



Confidentiality Requested:

Yes No

KANSAS CORPORATION COMMISSION 1091480
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
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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: _____



1091480

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

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: _____ _____
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Form	ACO1 - Well Completion
Operator	HERMAN L. LOEB, LLC
Well Name	SCHMITT 3-23
Doc ID	1091480

Tops

Name	Top	Datum
Anhydrite	1681	+830
Base Anhydrite	1711	+800
Chase	2534	-23
Heebner Shale	3925	-1414
Toronto	3942	-1431
Lansing	3973	-1462
Kansas City 'J'	4218	-1707
Base Kansas City	4373	-1862
Marmaton	4396	-1885
Fort Scott	4514	-2003
Cherokee Shale	4538	-2027
Conglomerate Chert	4596	-2085
Miss Spergen Dol	4621	-2110
Miss Warsaw	4691	-2180

LITHOLOGY STRIP LOG

WellSight Systems

Scale 1:240 (5"=100') Imperial

Well Name: Schmitt #3-23
Location: 2097' FNL&1125' FWL,Sec. 23-T22S-R25W,HodgemanCo.,KS.
Licence Number: 15-083-21820-0000 Region: Hallet Field
Spud Date: 7/26/2012 Drilling Completed: 8/3/2012
Surface Coordinates: 2097' FNL & 1125' FWL, Sec. 23-T22S-R25W

Bottom Hole Same as above
Coordinates:
Ground Elevation (ft): 2500' K.B. Elevation (ft): 2511'
Logged Interval (ft): 3800' To: 4720' Total Depth (ft): 4720'
Formation: Mississippian at Total Depth
Type of Drilling Fluid: Freshwater/Gel to 3550'; Chemical Gel 3550' to 4720'

Printed by MUD.LOG from WellSight Systems 1-800-447-1534 www.WellSight.com

OPERATOR

Company: Herman L. Loeb, LLC.
Address: P.O. Box 838
Lawrenceville, IL. 62439-0838

GEOLOGIST

Name: Jon D. Christensen
Company: Consulting Petroleum Geologist
Address: 9002 W. Silver Hollow St.
Wichita, KS. 67205-8856

Cores

None Taken

DSTs

DST #1(Basal Penn. Conglomerate) 4600' - 4618'(Corrected Depths to LOG) Test Times 15"-45"-30"-60" IFP Weak Surface Blow throughout; FFP No Blow, no Blowback on SI's; REC: 5' Drlg. Mud with oil spots; IFP 17-19#, ISIP 50#, FFP 20-21#, FSIP 37#, IHP 2239#, FHP 2152#, BHT 119 Deg. F.

DST #2(Miss. Spergen Dolomite) 4621' - 4645'(Corrected Depths to LOG) Test Times 15"-45"-45"-90" IFP Weak Blow built to 1.25", FFP Fair 4.5" Blow, No Blowback on SI's; REC: 165' Gas in Pipe, 30' SMCO(Trc. G, 95%O, 5%M) API 35 Deg., 30' OCM(10%O, 90%M), no Water; IFP 16-24#, ISIP 393#, FFP 27-38#, FSIP 418# and Building; IHP 2248#, FHP 2184#, BHT 120 Deg. F.

Comments

7/25/12 MIRU Sterling Drilling Co. Rig #2; 7/26/12 Spud at 12:15 AM., Drilling at 508'; 7/27/12 Drilling at 822'; 7/28/12 Drilling at 1716'; 7/29/12 Drilling at 2700'; 7/30/12 Drilling at 3303'; 7/31/12 Drilling at 3860'; 8/1/12 Drilling at 4317'; 8/2/12 TD. 4616' - CFS. for DST #1; 8/3/12 TD. 4643' - TIH for DST #2; 8/4/12 RTD. 4720' - LTD. 4724' - Logging; 8/5/12 RTD. 4720' - Production Casing set - PD. 2:00 AM.

Set new 8 5/8"(24#) Surface Casing at 579' w/275 sx. Cement(Basic Energy Services). Cement did Circulate. PD. 6:00 PM. 7/26/12.

Set new 5 1/2" (15.5#) Production Casing at 4718' with 200 sx. of "Loeb Blend" cement(Basic Energy Services). PD. 2:00 AM. 8/5/12.

Surveys: 0.75 Deg. at 584'(Surf. Casing); 1 Deg. at 4616'(DST #1); 0.75 Deg. at 4720' RTD.

Pipe Strap at 4616'(DST #1): Strap 2.31' Short to the Board, no correction made to the Board.


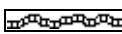
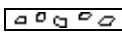

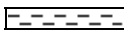







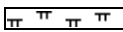

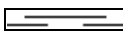
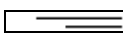
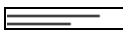



After review of the Superior Well Services Logs, DST data, structural position and positive indications of commercial quantities of hydrocarbons, the operator elected to set new 5 1/2" Production Casing to complete in the Miss. Spergen dolomite.

NOTE: A 44 Unit Gas kick was observed in the upper Chase Herington section from 2534' to 2552'.








































































LOG TOPS: Anhydrite 1681(+830), Base Anhydrite 1711(+800), Chase(Herington) 2534(-23), Heebner Shale 3925(-1414), Toronto 3942(-1431), Lansing 3973(-1462), Muncie Creek Shale 4150(-1639), K.C. "J" 4218(-1707), Stark Shale 4274(-1763), Base Kansas City 4373(-1862), Marmaton 4396(-1885), Fort Scott 4514(-2003), Cherokee Shale 4538(-2027), Conglomerate Chert 4596(-2085), Miss. Spergen Dolomite 4621(-2110), Warsaw 4691(-2180).

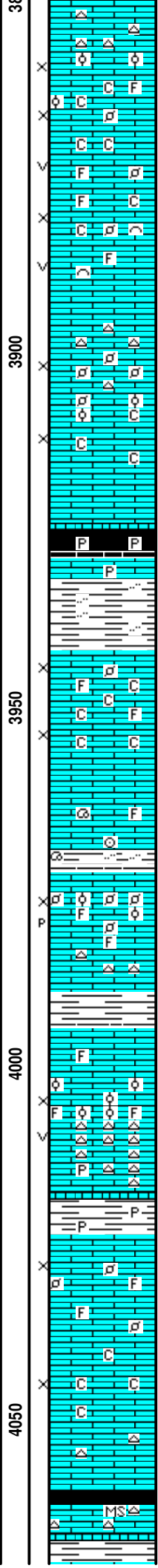
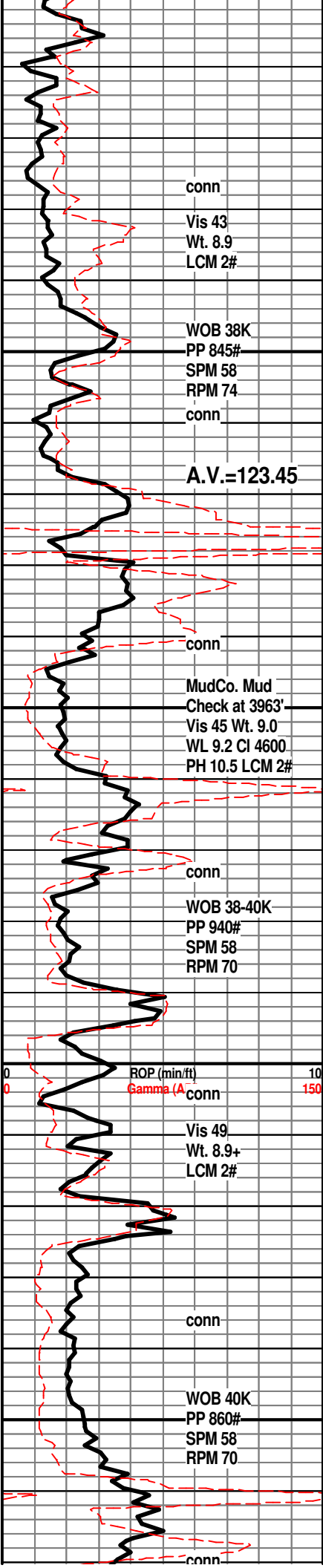
NOTE: This log was shifted downward from 1' to 2' for correlation purposes with the Superior Well Service Logs.

