

**KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION**

Form ACO-1
June 2009
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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

OPERATOR: License # 32204
Name: REDLAND RESOURCES, INC.
Address 1: 6001 NW 23RD STREET
Address 2: _____
City: OKLAHOMA CITY State: OK Zip: 73127 + _____
Contact Person: ALAN THROWER
Phone: (405) 789-7104
CONTRACTOR: License # 5929
Name: DUKE DRILLING CO
Wellsite Geologist: MIKE POLLOK
Purchaser: HI SIERRA CRUDE MARKETING

Designate Type of Completion:

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

If Workover/Re-entry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

- Deepening Re-perf. Conv. to ENHR Conv. to SWD
- Conv. to GSW
- Plug Back: _____ Plug Back Total Depth _____
- Commingled Permit #: _____
- Dual Completion Permit #: _____
- SWD Permit #: _____
- ENHR Permit #: _____
- GSW Permit #: _____

<u>07/07/11</u>	<u>07/12/11</u>	<u>08/06/11</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 083-21712-00-00

Spot Description: _____

SW NE NW NE Sec. 31 Twp. 23 S. R. 24 East West

400 Feet from North / South Line of Section

1,787 Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE NW SE SW

County: HODGEMAN COUNTY

Lease Name: FRANK Well #: 31-2

Field Name: GRAY HAWK

Producing Formation: MISSISSIPPIAN

Elevation: Ground: 2442 Kelly Bushing: 2455

Total Depth: 4900 Plug Back Total Depth: 4864

Amount of Surface Pipe Set and Cemented at: 238 Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set: 1377 Feet

If Alternate II completion, cement circulated from: 1377

feet depth to: SURFACE w/ 260 sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: 3400 ppm Fluid volume: 80 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 #: _____

RECEIVED
OCT 31 2011
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: Alan Thrower
Title: PRESIDENT Date: 10/27/11

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: Dtg Date: 11/14/11

Operator Name: REDLAND RESOURCES, INC. Lease Name: FRANK Well #: 31-2
 Sec. 31 Twp. 23 S. R. 24 East West County: HODGEMAN COUNTY

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach complete copy of all Electric Wire-line Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i> Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i> List All E. Logs Run: MICROLOG, DUAL INDUCTION, NEUTRON DENSITY	<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>STONE CORRAL</td> <td>1613</td> <td>+837</td> </tr> <tr> <td>BS HEEBNER</td> <td>3954</td> <td>-1504</td> </tr> <tr> <td>STARK SH</td> <td>4318</td> <td>-1868</td> </tr> <tr> <td>CHEROKEE SH</td> <td>4562</td> <td>-2112</td> </tr> <tr> <td>MISSISSIPPIAN</td> <td>4673</td> <td>-2223</td> </tr> <tr> <td>MISS DOLOMITE</td> <td>4692</td> <td>-2242</td> </tr> </table>	Name	Top	Datum	STONE CORRAL	1613	+837	BS HEEBNER	3954	-1504	STARK SH	4318	-1868	CHEROKEE SH	4562	-2112	MISSISSIPPIAN	4673	-2223	MISS DOLOMITE	4692	-2242
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12.25"	8.625"	24#	238'	CLASS C	170	3%CC/2%GEL
DV TOOL	7.875"	4.5"	10.5#	1377'	A-CON	260	3%CC, 25# CELLFLAKE
PRODUCTION	7.875"	4.5"	10.5#	4885'	AA2	150	10%CALSET, 10% SALT, 25# CELLFL

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 checked="" type="checkbox"/> Plug Off Zone	4716-4720	DOC SLURRY	50	10 BBLS LEASE CRUDE

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
4	4716-4720'	ACID - 250 GAL 15% NEFE	ALL
2	4692-4704'	ACID - 250 GAL 15% NEFE	ALL
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TUBING RECORD: Size: <u>2.375"</u> Set At: <u>4649'</u> Packer At: <u>N/A</u>		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	KCC WICHITA
Date of First, Resumed Production, SWD or ENHR. <u>08/06/11</u>	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____		
Estimated Production Per 24 Hours	Oil Bbls. <u>15</u>	Gas Mcf	Water Bbls. <u>30</u>
		Gas-Oil Ratio	Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" 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: <u>4692-4704</u>
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BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 00000 A

