

CONFIDENTIAL

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

ORIGINAL RECEIVED  
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

JAN 13 2011  
KCC WICHITA

1/12/12

OPERATOR: License # 5205  
Name: Mid-Continent Energy Corporation  
Address 1: 105 S. Broadway, Suite 360  
Address 2: \_\_\_\_\_  
City: Wichita State: KS Zip: 67202 + \_\_\_\_\_  
Contact Person: Jack Buehler  
Phone: ( 316 ) 265-9501  
CONTRACTOR: License # 34233  
Name: Maverick Drilling, Inc.  
Wellsite Geologist: Ben Landes  
Purchaser: SUNOCO

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

10-5-2010	10-13-2010	10-26-2010
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 185-23637-0006  
Spot Description: \_\_\_\_\_  
SW NW SW Sec. 33 Twp. 24 S. R. 13  East  West  
1,526 Feet from  North /  South Line of Section  
363 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE     NW     SE     SW  
County: Stafford  
Lease Name: Russell Well #: 1  
Field Name: Haley  
Producing Formation: Lansing  
Elevation: Ground: 1938 Kelly Bushing: 1947  
Total Depth: 4310 Plug Back Total Depth: 4124  
Amount of Surface Pipe Set and Cemented at: 268 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: 15000 ppm Fluid volume: 240 bbls  
Dewatering method used: settlement  
Location of fluid disposal if hauled offsite: \_\_\_\_\_  
Operator Name: Bob's Oil Service, Inc.  
Lease Name: Teichman SWD License #: 32408  
Quarter SW Sec. 16 Twp. 22 S. R. 12  East  West  
County: Stafford Permit #: D-23,722

**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: Jack Buehler  
Owner/Operator      1-12-2011

KCC Office Use ONLY

- Letter of Confidentiality Received  
Date: 1/12/11 - 1/12/13
  - Confidential Release Date: \_\_\_\_\_
  - Wireline Log Received
  - Geologist Report Received
  - UIC Distribution
- [Handwritten initials and date 4-5-11]*

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Operator Name: Mid-Continent Energy Corporation Lease Name: Russell Well #: 1  
 Sec. 33 Twp. 24 S. R. 13  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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i>  List All E. Logs Run: <b>Compensated Density Neutron, Dual Induction, Sonic and Cement Bond log</b>	<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>Anhydrite</td> <td>830</td> <td>+1117</td> </tr> <tr> <td>Topeka</td> <td>3145</td> <td>-1198</td> </tr> <tr> <td>Heebner</td> <td>3480</td> <td>-1533</td> </tr> <tr> <td>Lansing KC</td> <td>3646</td> <td>-1699</td> </tr> <tr> <td>Base KC</td> <td>3903</td> <td>-1556</td> </tr> <tr> <td>Viola</td> <td>4056</td> <td>-2099</td> </tr> <tr> <td>Arbuckle</td> <td>4241</td> <td>-2294</td> </tr> </table>	Name	Top	Datum	Anhydrite	830	+1117	Topeka	3145	-1198	Heebner	3480	-1533	Lansing KC	3646	-1699	Base KC	3903	-1556	Viola	4056	-2099	Arbuckle	4241	-2294
Name	Top	Datum																							
Anhydrite	830	+1117																							
Topeka	3145	-1198																							
Heebner	3480	-1533																							
Lansing KC	3646	-1699																							
Base KC	3903	-1556																							
Viola	4056	-2099																							
Arbuckle	4241	-2294																							

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 1/4	8 5/8	23 lb.	268'	60/40 poz	225	
Production Casing	8 5/8	5 1/2	15.5 lb.	4124	AA2 Cement	175 SX	

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
4	(3886 to 3891)	Acidized with 750 gal. NE/FE acid	

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TUBING RECORD:	Size: <u>2 3/8</u>	Set At: <u>4077</u>	Packer At:	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>KCC WICHITA</b>
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Date of First, Resumed Production, SWD or ENHR. <b>11-17-2010</b>	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.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity	
	30	0	10		32	

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. <i>(Submit ACO-5)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>3886-3891</u>
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PAGE 1 of 1	CUST NO 1002760	INVOICE DATE 10/15/2010
INVOICE NUMBER <b>1718 - 90433783</b>		

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Pratt (620) 672-1201  
 B MID-CONTINENT ENERGY CORP  
 I 105 S BROADWAY ST STE 360  
 L WICHITA  
 L KS US 67202  
 T  
 O ATTN:

