

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

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 # 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: James Musgrove
Purchaser: NCRA

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 (Corr. 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 #: _____
5/28/2011 6/1/2011 6/2/2011
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API No. 15 - 009-25,546-00-00
Spot Description: 50'S of
NW SW NE Sec. 17 Twp. 16 S. R. 13 East West
3,580 Feet from North / South Line of Section
2,310 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Barton
Lease Name: Popp Well #: 3
Field Name: Trapp
Producing Formation: Arbuckle
Elevation: Ground: 1952 Kelly Bushing: 1960
Total Depth: 3416 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 475.47 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
Title: President Date: July, 2011

KCC Office Use ONLY
RECEIVED
Date: JUL 18 2011
 Letter of Confidentiality Received
Date: _____
 Confidential Release Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution
ALT I II III Approved by: _____ Date: _____

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Operator Name: Hupfer Operating, Inc. Lease Name: Popp Well #: 3
 Sec. 17 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 checked="" 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: <u>Gamma Ray Neutron Bond Log</u>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input 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>3089</td> <td>-1129</td> </tr> <tr> <td>Toronto</td> <td>3108</td> <td>-1148</td> </tr> <tr> <td>Douglas</td> <td>3121</td> <td>-1161</td> </tr> <tr> <td>Lansing</td> <td>3169</td> <td>-1209</td> </tr> <tr> <td>Base K.C.</td> <td>3364</td> <td>-1404</td> </tr> <tr> <td>Arbuckle</td> <td>3413</td> <td>-1453</td> </tr> <tr> <td>R.T.D.</td> <td>3418</td> <td>-1458</td> </tr> </table>	Name	Top	Datum	Heebner	3089	-1129	Toronto	3108	-1148	Douglas	3121	-1161	Lansing	3169	-1209	Base K.C.	3364	-1404	Arbuckle	3413	-1453	R.T.D.	3418	-1458
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R.T.D.	3418	-1458																							

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	475.47	Common	225	2%Gel&3%CC
Production String	7 7/8	5 1/2	14	3415	50/50Poz	150	4%Gel-2%CC

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose Open Hole	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input checked="" type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone	3414 to 3418	Common	75 sxs.	2% cc, cal-set 6% cement gel 2%

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
	Bridge plug - Drillable		3400
4 holes per ft.	Lansing - Perforation	1200 gal. 15% mud	3204-3210 3306-3313

TUBING RECORD: Size: <u>2-7/8</u> Set At: <u>3380</u> Packer At: <u> </u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of First, Resumed Production, SWD or ENHR. <u>June 25, 2011</u>	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) <u> </u>
Estimated Production Per 24 Hours	Oil Bbls. <u>5</u> Gas Mcf <u>TSTM</u> Water Bbls. <u>3</u> Gas-Oil Ratio <u> </u> Gravity <u>38</u>

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input checked="" type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5) (Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) <u> </u>	PRODUCTION INTERVAL: <u>3306 to 3313 - Lansing</u> <u>3204 to 321 - Lansing</u>
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Shut In - TSTM



BASIC
ENERGY SERVICES

1 of 1	1001947	06/07/2011
INVOICE NUMBER		
1718 - 90614477		

Pratt (620) 672-1201
 B HUPFER OPERATING INC
 I PO Box: 3912
 L SHAWNEE
 L KS US 66203
 T
 O ATTN:

J LEASE NAME Popp 3
 O LOCATION
 B COUNTY Barton
 S STATE KS
 I JOB DESCRIPTION Cement-New Well Casing/Pi
 T
 E JOB CONTACT

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40328367	19842		Net - 30 days	07/07/2011

For Service Dates: 06/02/2011 to 06/02/2011

0040328367

171804286A Cement-New Well Casing/Pi 06/02/2011
 5 1/2" Longstring

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
50/50 POZ	150.00	EA	8.69	1,303.43 T
60/40 POZ	50.00	EA	9.48	473.97 T
Cello-flake	38.00	EA	2.92	111.07 T
De-foamer (Powder)	32.00	EA	3.16	101.11 T
Cement Friction Reducer	38.00	EA	4.74	180.11 T
Calcium Chloride	252.00	EA	0.83	209.02 T
Cal-Set	750.00	EA	0.59	444.35 T
FLA-322	38.00	EA	5.92	225.14 T
Cement Gel	252.00	EA	0.20	49.77 T
Gilsonite	750.00	EA	0.53	396.95 T
Latch Down Plug & Baffle 5 1/2" (Blue)	1.00	EA	315.98	315.98
Cementing Shoe Packer Type 5 1/2" (Red)	1.00	EA	2,922.84	2,922.84
Turbolizer 5 1/2" (Blue)	5.00	EA	86.90	434.48
Mud Flush	500.00	EA	0.68	339.68 T
Unit Mileage Charge-Pickups, Vans & Cars	70.00	HR	3.36	235.01
Heavy Equipment Mileage	140.00	MI	5.53	774.16
Proppant and Bulk Delivery Charges	592.00	MI	1.26	748.25
Depth Charge: 3001-4000'	1.00	HR	1,706.31	1,706.31
Blending & Mixing Service Charge	200.00	MI	1.11	221.19
Plug Container Utilization Charge	1.00	EA	197.49	197.49
Supervisor	1.00	HR	138.24	138.24

