

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 # 34038
Name: Flatirons Resources LLC
Address 1: 303 E. 17th Ave
Address 2: Suite 940
City: Denver State: CO Zip: 80203 + _____
Contact Person: John Marvin
Phone: (303) 292-3902 ext 229
CONTRACTOR: License # 33575
Name: WW Drilling LLC
Wellsite Geologist: Clayton Erickson
Purchaser: none
Designate Type of Completion:

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KCC WICHITA

- New Well Re-Entry Workover
- Oil WSW SWD SIOW
 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: _____
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 #: _____
10/1/2010 10/8/2010
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 065-23681-00-00
Spot Description: _____
SW NE NE Sec. 14 Twp. 10 S. R. 22 East West
1,060 Feet from North / South Line of Section
1,020 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Graham
Lease Name: Brassfield Well #: 41-14
Field Name: Ark
Producing Formation: none
Elevation: Ground: 2309 Kelly Bushing: 2314
Total Depth: 3999 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 218 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/ _____ sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: 47,000 ppm Fluid volume: 1000 bbls
Dewatering method used: Air dry - backfill
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License #: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ 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: _____
Title: Marketing Director Date: 10/25/10

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: Dlg Date: 11/5/10

Operator Name: Flatirons Resources LLC Lease Name: Brassfield Well #: 41-14
 Sec. 14 Twp. 10 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 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: Borehole Compensated Sonic, Microresistivity, dual induction, dual compensated porosity	<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>Anhydrite-top</td> <td>1786</td> <td>526.0</td> </tr> <tr> <td>Topeka</td> <td>3307</td> <td>-995.0</td> </tr> <tr> <td>Heebner</td> <td>3521</td> <td>-1209.0</td> </tr> <tr> <td>Lansing</td> <td>3559</td> <td>-1247.0</td> </tr> <tr> <td>Base/Kansas City</td> <td>3778</td> <td>-1466.0</td> </tr> <tr> <td>Penn.Conglomerate</td> <td>3896</td> <td>-1584</td> </tr> <tr> <td>Arbuckle</td> <td>3926</td> <td>-1614.0</td> </tr> </table>	Name	Top	Datum	Anhydrite-top	1786	526.0	Topeka	3307	-995.0	Heebner	3521	-1209.0	Lansing	3559	-1247.0	Base/Kansas City	3778	-1466.0	Penn.Conglomerate	3896	-1584	Arbuckle	3926	-1614.0
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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 1/4"	8 5/8"	23#	218	common	150	3% cc 2%gel

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				

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
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> RECEIVED OCT 27 2010 KCC WICHITA </div>	

TUBING RECORD:	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: <input type="checkbox"/> Vented <input 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 type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5) (Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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QUALITY OILWELL CEMENTING, INC.

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

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

No. 4328

Date	Sec.	Twp.	Range	County	State	On Location	Finish
10-9-10	14	10	22	Graham	KS		2:15 AM
Lease Brassfield	Well No. 41-14		Location Palco Redline W to 330 2 1/2 S WINTO				
Contractor GJW#				Owner			
Type Job Rotary Plug				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		T.D. 3999		Charge To Flat IRONS			
Csg.		Depth		Street			
Tbg. Size		Depth		City State			
Tool		Depth		City State			
Cement Left in Csg.		Shoe Joint		The above was done to satisfaction and supervision of owner agent or contractor.			
Meas Line		Displace		Cement Amount Ordered 230 60/100/40/10/10/10			
EQUIPMENT							
Pumptrk 5	No.	Cement Helper	Paul's		Common 138		
Bulktrk	No.	Driver	Paul		Poz. Mix 92		
Bulktrk 12	No.	Driver	CON		Gel. 8		
JOB SERVICES & REMARKS							
Remarks:				Calcium			
Rat Hole 30 SK				Hulls			
Mouse Hole				Salt			
Centralizers				Flowseal 57#			
Baskets				Kol-Seal			
D/V or Port Collar				Mud CLR 48			
3904 25SK				CFL-117 or CD110 CAF 38			
1815 25SK				Sand			
985 100SK				Handling 238			
270 40SK				Mileage			
40' 10SK				FLOAT EQUIPMENT			
				Guide Shoe			
				Centralizer			
				Baskets			
				AFU Inserts 8/8 warden			
				Float Shoe Plug			
				Latch Down			
				RECEIVED OCT 27 2010			
				KCC WICHITA			
				Pumptrk Charge Plug Job			
				Mileage 40			
				Tax			
				Discount			
				Total Charge			
X Signature <i>Paul's</i>							

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.

