

CHECK SHEET

Date: 4/8/2003 API Number: 025-22215

Company: Fidelity Exploration & Production Co.

Well Name: Fee 2360

County: Fallon

Field: Cedar Creek

Surf. Location: ¹⁰⁴⁵1189 FNL ¹⁵⁸⁵4280 FEL NE NE Lot: Sec: 2 Twp: 7 N Rng: 59 E

Permit Number: 18876 Drilling Fee:

Intention to Drill: 4/6/2003 Expiration Date: 10/6/2003

Mineral Ownership: Private State Federal Indian

Well Type: Vertical Multiple Laterals

Proposed Depth/Formation: MD: 2000 TVD: Eagle

Drilling Unit Acres Description: Baker N. Eagle Unit

Samples Required: Core Chips (1396-1813') Received: 4-6-07

COMPLETION INFORMATION

Completion Date: April 22, 2005 TD: 2000 PBTD: 1925

Completed As: Gas Well IP / Formation: Eagle

Geological Well Report: Mud Log:

Sundry Notices: LOCATION move 9/20/04
Change drilling program 11/26/04

Subsequent Report of Abandonment: Received: Approved:

Electric Logs: GR-CBL / Pulsed Neutron-Neutron Field Log / 8-19-05

Miscellaneous: Core Analysis 4-6-07

LOCATE WELL CORRECTLY

		X	

(SUBMIT IN TRIPPLICATE)
TO

BOARD OF OIL AND GAS CONSERVATION
OF THE STATE OF MONTANA
2535 ST. JOHNS AVENUE BILLINGS, MONTANA 59102

RECEIVED

ARM 36.22.307
ARM 36.22.1011
ARM 36.22.1013
ARM 36.22.1414

AUG 19 2005

MONTANA BOARD OF OIL
& GAS CONS. BILLINGS

COMPLETION REPORT

Company Fidelity Exploration & Production Company Lease Private Fee _____ Well No. 2360

Address P.O. Box 1010, Glendive, MT 59330-1010 Field (or Area) Cedar Creek

The well is located 1045' ft. from N line and 1585' ft. from E line of Sec. 2
N or S E or W

Sec. 2; T. 7N R. 59E County Fallon; Elevation 2975.6 GL
(D.F., R.B., or G.L.)

Commenced drilling 11/25/2004; Completed 4/22/2005 (Last Perf)

Write the API# or the well name of another well on this lease if one exists N/A

The information given herewith is a complete and correct record of the well. The summary on this page is for the condition of the well at the above date.

Completed as Gas Well Signed Judy Schmitt Judy Schmitt
(oil well, gas well, dry hole, cbm, injection)

API # 25-025-22215 Title Operations Technician

Bottomhole Location (s): _____ Date August 18, 2005

IMPORTANT ZONES OF POROSITY

(denote oil by O, gas by G, water by W; state formation if known)

From 1319' to 1829' Eagle (G) From _____ to _____
From _____ to _____ From _____ to _____
From _____ to _____ From _____ to _____

CASING RECORD

Size Casing	Weight Per Ft.	Grade	Thread	Casing Set	From	To	Sack of cement	Cut and Pulled from
9.625"	32.30#	H - 40	8 Rd	184'	0	174'	95	--
7"	17#	H - 40	8 Rd	1351'	0	1341'	260	--
4.5"	10.5#	J - 55	8 Rd	1953'	0	1943'	215	--

TUBING RECORD

Size Tubing	Weight Per Ft.	Grade	Thread	Amount	Perforations
1.75 x 1.00"	HDPE	Polytubes	--	1690'	Open

COMPLETION RECORD

Rotary tools were used from 0' to 2000'

Cable tools were used from --- to ---

Total depth 2000 ft.; Plugged back to 1925 T.D.; Open hole from --- to ---

PERFORATIONS			ACIDIZED, SHOT SAND FRACED, CEMENTED			
Interval		Number and Size and Type	Interval		Amounts of Material Used	Pressure
From	To		From	To		
1814'	1824'	4	1814'	1824'	43500#, 12/20 Sand, N2	1235
1660'	1670'	4	1660'	1670'	43400#, 12/20 Sand, N2	1020
1526'	1536'	4	1526'	1536'	43600#, 12/20 Sand, N2	1115

(If P & A show plugs above)

INITIAL PRODUCTION

Well is producing from Eagle (pool) formation.

I.P. --- barrels of oil per --- hours ---
(pumping or flowing)

0 AOF Mcf of gas per 24 hours.

--- barrels of water per --- hours, or --- % W.C.

Initial 10-day average production --- (bbl./day) (if taken)

Pressures (if measured): Tubing --- psi flowing; --- psi shut-in

Casing --- psi flowing; **SIP 376** psi shut-in

Gravity --- ° API (corrected to 60° F.)

Formation Volume Factor --- Porosity --- % Average Connate Water --- %

Type of Trap ---

Producing mechanism ---

DRILL STEM TESTS

D.S.T. No.	From	To	Tool Open (Min.)	Shut-in	F.P.	S.I.P.	Recovery	Cushion

CORES

No.	Interval	Recovered
1	1380' - 1840'	100%

LOG RUNS

Type	From	To
PND	700'	1905'
CBL/GR	0'	1908'
AIL/BHC/CNL/LDL	1352'	2194"

**FORMATION RECORD
(ELECTRIC LOGS TOPS)**

From	To	FORMATION	Top of Formation
1319'	1829'	Eagle	1319'

Use additional sheets where needed to complete description)

MONTANA BOARD OF OIL AND GAS CONSERVATION
2535 ST. JOHNS AVENUE, BILLINGS, MONTANA 59102

Lease Name:

Fee

Lease Type (Private/State/Federal):
Private

Well Number:

2360

Unit Agreement Name:

Baker N. Eagle

Field Name or Wildcat:

Cedar Creek

Objective Formation (s):

Eagle

Section, Township, and Range:

Sec. 2, T7N, R59E

County: Fallon

Application for Permit

To: Drill Deepen Re-enter
Oil Gas Other

Operator: **FIDELITY EXPLORATION & PRODUCTION COMPANY**

Address: **Box 1010**

City **Glendive** State **MT** Zip **59330**

Telephone Number **406-359-7360**

Surface Location of Well (quarter-quarter section and footage measurements)

NE, NE, Sec 2, T7N, R59E 1189' FNL, 1280' FEL
1045 1585 See Changes

(If directionally drilled, show both surface and bottom hole locations above)

Proposed total depth

2000'

Formation at total depth

Eagle

Elevation (indicate GL or KB)

2969.4 GL 2976

Size and description of drilling/spacing unit

Unit

API number of another well on this lease (if any)

None

Anticipated spud date

Spring of 2005

Hole size	Casing size	Weight/foot	Grade (API)	Depth	Sacks of Cement	Type of Cement
9.875"	7"	17 #	H-40/8 RND	150'	65	Class G
6.25"	4.5"	10.5 #	J-55	1900'	200	Class G

Describe Proposed Operations:

Describe or attach labeled diagram of blowout preventer equipment. Indicate if air drilled or describe mud program.

Plan to drill a 9.875" surface hole and set and cement to surface 150' of 7", 17 lb/ft surface casing. Install and test BOP equipment. Then drill a 6.25" hole to TD and set and cement to surface 4.5", 10.5 lb/ft production casing. The well will then be completed in the Eagle formation and fracture stimulated. A wellhead assembly will then be installed and 1-1/4" tubing will be run to below the perforations. The well will be connected, metered and placed on production. Unlined pits will be used with fresh water mud. Upon completion of the drilling activity the drilling mud will be hauled to a private reservoir or left to dry in the pits.

Saltwater Pits Shall Be Impermeable

Only freshwater based fluid may be used when drilling surface hole Rule 36.22.1001

BOARD USE ONLY

Approved (date) OCT - 9 2004

Permit Fee \$25.00

The undersigned hereby certifies that the information contained on this application is true and correct:

By [Signature]

Check Number 568089 (WB)

Signed (Agent) [Signature]

Permit Expires 4-9-05

Judy Schmitt

Title Admin

Permit Number 20580

Title Operations Technician

THIS PERMIT IS SUBJECT TO THE CONDITIONS OF APPROVAL STATED ON THE BACK

Repermit

API Number 25- 025 - 22215

Date August 19, 2004

Samples Required: NONE Y ALL _____ From _____ feet to _____ feet

Core chips to address below, full cores to USGS, Core Laboratory, Arvada, CO. Required samples must be washed, dried and delivered prepaid to:

Montana Board of Oil and Gas Conservation
2535 St. Johns Avenue
Billings, MT 59102

SUPPLEMENTAL INFORMATION

Note: Additional information or attachments may be required by Rule or by special request.

1. Attach a survey plat certified by a registered surveyor. The survey plat must show the location of the well with reference to the nearest lines of an established public survey.
2. Attach an 8½ x 11" photocopy of that portion of a topographic map showing the well location, the access route from county or other established roads, residences, and water wells within ½ mile radius of the well.
3. Attach a sketch of the well site showing the dimensions and orientation of the site, the size and location of pits, topsoil stockpile, and the estimated cut/fill at the corners and centerstake. (Note: the diagram need not be done by an engineer or surveyor). Attach a sketch of a top view and two side views of the reserve pit(s), if utilized. The reserve pit sketch must show the length, width, depth, cut and fill, amount of freeboard, area of topsoil stockpile, and the height and width of berms.
4. Describe the type and amount of material or liner, if any, to be used to seal the reserve pit. If a synthetic liner is used, indicate the liner thickness (mils), bursting strength, tensile strength, tear strength, puncture resistance, hydrostatic resistance, or attach the manufacturer's specifications.
5. Describe the proposed plan for the treatment and/or the disposal of reserve pit fluids and solids after the well is drilled. If the operator intends to dispose of or treat the reserve pit contents off-site, specify the location and the method of waste treatment and disposal. (Note: The operator must comply with all applicable federal, state, county, and local laws and regulations with regard to the handling, transportation, treatment, and disposal of solid wastes.)
6. Does construction of the access road or location, or some other aspect of the drilling operation require additional federal, state, or local permits or authorizations? If yes, indicate the type of permit or authorization required:
 - No additional permits needed
 - Stream crossing permit (apply through county conservation district)
 - Air quality permit (apply through Montana Department of Environmental Quality)
 - Water discharge permit (apply through Montana Department of Environmental Quality)
 - Water use permit (apply through Montana Department of Natural Resources and Conservation)
 - Solid waste disposal permit (apply through Montana Department of Environmental Quality)
 - State lands drilling authorization (apply through Montana Department Natural Resources and Conservation)
 - Federal drilling permit (specify Agency)
 - Other federal, state, county, or local permit or authorization: (specify type) _____

NOTICES:

1. Date and time of spudding must be reported to the Board verbally or in writing within 72 hours after the commencement of drilling operations.
2. The operator must give notice of drilling operations to the surface owner as required by Section 82-10-503, MCA, before the commencement of any surface activity.

BOARD USE ONLY	CONDITIONS OF APPROVAL
The operator must comply with the following condition(s) of approval:	
WARNING: Failure to comply with conditions of approval may void this permit.	

FORM NO. 22 R7/99

SUBMIT IN QUADRUPLICATE TO:

ARM 36.22.307
ARM 36.22.601

MONTANA BOARD OF OIL AND GAS CONSERVATION
2535 ST. JOHNS AVENUE, BILLINGS, MONTANA 59102

Lease Name:

Fee

Lease Type (Private/State/Federal):
Private

Well Number:

2360

Unit Agreement Name:

Baker N. Eagle

Field Name or Wildcat:

Cedar Creek

Objective Formation (s):

Eagle

Section, Township, and Range:

Sec. 2, T7N, R59E

County: **Fallon**

Application for Permit

To: Drill Deepen Re-enter
Oil Gas Other

Operator: **FIDELITY EXPLORATION & PRODUCTION COMPANY**

Address: **Box 1010**

City **Glendive** State **MT** Zip **59330**

Telephone Number **406-359-7360**

Surface Location of Well (quarter-quarter section and footage measurements)

NE, NE, Sec 2, T7N, R59E 4489' FNL, 4280' FEL
1045 1585

(If directionally drilled, show both surface and bottom hole locations above)

Proposed total depth
2000'

Formation at total depth
Eagle

Elevation (indicate GL or KB)
-2969.4 GL 2976

Size and description of drilling/spacing unit
Unit

API number of another well on this lease (if any)
None

Anticipated spud date
Spring of 2004

Hole size	Casing size	Weight/foot	Grade (API)	Depth	Sacks of Cement	Type of Cement
9.875"	7"	17 #	H-40/8 RND	150'	75	Class G
6.25"	4.5"	10.5 #	J-55	2000'	200	Class G

Describe Proposed Operations:

Describe or attach labeled diagram of blowout preventer equipment. Indicate if air drilled or describe mud program.

Plan to drill a 9.875" surface hole and set and cement to surface 150' of 7", 17 lb/ft surface casing. Install and test BOP equipment. Then drill a 6.25" hole to TD and set and cement to surface 4.5", 10.5lb/ft production casing. The well will then be completed in the Eagle formation and fracture stimulated. A wellhead assembly will then be installed and 1-1/4" tubing will be run to below the perforations. The well will be connected, metered and placed on production. Unlined pits will be used with fresh water mud. Upon completion of the drilling activity the drilling mud will be hauled to a private reservoir or left to dry in the pits.

Only freshwater based fluid may be used when drilling surface hole Rule 36.22.1001

Saltwater Pits Shall Be Impermeable

BOARD USE ONLY

Approved (date) APR - 8 2004 Permit Fee \$2500
By [Signature] Check Number 565401 (WBI)
Permit Expires 10-8-04
Title [Signature] Permit Number 19937

The undersigned hereby certifies that the information contained on this application is true and correct:

Signed (Agent) [Signature]
Judy Schmitt

Title **Operations Technician**

THIS PERMIT IS SUBJECT TO THE CONDITIONS OF APPROVAL STATED ON THE BACK

Repermit

API Number 25- 025 - 22215

Date **March 16, 2004**

Samples Required: NONE ALL _____ From _____ feet to _____ feet

Core chips to address below, full cores to USGS, Core Laboratory, Arvada, CO. Required samples must be washed, dried and delivered prepaid to:

Montana Board of Oil and Gas Conservation
2535 St. Johns Avenue
Billings, MT 59102



SUPPLEMENTAL INFORMATION

Note: Additional information or attachments may be required by Rule or by special request.

