

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1

June 2009

Form Must Be Typed

Form must be Signed

All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 6039
Name: L. D. DRILLING, INC.
Address 1: 7 SW 26th AVE.
Address 2: _____
City: GREAT BEND State: KS Zip: 67530 + 6525
Contact Person: L. D. DAVIS
Phone: (620) 793-3051
CONTRACTOR: License # 33905
Name: ROYAL DRILLING, INC.
Wellsite Geologist: JIM MUSGROVE
Purchaser: _____

RECEIVED
KANSAS CORPORATION COMMISSION
JUN 30 2010
CONSERVATION DIVISION
WICHITA, KS

Designate Type of Completion:

- New Well Re-Entry Workover
- Oil WSW SWD SIOW
 Gas D&A ENHR SIGW
 OG GSW Temp. Abd.
 CM (Coal Bed Methane)
 Cathodic Other (Core, Expl., 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
 Conv. to GSW
 Plug Back: _____ Plug Back Total Depth _____
 Commingled Permit #: _____
 Dual Completion Permit #: _____
 SWD Permit #: _____
 ENHR Permit #: _____
 GSW Permit #: _____

01/28/2010 02/04/2010
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 167-23610-0000
Spot Description: _____
S2 NW NW SE Sec. 13 Twp. 12 S. R. 14 East West
2,270 Feet from North / South Line of Section
2,310 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: RUSSELL
Lease Name: REIF Well #: 1-13
Field Name: WILDCAT
Producing Formation: _____
Elevation: Ground: 1742' Kelly Bushing: 1749'
Total Depth: 3462' Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 809 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

(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 #: _____
Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West
County: _____ Permit #: _____

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.

AFFIDAVIT

I am the affiant and I hereby certify that 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: Susan Schneweis - Clerk Date: June 29, 2010

KCC Office Use ONLY

Letter of Confidentiality Received
Date: _____
 Confidential Release Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by: [Signature] Date: 7/6/10

Operator Name: L. D. DRILLING, INC. Lease Name: REIF Well #: 1-13
 Sec. 13 Twp. 12 S. R. 14 East West County: RUSSELL

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 complete copy of all Electric Wire-line 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run:	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample Name Top Datum SEE ATTACHED
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12 1/4"	8 5/8"	24#	809'	60/40 POZMIX	210	4%Gel;1/4#FloSeal

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
	RECEIVED KANSAS CORPORATION COMMISSION JUN 30 2010		
	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 <i>(Submit ACO-5)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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DAILY DRILLING REPORT

OPERATOR: **L. D. DRILLING, INC.** LEASE: REIF #1-13
 S2 NW NW SE Sec 13-12-14
 WELLSITE GEOLOGIST: Jim Musgrove Russell Co., KS
 CONTRACTOR: Royal Drilling ELEVATION: GR: 1742'
 KB: 1749'
 SPUD: 1/28/10 @ 9:00 P.M. PTD: 3500'
 SURFACE: Ran 19 jts 24# 8 5/8" Surface Casing, Set @ 809', w/ 190 sx A-Con &
 175 sx 60/40 Pozmix, Plug, Plug Down 5:30 P.M. by Basic Energy on 1/29/10

1/28/10 Move in, Rig up to Spud
 1/29/10 490' Drilling
 1/30/10 935' Drilling
 1/31/10 2070' Drilling
 2/01/10 2715' Drilling
 2/02/10 3012' Drilling
 2/03/10 3069' on bottom for DST #4
 2/04/10 3286' Drilling ahead for Arbuckle
 2/05/10 3462' RTD - Plugged

RECEIVED
 KANSAS CORPORATION COMMISSION

JUN 30 2010

Plugging: CONSERVATION DIVISION
 WICHITA, KS
 1st Plug @ 3414' w/ 25 sx
 2nd Plug @ 860' w/ 50 sx
 3rd Plug @ 460' w/ 80 sx
 4th Plug @ 40' to Surface w/ 10 sx
 5th Plug @ Rathole w/ 30 sx & Mousehole w/ 15 sx
 Total 210 sx 60/40 Pozmix, 4% Gel, 1/4% FloSeal
 Plug Down @ 11:30 P.M.
 KCC: Ed Shoemaker

SAMPLE TOPS:

Anhydrite	803	(+946)
Heebner	2900	(-1151)
Toronto	2920	(-1171)
Lansing	2953	(-1204)
Base Kansas City	3243	(-1494)
Simpson Shale	3391	(-1642)
Arbuckle	3438	(-1689)
RTD	3462	(-1713)

DST #1 2957 - 2992' LKC "A & B"
 TIMES: 30-30-30-30
 BLOW: 1st Open: weak - 1/4" dead 15 min
 2nd Open: no blow
 RECOVERY: 15' oil specked drilling mud
 IFP: 25-28 ISIP: 349
 FFP: 29-31 FSIP: 95
 TEMP: 90

DST #2 2987 - 3010' LKC "C"
 TIMES: 30-45-45-60
 BLOW: 1st Open: fair (built throughtout to 6")
 2nd Open: fair (built throughtout to 7")
 RECOVERY: 100' Clean Water
 IFP: 24-44 ISIP: 1116
 FFP: 46-71 FSIP: 1097
 TEMP: 98 degrees

