

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
June 2009

Form Must Be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

OPERATOR: License # 32432
Name: LaVeta Oil & Gas
Address 1: P.O. Box 780
Address 2: _____
City: Middleburg State: VA Zip: 20118 + 0780
Contact Person: Martin Ziegler
Phone: (620) 546-4559
CONTRACTOR: License # 33323
Name: Petramark Drilling
Wellsite Geologist: Bruce Reed
Purchaser: Plains

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 #: _____

8/27/11	9/1/11	9/8/11
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 185-23702-00-00
Spot Description:
NW_NW_NE Sec. 31 Twp. 22 S. R. 11 East West
650 Feet from North / South Line of Section
2,480 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: Stafford
Lease Name: Heyen B Well #: 17
Field Name: Richardson
Producing Formation: Arbuckle
Elevation: Ground: 1814 Kelly Bushing: 1822
Total Depth: 3530' Plug Back Total Depth: 3524'
Amount of Surface Pipe Set and Cemented at: 218 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: 4000 ppm Fluid volume: 500 bbls
Dewatering method used: haul by truck
Location of fluid disposal if hauled offsite: _____
Operator Name: LaVeta Oil & Gas
Lease Name: Heyen CJ #1 License #: 32432
Quarter NW Sec. 32 Twp. 22 S. R. 11 East West
County: Stafford Permit #: DO2847

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KCC WICHITA

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: Martin Ziegler
Title: Contact Agent Date: 9-26-11

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: Dg Date: 10/18/11

Operator Name: LaVeta Oil & Gas Lease Name: Heyen B Well #: 17
 Sec. 31 Twp. 22 S. R. 11 East West County: Stafford

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 type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run:	<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>Brown Lime</td> <td>3204</td> <td>-1382</td> </tr> <tr> <td>Lansing</td> <td>3229</td> <td>-1407</td> </tr> <tr> <td>B.K.C.</td> <td>3476</td> <td>-1654</td> </tr> <tr> <td>Arbuckle</td> <td>3525</td> <td>-1703</td> </tr> </table>	Name	Top	Datum	Brown Lime	3204	-1382	Lansing	3229	-1407	B.K.C.	3476	-1654	Arbuckle	3525	-1703
Name	Top	Datum														
Brown Lime	3204	-1382														
Lansing	3229	-1407														
B.K.C.	3476	-1654														
Arbuckle	3525	-1703														

CASING RECORD <input 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"	24#	218'	60/40	250	3%CC & 2%gel
production	7 7/8"	5 1/2"	15.50#	3524'	AA2 60/40	150	60/40 poz

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 (Amount and Kind of Material Used)	Depth

TUBING RECORD: Size: <u>2 7/8"</u> Set At: <u>3503'</u> Packer At: <u>N/A</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Date of First, Resumed Production, SWD or ENHR.	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____										
Estimated Production Per 24 Hours	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Oil Bbls.</td> <td style="width:15%;">Gas Mcf</td> <td style="width:15%;">Water Bbls.</td> <td style="width:15%;">Gas-Oil Ratio</td> <td style="width:15%;">Gravity</td> </tr> <tr> <td style="text-align: center;">27</td> <td style="text-align: center;">0</td> <td style="text-align: center;">80</td> <td> </td> <td style="text-align: center;">38</td> </tr> </table>	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity	27	0	80		38
Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity							
27	0	80		38							

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input checked="" type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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DRILLING INFORMATION AND GEOLOGICAL REPORT

Operator: LaVeta Oil & Gas
Lease: #17 Heyen B
Survey: 650' FNL & 2480' FEL, Section 31-22S-11W
Field: Richardson
County: Stafford
State: Kansas

Contractor: Fossil Drilling, Rig 2
Elevation: 1814' GL / 1822' KB
Surface Casing: 8-5/8" @ 221'
Production: 5-1/2"
Mud Up: 2822'
Geologist: 3152'
Pipe Strap: Strap @ 3530' (+2.49 long to the board)
Survey: Straight hole @ 3530' (0 degree deviation)
Testing: 1-Trilobite
Log: The Perforators-CDN/DI/Bottom Gamma
RTD: 3530'
LTD: 3529'

