

CONFIDENTIAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1
September 1999
Form Must Be Typed

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

5/22/09

KCC
MAY 27 2008

Operator: License # 5263

Name: Midwestern Exploration Co.

Address: 3500 S. Boulevard, Suite 2B

City/State/Zip: Edmond, Oklahoma

Purchaser: Timberland Gathering and Gas Co., Inc.

Operator Contact Person: Dale J. Lollar

Phone: (405) 340-4300

Contractor: Name: Beredco, Inc.

License: 5147

Wellsite Geologist: Tom Williams

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Designate Type of Completion:

New Well Re-Entry Workover

Oil SWD SIOW Temp. Abd.

Gas ENHR SIGW

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./SWD

Plug Back Plug Back Total Depth

Commingled Docket No. _____

Dual Completion Docket No. _____

Other (SWD or Enhr.?) Docket No. _____

1-27-08 2-6-08 4-16-08

Spud Date or Date Reached TD Completion Date or

Recompletion Date Recompletion Date

API No. 15 - 189-22633-0000

County: Stevens

NE NW Sec. 15 Twp. 35 S. R. 35 East West

526600 feet from S N (circle one) Line of Section

1980 feet from E W (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name: Streeter Well #: 1-15

Field Name: Gooch

Producing Formation: Morrow

Elevation: Ground: 2,980' Kelly Bushing: 2,994'

Total Depth: 6,750 Plug Back Total Depth: 6,295'

Amount of Surface Pipe Set and Cemented at 1,647 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 APP INJ 6-23-09
(Data must be collected from the Reserve #)

Chloride content 1100 ppm Fluid volume 14000 bbls

Dewatering method used Evaporation

Location of fluid disposal if hauled offsite: _____

Operator Name: _____

Lease Name: _____ License No.: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Docket No.: _____

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

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

Signature: [Signature]

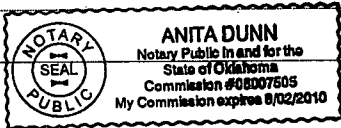
Title: President Date: 5/21/08

Subscribed and sworn to before me this 22nd day of May

20 08

Notary Public: [Signature]

Date Commission Expires: 08/02/2010



KCC Office Use ONLY

Letter of Confidentiality Received

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution

RECEIVED

MAY 27 2008

KCC WICHITA

Operator Name: Midwestern Exploration Co. Lease Name: Streeter Well #: 1-15
 Sec. 15 Twp. 35 S. R. 35 East West County: Stevens

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: Dual Induction Compensated Neutron Density Microlog	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Datum K.B.</th> </tr> </thead> <tbody> <tr> <td>B. Heebner</td> <td>4,332</td> <td>(-1,338')</td> </tr> <tr> <td>Toronto</td> <td>4,344</td> <td>(-1,350')</td> </tr> <tr> <td>Lansing</td> <td>4,447'</td> <td>(-1,453')</td> </tr> <tr> <td>Marmaton</td> <td>5,204'</td> <td>(-2,210')</td> </tr> <tr> <td>Cherokee Shale</td> <td>5,604'</td> <td>(-2,610')</td> </tr> <tr> <td>Morrow Shale</td> <td>5,952'</td> <td>(-2,958')</td> </tr> <tr> <td>Chester "C" Lime</td> <td>6,337'</td> <td>(-3,343')</td> </tr> <tr> <td>STE Genevive</td> <td>6,707'</td> <td>(-3,713')</td> </tr> </tbody> </table>	Name	Top	Datum K.B.	B. Heebner	4,332	(-1,338')	Toronto	4,344	(-1,350')	Lansing	4,447'	(-1,453')	Marmaton	5,204'	(-2,210')	Cherokee Shale	5,604'	(-2,610')	Morrow Shale	5,952'	(-2,958')	Chester "C" Lime	6,337'	(-3,343')	STE Genevive	6,707'	(-3,713')
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CASING RECORD <input 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
Conductor	25"	20"	--	40	Grout	8	--
Surface	12 1/4	8 5/8	24	1647'	ACon & Prem	600	2% CC 1/4 Cellflake
Production	7 7/8	4 1/2	10.5	6,742'	AA2	195	10% Salt 5% Gilsonite

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 checked="" type="checkbox"/> Plug Off Zone	6640-42'	Class H	100	2% CC

