



Confidentiality Requested:

Yes No

KANSAS CORPORATION COMMISSION 1124245
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: _____



1124245

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 <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input type="checkbox"/> Yes <input type="checkbox"/> No 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: _____ | <input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum |
|--|---|

| 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> <input type="checkbox"/> Other <i>(Specify)</i> _____ <i>(Submit ACO-4)</i> | PRODUCTION INTERVAL: _____ _____ |
|--|---|---|

CASTELLI EXPLORATION, INC.
Gregg #2-13
1980' FSL & 660' FEL Sec 13-33S-17W
Comanche Co., Kansas

1862' GL
1880' KB

Great Plains Fluid Svc set 17 – 500 bbl frac tanks then filled them w/ well from Gregg Ranch then had tanks heated. SICP – 508#, RU Basic Energy Svc frac equipment, frac well as follows: Stage #1; 66,000 gal pad, 135 bbl @ 31 bpm & 509#, increase @ 227 bbl to 40.9 bpm w/ 610#, increase @ 445 bbl to 50.6 bpm w/ 609#, increase @ 694 bbl to 53.8 bpm w/ 605#, increase @ 800 bbl to 61.5 bpm w/ 692#, increase @ 936 bbl to 73.5 bpm w/ 852#, increase @ 1083 bbl to 81.4 bpm w/ 981# & finish pad 937# @ 81.5 bpm. Stage #2; 20,000 gal w/ .1# of 30/50 sand, 937# @ 81.6 bpm. Stage #3; 21,000 gal w/ .2# of 30/50 sand, 907# @ 81.7 bpm. Stage #4; 21,000 gal w/ .3# of 30/50 sand, 883# @ 81.8 bpm. Stage #5; 26,000 gal w/ .4# of 30/50 sand, 844# @ 81.6 bpm. Stage #6; 26,000 gal w/ .5# of 30/50 sand, 814# @ 81.8 bpm. Stage #7; 26,000 gal w/ .6# of 30/50 sand, 797# @ 81.8 bpm. Stage #8; 26,000 gal w/ .7# of 30/50 sand, 779# @ 82 bpm. Stage #9; 26,000 gal w/ .8# of 30/50 sand, 755# @ 81.5 bpm. Stage #10; 23,000 gal w/ .9# of 30/50 sand, 761# @ 81.2 bpm. Stage #11; 2,000 gal w/ 1# of 16/30 sand, 752# @ 81.1 bpm. Stage #12; 4,000 gal w/ 1.5# of 16/30 resin sand, 709# @ 81.6 bpm. Stage #13; 2,000 gal w/ 2# of 16/30 resin sand, 684# @ 81.1 bpm. Stage #14; 6,600 gal flush, 711# @ 81.4 bpm. ISIP – vac. Total load – 7667 bbl. RDMO Basic Energy Svc. SDFN & Weekend



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

FIELD SERVICE TICKET
1718 07643 A

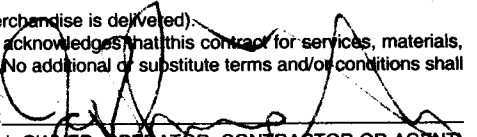
DATE _____ TICKET NO. _____

| | | | | |
|--|--|--|---|----------------------|
| DATE OF JOB 1-20-2013 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 CASTELLI EXPLORATION, INC. | | LEASE GREGG | | WELL NO. 2-13 |
| ADDRESS | | COUNTY COMANCHE STATE Ks. | | |
| CITY STATE | | SERVICE CREW LESLEY, MARQUEZ, PIERSON | | |
| AUTHORIZED BY | | JOB TYPE: CNW-13 3/8" S.P. | | |

| EQUIPMENT# | HRS | EQUIPMENT# | HRS | EQUIPMENT# | HRS | TRUCK CALLED | DATE | AM | TIME |
|--------------------|------------|------------|-----|------------|-----|----------------------------|----------------|-----------|--------------|
| 37586 | 8.5 | | | | | | 1-20-13 | | 3:00 |
| | | | | | | ARRIVED AT JOB | | AM | 5:00 |
| 19829-19843 | 8.5 | | | | | START OPERATION | | AM | 5:30 |
| 19831-19862 | 8.5 | | | | | FINISH OPERATION | | AM | 12:30 |
| | | | | | | RELEASED | | AM | 1:30 |
| | | | | | | MILES FROM STATION TO WELL | | | 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.

