

ORIGINAL

8/30/14

RECEIVED

AUG 31 2012

KCC WICHITA

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

CONFIDENTIAL

Form AGO-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: P.O. Box H  
Address 2:  
City: Plainville State: KS Zip: 67663  
Contact Person: Bill Robinson  
Phone: (785) 688-4040  
CONTRACTOR: License # 33493  
Name: American Eagle Drilling, LLC  
Wellsite Geologist: Bill Robinson  
Purchaser: na

API No. 15 - 051-26331-0000  
Spot Description:  
\_n/2\_ s/2\_ ne Sec. 28 Twp. 11 S. R. 18  East  West  
3,630 Feet from  North /  South Line of Section  
1,320 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 #: 17  
Field Name: Bemis Shotts  
Producing Formation: Lower Arbuckle  
Elevation: Ground: 2092 Kelly Bushing: 2099  
Total Depth: 4140 Plug Back Total Depth: 4140  
Amount of Surface Pipe Set and Cemented at: 253 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set: 1345 Feet  
If Alternate II completion, cement circulated from: 1345  
feet depth to: surface w/ 420 sx cmt.

Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  WSW  SWD  SIOW  
 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 #: D-31273  
 ENHR Permit #:  
 GSW Permit #:

8-1-12 8-8-12 8-29-12  
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

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: CONFIDENTIAL Permit #:

AUG 30 2014

KCC

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: 8-29-12

KCC Office Use ONLY

Letter of Confidentiality Received Date: 8-30-12 to 8-30-14  
 Confidential Release Date:  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution  
ALT  I  II  III Approved by: [Signature] Date: 9-19-12

Operator Name: WM KS Energy Resources, LLC Lease Name: Wasinger "C" Well #: 17  
 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 Wireline 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  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>Anhydrite</td> <td>1375</td> <td>723</td> </tr> <tr> <td>B/KC</td> <td>3552</td> <td>-1453</td> </tr> </table>	Name	Top	Datum	Anhydrite	1375	723	B/KC	3552	-1453
Name	Top	Datum								
Anhydrite	1375	723								
B/KC	3552	-1453								

**RECEIVED**  
**AUG 31 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	253	common	170	3%CC + 2%gel
production	7 7/8	5 1/2	15.5	3708	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 <i>(Amount and Kind of Material Used)</i>	Depth
	OH 3708-4140	A/4000 gals 15%	3668

**CONFIDENTIAL**  
**AUG 30 2014**

TUBING RECORD:	Size: <u>2 7/8</u>	Set At: <u>3710</u>	Packer At: <u>3668</u>	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR. <u>Waiting on KCC approval as of 8-29-12</u>		Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input checked="" type="checkbox"/> Other (Explain) <u>SWD</u>		
Estimated Production Per 24 Hours	Oil Bbls. <u>na</u>	Gas Mcf <u>na</u>	Water Bbls. <u>na</u>	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input checked="" type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>OH 3708-4140</u>
---	--	---

# ALLIED OIL & GAS SERVICES, LLC 056788

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

SERVICE POINT: Osage, KS

DATE <u>8/21/12</u>	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START <u>3:20</u>	JOB FINISH <u>4:20</u>
LEASE <u>Washington C</u>	WELL # <u>#17</u>	LOCATION <u>Hays N70 Dean H.11 Rd W-V-V-N</u>			COUNTY <u>Ellis</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one)							

CONTRACTOR \_\_\_\_\_ OWNER Same

TYPE OF JOB Production - Top Store

HOLE SIZE 7 1/2 T.D. 4148

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

TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_

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

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

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

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

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

PERFS. \_\_\_\_\_

DISPLACEMENT \_\_\_\_\_

CEMENT AMOUNT ORDERED 600SK, ALW 1 1/2 Flw Seal

**EQUIPMENT**

PUMP TRUCK # 372 CEMENTER Alan HELPER Wayne

BULK TRUCK # 386 DRIVER ET

BULK TRUCK # 511 DRIVER Kevin D. CR

COMMON	@		
POZMIX	@		
GEL	@		
CHLORIDE	@		
ASC	@		
<u>ALW</u>	@	<u>450</u>	<u>14 2/3</u> <u>65,250</u>
<u>Flw Seal</u>	@	<u>112 lb</u>	<u>2 2/3</u> <u>302.90</u>
HANDLING	@	<u>698.79 CF</u>	<u>2 1/2</u> <u>1467.46</u>
MILEAGE	@	<u>27.939700</u>	<u>29.54</u> <u>55</u>
			<b>TOTAL</b> <u>11249.41</u>

