

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: RIKEY 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. _____

10/18/07	10/22/07	11/05/07
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

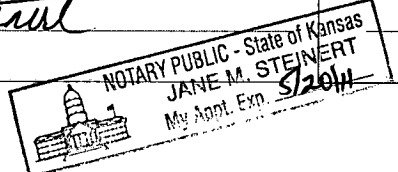
API No. 15 - 167-23,464-0000
 County: RUSSELL
15^{00N} NW NW SE Sec. 32 Twp. 15 S. R. 13 East West
2460 feet from (S) N (circle one) Line of Section
2310 feet from (E) W (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE (SE) NW SW
 Lease Name: MAI Well #: 3
 Field Name: TRAPP
 Producing Formation: ARBUCKLE
 Elevation: Ground: 1892' Kelly Bushing: 1900'
 Total Depth: 3390' Plug Back Total Depth: 3341'
 Amount of Surface Pipe Set and Cemented at 880 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) *ALT IWH*
 Chloride content 17,000 ppm Fluid volume 480' 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. Steinhert
 Date Commission Expires: 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 #: 3
 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:

Formation (Top), Depth and Datum		Sample
Name	Top	Datum
ANHYDRITE	866'	+1034'
TARIKO	2559'	-659'
PLATTSMOUTH	2922'	-1022'
HEEBNER	3004'	-1104'
L-KC	3074'	-1174'
ARBUCKLE	3328'	-1428'

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#	880'	COMMON	320 SX	2%GEL/3%CC
PRODUCTION CSG	7-7/8"	5-1/2"	14#	3387'	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	3327-28'	150 GAL 7-1/2% MCA	

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-7/8"	3324'	A/C 3264'	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumerd Production, SWD or Enhr.	Producing Method			
11/08/07	<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.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	150	-----	30		39

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. 1315

Cell 785-324-1041

Date	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
10-19-07	22	15	13				
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		To				
Tbg. Size	Depth		Street				
Drill Pipe	Depth		City		State		
Tool	Depth		The above was done to satisfaction and supervision of owner agent or contractor.				
Cement Left in Csg.	Shoe Joint						
Press Max.	Minimum						
Meas Line	Displace		CEMENT				
Perf.			Amount Ordered				
EQUIPMENT			Consisting of				
Pumptrk	No.	Cementer	Common				
		Helper	Poz. Mix				
Bulktrk	No.	Driver	Gel.				
		Driver	Chloride				
Bulktrk	No.	Driver	Hulls				
		Driver	Salt				
JOB SERVICES & REMARKS			Flowseal				
Pumptrk Charge	950.00		Total				
Mileage	90.00		1040.00				
Footage			Sales Tax				
Remarks:			Handling				
			Mileage				
			Sub Total				
			Total				
			Floating Equipment & Plugs				
			Squeeze Manifold				
			Rotating Head				
			RECEIVED				
			KANSAS CORPORATION COMMISSION				
			NOV 21 2007				
			CONSERVATION DIVISION WICHITA, KS				
			Tax				
			Discount				
			Total Charge				
Signature			286.67				
			(594.00)				
			5,636.17				

BASIC

energy services, L.P.

FIELD ORDER 17350

Subject to Correction

Date 10-23-07	Customer ID	Lease MAI	Well # 3	Legal 32-15-13
CHARGE POPP OPERATING		County Russell	State KS	Station Pratt
Depth		Formation		Shoe Joint
Casing 5 1/2		Casing Depth 3387'	TD	Job Type CNW Logging
Customer Representative			Treater Robert Fullon	
AFE Number	PO Number	Materials Received by X <i>Reuby Papp</i>		

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	D 207	150 SK	EconoBond		2530.50
P	D 203	25 SK	3/4 per		267.75
P	C 195	39 lb	FLH-322		321.75
P	C 243	32 lb	Defodmax		110.40
P	C 244	39 lb	Cement Friction Reducer		234.00
P	C 141	10 gal	JSCC 1		440.00
P	C 302	500 gal	MUD Fluid		430.00
P	F 101	5 SA	TurboLizer 5 1/2		371.00
P	F 171	1 SA	1. R. Latch Down Plug & Baffle 5 1/2		250.00
P	F 211	1 SA	Auto Fill Float shoe 5 1/2		320.00
P	E 100	140 mi	Heavy Vehicle Mileage		700.00
P	E 101	70 mi	pickup mileage		350.00
P	E 104	525 TM	Bulk Delivery		840.00
P	E 891	1 SA	Service Supervisor		150.00
P	E 107	175 SK	Cement Service charge		262.50
P	R 207	1 SA	Casing Cement Pumped 3000-3500'		1596.00
P	R 701	1 SA	Cement Head Rental		250.00
P	R 702	1 SA	Casing Service Rental		150.00
<p>RECEIVED KANSAS CORPORATION COMMISSION</p> <p>NOV 21 2007</p> <p>CONSERVATION DIVISION WICHITA, KS</p>					7,924.48
<p><i>Thank you</i></p>					

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.

Customer POPP OPERATING	Lease No.	Date
Lease MAI	Well # 3	10-23-07
Field Order # 17350	Station Pratt	Casing 5 1/2
Type Job CNW 5 1/2 Long string	Formation	Depth
		County Russell
		State KS
		Legal Description 32-15-13

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
5 1/2				150 sk Econobond				
Depth 3367	Depth	From	To	Pre Pad	Max		5 Min.	
Volume 31 1/2	Volume	From	To	Pad	Min		10 Min.	
Max Press 200	Max Press	From	To	Frac	Avg		15 Min.	
Well Connection 1" C	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth 3344	Packer Depth	From	To	Flush	Gas Volume		Total Load	

Customer Representative Dickie Popp	Station Manager Dave Scott	Treater Robert Sullivan
--	-----------------------------------	--------------------------------

Service Units 19867	19841								
Driver Names Sullivan	Mathew								

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
0330	11m				ON loc. Sully meeting
					RECEIVED
					KANSAS CORPORATION COMMISSION
					NOV 21 2007
					CONSERVATION DIVISION
					WICHITA, KS
0830					RUN 79 STS 5 1/2 "IU SS. 43' cont. only
0845					ON 1, 2, 6, 7, 8. JOINTS
					CASING set 3' off Bottom
					CASING ON BOTTOM
					Hook Rig to Break crew
					Hook up to pump
0915			20	4	START H²O w/cc!
			12	4	START mud flush
0930	200				START cont 150 sk Econobond
0940			43		STOP wash pump & Lines
0942				5	Release Plug & Start Disp
	300		64		Tilt Pressure
	600		64	4	Slow Rate
1000	1600		82	3.5	Plug down float hold
			8	2	Plug R.H. MH
1030					Job Complete
					Thank you