

KANSAS CORPORATION COMMISSION **ORIGINAL**
OIL & GAS CONSERVATION DIVISION

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 + _____
Contact Person: L. D. DAVIS
Phone: (620) 793-3051
CONTRACTOR: License # 33323
Name: PETROMARK DRILLING, LLC
Wellsite Geologist: JEFF CHRISTIAN
Purchaser: M V PURCHASING, LLC

RECEIVED
KANSAS CORPORATION COMMISSION
JUN 11 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 #: _____
11/04/2009 11/12/2009 11/17/2009
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 185-23591-6060
Spot Description: _____
W2_E2_NW_NE Sec. 11 Twp. 22 S. R. 12 East West
660 Feet from North / South Line of Section
1,940 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: STAFFORD
Lease Name: DELORES Well #: 1
Field Name: MAX
Producing Formation: ARBUCKLE
Elevation: Ground: 1835' Kelly Bushing: 1840
Total Depth: 3740' Plug Back Total Depth: 3704'
Amount of Surface Pipe Set and Cemented at: 347 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: CLERK Date: 6/09/2010

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: DG Date: 6/16/10

Operator Name: L. D. DRILLING, INC. Lease Name: DELORES Well #: 1
 Sec. 11 Twp. 22 S. R. 12 East West County: STAFFORD

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 type="checkbox"/> Yes <input checked="" 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 Electric Log Submitted Electronically <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run: DUAL COMPENSATED POROSITY, DUAL INDUCTION & SONIC CEMENT BOND LOG	<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"	23#	347'	60/40 POZMIX	338	3%CC,2%GELC1/4#CF
PRODUCTION	7 7/8"	5 1/2"	15.5#	3739'	60/40 POZMIX	125	18%SALT,5#GIL,1/2%CFR

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 (Amount and Kind of Material Used)	Depth
4	3626 - 3630'	500 gal 20% FE NE ACID	

TUBING RECORD: Size: <u>2 3/8"</u> Set At: <u>3736'</u> Packer At: _____		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR. <u>November 18, 2009</u>		Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____
Estimated Production Per 24 Hours	Oil Bbls. <u>15</u>	Gas Mcf <u>43</u> Water Bbls. _____ Gas-Oil Ratio _____ Gravity _____

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5) (Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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DAILY DRILLING REPORT

OPERATOR: **L. D. DRILLING, INC.** LEASE: **DELORES #1**
 W/2 E/2 NW NE Sec 11-22-12
 WELLSITE GEOLOGIST: Jeff Christian Stafford Co., KS
 CONTRACTOR: Petromark Drilling ELEVATION: GR: 1835'
 KB: 1840'
 SPUD: 11/04/09 @ 6:00 P.M. PTD: 3650'

SURFACE: Ran 8 jts New 23# 8 5/8" Surface Casing, Tally 337, Set @ 347 w/ 338 sx 60/40 Pozmix
 3% CC, 2% Gel, 1/4# Cellflake by Basic Cement , Plug Down @ 2:00 A.M. 11/5/09

10/30/09 Digging Rotary Pits
 11/04/09 Move in, Rig up to Spud
 11/05/09 348' WOC - Drill plug @ 10:00A.M.
 11/06/09 1925' Drilling
 11/07/09 3024' Making Bit Trip
 11/08/09 3355' DST #1
 11/09/09 3475' DST #2
 11/10/09 3675' Drilling - Logging around noon

Ran 93 jts 15.5# 5 1/2" Production Casing, Tally 3733',
 Set @ 3739', w/ 125 sx 60/40 Pozmix, 18% Salt,
 5# Gilsonite, 1/2% CFR, 30 sx 60/40 Pozmix in Rathole
 Plug Down @ 11:30 P.M. 11/10/09
 by Basic Energy

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JUN 11 2010

CONSERVATION DIVISION
 WICHITA, KS

SAMPLE TOPS:

LOG TOPS

Anhy Top	611 (+1229)		
Heebner	3120 (-1280)	3118	(-1278)
Brown Lime	3250 (-1410)	3248	(-1408)
Lansing	3274 (-1434)	3270	(-1430)
Base Ks City	3499 (-1659)	3495	(-1655)
Viola	3534 (-1694)	3532	(-1692)
Simpson	3569 (-1729)	3568	(-1728)
Arbuckle	3627 (-1787)	3624	(-1784)
RTD/LTD	3740 (-1900)	3740	(-1900)

