

**KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

Form ACO-1
September 1999
Form Must Be Typed
ORIGINAL

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>6/25/07</u>	<u>6/29/07</u>	<u>7/20/07</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 167-23,439,0000
 County: RUSSELL
150W - NW - NE - SW Sec. 36 Twp. 15 S. R. 14 East West
2310 feet from (S) N (circle one) Line of Section
1470 feet from E (W) (circle one) Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 (circle one) NE SE NW (SW)
 Lease Name: DUMLER Well #: 1
 Field Name: TRAPP
 Producing Formation: ARBUCKLE
 Elevation: Ground: 1881' Kelly Bushing: 1889'
 Total Depth: 3390' Plug Back Total Depth: 3338'
 Amount of Surface Pipe Set and Cemented at 870 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set _____ Feet
 If Alternate II completion, cement circulated from 870
 feet depth to SURFACE w/ 340 _____ sx cmt.
Drilling Fluid Management Plan Air I NH 7-15-08
(Data must be collected from the Reserve Pit)
 Chloride content 17,000 ppm Fluid volume 300 bbls
 Dewatering method used EVAPORATION
 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: Rickey Popp
 Title: PRESIDENT Date: 8/13/07
 Subscribed and sworn to before me this 14th day of August
20 07
 Notary Public: Jane M. Steivert
 Date Commission Expires: 5/20/11

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

KCC Office Use ONLY

Letter of Confidentiality Received
 Wireline Log Received **RECEIVED**
 Geologist Report Received **KANSAS CORPORATION COMMISSION**
 UIC Distribution **AUG 17 2007**
**CONSERVATION DIVISION
 WICHITA, KS**

Operator Name: POPP OPERATING, INC Lease Name: DUMLER Well #: 1
 Sec. 36 Twp. 15 S. R. 14 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 <input type="checkbox"/> Yes <input checked="" 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 <i>(Submit Copy)</i> List All E. Logs Run: DUAL INDUCTION, COMPENSATED NEUTRON/DENSITY, MICRO & CEMENT BOND LOGS	<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:70%;">Name</td> <td style="width:15%;">Top</td> <td style="width:15%;">Datum</td> </tr> <tr> <td>ANHYDRITE</td> <td>848'</td> <td>+1041</td> </tr> <tr> <td>TARIKO</td> <td>2567'</td> <td>-678</td> </tr> <tr> <td>TOPEKA</td> <td>2772'</td> <td>-883</td> </tr> <tr> <td>PLATTSMOUTH</td> <td>2924'</td> <td>-1035</td> </tr> <tr> <td>HEEBNER</td> <td>3003'</td> <td>-1114</td> </tr> <tr> <td>L-KC</td> <td>3069'</td> <td>-1180</td> </tr> <tr> <td>ARBUCKLE</td> <td>3305'</td> <td>-1416</td> </tr> </table>	Name	Top	Datum	ANHYDRITE	848'	+1041	TARIKO	2567'	-678	TOPEKA	2772'	-883	PLATTSMOUTH	2924'	-1035	HEEBNER	3003'	-1114	L-KC	3069'	-1180	ARBUCKLE	3305'	-1416
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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 PIPE	12-1/4"	8-5/8"	24#	870'	COMMON	340	2%GEL/3%CC
PRODUCTION CSG	7-7/8"	5-1/2"	14#	3385'	ECONOBOND	150	

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'	3304-05'	150 GAL 7-1/2" MCA	

TUBING RECORD	Size <u>2-7/8"</u>	Set At <u>3337'</u>	Packer At <u>A/C 3276'</u>	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr. <u>7/20/07</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>12</u>	Gas Mcf	Water Bbls. <u>500</u>	Gas-Oil Ratio <u>39</u>

Disposition of Gas **METHOD OF COMPLETION** Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
(If vented, Submit ACO-18.) Other (Specify) _____

QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D.#

Phone 785-483-2025

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

No. 1548

Cell 785-324-1041

Date	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
7/17/07					2:00 PM	3:00 PM	3:45 PM
Lease	Well No.	Location		County	State		
	21	Russell 11/35/50		KS	KS		
Contractor	Owner			To Quality Oilwell Cementing, Inc.			
Type Job	You are hereby requested to rent cementing equipment and furnish						
Hole Size	T.D. are	cement and helper to assist owner or contractor to do work as listed.					
Csg. Size	Depth	Charge					
8 1/2 23 1/2	870	To Kapp County					
Tbg. Size	Depth	Street					
		City					
Drill Pipe	Depth	State					
Tools	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	54 1/2 Bbl					
Perf.	EQUIPMENT Steve						
Pumptrk No.	Cementer	Amount Ordered					340 @ 11.00
	Helper	Consisting of					3,740.00
Bulktrk No.	Driver	Common					6 @ 17.00
	Driver	Poz. Mix					102.00
Bulktrk No.	Driver	Gel.					10 @ 47.00
	Driver	Chloride					470.00
JOB SERVICES & REMARKS							Hulls
Pumptrk Charge	870 SURFACE	950.00					Salt
Mileage	14 @ 6.00	84.00					Flowseal
Footage							
	Total	1034.00					
Remarks:	Cemented and Cured						
							Sales Tax
							Handling
							Mileage
							Pump TRUCK CHARGE
							Sub Total
							Total
							Floating Equipment & Plugs
							Squeeze Manifold
							Rotating Head
							RECEIVED
							KANSAS CORPORATION CO
							AUG 17 2007
							Tax
							Discount
							Total Charge

Mark Lee

RECEIVED
KANSAS CORPORATION CO
AUG 17 2007
Tax 322.22
Discount (652.00)
Total Charge 6,793.34

Customer <i>Pope Operating</i>	Lease No.	Date <i>6-30-07</i>
Lease <i>Dumber</i>	Well # <i>1</i>	<i>3390</i>
Field Order # <i>16329</i>	Station <i>Pratt</i>	Casing <i>5 1/2 14"</i>
Type Job <i>CNW Long Strip</i>	Depth <i>3396</i>	County <i>Russell</i>
	Formation	State <i>KS</i>
		Legal Description <i>36-15-5-14W</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft	Cement	Acid	RATE	PRESS.	ISIP	
<i>5 1/2</i>			<i>150cks</i>	<i>Econobond</i>				
Depth <i>3338</i>	Depth	From	To	Pre Pad <i>1.52 cuft³</i>	Max			5 Min.
Volume <i>82.6</i>	Volume	From	To	Pad <i>60/40 Poz</i>	Min			10 Min.
Max Press.	Max Press	From	To	Frac	Avg			15 Min.
Well Connection <i>P.C.</i>	Annulus Vol.	From	To		HHP Used			Annulus Pressure
Plug Depth <i>3346</i>	Packer Depth	From	To	Flush <i>81.6 bbl</i>	Gas Volume			Total Load

Customer Representative <i>Rick Popp</i>	Station Manager <i>Dave Scott</i>	Treater <i>Steve Orlando</i>
Service Units <i>19869</i>	<i>19889</i>	<i>19842</i>
Driver Names <i>Steve Keover</i>	<i>Lesley Dale</i>	<i>Phyllis</i>

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
					<i>On location - Safety Meeting</i>
					<i>Run 82 Jts 5 1/2 14" Casing</i>
					<i>Central coils 1-2-3-4-5-6-7</i>
					<i>Casing on Bottom - Break Circ w/Pls</i>
					<i>Rotate Casing</i>
<i>8:25</i>	<i>200</i>		<i>12</i>	<i>5.5</i>	<i>Mud Flush</i>
<i>8:27</i>	<i>250</i>		<i>5</i>	<i>5.5</i>	<i>H2O spacer</i>
<i>8:30</i>	<i>200</i>		<i>42</i>	<i>5.5</i>	<i>Mix 150cks Econobond @ 13.8#/gal</i>
					<i>Shutdown Clear pump + Line</i>
<i>8:42</i>	<i>0</i>		<i>0</i>	<i>7</i>	<i>Start Dis placement</i>
<i>8:50</i>	<i>500</i>		<i>65</i>	<i>5</i>	<i>Lost pressure</i>
<i>8:55</i>	<i>1600</i>		<i>82</i>	<i>4</i>	<i>Plug Down - Held</i>
<i>8:55</i>	<i>1600</i>				<i>Plug Kit + M H</i>
					<i>Job Complete,</i>
					<i>THANKS, Steve</i>
					RECEIVED
					CONSERVATION COMMISSION
					AUG 17 2007
					CONSERVATION DIVISION
					WICHITA, KS

JetStar

ENERGY SERVICES INC.

