

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
June 2009

Form Must Be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32798
Name: Hart Energies, LLC
Address 1: 6903 S. 78th E. Ave.
Address 2: _____
City: Tulsa State: OK Zip: 74133 + _____
Contact Person: William G. Hart
Phone: (918) 633-4161
CONTRACTOR: License # 33793
Name: H2 Drilling, LLC
Wellsite Geologist: William G. Hart
Purchaser: West Wichita Gas Gathering

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

If Workover/Re-entry: Old Well Info as follows:
Operator: N/A
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
 Deepening Re-perf. Conv. to ENHR Conv. to SWD
 Conv. to GSW
 Plug Back: _____ Plug Back Total Depth _____
 Commingled Permit #: _____
 Dual Completion Permit #: _____
 SWD Permit #: _____
 ENHR Permit #: _____
 GSW Permit #: _____
3/24/10 4/4/10 4/28/10
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 007-23506-00-00
Spot Description: _____
_____ SE SW Sec. 22 Twp. 34 S. R. 10 East West
660 Feet from North / South Line of Section
1,980 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Barber
Lease Name: Griffin Well #: 1
Field Name: Wildcat
Producing Formation: Mississippian
Elevation: Ground: 1328 Kelly Bushing: 1337
Total Depth: 5232 Plug Back Total Depth: 5230
Amount of Surface Pipe Set and Cemented at: 211 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: _____ Feet
If Alternate II completion, cement circulated from: N/A
feet depth to: _____ w/ _____ sx cmf.

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit)
Chloride content: unknown ppm Fluid volume: _____ bbls
Dewatering method used: Vacuum clear liquids air dry
Location of fluid disposal if hauled offsite:
Operator Name: Hart Energies, LLC
Lease Name: Knorp Farms License #: 32798
Quarter NW Sec. 27 Twp. 34 S. R. 10 East West
County: Barber Permit #: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

AFFIDAVIT

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: William G. Hart
Title: Mgr. HART Energies LLC Date: 10/5/10

KCC Office Use ONLY

Letter of Confidentiality Received
Date: _____
 Confidential Release Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by: Disg Date: 10/14/10

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Operator Name: Hart Energies, LLC Lease Name: Griffin Well #: 1
 Sec. 22 Twp. 34 S. R. 10 East West County: Barber

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

| | | | | | | | | | | | | | | | | | | | |
|---|--|-------|-----|-------|------|------|-------|--------|------|-------|-----|------|-------|-------|------|-------|---------|------|-------|
| Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run: CNL, CDL, DIL, CBL-CCL | <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>Miss</td> <td>4650</td> <td>-3313</td> </tr> <tr> <td>K'hook</td> <td>4933</td> <td>.3596</td> </tr> <tr> <td>Maq</td> <td>5016</td> <td>-3679</td> </tr> <tr> <td>Viola</td> <td>5074</td> <td>-3737</td> </tr> <tr> <td>Simpson</td> <td>5160</td> <td>-3823</td> </tr> </table> | Name | Top | Datum | Miss | 4650 | -3313 | K'hook | 4933 | .3596 | Maq | 5016 | -3679 | Viola | 5074 | -3737 | Simpson | 5160 | -3823 |
| Name | Top | Datum | | | | | | | | | | | | | | | | | |
| Miss | 4650 | -3313 | | | | | | | | | | | | | | | | | |
| K'hook | 4933 | .3596 | | | | | | | | | | | | | | | | | |
| Maq | 5016 | -3679 | | | | | | | | | | | | | | | | | |
| Viola | 5074 | -3737 | | | | | | | | | | | | | | | | | |
| Simpson | 5160 | -3823 | | | | | | | | | | | | | | | | | |

| 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 | | 215 | Class A | 195 | Common, pozmix, gal, chloride, sugar |
| Production | 7 7/8 | 5 1/2 | 15.5 | 5232 | Class A | 226 | see ticket |
| | | | | | | | |

| 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 | N/A | | | |
| | | | | |

| Shots Per Foot | PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated | Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i> | Depth |
|----------------|---|--|-------|
| 6 | 4651-4671 | 2000 gal 15 HCl | |
| | | | |
| | | | |
| | | | |

| | |
|---|--|
| TUBING RECORD: Size: <u>2 7/8</u> Set At: <u>4557</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>4/28/10</u> | Producing Method: <input checked="" type="checkbox"/> Flowing <input 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>1500</u> Water Bbls. <u>20</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 <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____ | PRODUCTION INTERVAL: <u>4651-4671 (Miss)</u> |
|--|--|---|

