

CONFIDENTIAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

8/15/09

Operator: License # 5474
Name: NORTHERN LIGHTS OIL CO., LC
Address: P.O. BOX 164
City/State/Zip: ANDOVER, KS 67002
Purchaser: PLAINS MARKETING
Operator Contact Person: KURT SMITH
Phone: (316) 733-1515
Contractor: Name: MALLARD JV
License: 4958
Wellsite Geologist: JEFF CHRISTIAN

API No. 15 - 101-22107-0000
County: LANE
S/2-S/2-ne- Sec. 3 Twp. 19 S. R. 29 East West
2310 feet from S (N) (circle one) Line of Section
1320 feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) (NE) SE NW SW
Lease Name: KEENAN Well #: 1
Field Name: McWhirter

Producing Formation: lkc marmaton
Elevation: Ground: 2810 Kelly Bushing: 2815
Total Depth: 4611 Plug Back Total Depth: 4611
Amount of Surface Pipe Set and Cemented at 252 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 2150 Feet
If Alternate II completion, cement circulated from 2150
feet depth to SURFACE w/ 225 sx cmt.

Drilling Fluid Management Plan Alt II NH11-2408
(Data must be collected from the Reserve Pit)

Chloride content 2000 ppm Fluid volume 2500 bbls
Dewatering method used EVAPORATION

Location of fluid disposal if hauled offsite:
Operator Name:
Lease Name: License No.:
Quarter Sec. Twp. S. R. East West
County: Docket No.:

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

If Workover/Re-entry: Old Well Info as follows:
Operator: AUG 15 2008

Well Name: KCC
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.

6-21-2008 7-2-08 7-2-08
Spud Date or Date Reached TD Completion Date or Recompletion Date

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 PARTNER Date: 8-14-08
Subscribed and sworn to before me this 14th day of AUGUST, 2008

Notary Public: [Signature]
Date Commission Expires: July 14, 2009

KCC Office Use ONLY
 Letter of Confidentiality Attached
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received **RECEIVED**
 UIC Distribution **KANSAS CORPORATION COMMISSION**
AUG 15 2008

Operator Name: NORTHERN LIGHTS OIL CO., LC Lease Name: KEENAN Well #: 1
 Sec. 3 Twp. 19 S. R. 29 East West County: LANE

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 No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes No Cores Taken Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes No <i>(Submit Copy)</i> List All E. Logs Run: RAG	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">✓ Log</th> <th style="text-align: left;">Formation (Top), Depth and Datum</th> <th style="text-align: left;">Sample</th> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>ANH Y</td> <td>2138</td> <td>+677</td> </tr> <tr> <td>LKC</td> <td>3970</td> <td>-1155</td> </tr> <tr> <td>FT SCOTT</td> <td>4500</td> <td>-1685</td> </tr> <tr> <td>Mississippian</td> <td>4600</td> <td>-1796</td> </tr> </table>	✓ Log	Formation (Top), Depth and Datum	Sample	Name	Top	Datum	ANH Y	2138	+677	LKC	3970	-1155	FT SCOTT	4500	-1685	Mississippian	4600	-1796
✓ Log	Formation (Top), Depth and Datum	Sample																	
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CONSERVATION DIVISION
WICHITA, KS

WICHITA, KS 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	24#	252	common	180sx	3%gel2%cc
Production	7 7/8	5 1/2	14#	4611	EA2	150sx	5%caseal
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ADDITIONAL CEMENTING / SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input checked="" type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

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
4	4566-68	250 GAL MCA, 750 GAL NEFE	4566.
4	4502-04	250 GAL MCA, 750 GAL NEFE	4502
4	4364-68	250 GAL MCA, 750 GAL NEFE	4364
4	4342-46	250 GAL MCA, 1000 GAL NEFE	4342
4	4314-16	250 GAL MCA, 1000 GAL NEFE	4314
TUBING RECORD		Liner Run	
Size	Set At	Packer At	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2 7/8	4530		
Date of First, Resumed Production, SWD or Enhr.		Producing Method	
8-1-08		Flowing <input type="checkbox"/>	Pumping <input checked="" type="checkbox"/>
		Gas Lift <input type="checkbox"/>	Other (Explain) <input type="checkbox"/>
Estimated Production Per 24 Hours		Gravity	
Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio
50		40	38

