

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 6039
Name: L. D. DRILLING, INC.
Address 1: 7 SW 26 AVE.
Address 2: _____
City: GREAT BEND State: KS Zip: 67530 + 6525
Contact Person: L. D. DAVIS
Phone: (620) 793-3051
CONTRACTOR: License # 33323
Name: PETROMARK DRILLING, LLC
Wellsite Geologist: KIM SHOEMAKER
Purchaser: NCRA
Designate Type of Completion:
 New Well _____ Re-Entry _____ Workover
 Oil _____ SWD _____ SIOW
_____ Gas _____ ENHR _____ SIGW
_____ CM (Coal Bed Methane) _____ Temp. Abd.
_____ Dry _____ Other _____
(Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-entry: Old Well Info as follows:
Operator: _____
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
_____ Deepening _____ Re-perf. _____ Conv. to Enhr. _____ Conv. to SWD
_____ Plug Back: _____ Plug Back Total Depth
_____ Commingled _____ Docket No.: _____
_____ Dual Completion _____ Docket No.: _____
_____ Other (SWD or Enhr.?) _____ Docket No.: _____
11/14/08 11/21/08 12/01/08
Spud Date or _____ Date Reached TD _____ Completion Date or
Recompletion Date _____ Recompletion Date _____

API No. 15 - 185-23555-00-00
Spot Description: _____
S/2 NW SE SW Sec. 24 Twp. 22 S. R. 12 East West
980 Feet from North / South Line of Section
1650 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: STAFFORD
Lease Name: HEYEN Well #: 4
Field Name: HEYEN
Producing Formation: ARBUCKLE
Elevation: Ground: 1856' Kelly Bushing: 1861'
Total Depth: 3770' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 273 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 AH I NCR 4-27-09
(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 No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Docket No.: _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: [Signature]
Title: CLERK Date: APRIL 8, 2009
Subscribed and sworn to before me this 8 day of April,
20 09.
Notary Public: [Signature]
Rashell Patten

KCC Office Use ONLY

Letter of Confidentiality Received
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received **RECEIVED**
 UIC Distribution **KANSAS CORPORATION COMMISSION**
APR 09 2009

Date of Commission Expires 11-11-11
Rashell Patten
MY ADDL. EXP. 2-11

CONSERVATION DIVISION
WICHITA, KS

Operator Name: L. D. DRILLING, INC. Lease Name: HEYEN Well #: 4
 Sec. 24 Twp. 22 S. R. 12 East West County: STAFFORD

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

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

| CASING RECORD <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Used | | | | | | | |
|--|-------------------|---------------------------|-------------------|---------------|----------------|--------------|----------------------------|
| Report all strings set-conductor, surface, intermediate, production, etc. | | | | | | | |
| Purpose of String | Size Hole Drilled | Size Casing Set (In O.D.) | Weight Lbs. / Ft. | Setting Depth | Type of Cement | # Sacks Used | Type and Percent Additives |
| SURFACE-NEW | 12 1/4" | 8 5/8" | 24# | 273' | 60/40 POZMIX | 250 | 2%Gel,3%CC,1/4#FS |
| Production-Used | 7 7/8" | 5 1/2" | 15.5# | 3769' | 60/40 POZMIX | 165 | Salt |
| | | | | | | | |

| ADDITIONAL CEMENTING / SQUEEZE RECORD | | | | |
|--|------------------|----------------|-------------|----------------------------|
| Purpose: | Depth Top Bottom | Type of Cement | #Sacks Used | Type and Percent Additives |
| <input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone | | | | |
| | | | | |

| Shots Per Foot | PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated | Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) | Depth |
|----------------|---|---|-------|
| 2 | 3439 - 3444'; 3664 - 3666' | | |
| | | | |
| | | | |
| | | | |

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 CONSERVATION DIVISION
 WICHITA, KS

| | | | |
|--|---------------------|---|---|
| TUBING RECORD: Size: <u>2 7/8"</u> Set At: <u>3739'</u> Packer At: _____ | | Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Date of First, Resumed Production, SWD or Enhr. <u>December 01, 2008</u> | | Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) | |
| Estimated Production Per 24 Hours | Oil Bbls. <u>21</u> | Gas Mcf | Water Bbls. <u>40</u> 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 checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____ | PRODUCTION INTERVAL: _____ _____ |
|---|---|--|