Daily Penetration

08/27/11	Spud
08/28/11	228'
08/29/11	1784'
08/30/11	2885'
08/31/11	3425'
09/01/11	3530'

Drill Stem Test

DST #1 3507' to 3530'. Strong blow building to bottom of bucket in 2 minutes on the initial flow period. Strong blow building to bottom of the bucket in 3 minutes of the second flow period. Recovered: 660' GIP, 434' MO (90% oil and 10% mud), 496' SWCGO (60% gas, 30% oil and 10% water) and 806' MW. IFP/30" 80-402#, ISIP/45"1183#, FFP/45"412-726#, FSIP/60"1179#.

Formation Tops

<u>Formation</u>	<u>Sample Top</u>	<u>Datum</u>	<u>Log Top</u>	<u>Datum</u>	<u>Structural Comparison*</u>
Heebner	3065'	-1243	3063'	-1241	flat
Toronto	3082'	-1260	3080'	-1258	flat
Douglas	3097'	-1275	3095'	-1273	+1
Brown Lime	3204'	-1382	3202'	-1380	flat
Lansing	3229'	-1407	3227'	-1405	flat
B/KC	3476'	-1654	3472'	-1650	flat
Arbuckle	3525'	-1703	3522'	-1700	flat
Total Depth	3530'	-1708	3529'	-1707	-1

*Reference well for structural comparison: LaVeta Oil & Gas, #B-13 Heyen, 1200' FNL and 2480' FEL Section 31-22-11W, Stafford County, Kansas

Zones of Interest – See Enclosed Strip Log

- 3316'-3325' Lansing / KC "G" Zone. Limestone, cream, white to gray, fine crystalline with rare scattered oolitic porosity, sub-chalky. There was a faint odor in the fresh sample with no show of free oil.
- 3363'-3368' Lansing / KC "H" Zone. Limestone, cream to light tan, oolitic to oolitic with fair to good inter-oolitic porosity. There was a faint odor in the fresh sample with a slight showing of free oil. Mostly barren.
- 3402'-3407' Lansing / KC "J" Zone. Limestone, cream to light tan, fine crystalline with scattered oolitic / oolitic porosity. There was a faint odor in the fresh sample with a fair show of free oil.
- 3447'-3450' Lansing / KC "K" Zone. Limestone, cream, white, light tan to gray fine crystalline with scattered fossiliferous and oolitic pieces. Sub-cherty in part. There was a very faint odor in the fresh sample with no show of free oil.

Zones of Interest - Continued

3525'-3530' Arbuckle Formation. Dolomite, tan, cream to gray. Fine to medium crystalline and sucrosic. Poor to fair inter-crystalline porosity with trace scattered vuggy porosity. Good strong odor in the fresh sample with a slight showing of free oil and gas bubbles. There was some scattered uniform brown staining. This zone was covered in DST #1.

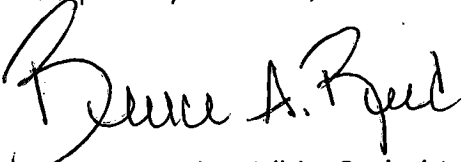
Comments and Recommendations

All tops have been corrected to the electric log for structural comparison. This test ran structurally flat to the producing well, directly south of this test on the top of the Lansing / Kansas City and the Arbuckle, which is the primary producing horizon in the Richardson Field.

A good strong odor was noted after penetrating the Arbuckle with slight shows of free oil, gas bubbles and some uniform brown staining. This zone was embraced in Drill Stem Test #1 and recovered commercial shows of oil and formation water with excellent bottom hole pressures. It was therefore recommended that an oil string of casing be set to further test this well.

The drill cuttings have been delivered to the Kansas Geological Survey.

