



KANSAS CORPORATION COMMISSION 1066577  
 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 # 31021  
 Name: Castelli Exploration, Inc.  
 Address 1: 6908 NW 112TH  
 Address 2:  
 City: OKLAHOMA CITY State: OK Zip: 73162 + 2976  
 Contact Person: Tisha Love  
 Phone: (405) 722-5511  
 CONTRACTOR: License # 5929  
 Name: Duke Drilling Co., Inc.  
 Wellsite Geologist: Geodynamic  
 Purchaser:

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 #:

10/11/2011	10/16/2011	10/18/2011
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 15-033-21596-00-00

Spot Description:  
 S2 NW SE Sec. 18 Twp. 31 S. R. 16  East  West  
 1650 Feet from  North /  South Line of Section  
 1980 Feet from  East /  West Line of Section

Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW

County: Comanche  
 Lease Name: Lone Wolf Well #: 1-18

Field Name:  
 Producing Formation: None

Elevation: Ground: 1997 Kelly Bushing: 2016

Total Depth: 5471 Plug Back Total Depth:  
 Amount of Surface Pipe Set and Cemented at: 335 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: 34200 ppm Fluid volume: 700 bbls  
 Dewatering method used: Hauled to Disposal

Location of fluid disposal if hauled offsite:

Operator Name: Oil Producers Inc. of Kansas

Lease Name: Rich C License #: 8061

Quarter NW Sec. 22 Twp. 32 S. R. 19  East  West  
 County: Comanche Permit #: D28178

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.

Submitted Electronically

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: Deanna Garrisor Date: 02/06/2012



1066577

Operator Name: Castelli Exploration, Inc. Lease Name: Lone Wolf Well #: 1-18  
 Sec. 18 Twp. 31 S. R. 16  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 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If no, Submit Copy)</i>  List All E. Logs Run:  DIL Compensated Density	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input 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>4114</td> <td>-2098</td> </tr> <tr> <td>Lansing</td> <td>4297</td> <td>-2281</td> </tr> <tr> <td>Fort Scott</td> <td>4864</td> <td>-2848</td> </tr> <tr> <td>Mississippi</td> <td>4927</td> <td>-2911</td> </tr> <tr> <td>Viola</td> <td>5196</td> <td>-3180</td> </tr> <tr> <td>Simpson</td> <td>5386</td> <td>-3370</td> </tr> </tbody> </table>	Name	Top	Datum	Heebner	4114	-2098	Lansing	4297	-2281	Fort Scott	4864	-2848	Mississippi	4927	-2911	Viola	5196	-3180	Simpson	5386	-3370
Name	Top	Datum																				
Heebner	4114	-2098																				
Lansing	4297	-2281																				
Fort Scott	4864	-2848																				
Mississippi	4927	-2911																				
Viola	5196	-3180																				
Simpson	5386	-3370																				

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	30	20	52.73	87	8 sx grout	135	
Surface	17.5	13.375	48	335	A-Serv lite 60/40 poz	350	6% gel, 3% cc 1/4# cellflake

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	-	60/40 poz	240	4% gel to plug well
	-			

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

TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No
----------------	-------	---------	------------	---

Date of First, Resumed Production, SWD or ENHR.	Producing Method: <input type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____				
Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	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 type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <input type="checkbox"/> Other <i>(Specify)</i> _____	PRODUCTION INTERVAL: _____ _____
---	--	--



