



Confidentiality Requested:

Yes No

KANSAS CORPORATION COMMISSION 1082187
OIL & GAS CONSERVATION DIVISION

Form ACO-1

August 2013

Form must be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

CONTRACTOR: License # _____

Name: _____

Wellsite Geologist: _____

Purchaser: _____

Designate Type of Completion:

- New Well Re-Entry Workover
- Oil WSW SWD SIOW
- Gas D&A ENHR SIGW
- OG GSW Temp. Abd.
- CM (Coal Bed Methane)
- Cathodic Other (Core, Expl., 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 Conv. to SWD
- Plug Back Conv. to GSW Conv. to Producer
- Commingled Permit #: _____
- Dual Completion Permit #: _____
- SWD Permit #: _____
- ENHR Permit #: _____
- GSW Permit #: _____

| | | |
|-----------------------------------|-----------------|---|
| Spud Date or Recompletion Date | Date Reached TD | Completion Date or Recompletion Date |
|-----------------------------------|-----------------|---|

API No. 15 - _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ East West

_____ Feet from North / South Line of Section

_____ Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE NW SE SW

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: NAD27 NAD83 WGS84

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Producing Formation: _____

Elevation: Ground: _____ Kelly Bushing: _____

Total Vertical Depth: _____ Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at: _____ 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 cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite:

Operator Name: _____

Lease Name: _____ License #: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Permit #: _____

AFFIDAVIT

I am the affiant and I hereby certify that 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.

Submitted Electronically

KCC Office Use ONLY

- Confidentiality Requested
Date: _____
- Confidential Release Date: _____
- Wireline Log Received
- Geologist Report Received
- UIC Distribution
- ALT I II III Approved by: _____ Date: _____

1082187

Operator Name: _____ Lease Name: _____ Well #: _____

Sec. _____ Twp. _____ S. R. _____ East West County: _____

INSTRUCTIONS: Show important tops 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.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

| | | | | |
|---|--|------------------------------|----------------------------------|---------------------------------|
| Drill Stem Tests Taken <i>(Attach Additional Sheets)</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Log | Formation (Top), Depth and Datum | <input type="checkbox"/> Sample |
| Samples Sent to Geological Survey | <input type="checkbox"/> Yes <input type="checkbox"/> No | Name | Top | Datum |
| Cores Taken | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Electric Log Run | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| List All E. Logs Run: | | | | |

| CASING RECORD <input 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 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| 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 | | | | |

Did you perform a hydraulic fracturing treatment on this well? Yes No *(If No, skip questions 2 and 3)*

Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? Yes No *(If No, skip question 3)*

Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? Yes No *(If No, fill out Page Three of the ACO-1)*

| Shots Per Foot | PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated | Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i> | Depth |
|----------------|---|--|-------|
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TUBING RECORD: Size: _____ Set At: _____ Packer At: _____ Liner Run: Yes No

Date of First, Resumed Production, SWD or ENHR: _____ 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: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i> | METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other <i>(Specify)</i> _____ | PRODUCTION INTERVAL: _____ _____ |
|--|---|---|



CASTELLI EXPLORATION, INC.

6908 N.W. 112th Street

Oklahoma City, Oklahoma 73162

(405) 722-5511

FACSIMILE (405) 722-9871

May 22, 2012

Kansas Corporation Commission
130 S. Market-Room 2078
Wichita, KS 67202
Attn: Oil & Gas Conservation District

To Whom It May Concern:

Please hold form ACO-1, cementing tickets, DST's and all logs for the CK #29-F2 confidential for a period of twenty four (24) months.

Sincerely,

Tisha L. Love
Business/Operations Manager

TLL



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

10244 NE Hwy. 61
P.O. Box 8613
Pratt, Kansas 67124
Phone 620-672-1201

FIELD SERVICE TICKET
1718 05990 A

DATE _____ TICKET NO. _____

| DATE OF JOB <u>3-28-2012</u> DISTRICT <u>PRATT, KS.</u> | | | | NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.: | | | | |
|---|----------|------------|-----|--|-----|----------------|----------------|----------------|
| CUSTOMER <u>CASTELLI EXPLORATION, INC.</u> | | | | LEASE <u>CK-29</u> WELL NO. <u>F2</u> | | | | |
| ADDRESS _____ | | | | COUNTY <u>COMANCHE</u> STATE <u>Ks.</u> | | | | |
| CITY _____ STATE _____ | | | | SERVICE CREW <u>LESLEY, MARQUEZ, LAWRENCE, PIERSON!</u> | | | | |
| AUTHORIZED BY _____ | | | | JOB TYPE: <u>CNW-13 3/8" C.P.</u> | | | | |
| EQUIPMENT# | HRS | EQUIPMENT# | HRS | EQUIPMENT# | HRS | TRUCK CALLED | DATE | TIME |
| <u>37586</u> | <u>2</u> | | | | | <u>3-27-12</u> | | <u>6:00 PM</u> |
| <u>19839-19843</u> | <u>2</u> | | | | | | | <u>8:00 AM</u> |
| <u>19826-19860</u> | <u>2</u> | | | | | | <u>3-28-12</u> | <u>1:30 AM</u> |
| <u>19960-19918</u> | <u>2</u> | | | | | | | <u>2:45 AM</u> |
| | | | | | | | | <u>3:30 AM</u> |
| RELEASED | | | | | | | | |
| MILES FROM STATION TO WELL | | | | | | | | <u>75</u> |

CONTRACT CONDITIONS: (This contract must be signed before the job is commenced or merchandise is delivered).

The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for services, materials, products, and/or supplies includes all of and only those terms and conditions appearing on the front and back of this document. No additional or substitute terms and/or conditions shall become a part of this contract without the written consent of an officer of Basic Energy Services LP.

SIGNED: [Signature]
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

| ITEM/PRICE REF. NO. | MATERIAL, EQUIPMENT AND SERVICES USED | UNIT | QUANTITY | UNIT PRICE | \$ AMOUNT |
|---------------------|---------------------------------------|-----------|-------------|------------|-----------------|
| <u>CP 106</u> | <u>A-SERV LITE</u> | <u>SK</u> | <u>450</u> | | <u>5,850.00</u> |
| <u>CP 100C</u> | <u>COMMON CEMENT</u> | <u>SK</u> | <u>175</u> | | <u>2,800.00</u> |
| <u>CC 102</u> | <u>CELL-FLAKE</u> | <u>lb</u> | <u>156</u> | | <u>577.30</u> |
| <u>CC 109</u> | <u>CALCIUM CHLORIDE</u> | <u>lb</u> | <u>1506</u> | | <u>1,581.30</u> |
| <u>E 100</u> | <u>PICKUP MILEAGE</u> | <u>MI</u> | <u>75</u> | | <u>318.75</u> |
| <u>E 101</u> | <u>HEAVY EQUIPMENT MILEAGE</u> | <u>MI</u> | <u>225</u> | | <u>1,575.00</u> |
| <u>E 113</u> | <u>BULK DELIVERY CHARGE</u> | <u>TM</u> | <u>2089</u> | | <u>3,342.00</u> |
| <u>CE 201</u> | <u>DEPTH CHARGE; 501-1000'</u> | <u>HR</u> | <u>1-4</u> | | <u>1,200.00</u> |
| <u>CE 240</u> | <u>BLENDED SERVICE CHARGE</u> | <u>SK</u> | <u>625</u> | | <u>875.00</u> |
| <u>S 003</u> | <u>SERVICE SUPERVISOR</u> | <u>EA</u> | <u>1</u> | | <u>175.00</u> |
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SUB TOTAL 14,635.40

CHEMICAL / ACID DATA:

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|---------------------|------------|--|
| SERVICE & EQUIPMENT | %TAX ON \$ | |
| MATERIALS | %TAX ON \$ | |
| TOTAL | | |

SERVICE REPRESENTATIVE [Signature]

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO. _____

Agreement of Terms and Conditions

All sales of services, products, or materials by Basic Energy Services LP, (hereinafter called BES) to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

Terms:

All Service Charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay BES in its office in Cisco, Texas, for all services and materials on or before the 20th of the following month after the date of the invoice. Customers invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees and court costs.

Taxes:

All prices are exclusive of any Federal, State or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable. If payment of any applicable royalty or license fee is required in connection with any service performed by BES for Customer, such royalty or license fee will be billed to the Customer in addition to the price of the services performed.

Special Pricing Provisions:

All materials listed in the price schedule are F.O.B. our field stock.

All prices are subject to change without notice.

The prices in this price list apply to normal operations. Special jobs under unusual circumstances on jobs requiring unusual mobilization of equipment and/or personnel, such as blowouts, experimental jobs, etc., are to be subject to special price quotations.

Orders for products of special design, size or materials are not subject to cancellation after processing of such order has begun by BES. Equipment altered, made to Customer's specifications, or requiring special handling, is subject to special prices.

If materials or services are ordered and the Customer cancels same after the materials have been prepared, a charge will be made to the Customer for expenses incurred.

Customer states that the well and all support personnel and services not being supplied by BES are ready and in condition to receive the materials and services being supplied by BES. Customer will be subject to a charge for "stand-by" time incurred by BES. For all BES services, stand-by time is all time our equipment is on location prior to commencement of operations or after completion of operations and is not operating for reasons not within the control of BES. Stand-by time is calculated from time of arrival on location or arrival time as scheduled by Customer, whichever is later, and until equipment is released by Customer.

Towing Charges:

We will make reasonable attempts to get to and from the well under our own power. Should we be unable to do so because of poor or inadequate road conditions, and it becomes necessary to employ a tractor or other pulling equipment, such equipment will be supplied by the customer, or if furnished by us, the cost will be charged to the customer. In either event, Customer assumes liability for any damages arising from such pulling or arising from inadequate access to the well site.

Product Return:

Any BES Products that have been in the hands of the Customer, if not special or obsolete, will be accepted for credit, subject to our approval and inspection, if they are new unused and in salable condition. The Customer will pay the return freight, and will receive credit at the original purchase price less the original outbound freight. Any material classified or ordered as special is not subject to return or cancellation privileges.

Service Warranty:

There are obviously many conditions in and about the well which we can have no knowledge and over which we can have no control. Therefore, we do not guarantee any particular results from services to be performed hereunder. In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, BES will give Customer the benefit of its best judgment based on its experience in the field. However, due to the Customer's control of the well the impracticality of providing BES with all the data concerning same, and the necessary reliance of BES upon supporting services, data and facts supplied by others, BES does not guarantee or warrant the accuracy or correctness of any facts, information or data furnished by BES or any interpretation of tests, meter readings, chart information, analysis of research or recommendations made by BES, unless caused by the willful misconduct or gross negligence of BES in the preparation of furnishing of such facts, information or data and NO WARRANTY IS GIVEN CONCERNING THE RECOMMENDATIONS MADE OR SERVICES RENDERED BY THE COMPANY AND NO WARRANTY IS MADE CONCERNING THE RESULTS SOUGHT TO BE OBTAINED THROUGH USE OF MATERIALS RECOMMENDED BY THE COMPANY. The Company's liability for injury to all persons or damage to any property or property rights, including but not limited to reservoir damage sub-surface trespass or drainage, etc., occasioned by reason of materials sold or rented or services performed hereunder shall be limited to those occurring due to the acts of willful misconduct or gross negligence of BES, and Customer agrees to be responsible for and indemnify BES against any loss or damage it may sustain by reason of materials sold or rented or services performed hereunder, unless such loss or damage is caused by the willful misconduct or gross negligence of BES.

Product Warranty:

BES warrants all materials, products and supplies manufactured or furnished by it to be free from defects in material and workmanship, under normal use and service, when installed, used and serviced in the manner provided and intended, and that it can convey good title thereto. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BES's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale of use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on the return to BES or at BES's option, to the allowance to the customer of credit for the cost of such items. In no event shall BES be liable for special, incidental, indirect, punitive or consequential damages.

Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons nor for loss or damage arising from the performance of our services or resulting therefrom.

BES shall not be liable or responsible for a Customer shall defend, indemnify, and save BES harmless, and its officers, agents or employees, from and against any and all claims or causes of action for damage to Customer's property and of the well owner, or any third person, and for bodily injury, sickness or disease, including death resulting thereof, brought by or on behalf of Customer, the well owner, or any third person, arising out of or in connection with BES's performance of services or the furnishing of materials, products and supplies, unless caused by the willful misconduct or gross negligence of BES.

Customer shall also be responsible for and shall defend, indemnify and save BES harmless, and its officers, agents or employees, from and against any and all claims, causes of action and liabilities for damages occur-

ring as a result of sub-surface trespass arising out of any oil well operations or services performed by BES, this provision applying to any claims or legal actions or royalty owners, working interest holders, overriding royalty interest holders, or any other person or concern.

Should any of our equipment, tools or instruments become lost in the well when performing or attempting to perform our services hereunder, it is understood that the Customer shall make reasonable effort to recover the lost equipment. The Customer shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of any such lost equipment, tools or instruments and if such equipment, tools or instruments are not recovered, Customer shall pay BES its replacement cost unless such loss is due to the sole negligence of BES. If BES's equipment, tools or instruments are damaged in the well, Customer shall pay BES the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of BES.

Work done by BES shall be under the direction, supervision and control of the owner, operator, or his agent and BES will perform the work as an independent contractor and not as an employee or agent of the owner or operator.

The Customer shall at all times have complete care, custody and control of the well, the drilling and production equipment at the well and the premises about the well.

Any delays or failure by BES in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident riot, acts of God, or any contingencies beyond the reasonable control of BES. Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

General Provisions:

Wherever the initials BES appear in this document, they are intended solely to be an abbreviation of Basic Energy Services LP, and are used in substitution of such full name as if the full name were set out in each instance.

Any modifications of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this document, are hereby objected to BY REQUESTING ANY OF THE GOODS AND SERVICES SET FORTH HEREIN BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT.

BES reserves the right to change or modify the design of any BES product without obligation to furnish or install such changes or modification on products previously or subsequently sold.

Information regarding our services rendered in Customer's well is held in strict confidence and will be released to others only upon written approval by owner, or when required by Federal, State or Local Laws, Regulations, Orders or Ordinances, or for use as evidence in court proceedings involving the subject matter of services rendered.

Failure to enforce any or all of the herein specified terms or conditions in any particular instance shall not constitute a continuing waiver, or preclude subsequent enforcement thereof.

No employee, representative or agent other than an officer of BES is empowered to alter any of the herein specified terms and conditions.

