

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 # 33323
Name: PETROMARK DRILLING, LLC
Wellsite Geologist: JOSH AUSTIN
Purchaser: M V PURCHASING

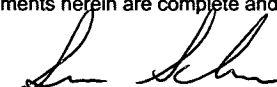
Designate Type of Completion:
 New Well Re-Entry Workover
 Oil WSW SWD SLOW
 Gas D&A ENHR SIGW
 OG GSW Temp. Abd.
 CM (Coal Bed Methane)
 Cathodic Other (Core, Expl., etc.):


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 #:
04/05/2010 04/10/2010 04/19/2010
Spud Date or Date Reached TD Completion Date or Recompletion Date

API No. 15 - 009-25401-0000
Spot Description:
NE_NW_SW_NE Sec. 10 Twp. 20 S. R. 11 East West
1,393 Feet from North / South Line of Section
2,059 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: BARTON
Lease Name: PANNING Well #: 8-10
Field Name: CHASE-SILICA
Producing Formation: ARBUCKLE
Elevation: Ground: 1763' Kelly Bushing: 1768'
Total Depth: 3414' Plug Back Total Depth: 3375'
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 Schneweis Clerk Date: October 22, 2010

KCC Office Use ONLY
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 Letter of Confidentiality Received Date:
 Confidential Release Date:
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by:  Date: 11/2/10

Operator Name: L D DRILLING, INC. Lease Name: PANNING Well #: 8-10
 Sec. 10 Twp. 20 S. R. 11 East West County: BARTON

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no. Submit Copy)</i> List All E. Logs Run: BOREHOLE COMPENSATED SONIC, MICRORESISTIVITY, DUAL INDUCTION, DUAL COMPENSATED POROSITY & SONIC 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#	344'	COMMON	350	2%Gel, 3%CC, 1/4#CF
PRODUCTION	7 7/8"	5 1/2"	14#	3411'	60/40 POZMIX	150	.5%FrReducer, 18%Salt

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

TUBING RECORD: Size: <u>2 7/8"</u> Set At: <u>3355'</u> Packer At: _____		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR. <u>APRIL 4, 2010</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>21</u>	Gas Mcf _____ Water Bbls. <u>392</u> 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 checked="" type="checkbox"/> Open Hole <input 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) _____	PRODUCTION INTERVAL: _____ _____
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** Attachment to and Made a Part of ACO1: PANNING #8-10, Sec 10-20-11, Barton Co., KS

DAILY DRILLING REPORT

OPERATOR: **L. D. DRILLING, INC.** LEASE: **PANNING #8-10**
NE NW SW NE Sec 10-20-11
WELLSITE GEOLOGIST: Josh Austin Barton Co., KS

CONTRACTOR: Petromark Drilling ELEVATION: GR: 1763'
KB: 1768'

SPUD: 4/05/2010 @ 10:30 P.M. PTD: 3300'

SURFACE: Ran 8 jts 23# 8 5/8" Surface Casing, Tally 339, Set @ 344', w/ 350 sx Common
2% Gel, 3% CC, 1/4# Cellflake, Did Circulate by Basic Energy Tk# 1782
Plug Down @ 11:00 A.M. 4/6/2010

4/05/10 Move in, Rig up & Spud
4/06/10 Wait on Cement - Will Drill plug @ 7:00 P.M.
4/07/10 1270' Drilling
4/08/10 2220' Drilling
4/09/10 3087' Drilling
4/10/10 3287' Trip out w/ DST #2
4/11/10 3414' RTD Running 5 1/2" Csg

Ran 82 jts New 14# 5 1/2" Production Casing, Tally 3411.7, Set @ 3411',
w/ 150 sx 60/40 Pozmix, .5% Friction Reducer, 18% Salt, 5# Gilsonite,
30 sx in Rathole, Plug Down 9:06 A.M. on 4/11/10
by Basic Energy Tkt #1669

<u>SAMPLE TOPS:</u>		<u>LOG TOPS:</u>	
Anhy	Top	507 (+1261)	499 (+1269)
Anhy	Base	522 (+1246)	
Howard		2536 (-768)	
Topeka		2628 (-860)	2628 (-860)
Heebner		2891 (-1123)	2888 (-1120)
Toronto		2909 (-1141)	2906 (-1138)
Douglas		2923 (-1155)	2921 (-1153)
Brown Lime		3016 (-1248)	3014 (-1246)
Lansing		3038 (-1270)	3036 (-1268)
Base Kansas City		3269 (-1501)	3267 (-1499)
Arbuckle		3282 (-1514)	3284 (-1516)
RTD / LTD		3414 (-1646)	3414 (-1646)

