

ORIGINAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 6039
 Name: L. D. DRILLING, INC.
 Address: 7 SW 26 AVE
 City/State/Zip: GREAT BEND, KS 67530
 Purchaser: _____
 Operator Contact Person: L. D. DAVIS
 Phone: (620) 793-3051
 Contractor: Name: L. D. DRILLING, INC.
 License: 6039
 Wellsite Geologist: KIM SHOEMAKER
 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: _____
 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. _____

<u>3/14/08</u>	<u>3/21/08</u>	
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 135-24756-0000
 County: NESS
NE NE NE _____ Sec. 4 Twp. 20 S. R. 25 East West
330 _____ feet from S / (N) (circle one) Line of Section
450 _____ feet from (E) / W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 _____ (circle one) (NE) SE NW SW
 Lease Name: GRACE Well #: 1
 Field Name: _____
 Producing Formation: _____
 Elevation: Ground: 2422' Kelly Bushing: 2427'
 Total Depth: 4488' Plug Back Total Depth: _____
 Amount of Surface Pipe Set and Cemented at 936 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from _____
 feet depth to Alt I - Dlg 5/28/08 _____ sx cmt.

Drilling Fluid Management Plan
 (Data must be collected from the Reserve Pit)
 Chloride content _____ ppm Fluid volume _____ bbls
 Dewatering method used _____
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

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: CLERK Date: MARCH 28, 2008
 Subscribed and sworn to before me this 28 day of March
2008
 Notary Public: [Signature]
 Date Commission Expires: 2-02-11

KCC Office Use ONLY

Letter of Confidentiality Received
 If Denied, Yes Date: _____

Wireline Log Received
 Geologist Report Received **RECEIVED**
 UIC Distribution **KANSAS CORPORATION COMMISSION**

MAR 31 2008

NOTARY PUBLIC - STATE OF KANSAS
Rashell Patten
 My Advt. Exp. 2-2-11

CONSERVATION DIVISION
WICHITA, KS

Operator Name: L. D. DRILLING, INC. Lease Name: GRACE Well #: 1
 Sec. 4 Twp. 20 S. R. 25 East West County: NESS

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 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Submit Copy)</i> List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum SEE ATTACHED
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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"	24#	936'	60/40 POZMIX	175	3%CC,2%GEL,1/4#FS

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

TUBING RECORD	Size	Set At	Packer At	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumerd 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 Vented Sold Used on Lease *(If vented, Submit ACO-18.)*

METHOD OF COMPLETION Open Hole Perf. Dually Comp. Commingled Other (Specify) _____

Production Interval _____

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WICHITA, KS

DAILY DRILLING REPORT

OPERATOR: **L.D. DRILLING, INC.** LEASE: **GRACE #1**
 NE NE NE Sec 4-20-25
 WELLSITE GEOLOGIST: Kim Shoemaker Ness Co., KS
 CONTRACTOR: L. D. DRILLING, INC. ELEVATION: GR: 2422'
 KB: 2427'
 SPUD: 3/14/08 @ 2:30 A.M. PTD: 4520'
 SURFACE: Ran 21 jts New 24# 8 5/8" Surface Casing, Tally 928', Set @ 936', w/ 175 sx
 60/40 Pozmix 2% Gel, 3% CC, 1/4# FloSeal, Did Circulate, Plug Down 9:00 A.M.
 3/15/08 by Basic Energy

3/14/08 Spud
 3/15/08 939' Wait on Cement
 3/16/08 1600' Drilling
 3/17/08 2910' Drilling
 3/18/08 3540' Drilling - Displace @ 3500'
 3/19/08 4090' Drilling - pipe strap corrected
 3/20/08 4478' CFS
 3/21/08 4483' Trip out w/ Tool for DST #2
 3/22/08 4488' RTD

Plugging: 1st Plug @ 1710' w/ 50 sx
 2nd Plug @ 960' w/ 50 sx, 3rd Plug @ 480' w/ 50 sx
 4th Plug @ 60' w/ 20 sx, 5th Plug @ Rathole w/ 15 sx
 Total 185 sx 60/40 Pozmix 4% Gel, 1/4# FloSeal
 by Basix Energy, Plug Down @ 6:10 A.M.
 KCC: Eric McClearn