ROCK TYPES

 Anhy  Bent  Brec  Cht	 Clyst  Coal  Congl  Dol	 Gyp  Igne  Lmst  Meta	 Mrlst  Salt  Shale  Shcol	 Shgy  Sltst  Ss  Till
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ACCESSORIES

MINERAL  Anhy  Arggrn  Arg  Bent  Bit  Brecfrag  Calc  Carb  Chtdk  Chtlt  Dol  Feldspar  Ferrpel  Ferr  Glau	 Gyp  Hvymin  Kaol  Marl  Minxl  Nodule  Phos  Pyr  Salt  Sandy  Silt  Sil  Sulphur  Tuff	FOSSIL  Algae  Amph  Belm  Bioclst  Brach  Bryozoa  Cephal  Coral  Crin  Echin  Fish  Foram  Fossil  Gastro  Oolite	 Ostra  Pelec  Pellet  Pisolite  Plant  Strom STRINGER  Anhy  Arg  Bent  Coal  Dol  Gyp  Ls  Mrst	 Sltstrg  Ssstrg TEXTURE  Boundst  Chalky  Cryxln  Earthy  Finexln  Grainst  Lithogr  Microxln  Mudst  Packst  Wackest
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LM; lt to med brn, gran to med xln, scat gy foss cht, occ well cem, hd, interbdd dense blocky hd lmst, dull to lt yel min fluor, ns.

LM; tan to buff, lt brn, med to occ cse xln, gd interxln por, scat foss pellets and occ oolites, chalky mtx ip, lt yel min fluor, ns.

HEEBNER SHALE 3925(-1414)

SH; v. dk gy - blk, carb ip, scat pyr
LM; med gy, med brn, hd, pyr ip.

SH; grn, gy grn, silty ip.

TORONTO 3942(-1431)

LM; off wh, lt gy, wh, f to med xln, scat foss mat, fair to occ gd interxln por, minor soft chalky mtx, scat cse spar calc xtals, lt yel min fluor, no stn or odor, ns.

LM; off wh, tan, buff, med xln, chalky ip, fair interxln por, dull yel fluor, ns.

LM; med gy brn, hd, foss, tite

SH; med gy, grn, platy, occ silty

LANSING 'A' 3973(-1462)

LM; tan to lt brn, foss - finely pelletal, scat small oolites, fair interpart por, occ p-p por, dull yel min fluor, no stn or odor, no gas kick, ns.

LM; lt brn, tan, hd, cherty ip, tite

SH; med gy, grn, fiss

LM; tan to lt brn, foss - partly oolitic, gd interpart por, occ vug por, abnt tan to off wh cht, lt to med yel fluor, no stn or odor, ns.

SH; dk gy, platy, occ pyr

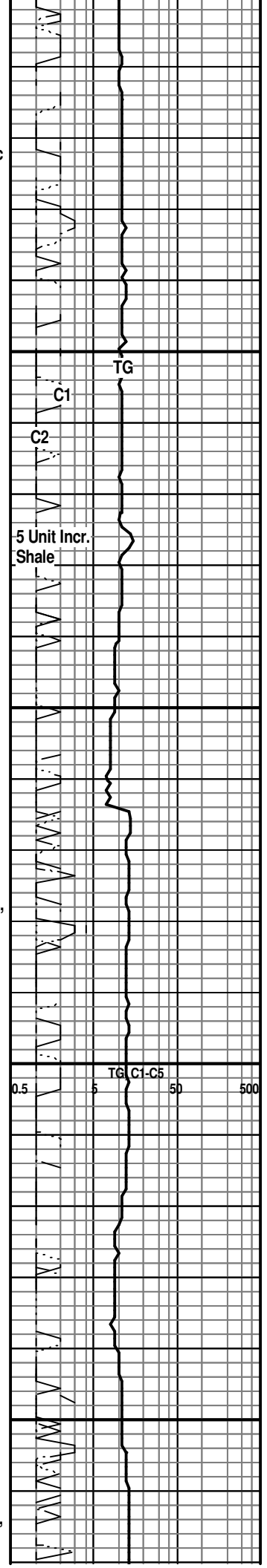
LM; lt brn, foss, abnt cse foss frags w/pellets, poor to fair interpart por, lt yel fluor, no stn or odor, no gas kick, ns.

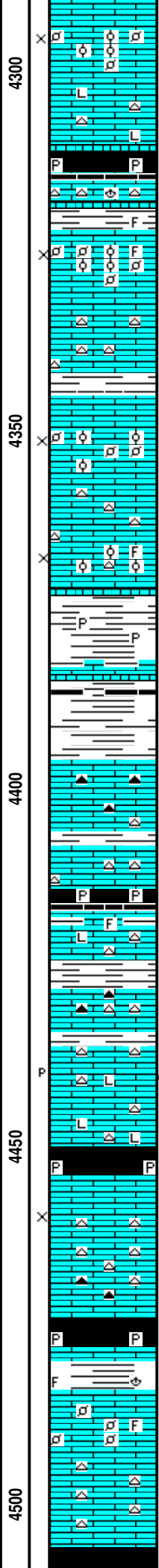
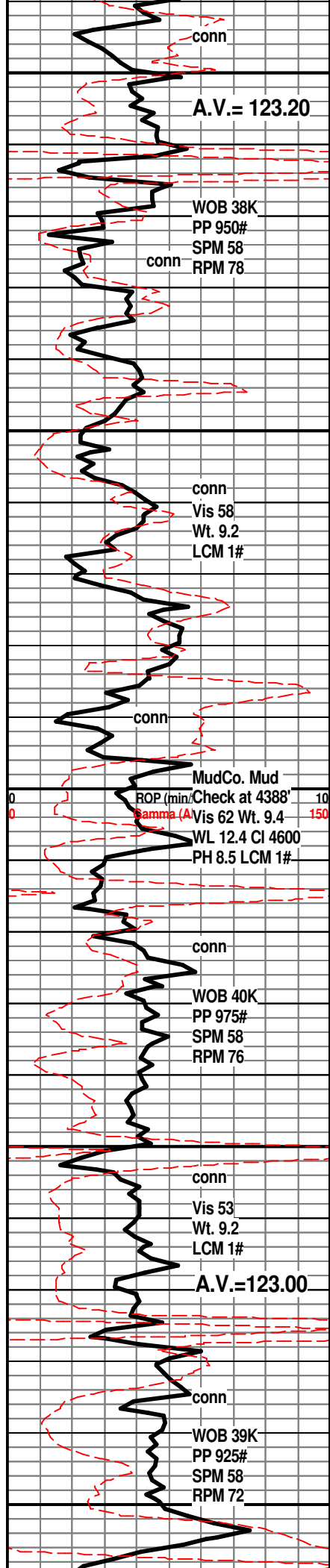
LM; tan to cream, buff, fxln, chalky ip, fair interxln por, no fluor, no stn or odor, ns.

