

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

Form ACO-1
June 2009
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 6039
Name: L. D. DRILLING, INC.
Wellsite Geologist: KIM SHOEMAKER
Purchaser:

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KANSAS CORPORATION COMMISSION

CONSERVATION DIVISION
WICHITA, KS

Designate Type of Completion:

- | | | |
|--|---|-------------------------------------|
| <input checked="" type="checkbox"/> New Well | <input type="checkbox"/> Re-Entry | <input type="checkbox"/> Workover |
| <input type="checkbox"/> Oil | <input type="checkbox"/> WSW | <input type="checkbox"/> SWD |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> D&A | <input type="checkbox"/> ENHR |
| <input type="checkbox"/> OG | <input type="checkbox"/> GSW | <input type="checkbox"/> Temp. Abd. |
| <input type="checkbox"/> CM (Coal Bed Methane) | | |
| <input type="checkbox"/> Cathodic | <input type="checkbox"/> 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 #:

01/27/2010	02/04/2010	
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 063-21810-0000
Spot Description:
NE SE SW NW Sec. 8 Twp. 15 S. R. 29 ☐ East ☒ West
2,120 Feet from ☒ North / ☐ South Line of Section
1,060 Feet from ☐ East / ☒ West Line of Section
Footages Calculated from Nearest Outside Section Corner:
☐ NE ☒ NW ☐ SE ☐ SW
County: GOVE
Lease Name: #1-8 YORK Well #: 1
Field Name: N/A
Producing Formation:
Elevation: Ground: 2543' Kelly Bushing: 2548'
Total Depth: 4270' Plug Back Total Depth:
Amount of Surface Pipe Set and Cemented at: 344 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: 
Title: Susan Schneeweis - 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:  Date: 7/6/10

Operator Name: L. D. DRILLING, INC. Lease Name: #1-8 YORK Well #: 1
 Sec. 8 Twp. 15 S. R. 29 ☐ East ☒ West County: GOVE

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 ☒ Yes ☐ No
 (Attach Additional Sheets)

Samples Sent to Geological Survey ☒ Yes ☐ No

Cores Taken ☐ Yes ☒ No

Electric Log Run ☐ Yes ☒ No

Electric Log Submitted Electronically ☒ Yes ☐ No
 (If no, Submit Copy) **RECEIVED**
KANSAS CORPORATION COMMISSION

List All E. Logs Run:

JUN 30 2010

☐ Log Formation (Top), Depth and Datum ☐ Sample

Name

Top

Datum

SEE ATTACHED

**CONSERVATION DIVISION
 WICHITA, KS**

CASING RECORD ☒ New ☐ 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#	344'	60/40 POZMIX	250	3%CC;2%Gel;1/4#CF

ADDITIONAL CEMENTING / SQUEEZE RECORD

Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
___ Perforate				
___ Protect Casing				
___ Plug Back TD				
___ Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth

TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
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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 (If vented, Submit ACO-18.)	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled (Submit ACO-5) <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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DAILY DRILLING REPORT

OPERATOR: **L. D. DRILLING, INC.** LEASE: **#1-8 YORK #1**
NE SE SW NW Sec 8-15-29
WELLSITE GEOLOGIST: **Kim Shoemaker** Gove Co., KS

CONTRACTOR: **L. D. DRILLING, INC.** ELEVATION: GR: 2543'
KB: 2548'

SPUD: 1/27/2010 @ 8:15 P.M. PTD: 4300'

SURFACE: Ran 8 jts New 24# 8 5/8" Surface Casing, Tally 336.88', Set @ 344',
250 sx 60/40 Pozmix, 3% CC, 2% Gel, 1/4# CellFlake, Did Circulate, by
Basic Energy, Strap & weld 1st 3 jts, Tack weld the rest by Josh York

