

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 # 33935
Name: HD Drilling, LLC
Wellsite Geologist: Roger Moses
Purchaser: Texon

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JAN 06 2011

KCC WICHITA

Designate Type of Completion:

- 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 #: _____

<u>11/2/2010</u>	<u>11/11/2010</u>	<u>12/8/2010</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 065-23690-00-00

Spot Description: _____

MNE - NE - NW Sec. 36 Twp. 7 S. R. 24 East West
330 Feet from North / South Line of Section
1,650 Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE NW SE SW

County: Graham

Lease Name: Chenoweth Well #: 21-36

Field Name: Penokee Northeast

Producing Formation: _____

Elevation: Ground: 2408 Kelly Bushing: 2415

Total Depth: 3945 Plug Back Total Depth: 3924

Amount of Surface Pipe Set and Cemented at: 264 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: 2067 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: 32,000 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: Managing Director Date: 12/31/10

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: Dg Date: 1/13/11

Operator Name: Flatirons Resources LLC Lease Name: Chenoweth Well #: 21-36
 Sec. 36 Twp. 7 S. R. 24 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 type="checkbox"/> Yes <input checked="" 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 Compensated Porosity, Dual Induction	<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>2099</td> <td>316</td> </tr> <tr> <td>Anhydrite - base</td> <td>2132</td> <td>283</td> </tr> <tr> <td>Topeka</td> <td>3442</td> <td>-1027</td> </tr> <tr> <td>Heebner</td> <td>3649</td> <td>-1234</td> </tr> <tr> <td>Lansing</td> <td>3693</td> <td>-1278</td> </tr> <tr> <td>Base/ Kansas City</td> <td>3892</td> <td>-1477</td> </tr> <tr> <td>TD</td> <td>3945</td> <td>-1530</td> </tr> </table>	Name	Top	Datum	Anhydrite - top	2099	316	Anhydrite - base	2132	283	Topeka	3442	-1027	Heebner	3649	-1234	Lansing	3693	-1278	Base/ Kansas City	3892	-1477	TD	3945	-1530
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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#	264'	common	200	3%cc 2%gel
Production	7 7/8"	5 1/2"	15.5#	3924'	common	120	10%salt 5%gilsonite

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input checked="" type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	2067'	60/40-6% cement	450	60/40-6% cement w/ 1/4# floseal

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
4spf	3721-25	250gal 15% MCA	3721-25
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TUBING RECORD: Size: <u>2 7/8"</u> Set At: <u>3862'</u> Packer At: _____		Liner Run: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR. <u>12/24/2010</u>		Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____
Estimated Production Per 24 Hours	Oil Bbls. <u>87</u>	Gas Mcf <u>0</u> Water Bbls. <u>0</u> 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 checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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ALLIED CEMENTING CO., LLC. 035610

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

SERVICE POINT:

OAKLEY KS

DATE <u>11-10-10</u>	SEC. <u>36</u>	TWP. <u>7S</u>	RANGE <u>24W</u>	CALLED OUT	ON LOCATION <u>11-9-10</u> <u>10:30pm</u>	JOB START <u>2:00pm</u>	JOB FINISH <u>2:30pm</u>
LEASE <u>Chenoweth</u>	WELL# <u>21-36</u>		LOCATION <u>Perotke 2w-112E</u>		COUNTY <u>Graham</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)				<u>NI</u>			

CONTRACTOR N-D #3
 TYPE OF JOB 2-stage
 HOLE SIZE 7 7/8 T.D. 3942'
 CASING SIZE 5 1/2 15.5 DEPTH 3941'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL DU Tool #45 DEPTH 2084'
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT 21 3/4
 CEMENT LEFT IN CSG. 21 3/4
 PERFS. _____
 DISPLACEMENT 42.6 water 49.1 mud

OWNER _____
 CEMENT
 AMOUNT ORDERED 120 rem 10' 20smt
5 bags 20' seal 480 60' 40' 6' 20' seal
114' Clossal 500gal WFE II 4 gal Cla-Pro
 COMMON 390 @ 13.69 5323.50
 POZMIX 180 @ 7.60 1368.00
 GEL 25 @ 20.40 510.00
 CHLORIDE @ _____
 ASC @ _____
 SALT 13 @ 23.35 306.15
 Gilsontite 600* @ .83 498.00
 WFE II 300gal @ 1.25 625.00
 Clossal 113* @ 2.45 276.85
 Cla-Pro 20' 150* @ 30.40 121.60
 HANDLING 624 @ 2.40 1497.60
 MILEAGE 10.5 mile 2496.00
 TOTAL 13027.70

