

ORIGINAL
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 # 5146
Name: Rains & Williamson Oil Co., Inc.
Address 220 West Douglas, Suite 435

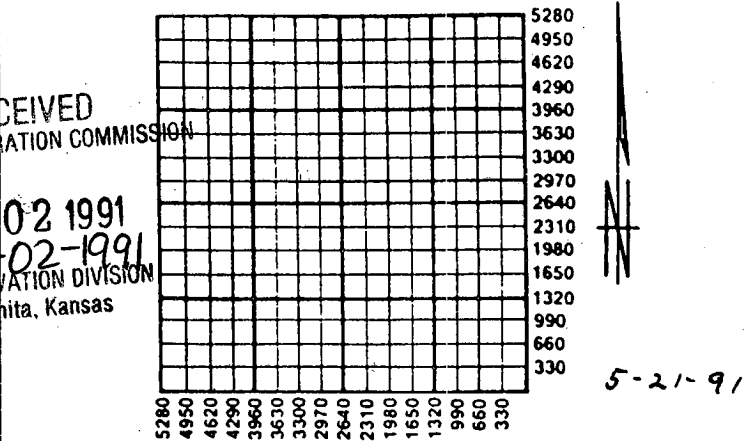
City/State/Zip Wichita, Kansas 67202
Purchaser: Clear Creek, Inc.
Operator Contact Person: Juanita Green

Phone (316) 265-9686
Contractor: Name: Mallard JV, Inc.
License: 4958
Wellsite Geologist: Monte R. Marrs STATE CORPORATION COMMISSION

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 4-8-91 4-19-91
Spud Date Date Reached TD Completion Date

API NO. 15- 135-23,565-00-00
County Ness
70' East of SE Sec. 26 Twp. 16S Rge. 22 East
SW SW SE West
330 Ft. North from Southeast Corner of Section
2240 Ft. West from Southeast Corner of Section
(NOTE: Locate well in section plat below.)
Lease Name UMMEL TRUST Well # 1
Field Name Brownell Trust
Producing Formation Cherokee Sand
Elevation: Ground 2387 GL KB 2395 KB
Total Depth 4410 PBTD

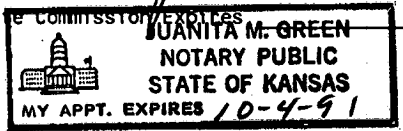


Amount of Surface Pipe Set and Cemented at 262.68' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 1632' Feet
If Alternate II completion, cement circulated from 1632'
Surface feet depth to 160 w/ 160 sx cmt.

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 Wilson Rains
Title PRESIDENT Date 4-30-91
Subscribed and sworn to before me this 30th day of April,
19 91.
Notary Public Juanita M. Green
Juanita M. Green
Date Commission Expires 10-4-91



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 Rains & Williamson Oil Co., Inc. Lease Name UMMEL TRUST Well # 1

Sec. 26 Twp. 16S Rge. 22 East West
 County Ness

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.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach Additional Sheets.) Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy.)	<p style="text-align: center;">Formation Description</p> <input checked="" type="checkbox"/> Log <input type="checkbox"/> Sample <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>1700</td> <td>(+ 695)</td> </tr> <tr> <td>B/Anhydrite</td> <td>1736</td> <td>(+ 659)</td> </tr> <tr> <td>Heebner</td> <td>3789</td> <td>(-1385)</td> </tr> <tr> <td>Lansing</td> <td>3821</td> <td>(-1426)</td> </tr> <tr> <td>Pawnee</td> <td>4188</td> <td>(-1793)</td> </tr> <tr> <td>Cherokee</td> <td>4293</td> <td>(-1898)</td> </tr> <tr> <td>Cherokee Sand</td> <td>4301</td> <td>(-1906)</td> </tr> <tr> <td>L.T.D.</td> <td>4412</td> <td>(-2017)</td> </tr> </tbody> </table>	Name	Top	Bottom	Anhydrite	1700	(+ 695)	B/Anhydrite	1736	(+ 659)	Heebner	3789	(-1385)	Lansing	3821	(-1426)	Pawnee	4188	(-1793)	Cherokee	4293	(-1898)	Cherokee Sand	4301	(-1906)	L.T.D.	4412	(-2017)
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L.T.D.	4412	(-2017)																										

DST #1 4288'-4303'. 60 45. Rec. 180' clean oil, 60' gassy muddy oil, 60' oil cut mud. IFP 0# 111#, ISIP 311#. IHP 2185#, FHP 2185#.

DST #2 4288'-4310'. 30. Rec. 360' clean oil, 120' gassy muddy oil, 120' gas & oil cut mud. IFP 100#-220#. IHP 2185#, FHP 2185#. Temp. 120°.

CASING RECORD New 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 1/2"	8 5/8"	20#	262.68'	60-40% poz.	150	2% gel, 3% cc.
Production	7 7/8"	5 1/2"	15 1/2#	4409'	Halco	150	EA-2

Shots Per Foot	Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
10	4302' - 4306'		

TUBING RECORD Size 2 3/8" Set At 4340' Packer At None Liner Run Yes No

Date of First Production 4-19-91 Producing Method Flowing Pumping Gas Lift Other (Explain)

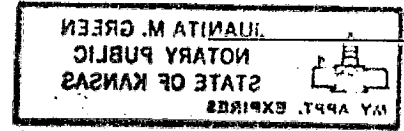
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	110				

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 _____



ORIGINAL

DRILLER'S LOG

COMPANY: Rains & Williamson Oil Co., Inc.

SEC. 26 T. 16S R. 22W

WELL NAME: UMMEL TRUST #1

LOC. 70' E. of SW SW SE

COUNTY: Ness

RIG NO.

TOTAL DEPTH 4410'

ELEVATION 2387 GL 2395 KB

COMMENCED: 4-1-91

COMPLETED: 4-8-91

CONTRACTOR: Mallard JV, Inc.

CASING RECORD:

SURFACE: 8 5/8" @ 262.68' w/150 sx. 60-40 poz.