DATE _____ TICKET NO. _____

DATE OF JOB 7-7-11 DISTRICT KANSAS		NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.:								
CUSTOMER Redwood Resources		LEASE Frank		WELL NO. 31-2						
ADDRESS		COUNTY Wagoner 31-23-28 STATE Kansas								
CITY STATE		SERVICE CREW Allen, Mike, L...								
AUTHORIZED BY		JOB TYPE: 8-1/2" Surface								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
28443 PU	.45						7-7-11			1000
19903-19905	.45					ARRIVED AT JOB	7-7-11			1100
19831-31010	.45					START OPERATION	7-7-11			1100
						FINISH OPERATION	7-7-11			1145
						RELEASED	7-8-11			1200
						MILES FROM STATION TO WELL	100-mi			

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
CP100	Common	SK	170		\$ 2730.00
CC109	Calcium Chloride	120	480		\$ 5760.00
CC200	Cement Gel	16	320		\$ 8000.00
CP123	Wooden cement Plug	P.A.	1		\$ 1200.00
CP100	unit mileage charge pickup	171	100		\$ 4200.00
CP100	Henry Equip mileage	171	300		\$ 14000.00
CP113	Bulk Delivery charge	700	800		\$ 12800.00
CP300	Depth Charge 0-500'	4-60	1		\$ 11000.00
CP240	Blended: common service chg.	SK	170		\$ 2730.00
CP223	Service Supervisor First Hour		1		\$ 120.00

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OCT 31 2011

SUB TOTAL **6305.78**

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE Call - Richards	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: Robert Johnson (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
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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 not for loss or damage arising from the performance of our services or resulting therefrom.

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



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 00003 A

DATE _____ TICKET NO. _____

DATE OF JOB <u>7-13-11</u> DISTRICT <u>KANSAS</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>Redland Resources INC</u>		LEASE <u>FRANK</u>		WELL NO <u>31-2</u>					
ADDRESS		COUNTY <u>Hedgecock</u> ³¹⁻²⁵⁻²⁴ STATE <u>Ks.</u>							
CITY STATE		SERVICE CREW <u>Allen, Mike, McGraw, Mike Cook</u>							
AUTHORIZED BY		JOB TYPE: <u>4 1/2" 2-Stage L.S. CW</u>							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
<u>28442 P.U.</u>	<u>5</u>						<u>7-12-11</u>	PM	<u>6:00</u>
<u>19903-19905</u>	<u>5</u>					ARRIVED AT JOB	<u>7-12-11</u>	AM	<u>8:50</u>
<u>19959-19860</u>	<u>2 1/2</u>					START OPERATION	<u>7-13-11</u>	AM	<u>8:00</u>
<u>19960-19918</u>	<u>5</u>					FINISH OPERATION	<u>7-13-11</u>	AM	<u>7:00</u>
						RELEASED	<u>7-13-11</u>	AM	<u>8:00</u>
						MILES FROM STATION TO WELL	<u>100-17.10</u>	PM	

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

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CE105	AA2-cement	SK	1512		\$ 2550 00
CE101	A-con Blend Common	SK	260		\$ 1680 00
CE102	60/40 Poz	SK	75		\$ 900 00
CE102	cell Flake	lb	103		\$ 381 10
CE105	Defoamer Powder	lb	29		\$ 116 00
CE109	calcium chloride	lb	735		\$ 771 75
CE111	Salt Fine	lb	828		\$ 414 00
CE113	cal set	lb	205		\$ 205 75
CE128	FIA-322	lb	113		\$ 847 50
CE201	Gilsonite	lb	2512		\$ 502 50
CE400	Two Stage cement collar 4 1/2" Red	EA	1		\$ 4500 00
CE600	4 1/2" Latch down Plug Assembly Red	EA	1		\$ 720 00
CE1250	Auto Fill Float Shot 4 1/2" Blue	EA	1		\$ 330 00
CE1650	Turbolizer 4 1/2" Blue	EA	7		\$ 2525 00
CE1900	4 1/2" Basket Blue	EA	1		\$ 270 00

RECEIVED

OCT 31 2011

SUB TOTAL

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE Allen P. Wood THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

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Taxes:

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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 00000 A