QUALITY OILWELL CEMENTING, INC.

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

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

No. 4580

Date	10-1-10	Sec.	14	Twp.	10	Range	22	County	Graham	State	Ks	On Location		Finish	7:30	
Lease	Brassfield		Well No.		41-14		Location									Wakeny K - N to Redline Rd.
Contractor	W-W Drilling Rig #4											Owner	GEE to 330th, 345, W/S			
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 1/4"		T.D.	219'		Charge To										Flatirons Resources
Csg.	8 5/8"		Depth	217'		Street										
Tbg. Size			Depth			City										State
Tool			Depth			The above was done to satisfaction and supervision of owner agent or contractor.										
Cement Left in Csg.	15'		Shoe Joint	15'		Cement Amount Ordered										150 Sx Common 3 1/2" 2 1/2" 2 1/4"
Meas Line			Displace	12.3/4 BBL												

EQUIPMENT

Pumptrk	1	No.	Cementer	Brandon	Common	150
Bulktrk	4	No.	Driver	Doug Cory	Poz. Mix	
Bulktrk	2	No.	Driver	Rick	Gel.	3

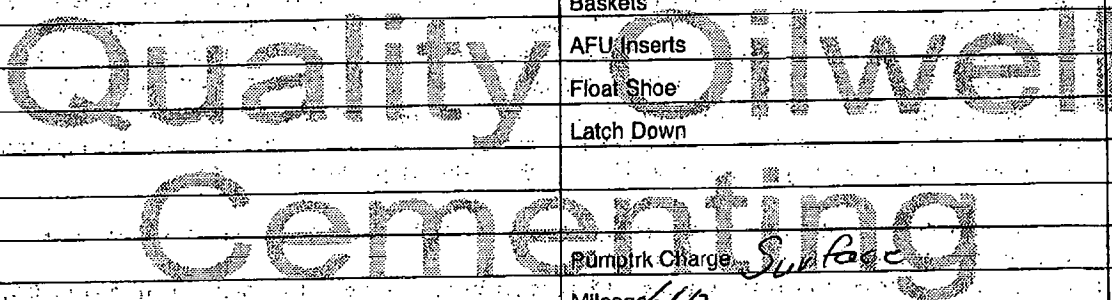
JOB SERVICES & REMARKS

Remarks:	Cement did Circulate.	Calcium	5
Rat Hole		Hulls	
Mouse Hole		Salt	
Centralizers		Flowseal	
Baskets		Kol-Seal	
D/V or Port Collar		Mud CLR 48	
		CFL-117 or CD110 CAF 38	
		Sand	
		Handling	150
		Mileage	

used 8 1/2" sledge

FLOAT EQUIPMENT

Guide Shoe	
Centralizer	
Baskets	
AFU Inserts	
Float Shoe	
Latch Down	



Pumptrk Charge Surface
Mileage 40

Tax

Discount

Total Charge

X Signature *[Signature]*

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NOV 01 2010

KCC WICHITA

WW Drilling, LLC
WaKeeney, KS
Well Plugging Orders

Operator: Flatirons Resources # 41-14 License # 34038
Address: 303 E. 17th Ave. Ste 940, Denver Co.

API # 15-065-23681-00-00

Lease Name: Brassfield # 41-14
Legals: 1,060'FNL & 1,020' Section 14-10s-22w
County: Graham
State: Ks

Plug #	Sx.	Feet
1st	<u>25</u>	<u>@ 20' above arb. 3904'</u>
2nd	<u>25</u>	<u>@ 1815</u>
3rd	<u>100</u>	<u>@ 985</u>
4th	<u>40</u>	<u>@ 270</u>
5th	<u>10</u>	<u>@ 40</u>
Rathole	<u>30</u>	
Mousehole	<u> </u>	

Total: 230

Type: 60/40 Poz - 4% Gel - 1/4 # per sx flo-seal

Spud Report: Marvin Mills Date: 10/1/2010 Time: 8:30 AM

Orders From: Bruce Rodie Date: 10/6/2010 Time: 10:45 AM

Reported to: Marvin Mills Date: 10/11/2010 Time: 9:00 AM

Results: Plugged as Ordered

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