PRODUCTION: 5 1/2" @ 4409' w/150 sx. EA-2, 10 barrles of Super Flush

LOG

(Figures Indicate Bottom of Formations)

Sand and Clay	1700
Anhydrite	1736
Shale	3112
Shale and Lime	3538
Shale	3751
Shale and Lime	4410
Rotary Total Depth	4410

RECEIVED
STATE CORPORATION COMMISSION

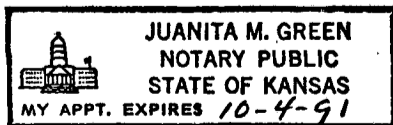
MAY 02 1991

CONSERVATION DIVISION
Wichita, Kansas

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

I, Wilson Rains, President of Rains & Williamson Oil Co., Inc.

upon oath state that the above and foregoing is a true and correct copy of the log of the
UMMEL TRUST #1 well.



Wilson Rains
WILSON RAINS, PRESIDENT

Subscribed and sworn to before me this 30th day of April, 1991.

My Appointment Expires:

10-4-91

Juanita M. Green
Juanita M. Green - Notary Public



FORM 1906 R-11

WELL NO. - FARM OR LEASE NAME #1 Ummel Trust		COUNTY Ness	STATE Ks.	CITY / OFFSHORE LOCATION	DATE 4-8-91
CHARGE TO Rains & Williamson		OWNER SAME		TICKET TYPE (CHECK ONE) SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>	
ADDRESS 220 W. Douglas * 435		CONTRACTOR Mallard Drig.		LOCATION 1 Ness City, Ks. 65553	
CITY, STATE, ZIP Wichita, Ks. 67202		SHIPPED VIA 3580	FREIGHT CHARGES <input type="checkbox"/> PFD <input type="checkbox"/> COLLECT		LOCATION 2 Hays, Ks. 65525
WELL TYPE 01	WELL CATEGORY 01	WELL PERMIT NO. B-904111		DELIVERED TO S/Brownell, Ks.	LOCATION 3
TYPE AND PURPOSE OF JOB 035		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 3580	24	Mi			2.60	62	40
001-016		1		Pump Charge	1107	ft.				1300	00
030-016		1		5 w Top Plug	1	ea	5 1/2	in		50	00
018-317		1		Super Flush	10	sk			87.00	870	00
73	813.0151	1		F.O. Cementer	1	ea	5 1/2	in		1610	00

NOT THIS IS AN INVOICE

RECEIVED
STATE CORPORATION COMMISSION
MAY 02 1991
CONSERVATION DIVISION
Wichita, Kansas

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO. **2B-904111** 2126 64

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

CUSTOMER OR HIS AGENT (PLEASE PRINT)
Paul Stueck

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.

Don Lemman
HALLIBURTON OPERATOR

HALLIBURTON APPROVAL _____

Paul Stueck
CUSTOMER

SUB TOTAL _____
APPLICABLE TAXES WILL BE ADDED ON INVOICE.

DISTRICT Hays, Ks.

DATE 7-8-91

TO: HALLIBURTON SERVICES

YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICEMEN TO DELIVER AND OPERATE

THE SAME AS AN INDEPENDENT CONTRACTOR TO: Rains & Williamson

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

WELL NO. 1 LEASE Ummel Trust SEC. 26 TWP. 16S RANGE 22W

FIELD _____ COUNTY Ness STATE Ks. OWNED BY Same

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME _____ TYPE _____

FORMATION THICKNESS _____ FROM _____ TO _____

PASHER TYPE F.O. Tool SET AT 1728

TOTAL DEPTH _____ MUD WEIGHT _____

BORE HOLE 7 7/8"

INITIAL PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF

PRESENT PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	<u>U</u>	<u>15.5</u>	<u>5 1/2</u>	<u>KB.</u>	<u>4109'</u>	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

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PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

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

Cement Prod. casing as directed

MAY 02 1991

CONSERVATION DIVISION
Wichita, Kansas

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

As consideration, the above-named Customer agrees:

THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED

- a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
 1. Damage to property owned by, 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. The term "well owner" shall include working and royalty interest owners.
 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 3. Personal injury or death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unseaworthiness of any vessel owned, operated, or furnished by Halliburton or any defect in the data, products, supplies, materials, or equipment of Halliburton whether in the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections b) and c) shall mean Halliburton, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.
- c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to guarantee the effectiveness of the products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer shall indemnify Halliburton against any damages arising from the use of such information.
- d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages.
- e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
- g) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- h) That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

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

SIGNED Paul Stash CUSTOMER

DATE 7-8-91

TIME 1200 A.M. (P.M.)



**BULK MATERIALS DELIVERY
AND ORIGINAL
TICKET CONTINUATION**

FOR INVOICE AND
TICKET NO. **125619**

DATE 4-8-91	CUSTOMER ORDER NO.	WELL NO. AND FARM Ummel Trust #1	COUNTY Ness	STATE Kansas
CHARGE TO Rains & Williamson Oil Co.		OWNER Same	CONTRACTOR Mallard Drig.	No. B 904111
MAILING ADDRESS		DELIVERED FROM Hays, Ks	LOCATION CODE 25525	PREPARED BY Kuhn
CITY & STATE		DELIVERED TO S/E Brownell, Ks	TRUCK NO. 3703	RECEIVED BY <i>Wm Lemman</i>

PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT	
		L	D		QTY.	MEAS.	QTY.	MEAS.			
504-308	516.00261	2	B	Standard Cement	150				5.45	817	50
509-968	516.00315	2	B	Salt Blended	1170	lb			.10	117	00
508-127	890.50131	2	B	Cal Seal Blended	7				19.70	137	90
508-292	70.15573	2	B	Gilsonite Blended	750	lb			.47	352	50
507-153	526.00161	2	B	CFR-3 Blended	71	lb			4.10	291	10
509-554	890.50131	2	B	Halliburton Gel on side	2				13.75	27	50

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STATE CORPORATION COMMISSION
MAY 02 1991
CONSERVATION DIVISION
Wichita, Kansas

