

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 # 30380

Name: Hupfer Operating, Inc.

Address: P.O. Box 216

City/State/Zip: Hays, KS 67601

Purchaser: NCRA

Operator Contact Person: Dennis D. Hupfer

Phone: (785) 628-8666

Contractor: Name: Sterling Drilling Co.

License: 5142

Wellsite Geologist: James C. Musgrove

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. _____

10-31-05 11-5-05 11-22-05

Spud Date or Date Reached TD Completion Date or

Recompletion Date Recompletion Date

API No. 15 - 009-24878-0000

County: Barton

C-N2 - NE - NE Sec. 17 Twp. 16 S. R. 13 East West

4950 feet from S N (circle one) Line of Section

660 feet from E W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name: Popp Well #: 1

Field Name: Trapp

Producing Formation: Arbuckle

Elevation: Ground: 1938 Kelly Bushing: 1947

Total Depth: 3400 Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at 474 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set _____ Feet

If Alternate II completion, cement circulated from 474 feet depth to surface w/ 325 sx cmt.

Drilling Fluid Management Plan **AH I NCK**
(Data must be collected from the Reserve Pii) **9-12-08**

Chloride content 50,000 ppm Fluid volume 565 bbls

Dewatering method used Let dry natural

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: Dennis D. Hupfer

Title: President Date: 1-06-06

Subscribed and sworn to before me this 06 day of January, 2006

KCC Office Use ONLY

NO Letter of Confidentiality Attached

If Denied, Yes Date: _____

Wireline Log Received

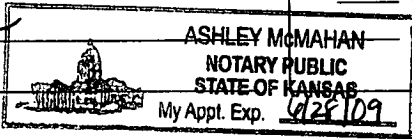
Geologist Report Received

OIC Distribution

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JAN 09 2006
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Notary Public: Ashley McMahar

Date Commission Expires: 6/28/09



✓

X

Operator Name: Hupfer Operating, Inc. Lease Name: Popp Well #: 1
 Sec. 17 Twp. 16 S. R. 13 East West County: Barton

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Attach Additional Sheets) Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken Yes <input checked="" type="checkbox"/> No Electric Log Run Yes <input checked="" type="checkbox"/> No (Submit Copy) List All E. Logs Run: DST #1 - Arbuckle - 3374 to 3400. 30-30-30 30. Recovered 395' clean gassy oil & 180' HOCM. ISIP 1067, FSIP 1055, IFP 47-166, FFP 176-220	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Log Name</th> <th style="text-align: left;">Formation (Top), Depth and Datum</th> <th style="text-align: left;">Sample Datum</th> </tr> </thead> <tbody> <tr> <td>Heebner</td> <td>3075</td> <td>-1128</td> </tr> <tr> <td>Toronto</td> <td>3094</td> <td>-1147</td> </tr> <tr> <td>Douglas</td> <td>3106</td> <td>-1159</td> </tr> <tr> <td>Lansing</td> <td>3155</td> <td>-1208</td> </tr> <tr> <td>Base K.C.</td> <td>3351</td> <td>-1404</td> </tr> <tr> <td>Arbuckle</td> <td>3396</td> <td>-1449</td> </tr> <tr> <td>RTD</td> <td>3400</td> <td>-1453</td> </tr> </tbody> </table>	Log Name	Formation (Top), Depth and Datum	Sample Datum	Heebner	3075	-1128	Toronto	3094	-1147	Douglas	3106	-1159	Lansing	3155	-1208	Base K.C.	3351	-1404	Arbuckle	3396	-1449	RTD	3400	-1453
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RTD	3400	-1453																							

CASING RECORD New 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	12 1/4	8-5/8	20	474	60/40 Poz	325	2% gel 3%cc
Production	7-7/8	5 1/2	14	3397	50/50 poz	150	2% gel 10% salt

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
	Note: Drilled out packer shoe - swabbed load & swab 8 BOPH. Over night fill up 2800' oil - no water. Run tubing & rods		

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-7/8	3387		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Date of First, Resumed Production, SWD or Enh.		Producing Method			
11-22-05		Flowing <input type="checkbox"/> Pumping <input checked="" type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) <input type="checkbox"/>			
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	25	TSTM	0		38

Disposition of Gas Vented Sold Used on Lease (If vented, Sumit ACO-18.)

