

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32798
Name: Hart Energies, L.L.C.
Address 1: 6903 So. 78th East Avenue
Address 2: _____
City: Tulsa State: OK Zip: 74133 + _____
Contact Person: William G. Hart
Phone: (918) 633-4161

API No. 15 - 095-22158 - 0000
Spot Description: _____
S/2 S/2 SE SW Sec. 31 Twp. 30 S. R. 9 East West
70 Feet from North / South Line of Section
1980 Feet from East / West Line of Section

CONTRACTOR: License # 33789
Name: D&B Drilling
Wellsite Geologist: William G. Hart
Purchaser: West Wichita Gas Gathering

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CONSERVATION DIVISION
WICHITA, KS

Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Kingman
Lease Name: Robinson Unit Well #: 1
Field Name: Spivey Grabbs
Producing Formation: Mississippian Chert

Designate Type of Completion:
 New Well Re-Entry Workover
 Oil SWD SIOW
 Gas ENHR SIGW
 CM (Coal Bed Methane) Temp. Abd.
 Dry Other _____
(Core, WSW, Expl., Cathodic, etc.)

Elevation: Ground: 1648' Kelly Bushing: 1651'
Total Depth: 4500' Plug Back Total Depth: 4499'
Amount of Surface Pipe Set and Cemented at: 216 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: n.a. Feet
If Alternate II completion, cement circulated from: n.a.
feet depth to: _____ w/ _____ sx cmt.

If Workover/Re-entry: Old Well Info as follows:
Operator: n.a.
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to Enhr. Conv. to SWD
 Plug Back: _____ Plug Back Total Depth _____
 Commingled Docket No.: _____
 Dual Completion Docket No.: _____
 Other (SWD or Enhr.?) Docket No.: _____
7/26/08 8/4/08 9/5/08
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

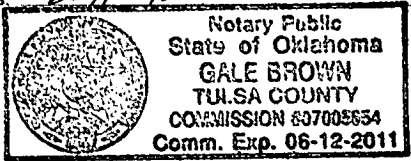
Drilling Fluid Management Plan Air I Nue 10-7-09
(Data must be collected from the Reserve Pit)
Chloride content: unknown ppm Fluid volume: <100 bbls
Dewatering method used: vacuum clear liquids; air dry; backfill
Location of fluid disposal if hauled offsite: _____
Operator Name: Hart Energies, LLC
Lease Name: Martyne SWDW License No.: 32798
Quarter SE Sec. 2 Twp. 31S S. R. 10W East West
County: Barber Docket No.: D-28465

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: William G. Hart
Title: member, Hart Energies, LLC Date: Sept. 22, 2009
Subscribed and sworn to before me this 22nd day of Sept.
20 09
Notary Public: Gale Brown
Date Commission Expires: 6-11-12

KCC Office Use ONLY
 Letter of Confidentiality Received
 If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution



Operator Name: Hart Energies, L.L.C. Lease Name: Robinson Unit Well #: 1
 Sec. 31 Twp. 30 S. R. 9 East West County: Kingman

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 <i>(Attach Additional Sheets)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Heebner	3492' -1829
Electric Log Run <i>(Submit Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lansing	3707' -2041
List All E. Logs Run:	<u>DIL, MEL, CMC/COL</u>	Mississippian Chert	4370' -2707
		Base Chert	4430' -2767

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	12.25	8 5/8		216	60/40 poz	175	3%cc 2% gel
Production	7.875	5 1/2	15.5	4499	asc	125 asc	5# flowseal; 5%fl160

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	none			

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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)	Depth
6	4371-4373	Acidize: 2000 gals 15% HCl, 20 gals FE-1	4371-95
1	4373-4395	Frac: 7234 bbls, 1123,470 lbs sand	4371-95
		average treating pressure: 1100#	

TUBING RECORD: Size: <u>2 7/8"</u>		Set At: <u>4200'</u>	Packer At: <u>none</u>	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. <u>November 3, 2008</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>trace</u>	Gas Mcf <u>100</u>	Water Bbls. <u>60</u>	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input checked="" type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>Mississippian Chert</u> <u>4373' - 4395'</u>
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



