KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form ACO-1 October 2008 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Name: Tomlinson Operating, LLC	OPERATOR: License # 32948	API No. 15 - 051-25875-00-00	
Address 1: 7154 W. State St. PMB 302 Address 2:		l .	
South Line of Section Southwind Drilling, Inc. North South Line of Section Southwind Drilling, Inc. North Southwind Drilling, I			☐ East ✓ West
Contract Person. Six Tomitiscon Protection Saste Date Dat		1	
Footages Calculated from Nearest Outside Section Corner: Phone: 208 229-1937			
Phone: (208) 229-1937	•		
Country Ellis Name: Southwind Drilling, Inc. Lease Name: Harman Well #: 1 Lease Name: Lease Name: Lansing Elevation: Ground: 2066 Kelly Bushing: 2076 Total Depth: 3700 Pug Back Total Depth: 3655 Amount of Surface Pipe Set and Cemented at: 309 Feet Multiple Stage Cementing Coller Used? Vers No Longinal Comp. Date: Original Total Depth: Conv. to SWD Pug Back Depening Re-perf. Conv. to Entr. Conv. to SWD Pug Back Doul Completion Docket No: Other (SWD or Entr.) Docket No: Completion Date or Recompletion Date Doul Completion Docket No: Completion Date or South Stage or Surface Surface No Doul Completion Docket No: Completion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filled with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spuid date, recompleted no regulate the cili and gas industry have been fully completed with and the statutes, rules and regulations promulgated to regulate the cili and gas industry have been fully completed with and the statutements heroin are completed and sworn to before me Inis 2 1 2 2 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		<u> </u>	
Nome: Southwind Drilling, Inc. Wellste Geslogist: Timothy Pierce Purchaser: NCRA Purchaser: NCRA Producing Formation: Lansing			
Welsite Geologist: Timothy Pierce Purchaser: NGRA Designate Type of Completion:			#: 1
Producing Formation: Lansing Elevation: Ground: 2066			
Designate Type of Completion: New Well	•		
New Well Re-Entry Workover		1	2076
Amount of Surface Pipe Set and Cemented at: 309 Feet Gas ENHR SIGW CM (Coal Bed Mehane) Temp. Abd. Dry Other (Core, WSW, Expt., Cathodic, etc.) If Workover/Re-entry: Old Well Info as follows: Organial Comp. Date: Original Total Depth: Despening Re-perf. Conv. to Enhr. Comv. to SWD Plug Back: Plug Back Total Depth Commingled Docket No.: Other (SWD or Enhr.?) Docket No.: Other (SWD or Enhr.?) Date Reached TD Completion Date INSTRUCTIONS: An original and two copies of this form shall be filled with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the sput date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-107 apply. Information of side two of his form with be afted confedential for a period of 12 months if requested in writing and absumited with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. Subscribed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 11 can be completed and sworn to before me this 2 12 can be completed and sworn to before me this 2 12 can be completed and sworn to before me this 2 12 can be completed and sworn to before me this 2 12 can be completed and sworn to before me this 2 12 can be completed and sworn to before me this 2 12 can be completed and sworn to before me this 2 12 can be c		1	
Multiple Stage Cementing Collar Used?		1	
CM (Coal Bed Methane) Temp. Abd. Dry Other (Core, WSW, Expl., Cathodic, etc.) If Workover/Re-entry: Old Well Info as follows: Operator: Well Name: Original Total Depth: Depening Re-perf. Corv. to Enhr. Conv. to SWD Plug Back: Plug Back Total Depth Commingled Docket No: Dual Completion Docket No: Dual Completion Docket No: Dual Completion Docket No: Date Reached TD Completion Date or Recompletion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST Bate Commission Explires: 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 completed and sworn to before me this 24 th day of Aucusta Submit CP-111 form with all temporarily abandoned wells. Notary Public: Motor Public All Minagement Pian			
If Alternate II completion, cement circulated from: 1375 feet depth to: Surface			
If Workover/Re-entry: Old Well Info as follows: Feet depth to: Surface			
Operator:	(Core, WSW, Expl., Cathodic, etc.)		
Well Name:	If Workover/Re-entry: Old Well Info as follows:	feet depth to: Surface W/ 200	F2-DG-9/8/09
Original Comp. Date: Original Total Depth: Chloride content: 48.000 ppm Fluid volume: 400 bbls Deepening Re-perf. Conv. to Enhr. Conv. to SWD Plug Back: Plug Back Total Depth Commingled Docket No.: Dual Completion Docket No.: Operator Name: Lease Name: License No.: Other (sWD or Enhr.?) Docket No.: Other (sWD or Enhr.?) Docket No.: Ocmpletion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichila, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge. Notary Public: Wireline Log Received	Operator:	1	0 1
Deepening Re-perf. Conv. to Enhr. Conv. to SWD Plug Back: Plug Back Total Depth Commingled Docket No.: Dual Completion Docket No.: Other (SWD or Enhr.?) Docket No.: Docket No.: Other (SWD or Enhr.?) Docket No.: Docket No.: Other (SWD or Enhr.?) Docket No.: Completion Date or Recompletion Date or Recompletion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form. Geer rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge. Signature: Converse Determined Determined	Well Name:	(Data must be collected from the Reserve Pit)	
Plug Back:Plug Back Total Depth	Original Comp. Date: Original Total Depth:	Chloride content: 48,000 ppm Fluid volume: _	400 bbls
Commingled Docket No.: Dual Completion Docket No.: Other (SWD or Enhr.?) Docket No.: T-06-09 T-13-09 8-07-09 7-26-09 Spud Date or Recompletion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge. Signature: Micro Office Use ONLY Title: Mount Provided Pr		Dewatering method used: evaporation	
Dual Completion Docket No.: Other (SWD or Enhi.?) Docket No.: 7-06-09 7-13-09 8-07-09 7-20-09 Spud Date or Recompletion Date Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge. Signature: CCUNTY	Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:	
Dual Completion Docket No.: Other (SWD or Enhi:?) Docket No.: 7-06-09 7-13-09 8-07-09 7-20-09 Spud Date or Recompletion Date Completion Date or Recompletion Date INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 32-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and expect to the best of my knowledge. Signature: KCC Office Use ONLY	•	Operator Name	
7-06-09 7-13-09 8-07-09 7-26-09 7-13-09 Recompletion Date Quarter Sec. Twp. S. R. East West County: Docket No.: INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells. All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge. Signature: KCC Office Use ONLY Wireline Log Received W		•	
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date or Recompletion Date	······································		
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Signature:	Kansas 67202, within 120 days of the spud date, recompletion, workover or confision of this form will be held confidential for a period of 12 months if rectiality in excess of 12 months). One copy of all wireline logs and geologist we	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 a quested in writing and submitted with the form (see rule 82-3 ell report shall be attached with this form. ALL CEMENTING	apply. Information -107 for confiden-
Title:	are complete and correct to the best of my knowledge.	the oil and gas industry have been fully complied with and th	e statements herein
Subscribed and sworn to before me this 2 4 th day of August If Denied, Yes Date: 20 09 Wireline Log Received V Geologist Report Received UIC Distribution AUG 3 1 2019	Signature.	90000000000000000000000000000000000000	
Notary Public: Date Commission Expires: 20 Villa Distribution Willettle Log Received Willettle Log Received Will Distribution RECEIVED AUG 3 1 2019	Title: NCM Dete: 8/24/03	Letter of Confidentiality Received	
Notary Public: Date Commission Expires: 20 Villa Distribution Willettle Log Received Willettle Log Received Will Distribution RECEIVED AUG 3 1 2019	Subscribed and sworn to before me this day of the day of		
Notary Public: UIC Distribution AUG 3 1 20 29 Date Commission Expires: 3 13 14	20 09		RECEIVED
Date Commission Expires: 3-13-14 KCC WICHITA	Notary Public:	UIC Distribution	AUG 3 1 2019
**************************************	Date Commission Expires:	OF IDAM.	CC WICHITA