DATE *7-13-11* TICKET NO. *04416A*

DATE OF JOB <i>7-13-11</i> DISTRICT <i>KANSAS</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>Redwood Resources Inc</i>		LEASE <i>Frank</i>		WELL NO <i>31-2</i>		
ADDRESS		COUNTY <i>Hodgeman</i> ^{<i>31-23-24</i>} STATE <i>Ks</i>				
CITY STATE		SERVICE CREW <i>Allen, Mike, McGraw, McCasky</i>				
AUTHORIZED BY		JOB TYPE: <i>4 1/2" 2-Stage L.S. CW</i>				
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED <i>7-12-11</i> DATE AM PM TIME <i>6:00</i>
<i>28443</i>	<i>24</i>	<i>5</i>				ARRIVED AT JOB <i>7-12-11</i> AM PM <i>8:50</i>
<i>19963-19905</i>	<i>3</i>					START OPERATION <i>7-13-11</i> AM PM <i>2:00</i>
<i>19959-19960</i>	<i>5</i>					FINISH OPERATION <i>7-13-11</i> AM PM <i>7:00</i>
<i>19960-19918</i>	<i>2 1/2</i>					RELEASED <i>7-13-11</i> AM PM <i>8:00</i>
						MILES FROM STATION TO WELL: <i>100-miles</i>

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

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

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
<i>CE154</i>	<i>Super Flush</i>	<i>gal</i>	<i>500</i>		<i>\$ 1225 00</i>
<i>E100</i>	<i>Unit Mileage Charge Pickup</i>	<i>mi</i>	<i>100</i>		<i>\$ 325 00</i>
<i>E101</i>	<i>Heavy Equip Mileage Charge</i>	<i>mi</i>	<i>200</i>		<i>\$ 2100 00</i>
<i>E113</i>	<i>Bulk Oil Charge</i>	<i>TM</i>	<i>22.5</i>		<i>\$ 3608 00</i>
<i>CE205</i>	<i>Depth Charge 4001-5000</i>	<i>4hr</i>	<i>1</i>		<i>\$ 2328 00</i>
<i>CE240</i>	<i>Bleeding & mixing Service Chg.</i>	<i>SK</i>	<i>4.25</i>		<i>\$ 579 00</i>
<i>CE504</i>	<i>Plug container Utilization chg.</i>	<i>Job</i>	<i>1</i>		<i>\$ 250 00</i>
<i>5003</i>	<i>Service Supervisor first 8 hrs mile</i>	<i>hr</i>	<i>1</i>		<i>\$ 125 00</i>
<i>CE202</i>	<i>Depth Charge 1001-2000</i>	<i>4hr</i>	<i>1</i>		<i>\$ 1500 00</i>

RECEIVED
OCT 31 2011
KCC WICHITA

SUB TOTAL *680,124.96*

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE *Allen & Worch* THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: *[Signature]*
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

Agreement of Terms and Conditions

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

Terms:

All Service Charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay BES in its office in Cisco, Texas, for all services and materials on or before the 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 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 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 0000- A

DATE _____ TICKET NO. _____

DATE OF JOB <u>10/21/11</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>REDWOOD RESOURCES</u>		LEASE <u>FRANK</u> 31-2 WELL NO.								
ADDRESS		COUNTY <u>HASLAMON</u> STATE <u>KS</u>								
CITY STATE		SERVICE CREW <u>KG ROB JOE JEFF</u>								
AUTHORIZED BY		JOB TYPE: <u>CONV - SUPERSONIC</u>								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
<u>19907</u>		<u>19832</u>	<u>4</u>				<u>7/11</u>			<u>0430</u>
		<u>19862</u>								<u>0800</u>
<u>37900</u>										<u>0730</u>
<u>33008</u>	<u>1/1</u>									<u>1730</u>
<u>20920</u>										<u>1100</u>
						MILES FROM STATION TO WELL	<u>100</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: [Signature]
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
<u>02100</u>	<u>PORTLAND CEMENT</u>	<u>SK.</u>	<u>50</u>		<u>800.00</u>
<u>02132</u>	<u>DESEAL CEMENT SURFACTANT</u>	<u>gal</u>	<u>5</u>		<u>600.00</u>
<u>02325</u>	<u>15% HCL</u>	<u>gal</u>	<u>250</u>		<u>800.00</u>
<u>02704</u>	<u>CH-1EP DUTER.</u>	<u>gal</u>	<u>1</u>		<u>75.00</u>
<u>02704</u>	<u>CS-1L HCL</u>	<u>gal</u>	<u>1</u>		<u>35.00</u>
<u>E100</u>	<u>TRUCK MILE</u>	<u>mile</u>	<u>100</u>		<u>415.00</u>
<u>E101</u>	<u>TRUCK MILE</u>	<u>mile</u>	<u>200</u>		<u>1000.00</u>
<u>E113</u>	<u>BULK DELIVERY</u>	<u>TON</u>	<u>735</u>		<u>216.00</u>
<u>02205</u>	<u>WATER CHARGE</u>	<u>CU</u>	<u>1</u>		<u>1300.00</u>
<u>02240</u>	<u>BLENDING CHARGE</u>	<u>SK.</u>	<u>50</u>		<u>70.00</u>
<u>S003</u>	<u>SUPERSONIC SUPERDILSON</u>	<u>SK.</u>	<u>1</u>		<u>115.00</u>
<u>02500</u>	<u>SUPERSONIC SUPERDILSON</u>	<u>SK.</u>	<u>1</u>		<u>115.00</u>