1/27/10 Move in, Rig up & Spud
1/28/10 347' Waiting on Cement
1/29/10 1550' Drilling
1/30/10 2627' Drilling
1/31/10 3255' Drilling - Displace mud @ 3166'
2/01/10 3715' Drilling
2/02/10 3905' Drilling
2/03/10 4087' Breaking down tool
2/04/10 4214' CFS
2/05/10 4270' RTD

Plugging:

1st Plug @ 1960' w/ 20 sx
2nd Plug @ 950' w/ 100 sx
3rd Plug @ 395' w/ 40 sx
4th Plug @ 40' w/ 10 sx
5th Plug @ Rathole w/ 30 sx
Total 200 sx 60/40 Pozmix, 4% Gel, 1/4# FloSeal
Plug Down @ 6:00 A.M. 2/5/10 by Basic Energy
KCC: Ed Shoemaker

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CONSERVATION DIVISION
WICHITA, KS

DST #1 3776 - 3870' Lansing/Kansas City H/J

TIMES: 30-30-out of hole
BLOW: 1st Open: wbb, built to 3/4" in 30 min
2nd Open: no blow
RECOVERY: 66' mud w/ a show of oil

IFP: 8-40 ISIP: 752
FFP: ----- FSIP: -----
TEMP: 113 degrees

DST #2 4051 - 4087' Pawnee

TIMES: 30-45-45-60
BLOW: 1st Open: built to 1.5" in 30 min
2nd Open: fair blow 6" died down to 4"
RECOVERY: 120' gip; 30'ogcm(10%o,
25%g, 65%m)

IFP: 6-13 ISIP: 389
FFP: 12-17 FSIP: 623
TEMP: 121 degrees

DST #3 4083 - 4151' Myrick / Ft Scott

TIMES: 30-30
BLOW: 1st Open: built to 1/4" in 30 min
2nd Open: na
RECOVERY: 15' mud

IFP: 5-14 ISIP: 1034
FFP: ----- FSIP: -----
TEMP: 114 degrees

DAILY DRILLING REPORT

Page 2

OPERATOR: L. D. DRILLING, INC.

LEASE: #1-8 YORK #1

NE SE SW NW Sec 8-15-29

WELLSITE GEOLOGIST: Kim Shoemaker

Gove Co., KS

CONTRACTOR: L. D. DRILLING, INC.

ELEVATION: GR: 2543'

KB: 2548'

SPUD: 1/27/2010 @ 8:15 P.M.

PTD: 4300'

SAMPLE TOPS:

Anhy	Top	1948	(+600)
Anhy	Base	1979	(+569)
Stotler		3206	(-658)
Heebner		3579	(-1031)
Stark		3872	(-1324)
Base Kansas City		3940	(-1392)
Marmaton		3966	(-1418)
Pawnee		4059	(-1511)
Cherokee		4148	(-1600)
Johnson		4191	(-1643)
Mississippi		4222	(-1674)
Mississippi Spergen		4250	(-1702)
RTD		4270	(-1722)

DST #4 4145 - 4214' Johnson

TIMES: 30-30

BLOW: 1st Open: built to 1/2" in 30 min

2nd Open: -----

RECOVERY: 5' oil specked mud

IFP: 6-9 ISIP: 862

FFP: ----- FSIP: -----

TEMP: 115 degrees



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

1718 1368 A

DATE TICKET NO.

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)

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~~WICHITA, KS~~

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

TOTAL	4,616	30
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SERVICE REPRESENTATIVE <i>Robert J. Miller</i>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY <i>Chris</i> (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
FIELD SERVICE ORDER NO. _____	

Agreement of Terms and Conditions

All sales of services, products, or materials by Basic Energy Services LP, (hereinafter called BES) to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

Terms:

All Service Charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay BES in its office in Cisco, Texas, for all services and materials on or before the 20th of the following month after the date of the invoice. Customers invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees and court costs.

Taxes:

All prices are exclusive of any Federal, State or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable. If payment of any applicable royalty or license fee is required in connection with any service performed by BES for Customer, such royalty or license fee will be billed to the Customer in addition to the price of the services performed.