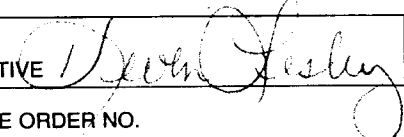
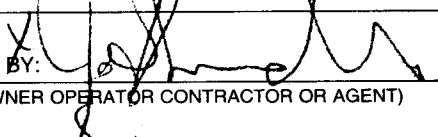
SIGNED: 
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

| ITEM/PRICE REF. NO. | MATERIAL, EQUIPMENT AND SERVICES USED | UNIT | QUANTITY | UNIT PRICE | \$ AMOUNT |
|---------------------|---------------------------------------|------|----------|------------|-----------|
| CP 101 | A-CON BLEND | SK | 150 | | 2,700.00 |
| CP 103 | 600/40 P02 | SK | 150 | | 1,800.00 |
| CC 102 | CELL FLAKE | lb | 75 | | 277.50 |
| CC 109 | CALCIUM CHLORIDE | lb | 810 | | 850.50 |
| E 100 | PICKUP MILEAGE | MI | 75 | | 318.75 |
| E 101 | HEAVY EQUIPMENT MILEAGE | MI | 225 | | 1,575.00 |
| E 113 | BULK DELIVERY CHARGE | TM | 1013 | | 1,620.00 |
| CE 200 | DEPTH CHARGE; 0-500' | HR | 1-4 | | 1,000.00 |
| CE 240 | BLENDING CHARGE | SK | 300 | | 420.00 |
| S 003 | SERVICE SUPERVISOR | EA | 1 | | 175.00 |
| PC 505 | MUD HEAD CHARGE | EA | 1 | | |

SUB TOTAL **8277.50**

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

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

| | |
|--|---|
| SERVICE REPRESENTATIVE  | THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:  |
| (WELL OWNER OPERATOR OR 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.



BASIC
ENERGY SERVICES

4934 NE Hwy. 61
P.O. Box 3613
Frost, Kansas 67124
Phone 620-672-1281

FIELD SERVICE TICKET
1718 07643 A

DATE: _____ TICKET NO: _____

| DATE: _____ | | <input type="checkbox"/> RIGS <input type="checkbox"/> TRK <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO. | | | | | | | |
|---|-----|---|-----|------------|-----|----------------------------|------|----|------|
| CUSTOMER: CHISSELL EXPLORATION, INC. | | LEASE: GREEN WELL NO: 13 | | | | | | | |
| ADDRESS: _____ | | COUNTY: COMANCHE STATE: KS. | | | | | | | |
| CITY: _____ STATE: _____ | | SERVICE CREW: Geology, Alvarez, Present | | | | | | | |
| AUTHORIZED BY: _____ | | JOB TYPE: PRO-13% S.P. | | | | | | | |
| EQUIPMENT# | HRS | EQUIPMENT# | HRS | EQUIPMENT# | HRS | TRUCK CALLED | DATE | AM | TIME |
| 37541 | 5 | | | | | 1-20-13 | | AM | 5:00 |
| 1931-1960 | 5 | | | | | | | AM | 1:30 |
| | | | | | | | | AM | 1:30 |
| | | | | | | MILES FROM STATION TO WELL | 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 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 NO. | MATERIAL, EQUIPMENT AND SERVICES USED | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|------------------------------------|---------------------------------------|------|----------|------------|----------|
| CE 101 | ACTOVENT | SK | 15 | | 2,700.00 |
| CE 103 | ACTOVENT | SK | 150 | | 1,350.00 |
| CE 100 | CELL FLAKE | LB | 75 | | 277.50 |
| CE 101 | CALCIUM CHLORIDE | LB | 110 | | 850.50 |
| E 100 | TRUCK MILEAGE | HR | 75 | | 318.75 |
| E 101 | HEAVY EQUIPMENT MILEAGE | HR | 225 | | 1,575.00 |
| E 113 | BULK DELIVERY CHARGE | TR | 10.43 | | 1,100.00 |
| CE 200 | NETT CHARGE OF 50 | HR | 1.4 | | 1,000.00 |
| CE 200 | BLENDED CHARGE | SK | 30 | | 420.00 |
| CE 503 | HIGH WINDS CHARGE | TR | 1.01 | | 130.00 |
| V# BAS 200 L# 112350 GL# 101 | | | | | |