RECEIVED
OCT 31 2011
KCC WICHITA

SUB TOTAL 63850.74

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE [Signature] THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO. _____

Agreement of Terms and Conditions

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

Terms:

All Service Charges and materials included in service price list are NET. Unless satisfactory credit has been established, cash payment will be required in advance. Credit Customer agrees to pay BES in its office in Cisco, Texas, for all services and materials on or before the 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.

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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.

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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.

**MAP EXPLORATION, INC.**

MICHAEL ANTHONY POLLOK, PRES.

P.O. Box 106 ■ PURCELL, OKLAHOMA 73080
OFFICE 405/527-6038 ■ HOME 405/527-5200 ■ MOBILE 405/823-4493 ■ FAX 405/527-7629
■ E-MAIL: mapexpl@aol.com

**GEOLOGICAL REPORT
FRANK 31-2
NE NE SECTION 31 – T23S – R24W
HODGEMAN COUNTY, KANSAS**

SUMMARY

The above captioned well was drilled to a total depth of 4,900 feet on July 12, 2011. A one-man logging unit was on location from approximately 2,500 feet to TD, with one-man mud-logging beginning at 3,900 feet to TD. The well was under the geological supervision of the undersigned during logging of the well. At TD, Weatherford electric logs were run that consisted of Dual Induction, Compensated Neutron-Density, Micro-Resistivity, and Compensated Sonic. From the data collected while drilling and analyzing, potential hydrocarbon shows were encountered in the Mississippian Dolomite. The decision was made to set production casing and complete the well in the Mississippian.

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MISSISSIPPIAN DOLOMITE

The Mississippian was cut at 4,673(-2,223) feet. The top of the Mississippian Dolomite was cut at 4,692 (-2,242) feet. There appears to be potential hydrocarbons in the Dolomite. A five foot porosity zone with a neutron porosity of 23%, and the second porosity zone of eleven feet with an average of 26% neutron porosity were observed. Samples were described as tan, light brown, brown, very fine to micro crystalline. It was very sucrosic, & friable. Excellent pin-point, and vugular porosity were observed. A dull yellow fluorescence, brown live oil stain, and an excellent streaming cut, and a strong oil odor were recorded. The gas chromatograph registered a gas kick of 62 units in the zones included in a drill stem test to further evaluate the interval. It should be noted that 607 units of trip gas was encountered.

DST #1 (4,644'-4,700') 30-60-60-120

Recovery: 190' MCO-45% mud 55% 37* oil

Flow Pressures: 58-92# 104-119#

Shut-in Pressures: 1225# 1237#

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KCC WICHITA

ELECTRIC LOG TOPS

	REDLAND FRANK 31-2 NE NW NE 31-T23S-R24W	REDLAND BAILEY 31-1 NW NE NE 31-T23S-R24W	ZINKE & TRUMBO BARBARA BAILEY 1-31 SW NW NE 31-T23S-R24W
STONE CORRAL (Subsea)	1613 (+837)	1590 (+847)	1619 (+825)
BS. HEEBNER (Subsea)	3954 (-1504)	3941 (-1504)	3976 (-1532)
STARK SH. (Subsea)	4318 (-1868)	4304 (-1867)	4344 (-1900)
CHEROKEE SH. (Subsea)	4562 (-2112)	4544 (-2107)	4584 (-2140)
MISSISSIPPIAN (Subsea)	4673 (-2223)	4654 (-2217)	4730 (-2286)
MISS. DOLOMITE (Subsea)	4692 (-2242)	4670 (-2233)	4744 (-2300)