Special Pricing Provisions:

All materials listed in the price schedule are F.O.B. our field stock.

All prices are subject to change without notice.

The prices in this price list apply to normal operations. Special jobs under unusual circumstances on jobs requiring unusual mobilization of equipment and/or personnel, such as blowouts, experimental jobs, etc., are to be subject to special price quotations.

Orders for products of special design, size or materials are not subject to cancellation after processing of such order has begun by BES. Equipment altered, made to Customer's specifications, or requiring special handling, is subject to special prices.

If materials or services are ordered and the Customer cancels same after the materials have been prepared, a charge will be made to the Customer for expenses incurred.

Customer states that the well and all support personnel and services not being supplied by BES are ready and in condition to receive the materials and services being supplied by BES. Customer will be subject to a charge for "stand-by" time incurred by BES. For all BES services, stand-by time is all time our equipment is on location prior to commencement of operations or after completion of operations and is not operating for reasons not within the control of BES. Stand-by time is calculated from time of arrival on location or arrival time as scheduled by Customer, whichever is later, and until equipment is released by Customer.

Towing Charges:

We will make reasonable attempts to get to and from the well under our own power. Should we be unable to do so because of poor or inadequate road conditions, and it becomes necessary to employ a tractor or other pulling equipment, such equipment will be supplied by the customer, or if furnished by us, the cost will be charged to the customer. In either event, Customer assumes liability for any damages arising from such pulling or arising from inadequate access to the well site.

Product Return:

Any BES Products that have been in the hands of the Customer, if not special or obsolete, will be accepted for credit, subject to our approval and inspection, if they are new unused and in salable condition. The Customer will pay the return freight, and will receive credit at the original purchase price less the original outbound freight. Any material classified or ordered as special is not subject to return or cancellation privileges.

Service Warranty:

There are obviously many conditions in and about the well which we can have no knowledge and over which we can have no control. Therefore, we do not guarantee any particular results from services to be performed hereunder. In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, BES will give Customer the benefit of its best judgment based on its experience in the field. However, due to the Customer's control of the well the impracticality of providing BES with all the data concerning same, and the necessary reliance of BES upon supporting services, data and facts supplied by others, BES does not guarantee or warrant the accuracy or correctness of any facts, information or data furnished by BES or any interpretation of tests, meter readings, chart information, analysis of research or recommendations made by BES, unless caused by the willful misconduct or gross negligence of BES in the preparation of furnishing of such facts, information or data and NO WARRANTY IS GIVEN CONCERNING THE RECOMMENDATIONS MADE OR SERVICES RENDERED BY THE COMPANY AND NO WARRANTY IS MADE CONCERNING THE RESULTS SOUGHT TO BE OBTAINED THROUGH USE OF MATERIALS RECOMMENDED BY THE COMPANY. The Company's liability for injury to all persons or damage to any property or property rights, including but not limited to reservoir damage sub-surface trespass or drainage, etc., occasioned by reason of materials sold or rented or services performed hereunder shall be limited to those occurring due to the acts of willful misconduct or gross negligence of BES, and Customer agrees to be responsible for and indemnify BES against any loss or damage it may sustain by reason of materials sold or rented or services performed hereunder, unless such loss or damage is caused by the willful misconduct or gross negligence of BES.

Product Warranty:

BES warrants all materials, products and supplies manufactured or furnished by it to be free from defects in material and workmanship, under normal use and service, when installed, used and serviced in the manner provided and intended, and that it can convey good title thereto. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BES's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale of use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on the return to BES or at BES's option, to the allowance to the customer of credit for the cost of such items. In no event shall BES be liable for special, incidental, indirect, punitive or consequential damages.

Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons nor for loss or damage arising from the performance of our services or resulting therefrom.