SUB TOTAL **8277.50**

| | | | |
|------------------------|-------|-------|--|
| SERVICE REPRESENTATIVE | | 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

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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

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.

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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 expense 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 held responsible for any 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

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 event shall be limited to replacement, repair or refund (partly or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on 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 cost of the replacement, repair or 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, act 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 or specifications of any product or service, or to make 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 EXP. | Lease No. | Date 1-20-2013 |
| Lease GREGG | Well # 2-13 | |
| Field Order # 07643 | Station PRATT, KS. | Casing 3 1/2" |
| Type Job CNTT - 13 3/8" S.T. | Formation TD - 325' | Legal Description 13-33-17 |
| | Depth | County LANE CO. State Ks. |

| PIPE DATA | | PERFORATING DATA | | FLUID USED | | TREATMENT RESUME | | |
|--------------------------|-------------------------|------------------|---------------|-----------------------------------|------------|------------------|------------------|--|
| Casing Size 54.5" | Tubing Size 4.5" | Shots/Ft | CNTT - | Acid 150 SKS. A-CUN | RATE | PRESS | ISIP | |
| Depth 327.75' | Depth | From | To | Pre Pad 150 SKS. @ 1700 FT | Max | | 5 Min. | |
| Volume 50.6 BBL | Volume | From | To | Pad 150 SKS. @ 140 PPG | Min | | 10 Min. | |
| Max Press 300 | Max Press | From | To | Frac @ 1.21 @ FT | Avg | | 15 Min. | |
| Well Connection | Annulus Vol. | From | To | | HHP Used | | Annulus Pressure | |
| Plug Depth 327' | Packer Depth | From | To | Flush 47.5 BBL | Gas Volume | | Total Load | |

| | | |
|--|---------------------------------|--------------------------|
| Customer Representative R. TAPP | Station Manager D. SCOTT | Treater K. LESLEY |
|--|---------------------------------|--------------------------|

| | | | | | | | | | |
|---------------|---------------|----------------|---------------|--------------|--------------|--|--|--|--|
| Service Units | 37586 | 17889 | 17843 | 17831 | 17862 | | | | |
| Driver Names | LESLEY | MARQUEZ | PERSON | | | | | | |

| Time | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate | Service Log |
|----------|-----------------|-----------------|--------------|------|-------------------------------------|
| 5:00 AM | | | | | CALCULATION - SAFETY MEETING |
| 8:30 AM | | | | | RUN 7 STS. 13 3/8" x 54.5" CSG. |
| 11:15 AM | | | | | CSG. CNT BOTTOM |
| 11:30 AM | | | | | HUCKED TO CSG. / BREAK CIRC. 10/RIG |
| 12:00 PM | 150 | | 5 | 6 | H2O AHEAD |
| 12:04 PM | 100 | | 66 | 6 | PUMP 150 SKS. A-CUN @ 12 PPG |
| 12:15 PM | 50 | | 32 | 6 | PUMP 150 SKS. @ 14.8 PPG |
| 12:20 PM | 0 | | 0 | 5 | SHUT DOWN - START DISPLACEMENT |
| 12:30 PM | 0 | | 46 | 3 | SLOW RATE |
| 12:30 PM | 300 | | 47.5 | 3 | CNTT @ DESIRED DEPTH |
| | | | | | CIRC. THRU JOB |
| | | | | | CIRC. 50 BBL TO PIT |
| | | | | | JOB COMPLETE, |
| | | | | | THANKS - |
| | | | | | KELEN LESLEY |



