

Notice: Fill out COMPLETELY and return to Conservation Division at the address below within 60 days from plugging date.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

WELL PLUGGING RECORD
K.A.R. 82-3-117

Form CP-4
March 2009
Type or Print on this Form
Form must be Signed
All blanks must be Filled

OPERATOR: License #: 31070
Name: Eagle River Energy Corporation
Address 1: 7060 S. Yale, Suite 702
Address 2: _____
City: Tulsa State: OK Zip: 74136 + _____
Contact Person: Mark Godsey
Phone: (918) 494-8928
Type of Well: (Check one) Oil Well Gas Well OG D&A Cathodic
 Water Supply Well Other: _____ SWD Permit #: _____
 ENHR Permit #: E-06746 Gas Storage Permit #: _____
Is ACO-1 filed? Yes No If not, is well log attached? Yes No
Producing Formation(s): List All (If needed attach another sheet)
LKC Depth to Top: 3384 Bottom: 3517 T.D. 3517
_____ Depth to Top: _____ Bottom: _____ T.D. _____
_____ Depth to Top: _____ Bottom: _____ T.D. _____

API No. 15 - 147-00736-00-01
Spot Description: _____
SW, SE, NE Sec. 28 Twp. 1 S. R. 18 East West
2,970 Feet from North / South Line of Section
990 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Phillips
Lease Name: Jackson E Well #: 2
Date Well Completed: Nov 1951
The plugging proposal was approved on: 06/18/2010 (Date)
by: Steve Bond (KCC District Agent's Name)
Plugging Commenced: 07/23/10
Plugging Completed: 07/23/10

Show depth and thickness of all water, oil and gas formations.

Oil, Gas or Water Records		Casing Record (Surface, Conductor & Production)			
Formation	Content	Casing	Size	Setting Depth	Pulled Out
Lansing-KC	oil, water	Surface; production	8 5/8; 5 1/2	214; 3515	None

Describe in detail the manner in which the well is plugged, indicating where the mud fluid was placed and the method or methods used in introducing it into the hole. If cement or other plugs were used, state the character of same depth placed from (bottom), to (top) for each plug set.

Perforated 1790, 1210, 260. Ran tubing to 3310'. Spot 10 sx gel, followed by 50 sx cement 60/40 pos mix and 200# c/s hulls. Pull to 1780', pump 180 sx cement 60/40 pos 200# c/s hulls and circulate to surface. Laid out all tubing, pumped 25 sx cement down backside. Top off 5 1/2 casing with 5 sx cement. Used Allied Cementing.

Plugging Contractor License #: 31569 Name: Bach Oil Production
Address 1: PO Box 723 Address 2: _____
City: Alma State: NE Zip: 68920 + _____
Phone: (308) 928-8920
Name of Party Responsible for Plugging Fees: Eagle River Energy Corporation
State of Oklahoma County, Tulsa, ss.
Mark P. Godsey, President Employee of Operator or Operator on above-described well,
(Print Name)

being first duly sworn on oath, says: That I have knowledge of the facts statements, and matters herein contained, and the log of the above-described well is as filed, and the same are true and correct, so help me God.

Signature: Mark P. Godsey

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

RECEIVED
KANSAS CORPORATION COMMISSION

AUG 09 2010

CONSERVATION DIVISION
WICHITA, KS



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

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

INVOICE

Invoice Number: 123690
 Invoice Date: Jul 23, 2010
 Page: 1

Bill To:
 Eagle River Energy Corporation
 82A West Hwy 4
 Hoisington, KS 67544

Customer ID	Well Name / of Customer P.O.	Payment Terms	
EaRi	Jackson #E-2	Net 30 Days	
Job Location	Camp Location	Service Date	Due Date
KS2-03	Oakley	Jul 23, 2010	8/22/10

Quantity	Item	Description	Unit Price	Amount
156.00	MAT	Class A Common	13.50	2,106.00
104.00	MAT	Pozmix	7.55	785.20
19.00	MAT	Gel	20.25	384.75
4.00	MAT	Cottonseed Hulls	31.05	124.20
328.00	SER	Handling	2.25	738.00
50.00	SER	Mileage 328 sx @ .10 per sk per mi	32.80	1,640.00
1.00	SER	Old Hole Plug	875.00	875.00
50.00	SER	Pump Truck Mileage	7.00	350.00

LEASE/WELL NO. HUFFSTUTHER JACKSON E 2
 PROPERTY NO. 100018
 LOE 9188
 AFE _____
 OTHER _____
 APPROVAL [Signature]
 COMPANY NO. _____ VENDOR NO. _____

RECEIVED
 KANSAS CORPORATION COMMISSION
 AUG 09 2010
 CONSERVATION DIVISION
 WICHITA, KS

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

Subtotal	7,003.15
Sales Tax	476.21
Total Invoice Amount	7,479.36
Payment/Credit Applied	
TOTAL	7,479.36

ONLY IF PAID ON OR BEFORE

Aug 17, 2010

ALLIED CEMENTING CO., LLC. 039043

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

SERVICE POINT:
Oakley

DATE <u>7-23-10</u>	SEC <u>28</u>	TWP. <u>1</u>	RANGE <u>18</u>	CALLED OUT	ON LOCATION	JOB START <u>2:00 pm</u>	JOB FINISH <u>3:00 pm</u>
LEASE <u>Jackson</u>	WELL# <u>E 2</u>	LOCATION <u>Phillipsburg 13N 2W</u>			COUNTY <u>Phillips</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one)			<u>15 E Ninto</u>				

CONTRACTOR Bach Oil Production
 TYPE OF JOB OHP
 HOLE SIZE _____ T.D. _____
 CASING SIZE 5 1/2 DEPTH _____
 TUBING SIZE 2 7/8 DEPTH 3300'
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. _____
 PERFS. _____
 DISPLACEMENT _____

EQUIPMENT

PUMP TRUCK CEMENTER Andrew
 # 386-281 HELPER Lorene
 BULK TRUCK
 # 394-287 DRIVER Jerry
 BULK TRUCK
 # _____ DRIVER _____

REMARKS:

Mix and pump 105 sks gel water followed by 50 sks cement with 200# hulls down 2 7/8 tubing and displace pull to 1700' mix 150 sks with 200# hulls circulate to surface mix 25 sks down back side top off 5/2 with 5 sks

CHARGE TO: Eagle River 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 Gregg Rice
 SIGNATURE [Signature]

OWNER same
 CEMENT
 AMOUNT ORDERED 300 sks 6/100 4/100 10 gel 400# hulls on side used 260 sks 10 gel 400# hulls
 COMMON 1520 sks @ _____
 POZMIX 104 sks @ _____
 GEL 19 sks @ _____
 CHLORIDE _____ @ _____
 ASC _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING 228 sks @ _____
 MILEAGE 104 sk/mile @ _____

RECEIVED
 KANSAS CORPORATION COMMISSION
 AUG 09 2010
 CONSERVATION DIVISION
 WICHITA, KS

TOTAL _____

SERVICE

DEPTH OF JOB 3300'
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 MANIFOLD _____ @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

PLUG & FLOAT EQUIPMENT

_____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____

TOTAL _____

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 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.