DST #3 3014 - 3044' LKC "E"
 TIMES: 30-30-30-30
 BLOW: 1st Open: weak (dead 12 min)
 2nd Open: no blow
 RECOVERY: 5' oil specked drilling mud
 IFP: 26-27 ISIP: 46
 FFP: 27-27 FSIP: 36
 TEMP: 88 degrees

DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC. LEASE: REIF #1-13
S2 NW NW SE Sec 13-12-14
WELLSITE GEOLOGIST: Jim Musgrove Russell Co., KS
CONTRACTOR: Royal Drilling ELEVATION: GR: 1742'
KB: 1749'
SPUD: 1/28/10 @ 9:00 P.M. PTD: 3500'

DST #4 3049 - 3069' LKC "G"

TIMES: 30-30-45-60
BLOW: 1st Open: fair (built throughtout to 3")
2nd Open: fair (built throughtout to 4")
RECOVERY: 60' water w/scum of oil

IFP: 26-38 ISIP: 794
FFP: 39-55 FSIP: 801
TEMP: 94 degrees

DST #5 3108 - 3209' LKC "H,I,J,K,L"

TIMES: 30-30-30-30
BLOW: 1st Open: fair (built throughout to 2 1/2")
2nd Open: weak (built throughout to 1")
RECOVERY: 30' drilling mud

IFP: 28-39 ISIP: 966
FFP: 37-39 FSIP: 881
TEMP: 92 degrees



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 1158 A

DATE _____ TICKET NO. _____

DATE OF JOB 2-4-10 DISTRICT KANSAS		NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.:	
CUSTOMER L.D. Drilling		LEASE Ref 1-13 WELL NO.	
ADDRESS		COUNTY Russell STATE KANS.	
CITY STATE		SERVICE CREW A. Worth K. Lesley M. Null	
AUTHORIZED BY		JOB TYPE: PTA CRW	
EQUIPMENT#	HRS	EQUIPMENT#	HRS
28443 P#	2.45		
27463 P.T	2.45		
19960-19918	2.45		
RECEIVED KANSAS CORPORATION COMMISSION JUN 30 2010 CONSERVATION DIVISION WICHITA, KS			
TRUCK CALLED 2-3-10 AM 1750		ARRIVED AT JOB 2-3-10 AM 1944	
START OPERATION 2-3-10 AM 2100		FINISH OPERATION 2-3-10 AM 2345	
RELEASED 2-3-10 AM 2359		MILES FROM STATION TO WELL 100	

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 103	60/Poz		210-SK		
CC 200	Cement Gel		362-lb		
E101	Heavy Equip mileage		200-mi		
E113	Bulk Oil Charge		905-TW		
E100	unit mileage Charge Pickup		100-mi		
CE 240	Blanding & mixing Service Chg.		210-SK		
S003	Service Supervisor first 8hrs on loc.		1-en		
CE 704	Depth Charge 300'-400'		1-4hrs		
SUB TOTAL					

CHEMICAL / ACID DATA:			

SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		\$4767.00 DLS

SERVICE REPRESENTATIVE Allan F. Worth	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature] (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
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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>2-4-10</i>
Lease <i>Reif</i>	Well # <i>1-13</i>	
Field Order # <i>17481158A</i>	Station <i>Pratt KS</i>	Casing <i>3462 TO</i>
Type Job <i>PTA New Well</i>	Formation <i>SNW</i>	Legal Description <i>13-12-14</i>
		County <i>Russell</i>
		State <i>Ks</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME	
Casing Size	Tubing Size <i>4 1/2</i>	Shots/Ft	<i>210 SK</i>	Acid <i>60/40 Por 4% Gel</i>	RATE	PRESS	ISIP
Depth	Depth	From	To	Pre Pad	Max		5 Min.
Volume	Volume	From	To	Pad	Min		10 Min.
Max Press	Max Press	From	To	Frac	Avg		15 Min.
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative <i>Allen For L.D.</i>	Station Manager <i>Scotty</i>	Treater <i>Allen F. Worth</i>
Service Units <i>28443 27463 19960 19918</i>		
Driver Names <i>Worth K Leslie Mike Null</i>		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>1944</i>					<i>on hoc. Discuss Safety Setup & Plan Job</i>
					<i>Running Drill Pipe Back in Hole</i>
<i>2050</i>					<i>1st Plug @ 284-25 SKs.</i>
			<i>10</i>	<i>4</i>	<i>Pump 10 BBl's H₂O</i>
			<i>6</i>	<i>4</i>	<i>mix + Pump 25 SKs cement @ 13.7 #</i>
			<i>3</i>	<i>4</i>	<i>Pump 3 BBl's H₂O</i>
					<i>Pump 4 BBl's mud.</i>
					<i>Pull Drill Pipe.</i>
<i>2215</i>					<i>2nd Plug @ 860-50 SKs.</i>
			<i>10</i>	<i>4</i>	<i>Pump 10 BBl's H₂O</i>
			<i>12.6</i>	<i>4</i>	<i>Mix + Pump 50 SKs cmt @ 13.7 #</i>
			<i>4</i>	<i>4</i>	<i>Pump 4 BBl's H₂O</i>
					<i>Pull Drill Pipe</i>
<i>2230</i>					<i>3rd Plug 460'-80 SKs</i>
			<i>5</i>	<i>4</i>	<i>Pump 5 BBl's H₂O</i>
			<i>20</i>	<i>4</i>	<i>mix + Pump 80 SKs</i>
			<i>3</i>	<i>4</i>	<i>Pump 3 BBl's H₂O</i>
<i>2330</i>			<i>2.5</i>	<i>1</i>	<i>4th Plug 40' To surface - 10 SKs</i>
<i>2335</i>			<i>7.5</i>	<i>3</i>	<i>Rat Hole 30 SKs -</i>
<i>2340</i>			<i>3.8</i>	<i>2</i>	<i>Mouse Hole 15 SKs.</i>
					<i>Washup Equip + Rack up.</i>
					<i>Job complete. + thanks Allen Keenan Null</i>