CONCLUSION

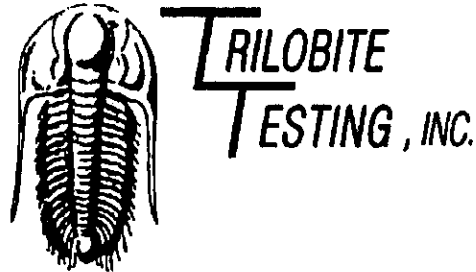
The Frank 31-2 was drilled as a western extension developmental test for hydrocarbons in the Mississippian in the NE/4 of section 31-T23S-R24W. Drill stem test #1 was run to test the Mississippian potential. The test revealed a water free oil test with adequate pressures. After all the data was gathered and analyzed it was determined that the Mississippian Dolomite should be economically productive. A decision was made to set pipe and complete the Mississippian interval.

Respectfully submitted,



Chase Thomas
Geo-Tech
07/13/11

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DRILL STEM TEST REPORT

Prepared For: **Redland Resources**
6001 NW 23rd Street
Oklahoma City, OK. 73127

ATTN: Chase Thomas

31-23-24 Hodgeman,KS

Frank #31-2

Start Date: 2011.07.11 @ 08:37:24
End Date: 2011.07.11 @ 17:31:09
Job Ticket #: 43538 DST #: 1

Trilobite Testing, Inc
PO Box 1733 Hays, KS 67601
ph: 785-625-4778 fax: 785-625-5620

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Redland Resources

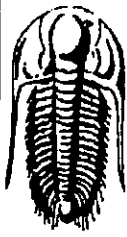
Frank #31-2

31-23-24 Hodgeman,KS

DST # 1

Mississippi

2011.07.11



**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

Redland Resources
6001 NW 23rd Street
Oklahoma City, OK. 73127
ATTN: Chase Thomas

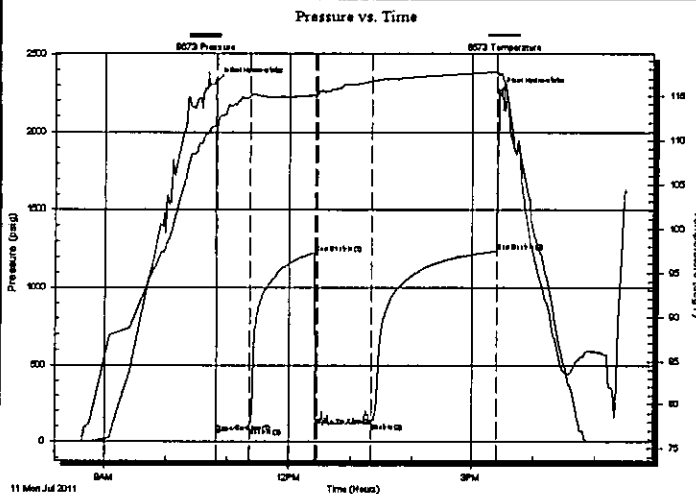
Frank #31-2
31-23-24 Hodgeman, KS
Job Ticket: 43538 DST#: 1
Test Start: 2011.07.11 @ 08:37:24

GENERAL INFORMATION:

Formation: **Mississippi**
 Deviated: **No** Whipstock: **ft (KB)**
 Time Tool Opened: **10:49:24**
 Time Test Ended: **17:31:09**
 Interval: **4644.00 ft (KB) To 4700.00 ft (KB) (TVD)**
 Total Depth: **4700.00 ft (KB) (TVD)**
 Hole Diameter: **7.88 inches** Hole Condition: **Good**
 Test Type: **Conventional Bottom Hole**
 Tester: **Jason McLemore**
 Unit No: **54**
 Reference Elevations: **2454.00 ft (KB)**
2442.00 ft (CF)
 KB to GR/CF: **12.00 ft**

Serial #: 8673 **Inside**
 Press@RunDepth: **119.38 psig @ 4681.00 ft (KB)** Capacity: **8000.00 psig**
 Start Date: **2011.07.11** End Date: **2011.07.11** Last Calib.: **2011.07.11**
 Start Time: **08:37:26** End Time: **17:31:09** Time On Btrm: **2011.07.11 @ 10:48:39**
 Time Off Btrm: **2011.07.11 @ 15:25:39**

