

**WELL COMPLETION FORM**  
**WELL HISTORY - DESCRIPTION OF WELL & LEASE**

OPERATOR: License # 30380  
Name: Hupfer Operating, Inc.  
Address 1: P.O. Box 3912  
Address 2: \_\_\_\_\_  
City: Shawnee State: KS Zip: 66203 + 0912  
Contact Person: Dennis D. Hupfer  
Phone: ( 913 ) 400-3777  
CONTRACTOR: License # 31548  
Name: Discovery Drilling Co., Inc.  
Wellsite Geologist: Keith Reavis  
Purchaser: \_\_\_\_\_

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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 #: \_\_\_\_\_

10/11/2010	10/15/2010	10/16/2010
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 009-25,471-00-00

Spot Description: \_\_\_\_\_  
\_\_\_\_\_ SE NW NW Sec. 16 Twp. 16 S. R. 13  East  West  
990 Feet from  North /  South Line of Section  
990 Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW

County: Barton  
Lease Name: Wittig-Shelton Well #: 4  
Field Name: Trapp  
Producing Formation: None  
Elevation: Ground: 1924 Kelly Bushing: 1932  
Total Depth: 3388 Plug Back Total Depth: \_\_\_\_\_  
Amount of Surface Pipe Set and Cemented at: 477 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: 16,000 ppm Fluid volume: 320 bbls  
Dewatering method used: Evaporation

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: Dennis D. Hupfer  
Dennis D. Hupfer  
Title: Resident Date: 12-14-10

**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: DLG Date: 12/17/10



Operator Name: Hupfer Operating, Inc. Lease Name: Wittig-Shelton Well #: 4

Sec. 16 Twp. 16 S. R. 13  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 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 checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  <table border="1"> <thead> <tr> <th>Name</th> <th>Top</th> <th>Datum</th> </tr> </thead> <tbody> <tr> <td>Heebner</td> <td>3061</td> <td>-1129</td> </tr> <tr> <td>Toronto</td> <td>3080</td> <td>-1148</td> </tr> <tr> <td>Douglas</td> <td>3094</td> <td>-1162</td> </tr> <tr> <td>Lansing</td> <td>3141</td> <td>-1209</td> </tr> <tr> <td>Base KC</td> <td>3333</td> <td>-1401</td> </tr> <tr> <td>Arbuckle</td> <td>3382</td> <td>-1450</td> </tr> <tr> <td>RTD</td> <td>3390</td> <td>-1458</td> </tr> </tbody> </table>	Name	Top	Datum	Heebner	3061	-1129	Toronto	3080	-1148	Douglas	3094	-1162	Lansing	3141	-1209	Base KC	3333	-1401	Arbuckle	3382	-1450	RTD	3390	-1458
Name	Top	Datum																							
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Base KC	3333	-1401																							
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RTD	3390	-1458																							

List All E. Logs Run: Radiation Gaurd Log

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 Pipe	12 1/4	8 5/8	23	477	Common	225	2%Gel&3%CC

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: \_\_\_\_\_ Set At: \_\_\_\_\_ Packer At: \_\_\_\_\_ Liner Run:  Yes  No

Date of First, Resumed Production, SWD or ENHR: \_\_\_\_\_ Producing Method:  Flowing  Pumping  Gas Lift  Other (Explain) \_\_\_\_\_

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
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<b>DISPOSITION OF GAS:</b> <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	<b>METHOD OF COMPLETION:</b> <input 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) _____	<b>PRODUCTION INTERVAL:</b> _____ _____
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HUPFER OPERATING, INC.

WITTIG-SHELTON #4

API# 15-009-25,471-00-00

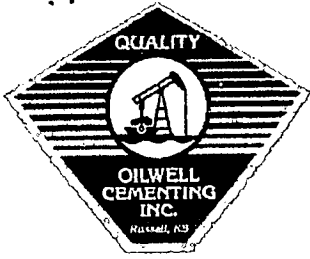
DST #1 - Arbuckle - 3330' to 3388'. 30-30-30-30. Recovered 663' muddy water, 420' muddy water w/ slight show of oil, 60' SOCMW. ISIP 1120, FSIP 1122, IFP 105-363, FFP 369-562.