METHOD OF COMPLETION

Production Interval 3397 to 3400

Open Hole Perf. Dually Comp. Commingled
 Other (Specify) _____



INVOICE NO.
Date 1031-05
Customer ID

Subject to Correction

FIELD ORDER 11656 -

Lessee Popp	Well # 1	Legal 17-16S-13W
County Bartow	State KS	Station Pratt KS

CHARGE

Depth	Formation new well	Shoe Joint 15' Requested
Casing 8 5/8-20#	Casing Depth 475'	TD 476'
Customer Representative Lorrie Salaya	Treater Allen F. Werth	Job Type 3 5/8 surface

AFE Number	PO Number
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Materials Received by	X Lorrie Salaya
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Product Code	QUANTITY	MATERIAL, EQUIPMENT and SERVICES USED	UNIT PRICE	AMOUNT	ACCOUNTING	
					CORRECTION	AMOUNT
D203	325 SK	60/40				
C310	840 lb	calcium Chloride				
F163	1 ea	wander plug				
E100	140 mi	Heavy 4E Hicle mi 1-way				
E104	980 tm	Blk Del. Chg.				
E107	325 SKs	cmt service Chg.				
R201	1 ea	csy cmt Pumper 301-500'				
R701	1 ea	cement Head Rental				
E101	70 mi	Pickup mi - 1-way				
		Discounted Price				
		Plus taxes		\$6,164.52		

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770-1388

TREATMENT REPORT



Customer ID	Date	
Customer Huffer Operating Inc	11-1-05	
Lease # Popp #1	Lease No.	Well # #1

Field Order # 11656	Station Pratt KS	Casing 8 7/8	Depth 475'	County Barton	State KS
Type Job 8 7/8 SURFACE	Formation New well	Legal Description 17-165-136			

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 8 7/8	Tubing Size	Shots/Ft		Acid 60/40 Por 2% gel, 3% PCC	RATE 14.6 gpm	PRESS	ISIP	
Depth 475'	Depth	From	To	Pre/Pad	Max		5 Min.	
Volume 30 BBL	Volume	From	To	Pad	Min		10 Min.	
Max Press 500#	Max Press	From	To	Frac	Avg		15 Min.	
Well Connection PC	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth 476 TD	Packer Depth	From	To	Flush Fresh water	Gas Volume		Total Load	

Customer Representative Lonnice Saloga	Station Manager DAVE SCOTT	Treater Allen F. Werth
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Service Units	125	227	381	571
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Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
2200					on loc, setup, Plan Job "Rig Drilling"
					Hole made 476' cir.
0300					start 8 7/8 csg 20 #/ft.
0425					csg @ 475' Hook up + cir
0435					w/ Rig Pump - "good cir"
					Hook up to cmt surface pipe.
0450	200#			5	Start mix 325 SKS 60/40 Por.
			72		Fin mix
					Release Plug
				5	Start Disp. "good cir"
			30		Fin Disp. cmt to pit
0530					Plug down.
					shut in @ well head.
					wash up.
					Back up equip.
					Job complete.
0615					thx's Allen + crew

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TREATMENT REPORT

Customer ID		Date	
Customer <i>Hud for Operating Inc</i>		<i>11-5-05</i>	
Lease <i>Popp</i>	Lease No.	Well #	

Field Order # <i>11660</i>	Station <i>Pratt KS</i>	Casing <i>5 1/2</i>	Depth <i>Set 3397</i>	County <i>Barton</i>	State <i>KS</i>
Type Job <i>5 1/2 long string w/ PKR Shoe</i>			Formation <i>new well</i>	Legal Description <i>17-165-13</i>	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size <i>5 1/2</i>	Tubing Size	Shots/Ft <i>mix @ 1400' 150 SK</i>		Acid <i>50/50 P02 - 2 yds @ 3 1/2 Frac</i>	Pre Pad	RATE	PRESS	ISIP
Depth <i>Set 3397</i>	Depth	From	To <i>25 SK</i>	Pad	Max			5 Min.
Volume <i>8.2 BBL</i>	Volume	From	To	Flush <i>500 gal mud flush</i>	Min			10 Min.
Max Press <i>1500</i>	Max Press	From	To	Frac	Avg			15 Min.
Well Connection <i>PC</i>	Annulus Vol.	From	To		HHP Used			Annulus Pressure
Plug Depth <i>1034.00</i>	Packer Depth	From	To	Flush <i>Freshwater - Disp</i>	Gas Volume			Total Load

