

CONFIDENTIAL

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1  
October 2008  
Form Must Be Typed

5/10/11

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 33513

Name: FIVE STAR ENERGY, INC

Address 1: 215 E. 14TH

Address 2: \_\_\_\_\_

City: HARPER State: KS Zip: 67058 + \_\_\_\_\_

Contact Person: HOWARD SHORT

Phone: (620) 896-2710

CONTRACTOR: License # 30891

Name: LEIKER WELL SERVICE

Wellsite Geologist: JEFF BURK

Purchaser: \_\_\_\_\_

Designate Type of Completion:

- New Well     Re-Entry     Workover
- Oil     SWD     SIOW
- Gas     ENHR     SIGW
- CM (Coal Bed Methane)     Temp. Abd.
- Dry     Other \_\_\_\_\_  
(Core, WSW, Expl., Cathodic, 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

Plug Back: \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_

Commingled    Docket No.: \_\_\_\_\_

Dual Completion    Docket No.: \_\_\_\_\_

Other (SWD or Enhr.?)    Docket No.: \_\_\_\_\_

1/22/10    2/9/10    3/30/10

Spud Date or Recompletion Date    Date Reached TD    Completion Date or Recompletion Date

API No. 15 - 033-21566-0000

Spot Description: SE SE SW

SE SE SW Sec. 27 Twp. 34 S. R. 20  East  West

330 Feet from  North /  South Line of Section

2970 Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:

NE     NW     SE     SW

County: COMANCHE

Lease Name: PETTY Well #: 3-27

Field Name: BOX RANCH

Producing Formation: VIOLA

Elevation: Ground: 1731 Kelly Bushing: 1740

Total Depth: 6309 Plug Back Total Depth: 6263

Amount of Surface Pipe Set and Cemented at: 697' Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set: 5308 Feet

If Alternate II completion, cement circulated from: \_\_\_\_\_

feet depth to: \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan AM I NJ S-13-10  
(Data must be collected from the Reserve Pit)

Chloride content: 6500 ppm Fluid volume: 320 bbls

Dewatering method used: EVAPORATION

Location of fluid disposal if hauled offsite:

Operator Name: OIL PRODUCERS, INC.

Lease Name: RICH C-9 SWD License No.: 8061

Quarter SE Sec. 22 Twp. 32 S. R. 19  East  West

County: COMANCHE Docket No.: D 28178

**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.

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: Howard Short

Title: Pres Date: 5/7/10

Subscribed and sworn to before me this 7th day of MAY

20 10

Notary Public: Robert L. Miller

Date Commission Expires: 5/26/13

NOTARY PUBLIC - State of Kansas  
**Robert L. Miller**  
My Appt. Expires 5/26/13

KCC Office Use ONLY

- Letter of Confidentiality Received
- If Denied, Yes  Date: \_\_\_\_\_ RECEIVED
- Wireline Log Received KANSAS CORPORATION COMMISSION
- Geologist Report Received
- UIC Distribution

MAY 10 2010

CONSERVATION DIVISION  
WICHITA, KS

Operator Name: FIVE STAR ENERGY, INC Lease Name: PETTY Well #: 3 MAY 10 2010  
 Sec. 27 Twp. 34 S. R. 20  East  West County: COMANCHE **CONFIDENTIAL**

**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 copy of all Electric Wireline 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 <i>(Submit Copy)</i>  List All E. Logs Run: <u>DI,MLT,CNT,LDT</u>	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Name</td> <td style="width:20%;">Top</td> <td style="width:20%;">Datum</td> </tr> <tr> <td>HEEBNER</td> <td>4144</td> <td>2404</td> </tr> <tr> <td>B/KC</td> <td>4879</td> <td>3139</td> </tr> <tr> <td>CHEROKEE SH</td> <td>5047</td> <td>3307</td> </tr> <tr> <td>MISS</td> <td>5167</td> <td>3427</td> </tr> <tr> <td>VIOLA</td> <td>6142</td> <td>4402</td> </tr> </table>	Name	Top	Datum	HEEBNER	4144	2404	B/KC	4879	3139	CHEROKEE SH	5047	3307	MISS	5167	3427	VIOLA	6142	4402
Name	Top	Datum																	
HEEBNER	4144	2404																	
B/KC	4879	3139																	
CHEROKEE SH	5047	3307																	
MISS	5167	3427																	
VIOLA	6142	4402																	