			Returned Mileage Charge	TOTAL WEIGHT	LOADED MILES	TON MILES						
			SERVICE CHARGE ON MATERIALS RETURNED				CU. FEET					
500-207		2	B	SERVICE CHARGE			193 CU. FEET	1.15		221	95	
500-306		2	B	Mileage Charge	16,791 TOTAL WEIGHT	24 LOADED MILES	201.492 TON MILES	.80		161	19	
No. B904111		CARRY FORWARD TO INVOICE						SUB-TOTAL			2,126	64

CUSTOMER



JOB SUMMARY

HALLIBURTON DIVISION *Oklahoma City, Ok.*
HALLIBURTON LOCATION *Ness City, Ok.*

BILLED ON TICKET NO. *125619*

WELL DATA

FIELD _____ SEC. *26* TWP. *16s* RNG. *22W* COUNTY. *Ness* 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 *F.O. Tool* SET AT *1728'*

BOTTOM HOLE TEMP. _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH *7410*

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	<i>4</i>	<i>15.5</i>	<i>5 1/2</i>	<i>KB</i>	<i>1409'</i>	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

JOB DATA

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER		
OTHER		

CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE <i>1-8</i>	DATE <i>4-8</i>	DATE <i>4-8</i>	DATE <i>4-8</i>
TIME <i>0930</i>	TIME <i>1200</i>	TIME <i>1500</i>	TIME <i>1830</i>

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
<i>D. Lemman</i>	<i>3580</i>	
<i>E. Gamar</i>	<i>Combo</i>	<i>Ness City, Ks.</i>
<i>R. Taliaferro</i>	<i>3703</i>	
	<i>B-Trk</i>	<i>Hays, Ks.</i>

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. _____

PERFPAC BALLS TYPE _____ QTY. _____

OTHER _____

OTHER _____

DEPARTMENT *Cement*

DESCRIPTION OF JOB *Cement prod. casing*

JOB DONE THRU: TUBING CASING ANNULUS TBG/ANN.

CUSTOMER REPRESENTATIVE *X Paul Stup*

HALLIBURTON OPERATOR *Don Lemman* COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
	<i>150</i>	<i>EA-2</i>	<i>Part. A.</i>	<i>B.</i>	<i>5% Calson, 18% salt, 5% Gt 1/2% CR-3</i>	<i>1.48</i>	<i>15.0</i>

PRESSURES IN PSI

SUMMARY

VOLUMES

CIRCULATING _____ DISPLACEMENT _____ PRES. LOSS: BBL.-GAL. *10* TYPE *Superfluid*

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

AVERAGE _____ FRACTURE GRADIENT _____ TREATMENT: BBL.-GAL. _____ DISPL: BBL.-GAL. *104*

SHUT-IN: INSTANT _____ 5-MIN. _____ 15-MIN. _____ CEMENT SLURRY: BBL.-GAL. *39 1/2*

HYDRAULIC HORSEPOWER _____ TOTAL VOLUME: BBL.-GAL. _____

ORDERED _____ AVAILABLE _____ USED _____ AVERAGE RATES IN BPM _____

TREATING _____ DISPL. CEMENT LEFT IN PIPE _____ REMARKS *See Job Log & Chart*

FEET *31 1/2* REASON *Shoe Joint* *Thank You Don & crew*

RECEIVED STATE CORPORATION COMMISSION

MAY 02 1991

OPERATION DIVISION Wichita, Kansas

CUSTOMER *Rains of Williams* LEASE *Universal Trust* WELL NO. *#1* JOB TYPE *Art 2.5* DATE *4-8-91*

HALLIBURTON SERVICES
JOB LOG

WELL NO. # 1 LEASE Unmel Trust TICKET NO. 125619
 CUSTOMER Raine & Williamson PAGE NO. 1
 JOB TYPE Cmt. Logging DATE 1-8-91

FORM 2013 R-2

ORIGINAL

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	1200							On location - Rig laying down D.P.
	1500							Hot shot after F.O. Tool @ Hays, K. Start 5 1/2" casing - Baker fluid equip. Halliburton F.O. @ 1725' 75' joint
	1715							Fin running casing - Hook up to cir.
	1725							Rig cir casing
	1740							Fin cir casing - Hook to Hoyer equip.
	1742	5	2				250	Pump H ₂ O
		5	10				225	Pump 420 gal Super Flush
		5	2				225	Pump H ₂ O
		4	5				250	Pump Gel ahead - 2sks
	1748	5					300	Start mixing 150 SKS EA-2 cont.
			70				150	Fin mixing cont.
								Wash out pump & lines
								Release S.W. Top Plug
	1802	8					200	Start Displ. - H ₂ O
		3	100				1100	slow rate to land plug
	1815		104				800	Plug down - Hold psi
	1817						1650	0 Release psi - Insert hold.
	1820							Wash up P.T. & Pack up
	1830							Job Complete
								<i>T. Frank</i> <i>J. Galt</i>
								D. Lemman 71718
								E. Gomez B 4260
								R. Tahafero E 0741

RECEIVED
STATE CORPORATION COMMISSION

MAY 02 1991

CONSERVATION DIVISION
Wichita, Kansas

CUSTOMER

HALLIBURTON SERVICES

A Division of Halliburton Company

TICKET NO. 126227-2

ORIGINAL

FORM 1808 R-11

WELL NO. - FARM OR LEASE NAME #1 Ummel		COUNTY Ness	STATE Ks	CITY / OFFSHORE LOCATION	DATE 4-16-91
CHARGE TO Rains + Williamson		OWNER Same		TICKET TYPE (CHECK ONE) SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>	NITROGEN JOB YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ADDRESS		CONTRACTOR Hembree Well Serv.		LOCATION 1 Gr Bend, Ks	CODE 25520
CITY, STATE, ZIP		SHIPPED VIA Hako		FREIGHT CHARGES <input type="checkbox"/> FPD <input type="checkbox"/> COLLECT	LOCATION 2
WELL TYPE 01	WELL CATEGORY 01	WELL PERMIT NO.	DELIVERED TO LOC	LOCATION 3	CODE
TYPE AND PURPOSE OF JOB 195		B-	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 list. 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		
100-115				MILEAGE	24	mi			1.35	32.40
116-437				Sleeve Positioner	2	ea			185.00	185.00
110-007				ABD	1	ea				1195.00
116-228				Stripper head	1	ea				140.00

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CONSERVATION DIVISION

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

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

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

X *[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.