**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 04872 A

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

DATE OF JOB: <b>10-18-2011</b> DISTRICT: <b>PRATT, Ks.</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>CASTELLI EXPLORATION</b>		LEASE: <b>LONEWOLF</b> WELL NO.: <b>1-18</b>							
ADDRESS:		COUNTY: <b>COMANCHE</b> STATE: <b>Ks.</b>							
CITY: _____ STATE: _____		SERVICE CREW: <b>LESLEY, LAWRENCE, MCGRAW</b>							
AUTHORIZED BY: <b>RICK POPP</b>		JOB TYPE: <b>CNW - P.T.A.</b>							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
<b>37586</b>	<b>2</b>						<b>10-18-11</b>		<b>1:30</b>
<b>27463</b>	<b>2</b>					ARRIVED AT JOB		AM	<b>3:00</b>
<b>19826-19860</b>	<b>2</b>					START OPERATION		AM	<b>6:00</b>
						FINISH OPERATION		AM	<b>8:15</b>
						RELEASED		AM	<b>8:45</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: *Richard Popp*  
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP103	60/40 POZ	SK	230		2,760.00
CC200	CEMENT GEL	lb	396		99.00
E 100	PICKUP MILEAGE	MI	75		318.75
E 101	HEAVY EQUIPMENT MILEAGE	MI	150		1,050.00
E 113	BULK DELIVERY CHARGE	TM	743		1,188.00
CE 201	DEPTH CHARGE; 501-1000'	HR	1.4		1,200.00
CE 240	BLENDING SERVICE CHARGE	SK	230		322.00
S003	SERVICE SUPERVISOR	EA	1		175.00

CHEMICAL / ACID DATA:


SUB TOTAL	ALS	5,619.00
SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		

SERVICE REPRESENTATIVE: <u><i>David Lesley</i></u>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <u><i>Richard Popp</i></u> (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.



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

FIELD SERVICE TICKET  
1718 05086 A

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

DATE OF JOB: 10-11-2011	DISTRICT: Pratt	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: Castell Exploration Inc				LEASE: Lone Wolf				WELL NO. F18
ADDRESS:				COUNTY: Comanche		STATE: KS		
CITY:				SERVICE CREW: Melson Hunter Sullivan				
AUTHORIZED BY:				JOB TYPE: CNW 13 3/4 coil				
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED		
33708-20920	35					DATE: 10-10-11	TIME: 12:30	
19531-19802	35					ARRIVED AT JOB	2:20	
37900						START OPERATION	9:25	
						FINISH OPERATION	10:00	
						RELEASED	10:30	
						MILES FROM STATION TO WELL: 75		

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
CP 106	Aserv Lite	SK	175		2,275.00
CP 103	60/40 Poz	SL	175		2,100.00
CC 102	CelloFlake	lb	88		325.60
CC 109	Calcium Chloride	lb	912		957.60
E 100	Pickup mileage	mi	75		318.75
E 101	Heavy Equipment mileage	mi	150		1,050.00
E 113	Bulk Delivery	Tm	1140		1,824.00
CE 200	Depth Charge 0-500	4hr	1		1,000.00
CE 240	Mixing Charge	SK	350		490.00
S 003	Supervisor	eg	1		175.00

SUB TOTAL: 8097.28

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

CHEMICAL / ACID DATA:			

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. 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 <i>CASTELLI Exploration</i>	Lease No.	Date <i>10-11-11</i>
Lease <i>LOPE WOLF</i>	Well # <i>1-18</i>	
Field Order # <i>3096</i>	Station <i>Prod TI KS</i>	Casing <i>13 3/8</i>
		Depth <i>337'</i>
Type Job <i>CNW 13 3/8 comb.</i>	Formation	Legal Description <i>18-31-16</i>
		County <i>COMANCHE</i>
		State <i>KS</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>13 3/8</i>								
Depth <i>337'</i>	Depth	From	To	Pre Pad	Max		5 Min.	
Volume <i>50</i>	Volume	From	To	Pad	Min		10 Min.	
Max Press <i>300</i>	Max Press	From	To	Frac	Avg		15 Min.	
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth <i>370</i>	Packer Depth	From	To	Flush	Gas Volume		Total Load	

Customer Representative	Station Manager <i>DAVE SCOTT</i>	Treater <i>Robert Johnson</i>
-------------------------	--------------------------------------	----------------------------------

Service Units	<i>37900</i>	<i>33704</i>	<i>20920</i>	<i>19831</i>	<i>19862</i>				
Driver Names	<i>Sullivan</i>	<i>Melton</i>	<i>Hunter</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>2:30</i>					<i>on loc site, meeting</i>
					<i>Run 7 STS 48 13 3/8 csg.</i>
<i>9:10</i>					<i>Csg on Bottom</i>
<i>9:20</i>					<i>Hook Rig case</i>
<i>9:25</i>		<i>200</i>	<i>3</i>	<i>4</i>	<i>31 Spoolcase</i>
			<i>49</i>	<i>5</i>	<i>At max lead cont 175 sk A-Spudite</i>
			<i>38</i>		<i>max tail cont 175 60/40, 27 3/4</i>
					<i>cont mixed</i>
				<i>3.5</i>	<i>At 11:00</i>
<i>10:00</i>			<i>48</i>		<i>plug down</i>
					<i>cont 15 HPL cont to pit</i>
					<i>JOB Complete</i>
					<i>Thank you</i>



**TRILOBITE TESTING, INC.**

# DRILL STEM TEST REPORT

Castelli Exploration Inc.

