

RECEIVED
AUG 29 2012
KCC WICHITA

CONFIDENTIAL
KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

8/28/14
Form ACO-1
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 # 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 # _____
Name: American Eagle 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 #: _____

6-30-12	7-5-12	7-25-12
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 065-23791 - 00 - 00
Spot Description: _____
 SW SW SW Sec. 28 Twp. 9 S. R. 21 East West
330 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: Graham
Lease Name: Dodson Well #: 2
Field Name: Cooper
Producing Formation: Arbuckle
Elevation: Ground: 2328 Kelly Bushing: 2335
Total Depth: 3991 Plug Back Total Depth: 3991
Amount of Surface Pipe Set and Cemented at: 221 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: 1746 Feet
If Alternate II completion, cement circulated from: 1746
feet depth to: surface w/ 660 sx cmt.

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit)
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 #: _____

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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: B. W. [Signature]
Title: agent Date: 7-25-12

KCC Office Use ONLY

Letter of Confidentiality Received
Date: 8/28/12 - 8/28/14
 Confidential Release Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by: [Signature] Date: 9/9/12

Operator Name: WM KS Energy Resources, LLC Lease Name: Dodson Well #: 2
 Sec. 28 Twp. 9 S. R. 21 East West County: Graham

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 Yes No
 (Attach Additional Sheets)
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No
 Electric Log Run Yes No
 Electric Log Submitted Electronically Yes No
 (If no, Submit Copy)

Log Formation (Top), Depth and Datum Sample
 Name Top Datum
 T/ Anhydrite 1788 547

List All E. Logs Run:
RAG

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 AUG 29 2012
 KCC WICHITA**

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	221	common	170	3% CC + 2% gel
production	7 7/8	5 1/2	15.5	3991	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 type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4	3898-3900	natural	

TUBING RECORD: Size: <u>2 7/8</u> Set At: <u>3800</u> Packer At: <u>na</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		CONFIDENTIAL AUG 28 2012	
Date of First, Resumed Production, SWD or ENHR. <u>7-25-12</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>15</u>	Gas Mcf <u>0</u>	Water Bbls. <u>300</u>
Gas-Oil Ratio		Gravity <u>28</u>	

DISPOSITION OF GAS: <input checked="" type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled (Submit ACO-5) (Submit ACO-4) <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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ALLIED OIL & GAS SERVICES, LLC 056447

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

SERVICE POINT:
Russell Ks.

DATE <i>6-30-12</i>	SEC. <i>28</i>	TWP. <i>9 S</i>	RANGE <i>21 W</i>	CALLED OUT	ON LOCATION	JOB START <i>PM 7:15 PM</i>	JOB FINISH
LEASE <i>DODSON</i>		WELL # <i>2</i>		LOCATION <i>Palms Church of GOD</i>		COUNTY <i>ROOK'S</i>	STATE <i>KANSAS</i>
OLD OR NEW (Circle one)							

CONTRACTOR *AMERICAN Eagle Rig #2*

TYPE OF JOB *Cement SURFACE*

HOLE SIZE *13 1/4* T.D. *223'*

CASING SIZE *8 5/8* *NEW* DEPTH *223'*

TUBING SIZE *2 3/4* # *CSG* DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX *250 #* MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG.

PERFS.

DISPLACEMENT *13 1/4 / 13 BL*

OWNER

CEMENT

AMOUNT ORDERED *170 S x Comm*

390 cc

220 GEL

COMMON @

POZMIX @

GEL @

CHLORIDE @

ASC @

HANDLING @

MILEAGE

EQUIPMENT

PUMP TRUCK CEMENTER *Calumet Co*

417 HELPER *WOODY OR*

BULK TRUCK

410 DRIVER *ROBIAT Jr*

BULK TRUCK

DRIVER

REMARKS:

