

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Form ACO-1  
September 1999  
Form Must Be Typed

**ORIGINAL**

Operator: License # 8740  
Name: Bramwell Petroleum, Inc  
Address: 15183 SW 25 Ave  
City/State/Zip: Spivey, KS 67142  
Purchaser: Barr Energy/Oneok  
Operator Contact Person: Doug Bramwell  
Phone: (620) 532 6019  
Contractor: Name: Ace Drilling Co  
License: 33006  
Wellsite Geologist: Don Bramwell

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**JAN 14 2005**

**KCC WICHITA**

Designate Type of Completion:  
 New Well     Re-Entry     Workover  
 Oil     SWD     SLOW     Temp. Abd.  
 Gas     ENHR     SIGW  
 Dry     Other (Core, WSW, Expl., Cathodic, etc)

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening     Re-perf.     Conv. to Enhr./SWD  
 Plug Back     Plug Back Total Depth  
 Commingled    Docket No. \_\_\_\_\_  
 Dual Completion    Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?)    Docket No. \_\_\_\_\_

<u>8-8-04</u>	<u>8-20-04</u>	<u>10-2-04</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 095-21900-0000  
County: Kingman  
NW NW SW Sec. 14 Twp. 30 S. R. 8  East  West  
2310 feet from (S) / N (circle one) Line of Section  
330 feet from E / (W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE SE NW (SW)  
Lease Name: Dockstader Well #: 6  
Field Name: Spivey Grabs  
Producing Formation: Mississippi  
Elevation: Ground: 1495 Kelly Bushing: 1499  
Total Depth: 4268 Plug Back Total Depth: 4250  
Amount of Surface Pipe Set and Cemented at 208@213 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set \_\_\_\_\_ Feet  
If Alternate II completion, cement circulated from \_\_\_\_\_  
feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

**Drilling Fluid Management Plan** *OK I KGR 2/25/08*  
(Data must be collected from the Reserve Pit)  
Chloride content 14000 ppm Fluid volume 1540 bbls  
Dewatering method used clear liquids hauled  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: Bramwell Petroleum, Inc  
Lease Name: Brown License No.: 8740  
Quarter NW Sec. 14 Twp. 30 S. R. 8  East  West  
County: Kingman Docket No.: E28,320

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of 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 geologist well report 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.

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: Don Bramwell  
Title: President Date: January 12, 2005  
Subscribed and sworn to before me this 12 day of JANUARY,  
2005.  
Notary Public: Patricia A. Bramwell  
Date Commission Expires: 2-18-06

**KCC Office Use ONLY**

Letter of Confidentiality Received  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution



Operator Name: Bramwell Petroleum, Inc Lease Name: Dockstader Well #: 6  
 Sec. 14 Twp. 30 S. R. 8  East  West County: Kingman

**INSTRUCTIONS:** Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken  Yes  No  
 (Attach Additional Sheets)  
 Samples Sent to Geological Survey  Yes  No  
 Cores Taken  Yes  No  
 Electric Log Run  Yes  No  
 (Submit Copy)  
 List All E. Logs Run:

Log Formation (Top), Depth and Datum  Sample  
 Name: Mississippi Top: 4139 Datum: 2640

**Gamma Neutron-Cement Bond No geological report kept. Dual Induction. Dual Comp porosity**

CASING RECORD <input type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
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	28	213	60-40 poz	200	2%gel/3%Cacl
Production	7 7/8	4 1/2	10.5	4258	50-50 poz	125	2% gel/6%cal set
					60-40 poz	25	10% salt, 8% Fla 322 10% Gilsorb

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input checked="" type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2	4140-4146	1000g 15% Hcl mud acid	4140-46
		Frac 60,000 lb sand	4140-46
		Frac 442,000 SCF N2	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 3/8	4146	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr. 10-2-04 Producing Method  Flowing  Pumping  Gas Lift  Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	6	64	28	1-10,666	36

Disposition of Gas  Vented  Sold  Used on Lease (If vented, Submit ACO-18.) METHOD OF COMPLETION  Open Hole  Perf.  Dually Comp.  Commingled  Other (Specify) 4140-4146

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**JAN 14 2005**  
**KCC WICHITA**



Long String

**TREATMENT REPORT**

Customer ID		Date	
Customer Bramwell Petroleum		8-21-04	
Lease Dockstader		Lease No.	Well # #6
Field Order # 8623	Station Pratt	Casing 4 1/2	Depth 4260
Type Job 4 1/2 L.S. New Well		County Kingman	State Ks.
Formation		Legal Description 14-305-8W	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 4 1/2	Tubing Size	Shots/Ft	Cmt. -	Acid	125 sks. 50/50 PDZ	RATE	PRESS	ISIP
Depth 4260	Depth	From	To	Pre Pad	13.9 #/gal 152 ft <sup>3</sup>	Max		5 Min.
Volume 66	Volume	From	To	Pad	2% bcd, 5.95% Calset	Min		10 Min.
Max Press 2000	Max Press	From	To	Frac	.2% Friction Reducer	Avg		15 Min.
Well Connection P.C.	Annulus Vol.	From	To		.8% FLA-322, 10% Salt	HHP Used		Annulus Pressure
Plug Depth 4260	Packer Depth	From	To	Flush	10# Gilsomite	Gas Volume		Total Load

