

**Notice:** Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**WELL PLUGGING RECORD**  
K.A.R. 82-3-117

Form CP-4  
March 2009

Type or Print on this Form  
Form must be Signed  
All blanks must be Filled

OPERATOR: License #: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
 Type of Well: (Check one)  Oil Well  Gas Well  OG  D&A  Cathodic  
 Water Supply Well  Other: \_\_\_\_\_  SWD Permit #: \_\_\_\_\_  
 ENHR Permit #: \_\_\_\_\_  Gas Storage Permit #: \_\_\_\_\_  
 Is ACO-1 filed?  Yes  No If not, is well log attached?  Yes  No  
 Producing Formation(s): List All (If needed attach another sheet)  
 \_\_\_\_\_ Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
 \_\_\_\_\_ Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_  
 \_\_\_\_\_ Depth to Top: \_\_\_\_\_ Bottom: \_\_\_\_\_ T.D. \_\_\_\_\_

API No. 15 - \_\_\_\_\_  
 Spot Description: \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West  
 \_\_\_\_\_ Feet from  North /  South Line of Section  
 \_\_\_\_\_ Feet from  East /  West Line of Section  
 Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
 County: \_\_\_\_\_  
 Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_  
 Date Well Completed: \_\_\_\_\_  
 The plugging proposal was approved on: \_\_\_\_\_ (Date)  
 by: \_\_\_\_\_ (KCC District Agent's Name)  
 Plugging Commenced: \_\_\_\_\_  
 Plugging Completed: \_\_\_\_\_

Show depth and thickness of all water, oil and gas formations.

Oil, Gas or Water Records		Casing Record (Surface, Conductor & Production)			
Formation	Content	Casing	Size	Setting Depth	Pulled Out

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

Plugging Contractor License #: \_\_\_\_\_ Name: \_\_\_\_\_  
 Address 1: \_\_\_\_\_ Address 2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
 Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
 Name of Party Responsible for Plugging Fees: \_\_\_\_\_  
 State of \_\_\_\_\_ County, \_\_\_\_\_, ss.  
 \_\_\_\_\_  Employee of Operator or  Operator on above-described well,  
 (Print Name)

being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

Submitted Electronically



PRESSURE PUMPING LLC

PO Box 884, Chanute, KS 66720  
620-431-9210 or 800-467-8676

100494  
40697

TICKET NUMBER 56118

LOCATION Oakley, KS

FOREMAN Walt Drake

FIELD TICKET & TREATMENT REPORT  
CEMENT

Invoice # 900830

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
5-1-19	7251	Orest Bend Trust #1-7	7	15S	46W	Wallace
CUSTOMER		Red Oak Energy		TRUCK #		DRIVER
MAILING ADDRESS		7701 E. Kellogg Dr., Ste. 710		TRUCK #		DRIVER
CITY		Wichita		TRUCK #		DRIVER
STATE		KS		TRUCK #		DRIVER
ZIP CODE		67207-1788		TRUCK #		DRIVER

Sharon Springs south to Coosa Barry Rd. west of rd 4 1/2 S - 14 W

TRUCK #	DRIVER	TRUCK #	DRIVER
731	Neil White		
566	Xavier Colby - Metodi Unruh		
1098	Walt Drake		

JOB TYPE PTA HOLE SIZE 1 7/8 HOLE DEPTH 5200' CASING SIZE & WEIGHT \_\_\_\_\_  
 CASING DEPTH \_\_\_\_\_ DRILL PIPE 4 1/2 x 11 TUBING \_\_\_\_\_ OTHER \_\_\_\_\_  
 SLURRY WEIGHT 13.5 SLURRY VOL \_\_\_\_\_ WATER gal/sk \_\_\_\_\_ CEMENT LEFT in CASING \_\_\_\_\_  
 DISPLACEMENT \_\_\_\_\_ DISPLACEMENT PSI \_\_\_\_\_ MIX PSI \_\_\_\_\_ RATE \_\_\_\_\_

REMARKS: Safety Meeting, Rig up on Martin #21, Plug & abandon

- 50 SKS @ 27.55'
- 100 SKS @ 17.25'
- 50 SKS @ 6.76'
- 10 SKS @ 40' w/ Wiper Plug
- 15 SKS in VLT
- 30 SKS in R.H.

Thank You  
Walt & crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
000450	1	PUMP CHARGE	1,500.00	1,500.00
000002	40	MILEAGE	7.15	286.00
000710	10.97	Ton Mileage Delivery	17.15	768.00
CC5829	255 SKS	Lite Weight Blend V	16.00	4080.00
PC6075	64 #	Flo Seal	3.00	192.00
CP8228	1	8 5/8 wooden Plug	165	165.00
				6991.00
				1,747.25
				5,243.75
				249.58
				5492.83

Less 25% Disc

Walt Drake

Form 3737

AUTHORIZATION Juan Diaz TITLE \_\_\_\_\_ DATE \_\_\_\_\_

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form

SCANNED



TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (QES) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contract Administration Department at [qes@qesllc.com](mailto:qes@qesllc.com)

1. The operations, services, activities, materials, personnel or services to be provided ("Services" or "Products") as indicated by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Customer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties."

