

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 + _____
Contact Person: L. D. DAVIS
Phone: (620) 793-3051
CONTRACTOR: License # 6039
Name: L. D. DRILLING, INC.
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.: _____
6/08/2009 6/17/2009 6/24/2009
Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15 - 101-22168-00-00
Spot Description: _____
SW NE NE NW Sec. 17 Twp. 17 S. R. 29 East West
390 Feet from North / South Line of Section
2090 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: LANE
Lease Name: YORK #17 A B Well #: 2
Field Name: CALICHE PIT
Producing Formation: CHEROKEE, JOHNSON, MISSISSIPPI
Elevation: Ground: 2813' Kelly Bushing: 2818'
Total Depth: 4610' Plug Back Total Depth: 2238.71'
Amount of Surface Pipe Set and Cemented at: 470 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: 2238.71 Feet
If Alternate II completion, cement circulated from: 2238.71
feet depth to: SURFACE w/ 200 ^{sx cmf}

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit)
Chloride content: _____ ppm Fluid volume: _____ bbls
Dewatering method used: _____
Location of fluid disposal if hauled offsite: _____
Operator Name: _____
Lease Name: _____ License No.: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Docket No.: _____

Handwritten: AH2-DIG-12/1/10

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: _____
Title: CLERK Date: JANUARY 15, 2010
Subscribed and sworn to before me this 22 day of January,
2010.
Notary Public: Sharis Bayless
Date Commission Expires: 07-02-2013 Sharis Bayless

NOTARY PUBLIC - State of Kansas
SHARIS BAYLESS
My Appt. Exp. 7-2-2013

KCC Office Use ONLY

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

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KANSAS CORPORATION COMMISSION
JAN 25 2010

CONSERVATION DIVISION
WICHITA, KS

Operator Name: L. D. DRILLING, INC. Lease Name: YORK #17 A B Well #: 2
 Sec. 17 Twp. 17 S. R. 29 East West County: LANE

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: RADIATION GUARD LOG, SECTOR BOND/GAMMA RAY CCL & SONIC CEMENT BOND LOG	<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"	24#	470'	60/40 POZMIX	325	3%CC,2%GEL,1/4#CF
PRODUCTION	7 7/8"	4 1/2"	10.5#	4605'	60/40 POZMIX	200	18%SALT,5#GIL,.5%FR

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input checked="" type="checkbox"/> Perforate	2232'	A-CON BLEND	400	3%CC, 2%GEL, 2%METSOLITE
<input checked="" type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD	470'	COMMON	50	3%CC
<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	4134 - 4140'	3000 gal 15% HCL ACID	
4	4492 - 4495'; 4520 - 4524'; 4526 - 4532'		
4	4534 - 4536'; 4536 - 4538'		

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WICHITA, KS

TUBING RECORD:	Size: <u>2 3/8"</u>	Set At: <u>4602'</u>	Packer At: <u> </u>	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. JULY 4, 2009	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>15</u>	Gas Mcf <u> </u>	Water Bbls. <u>20</u>	Gas-Oil Ratio <u> </u> Gravity <u> </u>

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) <u> </u>	PRODUCTION INTERVAL: <u> </u> <u> </u>
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DAILY DRILLING REPORT

OPERATOR: **L.D. DRILLING, INC.** LEASE: **YORK 17 A B #2**
 SW NE NE NW Sec 17-17-29
 WELLSITE GEOLOGIST: **Kim Shoemaker** Lane Co., KS
 CONTRACTOR: **L. D. DRILLING, INC.** ELEVATION: **GR: 2813'**
KB: 2818'
 SPUD: **6/8/09 @ 4:30 P.M.** PTD: **4600'**
 SURFACE: **Ran 11 jts New 24# 8 5/8" Surface Casing, Tally 459.57', Set @ 470', w/ 325 sx 60/40 Pozmix, 3% CC, 2% Gel, 1/4# CellFlake, Did Circulate by Basic Energy, Plug Down @ 3:30 A.M., Strap & Weld 1st 3 jts & tack weld the rest by D & S**