Customer Representative Don Bramwell	Station Manager Dave Antry	Treater Bobby Drake		
Service Units	119	226	347	5

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
18:45					On location - Safety Meeting
20:40					Run Csg. - cent. - 1, 4, 7 Bskt. - to
23:30					Csg. on Bottom
23:35					Hook up to Csg. - Break line w/ Rig
24:35	400		10	5.0	H2O Ahead
24:37	400		12	5.0	Mud Flush
24:39	400		5	5.0	H2O Spacer
24:42	150		40	4.0	Mix Cement @ 14 #/gal
24:52					Shut Down
24:54					Clear Pump & Lines - Release Plug
24:55	100			5.5	Start DISP.
1:03	250		45	5.0	Lift Pressure
1:10	1200		67		Plug Down
1:15			5		Plug Rattle
					Job Complete

RECEIVED  
 Thanks, Bobby  
 JAN 14 2005  
 KCC WICHITA

# United Cementing and Acid Co., Inc.

**SERVICE TICKET**

✓ 5713

Oil Well Cementing & Acidizing  
 (316) 321-4680 • 800-794-0187 • FAX (316) 321-4720  
 2510 West 6th Street • El Dorado, KS 67042

DATE 8-9-04

COUNTY Kingman CITY \_\_\_\_\_

CHARGE TO Dramwell Petroleum Inc.

ADDRESS 15183 SW 25th Ave. CITY Spivey ST KS ZIP 67142-9074

TEASE & WELL NO. Dockstader #6 CONTRACTOR Ace Drilling Inc

KIND OF JOB Surface SEC. 14 TWP. 30 RNG. 8W

DIR. TO LOC. Spivey, 1/2 South, West Into OLD  NEW

Quantity	MATERIAL USED	Serv. Charge	
			500.00
2005X	60/40 pot 2% gel + 3% CC 1/4# Flo-Seal @ 4.90		980.00
4.5X	gel @ 9.70		38.80
6.5X	calcium chloride @ 21.65		159.90
1.5X	Flo-Seal (25#) @ 1.30		32.50
2105X	BULK CHARGE		205.84
(84)25	BULK TRK. MILES 10.5 tons		191.63
(84)50	PUMP TRK. MILES		102.50
1WRP	PLUGS 85/8		43.00
		SALES TAX	87.54
		TOTAL	2341.67

T.D. 2145' CSG. SET AT 213F+ VOLUME 8254  
 SIZE HOLE 12 1/4" TBG SET AT \_\_\_\_\_ VOLUME 2254.13  
 MAX. PRESS. \_\_\_\_\_ SIZE PIPE 8 5/8" 28# New  
 PLUG DEPTH 193ft. PKR DEPTH \_\_\_\_\_  
 PLUG USED 1WRP TIME FINISHED 12:45

REMARKS: Ran 8 5/8" to 213F+, Brake circulation, Mix & pump 2005X  
60/40 pot 2% gel + 3% CC 1/4# Flo-Seal, Shut down, Release  
Plug & disp. cement to 193ft & Shut in, Cement did  
circulate in cellar.

**EQUIPMENT USED**

NAME	UNIT NO.	NAME	UNIT NO.
<u>Phillip Malone</u>	<u>P-10</u>	<u>Josh Creely</u>	<u>B-7</u>
<u>James K Thomas #26</u>		<u>Russell W. Freeman</u>	
CEMENTER OR TREATER		OWNER'S REP.	



105 S. Broadway, Suite 610  
 Wichita, Kansas 67202  
 Phone (316) 263-6060

# INVOICE

Invoice Number 174608

Invoice Date 1/7/2005

Page 1

SOLD BRAMWELL PETROLEUM, INC.  
 TO 15183 SW 25TH AVE.  
 SPIVEY, KS 67142-9074

SHIP SHOP STOCK  
 TO PAID CK #19193  
 12-31-04

ORDER DATE	12/29/2004	TERMS	NET 30 DAYS	SHIP DATE	12/29/2004
ORDER NUMBER	101799S	DUE DATE	2/7/2005		
PO NUMBER				SHIP VIA	PICKED UP
CUSTOMER ID	16695	SALESPERSON1	SCS		

ITEM	ORDERED	UOM	DESCRIPTION	LIST	DISC	NET	AMOUNT	TAX
92014125900	1	EA	COMP GAS QUIN 4125 NEW S/N 20041124-0133	6,840.000	20%	5,472.00	5,472.00	Y

**RECEIVED**  
**JAN 14 2005**  
**KCC WICHITA**

We accept Mastercard/Visa only if paid on receipt of invoice. Sorry, no early payment discount with Mastercard/Visa.

