

ORIGINAL

KANSAS CORPORATION COMMISSION  
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 26 AVE.  
Address 2:  
City: GREAT BEND State: KS Zip: 67530 +  
Contact Person: L. D. DAVIS  
Phone: (620) 793-3051  
CONTRACTOR: License # 5822  
Name: VAL ENERGY, INC.  
Wellsite Geologist: LARRY FRIEND  
Purchaser:

Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  WSW  SWD  SLOW  
 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 #:  
8/21/2010 8/28/2010 9/01/2010  
Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15-113-21341-00-00  
Spot Description:  
NE\_SE\_SW\_NW Sec. 31 Twp. 17 S. R. 1  East  West  
2,300 Feet from  North /  South Line of Section  
1,170 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: McPHERSON  
Lease Name: FRITZ Well #: 1-31  
Field Name: GEOROB  
Producing Formation:  
Elevation: Ground: 1363' Kelly Bushing: 1373'  
Total Depth: 3436' Plug Back Total Depth: 2823'  
Amount of Surface Pipe Set and Cemented at: 270 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: Susan Schneweis  
Title: Susan Schneweis Clerk Date: 09/23/2010

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: RECEIVED 9/27/10 SEP 24 2010

KCC WICHITA

Operator Name: L. D. DRILLING, INC. Lease Name: FRITZ Well #: 1-31  
 Sec. 31 Twp. 17 S. R. 1  East  West County: McPHERSON

**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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i>  List All E. Logs Run: DUAL COMPENSATED POROSITY, BOREHOLE COMPENSATED SONIC, DUAL INDUCTION LOG, & 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#	270'	60/40 POZMIX	175	2% GEL, 3% CC, 1/4# CF
PRODUCTION	7 7/8"	5 1/2"	14#	2849'	60/40 POZMIX	175	2% KCL FLUSH

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
4	2705 - 2709'	250 gal 10% HCL NE FE	

TUBING RECORD: Size: <u>NA</u> Set At: <u> </u> Packer At: <u> </u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or ENHR: <b>NOT ECONOMICAL</b>	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) <u> </u>
Estimated Production Per 24 Hours	Oil Bbls. <u>0</u> Gas Mcf <u>0</u> Water Bbls. <u> </u> Gas-Oil Ratio <u> </u> Gravity <u> </u>

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)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) <u> </u>	PRODUCTION INTERVAL: <div style="text-align: right; border: 1px solid black; padding: 5px;"> <b>RECEIVED</b>  <b>SEP 24 2010</b> </div>
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DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC. LEASE: FRITZ #1-31  
NE SE SW NW Sec 31-17-1  
WELLSITE GEOLOGIST: Larry Friend McPherson Co., KS  
CONTRACTOR: VAL ENERGY, INC. ELEVATION: GR: 1363'  
KB: 1373'  
SPUD: 8/21/2010 @ 6:00 A.M. PTD: 2800'  
SURFACE: Ran 6 jts New 23# 8 5/8" Surface Casing, Tally 257.64', Set @ 270.64',  
w/ 175 sx 60/40 Pozmix, 2% Gel, 3% CC, 1/4# Cell Flake  
Did circulate by Basic Energy, Plug Down @ 2:00 P.M. on 8/21/10

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8/18/10 Move in  
8/21/10 Spudding  
8/22/10 700' Drilling  
8/23/10 1595' Drilling  
8/24/10 2423' Drilling  
8/25/10 2708' DST #1 - SHS @ 2708' - 2 degrees  
8/26/10 3009' Drilling  
8/27/10 3353' TIH w/ Tool Ran 68 jts 14# 5 1/2" Casing, Tally 2841.22', Set @ 2849'  
8/28/10 3436' CTCH to LDDP w/ 125 sx 60/40 Pozmix, 30 sx in Rathole, 20 sx in  
Mousehole, by Basic Energy, Plug Down 3:45 P.M.  
on Aug 28, 2010

SAMPLE TOPS:

LOG TOPS:

Heebner	1904 (-531)	1904 (-531)
Lansing	2127 (-754)	2127 (-754)
Stark Shale	2395 (-1022)	2398 (-1025)
Base Kansas City	2462 (-1089)	2463 (-1090)
Marmaton	2478 (-1105)	2478 (-1105)
Mississippi	2700 (-1327)	2700 (-1327)
Kinderhook Shale	2928 (-1555)	2928 (-1555)
Hunton	3037 (-1664)	3039 (-1666)
Maquacata	3113 (-1740)	3112 (-1739)
Viola	3234 (-1861)	3234 (-1861)
Simpson Shale	3313 (-1940)	3313 (-1940)
Simpson Sand	3320 (-1947)	3320 (-1947)
Arbuckle	3371 (-1998)	3372 (-1999)
RTD / LTD	3436 (-2063)	3438 (-2065)

