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2-11-03
FEB 11 2003
KCC WICHITA

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

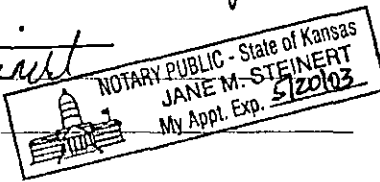
Operator: License # 32325
Name: POPP OPERATING, INC.
Address: P.O. Box 187
City/State/Zip: Hoisington, KS 67544
Purchaser: _____
Operator Contact Person: Rickey Popp
Phone: (620) 786-5514
Contractor: Name: Discovery Drilling Co., Inc.
License: 31548
Wellsite Geologist: Bob Stolzle
Designate Type of Completion:
 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. _____
11/5/02 11/10/02 11/11/02
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 009-24,745-0000
County: Barton
SE SE SE Sec. 11 Twp. 20 S. R. 11W East West
330 feet from (S) / (circle one) Line of Section
330 feet from (E) / (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name: Panning Well #: 6
Field Name: Chase-Silica
Producing Formation: Arbuckle
Elevation: Ground: 1751 Kelly Bushing: 1759
Total Depth: 3380 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at 485.56 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 cml.
Drilling Fluid Management Plan ALL Col 2-13-03
(Data must be collected from the Reserve Pit)
Chloride content 21,000 ppm Fluid volume 240 bbls
Dewatering method used Hauled free fluid
Location of fluid disposal if hauled offsite:
Operator Name: Popp Operating, Inc.
Lease Name: Panning Lse License No.: 32325
Quarter S/2 Sec. 11 Twp. 20 S. R. 11 East West
County: Bartob Docket No.: D-27,948

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: 02-06-03
Subscribed and sworn to before me this 10th day of February,
2003
Notary Public: Jane M. Steinert
Date Commission Expires: 5/20/03



KCC Office Use ONLY
NO Letter of Confidentiality Attached
If Denied, Yes Date: _____
YES Wireline Log Received
YES Geologist Report Received
____ UIC Distribution

Operator Name: POPP OPERATING, II Lease Name: Panning Well #: 6
 Sec. 11 Twp. 20 S. R. 11W 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 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/Compensation Prosimy Cement Bond Log	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Log</td> <td>Formation (Top), Depth and Datum</td> <td><input type="checkbox"/> Sample</td> </tr> <tr> <td>Name</td> <td>Top</td> <td>Datum</td> </tr> <tr> <td>Anhy</td> <td>470</td> <td>+1281</td> </tr> <tr> <td>Howard</td> <td>2508</td> <td>-749</td> </tr> <tr> <td>Lansing Gp</td> <td>3019</td> <td>-1260</td> </tr> <tr> <td>Base KC</td> <td>3248</td> <td>-1489</td> </tr> <tr> <td>Arb</td> <td>3269</td> <td>-1510</td> </tr> </table>	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample	Name	Top	Datum	Anhy	470	+1281	Howard	2508	-749	Lansing Gp	3019	-1260	Base KC	3248	-1489	Arb	3269	-1510
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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	485.56	65/35Poz	435	2%Gel&3%CC 1/4 #FC
Production St.	7 7/8	5 1/2"	14	3376	Econobond	135	

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	3268-69	150 gal 15% MCA 2:50 gal 7.5% DMO DCS	3269

TUBING RECORD		Size <u>2-7/8</u>	Set At <u>3308</u>	Packer At <u>---</u>	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. <u>12-19-02</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 <u>70</u> Bbls.	Gas <u> </u> Mcf	Water <u>300</u> Bbls.	Gas-Oil Ratio <u> </u>	Gravity <u>39</u>

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

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

Production Interval _____

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15.009.24745.0000

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TREATMENT REPORT



Customer ID	Date
Customer Popp Oper Inc	11-10-02
Lease Panning	Lease No. Well # 6

Field Order # 3480	Station Pratt HS	Casing Size 5 1/2	Depth 3376	County Barton	State KS
Type Job Long String New well			Formation	Legal Description 11-20s-11w	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 3 1/2	Tubing Size 2 3/8	Shots/Ft		Acid 125sk Econo Bond	8% FLA 312	RATE	PRESS	ISIP
Depth 3338	Depth PBD	From	To	Pro Pad 1056 #3	13.6 ppg	Max	2500	5 Min.
Volume 81.4	Volume	From	To	Pad 25ski 60/40 poz		Min		10 Min.
Max Press 2000	Max Press	From	To	Frac 34.7 Bbli SL		Avg		15 Min.
Well Connection	Annulus Vol.	From	To	24 Bbli 2% KCL		HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush 12 Bbli mud flush		Gas Volume		Total Load