**REMARKS:**

Mix 30 SKs Root Hole Mix 420  
SKs Down 5 1/2 Wash. Displace  
Plus to 2000 / 500 PVT. 1000  
0.1500 PSI  
Total Closed  
Cement Add Cement to  
1 mark 4  
Plan, etc

CHARGE TO WM KS Energy

STREET \_\_\_\_\_

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

**SERVICE**

DEPTH OF JOB \_\_\_\_\_

PUMP TRUCK CHARGE \_\_\_\_\_ n/c

EXTRA FOOTAGE @ \_\_\_\_\_

MILEAGE @ \_\_\_\_\_ n/c

MANIFOLD @ \_\_\_\_\_ n/c

CONFIDENTIAL @ \_\_\_\_\_

AUG 30 2014

TOTAL \_\_\_\_\_

**KCC**

**PLUG & FLOAT EQUIPMENT**

_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____
_____	@	_____

TOTAL \_\_\_\_\_

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

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

DISCOUNT RECEIVED IF PAID IN 30 DAYS

AUG 31 2012

KCC WICHITA

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 [Signature]

## 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 OIL & GAS SERVICES, LLC 056787

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

SERVICE POINT: Daklog, KS

DATE	SEC.	TWP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
9/15/10						1:30 PM	2:00 PM
LEASE <u>Wasinger C</u>		WELL # <u>17</u>		LOCATION <u>Hwy 5 N to Round Hill Rd, W-40</u>		COUNTY <u>Fellis</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)							

CONTRACTOR American Energy #2  
 TYPE OF JOB Production Both ends  
 HOLE SIZE 5 1/2 T.D. 7140  
 CASING SIZE 4 1/2 DEPTH 3708  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL DL - 4 1/2" 51.0 DEPTH 1345  
 PRES. MAX \_\_\_\_\_ MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT 4.4  
 CEMENT LEFT IN CSG. 4.2  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 55 H<sub>2</sub>O mixed

OWNER Same

CEMENT AMOUNT ORDERED 125 SK, ASC 10905, 2 1/2 gal 5# Cement

COMMON	@	
POZMIX	@	
GEL	@	
CHLORIDE	@	
ASC <u>125</u>	@	<u>19.00</u> <u>2375.00</u>
<u>500 gal</u>	@	<u>23.00</u> <u>11500.00</u>
<u>Cement</u>	@	<u>2.89</u> <u>556.00</u>
<u>W.F. ATT.</u>	@	<u>1.27</u> <u>635.00</u>
HANDLING <u>159.267 CF</u>	@	<u>2.10</u> <u>334.46</u>
MILEAGE <u>2 1/2 miles @ 6.98</u>		<u>725.00</u>
<b>TOTAL</b>		<b>4923.46</b>

**EQUIPMENT**

PUMP TRUCK CEMENTER Alan  
 # 377 HELPER Wayne  
 BULK TRUCK  
 # 386 DRIVER ET  
 BULK TRUCK  
 # 511 DRIVER Kevin W ~ Don

**REMARKS:**

MVWRT - 1.0 P. 10 BRL H. 0. 12 BBL WFT  
DEBL H. 0. 125 SK, ASC 10905, 2 1/2 gal 5#  
Cement - Wasinger / 500 gal / 100 gal / 55 BBL  
H. 0. 12 BBL WFT. Land P. 100 gal  
W. 1.0 P. 10 BRL H. 0. 12 BBL WFT.  
Tool joint 7.00 P. 10 BRL H. 0. 12 BBL WFT.  
1.0 P. 10 BRL H. 0. 12 BBL WFT.  
Tool opened @ 800 PSI.

