25 2010

ORIGINA!

KCC WICHITANE IDENT KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

June 2009 Form Must Be Typed Form must be Signed All blanks must be Filled

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

9/2/11

Form ACO-1

OPERATOR: License #	API No. 15 - 101222390000
Flatings Passurage LLC	
Name:	Spot Description:
Address 2: Suite 940 CONFIDENTIAL	
City: Denver State: CO Zip: 80203 +	4.040
· · · · · · · · · · · · · · · · · · ·	restilloni East / W West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
	□NE □NW □SE □SW
CONTRACTOR: License # 33575 RECEIVED	County: Lane Lease Name: Munsell Lawrence Unit Well #: 21-23
Name: WW Drilling, LLC Modelite Coelegist, Tim Priest	Lease Name: Munsell Lawrence Unit Well #: 21-23
wellsite deologist.	Field Name:
Purchaser: Texon L.P. KCC WICHITA	Producing Formation: Cherokee
Designate Type of Completion:	Elevation: Ground: 2659 Kelly Bushing: 2964
✓ New Well	Total Depth: 4570 Plug Back Total Depth: 4527'
☑ oil □ wsw □ swd □ slow	Amount of Surface Pipe Set and Cemented at: 218 Feet
☐ Gas ☐ D&A ☐ ENHR ☐ SIGW	Multiple Stage Cementing Collar Used? √ Yes No
☐ OG ☐ GSW ☐ Temp. Abd.	If yes, show depth set: 2142 Feet
CM (Coal Bed Methane)	If Alternate II completion, cement circulated from:
Cathodic Other (Core, Expl., etc.):	feet depth to:sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	Drilling Fluid Management Plan
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: 9000 ppm Fluid volume: 570 bbts
☐ Deepening ☐ Re-perf. ☐ Conv. to ENHR ☐ Conv. to SWD	Dewatering method used:air dry - back fill
Conv. to GSW	Location of fluid disposal if hauled offsite:
Plug Back: Plug Back Total Depth Commingled Permit #:	·
Dual Completion Permit #:	Operator Name:
SWD Permit #:	Lease Name: License #:
ENHR Permit #:	Quarter Sec TwpS. R
GSW Permit #:	County: Permit #:
6/12/2010 6/19/2010 7/24/2010	
Spud Date or Date Reached TD Completion Date or Recompletion Date	
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or co of side two of this form will be held confidential for a period of 12 months if requiality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	enversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confidentifications) and submitted with this form. ALL CEMENTING TICKETS MUST
AFFIDAVIT	KCC Office Use ONLY
I am the affiant and I hereby certify that all requirements of the statutes, rules and re	egu/
lations promulgated to regulate the oil and gas industry have been fully complied	- 3/76/10 ~ N/75/1/
and the statements herein are complete and correct to the best of my knowledg	e. Confidential Release Date:
	Wireline Log Received
Signature:	Geologist Report Received
Title: Manogles Date: 8/23/10	UIC Distribution ALT I III Approved by: Date: 31-0