TEST COMMENT: IFR-Weak Blow, Built to 3"
 IS-Dead
 FFR-Weak Blow, Built to 2-1/2"
 FSI-Dead



PRESSURE SUMMARY

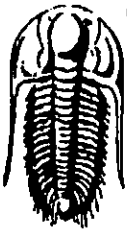
Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2328.67	112.09	Initial Hydro-static
1	57.99	111.18	Open To Flow (1)
33	91.84	114.94	Shut-In(1)
97	1225.47	115.08	End Shut-In(1)
98	104.35	115.10	Open To Flow (2)
151	119.38	116.68	Shut-In(2)
276	1236.98	117.73	End Shut-In(2)
277	2266.43	117.40	Final Hydro-static

Recovery

Length (ft)	Description	Volume (bbl)
190.00	MCO 55%O-45%M	0.97

Gas Rates

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



**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

TOOL DIAGRAM

Redland Resources
6001 NW 23rd Street
Oklahoma City, OK 73127
ATTN: Chase Thomas

Frank #31-2
31-23-24 Hodgeman, KS
Job Ticket: 43538 DST#: 1
Test Start: 2011.07.11 @ 08:37:24

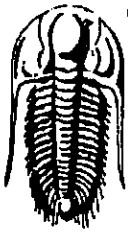
Tool Information

Drill Pipe:	Length: 4436.00 ft	Diameter: 3.80 inches	Volume: 62.23 bbl	Tool Weight: 2000.00 lb
Heavy Wt. Pipe:	Length: 0.00 ft	Diameter: 2.70 inches	Volume: 0.00 bbl	Weight set on Packer: 25000.00 lb
Drill Collar:	Length: 186.00 ft	Diameter: 2.25 inches	Volume: 0.91 bbl	Weight to Pull Loose: 85000.00 lb
			<u>Total Volume: 63.14 bbl</u>	Tool Chased 4.00 ft
Drill Pipe Above KB:	6.00 ft			String Weight: Initial 70000.00 lb
Depth to Top Packer:	4644.00 ft			Final 70000.00 lb
Depth to Bottom Packer:	ft			
Interval between Packers:	56.00 ft			
Tool Length:	84.00 ft			
Number of Packers:	2	Diameter: 6.75 inches		

Tool Comments:

Tool Description

Tool Description	Length (ft)	Serial No.	Position	Depth (ft)	Accum. Lengths
Change Over Sub	1.00			4617.00	
Shut In Tool	5.00			4622.00	
Hydraulic tool	5.00			4627.00	
Jars	5.00			4632.00	
Safety Joint	2.00			4634.00	
Packer	5.00			4639.00	28.00 Bottom Of Top Packer
Packer	5.00			4644.00	
Stubb	1.00			4645.00	
Perforations	3.00			4648.00	
Change Over Sub	1.00			4649.00	
Blank Spacing	31.00			4680.00	
Change Over Sub	1.00			4681.00	
Recorder	0.00	8673	Inside	4681.00	
Recorder	0.00	6755	Outside	4681.00	
Perforations	16.00			4697.00	
Bullnose	3.00			4700.00	56.00 Bottom Packers & Anchor
Total Tool Length:	84.00				



**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

FLUID SUMMARY

Redland Resources
6001 NW 23rd Street
Oklahoma City, OK. 73127

Frank #31-2
31-23-24 Hodgeman, KS
Job Ticket: 43538 **DST#: 1**
Test Start: 2011.07.11 @ 08:37:24

ATTN: Chase Thomas

Mud and Cushion Information

Mud Type: Gel Chem	Cushion Type:	Oil API:	deg API
Mud Weight: 9.00 lb/gal	Cushion Length: ft	Water Salinity:	ppm
Viscosity: 46.00 sec/qt	Cushion Volume: bbl		
Water Loss: 8.80 in ³	Gas Cushion Type:		
Resistivity: ohm.m	Gas Cushion Pressure: psig		
Salinity: 3400.00 ppm			
Filter Cake: inches			

Recovery Information

Recovery Table

Length ft	Description	Volume bbl
190.00	MCO 55%O-45%M	0.971

Total Length: 190.00 ft Total Volume: 0.971 bbl
 Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:
 Laboratory Name: Laboratory Location:
 Recovery Comments:

