

**CONFIDENTIAL**

**ORIGINAL**

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION**

Form ACO-1

June 2009

Form Must Be Typed

Form must be Signed

All blanks must be Filled

8-15-2014

**WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

OPERATOR: License # 34559  
Name: WM KS Energy Resources, LLC  
Address 1: PO Box H  
Address 2: \_\_\_\_\_  
City: Plainville State: KS Zip: 67663 + \_\_\_\_\_  
Contact Person: Bill Robinson  
Phone: ( 785 ) 688-4040  
CONTRACTOR: License # 34535  
Name: Integrity Drilling, LLC  
Wellsite Geologist: Bill Robinson  
Purchaser: Coffeyville

Designate Type of Completion:

- New Well       Re-Entry       Workover
- Oil       WSW       SWD       SLOW
- Gas       D&A       ENHR       SIGW
- OG       GSW       Temp. Abd.
- CM (Coal Bed Methane)
- Cathodic       Other (Core, Expl., etc.): \_\_\_\_\_

If Workover/Re-entry: Old Well Info as follows:

Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening       Re-perf.       Conv. to ENHR       Conv. to SWD  
 Conv. to GSW  
 Plug Back: \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_  
 Commingled      Permit #: \_\_\_\_\_  
 Dual Completion      Permit #: \_\_\_\_\_  
 SWD      Permit #: \_\_\_\_\_  
 ENHR      Permit #: \_\_\_\_\_  
 GSW      Permit #: \_\_\_\_\_

6-21-12	6-27-12	7-16-12
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 051-26327 -00-00  
Spot Description: \_\_\_\_\_  
\_\_\_\_\_ne\_se\_ne Sec. 28 Twp. 11 S. R. 18  East  West  
1,485 Feet from  North /  South Line of Section  
330 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: Ellis  
Lease Name: Wasinger C Well #: 2  
Field Name: Bemis Shotts  
Producing Formation: Arbuckle  
Elevation: Ground: 2062 Kelly Bushing: 2070  
Total Depth: 3720 Plug Back Total Depth: 3720  
Amount of Surface Pipe Set and Cemented at: 220 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set: 1305 Feet  
If Alternate II completion, cement circulated from: 1295  
feet depth to: surface w/ 270 **RECEIVED** sx cmt.

**AUG 16 2012**

**Drilling Fluid Management Plan**  
(Data must be collected from the Reserve Pit) **KCC WICHITA**  
Chloride content: \_\_\_\_\_ ppm Fluid volume: \_\_\_\_\_ bbls  
Dewatering method used: \_\_\_\_\_  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ License #: \_\_\_\_\_  
Quarter \_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  East  West  
County: \_\_\_\_\_ Permit #: \_\_\_\_\_

**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.

**AFFIDAVIT**

I am the affiant and I hereby certify that 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: [Signature]  
Title: agent Date: 7-16-12

**KCC Office Use ONLY**

- Letter of Confidentiality Received  
Date: 8-15-2012
- Confidential Release Date: 8-15-2014
- Wireline Log Received
- Geologist Report Received
- UIC Distribution
- ALT  I  II  III Approved by: SB Date: 8-16-12

Operator Name: WM KS Energy Resources, LLC Lease Name: Wasinger C Well #: 2  
 Sec. 28 Twp. 11 S. R. 18  East  West County: Ellis

**INSTRUCTIONS:** Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach complete copy of all Electric Wire-line Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i>  List All E. Logs Run: <b>RAG</b>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  Name Top Datum T/ Anydrite 1345 725  <div style="text-align: right; font-weight: bold; font-size: 1.2em;">                     RECEIVED                      AUG 16 2012                      KCC WICHITA                 </div>
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Surface	12 1/4	8 5/8	23	220	common	170	3% CC + 2% gel
production	7 7/8	5 1/2	15.5	3671	ASC	125	10% salt + 2% gel

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	3881-3688	common	50	Neat Class "A"

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
4	3594-3602	natural	

TUBING RECORD: Size: <u>2 7/8</u> Set At: <u>3590</u> Packer At: <u>na</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or ENHR. <u>7-16-12</u>	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____
Estimated Production Per 24 Hours	Oil Bbls. <u>10</u> Gas Mcf <u>0</u> Water Bbls. <u>200</u> Gas-Oil Ratio _____ Gravity <u>32</u>