LM; tan to lt brn, buff, hd, mudstone, no vis por, cherty ip, tite

SH; dk gy - blk, fiss

LM; med to dk gy brn, mottled text, foss ip, most dense, no vis por, ns.





LM; tan to cream, lt brn, foss - partly pelletal/oolitic, fair interpart por, scat lt yel min fluor, no stn or odor, no sample shows

LM; tan to lt brn, hd, micritic, some litho, tite, scat gy cht

SH; blk, carb, pyr ip, trc gas bubbles

LM; med brn, cherty, v. hd, rare well cem foss

HERTHA 4322(-1811)

LM; tan to cream, buff, foss - scat small oolites and small pellets, trc blk tar/gilsonite, poor to fair interpart por, med yel fluor, no odor, no live shows

LM; med brn, dense, cherty ip, hd

LM; lt brn, foss w/abnt foss pellets and hash, loosely cem, occ spar calc xtals w/med yel min fluor, no stn or odor, ns.

LM; lt brn, foss ip, scat gy foss to oolitic chert, fair interpart por, lt yel min fluor only, no stn or odor, no gas kick, ns.

BASE KANSAS CITY 4373(-1862)

SH; med gy, grn, some varic - rust red, pyr ip

LM; dk brn, dk gy brn, argil, hd

SH; dk gy, grn, trc blk, platy to flakey

MARMATON 4396(-1885)

LM; lt to med brn, dense, micritic, hd, scat amber to org cht, tite

LM; lt to med brn, rare pale grn, dense, blocky, scat gy cht, no vis por, occ spar calc xtals, ns.

SH; grn, gy grn, silty ip, w/blk pyr sh

LM; lt/med brn, grn, argil, foss ip.

LM; tan to lt brn, buff, most hd, blocky, litho, scat off wht to gy cht - rare amber/org cht, no vis por, lt yel min fluor, no stn or odor, ns.

LM; tan to cream, fxln, few pcs. w/med brn v. spotted oil stn, poor p-p por, med to brite yel fluor, poor to fair cut, no apparent gas kick, no odor, most litho w/no vis por

SH; blk, carb ip, pyr, platy

LM; tan to cream, lt brn, buff, fxln w/rare poor interxln por, abnt gy to off wh cht, no fluor, no stn or odor, no gas kick, ns.

LM; lt to med brn, hd, micritic, cherty, tite

SH; blk, carb, blocky, trc gas, occ pyr

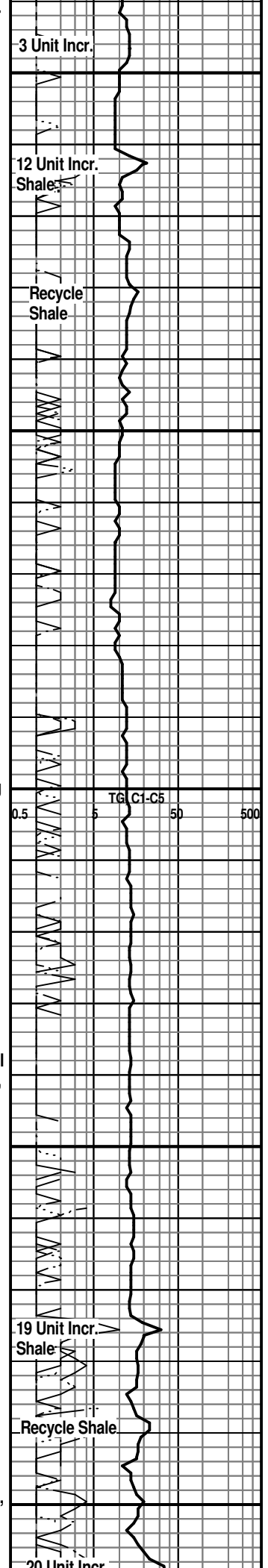
SH; varic - rust red, brn, grn, platy, foss ip.

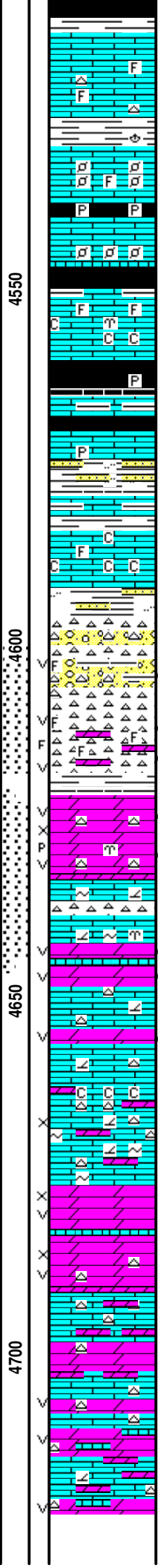
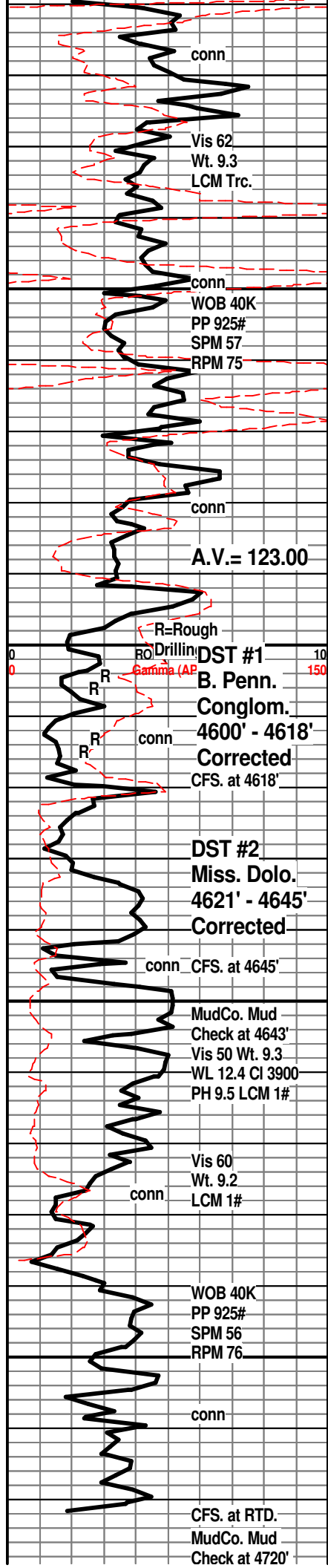
PAWNEE 4484(-1973)

LM; lt brn, tan, foss, fine pellets, well cem, lt yel min fluor only, no vis por, no stn or odor, ns.

