

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACC-11
October 2009
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

OPERATOR: License # 6039
Name: L.D. DRILLING, INC.
Address 1: 7 SW 26 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: MVPurchasing / LUMEN MIDSTREAM
Designate Type of Completion:
 New Well _____ Re-Entry _____ Workover
 Oil _____ SWD _____ SLOW
 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.: _____
4/23/09 5/4/09 6/08/09
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 151-22334-00-00
Spot Description: _____
_____ - SE - SE Sec. 20 Twp. 26 S. R. 11 East West
660 Feet from North / South Line of Section
660 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: PRATT
Lease Name: JOANNE Well #: 1-20
Field Name: WILDCAT
Producing Formation: ARBUCKLE
Elevation: Ground: 1835' Kelly Bushing: 1840'
Total Depth: 4844' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 216 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 At I NUR 11-16-09
(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: NOVEMBER 5, 2009
Subscribed and sworn to before me this 5 day of NOVEMBER,
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

RECEIVED
NOV 06 2009



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Operator Name: L.D. DRILLING, INC. Lease Name: JOANNE Well #: 1-20
 Sec. 20 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 Yes No
 (Attach Additional Sheets)

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run Yes No
 (Submit Copy)

List All E. Logs Run:

MICRORESISTIVITY, DUAL COMPENSATED POROSITY,
 DUAL INDUCTION, & SONIC CEMENT BOND LOG

Log Formation (Top), Depth and Datum Sample
 Name Top Datum

SEE ATTACHED

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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	12 1/4"	8 5/8"	24#	216'	60/40 POZMIX	275	2%Gel, 3%CC, 1/4#CF
PRODUCTION	7 7/8"	5 1/2"	15.5#	4537'	60/40 POZMIX	150	18%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
4	4292 - 4294'	300 gal 15% HCL Acid	
1	4070 - 4100'	2000 gal 10% HCL Acid	
		69000 gal Proppant Concentration	

TUBING RECORD: Size: 2 3/8' Set At: 4042' Packer At: Liner Run: Yes No

Date of First, Resumed Production, SWD or Enhr. JUNE 09, 2009 Producing Method: Flowing Pumping Gas Lift Other (Explain)

Estimated Production Per 24 Hours: Oil 1 Bbls. Gas 23 Mcf Water 36 Bbls. Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)	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) <u> </u>	PRODUCTION INTERVAL: <u> </u> <u> </u>
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DAILY DRILLING REPORT

OPERATOR: **L.D. DRILLING, INC.**

LEASE: **JOANNE #1-20**

SE SE Sec 20-26-11

WELLSITE GEOLOGIST: Kim Shoemaker

Pratt Co., KS

CONTRACTOR: L. D. DRILLING, INC.

ELEVATION: GR: 1835'

KB: 1840'

SPUD: 4/23/09 @ 7:00 P.M.

PTD: 4350'

SURFACE: Ran 6 jts New 24# 8 5/8" Surface Casing, Tally 254.45', Set @ 216', w/ 275 sx 60/40 Pozmix, 2% Gel, 3% CC, 1/4# Cellflake, Did Circulate, by Basic Energy, Plug Down @ 12:30 A.M. Strap & Weld 1st 3 jts, Tack weld the rest; by Garbs, Straight Hole @ 265' - 1/4 degree

4/23/09 Move in, Rig up & Spud
 4/24/09 265' Wait on Cement - Drill Plug @ 8:45 A.M.
 4/25/09 1720' Drilling
 4/26/09 2690' Drilling
 4/27/09 3410' Rig Repair - valves & seats-mud pump
 4/28/09 3742' DST #1 - on bottom
 4/29/09 3860' Drilling
 4/30/09 4085' Drilling -CFS ready to test Mississippi
 5/01/09 4260' CFS
 5/02/09 4297' Tripping out of hole w/ tool
 5/03/09 4415' Drilling
 5/04/09 4844' RTD - lost circulation - wait on mud

Ran 144 jts Used 15.5# 5 1/2" Productin Casing
 Tally 4530', Set @ 4537', 311" off Bottom,
 150 sx 60/40 Pozmix, 18% Salt, 30 sx in Rathole,
 by Basic Energy, Plug Down 5:15 A.M.