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 1363 A

DATE _____ TICKET NO. _____

DATE OF JOB <i>1-29-10</i>		DISTRICT <i>Pratt</i>		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 <i>L.O. Drilling</i>				LEASE <i>Reif 1-13</i>				WELL NO.:							
ADDRESS				COUNTY <i>Russell</i>				STATE <i>Ks</i>							
CITY				STATE				SERVICE CREW <i>Sullivan, Mitchell, NALL</i>							
AUTHORIZED BY				JOB TYPE: <i>CNW 8 1/2 Surface</i>											
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME						
<i>77463</i>	<i>50</i>					<i>1-25-10</i>			<i>1600</i>						
<i>19832/21010</i>	<i>50</i>					ARRIVED AT JOB		AM	<i>1500</i>						
RECEIVED KANSAS CORPORATION COMMISSION JUN 30 2010 CONSERVATION DIVISION WICHITA, KS						START OPERATION		AM	<i>1700</i>						
						FINISH OPERATION		AM	<i>1700</i>						
						RELEASED	<i>1-20-10</i>	AM	<i>1600</i>						
						MILES FROM STATION TO WELL			<i>100</i>						

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

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

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP 101	A-con amt	SK	190	3420.00	3420.00
CP 103	Coil pipe	SK	175		2100.00
CE 102	Coil pipe	lb	92		340.40
CE 109	Calcium chloride	lb	990		1,039.50
CF 105	TOP Rubber plug 2 1/2"	EA	1		225.00
P 101	Heavy End pipe	m	200		1,400.00
P 113	Ball pipe	TON	1650		2,640.00
P 100	rubber collars	ea	100		425.00
CE 240	Blending @ various charge	SK	365		511.00
SE 2	Scraper Superline	EA	1		175.00
CE 201	Depth charge 500' 1000'	EA	1		1,200.00
PE 304	plug container Reel	EA	1		250.00
SUB TOTAL					

CHEMICAL / ACID DATA:			

SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		<i>7,000.00</i>

SERVICE REPRESENTATIVE <i>[Signature]</i>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <i>[Signature]</i>
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 <i>L.P. Dalling</i>	Lease No.	Date <i>1-29-10</i>	
Lease <i>Reif</i>	Well # <i>1-13</i>		
Field Order # <i>1363</i>	Station <i>PRATT</i>	Casing <i>5 1/2</i>	Depth <i>209'</i>
Type Job <i>CNW 8 7/8 Surface</i>	Formation	County <i>Russell</i>	State <i>KS</i>
		Legal Description <i>13-12-14</i>	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>8 7/8</i>								
Depth	Depth	From	To	Pre Pad	Max		5 Min.	
<i>209</i>								
Volume	Volume	From	To	Pad	Min		10 Min.	
<i>49</i>								
Max Press	Max Press	From	To	Frac	Avg		15 Min.	
<i>500</i>								
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
<i>P.C.</i>								
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load	
<i>200</i>								

Customer Representative	Station Manager <i>DAVE SCOTT</i>	Treater <i>Robert Lullman</i>
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Service Units	<i>19867</i>	<i>27463</i>	<i>2010</i>						
Driver Names	<i>Sullivan</i>	<i>metel</i>	<i>NALL</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>1500</i>					<i>on bc softy meter</i>
					<i>RECEIVED KANSAS CORPORATION COMMISSION JUN 30 2010 CONSERVATION DIVISION WICHITA, KS</i>
<i>1630</i>					<i>CASING ON BOTTOM</i>
<i>1645</i>					<i>Hook Up to Break circ.</i>
<i>1700</i>	<i>250</i>		<i>5</i>	<i>5 1/2</i>	<i>At Depth</i>
			<i>86</i>		<i>mix 190 sk A-con</i>
			<i>39</i>		<i>mix 175 sk G/40 p/z</i>
					<i>shut down Release Plug</i>
<i>1725</i>				<i>2</i>	<i>At Depth</i>
<i>1750</i>			<i>49</i>		<i>plug down</i>
					<i>circum 15 bbl to P-1</i>
					<i>Job complete</i>
					<i>Thank you</i>