

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

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>7/8/07</u>	<u>7/14/07</u>	<u>7/27/07</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 167-23438-0000
County: RUSSELL
215W 65N SESE NW Sec. 32 Twp. 15 S. R. 13 East West
3035' feet from (S) N (circle one) Line of Section
3185' feet from (E) W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: BOOMHOWER "A" Well #: 1 SWD
Field Name: TRAPP
Producing Formation: ARBUCKLE
Elevation: Ground: 1859' Kelly Bushing: 1867'
Total Depth: 3575' Plug Back Total Depth: 3575'
Amount of Surface Pipe Set and Cemented at 453' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set 1688 Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ 400 _____ sx cmt.

Drilling Fluid Management Plan SWD NH 7-16-08
(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.: _____

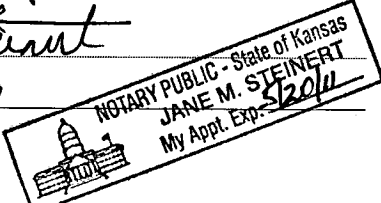
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side 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: 7/31/07

Subscribed and sworn to before me this 1st day of August,
20 07

Notary Public: Jane M. Steinhert
Date Commission Expires: 5/20/2011



KCC Office Use ONLY

Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

RECEIVED
KANSAS CORPORATION COMMISSION

logs to uic

AUG 02 2007

Operator Name: POPP OPERATING, INC Lease Name: BOOMHOWER "A" Well #: 1 SWD
 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.

<p>Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i></p> <p>Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Submit Copy)</i></p> <p>List All E. Logs Run:</p>	<p><input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Name</td> <td style="width: 20%;">Top</td> <td style="width: 20%;">Datum</td> </tr> <tr> <td>ANHYDRITE</td> <td>834'</td> <td>+1032</td> </tr> <tr> <td>HEEBNER</td> <td>2966'</td> <td>-1100</td> </tr> <tr> <td>TORONTO</td> <td>2982'</td> <td>-1118</td> </tr> <tr> <td>DOUGLAS</td> <td>2998'</td> <td>-1132</td> </tr> <tr> <td>L-KC</td> <td>3036'</td> <td>-1170</td> </tr> <tr> <td>ARBUCKLE</td> <td>3294'</td> <td>-1428'</td> </tr> <tr> <td>REAGON SANDSTONE</td> <td>3480'</td> <td>-1614</td> </tr> <tr> <td>GRANITE WASH</td> <td>3535'</td> <td>-1669</td> </tr> </table>	Name	Top	Datum	ANHYDRITE	834'	+1032	HEEBNER	2966'	-1100	TORONTO	2982'	-1118	DOUGLAS	2998'	-1132	L-KC	3036'	-1170	ARBUCKLE	3294'	-1428'	REAGON SANDSTONE	3480'	-1614	GRANITE WASH	3535'	-1669
Name	Top	Datum																										
ANHYDRITE	834'	+1032																										
HEEBNER	2966'	-1100																										
TORONTO	2982'	-1118																										
DOUGLAS	2998'	-1132																										
L-KC	3036'	-1170																										
ARBUCKLE	3294'	-1428'																										
REAGON SANDSTONE	3480'	-1614																										
GRANITE WASH	3535'	-1669																										

DUAL INDUCTION, PROSITY, 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	13-1/2"	10-3/4"	40.5	453'	COMMON	200 SX	2%GEL/3%CC
PRODUCTION CSG	9-7/8"	7"	23	3390'	ECONOBOND	125 SX	10%SALT/4%GEL/2%CC

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	D-V @ 1688'	A-CON	400	3%CC&1/4#/SX CELLFLAKE

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
OPEN HOLE	3390' TO 3575'	1000 GAL: 28% MCA	

TUBING RECORD	Size 4-1/2" SEAL-TITE	Set At 3335' w/ 4-1/2 fiberglass @ 3565'	Packer At 3340'	Liner Run <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------	--------------------------	---	--------------------	--

Date of First, Resumerd Production, SWD or Enhr. **WAITING ON APPROVAL TO DISPOSE** Producing Method Flowing Pumping Gas Lift 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) _____

QUALITY OILWELL CEMENTING, INC.

