

SIDE ONE

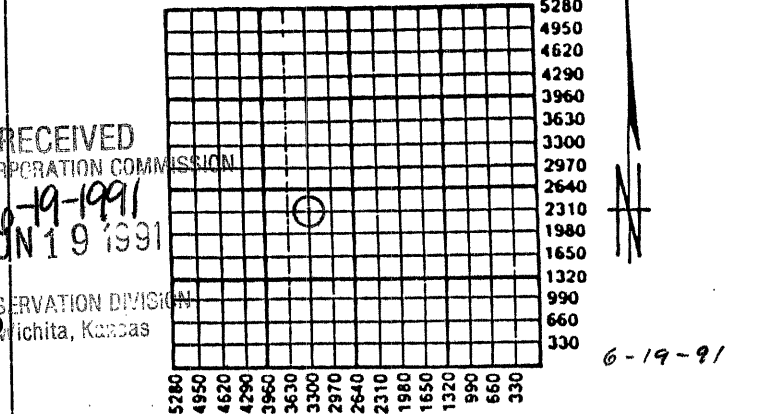
STATE CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

Operator: License # 04981
Name: Cholla Resources, Inc.
Address 1641 California St., Ste #300
Denver, CO 80202
Purchaser: Farmland Industries, Inc.
Operator Contact Person: Bill Goff
Phone (303) -623-4565
Contractor: Name: Emphasis Oil Operations
License: 8241
Wellsite Geologist: Mike Davignon

Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD Temp. Abd.
 Gas Inj Delayed Comp.
 Dry Other (Core, Water Supply, etc.)

If OWMO: old well info as follows:
Operator: _____
Well Name: _____
Comp. Date _____ Old Total Depth _____
Drilling Method:
 Mud Rotary Air Rotary Cable
4/1/91 4/7/91
Spud Date Date Reached TD Completion Date

API NO. 15- 163,23,157-00-02
County Rooks
Approx. N 7/2 NE SW Sec. 15 Twp. 8S Rge. 18 East West
2310 Ft. North from Southeast Corner of Section
3300 Ft. West from Southeast Corner of Section
(NOTE: Locate well in section plat below.)
Lease Name Kriley Well # 1-15
Field Name _____
Producing Formation Lansing
Elevation: Ground 1962' KB 1967'
Total Depth 3495' PBTD 3456'



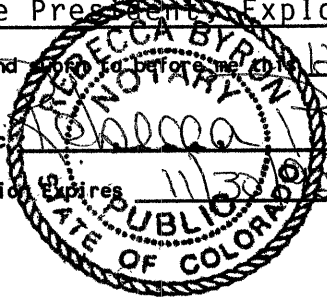
Amount of Surface Pipe Set and Cemented at 200.65 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 1323 Feet
If Alternate II completion, cement circulated from 1323
feet depth to Surface w/ 290 sx cmt.

RECEIVED
STATE CORPORATION COMMISSION
6-19-1991
JUN 19 1991
OIL & GAS CONSERVATION DIVISION
Wichita, Kansas

INSTRUCTIONS: This form shall be completed in triplicate and filed with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, Kansas 67202, within 120 days of the spud date of any well. Rule 82-3-130, 82-3-107 and 82-3-106 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form. See rule 82-3-107 for confidentiality in excess of 12 months. One copy of all wireline logs and drillers time log shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. Any recompletion, workover or conversion of a well requires filing of ACO-2 within 120 days from commencement date of such work.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Robert M. [Signature]
Title Vice President, Exploration Date 6/12/91
Subscribed and sworn to before me this 12th day of JUNE, 1991.
Notary Public [Signature]
Date Commission Expires 11/30/92



K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Drillers Timelog Received
Distribution
 KCC SWD/Rep NGPA
 KGS Plug Other (Specify)

SIDE TWO

Operator Name Cholla Resources, Inc. Lease Name Kriley Well # 1-15

Sec. 15 Twp. 8S Rge. 18 East West
 County Rooks

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of log.