<b>TAXABLE</b>	<b>NONTAXABLE</b>	<b>FREIGHT</b>	<b>SALES TAX</b>	<b>MISC</b>	<b>TOTAL</b>
5,472.00	.00	.00	317.38	.00	5,789.38
	.00			<b>NET DUE</b>	5,789.38

**THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD  
SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

**TERMS OF SALE**

**All invoices are due net 30 days following date of invoice unless otherwise stated on face of invoice.**

Cash discounts applicable, if any, will be identified on the face of each invoice.

Where discounts are specified, such discounts will be allowed only if previously outstanding invoices have been paid.

Mailing date of remittance as shown by postmark on envelope containing same shall be construed as "Date of Payment."

Interest will be charged at not more than the maximum legal rate per annum on all past due amounts. The minimum interest charge will be \$5.00.

**CONDITIONS**

A. Unless otherwise specified, all orders are accepted and will be invoiced at Seller's prices in effect at time of shipment. Accordingly, all quotations are subject to change at any time prior to shipment unless stipulated otherwise. All prices are F.O.B. point of shipment and title to the material sold passes to the Buyer F.O.B. point of shipment. In such cases, "point of shipment" is defined as being: (1) the store at which the material sold is located in cases of out-of-stock sales; or (2) the point at which the vendor or manufacturer of the item sold ships the material in cases of direct shipments. Seller's responsibility shall cease when goods are delivered to the carrier. No goods or parts therefor shall be returned to Seller by Buyer without first obtaining permission of Seller. Any claims for shortage, deductions or erroneous shipment charges must be made within thirty (30) days after receipt of the goods. In the event of damage or loss in transit, Buyer must give immediate written notice to carrier's agent at destination and to Seller.

B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing. Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.

C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.

D. Unless otherwise provided on the front side hereof, all payments by Buyer hereunder shall be paid to Seller at its office in Wichita, Kansas, net 30 days following date of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of Buyer's obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder. Such action by Seller will nevertheless require full payment by Buyer for all goods previously delivered, even when such delivery was only a partial delivery.

E. Buyer acknowledges that Seller has not inspected the goods being sold hereunder unless Seller has expressly represented in writing to the contrary to Buyer, and that wherever such goods have not been inspected Seller has no obligation to do so, and further that Buyer assumes the sole cost and risk of loss in the event the goods fail to perform as specified whether by Buyer or the manufacturer of the goods. Further, Buyer hereby agrees to fully indemnify and hold harmless Seller, its employees, brokers, and agents for any risk of loss of any nature whatsoever, including reasonable attorney's fees in the defense of any alleged claim for liability, as a result of the alleged failure of any such goods.

F. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods, or within the time period prescribed by the applicable statute of limitations, whichever is less.

(2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.

(3) Buyer shall assume all risk and liability resulting from the use in its operations of goods delivered under this Contract, or by use of such goods in combination with other equipment, materials or substances.

(4) Seller expressly disclaims liability for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions shall supercede any provisions, terms, and conditions contained on any confirmation order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof and may not be modified or changed on behalf of Seller except by the written authority of an executive officer of Seller.

The rights and duties of this Contract are not assignable nor transferable by Buyer without the express written consent of the Seller.

The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue for all causes of action arising out of this Contract is hereby agreed to be Wichita, Kansas.

LG4/170H

88927  
174608

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JAN 14 2005  
KCC WICHITA



(316) 263-6060 • 105 S. BROADWAY, SUITE 610 • WICHITA, KS 67202

TERMS

SALESMAN *JEH*

CUSTOMER NO. 116695

SALES ORDER NO. 101799 S

CUSTOMER P.O.

ORDER DATE 12-29-04

SOLD TO  
*BRAMWEL PETROCHEM, INC.*

LEASE *Shop Street*

SHIP FROM

SHIP TO

RIG NO.      VEHICLE NO.

SHIP VIA

COMPANY VEHICLE

CALLED FOR

STORE LOCATION *305*

FOB

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	DISC.	TOTAL
92014125900	1		<i>COMP GAS QUIN 1125 NEW</i> <i>S/N 20041124-0133</i>	6840.00	200	5472.00

*Paid 12-31-04*  
*Check # 19193*  
*12-31-04*

FILLED BY

THE ABOVE DESCRIBED GOODS ARE BOUGHT SUBJECT TO TERMS AND CONDITIONS SET FORTH ON THIS AND THE REVERSE SIDE.