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
		Amount	Kind	
4	6640-42'	Sq w/100 sx	Top	6,627'
4	6610-20', Set CIBP @ 6500' w/2 sx cement @ 6490'			
4	6312-36'	Acid w/2500 gal 7 1/2 NEFE		
--	CIBP @ 6305' w/2 sx cmt @ 6295'			
4	6278-6288'	Acid w/1000 gal 7 1/2 NEFE		

TUBING RECORD	Size 2 3/8	Set At 6242'	Packer At --	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumerd Production, SWD or Enhr. 5/20/08	Producing Method <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls. 0	Gas Mcf 1100	Water Bbls. 0	Gas-Oil Ratio --	Gravity
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Disposition of Gas **METHOD OF COMPLETION** Production Interval 6278-6288'

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled
(If vented, Submit ACO-18.) Other (Specify) _____

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, and "CUSTOMER" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "Merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—SERVICE CONDITIONS AND LIABILITIES:

1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES:

1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

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energy services, L.P.

TREATMENT REPORT

Customer <i>Midwestern Expl.</i>	Lease No.	Date
Lease <i>Sreeter</i>	Well # <i>1-15</i>	<i>2-8-08</i>
Field Order # <i>20767</i>	Station <i>1975</i>	Casing <i>4 1/2</i>
Type Job <i>L.S. 4 1/2</i>	Formation <i>CNW</i>	Legal Description <i>15-35-35</i>
	Depth	County <i>Stevens</i>
		State <i>KS</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME	
Casing Size <i>4 1/2</i>	Tubing Size	Shots/Ft		Acid <i>195 gal AA2 - 10% Salt</i>	RATE	PRESS <i>5 #</i>	ISIP <i>5110 psig</i>
Depth <i>6745.2</i>	Depth	From	To	Pre Pad <i>1.48</i>	Max <i>0.9%</i>	FLA <i>-115</i>	5 Min <i>14 # Dr. Hammer</i>
Volume <i>106.5</i>	Volume	From	To	Pad <i>6.54</i>	Min <i>14 #</i>	Friction <i>Reducer</i>	10 Min
Max Press <i>3000</i>	Max Press	From	To	Frac <i>1003x Neat</i>	Avg	Plug <i>Rat +</i>	15 Min <i>Mouse Holes</i>
Well Connection <i>5</i>	Annulus Vol.	From	To	<i>500 gal - MuO FLUSH</i>	HIP Used		Annulus Pressure
Plug Depth <i>6103.06</i>	Packer Depth	From	To	Flush <i>Water</i>	Gas Volume		Total Load

Customer Representative *Billy* Station Manager *Jerry Barnett* Treater *Garry Humphries*

Service Units	<i>19888</i>	<i>19827</i>	<i>19843</i>	<i>12299</i>	<i>19808</i>				
Driver Names	<i>Garry</i>	<i>Marty</i>	<i>Marty</i>	<i>Santiago</i>					

Time	Casing Pressure	Tubing Pressure	Bois Pumped	Rate	Service Log
<i>0100</i>					<i>Arrive on loc - Safety Meeting - Rig Up</i>
<i>0900</i>					<i>start in hole w/ casing</i>
<i>1700</i>			<i>KCC</i>		<i>Casing on Bottom - Circ. Well</i>
<i>1730</i>	<i>2500</i>				<i>Safety Meeting - Test Lines</i>
<i>1745</i>			<i>21 total</i>	<i>2</i>	<i>Plug Rat + Mouse Holes</i>
					<i>w/ 1003x @ 15.6 #</i>
<i>1800</i>	<i>400</i>		<i>12</i>	<i>4</i>	<i>Pump MuO FLUSH</i>
<i>1804</i>	<i>0150</i>		<i>52</i>	<i>5</i>	<i>Pump Cement Slurry @ 15 #</i>
<i>1820</i>					<i>Clean lines to pit - Drop Plug</i>
<i>1825</i>	<i>900</i>		<i>106.5</i>	<i>6.5</i>	<i>Pump Displacement</i>
<i>1840</i>	<i>1800</i>		<i>106.5</i>	<i>2</i>	<i>Land Plug</i>
<i>1840</i>	<i>0</i>				<i>Release Pressure - Plug Held</i>
<i>1845</i>					<i>Safety Meeting - Rig Down</i>
<i>1930</i>					<i>Crew leave location</i>
					RECEIVED
					MAY 27 2008
					KCC WICHITA
<i>1000 am</i>					<i>Cat line got stuck in Block's - Down - Work on</i>
					<i>Block's</i>
<i>1230 pm</i>					<i>Fixed Cat line problem - Resume Running Casing</i>

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energy services, L.P.