DISPOSITION OF GAS: <input checked="" type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5) (Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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WM KS Energy Resources, LLC  
c/o TexKan Production, LLC  
P.O. Box H  
Plainville, KS 67663

August 15, 2012

Kansas Corporation Commission  
Finney State Office Building  
130 South Market  
Room 2078  
Wichita, KS 67202-3802

Re: ACO1 Filings, Wasinger C #2  
API #15-051-26327

Gentlemen:

WM KS Energy Resources, LLC c/o TexKan Production, LLC hereby requests that the information included with this letter be held in confidence for the maximum time allowed.

Sincerely,



Sheryl Axelson  
Field Office Secretary

RECEIVED

AUG 16 2012

KCC WICHITA

/sda

# ALLIED OIL & GAS SERVICES, LLC 056450

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

SERVICE POINT:  
1. Russell Ks.

DATE <u>7-9-12</u>	SEC. <u>28</u>	TWP. <u>11</u>	RANGE <u>18</u>	CALLED OUT	ON LOCATION	JOB START <u>1:30 PM</u>	JOB FINISH <u>2:00 PM</u>
LEASE <u>WASINGER</u>		WELL # <u>C-2</u>		LOCATION <u>Hav's Ks. 10N 1/4 W4N</u>		COUNTY <u>FILLIS</u>	STATE <u>KANSAS</u>
OLD OR <u>NEW</u> (Circle one)							

CONTRACTOR Alliance Well Service OWNER \_\_\_\_\_

TYPE OF JOB (Cement Retainer) Circ. Cement

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE 5 1/2 DEPTH \_\_\_\_\_

TUBING SIZE 2 7/8 DEPTH \_\_\_\_\_

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL Cement Retainer DEPTH @ 1285'

PRES. MAX 700# MINIMUM 250#

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. 10' Below + 3' Above Retainer

PERFS. @ 1295'

DISPLACEMENT T-7.75 / Gave 6.50 BBL

EQUIPMENT \_\_\_\_\_

CEMENT USED \* 270 SX.

AMOUNT ORDERED 350 SX @ 40 49 GEL

1/4 # F10-Spool For SX

COMMON <u>162</u> SA @ <u>16.25</u>	<u>2632.50</u>
POZMIX <u>108</u> SA @ <u>8.50</u>	<u>918.00</u>
GEL <u>11</u> SA @ <u>21.25</u>	<u>233.75</u>
CHLORIDE _____ @ _____	
ASC _____ @ <u>.6250</u>	
<u>FIN-Spool 2</u> SA @ <u>67.50</u>	<u>135.00</u>

**RECEIVED**

**AUG 16 2012**

**KCC WICHITA**

HANDLING <u>362 SX</u> @ _____	<u>814.50</u>
MILEAGE <u>10</u> TON MI @ <u>114</u>	<u>398.20</u>
TOTAL	<u>5131.95</u>

PUMP TRUCK CEMENTER Gilford Co.

# 417 HELPER Woody O.

BULK TRUCK # 481 DRIVER ROBERT Y.

BULK TRUCK # \_\_\_\_\_ DRIVER \_\_\_\_\_

**REMARKS:**

PERF @ 1295' Cement Retainer @ 1285'  
Pressured Backside to 500# (held) Took  
Injection Rate of 2 Bbls 50# Mixed  
270 SX Cement, & Displaced 6 1/2 BBL  
Behind Cement. Had 70# Lift Pressure  
& 250# Shut in Pressure. Pulled  
Stringer out of Retainer, & Washed Clean  
Short way, (30 BBL). Came out w/  
TOOL.

5131.95  
2035.00  
7166.95

**SERVICE**

DEPTH OF JOB <u>1285'</u>	
PUMP TRUCK CHARGE <u>923.00</u>	<u>1925.00</u>
EXTRA FOOTAGE @ _____	
MILEAGE <u>11.5</u> MI @ <u>7.00</u>	<u>70.00</u>
MANIFOLD <u>YES</u> @ <u>250.00</u>	<u>-Nil-</u>
<u>11.5</u> MI @ <u>4.00</u>	<u>40.00</u>
TOTAL	<u>7166.95</u>
TOTAL	<u>1433.39</u>
TOTAL	<u>5733.56</u>

CHARGE TO: WM, Ks. ENERGY

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

State Rep. Pat STAAB (KCC) of  
Location. Cement DID CIRCULATE  
TO SURFACE!