DST #1 3650 - 3742' Lansing 'B-E'

TIMES: 30-45-45-60

BLOW: 1st Open: weak 1/2"blow inc bb in 8 min
 2nd Open: weak 1/2"blow inc to bb 17min

RECOVERY: 352'gip, 20'ocm(7%o,93%m)

124'o&gcmw(2%o,6%g,41%m,51%w)

124'mw(13%m,87%w) w/oil specks

IFP: 14-68 ISIP: 1190

FFP: 74-135 FSIP: 1171

TEMP: 113 degrees

DST #2 3784 - 3807' Lansing 'H'

TIMES: 30-45-45-60

BLOW: 1st Open: weak 1/8" blow inc to 10"
 2nd Open: weak 1/8" blow inc to 10"

RECOVERY:120' gip,1'co,173'mw(10%m,90%w)

w/ few oil specks

IFP: 7-47 ISIP: 1266

FFP: 48-94 FSIP: 1240

TEMP: 122 degrees

DST #3 3875 - 3965' Lansing 'K-L'

TIMES: 30-30-30-30

BLOW: 1st Open: weak 1/8" blow inc 3/4"
 2nd Open: weak surface blow inc 1/4"

RECOVERY: 10' dm w/ a few oil specks

IFP: 8-13 ISIP: 37

FFP: 13-13 FSIP: 24

TEMP: 109 degrees

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DAILY DRILLING REPORT

OPERATOR: L.D. DRILLING, INC. LEASE: JOANNE #1-20
SE SE Sec 20-26-11
WELLSITE GEOLOGIST: Kim Shoemaker Pratt Co., KS
CONTRACTOR: L. D. DRILLING, INC. ELEVATION: GR: 1835'
KB: 1840'
SPUD: 4/23/09 @ 7:00 P.M. PTD: 4350'

DST #4 4040 - 4114' Mississippi

TIMES: 30-45-45-60 IFP: 11-15 ISIP: 176
BLOW: 1st Open: fair 1" inc to bb in 13 min FFP: 13-15 FSIP: 310
2nd Open: strong blow off bb in 2 min TEMP: 116 degrees
RECOVERY: 590' gip, 25' dm (100% mud)

DST #5 4270 - 4292' Viola

TIMES: 30-45-45-60 IFP: 8-9 ISIP: 769
BLOW: 1st Open: fair 1" blow inc to bb 5 1/2 min FFP: 7-9 FSIP: 818
2nd Open: strong blow off bb immediately TEMP: 121 degrees
RECOVERY: 2350' GiP, 10' dm (100% mud, few oil specks)

DST #6 4278 - 4297' Viola

TIMES: 30-45-45-60 IFP: 15-26 ISIP: 859
BLOW: 1st Open: fair 1" blow inc to bb FFP: 29-40 FSIP: 856
2nd Open: strong blow off bb immediately TEMP: 121 degrees
RECOVERY: 3515'gip; 40'sltwcm(2%w,98%m-few oil specks); 42'ocwm(1%o,34%w,65%m)

DST #7 4290 - 4302' Viola

TIMES: 30-45-45-60 IFP: 9-24 ISIP: 859
BLOW: 1st Open: fair 1" blow inc to bb 4 3/4 min FFP: 25-40 FSIP: 861
2nd Open: good 2" blow inc to bb 1 min TEMP: 115 degrees
RECOVERY: 1965' gip; 40'wm(4%w,96%m-oil specks); 42'ocwm(2%o,48%w,50%m)

SAMPLE TOPS:

LOG TOPS:

Heebner	3427	(-1587)	3427	(-1587)
Brown Lime	3608	(-1768)	3606	(-1766)
Lansing	3622	(-1782)	3616	(-1776)
Base Kansas City	3978	(-2138)	3974	(-2134)
Mississippi	4065	(-2225)	4063	(-2223)
Kinderhook	4170	(-2330)	4169	(-2329)
Viola	4285	(-2445)	4286	(-2446)
Simpson	4382	(-2542)	4382	(-2542)
Arbuckle	4457	(-2617)	4460	(-2620)
RTD / LTD	4844	(-3004)	4700	(-2860)



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 0004 A

20-26-11

DATE

TICKET NO.