1. Attach a survey plat certified by a registered surveyor. The survey plat must show the location of the well with reference to the nearest lines of an established public survey.
2. Attach an 8½ x 11" photocopy of that portion of a topographic map showing the well location, the access route from county or other established roads, residences, and water wells within ½ mile radius of the well.
3. Attach a sketch of the well site showing the dimensions and orientation of the site, the size and location of pits, topsoil stockpile, and the estimated cut/fill at the corners and centerstake. (Note: the diagram need not be done by an engineer or surveyor). Attach a sketch of a top view and two side views of the reserve pit(s), if utilized. The reserve pit sketch must show the length, width, depth, cut and fill, amount of freeboard, area of topsoil stockpile, and the height and width of berms.
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5. Describe the proposed plan for the treatment and/or the disposal of reserve pit fluids and solids after the well is drilled. If the operator intends to dispose of or treat the reserve pit contents off-site, specify the location and the method of waste treatment and disposal. (Note: The operator must comply with all applicable federal, state, county, and local laws and regulations with regard to the handling, transportation, treatment, and disposal of solid wastes.)
6. Does construction of the access road or location, or some other aspect of the drilling operation require additional federal, state, or local permits or authorizations? If yes, indicate the type of permit or authorization required:
 - No additional permits needed
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 - Air quality permit (apply through Montana Department of Environmental Quality)
 - Water discharge permit (apply through Montana Department of Environmental Quality)
 - Water use permit (apply through Montana Department of Natural Resources and Conservation)
 - Solid waste disposal permit (apply through Montana Department of Environmental Quality)
 - State lands drilling authorization (apply through Montana Department Natural Resources and Conservation)
 - Federal drilling permit (specify Agency)
 - Other federal, state, county, or local permit or authorization: (specify type) _____

NOTICES:

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BOARD USE ONLY

CONDITIONS OF APPROVAL

The operator must comply with the following condition(s) of approval:

WARNING: Failure to comply with conditions of approval may void this permit.

FORM NO. 22 R7/99

SUBMIT IN QUADRUPPLICATE TO:

ARM 36.22.307
ARM 36.22.601**MONTANA BOARD OF OIL AND GAS CONSERVATION**
2535 ST. JOHNS AVENUE, BILLINGS, MONTANA 59102

Lease Name:

Fee

Lease Type (Private/State/Federal):

Private

Well Number:

2360

Unit Agreement Name:

Baker N. Eagle

Field Name or Wildcat:

Cedar Creek

Objective Formation (s):

Eagle

Section, Township, and Range:

Sec. 2, T7N, R59E

County: Fallon

Application for PermitTo: Drill Deepen Re-enter
Oil Gas Other Operator: **FIDELITY EXPLORATION & PRODUCTION COMPANY**Address: **Box 1010**City **Glendive** State **MT** Zip **59330**Telephone Number **406-359-7360**

Surface Location of Well (quarter-quarter section and footage measurements)

NE, NE, Sec 2, T7N, R59E 1189' FNL, 1280' FEL
1045 1585

(If directionally drilled, show both surface and bottom hole locations above)

Proposed total depth

2000'

Formation at total depth

Eagle

Elevation (indicate GL or KB)

2969.4 GL 2976

Size and description of drilling/spacing unit

Unit

API number of another well on this lease (if any)

None

Anticipated spud date

Spring of 2004

Hole size	Casing size	Weight/foot	Grade (API)	Depth	Sacks of Cement	Type of Cement
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Saltwater Pits Shall Be Impermeable**Only freshwater based fluid may be used when drilling surface hole Rule 36.22.1001****BOARD USE ONLY**
 Approved (date) OCT - 7 2003 Permit Fee \$2500
 By [Signature] Check Number 562090 (WB)
 Title Adm. Permit Expires 4-7-04
 Permit Number 19546

The undersigned hereby certifies that the information contained on this application is true and correct:

Signed (Agent) [Signature]
Judy SchmittTitle Operations TechnicianDate September 4, 2003

THIS PERMIT IS SUBJECT TO THE CONDITIONS OF APPROVAL STATED ON THE BACK

Repermit API Number 25- 025-22215Samples Required: NONE ALL _____ From _____ feet to _____ feet

Core chips to address below, full cores to USGS, Core Laboratory, Arvada, CO. Required samples must be washed, dried and delivered prepaid to:

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Billings, MT 59102

SUPPLEMENTAL INFORMATION

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BOARD USE ONLY

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FORM NO. 22 R7/99

SUBMIT IN QUADRUPLICATE TO:

ARM 36.22.307
ARM 36.22.601

MONTANA BOARD OF OIL AND GAS CONSERVATION
2535 ST. JOHNS AVENUE, BILLINGS, MONTANA 59102

Lease Name:

Fee

Lease Type (Private/State/Federal):

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Well Number:

2360

Unit Agreement Name:

Baker N. Eagle

Field Name or Wildcat:

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Objective Formation (s):

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Sec. 2, T7N, R59E

County: Fallon

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To: Drill Deepen Re-enter
Oil Gas Other

Operator: **FIDELITY EXPLORATION & PRODUCTION COMPANY**

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~~2969.4~~ GL *2976*

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Saltwater Pits Shall Be Impermeable

Only freshwater based fluid may be used when drilling surface hole Rule 36.22.1001

BOARD USE ONLY

Approved (date) APR - 6 2003 Permit Fee \$2500

By [Signature] Check Number 559247(WBI)

Permit Expires 10-6-03

Title [Signature] Permit Number 18876

THIS PERMIT IS SUBJECT TO THE CONDITIONS OF APPROVAL STATED ON THE BACK

API Number 25- 025 - 22215

The undersigned hereby certifies that the information contained on this application is true and correct:

Signed (Agent) [Signature]

Judy Schmitt

Title Operations Technician

Date March 7, 2003

Samples Required: NONE [initials] ALL _____ From _____ feet to _____ feet

Core chips to address below, full cores to USGS, Core Laboratory, Arvada, CO. Required samples must be washed, dried and delivered prepaid to:

Montana Board of Oil and Gas Conservation
2535 St. Johns Avenue
Billings, MT 59102



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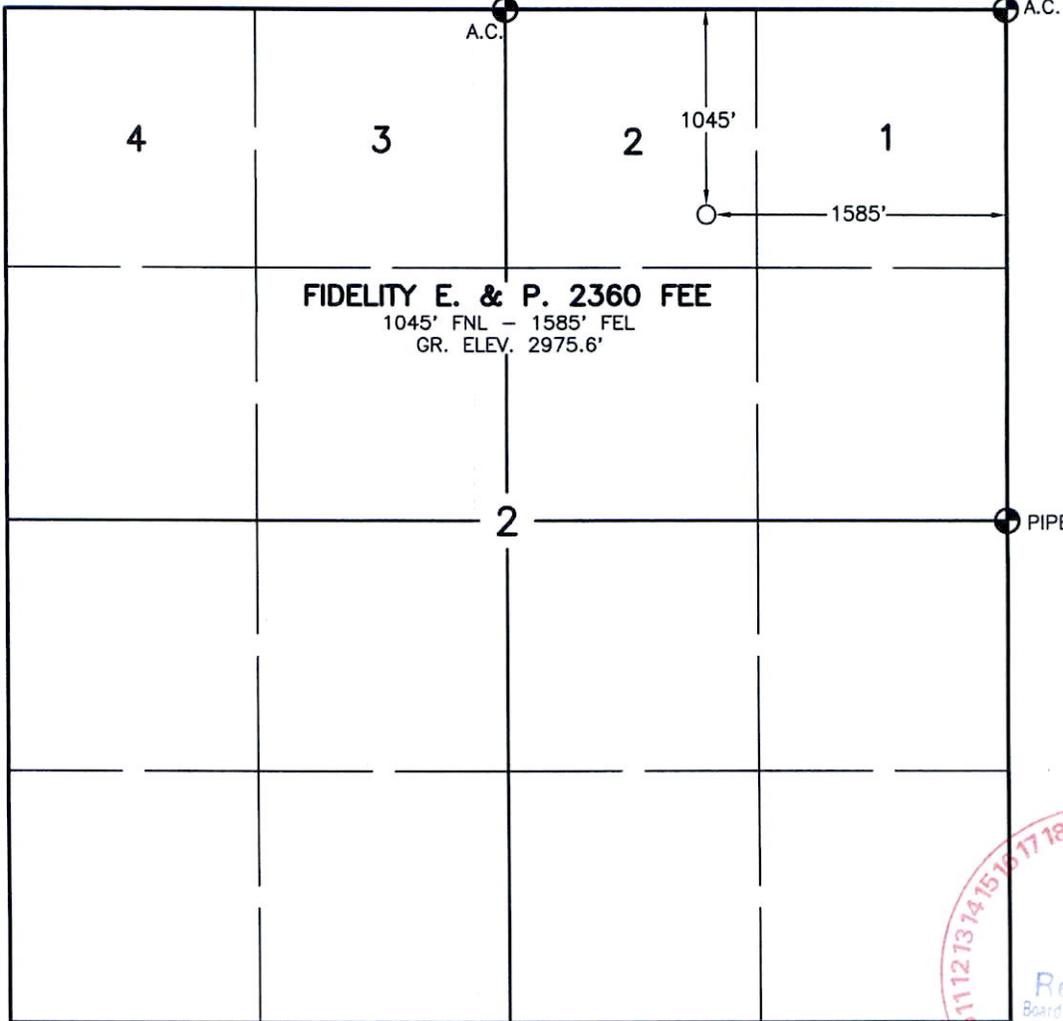
BOARD USE ONLY

CONDITIONS OF APPROVAL

The operator must comply with the following condition(s) of approval:

WARNING: Failure to comply with conditions of approval may void this permit.

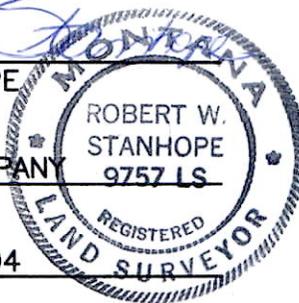
WELL LOCATION PLAT
FIDELITY EXPLORATION & PRODUCTION COMPANY
 LOT 2, SECTION 2, TWP. 7 N. - RGE. 59 E., P.M.M.
FALLON COUNTY, MONTANA



I, Robert W. Stanhope certify that this plat correctly represents work performed by me or under my responsible charge, and is true and correct to the best of my knowledge and belief.

EXHIBIT NO. 1

Robert W. Stanhope
 ROBERT W. STANHOPE
 P.L.S. NO. 9757LS
 W.B.I. PIPELINE COMPANY
 SURFACE OWNER
 DATE STAKED 9/2/04



BASIS OF VERTICAL
 DATUM: NAVD 88

 FIDELITY Exploration & Production Company				
FIDELITY E. & P. NO. 2360 FEE WELL LOCATION BAKER FIELD				
DATE	DRAWN BY	SCALE	COMP. NO.	DRAWING NO.
9-14-04	C.L.B.	1" = 1000'	2380LOC	A-5-4404

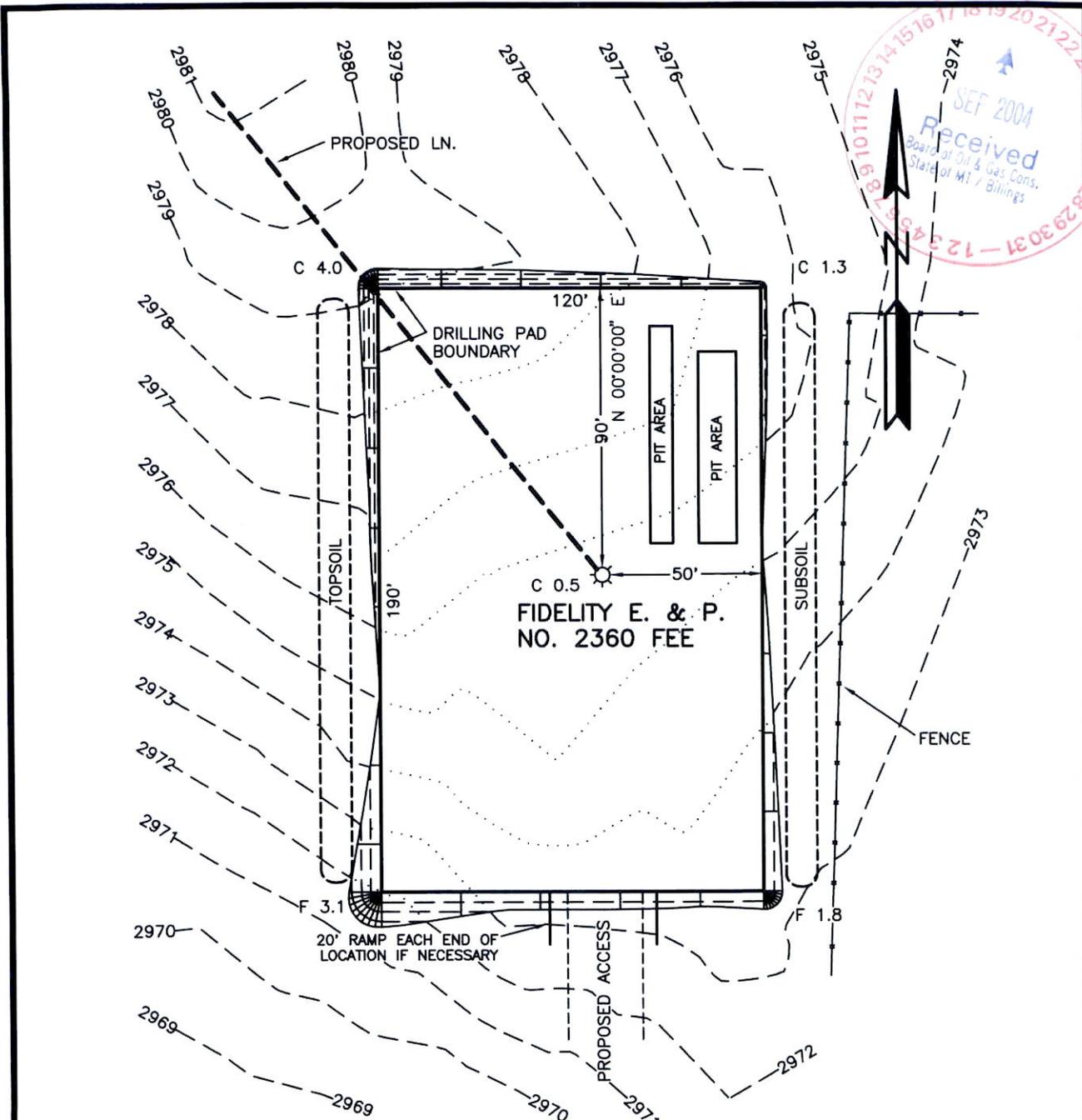


EXHIBIT NO. 2

ESTIMATED EARTHWORK

TOPSOIL (6" DEPTH).....	422 C.Y.
EXCAVATION.....	462 C.Y.
FILL (W/10% SHRINKAGE).....	383 C.Y.
WASTE MATERIAL.....	79 C.Y.
TOTAL EXCAVATION.....	*884 C.Y.
ACCESS ROAD - APPROX. 263' S.	