SAMPLE TOPS:

Anhy	Top	1694	(+733)
Anhy	Base	1737	(+690)
Heebner		3795	(-1368)
Lansing		3836	(-1409) +1to show hole
Base Kansas City		4172	(-1745)
Marmaton		4194	(-1767)
Fort Scott		4356	(-1929)
Cherokee		4381	(-1954)
Mississippi Dol		4473	(-2046)
RTD		4488	(-2061)

DST #1 4400 - 4478' Mississippi
 TIMES: 30-45-45-60
 BLOW: 1st Open: weak 1/4" blo inc to 2 1/2"
 2nd Open: weak 1/4" blo inc to 3 1/2"
 RECOVERY: 80' ocm
 IFP: 33-49 ISIP: 1176
 FFP: 50-69 FSIP: 1166
 TEMP: 116 degrees

DST #2 4402 - 4483' Mississippi
 TIMES: 30-45-45-60
 BLOW: 1st Open: fair 1/4# blo inc to 5 1/2"
 2nd Open: weak 1/4# blo inc to 5"
 RECOVERY: 2' free oil, 108' sosm
 IFP: 34-57 ISIP: 1180
 FFP: 59-87 FSIP: 1169
 TEMP: 116 degrees

DST #3 4480 - 4488' Mississippi
 TIMES: 30-45-45-60
 BLOW: 1st Open: weak blow inc to 2"
 2nd Open: weak blow inc to 2"
 RECOVERY: 50' mw, (40% m, 60% w)
 IFP: 20-31 ISIP: 1291
 FFP: 32-46 FSIP: 1274
 TEMP: 116 degrees

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Noss City - 9W-75-11/4 W - Sinto

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energy services, L.P.

FIELD ORDER 18159

Subject to Correction

Date 3-15-08		Customer ID		Lease Grace	Well # 1	Legal 4-20-25	
C H A R G E		L.D. Drilling		County Noss	State KS	Station Pratt	
		Depth 939	Formation		Shoe Joint 44		
		Casing 8 5/8 24	Casing Depth 928	TD 939	Job Type CNW-Surface		
Customer Representative				Treater Steve Orlando			

AFE Number	PO Number	Materials Received by X Bill Owen	DLS
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	CP101	17554	A-Con Blend	---	2975.00
P	CP103	17554	60/40 P02	---	1925.00
P	CC102	8826	Collo-Flake	---	325.60
P	CC109	94826	Calcium Chloride	---	995.40
P	CF105	1ea	Top Rubber Cement Plug 8 5/8	---	225.00
P	CF1453	1ea	Slapper Type Insert Short Valve 8 5/8	---	280.00
P	E101	260 mi.	Heavy Equipment Mileage		1820.00
P	E113	20547 mi.	Bulk Delivery		3286.40
P	E100	130 mi.	Pickup mileage		552.50
P	CE240	350SK	Cement Service Charge		490.00
P	S003	1ea	Service Supervisor		175.00
P	CE201	1ea	Depth Charge 501-1000		1200.00
P	CE504	1ea	Plug Cement		250.00
			Discounted price plus taxes		10,439.93

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CONSERVATION DIVISION
WICHITA, KS

As consideration, the Customer agrees:

- a) To pay BASIC ENERGY SERVICES, L.P. in accordance with the rates and terms stated in BASIC ENERGY SERVICES, L.P.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.
- b) To defend indemnify, release and hold harmless BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:
1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at BASIC ENERGY SERVICES, L.P., Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by BASIC ENERGY SERVICES, L.P. negligence, strict liability, or operated, or furnished by BASIC ENERGY SERVICES, L.P. or any defect in the data, products, supplies, materials, or equipment of BASIC ENERGY SERVICES, L.P. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of BASIC ENERGY SERVICES, L.P. The term "BASIC ENERGY SERVICES, L.P." as used in said Section b) and c) shall mean BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, BASIC ENERGY SERVICES, L.P. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by BASIC ENERGY SERVICES, L.P. BASIC ENERGY SERVICES, L.P. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that BASIC ENERGY SERVICES, L.P. shall not be liable for and Customer shall indemnify BASIC ENERGY SERVICES, L.P. against any damages from the use of such information.

d) That BASIC ENERGY SERVICES, L.P. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BASIC ENERGY SERVICES, L.P.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials in expressly limited to the replacement of such products, supplies or materials on their return to BASIC ENERGY SERVICES, L.P. or, at BASIC ENERGY SERVICES, L.P.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall BASIC ENERGY SERVICES, L.P. be liable for special, incidental, indirect, punitive or consequential damages.

e) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.

f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.

g) That BASIC ENERGY SERVICES, L.P. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of BASIC ENERGY SERVICES, L.P.