RECEIVED BY

SUNRISE OILFIELD SUPPLY SELLS LIMITED SERVICE PIPE AND USED PIPE & EQUIPMENT ON "AS IS" BASIS WITH NO EXPRESSED OR IMPLIED WARRANTY, GUARANTEE, OR LIABILITY RESPONSIBILITY UNLESS OTHERWISE SPECIFIED BY A SUNRISE REPRESENTATIVE.

SUBTOTAL	
TAX	317.38
TOTAL	5789.38

THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD SUBJECT TO THE FOLLOWING TERMS AND  
CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

All invoices are due on 20th prox. following date of invoice unless otherwise stated on face of invoice.  
Cash discounts applicable, if any, will be identified to each item on the face of each invoice.  
Where discounts are specified, such discounts will be allowed only if previously outstanding invoices have been paid.  
Mailing date of remittance as shown by postmark on envelope containing same shall be construed as "Date of Payment".  
Interest will be charged at not more than the maximum legal rate per annum on all past due amounts.

CONDITIONS

A. Unless otherwise specified, all orders are accepted and will be invoiced at Seller's prices in effect at time of shipment. Accordingly, all quotations are subject to change at any time prior to shipment unless stipulated otherwise. All prices are F.O.B. point of shipment and title to the material sold passes to the Buyer F.O.B. point of shipment in such cases, "point of shipment" is defined as being: (1) the store at which the material sold is located in cases of out-of-stock sales, or (2) the point at which the vendor or manufacturer of the item sold ships the material in cases of direct shipments. Seller's responsibility shall cease when goods are delivered to the carrier. No goods or parts therefor shall be returned to Seller by Buyer without first obtaining permission of Seller. Any claims for storage, deductions or erroneous shipment charges must be made within thirty (30) days after receipt of the goods. In the event of damage or loss in transit, Buyer must give immediate written notice to carrier's agent at destination and to Seller.

B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, floods, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.

C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or application to the sale purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.

D. Unless otherwise provided on the front side hereof, all payments by buyer hereunder shall be paid to Seller at its office in Great Bend, KS within 20 days after receipt of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of its obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder

E. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods.

(2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.

(3) Buyer shall assume all risk and liability resulting from the use in its operations of goods delivered under this Contract, or by use of such goods in combination with other equipment, materials or substances.

(4) Seller shall not be liable for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions may not be modified or changed on behalf of Seller except by the written authority of an executive officer of seller.

The rights and duties of this Contract are not assignable nor transferrable by Buyer without the express written consent of the Seller.

The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue is hereby agreed to be Great Bend, Kansas.

LG4/170H





105 S. Broadway, Suite 610  
 Wichita, Kansas 67202  
 Phone (316) 263-6060

# INVOICE

Invoice Number 174607

Invoice Date 1/7/2005

Page 1

SOLD BRAMWELL PETROLEUM, INC.  
 TO 15183 SW 25TH AVE.  
 SPIVEY, KS 67142-9074

SHIP BANE "C"  
 TO PAID CK #19193  
 12-31-04

ORDER DATE	12/29/2004	TERMS	NET 30 DAYS	SHIP DATE	12/29/2004
ORDER NUMBER	101740S	DUE DATE	2/7/2005		
PO NUMBER				SHIP VIA	PICKED UP
CUSTOMER ID	16695	SALESPERSON1	SCS		

ITEM	ORDERED	UOM	DESCRIPTION	LIST	DISC	NET	AMOUNT	TAX
92012490000	1	EA	COMP GAS QUIN 240 NEW S/N #20040515-0017	2,070.000	20%	1,656.00	1,656.00	Y

**RECEIVED**  
**JAN 14 2005**  
**KCC WICHITA**

We accept Mastercard/Visa only if paid on receipt of invoice. Sorry, no early payment discount with Mastercard/Visa.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
1,656.00	.00	.00	96.05	.00	1,752.05
	.00			NET DUE	1,752.05

THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD  
SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

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B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing. Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.

C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.

D. Unless otherwise provided on the front side hereof, all payments by Buyer hereunder shall be paid to Seller at its office in Wichita, Kansas, net 30 days following date of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of Buyer's obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder. Such action by Seller will nevertheless require full payment by Buyer for all goods previously delivered, even when such delivery was only a partial delivery.

E. Buyer acknowledges that Seller has not inspected the goods being sold hereunder unless Seller has expressly represented in writing to the contrary to Buyer, and that wherever such goods have not been inspected Seller has no obligation to do so, and further that Buyer assumes the sole cost and risk of loss in the event the goods fail to perform as specified whether by Buyer or the manufacturer of the goods. Further, Buyer hereby agrees to fully indemnify and hold harmless Seller, its employees, brokers, and agents for any risk of loss of any nature whatsoever, including reasonable attorney's fees in the defense of any alleged claim for liability, as a result of the alleged failure of any such goods.

F. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods, or within the time period prescribed by the applicable statute of limitations, whichever is less.

(2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.

(3) Buyer shall assume all risk and liability resulting from the use in its operations of goods delivered under this Contract, or by use of such goods in combination with other equipment, materials or substances.

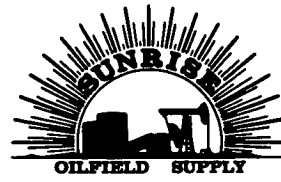
(4) Seller expressly disclaims liability for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions shall supercede any provisions, terms, and conditions contained on any confirmation order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof and may not be modified or changed on behalf of Seller except by the written authority of an executive officer of Seller.

The rights and duties of this Contract are not assignable nor transferable by Buyer without the express written consent of the Seller.

The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue for all causes of action arising out of this Contract is hereby agreed to be Wichita, Kansas.

RECEIVED  
 JAN 14 2005  
 KCC WICHITA



(316) 263-6060 • 105 S. BROADWAY, SUITE 610 • WICHITA, KS 67202

88926  
 174667

TERMS  
 SALESMAN *TEFF*

CUSTOMER NO. *116695*  
 CUSTOMER P.O.  
 SALES ORDER NO. **101740 S**  
 ORDER DATE *12-29-04*

SOLD TO  
*BRAMWELL PETROCHEM, INC.*

LEASE *BANE "C"*  
 SHIP FROM  
 SHIP TO

SHIP VIA  
 COMPANY VEHICLE   
 CALLED FOR   
 STORE LOCATION  
*SCS*



RIG NO.      VEHICLE NO.

FOB

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	DISC.	TOTAL
<i>9201249000</i>	<i>1</i>		<i>PUMP GAS QUIN 240 NEW S/N 2004-0515-0017</i>	<i>3070.00</i>	<i>20%</i>	<i>1656.00</i>
<i>PAID 12-31-04 CHECK # 19193 12-31-04</i>						
						<b>SUBTOTAL</b>
						<b>TAX</b>
						<b>TOTAL</b>

FILLED BY *[Signature]*

THE ABOVE DESCRIBED GOODS ARE BOUGHT SUBJECT TO TERMS AND CONDITIONS SET FORTH ON THIS AND THE REVERSE SIDE.

RECEIVED BY

SUNRISE OILFIELD SUPPLY SELLS LIMITED SERVICE PIPE AND USED PIPE & EQUIPMENT ON "AS IS" BASIS WITH NO EXPRESSED OR IMPLIED WARRANTY, GUARANTEE, OR LIABILITY RESPONSIBILITY UNLESS OTHERWISE SPECIFIED BY A SUNRISE REPRESENTATIVE.

*96.05*

**TOTAL**  
*1752.05*

THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD SUBJECT TO THE FOLLOWING TERMS AND  
CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

All invoices are due on 20th prox. following date of invoice unless otherwise stated on face of invoice.  
Cash discounts applicable, if any, will be identified to each item on the face of each invoice.  
Where discounts are specified, such discounts will be allowed only if previously outstanding invoices have been paid.  
Mailing date of remittance as shown by postmark on envelope containing same shall be construed as "Date of Payment".  
Interest will be charged at not more than the maximum legal rate per annum on all past due amounts.

CONDITIONS

- A. Unless otherwise specified, all orders are accepted and will be invoiced at Seller's prices in effect at time of shipment. Accordingly, all quotations are subject to change at any time prior to shipment unless stipulated otherwise. All prices are F.O.B. point of shipment and title to the material sold passes to the Buyer F.O.B. point of shipment in such cases, "point of shipment" is defined as being: (1) the store at which the material sold is located in cases of out-of-stock sales, or (2) the point at which the vendor or manufacturer of the item sold ships the material in cases of direct shipments. Seller's responsibility shall cease when goods are delivered to the carrier. No goods or parts therefor shall be returned to Seller by Buyer without first obtaining permission of Seller. Any claims for storage, deductions or erroneous shipment charges must be made within thirty (30) days after receipt of the goods. In the event of damage or loss in transit, Buyer must give immediate written notice to carrier's agent at destination and to Seller.
- B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, floods, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.
- C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or application to the sale purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.
- D. Unless otherwise provided on the front side hereof, all payments by buyer hereunder shall be paid to Seller at its office in Great Bend, KS within 20 days after receipt of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of its obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder
- E. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods.
- (2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.
- (3) Buyer shall assume all risk and liability resulting from the use in its operations of goods delivered under this Contract, or by use of such goods in combination with other equipment, materials or substances.
- (4) Seller shall not be liable for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions may not be modified or changed on behalf of Seller except by the written authority of an executive officer of seller.

The rights and duties of this Contract are not assignable nor transferrable by Buyer without the express written consent of the Seller.

The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue is hereby agreed to be Great Bend, Kansas.

