

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 26th AVE.  
Address 2: \_\_\_\_\_  
City: GREAT BEND State: KS Zip: 67530 + \_\_\_\_\_  
Contact Person: L. D. DAVIS  
Phone: (620) 793-3051  
CONTRACTOR: License # 6039  
Name: L. D. DRILLING, INC.  
Wellsite Geologist: KIM SHOEMAKER  
Purchaser: LUMEN MIDSTREAM PART.  
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.: \_\_\_\_\_  
3/10/09 3/19/09 3/25/09  
Spud Date or \_\_\_\_\_ Date Reached TD \_\_\_\_\_ Completion Date or  
Recompletion Date \_\_\_\_\_ Recompletion Date \_\_\_\_\_

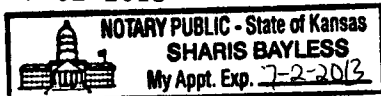
API No. 15 - 151-22329-00-00  
Spot Description: \_\_\_\_\_  
E/2 - E/2 - NE - \_\_\_\_\_ Sec. 29 Twp. 26 S. R. 11  East  West  
1320 Feet from  North /  South Line of Section  
330 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: PRATT  
Lease Name: PRUITT Well #: 1-29  
Field Name: WILDCAT  
Producing Formation: VIOLA  
Elevation: Ground: 1831' Kelly Bushing: 1836'  
Total Depth: 4360' Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at: 283 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 11-6-09  
*(Data must be collected from the Reserve Pit)*  
Chloride content: \_\_\_\_\_ ppm Fluid volume: \_\_\_\_\_ bbls  
Dewatering method used: \_\_\_\_\_  
Location of fluid disposal if hauled offsite: NOV 02 2009  
Operator Name: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ License No.: KCC WICHITA  
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: OCTOBER 30, 2009  
Subscribed and sworn to before me this 30 day of October,  
20 09.  
Notary Public: [Signature]  
Sharis Bayless  
Date Commission Expires: 7-02-2013



**KCC Office Use ONLY**

Letter of Confidentiality Received  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution

Operator Name: L. D. DRILLING, INC. Lease Name: PRUITT Well #: 1-29  
 Sec. 29 Twp. 26 S. R. 11  East  West County: PRATT

**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: <b>DUAL INDUCTION, DUAL COMPENSATED POROSITY,                  MICRORESISTIVITY &amp; SONIC CEMENT BOND LOG</b>	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12 1/4"	8 5/8"	28#	283'	60/40 POZMIX	300	2%Gel,3%CC,1/4#CF
PRODUCTION	7 7/8"	5 1/2"	17#	4354'	60/40 POZMIX	200	18%Salt,5#Gils,5%FR

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4	4270 - 4272'	300 Gal 15% HCL	

TUBING RECORD: Size: 2 3/8" Set At: 4272' Packer At: \_\_\_\_\_ Liner Run:  Yes  No

Date of First, Resumed Production, SWD or Enhr. JUNE 26, 2009 Producing Method:  Flowing  Pumping  Gas Lift  Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls. <u>2</u>	Gas Mcf <u>130</u>	Water Bbls. <u>150</u>	Gas-Oil Ratio	Gravity
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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: _____ _____
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**DAILY DRILLING REPORT**

OPERATOR: **L.D. DRILLING, INC.** LEASE: **PRUITT #1-29**  
 E/2 E/2 NE Sec 29-26-11  
 WELLSITE GEOLOGIST: Kim Shoemaker Pratt Co., KS

CONTRACTOR: L. D. DRILLING, INC. ELEVATION: GR: 1831'  
 KB: 1836'

SPUD: 3/10/09 @ 8:00 P.M. PTD: 4350'

SURFACE: Ran 7 jt New 28# 8 5/8" Surface Casing, Tally 275.32', Set @ 283', w/ 300 sx  
 60/40 Pozmix, 2% Gel, 3% CC, 1/4# Cell Flake, Did Circulate, by Basic Energy  
 Plug Down @ 2:00 A.M. 3/11/09, Survey @ 230' 1/2 degree

3/10/09 Move In, Rig up & Spud  
 3/11/09 286' Wait on Cement - drill plug @ 11:15 Am  
 3/12/09 1620' Rig Check  
 3/13/09 2328' DST #1 - on bottom  
 3/14/09 2980' Drilling  
 3/15/09 3670' Wait on tester, Displace mud @ 3192'  
 3/16/09 3740' CTCH after DST # 3  
 3/17/09 3895' Drilling  
 3/18/09 4115' CFS - Coming out for DST #6  
 3/19/09 4278' TOHWB for DST #7  
 3/20/09 4360' RTD / LOG TD 4356'