J LEASE NAME Russell 1  
 O LOCATION  
 B COUNTY Stafford  
 S STATE KS  
 I JOB DESCRIPTION Cement-New Well Casing/Pi  
 T JOB CONTACT  
 E

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40241524	19905		Net - 30 days	11/14/2010

*For Service Dates: 10/14/2010 to 10/14/2010*

0040241524

171802931A Cement-New Well Casing/Pi 10/14/2010  
 CNW-5 1/2" Longstring

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
AA2 Cement	175.00	EA	11.90	2,082.49 T
60/40 POZ	50.00	EA	8.40	420.00 T
Cello-flake	44.00	EA	2.59	113.96 T
De-foamer	42.00	EA	2.80	117.60 T
Salt	797.00	EA	0.35	278.95 T
Cement Friction Reducer	50.00	EA	4.20	210.00 T
Gas-Blok	165.00	EA	3.61	594.83 T
FLA-322	83.00	EA	5.25	435.75 T
Gilsonite	875.00	EA	0.47	410.38 T
Super Flush II	500.00	EA	1.07	535.50 T
Latch Down Plug & Baffle	1.00	EA	280.00	280.00
Auto Fill Float Shoe	1.00	EA	252.00	252.00
Turbolizer	6.00	EA	77.00	462.00
5 1/2" Basket	2.00	EA	203.00	406.00
Heavy Equipment Mileage	40.00	MI	4.90	196.00
Proppant & Bulk Delivery Charges	208.00	MI	1.12	232.96
Blending & Mixing Service Charge	225.00	MI	0.98	220.50
Unit Mileage Charge-Pickups, Vans & Cars	20.00	HR	2.98	59.50
Depth Charge; 4001'-5000'	1.00	HR	1,764.00	1,764.00
Casing Swivel Rental	1.00	EA	140.00	140.00
Plug Container Utilization Charge	1.00	EA	175.00	175.00
Service Supervisor	1.00	HR	122.50	122.50

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	9,509.92
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	379.56
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	9,889.48
DALLAS, TX 75284-1903	MIDLAND, TX 79702		



PAGE	CUST NO	INVOICE DATE
1 of 1	1002745	10/08/2010
INVOICE NUMBER		
1718 - 90427160		

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Pratt (620) 672-1201  
B MID-CONTINENT ENERGY  
I 105 S BROADWAY ST STE 320  
L WICHITA  
L KS US 67202  
T  
O ATTN:

J LEASE NAME RUSSELL 1  
O LOCATION  
B COUNTY STAFFORD  
S STATE KS  
I JOB DESCRIPTION Cement-New Well Casing/Pi  
T JOB CONTACT  
E

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40238596	27463		Net - 30 days	11/07/2010

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<i>For Service Dates: 10/06/2010 to 10/06/2010</i>				
0040238596				
171802524A Cement-New Well Casing/Pi 10/06/2010 SURFACE				
60/40 POZ	225.00	EA	8.28	1,863.00 T
CELLO-FLAKE	57.00	EA	2.55	145.52 T
CALCIUM CHLORIDE	582.00	EA	0.72	421.66 T
WOODEN CEMENT PLUG 8 5/8"	1.00	EA	110.40	110.40
UNIT MILEAGE CHARGE-PICKUPS, VANS & CARS	20.00	HR	2.93	58.65
HEAVY EQUIPMENT MILEAGE	40.00	MI	4.83	193.20
PROPPANT AND BULK DELIVERY CHARGES	194.00	MI	1.10	214.18
DEPTH CHARGE; 0-500'	1.00	HR	690.00	690.00
BLENDING & MIXING SERVICE CHARGE	225.00	MI	0.97	217.35
PLUG CONTAINER UTILIZATION CHARGE	1.00	EA	172.50	172.50
SUPERVISOR	1.00	HR	120.75	120.75

V# BASIC

LEASE # Russe-04  
AC # 71155 AMT 4,384.61

Posted  
10/11/10  
MJB

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	4,207.21
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	177.40
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	4,384.61
DALLAS, TX 75284-1903	MIDLAND, TX 79702		

Customer <i>M.D. Contract Energy</i>		Lease No.		Date <i>10-6-10</i>	
Lease <i>Russell</i>		Well # <i>1</i>			
Field Order #	Station <i>P. 111</i>	Casing <i>8 5/8</i>	Depth <i>278</i>	County <i>St. Louis</i>	State <i>MO</i>
Type Job <i>CNW - 8 5/8 Surface</i>			Formation	Legal Description <i>33-24-17</i>	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>8 5/8</i>				<i>225</i>				
Depth	Depth	From	To	Pre Pad	Max		5 Min.	
<i>268</i>				<i>1.21</i>				
Volume	Volume	From	To	Pad	Min		10 Min.	
Max Press	Max Press	From	To	Frac	Avg		15 Min.	
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load	
				<i>16</i>				