**SERVICE**

DEPTH OF JOB		
PUMP TRUCK CHARGE		<u>2225.00</u>
EXTRA FOOTAGE	@	
MILEAGE <u>45 miles</u>	@	<u>315.00</u>
MANIFOLD & Head	@	<u>200.00</u>
<u>Catalytic Converter 45 miles</u>	@	<u>180.00</u>

CHARGE TO: Wm K. Ferry  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**CONFIDENTIAL**

AUG-31-2014

TOTAL 2920.00

**PLUG & FLOAT EQUIPMENT**

<u>DL tool</u>		<u>4921.00</u>
<u>Rock bar shoe</u>	@	<u>2216.00</u>
<u>Sawtooths</u>	@	<u>2400.00</u>
<u>Lock bars</u>	@	<u>1180.00</u>
<u>Turbid shoe</u>	@	<u>160.00</u>
<u>Batch Pump Assembly</u>	@	<u>277.00</u>

TOTAL 11754.00

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 Beren

SALES TAX (If Any) \_\_\_\_\_  
 TOTAL CHARGES \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_  
**RECEIVED**  
 AUG 31 2014  
**KCC WICHITA**

## 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 OIL & GAS SERVICES, LLC 056470

Federal Tax I.D. # 22-5075804

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

SERVICE POINT:  
Russell KS

DATE <u>8-1-12</u>	SEC. <u>2.8</u>	TWP. <u>11</u>	RANGE <u>18</u>	CALLED OUT	ON LOCATION	JOB START <u>AM</u>	JOB FINISH <u>AM</u>
LEASE <u>Wasinger</u>		WELL # <u>17</u>		LOCATION <u>Hays 10 W bl. into</u>		COUNTY <u>Ellis</u>	STATE <u>KS</u>
OLD OR NEW (Circle one)							

CONTRACTOR American Eagle # 2  
 TYPE OF JOB surface  
 HOLE SIZE 12 1/4 T.D. 255  
 CASING SIZE 8 5/8 23" DEPTH 253  
 TUBING SIZE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 DRILL PIPE \_\_\_\_\_ DEPTH \_\_\_\_\_  
 TOOL \_\_\_\_\_ DEPTH \_\_\_\_\_  
 PRES. MAX 250# MINIMUM \_\_\_\_\_  
 MEAS. LINE \_\_\_\_\_ SHOE JOINT \_\_\_\_\_  
 CEMENT LEFT IN CSG. 15'  
 PERFS. \_\_\_\_\_  
 DISPLACEMENT 15.15 hbl

OWNER \_\_\_\_\_  
 CEMENT  
 AMOUNT ORDERED 170 com 39% CC 29% gel  
 COMMON 170 @ \_\_\_\_\_  
 POZMIX \_\_\_\_\_ @ \_\_\_\_\_  
 GEL 3 @ \_\_\_\_\_  
 CHLORIDE 6 @ \_\_\_\_\_  
 ASC \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 HANDLING 179 @ \_\_\_\_\_  
 MILEAGE 12 tr. miles  
 TOTAL \_\_\_\_\_

**EQUIPMENT**

PUMP TRUCK CEMENTER Galeon Co. Robert Y.  
 # 417 HELPER Wendy D  
 BULK TRUCK  
 # 410 DRIVER Kevin R.  
 BULK TRUCK  
 # \_\_\_\_\_ DRIVER \_\_\_\_\_

**REMARKS:**  
run to new joints of 8 5/8 23" surface pipe  
receive circulation cement with 170  
com 39% CC 29% gel and displace 15.15 hbl  
shot is at 250'  
Cement Did Circulate  
Thanks

CHARGE TO: WM K's Energy Resources  
 STREET \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**SERVICE**

DEPTH OF JOB \_\_\_\_\_  
 PUMP TRUCK CHARGE \_\_\_\_\_  
 EXTRA FOOTAGE \_\_\_\_\_ @ \_\_\_\_\_  
 MILEAGE 12 HVMT @ \_\_\_\_\_  
 MANIFOLD 12 LUMT @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_  
 \_\_\_\_\_ @ \_\_\_\_\_

**CONFIDENTIAL**  
 AUG 30 2014  
**KCC** & FLOAT EQUIPMENT

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 Robt Wagoner  
 SIGNATURE Robt Wagoner

TOTAL \_\_\_\_\_  
 SALES TAX (If Any) \_\_\_\_\_  
 TOTAL CHARGES \_\_\_\_\_  
 DISCOUNT \_\_\_\_\_  
 RECEIVED  
 IF PAID IN 30 DAYS  
 AUG 31 2012  
 KCC WICHITA

## 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.