LG4/170H



105 S. Broadway, Suite 610  
 Wichita, Kansas 67202  
 Phone (316) 263-6060

# INVOICE

Invoice Number 174606

Invoice Date 1/7/2005

Page 1

SOLD BRAMWELL PETROLEUM, INC.  
 TO 15183 SW 25TH AVE.  
 SPIVEY, KS 67142-9074

SHIP LECHLIDER  
 TO PAID CK #19193  
 12-31-04

ORDER DATE	12/29/2004	TERMS	NET 30 DAYS	SHIP DATE	12/29/2004
ORDER NUMBER	101739S	DUE DATE	2/7/2005		
PO NUMBER				SHIP VIA	PICKED UP
CUSTOMER ID	16695	SALESPERSON1	SCS		

ITEM	ORDERED	UOM	DESCRIPTION	LIST	DISC	NET	AMOUNT	TAX
92012490000	1	EA	COMP GAS QUIN 240 NEW S/N 20040515-0016	2,070.000	20%	1,656.00	1,656.00	Y

**RECEIVED**  
**JAN 14 2005**  
**KCC WICHITA**

We accept Mastercard/Visa only if paid on receipt of invoice. Sorry, no early payment discount with Mastercard/Visa.

<b>TAXABLE</b>	<b>NONTAXABLE</b>	<b>FREIGHT</b>	<b>SALES TAX</b>	<b>MISC</b>	<b>TOTAL</b>
1,656.00	.00	.00	96.05	.00	1,752.05
	.00			<b>NET DUE</b>	1,752.05

**THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD  
SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

**TERMS OF SALE**

All invoices are due net 30 days following date of invoice unless otherwise stated on face of invoice.

Cash discounts applicable, if any, will be identified on the face of each invoice.

Where discounts are specified, such discounts will be allowed only if previously outstanding invoices have been paid.

Mailing date of remittance as shown by postmark on envelope containing same shall be construed as "Date of Payment."

Interest will be charged at not more than the maximum legal rate per annum on all past due amounts. The minimum interest charge will be \$5.00.

**CONDITIONS**

A. Unless otherwise specified, all orders are accepted and will be invoiced at Seller's prices in effect at time of shipment. Accordingly, all quotations are subject to change at any time prior to shipment unless stipulated otherwise. All prices are F.O.B. point of shipment and title to the material sold passes to the Buyer F.O.B. point of shipment. In such cases, "point of shipment" is defined as being: (1) the store at which the material sold is located in cases of out-of-stock sales; or (2) the point at which the vendor or manufacturer of the item sold ships the material in cases of direct shipments. Seller's responsibility shall cease when goods are delivered to the carrier. No goods or parts therefor shall be returned to Seller by Buyer without first obtaining permission of Seller. Any claims for shortage, deductions or erroneous shipment charges must be made within thirty (30) days after receipt of the goods. In the event of damage or loss in transit, Buyer must give immediate written notice to carrier's agent at destination and to Seller.

B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing. Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.

C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.

D. Unless otherwise provided on the front side hereof, all payments by Buyer hereunder shall be paid to Seller at its office in Wichita, Kansas, net 30 days following date of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of Buyer's obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder. Such action by Seller will nevertheless require full payment by Buyer for all goods previously delivered, even when such delivery was only a partial delivery.

E. Buyer acknowledges that Seller has not inspected the goods being sold hereunder unless Seller has expressly represented in writing to the contrary to Buyer, and that wherever such goods have not been inspected Seller has no obligation to do so, and further that Buyer assumes the sole cost and risk of loss in the event the goods fail to perform as specified whether by Buyer or the manufacturer of the goods. Further, Buyer hereby agrees to fully indemnify and hold harmless Seller, its employees, brokers, and agents for any risk of loss of any nature whatsoever, including reasonable attorney's fees in the defense of any alleged claim for liability, as a result of the alleged failure of any such goods.

F. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods, or within the time period prescribed by the applicable statute of limitations, whichever is less.

(2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.

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(4) Seller expressly disclaims liability for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions shall supercede any provisions, terms, and conditions contained on any confirmation order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof and may not be modified or changed on behalf of Seller except by the written authority of an executive officer of Seller.

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LG4/170H

88925  
174606

**RECEIVED**  
**JAN 14 2005**  
**KCC WICHITA**



(316) 263-6060 • 105 S. BROADWAY, SUITE 610 • WICHITA, KS 67202

TERMS

SALESMAN *TJH*

CUSTOMER NO. *16675*

CUSTOMER P.O.

SALES ORDER NO. **101739** S

ORDER DATE *12-29-04*

SOLD TO

*Bramwell Petroleum, Inc.*

LEASE *RECKLIDER LEASE*

SHIP FROM

SHIP TO

RIG NO.                      VEHICLE NO.