Customer Representative Rick Popp	Station Manager Dave Artry	Treater D. Scott
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Service Units	106	23	38	70
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Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1900					On loc w/ Trk's Safety mtg Guide Shoe Bottom + ISFV Top S. J. Cent 2-3-4-5-8-19 Csg on Bottom Drop Ball + Circ w/ Rig
2342	300		20	6.5	St 2% KCL Flush
2344	300		12	6.5	St mud flush
2346	300		5	6.5	H2O Spacer
2350	400		34.7	6.5	St mixing Cmt 2 13.6 ppg 125ski
2357	⊖		10	5	Close In a Wash Pump line
2359	100			7.5	Release Plug + St Disp w/ H2O
2406	400		60	7.5	Lifting Cmt 60 Bbli Out
2410	1200		81.4	⊖	Plug Down, psi Test Csg
2412	⊖				Release psi float held Good Circ During Job ✓
2420			5.5		Plug R.H. or M.H. w/ 25 ski 60/40 poz Rotated Csg During Job
					Job Complete Thank you Scotty

10244 NE Hiway 61 • P.O. Box 8613 • Pratt, KS 67124-8613 • Phone (620) 672-1201 • Fax (620) 672-5383

ALLIED CEMENTING CO., INC. 13120

15.009.24745.0000

Federal Tax I.D.# 48-0727860

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REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

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SERVICE POINT: **ORIGINAL**
Great Deal

KCC WICHITA

DATE <u>11-6-02</u>	SEC. <u>11</u>	TWP. <u>20</u>	RANGE <u>11 W</u>	CALLED OUT <u>7:00 am</u>	ON LOCATION <u>8:30 am</u>	JOB START <u>9:45 am</u>	JOB FINISH <u>10:30 am</u>
LEASE <u>Panning</u>	WELL # <u>#6</u>	LOCATION <u>Ellenwood - 4 East</u>			COUNTY <u>Barber</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>				<u>2 south - west into</u>			

CONTRACTOR Discovery #2
 TYPE OF JOB Surface pipe
 HOLE SIZE 12 1/4 T.D. 490'
 CASING SIZE 8 5/8 DEPTH 485'
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. approx 15'
 PERFS. _____
 DISPLACEMENT 30 BBLs

OWNER Popp Operating
 CEMENT
 AMOUNT ORDERED 235 sx 6 5/8 342 - 4 1/2 Flo Seal
800 sx Common 342 4 1/2 Seal

COMMON	<u>353</u>	@	<u>6.65</u>	<u>2347.45</u>
POZMIX	<u>82</u>	@	<u>3.55</u>	<u>291.10</u>
GEL	<u>6</u>	@	<u>10.00</u>	<u>60.00</u>
CHLORIDE	<u>14</u>	@	<u>30.00</u>	<u>420.00</u>
Flo Seal	<u>109</u>	@	<u>1.40</u>	<u>152.60</u>
		@		
		@		
		@		
		@		
HANDLING	<u>459</u>	@	<u>1.10</u>	<u>504.90</u>
MILEAGE	<u>16</u>			<u>293.76</u>

EQUIPMENT

PUMP TRUCK CEMENTER Tack
 # 120 HELPER T.D.
 BULK TRUCK
 # 341 DRIVER Steve
 BULK TRUCK
 # 342 DRIVER Honnie

TOTAL 4069.81

REMARKS:

Run 14 jts 8 5/8 csg - cement with
235 sx 6 5/8 342 - 4 1/2 Flo cement. Follow
with 200 sx common 3 1/2 - 4 Flo seal -
Displace plug with 30 BBLs Fresh Water
Cement did circ @ Release of Plug

Thanks

SERVICE

DEPTH OF JOB	<u>485'</u>		
PUMP TRUCK CHARGE	<u>0-300'</u>		<u>520.00</u>
EXTRA FOOTAGE	<u>185</u>	@	<u>.50</u> <u>92.50</u>
MILEAGE	<u>16</u>	@	<u>3.00</u> <u>48.00</u>
PLUG	<u>1-8 5/8 Rubber</u>	@	<u>100.00</u> <u>100.00</u>
		@	
		@	

TOTAL 760.50

CHARGE TO: Popp Operating
 STREET P.O. Box 187
 CITY Heisington STATE KS ZIP 67544

FLOAT EQUIPMENT

	@	
	@	
	@	
	@	
	@	

TOTAL _____

To Allied Cementing Co., Inc.
 You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

TAX -0-

TOTAL CHARGE 4830.31

DISCOUNT 483.03 IF PAID IN 30 DAYS

SIGNATURE Thomas Alm

Thomas Alm
 PRINTED NAME

Net \$ 4347.27

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.