

ORIGINAL

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

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 # 5929  
Name: DUKE DRILLING CO., INC.  
Wellsite Geologist: HERB DEINES  
Purchaser: NCRA  
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.: \_\_\_\_\_  
07/03/2009      07/09/2009      07/23/2009  
Spud Date or      Date Reached TD      Completion Date or  
Recompletion Date                Recompletion Date

API No. 15 - 009-25329-00-00  
Spot Description: \_\_\_\_\_  
E2 NW NE NE Sec. 10 Twp. 20 S. R. 11  East  West  
330 Feet from  North /  South Line of Section  
752 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: BARTON  
Lease Name: PANNING Well #: 7  
Field Name: CHASE-SILICA  
Producing Formation: ARBUCKLE  
Elevation: Ground: 1760' Kelly Bushing: 1768'  
Total Depth: 3400' Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at: 354 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/ \_\_\_\_\_

**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.: \_\_\_\_\_

AH-1-Dlg - 11/27/10

**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 22, 2010  
Subscribed and sworn to before me this 22 day of JANUARY,  
20 10.  
Notary Public: Rashell Patten  
Rashell Patten

Date Commission Expires: 02-02-2011  
NOTARY PUBLIC - STATE OF KANSAS  
Rashell Patten  
MY Appl. Exp. 2-2-11

**KCC Office Use ONLY**  
 Letter of Confidentiality Received  
 If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
\_\_\_\_\_ Geologist Report Received  
\_\_\_\_\_ UIC Distribution  
**RECEIVED**  
**JAN 27 2010**

KCC WICHITA

Operator Name: L. D. DRILLING, INC. Lease Name: PANNING Well #: 7  
 Sec. 10 Twp. 20 S. R. 11  East  West County: BARTON

**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<br><i>(Attach Additional Sheets)</i><br><br>Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><i>(Submit Copy)</i><br><br>List All E. Logs Run:<br><b>DUAL COMPENSATED POROSITY, SONIC CEMENT BOND, MICRORESISTIVITY &amp; DUAL INDUCTION LOGS</b> | <input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample<br><br>Name Top Datum<br><br><br>SEE ATTACHED |
|---|---|

| 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#               | 354'          | 60/40 POZMIX   | 375          | 2%Gel,3%CC,1/4#CF          |
| PRODUCTION  | 7 7/8"            | 5 1/5"                    | 15.5#             | 3399'         | 60/40 POZMIX   | 175          | 18%Salt                    |
|   |                   |                           |                   |               |                |              |                            |

| ADDITIONAL CEMENTING / SQUEEZE RECORD         |                  |                |             |                            |
|---|------------------|----------------|-------------|----------------------------|
| Purpose:                                      | Depth Top Bottom | Type of Cement | #Sacks Used | Type and Percent Additives |
| <input checked="" type="checkbox"/> Perforate | 3299-3206'       | COMMON         | 50          | 1/4#DEFOAMER, 1/2%FLA-322  |
| <input type="checkbox"/> Protect Casing       |                  | COMMON         | 50          | 1/4#DEFOAMER, .5%FLA-322   |
| <input type="checkbox"/> Plug Back TD         |                  |                |             |                            |
| <input type="checkbox"/> Plug Off Zone        |                  |                |             |                            |

| Shots Per Foot | PERFORATION RECORD - Bridge Plugs Set/Type<br>Specify Footage of Each Interval Perforated | Acid, Fracture, Shot, Cement Squeeze Record<br>(Amount and Kind of Material Used) | Depth   |
|----------------|---|---|---|
| 4              | 3299 - 3306'  | 1000 gal 28% HCL NE FE  | <b>RECEIVED</b><br><b>JAN 27 2010</b><br><b>KCC WICHITA</b> |
| 2              | 3299 - 3306'  | 200 gal 15% HCL NE FE   |   |
| 2              | 3314 - 3318'  | 250 gal 20% HCL NE FE   |   |
|                |   |   |   |

|  |                    |   |   |
|--|--------------------|---|---|
| TUBING RECORD: Size: <u>2 3/8"</u> Set At: <u>3395'</u> Packer At: _____ |                    | Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |
| Date of First, Resumed Production, SWD or Enh. <u>JULY 24, 2009</u>      |                    | Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) |   |
| Estimated Production Per 24 Hours  | Oil Bbls. <u>6</u> | Gas Mcf _____   | Water Bbls. <u>39</u> Gas-Oil Ratio _____ Gravity _____ |

|   |   |  |
|---|---|--|
| DISPOSITION OF GAS:<br><input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease<br><i>(If vented, Submit ACO-18.)</i> | METHOD OF COMPLETION:<br><input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled<br><input type="checkbox"/> Other (Specify) _____ | PRODUCTION INTERVAL:<br>_____<br>_____ |
|---|---|--|