<p>Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach Additional Sheets.)</p> <p>Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy.)</p>	<p style="text-align: center;">Formation Description</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Log <input type="checkbox"/> Sample</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Bottom</th> </tr> </thead> <tbody> <tr> <td>Anhydrite</td> <td>1345'</td> <td>1384'</td> </tr> <tr> <td>Heebner</td> <td>3096'</td> <td></td> </tr> <tr> <td>Toronto</td> <td>3118'</td> <td></td> </tr> <tr> <td>Lansing</td> <td>3137'</td> <td></td> </tr> <tr> <td>Base Kansas City</td> <td>3356'</td> <td></td> </tr> <tr> <td>Arbuckle</td> <td>3389'</td> <td></td> </tr> </tbody> </table>	Name	Top	Bottom	Anhydrite	1345'	1384'	Heebner	3096'		Toronto	3118'		Lansing	3137'		Base Kansas City	3356'		Arbuckle	3389'	
Name	Top	Bottom																				
Anhydrite	1345'	1384'																				
Heebner	3096'																					
Toronto	3118'																					
Lansing	3137'																					
Base Kansas City	3356'																					
Arbuckle	3389'																					

<p>CASING RECORD <input type="checkbox"/> New <input checked="" type="checkbox"/> Used</p> <p style="text-align: center;">Report all strings set-conductor, surface, intermediate, production, etc.</p>							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4	8 5/8	20	210'	60-40 poz	135	3%cc 2%gel
Production	7 7/8	4 1/2	10 1/2	3493'	60-40 poz	175	
PERFORATION RECORD				Acid, Fracture, Shot, Cement Squeeze Record			
Shots Per Foot	Specify Footage of Each Interval Perforated			(Amount and Kind of Material Used) Depth			
2 SPF	3265'-73'			Shot 1 hole per zone treated with 3,500 gal 20% mud. Re-shot, swab 15 BFPH.			
2 SPF	3286'-90'						
2 SPF	3304'-10'						
2 SPF	3347'-55'						
TUBING RECORD				Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No			
Size		Set At		Packer At			
2 3/8		Anchor @ 3436'					
Date of First Production	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)						
May 4, 1991							
Estimated Production Per 24 Hours	Oil 33 Bbls.	Gas	Mcf	Water 85 Bbls.	Gas-Oil Ratio	Gravity 36.8	

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

METHOD OF COMPLETION

Open Hole Perforation Dually Completed Commingled

Other (Specify) _____

Production Interval _____

TRILOBITE TESTING COMPANY

P.O. Box 362 • Hays, Kansas 67601

15-163-23157-00-00

Drill-Stem Test Data

Well Name KRILEY #1-15 Test No. 1 Date 4/5/91
Company CHOLLA RESOURCES INC Zone Tested TORONTO
Address 1641 CALIF ST #300 DENVER CO Elevation 1960 GL
Co. Rep./Geo. MR MIKE DAVIGNON Cont. EMPHASIS RIG #8 Est. Ft. of Pay 3
Location: Sec. 15 Twp. 8S Rge. 18W Co. ROOKS State KS

Interval Tested 3090-3133 Drill Pipe Size 4.5 XH
Anchor Length 43 Wt. Pipe I.D. - 2.7 Ft. Run _____
Top Packer Depth 3085 Drill Collar - 2.25 Ft. Run _____
Bottom Packer Depth 3090
Total Depth 3133

Mud Wt. 8.8 lb / gal. Viscosity 45 Filtrate N/A

Tool Open @ 5:21 AM Initial Blow VERY WEAK 1/4" BLOW DYING IN 22 MINUTES
NO BLOW BACK

Final Blow _____

Recovery - Total Feet 3 Flush Tool? NO

Rec. 3 Feet of PIT MUD

Rec. _____ Feet of _____

Rec. _____ Feet of _____

Rec. _____ Feet of _____

Rec. _____ Feet of _____

BHT 98 °F Gravity _____ °API @ _____ °F Corrected Gravity _____ °API

RW _____ @ _____ °F Chlorides _____ ppm Recovery Chlorides N/A ppm System

(A) Initial Hydrostatic Mud 1502.3 PSI Ak1 Recorder No. 11038 Range 5075

(B) First Initial Flow Pressure 15.2 PSI @ (depth) 3092 w/Clock No. 17640

(C) First Final Flow Pressure 15.2 PSI AK1 Recorder No. 13337 Range 3975

(D) Initial Shut-In Pressure 421.6 PSI @ (depth) 3131 w/Clock No. 27597

(E) Second Initial Flow Pressure _____ PSI AK1 Recorder No. _____ Range _____

(F) Second Final Flow Pressure _____ PSI @ (depth) _____ w/Clock No. _____

(G) Final Shut-In Pressure _____ PSI Initial Opening 30 Final Flow JUN 19 1991

(H) Final Hydrostatic Mud 1488.4 PSI Initial Shut-In 30 Final Shut-In _____

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CORPORATION COMMISSION
JUN 19 1991
OCCUPATION DIVISION
Wichita, Kansas

