

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
October 2008
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 6039
Name: L D DRILLING, INC.
Address 1: 7 SW 26 AVE.
Address 2: _____
City: GREAT BEND State: KS Zip: 67530 + 6625
Contact Person: L D DAVIS
Phone: (620) 793-3051
CONTRACTOR: License # 33323
Name: PETROMARK DRILLING, LLC
Wellsite Geologist: KIM SHOEMAKER
Purchaser: _____
Designate Type of Completion:
____ New Well ____ Re-Entry ____ Workover
 Oil ____ SWD ____ SIOW
____ Gas ____ ENHR ____ SIGW
____ CM (Coal Bed Methane) ____ Temp. Abd.
____ Dry ____ Other _____
(Core, WSW, Expl., Cathodic, etc.)

If Workover/Re-entry: Old Well Info as follows:
Operator: _____
Well Name: _____
Original Comp. Date: _____ Original Total Depth: _____
____ Deepening ____ Re-perf. ____ Conv. to Enhr. ____ Conv. to SWD
____ Plug Back: _____ Plug Back Total Depth
____ Commingled Docket No.: _____
____ Dual Completion Docket No.: _____
____ Other (SWD or Enhr.?) Docket No.: _____
09/17/2009 9/24/2009 10/05/2009
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 009-25334-00-00
Spot Description: _____
SE NW NW Sec. 3 Twp. 19 S. R. 15 East West
990 Feet from North / South Line of Section
990 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: BARTON
Lease Name: RABEN Well #: 1-3
Field Name: OTIS-ALBERT
Producing Formation: _____
Elevation: Ground: 1985' Kelly Bushing: 1990'
Total Depth: 3699' Plug Back Total Depth: 3674'
Amount of Surface Pipe Set and Cemented at: 967 Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set: 2044.09 Feet
If Alternate II completion, cement circulated from: 2044.09
feet depth to: SURFACE w/ 125 ^{sq cmt.}

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.: _____

Att-1 - Dlg - 3/16/10

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: [Signature]
Title: CLERK Date: MARCH 10, 2010
Subscribed and sworn to before me this 11 day of March,
20 10
Notary Public: [Signature] Sharis Bayless
Date Commission Expires: 7-02-2013



KCC Office Use ONLY

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

RECEIVED
MAR 12 2010

KCC WICHITA

Operator Name: L D DRILLING, INC. Lease Name: RABEN Well #: 1-3
 Sec. 3 Twp. 19 S. R. 15 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 <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: DUAL INDUCTION, DUAL COMPENSATED POROSITY, MICRORESISTIVITY, & SONIC CEMENT BOND LOG	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum SEE ATTACHED
--	---

CASING RECORD <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE - NEW	12 1/4"	8 5/8"	24#	967'	A-CON	200	
SURFACE cont					COMMON	175	3%CC,2%Gel,1/4#CF
PRODUCTION-USED	7 7/8"	5 1/2"	15.5#	3696'	60/40 POZMIX	125	18%Salt,.5%Frict

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>	Depth
2	3580 - 3588'	500 gal 10% OSA	
		1000 gal 7 1/2% NE/FE	
			RECEIVED
			MAR 12 2010
			KCC WICHITA

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. Temporary walk off, will complete later.		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 checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
---	---	--

DAILY DRILLING REPORT

*** Subject to 1/16th of 7/8's Override

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

LEASE: **RABEN #1-3**

SE NW NW Sec 3-19-15

WELLSITE GEOLOGIST: **Kim Shoemaker**

Barton Co., KS

CONTRACTOR: **Petromark Drilling, LLC**

ELEVATION: **GR: 1985'**

KB: 1990'

SPUD: **9/17/09 @ 11:15 A.M.**

PTD: **3600'**

SURFACE: **Ran 23 jts New 24# 8 5/8" Surface Casing, Tally 970.2', Set @ 967', w/ 200 sx A-Con & 175 sx Common, 3 % CC, 2% Gel, 1/4# Cellflake, DID CIRCULATE, by Basic Energy, Ticket # 0755, Plug Down @ 11:00 A.M.**

