

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 SIOW 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>7/23/07</u>	<u>7/26/07</u>	<u>8/10/07</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 167-23,443-0000
County: RUSSELL
150W SE SE SW Sec. 29 Twp. 15 S. R. 13 East West
330 feet from (S) / N (circle one) Line of Section
2160 feet from E / (W) (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW (SW)
Lease Name: SELLENS HEIRS Well #: 2
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 873 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to 15SX RAT HOLE w/ 10SX MOUSE HOLE sx cmt.

Drilling Fluid Management Plan A-11 II NW 7-21-08
(Data must be collected from the Reserve Pit)

Chloride content 18,000 ppm Fluid volume 240 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.: _____

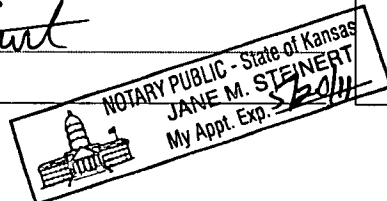
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side 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: Richy Popp
Title: PRESIDENT Date: 9/4/07

Subscribed and sworn to before me this 4th day of September, 2007.

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



KCC Office Use ONLY

Letter of Confidentiality Received

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received **RECEIVED**

UIC Distribution **KANSAS CORPORATION COMMISSION**

SEP 12 2007

Operator Name: POPP OPERATING, INC Lease Name: SELLENS HEIRS Well #: 2
 Sec. 29 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 <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:	<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>869'</td> <td>+1031'</td> </tr> <tr> <td>TARIKO</td> <td>2558'</td> <td>-658'</td> </tr> <tr> <td>HOWARD</td> <td>2694'</td> <td>-794'</td> </tr> <tr> <td>HEEBNER</td> <td>2998'</td> <td>-1098'</td> </tr> <tr> <td>DOUGLAS</td> <td>3028'</td> <td>-1128'</td> </tr> <tr> <td>L-KC</td> <td>3068'</td> <td>-1168'</td> </tr> <tr> <td>ARBUCKLE</td> <td>3326'</td> <td>-1426'</td> </tr> </table>	Name	Top	Datum	ANHYDRITE	869'	+1031'	TARIKO	2558'	-658'	HOWARD	2694'	-794'	HEEBNER	2998'	-1098'	DOUGLAS	3028'	-1128'	L-KC	3068'	-1168'	ARBUCKLE	3326'	-1426'
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DUAL INDUCTION, MICRO, COMPENSATED DENSITY NEUTRON & 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"	24#	873'	COMMON	320	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	3325-26'	150 GAL 7-1/2% MCA	
4	3326-27'	150 GAL 7-1/2" MCA	

TUBING RECORD		Size <u>2-7/8"</u>	Set At <u>3333'</u>	Packer At <u>A/C 3271'</u>	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumerd Production, SWD or Enhr. <u>8/22/07</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>350</u>	Gas-Oil Ratio	Gravity <u>39</u>

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
Cell 785-324-1041

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

No. **1404**

Date	7-24-07	Sec.	Twp.	Range	Called Out	On Location	Job Start	Finish
Lease	Sellers Heirs Well No. 2			Location		Russell 12S 3E N15	Russell County	KS State
Contractor	Discovery Dig Rig 2				Owner			
Type Job	Long Surface				To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cement and helper to assist owner or contractor to do work as listed.			
Hole Size	12 1/4	T.D.	874			Charge To		
Csg.	8" 4	Depth	873			POOD Operating Co		
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.	16.15	Shoe Joint				CEMENT		
Press Max.		Minimum				Amount Ordered		
Meas Line		Displace	24# 54.69			320 cum 3600 2 1/2 gal		
Perf.						Consisting of		
EQUIPMENT				Down Dave				
Pumptrk	1	No.	Cementer Helper	Common				
Bulktrk	2	No.	Driver	320 @ 11.00				
Bulktrk	3	No.	Driver	Poz. Mix				
JOB SERVICES & REMARKS				Gel. 7 @ 17.00				
				Chloride 10 @ 47.00				
				Hulls				
Pumptrk Charge	Long Surface		950.00					
Mileage	16 @ 6.00		96.00					
Footage								
			Total		1046.00			
Remarks:						Sales Tax		
Cement						Handling 337 @ 1.90		
CIR						Mileage .08 per sl per min's		
						pump t.k		
						Sub Total 1046.00		
						Total		
Thanks						Floating Equipment & Plugs F&S solid 102.00		
						Squeeze Manifold		
						Rotating Head		
						RECEIVED KANSAS CORPORATION COMMISSION		
						SEP 12 2007		
						Tax 307.40		
						Discount 633.00		
						Total Charge 6003.00		
Signature								