ALLIED

CEMENTING CO., LLC
Cementing & Acidizing Services

INVOICE

24 S. Lincoln Street
P.O. Box 31
Russell, KS 67665-2906

Voice: (785) 483-3887
Fax: (785) 483-5566

Invoice Number: 115268

Invoice Date: Jul 26, 2008

Page: 1

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SEP 24 2009

CONSERVATION DIVISION
WICHITA, KS

Bill To:
Hart Energies, LLC
11051 S. Memorial
STE 200
Tulsa, OK 74133

Customer ID	Well Name# or Customer P.O.	Payment Terms	
HartE	Robinson Unit #1	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS2	Medicine Lodge	Jul 26, 2008	8/25/08

Quantity	Item	Description	Unit Price	Amount
105.00	MAT	Class A Common	15.45	1,622.25
70.00	MAT	Pozmix	8.00	560.00
3.00	MAT	Gel	20.80	62.40
6.00	MAT	Chloride	58.20	349.20
65.00	MAT	Sugar	1.27	82.55
184.00	SER	Handling	2.40	441.60
20.00	SER	Mileage 184 sx @.10 per sk per mi	18.40	368.00
1.00	SER	Surface	1,018.00	1,018.00
20.00	SER	Mileage Pump Truck	7.00	140.00
1.00	SER	Head Rental	113.00	113.00
1.00	EQP	Wooden plug	68.00	68.00

Handwritten: 12 195
8164

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$ 102.50

ONLY IF PAID ON OR BEFORE

Aug 25, 2008

Subtotal	4,825.00
Sales Tax	145.45
Total Invoice Amount	4,970.45
Payment/Credit Applied	
TOTAL	4,970.45

ALLIED CEMENTING CO., LLC. 34225

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

SERVICE POINT:
Medicine Lodge, KS.

DATE <u>7-26-08</u>	SEC. <u>31</u>	TWP. <u>30S</u>	RANGE <u>4W</u>	CALLED OUT <u>12:00 PM</u>	ON LOCATION <u>2:00 PM</u>	JOB START <u>7:30 AM</u>	JOB FINISH <u>8:00 PM</u>
Robinson unit LEASE	WELL # <u>1</u>	LOCATION <u>Ridge Rd, E to Co-Line, N to 10.</u>			COUNTY <u>Kingman</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>			LINE, <u>N/E INTO</u>				

CONTRACTOR D4B Drilling
 TYPE OF JOB SURFACE
 HOLE SIZE 12 1/4" T.D. 220'
 CASING SIZE 8 5/8" 20# DEPTH 218'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX 300 MINIMUM 100
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 10' By Request
 PERFS. _____
 DISPLACEMENT 12 3/4 BBL Fresh

OWNER HART Energies, LLC
 CEMENT
 AMOUNT ORDERED 175 5x 60', 40' 2 + 3 2cc
65# Sugar

EQUIPMENT

PUMP TRUCK CEMENTER Thomas Dumarow
 # 360 HELPER Greg K.
 BULK TRUCK
 # 368 DRIVER Adam A.
 BULK TRUCK
 # _____ DRIVER _____

COMMON	<u>105</u>	<u>A</u>	@	<u>15.45</u>	<u>1622.25</u>
POZMIX	<u>70</u>		@	<u>8.00</u>	<u>560.00</u>
GEL	<u>3</u>		@	<u>20.80</u>	<u>62.40</u>
CHLORIDE	<u>6</u>		@	<u>58.20</u>	<u>349.20</u>
ASC			@		
<u>Sugar</u>	<u>65</u>		@	<u>1.27</u>	<u>82.55</u>
RECEIVED KANSAS CORPORATION COMMISSION SEP 24 2009 CONSERVATION DIVISION WICHITA, KS					
HANDLING	<u>184</u>		@	<u>2.40</u>	<u>441.60</u>
MILEAGE	<u>20 X 184 X .10</u>		@		<u>368.00</u>
					TOTAL <u>3486.00</u>