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DAILY DRILLING REPORT

OPERATOR: L. D. DRILLING, INC. LEASE: PANNING #8-10
WELLSITE GEOLOGIST: Kim Shoemaker NE NW SW NE Sec 10-20-11
Barton Co., KS
CONTRACTOR: L. D. DRILLING, INC. ELEVATION: GR: 1763'
KB: 1768'
SPUD: 4/05/2010 @ 10:30 P.M. PTD: 3300'

DST #1 3020 - 3110' Lansing A - F
TIMES: 30-30-5-0 IFP: 43-50 ISIP: 107
BLOW: 1st Open: weak (1 1/2" dec dead 20 min) FFP: 51-56 FSIP: not run
2nd Open: no blow TEMP: 91 degrees
RECOVERY: 40' drilling mud

DST #2 3263 - 3287' Arbuckle
TIMES: 30-45-45-60 IFP: 142-472 ISIP: 822
BLOW: 1st Open: strong bob 2 min FFP: 491-719 FSIP: 827
2nd Open: strong bob 1 min TEMP: 107 degrees
RECOVERY: 500' gip; 1100' vsImcgo (3% m, 25% g, 72% o); 750' gw (10% g, 90% w)



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 1702 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				SERVICE CREW							
AUTHORIZED BY				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
					5,600.00
80 200					325.60
					1,036.35
					164.50
					160.00
					233.75
					770.00
					1,447.60
					1,000.00
					490.00
					250.00
					175.00
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CHEMICAL / ACID DATA:			

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

SUB TOTAL

TOTAL

5,942.93
865

SERVICE REPRESENTATIVE	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. 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

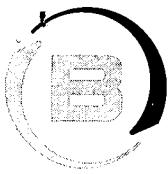
Customer <i>L.P. Drilling</i>	Lease No.	Date <i>04-06-10</i>
Lease <i>PANNING</i>	Well # <i>8-10</i>	
Field Order # <i>1782</i>	Station <i>Pratt</i>	Casing <i>8 5/8</i>
		Depth <i>349'</i>
Type Job <i>CNW 8 5/8 surface</i>	Formation	County <i>BARTON</i>
		State <i>KS</i>
		Legal Description <i>10-20-11</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid		RATE	PRESS	ISIP
<i>8 5/8</i>				Pre Pad		Max		5 Min.
Depth <i>349</i>	Depth	From	To	Pad		Min		10 Min.
Volume <i>91</i>	Volume	From	To	Frac		Avg		15 Min.
Max Press	Max Press	From	To			HHP Used		Annulus Pressure
Well Connection <i>P.C.</i>	Annulus Vol.	From	To	Flush		Gas Volume		Total Load
Plug Depth <i>329</i>	Packer Depth	From	To					

Customer Representative	Station Manager <i>DAVE SCOTT</i>	Treater <i>Robert Fullmer</i>
Service Units <i>19867 19959 20920 19901 19862</i>		
Driver Names <i>Sullivan Vegatch Edman</i>		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>10:00</i>					<i>on loc Softly moving</i>
					<i>Run 8 5/8 csg.</i>
<i>10:10</i>					<i>Casing on Bottom</i>
<i>10:15</i>					<i>Hook Rig Circ</i>
<i>10:30</i>	<i>150</i>		<i>3</i>	<i>4</i>	<i>st spacer</i>
				<i>5.5</i>	<i>mix 350 st com cont</i>
			<i>81</i>		<i>Shut down cont mixed</i>
					<i>Release Plug</i>
				<i>4</i>	<i>st pump</i>
<i>11:00</i>	<i>150</i>		<i>21</i>		<i>plug down</i>
					<i>circulated 4 bbl celler</i>
					<i>Job Complete</i>
					<i>Thank you</i>

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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 1009 A

10-205-11W

DATE _____ TICKET NO. _____

DATE OF JOB	4-11-10	DISTRICT	Pratt, 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, Incorporated			LEASE	Panning			WELL NO	8-10
ADDRESS				COUNTY	Barton			STATE	Kansas
CITY				STATE				SERVICE CREW	C. Measick; M. Mattal; R. Gonzalez
AUTHORIZED BY				JOB TYPE	C.N.W. - Longstring				
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM/PM	TIME
19,866	1						4-11-10		3:00
						ARRIVED AT JOB		AM/PM	5:30
19,903-19,905	1					START OPERATION		AM/PM	8:30
						FINISH OPERATION		AM/PM	9:30
19,926-19,960	1					RELEASED	4-11-10	AM/PM	10:00
						MILES FROM STATION TO WELL			5.5