These terms and condition shall be governed by the laws of the State of Texas, and in case of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

| | | |
|----------------------------------|-----------------------|-------------------------------|
| Customer CASTELLI EXPLORATION | Lease No. | Date 3-28-2012 |
| Lease CK# 29 | Well # F-2 | |
| Field Order # 05940 | Station PRATT, KS. | Casing 13 3/8 |
| Type Job CNW-13 3/8" C.P. | Depth | County COMANCHE |
| | Formation FD-667' | State KS. |
| | | Legal Description 29-31-16 |

| PIPE DATA | | PERFORATING DATA | | FLUID USED | | TREATMENT RESUME | | |
|-------------------------|----------------------|------------------|------------------------|-------------------------------------|------------|------------------|--|--|
| Casing Size 13 3/8 | Tubing Size 4 1/2 | Shots/Ft CMT- | Acid 450-A-SERULITE | RATE | PRESS | ISIP | | |
| Depth 657.09 | Depth | From | To | Pre Pad @ 1.64 CUFT ³ | Max | 5 Min. | | |
| Volume 103.47 BBL | Volume | From | To | Pad 175SK-Common | Min | 10 Min. | | |
| Max Press 200 | Max Press | From | To | Frac @ 1.20 CUFT ³ | Avg | 15 Min. | | |
| Well Connection S.V. | Annulus Vol. | From | To | | HHP Used | Annulus Pressure | | |
| Plug Depth 1037' | Packer Depth | From | To | Flush 100 BBL | Gas Volume | Total Load | | |

| | | |
|--------------------------------------|-----------------------------|----------------------|
| Customer Representative RICK POPP | Station Manager D. SCOTT | Treater K. LESLEY |
|--------------------------------------|-----------------------------|----------------------|

| | | | | | | | | | | |
|---------------|--------|---------|-------|----------|-------|--------|-------|--|--|--|
| Service Units | 37586 | 19889 | 19843 | 19826 | 19860 | 19960 | 19918 | | | |
| Driver Names | LESLEY | MARQUEZ | — | LAWRENCE | — | PERSON | — | | | |

| Time | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate | Service Log |
|----------|----------------------|-----------------|--------------|------|-------------------------------------|
| 8:00 PM | 3-27-2012 | | | | ON LOCATION - SAFETY MEETING |
| 1:00 PM | | | | | SPOT TRUCKS ON LOCATION |
| 11:00 PM | 3-27-2012 | | | | RUN 17 STS. 13 3/8" x 48" CSG. |
| 1:15 AM | 3-28-2012 | | | | CSG. ON BOTTOM |
| 1:40 AM | | | | | HOOK UP TO CSG. / BREAK CIRC. W/RIG |
| 1:59 AM | | | 5 | 6 | H/O AHEAD |
| 2:00 AM | | | 132 | 6 | MIX 450 SKS. A-SERULITE @ 13.36 PPG |
| 2:22 AM | | | 37 | 6 | MIX 175 SKS. COMMON @ 15.6 PPG |
| 2:28 AM | 0 | | 0 | 6 | SHUT DOWN! - START DISPLACEMENT |
| 2:43 AM | 150 | | 90 | 4 | SLOW RATE |
| 2:45 AM | 200 | | 100 | 3 | CMT. @ DESIRED DEPTH |
| | | | | | CIRC. THRU JOB |
| | | | | | CIRC. 100 BBL TO PIT |
| | | | | | JOB COMPLETE, |
| | | | | | THANKS - |
| | | | | | KEVEN LESLEY |



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

10244 NE Hwy. 61
P.O. Box 8613
Pratt, Kansas 67124
Phone 620-672-1201

FIELD SERVICE TICKET

1718 06176 A

29.315 16W

DATE _____ TICKET NO. _____

| | | | | | | | | | |
|-------------------------------|-----|-------------------|-----|--|-----|----------------------------|------|----|------|
| DATE OF JOB 4-6-12 | | DISTRICT KANSAS | | NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.: | | | | | |
| CUSTOMER CASTELLI EXPLORATION | | LEASE CK 29.5 | | WELL NO. 2 | | | | | |
| ADDRESS | | COUNTY COMANCHE | | STATE KS | | | | | |
| CITY | | STATE | | SERVICE CREW McGUIRE MITCHELL JONES | | | | | |
| AUTHORIZED BY | | JOB TYPE: COW PTA | | | | | | | |
| EQUIPMENT# | HRS | EQUIPMENT# | HRS | EQUIPMENT# | HRS | TRUCK CALLED | DATE | AM | TIME |
| 27463 | 1 | | | | | | | PM | 1000 |
| 19832/19862 | 1 | | | | | ARRIVED AT JOB | | PM | 1140 |
| 30316 | | | | | | START OPERATION | | AM | 1340 |
| | | | | | | FINISH OPERATION | | AM | 1453 |
| | | | | | | RELEASED | | AM | |
| | | | | | | MILES FROM STATION TO WELL | | PM | 75 |

CONTRACT CONDITIONS: (This contract must be signed before the job is commenced or merchandise is delivered).

The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for services, materials, products, and/or supplies includes all of and only those terms and conditions appearing on the front and back of this document. No additional or substitute terms and/or conditions shall become a part of this contract without the written consent of an officer of Basic Energy Services LP.