**18-31s-16w Comanche K.**

6908 N.W.112Th,  
Oklahoma City Ok.73162

**Lone Wolf#1-18**

Job Ticket: 44008

**DST#: 1**

ATTN: Rick Popp

Test Start: 2011.10.16 @ 21:32:34

## GENERAL INFORMATION:

Formation: **Miss.**

Deviated: No Whipstock: ft (KB)

Time Tool Opened: 00:50:34

Time Test Ended: 08:12:49

Test Type: Conventional Straddle (Initial)

Tester: Gary Pevoteaux

Unit No: 56

**Interval: 4890.00 ft (KB) To 4978.00 ft (KB) (TVD)**

Reference Elevations: 2016.00 ft (KB)

Total Depth: 5472.00 ft (KB) (TVD)

2003.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Poor

KB to GR/CF: 13.00 ft

**Serial #: 8370 Outside**

Press@RunDepth: 235.65 psig @ 4891.00 ft (KB)

Capacity: 8000.00 psig

Start Date: 2011.10.16

End Date: 2011.10.17

Last Calib.: 2011.10.17

Start Time: 21:32:39

End Time: 08:12:49

Time On Btm: 2011.10.17 @ 00:44:34

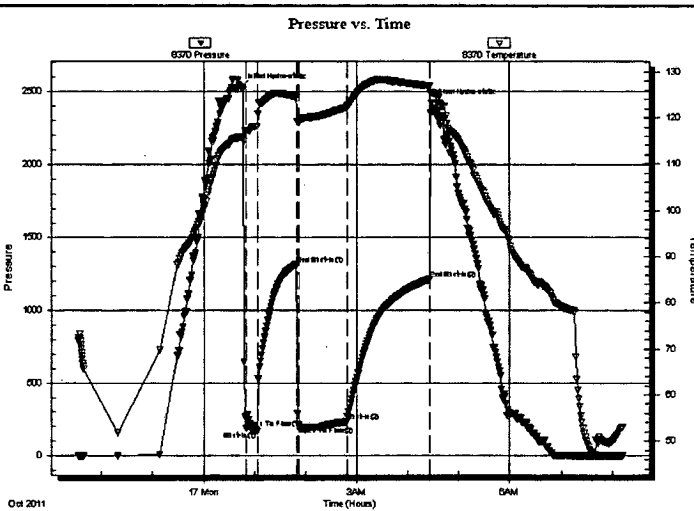
Time Off Btm: 2011.10.17 @ 04:28:04

**TEST COMMENT:** IF: Strong blow . GTS in 3.5 mins.(see gas flow report)

IS: No blow .

FF: Strong blow . (see gas flow report)

FSI: Strong blow . B.O.B.



## PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2526.27	115.76	Initial Hydro-static
6	188.83	117.20	Open To Flow (1)
19	170.90	118.04	Shut-In(1)
65	1316.49	124.50	End Shut-In(1)
68	202.63	119.08	Open To Flow (2)
124	235.65	122.20	Shut-In(2)
222	1213.59	126.90	End Shut-In(2)
224	2422.00	125.24	Final Hydro-static

## Recovery

Length (ft)	Description	Volume (bbl)
180.00	GOCMW 20%g 14%o 6%m 60%w	0.89
0.00	Rw .13-ohms@54deg.	0.00
185.00	GOCMW 33%g 10%o 16%m 41%w	2.57
125.00	GOCWM 31%g 5%o 32%w 325M	1.75
165.00	OCGM 4%o 32%g 64%m	2.31

## Gas Rates

	Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)
First Gas Rate	0.75	26.00	631.04
Last Gas Rate	0.38	5.00	71.07
Max. Gas Rate	0.50	27.00	279.27





**TRILOBITE TESTING, INC.**

# DRILL STEM TEST REPORT

Castelli Exploration Inc.