D&A

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**QUALITY OILWELL CEMENTING, INC.**  
 PO Box 32 - 740 West Wichita Ave, Russell KS 67665  
 Phone: 785-324-1041 fax: 785-483-1087  
 Email: cementing@ruraltel.net

Date: 10/13/2010  
 Invoice # 4352

P.O.#:  
 Due Date: 11/12/2010  
 Division: Russell

# Invoice

**Contact:**  
 Hupfer Operating Inc  
**Address/Job Location:**  
 Hupfer Operating Inc  
 P.O. Box 3912  
 Shawnee, KS 66203-0912

**Reference:**  
 WITTIG-SHELTON 4

**Description of Work:**  
 SURFACE JOB

Services / Items Included:	Quantity	Price	Taxable	Item	Quantity	Price	Taxable
Labor		\$ 703.35	No				
Common-Class A	225	\$ 2,703.65	Yes				
Bulk Truck Mat-Material Service Charge	237	\$ 486.81	No				
Calcium Chloride	8	\$ 309.42	Yes				
Pump Truck Mileage-Job to Nearest Camp	19	\$ 194.74	No				
Bulk Truck Mileage-Job to Nearest Bulk Plant	19	\$ 113.96	No				
8 5/8" Wooden Plug	1	\$ 78.05	Yes				
Premium Gel (Bentonite)	4	\$ 66.88	Yes				

**Invoice Terms:**

Net 30		<b>SubTotal:</b> \$ 4,656.87
	<i>Discount Available <u>ONLY</u> if Invoice is Paid &amp; Received within listed terms of invoice:</i>	\$ (698.53)
<hr/>		
	SubTotal for Taxable Items:	\$ 2,684.30
	SubTotal for Non-Taxable Items:	\$ 676.19
<hr/>		
	Total:	\$ 3,958.34
	Tax:	\$ 195.95
	<b>Amount Due:</b>	<b>\$ 4,154.29</b>
	<b>Applied Payments:</b>	
	<b>Balance Due:</b>	<b>\$ 4,154.29</b>

7.30% Barton County Sales Tax

**Thank You For Your Business!**

Past Due Invoices are subject to a service charge (annual rate of 24%)  
 This does not include any applicable taxes unless it is listed.  
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# QUALITY OILWELL CEMENTING, INC.

185-483-2025  
85-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 4352

Date	11-12-10	Sec.	16	Twp.	16	Range	13	County	Barton	State	Kansas	On Location	11:5AM
Lease	Witch Shelter	Well No.	4		Location			Susante 2N 4E S10					
Contractor	Discovery Drilling Rig							Owner					
Type Job	Surface							To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.					
Hole Size	12 1/4		T.D.		477		Charge To						
Csg.	8 3/8 23 1/2		Depth				Hupfer Operating, Inc						
Tbg. Size			Depth				Street						
Tool			Depth				City						
Cement Left in Csg.	10-15		Shoe Joint				State						
Meas Line			Displace		29 1/2 Bbl		The above was done to satisfaction and supervision of owner agent or contractor.						
							Cement Amount Ordered						
							225 Con Bulk 2 1/2						

**EQUIPMENT**

Pumptrk	1	No.	Cementor	3	Common	225
			Helper	3		
Bulktrk	8	No.	Driver	3	Poz. Mix	
			Driver	3		
Bulktrk		No.	Driver	3	Gel.	4
			Driver	3	Calcium	8

**JOB SERVICES & REMARKS**

Remarks:	Hulls
Rat Hole	Salt
Mouse Hole	Flowseal
Centralizers	Kol-Seal
Baskets	Mud CLR 48
D/V or Port Collar	CFL-117 or CD110 CAF 38