[Signature]
HALLIBURTON OPERATOR

[Signature]
HALLIBURTON APPROVAL

SUB TOTAL **1552.40**
APPLICABLE TAXES WILL BE ADDED ON INVOICE.

HALLIBURTON SERVICES ORIGINAL

A Halliburton Company

INVOICE NO.	DATE
126227	04/16/1991

WELL LEASE NO./PLANT NAME	WELL/PLANT LOCATION	STATE	WELL/PLANT OWNER
JMMEL 1	NESS	KS	RAINS & WILLIAMSON
SERVICE LOCATION	CONTRACTOR	JOB PURPOSE	TICKET DATE
GREAT BEND	MEMBERE OIL SERVICE	RETRIEVABLE TOOL SERVICE	04/16/1991
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER
738293	PAUL STEPHENS		
		SHIPPED VIA	FILE NO.
		COMPANY TRUCK	13901

RAINS & WILLIAMSON OIL CO
435 PAGE COURT, 220 W. DOUGLAS
WICHITA, KS 67202

DIRECT CORRESPONDENCE TO:
FIRST OKLAHOMA TOWER
210 WEST PARK AVENUE
SUITE 2050
OKLAHOMA CITY, OK 73102-5501

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
100-113	PRICING AREA - MID CONTINENT MILEAGE	24	MI	1.35	32.40
114-437	FO CMR OPEN/CLOSE POSITIONER	1	EA	185.00	185.00
110-007	RETRIEVABLE BRIDGE PLUG	1840	FT	1.195.00	1,198.00
114-223	STRIPPER TYPE HEAD	1	EA	140.00	140.00
		RD	HR	PER 6 HR	
	INVOICE SUBTOTAL				1,552.40
	DISCOUNT (BID)				429.98
	INVOICE BID AMOUNT				1,122.42
	INVOICE TOTAL - PLEASE PAY THIS AMOUNT				1,122.42

RECEIVED
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MAY 02 1991
CONSERVATION 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.

HALLIBURTON SERVICES

WORK ORDER CONTRACT AND PRE-TREATMENT DATA

FORM 1908 R-7

A Division of Halliburton Company

ATTACH TO INVOICE & TICKET NO

126227

DISTRICT Pratt KS

DATE 4-16-91

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

WELL NO. 1 LEASE Ummel SEC _____ TWP. _____ RANGE _____

FIELD _____ COUNTY Ness STATE Ks OWNED BY _____

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME _____ TYPE _____
FORMATION THICKNESS _____ FROM _____ TO _____
PACKER: TYPE _____ SET AT _____
TOTAL DEPTH _____ MUD WEIGHT _____
BORE HOLE _____
INITIAL PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF
PRESENT PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF

	NEW LEGS	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	<u>4</u>		<u>5 1/2</u>	<u>0</u>		
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS			<u>F.O. Cementer</u>		<u>1634</u>	
PERFORATIONS						
PERFORATIONS						

PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

TREATMENT INSTRUCTIONS: TREAT THRU TUBING ANNULUS CASING TUBING/ANNULUS HYDRAULIC HORSEPOWER ORDERED
Run ROP + F.O. Cementer to Cement Csg to Surf

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

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

- a. To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 19% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- b. To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
 1. Damage to property owned by, 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. The term "well owner" shall include working and royalty interest owners.
 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 3. Personal injury or death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unseaworthiness of any vessel owned, operated, or furnished by Halliburton or any defect in the data, products, supplies, materials, or equipment of Halliburton whether in the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections b) and c) shall mean Halliburton, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.
- c. That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to guarantee the effectiveness of the products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer shall indemnify Halliburton against any damages arising from the use of such information.
- d. That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for, special, incidental, indirect, punitive or consequential damages.
- e. That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing unit, returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- f. To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
- g. That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- h. That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

STATE CORPORATION COMMISSION

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

SIGNED [Signature] CUSTOMER

DATE 4-16-91

TIME 10:30 A.M. P.M.

MAY 02 1991

SUMMARY

HALLIBURTON LOCATION Gr. Bend, KS

BILLED ON TICKET NO. 126227

WELL DATA ORIGINAL STATE KS

FIELD _____ SEC _____ TWP _____ RANG _____ COUNTY _____ STATE _____

FORMATION NAME _____ TYPE _____

FORMATION THICKNESS _____ FROM _____ TO _____

INITIAL PROD. OIL _____ SPD. WATER _____ SPD. GAS _____ MCFD _____

PRESENT PROD. OIL _____ SPD. WATER _____ SPD. GAS _____ MCFD _____

COMPLETION DATE _____ MUD TYPE _____ MUD WT. _____

PACKER TYPE RDD - F.O. POS. F. JURY SET AT _____

BOTTOM HOLE TEMP. _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH _____

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	U		5 7/8			
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS					1634	
PERFORATIONS						

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOYT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER		
OTHER		

JOB DATA

CALLED OUT DATE	ON LOCATION DATE	JOB STARTED DATE	JOB COMPLETED DATE
4-16	4-16	4-16	4-17
TIME 0800	TIME 1030	TIME 1100	TIME

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
J. Reno	55520 P.U.	25520

MATERIALS

TREAT. FLUID _____ DENSITY _____ LB/GAL. API

DISPL. FLUID _____ DENSITY _____ 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.

PERFPAC BALLS TYPE _____ QTY.

OTHER _____

OTHER _____

DEPARTMENT Cement

DESCRIPTION OF JOB RDD - F.O. POSITIONER

JOB DONE THRU: TUBING CASING ANNULUS TBG/ANN.

CUSTOMER REPRESENTATIVE X Paul Stevens

HALLIBURTON OPERATOR Jim Reno COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./BK.	MIXED LBS./GAL.