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 07601 A

DATE _____ TICKET NO. _____

| | | | | | | | | | | |
|--------------------------------------|-----|------------|-----|--|-----------------------------------|--------------------------------------|------------------------------|------------------------------|---------------------|------|
| DATE OF JOB: 1-26-2013 | | 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: CASTELLI EXPLORATION, INC. | | | | LEASE: GREGG | | 2-13 | | WELL NO. | | |
| ADDRESS | | | | COUNTY: COMANCHE | | STATE: KS. | | | | |
| CITY | | | | STATE | | SERVICE CREW: LESLEY, MARQUEZ, YOUNG | | | | |
| AUTHORIZED BY | | | | JOB TYPE: CALW - 5 1/2" L.S. | | | | | | |
| EQUIPMENT# | HRS | EQUIPMENT# | HRS | EQUIPMENT# | HRS | TRUCK CALLED | DATE | AM | PM | TIME |
| 37586 | 12 | | | | | | 1-25-13 | | | 6:00 |
| 19889-19843 | 12 | | | | | ARRIVED AT JOB | | | | 1:00 |
| 77686-73768 | 12 | | | | | START OPERATION | 1-26-13 | AM | | 3:00 |
| | | | | | | FINISH OPERATION | | AM | | 2:00 |
| | | | | | | RELEASED | | AM | | 1:00 |
| | | | | | | MILES FROM STATION TO WELL | | | | 15 |

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 | |
|---------------------|---------------------------------------|------|----------|------------|-----------|-----------|
| CP 105 | AA-2 CEMENT | SK | 135 | | 2,275.00 | |
| CP 103 | 40/40 P02 | SK | 85 | | 1,620.00 | |
| CC 102 | CELL FLAKE | lb | 34 | | 125.80 | |
| CC 111 | SALT | lb | 616 | | 308.00 | |
| CC 112 | CMT. FRICTION REDUCER | lb | 39 | | 234.00 | |
| CC 115 | C-44 | lb | 127 | | 654.65 | |
| CC 129 | FLA-322 LOW FLUID LOSS | lb | 39 | | 292.50 | |
| CC 201 | GILSONITE | lb | 675 | | 452.25 | |
| CF 607 | LATCH DOWN PLUG & BAFFLE, 5 1/2" | EA | 1 | | 400.00 | |
| CF 1251 | AUTO FILL FLOAT SHAFT, 5 1/2" | EA | 1 | | 360.00 | |
| CF 1651 | TURBOLIZER, 5 1/2" | EA | 8 | | 880.00 | |
| C 704 | CLAYMAX-KCL SUB. | GAL | 6 | | 210.00 | |
| E 100 | PICKUP MILEAGE | MI | 75 | | 318.75 | |
| E 101 | HEAVY EQUIPMENT MILEAGE | MI | 150 | | 1,650.00 | |
| E 113 | BULK DELIVERY CHARGE | TM | 754 | | 1,206.00 | |
| CE 206 | DEPTH CHARGE - 5001-6000' | HR | 1-4 | | 2,880.00 | |
| CE 240 | BLENDING SERVICE CHARGE | SK | 220 | | 308.00 | |
| CE 504 | PLUG CONTAINER CHARGE | YBS | 1 | | 250.00 | |
| S 003 | SERVICE SUPERVISOR | EA | 1 | 175.00 | 175.00 | |
| | | | | | SUB TOTAL | 10,695.48 |

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

| | | |
|---------------------|-------------|-----------|
| SERVICE & EQUIPMENT | % TAX ON \$ | |
| MATERIALS | % TAX ON \$ | |
| TOTAL DCS | | 10,735.48 |

SERVICE REPRESENTATIVE: *[Signature]*
FIELD SERVICE ORDER NO. _____

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

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.