*Cement did not work*

Handling 237  
Mileage  
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**FLOAT EQUIPMENT**

Guide Shoe	KCC WICHITA
Centralizer	
Baskets	
AFU Inserts	
Float Shoe	
Latch Down	

Quality Oilwell

Cementing

1 8 3/8 Wheel Plug  
Pumptrk Charge Surface  
Mileage 19

*Thank you*  
*James Wick*

Tax  
Discount  
Total Charge



**BASIC**  
ENERGY SERVICES

PAGE 1 of 1	CUST NO 1001947	INVOICE DATE 10/19/2010
<b>INVOICE NUMBER</b> <b>1718 - 90435415</b>		

Pratt (620) 672-1201

J LEASE NAME Witting-Shelton 4  
 O LOCATION  
 B COUNTY Barton  
 S STATE KS  
 I JOB DESCRIPTION Cement-New Well Casing/Pi  
 T JOB CONTACT  
 E

B HUPFER OPERATING INC  
 I PO Box: 3912  
 L SHAWNEE  
 L KS US 66203  
 T  
 O ATTN:

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40242274	19905		Net - 30 days	11/18/2010

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<b>For Service Dates: 10/16/2010 to 10/16/2010</b>				
0040242274				
171802906A Cement-New Well Casing/Pi 10/16/2010 P.T.A.				
60/40 POZ	205.00	EA	8.40	1,721.81 T
Cello-flake	52.00	EA	2.59	134.67 T
Cement Gel	354.00	EA	0.17	61.94 T
Unit Mileage Charge-Pickups, Vans & Cars	70.00	HR	2.97	208.23
Heavy Equipment Mileage	140.00	MI	4.90	685.93
Proppant and Bulk Delivery Charges	620.00	MI	1.12	694.33
Supervisor	1.00	HR	122.49	122.49
Depth Charge 3001-4000'	1.00	HR	1,511.84	1,511.84
Blending & Mixing Service Charge	205.00	MI	0.98	200.88

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	5,342.12
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	140.04
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	5,482.16
DALLAS, TX 75284-1903	MIDLAND, TX 79702		

Customer Hops, Operating	Lease No.	Date 10-16-10
Lease W. Higgins - Shelton	Well # 4	
Field Order # 2906	Station Pratt	Casing
Type Job CNW-PTA	Formation	Depth
		County Barton
		State KS
		Legal Description 16-16-13

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid		RATE	PRESS	ISIP
			20545	60/40/02				
Depth	Depth	From	To	Pre Pad	Max			5 Min.
Volume	Volume	From	To	Pad	Min			10 Min.
Max Press	Max Press	From	To	Frac	Avg			15 Min.
Well Connection	Annulus Vol.	From	To		HHP Used			Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush	Gas Volume			Total Load

Customer Representative	Station Manager Dave Scott	Treater Steve Orlando
Service Units 07283 19903 19805 19831 19860		
Driver Names Orlando Mattel Brad		

Time	Casing Pressure	Tubing Pressure	Bbbls. Pumped	Rate	Service Log
9:00 AM					On location - Safety Meeting
			1st plug @ 3350 w/ 25 sls 60/40/02		
			10	5	H2O Ahead
			7	5	Mix Cement
			3	5	H2O Displacement
3:00 PM			46	5	Med Displacement
4:00			2nd plug @ 892 w/ 25 sls 60/40/02		
			10	5	H2O Ahead
			7	5	Mix Cement
			3	5	H2O Displacement
			6	5	Med Displacement
5:00			3rd plug @ 524 w/ 10 sls		
			10	5	H2O Ahead
			25	5	Mix 100 sls 60/110/02
			2	5	H2O Displacement
5:45			4th plug @ 40 w/ 10 sls		
			3		Mix Cement
			plug RH/MH w/ 30/15 sls 60/110/02		
					Job Complete
					Thru Steve