* PIT EXCAVATION NOT INCLUDED
 FILL 3:1 SLOPES
 CUT 1.5:1 SLOPES

EXISTING WELL ELEV. 2975.6'
 GRADED WELL ELEV. 2975.1'

CONTOUR INTERVAL 1.0'

NO	DATE	BY	REVISION	
FIDELITY E. & P. NO. 2360 FEE WELL DRILLING SITE LAYOUT				
DATE	DRAWN BY	SCALE	COMP. NO.	DRAWING NO.
9-7-04	DMB	1" = 50'	2380DSL	A-9-4439

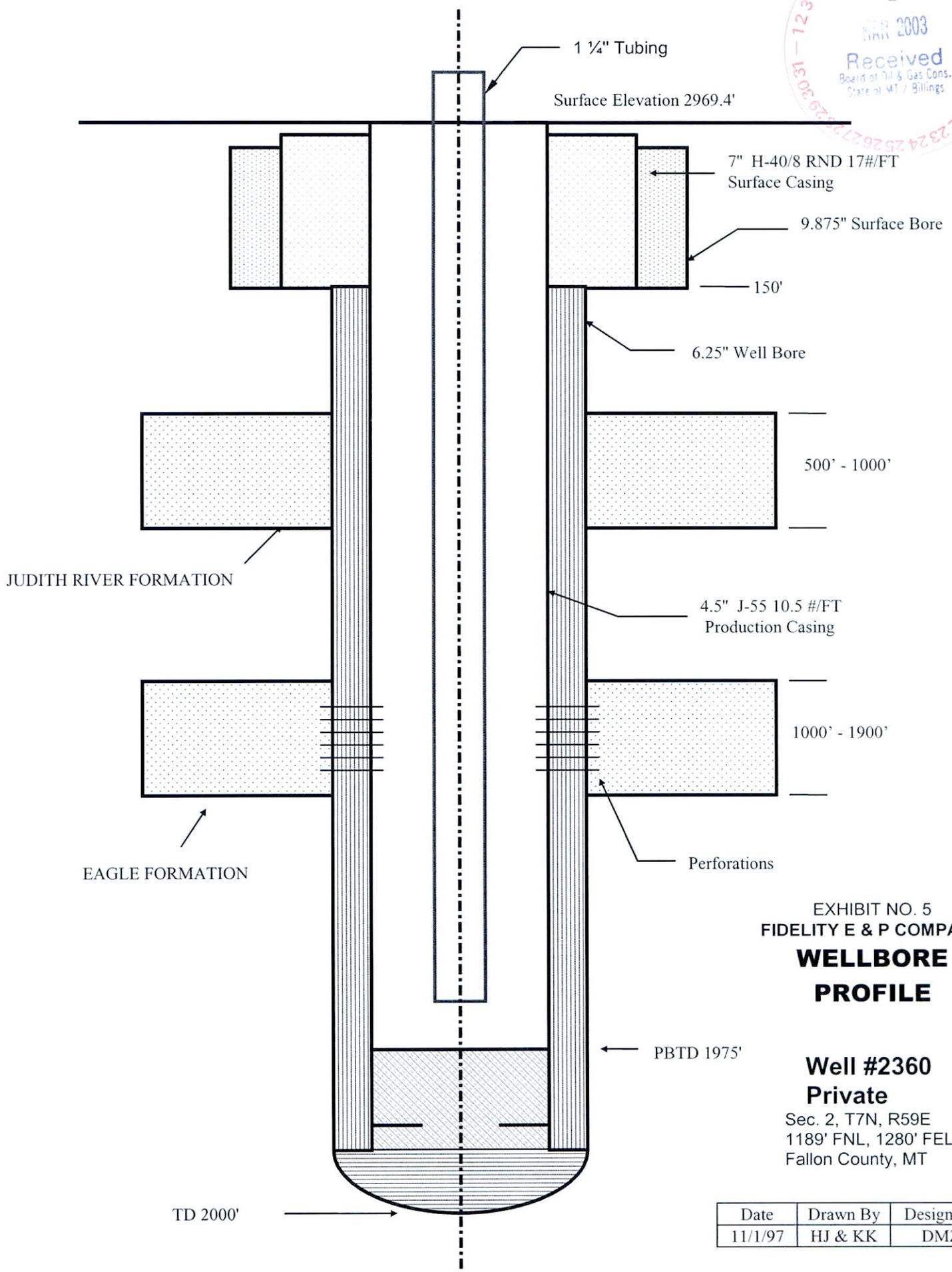


EXHIBIT NO. 5
 FIDELITY E & P COMPANY
**WELLBORE
 PROFILE**

**Well #2360
 Private**

Sec. 2, T7N, R59E
 1189' FNL, 1280' FEL
 Fallon County, MT

Date	Drawn By	Design By
11/1/97	HJ & KK	DMZ

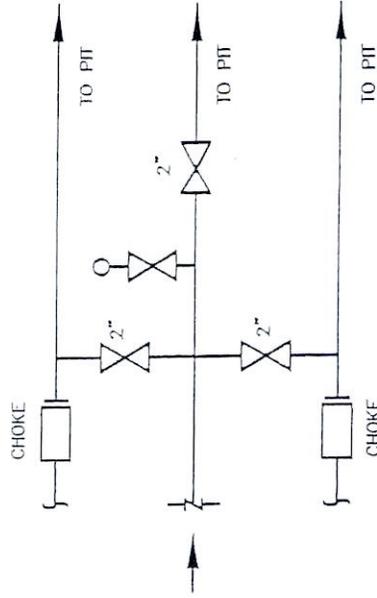
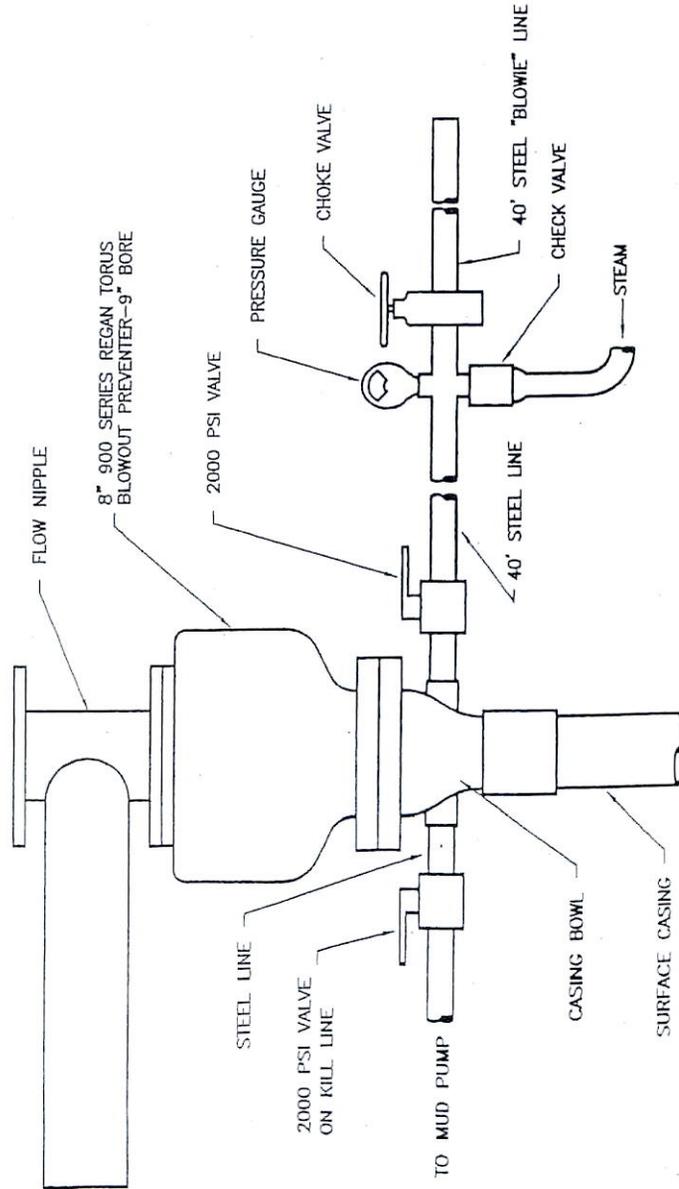


EXHIBIT 6

NO.	DATE	BY	DESIGN BY	REVISION
1	9-25-01	MT	J5	REVISED LOGO
1	3-5-01	TJR		REVISED TITLE BLOCK



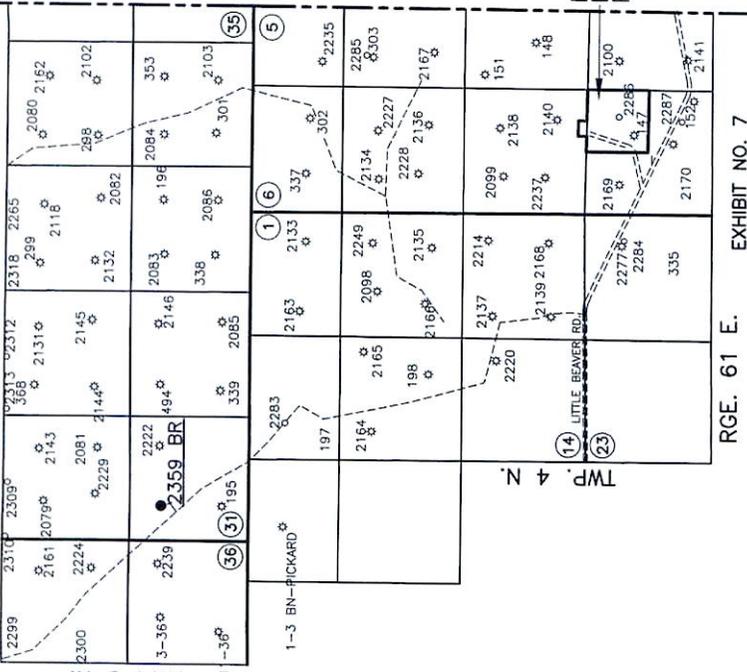
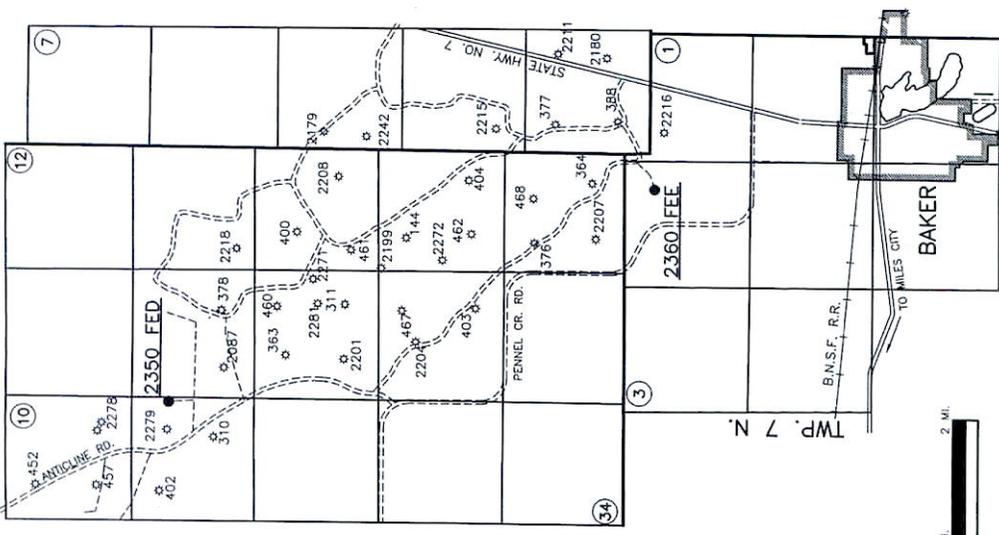
B.O.P. LAYOUT & SCHEMATIC

DATE	DRAWN BY	DESIGN BY	SCALE	COMP. NO.	DWG. NO.	SHEET NO.
2-22-95	TAS	DU	NONE	A1590	A-9-1590	1 OF 1



RGE. 59 E.

RGE. 61 E.



GROUP SEVENTEEN INCLUDES:
 2350 FED
 2359 BR
 2360 FEE

- PROPOSED WELL
- ◊ ACTIVE WELL
- ◊ ABANDON WELL
- ◊ LOCATION ONLY

RGE. 61 E. EXHIBIT NO. 7

NO.	DATE	BY	REVISION

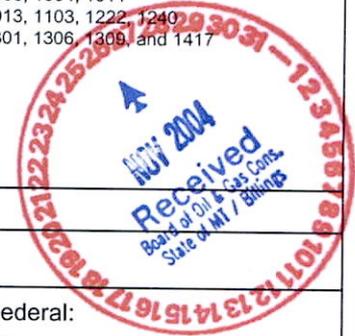


ORIENTATION MAP—GROUP SEVENTEEN
 2003 DRILLING PROGRAM
 BAKER FIELD

DATE	DRAWN BY	SCALE	COMP. NO.	DRAWING NO.
3/6/03	B.S.	1" = 1 Mi.	BK2003IX17B-7	2897-17



Submit In Quadruplicate To:
MONTANA BOARD OF OIL AND GAS CONSERVATION
2535 ST. JOHNS AVENUE
BILLINGS, MONTANA 59102



SUNDRY NOTICES AND REPORT OF WELLS

Operator FIDELITY EXPLORATION & PRODUCTION COMPANY		Lease Name: Fee
Address P.O. Box 1010		Lease Type(Private/State/Federal): Private
City Glendive State MT Zip Code 59330-1010	Well Number: 2360	
Telephone Number (406) 359-7360 Fax Number (406) 359-7273	Unit Agreement Name: Baker N. Eagle	
Location of well (1/4-1/4 section and footage measurements): LOT 2, , 1045' FNL, 1585' FEL		Field Name or Wildcat: Cedar Creek
If directionally or horizontally drilled, show both surface and bottom hole locations		Section, Township, and Range: S2, T7N, R59E
API Number	Well Type (oil, gas, injection, other): Gas	County: Fallon
25 0 2 5 2 2 2 1 5 2		
State County Well		

Indicate below with an X the nature of this notice, report, or other data:

Notice of Intention to Change Plans	<input checked="" type="checkbox"/>	Subsequent Report of Mechanical Integrity Test	<input type="checkbox"/>
Notice of Intention to Run Mechanical Integrity Test	<input type="checkbox"/>	Subsequent Report of Stimulation or Chemical Treatment	<input type="checkbox"/>
Notice of Intention to Stimulate or to Chemically Treat	<input type="checkbox"/>	Subsequent Report of Perforation or Cementing	<input type="checkbox"/>
Notice of Intention to Perforate or to Cement	<input type="checkbox"/>	Subsequent Report of Well Abandonment	<input type="checkbox"/>
Notice of Intention to Abandon Well	<input type="checkbox"/>	Subsequent Report of Pulled or Altered Casing	<input type="checkbox"/>
Notice of Intention to Pull or Alter Casing	<input type="checkbox"/>	Subsequent Report of Drilling Waste Disposal	<input type="checkbox"/>
Notice of Intention to Change Well Status	<input type="checkbox"/>	Subsequent Report of Production Waste Disposal	<input type="checkbox"/>
Supplemental Well History	<input type="checkbox"/>	Subsequent Report of Change in Well Status	<input type="checkbox"/>
Other (specify) _____	<input type="checkbox"/>	Subsequent Report of Gas Analysis (ARM 36.22.1222)	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

Describe Proposed or Completed Operations:

Describe planned or completed work in detail. Attach maps, well-bore configuration diagrams, analyses, or other information as necessary. Indicate the intended starting date for proposed operations or the completion date for completed operations.