SHIP VIA

COMPANY VEHICLE

CALLED FOR

STORE LOCATION *SCS*

FOB

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	DISC.	TOTAL
<i>92012490000</i>	<i>1</i>		<i>Comp Gas QUIN 240 NEW</i>	<i>207000</i>	<i>20%</i>	<i>165600</i>
			<i>SIN 20040515-0016</i>			

*Paid*  
*Check # 19193*  
*12-31-04*

FILLED BY

*[Signature]*

THE ABOVE DESCRIBED GOODS ARE BOUGHT SUBJECT TO TERMS AND CONDITIONS SET FORTH ON THIS AND THE REVERSE SIDE.

RECEIVED BY

SUNRISE OILFIELD SUPPLY SELLS LIMITED SERVICE PIPE AND USED PIPE & EQUIPMENT ON "AS IS" BASIS WITH NO EXPRESSED OR IMPLIED WARRANTY, GUARANTEE, OR LIABILITY RESPONSIBILITY UNLESS OTHERWISE SPECIFIED BY A SUNRISE REPRESENTATIVE.

SUBTOTAL

TAX

TOTAL

*9605*

*175215*

THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

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Interest will be charged at not more than the maximum legal rate per annum on all past due amounts.

CONDITIONS

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- B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, floods, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.
- C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or application to the sale purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.
- D. Unless otherwise provided on the front side hereof, all payments by buyer hereunder shall be paid to Seller at its office in Great Bend, KS within 20 days after receipt of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of its obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder
- E. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods.
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The rights and duties of this Contract are not assignable nor transferrable by Buyer without the express written consent of the Seller.

The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue is hereby agreed to be Great Bend, Kansas.

LG4/170H





105 S. Broadway, Suite 610  
 Wichita, Kansas 67202  
 Phone (316) 263-6060

# INVOICE

Invoice Number 174605

Invoice Date 1/7/2005

Page 1

SOLD BRAMWELL PETROLEUM, INC.  
 TO 15183 SW 25TH AVE.  
 SPIVEY, KS 67142-9074

SHIP DOCKSTATER  
 TO PAID CK 19193  
 123104

ORDER DATE	12/29/2004	TERMS	NET 30 DAYS	SHIP DATE	12/29/2004
ORDER NUMBER	101738S	DUE DATE	2/7/2005		
PO NUMBER				SHIP VIA	PICKED UP
CUSTOMER ID	16695	SALESPERSON1	SCS		

ITEM	ORDERED	UOM	DESCRIPTION	LIST	DISC	NET	AMOUNT	TAX
92014125900	1	EA	COMP GAS QUIN 4125 NEW S/N 20041124-0134	6,840.000	20%	5,472.00	5,472.00	Y

RECEIVED  
 JAN 14 2005  
 KCC WICHITA

We accept Mastercard/Visa only if paid on receipt  
 of invoice. Sorry, no early payment discount with  
 Mastercard/Visa.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
5,472.00	.00	.00	317.38	.00	5,789.38
	.00			NET DUE	5,789.38

THE GOODS DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ARE SOLD  
SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

All invoices are due net 30 days following date of invoice unless otherwise stated on face of invoice.

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Where discounts are specified, such discounts will be allowed only if previously outstanding invoices have been paid.

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CONDITIONS

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C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, manufacture, processing, transportation, delivery, storage use or consumption of any of the goods covered hereby shall be for the account of Buyer.

D. Unless otherwise provided on the front side hereof, all payments by Buyer hereunder shall be paid to Seller at its office in Wichita, Kansas, net 30 days following date of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of Buyer's obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder. Such action by Seller will nevertheless require full payment by Buyer for all goods previously delivered, even when such delivery was only a partial delivery.

E. Buyer acknowledges that Seller has not inspected the goods being sold hereunder unless Seller has expressly represented in writing to the contrary to Buyer, and that wherever such goods have not been inspected Seller has no obligation to do so, and further that Buyer assumes the sole cost and risk of loss in the event the goods fail to perform as specified whether by Buyer or the manufacturer of the goods. Further, Buyer hereby agrees to fully indemnify and hold harmless Seller, its employees, brokers, and agents for any risk of loss of any nature whatsoever, including reasonable attorney's fees in the defense of any alleged claim for liability, as a result of the alleged failure of any such goods.

F. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods, or within the time period prescribed by the applicable statute of limitations, whichever is less.

(2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.

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(4) Seller expressly disclaims liability for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions shall supercede any provisions, terms, and conditions contained on any confirmation order, or other writing the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof and may not be modified or changed on behalf of Seller except by the written authority of an executive officer of Seller.

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RECEIVED  
 JAN 14 2005  
 KCC WICHITA



88924  
 174605

TERMS

SALESMAN *TJH*

(316) 263-6060 • 105 S. BROADWAY, SUITE 610 • WICHITA, KS 67202

CUSTOMER NO. 16695

CUSTOMER P.O.