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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 02906 A

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

DATE OF JOB 10-16-10	DISTRICT Barton	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 Hupke Operating, Inc	LEASE Witting-Shell	WELL NO. 4								
ADDRESS	COUNTY Barton	STATE KS								
CITY	STATE	SERVICE CREW C. L. ... A. H. ... B. ...								
AUTHORIZED BY	JOB TYPE: C New - PTA									
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
27283	3						10-16-10			11:00
17703-17705	3									3:00
17831-17862	3									3:00
										5:45
										6:00
										7:00

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: [Signature]  
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP103	60/40 Pq2	sq	205		
CC103	Cells	lb	52		
CC200	Concent Gal	lb	354		
E100	Pickup Mileage	mi	70		
E101	Heavy Equipment Mileage	mi	140		
E113	Bulk Delivery	lb	670		
CE204	Depth Charge 3001-4000'	sq	1		
CE240	Concent Service Charge	sq	205		
S003	Service Supervisor	sq	1		

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CHEMICAL / ACID DATA:			

SUB TOTAL		534210
SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		

SERVICE REPRESENTATIVE [Signature] THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]  
(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 30th 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 or 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 rigging 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 Returns:

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 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 caused 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.

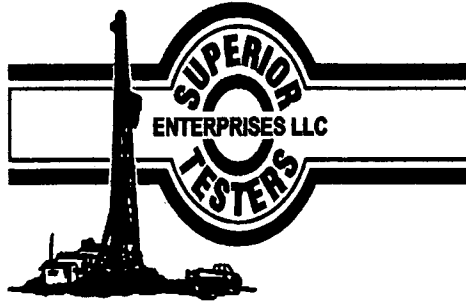
BES reserves the right to change or modify the design of any BES product without obligation to furnish or install such changes or modification on products previously or subsequently sold.

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.

Those terms and conditions 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.



**DRILL STEM TEST REPORT**

Prepared For: **Hupfer Operating, Inc.**

P.O. Box 3912 Shawnee, Kansas 66203+0912

ATTN: Denis Hupfer

**16/16S/13W Barton**

**Wittig-Shelton #4**

Start Date: 2010.10.16 @ 00:54:00

End Date: 2010.10.16 @ 07:31:30

Job Ticket #: 15702                      DST #: 1

RECEIVED

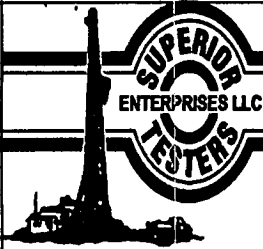
DEC 17 2010

KCC WICHITA

Superior Testers Enterprises LLC  
PO Box 138 Great Bend KS 67530  
1-800-792-6902

Printed: 2010.10.18 @ 08:35:34

Hupfer Operating, Inc.      Wittig-Shelton #4      16/16S/13W Barton      DST # 1      Arbuckle      2010.10.16



# DRILL STEM TEST REPORT

Hupfer Operating, Inc.

**Wittig-Shelton #4**

P.O. Box 3912 Shawnee, Kansas 66203+0912

**16/16S/13W Barton**

Job Ticket: 15702

**DST#: 1**

ATTN: Denis Hupfer

Test Start: 2010.10.16 @ 00:54:00

## GENERAL INFORMATION:

Formation: **Arbuckle**

Deviated: No Whipstock ft (KB)

Time Tool Opened: 02:37:00

Time Test Ended: 07:31:30

Test Type: Conventional Bottom Hole (Initial)

Tester: Dylan E. Ellis

Unit No: 3345-Great Bend- 63

Interval: **3330.00 ft (KB) To 3388.00 ft (KB) (TVD)**

Total Depth: 3388.00 ft (KB) (TVD)

Hole Diameter: 7.88 inches Hole Condition: Fair

Reference Elevations: 1932.00 ft (KB)

1924.00 ft (CF)