1024 NE Hwy. 61
P.O. Box 2613
Falls, Kansas 67124
Phone 620-672-1201

FIELD SERVICE TICKET
1718 07601 A

| | | | | | | | | |
|---------------|-------------------------------|------------|-----|-------------------|-----|----------------------------|---------|---------|
| DATE | | | | | | TICKET NO. | | |
| JOB | | | | | | NO. | | |
| CUSTOMER | CITIZEN LOT DEVELOPMENT, INC. | | | LEASE (P/R) (1/1) | | DATE | 9-15 | |
| ADDRESS | | | | COUNTY | | STATE | | |
| CITY | STATE | | | SERVICE CREW | | CESLEY, MINGUEZ, J... | | |
| AUTHORIZED BY | | | | JOB TYPE | | CALL 5/8/75. | | |
| EQUIPMENT# | HRS | EQUIPMENT# | HRS | EQUIPMENT# | HRS | TRUCK CALLED | DATE | TIME |
| 7526 | 12 | | | | | | 1-25-75 | 7:00 AM |
| | | | | | | ARRIVED AT JOB | | PM |
| | | | | | | FINISH OPERATION | | AM |
| | | | | | | RELEASED | | AM |
| | | | | | | MILES FROM STATION TO WELL | 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 conditions shall become a part of this contract without the written consent of an officer of Basic Energy Services, L.P.

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

| ITEM NO. | MATERIAL, EQUIPMENT AND SERVICES USED | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---------------------------------------|------|----------|------------|----------|
| CP 105 | HAIR | SK | 135 | | 2,215.00 |
| CE 103 | PL 2 | SK | 23 | | 1,020.00 |
| CE 112 | FLAME | TT | 34 | | 125.50 |
| CC 111 | SALT | 1b | 616 | | 308.00 |
| CC 112 | CARB. FRICTION REDUCER | 1b | 37 | | 234.00 |
| CC 115 | C-94 | 1b | 127 | | 654.05 |
| CC 127 | FLA-322 LOW FLUID LOSS | 1b | 37 | | 292.50 |
| CC 201 | SK SONITE | 1b | 175 | | 452.25 |
| CE 607 | CATCH DOWN PLUG: DUFFIE 5/8" | EA | 1 | | 400.00 |
| CE 705 | TRUCK RENTAL | 2.11 | | | 880.00 |
| C 704 | CLAY BARREL | GAU | 60 | | 216.00 |
| E 100 | BICKER MILEAGE | MI | 75 | | 318.75 |
| E 101 | HEAVY EQUIPMENT MILEAGE | MI | 150 | | 1,650.00 |
| E 113 | TRUCK RENTAL CHARGE | TR | 784 | | 1,206.00 |
| E 216 | TRUCK RENTAL CHARGE: 5001 1111 | TR | 17 | | 2,880.00 |
| E 210 | BLENDED FERTILIZER | SK | 200 | | 308.00 |
| CE 504 | TRUCK CONTAINER CHARGE | 2.11 | 1 | | 250.00 |
| CE 113 | TRUCK RENTAL | EA | 1 | 175 | 175.00 |

| CHEMICAL / ADDS | | | SERVICE & EQUIPMENT | TAX ON % | TOTAL |
|-----------------|--|--|---------------------|----------|-----------|
| | | | | | 10,935.98 |

| | |
|-------------------------|---|
| SERVICE REPRESENTATIVE | THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: |
| FIELD SERVICE ORDER NO. | (WELL OWNER OPERATOR CONTRACTOR OR AGENT) |