RECEIVED AUG 2 5 2010

Side Two

AUG 2 5 2011

KCC WICHE	nons Resources	s LLC	Lease	Lease Name: Munsell Lawrence Unit Well #: 21-23						
Sec. 23 Twp 16	S. R. 28	East ✓ West	County	: Lane)			CON	HIDENT	
time tool open and cl	osed, flowing and sh tes if gas to surface t	ind base of formations pe ut-in pressures, whether lest, along with final chart al well site report.	shut-in pres	sure rea	ched static level,	hydrostatic pres	sures, bottom l	hole tempe	erature, fluid	
Drill Stem Tests Take		✓ Yes 🗌 No		ZL	og Formatio	n (Top), Depth a	nd Datum	□s	ample	
(Attach Additional	·			Nam	10		Тор	D	atum	
Samples Sent to Geo	ological Survey	✓ Yes No		Anhyd	trite -top		2092 572		2	
Cores Taken		☐ Yes ☑ No ☑ Yes ☐ No		Topek	(a		3617 -953		53	
Electric Log Run Electric Log Submitte	d Electronically	▼ tes No		Lansir	ng		3907	-12	243	
(If no, Submit Cop	•			Base/	Kansas City		4230	-15	556	
List All E. Logs Run:				Pawn	ee		4374	-17	710	
Dual Induction,	Dual Compens	sated Porosity.		Cherc	okee Sand		4494	-18	330	
Microresistivity	•			Missis	ssippian		4518	-18	354	
		CASING	3 RECORD		ew Used	•	 .			
		Report all strings set						·1		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Wei		Setting Depth	Type of Cement	# Sacks Used		ind Percent Iditives	
Surface	12 1/4"	8 5/8"	23#		218	common	150	3% cc,	2% gel	
Production	7 7/8"	7 7/8" 5 1/2" 15.			4568	common	160	10% satt, 5% gissonite & 2%		
			İ					İ		
		ADDITIONA	AL CEMENTI	NG / SQI	JEEZE RECORD			•		
Purpose:	Depth Top Bottom					Type and	Type and Percent Additives			
Protect Casing Plug Back TO Plug Off Zone	2142	60/40	420		6% cement w/ 1/4# floseal					
					<u> </u>					
Shots Per Foot	PERFORAT Specify	TION RECORD - Bridge Plu Footage of Each Interval Pe	igs Set/Type erforated			cture, Shot, Cemer mount and Kind of N		rd	Depth	
4	4492' - 4502'									
4	4215' - 4222'				treated w/ 50	00 gal. 15% M	CA		4215'-4222'	
4	4163' - 4171'				treated w/ 500 gal. 15% MCA 4163'-4					
CIBP	4200'									
TUBING RECORD:	Size: 2 7/8"	Set At: 4185'	Packer A	at:	Liner Run:	✓ Yes	3			
Date of First, Resumed 8/6/2010	Production, SWD or E	NHR. Producing Me	ethod:	ng 🗆	Gas Lift (Other (Explain)		,		
Estimated Production Per 24 Hours	Oil 68	Bbs. Gas	Mcf	Wat	ter B	bls.	Gas-Oil Ratio		Gravity	
******	1011 05 040		METION OF		ETION:		BB00:10-	ON 10-77	481 .	
	ION OF GAS:	□ o !*-'-	METHOD OF Perf.	_	_			ION INTER	/AL:	
Vented Sol	_		reπ.	(Submit		mmIngled 4 mit ACO-4)	1492'-4502'			
्। (त vented, St	ibmit ACO-18.)	Other (Specify)				l				