6/08/09 Move in, Rig up, & Spud
 6/09/09 474' Wait on Cement, - Drill plug 12:00 A.M.
 6/10/09 1680' Rig check
 6/11/09 2875' Rig Check
 6/12/09 3580' Drilling - displace mud @ 3598'
 6/13/09 4098' Rig Check
 6/14/09 4240' Circulate for Samples
 6/15/09 4412' Trip in Hole w/ Bit after DST #2
 6/16/09 4525' Drilling - @ 4540' Circ for Samples
 Getting Ready for DST #4
 6/17/09 4610' RTD logging by Log Tech
 4609' LTD

Ran 110 jts New 10.5# 4 1/2" Production Casing
 Tally 4597.77, set @ 4605' - 5' off Bottom,
 Shoe jt 21.09' - Packer Set @ 2238.71,
 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 @ 6:30 P.M. 6/17/09

DST #1 4120 - 4219' LKC 'H-J'
 TIMES: 30-45-45-60
 BLOW: 1st Open: weak 1/4" blow inc to 3 1/2"
 2nd Open: weak surface blow inc to 4"
 RECOVERY: 20'ocm (10%o,90%m)
 62'sltocwm (1%o,10%w,89%m)
 IFP: 8-26 ISIP: 929
 FFP: 29-44 FSIP: 836
 TEMP: 118 degrees

DST #2 4284 - 4412' Marm/Pawnee
 TIMES: 30-45-45-60
 BLOW: 1st Open: weak 1/4" blow inc to 3"
 2nd Open: weak surface blow inc 3 1/2"
 RECOVERY: 90% mw (32%m, 68%w)
 IFP: 8-24 ISIP: 431
 FFP: 25-47 FSIP: 428
 TEMP: 121 degrees

DST #3 4427 - 4452' Myrick
 TIMES: 30-45-30-60
 BLOW: 1st Open: weak 1/8" blow inc to 1/4"
 2nd Open: no blow
 RECOVERY: 1' dm (100% mud)

IFP: 5-5 ISIP: 11
 FFP: 5-5 FSIP: 9
 TEMP: 117 degrees

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 CONSERVATION DIVISION
 WICHITA, KS

DAILY DRILLING REPORT

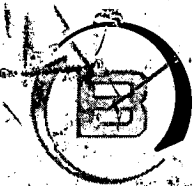
OPERATOR: L.D. DRILLING, INC. LEASE: YORK 17 A B #2
SW NE NE NW Sec 17-17-29
WELLSITE GEOLOGIST: Kim Shoemaker Lane Co., KS
CONTRACTOR: L. D. DRILLING, INC. ELEVATION: GR: 2813'
KB: 2818'
SPUD: 6/8/09 @ 4:30 P.M. PTD: 4600'

DST #4 4450 - 4540' Cherokee/Johnson
TIMES: 30-45-45-60
BLOW: 1st Open: weak 1/4" blow inc bb 11 min
2nd Open: weak 1/4" blow inc bb 12 min
RECOVERY: 700' gip, 107'hg&ocm (30%g,
25%o,45%m); 124'gcmo (14%g,26%m,60%o)
IFP: 10-65 ISIP: 214
FFP: 68-101 FSIP: 206
TEMP: 123 degrees

SAMPLE TOPS:

LOG TOPS:

Anhy Top	2205	(+613)	2201	(+617)
Anhy Base	2232	(+586)	2228	(+590)
Stotler	3523	(-705)	3520	(-702)
Heebner	3911	(-1093)	3912	(-1094)
Lansing	3951	(-1133)	3954	(-1136)
Munice Creek	4124	(-1306)	4122	(-1304)
Stark	4216	(-1398)	4212	(-1394)
Hush Puckney	4251	(-1433)	4248	(-1430)
Base Kansas City	4296	(-1478)	4298	(-1480)
Marmaton	4317	(-1499)	4319	(-1501)
Pawnee	4404	(-1586)	4406	(-1588)
Myrick Station	4440	(-1622)	4437	(-1619)
Fort Scott	4459	(-1641)	4458	(-1640)
Cherokee	4483	(-1665)	4479	(-1661)
Johnson	4522	(-1704)	4520	(-1702)
Mississippi	4546	(-1728)	4542	(-1724)
RTD	4610	(-1792)	LTD 4609	(-1791)