Our Representative MR ROGER SELLS TOTAL PRICE \$ 550

TRILOBITE TESTING COMPANY

P.O. Box 362 • Hays, Kansas 67601

15-163-23157-00-00

Drill-Stem Test Data

Well Name KRILEY #1-15 Test No. 2 Date 4/5/91
Company CHOLLA RESOURCES INC Zone Tested KS CITY "A-F"
Address 1641 CALIF ST #300 DENVER CO Elevation 1960 GL
Co. Rep./Geo. MR MIKE DAVIGNON Cont. EMPHASIS RIG #8 Est. Ft. of Pay 10
Location: Sec. 15 Twp. 8S Rge. 18W Co. ROOKS State KS

Interval Tested 3126-3226
Anchor Length 100
Top Packer Depth 3121
Bottom Packer Depth 3126
Total Depth 3226

Drill Pipe Size 4.5 XH
Wt. Pipe I.D. - 2.7 Ft. Run _____
Drill Collar - 2.25 Ft. Run _____

Mud Wt. 8.9 lb / gal. Viscosity 41 Filtrate N/A

Tool Open @ 7:29 PM Initial Blow WEAK BLOW BUILDING TO 4.5" - BLED 2" - NO BLOW BACK

Final Blow VERY WEAK SURFACE BLOW COMING BACK 9 MINUTES INTO OPENING - DYING BACK - NO BLOW BACK

Recovery - Total Feet 85 Flush Tool? NO

Rec. 25 Feet of PIT MUD

Rec. 60 Feet of SLIGHTLY OIL STAINED MUD

Rec. _____ Feet of _____

Rec. _____ Feet of _____

Rec. _____ Feet of _____
BHT 100 °F Gravity _____ °API @ _____ °F Corrected Gravity _____ °API

RW _____ @ _____ °F Chlorides _____ ppm Recovery Chlorides N/A ppm System

(A) Initial Hydrostatic Mud 1450.6 PSI AK1 Recorder No. 11038 Range 5075

(B) First Initial Flow Pressure 42.3 PSI @ (depth) 3128 w/Clock No. 17640

(C) First Final Flow Pressure 42.3 PSI AK1 Recorder No. 13337 Range 3975

(D) Initial Shut-In Pressure 486.1 PSI @ (depth) 3223 w/Clock No. 27597

(E) Second Initial Flow Pressure 71.2 PSI AK1 Recorder No. _____ Range _____

(F) Second Final Flow Pressure 71.2 PSI @ (depth) _____ w/Clock No. _____

(G) Final Shut-In Pressure 450.6 PSI Initial Opening 30 Final Flow 30

(H) Final Hydrostatic Mud 1420.9 PSI Initial Shut-In 60 Final Shut-In 60

Our Representative MR ROGER SELLS

TOTAL PRICE \$ 550

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STATE CORPORATION COMMISSION

JUN 19 1991

CONSERVATION DIVISION
Wichita, Kansas

Phone 913-483-2627, Russell, Kansas
 Phone 316-793-5861, Great Bend, Kansas

Phone Plainville 913-434-2812
 Phone Ness City 913-798-3843

15-163-23157-00-00

ALLIED CEMENTING CO., INC. No. 9479

Home Office P. O. Box 31 Russell, Kansas 67665

Date	4/1/91	Sec	15	Twp	18	Range	13	Called Out	3:00 AM	On Location	5:30 PM	Job Start	7:00 PM	Finish	7:30 PM	
Lease	Arley	Well No.	H-15	Location	Plainville	County	Rock	State	Kansas							
Contractor	Emphasis Oil Operations Rig 3							Owner	Cholla Resources Inc.							
Type Job	SURFACE															
Hole Size	1 1/2"		T.D.	710'												
Csg.	2 7/8"		Depth	300.65'												
Tbg. Size	2 1/2"		Depth													
Drill Pipe	2 3/4"		Depth													
Tool	2 3/4"		Depth													
Cement Left in Csg.	20'		Shoe Joint													
Press Max.			Minimum													
Meas Line			Displace													
Perf.																