SIGNED: *M. H. [Signature]*
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

| ITEM/PRICE REF. NO. | MATERIAL, EQUIPMENT AND SERVICES USED | UNIT | QUANTITY | UNIT PRICE | \$ AMOUNT |
|---------------------|---------------------------------------|------|----------|------------|-----------|
| CP 103 | 60/40 P02 | LS | 200 | | 2400 |
| CC 200 | CEMENT GEL | LB | 344 | | 86 |
| E100 | VAN MILEAGE | MI | 75 | | 318.75 |
| E101 | HEAVY EQUIPMENT MILEAGE | MI | 150 | | 1050 |
| E113 | PROPAGANT & BULK DELIVERY CHARGE | TM | 645 | | 1032 |
| CE 201 | DEPTH CHARGE 501-1000' | | | | 1200 |
| CE 240 | BLENDING & MIXING | SK | 200 | | 280 |
| S003 | SERVICE SUPERVISOR | SA | 1 | | 175 |

SUB TOTAL DCS 5233.40

| CHEMICAL / ACID DATA: | | | |
|-----------------------|--|--|--|
| | | | |
| | | | |
| | | | |

| | | |
|---------------------|------------|--|
| SERVICE & EQUIPMENT | %TAX ON \$ | |
| MATERIALS | %TAX ON \$ | |
| TOTAL | | |

| | |
|---|---|
| SERVICE REPRESENTATIVE <i>[Signature]</i> | THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: |
|---|---|

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

Agreement of Terms and Conditions

All sales of services, products, or materials by Basic Energy Services LP, (hereinafter called BES) to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

Terms:

All Service Charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay BES in its office in Cisco, Texas, for all services and materials on or before the 20th of the following month after the date of the invoice. Customers invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees and court costs.

Taxes:

All prices are exclusive of any Federal, State or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable. If payment of any applicable royalty or license fee is required in connection with any service performed by BES for Customer, such royalty or license fee will be billed to the Customer in addition to the price of the services performed.

Special Pricing Provisions:

All materials listed in the price schedule are F.O.B. our field stock.

All prices are subject to change without notice.

The prices in this price list apply to normal operations. Special jobs under unusual circumstances on jobs requiring unusual mobilization of equipment and/or personnel, such as blowouts, experimental jobs, etc., are to be subject to special price quotations.

Orders for products of special design, size or materials are not subject to cancellation after processing of such order has begun by BES. Equipment altered, made to Customer's specifications, or requiring special handling, is subject to special prices.

If materials or services are ordered and the Customer cancels same after the materials have been prepared, a charge will be made to the Customer for expenses incurred.

Customer states that the well and all support personnel and services not being supplied by BES are ready and in condition to receive the materials and services being supplied by BES. Customer will be subject to a charge for "stand-by" time incurred by BES. For all BES services, stand-by time is all time our equipment is on location prior to commencement of operations or after completion of operations and is not operating for reasons not within the control of BES. Stand-by time is calculated from time of arrival on location or arrival time as scheduled by Customer, whichever is later, and until equipment is released by Customer.

Towing Charges:

We will make reasonable attempts to get to and from the well under our own power. Should we be unable to do so because of poor or inadequate road conditions, and it becomes necessary to employ a tractor or other pulling equipment, such equipment will be supplied by the customer, or if furnished by us, the cost will be charged to the customer. In either event, Customer assumes liability for any damages arising from such pulling or arising from inadequate access to the well site.

Product Return:

Any BES Products that have been in the hands of the Customer, if not special or obsolete, will be accepted for credit, subject to our approval and inspection, if they are new unused and in salable condition. The Customer will pay the return freight, and will receive credit at the original purchase price less the original outbound freight. Any material classified or ordered as special is not subject to return or cancellation privileges.

Service Warranty:

There are obviously many conditions in and about the well which we can have no knowledge and over which we can have no control. Therefore, we do not guarantee any particular results from services to be performed hereunder. In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, BES will give Customer the benefit of its best judgment based on its experience in the field. However, due to the Customer's control of the well the impracticality of providing BES with all the data concerning same, and the necessary reliance of BES upon supporting services, data and facts supplied by others, BES does not guarantee or warrant the accuracy or correctness of any facts, information or data furnished by BES or any interpretation of tests, meter readings, chart information, analysis of research or recommendations made by BES, unless caused by the willful misconduct or gross negligence of BES in the preparation of furnishing of such facts, information or data and NO WARRANTY IS GIVEN CONCERNING THE RECOMMENDATIONS MADE OR SERVICES RENDERED BY THE COMPANY AND NO WARRANTY IS MADE CONCERNING THE RESULTS SOUGHT TO BE OBTAINED THROUGH USE OF MATERIALS RECOMMENDED BY THE COMPANY. The Company's liability for injury to all persons or damage to any property or property rights, including but not limited to reservoir damage sub-surface trespass or drainage, etc., occasioned by reason of materials sold or rented or services performed hereunder shall be limited to those occurring due to the acts of willful misconduct or gross negligence of BES, and Customer agrees to be responsible for and indemnify BES against any loss or damage it may sustain by reason of materials sold or rented or services performed hereunder, unless such loss or damage is caused by the willful misconduct or gross negligence of BES.