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	11,528.55
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	279.93
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	11,808.48
DALLAS, TX 75284-1903	MIDLAND, TX 79702		

Customer HUFFER OPERATING	Lease No.	Date 6-2-2011
Lease POPP	Well # 3	
Field Order # 4506	Station PRATT, KS.	Casing 5 1/2
		Depth 3416'
Type Job CNW - 5 1/2" L.S. W/PACKER SHOE	Formation	County BARTON
		State KS.
		Legal Description 17-16-13

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 5 1/2" x 14"	Tubing Size	Shots/Ft	CNT -	Acid	150SK 50/50 PZ	RATE	PRESS	ISIP
Depth 3415.66'	Depth	From	To	Pre Pad	@ 1.48 CUFT	Max		5 Min.
Volume 83 BBL	Volume	From	To	Pad		Min		10 Min.
Max Press 1500	Max Press	From	To	Frac		Avg		15 Min.
Well Connection P.C.	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth 3345'	Packer Depth	From	To	Flush	83 BBL	Gas Volume		Total Load

Customer Representative DENNIS HUFFER	Station Manager D. SCOTT	Treater K. LESLEY
Service Units 19870	19889	19842
19832	19862	
Driver Names LESLEY MITCHELL	BRUNGARDT	

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1:50AM					ON LOCATION - SAFETY MEETING
5:36AM					RUN 81 JTS. - 5 1/2" x 14" CSG.
					CENTRALIZER - 2, 4, 6, 8, 10
7:15AM					CSG. SET 3' OFF BOTTOM
7:20AM					HOOK UP TO CSG. / BREAK CIRC. W/ RIG
7:25AM					DROP PACKER SHOE BALL
8:00AM	1300				SET PACKER W/PUMP TROCK
8:00AM					CIRCULATE
8:10AM	150		5	6	H ₂ O AHEAD
8:15AM	150		12	6	MUD FLUSH
8:17AM	150		5	6	H ₂ O SPACER
8:18AM	100		40	6	MIX 150 SK 50/50 PZ @ 13.8 PPG
8:25AM					SHUT DOWN - CLEAR PUMP & LINE
8:30AM					DROP LATCH DOWN PLUG
8:35AM	80		0	7	START DISPLACEMENT
8:43AM	300		57	6	LIFT PRESSURE
8:47AM	500		73	5	SLOW RATE
8:50AM	1500		83	4	PLUG DOWN - HELD
9:00AM			6, 4		PLUG R.H. 3/4 M.H.
					CIRCULATION THRU JOBS
					JOB COMPLETE,
					THANKS - KEVIN LESLEY

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ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 04286 A

DATE _____ TICKET NO. _____

DATE OF JOB <u>6-2-2011</u> DISTRICT <u>Pratt, KS.</u>		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 <u>MUFFER OPERATING, INC.</u>		LEASE <u>POPP</u> WELL NO. <u>3</u>								
ADDRESS		COUNTY <u>BARTON</u> STATE <u>KS.</u>								
CITY STATE		SERVICE CREW <u>CE SLOV, MITCHELL, BRUNGA DT</u>								
AUTHORIZED BY		JOB TYPE: <u>CAW - 5 1/2' 2.5.</u>								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
<u>17870</u>	<u>1</u>									<u>8:00</u>
<u>17870-1842</u>	<u>1</u>					ARRIVED AT JOB		AM		<u>1:50</u>
<u>19833-19842</u>	<u>1</u>					START OPERATION		AM		<u>1:00</u>
						FINISH OPERATION		AM		<u>1:50</u>
						RELEASED		AM		<u>7:15</u>
						MILES FROM STATION TO WELL	<u>70</u>			