LM; tan to lt brn, most dense, micritic, occ tan to gy cht, no vis por, ns.

SH; blk. carb in. platv. trc gas





FORT SCOTT 4514(-2003)

LM; tan to lt brn, buff, hd, blocky, scat off wh to gy cht, rare foss mat, no vis por, no fluor, ns.

LM; lt brn, tan, fxl n w/scat small foss pellets and foss mat, most well cem, scat lt yel fluor, ns.

CHEROKEE SHALE 4538(-2027)

SH: blk. carb ip. platv. occ bvr
LM; med brn, hd, scat small foss pellets and ooids, well cem, interbdd hd argil lmst, dull yel min fluor, no stn or odor, ns.

LM; tan to med brn, blocky, scat foss mat, trc soft chalky mtz, dull yel min fluor, no stn or odor, ns.

SH; varic - blk, grn, gy, red, maroon, silty ip, interbdd gy brn shaly hd lmst.

LM; med brn, hd, most micritic, pyr ip, tite
SH; med gy, silty ip, scat vf to g gr qtz ss, dirty

LM; wh, off wh, foss ip, scat chalk and chalky lmst, hd, dull to occ lt yel fluor, no stn, tite

CONGLOMERATE CHT. 4596(-2085)

CHT; wh, lt gy, org, dolomitic ip, fair to gd vug por, scat blk tarry hvy oil, gd odor, med yel fluor, SSFO, spotted to even stn, gd cut

CHT; wh, fresh, occ trip, foss ip, frags w/occ vug por, SFO, dull golden yel fluor, fair odor, interbdd sucrosic dolo w/med brn stn

DST #1: Basal Penn. Conglom. Chert 4600'- 4618' Corrected Depths to LOG

MISS. SPERG. DOLO. 4621(-2110)

DOL; tan, lt brn, sucrosic, fair/gd interxln, p-p and w/vug por, scat lrg qtz xtals, cherty ip, med golden yel fluor, gd odor, SFO, strmg. cut, foss

LM; lt gy, off wh, foss ip, hd, dolomitic, no vis por, occ pale grn - partly glau, interbdd cht, tite

DST #2: Miss. Dolomite 4621' - 4645'

DOL; lt gy, lt brn, gd vug por, SFO, golden yel fluor, gd odor, streaming cut

DOL; lt gy, sucrosic, scat vug por, spotted med brn live oil stn, fair odor, med yel fluor

LM and DOL; lt gy to tan, lt brn, interbdd sucrosic dolomite and lmst, scat fair vug por, no fluor, no stn or odor, ns.

DOL; lt gy, tan, sucrosic, gd interxln and vug por, dull yel min fluor only, no stn or odor, ns.

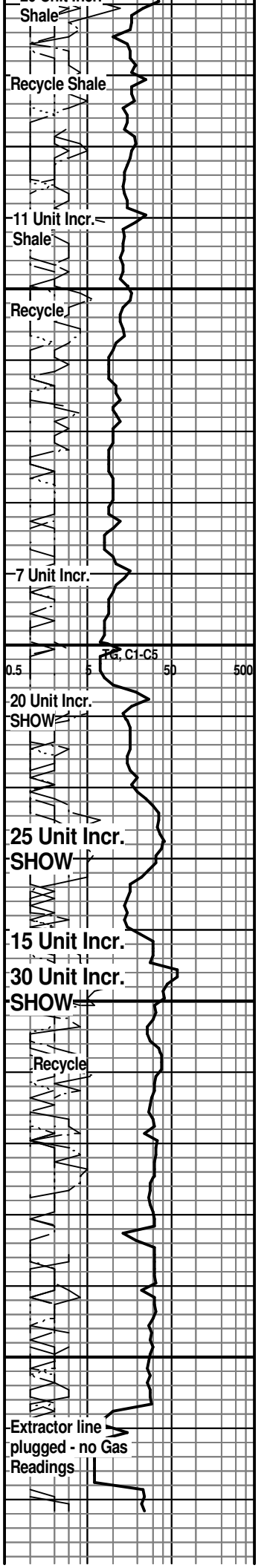
DOL; tan, buff, med rhombic to sucrosic, soft, v. gd interxln por, dull yel fluor, occ cherty, ns.

MISS. WARSAW 4691(-2180)

LM; tan to lt gy brn, hd, dolomitic, ip, cherty, tite

LM; off wh, wh, lt gy grn, dolomitic w/interbdd sucrosic cherty dolo, glau ip, dull yel fluor, ns.

LM; lt to med brn, gy brn, dolomitic w/interbdd sucrosic dolo, cherty ip, lt yel min fluor, ns.



RTD.
Vis 62 Wt. 9.3
WL 13.6 Cl 4500
PH 9.0 LCM Trc.

4750

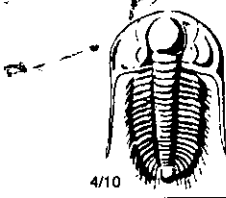
00

RTD. 4720' at 10:15 PM. 8/3/12

LTD. 4724' at 4:00 AM. 8/4/12

Superior Well Services DIL, NEU/DEN
w/PE, Microlog

**NOTE: This log was shifted downward
by 1' to 2' for correlation purposes with
the Superior LOGS.**



TRILOBITE TESTING INC.

P.O. Box 1733 • Hays, Kansas 67601

Test Ticket

NO. 49280

Well Name & No. Schmitt 3-23 Test No. 1 Date 8-2-12
 Company Herman Loeb LLC Elevation 2511 KB 2500 GL
 Address PO Box 838 Lawrenceville, IL 62439
 Co. Rep / Geo. Jon Christensen Rig Sterling 2
 Location: Sec. 23 Twp. 22 Rge. 25 Co. Madison State K

Interval Tested 4598-4616 Zone Tested Miss Osbornite
 Anchor Length 18 Drill Pipe Run 4363 Mud Wt. 9.2
 Top Packer Depth 4593 Drill Collars Run 218 Vis 48
 Bottom Packer Depth 4598 Wt. Pipe Run — WL 12.8
 Total Depth 4616 Chlorides 4100 ppm System LCM —

Blow Description IFF - weak sur blow throughout
ISI - no blow back
FFP - no blow
FST - no blow back

Rec	Feet of	%gas	%oil	%water	%mud
<u>5</u>	<u>0 sgd. Drl M₂</u>	<u>sp</u>			<u>100</u>
Rec	Feet of	%gas	%oil	%water	%mud
Rec	Feet of	%gas	%oil	%water	%mud
Rec	Feet of	%gas	%oil	%water	%mud
Rec	Feet of	%gas	%oil	%water	%mud

Rec Total 5 BHT 119 Gravity _____ API RW _____ @ _____ °F Chlorides _____ ppm

- (A) Initial Hydrostatic 2239
- (B) First Initial Flow 17
- (C) First Final Flow 19
- (D) Initial Shut-In 50
- (E) Second Initial Flow 20
- (F) Second Final Flow 21
- (G) Final Shut-In 37
- (H) Final Hydrostatic 2152