Respectfully submitted,



Bruce A. Reed - Wellsite Geologist

ALLIED CEMENTING CO., LLC. 037269

REMIT TO P.O. BOX 31
RUSSELL, KANSAS 67665

SERVICE POINT:
Great Bend, KS

DATE 8-27-11	SEC. 31	TWP. 22S	RANGE 11W	CALLED OUT	ON LOCATION	JOB START 1130 PM	JOB FINISH 1200 AM
LEASE Heyen B	WELL# 17	LOCATION Hudson SEast			COUNTY Stafford	STATE KS	
OLD OR NEW (Circle one)			South into				

CONTRACTOR Fossil Drilling Rig 2 OWNER LA Veta oil & gas

TYPE OF JOB Surface
 HOLE SIZE 12 1/4 T.D. 228
 CASING SIZE 8 5/8 DEPTH 221
 TUBING SIZE _____ DEPTH _____
 DRILL PIPE _____ DEPTH _____
 TOOL _____ DEPTH _____
 PRES. MAX _____ MINIMUM _____
 MEAS. LINE _____ SHOE JOINT _____
 CEMENT LEFT IN CSG. 15
 PERFS. _____
 DISPLACEMENT 13.25 BBLs

CEMENT
 AMOUNT ORDERED 250 SX 60/40 + 3% cc
+ 2% GEL
200# Super

EQUIPMENT
 PUMP TRUCK CEMENTER Wayne Bob
 # 398 HELPER Shane
 BULK TRUCK
 # 341 DRIVER Kevin
 BULK TRUCK
 # _____ DRIVER _____

COMMON _____ @ _____
 POZMIX _____ @ _____
 GEL _____ @ _____
 CHLORIDE _____ @ _____
 ASC _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 HANDLING _____ @ _____
 MILEAGE _____ @ _____

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- REMARKS:

Break circulation with Rig mud
Mix SX 60/40 3% cc + 2% gel
+ 1/2 flabgel
Shut down Release Plus
Dis place 13.25 BBLs fresh water.
Shut in cement did
circulate 1 BBL washup. Rig Down
Set Seller 15 SX

CHARGE TO: LA Veta oil & gas
 STREET _____
 CITY _____ STATE _____ ZIP _____

SERVICE
 DEPTH OF JOB 221
 PUMP TRUCK CHARGE _____
 EXTRA FOOTAGE _____ @ _____
 MILEAGE _____ @ _____
 MANIFOLD _____ @ _____
 _____ @ _____
 _____ @ _____

PLUG & FLOAT EQUIPMENT
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____
 _____ @ _____

To Allied Cementing Co., LLC:
 You are hereby requested to rent cementing equipment and furnish cementer and helper(s) to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read and understand the "GENERAL TERMS AND CONDITIONS" listed on the reverse side.

SALES TAX (If Any) _____
 TOTAL CHARGES _____
 DISCOUNT _____ IF PAID IN 30 DAYS

PRINTED NAME _____
 SIGNATURE [Signature]

TOTAL _____

08078

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "ALLIED" shall mean Allied Cementing Co., LLC, and "CUSTOMER" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "Merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, CUSTOMER must tender full cash payment to ALLIED before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, CUSTOMER agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that CUSTOMER may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the CUSTOMER or at the option of ALLIED, refunded directly to CUSTOMER. For purposes of this paragraph, ALLIED and CUSTOMER agree that Kansas law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in ALLIED'S current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:**

1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. CUSTOMER shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES:

1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

BASIC

energy services, L.P.

TREATMENT REPORT

Customer LA VETA OIL & GAS	Lease No.	Date 9-1-11			
Lease HEYEN 'B'	Well # 17				
Field/Order # 4346	Station PRATT, KS	Casing 5 1/2"	Depth 3524	County STAFFORD	State KS
Type Job CNW-LOWESTRENG	Formation TD-3530	Legal Description 31-22-1'			

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
5 1/2"							
Depth 3524	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 3515	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative BEWUSE	Station Manager SCOTTY	Treater GOLDIE
Service Units 19907	33708 - 20920	19832 - 21010
Driver Names HG	JOE #TS	JR