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 104	50/50 POZ	SK	150		
CP 103	60/140 POZ	SK	50		
CC 102	CELL-FLAKE	lb	38		
CC 105	DE-FLAMER	lb	38		
CC 109	CALCIUM CHLORIDE	lb	252		
CC 112	CEMENT FRICTION REDUCER	lb	38		
CC 113	CAH-5ET	lb	750		
CC 129	FLA-302	lb	38		
CC 200	CEMENT GEL	lb	252		
CC 201	CHLORALITE	lb	750		
CE 107	LARGE DOWNHOLE Baffle, 5'1/2"	EA	1		
CE 1001	CEMENT PARKER SHOE, 5'1/2"	EA	1		
CE 1051	TURBOLIZER, 5'1/2"	EA	5		
CC 151	MUDELUK	gal	500		

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CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE <u>[Signature]</u>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <u>[Signature]</u>
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. Customer's invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees, and court costs.

Taxes:

All prices are exclusive of any Federal, State or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable. If payment of any applicable royalty or license fee is required in connection with any service performed by BES for Customer, such royalty or license fee will be billed to the Customer in addition to the price of the services performed.

Special Pricing Provisions:

All materials listed in the price schedule are F.O.B. our field stock.

All prices are subject to change without notice. The prices in this price list apply to normal operations. Special jobs under unusual circumstances on jobs requiring unusual mobilization of equipment and/or personnel, such as blowouts, experimental jobs, etc., are to be subject to special price quotations.

Orders for products of special design, size or materials are not subject to cancellation after processing of such order has begun by BES. Equipment altered, made to Customer's specifications, or requiring special handling, is subject to special prices.

If materials or services are ordered and the Customer cancels same after the materials have been prepared, a charge will be made to the Customer for expenses incurred.

Customer states that the well and all support personnel and services not being supplied by BES are ready and in condition to receive the materials and services being supplied by BES. Customer will be subject to a charge for "stand-by" time incurred by BES. For all BES services, stand-by time is all time our equipment is on location prior to commencement of operations or after completion of operations and is not operating for reasons not within the control of BES. Stand-by time is calculated from time of arrival on location or arrival time as scheduled by Customer, whichever is later, and until equipment is released by Customer.

Towing Charges:

We will make reasonable attempts to get to and from the well under our own power. Should we be unable to do so because of poor or inadequate road conditions, and it becomes necessary to employ a tractor or other pulling equipment, such equipment will be supplied by the customer, or if furnished by us, the cost will be charged to the customer. In either event, Customer assumes liability for any damages arising from such pulling or arising from inadequate access to the well site.

Product Return:

Any BES Products that have been in the hands of the Customer, if not special or obsolete, will be accepted for credit, subject to our approval and inspection, if they are new unused and in salable condition. The Customer will pay the return freight, and will receive credit at the original purchase price less the original outbound freight. Any material classified or ordered as special is not subject to return or cancellation privileges.

Service Warranty:

There are obviously many conditions in and about the well which we can have no knowledge and over which we can have no control. Therefore, we do not guarantee any particular results from services to be performed hereunder. In interpreting information and making recommendations, either written or oral, as to type or amount of material or service to be furnished, or manner of performance, or in predicting results to be obtained therefrom, BES will give Customer the benefit of its best judgment based on its experience in the field. However, due to the Customer's control of the well the impracticality of providing BES with all the data concerning same, and the necessary reliance of BES upon supporting services, data and facts supplied by others, BES does not guarantee or warrant the accuracy or correctness of any facts, information or data furnished by BES or any interpretation of tests, meter readings, chart information, analysis of research or recommendations made by BES, unless caused by the willful misconduct or gross negligence of BES in the preparation of furnishing of such facts, information or data and NO WARRANTY IS GIVEN CONCERNING THE RECOMMENDATIONS MADE OR SERVICES RENDERED BY THE COMPANY AND NO WARRANTY IS MADE CONCERNING THE RESULTS SOUGHT TO BE OBTAINED THROUGH USE OF MATERIALS RECOMMENDED BY THE COMPANY. The Company's liability for injury to all persons or damage to any property or property rights, including but not limited to reservoir damage sub-surface trespass or drainage, etc., occasioned by reason of materials sold or rented or services performed hereunder shall be limited to those occurring due to the acts of willful misconduct or gross negligence of BES, and Customer agrees to be responsible for and indemnify BES against any loss or damage it may sustain by reason of materials sold or rented or services performed hereunder, unless such loss or damage is caused by the willful misconduct or gross negligence of BES.

Product Warranty:

BES warrants all materials, products and supplies manufactured or furnished by it to be free from defects in material and workmanship, under normal use and service, when installed, used and serviced in the manner provided and intended, and that it can convey good title thereto. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BES's liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale of use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on the return to BES or at BES's option, to the allowance to the customer of credit for the cost of such items. In no event shall BES be liable for special, incidental, indirect, punitive or consequential damages.

Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons 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 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.

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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 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 therefrom, brought by or on behalf of Customer, the well owner, or any third person, arising out of or in connection with BES's performance of services or the furnishing of materials, products and supplies, unless caused by the willful misconduct or gross negligence of BES.

Customer shall also be responsible for and shall defend, indemnify and save BES harmless, and its officers, agents or employees, from and against any and all claims, causes of action and liabilities for damages occur-

ring as a result of sub-surface trespass arising out of any oil well operations or services performed by BES, this provision applying to any claims or legal actions or royalty owners, working interest holders, overriding royalty interest holders, or any other person or concern.

Should any of our equipment, tools or instruments become lost in the well when performing or attempting to perform our services hereunder, it is understood that the Customer shall make reasonable effort to recover the lost equipment. The Customer shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of any such lost equipment, tools or instruments and if such equipment, tools or instruments are not recovered, Customer shall pay BES its replacement cost unless such loss is due to the sole negligence of BES. If BES's equipment, tools or instruments are damaged in the well, Customer shall pay BES the lesser of its replacement cost or the cost of repairs unless such damage is caused by the sole negligence of BES.

Work done by BES shall be under the direction, supervision and control of the owner, operator, or his agent and BES will perform the work as an independent contractor and not as an employee or agent of the owner or operator.

The Customer shall at all times have complete care, custody and control of the well, the drilling and production equipment at the well and the premises about the well.

Any delays or failure by BES in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident riot, acts of God, or any contingencies beyond the reasonable control of BES. Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

General Provisions:

Wherever the initials BES appear in this document, they are intended solely to be an abbreviation of Basic Energy Services LP, and are used in substitution of such full name as if the full name were set out in each instance.

Any modifications of this document by the Customer, and all additional or different terms included in the Customer's purchase order or any other document responding to this document, are hereby objected to BY REQUESTING ANY OF THE GOODS AND SERVICES SET FORTH HEREIN BUYER AGREES TO ALL THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT.

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

Information regarding our services rendered in Customer's well is held in strict confidence and will be released to others only upon written approval by owner, or when required by Federal, State or Local Laws, Regulations, Orders or Ordinances, or for use as evidence in court proceedings involving the subject matter of services rendered.

Failure to enforce any or all of the herein specified terms or conditions in any particular instance shall not constitute a continuing waiver, or preclude subsequent enforcement thereof.

No employee, representative or agent other than an officer of BES is empowered to alter any of the herein specified terms and conditions.

These terms and condition shall be governed by the laws of the State of Texas, and in case of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



1 of 1	1001947	06/14/2011
INVOICE NUMBER		
1718 - 90620210		

Pratt (620) 672-1201
 B HUPFER OPERATING INC
 I PO Box: 3912
 L SHAWNEE
 L KS US 66203
 T
 O ATTN:

J LEASE NAME Popp 3
 O LOCATION
 B COUNTY Barton
 S STATE KS
 I JOB DESCRIPTION Cement-Casing Seat-Prod W
 T
 E JOB CONTACT

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40331190	19842		Net - 30 days	07/14/2011

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<i>For Service Dates: 06/13/2011 to 06/13/2011</i>				
0040331190				
171804296A Cement-Casing Seat-Prod W 06/13/2011 Squeeze				
Common	75.00	EA	12.64	947.86 T
De-foamer (Powder)	6.00	EA	3.16	18.96 T
Cement Friction Reducer	12.00	EA	4.74	56.87 T
FLA-322	12.00	EA	5.92	71.09 T
Unit Mileage Charge-Pickups, Vans & Cars	70.00	HR	3.36	234.99 T
Heavy Equipment Mileage	140.00	MI	5.53	774.09 T
Proppant and Bulk Delivery Charges	249.00	MI	1.26	314.69 T
Depth Charge; 3001-4000'	1.00	HR	1,706.15	1,706.15 T
Blending & Mixing Service Charge	75.00	MI	1.11	82.94 T
Supervisor	1.00	HR	138.23	138.23 T

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	4,345.87
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	317.25
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	4,663.12
DALLAS, TX 75284-1903	MIDLAND, TX 79702		

Customer HUFFER OIL & GAS	Lease No.	Date 6-13-2011
Lease POPP	Well # 3	
Field Order # 1016	Station PRATT, KS.	Casing 3 1/2" I.D.
		Depth
Type Job COSPW - SWEETEN	Formation HARBUCKLE	Legal Description 17-16-13w
		County BARTON
		State KS.