DAILY DRILLING REPORT

OPERATOR: **L.D. DRILLING, INC.** LEASE: **HEYEN #4**
 S/2 NW SE SW Sec 24-22-12
 WELLSITE GEOLOGIST: Kim Shoemaker Stafford Co., KS
 CONTRACTOR: Petromark Drilling, LLC ELEVATION: GR: 1856'
 KB: 1861'
 SPUD: 11/14/08 @ 5:45 P.M. PTD: 3650'
 SURFACE: Ran 6 jts New 8 5/8" Surface Casing, Set @ 273' w/ 250 sx 60/40 Pozmix 2% Gel
 3% CC, 1/4# FloSeal, Cement Dropped, PLug Down 1:15 A.M., Came back 1"
 100 sx Common, Plug down 2:15 A.M. 11/15/08 by Basic Cement Tk#19212

11/07/08 Digging Pits Today
 11/13/08 Move in, Rig up to Spud
 11/14/08 Spud - Drill Surface hole
 11/15/08 278' Will drill plug @ 10:15 A.M.
 11/16/08 1745' Drilling
 11/17/08 2745' Drilling - Mud up @ 2755'
 Geo will be on location late evening or early A M
 11/18/08 3376' CTCH after short trip, coming out for
 DST #1
 11/19/08 3505' DST #2 - on bottom
 11/20/08 3666' DST #3 - on bottom - Start out 8:30 a.m
 11/21/08 3746' Drilling to 3770' to Log
 Ran 99 jts 15.5# Used 5 1/2" Production Casing
 Tally 3859.48', Set @ 3769', w/ 165 sx 60/40 Pozmix
 Cement Did Circulate, by Basic Energy Services,
 Plug Down @ 1:10 A.M 11/23/08

DST #1 3300 - 3376' Lansing A-F
 TIMES: 30-45-45-60
 BLOW: 1st Open: stg inc bob in 1min,gts 12min
 2nd Open: stg inc to bob instantly
 RECOVERY: 170' mud
 IFP: 52-74 ISIP: 1132
 FFP: 59-74 FSIP: 1082
 TEMP: 105 degrees

DST #2 3417 - 3505' Lansing H-K
 TIMES: 30-45-45-60
 BLOW: 1st Open: stg bob in 15 sec,gts 3 min
 2nd Open: stg bob instantly - spitting oil
 RECOVERY: 154' ocw (20%o, 80%w);
 248' ocgw (10%g,30%o,60% w) chlor: 26,000ppm
 IFP: 508-562 ISIP: 1159
 FFP: 445-549 FSIP: 1144
 TEMP: 102 degrees

DST #3 3604 - 3666' Arbuckle
 TIMES: 30-45-45-60
 BLOW: 1st Open: fair 1/4" inc to bob in 10 min
 2nd Open: fair 1/4" inc to bob in 17 min
 RECOVERY: 216'gip, 216'co, 186'ocgm
 (20%g,35%o,45%m)62'socwm(5%o,35%w,60%m)
 IFP: 37-141 ISIP: 1236
 FFP: 143-216 FSIP: 1222
 TEMP: 109 degrees

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DAILY DRILLING REPORT

Page 2

OPERATOR: L.D. DRILLING, INC. LEASE: HEYEN #4
S/2 NW SE SW Sec 24-22-12
WELLSITE GEOLOGIST: Kim Shoemaker Stafford Co., KS
CONTRACTOR: Petromark Drilling, LLC ELEVATION: GR: 1856'
KB: 1861'
SPUD: 11/14/08 @ 5:45 P.M. PTD: 3650'

DST #4 3674 - 3683' Mis Run

TIMES:
BLOW: 1st Open:
2nd Open:
RECOVERY:

DST #5 3674 - 3683' Arbuckle

TIMES: 30-45-45-60
BLOW: 1st Open: stg 1/2" inc to bob in 2 min
2nd Open: stg 1/2" inc to bob in 1 min
RECOVERY: 2675' mw (10% m, 90% w)
Chlorides: 32,000 ppm
IFP: 59-826 ISIP: 1275
FFP: 840-1223 FSIP: 1277
TEMP: 116 degrees