PRESSURES IN PSI

SUMMARY

VOLUMES

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 _____

PREGLUSH: BBL. GAL. _____ TYPE _____

LOAD & BKDN: BBL. GAL. _____ PADI: BBL. GAL. _____

TREATMENT: BBL. GAL. _____ DISPL.: BBL. GAL. _____

CEMENT SLURRY: BBL. GAL. _____

TOTAL VOLUME: BBL. GAL. _____

REMARKS

RECEIVED

STATE CORPORATION COMMISSION

MAY 02 1991

CUSTOMER: Kansas & Williams Co.
LEASE: Unmud
JOB TYPE: 126227
DATE: _____

JOB LOG

WELL NO. _____ LEASE _____
 CUSTOMER Rains + Williamson PAGE NO. 1
 JOB TYPE TOOLS ORIGINAL DATE 4-16-91

FORM 2013 R-2

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	1030							ON LOC
	1100							START ROP + F.O. Post. in hole
	1130							WAIT ON TUBING
	1400							Tubing ON LOC
	1500							Set ROP @ 1840'
								Wait hole
	1520					1000		Test BP _i - Held
	1525							SPOT 2.5" SAND
	1530							WAIT ON H ₂ O
	1617							Open FA
	1620							Begin Cementing -
	1637							Cement to Surf
	1640							Close F.O.
	1640					1000		TEST
	1648							Rev. Out -
	1655							Pull Tool
	1800							Out w/ Tool
								4-17-91
	0800							ON LOC
	0810							ST. IN w/ overshot
	0930							Rev. Sand-Out
	0930							Bypass opened on plug
								lost 14" H ₂ O + MOST of SAND
	1030							SWAB DOWN
	1130							Release ROP
	1130							Pull Tool
	1300							Out w/ Tool
								Job Complete
								Thank You
								J. Renw

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 MAY 02 1991
 CONSERVATION DIVISION
 Wichita, Kansas

REMIT TO: 2/8
 P.O. BOX 951046
 DALLAS, TX 75395-1046



HALLIBURTON SERVICES ORIGINAL

INVOICE

A Halliburton Company

WELL LEASE NO./PLANT NAME		WELL/PLANT LOCATION		STATE	INVOICE NO.	DATE
UMMEL TRUST 1		NESS		KS	125615	04/01/1999
SERVICE LOCATION		CONTRACTOR	JOB PURPOSE		WELL/PLANT OWNER	
NESS CITY		MALLARD	CEMENT SURFACE CASING		SAME	
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	TICKET DATE	
723293	TY RICHARDSON			COMPANY TRUCK	04/01/1999	
				FILE NO.	1315	

RAINS & WILLIAMSON OIL CO
 435 PAGE COURT, 230 W. DOUGLAS
 WICHITA, KS 67202

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	24	MI	2.50	62.40
001-016	CEMENTING CASING	1	UNT		
		263	FT	475.00	475.00
030-503	CMTG PLUG LA-11, CP-1, CP-3, TOP	1	UNT		
		8 5/8	IN	90.00	90.00
504-308	STANDARD CEMENT	1	EA		
506-105	POZMIX A	90	SK	5.45	490.50
506-121	HALLIBURTON-GEL 2X	60	SK	3.00	180.00
509-406	ANHYDROUS CALCIUM CHLORIDE	3	SK	.00	N/C
500-207	BULK SERVICE CHARGE	4	SK	26.25	105.00
500-306	MILEAGE CMTG MAT DEL OR RETURN	158	CFT	1.15	181.70
		162.240	TMI	.80	129.79
INVOICE SUBTOTAL					1,714.39
DISCOUNT - (BID)					342.87
INVOICE BID AMOUNT					1,371.52
*- KANSAS STATE SALES TAX					36.96
INVOICE TOTAL - PLEASE PAY THIS AMOUNT					\$1,408.40

RECEIVED
 STATE CORPORATION COMMISSION

MAY 02 1991

CONSERVATION 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...

PAGE 1 OF 2 PAGES

HALLIBURTON SERVICES

ORIGINAL

TICKET NO. 125615

2070 Cont'd BM FORM 1908 R-11

21735

A Division of Halliburton Company

WELL NO. - FARM OR LEASE NAME #1 Hammel Trust		COUNTY Ness	STATE Ks	CITY / OFFSHORE LOCATION	DATE 7-1-91
CHARGE TO Rains & Williamson		OWNER Same		TICKET TYPE (CHECK ONE) SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>	NETROGEN JOB YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ADDRESS 220 W. Douglas #435		CONTRACTOR Malleco		LOCATION 1 Ness Co., Ks	CODE 25553
CITY, STATE Wichita, KS 67202		SHIPPED VIA 3580		LOCATION 2 Ness Co., Ks	CODE 25525
WELL TYPE D1		WELL PERMIT NO. B-90-1099		LOCATION 3	CODE
WELL CATEGORY 01		DELIVERED TO SE/Brown, Ks		REFERRAL LOCATION	
TYPE AND PURPOSE OF JOB DIO		ORDER NO.			

As consideration, the above-named Customer agrees to pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. 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 obligation hereby is only limited to 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 as expressly limited by the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the customer or 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 3580	21	M			2.60	62.40
001-016		1		Pump Charge	263	Ft.				475.00
030-503		1		2 amp Top Plug	1	ea	85/8 IN			90.00

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MAY 02 1991
CONSERVATION DIVISION
Wichita Kansas

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO. 2 B-904099

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

X Tox Khaidis
CUSTOMER OR HIS AGENT (PLEASE PRINT)

X Tox Khaidis
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.

Don Lemmer
HALLIBURTON OPERATOR

S.L.
HALLIBURTON APPROVAL

FIELD OFFICE

1086.99

17.14 39

SUB TOTAL

APPLICABLE TAXES WILL BE ADDED ON INVOICE.

**BULK MATERIALS DELIVERY
AND
TICKET CONTINUATION**

ORIGINAL

FOR INVOICE AND
TICKET NO.