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Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1700					ON LOCATION KCC WICHITA
					RUN 3532' 5 1/2" 15.5" PSC - 92 TH
					PACKER SHOE LATCH BITTLE IN 1ST W/HA
					CENT-1-3-5 BUISKET - 2
					PLUG AT THE BOTTOM
2020	1600				DROP PUMP - SET PACKER SHOE AT 3524
					6' OFF BOTTOM
2030	200		12	6	PUMP 12 bbl. MUDFLOUT
	200		5	6	PUMP 5 bbl. H ₂ O
	200		36	6	MIX 150 SK. INT 2 CEMENT
					1/4" CELLFILL, 2% DEFOMER, 10% SMT,
					.3% CFR 1% GASBLOK, .5% FLU-322,
					5" CELLFILL AT 15.3 PPG 1.36
					STOP - WASH LINE - DROP PUMP
	0		0	6 1/2	START DISP.
	200		62	6 1/2	LEFT CEMENT
	600		78	4	SLOW RATE
2105	1500		83.5	3	PULL DOWN - HOLD
					PUMP PAT HOLE - 20 SK. 60/100 P/T
					PULL MUDFLOWER - 20 SK. 60/100 P/T
2200					JOB FROM AT THE BOTTOM



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 04346 A

DATE _____ TICKET NO. _____

DATE OF JOB: 9/1/11	DISTRICT: PRATT, KS	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: LA VETA OIL & GAS LLC	LEASE: HEYEN 'B'	WELL NO. 17					
ADDRESS:	COUNTY: STAFFORD	STATE: KS					
CITY:	STATE:	SERVICE CREW: KE FDE, JR, WERTH, TJ					
AUTHORIZED BY:	JOB TYPE: CWIN - LOW STRONG						
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE / AM / PM / TIME
19407		19832					9-1 / 1300
		21010				ARRIVED AT JOB	AM / PM / 1700
53708						START OPERATION	AM / PM
20920						FINISH OPERATION	AM / PM
						RELEASED	AM / PM
						MILES FROM STATION TO WELL	45

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
CP105	PAZ PAVEMENT	SK	150		2550.00
CP103	60/40 FOL	SK	30		360.00
CP107	PELLICULE	Lb.	38		140.60
PC105	DEFORMER	lb.	29		116.00
PC111	SALT	lb.	681		340.50
PC112	CER	lb.	43		258.00
PC115	CHIPS BLOK	lb.	141		726.15
PC129	FLA-322	lb.	71		532.50
PC201	GRDSOWITE	lb.	750		502.50
PE607	54L LATCH DOWN PLUG	EA	1		400.00
PE1001	54L PICKER SHOE	EA	1		3700.00
PE1651	54L TURBOLIZER	EA	3		330.00
PE1901	54L BASKET	EA	7		290.00
E100	PICKUP HIRE	HR	40		170.00
E101	TRUCK HIRE	HR	80		560.00
E113	BILL HIRE	HR	334		534.40

SUB TOTAL

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE: *V. Conway* THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO. _____

Agreement of Terms and Conditions

All sales of services, products, or materials by Basic Energy Services LP, (hereinafter called BES) to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

Terms:

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

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

The prices in this price list apply to normal operations. Special jobs under unusual circumstances on jobs requiring unusual mobilization of equipment and/or personnel, such as blowouts, experimental jobs, etc., are to be subject to special price quotations.

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

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons nor for loss or damage arising from the performance of our services or resulting therefrom.

BES shall not be liable or responsible for a Customer shall defend, indemnify, and save BES harmless, and its officers, agents or employees, from and against any and all claims or causes of action for damage to Customer's property and of the well owner, or any third person, and for bodily injury, sickness or disease, including death resulting thereof, brought by or on behalf of Customer, the well owner, or any third person, arising out of or in connection with BES's performance of services or the furnishing of materials, products and supplies, unless caused by the willful misconduct or gross negligence of BES.