Ran 98 jts New 17# 5 1/2" Production Casing, Tally 4349',  
 Set 6' Off Bottom, Shoe jt @ 13.18', Cement w/ 200 sx  
 60/40 Pozmix, 18% Salt, 5# Gilsonite, 5% Friction Reducer,  
 30 sx 60/40 Pozmix in Rathole by Basic Energy  
 Plug Down @ 5:15 P.M. 3/20/09

SAMPLE TOPS:

Cottonwood	2290	(-454)	-2
Heebner	3429	(-1593)	
Brown Lime	3607	(-1771)	
Lansing	3623	(-1787)	
Base Kasnas City	3980	(-2144)	
Mississippi	4068	(-2232)	
Kinderhook	4158	(-2322)	
Viola	4273	(-2437)	
RTD	4360	(-2524)	LTD

LOG TOPS:

2290	(-454)
3426	(-1590)
3605	(-1769)
3621	(-1785)
3978	(-2142)
4070	(-2234)
4158	(-2322)
4268	(-2432)
4359	(-2523)

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**DAILY DRILLING REPORT**

Page 2

OPERATOR: L.D. DRILLING, INC.

LEASE: PRUITT #1-29

E/2 E/2 NE Sec 29-26-11

WELLSITE GEOLOGIST: Kim Shoemaker

Pratt Co., KS

CONTRACTOR: L. D. DRILLING, INC.

ELEVATION: GR: 1831'

SPUD: 3/10/09 @ 8:00 P.M.

PTD: 4350' KB: 1836'

DST #1 2262 - 2328' Cottonwood

TIMES: 30-45-45-60

IFP: 102-486 ISIP: 789

BLOW: 1st Open: strong blow BB in 45 sec

FFP: 498-722 FSIP: 791

2nd Open: strong blow BB instantly

TEMP: 94 degrees

RECOVERY: 806' gip, 1441' mw

DST #2 3644 - 3670' Lansing B

TIMES: 30-45-45-60

IFP: 33-54 ISIP: 920

BLOW: 1st Open: strong blow blt to BB in 2 1/2 min

FFP: 58-90 FSIP: 796

2nd Open: strong blow blt to BB instantly

TEMP: 117 degrees

RECOVERY: 1540' GIP; 92'gocwm(15%w,20%g,30%o, 35%m)

62'g&amp;ocmw(15%o,20%g,20%m,45%w), 1540' gip

DST #3 3707 - 3740' Lansing

TIMES: 30-45-45-60

IFP: 28-42 ISIP: 1052

BLOW: 1st Open: strong blow blt BB in 5 min

FFP: 49-66 FSIP: 1120

2nd Open: strong blow BB instantly

TEMP: 112 degrees

RECOVERY: 1550' GIP; 30'g&amp;wcom(5%g,10%w,35%o, 50%m)

62'go&amp;wcm(15%g,20%o,20%w,45%w), 1550' gip

DST #4 3784 - 3840' Lansing H & J

TIMES: 30-45-45-60

IFP: 25-74 ISIP: 1275

BLOW: 1st Open: good blow blt to BB in 23 min

FFP: 77-151 FSIP: 1263

2nd Open: good blow blt to BB in 28 min

TEMP: 114 degrees

RECOVERY: 253' sosmw (1%o, 49%m, 50%w)

DST #5 3880 - 3965' L/KC Swope/Heartha

TIMES: 30-45-45-60

IFP: 40-60 ISIP: 478

BLOW: 1st Open: strong blow blt BB in 2 min

FFP: 73-79 FSIP: 482

2nd Open: strong blow BB instantly

TEMP: 115 degrees

RECOVERY: 1200' GIP; 65'hocwm(15%o,25%w,60%m)

62'socmw(5%o,25%m,70%w)

DST #6 4045 - 4115' Mississippi

TIMES: 30-60-45-75

IFP: 29-35 ISIP: 90

BLOW: 1st Open: good blow blt in 20.5 min

FFP: 29-34 FSIP: 77

2nd Open: fair blow blt to 8"

TEMP: 116 degrees

RECOVERY: 25' sgcm (2%g, 98%m)

DST #7 4259 - 4278' Viola

TIMES: 30-45-45-60

IFP: 525-594 ISIP: 855

BLOW: 1st Open: instant BB GTS in 2 min

FFP: 492-606 FSIP: 853

2nd Open: oil to surf in 15 min

TEMP: 133 degrees

RECOVERY: 3795' GIP; 253' gco (100% Oil); 186 gw (5%g, 95%o)

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energy services, L.P.