1.1. **Payment Terms.** Customer will pay QES for the Services or Products in accordance with QES' quoted price which include applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change without notice.

2. **Terms of Payment.** Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the invoiced amount within 30 days from the date of invoice. All expenses not paid within 30 days will be charged an interest rate of 11% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amount owed to QES including but not limited to attorney's fees and/or collection fee costs.

3. **Proof of Services or Delivery of Products.** QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the Services or Products.

4. **Delivery or Completion.** All liability and responsibility of QES ceases when (1) Products are delivered to the Customer by QES and/or longer in the date, custody and control of QES or (2) when the carrier releases the Products and/or equipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance or apparent damage, it is the Customer's responsibility to report written acknowledgement from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a Force Majeure (as defined below) acts or omissions of the Customer, third party material or manufacturing delays, unavailability or incapability of performance or any other cause of delay beyond the control of QES. In the event of a delay caused by the aforesaid, the delivery of completed date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.

5. **Client Service Site Operations.** Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrant that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and equipment will be able to enter, access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.

6. **Contaminating and Hazardous Material.** Customer agrees that for any waste created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemical and hazardous material.

7. **Data, Data Transmission and Storage.** QES does not warrant or guarantee the accuracy of any research analysis, survey or other data generated by the Services. QES is not responsible for any accidental or intentional transmission of data, data by third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

8. **WARRANTIES, LIMITATION OF REMEDY.** QES warrants that the Services and Products will (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanlike manner, in accordance with good related servicing practices, and (iii) conform to the plans, specifications and technical information provided in writing by Customer with the Services or Products are supplied by Customer or QES' contractual obligations are met. In the event that Customer discovers a defect in the Services or Products within the warranty period specified above, Customer will notify QES in writing within the time specified above. QES confirms that the Services or Products are defective. QES's liability and Customer's obligation under any cause of action (whether in tort, contract, breach of warranty, or otherwise) arising out of the use of any Service or Products is expressly limited to: (a) QES' option, that is, replacement of such Services or Products upon their return to QES or (b) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Product upon their return to QES. In the case of products or parts that, at the time of QES' manufacture, QES' liability will be limited to the extent of its recovery from the manufacturer of such products or parts or other parties liable to QES. QES will not be liable for any damages (such as) makes or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, incidental, punitive or consequential damages of any kind. QES will not be responsible for, or failures of, Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES. (b) failures due to lack of compliance with recommended maintenance procedures, and (c) products requiring replacement due to normal wear and tear.

b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9. **INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.** 9.1. The purpose of this Section 9, the following definitions and usage: "QES Group" means QES Pressure Pumping LLC, its direct company, and affiliated companies and its and their officers, directors, employees, contractors, subcontractors and invitees. "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, co-owners, contractors, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES), subcontractors and invitees.

9.2. **QES INDEMNITY.** QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

9.3. **CUSTOMER INDEMNITY.** CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4. **WELL.** CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (i) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (ii) LOSS OR DAMAGE TO THE HOLE OR WELL, (iii)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (iv) REGARDING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5. **POLLUTION RESPONSIBILITY.** Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows: (a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUP'S CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

(b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

9.6. **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. QES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP.

9.7. EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS, AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHNESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.8. Each Party hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. **Insurance.** All insurance policies of either Party, in any policy, needed to be provided, whether required by this Agreement, shall to the extent of the maximum benefits provided by such Party, cover the other party group as additional insureds, except to the extent of the other party's liability policies, in a non-subrogation or other non-property claim, and shall cover and not contribute to, by any insurance of the other party group.

11. **Force Majeure.** Except the obligation to make payments, when due, neither QES nor Customer will be subject to breach in respect of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of God, enemy war, accidents, fire, explosions, earthquakes, floods, failure of transportation, national strike, scale or general labor, material or equipment shortages, or any similar or dissimilar causes beyond the reasonable control of either Party. The Party so affected will be deemed as such a cause or event only if promptly notify the other Party in writing concerning the cause and the expected effect and take all available measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer remedies the force majeure occurrence.

12. **Governing Law.** This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or in relation in any way to the subject matter of the Agreement. This Section 12 will survive the termination or expiration of the Agreement.

13. **Independent Contractor.** QES will be a credit event contractor with respect to the Service performance, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, partner, authorized agent or representative of Customer.

14. **Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, state or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.

15. **Agree.** A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto in a waiver of any subsequent or other breach of the same or any other term, provision or condition of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and it precludes any prior oral and written agreements, contracts, representations or warranties between the Parties relating to the subject matter hereof. The amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.