BES shall not be liable or responsible for a Customer shall defend, indemnify, and save BES harmless, and its officers, agents or employees, from and against any and all claims or causes of action for damage to Customer's property and of the well owner, or any third person, and for bodily injury, sickness or disease, including death resulting thereof, brought by or on behalf of Customer, the well owner, or any third person, arising out of or in connection with BES's performance of services or the furnishing of materials, products and supplies, unless caused by the willful misconduct or gross negligence of BES.

Customer shall also be responsible for and shall defend, indemnify and save BES harmless, and its officers, agents or employees, from and against any and all claims, causes of action and liabilities for damages occur-

ring as a result of sub-surface trespass arising out of any oil well operations or services performed by BES, this provision applying to any claims or legal actions or royalty owners, working interest holders, overriding royalty interest holders, or any other person or concern.

Should any of our equipment, tools or instruments become lost in the well when performing or attempting to perform our services hereunder, it is understood that the Customer shall make reasonable effort to recover the lost equipment. The Customer shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of any such lost equipment, tools or instruments and if such equipment, tools or instruments are not recovered, Customer shall pay BES its replacement cost unless such loss is due to the sole negligence of BES. If BES's equipment, tools or instruments are damaged in the well, Customer shall pay BES the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of BES.

Work done by BES shall be under the direction, supervision and control of the owner, operator, or his agent and BES will perform the work as an independent contractor and not as an employee or agent of the owner or operator.

The Customer shall at all times have complete care, custody and control of the well, the drilling and production equipment at the well and the premises about the well.

Any delays or failure by BES in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident riot, acts of God, or any contingencies beyond the reasonable control of BES. Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

General Provisions:

Wherever the initials BES appear in this document, they are intended solely to be an abbreviation of Basic Energy Services LP, and are used in substitution of such full name as if the full name were set out in each instance.

Any modifications of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this document, are hereby objected to BY REQUESTING ANY OF THE GOODS AND SERVICES SET FORTH HEREIN BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT.

BES reserves the right to change or modify the design of any BES product without obligation to furnish or install such changes or modification on products previously or subsequently sold.

Information regarding our services rendered in Customer's well is held in strict confidence and will be released to others only upon written approval by owner, or when required by Federal, State or Local Laws, Regulations, Orders or Ordinances, or for use as evidence in court proceedings involving the subject matter of services rendered.

Failure to enforce any or all of the herein specified terms or conditions in any particular instance shall not constitute a continuing waiver, or preclude subsequent enforcement thereof.

No employee, representative or agent other than an officer of BES is empowered to alter any of the herein specified terms and conditions.

These terms and condition shall be governed by the laws of the State of Texas, and in case of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Customer <u>L.D. Drilling</u>		Lease No. <u> </u>		Date <u> </u>	
Lease <u>YORK</u>		Well # <u>1-E</u>		<u>02-05-10</u>	
Field Order # <u>1366</u>	Station <u>PRATT</u>	Casing <u>O.P.</u>	Depth <u> </u>	County <u>GOVE</u>	State <u>KS</u>
Type Job <u>CNW P.T.A.</u>			Formation <u> </u>	Legal Description <u>8-15-29</u>	

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	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	Station Manager <u>DAVE SCOTT</u>	Treater <u>Robert Sullivan</u>
-------------------------	-----------------------------------	--------------------------------

Service Units	<u>19807</u>	<u>19939</u>	<u>20520</u>	<u>19832</u>	<u>21010</u>						
Driver Names	<u>Sullivan</u>	<u>Boyle</u>		<u>Phyllis</u>							

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
0130					on loc Satty mostly P.T.A.
					① 1960' w/20 sk cnt
0255	100		10	4 1/2	SPACER
			5		cnt
			31		WIP
0310					shot down
					② 950' w/100 sk
0400	100		10	4	SPACER
			25		cnt
			3 1/2		Dis
0415					shot down
					③ 395' w/40 sk
0435			5	4	SPACER
			10		cnt
0445	0		1		Dis
0540			3	2	④ 40' w/10 sk
0550			7		⑤ RH w/30 sk
					job complete
					Thank you