*Ran 5 new joints of 8 5/8 20# CSG
Set @ 223'. Received circulation
of cement w/ 170 S x Comm 342.
Displaced 13 1/4 BBL H₂O, shut
in @ 250#.
Cement circulated to surface*

TOTAL
CONFIDENTIAL
SERVICE 8 2014

CHARGE TO: *WM KS, ENERGY Res.*

STREET

CITY STATE ZIP

DEPTH OF JOB **KCC**

PUMP TRUCK CHARGE

EXTRA FOOTAGE @

MILEAGE @

MANIFOLD @

RECEIVED @

AUG 29 2012

KCC WICHITA

TOTAL

PLUG & FLOAT EQUIPMENT

@

@

@

@

@

TOTAL

SALES TAX (If Any)

TOTAL CHARGES

DISCOUNT IF PAID IN 30 DAYS

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 *Kirk Dunning*

SIGNATURE *Kirk Dunning*

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. 034512

Federal [redacted]

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

SERVICE POINT:
Medicine Lodge

DATE <u>7-7-12</u>	SEC. <u>28</u>	TWP. <u>9</u>	RANGE <u>21</u>	CALLED OUT	ON LOCATION <u>12:00M</u>	JOB START <u>1:30a</u>	JOB FINISH <u>7:30a</u>
LEASE <u>Hodson</u>	WELL # <u>2</u>	LOCATION <u>Wakarusa 12 N R (1/2 W) Church of God</u>			COUNTY <u>Graham</u>	STATE <u>Ks</u>	
OLD OR NEW (Circle one)							

CONTRACTOR American Eagle #2 OWNER Same

TYPE OF JOB Production
 HOLE SIZE 7 1/8 T.D. 3991
 CASING SIZE 5 1/2 DEPTH 3991
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DU DEPTH 17461
 PRES. MAX MINIMUM:
 MEAS. LINE SHOE JOINT 43 981
 CEMENT LEFT IN CSG. 43.981
 PERFS.
 DISPLACEMENT 93 95 661

CEMENT
 AMOUNT ORDERED 125 SKS ASC 1090 SAH
275 gal. 5# gilsonite 500 gal Superflush

COMMON	@		
POZMIX	@		
GEL	@	<u>2 SKS</u>	<u>21.25</u> <u>42.50</u>
CHLORIDE	@		
ASC	@	<u>125 SK</u>	<u>19.00</u> <u>2375.00</u>
	@		
<u>gilsonite 625#</u>	@	<u>.59</u>	<u>356.25</u>
<u>SAH- 125 SKS</u>	@	<u>23.95</u>	<u>287.40</u>
	@		
<u>Superflush 500 gal</u>	@	<u>1.27</u>	<u>635.00</u>
	@		
	@		
HANDLING	@	<u>159.27 473</u>	<u>2.10</u> <u>334.47</u>
MILEAGE	@	<u>6.96 hrs x 75x</u>	<u>2.32</u> <u>1276.70</u>
			TOTAL <u>5478.32</u>

EQUIPMENT

PUMP TRUCK CEMENTER Lorene/Barrett
 # HELPER Eddie
 BULK TRUCK DRIVER Garrett Mcemore
 # DRIVER Adam Holcomb

REMARKS:

Pump ball through BH, Circulate for 2 hrs Pump water spacer, mix spacer flush Pump water spacer, mix 125 skircement. Displace with water & mud Land plug 750#. + lost circ hole Open-DU tool 200#. Circulate for.

Thank you.