REMARKS:

Pipe on Bottom, break circulation, pump cement 175 5x 60', 40' 2 + 3 2cc, stop pumps Release plug start Displacement, see list stop pumps + shut in, Displaced w/ 12 3/4 BBL Fresh water, Cement circulated to surface

Thank you

CHARGE TO: HART Energies, LLC
 STREET _____
 CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB	<u>218'</u>			
PUMP TRUCK CHARGE				<u>1018.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>20</u>	@	<u>7.00</u>	<u>140.00</u>
MANIFOLD		@		
<u>Head Rental</u>	<u>1</u>	@	<u>113.00</u>	<u>113.00</u>
TOTAL <u>1271.00</u>				

8 5/8"

PLUG & FLOAT EQUIPMENT

<u>wooder Plug</u>	<u>1</u>	@	<u>68.00</u>	<u>68.00</u>
		@		
		@		
		@		
		@		
TOTAL <u>68.00</u>				

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 Lyle Cason

SIGNATURE Lyle Cason

SALES TAX (If Any) _____
 TOTAL CHARGES ~~3486.00~~
 DISCOUNT IF PAID IN 30 DAYS

ANY APPLICABLE TAX
WILL BE CHARGED
UPON INVOICING

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, and "CUSTOMER" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "Merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—SERVICE CONDITIONS AND LIABILITIES:

1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES:

1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.



ALLIED

CEMENTING CO., LLC
Cementing & Acidizing Services

INVOICE

24 S. Lincoln Street
P.O. Box 31
Russell, KS 67665-2906

Voice: (785) 483-3887
Fax: (785) 483-5566

Invoice Number: 115428
Invoice Date: Aug 4, 2008
Page: 1

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CONSERVATION DIVISION
WICHITA, KS

Bill To:
Hart Energies, LLC 11051 S. Memorial STE 200 Tulsa, OK 74133

Customer ID	Well Name# or Customer P.O.	Payment Terms	
HartE	Robinson Unit #1	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS2	Medicine Lodge	Aug 4, 2008	9/3/08

Quantity	Item	Description	Unit Price	Amount
15.00	MAT	Class A Common	15.45	231.75
10.00	MAT	Pozmix	8.00	80.00
1.00	MAT	Gel	20.80	20.80
125.00	MAT	ASC Class A	18.60	2,325.00
625.00	MAT	Kol Seal	0.89	556.25
59.00	MAT	FL-160	13.30	784.70
500.00	MAT	Mud Clean	1.27	635.00
12.00	MAT	Cla Pro	31.25	375.00
187.00	SER	Handling	2.40	448.80
20.00	SER	Mileage 187 sx @.10 per sk per mi	18.70	374.00
1.00	SER	Production Casing	2,185.00	2,185.00
20.00	SER	Mileage Pump Truck	7.00	140.00
1.00	SER	Head Rental	113.00	113.00
1.00	EQP	Guide Shoe	192.00	192.00
1.00	EQP	AFU Insert	293.00	293.00
6.00	EQP	Centralizers	57.00	342.00
1.00	EQP	Rubber Plug	74.00	74.00

PO 9/2
8019

ALL PRICES ARE NET, PAYABLE
30 DAYS FOLLOWING DATE OF
INVOICE. 1 1/2% CHARGED
THEREAFTER. IF ACCOUNT IS
CURRENT, TAKE DISCOUNT OF

\$ 917.03

ONLY IF PAID ON OR BEFORE

Sep 3, 2008

Subtotal	9,170.30
Sales Tax	313.20
Total Invoice Amount	9,483.50
Payment/Credit Applied	
TOTAL	9,483.50

ALLIED CEMENTING CO., LLC.