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

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

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

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

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

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

General Provisions:

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

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

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

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

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

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

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



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET

~~1718-04347-A~~
CONTINUATION
DATE _____ TICKET NO. *04346*

DATE OF JOB: <i>9/1/11</i> DISTRICT: <i>PRATT, KS</i>		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: <i>LOVEM OIL & GAS LLC</i>		LEASE: <i>HEVEN 'B'</i>		WELL NO.: <i>17</i>					
ADDRESS:		COUNTY: <i>STAFFORD</i> STATE: <i>KS</i>							
CITY:		SERVICE CREW: <i>KC, JOE, JR, WORTH, T</i>							
AUTHORIZED BY:		JOB TYPE: <i>CIVIL - CONSTRUCTION</i>							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM PM	TIME
						ARRIVED AT JOB			
						START OPERATION			
						FINISH OPERATION			
						RELEASED			
						MILES FROM STATION TO WELL			

CONTRACT CONDITIONS: (This contract must be signed before the job is commenced or merchandise is delivered).

The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for services, materials, products, and/or supplies includes all of and only those terms and conditions appearing on the front and back of this document. No additional or substitute terms and/or conditions shall become a part of this contract without the written consent of an officer of Basic Energy Services LP.

SIGNED: _____
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
<i>0E204</i>	<i>Mount Machine</i>	<i>EA</i>	<i>1</i>		<i>2160.00</i>
<i>1E240</i>	<i>PLENUM C MACHINE</i>	<i>SK</i>	<i>180</i>		<i>2.57</i>
<i>1E504</i>	<i>PLAC CONTAINER</i>	<i>EA</i>	<i>1</i>		<i>750.00</i>
<i>5003</i>	<i>SERVICE SUPERVISOR</i>	<i>EA</i>	<i>1</i>		<i>175.00</i>

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SUB TOTAL *11,674.34*

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE: *K CORNLEY* THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.:

Agreement of Terms and Conditions

All sales of services, products, or materials by Basic Energy Services LP, (hereinafter called BES) to any Customer, unless otherwise set out in writing, are subject to the terms and conditions set out herein.

Terms:

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Product Return:

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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.

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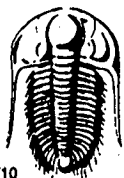
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These terms and condition shall be governed by the laws of the State of Texas, and in case of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect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



TRILOBITE TESTING INC.

P.O. Box 1733 • Hays, Kansas 67601

Test Ticket

NO. 042550

Well Name & No. Heyen B# 17 Test No. 1 Date 8-31-11
 Company Laveta O.L & Gas Elevation 1822 KB 1-14 GL
 Address PO Box 780 Middleburg VA 20118
 Co. Rep / Geo. Martin Ziegler / Bruce Reed Rig Jossil # 2
 Location: Sec. 31 Twp. 22S Rge. 11W Co. Stafford State

Interval Tested 3507 - 3530 Zone Tested AR Buckle
 Anchor Length 23' Drill Pipe Run 274 Mud Wt. 9.5
 Top Packer Depth 3502 Drill Collars Run 124 Vis 6.8
 Bottom Packer Depth 3507 Wt. Pipe Run WL 9.2
 Total Depth 3530 Chlorides 6500 ppm System LCM 0

Blow Description IF: STRONG blow BOB 2 MIN
ISI: weak blow back
FF: STRONG blow BOB 3 MIN
FSI: weak blow back

Rec	Feet of	%gas	%oil	%water	%mud
<u>434'</u>	<u>M.O</u>		<u>90</u>	<u>10</u>	
<u>496'</u>	<u>W, O, G</u>	<u>60</u>	<u>30</u>	<u>10</u>	
<u>806'</u>	<u>M, W</u>			<u>98</u>	<u>2</u>
<u></u>	<u>1860' GIP</u>				
<u></u>	<u></u>				

Rec Total 1736 BHT 113 Gravity 40.9 API RW 24 @ 87° F Chlorides 31,000 ppm

(A) Initial Hydrostatic 1750 Test T-On Location 16:30
 (B) First Initial Flow 80 Jars T-Started 17:03
 (C) First Final Flow 402 Safety Joint T-Open 20:01
 (D) Initial Shut-In 1153 Circ Sub T-Pulled 23:15
 (E) Second Initial Flow 412 Hourly Standby T-Out 3:00
 (F) Second Final Flow 726 Mileage 80 miles Comments MONSTER pump
 (G) Final Shut-In 1179 Sampler CN LOCATION
 (H) Final Hydrostatic 1806 Straddle