ALLIED CEMENTING CO., LLC. 041624

REMIT TO P.O.	BOX 31 SELL, KAI	NC 4 C 676	65	AUG 2 5 2010	SE	RVICE POINT:			
Munsell L				ONFIDENTIAL		Great Bend KS			
1 .	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH		
DATE 6-12-10	10	16	28		<u> </u>	5:150m	5:45 pm		
LEASE Corp	WELL#	71-10°	LOCATION Hu	14 4 Cathouse	Red	COUNTÝ	STATE		
OLD OR NEW (C	Circle one)		1 North	atst into					
CONTRACTOR	. v. 2 #	. 0							
TYPE OF JOB	Surface	- <i>0</i>		OWNER					
	214		218'	CEMENT					
	85/8		TH 218'		DERED 15	0 com 3%	c 2% Gel		
TUBING SIZE		DEF	TH	<u> </u>	·				
DRILL PIPE		DEF		_					
TOOL PRES. MAX		DEF			100		c		
MEAS. LINE			IIMUM DE JOINT	COMMON/	/30		2025,00		
CEMENT LEFT I	N CSG	15	DE JOINT	POZMIX GEL	3	@			
PERFS.		/3		GEL CHLORIDE	<u> </u>	_@ <u>2025</u>	601/3		
DISPLACEMENT	1384			ASC_			257.50		
		IPMENT							
	LQU	11 (4117) 4 1							
PUMPTRUCK	CEMENT	3D 🛨 .	n Roberts	RECEIVE	<u>ה</u>				
# 181	HELPER								
BULK TRUCK	TIBEL LIK	MAGNE		AUG 2 5 2	<u>'010</u>	@			
# 344/170	DRIVER	Rah		KCC WICH	11	@			
BULK TRUCK				- TOO WICH	ЦА	@			
#	DRIVER			HANDLING_	154	@	77750		
				MILEAGE			33750		
	REM	ARKS:		MIDDAGE _Z	10 5 5 11:		-450		
,			• • •		ı	IUIAL	3130 <u>.75</u>		
Est. C.'c	culation			······································	SERV	ICE .			
<u> </u>				<u> </u>					
-111+K-12-03	h Cer	nest.		DEPTH OF JOI		218	1,00		
Displace	11/13	Rhi H	()	EXTRA FOOTA			,,,,,,,,		
	,		•	MILEAGE		~	21000		
Cement	Did	Circula	12!	— MANIFOLD _					
•		•	•			@			
			•			@			
CHARGE TO: _E	laticone	Resour	ces		·		epiters su #124 - 1		
STREET		_	•	• '		TOTAL	120100		
CITY	STA	\TE	ZIP	· .	PLUG & FLOA	T EQUIPMEN	T		
		1				@			
To Allied Cemen	ting Co., L	LC.							
You are hereby re	_		enting equipme	nt	···	@			
and furnish ceme						@			
contractor to do						-			
done to satisfacti	on and sup	ervision o	f owner agent o	r		. TOTAL			
contractor. I have	e read and	understan	d the "GENERA						
TERMS AND CO	ONDITION	NS" listed	on the reverse s		•				
•	\bigcirc	7 1	7	TOTAL CHAR	GES				
PRINTED NAME	Sid	Deuts	cher	DISCOUNT			D IN 20 DAVE		
	1 16			DISCOUNT		IF PAL	ל ATAU חכ אוז כ		
SIGNATURE _ \	J. N.	LANA	H						