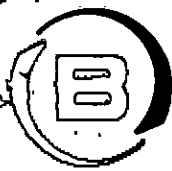
PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size 5 1/2"	Tubing Size 2 7/8"	Shots/Ft	Acid 75% COMMON	RATE	PRESS	ISIP		
Depth 46'	Depth 46'	From 3414'	To 3418'	Pre Pad @ 1.18 CU FT	Max	5 Min.		
Volume 1.507 M	Volume 1.375 M	From	To	Pad	Min	10 Min.		
Max Press 500	Max Press 1500	From	To	Frac	Avg	15 Min.		
Well Connection	Annulus Vol.	From	To		HHP Used	Annulus Pressure		
Plug Depth 3340	Packer Depth 3340	From	To	Flush 11.7 TUBULAR PACKER	Gas Volume	Total Load		

Customer Representative DENNIS HUFFER	Station Manager D. SCOTT	Treater K. LESLEY
Service Units 19870 19889 19842 19830 19862		
Driver Names LESLEY MITCHELL HUFFER LAWRENCE		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
2:00 PM					ON LOCATION - SAFETY MEETING
					PACKER SET AT 3340'
					PERFS AT 3414' TO 3418'
3:15 PM					HOOK UP TO WELL
3:45 PM	500		7.4	3.5	PSI ↑ BACKSIDE
3:48 PM	300	300	1.2	4	SWITCH OVER TO TUBING - INJECT. RATE
3:50 PM	700	200	5.5	4	MIX 25 SKS COMMON W/ FL @ 15.4"
3:53 PM	100	100	10.5	4	MIX 50 SKS COMMON @ 15.6"
3:55 PM	400	0	0	3	START DISPLACEMENT
4:06 PM	1000	1000	1.8	2	SHUT DOWN! - 1000 FEU TO 600 PSI
4:15 PM		1000	1.0	.5	PSI ↑
4:45 PM		1500	.25	1.0	PSI ↑ - WEIT TO 1500 PSI - HOLD
5:00 PM					RUN TEST - PERFORM CUT
5:25 PM					PULL IT.
5:30 PM					PSI ↑ TO 2000 PSI

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BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 04296 A

DATE _____ TICKET NO. _____

DATE OF JOB: 6-13-2011	DISTRICT: PRATT, KS.	NEW WELL <input type="checkbox"/>	OLD WELL <input checked="" type="checkbox"/>	PROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:		
CUSTOMER: HUDER & CREATIONS, INC.	LEASE: TROP	WELL NO. 3							
ADDRESS:	COUNTY: BARTON	STATE: KS.							
CITY:	STATE:	SERVICE CREW: (C. HAY, M. HILL, M. HAYES, L. HAYES)							
AUTHORIZED BY:	JOB TYPE: (CSPW) - SQUEEZE								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	ARR PM	TIME
11870	1.5						6-13-2011	11:00	
11871-11872	2.5					ARRIVED AT JOB		ARR PM	2:00
11872-11872	5.5					START OPERATION		ARR PM	2:15
						FINISH OPERATION		ARR PM	5:30
						RELEASED		ARR PM	6:00
						MILES FROM STATION TO WELL			70

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 100	CEMENT	SK	25		
CP 100	CEMENT	SK	50		
CP 105	TR. FOAMER	lb	6		
CP 112	CEMENT EMULSION REDUCER	lb	12		
CP 127	FLA. 300	lb	12		
E 100	PICKUP MILEAGE	M.I.	70		
E 101	HEADLINE W/FOAMER MILEAGE	M.I.E	140		
E 113	BULK DELIVERY CHARGE	TM	249		
CE 204	DEPT. CHARGE: 3000'-4000'	HRS	1-4		
CE 240	BLENDING SERVICE CHARGE	SK	75		
G. 003	SERVICE SUPERVISOR	EA	1		

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SUB TOTAL \$4,345.87

CHEMICAL / ACID DATA:			

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

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 Basco Energy Services LP, (hereinafter called BES) to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

Terms:

All Service Charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay BES in its office in Cisco, Texas, for all services and materials on or before the 20th of the following month after the date of the invoice. Customer's invoice is considered in default if payment has not been received by the last day of the month following the month in which the invoice is dated and services delivered. Past due accounts will be subject to a charge for interest at the highest rate allowable by law, and if placed in the hands of an attorney for collection, Customer agrees to pay all collection costs, reasonable attorney fees and court costs.