HALLIBURTON SERVICES
A Division of Halliburton Company

DATE 4-1-91	CUSTOMER ORDER NO.	WELL NO. AND FARM Unnel Trust #1	COUNTY Ness	STATE Kansas
CHARGE TO Rafas & Willianson Oil		OWNER Same	CONTRACTOR No. B904099	
MAILING ADDRESS		DELIVERED FROM Hays, Ks	LOC. # 15349 1111	PREPARED BY Kuhn
CITY & STATE		DELIVERED TO S/E Brownell, Ks	TRUCK NO. 0530	RECEIVED BY

PRICE REFERENCE	SECONDARY REF. OR PART NO.	CODE		DESCRIPTION	UNITS 1		UNITS 2		UNIT PRICE	AMOUNT		
		L	D		QTY.	MEAS.	QTY.	MEAS.				
				150Cu. Ft. Pozmix Cement								
504-308	516.00261	2	B	Standard Cement	90				5.45	490	50	
506-105	516.00286	2	B	Pozmix 'A'	60				3.00	180	00	
506-121	516.00259	2	B	3sk Halliburton Gal							n/c	
509-406	890.50812	2	B	Caclium Chloride Blended	4				26.25	105	00	
<p>RECEIVED STATE CORPORATION COMMISSION MAY 02 1991 CONSERVATION DIVISION Wichita, Kansas</p>												
				TOTAL WEIGHT	LOADED MILES	TON MILES						
500-207		2	B	SERVICE CHARGE ON MATERIALS RETURNED				CU. FEET				
				SERVICE CHARGE				158	1.15	181	70	
500-306		2	B	Mileage Charge	13,520	24		162.240	.80	129	79	
				TOTAL WEIGHT				TON MILES				
No. B904099		CARRY FORWARD TO INVOICE							SUB-TOTAL		1,086	99

HALLIBURTON SERVICES

WORK ORDER CONTRACT AND PRE-TREATMENT DATA

ORIGINAL

FORM 1908 R-7

A Division of Halliburton Company

ATTACH TO INVOICE & TICKET NO. 185615

DISTRICT Hays, KS

DATE 4-1-91

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

THE SAME AS AN INDEPENDENT CONTRACTOR TO: Rains & Williamson (CUSTOMER) AND DELIVER AND SELL PRODUCTS, SUPPLIES, AND MATERIALS FOR THE PURPOSE OF SERVICING

WELL NO. #1 LEASE Unmel Trust SEC 26 TWP. 16s RANGE 22w

FIELD _____ COUNTY Ness STATE Ks OWNED BY Same

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME _____ TYPE _____
FORMATION THICKNESS _____ FROM _____ TO _____
PACKER: TYPE _____ SET AT _____
TOTAL DEPTH 263' MUD WEIGHT _____
BORE HOLE _____
INITIAL PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF
PRESENT PROD: OIL _____ BPD, H₂O _____ BPD, GAS _____ MCF

	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING	N	20#	8 5/8	KB	263	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

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

Cement Surface as directed

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 15th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
- b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
 - 1. Damage to property owned by, 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. The term "well owner" shall include working and royalty interest owners.
 - 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 - 3. Personal injury or death or property damage (including but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section by any Section (c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unworkability of any vessel owned, operated, or furnished by Halliburton or any defect in the data, products, supplies, materials, or equipment of Halliburton whether in the procurement, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claim or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections (b) and (c) shall mean Halliburton, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.
- c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to guarantee the effectiveness of the products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendations or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer shall indemnify Halliburton against any damages arising from the use of such information.
- d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect punitive or consequential damages.
- e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
- f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
- g) That this contract shall be governed by the law of the state whose services are performed or materials are furnished.
- h) That Halliburton shall not be bound by any changes or modifications in the contract, except where such change or modification is made in writing by a fully authorized executive officer of Halliburton.

RECEIVED STATE CORPORATION COMMISSION

MAY 02 1991

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

DATE 4-1-91
TIME 2030 A.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.

CONSERVATION DIVISION

FIELD OFFICE

WELL DATA

FIELD _____ SEC 26 TWP 6E3 RNG 22W COUNTY Ness STATE Ks

FORMATION NAME _____ TYPE _____

FORMATION THICKNESS _____ FROM _____ TO _____

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

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

COMPLETION DATE _____ MUD TYPE _____ MUD WT. _____

PACKER TYPE _____ SET AT _____

BOTTOM HOLE TEMP. _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH 263

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	N	20	8 3/8	KB	263	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

JOB DATA

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER		
OTHER		

CALLER OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE <u>4-1</u>	DATE <u>4-1</u>	DATE <u>4-1</u>	DATE <u>4-1</u>
TIME <u>1930</u>	TIME <u>2020</u>	TIME <u>2100</u>	TIME <u>2400</u>

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
<u>D. Lewman</u>	<u>3550</u>	
<u>E. Gomez</u>	<u>Combo</u>	<u>Ness Co., Ks</u>
<u>R. Taligorm</u>	<u>0530</u>	
	<u>B-Trk</u>	<u>Hays, Ks</u>

MATERIALS

TREAT. FLUID _____ DENSITY _____ LB/GAL API

DISPL. FLUID _____ DENSITY _____ 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 casing to surface

JOB DONE THRU: TUBING CASING ANNULUS TBO/ANN.

CUSTOMER REPRESENTATIVE X T. J. Gardner

HALLIBURTON OPERATOR Don Lewman COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./BA.	MIXED LBS./GAL.
	<u>150</u>	<u>60/110 P&Z</u>	<u>A</u>	<u>E</u>	<u>2% gel, 3% C.C.</u>	<u>1.28</u>	<u>14.36</u>

PRESSURES IN PSI

SUMMARY

VOLUMES

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 _____

REASON Requested

PRELUSH: BBL-GAL _____ TYPE _____

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

TREATMENT: BBL-GAL _____ DISPL. BBL-GAL 1534

CEMENT SLURRY: BBL-GAL 39

TOTAL VOLUME: BBL-GAL _____

REMARKS See Job Log Chart

RECEIVED _____

STATE CORPORATION COMMISSION _____

MAY 02 1991

CUSTOMER: Rains & Williamson
WELL NO: 41
JOB TYPE: Cement
DATE: 4-1-91

JOB LOG

WELL NO. #1 LEASE Unmel Trust TICKET NO. 125615
 CUSTOMER Rains & Williamson PAGE NO. 1
 JOB TYPE Cement Surface DATE 4-1-91