ALLIED CEMENTING CO., LLC. 038927

XC(
REMITTO POLBOX 31	SEI SEI	RVICE POINT:	
RUSSELL, KANSAS 67665 AUG 2		ONTE	¥<
CONSID	antiai		
6-19-10 SEC. TWP. RANGE	ALLED OUT ON LOCATION	JOB START	JOB FINISH
DATE 22 16 28	('.00pm	Woopm	12:00am
4005411	1.2.2.6	COUNTY'	STATE
LEASE LAWRENCE WELL# 21-23 LOCATION Shide	15 56- LN- W.M	<u> Lawe</u>	25
OLD OR NEW (Circle one)			
CONTRACTOR W-W - B	OWNER		
TYPE OF JOB 2-5-4			
HOLE SIZE フルタ T.D. 4570	CEMENT		
CASING SIZE S'a 15.5 DEPTH 4568'	AMOUNT ORDERED 16	Osks Com	20racel
TUBING SIZE DEPTH	10705014, 54G.1/sk	11 4	60
DRILL PIPE DEPTH	450 1144 Clus and	SOOCHI W	五4元
TOOL DEPTH	60/40 60% Cell	1.6	45x11CC
PRES. MAX MINIMUM 1/5	COMMON430	@ 13	5869 55
MEAS. LINE SHOE JOINT 2.1	POZMIX 180	@ 7/9	136800
CEMENT LEFT IN CSG.	GEL 3-6	@2010	C30 40
PERFS.	***************************************		530
	CHLORIDE		
DISPLACEMENT S1.09 mvd 57.10 mm		@_ 	2 2 2 2 3 3
EQUIPMENT		V5@ 23	353
		<u>al@ 1.27</u>	635
PUMPTRUCK CEMENTER TOTAL	Cla-Pro 74	<u>.1@30/2</u>	44 2 12
# 431 HELPER K-114	Gilsonite 800	<u>*</u> @ <u>, 7\$ _</u>	600
	FL-140 75	~ 	97825
BULK TRUCK	Classal 113	* @ع ٤٤	276 83
# 347 DRIVER Lakene		@	
BULK TRUCK			
# 394 DRIVER WILLOW	HANDLING	_ @ <u></u> 	622
	MILEAGE . 10 49 47 mi		186600
REMARKS:	MICEAGE	-	55
NEWAKKS:		TOTAL	+-
		10176	
PUMPSOGAL WIRT - 20 BBL KCZ . MIX		TOTAL	1319185
1609Kranent washarmy + hos Drop Dle	serv		131915
Pumpsoogal WEETS - 2053L KCZ : Mix 1603Kcznent washprajtlings Dropplu- +d. Mare to Lachdown 700+1,C+ 1500	SERV SERV		13191
1609Kranent washarmy + hos Drop Dle	* land	/ICE	131915
1609k conent washpray+ lines Drop plu- +d. place to Lathdown 700+1, C+ 1500 Drop Domb unt 10mm open dool @ 1000	DEPTH OF JOB	/ICE	13191
1609Kcoment washprong times Dropple. +d. place to Lathdown 700+1,(+ 1500 Drop Bomb wast 10mm opendool @ 1000 erre 45mm plugdown@8:20, Pump	DEPTH OF JOB PUMP TRUCK CHARGE	/ICE	13191
1609Kconent washpray+lines Dropplus +dipplace to Lackdown 200+1,C+ 1500 Drop Bomb wat 10mm open dool @ 100 circ 45mm plusdown@ 8:20, Pump 10 Box KCL. Mix 305Kc RH, Mix 4205K	DEPTH OF JOB PUMP TRUCK CHARGE STRA FOOTAGE	/ICE 	13191
1609Kcment washpray+lines Dropplus +displace to Lackdown 200+1,C+ 1500 Drop Bomb unt 10mm opendool @ 100 circ 45mm plusdown@8:20, Pump 10 Ag L KCL. Mix 305Kc RH, Mix 4205K down 456, wash orm of these, Lost 1 de	DEPTH OF JOB PUMP TRUCK CHARGE STRA FOOTAGE	/ICE 	13191
LOSK CENTENT LEASH PUNG TIMES DEOP PLU- + displace to Lachdown Doot 1.Ct 1500 Diop Romb LAT 10mm open dool @ 1000 EIRE 45 mino Plus down @ 8:20. Pump 10 ABL KCL. Min 305Ks RH, Mir 4205K Down CSG. LASH PUMP STENOS. LOST 120 LAST 40 min Doplace @ 12 BBL/ min	DEPTH OF JOB PUMP TRUCK CHARGE SEXTRA FOOTAGE TMILEAGE 3 @	/ICE 	13191
LEOSK CENTENT LEOSH PROSTINES DEOP PLU- + d. place to Lackdown Doot 1.Ct 1500 Deop Bomb wat 10mm open dool @ 1000 elec 45 mm plus down @ 8:20, Pump 10 ABL KCL. M'H 305KG RH, MY 4205K down 25G, wash pumptines, Lost 1 du wattomin Doplace @ 12 half mi eincladien 1 duined about 20 AK	DEPTH OF JOB PUMP TRUCK CHARGE SEXTRA FOOTAGE MILEAGE MANIFOLD	/ICE 	13191
LEOSK CRINENT LEOSH PROJETINES DEOP PLU- + displace to Lathdown Doot 1, Ct 1500 Deop Bomb unt 10mm open dool @ 100 circ 45mm plusdown@ 8:20, Pump 10 Ag L KCL. M'H 305KG RH, Mix 4205K Down CSG, Lunsh pumpt to nos. Lost 1 du unt 40mm Doplace @ 1/2 May / m's circulation I duined about 20 Ak	DEPTH OF JOB PUMP TRUCK CHARGE FEXTRA FOOTAGE MILEAGE MANIFOLD COLUMN TRUCK CHARGE PUMP TRUCK CHARGE	/ICE	13191
LEOSK CENTENT LEOSH PROSTINES DEOP PLU- + d. place to Lackdown Doot 1.Ct 1500 Deop Bomb wat 10mm open dool @ 1000 elec 45 mm plus down @ 8:20, Pump 10 ABL KCL. M'H 305KG RH, MY 4205K down 25G, wash pumptines, Lost 1 du wattomin Doplace @ 12 half mi eincladien 1 duined about 20 AK	DEPTH OF JOB PUMP TRUCK CHARGE TEXTRA FOOTAGE MANIFOLD LICH PURS GOOT	/ICE	13191
LEOSK CRINENT LEOSH PROJETINES DEOP PLUS + displace to Ledindown 700+1,C+ 1500 Diop Bomb Let 10mm open dool @ 100 eire 45 mm plus down @ 8:20. Pump 10 ABL KCL. Mix 30545 RH. Mix 42054 down 250. Last pumptines. Lost ide Last 40 min Displace @ 1/2 half mix eirecladien Istuined about 20 AK Cemon CHARGE TO: Flation Resources	DEPTH OF JOB	/ICE	13191