**DAILY DRILLING REPORT**

OPERATOR: **L.D. DRILLING, INC.** LEASE: **PANNING #7**  
 E/2 NW NE NE Sec 10-20-11  
 WELLSITE GEOLOGIST: **Herb Deines** Barton Co., KS  
 CONTRACTOR: **Duke Drilling Co., LLC** ELEVATION: GR: 1760'  
 KB: 1768'  
 SPUD: **7/03/09 @ 6:45 P.M.** PTD: 3300'  
 SURFACE: **Ran 8 jts 24# 8 5/8" Surface Casing, Tally 338', Set @ 354', w/ 375 sx 60/40 Pozmix, 2% Gel, 3% CC, 1/4# CelloFlake, Plug Down @ 5:00 A.M. 7/4/09 Did Circulate by Basic Energy**

7/03/09 Move in, Rig up and Spud  
 7/04/09 354' Wait on Cement  
 7/05/09 1553' Drilling  
 7/06/09 2650' Drilling  
 7/07/09 3290' CFS  
 7/08/09 3305' Tripping in w/ Bit to Drill 10'  
 7/09/09 3400' RTD - Lay Down Drill Pipe

Ran 89 jts 5 1/2" Production Casing  
 Tally 3395', Set @ 3399', w/ 125 sx 60/40 Pozmix,  
 18% Salt, 50 sx 60/40 Pozmix in Rathole & Mousehole,  
 Plug Down @ 1:45 P.M. 7/09/09  
 by Basic Energy

**DST #1 3280 - 3298' Arbuckle**  
 TIMES: 45-60-60-90  
 BLOW: 1st Open: weak surface blow blt to 8"  
 2nd Open: weak surface blow blt to 11"  
 RECOVERY: 225' gip; 15'go (86%o, 14%g)  
 IFP: 22-26 ISIP: 949  
 FFP: 30-34 FSIP: 896  
 TEMP: 104 degrees

**DST #2 3282 - 3305' Arbuckle**  
 TIMES: 45-60-45-60  
 BLOW: 1st Open: weak surface blow blt to 6"  
 2nd Open: weak surface blow blt to 7"  
 RECOVERY: 70' gip; 50' gocm(2%g,48%o,  
 50%*m*)  
 IFP: 23-34 ISIP: 829  
 FFP: 37-39 FSIP: 775  
 TEMP: 101 degrees

**DST #3 3280 - 3318' Arbuckle**  
 TIMES: 45-60-45-60  
 BLOW: 1st Open: weak surface blow blt to 5.5"  
 2nd Open: weak surface blow blt to 4.5"  
 RECOVERY: 45' gip; 62' hocgm  
 (4%g, 46%o, 50%*m*)  
 IFP: 23-37 ISIP: 927  
 FFP: 39-50 FSIP: 885  
 TEMP: 100 degrees

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**DAILY DRILLING REPORT**

OPERATOR: L.D. DRILLING, INC.

LEASE: PANNING #7

E/2 NW NE NE Sec 10-20-11

WELLSITE GEOLOGIST: Herb Deines

Barton Co., KS

CONTRACTOR: Duke Drilling Co., LLC

ELEVATION: GR: 1760'

KB: 1768'

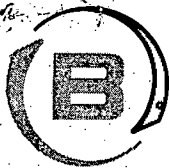
SPUD: 7/03/09 @ 6:45 P.M.

PTD: 3300'

**SAMPLE TOPS:**

**LOG TOPS:**

|                     |      |         |      |         |
|---------------------|------|---------|------|---------|
| Anhy                | Top  |         | 484  | (+1285) |
| Anhy                | Base |         | 506  | (+1263) |
| Topeka              | 2621 | (-853)  | 2621 | (-853)  |
| Heebner Shale       | 2884 | (-1116) | 2884 | (-1115) |
| Toronto             | 2906 | (-1138) | 2906 | (-1138) |
| Douglas Shale       | 2914 | (-1146) | 2915 | (-1146) |
| Brown Lime          | 3008 | (-1240) | 3008 | (-1240) |
| Lansing-Kansas City | 3031 | (-1263) | 3031 | (-1263) |
| Arbuckle            | 3293 | (-1525) | 3296 | (-1528) |
| RTD / LTD           | 3400 | (-1632) | 3402 | (-1634) |



**BASIC**<sup>SM</sup>  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET  
1718 0389 A

DATE \_\_\_\_\_ TICKET NO. \_\_\_\_\_

|   |              |  |     |            |     |                            |                 |           |             |
|---|--------------|--|-----|------------|-----|----------------------------|-----------------|-----------|-------------|
| DATE OF JOB <b>7-21-09</b> DISTRICT <b>KANSAS</b> |              | 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 <b>L.D. Drilling</b>                     |              | LEASE <b>PANNING #17</b> WELL NO.  |     |            |     |                            |                 |           |             |
| ADDRESS   |              | COUNTY <b>Barton</b> STATE <b>Ks.</b>  |     |            |     |                            |                 |           |             |
| CITY STATE  |              | SERVICE CREW <b>A. Werth, J. Anthony, D. Carlie</b>  |     |            |     |                            |                 |           |             |
| AUTHORIZED BY                                     |              | JOB TYPE: <b>Squeeze Perfs</b> <b>CNW</b>  |     |            |     |                            |                 |           |             |
| EQUIPMENT#  | HRS          | EQUIPMENT#   | HRS | EQUIPMENT# | HRS | TRUCK CALLED               | DATE            | AM        | TIME        |
| <b>28443-P.V.</b>                                 | <b>2 1/2</b> |  |     |            |     |                            | <b>7-20-09</b>  | <b>PM</b> | <b>1600</b> |
| <b>27463-P.T</b>                                  | <b>2 1/2</b> |  |     |            |     | ARRIVED AT JOB             | <b>7-21-09</b>  | <b>AM</b> | <b>0745</b> |
| <b>14355-14284</b>                                | <b>2 1/2</b> |  |     |            |     | START OPERATION            | <b>7-21-09</b>  | <b>PM</b> | <b>0830</b> |
|   |              |  |     |            |     | FINISH OPERATION           | <b>7-21-09</b>  | <b>PM</b> | <b>1100</b> |
|   |              |  |     |            |     | RELEASED                   | <b>7-21-09</b>  | <b>AM</b> | <b>1130</b> |
|   |              |  |     |            |     | MILES FROM STATION TO WELL | <b>60-miles</b> |           |             |

