CONFIDENTIAL

OIL & GAS CONSERVATION DIVISION

Kansas Corporation Commission

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

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October 2008 Form Must Be Typed

KCC WICH!

OPERATOR: License # 5210	API No. 15 - 159-22, 595-00-00
Name: Lebsack Oil Production, Inc.	Spot Description:
Address 1: Box 489, Hays, KS 67601	N/2. SE NE Sec. 33 Twp. 20 S. R. 10 East X West
Address 2: Box 354, Classe, MS 17524	1650 Feet from X North / South Line of Section
City: <u>Chase</u> State: <u>KS</u> Zip: <u>67524</u> +	660 Feet from 🕱 East / 🗌 West Line of Section
Contact Person: Wayne Lebsack >	Footages Calculated from Nearest Outside Section Corner:
Phone: (<u>620</u>) <u>938-2396</u>	X ne nw se sw
CONTRACTOR: License # 5142	County: Rice
Name: Sterline Drilling, Conc.	Lease Name: Bensch Well #: 1
Wellsite Geologist: Wayne Lebsack NOV 0.0 2000	Field Name: Groves
Purchaser: NCRA NOV 0 3 2009	Producing Formation: Lansing
Designate Type of Completion:	Elevation: Ground: 1717 Kelly Bushing: 1730.5
X New Well Re-Entry Workover	Total Depth: 3380 Plug Back Total Depth: 3351
X Oill SWD SIOW	Amount of Surface Pipe Set and Cemented at: Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? X Yes No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: 1470 Feet
Ory Other (Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from:1470 *
If Workover/Re-entry: Old Well Info as follows:	feet depth to: Surface w/ 150 sx cmt.
Operator:	Drilling Fluid Management Plan MT MII 12 09
Well Name:	Drilling Fluid Management Plan ### 1/1/1-1-207 (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: N/A ppm Fluid volume: 160 bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used: Skimmed free water off of
Plug Back: Plug Back Total Depth	haul off/reserve pit Location of fluid disposal if hauled offsite:
Commingled Docket No.:	
Dual Completion Docket No.:	Operator Name: Bob's Oil Service, Inc.
Other (SWD or Enhr.?) Docket No.:	Lease Name: Sieker License No.: KCC 124103
July 24, 2009 July 30, 2009 August 11, 2009	Quarter NW Sec. 35 Twp. 19 S. R. 11 East X West
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Barton Docket No.: D-26,497
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas 67202, within 120 days of the spud date, recompletion, workover or copy of side two of this form will be held confidential for a period of 12 months if requitiality in excess of 12 months). One copy of all wireline logs and geologist well BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form	nversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information lested in writing and submitted with the form (see rule 82-3-107 for confidenteport shall be attached with this form. ALL CEMENTING TICKETS MUST
All requirements of the statutes, rules and regulations promulgated to regulate the are complete and correct to the best of my knowledge.	e oil and gas industry have been fully complied with and the statements herein
Signature Carry Color Co	KCC Office Use ONLY
Title:	Letter of Confidentiality Received
Subscribed and sworn to before me thisllo_ day of	If Denied, Yes Date:
"ra	Wireline Log Received
Story & Day hom	Geologist Report Received RECEIVED
Notary Public:	UIC Distribution OCT 2 3 2009
Date Commission Expires: Notary Public - State of Kansas	001 2 3 2009

My Appt. Expires 7-13-200

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•	ests Taken Additional Sh		X Yes □ No □ Yes □ No		X Lo	e	n (Top), Depth and	Тор	ι	Sample Datum
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Purpose	of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs.	ght	Setting Depth	Type of Cement	# Sacks Used		and Percent
Sur	face	12 1/4"	8 5/8"	23		256	Class A Common	235		1/37°CC
Proc	luction	7 7/8"	5 1/2"	14	+	3380	Class A ASC	150	10% S	alt, 2%
			ADDITION	AL CEMENTII	NG / SQU	EEZE RECORD				
	Purpose: Perforate X Protect Casing Depth Top Bottom Type of Cement #Sacks Used Type and Percent A		ercent Additives	tives						
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Date of First	, ,	2 3/8" oduction, SWD or Enh	3325 Tr. Producing M	ethod:	Flowing				er (Explain)	CHITA
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Oct. 22. 2009 9:30AM Allied Cementing Co LLC No. 3835 P. 4 ALLIED CEMENTING CO., LLC. 038484

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ÀLLIED CEMENTING CO., LLC. 036321

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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. 036322

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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.