

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**ORIGINAL**

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

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

OPERATOR: License # 33513  
Name: Five Star Energy, Inc.  
Address 1: 215 E. 14TH  
Address 2: \_\_\_\_\_  
City: HARPER State: KS Zip: 67058  
Contact Person: HOWARD SHORT  
Phone: (620) 896-2710  
CONTRACTOR: License # 30891  
Name: LEIKER WELL SERVICE  
Wellsite Geologist: JEFF BURK  
Purchaser: PLAINS (OIL) DCP (GAS)

API No. 15 - 033 003-21594-00-00  
Spot Description: 200' FWL & 2628' FNL  
SW SW NW Sec. 35 Twp. 34 S. R. 20  East  West  
2628 Feet from  North /  South Line of Section  
200' Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: COMANCHE  
Lease Name: BAKER Well #: 4  
Field Name: WILD CAT  
Producing Formation: Miss.  
Elevation: Ground: 1717 Kelly Bushing: 1727  
Total Depth: 6450 Plug Back Total Depth: 6248  
Amount of Surface Pipe Set and Cemented at: 80' Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set: 5409' Feet  
If Alternate II completion, cement circulated from: N/A  
feet depth to: N/A w/ N/A sx cmt.

Designate Type of Completion:  
 New Well  Re-Entry  Workover  
 Oil  WSW  SWD  SIOW  
 Gas  D&A  ENHR  SIGW  
 OG  GSW  Temp. Abd.  
 CM (Coal Bed Methane)  
 Cathodic  Other (Core, Expl., etc.): \_\_\_\_\_

If Workover/Re-entry: Old Well Info as follows:  
Operator: N/A  
Well Name: N/A

Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening  Re-perf.  Conv. to ENHR  Conv. to SWD  
 Conv. to GSW  
 Plug Back: \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_  
 Commingled Permit #: \_\_\_\_\_  
 Dual Completion Permit #: \_\_\_\_\_  
 SWD Permit #: \_\_\_\_\_  
 ENHR Permit #: \_\_\_\_\_  
 GSW Permit #: \_\_\_\_\_

8/26/11 9/12/11 11/08/11  
Spud Date or Recompletion Date Date Reached TD Completion Date or Recompletion Date

**Drilling Fluid Management Plan**  
(Data must be collected from the Reserve Pit)  
Chloride content: 7500 ppm Fluid volume: 840 bbls  
Dewatering method used: EVAPORATION  
Location of fluid disposal if hauled offsite:  
Operator Name: OIL PRODUCERS INC.  
Lease Name: RICH C-9 License #: 8061  
Quarter SE Sec. 22 Twp. 32 S. R. 19  East  West  
County: COMANCHE Permit #: 28178

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

**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: Howard Short  
Title: VP Date: 1/6/12

**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: Dlg Date: 1/27/12

Operator Name: Five Star Energy, Inc. Lease Name: BAKER Well #: 4  
 Sec. 35 Twp 34 S. R. 20  East  West County: COMANCHE

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

Drill Stem Tests Taken <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i>  List All E Logs Run: <b>DIL, CDE, MICRO</b>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Datum</th> </tr> </thead> <tbody> <tr> <td>Heebner</td> <td>4159</td> <td>-2432</td> </tr> <tr> <td>Lansing</td> <td>4356</td> <td>-2629</td> </tr> <tr> <td>Cherokee Sh.</td> <td>5077</td> <td>-3350</td> </tr> <tr> <td>Mississippi</td> <td>5209</td> <td>-3482</td> </tr> <tr> <td>Viola Dolomite</td> <td>6276</td> <td>-4549</td> </tr> </tbody> </table>	Name	Top	Datum	Heebner	4159	-2432	Lansing	4356	-2629	Cherokee Sh.	5077	-3350	Mississippi	5209	-3482	Viola Dolomite	6276	-4549
Name	Top	Datum																	
Heebner	4159	-2432																	
Lansing	4356	-2629																	
Cherokee Sh.	5077	-3350																	
Mississippi	5209	-3482																	
Viola Dolomite	6276	-4549																	

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
Conductor	32"	20"	75#	80'	Com.	100	2%gel,3%cc
Surface	12 1/4"	8 5/8"	24#	681'	A-Con	500	2%gel,3%cc,
Prod	7 7/8"	5 1/2"	15.5#	6248'	AA-2	470	5#/sxl.10%S