Disposition of Gas Vented Sold Used on Lease Other (Specify) _____

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled _____

Production Interval _____



CHARGE TO:
NORTHERN LIGHTS
 ADDRESS
 CITY, STATE, ZIP CODE

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AUG 15 2008
 CONSERVATION DIVISION
 WICHITA, KS

TICKET
 No **14551**
 PAGE 1 OF 2

SERVICE LOCATIONS 1. Ness City, Ks	WELL/PROJECT NO. #1	LEASE KEWAN	COUNTY/PARISH LANE	STATE Ks	CITY	DATE 7-2-08	OWNER SAME
2.	TICKET TYPE <input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> SALES	CONTRACTOR MALUAD DRIG #1	RIG NAME/NO.	SHIPPED VIA CT	DELIVERED TO LOUSTON	ORDER NO.	
3.	WELL TYPE OIL	WELL CATEGORY DEVELOPMENT	JOB PURPOSE 5 1/2" 2-STAGE LONGSTRING	WELL PERMIT NO.	WELL LOCATION SW/DIGHTON, Ks		
4. REFERRAL LOCATION	INVOICE INSTRUCTIONS						

PRICE REFERENCE	SECONDARY REFERENCE/ PART NUMBER	ACCOUNTING			DESCRIPTION	QTY.		U/M		UNIT PRICE	AMOUNT
		LOC	ACCT	DF							
575		1			MILEAGE #104	40		ME		6.00	240.00
579		1			PUMP CHARGE - 2 STAGE	1		JOB	4615 FT	1900.00	1900.00
580		1			ADDITIONAL HOURS - CALCULATE	1		HS		250.00	250.00
221		1			LIQUID KCL	4		Gal		26.00	104.00
281		1			MUD FLOW	500		Gal		1.00	500.00
402		1			CENTRALIZERS	11		EA	5 1/2"	100.00	1100.00
403		1			CEMENT BASKETS	2		EA		300.00	600.00
407		1			ZUSSET FLOAT SHOE w/AUTO FILL	1		EA		325.00	325.00
408		1			DV TOOL - PLUG SET TOP JT # 60	1		EA	2150 FT	3200.00	3200.00
417		1			DV LATCH DOWN PLUG - BAFFLE	1		EA		200.00	200.00
419		1			ROTATING HEAD RENTAL	1		JOB		250.00	250.00

LEGAL TERMS: Customer hereby acknowledges and agrees to the terms and conditions on the reverse side hereof which include, but are not limited to, **PAYMENT, RELEASE, INDEMNITY, and LIMITED WARRANTY** provisions.

MUST BE SIGNED BY CUSTOMER OR CUSTOMER'S AGENT PRIOR TO START OF WORK OR DELIVERY OF GOODS

X *[Signature]*
 DATE SIGNED **7-2-08** TIME SIGNED **1800** A.M. P.M.

REMIT PAYMENT

SWIFT SERVICES, INC.
 P.O. BOX 466
 NESS CITY, KS 67560
 785-798-2300

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AUG 15 2008

SURVEY	AGREE	UN-DECIDED	DIS-AGREE	PAGE TOTAL	
OUR EQUIPMENT PERFORMED WITHOUT BREAKDOWN?				#1	8669.00
WE UNDERSTOOD AND MET YOUR NEEDS?				#2	8500.53
OUR SERVICE WAS PERFORMED WITHOUT DELAY?				Subtotal	17,169.53
WE OPERATED THE EQUIPMENT AND PERFORMED JOB CALCULATIONS SATISFACTORILY?				TAX	675.03
ARE YOU SATISFIED WITH OUR SERVICE?	<input type="checkbox"/> YES <input type="checkbox"/> NO			Lane 5.3%	
<input type="checkbox"/> CUSTOMER DID NOT WISH TO RESPOND				TOTAL	17,844.56

JOB LOG

SWIFT Services, Inc.