9/17/09 Move in, rig up & spud
 9/18/09 972' Wiper Trip - Circulate to run 8 5/8" Csg
 Will Drill Plug @ 11:00 P.M.
 9/19/09 1425' DST #1
 9/20/09 1912' DST #2
 9/21/09 2720' Drilling
 9/22/09 3330' Preparing for DST #3
 9/23/09 3573' Drilling
 9/24/09 3616' CFS
 9/25/09 3699' RTD - Preparing to run Casing

Ran 90 jts Used 15.5# 5 1/2" Production Casing
 Tally 3699.26, Shoe jt 15.15', Set @ 3696'
 Port Collar @ 2044.09', w/ 125 sx 60/40 Pozmix,
 18% Salt, .5% Friction Reducer, 5# Gilsonite
 25 sx in Rathole by Basic Energy
 Plug Down @ 1:45 P.M. on 9/25/09

DST #1 1816 - 1880' Chase
 TIMES: 30-45-45-60
 BLOW: 1st Open: strong bob in 14 min
 2nd Open: strong bob in 21 min
 RECOVERY: 60' vslw&gcm (2%w, 3%g,
 95% mud)
 IFP: 31-62 ISIP: 217
 FFP: 69-83 FSIP: 187
 TEMP: 85 degrees

DST #2 1864 - 1912' Winfield
 TIMES: 30-45-45-60
 BLOW: 1st Open: strong bob in 11 min
 2nd Open: strong bob in 18 min
 RECOVERY: 230' slg&mcw (5%g, 5% m,
 90% water)
 IFP: 34-102 ISIP: 371
 FFP: 106-148 FSIP: 367
 TEMP: 85 degrees

DST #3 3285 - 3330' Lansing/Kansas City A-B
 TIMES: 30-45-45-60
 BLOW: 1st Open: strong bob in 8 min
 2nd Open: strong bob in 12 min
 RECOVERY: 630' gw w/ show of oil thru-out
 (10%g, 90%w)
 IFP: 30-178 ISIP: 1016
 FFP: 183-345 FSIP: 1013
 TEMP: 118 degrees

RECEIVED
 MAR 12 2010
 KCC WICHITA

DAILY DRILLING REPORT

OPERATOR:	L. D. DRILLING, INC.	LEASE:	RABEN #1-3
			SE NW NW Sec 3-19-15
WELLSITE GEOLOGIST:	Kim Shoemaker		Barton Co., KS
CONTRACTOR:	Petromark Drilling, LLC	ELEVATION:	GR: 1985'
			KB: 1990'
SPUD:	9/17/09 @ 11:15 A.M.	PTD:	3600'

DST #4 3507 - 3600' Reagan Sand

TIMES:	30-45-45-60	IFP:	55-61	ISIP:	721
BLOW: 1st Open:	strong bob in 1 min, gts 10 min	FFP:	70-83	FSIP:	647
2nd Open:	strong gts throughout	TEMP:	120 degrees		
RECOVERY:	170' gcm (10% g, 90% m)				

DST #5 3593 - 3608' Reagan Sand

TIMES:	30-45-45-60	IFP:	56 - 64	ISIP:	723
BLOW: 1st Open:	strong bob in 30 sec, gts 28min	FFP:	63 - 77	FSIP:	646
2nd Open:	strong gts throughout	TEMP:	120 degrees		
RECOVERY:	80' vslocgm (2% o, 15% g, 83% m)				

DST #6 3605 - 3619' Reagan Sand

TIMES:	30-45-45-60	IFP:	32-61	ISIP:	791
BLOW: 1st Open:	strong bob in 3 min	FFP:	55-84	FSIP:	756
2nd Open:	strong bob in 1 min; gts 50 min	TEMP:	121 degrees		
RECOVERY:	80' o&gcm (8%o, 10%g, 82% m); 90' gw (10%g, 90%w)				

SAMPLE TOPS:

LOG TOPS:

Anhy	Top	959	(+1031)	962	(+1028)
Chase		1846	(+144)	1847	(+143)
Winfield		1899	(+91)	1900	(+90)
Neva		2354	(-364)	2352	(-362)
Stotler		2693	(-703)	2692	(-702)
Tarkio		2752	(-762)	2750	(-760)
Howard		2891	(-901)	2890	(-900)
Topeka		2965	(-975)	2964	(-974)
Heebner		3208	(-1218)	3208	(-1218)
Brown Lime		3281	(-1291)	3281	(-1291)
Lansing		3290	(-1300)	3288	(-1298)
Base Kansas City		3510	(-1520)	3510	(-1520)
Arbuckle		3589	(-1599)	3594	(-1604)
Reagan Sand		3594	(-1604)	3602	(-1612)
Granite Wash		3654	(-1664)	3654	(-1664)
RTD / LTD		3699	(-1709)	3699	(-1709)



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 0755 A

DATE _____ TICKET NO. _____

DATE OF JOB: 09-13-09	DISTRICT: W-27	NEW WELL <input type="checkbox"/>	OLD WELL <input type="checkbox"/>	PROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:		
CUSTOMER: L.D. Drilling	LEASE: RABEN	WELL NO. 1-3							
ADDRESS: [unclear]	COUNTY: BARTON	STATE: KS							
CITY: [unclear]	STATE: [unclear]	SERVICE CREW: Sullivan, Smith, [unclear]							
AUTHORIZED BY: [unclear]	JOB TYPE: CWCW 8 3/4								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
19959/20970	35						09-13-09		
						ARRIVED AT JOB		AM	9:30
						START OPERATION		AM	11:30
						FINISH OPERATION		AM	11:00
						RELEASED	09-16-09	AM	11:30
						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
CP 101	1/2" cas	SK	200		3600.00
CP 102	Continous cas	SK	195		2,800.00
CC 102	C/Hak	lb	94		347.80
CC 109	CALCAS	lb	1,057		1,111.95
CC 200	Cas 90L	lb	330		92.50
CF 153	TOP Joints Plug 8 3/4	CA	1	160.-	160.00
C 101	Hung 2nd Plug	m	124		940.00
C 113	Both Plug	m	1,037		1,694.40
C 100	Plug on the	m	60		255.00
CE 240	Drilling - [unclear]	SK	375		525.00
CE 201	Depth change 501-1000 4 hr	SK	1		1,200.00
CE 204	Plug Conductor Bit	CA	1		250.00

RECEIVED
MAR 12 2010
KCC WICHITA

CHEMICAL / ACID DATA:

SUB TOTAL	6912.07
SERVICE & EQUIPMENT	%TAX ON \$
MATERIALS	%TAX ON \$
TOTAL	

SERVICE REPRESENTATIVE: [Signature]
THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]
(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 not 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 <i>L.D. Drilling</i>	Lease No.	Date <i>09-18-09</i>
Lease <i>RABEN 1</i>	Well # <i>1-3</i>	
Field Order # <i>0755</i>	Station <i>PRATT</i>	Casing <i>8 5/8</i>
		Depth <i>971' 94"</i>
Type Job <i>CNW 8 5/8 Surface</i>	Formation	County <i>BARTON</i>
		State <i>KS</i>
		Legal Description <i>3-19-15</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>8 5/8</i>				Pre Pad	Max		5 Min.	
Depth <i>971' 94"</i>	Depth	From	To	Pad	Min		10 Min.	
Volume <i>60</i>	Volume	From	To	Frac	Avg		15 Min.	
Max Press <i>300</i>	Max Press	From	To		HHP Used		Annulus Pressure	
Well Connection <i>P.C.</i>	Annulus Vol.	From	To	Flush	Gas Volume		Total Load	
Plug Depth <i>951' 94"</i>	Packer Depth	From	To					

Customer Representative	Station Manager <i>DAVE SCOTT</i>	Treater <i>Robert Johnson</i>
-------------------------	--------------------------------------	----------------------------------

