

CONFIDENTIAL

1/22/09

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

1/20/10
Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 32811
 Name: Osage Resources, L.L.C.
 Address 1: 6209 N Hwy K61
 Address 2: _____
 City: Hutchinson State: KS Zip: 67502 + _____
 Contact Person: Benjamin W. Crouch
 Phone: (620) 664-9622
 CONTRACTOR: License # 33724
 Name: Vision Oil & Gas Services *WARREN DRILLING, LLC*
 Wellsite Geologist: _____
 Purchaser: OneOk
 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.)

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Workover
JAN 20 2009
KDD

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.: _____

<u>10/28/08</u>	<u>11/06/08</u>	<u>11/08/08</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 15-007-23379-00-00
 Section Description: _____
 SW NE SE NW NE SE Sec. 14 Twp. 33 S. R. 15 East West
2010 Feet from North / South Line of Section
655 Feet from East / West Line of Section
 Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
 County: Barber
 Lease Name: Osage No. Well #: 125
 Field Name: Aetna Gas Area
 Producing Formation: Mississippian
 Elevation: Ground: 1844' Kelly Bushing: 1852'
 Total Depth: 5407' Plug Back Total Depth: 5346'
 Amount of Surface Pipe Set and Cemented at: 237 Feet
 Multiple Stage Cementing Collar Used? Yes No
 If yes, show depth set: _____ Feet
 If Alternate II completion, cement circulated from: _____
 feet depth to: _____ w/ _____ sx cmt.

Drilling Fluid Management Plan *AHINS 10-6-09*
 (Data must be collected from the Reserve Plt)
 Chloride content: _____ ppm Fluid volume: _____ bbls
 Dewatering method used: _____
 Location of fluid disposal if hauled offsite: _____
 Operator Name: _____
 Lease Name: _____ License No.: _____
 Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
 County: _____ Docket No.: _____

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

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

Signature: *Benjamin W. Crouch*
 Title: Vice President Date: 11/9/2008
 Subscribed and sworn to before me this 9th day of November
20 08
 Notary Public: *Brooke C. Maxfield*
 Date Commission Expires: 12/28/2009

NOTARY PUBLIC - State of Kansas
 BROOKE C. MAXFIELD
 My Appt. Exp. 12/28/09

KCC Office Use ONLY

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

RECEIVED
 KANSAS CORPORATION COMMISSION
JAN 22 2009

CONSERVATION DIVISION
WICHITA, KS

Operator Name: Osage Resources, L.L.C. Lease Name: Osage No. Well #: 125
 Sec. 14 Twp. 33 S. R. 15 East West County: Barber

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 type="checkbox"/> Yes <input checked="" 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: Density, Resistivity, Sonic, Microlog, CBL	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum Lansing -2367 MSL BKC -2815 MSL Marmaton -2852 MSL Mississippian -2974 MSL Kinderhook -3135 MSL Viola -3301 MSL
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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"	23#	237'	60/40 Poz	210	2%gel+3%CalSet+1/4#sx cello
Production	7 7/8"	5 1/2"	15.5#	5398'	A-Con	125	2%CC+0.2%CalSet+1/4#sx cello
					AA-2	275	5%CalSet+ 1/4#sx cello

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>
		RECEIVED KANSAS CORPORATION COMMISSION JAN 22 2009 CONSERVATION DIVISION WICHITA, KS

TUBING RECORD: Size: _____ Set At: _____ Packer At: _____		Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of First, Resumed Production, SWD or Enhr. _____		Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____	
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls. Gas-Oil Ratio Gravity

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

energy services, L.P.

1/26/09

FIELD ORDER

21018

Subject to Correction

Date	11-08-08	Customer ID		Lease	Osage North	Well #	125	Legal	14-33-15
CHARGE	Osage	RCC JAN 20 2009 CONFIDENTIAL	County	Barber	State	KS	Station	1975	
			Depth	5397.50	Formation		Shoe Joint	37.58	
			Casing	5 1/2"	Casing Depth	5397.50	TD	5398'	Job Type
AFE Number		PO Number		Customer Representative	Jeff Dale	Treater	Garry Humphries TR		
				Materials Received by	X				

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
Lib	CL101	125 SK	A-Con Blend Common		2250.00
	CL105	275 SK	AA2 Cement		4675.00
	CL103	25 SK	60/40 Poz		300.00
	CC102	100 lb	Cello-flake		370.00
	CC105	2lb	De-foamer		109.00
	CC109	236 lb	Calcium Chloride		247.80
	CC111	1516 lb	Salt		758.00
	CC115	283 lb	Gas-Blok		1457.45
	CC129	243 lb	FLA-115		3645.00
	CC201	1375 lb	Gilsonite		921.25
	CC155	500 gal	Superflush II		765.00
Lib	CF607	1 ea	Latch down Plug + Baffle		400.00
Pratt	CF851	1 ea	5 1/2" Float Shoe		425.00
Lib	CF1651	3 ea	Turbolizer		330.00
	CF1901	3 ea	Basket		870.00
	CF3000	1 ea	Threadlock Kit		34.00
	E101	165 mi	Towx Mileage		1155.00
	E113	1097 TM	Proppant + Bulk Delivery Charge		1755.20
	E100	55 mi	Pickup Mileage		233.75
	CE240	425 SK	Blending + Mixing Service Charge		595.00
	5003	1 ea	Service Supervisor		175.00
	CF206	1 4hrs	Depth Charge 5001'-6000'		2880.00
Lib	CE504	1 job	Plug Container Utilization Charge		250.00
				Discounted Total -	#
				Plus Tax -	20,169.09