**18-31s-16w Comanche K.**

6908 N.W.112Th,  
Oklahoma City Ok.73162

**Lone Wolf#1-18**

Job Ticket: 44008

**DST#: 1**

ATTN: Rick Popp

Test Start: 2011.10.16 @ 21:32:34

## GENERAL INFORMATION:

Formation: **Miss.**

Deviated: No Whipstock: ft (KB)

Time Tool Opened: 00:50:34

Time Test Ended: 08:12:49

Test Type: Conventional Straddle (Initial)

Tester: Gary Pevoteaux

Unit No: 56

Interval: **4890.00 ft (KB) To 4978.00 ft (KB) (TVD)**

Reference Elevations: 2016.00 ft (KB)

Total Depth: 5472.00 ft (KB) (TVD)

2003.00 ft (CF)

Hole Diameter: 7.88 inches Hole Condition: Poor

KB to GR/CF: 13.00 ft

**Serial #: 8167 Below (Straddle)**

Press@RunDepth: psig @ 4979.00 ft (KB)

Capacity: 8000.00 psig

Start Date: 2011.10.16

End Date:

2011.10.17

Last Calib.:

2011.10.17

Start Time: 21:41:28

End Time:

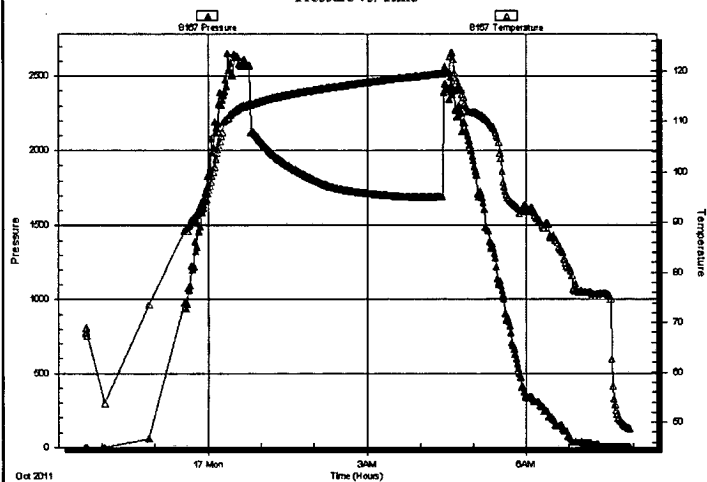
07:56:08

Time On Btm:

Time Off Btm:

**TEST COMMENT:** IF:Strong blow . GTS in 3.5 mins.(see gas flow report)  
ISI:No blow .  
FF:Strong blow . (see gas flow report)  
FSI:Strong blow . B.O.B.

Pressure vs. Time



## PRESSURE SUMMARY

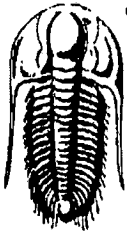
Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation

## Recovery

Length (ft)	Description	Volume (bbl)
180.00	GOCMW 20%g 14%o 6%m 60%w	0.89
0.00	Rw .13 ohms@54deg.	0.00
185.00	GOCMW 33%g 10%o 16%m 41%w	2.57
125.00	GOCWM 31%g 5%o 32%w 325M	1.75
165.00	OCCGM 4%o 32%g 64%m	2.31

## Gas Rates

	Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)
First Gas Rate	0.75	26.00	631.04
Last Gas Rate	0.38	5.00	71.07
Max. Gas Rate	0.50	27.00	279.27



**TRILOBITE  
TESTING, INC.**

## DRILL STEM TEST REPORT

**FLUID SUMMARY**

Castelli Exploration Inc.