- Test
- Jars
- Safety Joint
- Circ Sub
- Hourly Standby
- Mileage 155 RT
- Sampler
- Straddle
- Shale Packer
- Extra Packer
- Extra Recorder
- Day Standby
- Accessibility
- Sub Total _____

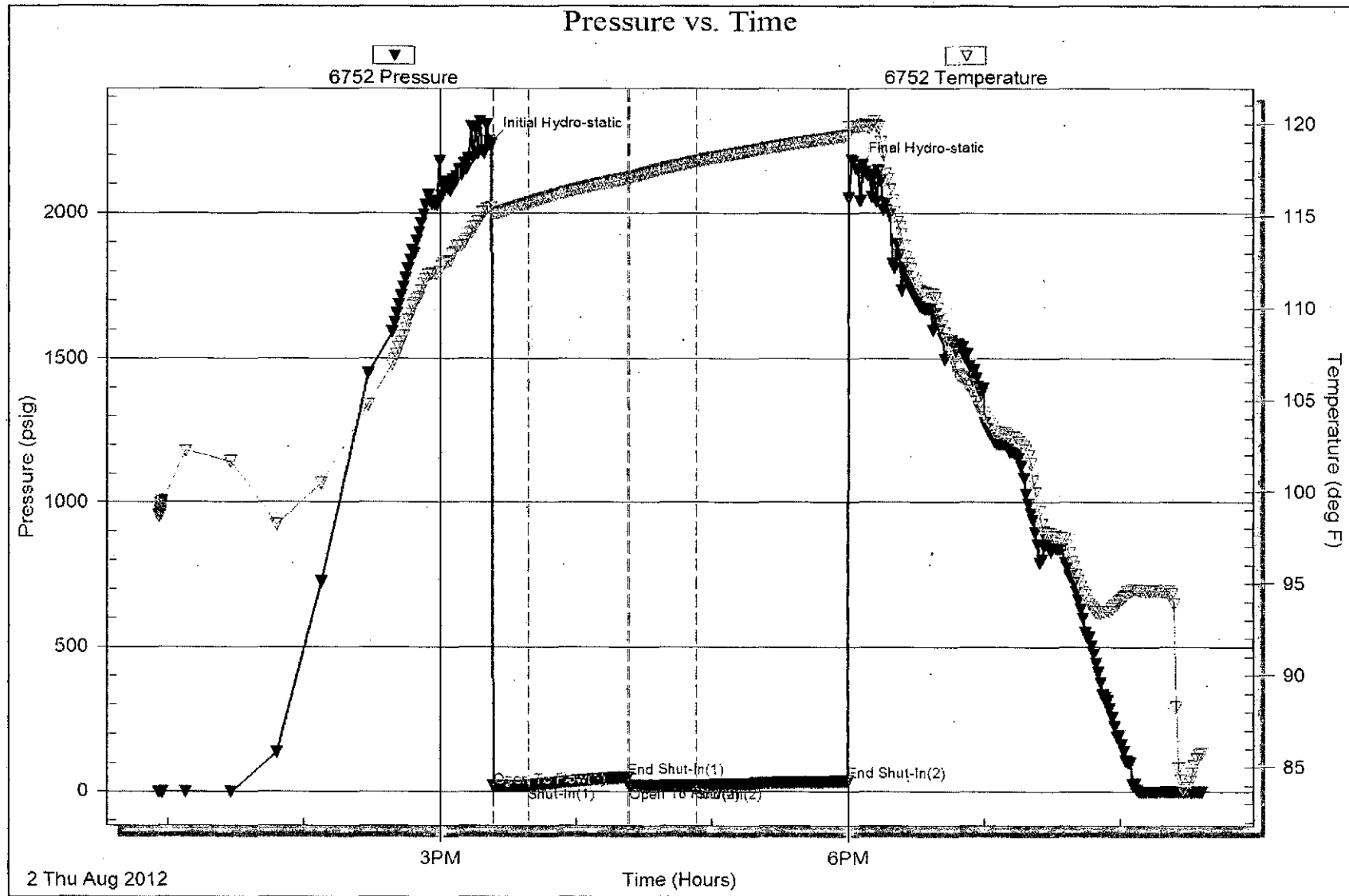
T-On Location 1032
 T-Started 1255
 T-Open 1522
 T-Pulled 1752
 T-Out 2035

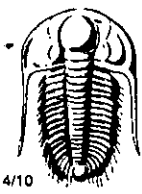
Comments _____
 Ruined Shale Packer
 Ruined Packer
 Extra Copies
 Sub Total _____
 Total _____
 MP/DST Disc't _____

Initial Open 15
 Initial Shut-In 45
 Final Flow 30
 Final Shut-In 60

Approved By _____ Our Representative Brian Fairbank

Trilobite Testing Inc. shall not be liable for damaged of any kind of 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 statements or opinion concerning the results 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.





TRILOBITE TESTING INC.

P.O. Box 1733 • Hays, Kansas 67601

Test Ticket

NO. 49281

Well Name & No. Schmitt 3-23 Test No. 2 Date 8-3-12
 Company Herman Loeb Elevation 2511 KB 2500 GL
 Address _____
 Co. Rep / Geo. Jan Christensen Rig Sterling 2
 Location: Sec. 23 Twp. 22 Rge. 25 Co. Hodgeman State K