31285

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

SERVICE POINT:

Medicine Lodge
8-5-09

DATE <u>8-4-09</u>	SEC <u>31</u>	TWP. <u>30S</u>	RANGE <u>9W</u>	CALLED OUT <u>6:00 pm</u>	ON LOCATION <u>9:30pm</u>	JOB START <u>2:30pm</u>	JOB FINISH <u>8:30am</u>
LEASE <u>Robinson Unit</u>	WELL # <u>1</u>	LOCATION <u>Ridge Rd, E to County</u>			COUNTY <u>Kingsman</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)		line, N to County line, E into					

CONTRACTOR D & B #1 OWNER Hart Energy

TYPE OF JOB Production

HOLE SIZE 7 7/8 T.D. 4500

CASING SIZE 5 1/2 DEPTH 4511

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT 29

CEMENT LEFT IN CSG. 29

PERFS.

DISPLACEMENT 109 bbbls @ 2% KCL w/92oz

CEMENT

AMOUNT ORDERED 25 sk 60140:4% Col

125 sk ASC + 5 sk Koi 9091 + .5% FL-60

12 gal. 019pro, 500 glo. Mud Clean

COMMON	<u>15 A</u>	@	<u>15.45</u>	<u>231.75</u>
POZMIX	<u>10</u>	@	<u>8.00</u>	<u>80.00</u>
GEL	<u>1</u>	@	<u>20.80</u>	<u>20.80</u>
CHLORIDE		@		
ASC	<u>125</u>	@	<u>18.60</u>	<u>2325.00</u>
	<u>Koi SEAL 625 #</u>	@	<u>.89</u>	<u>556.25</u>
	<u>FL-160 59 #</u>	@	<u>13.30</u>	<u>784.70</u>
	<u>Mud Clean 500 gl</u>	@	<u>1.27</u>	<u>635.00</u>
	<u>ClA Pro 12 gl.</u>	@	<u>31.25</u>	<u>375.00</u>

EQUIPMENT

PUMP TRUCK CEMENTER Darin F

343 HELPER Stew K.

BULK TRUCK

381 DRIVER Donald H.

BULK TRUCK

DRIVER

HANDLING	<u>187</u>	@	<u>2.40</u>	<u>448.80</u>
MILEAGE	<u>20 X 187 X .10</u>			<u>374.00</u>
			TOTAL	<u>5831.30</u>

REMARKS:

Pipe on bottom & break circulation
Pump 3 bbbls fresh water, 500 gal mud
clean, 3 bbbls fresh water, mix 25 sk of
Cement for rat mouse hole, mix 125 sk
of cement, shut down, wash pump lines
& reless + plug, start displacement, lift
pressure at 96 bbbls, slow run to 3 bpm
at 96 bbbls, bump plug at 109 bbbls
600-1100 psi, lost did not hold

SERVICE

DEPTH OF JOB	<u>4511</u>			
PUMP TRUCK CHARGE				<u>2185.00</u>
EXTRA FOOTAGE		@		
MILEAGE	<u>20</u>	@	<u>7.00</u>	<u>140.00</u>
MANIFOLD		@		
	<u>RECEIVED</u>	@	<u>113.00</u>	<u>113.00</u>
	<u>KANSAS CORPORATION COMMISSION</u>	@		

SEP 24 2009

TOTAL 2438.00

CONSERVATION DIVISION
WICHITA, KS

PLUG & FLOAT EQUIPMENT

5 1/2

1- Guide Shoe	@	<u>192.00</u>	<u>192.00</u>
1- AFU Insert	@	<u>293.00</u>	<u>293.00</u>
6- Cementizers	@	<u>57.00</u>	<u>342.00</u>
1- Rubber Plug	@	<u>74.00</u>	<u>74.00</u>

TOTAL 901.00

SALES TAX (If Any) _____

TOTAL CHARGES ~~2438.00~~

DISCOUNT IF PAID IN 30 DAYS

CHARGE TO: Hart Energy

STREET _____

CITY _____ STATE _____ ZIP _____

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 x Lyle Cason

SIGNATURE x Lyle Cason

ANY APPLICABLE TAX
WILL BE CHARGED
UPON INVOICING

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.