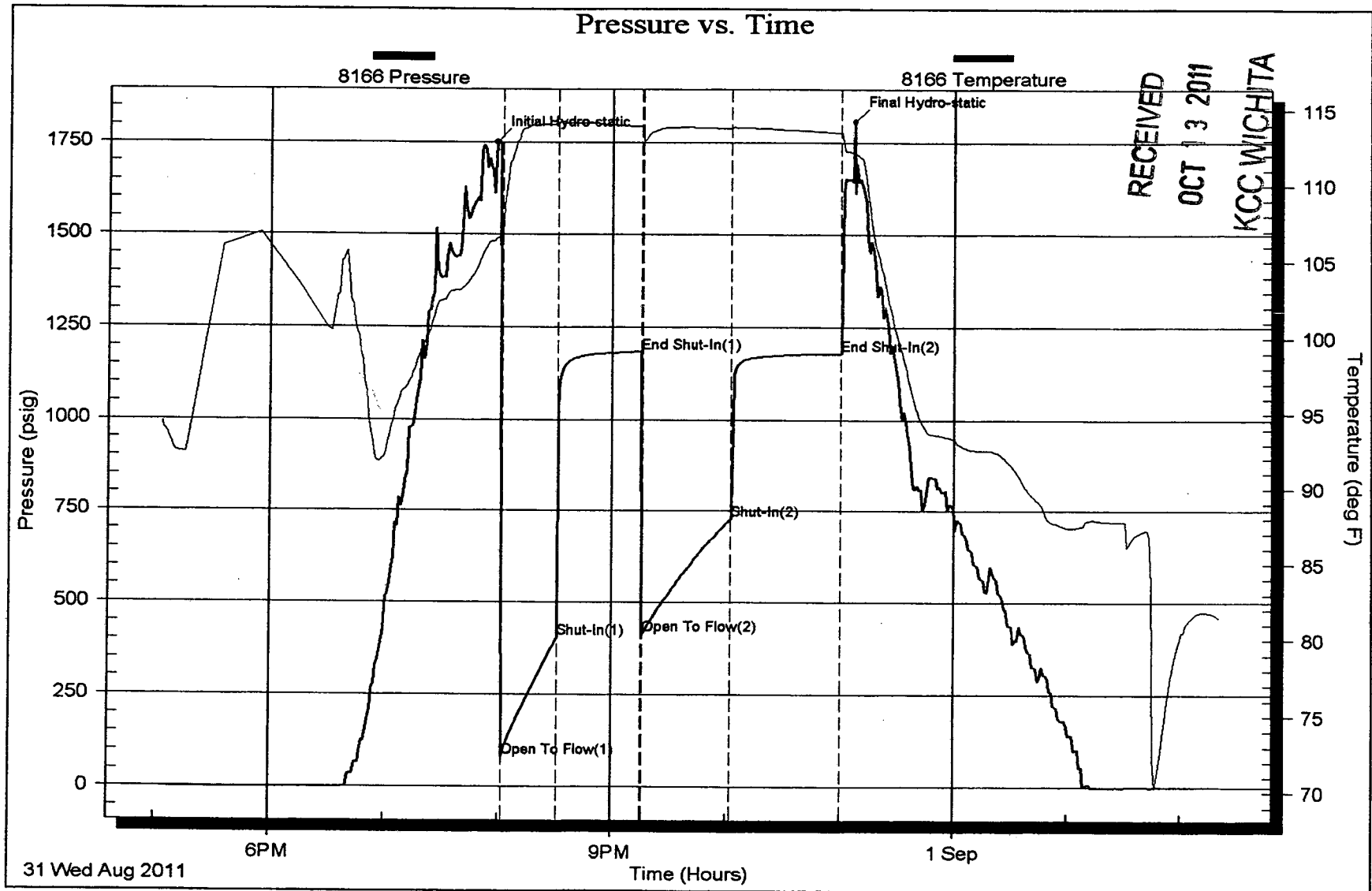
Ruined Shale Packer
 Ruined Packer
 Extra Copies
 Extra Packer
 Extra Recorder
 Day Standby
 Accessibility
 Sub Total