Product Warranty:

BES warrants all materials, products and supplies manufactured or furnished by it to be free from defects in material and workmanship, under normal use and service, when installed, used and serviced in the manner provided and intended, and that it can convey good title thereto. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BES's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale of use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on the return to BES or at BES's option, to the allowance to the customer of credit for the cost of such items. In no event shall BES be liable for special, incidental, indirect, punitive or consequential damages.

Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons nor for loss or damage arising from the performance of our services or resulting therefrom.

BES shall not be liable or responsible for a Customer shall defend, indemnify, and save BES harmless, and its officers, agents or employees, from and against any and all claims or causes of action for damage to Customer's property and of the well owner, or any third person, and for bodily injury, sickness or disease, including death resulting thereof, brought by or on behalf of Customer, the well owner, or any third person, arising out of or in connection with BES's performance of services or the furnishing of materials, products and supplies, unless caused by the willful misconduct or gross negligence of BES.

Customer shall also be responsible for and shall defend, indemnify and save BES harmless, and its officers, agents or employees, from and against any and all claims, causes of action and liabilities for damages occur-

ring as a result of sub-surface trespass arising out of any oil well operations or services performed by BES, this provision applying to any claims or legal actions or royalty owners, working interest holders, overriding royalty interest holders, or any other person or concern.

Should any of our equipment, tools or instruments become lost in the well when performing or attempting to perform our services hereunder, it is understood that the Customer shall make reasonable effort to recover the lost equipment. The Customer shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of any such lost equipment, tools or instruments and if such equipment, tools or instruments are not recovered, Customer shall pay BES its replacement cost unless such loss is due to the sole negligence of BES. If BES's equipment, tools or instruments are damaged in the well, Customer shall pay BES the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of BES.

Work done by BES shall be under the direction, supervision and control of the owner, operator, or his agent and BES will perform the work as an independent contractor and not as an employee or agent of the owner or operator.

The Customer shall at all times have complete care, custody and control of the well, the drilling and production equipment at the well and the premises about the well.

Any delays or failure by BES in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident riot, acts of God, or any contingencies beyond the reasonable control of BES. Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

General Provisions:

Wherever the initials BES appear in this document, they are intended solely to be an abbreviation of Basic Energy Services LP, and are used in substitution of such full name as if the full name were set out in each instance.

Any modifications of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this document, are hereby objected to BY REQUESTING ANY OF THE GOODS AND SERVICES SET FORTH HEREIN BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT.

BES reserves the right to change or modify the design of any BES product without obligation to furnish or install such changes or modification on products previously or subsequently sold.

Information regarding our services rendered in Customer's well is held in strict confidence and will be released to others only upon written approval by owner, or when required by Federal, State or Local Laws, Regulations, Orders or Ordinances, or for use as evidence in court proceedings involving the subject matter of services rendered.

Failure to enforce any or all of the herein specified terms or conditions in any particular instance shall not constitute a continuing waiver, or preclude subsequent enforcement thereof.

No employee, representative or agent other than an officer of BES is empowered to alter any of the herein specified terms and conditions.

These terms and condition shall be governed by the laws of the State of Texas, and in case of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

| | | |
|---------------------------------------|-----------------------|---|
| Customer: EASTELLI EXPLORATION | Lease No.: | Date: 4-6-12 |
| Lease: CK 129-5 | Well #: 2 | |
| Field Order #: 6176 | Station: PRA17 | Casing: Depth: County: COMANCHE State: KJ |
| Type Job: CNW PTA | Formation: | Legal Description: 29-31S 16E |

| PIPE DATA | | PERFORATING DATA | | FLUID USED | | TREATMENT RESUME | | |
|-----------------|--------------|------------------|----|-----------------------|------------|------------------|------------------|--|
| Casing Size | Tubing Size | Shots/Ft | | Acid | RATE | PRESS | ISIP | |
| | | From | To | 200SK 60-40P2 | | | 5 Min. | |
| Depth | Depth | From | To | Pre Pad 4% GEL | Max | | | |
| 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: MIKE | Station Manager: SCOTTY | Treater: M'GURK |
| Service Units: 30316 | 27463 | 19832 19862 |
| Driver Names: M'GURK | MITCHELL | S. HOUNG |

| Time | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate | Service Log |
|------|-----------------|-----------------|--------------|----------------|--------------------------|
| 1140 | | | | | ON LOCATION / SAFETY MTG |
| | | | | | R16 UP |
| | | | | | 1ST PLUG @ 850' 100SK |
| 1340 | | | 4 | 4 ² | START H2O |
| 1344 | | | 25 | 4 ² | MIX @ 13' |
| 1351 | | | 6 | 4 ² | FLUSH |
| 1353 | | | (35) | | SHUT DOWN |
| | | | | | 2ND PLUG @ 240' 30SK |
| 1423 | | | 79 | 4 ² | MIX @ 13' |
| 1426 | | | 2 | 4 ² | FLUSH |
| 1427 | | | 10 | | SHUT DOWN |
| | | | | | 3RD PLUG @ 60' 20SK |
| 1436 | | | 5' | 4 ² | MIX @ 13' |
| 1439 | | | | | SHUT DOWN |
| 1449 | | | 8 | 4 ² | RH 30 SK |
| 1453 | | | 5' | 4 ² | MH 20 SK |