Customer <u>L.D. Drilling</u>	Lease No. _____	Date <u>3-15-08</u>
Lease <u>Grace</u>	Well # <u>1</u>	
Field Order # <u>18159</u>	Station <u>Pratt</u>	Casing <u>8 5/8" 24"</u> Depth <u>439'</u>
		County <u>Noss</u> State <u>KS</u>
Type Job <u>CNW-Surface</u>	Formation _____	Legal Description <u>A-30-25</u>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft	From	To	Rate	PRESS	ISIP	
			From	To	Max		5 Min.	
Depth	Depth		From	To	Min		10 Min.	
Volume	Volume		From	To	Avg		15 Min.	
Max Press	Max Press		From	To	HHP Used		Annulus Pressure	
Well Connection	Annulus Vol.		From	To	Gas Volume		Total Load	
Plug Depth	Packer Depth		From	To				

Casing Size: _____ Tubing Size: _____ Shots/Ft: _____
 Depth: _____ From: _____ To: _____
 Volume: _____ From: _____ To: _____
 Max Press: _____ From: _____ To: _____
 Well Connection: _____ Annulus Vol.: _____ From: _____ To: _____
 Plug Depth: _____ Packer Depth: _____ From: _____ To: _____

Customer Representative _____ Station Manager Dave Scott Treater Steve Orlando

Service Units	<u>19829</u>	<u>19831</u>	<u>19860</u>	<u>19840</u>					
Driver Names	<u>Orlando</u>	<u>Bill</u>	<u>Skidds</u>	<u>Shawlin</u>					

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<u>3:30</u>					<u>On location - Safety meeting</u>
					<u>Run 22 JIS 8 5/8" 24" casing</u>
					<u>Insert flapper type on SJ.</u>
					<u>Casing on Bottom</u>
					<u>Hook up to casing Break circ w/k.</u>
<u>8:22</u>	<u>250</u>		<u>5</u>	<u>5</u>	<u>H2O Ahead</u>
<u>8:23</u>	<u>200</u>		<u>80</u>	<u>5</u>	<u>mit 17554s Accon Blend @ 10#/gal</u>
<u>8:40</u>	<u>150</u>		<u>38</u>	<u>5</u>	<u>mit 17554s 60/40 poz @ 14.9#/gal</u>
					<u>Shot Down - []</u>
					<u>Retreat plug</u>
<u>8:50</u>	<u>6</u>		<u>0</u>	<u>6</u>	<u>Start Displacement</u>
<u>8:53</u>	<u>300</u>		<u>22</u>	<u>5</u>	<u>list pressure</u>
<u>8:58</u>	<u>400</u>		<u>48</u>	<u>4</u>	<u>Slow Rate</u>
<u>9:00</u>	<u>1000</u>		<u>56</u>	<u>4</u>	<u>plug Down []</u>
					<u>Job Complete</u>
					<u>Thanks Steve</u>
					<u>Circulated 10 bbl top it</u>

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 WICHITA, KS

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energy services, L.P.