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  |
|---------------------|---------------------------------------|------|----------|------------|------------|
| CP100               | Common                                |      | 25-SK    |            | \$ 400.00  |
| CP100               | Common                                |      | 25-SK    |            | \$ 400.00  |
| CC129               | FIA-322                               |      | 12-1b    |            | \$ 90.00   |
| CC165               | Deframer (Powder)                     |      | 6-1b     |            | \$ 24.00   |
| E101                | Heavy Equip. mileage                  |      | 120-mi   |            | \$ 840.00  |
| E113                | Bulk Delivery Charge                  |      | 144-TM   |            | \$ 230.00  |
| E100                | Unit mileage Charge Pickup            |      | 60-mi    |            | \$ 255.00  |
| CE240               | Blending & mixing Charge              |      | 50-SK    |            | \$ 70.00   |
| S003                | Service Supervisor First 8hrs on loc  |      | 1-EA     |            | \$ 175.00  |
| CE204               | Depth Charge 3001-4000'               |      | 1-4hrs   |            | \$ 2160.00 |
| CE500               | Cement Squeeze manifold               |      | 1-EA     |            | \$ 430.00  |

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SUB TOTAL

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

TOTAL

\$3044.64

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

SERVICE REPRESENTATIVE **Allen F. Werth** THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: **Allen F. Werth for L.D. Drilling Davis**  
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO. \_\_\_\_\_

# BASIC

energy services, L.P.

## TREATMENT REPORT

|                                      |                              |                                      |
|--------------------------------------|------------------------------|--------------------------------------|
| Customer<br><b>L.O. Drilling Inc</b> | Lease No.                    | Date<br><b>7-21-09</b>               |
| Lease<br><b>PANNING</b>              | Well #<br><b>7</b>           |                                      |
| Field Order #<br><b>1718 0388A</b>   | Station<br><b>Peat Ks</b>    | Casing<br><b>5/2</b>                 |
|                                      | Depth                        | County<br><b>Barton</b>              |
| Type Job<br><b>Squeeze Perfs</b>     | Formation<br><b>Arbuckle</b> | Legal Description<br><b>10-20-11</b> |

| PIPE DATA                 |                             | PERFORATING DATA    |                   | FLUID USED  |                              | TREATMENT RESUME |                             |
|---------------------------|-----------------------------|---------------------|-------------------|---|------------------------------|------------------|-----------------------------|
| Casing Size<br><b>5/2</b> | Tubing Size<br><b>2 3/8</b> | Shots/Ft            |                   | Acid<br><b>25 sks com w/ 1/4 Defoamer, 1/2% FIA-322</b> | RATE                         | PRESS            | OSIP                        |
| Depth<br><b>3384</b>      | Depth                       | From<br><b>3299</b> | To<br><b>3306</b> | Pre Pad<br><b>25 sks std</b>                            | Max<br><b>mix @ 15.7 gal</b> |                  | 5 Min.<br><b>1.18 yield</b> |
| Volume<br><b>2.40</b>     | Volume<br><b>12.37</b>      | From                | To                | Pad   | Min                          |                  | 10 Min.                     |
| Max Press<br><b>500 #</b> | Max Press<br><b>2000 #</b>  | From                | To                | Frac  | Avg                          |                  | 15 Min.                     |
| Well Connection           | Annulus Vol.<br><b>58</b>   | From                | To                |   | HHP Used                     |                  | Annulus Pressure            |
| Plug Depth                | Packer Depth<br><b>3198</b> | From                | To                | Flush<br><b>Lease water</b>                             | Gas Volume                   |                  | Total Load                  |

|  |                                      |                                  |
|--|--------------------------------------|----------------------------------|
| Customer Representative<br><b>L.O. Davis</b> | Station Manager<br><b>Dave Scott</b> | Treater<br><b>Allen F. Werth</b> |
|--|--------------------------------------|----------------------------------|

|                                 |                   |               |                |  |  |  |  |  |  |
|---------------------------------|-------------------|---------------|----------------|--|--|--|--|--|--|
| Service Units<br><b>28443</b>   | <b>27463</b>      | <b>14355</b>  | <b>14284</b>   |  |  |  |  |  |  |
| Driver Names<br><b>A. Werth</b> | <b>J. Anthony</b> | <b>Donnie</b> | <b>Carlida</b> |  |  |  |  |  |  |