Operator Name: 1 or	ilinson Operating,	LLC	Lease I	Name: _	narman		Well #:		
Sec. 6 Twp			County	Ellis					
time tool open and clo	osed, flowing and shu es if gas to surface te	d base of formations per t-in pressures, whether s st, along with final chart eport.	netrated. De shut-in press	etail all c sure read	ched static level,	hydrostatic p	ressures, bottom l	hole temperature, fluid	
Drill Stem Tests Taker		✓ Yes No		V L	og Formatio	n (Top), Deptl	h and Datum	Sample	
Samples Sent to Geo		✓ Yes No		Nam Anhye			Тор 1410	Datum +666	
Cores Taken	logical dal voj	☐ Yes ☑ No		Topel			3090	-1014	
Electric Log Run (Submit Copy)		✓ Yes No		Heeb	ner		3318	-1243	
List All E. Logs Run:				Lansi	-		3360 3660	-1284 -1584	
•	ual Induction, [nic	Dual Porosity,		Arbud TD	ckie .		3698	-1004	
		CASING Report all strings set-	RECORD	Ne		ion etc			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weig Lbs.	ght	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives	
Surface	12 1/4	8 5/8	23		309	60/40 Poz		3%CaCl, 2% gel	
Production	7 7/8	4 1/2	10.5		3697	ASC	150	10% salt,3/4% CFR2	
		ADDITIONA	L CEMENTI	NG / SQL	JEEZE RECORD				
Purpose: Perforate	Depth Top Bottom	Type of Cement	#Sacks	Used		Type and Percent Additives			
─────────────────────────────────	surface - 1375	60/40 Poz	265		6% gel, 1/4 flocele/sk				
Shots Per Foot	PERFORATI	ON RECORD - Bridge Plu	gs Set/Type				ment Squeeze Reco	rd Depth	
Specify Footage of Each Interval Perform 4 3529-35, 3555-59				1000 gals 15% mud acid					
	,								
								KECEIVED	
		HINNING CONTRACTOR OF THE CONT						AUG 3 1 2009	
TUBING RECORD:	Size:	Set At:	Packer A	t:	Liner Run:	Yes ✓		CC WICHITA	
	Production, SWD or En	hr. Producing Med	thod:	Flowin	g √ Pumpi			ner (Explain)	
Estimated Production Per 24 Hours		Bbls. Gas	Mcf	Wat		bls.	Gas-Oil Ratio	Gravity 34	
	ON OF C		METHODOG	COMPL	TION ()		DDODLICT	ON INTERVAL.	
				3520.35 Langing L					
Vented Solo	Used on Lease	Open Hole Other (Specify)	Perf.			- Indiana	3555-59 Lansin	g K	