LEOSK CRINENT LEOSH PROJETINES DEOP PLU- + displace to Lathdown Doot 1, Ct 1500 Deop Bomb unt 10mm open dool @ 100 circ 45mm plusdown@ 8:20, Pump 10 Ag L KCL. M'H 305KG RH, Mix 4205K Down CSG, Lunsh pumpt to nos. Lost 1 du unt 40mm Doplace @ 1/2 May / m's circulation I duined about 20 Ak	DEPTH OF JOB	/ICE	131915 568' 05000 21000
LEOSK CENTENT LEOSH PROJETINES DEOP PLUS + displace to Lackdown Doot 1.Ct 1500 Diop Bomb Lat 10mm open dool @ 100 circ 45 mm Plus down @ 8:20, Pump 10 AOL KLL. Mix 30546 RH, Mix 42054 Down 256, Leash pumpth nos. Lost 1 du Latte min Displace 6 1/2 May 1/mi circladien Induined about 20 Ax Cemon CHARGE TO: Flation Resources STREET	DEPTH OF JOB	/ICE	768'000 21000 226000
LOSK CENTENT LEASH PROMITTIONS DEOP PLUS + d'ippare to Lachdown 700+1,C+ 1500 Diop Bomb Lat 10 min open dool @ 1000 LICE 45 mino Plus Down & 8:20. Pump LO AGE KCL. M'1305 FC RH. Mir 4205 F Down CSG. LASH PLUS PLUS POST ACCEPT LAST 40 min Doplace & 12 half min CHARGE TO: Flot row Resources STREET CITY RECEIVATATE ZIP	DEPTH OF JOB	/ICE	768'000 21000 226000
LEOSK CENTENT LEOSH PROJETINES DEOP PLUS + displace to Lackdown Doot 1.Ct 1500 Diop Bomb Lat 10mm open dool @ 100 circ 45 mm Plus down @ 8:20, Pump 10 AOL KLL. Mix 30546 RH, Mix 42054 Down 256, Leash pumpth nos. Lost 1 du Latte min Displace 6 1/2 May 1/mi circladien Induined about 20 Ax Cemon CHARGE TO: Flation Resources STREET	DEPTH OF JOB	AT EQUIPMEN	768'000 21000 226000
LOSK CENTENT LEASH PROMITTIONS DEOP PLUS + d'ippare to Lachdown 700+1,C+ 1500 Diop Bomb Lat 10 min open dool @ 1000 LICE 45 mino Plus Down & 8:20. Pump LO AGE KCL. M'1305 FC RH. Mir 4205 F Down CSG. LASH PLUS PLUS POST ACCEPT LAST 40 min Doplace & 12 half min CHARGE TO: Flot row Resources STREET CITY RECEIVATATE ZIP	DEPTH OF JOB	AT EQUIPMEN	768'000 21000 226000
LEOSK CRINENT LEOSH PROJETINES DEOP PLUS + displace to Lechdown 700+1,C+ 1500 Diop Bomb Let 10mm open dool @ 100 circ 45 mm Plus down @ 8:20, Pump 10 A9 L KCL. Mix 305 KC RH, Mix 4205 M Down 250, wash pumpth nos. Lost 1 de Last 40 mix Displace @ 1/2 half mix eincludien Induined about 20 Ax Cemon CHARGE TO: Flation Resources STREET CITY RECEIVATATE ZIP AUG 2: 2010	DEPTH OF JOB	AT EQUIPMEN	768'000 200
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LEGIK CENTENT LEGIS PUNG TIMES DEOP PLUS + d'i place to Ledidown Doot 1.Ct 1500 Diop Bomb Let 10mm open dool @ 1000 Elic 45mm Plus Down & 120. Pump 10 ADL KCL. M'1305KC RH. Mir 4205K Down CSG. Leash pump thros. Lost 1 du Lint 40min Doplace & 12 Mall Mi Cincladien Interned about 20 AK CHARGE TO: Flot for Desources STREET CITY RECEIVATATE ZIP KCC WICHIT 672	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MANIFOLD LICA PURS BOOM LICA PURS BOOM PLUG & FLO I. BASE I. BASE I. CAMP I. DO Tool	AT EQUIPMEN	768'000 200
CHARGE TO: RECEIVETATE CITY RECEIVETATE CITY CONTROL LECTOR OF THE SOURCES RECEIVETATE TO Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment	DEPTH OF JOB	AT EQUIPMEN	768'000 21000 21000 21000 1000
CHARGE TO: Flotton Pegources CITY RECEIVATATE ZIP To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or	DEPTH OF JOB PUMP TRUCK CHARGE EXTRA FOOTAGE MANIFOLD LICA PURS BOOM LICA PURS BOOM PLUG & FLO I. BASE I. BASE I. CAMP I. DO Tool	AT EQUIPMEN	768'000 21000 21000 21000 1000
CHARGE TO: RECEIVETATE CITY RECEIVETATE CITY RECEIVETATE To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was	DEPTH OF JOB	AT EQUIPMEN (a) 35 (a) 35 (b) 45 (c) 35 (c) 35 (d) 25 (d) 35 (e) 35 (e) 35 (e) 35 (f) 25 (385 16100 210000 21000 21000 21000 21000 21000 21000 21000 21000 210000 21
CHARGE TO: RECEIVATATE CITY RECEIVATATE CITY RECEIVATATE TO Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or	DEPTH OF JOB	AT EQUIPMEN (a) 35 (a) 35 (b) 45 (c) 35 (c) 35 (d) 25 (d) 35 (e) 35 (e) 35 (e) 35 (f) 25 (768'000 21000 21000 21000 1000
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CHARGE TO: RECEIVETATE To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.	PLUG & FLO I. Basket I. Cantal Clamp I. Cantal Clamp I. Cantal Clamp I. Cantal Clamp I. Do Tool SALES TAX (If Any) TOTAL CHARGES	AT EQUIPMEN (a) (a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	768' 21000 210
CHARGE TO: RECEIVATATE CITY RECEIVATATE To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL"	PLUG & FLO I. Basket I. Cantalana PLUG & FLO I. Basket I. Cantalana SALES TAX (If Any) DEPTH OF JOB PUMP TRUCK CHARGE AT EQUIPMEN (a) (a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	768' 21000 210	

