

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 # 30700
Name: Abraxas Production Corporation

Address P.O. Box 17485

City/State/Zip San Antonio, Texas 78217

Purchaser: Koch Oil Company

Operator Contact Person: Mark E. Mecke

Phone (512) 828-5354

Contractor: Name: Murfin Drilling Company

License: 30606

Wellsite Geologist: Trevor Lyons

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

If OWO: old well info as follows:
Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

Drilling Method:
 Mud Rotary Air Rotary Cable

08-14-91 08-18-91 09-14-91
Spud Date Date Reached TD Completion Date

API NO. 15- 153-20-779 00-00

County Rawlins ✓

SE NW SE Sec. 26 Twp. 1S Rge. 35 East West

1650 ✓ Ft. North from Southeast Corner of Section

1650 ✓ Ft. West from Southeast Corner of Section
(NOTE: Locate well in section plat below.)

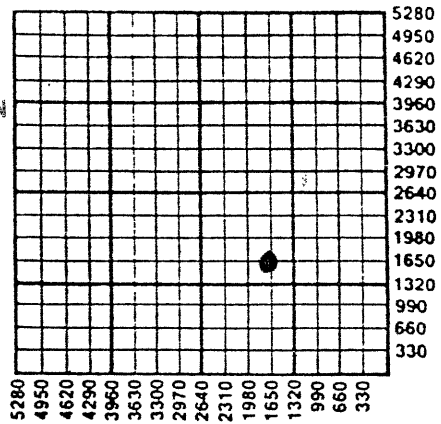
Lease Name Skolout B ✓ Well # 2

Field Name St. John's Cemetary

Producing Formation Lansing KC

Elevation: Ground 3184' KB 3189'

Total Depth 4375' PBD 4326'



A/I

Amount of Surface Pipe Set and Cemented at 308 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.

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.

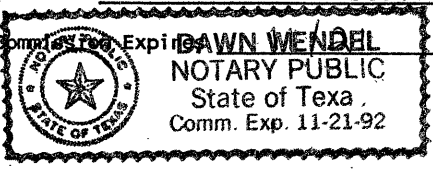
Signature Mark Mecke

Title Production Manager Date 09-27-91

Subscribed and sworn to before me this 27 day of September, 19 91.

Notary Public in and for the State of Texas

Date 09-27-91 Expires _____



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)

P1

SIDE TWO

Operator Name Abraxas Production Corp. Lease Name Skolout B Well # 2

Sec. 26 Twp. 1S Rge. 35 East West
 County Rawlins

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 (Attach Additional Sheets.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 (Submit Copy.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">Formation Description</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> Log</td> <td colspan="2" style="text-align: center;"><input type="checkbox"/> Sample</td> </tr> <tr> <th style="text-align: left;">Name</th> <th style="text-align: center;">Top</th> <th style="text-align: center;">Bottom</th> </tr> <tr> <td>Topeka</td> <td style="text-align: center;">3885'</td> <td></td> </tr> <tr> <td>Deer Creek</td> <td style="text-align: center;">3922'</td> <td></td> </tr> <tr> <td>Oread</td> <td style="text-align: center;">3986'</td> <td></td> </tr> <tr> <td>Douglas Sand</td> <td style="text-align: center;">4050'</td> <td></td> </tr> <tr> <td>Lansing "A"</td> <td style="text-align: center;">4090'</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">"B"</td> <td style="text-align: center;">4141'</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">"C"</td> <td style="text-align: center;">4192'</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">"D"</td> <td style="text-align: center;">4240'</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">"E"</td> <td style="text-align: center;">4281'</td> <td></td> </tr> </table>	Formation Description			<input checked="" type="checkbox"/> Log	<input type="checkbox"/> Sample		Name	Top	Bottom	Topeka	3885'		Deer Creek	3922'		Oread	3986'		Douglas Sand	4050'		Lansing "A"	4090'		"B"	4141'		"C"	4192'		"D"	4240'		"E"	4281'	
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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	12-1/4	8-5/8"	23#	308'	H 60-40poz	200	3%CC & 2%Ce1
Production	7-7/8	4-1/2	9.5#	4364'	HDL	100	1/4# flocele & 7# Gilsonite
					HDL	170	1/4# flocele
					EA-2	150	18%Salt, 4%Halad

Shots Per Foot	Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4 SPF	4142-50'	4000 Gals 20% SGA	4142-50'
4 SPF	4194-97'	1500 Gals 20% SGA	4194-97'
4 SPF	4243-46'	1500 Gals 20% SGA	4243-46'
4 SPF	4281-84'	3500 Gals 20% SGA	4281-90'
4 SPF	4286-90'		

TUBING RECORD Size 2-3/8" Set At 4278' Packer At _____ Liner Run Yes No

Date of First Production <u>09-18-91</u>	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil <u>140</u> Bbls.	Gas <u>TSTM</u> Mcf	Water <u>0</u> Bbls.
			Gas-Oil Ratio <u>NA</u> Gravity <u>35</u>