DST #1 3279 - 3355' LKC "A thru F"

TIMES: 30-45-45-60
 BLOW: 1st Open: strong - bob in 5 min
 2nd Open: strong - bob in 15 min
 RECOVERY: 60' gip; 100'g&ocwm(5%g,5%o,
 10%w,80%m); 180'mw(10%m,90%w)
 IFP: 35-105 ISIP: 871
 FFP: 107 - 162 FSIP: 867
 TEMP: 102 degrees

DST #2 3397 - 3475' LKC "H thru K"

TIMES: 30-45-45-60
 BLOW: 1st Open: fair (slow build to 4")
 2nd Open: fair (slow build to 5")
 RECOVERY: 40' gip; 80'slg&ocwm(5%g,8%o,
 25%w, 62%m)
 IFP: 30-46 ISIP: 687
 FFP: 49-64 FSIP: 674
 TEMP: 101 degrees

DST #3 3562 - 3638' Arbuckle

TIMES: 30-45-45-60
 BLOW: 1st Open: Strong bob 5 min gts 25 min
 2nd Open: Strong gts 3 min gts throughout
 RECOVERY: 350'mcgo(15%m, 50%g, 35%o)
 120'mgw (20%m, 20%g, 60%w)
 IFP: 54-150 ISIP: 1082
 FFP: 147-225 FSIP: 1084
 TEMP: 105 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 0714 A

DATE _____ TICKET NO. _____

DATE OF JOB: 11/10/09	DISTRICT: FRANK	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: LID DRILLING	LEASE: DELORES	WELL NO. 1							
ADDRESS:	COUNTY: STAFFORD	STATE: KS							
CITY:	STATE:	SERVICE CREW: KS, KENNETH WATKINS							
AUTHORIZED BY:	JOB TYPE: CNU-LONG STRING								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
17707							11/10		1800
						ARRIVED AT JOB		AM	2300
27463	1/2					START OPERATION		AM	2200
17852						FINISH OPERATION		AM	2300
21010						RELEASED		AM	2330
						MILES FROM STATION TO WELL	49		

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	RECEIVED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CF103	60/40 P02	KANSAS CORPORATION COMMISSION	125 SK			1500.00
CF103	60/40 P02		30 SIC			360.00
CC111	START	JUN 11 2010	1113 IL			556.50
CC112	CFR	CONSERVATION DIVISION	54 IL			324.00
CC201	CELSONITE	WICHITA, KS	625 IL			418.75
CF704	15-16		1 GAL			35.00
CF151	MUDFLUSH		5 GAL			430.00
CF103	5/2 TOP RUBBER PLUG		1 EACH			125.00
CF251	5/2 GUIDE SLEEVE		1 EACH			250.00
CF151	5/2 HEAVY DUTY FLOTT		1 EACH			215.00
CF1651	5/2 TURBOFLUSH		5 EACH			550.00
E101	TRUCK MAINTENANCE		40 mile			630.00
E113	RUCK DELIVERY		302 TR1			483.20
E100	PERCUSSIVE MAINTENANCE		45 mile			191.25
CE240	BLENDED CHITABLE		155 SK			217.00
SC03	SENIOR SUPERVISOR		1 EACH			175.00
CE204	FLOPPY CHITABLE		1 EACH			2180.00
CE504	PLUG CONTAINER		1 EACH			250.00
SUB TOTAL						4867.85
SERVICE & EQUIPMENT						% TAX ON \$
MATERIALS						% TAX ON \$
TOTAL						

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE: K. Gordley	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____
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FIELD SERVICE ORDER NO. _____

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

BASIC

energy services, L.P.