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.

Charge To **EMPHASIS OIL OPERATIONS**

Purchase Order No. **CEMENT**
 Amount Ordered **135 SKS 60/40 P62 3% C. 2 1/2 G =**

EQUIPMENT

H-15 No.	Cementer	M. Kaurman
Pumptrk	Helper	Gerald K.
No.	Cementer	
Pumptrk	Helper	
H-15 No.	Driver	E. K.
Bulktrk	Driver	

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

DEPTH of Job		
Reference	DEMAN P	
	1 1/2" PLUG	
	Sub Total	
	Tax	
	Total	

Remarks: **CEMENT CIRCULATED**

STATE RECEIVED
 CONSERVATION COMMISSION
 JUN 19 1991
 CONSERVATION DIVISION
 Wichita, Kansas

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied-Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

INVOICE

HALLIBURTON SERVICES

15-163-23157-00-00
A Halliburton Company

INVOICE NO. DATE

103875 04/07/1991

WELL LEASE NO./PLANT NAME WELL/PLANT LOCATION STATE WELL/PLANT OWNER

KRIELY 1-15 ROOKS KS SAME

SERVICE LOCATION CONTRACTOR JOB PURPOSE TICKET DATE

HAYS EMPHASIS TOP OUTSIDE PRODUCTION CASING 04/07/1991

ACCT. NO. CUSTOMER AGENT VENDOR NO. CUSTOMER P.O. NUMBER SHIPPED VIA FILE NO.

158442 JACK D. FOX COMPANY TRUCK 13318

CHOLLA RESOURCES, INC.
1641 CALIFORNIA STREET
SUITE 400
DENVER, CO 80202

DIRECT CORRESPONDENCE TO:
FIRST OKLAHOMA TOWER
210 WEST PARK AVENUE
SUITE 2050
OKLAHOMA CITY, OK 73102-5601

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
000-117	PRICING AREA - MID CONTINENT MILEAGE	12	MI	2.60	31.20
		1	UNT		
001-016	CEMENTING CASING	3494	FT	1,185.00	1,185.00
		1	UNT		
030-018	CEMENTING PLUG SW, PLASTIC TOP	4 1/2	IN	50.00	50.00
		1	EA		
73	F.O. MULT STAGE CMTR 4 1/2" 8RD	1	EA	1,665.00	1,665.00
813.0141					
12A	GUIDE SHOE - 4 1/2" 8RD THD.	1	EA	89.00	89.00
825.201					
27	FILL-UP UNIT 4 1/2"-5"	1	EA	27.50	27.50
815.19111					
40	CENTRALIZER 4-1/2" MODEL S-4	5	EA	43.00	215.00
807.93004					
320	CEMENT BASKET 4 1/2"	3	EA	85.00	255.00
800.8881					
24A	INSERT FLOAT VALVE - 4 1/2" 8RD	1	EA	73.00	73.00
815.19101					
504-308	STANDARD CEMENT	175	SK	5.45	953.75
509-968	SALT	1365	LB	.10	136.50
508-127	CAL SEAL	8	SK	19.70	157.60
508-292	GILSONITE, SACKED	2200	LB	.47	1,034.00
507-153	CFR-3	82	LB	4.10	336.20
509-554	HALLIBURTON GEL	2	SK	13.75	27.50
500-207	BULK SERVICE CHARGE	252	CFT	1.15	289.80
500-306	MILEAGE CMTG MAT DEL OR RETURN	126.582	TMI	.80	101.27
	INVOICE SUBTOTAL				6,627.32
	DISCOUNT-(BID)				994.08-
	INVOICE BID AMOUNT				5,633.24
	***** CONTINUED ON NEXT PAGE *****				

