

ORIGINAL

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Form ACO-1  
September 1999  
Form Must Be Typed

*Waller*  
*7/15/08*

Operator: License # 34038  
 Name: Flatirons Resources LLC  
 Address: 303 E. 17th Ave  
 City/State/Zip: Denver, Colorado 80203  
 Purchaser: \_\_\_\_\_  
 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 \_\_\_\_\_ SIOW \_\_\_\_\_ 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. \_\_\_\_\_  
 05/22/2008 06/03/2008  
 Spud Date or Date Reached TD Completion Date or  
 Recompletion Date Recompletion Date

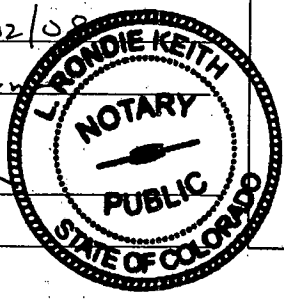
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KANSAS CORPORATION COMMISSION  
JUN 16 2008  
CONSERVATION DIVISION  
WICHITA, KS

API No. 15 - 065-23432-0000  
 County: Graham  
 \_\_\_\_\_ SW \_\_\_\_\_ SE \_\_\_\_\_ NE Sec. 15 Twp. 6 S. R. 22  East  West  
2310 feet from S N (circle one) Line of Section  
990 feet from E (circle one) W (circle one) Line of Section  
 Footages Calculated from Nearest Outside Section Corner:  
 \_\_\_\_\_ (circle one) NE SE NW SW  
 Lease Name: Rush Trust Well #: 24-15  
 Field Name: Wildcat  
 Producing Formation: dry hole  
 Elevation: Ground: 2345 Kelly Bushing: 2350  
 Total Depth: 3970 Plug Back Total Depth: \_\_\_\_\_  
 Amount of Surface Pipe Set and Cemented at 265 Feet  
 Multiple Stage Cementing Collar Used?  Yes  No  
 If yes, show depth set \_\_\_\_\_ Feet  
 If Alternate II completion, cement circulated from \_\_\_\_\_  
 feet depth to \_\_\_\_\_ w/ 7/15/08 sx cmt.  
 Drilling Fluid Management Plan  
 (Data must be collected from the Reserve Pit)  
 Chloride content 800 ppm Fluid volume \_\_\_\_\_ 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: 6/12/08  
 Subscribed and sworn to before me this 12<sup>th</sup> day of June  
 20 08.  
 Notary Public: L Ronnie Keith  
 Date Commission Expires: 3-28-10



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

Operator Name: Flatirons Resources LLC Lease Name: Rush Trust Well #: 24-15  
 Sec. 15 Twp. 6 S. R. 22  East  West County: Graham

**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 <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i>  List All E. Logs Run:  Microresistivity, dual compensated porosity, dual induction	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Log</td> <td>Formation (Top), Depth and Datum</td> <td><input type="checkbox"/> Sample</td> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>Anhydrite</td> <td>2014</td> <td>336</td> </tr> <tr> <td>Topeka</td> <td>3351</td> <td>-1001</td> </tr> <tr> <td>Heebner</td> <td>3551</td> <td>-1201</td> </tr> <tr> <td>Toronto</td> <td>3576</td> <td>-1226</td> </tr> <tr> <td>Lansing</td> <td>3594</td> <td>-1244</td> </tr> <tr> <td>Base/Kansas City</td> <td>3786</td> <td>-1436</td> </tr> <tr> <td>Conglomerate</td> <td>3828</td> <td>-1478</td> </tr> <tr> <td>Arbuckle</td> <td>3913</td> <td>-1563</td> </tr> </table>	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample	Name	Top	Datum	Anhydrite	2014	336	Topeka	3351	-1001	Heebner	3551	-1201	Toronto	3576	-1226	Lansing	3594	-1244	Base/Kansas City	3786	-1436	Conglomerate	3828	-1478	Arbuckle	3913	-1563
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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	8.625	23#	255	Common	175	3% CaCl, 2% gell

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				

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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

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CONSERVATION DIVISION  
WICHITA, KS

<b>TUBING RECORD</b>		Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.			Producing Method <input type="checkbox"/> Flowing <input 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

Disposition of Gas      **METHOD OF COMPLETION**      Production Interval

Vented    Sold    Used on Lease    Open Hole    Perf.    Dually Comp.    Commingled  
*(If vented, Submit ACO-18.)*    Other (Specify)

Quality Oilwell Cementing Inc.