TREATMENT REPORT

Customer LD DRILLING	Lease No.	Date 11/10/09
Lease DEWOPES	Well # 1	
Field Order # 01144	Station PRATT, KS	Casing 5/2
Type Job CWLN LOWEST/LAND	Depth 3739	County STAFFORD
	Formation TD-3740	State KS
		Legal Description 11-22-12

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
5/2							5 Min.	
Depth 3739	Depth	From	To	Pre Pad	Max			
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 3124	Packer Depth	From	To	Flush	Gas Volume		Total Load	

Customer Representative LD	Station Manager SCOTT	Treater BOHLEY
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Service Units 19907	27463	19832-21010			
Driver Names KG	MELVEN	WILL			

Time	Casing Pressure	Tubing Pressure	Bbls: Pumped	Rate	Service Log
2000					ON LOCATION
					RECEIVED KANSAS CORPORATION COMMISSION
					JUN 11 2010
					CONSERVATION DIVISION WICHITA, KS
					RUN 3733' 5/2 CSC - 93 Hs
					GUIDE SHOES DUSEN 4" 1/2 COUPLER
					CEINT - 1-3-5-7-9
2130					TRG BOTTOM DROP BAR - CEINT
					SET 5/2 HT - 3739'
2200	300		20	6	PUMP 20 bbl 2% HCL H2O
	300		12	6	PUMP 12 bbl MUD FLUSH
	200		3	6	PUMP 3 bbl H2O
	200		26	6	MIX 125 sk 60/40 POZ
					18% SUCR 1/2% CTR 5% GEL SOLUTE
					STOP - UNSUCCESSFUL - DROP PERL
	0		0	6	START DRIP
	200		65	6	LIFT COUPLER
	500		83	4	SLOW RATE
2300	1000		88.7	3	PUMP DOWN - HOLD
					PULL RAT HOLE - 30 sk 60/40 POZ
2330					JOB COMPLETE

Fuel Start 57 5/8

DAYWORK SCHEDULE

Total Sample Bag Count 75

Fuel End 31"

LD DAVIS
Operator

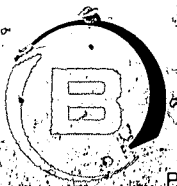
DELORES #1
Lease

Date	Tour	Description of Daywork	Depth.	Start	Stop	Hrs.	Min.
11/9	DL	TTH ^w BIT	3475	7:30	8:30	1	
11/9	DL	CTCH	3475	11:00	11:15		15
11/9	KT	CFS	3570	3:30	4:30	1	
11/9	KT	CFS	3638	7:45	8:45	1	
11/9	KT	TOH ^w BIT	3638	8:45	10:00	1	15
11/9	KT	TOOL	3638	10:00	10:30		30
11/9	KT	TTH ^w TOOL	3638	10:30	11:00		30
11/10	MT	TTH ^w TOOL	3638	11:00	11:45		45
11/10	MT	Testing	3638	11:45	2:30		
11/10	MT	TOH ^w TOOL	3638	2:30	4:15	1	45
11/10	MT	TOOL	3638	4:15	4:45		15
11/10	MT	TTH ^w BIT	3638	4:45	6:15	1	30
11/10	MT	CTCH	3638	6:15	6:45		30
11/10	DL	CTCH 7 logs	3740	11:00	12:15	1	15
11/10	DL	Drip Straight hole	3740	12:15	12:30		15
11/10	DL	TOH 7 logs	3740	12:30	1:45	1	15
11/10	D ^L /KT	Rig up loggers logging	3740	1:45	3:45	2	
11/10	KT	TTH ^w BIT	3740	4:00	5:00	1	
11/10	KT	LDH/DL	3740	5:00	7:00	2	
11/10	KT	REEL/CHEM WORK	3740	7:00	8:00	1	
11/10	KT	Rig up + Run 5 1/2 CSC	3740	8:00	9:15	1	15
11/10	KT	CIRK. CSC	3740	9:15	10:00		45
11/10	KT	CEMENT CSC	3740	10:00	11:15	1	15
		Plug down Rig K&L.	11:15	PM			

RECEIVED
KANSAS CORPORATION COMMISSION

JUN 11 2010

CONSERVATION DIVISION
WICHITA, KS



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 0818 A

DATE: 11-29-09 TICKET NO:

DATE OF JOB	DISTRICT	NEW WELLS	OLD WELLS	PROD.	INJ.	WDW.	CUSTOMER ORDER NO.		
CUSTOMER: L.D. Drilling, Incorporated		LEASE: Delores		WELL NO. 1					
ADDRESS		COUNTY: Stafford		STATE: Kansas					
CITY		STATE		SERVICE CREW: C. Messick; M. Mattal; E. M. Green					
AUTHORIZED BY		JOB TYPE: C.N.W. - Surface							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM/PM	TIME
19,870	.5						11-4-09	AM	9:30
						ARRIVED AT JOB	11-4-09	AM	11:15
19,903-19,905	.5					START OPERATION	11-5-09	AM	1:15
						FINISH OPERATION		AM	1:45
19,831-19,862	.5					RELEASED	11-5-09	AM	2:15
						MILES FROM STATION TO WELL			

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
CF 103	60/40 102 Cement		338 sk		\$ 4,056.00
RECEIVED KANSAS CORPORATION COMMISSION JUN 11 2010 CONSERVATION DIVISION WICHITA, KS					
CE 102	Cellulose		35 lb		\$ 314.50
CE 109	Calcium Chloride		873 lb		\$ 916.65
CF 153	Wooden Plug, 8 5/8"		1 ea		\$ 160.00
E 101	Heavy Equipment Mileage		90 mi		\$ 630.00
E 113	Bulk Delivery		655 gal		\$ 1,048.00
E 100	Pickup Mileage		45 mi		\$ 191.25
CF 240	Blending and Mixing Service		338 sk		\$ 473.20
5003	Service Supervisor		1 ea		\$ 175.00
CE 200	Cement Pump: 0 Feet To 500 Feet		1 ea		\$ 1,000.00
CE 504	Plug Container		1 ea		\$ 250.00
SUB TOTAL:					\$ 5,068.03
CHEMICAL / ACID DATA:					
SERVICE & EQUIPMENT % TAX ON \$					
MATERIALS % TAX ON \$					
TOTAL:					

SERVICE REPRESENTATIVE: *Thomas R. Messick*

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

(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. Customer's 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 therefrom, 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 L.D. Drilling, Incorporated	Lease No. Delores	Lease # 1	Date 11-4-09
Field Order # 0818	Station Pratt, Kansas	Casing 8 7/8"	Depth 347 Feet
Type Job C.N.W. - Surface	Formation	County Stafford	State Kansas
		Legal Description 11-225-12W	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME	
Casing Size 8 7/8"	Tubing Size	Shots/Ft	338	60/40 Poz with	RATE	PRESS	ISIP
Depth 347 Feet	Depth	From	29	Gal. 38 Calcium Chloride,	Max	25 Lb./sk.	5 Min. Cellflake
Volume 22.2 Bbl.	Volume	From	To	14.72 Lb./Gal., 5.71 Gal./sk.,	Min	1.25 CU. FT./sk.	10 Min.
Max Press 400	Max Press	From	To		Avg		15 Min.
Well Connection Plug container	Annulus Vol.	From	To		HHP Used		Annulus Pressure
Plug Depth 332 feet	Packer Depth	From	To	Flush 21 Bbl. Fresh Water	Gas Volume		Total Load

Customer Representative: David Roach Station Manager: David Scott Treater: Clarence R. Messicht

Service Units	19,870	19,903	19,905	19,831	19,862				
Driver Names	Messicht	Mattal	E. McGraw						

Time P.M.	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
10:30					Cement and Float Equipment on location.
11:15					Truck on location and hold safety meeting.
12:15					Petromark Drilling start to run 8 Joints new 23 Lb./Ft. 8 7/8" casing.
1:10					Casing in well. Circulate for 5 minutes.
1:15	400			5	Start Fresh Water Pre-Flush.
			10	5	Start mixing 338 sacks 60/40 Poz cement.
	-0-		85		Stop pumping. Shut in well. Release Wooden Plug. Open Well.
1:35	150			5	Start Fresh Water Displacement.
1:45	400		21		Plug down. Shut in well.
					Circulated 5 sacks cement to the pit.
					Wash up pump truck.
2:30					Job Complete.
					Thank You.
					Clarence, Mike, Edward

RECEIVED
KANSAS CORPORATION COMMISSION

JUN 11 2010

CONSERVATION DIVISION
WICHITA, KS