**18-31s-16w Comanche K.**

6908 N.W.112Th,  
Oklahoma City Ok.73162

**Lone Wolf#1-18**

Job Ticket: 44008

**DST#: 1**

ATTN: Rick Popp

Test Start: 2011.10.16 @ 21:32:34

### 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:

87000 ppm

Viscosity: 57.00 sec/qt

Cushion Volume:

bbl

Water Loss: 9.99 in<sup>3</sup>

Gas Cushion Type:

Resistivity: 0.00 ohm.m

Gas Cushion Pressure:

psig

Salinity: 6800.00 ppm

Filter Cake: 0.20 inches

### Recovery Information

Recovery Table

Length ft	Description	Volume bbl
180.00	GOCMW 20%g 14%o 6%m 60%w	0.885
0.00	Rw .13 ohms@54deg.	0.000
185.00	GOCMW 33%g 10%o 16%m 41%w	2.568
125.00	GOCWM 31%g 5%o 32%w 325M	1.753
165.00	OCCM 4%o 32%g 64%m	2.315

Total Length: 655.00 ft

Total Volume: 7.521 bbl

Num Fluid Samples: 0

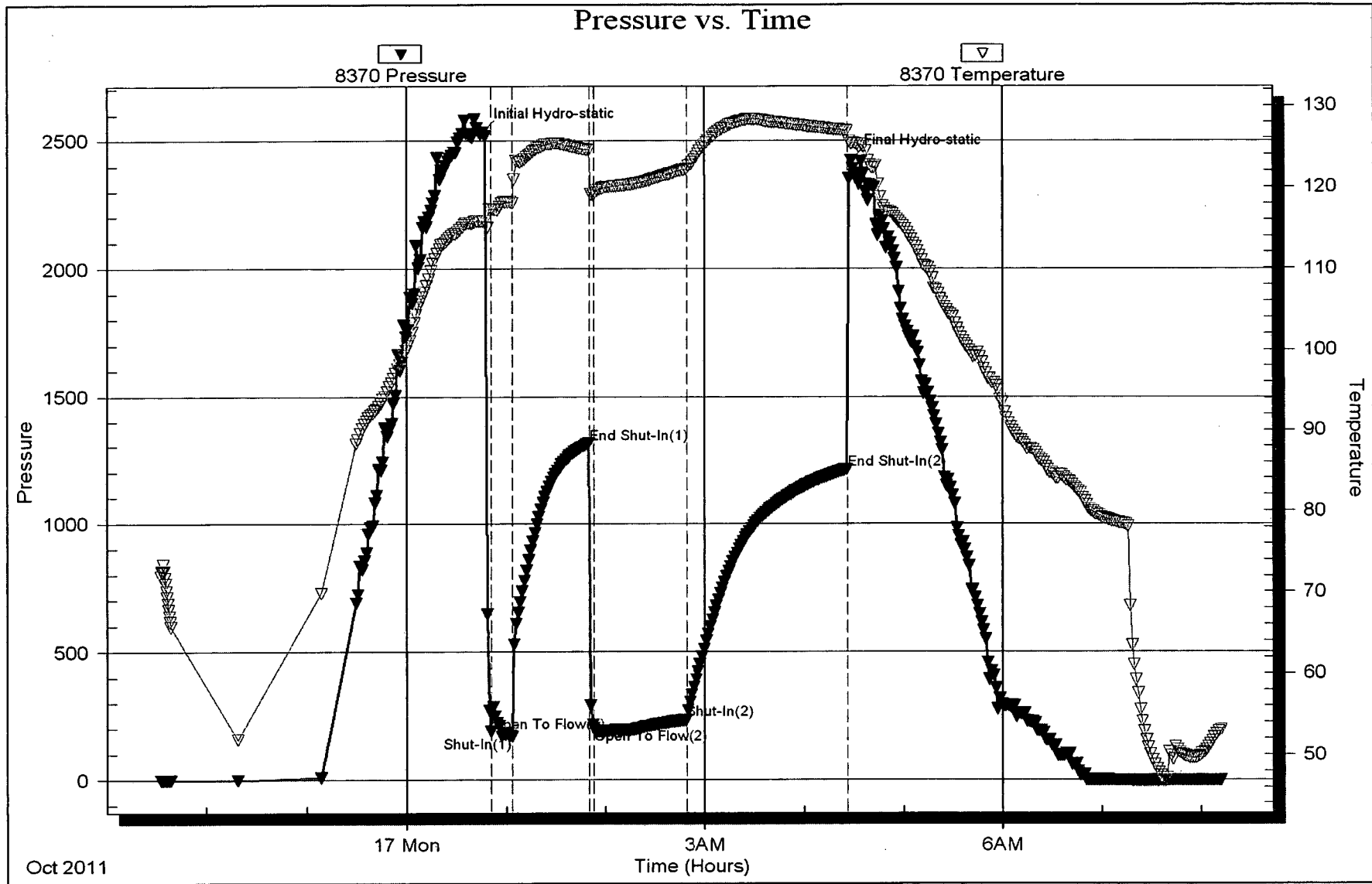
Num Gas Bombs: 1

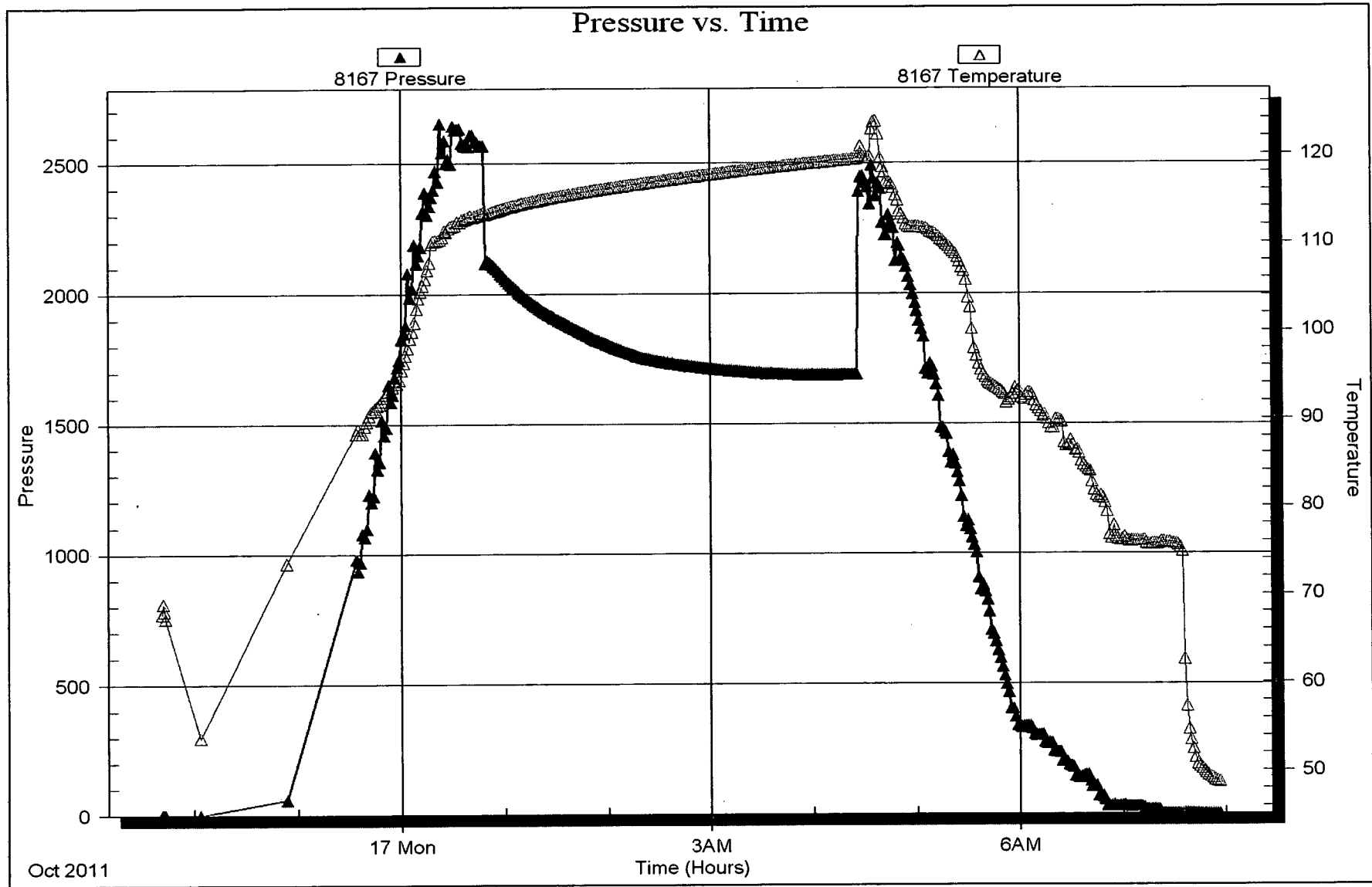
Serial #: gp-1

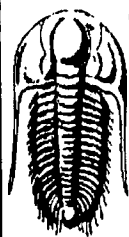
Laboratory Name: Caraway

Laboratory Location:

Recovery Comments:







**TRILOBITE TESTING, INC.**

# DRILL STEM TEST REPORT

Castelli Exploration Inc.  
6908 N.W.112Th ,  
Oklahoma City Ok.73162  
ATTN: Rick Popp

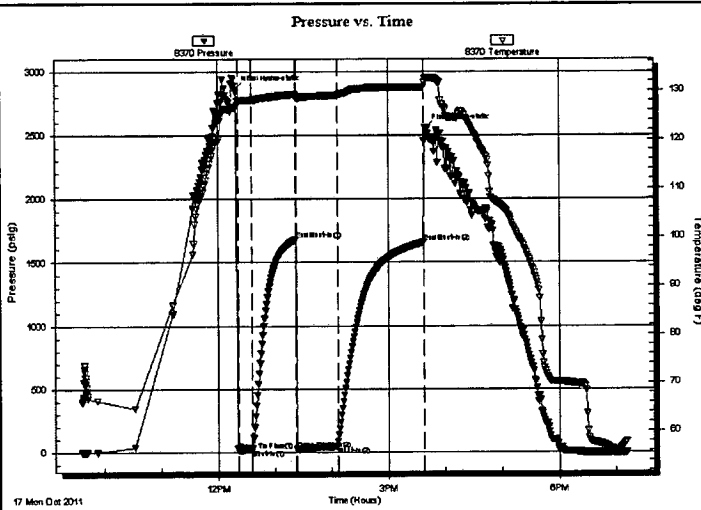
**18-31s-16w Comanche K.**  
**Lone Wolf#1-18**  
Job Ticket: 44009      **DST#: 2**  
Test Start: 2011.10.17 @ 09:36:14

## GENERAL INFORMATION:

Formation: **Viola**  
Deviated: **No** Whipstock:                      ft (KB)  
Time Tool Opened: 12:20:29  
Time Test Ended: 19:11:44  
Interval: **5250.00 ft (KB) To 5270.00 ft (KB) (TVD)**  
Total Depth: **5472.00 ft (KB) (TVD)**  
Hole Diameter: **7.88 inches** Hole Condition: **Poor**  
Test Type: **Conventional Straddle (Reset)**  
Tester: **Gary Pevoteaux**  
Unit No: **56**  
Reference Elevations: **2016.00 ft (KB)**  
**2003.00 ft (CF)**  
KB to GR/CF: **13.00 ft**

**Serial #: 8370**      **Outside**  
Press@RunDepth: **48.34 psig @ 5251.00 ft (KB)**      Capacity: **8000.00 psig**  
Start Date: **2011.10.17**      End Date: **2011.10.17**      Last Calib.: **2011.10.17**  
Start Time: **09:36:19**      End Time: **19:11:44**      Time On Btm: **2011.10.17 @ 12:17:44**  
Time Off Btm: **2011.10.17 @ 15:39:44**

**TEST COMMENT:** IF: Strong blow . B.O.B. in 90 secs.  
IS: Weak blow . 1/2 - 2".  
FF: Strong blow . B.O.B. in 2 secs.  
FS: Weak blow . (surface) Dead in 15 mins.



## PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2858.98	126.54	Initial Hydro-static
3	17.41	127.78	Open To Flow (1)
18	29.20	127.96	Shut-In(1)
65	1683.04	129.22	End Shut-In(1)
66	28.82	128.34	Open To Flow (2)
109	48.34	128.99	Shut-In(2)
200	1657.22	130.65	End Shut-In(2)
202	2556.61	132.30	Final Hydro-static

## Recovery

Length (ft)	Description	Volume (bbl)
95.00	GOCM 11%g 9%o 80%m	0.47
0.00	1290 ft.of GIP	0.00