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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ALLIED CEMENTING CO., LLC. 041479

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

SERVICE POINT:
Medicine Lodge KS

| | | | | | | | |
|-------------------------|----------------|-----------------|--|------------|-------------|--------------------------|----------------------------|
| DATE <i>04 02 10</i> | SEC. <i>22</i> | TWP. <i>34s</i> | RANGE <i>10w</i> | CALLED OUT | ON LOCATION | JOB START <i>9:15 AM</i> | JOB FINISH <i>10:15 AM</i> |
| LEASE <i>GRITTA</i> | | WELL # <i>1</i> | LOCATION <i>Hazelton KS, 2s, 1/2 E, N into</i> | | | COUNTY <i>Barber</i> | STATE <i>KS</i> |
| OLD OR NEW (Circle one) | | | | | | | |

CONTRACTOR *H-2*2*
 TYPE OF JOB *Production Casing*
 HOLE SIZE *7 7/8* T.D. *5232*
 CASING SIZE *5 1/2* DEPTH *5118*
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX *1450* MINIMUM *-*
 MEAS. LINE SHOE JOINT *37.5*
 CEMENT LEFT IN CSG. *37*
 PERFS.
 DISPLACEMENT *122 Bbls 2% KCL Water*

OWNER *Hart Energy*
 CEMENT
 AMOUNT ORDERED *25sx60.40:4% gel &*
200sx "A" ASC + 5% Kalseal + .5% FC 160 &
500gals Mud clean & 13gals Clap 10

EQUIPMENT
 PUMP TRUCK CEMENTER *D. Felio*
360-265 HELPER *S. Priddy*
 BULK TRUCK
 # *353-250* DRIVER *M. Themisch*
 BULK TRUCK
 # DRIVER

| | | | | |
|----------|-----------------------------------|---|-------------------------|---------------------------|
| COMMON | <i>15</i> sx | @ | <i>15</i> ⁴⁵ | <i>231</i> ⁷⁵ |
| POZMIX | <i>10</i> sx | @ | <i>8</i> ⁰⁰ | <i>80</i> ⁰⁰ |
| GEL | <i>1</i> sx | @ | <i>20</i> ⁸⁰ | <i>20</i> ⁸⁰ |
| CHLORIDE | | @ | | |
| ASC | <i>200</i> sx | @ | <i>18</i> ⁶⁰ | <i>3720</i> ⁰⁰ |
| | <i>Kalseal 1000</i> ²⁰ | @ | <i>89</i> | <i>890</i> ⁰⁰ |
| | <i>FI-160 94</i> ²⁰ | @ | <i>13</i> ³⁰ | <i>1250</i> ²⁰ |
| | <i>500 Gals ASP</i> | @ | <i>1.25</i> | <i>625</i> ⁰⁰ |
| | <i>Clap 10 mod-clean</i> | @ | | |
| | <i>13 Gals</i> | @ | <i>31.25</i> | <i>406</i> ²⁵ |

REMARKS:

*Pipe on Bttm Break Circ., Pump Pre flush,
 Plug Rat & Mouse holes w/ 25sx60.40 cement,
 Mix 200sx "A" ASC cement, Stop Pump, Wash
 Pump & Lines, Release Plug, Start Disp. w/
 2% KCL Water, See increase in PSI, Slow Rate,
 Bump Plug at
 122 Bbls total Disp., Release PSI, Float Did
 Hold*

| | | | | |
|----------|-------------------|---|-------------|---------------------------|
| HANDLING | <i>275</i> | @ | <i>2.40</i> | <i>540</i> ⁰⁰ |
| MILEAGE | <i>225/30/.10</i> | | | <i>675</i> ⁰⁰ |
| TOTAL | | | | <i>8439</i> ⁰⁰ |

SERVICE

| | | | | |
|-------------------|--------------------|---|------------------------|---------------------------|
| DEPTH OF JOB | <i>5118</i> | | | |
| PUMP TRUCK CHARGE | | | | <i>2092</i> ⁰⁰ |
| EXTRA FOOTAGE | | @ | | |
| MILEAGE | <i>30</i> | @ | <i>7</i> ⁰⁰ | <i>210</i> ⁰⁰ |
| MANIFOLD | <i>Head rental</i> | @ | | |
| RECEIVED | | | | |