CHARGE TO: WMKS Energy Resources LLC
 STREET _____
 CITY _____ STATE _____ ZIP _____

Lorene E West
 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 Kirk F Dunning
 SIGNATURE Tom Boice

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DEPTH OF JOB AUG 28 2014

PUMP TRUCK CHARGE		<u>2225.00</u>
EXTRA FOOTAGE	<u>KCC</u>	@
MILEAGE	<u>75</u>	@ <u>7.00</u> <u>525.00</u>
MANIFOLD head		@ <u>200.00</u>
L.O Mileage	<u>75</u>	@ <u>4.00</u> <u>300.00</u>
RECEIVED		@

AUG 29 2012 TOTAL 3250.00

KCC WICHITA

PLUG & FLOAT EQUIPMENT

<u>DU TOOL</u>		<u>1921.00</u>
<u>AFCI float shoe</u>	@	<u>399.00</u>
<u>hole down plug</u>	@	<u>277.00</u>
<u>(40) Lock Rings</u>	@	<u>4.200</u> <u>1680.00</u>
<u>(20) Survivalizers</u>	@	<u>140.00</u> <u>2800.00</u>
<u>(2) Test bolizers</u>	@	<u>80.00</u> <u>160.00</u>
TOTAL <u>10977.00</u>		

SALES TAX (If Any) _____
 TOTAL CHARGES _____
 DISCOUNT _____ IF PAID IN 30 DAYS

GENERAL TERMS AND CONDITIONS

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(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.

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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.

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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.

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(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. 034513

Federal Tax I.D.# 20-5975804

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

SERVICE POINT:
Madison Lodge

DATE <i>7-7-12</i>	SEC. <i>28</i>	TWP. <i>9</i>	RANGE <i>21</i>	CALLED OUT	ON LOCATION <i>12 00 mid</i>	JOB START <i>7:30am</i>	JOB FINISH <i>8:30am</i>
LEASE <i>Nodson</i>	WELL# <i>2</i>	LOCATION <i>Wakarusa N to Redline</i>			COUNTY <i>Osage</i>	STATE <i>KS</i>	
OLD (OR NEW) (Circle one)			<i>E to Rig. Note</i>				

CONTRACTOR *American Eagle #2*

TYPE OF JOB *Production Topstage*

HOLE SIZE *7 7/8* T.D. *3991'*

CASING SIZE _____ DEPTH _____

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL *DL* DEPTH *1746'*

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. _____

PERFS. _____

DISPLACEMENT *41.55*

OWNER *Same*

CEMENT

AMOUNT ORDERED *690 sks Lite Toppatt*

1/4" float seal

EQUIPMENT

PUMP TRUCK CEMENTER *Lafene / Darren*

5581 HELPER *Eddie*

BULK TRUCK *Brandon*

3861/310 DRIVER *Adam Helcomb*

BULK TRUCK

421/252 DRIVER *Garrett*

COMMON	@		
POZMIX	@		
GEL	@		
CHLORIDE	@		
ASC	@		<i>7780.00</i>
<i>Lite Toppatt 690 sks</i>	@	<i>14.50</i>	<i>10005.00</i>
<i>float seal 173#</i>	@	<i>2.70</i>	<i>467.10</i>
HANDLING <i>715.01</i>	@	<i>2.19</i>	<i>150.52</i>
MILEAGE <i>32.59 hrs x 77 x 23</i>	@		<i>5743.99</i>

REMARKS:

Pump water spacer. Plus Retrol 30 sks

Mix 640 sks cement Displace

with water. Land plug at 2000'

float held

Cement did circulate.

Thank you

CONFIDENTIAL TOTAL ~~16993.61~~ *16993.61*

AUG 28 2014 SERVICE

CHARGE TO: *WMKS Energy Resources*

STREET _____

CITY _____ STATE _____ ZIP _____

DEPTH OF JOB <i>KCC</i>	<i>1746'</i>	
PUMP TRUCK CHARGE		<i>NC</i>
EXTRA FOOTAGE	@	
MILEAGE	@	
MANIFOLD	@	
RECEIVED	@	

AUG 29 2012 TOTAL *NC*

KCC WICHITA

PLUG & FLOAT EQUIPMENT

Lafene & J

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 *Kirk F. Owen*

SIGNATURE *Tom Beuer*

SALES TAX (If Any)		
TOTAL CHARGES		
DISCOUNT		IF PAID IN 30 DAYS
TOTAL		

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 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.