JOB COMPLETE THANKS

DIAMOND TESTING

Pressure Survey Report

General Information

| | | | |
|------------------|--------------------------------------|----------------|---------------------------|
| Company Name | CASTELLI EXPLORATION INC. | Job Number | M302 |
| Well Name | CK#29-F #2 | Representative | MIKE COCHRAN |
| Unique Well ID | DST#1 4902-4926 MISSISSIPPI STRADDLE | Well Operator | CASTELLI EXPLORATION INC. |
| Surface Location | SEC.29-31S-16W COMANCHE CO.KS. | Report Date | 2012/04/05 |
| Field | WILDCAT | Prepared By | MIKE COCHRAN |
| Well Type | Vertical | Qualified By | RICK POPP |
| | | Test Unit | NO. 1 |

Test Information

| | | | |
|---------------------|--------------------------------------|-----------------|----------|
| Test Type | CONVENTIONAL | | |
| Formation | DST#1 4902-4926 MISSISSIPPI STRADDLE | | |
| Test Purpose (AEUB) | Initial Test | | |
| Start Test Date | 2012/04/05 | Start Test Time | 05:07:00 |
| Final Test Date | 2012/04/05 | Final Test Time | 16:12:00 |
| | | Well Fluid Type | 01 Oil |
| Gauge Name | 30037 | | |
| Gauge Serial Number | | | |

Test Results

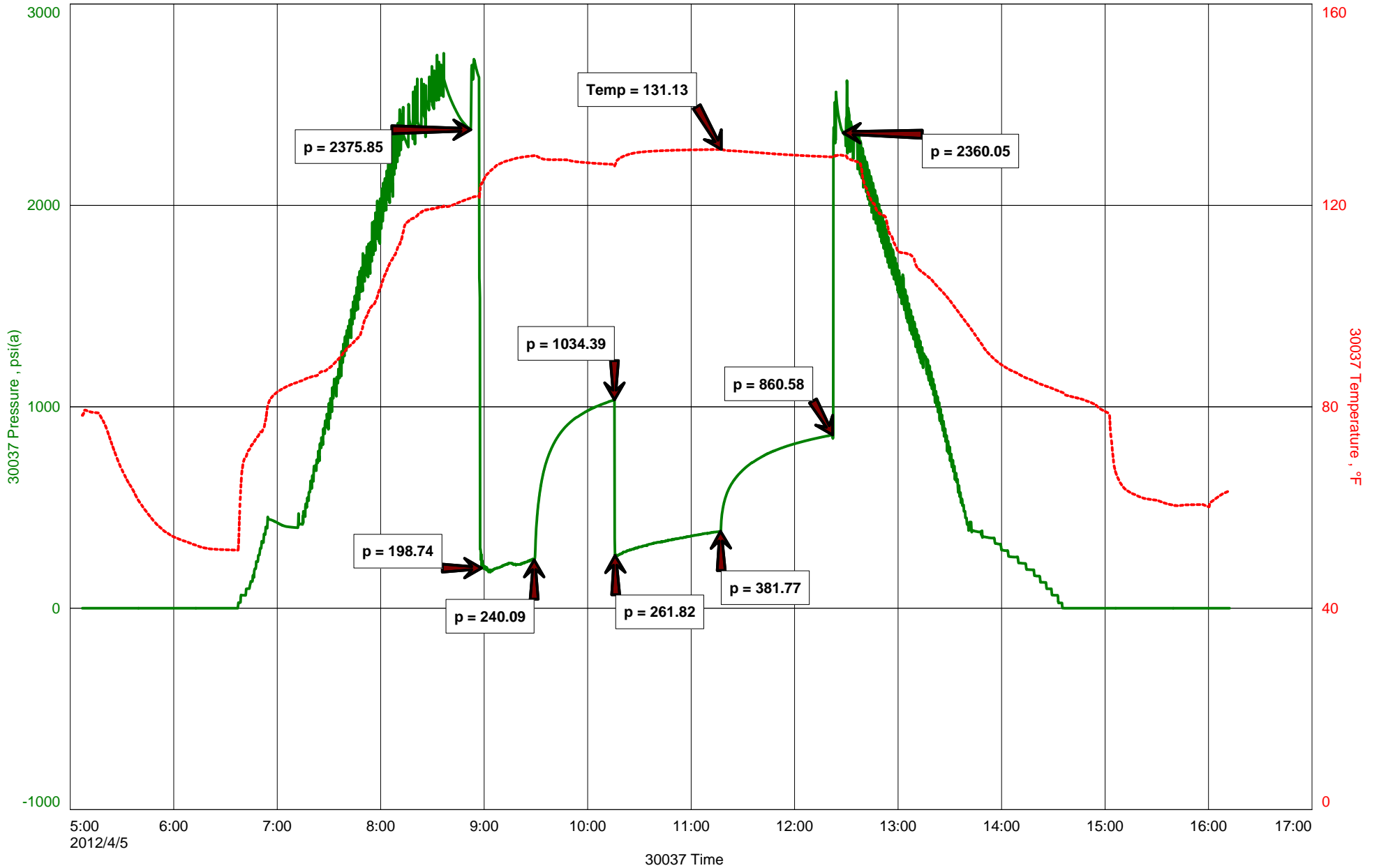
Remarks

RECOVERED:
271' DM 100% MUD W/ A SCUM OF OIL
252' GOCMW 5% GAS, 12% OIL, 53% WTR, 30% MUD
252' MW 95% WTR, 5% MUD
775' TOTAL FLUID