SALES ORDER NO. 101738 \$

ORDER DATE 12-29-04

SOLD TO  
*Bramwell Petroleum, Inc.*

LEASE *DOCKSTATER LEASE*

SHIP FROM

SHIP TO

RIG NO.

VEHICLE NO.

SHIP VIA

COMPANY VEHICLE

CALLED FOR

STORE LOCATION *SCS*

FOB

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	DISC.	TOTAL
92014125900	1		Comp GAS QUIN 4125 NEW S/N 20041124-0134	6849.00	20%	3472.00

*Paid  
 Check # 19193  
 12-31-04*

FILLED BY *[Signature]*

THE ABOVE DESCRIBED GOODS ARE BOUGHT SUBJECT TO TERMS AND CONDITIONS SET FORTH ON THIS AND THE REVERSE SIDE.

RECEIVED BY

SUNRISE OILFIELD SUPPLY SELLS LIMITED SERVICE PIPE AND USED PIPE & EQUIPMENT ON "AS IS" BASIS WITH NO EXPRESSED OR IMPLIED WARRANTY, GUARANTEE, OR LIABILITY RESPONSIBILITY UNLESS OTHERWISE SPECIFIED BY A SUNRISE REPRESENTATIVE.

SUBTOTAL

TAX *317.38*

TOTAL *5789.38*

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CONDITIONS UNLESS OTHERWISE SPECIFIED

TERMS OF SALE

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CONDITIONS

A. Unless otherwise specified, all orders are accepted and will be invoiced at Seller's prices in effect at time of shipment. Accordingly, all quotations are subject to change at any time prior to shipment unless stipulated otherwise. All prices are F.O.B. point of shipment and title to the material sold passes to the Buyer F.O.B. point of shipment in such cases, "point of shipment" is defined as being: (1) the store at which the material sold is located in cases of out-of-stock sales, or (2) the point at which the vendor or manufacturer of the item sold ships the material in cases of direct shipments. Seller's responsibility shall cease when goods are delivered to the carrier. No goods or parts therefor shall be returned to Seller by Buyer without first obtaining permission of Seller. Any claims for storage, deductions or erroneous shipment charges must be made within thirty (30) days after receipt of the goods. In the event of damage or loss in transit, Buyer must give immediate written notice to carrier's agent at destination and to Seller.

B. Seller shall not be responsible for delay in delivery occasioned by acts of God or of a public enemy, wars, fires, floods, strikes, differences with employees, accidents, governmental orders, rules or regulations or other causes beyond the control of manufacturer or Seller, whether similar or dissimilar to the foregoing Seller shall use reasonable efforts under the circumstances to ship within time specified, but does not guarantee to do so.

C. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or application to the sale purchase, manufacture, processing, transportation, delivery, storage-use or consumption of any of the goods covered hereby shall be for the account of Buyer.

D. Unless otherwise provided on the front side hereof, all payments by buyer hereunder shall be paid to Seller at its office in Great Bend, KS within 20 days after receipt of invoice. Seller reserves the right, at any time, even after partial delivery or partial payment hereunder, to require satisfactory security from Buyer for performance of its obligations hereunder. Failure to furnish such security when required shall entitle Seller to either defer or cancel all further performance by Seller hereunder

E. (1) THERE IS NO WARRANTY THAT THE GOODS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THERE IS NO OTHER WARRANTY, EXPRESS OR IMPLIED EXCEPT THAT THE GOODS SHALL CONFORM TO THE DESCRIPTIONS ON THE FRONT SIDE HEREOF. Any action for breach of Seller's warranty, shall be commenced within one year from the date of delivery of goods.

(2) TO THE EXTENT SELLER MAY DO SO, SELLER GRANTS TO BUYER THE RIGHT TO ENFORCE ANY WARRANTY GRANTED BY SELLER'S SUPPLIER WITH RESPECT TO NEW API GOODS, BUT BUYER ACCEPTS "AS IS" ALL NON-API, SECONDARY, MILL REJECT, FABRICATED, RECONDITIONED OR USED GOODS.

(3) Buyer shall assume all risk and liability resulting from the use in its operations of goods delivered under this Contract, or by use of such goods in combination with other equipment, materials or substances.

(4) Seller shall not be liable for any commercial losses or for any incidental or consequential damages caused by any defect in goods or any other breach of the conditions of this Contract.

There are no understandings or agreements between Buyer and Seller hereto which are not fully expressed herein and these terms and conditions may not be modified or changed on behalf of Seller except by the written authority of an executive officer of seller.

The rights and duties of this Contract are not assignable nor transferrable by Buyer without the express written consent of the Seller.

The interpretation of this Contract and performance of Buyer and Seller hereunder shall be governed by the laws of the State of Kansas and venue is hereby agreed to be Great Bend, Kansas.

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