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 0199 A

DATE _____ TICKET NO. _____

DATE OF JOB: 6-22-09		DISTRICT: KANSAS		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: L.O. Drilling Inc.		LEASE: York 17 AB		#2 WELL NO.					
ADDRESS:		COUNTY: LANE		STATE: KS					
CITY:		STATE:		SERVICE CREW: A. Worth, C. Roush, D. Phyc, Rafael					
AUTHORIZED BY:		JOB TYPE: cont Port collar - Acidize Perfs							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
19843	7.45						6-21-09	PM	1900
19903-19905	1.45					ARRIVED AT JOB	6-22-09	PM	0730
19960-19961	1					START OPERATION	6-22-09	AM	1100
19886-19883	1.45					FINISH OPERATION		AM	
						RELEASED	6-22-09	AM	0200
						MILES FROM STATION TO WELL	6-22-09	PM	0200
									100 miles

CONTRACT CONDITIONS: (This contract must be signed before the job is commenced or merchandise is delivered).

The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for services, materials, products, and/or supplies includes all of and only those terms and conditions appearing on the front and back of this document. No additional or substitute terms and/or conditions shall become a part of this contract without the written consent of an officer of Basic Energy Services LP.

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP 101	A-Cow Blend cont "Common"		400-sk		
CC 102	Cell-Flake		102-lb		
CC 109	Calcium Chloride		1128-lb		
AK 325	15% HCL ACID		3000-gal		
ASK 341	NE ACID Conversion		3000-gal		
ASK 342	FE ACID Conversion		3000-gal		
C 204	CIA-IEP HIGH TEMP ACID 5.5lb/b		7-gal		
C 206	CL-1 KCL sub.		4-gal		
F 101	Heavy Equip mileage		300-mi		
F 113	Bulk Delivery Chg.		1480-tr		
F 100	Unit mileage charge Pickup		100-mi		
CE 240	Blending & mixing charge		400-sk		
S 003	Service Supervisor first 8 hrs on loc.		1-on		
CF 205	Depth Charge 4001-5000'		1-4hr		
F 110	Transport Delivery Charge		1-hr		

SUB TOTAL

CHEMICAL / ACID DATA:			

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MATERIALS

JAN 25 2010

CONSERVATION DIVISION
WICHITA, KS

%TAX ON \$
%TAX ON \$

TOTAL \$12,755.40

SERVICE REPRESENTATIVE: Allen F. Worth	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <i>[Signature]</i>
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(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.

BASIC

energy services, L.P.

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KANSAS CORPORATION COMMISSION

JAN 25 2010

TREATMENT REPORT

Customer <i>L.D. Drilling Inc</i>	Lease No. <i>WORK 17AR</i>	CONSERVATION DIVISION WICHITA, KS	Date <i>6-22-09</i>
Field Order # <i>17181099A</i>	Station <i>TRAH KS</i>	Casing <i>4 1/2</i>	Depth <i>LANE</i>
Type Job <i>cmf port collar - acidize</i>	Formation <i>ACNW</i>	Legal Description <i>17-12-28</i>	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size <i>4 1/2</i>	Tubing Size <i>2 7/8</i>	Shots/Ft <i>400 SK</i>		Acid <i>A-con w/3900</i>	RATE <i>2% Cal set</i>	PRESS <i>2% Mrcalite</i>	ISIP <i>5 Min</i>	
Depth <i>175</i>	Depth	From <i>4134</i>	To <i>4140 1/2</i>	Pre Pad <i>cell w/akra</i>	Max <i>11.8 #/gal</i>	<i>2.71</i>	<i>collar</i>	
Volume	Volume	From <i>4492</i>	To <i>4495</i>	Pad	Min		<i>10 Min</i>	
Max Press <i>1000</i>	Max Press	From <i>4520</i>	To <i>4538</i>	Frac	Avg		<i>15 Min</i>	
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth	Packer Depth <i>4510</i>	From	To	Flush	Gas Volume		Total Load	