Taxes:

All prices are exclusive of any Federal, State or Special Taxes imposed on the sale or use of the merchandise and services listed, which taxes will be added to quoted prices where applicable. If payment of any applicable royalty or license fee is required in connection with any service performed by BES for Customer, such royalty or license fee will be billed to the Customer in addition to the price of the services performed.

Special Pricing Provisions:

All materials listed in the price schedule are F.O.B. our field stock.

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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.

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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:

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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: 6/1/2011
 Invoice # 4655

Due Date: 7/1/2011
 Division: Russell

Invoice

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

Reference:
 POPP 3

Description of Work:
 SURFACE JOB

Services / Items Included:	Quantity	Price	Taxable	Item	Quantity	Price	Taxable
Labor		\$ 863.85	No				
Common-Class A	225	\$ 2,897.50	Yes				
Bulk Truck Matl-Material Service Charge	237	\$ 500.33	No				
Calcium Chloride	8	\$ 318.02	Yes				
Pump Truck Mileage-Job to Nearest Camp	21	\$ 221.22	No				
Bulk Truck Mileage-Job to Nearest Bulk Plant	21	\$ 129.45	No				
8 5/8" Wooden Plug	1	\$ 80.22	Yes				
Premium Gel (Bentonite)	4	\$ 68.74	Yes				

Invoice Terms:
 Net 30

	SubTotal:	\$ 5,179.34
	Discount Available <u>ONLY</u> if Invoice is Paid & Received within listed terms of invoice:	\$ (776.90)
<hr/>		
	SubTotal for Taxable Items:	\$ 2,859.81
	SubTotal for Non-Taxable Items:	\$ 1,542.63
<hr/>		
	Total:	\$ 4,402.44
	Tax:	\$ 208.77
	Amount Due:	\$ 4,611.20
	Applied Payments:	
	Balance Due:	\$ 4,611.20

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.
 ©2008-2013 Straker Investments, LLC. All rights reserved.

VED
 2011
 KCC WICHITA

QUALITY OILWELL CEMENTING, INC.

785-483-2025
785-324-1041

Home Office P.O. Box 32 Russell, KS 67069

No. 4655

Date	Sec.	Twp.	Range	County	State	On Location	Finish
5-29-11	17	16	13	Barton	Kansas		4:00pm
Lease <i>TEPP</i>	Well No. <i>3</i>		Location <i>Susank 15N</i>				
Contractor <i>Discovery Drilling Rig 2</i>				Owner			
Type Job <i>Surface</i>				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 <i>12 1/8</i>	T.D. <i>476</i>		Charge To <i>Hupter Operating</i>				
Csg. <i>23 1/2</i>	Depth <i>475</i>		Street				
Tbg. Size	Depth		City				
Tool	Depth		State				
Cement Left in Csg. <i>10-15'</i>	Shoe Joint		The above was done to satisfaction and supervision of owner agent or contractor.				
Meas Line	Displace <i>29.4 Bl</i>		Cement Amount Ordered <i>225 Common</i>				
EQUIPMENT				<i>3 1/2 CC 28 Bl</i>			
Pumptrk <i>5</i>	No.	Cementor	Common				
		Helper					
Bulktrk <i>3</i>	No.	Driver	Poz. Mix				
		Driver					
Bulktrk	No.	Driver	Gel. <i>4</i>				
		Driver	Calcium <i>0</i>				
JOB SERVICES & REMARKS				Hulls			
Remarks:				Salt			
Rat Hole				Flowseal			
Mouse Hole				Kol-Seal			
Centralizers				Mud CLR 48			
Baskets				CFL-117 or CD110 CAF 38			
D/V or Port Collar				Sand			
<i>Cement did Circulate</i>				Handling <i>237</i>			
				Mileage			
				FLOAT EQUIPMENT			
				Guide Shoe			
				Centralizer			
				Baskets			
				AFU Inserts			
				Float Shoe			
				Latch Down			
				<i>3 1/2 Wood Plug</i>			
				Pumptrk Charge <i>Surface</i>			
				Mileage <i>21</i>			
Signature <i>[Signature]</i>				RECEIVED JUL 18 2011 KGC WICHITA Tax Discount Total Charge			

Hupfer Operating, Inc.

Popp #3 - Sec 17-16-13W

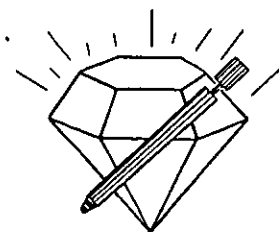
Barton Co., KS

DST #1: Arbuckle 3387-3418'. 30-30-30-45. Recovered 180' GIP, 240' gassy oil, 60' gassy mud cut oil. IBHP 1080, FSIP 1092, IFP 34-101, FFP 103-143.