| Time | Casing Pressure | Tubing Pressure | Bbbls. Pumped | Rate  | Service Log   |
|------|-----------------|-----------------|---------------|-------|---|
| 0745 |                 |                 |               |       | extreme well.<br>DN Loc. Discuss Safety, Setup, Plan Job. |
| 0840 | 500 #           |                 |               |       | Running PKR - DAVIS PKR. Service                          |
|      | 500 #           | 400 #           |               | 1 1/2 | PKR @ 3198 - Perfs @ 3299-3306.                           |
| 0847 |                 | 400 #           | 5             | 1 1/2 | PSI on ANN - inj. Rate down Tbg                           |
|      |                 | 400 #           | 5             | 1 1/2 | st. mit 25 sks com w/ 1/4 Defoamer, 1/2% FIA-322          |
|      |                 |                 |               |       | st. mit 25 sks next - all @ 15.7 gal                      |
|      |                 |                 |               |       | FIN mix - washup Equip.                                   |
| 0905 |                 |                 |               | 1 1/2 | Start Disp Tbg cap. 12.37 BBls                            |
| 0910 |                 | 2000 #          | 6 1/2         |       | 6 1/2 BBls out - Bleeds Back To 1700 #                    |
| 0915 |                 | 2000 #          |               |       | Bump Sg. Back To 2000 #                                   |
| 0922 |                 |                 |               |       | Release PSI - comes back.                                 |
|      |                 | 1600 #          |               | 1/2   | Rep PSI on Sg. Breaks Back - 1/2 RPM                      |
| 0935 |                 | 1600 #          | 11            |       | 11 BBls out - St Ag.                                      |
| 0952 |                 | 2000 #          | 11            |       | Bump Sg. 2000 #   |
| 0953 |                 | 0 #             |               |       | Release - ok  |
| 0955 | 500 #           |                 | 16            | 2     | Rev. out Short way - clean                                |
|      |                 |                 |               |       | washdown thru sg to 3384                                  |
|      |                 |                 | 20            |       | Pump 20 BBls Clean.                                       |
|      | 500 #           |                 |               |       | PKR Back @ 3198 Test Sg. ok                               |
|      |                 |                 |               |       | Call PKR.   |
| 1130 |                 |                 |               |       | Job Complete  |

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JAN 27 2010  
KCC WICHITA

Thanks Allen, James, Donnie



**BASIC**<sup>SM</sup>  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET

1718 0410 A

10-205-11W

DATE \_\_\_\_\_ TICKET NO. \_\_\_\_\_

|                      |     |                         |     |  |     |   |         |                     |       |
|----------------------|-----|-------------------------|-----|--|-----|---|---------|---------------------|-------|
| DATE OF JOB: 7-16-09 |     | DISTRICT: Pratt, 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. Davis |     |                         |     | LEASE: Panning   |     |   |         | WELL NO. 7          |       |
| ADDRESS:             |     |                         |     | COUNTY: Barton   |     | STATE: Kansas   |         |                     |       |
| CITY:                |     | STATE:                  |     | SERVICE CREW: C. Messick; M. Mattal; E. McGraw                                 |     |   |         |                     |       |
| AUTHORIZED BY:       |     |                         |     | JOB TYPE: C.N.W. - Squeeze Perforations  |     |   |         |                     |       |
| EQUIPMENT#           | HRS | EQUIPMENT#              | HRS | EQUIPMENT#   | HRS | TRUCK CALLED  | DATE    | AM                  | TIME  |
| 19,870               | 3   |                         |     |  |     |   | 7-15-09 | PM                  | 3:00  |
| 19,903-19,905        | 3   |                         |     |  |     | ARRIVED AT JOB  | 7-16-09 | AM                  | 8:00  |
| 19,831-19,862        | 3   |                         |     |  |     | START OPERATION   | "       | AM                  | 9:00  |
|                      |     |                         |     |  |     | FINISH OPERATION  | "       | AM                  | 11:00 |
|                      |     |                         |     |  |     | RELEASED  | 7-16-09 | AM                  | 11:15 |
|                      |     |                         |     |  |     | MILES FROM STATION TO WELL  |         |                     |       |

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 100              | Common                                |      | 25 sk    |            |           |
| CP 100              | Common                                |      | 25 sk    |            |           |
| CC 129              | FLA-322                               |      | 12 Lb    |            |           |
| CC 105              | Defoamer                              |      | 6 Lb     |            |           |
| E 101               | Heavy Equipment Mileage               |      | 120 mi   |            |           |
| E 113               | Bulk Delivery                         |      | 144 tm   |            |           |
| E 100               | Pickup Mileage                        |      | 60 mi    |            |           |
| CE 240              | Blending and Mixing Service           |      | 50 sk    |            |           |
| 5003                | Service Supervisor                    |      | 1 ea     |            |           |
| CE 204              | Pump Charge: 3,000 Feet To 4,000 Feet |      | 1 ea     |            |           |
| CE 500              | Squeeze Manifold                      |      | 1 ea     |            |           |