**FIELD ORDER** 19534

Subject to Correction

Date <i>03-2-09</i>		Customer ID		Lease <i>Pratt #</i>	Well # <i>1-29</i>	Legal <i>29-26-11</i>
C H A R G E E		<i>L D Drilling INC</i>		County <i>Pratt</i>	State <i>KS</i>	Station <i>Pratt</i>
		Depth <i>4347</i>	Formation		Shoe Joint <i>13'</i>	
		Casing <i>5 1/2</i>	Casing Depth	TD	Job Type <i>new well</i>	
Customer Representative				Treater <i>Robert L. Hines</i>		

AFE Number	PO Number	Materials Received by <b>X</b> <i>[Signature]</i>
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
<i>P</i>	<i>CP103</i>	<i>200 SK</i>	<i>6 1/4" P22</i>		<i>2,400.00</i>
	<i>CP-103</i>	<i>300 SK</i>	<i>6 1/4" P22</i>		<i>760.00</i>
	<i>CC711</i>	<i>1,775 LB</i>	<i>Solt</i>		<i>386.00</i>
	<i>CC112</i>	<i>86.16</i>	<i>Cont Finishing Gel</i>		<i>516.00</i>
	<i>CC701</i>	<i>1,000 LB</i>	<i>gel</i>		<i>670.00</i>
	<i>CC706</i>	<i>2 GAL</i>	<i>CC-1</i>		<i>89.00</i>
	<i>CC151</i>	<i>300 GAL</i>	<i>DIAD Flash</i>		<i>430.00</i>
	<i>CF103</i>	<i>1 SH</i>	<i>Top Rubber cont plug 5 1/2</i>		<i>105.00</i>
	<i>CF251</i>	<i>1 SH</i>	<i>Slide Shoe</i>		<i>250.00</i>
	<i>CF1451</i>	<i>1 SH</i>	<i>Flapper Insert float</i>		<i>215.00</i>
	<i>CF1651</i>	<i>6 SH</i>	<i>Turbulators</i>		<i>660.00</i>
	<i>E101</i>	<i>3000</i>	<i>Heavy End Pipe</i>		<i>210.00</i>
	<i>E113</i>	<i>140 TO</i>	<i>1 1/2" Pipe</i>		<i>238.40</i>
	<i>E100</i>	<i>1500</i>	<i>neck pipe</i>		<i>63.75</i>
	<i>CE240</i>	<i>300 SK</i>	<i>Bleeding &amp; mixing charge</i>		<i>322.00</i>
	<i>5003</i>	<i>1 SH</i>	<i>Solvent Seal</i>		<i>175.00</i>
	<i>CE205</i>	<i>1 SH</i>	<i>4 1/2" Depth 4000'-5000'</i>		<i>2,570.00</i>
<i>P</i>	<i>CE304</i>	<i>1 SH</i>	<i>plug customer provided</i>		<i>250.00</i>
					<i>7,251.41</i>

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*Received from  
Thank you*

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 is 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.

Pratt - IE Co. 80th 14 1/2 west into

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energy services, L.P.

## TREATMENT REPORT

Customer <i>E.D. Phillips Inc</i>	Lease No.	Date <i>07-20-09</i>
Lease <i>Pratt</i>	Well # <i>1-27</i>	
Field Order # <i>17534</i>	Station <i>Pratt</i>	Casing <i>5 1/2</i>
Type Job <i>CNW 5 1/2 length</i>	Formation	Legal Description <i>24-36-11</i>
	Depth <i>4347</i>	County <i>KS</i>

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size <i>5 1/2</i>	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
Depth <i>4347</i>	Depth	From	To	Pre Pad	Max		5 Min.
Volume <i>101</i>	Volume	From	To	Pad	Min		10 Min.
Max Press <i>1500</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>4347</i>	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative	Station Manager <i>DAVE SCOTT</i>	Treater <i>Robert Williams</i>
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Service Units	<i>19867</i>	<i>19959</i>	<i>20920</i>	<i>19831</i>	<i>19862</i>				
Driver Names	<i>Sellers</i>	<i>MILSON</i>		<i>C.T. HARRIS</i>					