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JUN 19 1991

REGISTRATION DIVISION
Wichita, Kansas

TERMS INVOICES PAYABLE NET BY THE 20TH OF THE FOLLOWING MONTH AFTER DATE OF INVOICE. UPON CUSTOMER'S DEFAULT IN PAYMENT OF CUSTOMER'S ACCOUNT BY THE LAST DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH THE INVOICE IS DATED, CUSTOMER AGREES TO PAY INTEREST THEREON AFTER DEFAULT AT THE HIGHEST LAWFUL CONTRACT RATE APPLICABLE BUT NEVER TO EXCEED 18% PER ANNUM. IN THE EVENT IT BECOMES NECESSARY TO EMPLOY AN ATTORNEY TO ENFORCE COLLECTION OF SAID ACCOUNT, CUSTOMER AGREES TO PAY ALL COLLECTION COSTS AND ATTORNEY FEES IN THE AMOUNT OF 20% OF THE AMOUNT OF THE UNPAID ACCOUNT.



15-163-23157-00-00

TICKET

NO. 126301-X

A Division of Halliburton Company

FORM 1906 R-11

WELL NO. — FARM OR LEASE NAME 1-15 Kralley		COUNTY Rooks	STATE Ks.	CITY / OFFSHORE LOCATION	DATE 4 19 91
CHARGE TO Cholla Resources		OWNER Same		TICKET TYPE (CHECK ONE)	NITROGEN JOB
ADDRESS		CONTRACTOR Bill Well Service		SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CITY, STATE, ZIP		SHIPPED VIA Cs Trk		LOCATION 1 Grant Bend, Ks	CODE 25520
WELL TYPE 01		WELL CATEGORY 01		LOCATION 2	CODE
TYPE AND PURPOSE OF JOB 030		WELL PERMIT NO. B-918131		LOCATION 3	CODE
		ORDER NO.		REFERRAL LOCATION	

As consideration, the above-named Customer agrees to pay Halliburton in accord with the rates and terms stated in Halliburton's current price lists. Invoices payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ an attorney to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account. These terms and conditions shall be governed by the law of the state where services are performed or equipment or materials are furnished.

Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's liability and customer's exclusive remedy in any cause of action (whether in contract, tort, product liability, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages.

PRICE REFERENCE	SECONDARY REF OR PART NO.	L O C	ACCOUNT	DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT	
					QTY	MEAS	QTY	MEAS			
000-117		1		MILEAGE	48	mi.			2.60	124	80
009-134	009-019	1		Pump Charge	8	hr	1323	41	915.00	915	00

NOT THIS IS AN INVOICE

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JUN 19 1991

CONSERVATION DIVISION
Wichita, Kansas

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO. **B-918131**

2894 68

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

X *[Signature]*
CUSTOMER OR HIS AGENT (PLEASE PRINT)

X _____
CUSTOMER OR HIS AGENT (SIGNATURE)

WE CERTIFY THAT THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED HAS BEEN COMPLIED WITH IN THE PRODUCTION OF GOODS AND OR WITH RESPECT TO SERVICES FURNISHED UNDER THIS CONTRACT.

Terry Bennell
HALLIBURTON OPERATOR

HALLIBURTON APPROVAL _____

CUSTOMER

SUB TOTAL
APPLICABLE TAXES WILL BE ADDED ON INVOICE.

**BULK MATERIALS DELIVERY
AND
TICKET CONTINUATION**

15-163-23157-00-00

FOR INVOICE AND TICKET NO. 126309



A Division of Halliburton Company

DATE 4-19-91	CUSTOMER ORDER NO.	WELL NO. AND FARM Kriley 1-15	COUNTY Rooks	STATE Ks.
CHARGE TO Cholla Resources		OWNER Cholla Resources	CONTRACTOR Bill's Well Service	No. B 918131
MAILING ADDRESS		DELIVERED FROM Great Bend, Ks.	LOCATION CODE 25520	PREPARED BY S.C. Henry
CITY & STATE		DELIVERED TO Location	TRUCK NO. 1540-5621	RECEIVED BY Jerry Beunell

PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT		
		L	D		QTY.	MEAS.	QTY.	MEAS.				
504-316		1	B	Halliburton Light Cement	325	sk			5.64	1833.00		
507-210	890.50071	1	B	Flocele Blended 1/4#W/325	81	lb.			1.30	105.30		
<i>THIS IS NOT AN INVOICE</i>												
500-207		1	B	SERVICE CHARGE				CU. FEET 330	1.15	379.50		
500-306		1	B	Mileage Charge	30.046	TOTAL WEIGHT	48	LOADED MILES	721.10	TON MILES	.80	576.88
No. B 918131		CARRY FORWARD TO INVOICE							SUB-TOTAL		2894.68	

RECEIVED
STATE CORPORATION COMMISSION

JUN 19 1991

CONSERVATION DIVISION
Wichita, Kansas

Returned
Mileage
Charge

TOTAL WEIGHT

LOADED MILES

TON MILES

SERVICE CHARGE ON MATERIALS RETURNED

CU. FEET

Mileage
Charge

30.046
TOTAL WEIGHT

48
LOADED MILES

721.10
TON MILES



WORK ORDER CONTRACT AND PRE-TREATMENT DATA

15-163-23157-00-00

FORM 1908 R-7 A Division of Halliburton Company

ATTACH TO INVOICE & TICKET NO. 126301

DISTRICT Pratt, Ks.

DATE 4-19-91

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

WELL NO. 1-15 LEASE Kelsey SEC. TWP. RANGE

FIELD COUNTY Reeks STATE Ks OWNED BY Some

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

Table with columns: FORMATION NAME, TYPE, THICKNESS, FROM, TO, PACKER TYPE, SET AT, TOTAL DEPTH, MUD WEIGHT, BORE HOLE, INITIAL PROD, PRESENT PROD, NEW USED, WEIGHT, SIZE, FROM, TO, MAX. ALLOW. P.S.I., OPEN HOLE, PERFORATIONS, SHOTS/FT.

PREVIOUS TREATMENT: DATE TYPE MATERIALS

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

Cement thru FO at 1323' w/ 325 sks Howard lite 7/8" Floccle Returned w/ 95 sks

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

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

- a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice.
b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including, but not limited to, surface and subsurface damage.
2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
3. Personal injury or death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.
c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to guarantee the effectiveness of the products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton.
d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE.
e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton.
f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
g) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
h) That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

JUN 19 1991

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

CONSERVATION DIVISION Wichita, Kansas

SIGNED [Signature] CUSTOMER

DATE 4-19-91

TIME 0930 A.M. P.M.

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

CUSTOMER



JOB SUMMARY

HALLIBURTON DIVISION
HALLIBURTON LOCATION

Oklahoma City 15-163-23157-00-00
Great Bend, Kansas
BILLED ON TICKET NO. 126301

CUSTOMER: Challa Resources
LEASE: K-12-1
WELL NO: 1-15
JOB TYPE: Cement
DATE: 4-17-91

WELL DATA

FIELD _____ SEC. _____ TWP. _____ RNG. _____ COUNTY Rooks STATE Ks.

FORMATION NAME _____ TYPE _____

FORMATION THICKNESS _____ FROM _____ TO _____

INITIAL PROD: OIL _____ BPD. WATER _____ BPD. GAS _____ MCFD

PRESENT PROD: OIL _____ BPD. WATER _____ BPD. GAS _____ MCFD

COMPLETION DATE _____ MUD TYPE _____ MUD WT. _____

PACKER TYPE RBP SET AT 2660

BOTTOM HOLE TEMP. _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH _____

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	U	10.5	4 1/2	-0-	2660	
LINER						
TUBING			2 7/8	-0-		
OPEN HOLE FO				1323		SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

JOB DATA

CALLLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE <u>4-19</u>	DATE <u>4-19</u>	DATE <u>4-19</u>	DATE <u>4-19</u>
TIME <u>0530</u>	TIME <u>0845</u>	TIME <u>1000</u>	TIME <u>1430</u>

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
<u>J Bennett</u>	<u>comb</u>	
<u>D Scott</u>	<u>3242</u>	<u>25520</u>
<u>D Dobrotz</u>	<u>8.1K</u>	<u>25520</u>
<u>M Childers</u>	<u>Tools</u>	<u>1143</u>
	<u>34427</u>	

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER <u>RBP</u>	<u>1</u>	<u>Hawco</u>
OTHER <u>FO Cementer</u>	<u>1</u>	<u>"</u>

MATERIALS

TREAT. FLUID _____ DENSITY _____ LB/GAL-API

DISPL. FLUID _____ DENISTY _____ LB/GAL-API

PROP. TYPE _____ SIZE _____ LB.