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
1 spf 3 holes	6278'-6280'	300 gal MCA	
	SET CIBP @ 6200'		
4 spf	5247'-5253' 5257'-5263'	600 gal. 15%MCA	

RECEIVED  
 JAN 12 2012  
 KCC WICHITA

TUBING RECORD: Size: <u>2 3/8</u> Set At: <u>5354'</u> Packer At: <u>none</u>		Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR. <u>1/06/12</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 <u>10</u> Water Bbls. <u>180</u> Gas-Oil Ratio _____ Gravity _____

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



## 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 not, 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 **04819** A

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

DATE OF JOB <b>9-12-11</b> DISTRICT <b>Pratt Kansas</b>		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 <b>Five Star Energy, Incorporated</b>		LEASE <b>Bellevue</b>		WELL NO. <b>539</b>					
ADDRESS		COUNTY <b>Comanche</b>		STATE <b>Kansas</b>					
CITY		STATE		SERVICE CREW <b>M. ... M. ... L. ...</b>					
AUTHORIZED BY		JOB TYPE <b>NW Test Stop Leasing</b>							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM/PM	TIME
<b>3T 216</b>		<b>19-28 11165</b>	<b>11</b>				<b>9/11</b>		
						ARRIVED AT JOB	<b>9/11</b>		
						START OPERATION	<b>11</b>		
						FINISH OPERATION	<b>2</b>		
						RELEASED			<b>14</b>
						MILES FROM STATION TO WELL			<b>T5</b>

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
CF 105	60/40 102 Cement	sh	30		360 00
CF 105	AA 2 Cement	sh	160		2 220 00
CF 105	AA 2 Cement	sh	230		4 760 00
CF 103	60/40 102 Cement	sh	50		600 00
CC 102	C-411	LL	110		407 00
CC 105	C-411	LL	114		416 00
CC 111	Salt	lb	2003		1 001 50
CC 112	Cement Friction Reducer	lb	125		752 00
CC 115	C-441	lb	415		2 137 25
CC 201	Gilsonite	lb	219		1 472 66
CC 129	FLA-322	lb	205		1 560 00
CF 401	Two Stage Cement Collar 5 1/2"	cu	1		6 100 00
CF 601	Latch Down Plug and Baffle 5 1/2"	cu	1		850 00
CF 151	Auto Fill Flat Shoe 5 1/2"	cu	1		360 00
CF 1651	Trudalizer 5 1/2"	cu	1		1 100 00
CF 1901	Burton 5 1/2"	cu	1		290 00
CC 55	Super Flush II	Gal	500		265 00

RECEIVED  
JAN 12 2012

SUB TOTAL  
**265**

CHEMICAL / ACID DATA:			

**KCC WICHITA**

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

Thank you

TOTAL

SERVICE REPRESENTATIVE <i>Robert [Signature]</i>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____
--	---

FIELD SERVICE ORDER NO.

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

## Agreement of Terms and Conditions

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

### Terms:

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

### Taxes:

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

### Special Pricing Provisions:

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

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

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

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

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

### Towing Charges:

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

### Product Return:

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

### Service Warranty:

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

### Product Warranty:

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

### Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons not for loss or damage arising from the performance of our services or resulting therefrom.

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

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

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

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

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

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

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

### General Provisions:

Wherever the initials 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.

Customer Five Star Energy, Incorporated	Lease No. Well # 5-35	Date 9-12-11
Lease Baker	Field Order # 4819	Station Pratt, Kansas
Type Job C.N.W. - Two Stage Long String (Bottom Stage)	Casing 5 1/2" 15.5 Lb.	Depth 6,444
	County Comanche	State Kansas
	Formation 35-345-20W	Legal Description