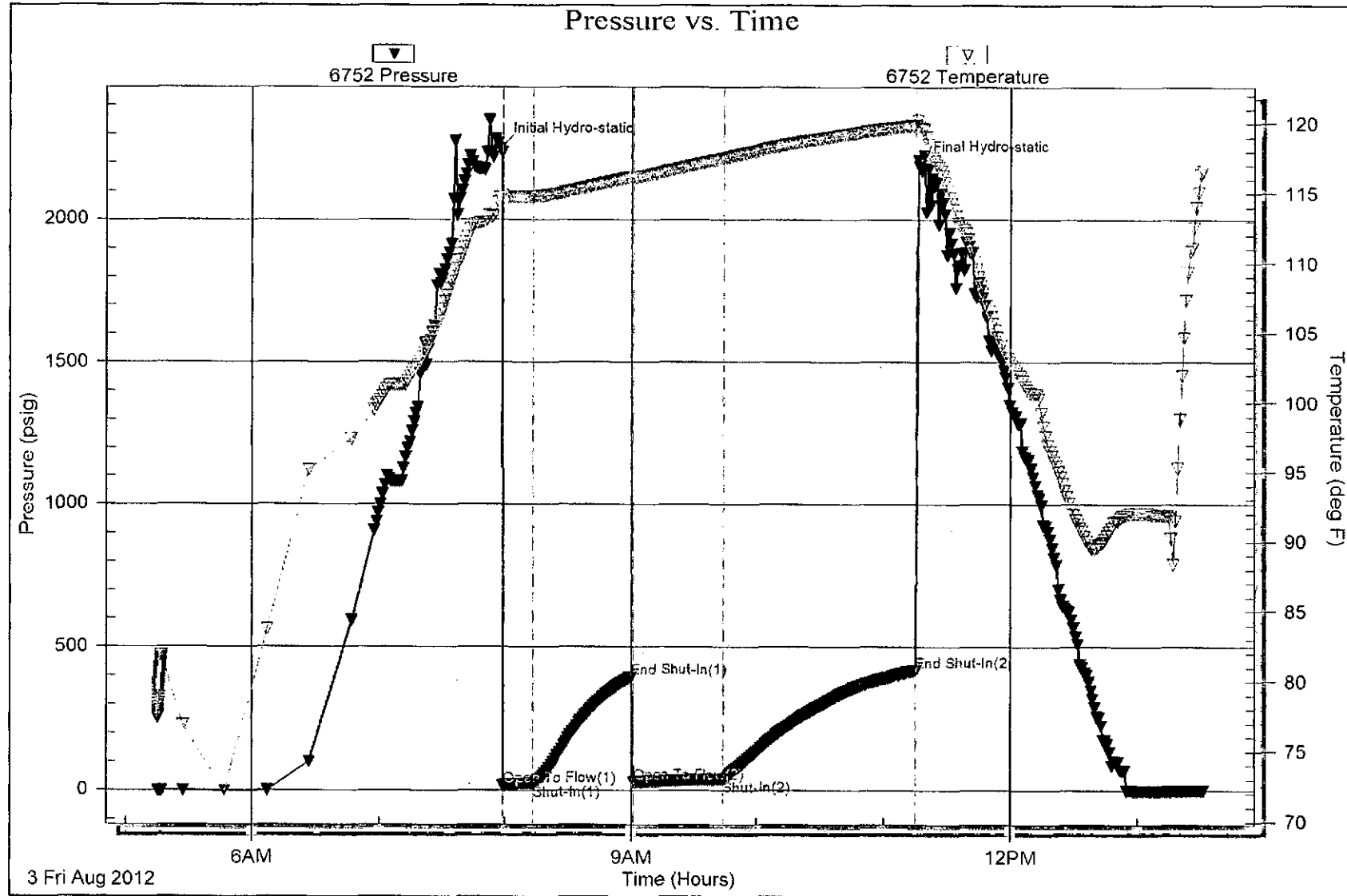
Interval Tested 4619 - 4643 Zone Tested Miss Delomite
 Anchor Length 24 Drill Pipe Run 4394 Mud Wt. 9.2
 Top Packer Depth 4614 Drill Collars Run 218 Vis 48
 Bottom Packer Depth 4619 Wt. Pipe Run _____ WL 12.8
 Total Depth 4643 Chlorides 4100 ppm System LCM _____
 Blow Description IFP - weak blow throughout sur - 1 1/4"
ISI - no blow back
FFP - weak to fair blow sur - 4 1/2"
FSI - no blow back

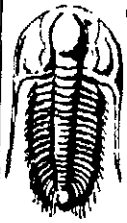
Rec	Feet of	%gas	%oil	%water	%mud
<u>165</u>	<u>GIP</u>				
<u>30</u>	<u>Free oil</u>		<u>95%</u>		<u>5%</u>
<u>30</u>	<u>CCM</u>		<u>10%</u>		<u>90%</u>
____	____				
____	____				

Rec Total 60 BHT 120 Gravity 35 API RW _____ @ _____ ° F Chlorides _____ ppm

(A) Initial Hydrostatic <u>2248</u>	<input checked="" type="checkbox"/> Test	T-On Location <u>0432</u>
(B) First Initial Flow <u>16</u>	<input type="checkbox"/> Jars _____	T-Started <u>0515</u>
(C) First Final Flow <u>24</u>	<input checked="" type="checkbox"/> Safety Joint	T-Open <u>0758</u>
(D) Initial Shut-In <u>393</u>	<input type="checkbox"/> Circ Sub _____	T-Pulled <u>1113</u>
(E) Second Initial Flow <u>27</u>	<input type="checkbox"/> Hourly Standby _____	T-Out <u>1329</u>
(F) Second Final Flow <u>38</u>	<input checked="" type="checkbox"/> Mileage	Comments _____
(G) Final Shut-In <u>418</u>	<input type="checkbox"/> Sampler _____	
(H) Final Hydrostatic <u>2184</u>	<input type="checkbox"/> Straddle _____	<input type="checkbox"/> Ruined Shale Packer _____
Initial Open <u>15</u>	<input type="checkbox"/> Shale Packer _____	<input type="checkbox"/> Ruined Packer _____
Initial Shut-In <u>45</u>	<input type="checkbox"/> Extra Packer _____	<input type="checkbox"/> Extra Copies _____
Final Flow <u>45</u>	<input type="checkbox"/> Extra Recorder _____	Sub Total _____
Final Shut-In <u>90</u>	<input type="checkbox"/> Day Standby _____	Total _____
	<input type="checkbox"/> Accessibility _____	MP/DST Disc't _____
	Sub Total _____	

Approved By _____ Our Representative Brian Farbank
 TriLOBITE Testing Inc. shall not be liable for damaged of any kind of 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 statements or opinion concerning the results 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.





**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

Herman L. Loeb LLC
PO Box 838
Lawrenceville, IL 62439
ATTN: Jon Christensen

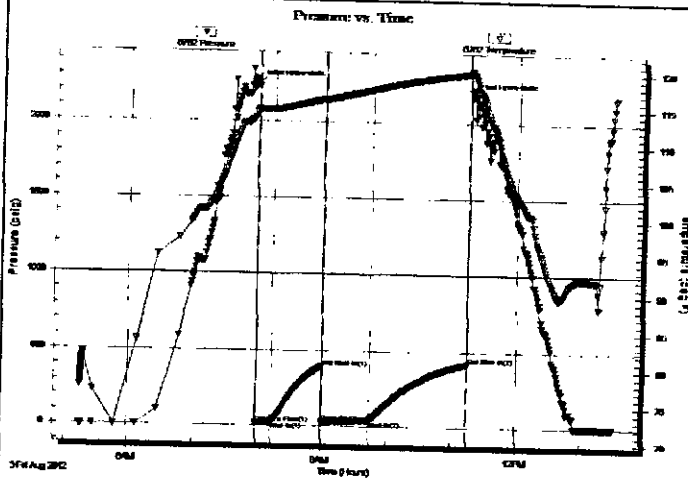
23-22-25 Hodgeman, Ks
Schmitt 3-23
Job Ticket: 49281 DST#: 2
Test Start: 2012.08.03 @ 05:15:08

GENERAL INFORMATION:

Formation: Miss Dolomite
Deviated: No Whipstock ft (KB)
Time Tool Opened: 07:59:08
Time Test Ended: 13:31:08
Interval: 4619.00 ft (KB) To 4643.00 ft (KB) (TVD)
Total Depth: 4643.00 ft (KB) (TVD)
Hole Diameter: 7.88 inches Hole Condition: Good
Test Type: Conventional Bottom Hole (Reset)
Tester: Brian Fairbank
Unit No: 41
Reference Elevations: 2511.00 ft (KB)
2500.00 ft (CF)
KB to GR/CF: 11.00 ft