Customer Representative	Station Manager <i>Dave Scott</i>	Treater <i>Steve Gilmore</i>
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Service Units	<i>2727</i>	<i>2746</i>	<i>19326</i>	<i>19360</i>					
Driver Names	<i>Chris</i>	<i>Mike</i>	<i>M. McLean</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>4:30 AM</i>					<i>On location Safety meeting</i>
					<i>Run 6 JS 8 5/8 Casing</i>
					<i>Casing on Bottom</i>
					<i>Hook up to casing</i>
					<i>Break Circ w/ rig</i>
<i>6:45</i>	<i>200</i>		<i>3</i>	<i>5</i>	<i>H2O Ahead</i>
<i>6:46</i>	<i>100</i>		<i>118.5</i>	<i>5</i>	<i>Mix 225 sts 60/40 po2 @ 14.80</i>
<i>6:56</i>	<i>0</i>		<i>0</i>	<i>4</i>	<i>Shut Down Release plug</i>
<i>6:58</i>	<i>200</i>		<i>8</i>	<i>4</i>	<i>Start Displacement</i>
<i>7:00 AM</i>	<i>200</i>		<i>16</i>	<i>4</i>	<i>Cement to Surface</i>
					<i>Plug Down</i>
					<i>Job Complete</i>
					<i>Circulation Thru Job</i>
					<i>Circulated 8 bbl Topit</i>

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Customer Mid-Continent Energy Corporation		Lease No. Russell		Date 10-14-10	
Lease Pratt, Kansas		Well # 1		County Stafford	
Field Order # 2931	Station Pratt, Kansas	Casing 5 1/2" I.T.L.B.	Depth 4,124 Feet	County Stafford	State Kansas
Type Job C.N.W. - Longstring			Formation	Legal Description 33-245-13W	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME			
Casing Size 5 1/2" I.T.L.B.	Tubing Size 4 1/4" I.T.L.B.	Shots/Ft 175	From 58	To 175	Acid AA 2 with	38	RATE Friction Reducer	258	Defoamer
Depth 4,124 Feet	Depth	From	To	5.8	Pre Pad Fluid Loss, 18 Gas	Max 108	Press Salt	25	5 Min. Sticellflote, 5Lb/lst
Volume 95.7 Bbl	Volume	From	To	15.3	Pad 5.44 Gal/lst,	Min 1.36	CV.F.T./sk.	10	10 Min. Gilsonite
Max Press 1,500 PSI	Max Press	From	To		Frac	Avg		15	15 Min.
Well Connection Pump Continer	Annulus Vol.	From	To	50	Pos to plug Rat	HHP Used (30 sacks)	and Mouse	(20 sacks)	Annulus Pressure
Plug Depth 4,086 feet	Packer Depth	From	To		Flush 94.8 Bbl. Fresh Water	Gas Volume			Total Load

Customer Representative Jeff Burke	Station Manager David Scott	Treater Clarence R. Messick		
Service Units 19,866	19,903	19,905	19,826	19,860
Driver Names/Messick	Mattal	Wiser		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
10:00					Truck on location and hold safety meeting.
11:00					Maverick Drilling start to run Auto Fill Float Shoe, Shoe Joint with latchdown Baffle screwed into collar and a total of 108 Joints 1 I.T.L.B./Ft. 5 1/2" N-80 casing. A Basket was installed above collars # 1 and # 7. A Turbolizer was installed on Collars # 1, 3, 5, 7, 10 and # 13.
1:50					Casing in well Circulate and Rotate for 1 hour.
3:02	300			6	Start Fresh Water Pre-Flush.
			20	6	Start Super Flush II.
			32	5	Start Fresh Water Spacer.
3:17	300		35	5	Start mixing 175 sacks AA 2 cement.
	-0-		77		Stop pumping. Shut in well. Wash pump and line. Release Latch Down Plug. Open Well.
3:28	150			6.5	Start Fresh Water Displacement.
	700			5	Start to lift cement.
3:38	700		94.8		Plug down.
	1,500				Pressure up.
					Release pressure Float Shoe held.
			7-5	3	Plug Rat (30 sacks) and Mouse (20 sacks) holes.
					Wash up pump truck.
4:15					Job Complete.
					Thank You
					Clarence, Mike, Lucas