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 _____

15-193-20779-0000

P.O. BOX 951046
DALLAS, TX 75395-1046

HALLIBURTON SERVICES ORIGINAL

INVOICE

A Halliburton Company

INVOICE NO. DATE

163356 08/19/1991

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

SKOLOUT B 2 RAWLINS KS ABRAXAS

SERVICE LOCATION CONTRACTOR JOB PURPOSE TICKET DATE

BERLIN MURFIN 3 CEMENT PRODUCTION CASING 08/19/1991

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

003650 BOB WATSON COMPANY TRUCK 20987

PD BY CK# 02151 \$17,461.65

DIRECT CORRESPONDENCE TO:

ABRAXAS PETROLEUM CORP
P O BOX 17485
SAN ANTONIO, TX 78217

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	MILEAGE	40	MI	2.60	104.00
		1	UNT		
001-016	CEMENTING CASING	4364	FT	1,300.00	1,300.00
		1	UNT		
018-317	SUPER FLUSH	10	SK	87.00	870.00
030-016	CEMENTING PLUG 5W ALUM TOP	4 1/2	IN	35.00	35.00
		1	EA		
509-554	HALLIBURTON GEL - 100 LB.	2	SK	14.75	29.50
314-153	POTASSIUM CHLORIDE	150	LB	.25	37.50
12A	GUIDE SHOE - 4 1/2" 8RD THD.	1	EA	89.00	89.00
825.201					
24A	INSERT FLOAT VALVE - 4 1/2" 8RD	1	EA	73.00	73.00
815.19101					
27	FILL-UP UNIT 4 1/2"-5"	1	EA	27.50	27.50
815.19111					
40	CENTRALIZER 4-1/2" MODEL S-4	8	EA	43.00	344.00
807.93004					
320	CEMENT BASKET 4 1/2"	2	EA	85.00	170.00
800.8881					
208-108	MSA ACID (10%)	250	GAL	.77	192.50
218-644	15N	1	GAL	17.50	17.50
210-012	MSA INHIBITOR	1/2	GAL	45.25	22.63
504-308	STANDARD CEMENT	150	SK	6.75	1,012.50
508-127	CAL SEAL	7	SK	19.70	137.90
509-968	SALT	1170	LB	.10	117.00
507-970	D-AIR 1, POWDER	38	LB	2.95	112.10
507-775	HALAD-322	57	LB	6.15	350.55
504-308	STANDARD CEMENT	176	SK	6.75	1,188.00
506-105	POZMIX A	94	SK	3.90	366.60
506-121	HALLIBURTON-GEL 2%	5	SK	.00	N/C
507-277	HALLIBURTON-GEL BENTONITE	19	SK	14.75	280.25
507-285	ECONOLITE	470	LB	.90	423.00

RECEIVED
STATE CORPORATION COMMISSION
102-91
OCT 02 1991
CONSERVATION DIVISION
Wichita, Kansas

***** CONTINUED ON NEXT PAGE *****

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.

*** CASH JOB ***

AFFIX JOB TKT

P.O. BOX 951046
DALLAS, TX 75395-1046

INVOICE

15-53-2079-00-00

HALLIBURTON SERVICES

A Halliburton Company

ORIGINAL

INVOICE NO.	DATE
163356	08/19/1991

WELL LEASE NO./PLANT NAME	WELL/PLANT LOCATION	STATE	WELL/PLANT OWNER
SKOLOUR B 2	RAWLINS	KS	ABRAXAS

SERVICE LOCATION	CONTRACTOR	JOB PURPOSE	TICKET DATE
OBERLIN	MURFIN 3	CEMENT PRODUCTION CASING	08/19/1991

ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE NO.
003650	BOB WATSON			COMPANY TRUCK	20987

PD BY CK# 02151 \$17,461.65

DIRECT CORRESPONDENCE TO:

ABRAXAS PETROLEUM CORP
P O BOX 17485
SAN ANTONIO, TX 78217

FIRST OKLAHOMA TOWER
210 WEST PARK AVENUE
SUITE 2050
OKLAHOMA CITY, OK 73102-5601

PRICE REF. NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
507-210	FLOCELE	68	LB	1.30	88.40
508-291	GILSONITE BULK	700	LB	.35	245.00
509-968	SALT	200	LB	.10	20.00
500-207	BULK SERVICE CHARGE	503	CFT	1.15	578.45
500-306	MILEAGE CMTG MAT DEL OR RETURN	863.06	TMI	.80	690.45
	INVOICE SUBTOTAL				8,922.33
	DISCOUNT-(BID)				1,784.46-
	INVOICE BID AMOUNT				7,137.87
	*-KANSAS STATE SALES TAX				259.96
	*-DECATUR COUNTY SALES TAX				61.14
	INVOICE TOTAL - PLEASE PAY THIS AMOUNT				\$7,458.97

RECEIVED
STATE CORPORATION COMMISSION
10-2-91
OCT 02 1991
CONSERVATION
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.