SAMPLE TOPS:

| | | | |
|------------------|------|------|---------|
| Anhy | Top | 608 | (+1253) |
| Anhy | Base | 616 | (+1245) |
| Heebner | | 3131 | (-1270) |
| Brown Lime | | 3266 | (-1405) |
| Lansing | | 3290 | (-1429) |
| Base Kansas City | | 3527 | (-1666) |
| Viola | | 3554 | (-1693) |
| Simpson | | 3607 | (-1746) |
| Arbuckle | | 3661 | (-1800) |
| RTD | | 3770 | (-1909) |

LOG TOPS:

| | | | | | |
|--|--|--|--|------|---------|
| | | | | 3130 | (-1269) |
| | | | | 3266 | (-1405) |
| | | | | 3290 | (-1429) |
| | | | | 3519 | (-1658) |
| | | | | 3548 | (-1687) |
| | | | | 3606 | (-1745) |
| | | | | 3661 | (-1800) |
| | | | | 3770 | (-1909) |

BASIC

energy services, L.P.

FIELD ORDER 19216

Subject to Correction

| | | | | | | | |
|----------------------|--|---|--------------------------|--|----------------------------------|---------------------------|--|
| Date 11-22-08 | | Customer ID | | Lease MEYER | Well # 4 | Legal 24-22-12 | |
| C H A R G E | | L.D. DRILLING INC. | | County STAFFORD | State Ks. | Station PRATT, Ks. | |
| | | Depth | Formation | | Shoe Joint 14.77 | | |
| | | Casing 5 1/2 | Casing Depth 3769 | TD 3770 | Job Type CMW - 5 1/2 L.S. | | |
| | | Customer Representative L.D. DAVIS | | | Treater BUDY DRAKE | | |
| AFE Number | | PO Number | | Materials Received by X L.L. & Co | | | |

| Station Code | Product Code | QUANTITY | MATERIALS, EQUIPMENT, and SERVICES USED | UNIT PRICE | AMOUNT |
|--------------|--------------|----------|---|------------|----------|
| P | CP 103 | 150 SK | 60-1/40 P.C.Z | | 1,950.00 |
| P | CP 103 | 15 SK | 60-1/40 P.C.Z | | 180.00 |
| P | CC 111 | 1,329 lb | SALT | | 664.50 |
| P | CC 112 | 6.5 lb | CEMENT FRICTION REDUCER | | 390.00 |
| P | CC 201 | 750 lb | GILSONITE | | 502.50 |
| P | C 716 | 2 GAL | C.C.-1, KCL SUBSTITUTE | | 88.00 |
| P | CC 151 | 50 GAL | MUD FLUSH | | 450.00 |
| P | CF 103 | 1 EA | TOP RUBBER PLUG, 5 1/2" | | 105.00 |
| P | CF 251 | 1 EA | GUIDE SHOE, 5 1/2" | | 250.00 |
| P | CF 1451 | 1 EA | FLAPPER TYPE INSERT 5 1/2" | | 215.00 |
| P | CF 1651 | 6 EA | TURBOLIZER, 5 1/2" | | 660.00 |
| P | E 101 | 440 MI | HEAVY EQUIPMENT MILEAGE | | 630.00 |
| P | E 113 | 320 TM | BULK DELIVERY CHARGE | | 512.00 |
| P | E 100 | 4150 MI | UNIT MILEAGE CHARGE - TRUCKS | | 191.25 |
| P | CE 240 | 165 SK. | ELECTRICAL SERVICE CHARGE | | 231.00 |
| P | CE 103 | 1 EA | SERVICE SUPERVISOR; FIRST 1 HRS. | | 175.00 |
| P | CE 204 | 1-4 HRS. | DEPTH CHARGE; 5001-4000' | | 2,160.00 |
| P | CE 504 | 1 JOB | PLUG CONTAINER UTILIZATION CHARGE | | 250.00 |

Excellent Job
L.L.