Customer Representative <i>L.D. Davis</i>	Station Manager <i>Dave Scott</i>	Treater <i>Allen F Worth</i>
--	--------------------------------------	---------------------------------

Service Units <i>28413</i>	<i>19903</i>	<i>19905</i>	<i>19960</i>	<i>19918</i>	<i>19886</i>	<i>19813</i>			
Driver Names <i>Worth</i>	<i>Chan</i>	<i>Roush</i>	<i>Dale</i>	<i>Phye</i>	<i>Rnfal</i>				

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>0745</i>					<i>on loc. discuss Safety Setup Plan Job</i>
<i>1105</i>	<i>1000</i>	<i>1000</i>			<i>Test Port collar good 2232</i>
	<i>300</i>	<i>300</i>		<i>3</i>	<i>open port collar pump 10 bbl N2O</i>
			<i>156</i>		<i>Blows on surface</i>
					<i>mix 325 sks A-con Lost circ.</i>
					<i>Fin mix total of 400 sks A-con</i>
	<i>1000</i>	<i>1000</i>			<i>@ 11.8" Total cmf 193 Bbls</i>
	<i>300</i>		<i>1.8</i>	<i>3</i>	<i>close Port Collar + PSI Test ok</i>
					<i>Run 5' 15" circ clean</i>
<i>1700</i>				<i>3</i>	<i>pull opening tool to perf.</i>
		<i>200</i>	<i>18 1/2</i>		<i>Plug @ 4565 - Perfs @ 4520-38 spot @</i>
		<i>500</i>		<i>1/4</i>	<i>4549 18 1/2 Bbls</i>
		<i>900</i>		<i>1/2</i>	<i>Treat Perf @ 4510 PKR set</i>
		<i>700</i>		<i>3/4</i>	<i>1/2 BPM @ 900</i>
			<i>7</i>		<i>3/4 BPM @ 700</i>
					<i>1-BPM @ 500 - 7 Bbl out comes around</i>
		<i>800</i>		<i>2 1/4</i>	<i>pull PKR to 4455 Perfs @ 4290-95</i>
		<i>1000</i>		<i>3 1/2</i>	<i>4520-38 2 1/4 BPM @ 800</i>
		<i>900</i>	<i>21 1/2</i>	<i>3 1/2</i>	<i>3 1/2 BPM @ 1000</i>
					<i>st flush this cap 17.2 Bbls - 4 Bbls OF</i>
			<i>53.5</i>		<i>acid out - total acid 2250 gal</i>
<i>1820</i>	<i>200</i>		<i>74.1</i>		<i>ISIP - Release PSI & SWAB</i>

Customer L.O. Drilling Inc	Lease No	Date 6-22-09
Lease York 17 AB	Well # 2	
Field Order # 17180199A	Station Pratt KS	Casing 4 1/2
Type Job S.M. Perf ACNW	Formation	Legal Description 17-1729
	Depth	County LANE
		State KS

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 4 1/2	Tubing Size 2 3/8	Shots/Ft 3000		Acid GAL 15% FF/NEALIC	RATE	PRESS	ISIP	
Depth	Depth	From 4134	To 4140	Pre-Pad	Max		5 Min.	
Volume	Volume	From 4492	To 4495	Pad	Min		10 Min.	
Max Press	Max Press	From 4520	To 4538	Frac	Avg		15 Min.	
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth	Packer Depth	From	To	Flush KCL water	Gas Volume		Total Load	

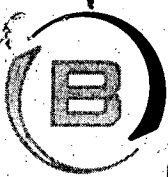
Customer Representative L.O. Davis	Station Manager Dave Scott	Treater Allen F. Werth
--	--------------------------------------	----------------------------------