CHLOR: 105,000 PPM
PH:7.0
RW: 0.1 @ 52 DEG

TOOL SAMPLE: 2% GAS, 32% OIL, 65% WTR, 1% MUD

CK#29-F #2





DIAMOND TESTING
P.O. Box 157
HOISINGTON, KANSAS 67544
(800) 542-7313
DRILL-STEM TEST TICKET
FILE: _____

TIME ON: _____
TIME OFF: _____

Company _____ Lease & Well No. _____
Contractor _____ Charge to _____
Elevation _____ Formation _____ Effective Pay _____ Ft. Ticket No. _____
Date _____ Sec. _____ Twp. _____ S Range _____ W County _____ State **KANSAS**
Test Approved By _____ Diamond Representative _____

Formation Test No. _____ Interval Tested from _____ ft. to _____ ft. Total Depth _____ ft.
Packer Depth _____ ft. Size 6 3/4 in. Packer depth _____ ft. Size 6 3/4 in.
Packer Depth _____ ft. Size 6 3/4 in. Packer depth _____ ft. Size 6 3/4 in.
Depth of Selective Zone Set _____

Top Recorder Depth (Inside) _____ ft. Recorder Number _____ Cap. _____ P.S.I.
Bottom Recorder Depth (Outside) _____ ft. Recorder Number _____ Cap. _____ P.S.I.
Below Straddle Recorder Depth _____ ft. Recorder Number _____ Cap. _____ P.S.I.

Mud Type _____ Viscosity _____ Drill Collar Length _____ ft. I.D. 2 1/4 in.
Weight _____ Water Loss _____ cc. Weight Pipe Length _____ ft. I.D. 2 7/8 in.
Chlorides _____ P.P.M. Drill Pipe Length _____ ft. I.D. 3 1/2 in.
Jars: Make STERLING Serial Number _____ Test Tool Length _____ ft. Tool Size 3 1/2-IF in.
Did Well Flow? _____ Reversed Out _____ Anchor Length _____ ft. Size 4 1/2-FH in.
Main Hole Size 7 7/8 Tool Joint Size 4 1/2 in. Surface Choke Size 1 in. Bottom Choke Size 5/8 in.

Blow: 1st Open: _____
2nd Open: _____

| | |
|------------------------------|---------------|
| Recovered _____ ft. of _____ | |
| Recovered _____ ft. of _____ | |
| Recovered _____ ft. of _____ | |
| Recovered _____ ft. of _____ | |
| Recovered _____ ft. of _____ | Price Job |
| Recovered _____ ft. of _____ | Other Charges |
| Remarks: _____ | Insurance |
| | Total |

Time Set Packer(s) _____ A.M. P.M. Time Started Off Bottom _____ A.M. P.M. Maximum Temperature _____
Initial Hydrostatic Pressure..... (A) _____ P.S.I.
Initial Flow Period..... Minutes _____ (B) _____ P.S.I. to (C) _____ P.S.I.
Initial Closed In Period..... Minutes _____ (D) _____ P.S.I.
Final Flow Period..... Minutes _____ (E) _____ P.S.I. to (F) _____ P.S.I.
Final Closed In Period..... Minutes _____ (G) _____ P.S.I.
Final Hydrostatic Pressure..... (H) _____ P.S.I.

Diamond Testing shall not be liable for damages of any kind to the property or personnel of the one for whom a test is made or for any loss suffered or sustained, directly or indirectly, through the use of its equipment, or its statement or opinion concerning the result of any test. Tools lost or damaged in the hole shall be paid for at cost by the party for whom the test is made.

Conservation Division
Finney State Office Building
130 S. Market, Rm. 2078
Wichita, KS 67202-3802



Phone: 316-337-6200
Fax: 316-337-6211
<http://kcc.ks.gov/>

Mark Sievers, Chairman
Ward Loyd, Commissioner
Thomas E. Wright, Commissioner

Sam Brownback, Governor

May 22, 2012

Tisha Love
Castelli Exploration, Inc.
6908 NW 112TH
OKLAHOMA CITY, OK 73162-2976

Re: ACO1
API 15-033-21630-00-00
CK #29-F 2
NW/4 Sec.29-31S-16W
Comanche County, Kansas

Dear Production Department:

We are herewith requesting that the Well Completion Form ACO-1 and attached information for the subject well be held confidential for a period of two years.

Should you have any questions or need additional information regarding subject well, please contact our office.

Respectfully,
Tisha Love