PROP. TYPE _____ SIZE _____ LB.

ACID TYPE _____ GAL _____ %

ACID TYPE _____ GAL _____ %

ACID TYPE _____ GAL _____ %

SURFACTANT TYPE _____ GAL _____ IN

NE AGENT TYPE _____ GAL _____ IN

FLUID LOSS ADD. TYPE _____ GAL-LB _____ IN

GELLING AGENT TYPE _____ GAL-LB _____ IN

FRIC. RED. AGENT TYPE _____ GAL-LB _____ IN

BREAKER TYPE _____ GAL-LB _____ IN

BLOCKING AGENT TYPE _____ GAL-LB _____ IN

PERFPAC BALLS TYPE _____ QTY. _____

OTHER _____

OTHER _____

DEPARTMENT Cement

DESCRIPTION OF JOB Cement out

JOB DONE THRU: TUBING CASING ANNULUS TBG/ANN.

CUSTOMER REPRESENTATIVE X Jerry Bennett

HALLIBURTON OPERATOR Jerry Bennett COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
	<u>325</u>	<u>Hawco</u>	<u>Lite</u>	<u>B 1/4 Flocc</u>	<u>RECEIVED</u> <u>STATE CORPORATION COMMISSION</u>	<u>1.69</u>	<u>13.1</u>
					<u>JUN 19 1991</u>		

PRESSURES IN PSI

CIRCULATING _____ DISPLACEMENT _____

BREAKDOWN _____ MAXIMUM _____

AVERAGE _____ FRACTURE GRADIENT _____

SHUT-IN: INSTANT _____ 5-MIN. _____ 15-MIN. _____

HYDRAULIC HORSEPOWER _____

ORDERED _____ AVAILABLE _____ USED _____

AVERAGE RATES IN BPM _____

TREATING _____ DISPL. _____ OVERALL _____

CEMENT LEFT IN PIPE _____

FEET _____ REASON _____

SUMMARY

PRELUSH: BBL-GAL. _____ TYPE _____

LOAD & BKDN: BBL-GAL. _____ PAD: BBL-GAL. _____

TREATMENT: BBL-GAL. _____ DISPL: BBL-GAL. 3

CEMENT SLURRY 97.8 BBL-GAL.

TOTAL VOLUME: BBL-GAL. _____

REMARKS

.00387 tubing 5

.0105 Annulus

.0159 Casing

HALLIBURTON SERVICES
JOB LOG

WELL NO. 1-15 LEASE 15-1431-2.3157-00-00 TICKET NO. 126301
 CUSTOMER Cholla Resources PAGE NO. 1
 JOB TYPE Cement put FO DATE 4-19-91

FORM 2013 R-2

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	0530							Called out
	0845							On location
	0855							Set up truck
								Start tubing in
								Set RBP at 2660'
		4	50	✓		500	air	Circulate Hole at 2645'
	1037			✓		1000	1000	Pressure test casing
	1045		8.5	✓			air	Spot 1 sks sand
	1050							Start tubing out
	1130					200		Open FO at
	1131	2				200		Start pumping out FO
	1132	4	0	✓				Start mixing cement
	1134	4	7	✓		350		Start circulating
	1156	4	76	✓		700		Cement started circulating
	1159	4	88	✓		700		Finish mixing cement
								Used 290 sks cement
	1202	2	91	✓		600		Displace tubing w/ 3bbl
	1203							Shut FO
	1203					1000		Pressure Test casing
	1207	2	10	✓		air	350	Reverse out short way
								Wash up truck
	1250							Pull Tubing out
	1300							Start back in to circulate
								sand off RBP
	1400							Wash sand off RBP
	1420							Reck up truck

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 STATE CONSERVATION COMMISSION

JUN 19 1991

Job complete - Thank You
 3242-P

81870 Jerry Bennett 89475 David Scott
 80022 Don Debratz

CONSERVATION DIVISION
 Wichita, Kansas

CUSTOMER