KB to GR/CF: 8.00 ft

**Serial #: 8400** Outside

Press@RunDepth: 562.25 psia @ 3385.16 ft (KB)

Start Date: 2010.10.16

Start Time: 00:55:00

Capacity: 5000.00 psia

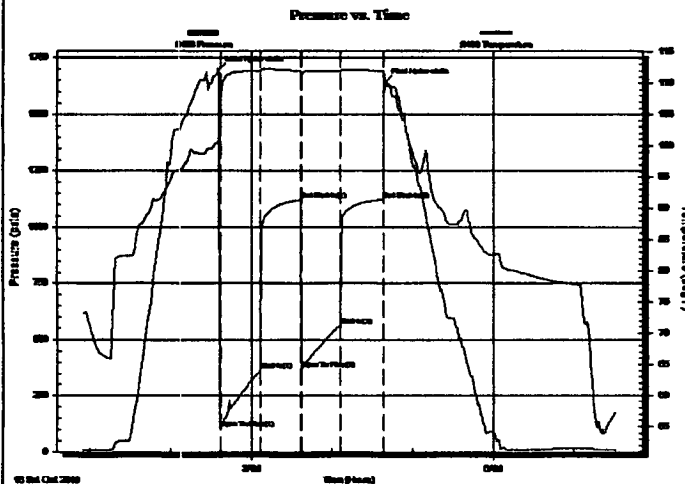
Last Calib.: 2010.10.16

End Date: 2010.10.16

Time On Btm: 2010.10.16 @ 02:35:30

Time Off Btm: 2010.10.16 @ 04:39:30

**TEST COMMENT:** 1ST Opening 30 Minutes steady fair blow /blow blew to bottom of a 5 gallon bucket of water in 3 minutes  
 1ST Shut-in 30 Minutes no blow back  
 2ND Opening 30 Minutes fair blow /blow was weaker than the first blow /blow built to 6 inches into a 5 gallon bucket of water



## PRESSURE SUMMARY

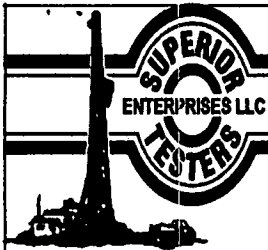
Time (Min.)	Pressure (psia)	Temp (deg F)	Annotation
0	1699.09	100.86	Initial Hydro-static
2	105.30	103.02	Open To Flow (1)
31	363.46	112.04	Shut-in(1)
61	1120.20	111.97	End Shut-in(1)
62	369.12	111.45	Open To Flow (2)
91	562.25	112.02	Shut-in(2)
123	1122.44	111.98	End Shut-in(2)
124	1642.81	109.78	Final Hydro-static

## Recovery

Length (ft)	Description	Volume (bbl)
663.00	Muddy Water	9.30
0.00	Mud 30% Water 70%	0.00
420.00	Muddy Water with slight skim of oil	5.89
0.00	Oil 2% Mud 28% Water 70%	0.00
60.00	Slighty Oil on top Mud and Water	0.84
0.00	1% Oil Mud 15% Water 84%	0.00

## Gas Rates

	Choke (inches)	Pressure (psia)	Gas Rate (Mcf/d)



# DRILL STEM TEST REPORT

Hupfer Operating, Inc.  
 P.O. Box 3912 Shawnee, Kansas 66203+0912  
 ATTN: Denis Hupfer