Completion: Arbuckle - Drill out packer shoe into open hole. Swab. Show of oil & gas. Acidized w/ 250 gal. mud acid. Swab down, good show of oil. Swab 2 BFPH @ 30% oil. Re-acidized w/ 450 gals. mud acid. Hole full of water. Squeeze w/ 75 sx. common. Drill out and re-perforate Arbuckle open hole. Swab. No show. Treat w/ 250 gals. mud acid. Swab. Non-commercial.

Perforate Lansing: 3306 to 3313 and 3204 to 3210. Treat w/ 1200 gals. mud acid. Swab 6 BFPH, 45% oil. Overnight fill up 1400 ft. w/ 650 ft. oil. Run tubing & rods. P.O.P.

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DIAMOND TESTING

P.O. Box 157
HOISINGTON, KANSAS 67544
(620) 653-7550 • (800) 542-7313
STC 30046.D967

Company Hupfer Operating, Inc. Lease & Well No. Popp No. 3
Elevation 1952 EGL Formation Arbuckle Effective Pay Ft. Ticket No. J2762
Date 6-1-11 Sec. 17 Twp. 16S Range 13W County Barton State Kansas
Test Approved By James C. Musgrove Diamond Representative John C. Riedl

Formation Test No. 1 Interval Tested from 3,387 ft. to 3,416 ft. Total Depth 3,416 ft.
Packer Depth 3,382 ft. Size 6 3/4 in. Packer Depth ft. Size in.
Packer Depth 3,387 ft. Size 6 3/4 in. Packer Depth ft. Size in.

Depth of Selective Zone Set ft.
Top Recorder Depth (Inside) 3,390 ft. Recorder Number 30046 Cap. 6,000 psi
Bottom Recorder Depth (Outside) 3,413 ft. Recorder Number 11073 Cap. 4,000 psi
Below Straddle Recorder Depth ft. Recorder Number Cap. psi

Drilling Contractor Discovery Drilling - Rig 2 Drill Collar Length 30 ft. I.D. 2 1/4 in.
Mud Type Chemical Viscosity 50 Weight Pipe Length ft. I.D. in.
Weight 9.1 Water Loss 8.8 cc. Drill Pipe Length 3,337 ft. I.D. 3 1/2 in.
Chlorides 6,000 P.P.M. Test Tool Length 20 ft. Tool Size 3 1/2 - JF in.
Jars: Make "Sterling" Serial Number Not Run Anchor Length 29 ft. Size 4 1/2 - FH in.
Did Well Flow? No Reversed Out No Surface Choke Size 1 in. Bottom Choke Size 5/8 in.
Main Hole Size 7 7/8 in. Tool Joint Size 4 1/2 - XH in.

Blow: 1st Open: Strong blow. Off bottom of bucket in 13 mins. Weak, 2 in., blow back during shut-in.
2nd Open: Strong blow. Off bottom of bucket in 14 mins. Weak, 1/2 in., blow back during shut-in.

Recovered 180 ft. of gas in pipe
Recovered 240 ft. of gassy oil = 3.415200 bbls. (Grind out: 20%-gas; 80%-oil) Gravity: 36 @ 60°
Recovered 60 ft. of gas & mud cut oil = .574500 bbls. (Grind out: 10%-gas; 25%-mud; 65%-oil)
Recovered 300 ft. of TOTAL FLUID = 3.989700 bbls.
Recovered ft. of
Remarks

Time Set Packer(s) 3:50 ^{XXV.} P.M. Time Started Off Bottom 6:05 ^{XXM.} P.M. Maximum Temperature 109°
Initial Hydrostatic Pressure (A) 1661 P.S.I.
Initial Flow Period Minutes 30 (B) 34 P.S.I. to (C) 101 P.S.I.
Initial Closed In Period Minutes 30 (D) 1080 P.S.I.
Final Flow Period Minutes 30 (E) 103 P.S.I. to (F) 142 P.S.I.
Final Closed In Period Minutes 45 (G) 1092 P.S.I.
Final Hydrostatic Pressure (H) 1627 P.S.I.

