

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**

Operator: License # 32325  
Name: POPP OPERATING, INC  
Address: PO BOX 187  
City/State/Zip: HOISINGTON, KS 67544  
Purchaser: SEMCRUDE LLC.  
Operator Contact Person: RICKEY POPP  
Phone: ( 620 ) 786-5514  
Contractor: Name: DISCOVERY DRILLING CO., INC  
License: 31548  
Wellsite Geologist: JASON ALM

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>10/24/07</u>	<u>10/28/07</u>	<u>11/08/07</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 167-23,463-0000  
County: RUSSELL  
150°N SE SE SE Sec. 32 Twp. 15 S. R. 13  East  West  
480 feet from (S) N (circle one) Line of Section  
330 feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE (SE) NW SW  
Lease Name: MAI Well #: 4  
Field Name: TRAPP

Producing Formation: ARBUCKLE  
Elevation: Ground: 1887' Kelly Bushing: 1895'  
Total Depth: 3390' Plug Back Total Depth: 3337'  
Amount of Surface Pipe Set and Cemented at 876' 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)  
*ACTIWHM*  
*12-19-07*  
Chloride content 17,000 ppm Fluid volume 560 bbls  
Dewatering method used HAULED FREE FLUIDS  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: POPP OPERATING, INC.  
Lease Name: BOOMHOWER "A" License No.: 32325  
Quarter NW Sec. 32 Twp. 15S S. R. 13  East  West  
County: RUSSELL Docket No.: D-28,918

**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: Rickey Popp  
Title: PRESIDENT Date: 11/16/07

Subscribed and sworn to before me this 16th day of November, 2007.

Notary Public: Jane M. Steinert  
Date Commission Expires: 5/20/11

NOTARY PUBLIC - State of Kansas  
JANE M. STEINERT  
My Appt. Exp. 5/20/11

**KCC Office Use ONLY**  
 Letter of Confidentiality Received  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

**RECEIVED**  
KANSAS CORPORATION COMMISSION  
**NOV 21 2007**  
CONSERVATION DIVISION  
WICHITA, KS

Operator Name: POPP OPERATING, INC Lease Name: MAI Well #: 4  
 Sec. 32 Twp. 15 S. R. 13  East  West County: RUSSELL

**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  Yes  No  
 (Attach Additional Sheets)  
 Samples Sent to Geological Survey  Yes  No  
 Cores Taken  Yes  No  
 Electric Log Run  Yes  No  
 (Submit Copy)  
 List All E. Logs Run:

<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Name	Top	Datum
ANHYDRITE	861'	+1035'
TARIKO	2552'	-657'
PLATTSMOUTH	2913'	-1018'
HEEBNER	2995'	-1100'
L-KC	3067'	-1172'
ARBUCKLE	3324'	-1429'

**COMPENSATED DEUTRON/DENSITY, DUAL INDUCTION, MICRO & CEMENT BOND LOGS**

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 PIPE	12-1/4"	8-5/8"	23#	876'	COMMON	320 SX	2%GEL/3%CC
PRODUCTION CSG	7-7/8"	5-1/2"	14#	3388'	ECONOBOND	125 SX	

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 (Amount and Kind of Material Used)	Depth
4	3322-23'	150 GAL 7-1/2% MCA	

TUBING RECORD	Size <u>2-7/8"</u>	Set At <u>3327'</u>	Packer At <u>A/C 3267'</u>	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr. <u>11/12/07</u>	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls. <u>15</u>	Gas Mcf <u>-----</u>	Water Bbls. <u>350</u>	Gas-Oil Ratio	Gravity <u>39</u>
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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

# QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.#

Phone 785-483-2025

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

No. 1853

Cell 785-324-1041

Date	Sec.	Twp.	Range	Called Out	On-Location	Job Start	Finish
11-2-07							11:30am
Lease	Well No.		Location			County	State
Contractor				Owner			
Type Job				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.		Charge To				
Csg.	Depth		Street				
Tbg. Size	Depth		City State				
Drill Pipe	Depth		The above was done to satisfaction and supervision of owner agent or contractor.				
Tool	Depth						
Cement Left in Csg.	Shoe Joint						
Press Max.	Minimum						
Meas Line	Displace		<b>CEMENT</b>				
Perf.							
<b>EQUIPMENT</b>				Amount Ordered			
Pumptrk	No.	Cementer	Consisting of				
		Helper					
Bulktrk	No.	Driver	Common 300 @ 11 <sup>00</sup>				3300 <sup>00</sup>
		Driver					
Bulktrk	No.	Driver	Poz. Mix				
		Driver					
<b>JOB SERVICES &amp; REMARKS</b>				Gel. 6 @ 17 <sup>00</sup> 102 <sup>00</sup>			
Pumptrk Charge	150 <sup>00</sup>		Chloride 9 @ 47 <sup>00</sup> 423 <sup>00</sup>				
Mileage	15 @ 6 <sup>00</sup> 90 <sup>00</sup>		Hulls				
Footage			Salt				
		Total	Flowseal				
		1040 <sup>00</sup>					
Remarks:				Sales Tax			
				Handling 315 <sup>00</sup> 595 <sup>00</sup>			
				Mileage 89 @ 4 <sup>00</sup> 356 <sup>00</sup>			
				Sub Total 1040 <sup>00</sup>			
				Total			
				Floating Equipment & Plugs / 102 <sup>00</sup>			
				Squeeze Manifold			
				Rotating Head			
				Tax 286 <sup>00</sup>			
				Discount 594 <sup>00</sup>			
				Total Charge 5636 <sup>00</sup>			
X Signature							

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WICHITA, KS

Quality Oilwell Cementing



energy services, L.P.