RECEIVED

JAN 27 2010

SUB TOTAL \$3,044.64

CHEMICAL / ACID DATA:

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

KCC WICHITA

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

TOTAL

SERVICE REPRESENTATIVE: *Lawrence R. Meza*

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: *L.D. Davis*  
(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<br>L.D. Drilling, Incorporated   | Lease No.<br>Panning     | Date<br>7-16-09                 |
| Lease<br>Panning                          | Well #<br>7              |                                 |
| Field Order #<br>0410                     | Station<br>Pratt, Kansas | Casing<br>5 1/2                 |
|   |                          | Depth<br>3,484 ft               |
|   |                          | County<br>Barton                |
|   |                          | State<br>KS                     |
| Type Job<br>C.N.W. - Squeeze Perforations | Formation<br>Arbuckle    | Legal Description<br>10-205-11W |

| PIPE DATA                   |                           | PERFORATING DATA |                | FLUID USED                     |                           | TREATMENT RESUME |                             |
|-----------------------------|---------------------------|------------------|----------------|--------------------------------|---------------------------|------------------|-----------------------------|
| Casing Size<br>5 1/2        | Tubing Size<br>2 7/8      | Shots/Ft         |                | Acid<br>25 sacks common with   | RATE                      | PRESS            | ISIP                        |
| Depth<br>3,484 Feet         | Depth<br>2,200 Feet       | From<br>3,299 ft | To<br>3,306 ft | Pre Pad<br>.25% Defoc          | Max<br>.5%                | FLA-322          | 5 Min.                      |
| Volume<br>8.3 Bbl.          | Volume<br>12.4 Bbl.       | From             | To             | Pad<br>15.7 Lb./Gal.           | Min<br>5.20 Gal./sk.      | 1.18             | 10 Min.                     |
| Max Press<br>2,000 p.s.i.   | Max Press<br>2,000 p.s.i. | From             | To             | Prac<br>25 sacks common (Meat) | Avg                       |                  | 15 Min.                     |
| Well Connection<br>8 7/8 UT | Annulus Vol.<br>60.5 Bbl. | From             | To             | 15.6 Lb./Gal., 5               | HP Used<br>20 Gal./sk.    | 1.18             | Annulus Pressure<br>1.1 SK. |
| Plug Depth<br>none          | Backer Depth              | From             | To             | Flush<br>12.4 Bbl. Fr          | Gas Volume<br>Fresh Water |                  | Total Load                  |

|                                       |                                |                                |
|---------------------------------------|--------------------------------|--------------------------------|
| Customer Representative<br>L.D. Davis | Station Manager<br>David Scott | Treater<br>Clarence R. Messick |
|---------------------------------------|--------------------------------|--------------------------------|

|               |         |           |           |        |        |  |  |  |  |
|---------------|---------|-----------|-----------|--------|--------|--|--|--|--|
| Service Units | 19,870  | 19,903    | 19,905    | 19,831 | 19,862 |  |  |  |  |
| Driver Names  | Messick | M. Mattal | E. McGraw |        |        |  |  |  |  |

| Time A.M. | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate | Service Log  |
|-----------|-----------------|-----------------|--------------|------|--|
| 8:00      |                 |                 |              |      | Trucks on location and hold safety meeting.          |
| 9:05      | -0-             |                 |              | 4    | Start to fill Annulas.                               |
| 9:10      | 500             |                 | 15           |      | Annulas full. Pressure up and shut it in.            |
| 9:11      |                 |                 |              | 4    | Start to fill tubing.                                |
|           |                 | 200             | 3            | 2    | Tubing full. Pumping steady.                         |
| 9:17      |                 | 200             |              | 2    | Start mixing cement                                  |
| 9:21      |                 |                 | 10.5         |      | Stop mixing. Shut in well. Wash pump and lines. Well |
| 9:24      |                 | Vuc             |              | 2    | Start Fresh Water Displacement.                      |
|           |                 | 100             | 6            |      | Catch pressure                                       |
| 9:37      |                 | 2,000           | 11           |      | Well holding pressure.                               |
| 9:40      |                 |                 |              |      | Release pressure. Slow return.                       |
| 9:41      |                 | 2,000           |              |      | Re pressure well.                                    |
| 9:47      |                 |                 |              |      | Release pressure. No Returns.                        |
| 9:55      | 500             |                 |              | 2    | Release pressure. Start to reverse out.              |
|           |                 |                 | 15           |      | Well clean. Run 2 Joints and Reverse out again.      |
|           | 500             |                 |              | 2    | Start to reverse out.                                |
|           |                 |                 | 15           |      | Well clean. Run 3 Joints. Packer at 3,354 Feet.      |
|           | 500             |                 |              | 2    | Start to Reverse out.                                |
|           |                 |                 | 30           |      | Well clean. Pull Packer back up to 3,200 Feet.       |
| 10:50     | 500             | 500             |              |      | Pressure up on well. It held.                        |
|           |                 |                 |              |      | Wash up pump truck.                                  |
| 11:15     |                 |                 |              |      | Job Complete.  |