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CONSERVATION DIVISION
WICHITA, KS

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4/26/09

FIELD ORDER 19055

Subject to Correction

Date	10-25-08	Customer ID		Lease	ND DIMIT NORTH	Well #	125 0009	Legal	3-33-15
				County	BARBER	State	KS.	Station	PRATT
CHARGE	USAGE RESOLVING			Depth	Formation		Shoe Joint 39.63		
	Casing	5 1/2	Casing Depth	5279	TD	5319	Job Type INW-L.S.		
	Customer Representative				JEFF DALE		Treater		
						BOBBY DEANE			

AFE Number		PO Number		Materials Received by	X
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	CP101	125SK.	A-10N BIRDS (COMMON)		2250 ⁰⁰
P	CP105	275SK.	AAR PLUMENT		4675 ⁰⁰
P	CP103	255SK.	100/40 P102		300 ⁰⁰
P	CC102	1001b.	CC10-FLANK (POWDER)		370 ⁰⁰
P	CC105	211b.	DI-FORMIC (POWDER)		104 ⁰⁰
P	CC109	2961b.	CALCIUM CHLORIDE		247 ⁸⁰
P	CC111	15161b.	SALT (FINE)		758 ⁰⁰
P	CC115	2431b.	GAS-BLUR		1457 ⁴⁵
P	CC129	2431b.	FLA-322		1822 ⁵⁰
P	CC201	13751b.	GILSONITE		721 ³⁵
P	CF155	500gal.	SUPER FLUSH II		765 ⁰⁰
P	CF607	1 ea.	LATCH DOWN PLUG + BARRIER, 5 1/2" (BLUE)		400 ⁰⁰
P	CF1021	1 ea.	CEMENTING SHOE PLUG TYPE "H", 5 1/2" (BLUE)		3700 ⁰⁰
P	CF1651	3 ea.	TEAROUTER, 5 1/2" (BLUE)		330 ⁰⁰
P	CF1901	3 ea.	5 1/2" BASKET (BLUE)		270 ⁰⁰
P	CF3000	1 ea.	INDUSTRIAL PUMP/TANKS FOR HIT		34 ⁰⁰
P	ET01	165ml.	HEAVY EQUIPMENT MAINTENANCE		1155 ⁰⁰
P	ET13	1097ml.	BLUR DETOUR		1755 ³⁰
P	ET20	55ml.	PICKUP MAINTENANCE		233 ⁷⁵
P	CE240	475SK.	BLINDING + MIXING SERVICE CHARGE		595 ⁰⁰
P	S003	1 ea.	SERVI SUPERVISOR		175 ⁰⁰
P	CF206	1 ea.	DEPTH CHANGE, 5001'-6000'		2820 ⁰⁰
P	CF504	1 ea.	PLUG CONTAINER		250 ⁰⁰
DISCOUNTED PRICE-					21,360 ⁴⁴

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JAN 22 2009
CONSERVATION DIVISION
WICHITA, KS

As consideration, the Customer agrees:

- a)** To pay BASIC ENERGY SERVICES, L.P. in accordance with the rates and terms stated in BASIC ENERGY SERVICES, L.P.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.
- b)** To defend indemnify, release and hold harmless BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:
1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
 3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at BASIC ENERGY SERVICES, L.P., Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

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

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

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

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

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

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

BASIC

energy services, L.P.

08701
FIELD ORDER 19093

Subject to Correction

Date 10-28-08	Customer ID	Lease OSAGE	Well # 125	Legal 14-33-15
		County BARBER	State KS	Station Platt
		Depth 220'	Formation	Shoe Joint 28'
OSAGE Resources LLC		Casing 8 5/8	Casing Depth/ 220'	TD
		Customer Representative Robert Johnson		

AFE Number _____ PO Number _____ Materials Received by **X** **CONFIDENTIAL** **DLS**

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	CP103	210 sk	60/40 po2	/	2520.00
	CC102	53 lb	Cellfak	/	196.10
	CC109	543.15	Calcium chloride	/	570.15
	CF153	1 EA	Wooden cmt Plug 8 5/8	/	160.00
	CF753	1 EA	Baffle Plate	/	170.00
	CF1753	1 EA	Controlzon	/	90.00
	CF1903	1 EA	BAcket	/	315.00
	CF3000	1 EA	Thread Lock Kit	/	34.00
	E101	110 mi	Heavy Equip milage	/	770.00
	E113	498 sm	Bulk Delivery	/	794.80
	E100	55 mi	Pickup milage	/	283.75
	CE240	210 sk	Blending & mixing charge	/	294.00
	3003	1 EA	Service Supervisor	/	175.00
	CE200	1 EA	4hr Depth charge 0-500'	/	1,000.00
P	CE504	1 EA	plug container Rental	/	250.00

KANSAS CORPORATION COMMISSION
 MAY 11 2009
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Discounted price
 Thank you
 (2,211.34)