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
conductor	32"	20"		80'	grout		
surface csg.	12 1/4"	8 5/8"	24#	690	a-con/com	400	cellflake,cc,ce
production	8 5/8"	5 1/2"	15.5#	6300	aa/60/40pc	420	cellflake,gas b

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>
1 spf	6158-60	RECEIVED KANSAS CORPORATION COMMISSION  MAY 10 2010  CONSERVATION DIVISION WICHITA, KS

TUBING RECORD:	Size: <u>2 3/8"</u>	Set At: <u>6160'</u>	Packer At:	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr. <u>5/3/10</u>		Producing Method: <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)		
Estimated Production Per 24 Hours	Oil Bbbs. <u>24</u>	Gas Mcf <u>750</u>	Water Bbbs. <u>20</u>	Gas-Oil Ratio Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input checked="" 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 <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>6158-60'</u>
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# Koda Services, Inc.

# INVOICE

Conductor and Rat Hole Drilling, Landfill Gas Drilling and Well Construction Nationwide

Date	Invoice #
12/15/2009	8082

<b>Bill To</b>
Five Star Energy 215 East 14th St Harper, KS 67046

**KCC**  
**MAY 10 2010**  
**CONFIDENTIAL**

Ordered By	Terms	Field Tkt	Legal Description	Lease Name	Drill Rig
Howard Short	Net 30	5396		Petty 3-27	
Item	Quantity	Description			
Conductor	80	Drilled 80' of 32" hole for conductor			
20" Pipe	80	Furnished 80' of 20" conductor pipe			
Conductor		Ream Hole			
60" X 5'	1	Furnished 5 x 5 tinhorn			
Dirt Removal		Provided Labor and Equipment for dirt removal and cleanup			
Mud/Water		Freight/Trucking charge for mud/water			
Welder		Welder			
Grout		Furnished grout			
Deliver Grout		Deliver grout to location			
Cover Plate	1	Cover Plate			
		23025' 60#055			
				<b>Subtotal</b>	\$9,100.00
				<b>Sales Tax (5.3%)</b>	\$178.88
Thank you for your business.				<b>Total</b>	\$9,278.88

P.O. Box 66 • Woodward, OK 73802-0066 • Phone: (580)254-5019 • Fax: (580) 254-5908

RECEIVED  
KANSAS CORPORATION COMMISSION

MAY 10 2010

CONSERVATION DIVISION  
WICHITA, KS



**BASIC**<sup>SM</sup>  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

KCC

MAY 10 2010

FIELD SERVICE TICKET  
1718 1272 A

CONFIDENTIAL

27-345-20W

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

DATE OF JOB	1-24-10	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	Five Star Energy, Incorporated			LEASE	Petty				WELL NO.	3-27
ADDRESS				COUNTY	Comanche		STATE	Kansas		
CITY	STATE			SERVICE CREW	C. Messick; R. Cox, M. McGraw					
AUTHORIZED BY				JOB TYPE:	C.N.W. - Surface					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME	
19,866	1						1-23-10	PM	12:30	
						ARRIVED AT JOB	1-23-10	AM	4:00	
27,462	1					START OPERATION	1-24-10	AM	12:30	
						FINISH OPERATION	1-24-10	PM	1:30	
19,831-19,862	1					RELEASED	1-24-10	AM	2:15	
27463						MILES FROM STATION TO WELL	15			