Customer Representative <i>Dennis Hupp Sec</i>	Station Manager <i>Dave Scott</i>	Treater <i>Alfred L. Martin</i>
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Service Units	<i>125</i>	<i>277</i>	<i>347</i>	<i>501</i>
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Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
					<i>Sterling #1</i>
<i>16:00</i>					<i>on loc set up, Plan Job - Rig up to Runway.</i>
<i>16:45</i>					<i>Start 5 1/2 csg 14" Pipe - S.I. 30.76' 1st st + PKR shoe + Latch down Baffle</i>
					<i>Cent - 2-4-6-8-10</i>
<i>18:45</i>					<i>csg on bottom - Tagged 3400'</i>
<i>19:05</i>	<i>1000^{PSI}</i>				<i>w/ track - set PKR shoe @ 3397' - good circ.</i>
	<i>700^B</i>		<i>12</i>	<i>4</i>	<i>Pump 12 BBL mud flush</i>
	<i>200^B</i>		<i>3</i>	<i>4</i>	<i>Pump 3 BBL H₂O spacer</i>
	<i>300^B</i>				<i>mix 150 SK, 50/50 P02.</i>
			<i>36</i>	<i>5</i>	<i>Fill mix.</i>
			<i>7</i>		<i>Plug RH w/ 25 SKs 60/40 P02.</i>
					<i>Washout Pump & Line - clear</i>
					<i>Release Latch down Plug.</i>
<i>19:35</i>	<i>200^{PSI}</i>			<i>5</i>	<i>Start Disp "good circ"</i>
	<i>400^{PSI}</i>				<i>1st PSI w/ 64 BBLs Pumped</i>
<i>19:40</i>	<i>1600^{PSI}</i>			<i>3</i>	<i>2nd Disp Plug down.</i>
					<i>Release comes back.</i>
	<i>2000^{PSI}</i>				<i>Repsi to 2000^{PSI} - Release OK</i>
					<i>washup Equip.</i>
					<i>Rack up Equip. + HANK Down</i>
<i>20:30</i>					<i>Job complete</i>

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INVOICE NO.
Date 11-5-05
Customer ID

Subject to Correction

FIELD ORDER 11660

Lease Popp	Well # 1	Legal 17-16-13 ^w
County Barlow	State KS	Station Pratt KS
Depth set 3397	Formation New Well	Shoe Joint 20.76'
Casing 5/2	Casing Depth set 3397'	TD 3400'
Customer Representative Dennis Hupfer		Treater Allen F. Worth

CHARGE

Hupfer Operating Inc

AFE Number	PO Number
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Materials Received by **X** *[Signature]*

Product Code	QUANTITY	MATERIAL, EQUIPMENT and SERVICES USED	UNIT PRICE	AMOUNT	ACCOUNTING	
					CORRECTION	AMOUNT
Q204	150 SK	50/50 Poz				
Q203	20 SK	60/40 Poz				
C204	39 lb	Cement Friction Reducer				
C201	72.5 lb	SALT (FINE)				
C201	249 lb	G.L. Sulfate				
C202	500 gal	mud Flush				
F124	1 ea	weatherford cementing shoe PKR Type 5/2				
F101	5 ea	Turbulizer 5/2				
F121	1 ea	I.R. Latch Down Plug & Baffle 5/2"				
E100	140 mi	Heavy Vehicle mi 1-way				
E101	20 mi	Pickup mi 1-way				
E104	535 hr	BIK Del. Chg per hour				
E107	175 SK	cement Service Chg.				
R207	1 ea	csgmt Pump 300'-3500'				
R201	1 ea	cmt Head Rental				
Discounted Prices Plus Taxes					7951.83	

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TOTAL

As consideration, the Customer agrees:

a) To pay ACID SERVICES, LLC in accord with the rates and terms stated in ACID SERVICES, LLC's current price list. Invoices are payable NET 30 after date of invoice. Upon Customers' 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 ACID SERVICES, LLC, 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 ACID SERVICES, LLC, 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 ACID SERVICES, LLC's negligence, strict liability, or operated, or furnished by ACID SERVICES, LLC or any defect in the data, products, supplies, materials, or equipment of ACID SERVICES, LLC 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 ACID SERVICES, LLC. The term "ACID SERVICES, LLC" as used in said Sections b) and c) shall mean ACID SERVICES, LLC, 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, ACID SERVICES, LLC 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 ACID SERVICES, LLC. ACID SERVICES, LLC personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that ACID SERVICES, LLC shall not be liable for and Customer shall indemnify ACID SERVICES, LLC against any damages from the use of such information.

d) That ACID SERVICES, LLC 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. Acid Services LLC'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 ACID SERVICES, LLC or, at ACID SERVICES, LLC's option, to the allowance to the Customer of credit for the cost of such items. In no event shall ACID SERVICES, LLC 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 ACID SERVICES, LLC 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 ACID SERVICES, LLC.