Serial #: 6752 Inside
Press@RunDepth: 38.29 psig @ 4620.00 ft (KB)
Start Date: 2012.08.03 End Date: 2012.08.03
Start Time: 05:15:08 End Time: 13:31:08
Capacity: 8000.00 psig
Last Calib.: 2012.08.03
Time On Btm: 2012.08.03 @ 07:57:38
Time Off Btm: 2012.08.03 @ 11:16:38

TEST COMMENT: IFP - weak blow throughout sur - 1 1/4"
ISI - no blow back
FFP - weak to fair blow sur - 4 1/2"
FSI - no blow back



PRESSURE SUMMARY

Time (Mn.)	Pressure (psig)	Temp (deg F)	Annotation
0	2247.83	114.67	Initial Hydro-static
2	16.05	114.59	Open To Flow (1)
16	23.59	114.75	Shut-In(1)
62	392.90	116.18	End Shut-In(1)
63	27.35	116.11	Open To Flow (2)
107	38.29	117.50	Shut-In(2)
197	418.10	119.89	End Shut-In(2)
199	2183.63	119.84	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
30.00	OCM 10%O, 90%M	0.15
30.00	FREE OIL 95%O, 5%M	0.15
0.00	165' GIP	0.00

* Recovery from multiple tests

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)



6076
To Schmitt
6420

PAGE 1 of 1	CUST NO 1007589	INVOICE DATE 07/27/2012
INVOICE NUMBER 1717 - 90963515		

Liberal (620) 624-2277
 B HERMAN L LOEB LLC
 I PO Box: 838
 L LAWRENCEVILLE
 L IL US 62439
 T
 O ATTN: ACCOUNTS PAYABLE

J LEASE NAME Schmitt #3-23
 O
 B LOCATION
 B COUNTY Hodgeman
 S STATE KS
 I JOB DESCRIPTION Cement-New Well Casing/Pi
 T
 E JOB CONTACT

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40491912	27808		Net - 30 days	08/26/2012

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<i>For Service Dates: 07/26/2012 to 07/26/2012</i>				
0040491912				
171703901A Cement-New Well Casing/Pi 07/26/2012 8 5/8" Surface				
A-Serv Lite	175.00	EA	9.75	1,706.25 T
Premium Plus Cement	100.00	EA	12.23	1,222.50 T
Celloflake	68.00	EA	2.78	188.70 T
Calcium Chloride	641.00	EA	0.79	504.79 T
"Top Rubber Cmt Plug, 8 5/8""	1.00	EA	168.75	168.75
"Flapper Type Insert Float Valve, 8 5/8"	1.00	EA	371.25	371.25
"Guide Shoe - Regular, 8 5/8"" (Blue)"	1.00	EA	285.00	285.00
"Unit Mileage Chg (PU, cars one way)"	100.00	MI	3.19	318.75
Heavy Equipment Mileage	200.00	MI	5.25	1,050.00
"Proppant & Bulk Del. Chgs., per ton mil	1,225.00	EA	1.20	1,470.00
Depth Charge; 0-500'	1.00	EA	750.00	750.00
Blending & Mixing Service Charge	275.00	BAG	1.05	288.75
Plug Container Util. Chg.	1.00	EA	187.50	187.50
"Service Supervisor, first 8 hrs on loc.	1.00	EA	131.25	131.25
High Head Charge (Over 6')	1.00	EA	225.00	225.00

PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	8,868.49
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	269.86
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	9,138.35
DALLAS, TX 75284-1903	MIDLAND, TX 79702		



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

1700 S. Country Estates Rd.
P.O. Box 129
Liberal, Kansas 67905
Phone 620-624-2277

FIELD SERVICE TICKET
1717 03901 A

DATE _____ TICKET NO. _____

DATE OF JOB: 7-26-12	DISTRICT: 1707	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: Norman Lopez		LEASE: Schmitt # 3-23		WELL NO.:			
ADDRESS:		COUNTY: Hodgman		STATE: KS			
CITY:		STATE:		SERVICE CREW: B Mendez, C Grist			
AUTHORIZED BY: J. Bennett		JOB TYPE: 242-85/8 Surface					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE AM PM TIME
34726	8						
27808	4						
19553	4						
14354	4						
19578	4						
						ARRIVED AT JOB	AM PM
						START OPERATION	AM PM
						FINISH OPERATION	AM PM
						RELEASED	AM PM
MILES FROM STATION TO WELL							

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: _____
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT	
CL 110	A Serv Lite	SK	175		2275 00	
CL 110	Premium Plus	SK	108		1630 00	
CC 102	Cellulose	lb	68		251 60	
CC 109	Calcium Chloride	lb	641		673 05	
CF 106	TOP Rubber Cement Plug, 8 5/8"	ea	1		225 00	
CF 1403	Flapper Type Insert + Float Valve, 8 5/8"	ea	1		495 00	
CF 253	Guide Shoe - Regular, 8 5/8"	ea	1		380 00	
E 100	Unit Mileage	mi	100		425 00	
E 101	Heavy Equipment Mileage	mi	200		1400 00	
E 113	Proppant + Bulk Delivery Charges	+m	1225		1960 00	
CE 200	Depth Charge, 0-500'	ea	1		1000 00	
CE 240	Blending + Mixing Service Charge	SK	875		385 00	
CE 504	Plug Container Utilization Charge	ea	1		250 00	
SO 23	Service Supervisor, First 8 hrs on location	ea	1		175 00	
CE 503	High Head Charge, 10'	ea	1		300 00	
					SUB TOTAL	8,868.99

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE: *Neil Su*

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

FIELD SERVICE ORDER NO. _____



BASIC
ENERGY SERVICES
Liberal, Kansas

Cement Report

Customer	Herman Lobe	Lease No.		Date	7-26-12
Lease	Schmitt	Well #	3-23	Service Receipt	03901
Casing	8 5/8" 24#	Depth	500'	County	Hodgeman
Job Type	242-8 5/8" Surface	Formation		State	KS
				Legal Description	23-22-25

Pipe Data		Perforating Data		Cement Data
Casing size	8 5/8" 24#	Shots/Ft		Lead
Depth	TD-584	From	To	A-Service
Volume	D13p-35 bbl	From	To	
Max Press	500#	From	To	Tail in-100'
Well Connection	TP-594'	From	To	Class C
Plug Depth	ST-40'	From	To	

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
11:30					on loc-site assessment
11:35					spot trucks rig up
5:00					Safety meeting / JSA
5:15					pressure test 500#
5:20	0		50	4	mix pump 175 sk A-Service
5:30	0		24	4	switch to tail course Class C
5:40					drop plug
5:50	0		0	4	disp cc
6:00	500		35	4	land plug, float held
					job complete
					etc cant surface

Service Units				
Driver Names				

Customer Representative

Station Manager

Cementer

Taylor Printing, Inc.