*** CASH JOB ***

AFFIX JOB TKT

JOB LOG

WELL NO. 1 LEASE 21050110

TICKET NO. 165356

CUSTOMER ABRAXAS PET

PAGE NO. 2 of 2

FORM 2013 R-2

JOB TYPE Long string

DATE 8-19-91

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	0523	6	41	1	1	2	200	ST Lifting unit ORIGINAL
	0530	5	71		1		900	circ passing
	0530						1800	Fin Disp Potential Returns
	0535						0	Release / CMT did not circ ENSURE HOD
								Job completed
								Thank you
								Jhr

RECEIVED
STATE CORPORATION COMMISSION

OCT 02 1991 10-2-91

CONSERVATION DIVISION
Wichita, Kansas

JOB LOG

FORM 2013 R-2

WELL NO. 2 LEASE 320401 D TICKET NO. 102250
 CI MER ABRAXAS PET. INC PAGE NO. 1
 JOB TYPE LONG STRING DATE 8-19-91

ORIGINAL

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
8-18-91	1930							called out
	2330							on loc. Rig Laying Down D.p. SET UP TRUCKS.
8-19-91	0030							FIN Laying Down D.p. chg OVER TO RUNCSG
	0145							START 4 1/2 CSG w/REG Guide shoe INSERT FLOAT VALVE Centralizers on 1, 3, 5, 7, 9, 11 35, 452 cmt BSKTS ON 36 & 53
	0355							FIN CSG Hook up Plug Coist.
	0407							START CIRCS
	0420							FIN circ Hook to Pump Truck
	0421	6		1	300			START 18 BBL 30% SALT H ₂ O
	0428	6	18	1	300			FIN SALT
	0431	6	5	1	300			RUN 5 BBL spacer
	0432	6		1	300			START 10 BBL Super Flush
	0435	6	10	1	300			FIN Flush
	0436	6	6	1	300			RUN 2 SK GAL ahead
	0437	6		1	300			START mix 100 SKS HDLW//1/4 LB Floccite #7 # GILSONITE
	0450	6	67	1	50			FIN HLC
		6		1				ST mix 170 SKS HDLW//1/4 LB Floccite
	0507	6	109	1	50			FIN HDL
	0507	6		1	50			START mix 150 SKS H ₂ O//18% SALT .4% H ₂ O 322 & 25% D-AIR
	0513	6	36	1	50			FIN CURT Wash pump & Lines Release SW Top Plug
	0517	6		1	50			START Disp w/250 gal Acetic Acid
		6	6	1	50			FIN Acetic Acid
		6		1	50			ST. 18 BBL 290 KCL H ₂ O
	0	6	24	1	50			FIN KCL

RECEIVED STATE COMMISSION

CONT. NEXT PAGE

OCT 02 1991
 10-2-91
 CONSERVATION DIVISION
 Wichita, Kansas

WELL DATA

FIELD: SEC 26 TWP 13 RNG 35W COUNTY Rawlins STATE Ks

FORMATION NAME, TYPE, THICKNESS, 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 4325

Table with columns: NEW USED, WEIGHT, SIZE, FROM, TO, MAXIMUM PSI ALLOWABLE. Rows: CASING (N 9.5 4 1/2 KB 4364), LINER (N 20 0 5/8 KB 308), TUBING, OPEN HOLE (7 7/8 4364 4325 SHOTS/FT.), PERFORATIONS

JOB DATA

Table with columns: CALLED OUT, ON LOCATION, JOB STARTED, JOB COMPLETED. Dates: 8-18-91, 8-18-91, 8-19-91, 8-19-91. Times: 1930, 2330, 0145, 0530

TOOLS AND ACCESSORIES

Table with columns: TYPE AND SIZE, QTY., MAKE. Items: FLOAT COLLAR Insert 4 1/2 1EA Howco, FLOAT SHOE, GUIDE SHOE Rca 4 1/2 1EA, CENTRALIZERS 329 4 1/2 6EA, BOTTOM PLUG, TOP PLUG SW 4 1/2 1EA, HEAD Plug cont. 4 1/2 1EA, PACKER, OTHER Cmt BSKT 4 1/2 2EA

PERSONNEL AND SERVICE UNITS

Table with columns: NAME, UNIT NO. & TYPE, LOCATION. Personnel: J. KEZMAN (2591 R.C.M. Oberlin Ks.), F. ALSTROM (3846 B.M. Oberlin Ks.), M. JONES (4718 B.M. Oberlin Ks.), H. BENNY (B.M. Oberlin Ks.)