FIELD ORDER 18502

Subject to Correction

Date <u>3-22-08</u>		Customer ID		Lease <u>Grace</u>	Well # <u>1</u>	Legal <u>4-20s-25w</u>	
C H A R G E <u>L.D. Drilling</u>		County <u>Ness</u>		State <u>Ks.</u>	Station <u>Pratt</u>		
Depth		Formation		Shoe Joint			
Casing		Casing Depth		TD	Job Type <u>CNW-PTA</u>		
Customer Representative <u>Dilly</u>				Treater <u>Bobby Drake</u>			
AFE Number		PO Number		Materials Received by X <u>Bill Owen</u>			

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	CP103	185sk.	60/40 P02		2035 ⁰⁰
P	CC102	47lb.	Cellu-Flake (Poleflake-C)		173 ⁹⁰
P	CC200	320lb.	Cement Gel		80 ⁰⁰
P	CF153	1pc.	Wooden Cement Plug, 8 3/8"		160 ⁰⁰
P	E101	260mi.	Heavy Equipment Mileage		1920 ⁰⁰
P	E113	1040mi.	Bulk Delivery Charge		1664 ⁰⁰
P	E100	13mi.	Pick up Mileage		552 ⁹⁰
P	CE240	185sk.	Blending + Mixing Service Charge		289 ⁰⁰
P	S003	1pc.	Service Supervisor		175 ⁰⁰
P	CE202	1pc.	Depth Charge, 1001-2000'		1500 ⁰⁰
Discounted Price -					\$16061 ⁹⁷

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CONSERVATION DIVISION
WICHITA, KS

Customer <i>L.D. Drilling</i>	Lease No.	Date <i>3-22-08</i>
Lease <i>Grace</i>	Well # <i>1</i>	
Field Order # <i>18532</i>	Station <i>Pratt</i>	Casing
		Depth
Type Job <i>C/W - PTA</i>	Formation	County <i>Ness</i>
		State <i>Ks.</i>
		Legal Description <i>4-20S-25W</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft	<i>Cont.</i>	Acid	<i>1855k. 60/400k</i>	RATE	PRESS	ISIP
Depth	Depth	From	To	Pre Pad	<i>1.42513</i>	Max		5 Min.
Volume	Volume	From	To	Pad		Min		10 Min.
Max Press	Max Press	From	To	Frac		Avg		15 Min.
Well Connection	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush		Gas Volume		Total Load

Customer Representative <i>Billay</i>	Station Manager <i>Stoaty</i>	Treater <i>Bobby</i>
Service Units <i>19846</i>	<i>19889</i>	<i>19842</i>
<i>19960</i>	<i>19918</i>	
Driver Names <i>Arko</i>	<i>Kerr</i>	<i>Lesby</i>
<i>Dale</i>	<i>Rhye</i>	

Time	Casing Pressure	Tubing Pressure	Bbbs. Pumped	Rate	Service Log
<i>0230</i>					<i>Orientation - Safety Meeting</i>
					<i>1st plug - 1710' w/50sk.</i>
<i>02340</i>	<i>100</i>		<i>10</i>	<i>5.0</i>	<i>H2O Ahead</i>
<i>02342</i>	<i>100</i>		<i>12.5</i>	<i>5.0</i>	<i>Mix Cont. @ 13.8#/gal</i>
<i>02349</i>	<i>50</i>		<i>13</i>	<i>5.0</i>	<i>Disp.</i>
					<i>2nd plug - 960' w/50sk.</i>
<i>0435</i>	<i>100</i>		<i>5</i>	<i>5.0</i>	<i>H2O Ahead</i>
<i>0436</i>	<i>100</i>		<i>12.5</i>	<i>5.0</i>	<i>Mix Cont. @ 13.8#/gal</i>
<i>0441</i>	<i>50</i>		<i>7</i>	<i>5.0</i>	<i>DISP. 480' w/50sk.</i>
					<i>3rd Plug - 4180' w/50sk.</i>
<i>0507</i>	<i>100</i>		<i>5</i>	<i>5.0</i>	<i>H2O Ahead @ 13.8#/gal</i>
<i>0506</i>	<i>50</i>		<i>12.5</i>	<i>5.0</i>	<i>Mix Cont. @ 13.8#/gal</i>
<i>0510</i>	<i>0</i>		<i>1</i>	<i>5.0</i>	<i>Disp.</i>
					<i>4th Plug - 60' w/20sk.</i>
<i>0605</i>			<i>5</i>		<i>Mix Cont. @ 13.8#/gal</i>
<i>0610</i>			<i>4</i>		<i>Plug Rat Hole</i>
					<i>Job Complete</i>

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CONSERVATION DIVISION
WICHITA, KS

Thanks, Bobby