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>1200</i>					<i>on for safety</i>
					<i>Run 98 JTS 5 1/2" 17 casing</i>
					<i>Stop 5-13 casing 12-22-04</i>
<i>0300</i>					<i>Casing on Bottom</i>
<i>0315</i>					<i>400k Pump To Break Circ</i>
<i>0425</i>	<i>200</i>		<i>20</i>	<i>5.5</i>	<i>Start CO<sub>2</sub> flush</i>
			<i>12</i>	<i>5.5</i>	<i>Start mixed flush</i>
			<i>42</i>	<i>5.5</i>	<i>Start mixing cont 2000 1/4 per</i>
<i>0442</i>					<i>Start down mix with pump down</i>
<i>0445</i>					<i>Release Plug</i>
<i>0445</i>	<i>150</i>			<i>5.5</i>	<i>Start Dump</i>
	<i>250</i>		<i>78</i>		<i>lift PSI</i>
	<i>500</i>			<i>4</i>	<i>Flow Rate</i>
<i>0500</i>	<i>1200</i>		<i>101</i>	<i>4</i>	<i>Plug down Flow 1/4-1/2</i>
<i>0505</i>			<i>6</i>	<i>2.5</i>	<i>Plug P-4</i>
<i>0530</i>					<i>Job Complete</i>
					<i>Thank you</i>

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energy services, L.P.

**FIELD ORDER** 19558

Subject to Correction

Date <b>3-11-09</b>	Customer ID	Lease <b>PRATT</b>	Well # <b>1-29</b>	Legal <b>29-26-11</b>
		County <b>PRATT</b>	State <b>KS</b>	Station <b>PRATT, KS</b>
C H A R G E <b>LD DRILLING</b>		Depth	Formation	Shoe Joint
		Casing <b>8 5/8</b>	Casing Depth <b>283</b>	TD <b>286</b>
		Customer Representative <b>Bill</b>	Treater <b>GOULDIE</b>	

AFE Number	PO Number	Materials Received by <b>X</b> <i>Bill</i>
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	PP103	300SK	60/40 POZ		
	PC102	751L	CELL FLAKE		
	PC109	7741L	CALCIUM CHLORIDE		
	CF153	1EH	8 5/8 WOOD PILE		
	E101	30mile	TRUCK HIRE/AGE		
	E113	1947M	BULK DELIVERY		
	E100	15mile	PICKUP HIRE/AGE		
	ME740	300SK	WATERING CHARGE		
	SL03	1EH	SEWER SUPER SOIL		
	ME200	1EH	PUMP CHARGE		
	ME504	1EH	CEMENT HEAD		

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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 is 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.

# BASIC

energy services, L.P.

## TREATMENT REPORT

Customer <i>LD DRILLING</i>	Lease No.	Date <i>3-11-09</i>
Lease <i>PRATT II</i>	Well # <i>1-29</i>	
Field Order # <i>19258</i>	Station <i>PRATT, KS</i>	Casing <i>8 7/8</i>
	Depth <i>283</i>	County <i>PRATT</i>
Type Job <i>CIVIL - SURFACE</i>	Formation <i>TD-286</i>	Legal Description <i>29-26-11</i>

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size <i>8 7/8</i>	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
Depth <i>283</i>	Depth	From	To	Pre Pad	Max		5 Min.
Volume	Volume	From	To	Pad	Min		10 Min.
Max Press	Max Press	From	To	Frac	Avg		15 Min.
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative <i>BILL</i>	Station Manager <i>SCOTT</i>	Treater <i>KEVIN</i>
Service Units <i>19907</i>	<i>19842-19889</i>	<i>19960-19918</i>
Driver Names <i>KG</i>	<i>HEAVY</i>	<i>DITTE</i>

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>0030</i>					<i>CIVIL LOCATION</i>
					<i>RUN 275' 8 7/8 CSG 7 JTS</i>
					<i>SET AT 283'</i>
					<i>TOP BOTTOM - BRUSH CIRC.</i>
					<i>MIX CEMENT</i>
<i>0130</i>	<i>200</i>		<i>66</i>	<i>5 1/2</i>	<i>300 SL 60/40 P02</i>
					<i>2% GEL, 3% CC, 1/4" CELLULOSE</i>
					<i>STOP - RELEASE PLUG</i>
	<i>0</i>		<i>0</i>	<i>5 1/2</i>	<i>START DISP.</i>
<i>0200</i>	<i>200</i>		<i>15 1/2</i>	<i>5 1/2</i>	<i>PLUG DOWN</i>
					<i>RECEIVED</i>
					<i>NOV 02 2009</i>
					<i>KCC WICHITA</i>
<i>0230</i>					<i>JOB COMPLETE - KEVIN</i>