RECEIVED  
SEP 24 2010  
KCC WICHITA

DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC. LEASE: FRITZ #1-31  
 NE SE SW NW Sec 31-17-1  
 WELLSITE GEOLOGIST: Larry Friend McPherson Co., KS  
 CONTRACTOR: L. D. DRILLING, INC. ELEVATION: GR: 1363'  
 KB: 1373'  
 SPUD: 8/21/2010 @ 6:00 A.M. PTD: 2800'

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DST #1 2642 - 2708' Mississippian

TIMES: 30-47-45-60 IFP: 21-30 ISIP: 533  
 BLOW: 1st Open: weak build to 2" FFP: 35-43 FSIP: 533  
 2nd Open: no blow TEMP: 103 degrees  
 RECOVERY: 1' co (100% o); 60' socm (8% oil, 92% mud)

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DST #2 2703 - 2714' Mississippian

TIMES: 30-45-45-62 IFP: 145-450 ISIP: 578  
 BLOW: 1st Open: weak blow bld stg 2 min FFP: 365-564 FSIP: 578  
 2nd Open: weak blow bld stg 3 min TEMP: 104 degrees  
 RECOVERY: 100' o&hmcw (2%o,59%w, 39%m); 1060' o&mcw(3%o,89%w,8%m)  
 40' o&wcm (1%o, 8%w, 91%m)

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DST #3 3297 - 3353' Simpson Sand

TIMES: 30-45-45-60 IFP: 45-164 ISIP: 1254  
 BLOW: 1st Open: weak 1/2" blow, bob in 8 min FFP: 180-347 FSIP: 1248  
 2nd Open: weak surface blow, bob 10 min TEMP: 115 degrees  
 RECOVERY: 195' wcm (31%w, 69%m); 125' wm (50%w,50%m)  
 405' smcw (92%w,8%m); 30' 100% mud

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**BASIC**<sup>SM</sup>  
ENERGY SERVICES

PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET  
1718 02200 A

DATE \_\_\_\_\_ TICKET NO. \_\_\_\_\_

DATE OF JOB		DISTRICT		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				LEASE		WELL NO.				
ADDRESS				COUNTY STATE						
CITY				STATE						
AUTHORIZED BY				SERVICE CREW						
				JOB TYPE:						
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
						ARRIVED AT JOB				
						START OPERATION				
						FINISH OPERATION				
						RELEASED				
						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
			125		15.60
			50		1.00
			11		2.24
			17		2.24
			1		4.20
			1		7.00
			1		11.00
			3		3.00
			1		6.25
			1		7.50
			1		4.20
			2		14.00
			7		12.25
			1		1.00
			12		4.20
			1		2.50
			1		1.75

SUB TOTAL

CHEMICAL / ACID DATA:			

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

RECEIVED

TOTAL

SEP 24 2010

SERVICE REPRESENTATIVE \_\_\_\_\_ THE ABOVE MATERIAL AND EQUIPMENT 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. 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 L.O. Drilling INC.	Lease No.	Date 8-28-10
Lease Frit 2	Well # 1-31	
Field Order # 02268A	Station Pratt KS	Casing 5 1/2
Type Job 5 1/2 L.S.	Formation CWW	Depth 2849'
		County McPherson
		State KS
		Legal Description 31-17-1

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size' 5 1/2	Tubing Size	Shots/Ft		Acid	20. BBL 2% KCC	RATE	PRESS	ISIP
Depth 2849'	Depth	From	To	Pre Pad	12. BBL mud Flush	Max		5 Min.
Volume 69	Volume	From	To	Pad	125 SKs 60/40 Poz @ 75.4	Min		10 Min.
Max Press 1500	Max Press	From	To	Frac	50 SKs 60/40 Poz Plug R.H. + M.H.	Avg		15 Min.
Well Connection 12	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth 2828	Packer Depth	From	To	Flush	Disp H 20	Gas Volume		Total Load

Customer Representative J.O.	Station Manager SCOTTY	Treater Allen F. Werth
---------------------------------	---------------------------	---------------------------

Service Units	28443	27463	19826	19918				
Driver Names	A. Werth	C. Veach	mi. Ke	McGraw				

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Notes
8:30 AM					O.S. csg. crew Service Log VAL #6.
					on loc. Discuss Safety, Set up Plans Job
					Rig laying down D.P.
8:45					5 1/2 csg. Arrives on loc.
11:10					out of Hole w/ D.P. - Lay down Kelly + Rig up to Run 5 1/2" csg 14'
12:42					Start 5 1/2 csg Shoe Joint 21 24 w/cent Shoe Basket L.D.
					Baffle in collar cent 1-3-5-7-9
2:45	900#				set PKR Shoe @ 2849 w/P.T.
					Run air w/ R.C. Pump
3:15	200#		20	5	Pump 20 BBLs 2% KCC
			12	5	Pump 12 BBLs mud Flush
			3	5	Pump 3 BBLs H 20
				5	mit + Pump 125 SKs 60/40 Poz @ 12.7
			36		Finish mit. washout Pump line
3:30				5	Drop L.D. Plug 5 1/2. Start Disp.
	250#			4	enough lift PSI 488051s
3:45	1500#			13 1/2	Plug down
					RELEASED PSI OK.
					SEP 24 2010
					Plug R.H. + M.H. w/50 SKs 60/40 wash up + Rock up.
4:45					Job complete thanks Allen, Chris