Service Units	<i>19867</i>	<i>19859</i>	<i>20920</i>	<i>19826</i>	<i>19860</i>				
Driver Names	<i>Sullivan</i>	<i>Shields</i>	<i>Morgan</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>0730 Am</i>					<i>on bc. 24' maty</i>
					<i>Run 23 J.T.S 24' 8 5/8 CS9</i>
<i>1000</i>					<i>CS9 ON BOTTOM</i>
<i>1010</i>					<i>Hook Rig to circ.</i>
<i>1025</i>	<i>100</i>		<i>5</i>	<i>5</i>	<i>St 4th SPACER</i>
			<i>91</i>	<i>5.5</i>	<i>St Lead cont 200 st A-CUN @ 12th gal</i>
			<i>47</i>	<i>5.5</i>	<i>St Tail cont 175 st com. 2% gal 3% cc 1/11th gals</i>
<i>1050</i>					<i>Release Plug</i>
<i>1052</i>	<i>150</i>			<i>5</i>	<i>St Pump</i>
<i>1100</i>			<i>60</i>		<i>Plug down</i>
					<i>circled 20 BAC cont to pit</i>
					<i>job complete</i>
					<i>Thank you</i>

RECEIVED

MAR 12 2010

KCC WICHITA

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 <i>L.D. Drilling</i>	Lease No.	Date <i>9-25-09</i>
Lease <i>Raban</i>	Well # <i>1-3</i>	
Field Order # <i>17180624</i>	Station <i>Pratt</i>	Casing <i>5 1/2 15.5"</i>
		Depth <i>3696</i>
Type Job <i>CNW-5 1/2 L.S.</i>	Formation	County <i>Barton</i>
		State <i>KS</i>
		Legal Description <i>3-19-15</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>5 1/2 15.5"</i>				<i>125 sks 60/40 po2</i>				
Depth <i>3696</i>	Depth	From	To	Pre Pad <i>1.18 yield</i>	Max		5 Min.	
Volume <i>87.97</i>	Volume	From	To	Pad <i>25 sks 60/40 po2</i>	Min		10 Min.	<i>12.45</i>
Max Press	Max Press	From	To	Frac <i>RH</i>	Avg		15 Min.	<i>1.45</i>
Well Connection <i>S.C.</i>	Annulus Vol.	From	To		HHP Used		Annulus Pressure	<i>200</i>
Plug Depth <i>3680</i>	Packer Depth	From	To	Flush <i>87.6</i>	Gas Volume		Total Load	

Customer Representative	Station Manager <i>Dave Scott</i>	Treater <i>Steve Orlando</i>
-------------------------	--------------------------------------	---------------------------------

Service Units	<i>27283</i>	<i>29463</i>	<i>19831</i>	<i>19862</i>					
Driver Names	<i>Orlando</i>	<i>Lesley</i>	<i>E.I. McGraw</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>7:30 AM</i>					<i>(On location Safety Meeting</i>
					<i>Run 90 Jts 5 1/2 15.5" Casing</i>
					<i>Port collar on jt 41 2044'</i>
					<i>Basket on JT 40</i>
					<i>Centralizers 1-3-5-7-9-44-46</i>
					<i>AA casing on Bottom</i>
<i>12:00 PM</i>					<i>Hook up to casing Break Circ w/Rig</i>
<i>1:15</i>	<i>300</i>		<i>12</i>	<i>6</i>	<i>Mud Flush</i>
<i>1:17</i>	<i>300</i>		<i>3</i>	<i>6</i>	<i>H2O Spacer</i>
<i>1:18</i>	<i>250</i>		<i>26</i>	<i>6</i>	<i>Mix 125 sks 60/40 po2 @ 15.4#/gal</i>
					<i>Shut Down - Clear pump + line</i>
					<i>Release Plug</i>
<i>1:30</i>	<i>0</i>		<i>0</i>	<i>7</i>	<i>Start Displacement RECEIVED</i>
<i>1:40</i>	<i>300</i>		<i>75</i>	<i>6</i>	<i>Lift Pressure MAR 12 2010</i>
<i>1:42</i>	<i>500</i>		<i>78</i>	<i>5</i>	<i>Slow Rate</i>
<i>1:45</i>	<i>1500</i>		<i>88</i>	<i>4</i>	<i>Plug Down - He KCC WICHITA</i>
					<i>Circulation thru job</i>
					<i>Mix 25 sks 60/40 po2 RH</i>
					<i>Job Complete</i>
					<i>Thanks Steve</i>