Tomlinson Operating, LLC 7154 W. State Street, PMB 302 Boise, ID 83714

SID TOMLINSON CYNDA TOMLINSON 208-229-1937 tomlinson.operating@gmail.com

Harman #1

NW/4 (550' FNL & 380' FWL) Section 6-12s-18w, Ellis County, Kansas API #15-051-25875-00-00

Elevations: KB 2076' Ground 2066'

7-06-09 Southwind Drilling is rigging up today.

7-07-09 TD 312', waiting on cement. Commenced drilling yesterday. Drilled 12 1/4" hole to 312'(deviation 3/4 degree at 312). Ran 7 joints (297') new, 23#, 8 5'8" casing and set at 309'. Allied cemented with 183 sacks of 60/40 Poz + 3% CACI + 2% gel, cement circulated to surface. Plug down at 10:00 PM on 6th.

7-08-09 Drilling @ 1945'.

7-09-09 Drilling @ 2715'.

7-10-09 TD 3292', going in hole with DST #1.

Sample tops: Anhydrite 1419 (+657) Topeka 3092' (-1016)

7-11-09 TD 3430', running DST #2.

DST #1 3280'-3292' (lower Topeka zone) 30/45/45/60 **Recovered 310' muddy saltwater** (chlorides 92.000 ppm)

> FP 25-194 SIP 868-861

7-12-09 TD 3578', Running DST #3

DST #2 3377'-3430' (lansing B & C zones) 30/60/30/60 Recovered 5' clean oil, 60' oil-cut muddy water (3% oil, 20% mud, 77% water), **185' saltwater**(65,000 ppm chlorides). FP 27-146 SIP 748-734 .