PIPE DATA		PERFORATING DATA		CEMENT USED		TREATMENT RESUME		
Casing Size 5 1/2"	Tubing Size 5 1/2"	Shots/Ft	30 sacts	60/40 Poz	for scavenger	RATE	PRESS	ISIP
Depth 6,444 Feet	Depth	From	To	12 Lb./Gal.	11.89 Gal./	Max 2.08 CU.F.T./skt		5 Min.
Volume 153.4 Bbl.	Volume	From	To	160 sacts	AA-2 with	Min 5% FLA	322	10 Min. Friction Reducer
Max Press 2,500 PSI	Max Press	From	To	2580	18 Gas Bbl.	Avg 10% Salt	5 Lb/skt	15 Min. 25 Lb/skt
Well Connection Wedge and Val	Annulus Vol	From	To	15.3 Lb./Gal.	5.44 Gal./skt	HHP Used 1.36 CU.F	1.36	Annulus Pressure
Plug Depth 6,423 Feet	Packer Depth	From	To	30 Bbl.	Fresh Water	Gas Volume 125 Bbl.		Drilling Mud Total Load

Customer Representative Jeff Burke	Station Manager David Scott	Treater Clarence R. Messich
Service Units 37,216	19903	19905
Driver Names Messich	Mattal	Young
		Phye

Time P.M.	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
12:00					Cementer and Float Equipment on location.
1:00					Trucks on location and hold safety meeting
2:15					Maverick Drilling start to run Auto Fill Float Shoe, shoe joint with latch
					Down Baffle screwed into collar and a total of 152 Joints new 15.5 Lb./Ft.
					5 1/2" casing. A Turbolizer was installed on collars # 1, 5, 10, 17, 24, 26, 28, 34, 41, 47, 53
					A Basket was installed on the bottom of Joint # 23. A D.V. Tool was installed on top of Joint # 24 or 5,406 Feet down from surface.
5:30					Casing in well. Circulate for 1 1/2 Hours.
7:20	3,500				Shut in well. Pressure Test. Open Well.
	450			5	Start mixing 30 sacts 60/40 Poz cement.
	400		11	5	Start mixing 160 sacts AA2 cement.
	-0-		50		Stop pumping. Remove swedge. Insert Latch Down Plug into casing. Install swedge.
7:50	100			6	Start Fresh Water Displacement.
			30	5	Start Drilling Mud Displacement.
			124	5	Start to lift cement.
8:20	700		153		Plug down.
	2,500				Pressure up
					Release pressure. Float Shoe held
					Remove swedge and Valve.
8:26	-0-				Release D.V. Opening Device
					Install swedge and Valve.

RECEIVED  
JAN 12 2012  
KCC WICHITA

# BASIC

Page # 2 of 2

energy services, L.P.

## TREATMENT REPORT

Customer Five Star Energy Services Incorporated	Lease No. Baker	Lease No. 5-35	Date 9-12-11
Field Order # 4819	Station Pratt, Kansas	Casing 5 7/8	Depth 15.5 Lb/Ft. 5406 Feet
Type Job C.N.W. - Two Stage Long String (Top Stage)	Formation	County Comanche	State Kansas
		Legal Description 35-345-20W	

PIPE DATA		PERFORATING DATA		CEMENT USED		TREATMENT RESUME			
Casing Size 5 7/8	Tubing Size 4 1/2	Shots/Ft	280	ADD	AA2 with 58 FLA-322	RATE	PRESS	ISIP	Friction Reducer
Depth 5406 Feet	Depth	From	To	58	Defoamer, 18 Gas B	Max	108 Salt	25 lb	5 Min. Cellflats
Volume 128.6 Bbl	Volume	From	To	5	lb 1/2 st Gilsonite	Min			10 Min.
Max Press	Max Press	From	To	15.3	lb/Gal., 5.44 Gal	Avg	1.36	CU.FT.	15 Min.
Well Connection Plug Container	Annulus Vol.	From	To	50	sacks 60/40 Poz to Plug Rat	HHP Used	(30 sacks)	and Mouse	(20 sacks) holes
Plug Depth 5406 Feet	Packer Depth	From	To		Flush 128.6 Bbl. Fresh Water	Gas Volume			Total Load

Customer Representative	Station Manager	Treater								
Service Units	19903	19905	19900	19960	19960	19918	32010			
Driver Names	Messik	Mattal	Young	Phya	Sullivan					