MATERIALS

Form for MATERIALS: TREAT. FLUID, DISPL. FLUID, PROP. TYPE, ACID TYPE, SURFACTANT TYPE, NE AGENT TYPE, FLUID LOSS ADD. TYPE, GELLING AGENT TYPE, FRIC. RED. AGENT TYPE, BREAKER TYPE, BLOCKING AGENT TYPE, PERFPAC BALLS TYPE, OTHER

DEPARTMENT CMT-Bulk, DESCRIPTION OF JOB CMT 4 1/2 CSG

JOB DONE THRU: TUBING, CASING, ANNULUS, TBG/ANN. CUSTOMER REPRESENTATIVE: [Signature] HALLIBURTON OPERATOR: [Signature] COPIES REQUESTED

CEMENT DATA

Table with columns: STAGE, NUMBER OF SACKS, CEMENT, BRAND, BULK SACKED, ADDITIVES, YIELD CU.FT./SK., MIXED LBS./GAL. Rows: 100 HDL STAND B 1/2 LB FLOCCO + 7% G/LONITE (3.62 10.68), 170 HDL STAND B 1/2 LB FLOCCO (3.78 10.2), 150 EA-2 STAND B 1/2 LB SALT, .4% HALAD 322 + .25% DRAIN (1.36 15.5)

PRESSURES IN PSI

SUMMARY

VOLUMES

Form for PRESSURES, SUMMARY, VOLUMES: CIRCULATING, BREAKDOWN, AVERAGE, SHUT-IN, HYDRAULIC HORSEPOWER, ORDERED, TREATING, FEET. Includes RECEIVED stamp: STATE CORPORATION COMMISSION, OCT 02 1991. Remarks: SEE Job log & chart, Thank you.

CUSTOMER: ABNAXAS PJT LEASE: 5060078) WELL NO: #2 JOB TYPE: LONG STRING DATE: 8-19-91

DISTRICT Oberlin, KS

DATE 8-19-91

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

THE SAME AS AN INDEPENDENT CONTRACTOR TO: ABRAXAS PPT. INC. (CUSTOMER)

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

WELL NO. 2 LEASE SKOLOUT 'B' SEC. 26 TWP. 1^S RANGE 35^W

FIELD _____ COUNTY RAWLINS STATE KS OWNED BY ABRAXAS PPT. INC.

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME _____ TYPE _____

FORMATION THICKNESS _____ FROM _____ TO _____

PACKER: TYPE _____ SET AT _____

TOTAL DEPTH 4375 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	N	9.5	4 1/2	KB	4364	
LINER	N	20	8 5/8	KB	308	
TUBING						
OPEN HOLE			7 7/8	4364	4375	SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

PREVIOUS TREATMENT: DATE _____ TYPE _____ MATERIALS _____

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

1 cwt 4 1/2 csg w/ Reg Guide shoot INSERT FLOAT VALVE CENTRALIZERS ON 1, 3, 5, 7, 9, 11
35# 52 cwt Bsf on 36# 53, 100 SK HDL w/ 1/4 LB Flocel & 7# Hg. LSONITE, 170 SK
HDL w/ 1/4 Flocel, 150 SK EA-2 w/ 18% SALT, 4# Hald 322 & 25% D-Air
250 gal ACETIC ACID, 18 BBL KCL #20, 18 BBL SALT FLUSH & 10 BBL SUPER FLUSH

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 of 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 the 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 _____ CUSTOMER

DATE 8-19-91

TIME 0045 (A.M.) P.M.

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

RECEIVED 10-2-91
 STATE COMMISSION
 DIVISION

BULK MATERIALS DELIVERY AND TICKET CONTINUATION

FOR INVOICE AND TICKET NO.

163356

DATE 8-18-91	CUSTOMER ORDER NO.	WELL NO. AND FARM Skolout B-2	COUNTY Rawlins	STATE Ks
CHARGE TO Abraxas		OWNER Abraxas	CONTRACTOR Murifn 3	No. B 982389
MAILING ADDRESS		DELIVERED FROM Oberlin, Ks	LOCATION CODE 25529	PREPARED BY vlk/Jones/Berry
CITY & STATE		DELIVERED TO <i>W/Atwood, Ks</i>	TRUCK NO. 3846 & 4718	RECEIVED BY <i>J. Keenan</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			1	Standard Cement	150	sk			6.75	1012	50	
508-127			1	Cal Seal	7	sk			19.70	137	90	
509-968			1	Salt Granulated 18%	1170	lb			.10	117	00	
507-775			1	Halad 322	57	lb			6.15	350	55	
507-970			1	D-Air	38	lb			2.95	112	10	
504-308			1	Standard Cement	176	sk			6.75	1188	00	
506-105			1	Pozmix	94	sk			3.90	366	60	
506-121			1	Halliburton Gel Allowed 2%(5)						NC		
507-277			1	Halliburton Gel Mixed 8%	19	sk			14.75	280	25	
507-285			1	Econolite	470	lb			.90	423	00	
507-210			1	Flocele	68	lb			1.30	88	40	
508-291			1	Gilsonite (100 sk HDL)	700	lb			.35	245	00	
509-968			1	Salt Granulated (on Side)	200	lb			.10	20	00	
		Returned Mileage Charge	TOTAL WEIGHT		LOADED MILES		TON MILES					
		SERVICE CHARGE ON MATERIALS RETURNED						CU. FEET				
500-207		SERVICE CHARGE						503	1.15	578	45	
500-306		Mileage Charge	43,153 TOTAL WEIGHT		40 LOADED MILES		863.06 TON MILES	.80	690	45		
No. B 982389		CARRY FORWARD TO INVOICE						SUB-TOTAL		5610 20		