SC Hole Size 12.250" Casing Size 9.625" Weight/ft 32.30#, Grade H-40, Depth 175', Sks of Cement 80, Type Cement Class G

Interm. Hole Size 8.750" Casing Size 7", Weight/ft 17#, Grade H-40/8 RND, Depth 1370', Sks of Cement 275, Type Cement Class G

PC Hole Size 6.250" Casing Size 4.5", Weight/ft 10.5#, Grade J-55, Depth 1995', Sks of Cement 230, Type Cement Class G

See Attachment

BOARD USE ONLY

Approved _____ Date **NOV 26 2004**

Steve P. Sauer
Name Title **CHIEF FIELD INSPECTOR**

The undersigned hereby certifies that the information contained on this application is true and correct:

November 24, 2004 _____
Date Signed (Agent)

Tim Ree Drilling Supervisor
Print Name & Title

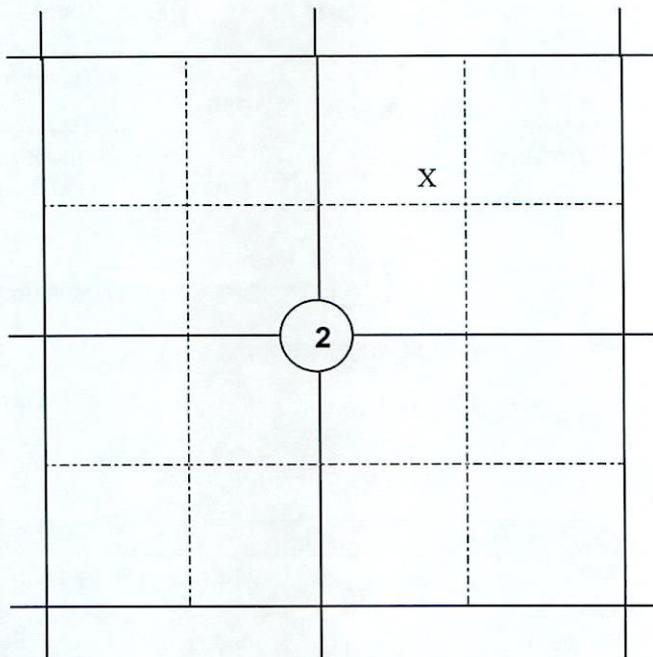
SUPPLEMENTAL INFORMATION

NOTE: Additional information or attachments may be required by Rule or by special request.

Plot the location of the well or site that is the subject of this notice or report.

Range R59E

Township T7N



BOARD USE ONLY

CONDITIONS OF APPROVAL

The operator must comply with the following condition(s) of approval:

Failure to comply with the conditions of approval may void this permit.

Well 2360 State

We plan to drill a 12.25" surface hole, set and cement to surface 175' of 9.625", 32.30 lb/ft H-40 surface casing. Install and test 9" BOP equipment. Then drill an 8.750" hole to 1370' TD, set and cement to surface 7", 17 lb/ft H-40 intermediate casing. Install and test 9" BOP equipment. We will drill out with a 6.25" hole and a fresh water mud system. Then flush well-bore with diesel and core ahead with a BAROID diesel base mud program to a TD of 1995'. The well will then be open hole logged and 4.50" production casing will be run to 1990' TD and cemented back to surface.

Tanks and lined pits will be used with fresh water mud system along with the oil based mud program. Oil based mud will be recovered and sold to private vender. Upon completion of the drilling activity all fluids will be recovered from pit. The drilling mud will be left on location and buried at site.

The well will then be completed in the Eagle formation and fracture stimulated. A wellhead assembly will then be installed and 1.250" tubing will be run to below the perforations. The well will be connected, metered and placed on production.

Submit In Quadruplicate To:
MONTANA BOARD OF OIL AND GAS CONSERVATION
2535 ST. JOHNS AVENUE
BILLINGS, MONTANA 59102



SUNDRY NOTICES AND REPORT OF WELLS

Operator FIDELITY EXPLORATION & PRODUCTION COMPANY		Lease Name: Fee
Address P.O. Box 1010		Lease Type(Private/State/Federal): Private
City Glendive State MT Zip Code 59330-1010	Well Number: 2360	
Telephone Number (406) 359-7360 Fax Number (406) 359-7273	Unit Agreement Name: Baker N. Eagle	
Location of well (1/4-1/4 section and footage measurements): LOT 2, 1045' FNL, 1585' FEL		Field Name or Wildcat: Cedar Creek
If directionally or horizontally drilled, show both surface and bottom hole locations		Section, Township, and Range: Sec 2, T7N, R59E
API Number	Well Type (oil, gas, injection, other): Gas	County: Fallon
25 0 2 5 2 2 1 5		
State County Well		

Indicate below with an X the nature of this notice, report, or other data:

Notice of Intention to Change Plans	<input type="checkbox"/>	Subsequent Report of Mechanical Integrity Test	<input type="checkbox"/>
Notice of Intention to Run Mechanical Integrity Test	<input type="checkbox"/>	Subsequent Report of Stimulation or Chemical Treatment	<input type="checkbox"/>
Notice of Intention to Stimulate or to Chemically Treat	<input type="checkbox"/>	Subsequent Report of Perforation or Cementing	<input type="checkbox"/>
Notice of Intention to Perforate or to Cement	<input type="checkbox"/>	Subsequent Report of Well Abandonment	<input type="checkbox"/>
Notice of Intention to Abandon Well	<input type="checkbox"/>	Subsequent Report of Pulled or Altered Casing	<input type="checkbox"/>
Notice of Intention to Pull or Alter Casing	<input type="checkbox"/>	Subsequent Report of Drilling Waste Disposal	<input type="checkbox"/>
Notice of Intention to Change Well Status	<input type="checkbox"/>	Subsequent Report of Production Waste Disposal	<input type="checkbox"/>
Supplemental Well History	<input type="checkbox"/>	Subsequent Report of Change in Well Status	<input type="checkbox"/>
Other (specify) <u>Well relocated</u>	<input checked="" type="checkbox"/>	Subsequent Report of Gas Analysis (ARM 36.22.1222)	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

Describe Proposed or Completed Operations:
Describe planned or completed work in detail. Attach maps, well-bore configuration diagrams, analyses, or other information as necessary. Indicate the intended starting date for proposed operations or the completion date for completed operations.

This well was relocated 9/2/2004 due to WBI surface facility being installed.
Attached are revised exhibits: #1 Well Location, #2 Drilling Site Layout and Topo Map

BOARD USE ONLY

Approved SEP 20 2004
Date

Steve P. Saech
Name

CHIEF FIELD INSPECTOR
Title

The undersigned hereby certifies that the information contained on this application is true and correct:

September 17, 2004
Date

Judy Schmitt
Signed (Agent)

Judy Schmitt Operations Technician
Print Name & Title

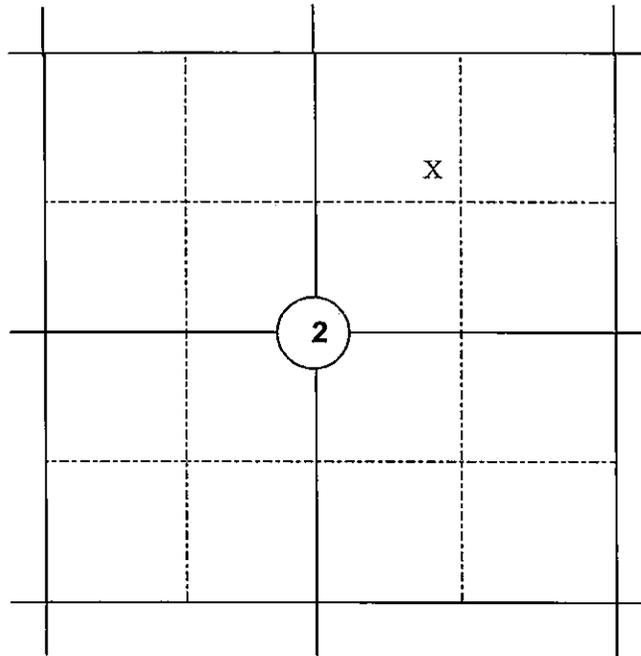
SUPPLEMENTAL INFORMATION

NOTE: Additional information or attachments may be required by Rule or by special request.

Plot the location of the well or site that is the subject of this notice or report.

Range R59E

Township T7N



BOARD USE ONLY

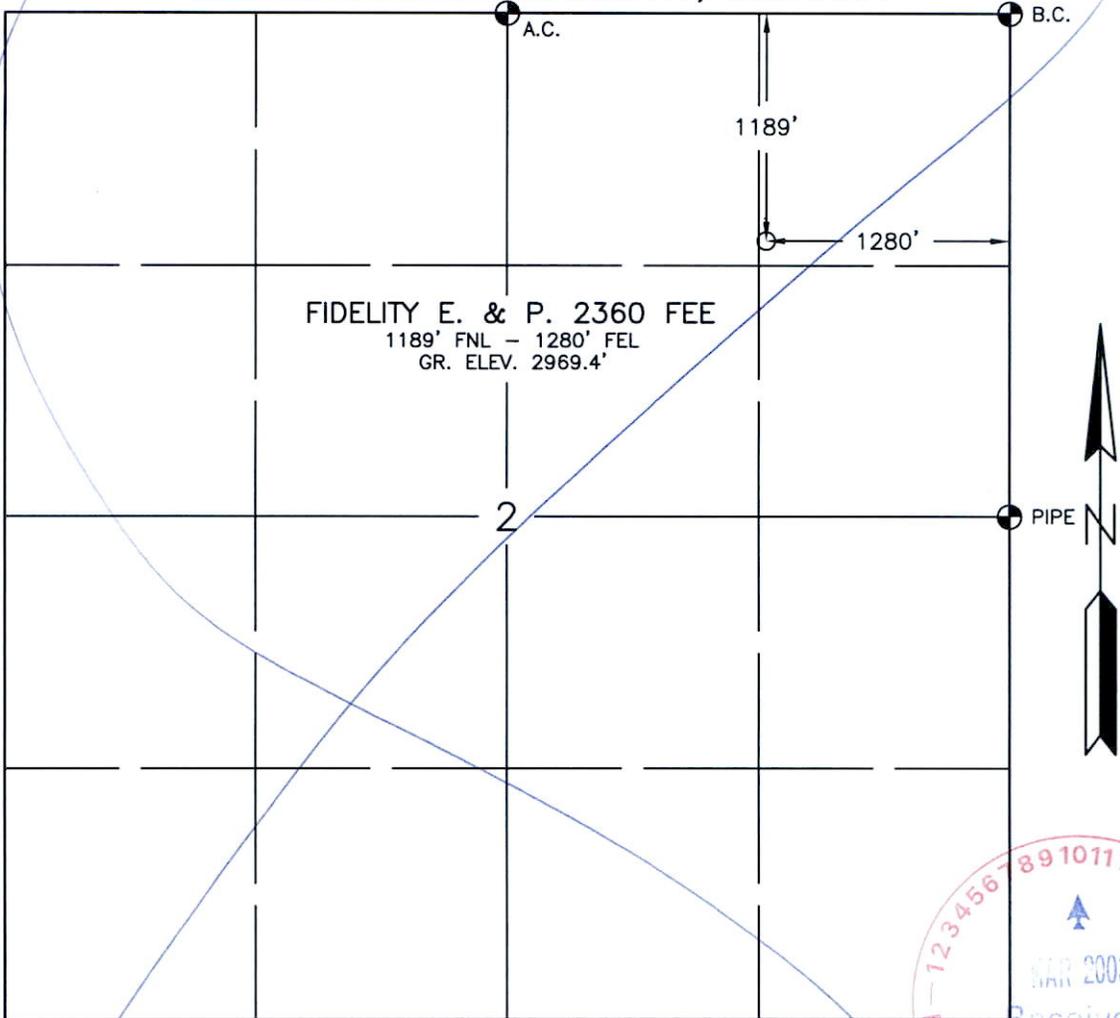
CONDITIONS OF APPROVAL

The operator must comply with the following condition(s) of approval:

Failure to comply with the conditions of approval may void this permit.

See changes

WELL LOCATION PLAT
FIDELITY EXPLORATION & PRODUCTION COMPANY
NE1/4NE1/4, SECTION 2, TWP. 7 N. - RGE. 59 E., P.M.M.
FALLON COUNTY, MONTANA



I, John Paulson certify that this plat correctly represents work performed by me or under my responsible charge, and is true and correct to the best of my knowledge and belief.

EXHIBIT NO. 1

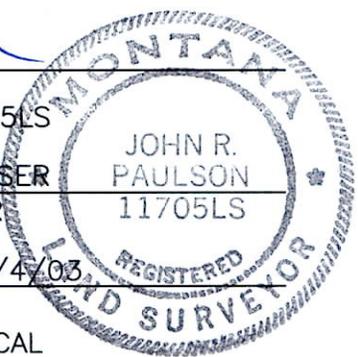
John Paulson

JOHN PAULSON
P.L.S. NO. 11705LS

ROBERTA ENGESESSER
SURFACE OWNER

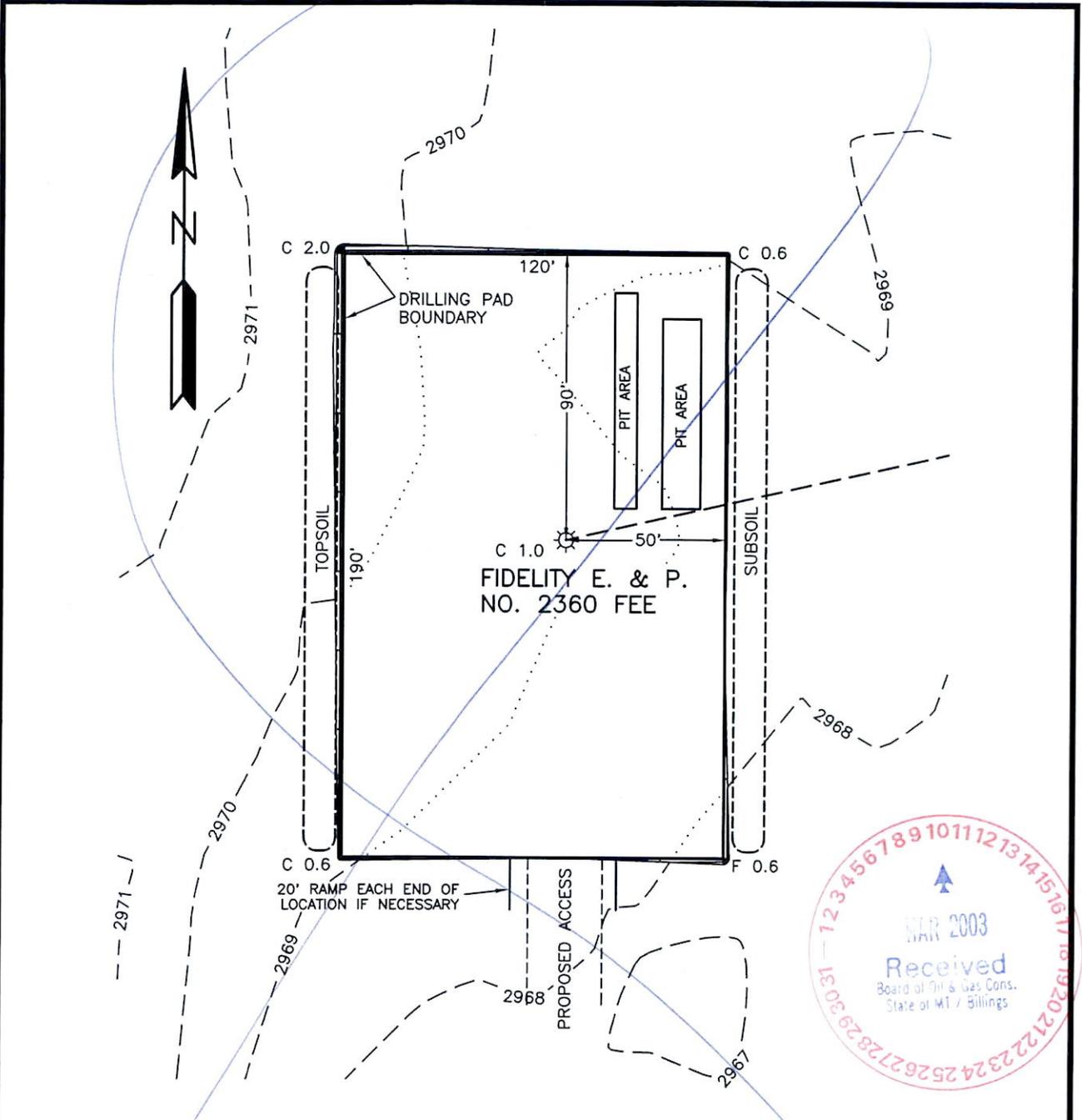
DATE STAKED 3/4/03

BASIS OF VERTICAL
DATUM: NAVD 88



FIDELITY Exploration & Production Company				
FIDELITY E. & P. NO. 2360 FEE WELL LOCATION BAKER FIELD				
DATE	DRAWN BY	SCALE	COMP. NO.	DRAWING NO.
3/5/03	J. HEDGE	1" = 1000'	2360LOC	A-5-3661

See changes



ESTIMATED EARTHWORK

TOPSOIL (6" DEPTH).....	422 C.Y.
EXCAVATION.....	252 C.Y.
FILL (W/10% SHRINKAGE).....	15 C.Y.
WASTE MATERIAL.....	237 C.Y.
TOTAL EXCAVATION.....	*674 C.Y.
ACCESS ROAD - APPROX. 582' S.E.	

* PIT EXCAVATION NOT INCLUDED
 FILL 3:1 SLOPES
 CUT 1.5:1 SLOPES

EXISTING WELL ELEV. 2969.4'
 GRADED WELL ELEV. 2968.4'

CONTOUR INTERVAL 1.0'

EXHIBIT NO. 2

NO	DATE	BY	REVISION	
FIDELITY E. & P. NO. 2360 FEE WELL DRILLING SITE LAYOUT				
DATE	DRAWN BY	SCALE	COMP. NO.	DRAWING NO.
3/5/03	C.B.	1" = 50'	2360DSL	A-9-3667

See Changes



PROPOSED FIDELITY NO. 2360 FEE WELL

PROPOSED WELL NO. 2360 FEE

EXISTING 6" LINE

PROPOSED ACCESS

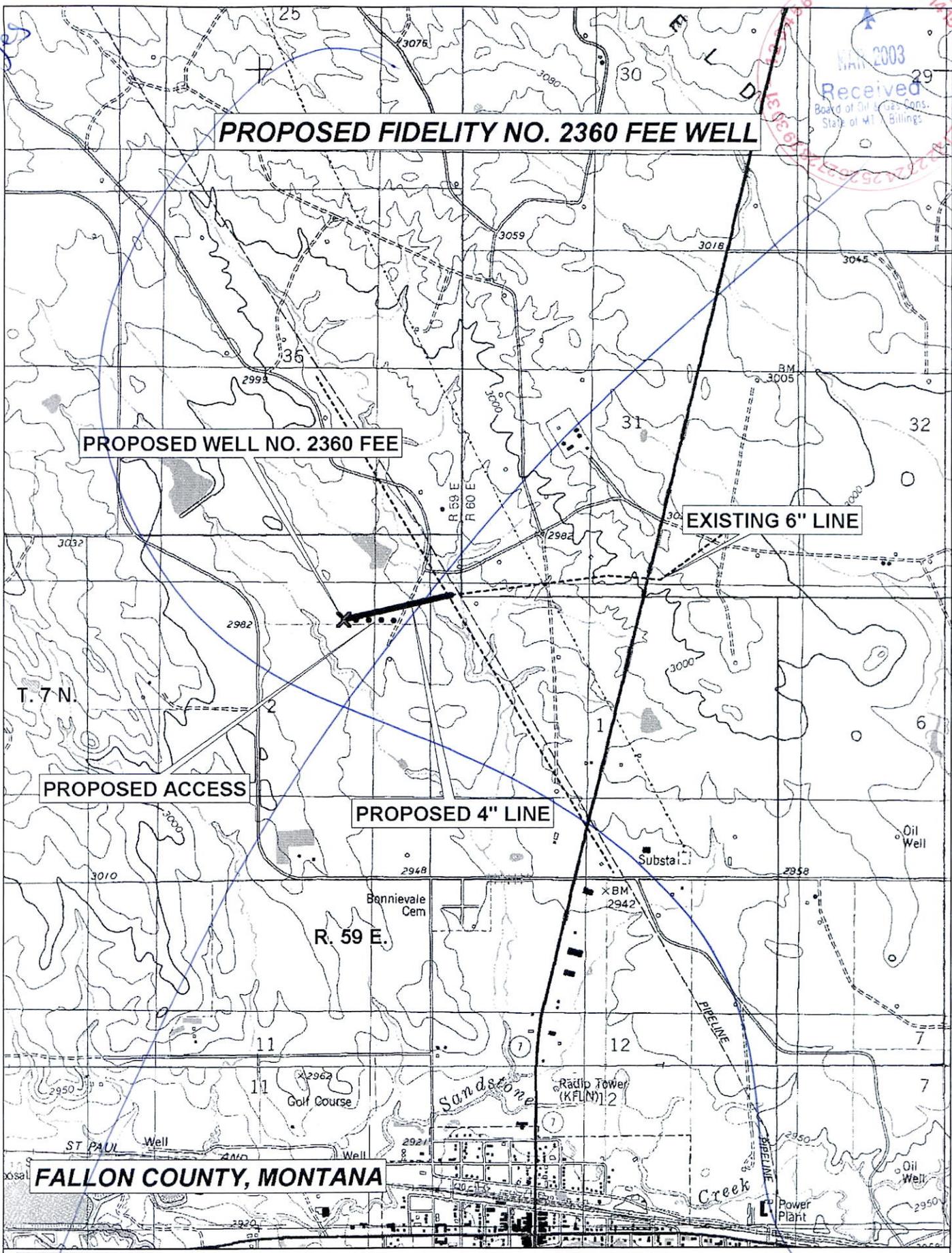
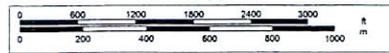
PROPOSED 4" LINE

FALLON COUNTY, MONTANA

DELORME

© 2002 DeLorme. XMap® 3.5. Data copyright of content owner.
Zoom Level: 13-0 Datum: WGS84

Scale 1 : 24,000
1" = 2000 ft



Montana Board of Oil and Gas Conservation
Environmental Assessment

Operator: Fidelity Exploration & Production Co.
Well Name/Number: #2360
Location: NE NE 2 T7N T59E
County: Fallon, MT; Field (or Wildcat) Cedar Creek -Baker North Unit

Air Quality

(possible concerns)

Long drilling time no
Unusually deep drilling (high horsepower rig) no
Possible H2S gas production no
In/near Class I air quality area no
Air quality permit for flaring/venting (if productive) no

Mitigation:

Air quality permit (AQB review)
 Gas plants/pipelines available for sour gas
 Special equipment/procedures requirements
 Other: _____

Comments: No special concerns

Water Quality

(possible concerns)

Salt/oil based mud no
High water table no
Surface drainage leads to live water no
Water well contamination no
Porous/permeable soils no
Class I stream drainage no

Mitigation:

Lined reserve pit
 Adequate surface casing
 Berms/dykes, re-routed drainage
 Closed mud system
 Off-site disposal of solids/liquids (in approved facility)
 Other: _____

Comments: Fresh water mud - surface casing OK.

Soils/Vegetation/Land Use

(possible concerns)

Stream crossings no
High erosion potential no
Loss of soil productivity no
Unusually large wellsite no
Damage to improvements no
Conflict with existing land use/values no

Mitigation

Avoid improvements (topographic tolerance)
 Exception location requested
 Stockpile topsoil
 Stream Crossing Permit (other agency review)
 Reclaim unused part of wellsite if productive
 Special construction methods to enhance reclamation
 Other: _____

Comments: no special concerns

Health Hazards/Noise

(possible concerns)

Proximity to public facilities/residences >0.5 miles
Possibility of H2S no
Size of rig/length of drilling time

Mitigation:

Proper BOP equipment
 Topographic sound barriers
 H2S contingency and/or evacuation plan
 Special equipment/procedures requirements
 Other: _____

Comments: no special concerns

Wildlife/recreation

(possible concerns)

Proximity to sensitive wildlife areas (DFWP identified) none
Proximity to recreation sites none
Creation of new access to wildlife habitat no
Conflict with game range/refuge management no
Threatened or endangered Species no

Mitigation:

Avoidance (topographic tolerance/exception)
 Other agency review (DFWP, federal agencies, DSL)
 Screening/fencing of pits, drillsite
 Other: _____

Comments: no special concerns

Historical/Cultural/Paleontological

(possible concerns)

Proximity to known sites none in area

Mitigation

avoidance (topographic tolerance, location exception)
 other agency review (SHPO, DSL, federal agencies)
 Other: _____

Comments: private surface - none identified

Social/Economic

(possible concerns)

Substantial effect on tax base
 Create demand for new governmental services
 Population increase or relocation

Comments: no concerns

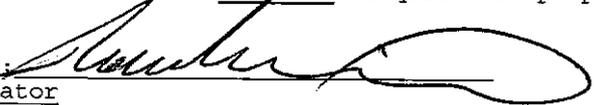
Remarks or Special Concerns for this site

Well is a 2000 Eagle well in Cedar Creek Gas Field - Baker N. -spacing waived

Summary: Evaluation of Impacts and Cumulative effects

Impacts are minor and short term.

I conclude that the approval of the subject Notice of Intent to Drill (does/does not) constitute a major action of state government significantly affecting the quality of the human environment, and (does/does not) require the preparation of an environmental impact statement.

Prepared by (BOGC): 
(title:) Administrator
Date: April 6, 2003
Other Persons Contacted:

(Name and Agency)

(subject discussed)

(date)

If location was inspected before permit approval:

Inspection date: _____

Inspector: _____

Others present during inspection: _____

SPUD INFORMATION



WELL NAME: Luc 2360

API #: 025-22215

LOCATION: Lot 2, 2-7N-59E

SPUD TIME: 1:30 pm Tentative

DATE: 11/25/04 Actual

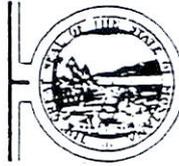
DRILLING COMPANY: Elenburg

RIG #: 10

CALLER'S NAME: Jeff Merkel

COMPANY NAME: Fidelity

OTHER: _____



DEPARTMENT OF NATURAL
RESOURCES AND CONSERVATION
OIL AND GAS CONSERVATION DIVISION

STATE OF MONTANA

2535 ST. JOHNS AVENUE
BILLINGS, MONTANA 59102-4693

RECEIPT

Well Cuttings & Core Samples

COMPANY Fidelity Exploration & Production Co.