740 W WICHITA  
 P.O. Box 32  
 Russell, KS 67665

# Invoice

Date	Invoice #
5/28/2008	886

Bill To
FLAT IRON RESOURCES 303 E 17TH AVE SUITE 940 DENVER CO 80203

P.O. No.	Terms	Project
	Net 30	

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
55	common	2,117.46			175	12.09977	100.00%	100.00%	2,117.46T
58	GEL	54.00			3	18.00	100.00%	100.00%	54.00T
14	Calcium	300.00			6	50.00	100.00%	100.00%	300.00T
4	handling	349.70			184	1.90054	100.00%	100.00%	349.70
5	.08 * 184 SACKS * 50 MILES	736.00			9,200	0.08	100.00%	100.00%	736.00
27	surface pipes 0-500ft	860.00			1	860.00	100.00%	100.00%	860.00
13	pump truck mileage charge	301.00			50	6.02	100.00%	100.00%	301.00
6	discount 10% if paid within 30 days DISCOUNT HAS ALREADY BEEN DEDUCTED	-472.00			472	-1.00	100.00%	100.00%	-472.00
	LEASE: RUSH TRUST WELL #24-15								
				180.830		100.00	10018		

Thank you for your business. Dave

<b>Subtotal</b>	\$4,246.16
<b>Sales Tax (5.55%)</b>	\$137.17
<b>Total</b>	\$4,383.33
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,383.33

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JUL 09 2008

CONSERVATION DIVISION  
 WICHITA, KS

*Surface Pipe cement*

180.860.200.10018

# QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025  
Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 1973

Date	5-27-08	Sec.	15	Twp.	6	Range	22	Called Out		On Location		Job Start		Finish	12:45 PM
Lease	Rock Trust	Well No.	24-15	Location	Hill City	12N 5E 15 6k	County	KS	State						
Contractor	American Energy	Rig	3	Owner											
Type Job	Surface				To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.										
Hole Size	12 1/2	T.D.	2665	Charge To	Florida Resources LLC										
Csg.	2 3/4	Depth	2100	Street											
Tbg. Size		Depth		City	State										
Drill Pipe		Depth		The above was done to satisfaction and supervision of owner agent or contractor.											
Tool		Depth													
Cement Left in Csg.	15	Shoe Joint													
Press Max.		Minimum													
Meas Line		Displace	116 Bbl	<b>CEMENT</b>											
Perf.				Amount Ordered	175 Com 3800 2860										
<b>EQUIPMENT</b>				Consisting of											
Pumptrk	1	No.	Cementer												
			Helper												
Bulktrk		No.	Driver	Common 175 @ 12.10											
			Driver												
Bulktrk		No.	Driver	Poz. Mix											
			Driver												
<b>JOB SERVICES &amp; REMARKS</b>				Gel.	3 @ 15.00										
Pumptrk Charge	SURFACE		860.00	Chloride	6 @ 50.00										
Mileage	50 @ 7.00			Hulls											
Footage				Salt											
			Total	Flowseal											
Remarks:															
				Sales Tax											
				Handling	184 @ 2.00										
				Mileage	.05 per sack per mile										
				Sub Total											
				Total											
				Floating Equipment & Plugs											
				Squeeze Manifold											
				Rotating Head											
				<b>RECEIVED</b>											
				KANSAS CORPORATION COMMISSION											
				JUL 09 2008											
				Tax											
				Discount											
				Total Charge											
X Signature				CONSERVATION DIVISION WICHITA, KS											

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** In these terms and conditions, "Quality" shall mean Quality Oilwell Cementing, Inc., 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 "QUALITY" 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 "QUALITY," refunded directly to "CUSTOMER." For purposes of this paragraph, QUALITY 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 term of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limit to, a reasonable sum as and attorney's fees.

– **PRICES AND TAXES:** All merchandise listed in "QUALITY'S" current price shall schedule are F.O.B. QUALITY'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 QUALITY shall be added to the quoted prices charged to CUSTOMER.

– **TOWING CHARGES:** QUALITY will make a reasonable attempt to get to and from each job site using its own equipment. Should QUALITY 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 QUALITY, 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 QUALITY for the expenses incurred by QUALITY as a result of the cancellation.

– **DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charges as set forth in QUALITY'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. QUALITY carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond QUALITY'S control, QUALITY 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 QUALITY, 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 QUALITY'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 QUALITY or its employees.

2. With respect to any of QUALITY'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 QUALITY at the landing, CUSTOMER shall either recover the lost item without cost to QUALITY or reimburse QUALITY the current replacement cost of the item unless the loss or damage results from the sole negligence of QUALITY or its employees.

3. QUALITY 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. QUALITY 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. QUALITY'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 QUALITY to be defective. THIS IS THE SOLE WARRANTY OF QUALITY 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 QUALITY 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 constructed as a warranty by QUALITY 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 QUALITY or any interpretation of test, meter readings, chart information, analysis or research, or recommendations made by QUALITY, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of QUALITY or its employees in the preparation or furnishing of such facts, information or data.

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