ORIGINAL

2676 A31728

HALLIBURTON SERVICES
Ottawa, Oklahoma 73038
A Division of Halliburton Company

106

FORM 1906 R-11

WELL NO. - FARM OR LEASE NAME #2 SKOLONT 'B'		COUNTY Rawlins	STATE Ks.	CITY / OFFSHORE LOCATION	DATE 8-19-91
CHARGE TO ABRAXAS PET INC		OWNER ABRAXAS PET		TICKET TYPE (CHECK ONE) SERVICE <input checked="" type="checkbox"/> SALES <input type="checkbox"/>	
ADDRESS		CONTRACTOR MURFIN Rig 3		NITROGEN JOB YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CITY, STATE, ZIP		SHIPPED VIA 3596-4718 <input type="checkbox"/> PFD <input type="checkbox"/> COLLECT		LOCATION 1 Oberlin, Ks 25529	
WELL TYPE 01		WELL CATEGORY 02		LOCATION 2	
TYPE AND PURPOSE OF JOB Cmt Longstring		WELL PERMIT NO. B-982389		LOCATION 3	
		DELIVERED TO NW/ATWOOD, Ks.		CODE	
		ORDER NO.		REFERRAL LOCATION	

As consideration, the above-named Customer agrees to pay Halliburton in accord with the rates and terms stated in Halliburton's current price lists. Invoices payable NET by the 20th of the following month after date of invoice. Upon Customer's default in payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event it becomes necessary to employ an attorney to enforce collection of said account, Customer agrees to pay all collection costs and attorney fees in the amount of 20% of the amount of the unpaid account. These terms and conditions shall be governed by the law of the state whose 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 3243	40	MILES			2.60	104.00
001-016		1		Pumpchange	436	FT	8	HRS.		1300.00
018-317		1		Super Flush	10	BAGS			87.00	870.00
030-016		1		SW Top Plug	1	EA	4 1/2	IN		35.00
509-554		1		GEL	2	STB			14.25	29.50
314-153		1		KCL	150	LB			.25	37.50
12A	825.201	1		Reg Guide Shoe	1	EA	4 1/2	IN		89.00
24A	815.19101	1		Insert Float Valve	1	EA	4 1/2	IN		73.00
27	815.19111	1		Auto Fill up	1	EA	1	IN		27.50
40	807.93004	1		SRY Centralizer	8	EA	4 1/2	IN	43.00	344.00
320	800.8881	1		CMT BSKTS	2	EA	4 1/2	IN	85.00	170.00
208-108		1		MSA Acid	250	GAL			.77	192.50
218-644		1		15N	1	GAL				17.50
210-012		1		MSA Inhibitor	1	GAL			45.25	22.63

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO. **B-982389** 5610.20

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

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

X *[Signature]*
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.

[Signature]
HALLIBURTON OPERATOR

HALLIBURTON APPROVAL

SUB TOTAL 8922.33

APPLICABLE TAXES WILL BE ADDED ON INVOICE.



HALLIBURTON SERVICES

INVOICE

A Halliburton Company

INVOICE NO.	DATE
053617	08/14/1991

WELL LEASE NO./PLANT NAME		WELL/PLANT LOCATION		STATE	WELL/PLANT OWNER
SKOLOUT B-2		RAWLINS		KS	ABRAXAS PETROLEUM
SERVICE LOCATION	CONTRACTOR	JOB PURPOSE		TICKET DATE	
BERLIN	MURFIN DRILG. #3	CEMENT SURFACE CASING		08/14/1991	
ACCT. NO.	CUSTOMER AGENT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA	FILE NO.
003650	KEITH VAN PELT			COMPANY TRUCK	20987

PD BY CK# 02151 \$17,461.65

DIRECT CORRESPONDENCE TO:

ABRAXAS PETROLEUM CORP
P O BOX 17485
SAN ANTONIO, TX 78217

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	40	MI	2.60	104.00
		1	UNT		
001-016	CEMENTING CASING	308	FT	515.00	515.00
		1	UNT		
030-503	CMTG PLUG LA 11, CP-1, CP-3, TOP	8 5/8	IN	90.00	90.00
		1	EA		
12A	GUIDE SHOE - 8 5/8" 8RD THD.	1	EA	216.00	216.00
825.217					
24A	INSERT FLOAT VALVE - 8 5/8" 8RD	1	EA	171.00	171.00
815.19502					
27	FILL-UP UNIT 7"- 8 5/8"	1	EA	30.00	30.00
815.19415					
40	CENTRALIZER 8-5/8" MODEL S-4	4	EA	62.00	248.00
807.93059					
66	FASGRIP LIMIT CLAMP 8 5/8"	1	EA	13.75	13.75
807.64056					
350	HALLIBURTON WELD-A	1	LB	11.50	11.50
890.10802					
504-308	STANDARD CEMENT	120	SK	6.75	810.00
506-105	POZMIK A	80	SK	3.90	312.00
506-121	HALLIBURTON GEL 2%	4	SK	.00	N/C
509-406	ANHYDROUS CALCIUM CHLORIDE	6	SK	26.25	157.50
500-207	BULK SERVICE CHARGE	212	CFT	1.15	243.80
500-306	MILEAGE CMTG MAT DEL OR RETURN	351.6	TMI	.80	289.28
INVOICE SUBTOTAL					3,211.83
DISCOUNT- (BID)					642.36
INVOICE BID AMOUNT					2,569.47
*-KANSAS STATE SALES TAX					85.10

OCT 02 1991

***** CONTINUED ON NEXT PAGE *****

APPENDIX JOB TRK

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 LEGAL 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.

*** CASH JOB ***



HALLIBURTON SERVICES

INVOICE

A Halliburton Company

ORIGINAL

INVOICENO: 053617
DATE: 08/14/1991

WELL LEASE NO./PLANT NAME SKOLOUT B-2		WELL/PLANT LOCATION RAWLINS		STATE KS	WELL/PLANT OWNER ABRAXAS PETROLEUM	
SERVICE LOCATION ROBERLIN		CONTRACTOR MURFIN DRIG #3	JOB PURPOSE CEMENT SURFACE CASING		TICKET DATE 08/14/1991	
ACCT. NO. 003650	CUSTOMER AGENT KEITH VAN PELT	VENDOR NO.	CUSTOMER P.O. NUMBER	SHIPPED VIA COMPANY TRUCK	FILE NO. 20987	

PD BY CK# 02151 \$17,461.65

ABRAXAS PETROLEUM CORP
P O BOX 17485
SAN ANTONIO, TX 78217

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
	*-DECATUR COUNTY SALES TAX				20.02
INVOICE TOTAL - PLEASE PAY THIS AMOUNT					\$2,674.59

OCT 2 1991

APPENDIX JOB TKT

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.

*** CASH JOB ***

HALLIBURTON SERVICES
JOB LOG

WELL NO. B-2 LEASE Skolout TICKET NO. 053617

CUSTOMER Abbraxas PAGE NO. 1

JOB TYPE Cement ORIGINAL DATE 8-14-91

FORM 2013 R-2

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	1045							ON Loc. Rig Crew Drilling 12 1/4
	1115							Fin Drilling Circ Hole Fin Circ.
	1140							St. out with Drill pipe Drill pipe in Derrick
	1200							ST Drill pipe Back in.
	1220							Drill pipe on Bottom Circ.
	1225							Fin Circ ST out with DP
	1240							Drill pipe in Derrick Rig
	1245							up to Run 8 5/8 Casing 23# ST Casing 8 5/8 Reg Guide Sho Bottom of 1st JT. Insert with Fill up top 1st JT. 8 5/8 Central SFT Above Guide Shoe, Centralizer on 1st Collar 3, 5, 1 Can Howco Weld ^{Hour} Weld Guide Shoe, 1st 2nd, 3rd Collar Casing on Bottom Drop Ball Hook up Plug Container & Man. Pol.
	1323							Break Circ with Rig Pump
	1328							Ball through Circ
	1330					550*		Fin Circ Hook to truck
	1335							ST 10 BBL H2O Ahead
	1337	4				100		Fin. H2O ST Mixing 200 lbs
	1340	3	10			100		60/40 2% Gel 3% CL
	1358		45.6					Fin Mixing Shut Down Close Manifold Release Plug
	1400	4						ST Disp
	1405		16.9			600		Plug Down
	1408					0		Release Back Insert Hold. Wash up truck Remove Plug Container & Man. Pol. 8 BBL Cmt Circulated Job Complete Thanks Jerry, Harold, Mike

RECEIVED
STATE CORPORATION COMMISSION
OCT 02 1991
OPERATION DIVISION

WELL DATA
FIELD _____ SEC. 210 TWP. 15 RNG. 35W COUNTY Rawlins 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 1 1/4 Hole TOTAL DEPTH 300

	NEW USED	WEIGHT	SIZE	FROM	TO	MAXIMUM PSI ALLOWABLE
CASING	<u>N</u>	<u>23</u>	<u>8 5/8"</u>	<u>KB</u>	<u>308</u>	
LINER						
TUBING						
OPEN HOLE						SHOTS/FT.
PERFORATIONS						
PERFORATIONS						
PERFORATIONS						

