

**CONFIDENTIAL**

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**ORIGINAL**

2/28/09

Form AGO-1  
September 1999  
Form Must Be Typed

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

Operator: License # 34038  
 Name: Flatirons Resources LLC  
 Address: 1999 Broadway, Suite 1415  
 City/State/Zip: Denver Colorado 80202  
 Purchaser: Coffeyville Resources  
 Operator Contact Person: Jeffery Jones  
 Phone: (303) 292-3902  
 Contractor: Name: American Eagle Drilling, LLC  
 License: 33493  
 Wellsite Geologist: Marc Downing  
 Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  SWD  SLOW  Temp. Abd.  
 Gas  ENHR  SIGW  
 Dry  Other (Core, WSW, Expl., Cathodic, 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./SWD  
 Plug Back \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_  
 Commingled \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Dual Completion \_\_\_\_\_ Docket No. \_\_\_\_\_  
 Other (SWD or Enhr.?) \_\_\_\_\_ Docket No. \_\_\_\_\_  

12/5/2007	12/12/2007	2/12/2008
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

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FEB 28 2008  
KCC

KANSAS CORPORATION COMMISSION  
RECEIVED  
FEB 03 2009  
WICHITA, KS

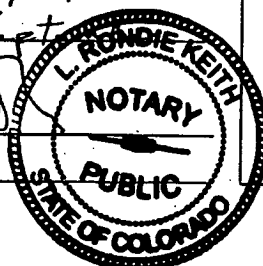
API No. 15 - 065-23377-0000  
 County: Graham  
 C W/2 SE SE Sec. 10 Twp. 8 S. R. 22  East  West  
600 feet from (S) N (circle one) Line of Section  
900 feet from (E) W (circle one) Line of Section  
 Footages Calculated from Nearest Outside Section Corner:  
 (circle one) NE SE NW SW  
 Lease Name: Rush Trust Well #: 44-10  
 Field Name: Wildcat  
 Producing Formation: Lansing KC  
 Elevation: Ground: 2332 Kelly Bushing: 2336  
 Total Depth: 3990 Plug Back Total Depth: 3961  
 Amount of Surface Pipe Set and Cemented at 266 Feet  
 Multiple Stage Cementing Collar Used?  Yes  No  
 If yes, show depth set 2009 Feet  
 If Alternate II completion, cement circulated from 2009  
 feet depth to surface w/ 260 Alt Z-Dig - 3/20/09 sx cmt.

**Drilling Fluid Management Plan**  
 (Data must be collected from the Reserve Pit)  
 Chloride content \_\_\_\_\_ ppm Fluid volume 180 bbls  
 Dewatering method used evaporation  
 Location of fluid disposal if hauled offsite: \_\_\_\_\_  
 Operator Name: H & C Oil Operating, Inc.  
 Lease Name: Waller License No.: 8914  
 Quarter NW Sec. 3 Twp. 7 S. R. 20  East  West  
 County: Rooks Docket No.: D-24,512

**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.

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: Managing Director Date: 9/15/08  
 Subscribed and sworn to before me this 15<sup>th</sup> day of Sept  
20 08  
 Notary Public: [Signature]  
 Date/Commission Expires: 3-28-10



**KCC Office Use ONLY**

Letter of Confidentiality Received  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received **RECEIVED**  
 UIC Distribution KANSAS CORPORATION COMMISSION

**MAR 03 2008**

CONSERVATION DIVISION  
WICHITA, KS

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FEB 28 2008

Operator Name: Flatirons Resources LLC

Lease Name: Rush Trust

Well #: 44-10

Sec. 10 Twp. 8 S. R. 22  East  West

County: Graham

KCC

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 copy of all Electric Wireline 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  
(Submit Copy)

List All E. Logs Run:

Microresistivity, dual compensated porosity, dual induction, borehole compensated sonic, sonic cement bond, geologic report log

Log Formation (Top), Depth and Datum  Sample

Name	Top	Datum
Anhydrite	2008	+328
Anhydrite Base	2040	+296
Topeka	3364	-1028
Heebner	3537	-1201
Toronto	3562	-1226
Lansing Kansas City	3582	-1246
Base LKC	3772	-1436
Arbuckle	3938	-1602

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#	266'	Common	175	3% CaCl + 2% gel
Production	7 7/8"	5 1/2"	15.50#	3987'	Multi-Density	175	None

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	2009 - Surface	Multi-Density	260	None

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KANSAS CORPORATION COMMISSION

FEB 09 2009

CONSERVATION DIVISION  
WICHITA, KS

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)	
		Amount and Kind of Material Used	Depth
4 spf	3837' - 3843'	500 Gal 15% MCA	3843'
4 spf	3737' - 3743'	500 Gal 15% MCA	3743'
4 spf	3723' - 3728'	500 Gal 15% MCA & 1500 Gal NE FE	3728'
CIBP	3780'		3780'

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2 7/8"	3774'		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr. 2/12/2008		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.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	80	0	10		38

Disposition of Gas METHOD OF COMPLETION

Production Interval

Vented  Sold  Used on Lease  
(If vented, Submit ACO-18.)