WELL NAME Fee 2360

LOCATION 7N, 59E, Sec. 2 NENE

SAMPLE INTERVAL
DITCH CORE

<u> </u>	<u> </u>	<u>1396 to</u>	<u>1813'</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

RECEIVED FROM Fidelity Exploration & Production

BY

H. Maddaus

DATE 4-6-07

RECEIVED

APR - 6 2007

MONTANA BOARD OF OIL
& GAS CONS. BILLINGS

Unconventional Core Analysis
2360C Well
Fallon County, Montana

Prepared for:

Fidelity Exploration & Production Company
1700 Lincoln, Suite 4600
Denver, Colorado 80203

Attn: Mr. John Genziano

TR07-510017
April 2007

025-22215

RECEIVED

APR - 6 2007

Unconventional Core Analysis

MONTANA BOARD OF OIL
& GAS CONSERVATION BILLINGS

2360C Well

Fallon County, Montana

Prepared for:

Fidelity Exploration & Production Company
1700 Lincoln, Suite 4600
Denver, Colorado 80203

Attn: Mr. John Genziano

Prepared by:

TerraTek
Pioneer Business Park
1935 S. Fremont Drive
Salt Lake City, Utah 84104

TR07-510017
April 2007

025-22215

UNCONVENTIONAL CORE ANALYSIS

1 INTRODUCTION

This report presents the results of unconventional rock properties tests performed on plug samples taken from the 2360C Well in Fallon County, Montana. TerraTek personnel were at the wellsite to receive the cores. The ~10 foot coring runs were consecutive starting at a depth of 1380.0 feet and ending at 1813.0 feet for a total recovery of ~433 feet. At the TerraTek laboratories, porosity, and permeability to gas were measured on 53 plug samples.

1.1 Testing

Bulk volume determinations were made on the plug samples. Grain volumes were then measured using a Boyle's Law gas expansion pycnometer. Gas filled porosity values were then calculated and are reported in Table C1.

Each sample was then prepared for pulse-decay measurements by adding pre-weighed 18 mesh screens for gas distribution over the endfaces of the samples. Each sample was then loaded in a hydrostatic coreholder and allowed to reach net overburden and pore pressure equilibrium. Permeability was then measured by the pulse-decay method and the results are reported in Table C1.

Table C1. Core Analysis Results

Sample Number	Sample Depth (feet)	Net Effective Stress (psi)	Pulse Decay Permeability (md)	Gas-Filled Porosity (%)
1	1396.1	400	n/a	1.24
2	1404.2	400	0.000291	1.72
3	1412.2	400	0.000903	0.67
4	1424.2	400	0.000526	2.27
5	1432.2	400	0.000775	1.79
6	1440.3	400	0.000977	2.52
7	1448.2	400	0.005724	3.36
8	1456.2	400	0.251841	2.42
10	1472.2	400	0.133809	1.73
11	1480.2	400	0.00117	0.51
12	1488.2	400	0.000445	1.13
13	1494.2	400	0.000599	1.10
14	1504.3	400	0.035113	3.30
16	1512.2	400	0.09353	3.00
17	1520.2	400	3.171263	3.72
18	1528.2	400	1.700212	3.69
19	1536.2	400	9.670956	6.84

TerraTek

Pioneer Business Park

1935 S. Fremont Drive • Salt Lake City, Utah 84104

Telephone (801) 584-2400

FAX (801) 584-2406

025-22215

20	1544.2	400	0.075881	2.95
21	1552.2	400	1.273511	3.37
22	1560.2	400	0.00462	1.93
23	1562.3	400	0.001669	1.19
24	1570.2	400	n/a	2.47
25	1578.2	400	0.002648	0.93
26	1585.2	400	0.001008	1.46
27	1590.2	400	0.001314	1.80
28	1598.2	400	0.001653	0.56
29	1606.2	400	0.004833	1.09
30	1614.2	400	0.001195	2.04
31	1622.2	400	0.001653	1.72
32	1630.2	400	0.040342	2.76
33	1638.2	400	0.09884	1.71
34	1648.2	400	0.101275	2.76
35	1653.2	400	0.714902	2.99
36	1658.2	400	0.019186	2.62
37	1662.2	400	0.000189	4.59
38	1670.2	400	0.150369	3.79
40	1686.2	400	0.109422	8.91
41	1694.2	400	0.158799	6.58
42	1702.1	400	3.339803	4.19
43	1710.1	400	0.301168	6.34
44	1718.1	400	2.139772	6.64
46	1726.1	400	n/a	7.22
47	1734.1	400	5.202545	8.11
48	1742.2	400	2.493282	3.74
49	1750.1	400	7.890302	4.39
50	1757.5	400	0.539089	8.31
51	1766.2	400	1.088954	10.17
52	1774.1	400	0.166245	7.46
53	1782.2	400	2.203786	6.08
54	1790.1	400	0.258395	6.83
55	1798.2	400	0.00741	8.02
56	1806.2	400	0.070109	8.47
57	1813.2	400	0.852318	9.92

RECEIVED

APR - 6 2007

MONTANA BOARD OF OIL
& GAS CONG. BILLINGS

TerraTek

Pioneer Business Park
1935 S. Fremont Drive • Salt Lake City, Utah 84104
Telephone (801) 584-2400
FAX (801) 584-2406

025-22215

Sanjel (USA) Inc.
 500, 622 - 5th Avenue SW
 Calgary, Alberta, T2P 0M6
 Telephone: (403) 269-1420



SERVICE TICKET
9113559

This service ticket is not an invoice; pricing is subject to review and change without notice.

Client Name Fidelity E&P			Well Name well 2360			Job Date 4-16-05		
Address PO Box 131			Location 524-2-T7N-R57E			Service Point Williston		
			Client Representative Bill Toornach			Pricing Area 1		State MT
City Glendive	Province/State MT	Postal/Zip Code 59330	Job Type cleanout	State MT	County Fallon	AFE/PO #		

District	Service, Equipment & Material Type	17	Code	Quantity	Unit Price	Amount
41	CTU Fluids		2080	1.5	350/Hr	525 00
	Flow Back Tank		2161	1	330/day	330 00
	SAND SPEAR		2204	1	65/well	65 00
FIELD ESTIMATE						920 00

Well Data:												
Multipurpose Coiled Tubing Service Report	Casing		Tubing		Fluid Pumped (bbl)	Fluid Returns (bbl)	Sand Returns (bbl)	Coil Cycled (ft)	Soap (gal)	Unit Travel Hours	Unit Location Hours	Crew Travel Hours
	Size (in)	Pressure (psi)	Size (in)	Pressure (psi)								
	4.5						1909	4			1.5	

Tool and Treatment Summary: **CTU Travel To Location, R/L Make c/o Run To 1909' PBD work parts SOAP POOL, R/L CTU**

Personnel and Equipment:											
Employees David Volz						Units 2544					
Dean Ingebrutsen						7707					
Service Comments:											
Arrival Time: 1100						Departure Time: 1230					

Tim Ree	APB		FIELD ESTIMATE RECEIVED	
	<input type="checkbox"/> Cementing - Prim.	<input type="checkbox"/> Cementing - Rem.	APR 25 2005 MONTANA BOARD OF OIL & GAS CONS. BILLINGS	
	<input type="checkbox"/> Coiled Tubing	<input type="checkbox"/> Nitrogen		
	<input type="checkbox"/> Stimulation	<input type="checkbox"/> Fracturing		
<input checked="" type="checkbox"/> MPCTU	<input type="checkbox"/> Other 8			
This space is reserved for the Client Coding Stamp.		Field 07	Sales 1	Sales 2 GM
Comments		This signature confirms that I have read and comply with the terms and conditions as noted on the reverse of this document. x Bill Toornach		

APR 20 2005

**Primary Cementing
Service Report**



SERVICE TICKET

9116606

Client Name <i>Fidelity EEP</i>	Well Name <i>2360</i>	Job Date <i>11-25-04</i>
Client Representative <i>M.A. Jeff Merke 1</i>	Location <i>Sec2-T7N-R59E</i>	Job Type <i>Surface</i>

Well & Cement Plug Data:

Description	Size (in)	Weight (lb/ft)	Grade	Max. Press. (psi)	True Measured Depth (TMD)		Capacity (bbls)	Casing Attachments and Tools	TMD (ft)
					Start (ft)	End (ft)			
Drill Pipe/Tubing								<u>Guide/Float Shoe</u>	<i>173.66</i>
Open Hole	<i>12 1/4</i>				<i>0</i>	<i>200</i>		Float Collar	
Casing	<i>9 5/8</i>				<i>0</i>	<i>173.66</i>		MSCC	
<i>LJ</i>						<i>15</i>		ECP	
								Liner Hanger	
<i>Leave 30Ft cmt incasing</i>								<i>1 x 9 5/8 in. Wood</i>	Cementing Plugs

Fluid and Cement Data:

Drilling Fluid: Type:		Density: (lb/gal)	YP:	PV:	Temp: (°F) Water:	Bulk:	Slurry:
#	Sacks	Volume (bbls)	Density (lb/gal)	Description	% - Additive	% - Additive	% - Additive
	<i>95</i>	<i>19.4</i>	<i>15.8</i>	<i>0-1-0 1/2"</i>	<i>3% CaCl2</i>	<i>1/4 #/sac cello</i>	



Treatment Report:

Event #	Time	Pressure (psi)		Rate (bbls/min)	Stage Volume (bbls)	Total Volume (bbls)	Remarks
		Tubular	Annular				
<i>1</i>	<i>15:00</i>						Arrive on Location - Time Requested: <i>ASAP</i>
<i>2</i>	<i>19:00</i>						Safety Meeting <i>Held</i>
<i>3</i>	<i>19:10</i>				<i>10</i>		Pressure Test Surface Treating Lines <i>2000 PSE</i>
<i>4</i>	<i>19:12</i>	<i>50</i>		<i>5</i>	<i>10</i>	<i>0</i>	Fresh H ₂ O
<i>5</i>	<i>19:14</i>	<i>0</i>		<i>5</i>	<i>19.4</i>	<i>10</i>	mix tank pump cmt (<i>15.8</i>) (yield <i>1.15</i>)
<i>6</i>	<i>19:20</i>	<i>0</i>			<i>29.4</i>		Drop Top Plug <i>Shutdown</i>
<i>7</i>	<i>19:24</i>	<i>0</i>		<i>3.5</i>	<i>12.4</i>	<i>29.4</i>	Displace Plug <i>Fresh H₂O</i>
<i>8</i>	<i>19:30</i>	<i>0</i>		<i>2.2</i>	<i>41.8</i>		Drop Plug <i>Leave 30Ft cmt incasing</i>

Fluid Returns Type: Well Preflush/Spacer Cement Vol: (bbls) *5* SAM Card #: *4427 D* Start: *17270* Finish: *16481*

Personnel & Equipment:

Employee	Unit #	Arrive	Depart	Travel Bonus	Bin # Miles City
<i>Lonnie Loomis</i>	<i>2450</i>	<i>15:00</i>	<i>20:30</i>		Bin #
<i>Sean Pask</i>	<i>4427</i>				Bin #
<i>Trevor May</i>	<i>7045</i>	<i>↓</i>	<i>↓</i>		<i>C-1 Miles City</i>
					TRANSFER NUMBERS

Service Comments: *5 bbls good cmt + Returns*

Primary Cementing
Service Report



SERVICE TICKET

9116607

Client Name Fidelity EOP	Well Name 2360	Job Date 11-27-04
Client Representative MR. Jeff Merkel	Location Sec 2-T 7N-R 59E	Job Type Intermediate

Well & Cement Plug Data:

Description	Size (in)	Weight (lb/ft)	Grade	Max. Press. (psi)	True Measured Depth (TMD)		Capacity (bbls)	Casing Attachments and Tools	TMD (ft)
					Start (ft)	End (ft)			
Drill Pipe/Tubing								Guide/Float Shoe	1341.39
Open Hole	8 3/4				0	1360		Float Collar	
Casing	7	17			0	1341.39		MSCC	
LJ						14		ECP	
								Liner Hanger	
								Insert float	1302.41
								1 x 7 in. Rubber Cementing Plugs	

Fluid and Cement Data:

Drilling Fluid: Type:	Density: (lb/gal)	YP:	PV:	Temp: (°F) Water:	Bulk:	Slurry:		
#	Sacks	Volume (bbls)	Density (lb/gal)	Description	% - Additive	% - Additive	% - Additive	% - Additive
	260	53.6	15.8	0-1-0" 9"	290cc/l ₂	44# / sk cello		



Treatment Report:

Event #	Time	Pressure (psi)		Rate (bbls/min)	Stage Volume (bbls)	Total Volume (bbls)	Remarks		
		Tubular	Annular						
	2:00						Arrive on Location - Time Requested: ASAP		
	11:25						Safety Meeting Held		
	11:34						Pressure Test Surface Treating Lines 3000PSI		
	11:36	100		5	10		Fresh H ₂ O		
	11:38	50		03	53.6	10	Mix and pump cement 15.8 (yield 1.15)		
	11:55	0				63.6	Drop Top Plug Shut down		
	11:57	750		035	54.6	63.6	Displace Plug Fresh H₂O		
	12:16	1000		22	118.2		Bump Plug float held		
Fluid Returns	Type: <input type="checkbox"/> Well <input type="checkbox"/> Preflush/Spacer <input checked="" type="checkbox"/> Cement	Vol: (bbls)	10	SAM Card #:	4427D	Start:	16477	Finish:	15630

Personnel & Equipment:

Employee	Unit #	Arrive	Depart	Travel Bonus	Bin Miles City
Lonnie Cumis	2450	2:00	12:30		Bin #
Sean Pask	2450				Bin #
Lee Larson	4427	↓	↓		C-11111111
Trevor May	7045				TRANSFER NUMBERS

Service Comments: 10 bbls good cement returns

**Primary Cementing
Service Report**



SERVICE TICKET

9116365

Client Name <u>Fidelity ESP</u>	Well Name <u>2360</u>	Job Date <u>12-1-04</u>
Client Representative <u>Mr. Jeff Merkel</u>	Location <u>Sec 2-T7N-R59E</u>	Job Type <u>Production</u>

Well & Cement Plug Data:

Description	Size (in)	Weight (lb/ft)	Grade	Max. Press. (psi)	True Measured Depth (TMD)		Capacity (bbls)	Casing Attachments and Tools	TMD (ft)
					Start (ft)	End (ft)			
Drill Pipe/Tubing								<u>Guide/Float Shoe</u>	<u>1943.07</u>
Open Hole	<u>6 1/4</u>				<u>0</u>	<u>2000</u>		Float Collar	
Casing	<u>4 1/2</u>	<u>10 1/2</u>			<u>0</u>	<u>1943.07</u>		MSCC	
<u>SJ</u>						<u>28.31</u>		ECP	
<u>LJ</u>						<u>15</u>		Liner Hanger	
								<u>L.D. Baffle</u>	<u>1929.76</u>
								<u>1 x 4 1/2 in. Rubber Cementing Plugs</u>	