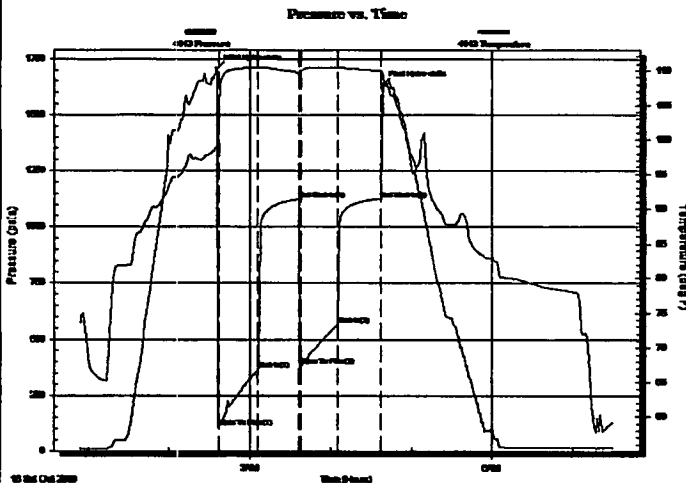
**Wittig-Shelton #4**  
**16/16S/13W Barton**  
 Job Ticket: 15702      DST#: 1  
 Test Start: 2010.10.16 @ 00:54:00

## GENERAL INFORMATION:

Formation: **Arbuckle**  
 Deviated: **No Whipstock**      ft (KB)  
 Test Type: **Conventional Bottom Hole (Initial)**  
 Time Tool Opened: **02:37:00**  
 Tester: **Dylan E Ellis**  
 Time Test Ended: **07:31:30**  
 Unit No: **3345-Great Bend- 63**  
 Interval: **3330.00 ft (KB) To 3388.00 ft (KB) (TVD)**  
 Reference Elevations: **1932.00 ft (KB)**  
 Total Depth: **3388.00 ft (KB) (TVD)**  
**1924.00 ft (CF)**  
 Hole Diameter: **7.88 inches** Hole Condition: **Fair**  
 KB to GR/CF: **8.00 ft**

**Serial #: 4143**      **Inside**  
 Press@RunDepth: **1125.78 psia @ 3384.16 ft (KB)**      Capacity: **5000.00 psia**  
 Start Date: **2010.10.16**      End Date: **2010.10.16**      Last Calib.: **2010.10.16**  
 Start Time: **00:54:01**      End Time: **07:30:16**      Time On Btmr: **2010.10.16 @ 02:35:16**  
 Time Off Btmr: **2010.10.16 @ 04:38:16**

**TEST COMMENT:** 1ST Opening 30 Minutes steady fair blow /blow blew to bottom of a 5 gallon bucket of water in 3 minutes  
 1ST Shut-In 30 Minutes no blow back  
 2ND Opening 30 Minutes fair blow /blow w as weaker than the first blow /blow built to 6 inches into a 5 gallon bucket of water



## PRESSURE SUMMARY

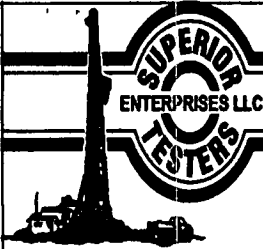
Time (Min.)	Pressure (psia)	Temp (deg F)	Annotation
0	1708.57	98.85	Initial Hydro-static
2	109.16	105.08	Open To Flow (1)
31	365.56	110.43	Shut-In(1)
61	1123.74	109.72	End Shut-In(1)
63	383.90	110.11	Open To Flow (2)
90	565.13	110.39	Shut-In(2)
122	1125.78	109.94	End Shut-In(2)
123	1636.02	109.54	Final Hydro-static

## Recovery

Length (ft)	Description	Volume (bbl)
663.00	Muddy Water	9.30
0.00	Mud 30% Water 70%	0.00
420.00	Muddy Water with slight skim of oil	5.89
0.00	Oil 2% Mud 28% Water 70%	0.00
60.00	Slighty Oil on top Mud and Water	0.84
0.00	1% Oil Mud 15% Water 84%	0.00

## Gas Rates

	Choke (inches)	Pressure (psia)	Gas Rate (Mcf/d)



# DRILL STEM TEST REPORT

TOOL DIAGRAM

Hupfer Operating, Inc.  
 P.O. Box 3912 Shaw nee, Kansas 66203+0912  
 ATTN: Denis Hupfer