Service Units	75443	19903	19905	19886	19813				
Driver Names	Werth	Chad	Rough	Rafael					

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1942				12	Extreme w/ serv.
			17	3	Load Hole To spot acid 4142
			16 1/2	1	Plug @ 4190 spot 18 BBIS 17
					Set PKR @ 4048 To Treat
					1-BPM @ 300# st D. SP
					1 3/4 BPM @ 400#
					ISIP 300#
2032					shut in @ well w/ 200#
					Rackup
2100					Stop down Acid 18 BBIS
					KCL Flush 16 1/2 BBIS
					34 1/2 BBIS
					Load.

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Thank =
Allen
Chad
Rafael



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 0197 A

DATE _____ TICKET NO. _____

DATE OF JOB	DISTRICT KANSAS	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 L. D. Drilling Inc.	LEASE York 17 AB		#2 WELL NO.							
ADDRESS	COUNTY LANE	STATE KS								
CITY	STATE	SERVICE CREW A. Worth, C. Roush, D. Pyle								
AUTHORIZED BY	JOB TYPE: 4 1/2 L.S. C.W.									
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
20442-P.U.	1						6-17-09			1000
427463 PF	1					ARRIVED AT JOB	6-17-09			1400
#19960-19918 BIK	1					START OPERATION	6-17-09			1800
						FINISH OPERATION	6-17-09			1900
						RELEASED	6-17-09			1930
						MILES FROM STATION TO WELL 100 miles				

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
CP103	60/40 Poz		230 SK		
CC111	SALT (Fine)		1772 lb		
CC112	cement Friction Reducer		86-lb		
CC201	Gilsonite		1000 lb		
CF04	CS-11 KCL Sub		15 gal		
CC151	MWD Flush		500 gal		
CF102	Top Rubber Cement Plug 4 1/2"		1-ea		
CF250	Guide Shoe-Regular, 4 1/2" (Blue)		1-ea		
CF470	Cement Port Collar 4 1/2" (Red)		1-ea		
CF1450	Flapper type Insert Float Valve 4 1/2"		1-ea		
CF1650	Turbolizer 4 1/2" (Blue)		8-ea		
CF1900	4 1/2" Basket (Blue)		1-ea		
E101	Heavy Equip mileage		200 mi		
E113	Bulk Oil Serv. Charge				
E100	unit mileage charge pickup		100 mi		
CE240	Blending & mixing serv. chg.		230 SK		
S003	Service Supervisor first 8 hrs on loc.		1-ja		
CE205	Depth Charge 4001-5000		1-4 hrs		
CE501	Plug container utilization chg		1-Job		

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WICHITA, KS

SUB TOTAL

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

TOTAL

\$ 9,522 70

SERVICE REPRESENTATIVE

Allan F. Worth

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

L. D. Davis By Allan F. Worth

(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 Drilling Inc	Lease No.	Date 6-17-09
Lease York 17 AB	Well # 2	
Field Order # 1718-0197A	Station Pratt KS	Casing 4 1/2
	Depth 4607	County Lane
Type Job 4 1/2 Long String	Formation CNUW	Legal Description 17-17-29

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME	
Casing Size 4 1/2	Tubing Size	Shots/Ft	200 sks	Acid 60/40 Por	RATE 2% O.S.P.	PRESS 15.5% F.P.	ISIP
Depth 4607	Depth	From	To 18%	Pre Pad SALT 5# Gils.	Max 15.4#		5 Min 1.18 cu ft/sk
Volume 3 BBL	Volume	From	To 20 BBL	Pad CS-16 KC	Min		10 Min.
Max Press	Max Press	From	To 12 BBL	Frac mud Flush	Avg		15 Min.
Well Connection PC	Annulus Vol.	From	To 30 sks	Plus RAT	HHP Used None		Annulus Pressure
Plug Depth 4586	Packer Depth	From	To	Flush freshwater	Gas Volume		Total Load