Federal Tax I.D. _____

Phone 785-483-2025 Home Office P.O. Box 32 Russell, KS 67665 No. **1250**
 Cell 785-324-1041

Date: 7-8-07	Sec.	Twp.	Range	Called Out	Of Location	Job Start	Finish
Lease: Boonville	Well No. H-7-SWD	Location 281 + Michaels Rd		Perched	County	State	
Contractor Discovery Drilling				Owner 3/4 E 415			
Type Job Long Surface				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 13 1/2	T.D. 457	Depth 455		Charge To Prop Oper 119			
Csg. 10 3/4	Depth	Street		City			
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. 10 15	Shoe Joint						
Press Max.	Minimum						
Meas Line	Displace 45# 4 3/8 BBL	CEMENT					
Perf.							

EQUIPMENT

Pumptrk 1	No.	Cementer	Dave	Amount Ordered	200 com 3% CC 2% gel	
		Helper		Consisting of		
Bulktrk 2	No.	Driver	Brandon	Common	200 @ 11.00	2,200.00
		Driver		Poz. Mix		
Bulktrk pu	No.	Driver	Darin	Gel.	4 @ 17.00	68.00
		Driver		Chloride	6 @ 47.00	282.00
				Hulls		

JOB SERVICES & REMARKS

Pumptrk Charge	Surface	750.00
Mileage	16	96.00
Footage		
Total		846.00

Remarks:	Sales Tax	
	Handling 210 @ 1.90	399.00
	Mileage .08 per sack per mile	300.00
	PUMP TRUCK CHARGE	846.00
	Sub Total	846.00
	Total	
	Floating Equipment & Plugs	
	Squeeze Manifold	
	Rotating Head	
	RECEIVED KANSAS CORPORATION COMMISSION	
	AUG 02 2007	
	CONSERVATION DIVISION WICHITA, KS	
	Tax	186.15
	Discount	(410.00)
	Total Charge	3871.15
X Signature [Signature]		

Subject to Correction

Date 7-14-07	Customer ID	Lease Boomer A	Well# 4 SWD	Legal 32-15-73
		County Russell	State KS	Station PRATT KS
C H A R G E	Depth 1688' D.V.		Formation ool	Shoe Joint 39'
	Casing 7"		Casing Depth 3390'	TD 3576'
	Job Type C.N.W.2S.		Customer Representative Rick Popp	Treater Robert Sullivan
AFE Number	PO Number	Materials Received by X	Thomas	DLS

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	D 207	125 st	Econobond		2,108.75
P	D 201	400 st	A-CON Blend		6,828.00
P	D 203	25 st	60/40 po2		267.75
P	c 194	100 lb	Cellfak		370.00
P	c 195	33 lb	FLA-322		272.25
P	c 243	27 lb	Defoamer		93.15
P	c 244	33 lb	Cement Friction Reducer		198.00
P	c 310	1,128 lb	Calcium chloride		1,128.00
P	c 302	500 gal	mud flush		430.00
P	7102	4 EA	Centralizer 7"		332.00
P	7122	3 EA	Basket 7"		840.00
P	7182	1 SA	Weatherford Latch down plug & BA 7"		881.00
P	7252	1 SA	Two Stage Cement Collar 7"		5,846.00
P	7282	1 SA	Cement Shoe Basket Type 7"		2,400.00
P	E 100	210 mi	Heavy Vehicle Mileage 1 way		1,050.00
P	E 101	70 mi	Pickup mileage		210.00
P	E 104	1,768 + m.	Bulk Delivery		2,828.00
P	E 107	550 st	Cement Service Charge		825.00
P	E 891	1 SA	Service Supervisor		150.00
P	R 207	1 SA	Casing Cement Pumper 3001-3500' 4hr		1,596.00
P	R 701	1 SA	Cement Head Rental		250.00

RECEIVED
KANSAS CORPORATION COMMISSION

AUG 02 2007

CONSERVATION DIVISION
WICHITA, KS

Discounted price
Thank you very much Robert

24,279.28

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 in 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.