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.

Russell, KS 785-483-2003

ALLIED CEMENTING CO. LLC

KCC AUG 2 5 2019 (ACID) P.O. Box 31 Russell, Kansas 67665 785-483-2627 10530 Medicine Lodge, KS 620-886-5926

CONFIDENTIAL

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As consideration, the above names (well owner or contractor) agrees to: (a) pay you in accordance with your current price schedule; (b) Allied Cementing Company LLC (ACID) shall not be liable for damage to property of well owner and/or customer unless caused by its willful negligence, this provision applying but not limited to subsurface damage and surface damage arising from subsurface damage. Well owner and/or customer shall be responsible for and secure Allied Cementing Company LLC (ACID) against any liability for reservoir loss or damage, or property damage arising from a well blowout, unless such loss or damage is caused by willful negligence of Allied Cementing Company LLC (ACID). If equipment or instruments of Allied Cementing Company LLC (ACID) are lost or damaged at the well, well owner and/or customer shall either recover the same or pay for such equipment or instruments unless, however, such loss or damage is caused by the negligence of Allied Cementing Company LLC (ACID); (c) that you make no guarantee of the effectiveness of the materials to be used or the results of treatments; and (d) that you will not be bound by any representation or agreement not herein contained. It is understood you will pay wages (and payroll taxes and withholding thereon) and comply with workman's compensation statutes applicable to servicemen you furnish.