7-13-09 TD 3700'. Laying down pipe to run 4 ½ casing. Deviation 1 ½ degree.

DST #3 3502-3578 (Lansing J & K zones) 30/60/30/60

Recovered 315' gas in pipe, 25' clean oil, 110' mud-cut gassy oil (5% gas, 65% oil, 30% mud) FP 25-74 **SIP 1149-1111**

Log-Tech ran Dual Induction, Dual Porosity, Microlog and Sonic logs.

Electric log tops: Anhydrite 1410 +666 Topeka 3090 -1014 3318 -1243 Heebner Lansing 3360 -1284 3592 -1516 Base KC Arbuckle 3660 -1584

Total depth 3698 7-14-09 **Plug back TD 3655',** waiting on cement.

Ran 91 jts (3699') new API, 4 1/2, 10.5# J55, ST&C, 8rd casing and set 1' off bottom at 3697. Ran port collar at 1375' with basket below at 1415', and 10 turbolizers from 3250'-3616'. Ran baffle in collar 3655'.

Allied cemented with 150 sacks ASC with 10% salt + 5# coal-seal & ¼# flocele per sack + 3/4% CFR. Ran WFR-2 mud flush and water ahead of cement. Had good returns while cementing. Landed latch-down plug at 3655' with 1250 psi, held OK, and released pressure. Finished 2:45 pm on 7-13-09.

KCCMCHL

ALLIED C

REMIT TO P.O. BOX 31 **RUSSELL, KANSAS 67665**

DATE 7-6-09

LEASE Harrian WELL#

OLD OR NEW (Circle one)

HOLE SIZE 12% CASING SIZE & 5/3

CEMENT LEFT IN CSG.

DISPLACEMENT

PUMP TRUCK 417

BULK TRUCK

555 **BULK TRUCK**

STREET _

CITY____

TUBING SIZE

DRILL PIPE

MEAS. LINE

TOOL PRES. MAX

PERFS.

CONTRACTOR Southand TYPE OF JOB Surfine

SEC.

TWP.

18,75 661

EQUIPMENT

CEMENTER JAME

REMARKS:

HELPER MG M

DRIVER

DRIVER

7665	SERVICE POINT:						
RANGE /6	CALLED OUT ON LOCAT	ION JOB START JOB FINISH					
		9.300-10.00 COUNTY STATE					
LOCATION Hass	w SINIA	Ellis F.					
9N 3/4	a Starato	,					
Vilton Par M. 1	OWNER						
		ALL TANKS					
D. 3/2	CEMENT	ر در دور می است.					
EPTH JOS 4	AMOUNT ORDERED	185 % 3ECC					
EPTH	22. Cr/						
EPTH							
EPTH	- COMMON	@					
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Thanks.	8 St wood	<i>AL.</i> @					
Manks,	8/15 Wood	0					
ementing equipment	ESS Wood	<i>A.</i> @					
ementing equipment to assist owner or The above work was	8/15 Wood	<i></i>					

To Allied Cementing Co., LLC.

CHARGE TO: Tom / 1/22

You are hereby requested to rent cementing eq and furnish cementer and helper(s) to assist ow contractor to do work as is listed. The above v done to satisfaction and supervision of owner contractor. I have read and understand the "GEI TERMS AND CONDITIONS" listed on the reverse side.

_ STATE _

DISCOUNT ______ IF PAID IN 30 DAYS

SALES TAX (If Any)

TOTAL CHARGES _____

GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
 - -SERVICE CONDITIONS AND LIABILITIES:
- 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

 WARRANTIES:
- 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., LLC. 038386

REMIT TO P.O. B RUSS		NSAS 676			SERVICE POINT:				
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PRINTED NAME				_ DISCOUNT		IF PA	ID IN 30 DAY		
SIGNATURE									

GENERAL TERMS AND CONDITIONS

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

- —TERMS: Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
 - —SERVICE CONDITIONS AND LIABILITIES:
- 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

 WARRANTIES:
- 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., LLC. 037581

REMIT TO P.O. E	31 SOX 31				SER	VICE POINT:	
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	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
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To Allied Cementing Co., LLC.

You are hereby requested to rent cementing equipment