Initial Open 30
 Initial Shut-In 45
 Final Flow 45
 Final Shut-In 60

Approved By Bruce Reed Our Representative Chris

Trilobite Testing Inc. shall not be liable for damaged of any kind of the property or personnel of the one for whom a test is made, or for any loss suffered or sustained, directly or indirectly, through the use of its equipment, or its statements or opinion concerning the results of any test, tools lost or damaged in the hole shall be paid for at cost by the party for whom the test is made.

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OCT 13 2011
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**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

Laveta Oil&Gas

Heyen B# 17

PO Box 780
Middleburg VA 20118

31-22s-11w

Job Ticket: 42550

DST#: 1

ATTN: Martin Ziegler/ Bruce VA 20118

Test Start: 2011.08.31 @ 17:03:13

GENERAL INFORMATION:

Formation: **Arbuckle**

Deviated: No Whipstock: ft (KB)

Time Tool Opened: 20:01:43

Time Test Ended: 02:20:28

Test Type: Conventional Bottom Hole

Tester: Chris Staats

Unit No: 34

Interval: **3507.00 ft (KB) To 3530.00 ft (KB) (TVD)**

Reference Elevations: 1822.00 ft (KB)

Total Depth: 3530.00 ft (KB) (TVD)

1814.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Fair

KB to GR/CF: 8.00 ft

Serial #: 8166

Outside

Press@RunDepth: 726.16 psig @ 3508.00 ft (KB)

Capacity: 8000.00 psig

Start Date: 2011.08.31

End Date: 2011.09.01

Last Calib.: 2011.09.01

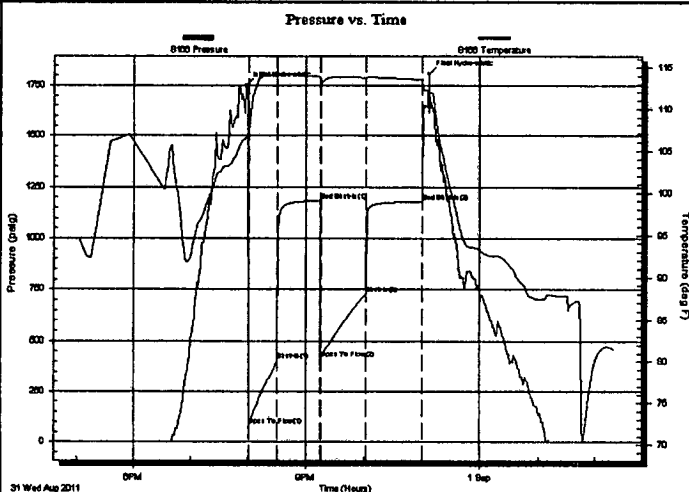
Start Time: 17:03:13

End Time: 02:20:28

Time On Btrr: 2011.08.31 @ 19:58:28

Time Off Btrr: 2011.08.31 @ 23:07:13

TEST COMMENT: IF: Strong blow BOB 2 min
IS: Weak blow back
FF: Strong blow BOB 3 min
FS: Weak blow back



PRESSURE SUMMARY

Time (Mn.)	Pressure (psig)	Temp (deg F)	Annotation
0	1750.95	106.56	Initial Hydro-static
4	80.24	106.81	Open To Flow (1)
33	402.46	113.98	Shut-In(1)
77	1183.24	113.91	End Shut-In(1)
78	412.87	113.05	Open To Flow (2)
124	726.16	113.77	Shut-In(2)
182	1179.13	113.48	End Shut-In(2)
189	1806.73	112.18	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
0.00	1860' GIP	0.00
434.00	M,O 10% mud 90% oil	4.96
496.00	W,O,G 10%water 30%oil 60%gas	6.96
806.00	MW 2% mud 98% water	11.31

Gas Rates

	Choke (Inches)	Pressure (psig)	Gas Rate (Mcf/d)