To: Allied Oil & Gas Services, 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.

PRINTED NAME \_\_\_\_\_

SIGNATURE Tom Berens

**PLUG & FLOAT EQUIPMENT**

_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____
_____	@ _____
TOTAL	_____

SALES TAX (If Any) \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

\$ 5733.56 AFTER 20% Discount

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "ALLIED" shall mean Allied Oil & Gas Services, 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 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 willful 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. 034511

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

SERVICE POINT:  
*Madison Lodge*

DATE <i>6-27-12</i>	SEC. <i>28</i>	TWP. <i>11</i>	RANGE <i>18</i>	CALLED OUT	ON LOCATION <i>3:00am</i>	JOB START <i>3:30pm</i>	JOB FINISH <i>5:00pm</i>
LEASE <i>Wasinger JC</i>	WELL# <i>2</i>		LOCATION <i>Hays, 10 1/2 N, W 1/4, E 1/4</i>		COUNTY <i>Ellis</i>	STATE <i>KS</i>	
OLD OR NEW (Circle one)					RECEIVED		

CONTRACTOR *Integrity #7*

TYPE OF JOB *Production 2 stage*

HOLE SIZE *7 7/8* T.D. *3720'*

CASING SIZE *5 1/2* DEPTH *3727'*

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL *DUTool* DEPTH *1314'*

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT *42.52*

CEMENT LEFT IN CSG. *42.52*

PERFS.

DISPLACEMENT *88.6 bbl*

OWNER *same*

CEMENT

AMOUNT ORDERED *1255sk 1st 10105011*  
*299gal, 5" gilsonite - 4505sk Lite*  
*4505sk 1st, 500gal Super Flush*

COMMON <i>1 1/2" type # 30 sk @</i>	<i>14.50</i>	<i>435.00</i>
POZMIX	@	
GEL <i>35sk @</i>	<i>21.25</i>	<i>63.75</i>
CHLORIDE	@	
ASC <i>125 sk @</i>	<i>19.00</i>	<i>2375.00</i>
<i>50 1/2" @</i>	<i>125.00</i>	<i>2395</i>
<i>299 gal gilsonite 625 # @</i>	<i>.89</i>	<i>556.25</i>
<i>8 # @</i>	<i>2.70</i>	<i>21.60</i>
<i>8 # @</i>	<i>300.00</i>	<i>2400.00</i>
HANDLING <i>668.475 # @</i>	<i>2.10</i>	<i>1403.79</i>
MILEAGE <i>27.92 hrs x 40 x 2.35</i>		<i>2624.48</i>
TOTAL		<i>10167.27</i>

**EQUIPMENT**

PUMP TRUCK CEMENTER *Lalene*

# *5481* HELPER *Eddie* *(ML)*

BULK TRUCK DRIVER *Terry Heinrich* *(O)*

# *3861310*

BULK TRUCK DRIVER *Kerry* *(GB)*

# *4811241*

**REMARKS:**

*Decreasing Rig circulated, lost circulation  
could not get it back, Pump mud from  
MIV tank down hole no circulation  
Pump ball through 1200# pump water  
spacer, miv 125 sk cement. Displace  
with water, land plug 1000# held.  
Plug RH 305sk Lite*

*Thank you*

CHARGE TO: *WMKS Energy Resources LLC*

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**SERVICE**

DEPTH OF JOB <i>3727</i>		
PUMP TRUCK CHARGE		<i>2225.00</i>
EXTRA FOOTAGE	@	
MILEAGE <i>40</i>	@ <i>7.00</i>	<i>280.00</i>
MANIFOLD <i>hood</i>	@	<i>200.00</i>
L.U. Mileage <i>40</i>	@ <i>4.00</i>	<i>160.00</i>
TOTAL		<i>2865.00</i>

**PLUG & FLOAT EQUIPMENT**

<i>DUTool</i>		<i>4921.00</i>
<i>AFU float shoe</i>	@	<i>349.00</i>
<i>Lotel down plug</i>	@	<i>272.00</i>
<i>Basket</i>	@	<i>332.00</i>
<i>(40) Lock Rings</i>	@ <i>4.20</i>	<i>1680.00</i>
<i>(20) Rapid spiralizers</i>	@ <i>140.00</i>	<i>2800.00</i>
<i>(2) Turbolizers</i>	@ <i>80.00</i>	<i>160.00</i>
TOTAL		<i>10524.00</i>

SALES TAX (If Any) \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

*Lalene*

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.