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CONSERVATION DIVISION
WICHITA, KS

As consideration, the Customer agrees:

a) To pay BASIC ENERGY SERVICES, L.P. in accordance with the rates and terms stated in BASIC ENERGY SERVICES, L.P.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.

b) To defend indemnify, release and hold harmless BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:

1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at BASIC ENERGY SERVICES, L.P., Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by BASIC ENERGY SERVICES, L.P. negligence, strict liability, or operated, or furnished by BASIC ENERGY SERVICES, L.P. or any defect in the data, products, supplies, materials, or equipment of BASIC ENERGY SERVICES, L.P. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of BASIC ENERGY SERVICES, L.P. The term "BASIC ENERGY SERVICES, L.P." as used in said Section b) and c) shall mean BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, BASIC ENERGY SERVICES, L.P. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by BASIC ENERGY SERVICES, L.P. BASIC ENERGY SERVICES, L.P. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that BASIC ENERGY SERVICES, L.P. shall not be liable for and Customer shall indemnify BASIC ENERGY SERVICES, L.P. against any damages from the use of such information.

d) That BASIC ENERGY SERVICES, L.P. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BASIC ENERGY SERVICES, L.P.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials in expressly limited to the replacement of such products, supplies or materials on their return to BASIC ENERGY SERVICES, L.P. or, at BASIC ENERGY SERVICES, L.P.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall BASIC ENERGY SERVICES, L.P. be liable for special, incidental, indirect, punitive or consequential damages.

e) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.

f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.

g) That BASIC ENERGY SERVICES, L.P. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of BASIC ENERGY SERVICES, L.P.

| | | |
|----------------------------------|-------------------------|--------------------------------------|
| Customer <i>C.D. DRILLING</i> | Lease No. | Date <i>11-14-08</i> |
| Lease <i>HOVEN</i> | Well # <i>4</i> | |
| Field Order # <i>19212</i> | Station <i>PRATT</i> | Casing <i>8 1/4</i> |
| | | Depth <i>277</i> |
| Type Job <i>CNW - S.P.</i> | Formation | County <i>STANISLAU</i> |
| | | State <i>KS.</i> |
| | | Legal Description <i>24 22-12</i> |

| PIPE DATA | | PERFORATING DATA | | FLUID USED | | TREATMENT RESUME | | |
|--------------------------------|--------------|------------------|----|------------------------------------|------------|------------------|------------------|--|
| Casing Size <i>8 1/4</i> | Tubing Size | Shots/Ft | | Acid <i>250 gal. 60/100 P02</i> | RATE | PRESS | ISIP | |
| Depth <i>277</i> | Depth | From | To | Pre Pad <i>1.25/43</i> | Max | | 5 Min. | |
| Volume <i>17.6</i> | Volume | From | To | Pad | Min | | 10 Min. | |
| Max Press. <i>470</i> | Max Press | From | To | Frac | Avg | | 15 Min. | |
| Well Connection <i>P.C.</i> | Annulus Vol. | From | To | | HHP Used | | Annulus Pressure | |
| Plug Depth <i>263</i> | Packer Depth | From | To | Flush <i>16.5 Bbl.</i> | Gas Volume | | Total Load | |

| | | |
|---|---------------------------------|-------------------------|
| Customer Representative <i>DANE ROACH</i> | Station Manager <i>SCOTT</i> | Treater <i>BOBBY</i> |
| Service Units <i>1591000 159200 159100 15860-19918</i> | | |
| Driver Names <i>DICKIE SHARLINE PHYC</i> | | |

| Time | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate | Service Log |
|------|-----------------|-----------------|--------------|------|---|
| 2130 | | | | | ON LOCATION - SAFETY MEETING - RUNNING CSQ |
| 2230 | | | | | CSQ ON BOTTOM |
| 2235 | | | | | HOOK UP TO CSQ. - BACK CIRC./RIG |
| 2251 | 100 | | 10 | 3.5 | 1100 ANNULID |
| 2253 | 200 | | 64 | 5.5 | MIX CONT @ 14.7 #/GAL. |
| 1105 | | | | | RELEASE PLUG |
| 1108 | | | | 5.5 | START DISP. |
| 1112 | 150 | | 16.5 | | PLUG DOWN |
| | | | | | CONTINUATION WITH JOB - DID NOT START CONT. |
| 0200 | | | | | MIX 1" CONT. |
| 0215 | | | 22 | | CONT. IN Packer |
| | | | | | J.B. CORRECTION |
| | | | | | THANKS, BOBBY |

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CONSERVATION DIVISION
WICHITA, KS

BASIC

energy services, L.P.