DATE 7-2-08 PAGE NO. 1

CUSTOMER NORTHEAST LIGHTS WELL NO. #1 LEASE KEWAN JOB TYPE 5 1/2 2-STAGE LONGSTRENG TICKET NO. 14551

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMPS		PRESSURE (PSI)		DESCRIPTION OF OPERATION AND MATERIALS
				T	C	TUBING	CASING	
	1730							ON LOCATION
	1930							START 5 1/2" CASING IN WELL
								TD - 4615 SET = 4611
								TP - 4613.5 5 1/2" # 14
								SJ - 16.52
								CENTRALIZERS - 2, 3, 5, 6, 7, 8, 9, 10, 12, 14, 59
								CMT BSPTS - 15, 60
								DV = 2150 TOP JT # 60
	2135							DROP BALL - CIRCULATE ROTATE
	2345	6	12			450		PUMP 500 GAL MUD FLUSH "
	2347	6	20			450		PUMP 20 BBL KCL-FLUSH "
	2355	5	36			300		MAX CEMENT - 150 SVS EA-2 = 15.5 PPG "
	0003							WASH OUT PUMP LEVER
	0004							RELEASE 1ST STAGE LATCH DOWN PLUG
	0005	7	CONFIDENTIAL					DISPARE PLUG "
	0020	6 1/2	112.2 AUG	1.5	2008	1500		PLUG DOWN - PSE UP LATCHEN PLUG
	0022					OK		RELEASE PSE - HELM
			KCC					WASH TRUCK
	0025							DROP DV OPENING PLUG
	0040							OPEN DV TOOL - CIRCULATE 1 HR
	0135	6	20			250		PUMP 20 BBL KCL-FLUSH
	0140		4/2					PLUG RH-MH
	0145	6	125			200		MAX CEMENT - 225 SVS SMD = 11.2 PPG
	0208							WASH OUT PUMP LEVER
	0209							RELEASE DV CLOSING PLUG
	0210	6 1/2	0					DISPARE PLUG
	0218	6	52.5			1500		PLUG DOWN - PSE UP CLOSE DV TOOL
	0220					OK		RELEASE PSE - HELM
								CIRCULATE 30 SVS CEMENT TO PER
								WASH TRUCK
	0330							JOB COMPLETE

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AUG 15 2008

CONSERVATION DIVISION WICHITA, KS

THANK YOU WAGNER, BERTT, DAV

ALLIED CEMENTING CO., LLC. 31701

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

SERVICE POINT:
Oakley

DATE <u>6-21-08</u>	SEC. <u>3</u>	TWP. <u>19s</u>	RANGE <u>29w</u>	CALLED OUT	ON LOCATION <u>2:00pm</u>	JOB START <u>9:00am</u>	JOB FINISH <u>9:30am</u>
LEASE <u>Keenan</u>	WELL # <u>1</u>	LOCATION <u>Dighton 2s 2w 1/2s winto</u>			COUNTY <u>Lane</u>	STATE <u>KS</u>	

OLD OR NEW (Circle one)

CONTRACTOR Mallard

TYPE OF JOB Surface

HOLE SIZE 12 1/4 T.D. 252'

CASING SIZE 8 5/8 DEPTH 252'

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 15 DBL

EQUIPMENT

PUMP TRUCK CEMENTER Andrew

423-281 HELPER Alvin

BULK TRUCK # 399 DRIVER Jerry

BULK TRUCK # DRIVER

OWNER Same

CEMENT

AMOUNT ORDERED 180 sks com

3% @ 2% gel

COMMON	<u>180 sks</u>	@	<u>15.45</u>	<u>2781.00</u>
POZMIX		@		
GEL	<u>3 sks</u>	@	<u>20.80</u>	<u>62.40</u>
CHLORIDE	<u>6 sks</u>	@	<u>58.20</u>	<u>349.20</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>189</u>	@	<u>2.40</u>	<u>453.60</u>
MILEAGE	<u>109 sk/mile</u>			<u>756.00</u>
TOTAL				<u>4402.20</u>

REMARKS:

Cement did circulate

Thank you.

CHARGE TO: Northern Lights

STREET _____

CITY _____ STATE _____ ZIP _____

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KANSAS CORPORATION COMMISSION

AUG 15 2008 TOTAL 1411.00

CONSERVATION DIVISION
WICHITA, KS

PLUG & FLOAT EQUIPMENT

8 5/8

1 surface plug @ 68.00

TOTAL 68.00

To Allied Cementing Co., LLC.

You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

PRINTED NAME Hyke Juergensen

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 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.