Subject to Correction

FIELD ORDER 16329

Abingdon North on 23160 C-112 V. Eastly North East Into

Date 6-30-07	Customer ID	Lease <u>Dumber</u>	Well # <u>1</u>	Legal <u>36-155-14w</u>
CHARGE <u>Popp Operating</u>		County <u>Russell</u>	State <u>KS</u>	Station <u>Pratt</u>
		Depth <u>3390</u>	Formation	Shoe Joint <u>41.92</u>
		Casing <u>5 7/8 14"</u>	Casing Depth <u>3328</u>	TD <u>3328</u>
		Customer Representative <u>Kirk Popp</u>	Treater <u>Steve Orlando</u>	Job Type <u>CNW L.S.</u>
AFE Number	PO Number	Materials Received by <u>X</u> <u>Thomas A</u>		

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	D201	150sk	EconoBond		2530.50
P	D203	25sk	60/40 Poz		267.75
P	C195	392lb	FLA-322		321.75
P	C243	32lb	NaFormol		110.40
P	C244	392lb	Cement Friction Reducer		234.00
P	C141	106gal	JSCC-1		440.00
P	C300	500gal	Mudflush		430.00
P	F101	2ea	Turbolizer		519.40
P	F171	1ea	Latch Down Plug Baffle		250.00
P	F211	1ea	Auto Kill Cleat Stop		320.00
P	E102	140mi	Heavy Vehicle Mileage		700.00
P	E101	70mi	Pickup mileage		210.00
P	E104	525tm	Bulk Delivery		240.00
P	E107	175sk	Cement Service Charge		262.50
P	E891	1ea	Service Supervisor		150.00
P	R207	1ea	Cement pump out 3001-3500		1596.00
P	R701	1ea	Cement head Rental		250.00
P	R702	1ea	Casing Swivel Rental		150.00
Discounted price plus tax					8049.13

RECEIVED
KANSAS CORPORATION COMMISSION

AUG 17 2007

CONSERVATION DIVISION
WICHITA, KS

As consideration, the Customer agrees:

a) To pay JET STAR ENERGY SERVICE, INC. in accordance with the rates and terms stated in JET STAR ENERGY SERVICE, INC.'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 JET STAR ENERGY SERVICE, INC., 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 JET STAR ENERGY SERVICE, INC., 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 JET STAR ENERGY SERVICE, INC. negligence, strict liability, or operated, or furnished by JET STAR ENERGY SERVICE, INC. or any defect in the data, products, supplies, materials, or equipment of JET STAR ENERGY SERVICE, INC. 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 JET STAR ENERGY SERVICE, INC. The term "JET STAR ENERGY SERVICE, INC." as used in said Section b) and c) shall mean JET STAR ENERGY SERVICE, INC., 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, JET STAR ENERGY SERVICE, INC. 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 JET STAR ENERGY SERVICE, INC. JET STAR ENERGY SERVICE, INC. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that JET STAR ENERGY SERVICE, INC. shall not be liable for and Customer shall indemnify JET STAR ENERGY SERVICE, INC. against any damages from the use of such information.

d) That JET STAR ENERGY SERVICE, INC. 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. JET STAR ENERGY SERVICE, INC.'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 JET STAR ENERGY SERVICE, INC. or, at JET STAR ENERGY SERVICE, INC.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall JET STAR ENERGY SERVICE, INC. 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 JET STAR ENERGY SERVICE, INC. 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 JET STAR ENERGY SERVICE, INC.