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GENERAL INFORMATION

Client Information:

Company: HUPFER OPERATING INC

Contact: DENNIS HUPFER

Phone: Fax: e-mail:

Site Information:

Contact: JIM MUSGROVE

Phone: Fax: e-mail:

Well Information:

Name: POPP #3

Operator: HUPFER OPERATING

Location-Downhole:

Location-Surface: S17/16S/13W

Test Information:

Company: DIAMOND TESTING

Representative: JOHN RIEDL JIM MUSGROVE

Supervisor:

Test Type: CONVENTIONAL Job Number: D967

Test Unit:

Start Date: 2011/06/01 Start Time: 16:00:00

End Date: 2011/06/01 End Time: 22:00:00

Report Date: 2011/06/01 Prepared By: JOHN RIEDL

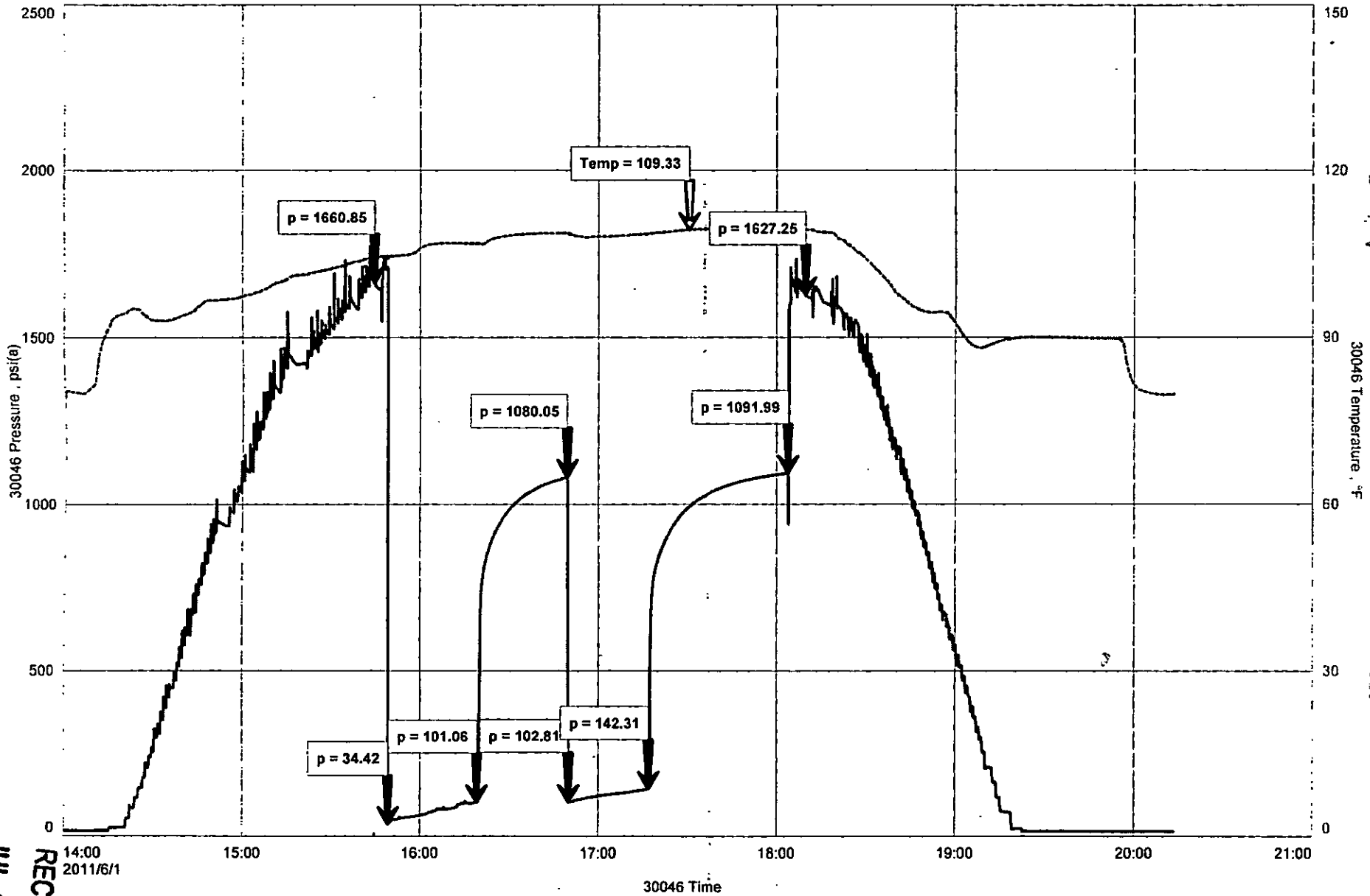
Qualified By: JIM MUSGROVE

Remarks:

RECOVERY: 180' GAS IN PIPE, 240' CLEAN GASSY OIL, 60' GAS+MUD CUT OIL

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POPP #3



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UNIFORM OR DST 1
POPP 3 ... 6/1/11

REC-11023
OUTSIDE