ORIGINAL

FORM 2013 R-2

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	2030							On location - Rig chg
								Setup Hawk
	2155							Start 8 5/8" casing
	2240							Fin running casing
	2250							Start cir casing
	2310							Fin cir - Hook to Hawk equip
	2317							Start mixing 150 sts 60/100 lb
								Pump start missing
	2327		3.1					Fin emit 3.1
								Release 2 emp top Plug
	2331							Sl Displ - Pump still missing
	2335		15 3/4					Fin Displ
	2400							Job Complete
								Thank You
								D. Lemmer 71718
								E. Gerner B 4260
								P. Taliaferro E0741

RECEIVED
 STATE CORPORATION COMMISSION

MAY 02 1991

FIELD OFFICE

CONSERVATION DIVISION
 Wichita, Kansas

HALLIBURTON SERVICES

ORIGINAL

INVOICE

A Halliburton Company

INVOICE NO. DATE

WELL LEASE NO./PLANT NAME		WELL/PLANT LOCATION		STATE	WELL/PLANT OWNER
SERVICE LOCATION		CONTRACTOR	JOB PURPOSE		TICKET DATE
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE NO.
VERSION PAUL STEPHENS				COMPANY TRUCK	

DIRECT CORRESPONDENCE TO:

RAINS & WILLIAMSON OIL CO
 435 PAGE COURT, 220 W. DOUGLAS
 WICHITA, KS 67202

FIRST OKLAHOMA TOWER
 210 WEST PARK AVENUE
 SUITE 2050
 -OKLAHOMA CITY, OK 73102-3601

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
PRICING AREA - MID CONTINENT					
000-117	MILEAGE	24	MI	2.60	62.40
009-134	CEMENT SQUEEZE	1437	FT	1,095.00	1,565.00
009-019		1	UNT		
510-232	SACKED SAND 20/40 & SMALLER	2	SK	8.60	17.20
090-910	PUMP CHARGE 04-17-91	1	TRK	370.00	370.00
504-316	HALLIBURTON LIGHT W/STANDARD	165	SK	5.64	930.60
507-210	FLOCELE	81	LB	1.30	105.30
500-306	MILEAGE LMTD MAT DEL OR RETURN	177.02	TMI	.80	141.62
500-225	CEMENTING MATERIALS RETURNED	160	CFT	.37	59.20
500-207	BULK SERVICE CHARGE	330	CFT	1.15	379.50
500-306	MILEAGE LMTD MAT DEL OR RETURN	360.55	TMI	.60	216.33
	INVOICE SUBTOTAL				3,389.26
	DISCOUNT-(BID)				508.37
	INVOICE BID AMOUNT				2,880.89
	*-KANSAS STATE SALES TAX				66.67
	*-BARTON COUNTY SALES TAX				15.67
	INVOICE TOTAL - PLEASE PAY THIS AMOUNT				3,069.23

RECEIVED
 STATE CORPORATION COMMISSION
 MAY 4 1991
 CONSERVATION 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

MAY 13 '91

08:41AM HALLIBURTON SERVICES DELIVERY

P. 3/6

HALLIBURTON SERVICES
A Division of Halliburton Company

AND ORIGINAL TICKET CONTINUATION

FOR INVOICE AND
TICKET NO. 125499

DATE 4-16-91	CUSTOMER ORDER NO.	WELL NO. AND FARM Unit #1	COUNTY Nowa	STATE Ks.
CHARGE TO Rains & Williamson		OWNER Rains & Williamson	CONTRACTOR Humber Well Services	No. B 918121
MAILING ADDRESS		DELIVERED FROM Great Bend, Ks.	LOCATION CODE 25520	PREPARED BY A.C. Henry
CITY & STATE		DELIVERED TO Location	TRUCK NO. 3045-6608	RECEIVED BY Jerry Bennell

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 1/2 S	325	lb.			5.60	1825.00	
507-210	890-50071	1	B	Floccs Blended 1/4 in/325	81	lb.			1.30	105.30	
500-306		1	B	Returned Mileage Charge	14,752	TOTAL WEIGHT	24	LOADED MILES	177.02	141.62	
500-225		1	R	SERVICE CHARGE ON MATERIALS RETURNED				CU. FEET 160	.37	57.20	
500-207		1	B	SERVICE CHARGE				CU. FEET 330	1.15	379.50	
500-306		1	B	Mileage Charge	30,046	TOTAL WEIGHT	24	LOADED MILES	360.55	288.44	
No. B 918121							CARRY FORWARD TO INVOICE		SUB-TOTAL		1704.62 2606.24

RECEIVED
STATE CORPORATION COMMISSION
MAY 14 1991

CONSERVATION DIVISION
Wichita, Kansas

DISTRICT Pcatl, Ks

ORIGINAL

DATE 4-16-91

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

WELL NO. # 1 LEASE U and SEC _____ TWP. _____ RANGE _____

FIELD _____ COUNTY Rush STATE Ks OWNED BY Same

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME	TYPE	NEW USED	WEIGHT	SIZE	FROM	TO	MAX. ALLOW. P.S.I.
CASING		U	15.5	5 1/2	-0-	1840	RBP
LINER							
TUBING				2 3/8	-0-		
OPEN HOLE							SHOTS/FT.
PERFORATIONS			F 0		11684		
PERFORATIONS							
PERFORATIONS							

PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

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

Cement 11684 outside 5 1/2 w/ 325 sks Hawco light cement #Y4 Floeclak
Returned 165 sks cement