Thank You, Clarence, Mike, Edward



**BASIC**<sup>SM</sup>  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET  
1718 0010 A

DATE 7/9/09 TICKET NO. \_\_\_\_\_

|                             |                                     |  |                                   |                               |                              |                              |                                   |
|-----------------------------|-------------------------------------|--|-----------------------------------|-------------------------------|------------------------------|------------------------------|-----------------------------------|
| DATE OF JOB <u>7/9/09</u>   | DISTRICT <u>FRAN, KS</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>LD DRILLING</u> | LEASE <u>FRANNING</u>               | WELL NO. <u>7-10</u>                         |                                   |                               |                              |                              |                                   |
| ADDRESS                     | COUNTY <u>BARTON</u>                | STATE <u>KS</u>                              |                                   |                               |                              |                              |                                   |
| CITY                        | STATE                               | SERVICE CREW <u>LENDON, MARTIN, MCGRAW</u>   |                                   |                               |                              |                              |                                   |
| AUTHORIZED BY               | JOB TYPE: <u>CONV - LONG STRONG</u> |  |                                   |                               |                              |                              |                                   |
| EQUIPMENT#                  | HRS                                 | EQUIPMENT#                                   | HRS                               | EQUIPMENT#                    | HRS                          | TRUCK CALLED                 | DATE <u>7/9/09</u> AM <u>0800</u> |
| <u>19907</u>                |                                     | <u>19831</u>                                 |                                   |                               |                              | ARRIVED AT JOB               | AM <u>1200</u>                    |
|                             |                                     | <u>19862</u>                                 |                                   |                               |                              | START OPERATION              | AM <u>1315</u>                    |
| <u>19903</u>                | <u>1/2 hr</u>                       |  |                                   |                               |                              | FINISH OPERATION             | AM <u>1345</u>                    |
| <u>19905</u>                |                                     |  |                                   |                               |                              | RELEASED                     | AM <u>1430</u>                    |
|                             |                                     |  |                                   |                               |                              | MILES FROM STATION TO WELL   | <u>65</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 P02                            | 125 SL   |          |            | 1500.00   |
| CP103               | 60/40 P02                            | 30 SL    |          |            | 600.00    |
| CC111               | Steel                                | 1113 lb. |          |            | 556.50    |
| CC112               | CFR                                  | 54 lb.   |          |            | 324.00    |
| CC201               | GILSONITE                            | 625 lb.  |          |            | 418.75    |
| C704                | CS-1L                                | 1 gal    |          |            | 35.00     |
| CC151               | MUD FLUSH                            | 500 gal  |          |            | 430.00    |
| CF103               | 5/2 TOP RUBBER PLUG                  | 1 EACH   |          |            | 105.00    |
| CF251               | 5/2 GUIDE SHOE                       | 1 EACH   |          |            | 250.00    |
| CF1451              | 5/2 INSERT FOOT                      | 1 EACH   |          |            | 215.00    |
| CF1651              | 5/2 TURBOLLER                        | 6 EACH   |          |            | 660.00    |
| E101                | TRUCK MILEAGE                        | 170 mile |          |            | 840.00    |
| E113                | BUCK DELIVERY                        | 453 TW   |          |            | 724.80    |
| E100                | PICKUP MILEAGE                       | 60 mile  |          |            | 255.00    |
| CE240               | BLENDED CHARGE                       | 175 SL   |          |            | 245.00    |
| 5003                | SERVICE SUPERVISOR                   | 1 EACH   |          |            | 175.00    |
| CE204               | PUMP CHARGE                          | 1 EACH   |          |            | 2160.00   |
| CE504               | PLUG CONTAINER                       | 1 EACH   |          |            | 250.00    |

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

RECEIVED

JAN 27 2010

KCC WICHITA

SUB TOTAL 5359.23 DL5

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

TOTAL

|  |  |
|--|--|
| SERVICE REPRESENTATIVE <u>K. GORDLEY</u> | THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <u>[Signature]</u> |
|--|--|

FIELD SERVICE ORDER NO. \_\_\_\_\_ (WELL OWNER OPERATOR CONTRACTOR OR AGENT)

# BASIC

energy services, L.P.

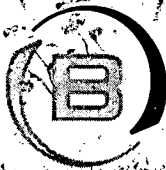
## TREATMENT REPORT

|                                     |                           |                                    |
|-------------------------------------|---------------------------|------------------------------------|
| Customer: <b>LD DOWLING</b>         | Lease No:                 | Date: <b>7-9-09</b>                |
| Lease: <b>PRATTING</b>              | Well #: <b>7-10</b>       |                                    |
| Field Order #: <b>0010A</b>         | Station: <b>PRATT, KS</b> | Casing: <b>5/2</b>                 |
| Type Job: <b>CNW - LOW STRENGTH</b> | Depth: <b>3398</b>        | County: <b>BARTON</b>              |
|                                     | Formation: <b>TD-3400</b> | State: <b>KS</b>                   |
|                                     |                           | Legal Description: <b>10-20-11</b> |