DATE OF JOB: 5/5/09	DISTRICT: PRATT, KS	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: LA DRILLING	LEASE: JOANNE 1-20	WELL NO.:							
ADDRESS:	COUNTY: PRATT	STATE: KS							
CITY:	STATE:	SERVICE CREW: GARDNER, ROUSH, WELLS							
AUTHORIZED BY:	JOB TYPE: CONW - LOWE'S DRILLING								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
19907							5/4/09	PM	2:30
						ARRIVED AT JOB	5/5/09	AM	0030
27463	3/4					START OPERATION	5/5/09	AM	
						FINISH OPERATION	5/5/09	AM	
19832						RELEASED	5/5/09	AM	
21010						MILES FROM STATION TO WELL			10

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
7P103	60/40 P02		150 SIK		
7P103	60/40 P02		30 SIK		
CC111	SURT		1379 LB.		
CC112	CFR		65 LB.		
CC201	CALSONITE		750 LB.		
C706	CC-1		2 GAL.		
CC151	MUD FLUSH		500 GAL.		
CF607	5/2 LATCH DOWN PLUG		1 EA.		
CF1001	5/2 FINCHER SHOES		1 EA.		
CF1651	5/2 TURBOLEZZER		5 EA.		
CF1901	5/2 BASKET		2 EA.		
E101	TRUCK MILEAGE		20 mile		
E113	BUCK DELIVERY		90 MI		
E100	PICKUP MILEAGE		10 mile		
CE240	BLEND CHANGE		180 SK		
S003	SETWIRE SUPERVISOR		1 EA.		
CE205	PUMP CHANGE		1 EA.		
CE501	PLUG CONTAINER		1 EA.		

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SUB TOTAL

8442.53

CHEMICAL / ACID DATA:			

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

TOTAL

SERVICE REPRESENTATIVE

[Signature]

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

Agreement of Terms and Conditions

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

Terms:

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

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

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

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

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

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

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

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

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

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

General Provisions:

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

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

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

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

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

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

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

Customer: LD BUILDING	Lease No.:	Date: 5-5-09
Lease: JOANNE	Well #: 1-20	
Field Order #: 0004A	Station: PRATT, KS	Casing: 5 1/2
Type Job: CRUI - L.S.	Depth: 4530	County: PRATT
	Formation: TD - 4844'	State: KS
		Legal Description: 20-26-11

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size: 5 1/2	Tubing Size:	Shots/Ft:		Acid: 150 SK 60/40 P02	RATE:	PRESS:	ISIP:	
Depth: 4530	Depth:	From:	To:	Pro Pad: 18% SMT	Max:		5 Min.	
Volume:	Volume:	From:	To:	Pad: 1/2% CFR	Min:		10 Min.	
Max Press:	Max Press:	From:	To:	Frac: 5" GILSONITE	Avg:		15 Min.	
Well Connection:	Annulus Vol.:	From:	To:	15.4, 209, 1 1/8 FT/SK	PHH Used:		Annulus Pressure:	
Plug Depth: 4508	Packer Depth:	From:	To:	Flush:	Gas Volume:		Total Load:	

Customer Representative: LD	Station Manager: SCOTT	Treater: COONLEY
Service Units: 19907	27463	19832 - 21010
Driver Names: KS	ROUSH	LUTHERANCE