Fluid and Cement Data:

Drilling Fluid: Type:	Density: (lb/gal)	YP:	PV:	Temp: (°F) Water:	Bulk:	Slurry:		
#	Sacks	Volume (bbls)	Density (lb/gal)	Description	% - Additive	% - Additive	% - Additive	% - Additive
	<u>215</u>	<u>44</u>	<u>15.8</u>	<u>0-1-0" G"</u>	<u>2% CaCl2</u>	<u>.25 CFL-3</u>	<u>4# sk cello</u>	



Treatment Report:

Event #	Time	Pressure (psi)		Rate (bbls/min)	Stage Volume (bbls)	Total Volume (bbls)	Remarks
		Tubular	Annular				
	<u>1800</u>						Arrive on Location - Time Requested: <u>1800</u>
	<u>21:30</u>						Safety Meeting <u>Held</u>
							Pressure Test Surface Treating Lines
	<u>21:41</u>	<u>100</u>		<u>4</u>	<u>15</u>		<u>Diesel Mud Flush</u>
	<u>21:46</u>	<u>100</u>		<u>5</u>	<u>20</u>	<u>15</u>	<u>Fresh H2O Pressure test 2000 psi</u>
	<u>22:00</u>	<u>200</u>		<u>4</u>	<u>44</u>	<u>35</u>	<u>Mix Pump Cmt @ 15.8 (yield 1.15)</u>
	<u>22:11</u>					<u>79</u>	<u>Drop Top Plug Shutdown</u>
	<u>22:15</u>	<u>800</u>		<u>4</u>	<u>30.6</u>	<u>79</u>	<u>Displace Plug Fresh H2O</u>
	<u>22:26</u>	<u>1300</u>		<u>2</u>		<u>109.6</u>	<u>Bump Plug 500 over float held</u>

Fluid Returns Type: Well Preflush/Spacer Cement Vol: (bbls) 4 SAM Card #: 4427 D Start: 17000 Finish: 16592

Personnel & Equipment:

Employee	Unit #	Arrive	Depart	Travel Bonus	Bin # Miles City
<u>Tyler Cook</u>	<u>2450</u>	<u>1800</u>	<u>23:00</u>		Bin #
<u>Dean Daise</u>		↓	↓		<u>Bin # C-114874</u>
<u>Sean Pask</u>	<u>4427</u>	↓	↓		MATERIAL
<u>Paul Feezell</u>	<u>7085</u>	↓	↓		TRANSFER
					NUMBERS

Service Comments:

Sanjel (USA) Inc.

500, 622 - 5th Avenue SW
 Calgary, Alberta, Canada
 T2P 0M6
 Telephone: (403) 269-1420



SERVICE TICKET

9116369

This service ticket is not an invoice; pricing is subject to review and change without notice.

Client Name Fidelity E & P			Well Name #2360			Job Date 12-02-04		
Address P.O. Box 1010			Location			Service Point Miles City		
City Cleavie			Province/State MT			Postal/Zip Code 55330-0131		
Client Representative MR. JEFF MERKEL			Job Type FIT			State MT		
County Fallon			Pricing Area A			State MT		
AFEP/PO #								

District	Service, Equipment & Material Type	13	Code	Quantity	Unit Price	Amount
	Travel Charge					
	Service Charge					
43	7" CENTRALIZERS		4428	7	55 ⁰⁰	385 ⁰⁰ ✓
SUBTOTAL						385 ⁰⁰
LESS DISCOUNT 25%						96 ²⁵ ✓

Thank you



This space is reserved for the Client Coding Stamp. Comments	25%		FIELD ESTIMATE		288	75
	<input checked="" type="checkbox"/> Cementing - Prim.	<input type="checkbox"/> Cementing - Rem.				
	<input type="checkbox"/> Coiled Tubing	<input type="checkbox"/> Nitrogen				
	<input type="checkbox"/> Stimulation	<input type="checkbox"/> Fracturing				
	<input type="checkbox"/> MPCTU	<input type="checkbox"/> Other				
Field <i>[Signature]</i>	Sales 1 <i>[Signature]</i>	Sales 2 <i>[Signature]</i>				

This signature certifies that I have read and comply with the terms and conditions as noted on the reverse of this document.

[Signature]

DEC 09 2004

MAY 18 2005

Work Order Contract

MONTANA BOARD OF REGISTRATION Order Number

3668512

Halliburton Energy Services, Inc. SAS CONS. BILLINGS
Houston, Texas 77056

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. 2360	Farm or Lease FEE	County FALLON	State MONTANA	Well Permit Number AFEYK1SMDLI5C31PAAA
Customer WILLISTON BASIN INTERSTATEWILLISTON BASIN INTERSTATE		Well Owner		Job Purpose N2 Foam Frac Service275

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 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 other 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 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(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 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. 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.

SIGNED: Mark Shumway
CUSTOMER Authorized Signatory

DATE: _____ TIME: _____ A.M./P.M.

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED

ORDER NUMBER 3668512

Mark Shumway
CUSTOMER Authorized Signatory

3.0 PERFORMANCE HIGHLIGHTSMONTANA OILFIELD
& GAS CONS. BILLING**3.1 Job Summary**

Start Time	11:50:49	
End Time	12:25:15	
Pump Time	27.41	min
Max Treating Pressure	2177	psi
Avg Treating Pressure	1115	psi
Avg Clean Rate	4.2	bpm
Clean Volume	4811	gal
Max Slurry Rate	8.8	bpm
Avg Slurry Rate	6.0	bpm
Slurry Volume	6933	gal
Max N2 Std Rate	6669	scfm
Avg N2 Std Rate	4783	scfm
N2 Std Volume	131093	scf
Proppant Mass	456.92	100*lb
Avg HHP	164	hp
BH Max Treating Pressure	2449	psi
BH Avg Treating Pressure	1394	psi
BH Max Rate	104.0	bpm
BH Avg Rate	16.5	bpm
BH Volume	17304	gal
BH Avg N2 Clean Quality	66.8	%
BH Max Proppant Concentration	6.01	lb/gal
BH Avg Proppant Concentration	2.81	lb/gal
BH Proppant in Formation	436	100*lb

RECEIVED

Work Order Contract

MAY 18 2005

Order Number

3668513

Halliburton Energy Services, Inc.
Houston, Texas 77056

MONTANA OIL & GAS CONSO. BILLINGS

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 2360	Farm or Lease FEE	County FALLON	State MONTANA	Well Permit Number AFEYK1SMDLI5C31PAAA
Customer WILLISTON BASIN INTERSTATE		Well Owner	Job Purpose 275	

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 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 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(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 - 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. 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.

SIGNED:


CUSTOMER Authorized Signatory

DATE:

TIME:

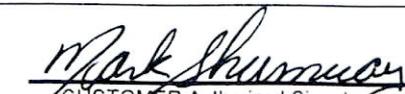
A.M./P.M.

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED

ORDER NUMBER

3668513


CUSTOMER Authorized Signatory

MAY 18 2005

3.0 PERFORMANCE HIGHLIGHTSMONTANA OILFIELD
& GAS CONS. BILLINGS**3.1 Job Summary**

Start Time	11:50:49	
End Time	12:25:15	
Pump Time	27.41	min
Max Treating Pressure	2177	psi
Avg Treating Pressure	1115	psi
Avg Clean Rate	4.2	bpm
Clean Volume	4811	gal
Max Slurry Rate	8.8	bpm
Avg Slurry Rate	6.0	bpm
Slurry Volume	6933	gal
Max N2 Std Rate	6669	scfm
Avg N2 Std Rate	4783	scfm
N2 Std Volume	131093	scf
Proppant Mass	456.92	100*lb
Avg HHP	164	hp
BH Max Treating Pressure	2449	psi
BH Avg Treating Pressure	1394	psi
BH Max Rate	104.0	bpm
BH Avg Rate	16.5	bpm
BH Volume	17304	gal
BH Avg N2 Clean Quality	66.8	%
BH Max Proppant Concentration	6.01	lb/gal
BH Avg Proppant Concentration	2.81	lb/gal
BH Proppant in Formation	436	100*lb

Halliburton Energy Services, Inc. MONTANA BOARD OF OIL & GAS CONS. BILLINGS
Houston, Texas 77056

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. 2360	Farm or Lease FEE	County FALLON	State MONTANA	Well Permit Number AFEYK1SMDLI5C31PAAA
Customer WILLISTON BASIN INTERSTATEWILLISTON BASIN INTERSTATE		Well Owner	Job Purpose N2 Foam Frac Service275	

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 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 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(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 - 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. 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.

SIGNED: Mark Shumway
CUSTOMER Authorized Signatory

DATE: _____ TIME: _____ A.M./P.M.

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED

ORDER NUMBER 3663555

Mark Shumway
CUSTOMER Authorized Signatory

RECEIVED

HALLIBURTON

MAY 18 2005

Fidelity E&P
 Fee 2360 Stage 1
 Fidelity 2360 Zone C1

MONTANA BOARD OF OIL
 & GAS CONS. BILLINGS

3.0 PERFORMANCE HIGHLIGHTS

3.1 Job Summary

Start Time	12:34:27	
End Time	13:08:11	
Pump Time	27.83	min
Max Treating Pressure	1654	psi
Avg Treating Pressure	1020	psi
Avg Clean Rate	4.3	bpm
Clean Volume	5064	gal
Max Slurry Rate	8.6	bpm
Avg Slurry Rate	6.1	bpm
Slurry Volume	7141	gal
Max N2 Std Rate	5860	scfm
Avg N2 Std Rate	4471	scfm
N2 Std Volume	124453	scf
Proppant Mass	446.87	100*lb
Avg HHP	153	hp
BH Max Treating Pressure	1876	psi
BH Avg Treating Pressure	1374	psi
BH Max Rate	117.7	bpm
BH Avg Rate	18.5	bpm
BH Volume	17310	gal
BH Avg N2 Clean Quality	68.3	%
BH Max Proppant Concentration	6.09	lb/gal
BH Avg Proppant Concentration	2.98	lb/gal
BH Proppant in Formation	434	100*lb

RECEIVED

Work Order Contract

MAY 18 2005 Order Number

3663556

Halliburton Energy Services, Inc.
Houston, Texas 77056

MONTANA BOARD OF OIL
& GAS CONS. BILLINGS

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 2360	Farm or Lease FEE	County FALLON	State MONTANA	Well Permit Number AFEYK1SMDLI5C31PAAA
Customer WILLISTON BASIN INTERSTATE		Well Owner	Job Purpose 275	

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, of 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 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 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(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.

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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.

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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.

SIGNED: Mark Shumway DATE: _____ TIME: _____ A.M./P.M.
CUSTOMER Authorized Signatory

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED

ORDER NUMBER 3663556 Mark Shumway
CUSTOMER Authorized Signatory

MAY 18 2005

3.0 PERFORMANCE HIGHLIGHTSMONTANA BOARD OF OIL
& GAS CONS. BILLINGS**3.1 Job Summary**

Start Time	12:34:27	
End Time	13:08:11	
Pump Time	27.83	min
Max Treating Pressure	1654	psi
Avg Treating Pressure	1020	psi
Avg Clean Rate	4.3	bpm
Clean Volume	5064	gal
Max Slurry Rate	8.6	bpm
Avg Slurry Rate	6.1	bpm
Slurry Volume	7141	gal
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Avg HHP	153	hp
BH Max Treating Pressure	1876	psi
BH Avg Treating Pressure	1374	psi
BH Max Rate	117.7	bpm
BH Avg Rate	18.5	bpm
BH Volume	17310	gal
BH Avg N2 Clean Quality	68.3	%
BH Max Proppant Concentration	6.09	lb/gal
BH Avg Proppant Concentration	2.98	lb/gal
BH Proppant in Formation	434	100*lb

WORK ORDER CONTRACT

Order Number
MAY 18 2005

3652185

Halliburton Energy Services, Inc.
Houston, Texas 77056

MONTANA BOARD OF OIL

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 2360	Farm or Lease FEE	County	State	Well Permit Number AFEYK1SMDLI5C31PAAA
Customer WILLISTON BASIN INTERSTATEWILLISTON BASIN INTERSTATE	Well Owner	Job Purpose N2 Foam Frac Service275		

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 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 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(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 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. 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.

SIGNED: [Signature] DATE: _____ TIME: _____ A.M./PM.

CUSTOMER Authorized Signatory

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED

ORDER NUMBER 3652185

[Signature]
CUSTOMER Authorized Signatory

3.0 PERFORMANCE HIGHLIGHTS

MONTANA BOARD OF OIL
 & GAS CONS' BILLINGS

3.1 Job Summary

Start Time	12:04:14	
End Time	14:42:33	
Pump Time	33.11	min
Max Treating Pressure	1689	psi
Avg Treating Pressure	1235	psi
Avg Clean Rate	3.8	bpm
Clean Volume	5221	gal
Max Slurry Rate	8.7	bpm
Avg Slurry Rate	5.2	bpm
Slurry Volume	7169	gal
Max N2 Std Rate	7083	scfm
Avg N2 Std Rate	5008	scfm
N2 Std Volume	165830	scf
Proppant Mass	419.10	100*lb
Avg HHP	156	hp
BH Max Treating Pressure	2106	psi
BH Avg Treating Pressure	1575	psi
BH Max Rate	85.5	bpm
BH Avg Rate	17.2	bpm
BH Volume	20808	gal
BH Avg N2 Clean Quality	70.5	%
BH Max Proppant Concentration	6.05	lb/gal
BH Avg Proppant Concentration	2.27	lb/gal
BH Proppant in Formation	435	100*lb

Work Order Contract

MAY 18 2005

Order Number

3652186

Halliburton Energy Services, Inc.
Houston, Texas 77056

MONTANA DEPARTMENT OF OIL
& GAS CONSUMERS BILLINGS

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. 2360	Farm or Lease FEE	County	State	Well Permit Number AFEYK1SMDLI5C31PAAA
Customer WILLISTON BASIN INTERSTATE		Well Owner	Job Purpose 275	

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 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 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(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 - 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. 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.