OCT 07 2010

TOTAL *2302* ⁰⁰

KCC WICHITA

PLUG & FLOAT EQUIPMENT

| | | |
|------------------------|---|--------------------------|
| <i>1-TRP</i> | @ | <i>74</i> ⁰⁰ |
| <i>1- Guide Shoe</i> | @ | <i>100</i> ⁰⁰ |
| <i>1- AFU insert</i> | @ | <i>112</i> ⁰⁰ |
| <i>2- Baskets</i> | @ | <i>161</i> ⁰⁰ |
| <i>7- Centralizers</i> | @ | <i>32</i> ²⁰ |
| TOTAL | | <i>737</i> ⁶⁰ |

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 contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME _____
 SIGNATURE *[Signature]*

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 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. 042711

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

SERVICE POINT:
Medicine Lodge KS

| | | | | | | | |
|--------------------------------|------------------|---|------------------|-----------------------------|------------------------------|----------------------------|-----------------------------|
| DATE <i>3-24-10</i> | SEC. <i>22</i> | TWP. <i>34S</i> | RANGE <i>10W</i> | CALLED OUT <i>3:00 A.M.</i> | ON LOCATION <i>4:45 A.M.</i> | JOB START <i>5:00 A.M.</i> | JOB FINISH <i>5:30 A.M.</i> |
| LEASE <i>Gr. FF in</i> | WELL # <i>#1</i> | LOCATION <i>Hazleton KS, 2S, 1/2 E,</i> | | | COUNTY <i>Barber</i> | STATE <i>K9,</i> | |
| OLD OR <u>NEW</u> (Circle one) | | <i>N/into</i> | | | | | |

CONTRACTOR *H-2*

TYPE OF JOB *Surface*

HOLE SIZE *12 1/4* T.D. *215 FT*

CASING SIZE *8 5/8* DEPTH *211 FT*

TUBING SIZE _____ DEPTH _____

DRILL PIPE *4 1/2* DEPTH *215 FT*

TOOL _____ DEPTH _____

PRES. MAX *300 PSI* MINIMUM _____

MEAS. LINE _____ SHOE JOINT *15 FT*

CEMENT LEFT IN CSG. *15 FT*

PERFS. _____

DISPLACEMENT *Fresh Water 12 1/2 BBLs,*

OWNER *Hart Energy*

CEMENT

AMOUNT ORDERED *185sx 60:40:3%Gel*

2% Gel 50# Sugar

| | | | | |
|------------------|----------------------------|---|--------------|-----------------|
| COMMON | <i>111 sx</i> | @ | <i>15.45</i> | <i>1,714.95</i> |
| POZMIX | <i>74 sx</i> | @ | <i>8.00</i> | <i>592.00</i> |
| GEL | <i>4 sx</i> | @ | <i>20.80</i> | <i>83.20</i> |
| CHLORIDE | <i>6 sx</i> | @ | <i>58.20</i> | <i>349.20</i> |
| ASC | | @ | | |
| <i>Sugar 50#</i> | | @ | <i>1.27</i> | <i>63.50</i> |
| | | @ | | |
| | | @ | | |
| | | @ | | |
| | | @ | | |
| | | @ | | |
| | | @ | | |
| HANDLING | <i>185 sx</i> | @ | <i>2.40</i> | <i>444.00</i> |
| MILEAGE | <i>185 sx x 30 x .10 =</i> | | | <i>555.00</i> |
| TOTAL | | | | <i>3,801.85</i> |

EQUIPMENT

PUMP TRUCK CEMENTER *David W.*

52 HELPER *Mark C.*

BULK TRUCK

364 DRIVER *Carl B.*

BULK TRUCK

_____ DRIVER _____

REMARKS:

Pipe on bottom Break circ Mix
185sx 60:40:2%gel + 3%cc Displace
With 12 1/2 BBLs, shot in cement
did circ

SERVICE

| | | | |
|-------------------|---------------|---|--------------------|
| DEPTH OF JOB | <i>211 FT</i> | | |
| PUMP TRUCK CHARGE | | | <i>1018.00</i> |
| EXTRA FOOTAGE | | @ | |
| MILEAGE | <i>30</i> | @ | <i>7.00 210.00</i> |
| MANIFOLD | | @ | |
| | | @ | |

RECEIVED

OCT 07 2010

KCC WICHITA

TOTAL *1,228.00*

PLUG & FLOAT EQUIPMENT

| | | |
|--|---|--|
| | @ | |
| | @ | |
| | @ | |
| | @ | |
| | @ | |

TOTAL _____

SALES TAX (If Any) _____

TOTAL CHARGES ~~_____~~

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 Carl O Jessesh*

SIGNATURE *X Carl O Jessesh*

Thank you!

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.

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—**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.