WOLU
701 Schmitt
6420

PAGE 1 of 1	CUST NO 1007589	INVOICE DATE 08/07/2012
INVOICE NUMBER 1718 - 90972112		

Pratt (620) 672-1201
B HERMAN L LOEB LLC
I PO Box: 838
L LAWRENCEVILLE
L IL US 62439
T
O ATTN: ACCOUNTS PAYABLE

J LEASE NAME Schmitt 3-23
O LOCATION
B COUNTY Hodgeman
S STATE KS
I JOB DESCRIPTION Cement-New Well Casing/Pi
T JOB CONTACT
E

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40496142	27463		Net - 30 days	09/06/2012

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<i>For Service Dates: 08/05/2012 to 08/05/2012</i>				
0040496142				
171806715A Cement-New Well Casing/Pi 08/05/2012				
Cement 5 1/2", Longstring				
50/50 POZ				
Celloflake	63.00	EA	2.78	174.83
Gypsum	1,050.00	EA	0.56	590.63
FLA-322	105.00	EA	5.63	590.63
Gilsonite	1,501.00	EA	0.50	754.25
Mud Flush	1,000.00	EA	0.65	645.00
KCL Potassium Chloride	566.00	EA	1.13	636.75
Claymax KCL Substitute	6.00	EA	26.25	157.50
"5 1/2" Port Collar "	1.00	EA	2,624.99	2,624.99
"Latch Down Plug & Baffle, 5 1/2" (Blue)	1.00	EA	300.00	300.00
"Auto Fill Float Shoe 5 1/2" (Blue)"	1.00	EA	270.00	270.00
"Turbolizer, 5 1/2" (Blue)"	10.00	EA	82.50	825.00
"5 1/2" Basket (Blue)"	2.00	EA	217.50	435.00
"Cement Scratchers Cable Type, 5 1/2" "	6.00	EA	56.25	337.50
"Unit Mileage Chg (PU, cars one way)"	100.00	MI	3.19	318.75
Heavy Equipment Mileage	200.00	MI	5.25	1,050.00
"Proppant & Bulk Det. Chgs., per ton mil	1,050.00	EA	1.20	1,260.00
Blending & Mixing Service Charge	250.00	BAG	1.05	262.50
Depth Charge; 4001'-5000'	1.00	EA	1,890.00	1,890.00
Plug Container Util. Chg.	1.00	EA	187.50	187.50
Service Supervisor	1.00	HR	131.25	131.25

PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	15,504.58
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	418.10
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	15,922.68
DALLAS, TX 75284-1903	MIDLAND, TX 79702		

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. Customer's 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.



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

6096
TOSchmitt

FIELD SERVICE TICKET
1718 05715 A

DATE _____ TICKET NO. _____

DATE OF JOB		DISTRICT		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				LEASE				WELL NO.	
ADDRESS				COUNTY		STATE			
CITY				STATE		SERVICE CREW			
AUTHORIZED BY				JOB TYPE:					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM (PM)	TIME
7732	1					2.4	7.4	AM	7.00
7741	1					ARRIVED AT JOB	7.4	AM	7.00
1101-1102	1					START OPERATION		AM	1:00
						FINISH OPERATION		AM	2:00
						RELEASED		AM	3:00
						MILES FROM STATION TO WELL	10.0		

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:

(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CPH42	SUBS 3/4" Z	50	200		20000
CPH44	SUBS 3/4" P	50	20		5500
CC102	CALL	LB	63		23310
CC113	CALL	LB	1000		78750
CC117	FLA 377	LB	105		78750
CC301	CALL	LB	1211		100567
C700	FLC	LB	566		84900
CSHX1	CALL	EA	1		350000
CSL07	CALL	EA	1		40000
CSL11	CALL	EA	1		36000
CSL14	CALL	EA	1		410000
CSL15	CALL	EA	2		58000
C700	CALL	EA	6		45000
C700	CALL	EA	6		21000
CSL11	CALL	EA	1000		86000

CHEMICAL / ACID DATA	

SUB TOTAL		15,201.33
SERVICE & EQUIPMENT	% TAX ON \$	
MATERIALS	% TAX ON \$	
TOTAL		

SERVICE REPRESENTATIVE	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. Customer's 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 therefrom, 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 not, 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:

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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.

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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.

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Terms:

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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.

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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:

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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:

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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.



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

6076

FIELD SERVICE TICKET

~~1718~~ ~~0718~~ ~~A~~

DATE _____ TICKET NO. 1717 0071

DATE OF JOB		DISTRICT		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				LEASE				WELL NO.	
ADDRESS				COUNTY		STATE			
CITY				STATE		SERVICE CREW			
AUTHORIZED BY				JOB TYPE:					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
						ARRIVED AT JOB		PM	
						START OPERATION		AM	
						FINISH OPERATION		PM	
						RELEASED		AM	
						MILES FROM STATION TO WELL		PM	

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: _____
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
E100	...	M	100		42500
E101	...	M	200		140000
E103	...	T	10.0		168000
CE205	...	P	1		252000
CE240	...	S	250		35000
CE304	...	M	1		25000
...	...	M	1		12500

CHEMICAL / ACID DATA			

SUB TOTAL	15000
SERVICE & EQUIPMENT	% TAX ON \$
MATERIALS	% TAX ON \$
TOTAL	

SERVICE REPRESENTATIVE _____ 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. Customer's 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 not, 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.

6076
Tolschmitt

Customer Herman Lueb	Lease No.	Date 8-4-12
Lease Schmitt	Well # 3-23	
Field Order # 6715	Station Pratt	Casing 5 1/2
	Depth 1711	County Hodgeman
Type Job CNW - 5 1/2 L.S.	Formation	State KS
		Legal Description 23-22-25

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
5 1/2				50/50 P02				
Depth 4715	Depth	From	To	Pre Pad 1.35 yd	Max		5 Min.	
Volume 17228	Volume	From	To	Pad 50/50 P02	Min		10 Min.	
Max Press 1500	Max Press	From	To	Frac K11/mH	Avg		15 Min.	
Well Connection P.C.	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth 4716	Packer Depth	From	To	Flush 112	Gas Volume		Total Load	

Customer Representative	Station Manager Dave Scott	Treater Steve Orlando
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Service Units	27283	27463	19851	19862					
Driver Names	Orlando	McBraw	Pickson						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
2:00 PM					On location - Safety meeting
					Run 104 ft 5 1/2 casing
					Centralizer 1-2-3-4-5-9-13-18-64-68
					Basket 9-64 Scrubbers every 5' on joint #
					Percolator 64 ft. 1714 foot
					Casing on bottom Break Circ w/Rig
1:25	300		24	6	Mud flush
1:29	300		5	6	H2O spacer
1:30	300		48	6	Mix 200svr 50/50 P02 @ 14#/bbl
					Wash pump line
					Drop Plug reciprocate pipe
1:40	0		0	6	Start H2O Displacement w 290 KCL
1:55	300		90	5	lift pressure
1:57	700		100	4	Slow Rate STOP Reciprocating
2:00 PM	1500		112	4	Plug Down - Held
			7/5		Mix 50sh. 50 K14/mH
					Job Complete
					Thanks, Steve

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
Thomas E. Wright, Commissioner
Shari Feist Albrecht, Commissioner

Sam Brownback, Governor

November 02, 2012

Jesse R. Middagh
HERMAN L. LOEB, LLC
PO BOX 838
LAWRENCEVILLE, IL 62439

Re: ACO1
API 15-083-21820-00-00
SCHMITT 3-23
NW/4 Sec.23-22S-25W
Hodgeman 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,
Jesse R. Middagh