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KANSAS CORPORATION COMMISSION
JUN 30 2010
CONSERVATION DIVISION
WICHITA, KS



BASIC
ENERGY SERVICES

PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET

1718 1198 A

DATE _____ TICKET NO. _____

DATE OF JOB 1-28-10		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 INC		LEASE York		1-8 WELL NO.	
ADDRESS		COUNTY Gove		STATE KANS.	
CITY		STATE		SERVICE CREW A. Werth, C. Roush, Santiago	
AUTHORIZED BY		JOB TYPE 8 5/8 surface		CNW	
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS
28443 P.U.	1	RECEIVED			
19959-20920	1	KANSAS CORPORATION COMMISSION			
30463-1956	1	JUN 30 2010			
		CONSERVATION DIVISION			
		WICHITA, KS			
TRUCK CALLED 1-27-10				DATE	AM PM TIME
ARRIVED AT JOB 1-27-10				PM	1700
START OPERATION 1-28-10				AM	0400
FINISH OPERATION 1-28-10				PM	0500
RELEASED 1-28-10				PM	0530
MILES FROM STATION TO WELL				100-miles	

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

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

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP103	60/40 Poz		250-SK		
CC102	Cell FLAKE		63-1b		
CC109	Calcium Chloride		645-1b		
CF153	Wooden Plug Cement 8 5/8"		1-EN		
E101	Heavy Equip mileage		200-mi		
E113	Bulk Delivery Charge		1075-Tm		
E100	Unit mileage Charge Pickup		100-mi		
CE240	Blending & Mixing Service Chg		250-SK		
5003	Service Supervisor First 8hrs and/or		1-EN		
CE200	Depth Charge D'-500'		1-4hrs		
CE504	Plug Container Utilization chg		1-Job		

CHEMICAL / ACID DATA:

SUB TOTAL

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

TOTAL

11478908

SERVICE REPRESENTATIVE **Allen F. Worth**

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: **Chris**

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

Agreement of Terms and Conditions

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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.

BASIC

energy services, L.P.

TREATMENT REPORT

Customer L.D. Drilling Inc.	Lease No.	Date 1-28-10
Lease YORK	Well # 1-8	
Field Order # 17181198A	Station PRATT	Casing 8 5/8"
Type Job 2-1/8 CASING	Depth 344	County Gove
	Formation CNW	State KANS.
		Legal Description 8-15-29

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 8 5/8"	Tubing Size	Shots/Ft		Acid 60/40 Por		RATE	PRESS	ISIP
Depth 344	Depth	From	To	Pre Pad 14.7		Max		5 Min.
Volume 20	Volume	From	To	Pad		Min		10 Min.
Max Press 250	Max Press	From	To	Frac		Avg		15 Min.
Well Connection P.C.	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth 314	Packer Depth	From	To	Flush Fresh water		Gas Volume		Total Load

Customer Representative Bill Owens	Station Manager Scotty	Treater Allen F. Worth
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Service Units	28443	19959	20920	30463	19566				
Driver Names	Worth	Chad	Roush	SANTING	Chavez				

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
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1830					on loc. Discuss Safety, Setup Plan Job.
01930					Drill Rat Hole
02023					Drill Surface Hole
0300					Start 8 5/8 csg. 24H
0400					Casing @ 344' Hookup + CIR w/ Rig. 25/2 cmt
0400	200#			5	Start mix 250SKS 60/40 Por 20/09ol, 390CC, 1/4" cell Flake @ 14.7
	14				Finish mix cmt
				55	Release wooden Plug. 8 5/8.
	200#				Start Disp. CAP. 20 Bbls
0445			20		Finish Disp. Plug down
	250#				Shut in @ well
	0#				Release PST
					Washup + Rack up Equip.
1730					Job complete.
					cmt. CIR to Pit
					thanks Allen Chad +
					Chazgo