TREATMENT REPORT

Customer: <b>TOP OPER</b>	Lease No.	Date: <b>10-29-07</b>
Lease: <b>MAI</b>	Well #: <b>4</b>	
Field Order #: <b>18414</b>	Station: <b>PRATT, KS.</b>	Casing: <b>5/2</b>
		Depth: <b>3389</b>
Type Job: <b>CNW - L.S.</b>	Formation: <b>TD-3390</b>	Legal Description: <b>32-15-13</b>
		County: <b>RUSSELL</b>
		State: <b>KS.</b>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size: <b>5/2</b>	Tubing Size	Shots/Ft		Acid		RATE	PRESS	ISIP
Depth: <b>3389</b>	Depth	From	To	Pre Pad	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: <b>5346</b>	Packer Depth	From	To	Flush	Gas Volume			Total Load

Customer Representative: <b>RACK</b>	Station Manager: <b>SCOTT</b>	Treater: <b>CORSEY</b>
Service Units: <b>19907</b>	<b>19841</b>	<b>19960 - 19918</b>
Driver Names: <b>HC</b>	<b>WILSON</b>	<b>DAVE</b>

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<b>0100</b>					<b>ON LOCATION</b>
					<b>RECEIVED KANSAS CORPORATION COMMISSION NOV 21 2007 CONSERVATION DIVISION WICHITA, KS</b>
					<b>KNW 3392' 5/2 Csg. 81 JTS FRONT SHAPE, LATCH BAPPIE ST (CENT.) - 2-3-5-6-7-8 THE BOTTOM - DROP BRU - CIRE. POTATE CASINGS</b>
<b>0415</b>	<b>200</b>		<b>20</b>	<b>5</b>	<b>Pump 20 bbl. 2% HCLH<sub>2</sub>O</b>
	<b>200</b>		<b>12</b>	<b>5</b>	<b>Pump 12 bbl. MUD FLUSH</b>
	<b>200</b>		<b>3</b>	<b>5</b>	<b>Pump 3 bbl. H<sub>2</sub>O</b>
	<b>200</b>		<b>40</b>	<b>5</b>	<b>MIX 150 SK FLOW BOND .3% CFR, .25% DEFORM, .3% FLA-322 STOP - WASH LINE - DROP PUG START DES? w/ 2% HCLH<sub>2</sub>O</b>
	<b>0</b>		<b>0</b>	<b>6</b>	<b>LIFT GUMMI</b>
	<b>200</b>		<b>55</b>	<b>6</b>	<b>SLOW RATE</b>
	<b>600</b>		<b>74</b>	<b>4</b>	<b>PUG DOWN - HELD</b>
<b>0445</b>	<b>1500</b>		<b>79.7</b>	<b>3</b>	<b>PUG KIL &amp; MUD - 25 SK. 60% PIZ</b>
<b>0530</b>					<b>JOB COMPLETE - THANKS KEVIN</b>

# BASIC

energy services, L.P.

**FIELD ORDER** 18474

Subject to Correction

Date	10-29-07	Customer ID		Lease	MAT	Well #	4	Legal	32-15-13
C H A R G E	POPP OPERATING			County	Russell	State	Ks.	Station	MAT, Ks
	Depth	Formation		Shoe Joint	43'				
	Casing	5 1/2	Casing Depth	3389	TD	3390	Job Type	CNW - C.S.	
				Customer Representative	ROCK	Treater	GORDLEY		

AFE Number		PO Number		Materials Received by	X ROCK POPP BY: K. GORDLEY
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
13	D207	150 SK	ELOWO BOND		2530.50
13	D203	25 SK	60/40 POZ		267.75
13	C195	39 lb.	FLA-322		321.75
13	C243	32 lb.	DEFOLMEX		110.40
13	C244	39 lb.	CFR		234.00
13	C141	10 gal	ISCC-1		440.00
13	C302	500 gal	MUD FLUSH		430.00
13	F101	6 EA	5 1/2 TRUBOLEER		445.20
13	F171	1 EA	5 1/2 LATCH DOWN RING		250.00
13	F211	1 EA	5 1/2 FLOAT SHOE		320.00
13	E100	140 mile	TRUCK RENTAL		700.00
13	E101	70 mile	TRUCK RENTAL		210.00
13	E104	525 SW	BULK DELIVERY		840.00
13	E107	175 SW	CONCRETE SERVICE CHARGE		262.50
13	E891	1 EA	SERVICE SUPERVISOR		150.00
13	R207	1 EA	HAND CHARGE		1596.00
13	R201	1 EA	CONCRETE HEAD		250.00
13	R202	1 EA	CASING SWEEL		150.00

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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 is 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.