Open Hole  Perf.  Dually Comp.  Commingled  
 Other (Specify)

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KANSAS CORPORATION COMMISSION

MAR 03 2008

CONSERVATION DIVISION  
WICHITA, KS

# ALLIED CEMENTING CO., LLC. 034940

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

SERVICE POINT:

Russell KS

DATE <u>11-6-08</u>	SEC. <u>15</u>	TWP. <u>6</u>	RANGE <u>22</u>	CALLED OUT	ON LOCATION	JOB START <u>12:15am</u>	JOB FINISH <u>12:45am</u>
LEASE <u>Rush Trust</u>	WELL # <u>31-15</u>		LOCATION <u>Hill City KS 13 N to DD Rd</u>			COUNTY <u>Graham</u>	STATE <u>KS</u>
OLD OR <input checked="" type="radio"/> NEW (Circle one)			<u>5 East to 320 Rd South into.</u>				

CONTRACTOR American Eagle Rig #3

OWNER

TYPE OF JOB Surface

HOLE SIZE <u>12 1/4</u>	T.D. <u>264</u>
CASING SIZE <u>8 3/8 23#</u>	DEPTH <u>264</u>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX	MINIMUM
MEAS. LINE	SHOE JOINT
CEMENT LEFT IN CSG. <u>15'</u>	
PERFS.	
DISPLACEMENT <u>15.85 bbl</u>	

CEMENT

AMOUNT ORDERED 175 Com 3% CC 2 1/2 Gal

EQUIPMENT

PUMP TRUCK # <u>409</u>	CEMENTER <u>John Roberts</u>
BULK TRUCK # <u>473</u>	HELPER <u>Travis</u>
BULK TRUCK #	DRIVER <u>Chad</u>
BULK TRUCK #	DRIVER

COMMON	<u>175</u>	@	<u>13.50</u>	<u>2362.50</u>
POZMIX		@		
GEL	<u>3</u>	@	<u>20.25</u>	<u>60.75</u>
CHLORIDE	<u>6</u>	@	<u>51.50</u>	<u>309.00</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>184</u>	@	<u>2.25</u>	<u>414.00</u>
MILEAGE	<u>110.56/mile</u>			<u>828.00</u>
TOTAL				<u>3974.25</u>

REMARKS:

Est Circulation Mix 175 sk cement

SERVICE

Displace w/ 15.85 bbl H2O.

Cement Did Circulate  
10 sk cement back to pit

DEPTH OF JOB			
PUMP TRUCK CHARGE			<u>991.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>45</u>	@	<u>7.00</u>
MANIFOLD		@	
		@	
		@	

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CHARGE TO: Flatirons Resources LLC. KANSAS CORPORATION COMMISSION

STREET

FEB 09 2009

TOTAL 1306.00

CITY STATE ZIP

CONSERVATION DIVISION  
WICHITA, KS

PLUG & FLOAT EQUIPMENT

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.

	@		
	@		
<u>8 3/8 Wooden Plug</u>	@		<u>66.00</u>
	@		
	@		
TOTAL <u>66.00</u>			

SALES TAX (If Any)

TOTAL CHARGES

PRINTED NAME Derby Keever

DISCOUNT IF PAID IN 30 DAYS

SIGNATURE

Derby Keever

## 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.

# ALLIED CEMENTING CO., LLC. 34854

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

SERVICE POINT: Russell

DATE <u>11-13-08</u>	SEC. <u>15</u>	TWP. <u>6</u>	RANGE <u>22</u>	CALLED OUT	ON LOCATION	JOB START <u>8:30 am</u>	JOB FINISH <u>9:50 am</u>
LEASE <u>Rush Trust</u>	WELL # <u>31-15</u>	LOCATION <u>Hill City 130 DA RD</u>			COUNTY <u>Graham</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>				<u>SE 320 rd Sinto</u>			

CONTRACTOR American Eagle

TYPE OF JOB DW Job

HOLE SIZE 7-7/8 T.D. 3843

CASING SIZE 5 1/2 15.5 DEPTH 3838

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

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

TOOL D Tool #46 DEPTH 1959

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

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

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

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

DISPLACEMENT 46.6 BL

EQUIPMENT \_\_\_\_\_

PUMP TRUCK # 417 CEMENTER Craig/Sharp

BULK TRUCK # 482 DRIVER Jeff G.B.