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
8:46	1200				Open D.V. Tool.
					Pump Drilling mud remaining on truck.
8:55					Hook up well to rig, pump and circulate for 3 hours
11:50					Remove sump and valve after plugging Rat & Mouse
					Install Plug Container with Closing Plug init.
12:10				6	Start Fresh Water Pre-Flush.
	400		20	6	Start Super Flush II
			32	5	Start Fresh Water Spacer.
			35	5	Start mixing 280 sacks AA2 cement.
			103		Stop pumping, shut in well. Release Closing Plug.
					Wash pump and lines. Open Well.
				6.5	Start Fresh Water Displacement.
	300			5	Start to lift cement.
1:00	1800		1286		Plug down. Close valve after Release R.
					Pressure up and close D.V. Tool. Closed
					Wash up pump truck.
					Job Complete
					Thank You
					Clarence, Mitre, Steve, Dale, Robert

RECEIVED  
JAN 12, 2012  
KCC WICHITA



Customer: <u>From State Energy</u>	Lease No.:	Date: <u>8-28-11</u>
Case: <u>Baker</u>	Well #: <u>H-35</u>	
Old Order #:	Station: <u>Pratt</u>	Casing: <u>8 5/8</u>
Depth:	County: <u>Comanche</u>	State: <u>KS</u>
Job: <u>CNW-8 5/8 Surface</u>	Formation:	Legal Description: <u>35-34-20</u>

PIPE DATA				PERFORATING DATA		FLUID USED		TREATMENT RESUME		
String Size	Tubing Size	Shots/Ft						RATE	PRESS	ISIP
			<u>2005 sk</u>	Acid	<u>Alcon Blend</u>					5 Min.
Depth	Depth	From	To	Pre Pad	<u>Common</u>			Max		10 Min.
Volume	Volume	From	To	Pad	<u>Common 370cc</u>			Min		15 Min.
Max Press	Max Press	From	To	Frag	<u>Common 370cc</u>			Avg		Annulus Pressure
Well Connection	Annulus Vol.	From	To					HHP Used		Total Load
Plug Depth	Packer Depth	From	To	Flush	<u>41</u>			Gas Volume		

Customer Representative:	Station Manager: <u>Dave Scott</u>	Treater: <u>Steve Gilmore</u>
Service Units:	199160 / 19918 / 19831 / 19862	
Operator:	<u>Mitchell</u>	<u>NUMBER</u>

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
1:30 PM					On location - Safety Meeting
					Run 16 7/8 8 5/8 casing
					Centralizer + Basket JT# 16
					Centralizer at JT 8
					Insert in steel joint
					Casing on tool joint Bronck (new) P.
2:22	200		38	5	Mix 2005 sk Alcon Blend @ 11 1/2 gal
2:40	200		47	5	Mix 2005 sk Common @ 15 1/2 gal
					Let circulation on when Ret. of pl.
2:52	0		0	5	Start H2O D. placement
3:11	300		10	5	Circulation Reverse
3:00 AM	400		41	4	Plug Down - Hold 10 min
					TO Surface. Flood Fall 15 feet
					Content @ 90' from Surface
					Call back Service Crew
					Run 100' of 1" Tubing
					Mix 150 sk Common @ 17 1/2 gal
3:00			30	1	Content on tool joint + 11 70 min
1:00 PM	100		15	1	Mix 75 sk Common @ 17 1/2 gal
1:30 PM					Content TO Surface. Hold in casing
					Job complete
					Time: 6:51 PM

RECEIVED  
 JAN 12 2012  
 KCC WICHITA

Customer <span style="font-size: small;">P...</span>			Lease No. <span style="font-size: small;">4135</span>			Date <span style="font-size: small;">3/1/12</span>		
Lease <span style="font-size: small;">P...</span>				Well # <span style="font-size: small;">4135</span>				
Field Order # <span style="font-size: small;">4135</span>		Station <span style="font-size: small;">P...</span>		Casing <span style="font-size: small;">X</span>	Depth	County <span style="font-size: small;">...</span>		State <span style="font-size: small;">...</span>
Type Job <span style="font-size: small;">...</span>				Formation			Legal Description <span style="font-size: small;">3...</span>	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
			2100	Pre Pad			5 Min.	
Depth	Depth	From	To	Pad	Max		10 Min.	
Volume	Volume	From	To	Frac	Min		15 Min.	
Max Press	Max Press	From	To	Flush	Avg		Annulus Pressure	
Well Connection	Annulus Vol.	From	To		HHP Used		Total Load	
Plug Depth	Packer Depth	From	To		Gas Volume			