Customer Representative L.D. Davis	By Allen Worth	Station Manager Dave Scott	Treater Allen F. Worth
Service Units 28443	27463	19960	19918
Driver Names Worth	Roush	Dale	Phye

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1330					ON Loc. Discuss Safety, Setup P/W Job
1507					Start 4 1/2 casing 10.5" S.I. 21' w/shoe + Insert Float. Auto fill cent-1-3-5-7-9-11-55-57
					Port on 56th Top @ 2238'
					Tag Bottom @ 4610' set @ 4607'
					C.R.W./Ris.
1700					
1800	200 [#]		20	4	Pump 20 BBLs CC-1 water
	200 [#]		3	4	Pump 3 BBLs H ₂ O spacer
	200 [#]		12	4	Pump 12 BBLs mud Flush
	200 [#]		3	4	Pump 3 BBLs H ₂ O spacer
	200 [#]			15	mix + pump 200 sks 60/40 por @ 15.4#
			42		Fin mix - wash out. Pump & Line Release Top Rubber Plug 4 1/2"
1820	200 [#]			5 1/2	start Disp
				4 1/2	caught Lift PSI w/ 52 BBLs out.
1835	1000 [#]		73		Plug down
	0 [#]				Release to Truck - OK.
			7 1/2		Plug Rat Hole w/ 30 sks
1900					wash up + Rack up Equip.
1930					Job complete
					thanks Allen Chad Dale Scotty

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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 0195 A

DATE _____ TICKET NO. _____

DATE OF JOB	DISTRICT <u>KANSAS</u>	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 <u>L.D. Drilling INC.</u>	LEASE <u>York</u>		17 AB # 2		WELL NO.				
ADDRESS	COUNTY <u>LANE</u>	STATE <u>KS</u>							
CITY	STATE	SERVICE CREW <u>A. Werth, C. Roush, M. Gray</u>							
AUTHORIZED BY	JOB TYPE: <u>8 5/8" surface</u> <u>CNW</u>								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
<u>#28443 - P.U</u>						<u>6-8-09</u>	<u>6-8-09</u>	<u>AM</u>	<u>1200</u>
<u>#27463 - P.T</u>						ARRIVED AT JOB	<u>6-8-09</u>	<u>AM</u>	
						START OPERATION		<u>AM</u>	
						FINISH OPERATION		<u>AM</u>	
						RELEASED		<u>AM</u>	
						MILES FROM STATION TO WELL	<u>100 miles</u>		

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
CP103	60/40 Poz		325-SK		
CC102	cell FLAKE		82-lb.		
CC109	Calicum Chloride		840-lb		
CF153	wooden Cement Plug 8 5/8"		1-CA		
E101	Heavy Equipment Mileage		200-mi		
E113	Bulk Delivery Charge		1400-TM		
E100	Unit Mileage Charge Pickup		100-mi		
CF240	Blending & mixing Service Charge		325-SK		
S003	Service Supervisor first 8 hrs on loc		1-CA		
CF200	Depth Charge 0-500'		1-4hrs		
CF504	Plug container Utilization Charge		1-Job		

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CONSERVATION DIVISION
WICHITA, KS

CHEMICAL / ACID DATA:			

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

SUB TOTAL
TOTAL \$6154.72

SERVICE REPRESENTATIVE <u>Allan F. Werth</u>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____ (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
--	---

FIELD SERVICE ORDER NO. _____

Agreement of Terms and Conditions

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Terms:

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Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

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 L.D. Drilling INC	Lease No.	Date 6-9-09
Lease York 17 AB	Well # 2	
Field Order # 17180195A	Station Pratt Ks	Casing 8 5/8
		Depth 470
Type Job 8 5/8" Surface	Formation CNW	County LANE
		State Ks
		Legal Description 17-17-29