JOB DATA

CALLLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
DATE <u>8-14</u> TIME <u>0845</u>	DATE <u>8-14</u> TIME <u>1045</u>	DATE <u>8-14</u> TIME <u>1245</u>	DATE <u>8-14</u> TIME <u>1405</u>

TOOLS AND ACCESSORIES

TYPE AND SIZE	QTY.	MAKE
FLOAT COLLAR		
FLOAT SHOE		
GUIDE SHOE <u>Reg. 8 5/8"</u>	<u>1</u>	<u>Halco</u>
CENTRALIZERS <u>3-4 "</u>	<u>1</u>	<u>"</u>
BOTTOM PLUG		
TOP PLUG <u>LA-11 8 5/8"</u>	<u>1</u>	<u>"</u>
WEAR <u>Insert float 12 1/2" 8 5/8"</u>	<u>1</u>	<u>"</u>
PACKER <u>Fast Grip Clamp 8 5/8"</u>	<u>1</u>	<u>"</u>
OTHER <u>Howca weld</u>	<u>1</u>	<u>"</u>

PERSONNEL AND SERVICE UNITS

NAME	UNIT NO. & TYPE	LOCATION
<u>H.P. Berry</u>	<u>B5068</u>	<u>3579</u>
<u>S.R. Abston</u>	<u>660582</u>	<u>HR400 RCM</u>
<u>M.J. Jones</u>	<u>520416</u>	<u>3846</u>
		<u>Roll Mat.</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 Cut.
DESCRIPTION OF JOB Cut. 8 5/8" Surf Cg. w 2005
60/40 2% Gel 3% CC
JOB DONE THRU: TUBING CASING ANNULUS TBG/ANN.
CUSTOMER REPRESENTATIVE X Keith Van Pelt
HALLIBURTON OPERATOR Jerry Abston COPIES REQUESTED _____

CEMENT DATA

STAGE	NUMBER OF SACKS	CEMENT	BRAND	BULK SACKED	ADDITIVES	YIELD CU.FT./SK.	MIXED LBS./GAL.
<u>1</u>	<u>200</u>	<u>60/40</u>	<u>Standard Bulk</u>	<u>2/20% Gel, 3% CC</u>		<u>1.28</u>	<u>14.31</u>

PRESSURES IN PSI

CIRCULATING _____ DISPLACEMENT _____
BREAKDOWN _____ MAXIMUM _____
AVERAGE _____ FRACTURE GRADIENT _____
SHUT-IN: INSTANT _____ 5-MIN. _____ 15-MIN. _____
HYDRAULIC HORSEPOWER _____
ORDERED _____ AVAILABLE _____ USED _____
AVERAGE RATES IN BPM _____
TREATING _____ DISPL. _____ OVERALL _____
CEMENT LEFT IN PIPE _____
FEET 43.93 REASON Shoe Joint

SUMMARY

CIRCULATING VOLUMES 1120 BBL-GAL
LOAD & BKDN: BBL-GAL _____ PAD. BBL-GAL _____
TREATMENT 45.6 BBL-GAL
CEMENT SLURRY: BBL-GAL _____
TOTAL VOLUME 22.5 BBL-GAL
REMARKS See Joblog. + Chart
Thanks
Jerry, Harold, Mike
5 BBL cmt Circ

CUSTOMER HAYES
LEASE Selout
WELL NO. B-2
JOB TYPE Cement
DATE 8-14-91



HALLIBURTON SERVICES
Bureau, Oklahoma 73122

WORK ORDER CONTRACT
AND PRE-TREATMENT DATA

ORIGINAL

FORM 1908 R-7

A Division of Halliburton Company

ATTACH TO INVOICE & TICKET NO. D33017

DISTRICT Hwy, Ks

DATE 8-14-91

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

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

WELL NO. B-2 LEASE Skolout SEC. 26 TWP. 15 RANGE 35W

FIELD _____ COUNTY Rawlins STATE Ks OWNED BY Abraxo

THE FOLLOWING INFORMATION WAS FURNISHED BY THE CUSTOMER OR HIS AGENT

FORMATION NAME _____ TYPE _____
FORMATION THICKNESS _____ FROM _____ TO _____
PACKER: TYPE _____ SET AT _____
TOTAL DEPTH 310 MUD WEIGHT _____
BORE HOLE 12 1/4 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	23 [#]	8 5/8"	KB	308	
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 _____
Cut 8 5/8" Surf. Casing using 200 sks. 60/40 w/2%Gel, 30%CC. 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 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 Kathleen Part CUSTOMER
DATE 8-14-91

TIME 1045 A.M. P.M.