**BASIC**<sup>SM</sup>  
ENERGY SERVICES

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

PRESSURE PUMPING & WIRELINE

FIELD SERVICE TICKET

1718 02203 A

DATE \_\_\_\_\_ TICKET NO. \_\_\_\_\_

DATE OF JOB 8-21-10		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.O. Drilling Inc.				LEASE Fritz		# 1-31 WELL NO.			
ADDRESS				COUNTY McPherson		STATE Kansas			
CITY				STATE		SERVICE CREW A. Worth, C. Vandy, E. ...			
AUTHORIZED BY				JOB TYPE: 3 1/2" Surface					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
28495 P4							8-21-10	PM	6:00
27965 P4						ARRIVED AT JOB	8-21-10	AM	2:00
17831 H202						START OPERATION	8-21-10	AM	3:00
						FINISH OPERATION	8-21-10	PM	3:00
						RELEASED	8-21-10	AM	7:00
						MILES FROM STATION TO WELL 100 mi			

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
CE105	60/40 P32		175 SK		
CE102	cell FINE		44-12		
CE104	Calcium Chloride		463-16		
CE155	wooden cement Plug 3 1/2"		1-02		
E100	unit mileage charge pickup		100 mi		
E101	Heavy Equip. miled		200 mi		
E113	Bulk Oil/Water/Chemicals		725.9 m		
CE200	Seam Chain 0 200		1-4 hrs		
CE201	Blowing & Pumping Service Charge		175 SK		
CE304	Plug container with 200 lbs ch.		1-305		
5003	Seam Supervisor's Best Gas & Water		1 cu		

RECEIVED  
SEP 24 2010  
KCC WICHITA

CHEMICAL / ACID DATA:			

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

SUB TOTAL

TOTAL

SERVICE REPRESENTATIVE A. Worth	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____
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(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 <b>L.D. Drilling INC.</b>	Lease No.	Date <b>8-21-10</b>
Lease <b>Fritz</b>	Well # <b>1-31</b>	
Field Order # <b>02266A</b>	Station <b>Pratt KS</b>	Casing <b>8 3/8"</b>
		Depth <b>270'</b>
Type Job <b>8 3/8" surface Pipe</b>	Formation <b>cnw</b>	County <b>MCPHERSON</b>
		State <b>KS</b>
		Legal Description <b>31-17-1</b>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size <b>8 3/8"</b>	Tubing Size	Shots/Ft <b>175 SKS</b>	Acid <b>60/40 P02</b>	RATE <b>20% GAL</b>	PRESS <b>30% CC</b>	ISIP		
Depth <b>270'</b>	Depth	From	To	Pre Pad <b>1/4" cell</b>	Max <b>Flake @ 14.72</b>	5 Min		
Volume	Volume	From	To	Pad	Min	10 Min.		
Max Press <b>300</b>	Max Press	From	To	Frac	Avg	15 Min.		
Well Connection <b>P.C.</b>	Annulus Vol.	From	To		HHP Used	Annulus Pressure		
Plug Depth <b>270</b>	Packer Depth	From	To	Flush <b>Disp N20</b>	Gas Volume	Total Load		

Customer Representative	Station Manager <b>scotty</b>	Treater <b>Allen F. Werth</b>
Service Units <b>28443 29463 19831 19862</b>		
Driver Names <b>Werth, Beach, Edmund</b>		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
8:20 AM					VAL #6 ONLOC. Discuss Safety, Setup Plan Job
11:38					Rig Drilling 12 1/4" hole @ 125'
12:18					Hole cut @ 270 - CIR w/ Rig
12:50					Start out of Hole w/ Bit
12:40					out of Hole w/ Bit
1:30					Start 8 3/8 csg. 24" p
1:40	150#			5	csg @ 270 Hook up & CIR w/ Rig
					Start mix 175 SKS 60/40 P02
			39		20% gal, 30% CC, 1/4" cell Flake @ 14.72
					Finish mixing cont
1:56				4	Release wooden Plug 8 3/8"
2:00	250#		15 1/2		Start Disp.
					Finish Disp. Plug down
					Shut IN @ well
					Release PSI.
					washup & Rack up Equip.
3:00					Job complete

RECEIVED  
SEP 24 2010  
KCC WICHITA  
cement CIR. To Pit  
Thanks Allen Chris  
Edmund