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 Cicco, 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 service 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, 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 sup-

plied. 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

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 (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 repair 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 its products 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 HISTELL EXP., INC. | Lease No. | Date 1-26-2013 |
| Lease GREGG | Well # 2-13 | |
| Field Order # 07601 | Station PRATT, KS. | Casing 5 1/2" |
| Type Job CNW - 5 1/2" L.S. | Formation TD - 5262' | Depth |
| | | County COMANCHE |
| | | State KS. |
| | | Legal Description 13-33-17 |

| PIPE DATA | | PERFORATING DATA | | FLUID USED | | TREATMENT RESUME | | |
|---------------------------|-------------------|-------------------|-------------------------|-------------------------------------|------------|------------------|--|------------------|
| Casing Size 5 1/2" | Tubing Size 5" | Shots/Ft CNW - | Acid 35 SV SCAVENGER | Rate | Press | ISIP | | |
| Depth 5254' | Depth | From | To | Pre Pad @ 1.64 CUFF ³ | Max | | | 5 Min. |
| Volume 135 BBL | Volume | From | To | Pad CNW - 135 SX AA2 | Min | SS = 42.25' | | 10 Min. |
| Max Press 1500 | Max Press | From | To | Frac @ 1.30 CUFF ³ | Avg | | | 15 Min. |
| Well Connection 1 1/2" | Annulus Vol. | From | To | | HHP Used | | | Annulus Pressure |
| Plug Depth 5211.15' | Packer Depth | From | To | Flush 134 BBL / 2% KCL | Gas Volume | | | Total Load |

| | | |
|------------------------------------|-----------------------------|----------------------|
| Customer Representative R. DEPP | Station Manager D. SCOTT | Treater K. LESLEY |
| Service Units 375810 | 375810 | 375810 |
| Driver Names LESEY | MARQUEZ | YOUNG |

| Time | Casing Pressure | Tubing Pressure | Bbbs. Pumped | Rate | Service Log |
|---------|-----------------|-----------------|--------------|------|---|
| 1:00 PM | 1-25-13 | | | | CN LOCATION - SAFETY MEETING |
| 3:00 AM | 1-26-13 | | | | RUN 134 ITS. 5 1/2" x 15.5" CSG. |
| | | | | | TRIP - 1, 2, 3, 4, 5, 6, 7, 8 (CIRC. 1/2" HGIN) |
| 6:00 AM | | | | | CSG. CN BOTTOM |
| 6:15 AM | | | | | HOOK UP TO CSG. / BREAK CIRC. W/ RIG |
| 7:15 AM | 500 | | 5 | 6 | 1120 H/HEAD |
| 7:17 AM | 300 | | 10 | 6 | PUMP 35 SV SCAVENGER @ 13 PPG |
| 7:19 AM | 200 | | 33 | 6 | PUMP 135 SX AA2 @ 15.3 PPG |
| 7:21 AM | | | | | CLEAR PUMP & LINE / DROP ILLG |
| 7:21 AM | 0 | | 0 | 6 | START DISPLACEMENT W/ 2% KCL |
| 7:42 AM | 300 | | 88 | 5 | LIFT PRESSURE |
| 7:47 AM | 1000 | | 114 | 3 | SLOW RATE |
| 7:50 AM | 1500 | | 124 | 3 | PLUG DOWN - HELD |
| | | | | | CIRC. THRU JOB |
| | | | 6.4 | | PLUG R.H. & N.H. |
| | | | | | JOB COMPLETE |
| | | | | | THANKS - |
| | | | | | KEVIN LESLEY |

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

March 13, 2013

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

Re: ACO1
API 15-033-21692-00-00
Gregg 2-13
SE/4 Sec.13-33S-17W
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