EQUIPMENT
 PUMP TRUCK CEMENTER Fuzzy
 # 431 HELPER Dully
 BULK TRUCK
 # 344 DRIVER Darryn
 BULK TRUCK
 # 404 DRIVER Wayne

REMARKS:

Pump 500gal WFE II, 2084' KCL water
 mix 120gals cement wash pump lines Drop plus
 displace to hatchdown 600' list, 1500' land
 Drop Du Bomb open tool @ 1200' circel hr
 Pump 2084' KCL 305gals in mt. mix #450
 5K cement, wash pump lines, Displace
 plus close DU Tool @ 1500' high 750'
 cement did circulate approx 15 BAKS
 Job complete @ 2:30 pm
 Thanks Fuzzy & crew

SERVICE

DEPTH OF JOB _____
 PUMP TRUCK CHARGE _____ 2050.00
 EXTRA FOOTAGE @ _____
 MILEAGE 40 @ 7.00 280.00
 MANIFOLD @ _____
 @ _____
 @ _____

CHARGE TO: Flatiron
 STREET _____
 CITY _____ STATE _____ ZIP _____

TOTAL 2330.00

PLUG & FLOAT EQUIPMENT

12 - rotating scratchers 54 648.00
 11 - Centralizers @ 35.00 385.00
 2 - Bag Kits @ 161.00 322.00
 1 - DU Tool @ 2832.00 2832.00
 1 - ATU Clutchhoe @ _____ 214.00
 1 - Hatchdown Assy @ _____ N/C

TOTAL 4401.00

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.

SALES TAX (If Any) _____
 TOTAL CHARGES _____
 DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME _____
 SIGNATURE Bert Hildebrand

RECEIVED

JAN 06 2011

KCC WICHITA

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.

ALLIED CEMENTING CO., LLC. 035144A

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

SERVICE POINT:
OARLEY

DATE <u>11-2-10</u>	SEC <u>36</u>	TWP. <u>7S</u>	RANGE <u>24W</u>	CALLED OUT	ON LOCATION <u>3:30 PM</u>	JOB START <u>9:15 PM</u>	JOB FINISH <u>9:45 PM</u>
LEASE <u>Chenoweth</u>	WELL # <u>21-36</u>	LOCATION <u>Penokee 1/4W-2N-1/2E-NW</u>			COUNTY <u>GRAHAM</u>	STATE <u>KS</u>	
OLD OR <u>NEW</u> (Circle one)				<u>INTO</u>			

CONTRACTOR H-D DRILL RIG #3

TYPE OF JOB SURFACE

HOLE SIZE 12 1/4" T.D. 267'

CASING SIZE 8 7/8" DEPTH 264'

TUBING SIZE DEPTH

DRILL PIPE DEPTH

TOOL DEPTH

PRES. MAX MINIMUM

MEAS. LINE SHOE JOINT

CEMENT LEFT IN CSG. 15'

PERFS.

DISPLACEMENT 15 3/4 BBLs

OWNER SAME

CEMENT AMOUNT ORDERED 200 SKS COM 3% CC 2% GEL

COMMON	<u>200 SKS</u>	@	<u>13.65</u>	<u>2730.00</u>
POZMIX		@		
GEL	<u>4 SKS</u>	@	<u>20.40</u>	<u>81.60</u>
CHLORIDE	<u>7 SKS</u>	@	<u>57.15</u>	<u>400.05</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>211 SKS</u>	@	<u>2.40</u>	<u>506.40</u>
MILEAGE	<u>104 PER SK</u>			<u>844.00</u>
TOTAL				<u>4562.05</u>

EQUIPMENT

PUMP TRUCK CEMENTER TERRY

422 HELPER DAAREN

BULK TRUCK

404 DRIVER TERRY

BULK TRUCK

DRIVER

REMARKS:

CEMENT IN CELLAR.

THANK YOU

CHARGE TO: FLATIRON RESOURCES LLC.

STREET _____

CITY _____ STATE _____ ZIP _____

SERVICE

DEPTH OF JOB	<u>264'</u>		
PUMP TRUCK CHARGE			<u>999.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>40 MI</u>	@	<u>7.00</u>
MANIFOLD		@	
		@	
TOTAL <u>1279.00</u>			

PLUG & FLOAT EQUIPMENT

RECEIVED	@	
JAN 06 2011	@	
KCC WICHITA	@	
TOTAL _____		

To Allied Cementing Co., LLC.
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PRINTED NAME LEWANN TRESNER

SIGNATURE Lewanna Tresner

SALES TAX (If Any) _____

TOTAL CHARGES _____

DISCOUNT _____ IF PAID IN 30 DAYS

Bid

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