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
2330					ON LOCATION 5/4/09
0100					RUN 4530' 5 1/2" (OSC 144) HS PACKER SET, LIFT-IT BUFFER DN 1 1/2" COLLAR. BASKET - 2, 3 CENT. - 2-14 (4246) - 19 (4139) - 22 (4076) CASING AT 4530' 25 (4010) DROP BAIL - SET P42 STAGE CIRCU. 1 HOUR
0330	900				
0430	500		20	6	PUMP 20 bbl 2% KCL H2O
	500		12	6	PUMP 12 bbl MUD FLUSH
	500		3	6	PUMP 3 bbl H2O
	200		31	6	WITEX 150 SK 60/40 P02 18% SMT, 1/2% CFR, 5" GILSONITE STOP - WASH LINE - DROP PLUG
	0		0	6	START DRP.
	400			6	LIFT ELEMENT
	800		105	4	SLOW RATE
0515	1700		109	3	PLUG DOWN - HEAD
0600					PLUG RUN - 30 SK 60/40, P02 JOB COMPLETE - BELOW

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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 0001 A

20-26-11

DATE TICKET NO. _____

DATE OF JOB	DISTRICT	NEW WELL <input checked="" type="checkbox"/>	OLD WELL <input type="checkbox"/>	PROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:	
CUSTOMER	PRATT, KS	LEASE	JOUANNE 1-20					WELL NO.
ADDRESS	COUNTY		PRATT					STATE
CITY	STATE		KS					
AUTHORIZED BY	SERVICE CREW		CROWLEY SHIMMICK WELLS					
EQUIPMENT#		HRS		EQUIPMENT#		HRS		
17901								
15806		1/2						
15832		2100						
TRUCK CALLED		DATE		AM		TIME		
		4-23-09		210				
ARRIVED AT JOB		4-23-09		AM		214		
START OPERATION		4-24		AM		000		
FINISH OPERATION		4-24		AM		003		
RELEASED		4-24		AM		010		
MILES FROM STATION TO WELL		10						

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
10-103	60/40 PER		275 SK.		
10-102	CELL FLAME		69 LB.		
10-109	CALCIUM CHLORIDE		71 LB.		
10-153	8.5/8 WOOD PULP		1 EA.		
E101	TRUCK MILE		20 mile		
E113	TRUCK DELIVERY		137 TRUCK		
E100	PICKUP MILE		10 mile		
CE240	BLENDED CHARGE		275 SK.		
5003	SEWER SUPERVISOR		1 EA.		
CE200	PUMP CHARGE		1 EA.		
14504	PUMP CONTROLLER		1 EA.		

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CHEMICAL / ACID DATA:			

SUB TOTAL		4337.81
SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		

SERVICE REPRESENTATIVE	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:
<i>J. Conway</i>	<i>[Signature]</i>

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 Cisco, Texas, for all services and materials on or before the 20th of the following month after the date of the invoice. Customer's invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees and court costs.

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

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

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

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

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

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

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

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

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

General Provisions:

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

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

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

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

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

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

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

Customer LD DRILLING	Lease No.	Date 4-24-09
Lease JOHANNWE	Well # 1-20	
Field Order # 0001	Station PRATT, KS	Casing 8 3/4
Type Job CIMW - SURFACE	Depth 262	County PRATT
	Formation	State KS
		Legal Description 20-26-11

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME	
Casing Size 8 3/4	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
Depth 262'	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 BAL	Station Manager SCOTT	Treater Crowley
Service Units 19907	19806	19832-21010
Driver Names KE	PAUL	D. HATHORNE

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
2145					ON LOC AT 20'
					RUN 254' 8 3/4" CSG 6 JK
					BLEED CORE.
					MIX CEMENT
000200			61	6	275 SK. 60/40 RZ
					2% C.F.C., 3% C.C., 1/4" # C.F.
					STOP - RELEASE PLUG
	0		0	6	START DISP.
0030	200		14	6	PLUG DOWN
					(DWC 1266) CEMENT TO SET
0100					JIB COMPLETE - KEVIN

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