SIGNED: Pat Shumway DATE: _____ TIME: _____ A.M./P.M.
CUSTOMER Authorized Signatory

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED

ORDER NUMBER 3652186

Pat Shumway
CUSTOMER Authorized Signatory

3.0 PERFORMANCE HIGHLIGHTS

3.1 Job Summary

Start Time	12:04:14	
End Time	14:42:33	
Pump Time	33.11	min
Max Treating Pressure	1689	psi
Avg Treating Pressure	1235	psi
Avg Clean Rate	3.8	bpm
Clean Volume	5221	gal
Max Slurry Rate	8.7	bpm
Avg Slurry Rate	5.2	bpm
Slurry Volume	7169	gal
Max N2 Std Rate	7083	scfm
Avg N2 Std Rate	5008	scfm
N2 Std Volume	165830	scf
Proppant Mass	419.10	100*lb
Avg HHP	156	hp
BH Max Treating Pressure	2106	psi
BH Avg Treating Pressure	1575	psi
BH Max Rate	85.5	bpm
BH Avg Rate	17.2	bpm
BH Volume	20808	gal
BH Avg N2 Clean Quality	70.5	%
BH Max Proppant Concentration	6.05	lb/gal
BH Avg Proppant Concentration	2.27	lb/gal
BH Proppant in Formation	435	100*lb

Date 18-Apr-1-05 (406)652-4400



P.O. Box 80887
Billings, Montana 59108

INVOICE # 4637 LEASE/LOCATION Fidelity # 2360

STATE MT COUNTY Fallon LEGAL 2-7W-59E

ELEVATION 2975 KB ELEVATION 2981 DRILLER TD 2000 FIELD Cedar Creek

COMPETITION PERSONNEL DeVries, Peterson, Bostic UNIT # 1123

COMPANY Fidelity GSP BY Mark Shumway

ADDRESS _____
Competition Wireline Services is requested to perform the following services according to the terms printed on the reverse of this order.

ITEM		AMOUNT	INFORMATION			
4501	SERVICE CHARGE: <u>Truck</u>		Casing	Lb/Ft	From	To
4503	SERVICE CHARGE: <u>Mast</u>		9.625	32.3	0	183
	Mileage Logging unit _____ @ _____ per mile		7	17	0	135
	Pickup _____ @ _____ per mile		4.5	10.5	0	1953
	Mast/crane _____ @ _____ per mile					

Service 4652 Perf HSC
Depth 1670' @ min
Oper. 40 Shuts

Fluid _____ Level (surf) _____
Competition measurements are from (check One):
KB 6 GL _____ Prev. Logs

Service 4600 Repeats # 405
Depth 1700' @ min
Oper. 1 Run

CWS TD _____ Driller TD _____
Plug model _____ Size _____ Depth _____
Packer _____ Size _____ Depth _____

Service _____
Depth _____
Oper. _____

PERFORATIONS

Intervals	SPF	Total #
<u>1660-1670</u>	<u>4</u>	<u>40</u>

Service _____
Depth _____
Oper. _____

Service _____
Depth _____
Oper. _____

TOTAL PERFORATIONS: 3 1/8 106mm -302
Open HSC

Service _____
Depth _____
Oper. _____

Remarks: _____

Service _____
Depth _____
Oper. _____

RECEIVED

APR 20 2005

MONTANA BOARD OF OIL
& GAS CONS. BILLINGS

EQUIPMENT, RENTALS, PERSONNEL

4592 Pressure Control
Book Price _____
Discount _____

MATERIALS

4518 HSG
4600 Power Charge
4504 Mileage
Gst. Field Total _____

Sub total _____
Other _____
TOTAL CHARGES _____
Sales Tax _____
TOTAL CHARGES _____

Witnessed by: Mark Shumway
Competition WS Kanton DeVries
(Please Print)

Sanjel (USA) Inc.
 500, 622 - 5th Avenue SW
 Calgary, Alberta, T2P 0M6
 Telephone: (403) 269-1420



RECEIVED

MAY 10 2005

SERVICE TICKET
 9114076

MONTANA BOARD OF OIL & GAS CONS. BILLINGS
 This service ticket is not an invoice; pricing is subject to review and change without notice.

Client Name <i>Fidelity EOP</i>		Well Name <i>Well 2360</i>		Job Date <i>4-24-05</i>	
Address <i>PO Box 131</i>		Location <i>Sec-2-T7N-R59E</i>		Service Point <i>Williston</i>	
City <i>Glendive</i>		Province/State <i>MT</i>	Postal/Zip Code <i>59330</i>	Client Representative <i>Bill Tooznaeh</i>	Pricing Area <i>1</i>
Job Type <i>Pull Plug</i>		State <i>MT</i>	County <i>Fallis</i>	AFE/PO #	

District	Service, Equipment & Material Type	Code	Quantity	Unit Price	Amount
<i>41</i>	<i>CTU Field.</i>	<i>2005</i>	<i>2</i>	<i>350/Hr</i>	<i>700 00</i>
	<i>Sand specs</i>	<i>2254</i>	<i>1</i>	<i>65/Hr</i>	<i>65 00</i>
	<i>Hydraulic Disconnect</i>	<i>2208</i>	<i>1</i>	<i>175/Hr</i>	<i>175 00</i>

Well Data: FIELD ESTIMATE *940 00*

Multipurpose Coiled Tubing Service Report	Casing		Tubing		Fluid Pumped (bbl)	Fluid Returns (bbl)	Sand Returns (bbl)	Coil Cycled (ft)	Soap (gal)	Unit Travel Hours	Unit Location Hours	Crew Travel Hours
	Size (in)	Pressure (psi)	Size (in)	Pressure (psi)								
	<i>4.5</i>							<i>1560</i>	<i>4</i>		<i>2</i>	

Tool and Treatment Summary: *CTU Travel To Location R/L CTU Make Up Run To Plug 1560' SAP PASH Fish Plug R/L.*

Personnel and Equipment:

Employees	<i>David Valtz</i>	Units	<i>2544</i>
	<i>Dennis Valtz</i>		<i>7707</i>

Service Comments:

Arrival Time: *1100* Departure Time: *1305*

<i>Tim Ree</i>	APB		FIELD ESTIMATE	
	<input type="checkbox"/> Cementing - Prim.	<input type="checkbox"/> Cementing - Rem.		
	<input type="checkbox"/> Coiled Tubing	<input type="checkbox"/> Nitrogen		
	<input type="checkbox"/> Stimulation	<input type="checkbox"/> Fracturing		
	<input checked="" type="checkbox"/> MPCTU	<input type="checkbox"/> Other		
Field <i>AF</i>		Sales 1	Sales 2 <i>GM</i>	

This space is reserved for the Client Coding Stamp.

Comments: *x-Bill Tooznaeh*

This signature confirms that I have read and comply with the terms and conditions as noted on the reverse of this document.

MAY 03 2005

MAY 03 2005

Sanjel (USA) Inc.
 500, 622 - 5th Avenue SW
 Calgary, Alberta, T2P 0M6
 Telephone: (403) 269-1420



SERVICE TICKET
9108144

This service ticket is not an invoice; pricing is subject to review and change without notice.

Client Name Fidelity EXP /			Well Name Well 2360			Job Date 4-23-05		
Address P.O. Box 131			Location Sec-2-T7N-R59E			Service Point Williston		
City Glendive			Province/State MT	Postal/Zip Code 59330		Client Representative Bill Tooznah		Pricing Area 1
Job Type 4/0	State MT		County Fallon		AFE/PO # 110			

District	Service, Equipment & Material Type	Code	Quantity	Unit Price	Amount
41	LTH. Field.	2000	1.5	350/Hr	525.00
	Sandspear	2204	1	65/well	65.00
	Flow Back Tank	2160	1	330/day	330.00
					FIELD ESTIMATE 920.00

APR 29 2005
APR 27 2005

Multipurpose Coiled Tubing Service Report

Casing		Tubing		Fluid Pumped (bbl)	Fluid Returns (bbl)	Sand Returns (bbl)	Coil Cycled (ft)	Soap (gal)	Unit Travel Hours	Unit Location Hours	Crew Travel Hours
Size (in)	Pressure (psi)	Size (in)	Pressure (psi)								
4.5							1560			1.5	

Tool and Treatment Summary: *CTU Travel To Location, Run Make 4/0 Run To Plug 1560' work Pests & SOAP POOH RID GTR.*

Personnel and Equipment:

Employees	David Volz	Units	2544	MATERIAL
	Dennis Volz		7707	TRANSFER
Service Comments:				
Arrival Time:	0930	Departure Time:	1100	

RECEIVED

Jim Ree.	APB		FIELD ESTIMATE		MAY 9 2005	
	<input type="checkbox"/> Cementing - Prim.	<input type="checkbox"/> Cementing - Rem.	MONTANA BOARD OF OIL & GAS CONS. BILLINGS			
	<input type="checkbox"/> Coiled Tubing	<input type="checkbox"/> Nitrogen				
	<input type="checkbox"/> Stimulation	<input type="checkbox"/> Fracturing				
<input checked="" type="checkbox"/> MPCTU	<input type="checkbox"/> Other					
Field		Sales 1	Sales 2			
AF			Gen			

This space is reserved for the Client Coding Stamp.

Comments: **x Bill Tooznah**

This signature confirms that I have read and comply with the terms and conditions as noted on the reverse of this document.

Sanjel (USA) Inc.
 500, 622 - 5th Avenue SW
 Calgary, Alberta, T2P 0M6
 Telephone: (403) 269-1420



SERVICE TICKET
9108134

This service ticket is not an invoice; pricing is subject to review and change without notice.

Client Name <i>Fidelity E&P</i>			Well Name <i>Well 2360</i>			Job Date <i>4-21-05</i>		
Address <i>PO. Box 131</i>			Location <i>Sec 2-T7N-R59E</i>			Service Point <i>Williston</i>		
			Client Representative <i>Bill Toznan</i>			Pricing Area <i>1</i>		State <i>ND</i>
City <i>Glendive</i>	Province/State <i>MT</i>	Postal/Zip Code <i>59335</i>	Job Type <i>Plug Plug</i>	State <i>MT</i>	County <i>Falls</i>	AFE/PO #		
District	Service, Equipment & Material Type		17	Code	Quantity	Unit Price	Amount	
<i>41</i>	<i>CTU Field.</i>			<i>2005</i>	<i>1.5</i>	<i>350/H5</i>	<i>525</i>	<i>05</i>
	<i>SANDSpear</i>			<i>2200</i>	<i>1</i>	<i>65/Bell</i>	<i>65</i>	<i>00</i>
							FIELD ESTIMATE	<i>590 00</i>

Well Data:

Multipurpose Coiled Tubing Service Report	Casing		Tubing		Fluid Pumped (bbl)	Fluid Returns (bbl)	Sand Returns (bbl)	Coil Cycled (ft)	Soap (gal)	Unit Travel Hours	Unit Location Hours	Crew Travel Hours
	Size (in)	Pressure (psi)	Size (in)	Pressure (psi)								
	<i>4.5</i>							<i>1700</i>	<i>4</i>		<i>1.5</i>	

Tool and Treatment Summary: *CTU Travel To Location, Run make 4/0 Ann To Plug 1700' SOAP. POTH, Fish Plug POTH Rld CTU.*

Personnel and Equipment:

Employees	<i>David Woltz</i>	Units	<i>2544</i>	MATERIAL
	<i>Dean Ingebritson</i>		<i>2707</i>	TRANSFER
Service Comments:				NUMBERS

Arrival Time: *1630* Departure Time: *1800*

RECEIVED

<i>Jim Rec.</i>	APB		FIELD ESTIMATE		MAY 9 2005 MONTANA BOARD OF OIL & GAS CONS. BILLINGS
	<input type="checkbox"/> Cementing - Prim.	<input type="checkbox"/> Cementing - Rem.			
	<input type="checkbox"/> Coiled Tubing	<input type="checkbox"/> Nitrogen			
	<input type="checkbox"/> Stimulation	<input type="checkbox"/> Fracturing			
	<input checked="" type="checkbox"/> MPCTU	<input type="checkbox"/> Other			
This space is reserved for the Client Coding Stamp.		Field <i>AF</i>	Sales 1	Sales 2 <i>GM</i>	
Comments					This signature confirms that I have read and comply with the terms and conditions as noted on the reverse of this document. <i>x Bill Toznan</i>

APR 29 2005
APR 27 2005

Sanjel (USA) Inc.
 500, 622 - 5th Avenue SW
 Calgary, Alberta, T2P 0M6
 Telephone: (403) 269-1420



JUN 06 2005

SERVICE TICKET
 9111664

This service ticket is not an invoice; pricing is subject to review and change without notice.

Client Name Fidelity E&P			Well Name # 2360			Job Date 5-24-05			
Address P.O. Box 131			Location Sec 2 -T7N -R59E			Service Point Williston			
			Client Representative Bill Tooznah			Pricing Area 1	State N.D.		
City Glendive	Province/State MT	Postal/Zip Code 59330	Job Type Hang string	State MT	County Fallon	AFE/PO #			
District 41	Service, Equipment & Material Type				17	Code	Quantity	Unit Price	Amount
	CTU Field						2	350/Hr	700.00
	tubing joiner						1	30/each	30.00
	tubing plug						1	25/each	25.00
	Spooling trailer						1	165/DAY	165.00
								FIELD ESTIMATE	\$ 920.00

Well Data:

Multipurpose Coiled Tubing Service Report	Casing		Tubing		Fluid Pumped (bbl)	Fluid Returns (bbl)	Sand Returns (bbl)	Coil Cycled (ft)	Soap (gal)	Unit Travel Hours	Unit Location Hours	Crew Travel Hours
	Size (in)	Pressure (psi)	Size (in)	Pressure (psi)								
	4 1/2		1 3/4					1909	4		2	

Tool and Treatment Summary:

RIG UP CTU Run in hole to 1909' worked PERF
 & soaped on bottom POOH
 Load & run 1690' of 1 3/4" X 1.0 Polly in well
 blew plug out of end of Polly
 RIG CTU down & travel to Baker MT

Personnel and Equipment:

Employees Dennis Volk	Units 2544	MATERIAL
Dean Ingebritson	7707	

Service Comments:

Arrival Time: 1700	Departure Time: 1900	RECEIVED

Tim Ree	APB		FIELD ESTIMATE	
	<input type="checkbox"/> Cementing - Prim.	<input type="checkbox"/> Cementing - Rem.	MONTANA BOARD OF OIL & GAS CONS. BILLINGS	
<input type="checkbox"/> Coiled Tubing	<input type="checkbox"/> Nitrogen			
<input type="checkbox"/> Stimulation	<input type="checkbox"/> Fracturing			
<input checked="" type="checkbox"/> MPCTU	<input type="checkbox"/> Other			
Field CS	Sales 1			
Comments		This signature confirms that I have read and comply with the terms and conditions as noted on the reverse of this document.		
		Bill Tooznah		

JUN - 9 2005

025-22215