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 Cement	sk	150	\$	1,800.00
CP103	60/40 Poz Cement	sk	30	\$	360.00
CC111	Salt (Fine)	Lb	1,329	\$	664.50
CC112	Cement Friction Reducer	Lb	65	\$	390.00
CC201	Gilsonite	Lb	790	\$	502.50
CF103	Top Rubber Plug, 5 1/2"	ea	1	\$	105.00
CF251	Regular Guide Shoe, 5 1/2"	ea	1	\$	250.00
CF1451	Insert Float Valve, 5 1/2"	ea	1	\$	215.00
CF1651	Tool Jizer, 5 1/2"	ea	5	\$	550.00
C704	CS-LL	Gal	1	\$	35.00
CC151	Mud Flush	Gal	500	\$	430.00
E100	Pickup Mileage	mi	55	\$	237.75
E101	Heavy Equipment Mileage	mi	110	\$	770.00
E113	Bolt Delivery	tm	426	\$	682.00
CE204	Cement Pump: 3,000 Feet To 4,000 Feet	sk	1	\$	2,160.00
CE240	Blending and Mixing Service	sk	180	\$	252.00
CE504	Plug Container	Tab	1	\$	250.00
5003	Service Supervisor	Tab	1	\$	175.00

RECEIVED

SUB TOTAL

\$ 5,600.11

CHEMICAL / ACID DATA:

OCT 26 2010

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

KCC WICHITA

TOTAL

SERVICE REPRESENTATIVE: *James R. Measick*

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: *James R. Measick*

(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.D. Drilling, Incorporated	Lease No. Panning	Date 4-11-10
Lease Panning	Well # 8-10	
Field Order # 669	Station Pratt, Kansas	Casing 3 1/2 14lb
Type Job C.N.W. - Longstring	Formation 3,411 Feet	County Barton
		State Kansas
		Legal Description 10-205-11W

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 3 1/2 14lb/ft	Tubing Size 1 1/2 11lb/ft	Shots/Ft 150	From 58	Auto 60/40 Poz	RATE 2.65 gal./st.	PRESS 2500 psi	ASIP 25%	Defoamer
Depth 3,411 Feet	Depth	From	To	Friction Reducer, 18 lb/st.	Max Salt, 5 lb/st.			Gilsonite
Volume 83.2 Bbl.	Volume	From	To	1.6 Gal., 4.33 Gal./st.	Min 1.18 cu. FT./st.			10 Min.
Max Press 1,500 psi	Max Press	From	To		Avg			15 Min.
Well Connection Plug on tainer	Annulus Vol.	From	To		HHP Used			Annulus Pressure
Plug Depth 3,399 Feet	Racker Depth	From	To	Flush 83 Bbl. Fresh Water	Gas Volume			Total Load

Customer Representative David Roach	Station Manager David Scott	Treater Clarence R. Messick
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Service Units	19,866	19,903	19,905						
Driver Names	Messick	Mattal	Gonzales						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
5:30					Trucks on location and hold safety meeting.
6:15					Petromark Drilling start to run 82 Joints new 14lb/ft 5 1/2" casing with Regular Guide shoe and auto-fill Insert screwed into shoe joint collar. Install Turbolizers on Collars #1, 3, 5, 7, and #9
7:40					Casing in well. Circulate for 45 minutes.
8:35	500		20	6	Start 28 Clay max Pre-Flush.
	5		32	6	Start mud Flush.
	500		35	5	Start Fresh Water Spacer.
	-0-		66	5	Start mixing 150 sacks 60/40 Poz cement.
					Stop pumping. Shut in well. Wash pump and lines. Release Latch Down Plug. Open Well.
8:53	100		57	6.5	Start Fresh water Displacement.
			83	5	Start to lift cement.
9:06	600				Plug down.
	1,500				Pressure up.
					Release Pressure. Insert held.
					Plug Rat Hole.
					Wash up pump truck.
9:40					Job Complete.
					Thank You.
					Clarence, Mike, Raphael

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OCT 26 2010
KCC WICHITA