Customer Representative				Station Manager				Treater			
Service Units		Driver Names		Service Units		Driver Names		Service Units		Driver Names	

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log						
7:30					<p style="font-size: x-small;">Detailed handwritten service log notes including pressure readings, pump rates, and well conditions over time.</p>						

**RECEIVED**  
**JAN 12 2012**  
**KCC WICHITA**



**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 05001 A

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

DATE OF JOB <b>8-28-11</b> DISTRICT <b>Pratt</b>	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 <b>Five Star Energy</b>	LEASE <b>Baker</b> WELL NO. <b>4.35</b>					
ADDRESS	COUNTY <b>Comanche</b> STATE <b>KS</b>					
CITY STATE	SERVICE CREW <b>Orlando, Mitchell, McCluskey, Hunter</b>					
AUTHORIZED BY	JOB TYPE: <b>CNW-8 5/8 Surface 1" Cement</b>					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED <b>8-27-11</b> DATE <b>AM 5:00</b> TIME <b>PM</b>
<b>27283</b>	<b>8</b>					ARRIVED AT JOB <b>8-27-11</b> DATE <b>AM 7:30</b> TIME <b>PM</b>
<b>33707-20900</b>	<b>8</b>					START OPERATION <b>8-28-11</b> DATE <b>AM 1:00</b> TIME <b>PM</b>
<b>19960-19918</b>	<b>4</b>					FINISH OPERATION <b>7</b> DATE <b>AM 1:30</b> TIME <b>PM</b>
<b>19831-19867</b>	<b>4</b>					RELEASED <b>7</b> DATE <b>AM 2:50</b> TIME <b>PM</b>
						MILES FROM STATION TO WELL <b>75</b>

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
CP101	A-Con Blend	SK	200		3600.00
CP100	Common	SK	200		3200.00
CP100	Common	SK	150		2400.00
CP100	Common	SK	75		1200.00
CC102	Celloflake	Lb	100		370.00
CC109	Calcium Chloride	Lb	1551		1628.55
CC200	Cement bag	Lb	376		94.00
CF105	Top Rubber Plug 8 5/8"	ea	1		225.00
CF1453	Flapper Type Insect Float Valve 8 5/8"	ea	1		280.00
CF1753	Centralizer 8 5/8"	ea	2		180.00
CF1903	Basket 8 5/8"	ea	1		315.00
CH03	Cement Pump Additional hours	HR	1		500.00
CC109	Calcium Chloride	Lb	80		24.00
E100	Pickup Mileage	Mi	75		318.75
E101	Heavy Equipment Mileage	Mi	225		1575.00
E113	Bulk Delivery	Tm	2183		3477.00
CE201	Noptk Charge 501-1000'	ea	1		1200.00
CE240	Cement Service Charge	SK	625		875.00
CE504	Plus Container	ea	1		250.00
S003	Service Supervisor	ea	1		175.00
SUB TOTAL					1750.00

CHEMICAL / ACID DATA: **RECEIVED**  
**JAN 12 2012**

SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		17350.22

**KCC WICHITA**

SERVICE REPRESENTATIVE **Steve Orlando** THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: **Craig Huber**  
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

# Koda Services, Inc.

# INVOICE

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

Date	Invoice #
8/31/2011	9356

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

608025

Ordered By	Terms	Field Tkt	Legal Description	Lease Name	Drill Rig
Jack	Net 30	6596	Sec. 35-34S-20W	Baker 4-35	Maverick #106

Item	Quantity	Description
Conductor	80	Drilled 80' of 32" hole for conductor
20" Pipe	80	Furnished 80' of 20" conductor pipe
Ream Hole		Ream Hole
60" X 5'	1	Furnished 5' X 5' tinhorn
Dirt Removal		Provided Labor and Equipment for dirt removal and cleanup
Mud/Water		Freight/Trucking charge for mud/water
Welder		Welder
Grout		Furnished grout
Deliver Grout		Deliver grout to location
Cover Plate		Cover Plate
Permits		Permits

23193

RECEIVED  
JAN 12 2012  
KCC WICHITA

<b>Subtotal</b>	\$13,280.00
<b>Sales Tax (6.3%)</b>	\$317.52

Thank you for your business.	<b>Total</b>	\$13,597.52
------------------------------	--------------	-------------