Customer <i>Popp operating</i>	Lease No.	Date <i>7-14-07</i>
Lease <i>Boomer A</i>	Well # <i>#1 SWD</i>	
Field Order # <i>16453</i>	Station <i>PRATH</i>	Casing <i>7"</i>
		Depth <i>3390'</i>
Type Job <i>C.N.W L.S. Two/Stage</i>	Formation	County <i>Russell</i>
		State <i>KS</i>
		Legal Description <i>32-15-13</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>7"</i>				Pre Pad	Max		5 Min.	
Depth	Depth	From	To	Pad	Min		10 Min.	
Volume	Volume	From	To	Frac	Avg		15 Min.	
Max Press	Max Press	From	To		HHP Used		Annulus Pressure	
Well-Connection	Annulus Vol.	From	To	Flush	Gas Volume		Total Load	
Plug Depth	Packer Depth	From	To					

Customer Representative <i>Rick Popp</i>	Station Manager <i>DAVE SCOTT</i>	Treater <i>Robert Sullivan</i>
---	--------------------------------------	-----------------------------------

Service Units	<i>19907</i>	<i>19804</i>	<i>19820</i>	<i>19837</i>	<i>19918</i>	<i>19907</i>				
Driver Names	<i>Kevin Nelson</i>	<i>DALE</i>	<i>PAUL</i>	<i>Robert</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>2100</i>					<i>1st STAGE ON LOC</i>
					<i>RUN 3393' 7" 23# CASING 86 JOINTS</i>
					<i>7" BASKET SHOE LATCH BATH / COLLECT</i>
					<i>7" DV TOOL #43 P1688"</i>
					<i>CENTRALIZER 1-2-3-44</i>
					<i>BASKET #2 -42-43</i>
					<i>1st STAGE</i>
<i>0520</i>	<i>200</i>		<i>12</i>	<i>6</i>	<i>Pump 12 bb MUD Flush</i>
	<i>200</i>		<i>3</i>	<i>6</i>	<i>Pump 3 H²⁰ WATER</i>
	<i>200</i>		<i>34</i>	<i>6</i>	<i>Mix 1.25 sk. Econobond</i>
					<i>STOP - WASH - Pump Line</i>
<i>0545</i>	<i>0</i>		<i>0</i>	<i>6</i>	<i>START Disp w H²⁰</i>
	<i>200</i>		<i>70</i>	<i>6</i>	<i>START Disp w/ MUD</i>
	<i>300</i>		<i>100</i>	<i>6</i>	<i>Fit Cement</i>
<i>0605</i>	<i>1500</i>		<i>131.8</i>	<i>4</i>	<i>Plug down Float Hold</i>
<i>0610</i>					<i>DROP D.V. OPEN TOOL</i>
<i>0620</i>					<i>OPEN DV TOOL</i>
					<i>circ w/ R/g</i>

RECEIVED
KANSAS CORPORATION COMMISSION
AUG 02 2007
CONSERVATION DIVISION
WICHITA, KS

PHSP # 2

Customer <i>POPR OPERATING</i>	Lease No.	Date
Lease <i>Boohower "A"</i>	Well # <i>1 SWD</i>	<i>7-14-07</i>
Field Order # <i>10453</i>	Station <i>PRATT</i>	Casing <i>7"</i>
		Depth <i>1088-DIV</i>
		County <i>Russell</i>
		State <i>KS</i>
Type Job <i>C.N.W. LS. Two Stage</i>	Formation	Legal Description <i>32-15-13</i>

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS.	ISIP
Depth	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	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative	Station Manager	Treater
Service Units		
Driver Names		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>0635</i>	<i>200</i>		<i>182</i>	<i>6</i>	<i>2ND STAGE</i>
					<i>Mix 400 sk A-CON Cement</i>
					<i>3% CC 1/4" sk Cellulose</i>
			<i>0</i>		<i>STOP - Wash Lines Drop plug</i>
<i>0705</i>	<i>0</i>		<i>0</i>	<i>6</i>	<i>START Disp w H²O</i>
	<i>500</i>			<i>6</i>	<i>Lift PSI</i>
<i>0720</i>	<i>1500</i>		<i>06.5</i>	<i>4</i>	<i>Plug down DIV closed</i>
					<i>Cement to Surface (NO) Dip not circ cement</i>
					<i>Plug R.H. & M.H. 25 sk 1/4" POZ</i>
<i>0800</i>					<i>JOB Complete</i>

Thank you

RECEIVED
KANSAS CORPORATION COMMISSION

AUG 02 2007

CONSERVATION DIVISION
WICHITA, KS