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



**BULK MATERIALS DELIVERY
AND
TICKET CONTINUATION**

ORIGINAL
FOR INVOICE AND
TICKET NO. 053617

DATE 8/13/91	CUSTOMER ORDER NO.	WELL NO. AND FARM Skolout	COUNTY Rawlins	STATE KS
CHARGE TO Abraxas		OWNER Abraxas	CONTRACTOR Murfin #3	No. B 982385
MAILING ADDRESS		DELIVERED FROM Oberlin, KS	LOCATION CODE 25529	PREPARED BY Lyle
CITY & STATE		DELIVERED TO NW/Atwood, KS	TRUCK NO. 3846	RECEIVED BY <i>[Signature]</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		1	E	Standard Cement	120	sk			6.75	810.00																																																																														
506-105		1	E	Pozmix 'A'	80	sk			3.90	312.00																																																																														
506-121		1	E	(4) Halliburton Gel Allowed 2%						N/C																																																																														
509-406		1	E	Calicum Chloride 3%	6	sk			26.25	157.50																																																																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td></td> <td></td> <td>Returned Mileage Charge</td> <td></td> <td>TOTAL WEIGHT</td> <td>LOADED MILES</td> <td>TON MILES</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td colspan="6">SERVICE CHARGE ON MATERIALS RETURNED</td> <td>CU. FEET</td> <td></td> <td></td> <td></td> </tr> <tr> <td>500-207</td> <td></td> <td>1</td> <td>E</td> <td>SERVICE CHARGE</td> <td></td> <td></td> <td>212.</td> <td>1.15</td> <td></td> <td>243.80</td> </tr> <tr> <td>500-306</td> <td></td> <td>1</td> <td>E</td> <td>Mileage Charge</td> <td>18,080</td> <td>40</td> <td>361.60</td> <td>.80</td> <td></td> <td>289.28</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>TOTAL WEIGHT</td> <td>LOADED MILES</td> <td>TON MILES</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="8">No. B 982385</td> <td>CARRY FORWARD TO INVOICE</td> <td>SUB-TOTAL</td> <td>1,812.58</td> </tr> </table>																								Returned Mileage Charge		TOTAL WEIGHT	LOADED MILES	TON MILES							SERVICE CHARGE ON MATERIALS RETURNED						CU. FEET				500- 207		1	E	SERVICE CHARGE			212.	1.15		243.80	500-306		1	E	Mileage Charge	18,080	40	361.60	.80		289.28					TOTAL WEIGHT	LOADED MILES	TON MILES					No. B 982385								CARRY FORWARD TO INVOICE	SUB-TOTAL	1,812.58
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T06



Cost - KT
A312679

TICKET NO. 053617-3
ORIGINAL

FORM 1906 R-11

WELL NO. - FARM OR LEASE NAME B2 Skolout		COUNTY Kawlias	STATE KS	CITY / OFFSHORE LOCATION	DATE 8-14-91
CHARGE TO Abraxas Petroleum Corp		OWNER Abraxas Petroleum Corp	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 P.O. Box 124/85		CONTRACTOR Murf. #3	LOCATION 1 Oberlin, KS		CODE 25579
CITY, STATE, ZIP San Antonio, TX 78212		SHIPPED VIA 3579/3846	FREIGHT CHARGES <input type="checkbox"/> PPD <input type="checkbox"/> COLLECT		LOCATION 2
WELL TYPE 01	WELL CATEGORY 01	WELL PERMIT NO.	DELIVERED TO NW 1/4 Wood, KS	LOCATION 3	CODE
TYPE AND PURPOSE OF JOB 010		B-982385	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		
000-017		1		MILEAGE #3579	40	mi			2.60	104.00
001-016		1		Pump Charge	308	ft	1	unit		515.00
030-503		1		LA-11 Top Plug	1	e.	8 5/8	in.		90.00
12A	825.217	1		Reg Guide Shoe	1	e.	8 5/8	in.		216.00
24A	815.19502	1		Insert Float Valve	1	e.	8 5/8	in.		171.00
27	815.19415	1		Fill-Up Assy.	1	e.	1.50	in.		30.00
40	807.93059	1		Syl Centralizer	4	e.	8 5/8	in.	62.00	248.00
66	807.64056	1		Fast Grip Clamp	1	e.	8 5/8	in.		13.75
350	890.10802	1		Halliburton Weld 'A'	1	e.	1	lb		11.50

AS PER ATTACHED BULK MATERIAL DELIVERY TICKET NO.

B-982385

1812.58

WAS JOB SATISFACTORILY COMPLETED? _____

WAS OPERATION OF EQUIPMENT SATISFACTORY? _____

WAS PERFORMANCE OF PERSONNEL SATISFACTORY? _____

X Keith Van Pelt
CUSTOMER OR HIS AGENT (PLEASE PRINT)

X Keith Van Pelt
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.

Jerry R. [Signature]
HALLIBURTON OPERATOR

HALLIBURTON APPROVAL

SUB TOTAL 3211.83
APPLICABLE TAXES WILL BE ADDED ON INVOICE.