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

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

CONFIDENTIAL

FIELD SERVICE TICKET  
1718 02931 A

33-245-13W

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

DATE OF JOB 10-14-10	DISTRICT Pratt, Kansas	NEW WELL <input checked="" type="checkbox"/>	OLD WELL <input type="checkbox"/>	PROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:			
CUSTOMER Mid-Continent Energy, Corporation	LEASE Russell	WELL NO. 1								
ADDRESS	COUNTY Stafford	STATE Kansas								
CITY	STATE	SERVICE CREW C. Messick; M. Mattal; L. Wiser								
AUTHORIZED BY	JOB TYPE: C.N.W. - Longstring									
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
19,866	.75						10-14-10			9:00
						ARRIVED AT JOB				10:00
19,903-19,905	.75					START OPERATION				3:00
						FINISH OPERATION				3:45
19,826-19,860	.75					RELEASED	10-14-10			4:15
						MILES FROM STATION TO WELL				20

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

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

SIGNED: \_\_\_\_\_  
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
P CP 105	AA 2 Cement	sh	175		\$ 2,975 00
P CP 103	60/40 Poz Cement	sh	50		\$ 600 00
P CC 102	Cellflake	Lb	44		\$ 162 80
P CC 105	Defoamer	Lb	42		\$ 168 00
P CC 111	Salt (Fine)	Lb	797		\$ 398 50
P CC 112	Cement Friction Reducer	Lb	50		\$ 300 00
P CC 115	Gas Blot	Lb	165		\$ 849 75
P CC 129	FLA-322	Lb	83		\$ 622 50
P CC 201	Gilsonite	Lb	875		\$ 586 25
P CF 607	Latch Down Plug and Baffle, 5 1/2"	ea	1		\$ 400 00
P CF 1251	Auto Fill Float Shoe, 5 1/2"	ea	1		\$ 360 00
P CF 1651	Turbolizer, 5 1/2"	ea	6		\$ 660 00
P CF 1901	Basket, 5 1/2"	ea	2		\$ 580 00
P CC 155	Super Flush II	Gal	500	KCC WICHITA	765 00

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE \_\_\_\_\_ THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: \_\_\_\_\_  
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

## Agreement of Terms and Conditions

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

### Terms:

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

### Taxes:

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

### Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

### Towing Charges:

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

### Product Return:

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

### Service Warranty:

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

### Product Warranty:

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

### Service Conditions:

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

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

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

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

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

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

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

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

### General Provisions:

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

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

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

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

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

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

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





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

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

FIELD SERVICE TICKET  
1718 ~~02932~~ A  
Continuation

33-245-13W

DATE TICKET NO. 2,931

DATE OF JOB: 10-14-10	DISTRICT: Pratt, Kansas	NEW WELL <input checked="" type="checkbox"/>	OLD WELL <input type="checkbox"/>	PROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:		
CUSTOMER: Mid-Continent Energy, Corporation		LEASE: Russell		WELL NO. 1					
ADDRESS:		COUNTY: Stafford		STATE: Kansas					
CITY:		STATE:		SERVICE CREW: C. Messick; M. Mattal; L. Wisor					
AUTHORIZED BY:		JOB TYPE: C.N.W. - Longstring							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM PM	TIME
						ARRIVED AT JOB		AM PM	
						START OPERATION		AM PM	
						FINISH OPERATION		AM PM	
						RELEASED		AM PM	
						MILES FROM STATION TO WELL			

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

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

SIGNED: \_\_\_\_\_  
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
P E 100	Pickup Mileage	Mi	20		\$ 85 00
P E 101	Heavy Equipment Mileage	mi	40		\$ 280 00
P E 113	Bulk Delivery	tm	208		\$ 332 80
P CE 205	Cement Pump: 4,000 Feet To 5,000 Feet	Job	1		\$ 2,520 00
P CE 240	Blending and mixing Service	Sk	225		\$ 315 00
P CE 501	Casing Swivel Rental	Job	1		\$ 200 00
P CE 504	Plug Container	Job	1		\$ 250 00
P 5003	Service Supervisor	Job	1		\$ 175 00

RECEIVED  
FEB 10 2011

KCC WICHITA  
SUB TOTAL  
\$ 9,509.92

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE: <i>Cherone R. Messick</i>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <i>[Signature]</i>
FIELD SERVICE ORDER NO.	(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

# Agreement of Terms and Conditions

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

## Terms:

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

## Taxes:

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

## Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

## Towing Charges:

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

## Product Return:

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

## Service Warranty:

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

## Product Warranty:

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

## Service Conditions:

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

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

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

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

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

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

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

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

## General Provisions:

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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.