

Signature:

Title: agent

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**

OPERATOR: License # 345	59	API No. 15 - 051-26213 -0000
Name: WM KS Energy R		Spot Description:
DO Pay U		c sw_se_ne Sec. 28 Twp. 11 S. R. 18 ☐ East West
Address 2:	· 	2,310 Feet from North / South Line of Section
	State: KS Zip: 67663 +	990 Feet from 🗹 East / 🗌 West Line of Section
Contact Person: Bill Robinson		Footages Calculated from Nearest Outside Section Corner:
Phone: (785) 688-4040		Footages Calculated from Nearest Odiside Section Corner.
, ,	MAGS	D Filis
CONTRACTOR: License # 33 Name: American Eagle	DEC 2 2 20	County: Ellis County: Ellis Wasinger C Well #: 13
	KOO.	Lease Name: Wasinger C Well #: 13
Wellsite Geologist: Bill Robinso	KCC WICHIT	Field Name: Bemis Shutts
Purchaser: Coffeyville		- N
Designate Type of Completion:		Elevation: Ground: 2094 Kelly Bushing: 2099
✓ New Well □ F	Re-Entry Workover	Total Depth: 3706 Plug Back Total Depth: 3706
☑ Oil ☐ WSW	swd slow	Amount of Surface Pipe Set and Cemented at: 235 Feet
☐ Gas ☐ D&A	☐ ENHR ☐ SIGW	Multiple Stage Cementing Collar Used?
☐ OG	GSW Temp. Abd.	If yes, show depth set: 1349 Feet
CM (Coal Bed Methane)		If Alternate II completion, cement circulated from: 1349
Cathodic Other (Co	ore, Expl., etc.):	feet depth to: surface w/ 500 sx cmt.
If Workover/Re-entry: Old Well	Info as follows:	
Operator:		Drilling Fluid Management Plan
Well Name:		
Original Comp. Date:	Original Total Depth:	Chloride content: ppm Fluid volume: bbls
Deepening Re-pe	erf. Conv. to ENHR Conv. to SWD	Dewatering method used:
Plug Back:	Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled	Permit #:	Operator Name:
Dual Completion	Permit #:	Operator Name:
SWD	Permit #:	
☐ ENHR	Permit #:	Quarter Sec. Twee Twee DENTIAL East West
☐ GSW	Permit #:	County: Permit # DEC 19 2013
11-8-11 11-14		DEC 10 2015
Spud Date or Date R Recompletion Date	teached TD Completion Date or Recompletion Date	KCC
Kansas 67202, within 120 day of side two of this form will be tiality in excess of 12 months)	s of the spud date, recompletion, workover on held confidential for a period of 12 months if	with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information requested in writing and submitted with the form (see rule 82-3-107 for confidenwell report shall be attached with this form. ALL CEMENTING TICKETS MUST form with all temporarily abandoned wells.
	AFFIDAVIT	KCC Office Use ONLY
lations promulgated to regulate t	fy that all requirements of the statutes, rules ar the oil and gas industry have been fully compl complete and correct to the best of my knowle	lied with edge. Letter of Confidentially Received 10-19-13
- , .,		☐ Confidential Release Date: Wireline Log Received
1 / 1		TEL TENGENIO ENGINEERING

Date: 12-2-11

Geologist Report Received

ALT : II : III Approved by:

UIC Distribution

Side Two

Operator Name: <u>VVN</u>	I KS Energy Res	ources,	<u> </u>	Lease I	Name: _	wasinger C		_ Well #: <u>13</u>	<u> </u>	
Sec. <u>28</u> Twp. <u>11</u>	s. r. <u>18</u>	East	✓ West	County	: Ellis					
NSTRUCTIONS: Shime tool open and clorecovery, and flow ratine Logs surveyed.	osed, flowing and sh es if gas to surface t	ut-in pressi est, along v	ires, whether s vith final chart(shut-in pres	sure rea	ched static leve	l, hydrostatic pres	sures, bottom	hole tem	perature, flui
Orill Stem Tests Taker			es [√] No		✓L	on Formati	on (Top), Depth a	nd Datum		Sample
Attach Additional		TI	#S ¥ NO			_	on (10p), Depui a	_		•
Samples Sent to Geo	logical Survey	 ✓ Y	es 🗌 No		Nam T/Anh			Top 1380	7	Datum 19
Cores Taken Electric Log Run Electric Log Submitte (If no. Submit Copy List All E. Logs Run:	•	Yi Yi Yi	es 🗌 No		B/Kan	sas City	RECEIVED C 2 2 2011 NICHITA	3554		1455
RAG						KCCI	NICHE			
		* · · · · · · · · · · · · · · · · · · ·	CASING	RECORD	 	w Used	THITA			
	- y		rt all strings set-	conductor, su	urface, inti	ermediate, produ				
Purpose of String	Size Hole Drilled		e Casing t (In O.D.)	Lbs.		Setting Depth	Type of Cement	# Sacks Used		and Percent Additives
surface	12 1/4	8 5/8		20		235	common	150	3%C0	+ 2%gel
production	7 7/8	5 1/2		15.5		3706	ASC	100	500 g	al WFR 2
		<u> </u>	ADDITIONAL	CEMENTI	NG / SOI	JEEZE RECORI				
Purpose: —— Perforate —— Protect Casing —— Plug Back TD	Depth Top Bottom	Туре	of Cement	# Sacks		The state of the s		Percent Additive	s	
Plug Off Zone										
Shots Per Foot			tD - Bridge Plug Each Interval Pe				acture, Shot, Ceme Amount and Kind of N		rđ	Depth
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								C 19 20		
TUBING RECORD:	Size: 2 7/8	Set At: 3600		Packer A	t:	Liner Run:	☐ Yes 📝 N	KCC		
Date of First, Resumed	Production, SWD or E	NHR.	Producing Met	thod:	ng 🗆	Gas Lift	Other (Explain)			
Estimated Production Per 24 Hours	011 15	Bbls.	Gas na	Mcf	Wat	er 50	Bbis.	Gas-Oil Ratio		Gravity 32
✓ Vented Sok	ON OF GAS Used on Lease		_	METHOD OF		Comp. C	ommingled	PRODUCT	ON INTER	RVAL:

ALLIED CEMENTING CO., LLC. 035177

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

SERVICE POINT:

DATE /1-14-20	SEC. 28	TWP. // 5	RANGE 18	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
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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
- —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. 038188

RUSSELL, KANSAS 67665			OINT:
			isself As
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PERFS.	CHLORIDE	@	
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CHARGE TO: WM KS. ENERGY Resource STREET To Allied Cementing Co., LLC. You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner of contractor to do work as is listed. The above work	DEPTH OF JOB PUMP TRUCK CHEXTRA FOOTAGE MILEAGE MANIFOLD PLU	@	PMENT
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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.