HELPER Matt

DRIVER \_\_\_\_\_

OWNER \_\_\_\_\_

CEMENT AMOUNT ORDERED 425 60/40 60/60 L  
1/4 #10

COMMON	<u>255</u>	@	<u>13.50</u>	<u>3442.50</u>
POZMIX	<u>170</u>	@	<u>7.55</u>	<u>1283.50</u>
GEL	<u>26</u>	@	<u>20.25</u>	<u>526.50</u>
CHLORIDE		@		
ASC		@		
Flo Seal 106 lbs 4 bags		@	<u>2.45 lb</u>	<u>259.70</u>
<b>RECEIVED</b>				
KANSAS CORPORATION COMMISSION				
<b>FEB 09 2009</b>				
CONSERVATION DIVISION				
WICHITA KS				
HANDLING	<u>455 SK</u>	@	<u>2.25</u>	<u>1023.75</u>
MILEAGE	<u>.10/SK/mile</u>		<u>45m</u>	<u>2047.50</u>
				TOTAL <u>8583.45</u>

REMARKS:  
Rathole 30sk  
They landed 2200 ps.  
Cement Circulate.

*Thanks!*

CHARGE TO: Flat Iron

STREET \_\_\_\_\_

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

SERVICE

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

PUMP TRUCK CHARGE \_\_\_\_\_ 1159.00

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

MILEAGE \_\_\_\_\_ @ \_\_\_\_\_

MANIFOLD \_\_\_\_\_ @ \_\_\_\_\_

TOTAL 1159.00

PLUG & FLOAT EQUIPMENT

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_ @ \_\_\_\_\_

TOTAL \_\_\_\_\_

To Allied Cementing Co., LLC.  
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PRINTED NAME \_\_\_\_\_

SIGNATURE Charles P Ramsey

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.

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.

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(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. 34853

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

SERVICE POINT: Russell

DATE <u>11-13-08</u>	SEC. <u>15</u>	TWP. <u>#6</u>	RANGE <u>22</u>	CALLED OUT	ON LOCATION	JOB START <u>6:00pm</u>	JOB FINISH <u>7:00pm</u>
LEASE <u>Rush Trust</u>		WELL # <u>31-15</u>		LOCATION <u>Hill City 130 DRD</u>		COUNTY <u>Cochran</u>	STATE <u>KS</u>
OLD OR NEW (Circle one) <u>NEW</u>				<u>SE 320 RD Sinto</u>			

CONTRACTOR American Eagle OWNER \_\_\_\_\_

TYPE OF JOB DV Job

HOLE SIZE 7 7/8 T.D. 3843 CEMENT AMOUNT ORDERED 180 Com 10% Salt

CASING SIZE 5 1/2 IS. 50# DEPTH 3838 500gal WFR-2

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

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

TOOL DV Tool #46 DEPTH 1959

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

MEAS. LINE \_\_\_\_\_ SHOE JOINT 19.95

CEMENT LEFT IN CSG. 19.75

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

DISPLACEMENT 90.8 BL

EQUIPMENT \_\_\_\_\_

PUMP TRUCK CEMENTER Craig/Shane

# 417 HELPER Marr

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

# 396 DRIVER Neale

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

# \_\_\_\_\_ DRIVER \_\_\_\_\_

**REMARKS:**

Insert set @ 3818.05  
Plug landed 1500 p.s.; release - JRF  
Insert opened @ 800 p.s.;

Thanks!

CHARGE TO: Flat Iron

STREET \_\_\_\_\_

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

COMMON	<u>180</u>	@	<u>13.50</u>	<u>2430.00</u>
POZMIX		@		
GEL		@		
CHLORIDE		@		
ASC		@		
<u>500gal WFR-2</u>	<u>500gal</u>	@	<u>1.10gal</u>	<u>550.00</u>
<u>Salt</u>	<u>57</u>	@	<u>21.25</u>	<u>1198.75</u>
<b>RECEIVED</b>				
KANSAS CORPORATION COMMISSION				
<b>FEB 09 2009</b>				
CONSERVATION DIVISION				
WICHITA KS				
HANDLING	<u>787 SIC</u>	@	<u>2.25</u>	<u>420.75</u>
MILEAGE	<u>.10/SK/mile</u>			<u>891.50</u>
				<b>TOTAL</b> <u>4391.00</u>

**SERVICE**

DEPTH OF JOB				
PUMP TRUCK CHARGE				<u>1957.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>45</u>	@	<u>7.00</u>	<u>315.00</u>
MANIFOLD		@		
		@		

TOTAL 2272.00

**PLUG & FLOAT EQUIPMENT**

<u>DV Tool Larson</u>				<u>4380.00</u>
<u>8 Centralizers Red</u>	@	<u>55.00</u>		<u>440.00</u>
<u>2 Baskets Red</u>	@	<u>181.00</u>		<u>362.00</u>
<u>1 AFU Float shoe Blue</u>	@	<u>362.00</u>		<u>362.00</u>
<u>1 Latch down Assembly Red</u>	@	<u>449.00</u>		<u>449.00</u>

TOTAL 5993.00

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 \_\_\_\_\_

SIGNATURE Chad Ramsey

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

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

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

## 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.