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 8 5/8	Tubing Size	Shots/Ft 325 SK	Acid 60/40 Por 2%	Gel 3%	BAJE 3%	PRESS CC, 1/4"	ISIP Cell FIAX	
Depth 470	Depth	From 1.25	To 14.7	Pre Pad cu ft SK	Max 14.7	Min 14.7	5 Min.	
Volume 28 1/2	Volume	From	To	Pad			10 Min.	
Max Press 300	Max Press	From	To	Frac			15 Min.	
Well Connection P.C.	Annulus Vol.	From	To			HHP Used	Annulus Pressure	
Plug Depth 450	Packer Depth	From	To	Flush Fresh water		Gas Volume	Total Load	

Customer Representative Billy Myers - T.P.	Station Manager DAVE SCOTT	Treater Allen F. Werth
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Service Units 28443	27463	19826	19860						
Driver Names A. Werth	Roush	mike	McGraw						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1930					ON Loc. Discuss, Safety, setup, Plan Job
					Rig Drilling @ 163
2045					TRUCKS ON LOC.
0015					Hole cut - 474 12/4 hole CIR
0120					Start 8 5/8 csg, 24" - weld + strap pipe
0251					CSS @ 474 CIR. w/ Rig.
0300	300 [#]			6	Start mix 325 SKs 60/40 Por @ 14.7 #/gal
			72		Finish mixing cmt
					Release 8 5/8 wooden Plug.
0320	300 [#]			3 1/2	Start Disp
0330	0300 [#]		28 1/2		Plug down - Shut in @ well
	0 [#]				Release PSI
					Wash up Equip. + Rack up.
0400					Job complete.
					Thanks Allen, Chad, M.K.
					Comment CIR To P.T

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JAN 25 2010
CONSERVATION DIVISION
WICHITA, KS



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 0008 A

DATE _____ TICKET NO. _____

DATE OF JOB: 6-24-09	DISTRICT: FRAN, Ks	NEW WELL <input type="checkbox"/>	OLD WELL <input checked="" type="checkbox"/>	IMPROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:
CUSTOMER: LD SPRINGS	LEASE: YORK 17 AB # 2		WELL NO.:				
ADDRESS:		COUNTY: LANE	STATE: Ks				
CITY:		SERVICE CREW: GORDLEY, MESSICK		JOB TYPE: CNW - SQUEEZE			
AUTHORIZED BY:		DATE: 6-24-09 AM 0500					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	ARRIVED AT JOB
1990		14355					AM 0900
		14284					PM 0930
19957	1/4						AM 1000
20920							PM 1030
						RELEASED	AM 1030
						MILES FROM STATION TO WELL	165

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: *F.L. D...*
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP100	COMMON CEMENT				
UC109	ULTRACON CEMENT				
E101	TRUCK MILEAGE				
E113	BULK DELIVERY				
E100	PECKUP MILEAGE				
UE40	BLENDING CHARGE				
S003	SERVICE SUPERVISOR				
UE200	PUMP CHARGE				
RECEIVED					
KANSAS CORPORATION COMMISSION					
JAN 25 2010					
CONSERVATION DIVISION					
WICHITA, KS					

SUB TOTAL **2605.57**

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE *K. GORDLEY*

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.

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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 DRUG	Lease No.	Date 6-24-09
Lease YORK 17 AB	Well # 2	
Field Order # 0008	Station PRATT, KS	Casing 4 1/2
	Depth	County LANE State KS
Type Job OWN - SQUEEZE	Formation	Legal Description 17-17-29

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	TSIP
Depth	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 **LD** Station Manager **SCOTT** Treater **CHERRY**

Service Units 19907	19959-20920	14335-14284
Driver Names KG	MESSEK	J. MARTINEZ

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
0700					ON LOCATION
					TOP + 560
	500		8	1	HOOK UP TO 4 1/2" AND
					PSI UP TO 500# - SHUT DN
					HOOK UP TO 8 3/8" B.H.
		50	2	2	INJECTION RATE - 2 BPM - 50#
		50	8	2	PUMP 8 bbl. H₂O
		50	11	2	MIX 50 SK COMMUN 3% CC
					PSI CLAMP SLOWLY TO
	500				500# - STOP
	500				HELD 500#
					RELEASE PSI & SHUT DN B.H.
1030					JOB COMPLETE

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