| PIPE DATA               |                        | PERFORATING DATA |     | FLUID USED |            | TREATMENT RESUME |       |                              |
|-------------------------|------------------------|------------------|-----|------------|------------|------------------|-------|------------------------------|
| Casing Size: <b>5/2</b> | Tubing Size:           | Shots/Ft:        |     | Acid       |            | RATE             | PRESS | ISIP                         |
| Depth: <b>3398</b>      | Depth:                 | From:            | To: | Pre Pad    | Max        |                  |       | 5 Min.                       |
| Volume:                 | Volume:                | From:            | To: | Pad        | Min        |                  |       | 10 Min.                      |
| Max Press:              | Max Press: <b>1200</b> | From:            | To: | Frac       | Avg        |                  |       | 15 Min. <b>1215</b>          |
| Well Connection:        | Annulus Vol.:          | From:            | To: |            | HHP Used   |                  |       | Annulus Pressure <b>1345</b> |
| Plug Depth: <b>3382</b> | Packer Depth:          | From:            | To: | Flush      | Gas Volume |                  |       | Total Load <b>1430</b>       |

|                                    |                               |                         |
|------------------------------------|-------------------------------|-------------------------|
| Customer Representative: <b>LD</b> | Station Manager: <b>SCOTT</b> | Treater: <b>GORSLEY</b> |
| Service Units: <b>19907</b>        | <b>19903-19905</b>            | <b>19831-19862</b>      |
| Driver Names: <b>WHA</b>           | <b>MARTIN</b>                 | <b>MCGRAW</b>           |

| Time        | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate     | Service Log                                |
|-------------|-----------------|-----------------|--------------|----------|--|
| <b>1130</b> |                 |                 |              |          | <b>DN LOCATION</b>                         |
|             |                 |                 |              |          | <b>RECEIVED</b>                            |
|             |                 |                 |              |          | <b>JAN 27 2010</b>                         |
|             |                 |                 |              |          | <b>KCC WICHITA</b>                         |
| <b>1215</b> |                 |                 |              |          | <b>THE BOTTOM-DRIP BALL - BREAK CIRC</b>   |
|             |                 |                 |              |          | <b>SET 5/2 1' OFF BOTTOM</b>               |
| <b>1315</b> | <b>250</b>      |                 | <b>20</b>    | <b>6</b> | <b>PUMP 20 bbl. KCC H2O</b>                |
|             | <b>250</b>      |                 | <b>12</b>    | <b>6</b> | <b>PUMP 12 bbl. MUD FLUSH</b>              |
|             | <b>250</b>      |                 | <b>3</b>     | <b>6</b> | <b>PUMP 3 bbl. H2O</b>                     |
|             | <b>200</b>      |                 | <b>26</b>    | <b>6</b> | <b>MIX 125 sic. 60/40 P02</b>              |
|             |                 |                 |              |          | <b>18% SMT 1/2% CER. 5" SIC. GILSONITE</b> |
|             |                 |                 |              |          | <b>SDP - MUD PUMP FLANE - DRIP PLUG</b>    |
|             | <b>0</b>        |                 | <b>0</b>     | <b>6</b> | <b>START DISP.</b>                         |
|             | <b>200</b>      |                 | <b>65</b>    | <b>6</b> | <b>LEFT CEMENT</b>                         |
|             | <b>500</b>      |                 | <b>75</b>    | <b>4</b> | <b>SLOW RATE</b>                           |
| <b>1345</b> | <b>1000</b>     |                 | <b>80.6</b>  | <b>3</b> | <b>PLUG DOWN</b>                           |
|             |                 |                 |              |          | <b>PLUG RAT HOLE - 30SK. 60/40 P02</b>     |
|             |                 |                 |              |          | <b>PLUG MOUSE HOLE - 20SK. 60/40 P02</b>   |
| <b>1430</b> |                 |                 |              |          | <b>JOB COMPLETE - KEVIN</b>                |



**BASIC**<sup>SM</sup>  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET

1718 0288 A

DATE \_\_\_\_\_ TICKET NO. \_\_\_\_\_

|                      |     |                 |     |  |     |   |        |                     |      |
|----------------------|-----|-----------------|-----|--|-----|---|--------|---------------------|------|
| DATE OF JOB: 7-4-09  |     | DISTRICT: Pratt |     | NEW WELL <input type="checkbox"/> OLD WELL <input checked="" type="checkbox"/> |     | PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> |        | CUSTOMER ORDER NO.: |      |
| CUSTOMER: L.A. Smith |     |                 |     | LEASE: [unclear]   |     |   |        | WELL NO. 710        |      |
| ADDRESS:             |     |                 |     | COUNTY: Butler   |     | STATE: KS   |        |                     |      |
| CITY:                |     |                 |     | STATE:   |     | SERVICE CREW: [unclear]   |        |                     |      |
| AUTHORIZED BY:       |     |                 |     | JOB TYPE: C New - Service  |     |   |        |                     |      |
| EQUIPMENT#           | HRS | EQUIPMENT#      | HRS | EQUIPMENT#   | HRS | TRUCK CALLED  | DATE   | AM                  | TIME |
| 37282                | 1   |                 |     |  |     |   | 5-7-09 | PM                  | 5:00 |
| 19850/21010          | 1   |                 |     |  |     | ARRIVED AT JOB  |        | AM                  | 9:00 |
|                      |     |                 |     |  |     | START OPERATION   |        | AM                  |      |
|                      |     |                 |     |  |     | FINISH OPERATION  | 7-4-09 | AM                  |      |
|                      |     |                 |     |  |     | RELEASED  | 7-4-09 | AM                  |      |
|                      |     |                 |     |  |     | MILES FROM STATION TO WELL  | 60     |                     |      |