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
CP 101	A-Con Blend Cement	sk	200		\$ 3,600.00
CP 100	Common Cement	sk	200		\$ 3,200.00
	RECEIVED KANSAS CORPORATION COMMISSION				
	MAY 10 2010				
CC 102	Cellflake	Lb	100		\$ 370.00
CC 109	Calcium Chloride	Lb	1,128		\$ 1,184.40
CC 200	Cement Gel	lb	376		\$ 94.00
	CONSERVATION DIVISION WICHITA, KS				
CF 105	Top Rubber Plug, 8 5/8"	lea	1		\$ 225.00
CF 1453	Insert Float Valve, 8 5/8"	lea	1		\$ 280.00
CF 1753	Centralizer, 8 5/8"	lea	2		\$ 180.00
CF 1903	Basket, 8 5/8"	lea	1		\$ 315.00
E 101	Heavy Equipment Mileage	mi	1.50		\$ 1,050.00
E 113	Bulk Delivery	tm	1,410		\$ 2,256.00
E 100	Pickup Mileage	mi	75		\$ 318.75
S 003	Service Supervisor	lea	1		\$ 175.00
CE 240	Blending and Mixing Service	sk	400		\$ 560.00
CE 201	Cement Pump: 501 Feet To 1,000 Feet	lea	1		\$ 1,200.00
CE 504	Plug Container	lea	1		\$ 250.00
				SUB TOTAL	\$ 7,018.75
				SERVICE & EQUIPMENT	%TAX ON \$
				MATERIALS	%TAX ON \$
				TOTAL	

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE: Carlene R. Messick THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: Terry A. ...  
FIELD SERVICE ORDER NO. \_\_\_\_\_ (WELL OWNER OPERATOR CONTRACTOR OR AGENT)

## 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**<sup>SM</sup>  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

KCC

MAY 10 2010

CONFIDENTIAL

FIELD SERVICE TICKET

1718 1037 A

27-345-20W

DATE

TICKET NO.

DATE OF JOB	2-11-10	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	Five Star Energy, Incorporated			LEASE	Petty			WELL NO.	3-27						
ADDRESS				COUNTY	Comanche			STATE	Kansas						
CITY				STATE											
AUTHORIZED BY				SERVICE CREW	C. Messick; M. McGuire; D. Phye; E. McGraw										
				JOB TYPE:	C.N.W. - Two Stage Long String										
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	2-10-10	DATE	2-10-10	AM	1:00	TIME			
19,866	4	19,832-19,918	4			ARRIVED AT JOB				AM	6:30				
19,903-19,905	4	19,831-19,862	4			START OPERATION	2-11-10			AM	7:00				
<del>19,832-19,918</del>						FINISH OPERATION				AM	1:00				
						RELEASED	2-11-10			AM	1:30				
						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
P CP 105	AA-2 Cement	Sfr	150	\$ 17.00	\$ 2,550.00
P CP 105	AA-2 Cement	Sfr	220	\$ 17.00	\$ 3,740.00
P CP 103	60/40 Poz Cement	Sfr	50	\$ 12.00	\$ 600.00
P CC 102	Cellflakre	Lb	93	\$ 3.50	\$ 325.50
P CC 105	Defoamer	Lb	87	\$ 4.00	\$ 348.00
P CC 111	Salt (Fine)	Lb	1,792	\$ 0.50	\$ 896.00
P CC 112	Cement Friction Reducer	Lb	105	\$ 6.00	\$ 630.00
P CC 115	Gas Blokr	Lb	348	\$ 5.00	\$ 1,740.00
P CC 129	FLA-322	Lb	174	\$ 7.50	\$ 1,305.00
P CC 201	Gilsonite	Lb	1,250	\$ 1.00	\$ 1,250.00
P CC 155	Super Flush II	Gal	1,000	\$ 1.53	\$ 1,530.00
P CF 401	Two Stage Cement Collar, 5 1/2"		1ea	\$ 6,100.00	\$ 6,100.00
P CF 601	Latch Down Plug and Baffle, 5 1/2"		1ea	\$ 850.00	\$ 850.00
P CF 1251	Auto Fill Float Shoe, 5 1/2"		1ea	\$ 360.00	\$ 360.00
P CF 1651	Turbolizer, 5 1/2"		12ea	\$ 110.00	\$ 1,320.00
P CF 1901	Basket, 5 1/2"		1ea	\$ 290.00	\$ 290.00

SUB TOTAL

CHEMICAL / ACID DATA:			

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

TOTAL

*[Signature]*

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

FIELD SERVICE ORDER NO.

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

## 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 not for loss or damage arising from the performance of our services or resulting therefrom.

BES shall not be liable or responsible for a Customer shall defend, indemnify, and save BES harmless, and its officers, agents or employees, from and against any and all claims or causes of action for damage to Customer's property and of the well owner, or any third person, and for bodily injury, sickness or disease, including death resulting 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 BE 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.