FIELD ORDER 16456

Subject to Correction

Date <u>7-27-07</u>		Customer ID		Lease <u>SULLIVAN HEARS</u>	Well # <u>2</u>	Legal <u>29-15-13</u>	
CHARGE <u>POPP OPERATIONS</u>		County <u>Russell</u>		State <u>Ks.</u>		Station <u>PLAFA, Ks.</u>	
Depth		Formation		Shoe Joint <u>40'</u>			
Casing <u>5 1/2</u>		Casing Depth <u>3588</u>		TD <u>3390'</u>		Job Type <u>CNW - C.S.</u>	
Customer Representative <u>Reed</u>				Treater <u>Goodsey</u>			

AFE Number	PO Number	Materials Received by <input checked="" type="checkbox"/> <u>Ruby Long</u>	<u>DIS</u>
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	D207	150 SK.	ECONO BOND		2530.50
P	D203	25 SK.	60/40 P02		267.75
P	C195	39 lb.	FLA-322		321.75
P	C243	32 lb.	DEFORMER		110.40
P	C244	39 lb.	CFR		234.00
P	C141	10 gal.	J5cc-1		440.00
P	C302	500 gal.	MUDFLUSH		430.00
P	F101	5 EA.	5 1/2 TURBOLIZER		371.00
P	F171	1 EA.	5/8 LATCH DOWN PULG		250.00
P	F211	1 EA.	5/8 FLAT SHOES		320.00
P	E100	140 mile	TRUCK MILEAGE		700.00
P	E101	70 mile	PICKUP MILEAGE		210.00
P	E104	525 TM	BULK DELIVERY		840.00
P	E107	175 SK.	CEMENT SPURTECHARGE		262.50
P	R2891	1 EA.	SEWING SUPERVISOR		150.00
P	R201	1 EA.	PLANNING CHARGE		1546.00
P	R201	1 EA.	CEMENT HEAD		250.00
P	R202	1 EA.	CASING SURVEY		150.00

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REGISTRATION DIVISION

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.

e) 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.

c) 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.

e) 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>PIP OPERATIONS</i>		Lease No.	Date <i>7-27-07</i>	
Lease <i>SUNNY HILLS</i>		Well # <i>2</i>		
Field Order # <i>10456</i>	Station <i>PRATT</i>	Casing <i>5 7/8</i>	Depth <i>3388</i>	County <i>Russell</i> State <i>KS</i>
Type Job <i>CANW - LIS.</i>	Formation <i>TD-3390</i>	Legal Description <i>19-15-13</i>		

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size <i>5 7/8</i>	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
Depth <i>3388</i>	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 <i>BOB</i>	Station Manager <i>SCOTT</i>	Treater <i>GEORGE</i>
Service Units <i>19907 1984 19830 1986</i>		
Driver Names <i>MC NELSON BUES</i>		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>1930</i>					<i>ON LOCATION</i>
					<i>WELL 3390 5 7/8 C.S. 8 1/2" I.D.</i>
					<i>FROM STEEL LARVAL BARRIE</i>
					<i>CEMENT 1-2-3-5-6</i>
					<i>17% POTASSIUM DROPP BALL - C.P.R.</i>
					<i>2 PORTITE CASING</i>
<i>2000</i>			<i>20</i>	<i>5</i>	<i>Flow 20 bbl 2% COC-1 (H₂O)</i>
<i>2000</i>			<i>12</i>	<i>5</i>	<i>Flow 500 gallon H₂O</i>
<i>2000</i>			<i>3</i>	<i>5</i>	<i>Flow 3 bbl H₂O</i>
<i>2000</i>			<i>40</i>	<i>5</i>	<i>Flow 150 SK H₂O</i>
					<i>3% COC, 25% DEFON, 3% FEA-322</i>
					<i>SIDP - 100 PSI - DROPP BALL</i>
	<i>0</i>		<i>0</i>	<i>600</i>	<i>Flow disp. w/ 2% H₂O</i>
	<i>200</i>			<i>600</i>	<i>Flow 100 H₂O</i>
	<i>500</i>		<i>26</i>	<i>4</i>	<i>slow rate</i>
<i>2245</i>	<i>1500</i>		<i>81.7</i>	<i>3</i>	<i>Flow down - 1000</i>
					<i>Flow 100 H₂O - 25% COC</i>
<i>2330</i>					<i>JOB COMPLETE</i>
					<i>11:00 AM</i>

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CFD 7-27-2007