PRINTED NAME *Tom Baker*

SIGNATURE *Tom Baker*

## 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.

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—**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 willful 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 OIL & GAS SERVICES, LLC 053229

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

SERVICE POINT:  
Liberp, KS

DATE <u>7/6/12</u>	SEC <u>28</u>	TWP. <u>11s</u>	RANGE <u>18w</u>	CALLED OUT	ON LOCATION <u>10:00A</u>	JOB START	JOB FINISH
LEASE <u>WASINGER</u>		WELL# <u>C-2</u>	LOCATION <u>N. HAYS, KS (183) 11.5 mi</u>		COUNTY <u>Ellis</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)			<u>W 2 mile F into</u>				

CONTRACTOR Alliance Well Service OWNER WMKS

TYPE OF JOB SQUEEZE

HOLE SIZE \_\_\_\_\_ T.D. \_\_\_\_\_

CASING SIZE 5 1/2 DEPTH \_\_\_\_\_

TUBING SIZE 3 7/8 DEPTH 3683

DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_

TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_

PRES. MAX 1000 MINIMUM \_\_\_\_\_

MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_

CEMENT LEFT IN CSG. \_\_\_\_\_

PERFS. 3683 (6)

DISPLACEMENT 21.5

CEMENT AMOUNT ORDERED 50 sk (Class A Mat)

COMMON <u>Class A 50sk</u>	@ <u>11.6</u>	RECEIVED <u>50</u>
POZMIX _____	@ _____	
GEL _____	@ _____	<u>AUG 16 2012</u>
CHLORIDE _____	@ _____	<u>KCC WICHITA</u>
ASC _____	@ _____	
<u>MOCK Mud Chem (2)</u>	@ <u>1.27</u>	<u>2.54</u>
_____	@ _____	
_____	@ _____	
_____	@ _____	
_____	@ _____	
_____	@ _____	
_____	@ _____	
HANDLING <u>50sk</u>	@ <u>Miniman</u>	<u>344.00</u>
MILEAGE <u>2500</u>	<u>0.11</u>	<u>275.00</u>
		TOTAL <u>1434.04</u>

**EQUIPMENT**

PUMP TRUCK CEMENTER Virgil Newton

#544/550 HELPER Lenny Baeza

BULK TRUCK DRIVER Angel Tapia

#472/467

BULK TRUCK DRIVER \_\_\_\_\_

**REMARKS:**

Pumped to 6 into zone a  
REVERSED out 3.9 cement out.  
MAX psi: 1000psi

Thank you!!!

**SERVICE**

DEPTH OF JOB <u>SQUEEZE</u>		
PUMP TRUCK CHARGE <u>(1)</u>	@ <u>1050.00</u>	
EXTRA FOOTAGE _____	@ _____	
MILEAGE <u>(H) 100</u>	@ <u>7.00</u>	<u>700.00</u>
MANIFOLD <u>SQUEEZE (1)</u>	@ <u>250</u>	<u>250.00</u>
<u>MILEAGE (F) 100</u>	@ <u>4.00</u>	<u>400.00</u>
_____	@ _____	
		TOTAL <u>2400.00</u>

CHARGE TO: WMKS Energy Resources

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**PLUG & FLOAT EQUIPMENT**

_____	@ _____	
_____	@ _____	
_____	@ _____	
_____	@ _____	
_____	@ _____	
		TOTAL _____

To: Allied Oil & Gas Services, 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.

SALES TAX (If Any) \_\_\_\_\_

TOTAL CHARGES \$3834.04

DISCOUNT \_\_\_\_\_ IF PAID IN 30 DAYS

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Thank you!!!



## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "ALLIED" shall mean Allied Oil & Gas Services, 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 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:

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