00744

FIELD ORDER

20767

Subject to Correction

Date	2-8-08	Customer ID		Lease	Streater	Well #	1-15	Legal	15-35-35	
C H A R G E	Miowestern Exploration		Depth	6745.21	Formation			Shoe Joint	42.15	
			Casing	4 1/2	Casing Depth	6745.21	TD	6740	Job Type	2.5. CNW
			Customer Representative	Billy		Treater	Garry Humphries JRE			
			AFE Number		PO Number		Materials Received by X Billy Daugherty			

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
Lib	CL105	195 SK	AA2 Cement		3549.00
Lib	CL100	100 SK	Premium / Common		1600.00
Lib	CC111	1066 lb	Salt (fine)		533.00
Lib	CC112	46 lb	Cement Friction Reducer		276.00
Lib	CC124	111 lb	FLA-115	CONFIDENTIAL	1665.00
Lib	CC201	976 lb	Gilsonite	MAY 22 2003	653.92
Lib	CC107	46 lb	CAF-38 DeFoamer KCC		322.00
Lib	CF125	1 ea	Auto Fill Float Shoe 4 1/2"		330.00
Lib	CF606	1 ea	Latch Down Plug + Baffle 4 1/2"		370.00
Lib	CF165	10 ea	Tuckolizer 4 1/2"		850.00
Lib	CF190	1 ea	4 1/2" Basket		270.00
Lib	CC151	500 gal	Mud Flush		430.00
Lib	CF300	1 ea	Industrial Rubber Threadlock Kit		34.00
-Lib	E101	30 mi	Heavy Equip. Mileage		210.00
Lib	CE 240	295 SK	Blending & Mixing Service Charge		413.00
Lib	E113	209 TM	Bulk Delivery Charge		334.40
Lib	CE207	1	Depth Charge 1st 4 HRS 600'-7000'		3240.00
Lib	E100	15 mi	Pickup Mileage		63.75
Lib	S003	1 ea	Service Supervisor 1st 8 Hrs		175.00
Lib	CE504	1 job	Plug Container Utilization Charge		250.00
Lib	CE403	6 HRS	Additional Hrs On Loc		3000.00
Lib	CE503	1 ea	Barrier Connection Above 6'		300.00
Lib	CE403	5 HRS	Additional Hrs - No Charge		---

RECEIVED

MAY 27 2008

Discounted Total -

Plus Tax -

16,038.71

KCC WICHITA

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 is 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.

00723

FIELD ORDER

20784

Subject to Correction

Date 1-29-08		Customer ID		Lease Sreeter	Well # 1-15	Legal 15-35-35	
CHARGE M.I. Western Exp.		Depth		County Stevens	State KS	Station Liberal	
Casing 8 7/8 24"		Casing Depth 1648		TD 1650		Job Type 8 1/2" SUR. CNW	
Customer Representative Billy		Treater M. Cochran JRB		Materials Received by X <i>[Signature]</i>			
AFE Number		PO Number					

Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
LIB.	D101	400sk	A-con Blend		7440.00
	D100	200sk	Premium		3166.00
	C194	141 lb.	Cellflake		521.70
	C310	1504 lb.	Calcium Chloride		1504.00
	C196	76 lb.	WCA-1		1900.00
CONFIDENTIAL					
	F193	1 ea	Guide shoe	MAY 22 2008	285.40
	F233	1 ea	Insert	KCC	275.00
	F103	3 ea	Centralizer		270.00
	F123	1 ea	Basket		332.50
	F145	1 ea	Top Plug		145.70
	F800	1 ea	Threadlock		30.00
	E100	30 mi	Heavy Vehicle Mileage 1-way		150.00
	E107	600sk	Crit Service Chrg.		900.00
	E104	473+mi	Bulk Delivery		676.80
	R204	1 ea	Casing Cement Pump		1376.00
	E101	15 mi	Pick-up Mileage 1-way		45.00
LIB	E891	1 ea	Service Supervisor		150.00
Discounted Total					15334.48
Plus Tax					

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.