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 |
|---------------------|---------------------------------------|------|----------|------------|-----------|
| P CP103             | 60/40 P02                             |      | 3754     |            | 450000    |
| P CC102             | Call [unclear]                        |      | 946      |            | 34780     |
| P CC109             | Calc on Chloride                      |      | 9696     |            | 101745    |
| P CC153             | Wood on Cement plug 2 1/8"            |      | 1        |            | 16000     |
| P E101              | Heavy Equipment Mileage               |      | 100mi    |            | 24000     |
| P E113              | Bulk Delivery                         |      | 9696     |            | 155040    |
| P E102              | Pickup Mileage                        |      | 60mi     |            | 25500     |
| P CE240             | Cement Service Charge                 |      | 37554    |            | 52500     |
| P S003              | Service Supervisor                    |      | 1        |            | 17500     |
| P CE200             | Depth Charge 0-500'                   |      | 1        |            | 100000    |
| P CE504             | Plastic Containment                   |      | 1        |            | 25000     |

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

|                     |            |     |
|---------------------|------------|-----|
| SUB TOTAL           | 5241.36    | DCS |
| SERVICE & EQUIPMENT | %TAX ON \$ |     |
| MATERIALS           | %TAX ON \$ |     |
| TOTAL               |            |     |

SERVICE REPRESENTATIVE: Steve [unclear]

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]

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. 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<br><i>L.D. Drilling</i> | Lease No.               | Date<br><i>7-3-09</i>                |
| Lease<br><i>Panning</i>          | Well #<br><i>740</i>    |                                      |
| Field Order #<br><i>1780588</i>  | Station<br><i>Pratt</i> | Casing<br><i>8 5/8 24"</i>           |
|                                  | Depth<br><i>354</i>     | County<br><i>Barton</i>              |
| Type Job<br><i>CNW - Surface</i> | Formation               | Legal Description<br><i>10-20-11</i> |

| PIPE DATA                       |              | PERFORATING DATA          |    | FLUID USED                   |            | TREATMENT RESUME |       |                  |
|---------------------------------|--------------|---------------------------|----|------------------------------|------------|------------------|-------|------------------|
| Casing Size<br><i>8 5/8 24"</i> | Tubing Size  | Shots/Ft<br><i>375 sh</i> |    | Acid<br><i>60/40 P02</i>     |            | RATE             | PRESS | ISIP             |
| Depth<br><i>354</i>             | Depth        | From                      | To | Pre Pad<br><i>1.25 yield</i> | Max        |                  |       | 5 Min.           |
| Volume<br><i>22.5</i>           | 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<br><i>337</i>        | Packer Depth | From                      | To | Flush<br><i>21.56</i>        | Gas Volume |                  |       | Total Load       |

|   |                                      |                                 |
|---|--------------------------------------|---------------------------------|
| Customer Representative<br><i>Steve</i>               | Station Manager<br><i>Dave Scott</i> | Treater<br><i>Steve Orlando</i> |
| Service Units<br><i>27283/19959/20920/19832/21010</i> |                                      |                                 |
| Driver Names<br><i>Dalanda Rousch E.J. Mcblaw</i>     |                                      |                                 |

| Time           | Casing Pressure | Tubing Pressure | Bbls. Pumped | Rate     | Service Log  |
|----------------|-----------------|-----------------|--------------|----------|--|
| <i>9:30 AM</i> |                 |                 |              |          | <i>On location, Safety Meeting</i>                 |
|                |                 |                 |              |          | <i>Run 8 5/8 8 5/8 Surface 24"</i>                 |
|                |                 |                 |              |          | <i>Casing on Bottom</i>                            |
| <i>4:35</i>    | <i>100</i>      |                 | <i>3</i>     | <i>5</i> | <i>Hook up to casing Block Circ w/Rig</i>          |
| <i>4:36</i>    | <i>0</i>        |                 | <i>83.5</i>  | <i>5</i> | <i>H2O Ahead</i>                                   |
|                |                 |                 |              |          | <i>Mix 375 sh 60/40 P02 @ 14.75%<br/>Shut Down</i> |
|                |                 |                 |              |          | <i>Clear Pump Line</i>                             |
| <i>4:55</i>    | <i>0</i>        |                 | <i>0</i>     | <i>4</i> | <i>Release Plug</i>                                |
| <i>5:00 AM</i> | <i>250</i>      |                 | <i>21.5</i>  | <i>4</i> | <i>Start H2O Displacement</i>                      |
|                |                 |                 |              |          | <i>Plug Down</i>                                   |
|                |                 |                 |              |          | <i>Count to Surface</i>                            |
|                |                 |                 |              |          | <i>Circulation thru Job</i>                        |
|                |                 |                 |              |          | <i>(Circulated 8 bbl Count to pit</i>              |

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