Russell, KS 785-483-2003

ALLIED CEMENTING CO. LLC **KCC**

(ACID) P.O. Box 31 Russell, Kansas 67665 785-483-2627

10532 Medicine Lodge, KS 620-886-5926

AUG 2 5 2010 CONFIDENTIAL

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shall not be liable for damage to property of well owner and/or customer unless caused by its willful negligence, this provision applying but not limited to subsurface damage and surface damage anising from subsurface damage. Well owner and/or customer shall be responsible for and secure Allied Cementing Company LLC (ACID) against any liability for reservoir loss or damage, or property damage arising from a well blowout, unless such toss or damage is caused by willful negligence of Allied Cementing Company LLC (ACID). If equipment or instruments of Allied Cementing Company LLC (ACID) are lost or damaged at the well, well owner and/or customer shall either recover the same or pay for such equipment or instruments unless, however, such loss or damage is caused by the negligence of Allied Cementing Company LLC (ACID); (c) that you make no guarantee of the effectiveness of the materials to be used or the results of treatments; and (d) that you will not be bound by any representation or agreement not herein contained. It is understood you will pay wages (and payroll taxes and withholding thereon) and comply with workman's compensation statutes applicable to servicemen you furnish.

Russell, KS 785-483-2003

ALLIED CEMENTING CO. LLC (ACID)

(ACID) P.O. Box 31 Russell, Kansas 67665 785-483-2627 1 0 5 3 6 Medicine Lodge, KS 620-886-5926

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Verbal Ui c **WELL DATA PERFORATIONS TREATMENT** INFO: SIZE WEIGHT DEPTH VOLUME SHOTS FT. Max. Pressure To: Allied Cementing Company LLC (ACID) TUBING 278 Min. Pressure From 4163 to 4171 You are hereby requested to rent acidizing 4121 23.86 CASING equipment to do work as listed. From to Avg. Inj. Rate <u>4171</u> 1.19 OPEN HOLE Avg. TrT Pressure to From Charge To: Flatiron's Total Fluid Pumped PKR 4121 From to Street 37.45 Bbls TOPB From 4176 to TREATMENT LOG TIME PRESSURE TOTAL FLUID FLUID IN INDIVIDUAL INJECTION **EXPLANATION** A.M./P.M. CSG PUMPED FLUID PUMPED RATE 10:50 7.75 O Û 3. D Spot acid LL:03 0 7.75 Set packer 4/21 ٥ <u>3.5</u> <u> 1.15</u> 11:07 ٥ Start 11:10 12.4 <u>3.5</u> Δ start 11:12 <u> 20.0</u> Slawed 40 load 11:14 0 <u>25.05</u> Slowed - acid on perfs 11.15 0 <u> 27.0</u> 2.0 <u>150</u> 28<u>0</u> Rate 11/12 ٥ <u>3.0</u> 0 ما ، INCYCASED 11:18 0 <u> 28.5</u> <u>35</u> <u>increased</u> 8,2 0 33.2*5* 11:25 70 11:25 ٥ 33.75 8.7 2 6 21 175 9.45 <u> 34. S</u> 180 1 6 ١. 11:22 11, 29 U JL 1 (<u>3، يا3</u> 10,45 90 11:30 0 <u> 37.45</u> 12.4 0 طول Complet RECEIVED AUG 2 5 2010 KCC WIGHITA **EQUIPMENT AND PERSONNEL** MATERIALS USED **AMOUNT UNIT PRICE TOTAL COST** 446 Standard delivery cho <u> 200.00</u> 200.00 425 4.00 240.0U Mud Cleanup acid <u>895.00</u> 69.00 Inhibitor <u>34. So</u> D.M.O. <u> 28.00</u> <u> 28.00</u> Sub-Total 1432.00 New Producer 20% Terms: _discount will be allowed Tax Old Producer... if paid in 30 days from invoice date. Total Old Producer- New Zones...... New SWD or Injection...... Old SWD or Injection. Pressure Test.. **Customer Signature Customer Print Name**

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