**Wittig-Shelton #4**  
**16/16S/13W Barton**  
 Job Ticket: 15702      DST#: 1  
 Test Start: 2010.10.16 @ 00:54:00

### Tool Information

Drill Pipe:	Length: 3329.00 ft	Diameter: 3.80 inches	Volume: 46.70 bbl	Tool Weight: 2000.00 lb
Heavy Wt. Pipe:	Length: 0.00 ft	Diameter: 0.00 inches	Volume: 0.00 bbl	Weight set on Packer: 20000.00 lb
Drill Collar:	Length: 0.00 ft	Diameter: 0.00 inches	Volume: 0.00 bbl	Weight to Pull Loose: 10000.00 lb
			<u>Total Volume: 46.70 bbl</u>	Tool Chased 0.00 ft
Drill Pipe Above KB:	28.00 ft			String Weight: Initial 44000.00 lb
Depth to Top Packer:	3330.00 ft			Final 49000.00 lb
Depth to Bottom Packer:	ft			
Interval between Packers:	58.16 ft			
Tool Length:	87.16 ft			
Number of Packers:	2	Diameter: 6.75 inches		

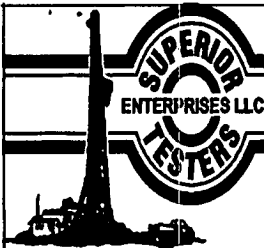
Tool Comments:

### Tool Description

Length (ft)    Serial No.    Position    Depth (ft)    Accum. Lengths

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths
Change Over Sub	1.00			3302.00	
Shut-In Tool	5.00			3307.00	
Hydroic Tool	5.00			3312.00	
Jars	6.00			3318.00	
Safety Joint	2.00			3320.00	
Packer	5.00			3325.00	29.00      Bottom Of Top Packer
Packer	5.00			3330.00	
Perforations	10.00			3340.00	
Change Over Sub	0.75			3340.75	
Drill Pipe	31.66			3372.41	
Change Over Sub	0.75			3373.16	
Perforations	10.00			3383.16	
Recorder	1.00	4143	Inside	3384.16	
Recorder	1.00	8400	Outside	3385.16	
Bullnose	3.00			3388.16	58.16      Bottom Packers & Anchor

**Total Tool Length: 87.16**



# DRILL STEM TEST REPORT

FLUID SUMMARY

Hupfer Operating, Inc.  
 P.O. Box 3912 Shawnee, Kansas 66203+0912  
 ATTN: Denis Hupfer

Wittig-Shelton #4  
 16/16S/13W Barton  
 Job Ticket: 15702      DST#: 1  
 Test Start: 2010.10.16 @ 00:54:00

## Mud and Cushion Information

Mud Type: Gel Chem	Cushion Type:	Oil API:	deg API
Mud Weight: 9.00 lb/gal	Cushion Length: ft	Water Salinity:	ppm
Viscosity: 61.00 sec/qt	Cushion Volume: bbl		
Water Loss: 7.99 in <sup>3</sup>	Gas Cushion Type:		
Resistivity: ohm.m	Gas Cushion Pressure: psia		
Salinity: 2800.00 ppm			
Filter Cake: 2.00 inches			

## Recovery Information

Recovery Table

Length ft	Description	Volume bbl
663.00	Muddy Water	9.300
0.00	Mud 30% Water 70%	0.000
420.00	Muddy Water with slight skim of oil	5.891
0.00	Oil 2% Mud 28% Water 70%	0.000
60.00	Slighty Oil on top Mud and Water	0.842
0.00	1% Oil Mud 15% Water 84%	0.000
0.00	Chlorides 18,000.0	0.000
0.00	Resistivity was .58@69 Degrees	0.000

Total Length: 1143.00 ft      Total Volume: 16.033 bbl  
 Num Fluid Samples: 0      Num Gas Bombs: 0      Serial #:  
 Laboratory Name:      Laboratory Location:  
 Recovery Comments: The swivel head came unscrewed and was not found until the end of the test!