FIELD ORDER

19212

Subject to Correction

| | | | | |
|-----------------------------|-------------|--|----------------------------|--|
| Date <i>11/14/12</i> | Customer ID | Lease <i>111411</i> | Well # <i>4</i> | Legal <i>31 25-12</i> |
| CHARGE <i>L.D. DRILLING</i> | | County <i>SEDGEMORE</i> | State <i>KS</i> | Station <i>PRATT</i> |
| | | Depth | Formation | Shoe Joint <i>15'</i> |
| | | Casing <i>4 1/2"</i> | Casing Depth <i>17'</i> | TD <i>279'</i> |
| | | Customer Representative <i>MIKE KADACH</i> | Treater <i>BARRY DENKE</i> | |
| AFE Number | | PO Number | | Materials Received by <i>X Done Reach</i> DLS |

| Station Code | Product Code | QUANTITY | MATERIALS, EQUIPMENT, and SERVICES USED | UNIT PRICE | AMOUNT |
|--------------|--------------|----------|---|------------|---------|
| P | CP103 | 250SA. | 60/60 W2 | | 2000.00 |
| P | CC102 | 123lb. | (1710-FLAKE (VOLL FLAKE)) | | 231.00 |
| P | CC109 | 644.1b. | POTASSIUM CHLORIDE | | 677.25 |
| P | CF153 | 1 ea. | WOODEN CEMENT PLUG, 8 1/2" | | 160.00 |
| P | 1701 | 10ml. | HEAVY EQUIPMENT MERCH | | 630.00 |
| P | L113 | 481tm. | BULK DELIVERY | | 711.40 |
| P | 1700 | 45gal. | PUMP MERCH | | 171.25 |
| P | CE240 | 250SK. | BLOODING + MIXING SERVICE CHARGE | | 350.00 |
| P | 3003 | 1 ea. | SERVICE SUPERVISOR | | 175.00 |
| P | CE200 | 1 ea. | DEPTH CHARGE, 0-500' | | 100.00 |
| P | CE304 | 1 ea. | PLUG CONTAINER | | 250.00 |
| P | CP100 | 100 SC | CEMENT (CEMENT) | | 1600.00 |
| P | E101 | 4 Smils | HEAVY EQUIPMENT MERCH | | 315.00 |
| P | E113 | 2117m | BULK DELIVERY | | 337.60 |
| P | CE240 | 100 SC | BLOODING SERVICE CHARGE | | 140.00 |

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WICHITA, KS

DISCOUNTED PRICE-

As consideration, the Customer agrees:

a) To pay BASIC ENERGY SERVICES, L.P. in accordance with the rates and terms stated in BASIC ENERGY SERVICES, L.P.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.

b) To defend indemnify, release and hold harmless BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:

1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at BASIC ENERGY SERVICES, L.P., Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by BASIC ENERGY SERVICES, L.P. negligence, strict liability, or operated, or furnished by BASIC ENERGY SERVICES, L.P. or any defect in the data, products, supplies, materials, or equipment of BASIC ENERGY SERVICES, L.P. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of BASIC ENERGY SERVICES, L.P. The term "BASIC ENERGY SERVICES, L.P." as used in said Section b) and c) shall mean BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, BASIC ENERGY SERVICES, L.P. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by BASIC ENERGY SERVICES, L.P. BASIC ENERGY SERVICES, L.P. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that BASIC ENERGY SERVICES, L.P. shall not be liable for and Customer shall indemnify BASIC ENERGY SERVICES, L.P. against any damages from the use of such information.

d) That BASIC ENERGY SERVICES, L.P. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BASIC ENERGY SERVICES, L.P.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials in expressly limited to the replacement of such products, supplies or materials on their return to BASIC ENERGY SERVICES, L.P. or, at BASIC ENERGY SERVICES, L.P.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall BASIC ENERGY SERVICES, L.P. be liable for special, incidental, indirect, punitive or consequential damages.

e) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.

f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.

g) That BASIC ENERGY SERVICES, L.P. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of BASIC ENERGY SERVICES, L.P.