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

- As consideration, the above-named Customer agrees: THIS CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED
- a) To pay Halliburton in accord with the rates and terms stated in Halliburton's current price list. Invoices are payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account.
 - b) To defend, indemnify, release and hold harmless Halliburton, its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorneys fees, and costs of defense to the extent permitted by law for:
 1. Damage to property owned by, 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. The term "well owner" shall include working and royalty interest owners.
 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 3. Personal injury or death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material.
 The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by Halliburton's negligence, strict liability, or the unseaworthiness of any vessel owned, operated, or furnished by Halliburton or any defect in the data, products, supplies, materials or equipment of Halliburton whether in the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of Halliburton. The term "Halliburton" as used in said Sections b) and c) shall mean Halliburton, its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.
 - c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, Halliburton is unable to guarantee the effectiveness of the products, supplies or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research, analysis, job recommendation or other data furnished by Halliburton. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and Customer shall indemnify Halliburton against any damages arising from the use of such information.
 - d) That Halliburton warrants only title to the products, supplies and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to Halliburton or, at Halliburton's option, to the allowance to the Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, punitive or consequential damages.
 - e) That Customer shall, at its risk and expense, attempt to recover any Halliburton equipment, tools or instruments which are lost in the well and if such equipment, tools or instruments are not recovered, Customer shall pay Halliburton its replacement cost unless such loss is due to the sole negligence of Halliburton. If Halliburton equipment, tools or instruments are damaged in the well, Customer shall pay Halliburton the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of Halliburton. In the case of equipment, tools or instruments for marine operations, Customer shall, in addition to the foregoing, be fully responsible for loss of or damage to any of Halliburton's equipment, tools or instruments which occurs at any time after delivery to Customer at the landing until returned to the landing, unless such loss or damage is caused by the sole negligence of Halliburton.
 - f) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law.
 - g) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
 - h) That Halliburton shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized executive officer of Halliburton.

RECEIVED
STATE CORPORATION COMMISSION
MAY 14 1991
CONSERVATION DIVISION
Wichita, Kansas

I HAVE READ AND UNDERSTAND THIS CONTRACT AND REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.
SIGNED [Signature] CUSTOMER
DATE 4-16-91

WE warrant that the Fair Labor Standards Act of 1938 as amended has been complied with in the

SUMMARY

HALLIBURTON SERVICES
LOCATION: **Great Bend, Ks**

CITY: **Great Bend, Ks**
BILLED ON TICKET NO. **125499**
P. 5/6

WELL DATA

FIELD _____ SEC _____ TWP _____ RNG _____ COUNTY **Rush** 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 _____ SET AT _____

BOTTOM HOLE TEMP _____ PRESSURE _____

MISC. DATA _____ TOTAL DEPTH _____

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	U	155	5 1/2	0	1940	RBP
LINER						
TUBING			2 3/8	0		
OPEN HOLE						SHOTS/FT.
PERFORATIONS	FO			1634		
PERFORATIONS						
PERFORATIONS						

JOB DATA

CALLER OUT DATE 4-16 TIME 1000	ON LOCATION DATE 4-16 TIME 1145	JOB STARTED DATE 4-16 TIME 1500	JOB COMPLETED DATE 4-17 TIME 1045
--	---	---	---

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
J. Bennett	Comb	
D. Scott	3242	25520
B. Folk	6608 3046 Tools	25520
J. Reno		25520

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE		
CENTRALIZERS		
BOTTOM PLUG		
TOP PLUG		
HEAD		
PACKER		
OTHER		

MATERIALS

TREAT. FLUID _____ DENSITY _____ LB/GAL-AP

DISPL. FLUID _____ DENSITY _____ LB/GAL-AP

PROP. TYPE _____ SIZE _____ LB

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 outside 5 1/2 via FO cementer**

JOB DONE THRU: TUBING CASING ANNULUS TEG/ANN.

CUSTOMER REPRESENTATIVE **X**

HALLIBURTON OPERATOR **Jerry Bennett** COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./BK.	MIXED LBS./GAL.
	325	Howeo.	light	B	1/4" Floacle/sks	1.69	13.1

RECEIVED

PRESSURES IN PSI

VOLUMES

CIRCULATING _____ DISPLACEMENT _____ PREFLUSH: BBL-GAL _____ TYPE _____

BREAKDOWN _____ MAXIMUM _____ LOAD & SKIN: BBL-GAL _____ PAD: BBL-GAL _____

AVERAGE _____ FRACTURE GRADIENT _____ TREATMENT: BBL-GAL _____ DISPL. **7** BBL-GAL _____

SHUT-IN: INSTANT _____ 5-MIN _____ CEMENT SLURRY: BBL-GAL **97.8**

HYDRAULIC HORSEPOWER _____ TOTAL VOLUME: BBL-GAL _____

MAY 14 1991

COMMUNICATION DIVISION
Wichita, Kansas

REMARKS

ORDERED _____ AVAILABLE _____ USED _____

AVERAGE RATES IN BPM _____

TREATING _____ DISPL. _____ CEMENT LEFT IN PIPE _____ OVERALL _____

FEET _____ REASON _____

68 bbl to mix cement

Tubing 22317

Annulus 0189

Returned 165 sks

CUSTOMER: **Reins & Williams**
LEASE: **10051**
WELL NO: **1**
JOB TYPE: **Cement**
DATE: **4-16-91**

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	1000							Called out
	1200							On location
	1400							Set up trucks
	1300							Wait on tubing
	1450							Run Tubing
	1458							Set Plug at 1840
	1518		42	✓		1000		Pressure test casing
	1519							Hold - OK
	1525		5.7	✓		200		Spot 2 sks 20.40 sand
	1530							Pull up + wait on water
	1617			✓		300		Open FO
	1620	3	1	✓		400	cir	Start mixing cement
	1637	4	48	✓		850	cir	Cement start circulating
	1638	4	50	✓		850	cir	Finish mixing cement
	1639	4	55			860	cir	Displace in 5 bbl water
								Close FO
	1640					1000		Pressure up casing
	1648	4	10	✓		400	400	Reverse out clean
								Pull tubing out
	1725							Shut down for today
	1730							Wash + Rack up
								Job complete
								Thank You
								3242-P
								81870 Jerry Beartl
								89425 David Scott
								85052 Bob Folk

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 STATE CORPORATION COMMISSION
 MAY 14 1991
 CONSERVATION DIVISION
 Wichita, Kansas