\* Recovery from multiple tests

## Gas Rates

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



**TRILOBITE  
TESTING, INC.**

## DRILL STEM TEST REPORT

Castelli Exploration Inc.  
6908 N.W.112Th,  
Oklahoma City Ok.73162  
ATTN: Rick Popp

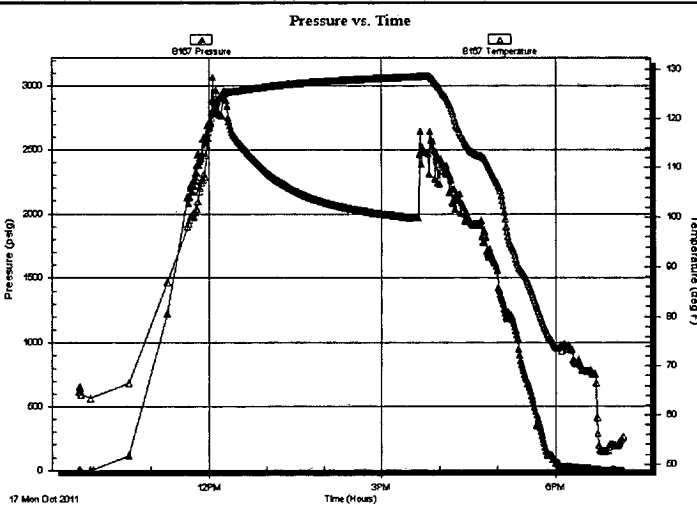
**18-31s-16w Comanche K.**  
**Lone Wolf#1-18**  
Job Ticket: 44009      **DST#: 2**  
Test Start: 2011.10.17 @ 09:36:14

### GENERAL INFORMATION:

Formation: **Viola**  
Deviated: No      Whipstock:      ft (KB)  
Time Tool Opened: 12:20:29  
Time Test Ended: 19:11:44  
Test Type: Conventional Straddle (Reset)  
Tester: Gary Pevoteaux  
Unit No: 56  
Interval: **5250.00 ft (KB) To 5270.00 ft (KB) (TVD)**  
Reference Elevations: 2016.00 ft (KB)  
Total Depth: 5472.00 ft (KB) (TVD)  
2003.00 ft (CF)  
Hole Diameter: 7.88 inches      Hole Condition: Poor  
KB to GR/CF: 13.00 ft

**Serial #: 8167      Below (Straddle)**  
Press@RunDepth:      psig @ 5271.00 ft (KB)      Capacity: 8000.00 psig  
Start Date: 2011.10.17      End Date: 2011.10.17      Last Calib.: 2011.10.17  
Start Time: 09:45:03      End Time: 19:10:28      Time On Btm:  
Time Off Btm:

**TEST COMMENT:** IF: Strong blow . B.O.B. in 90 secs.  
IS: Weak blow . 1/2 - 2".  
FF: Strong blow . B.O.B. in 2 secs.  
FSI: Weak blow . (surface) Dead in 15 mins.



### PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation

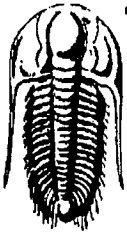
### Recovery

Length (ft)	Description	Volume (bbl)
95.00	GOCM 11%g 9%o 80%m	0.47
0.00	1290 ft.of GIP	0.00

\* Recovery from multiple tests

### Gas Rates

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



**TRILOBITE  
TESTING, INC**

**DRILL STEM TEST REPORT**

**FLUID SUMMARY**

Castelli Exploration Inc.  
6908 N.W.112Th,  
Oklahoma City Ok.73162  
ATTN: Rick Popp

**18-31s-16w Comanche K.**  
**Lone Wolf#1-18**  
Job Ticket: 44009      **DST#: 2**  
Test Start: 2011.10.17 @ 09:36:14

**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:	9000 ppm
Viscosity: 57.00 sec/qt	Cushion Volume: bbl		
Water Loss: 15.19 in <sup>3</sup>	Gas Cushion Type:		
Resistivity: 0.00 ohm.m	Gas Cushion Pressure: psig		
Salinity: 9000.00 ppm			
Filter Cake: 0.20 inches			

**Recovery Information**

Recovery Table

Length ft	Description	Volume bbl
95.00	GOCM 11%g 9%o 80%m	0.467
0.00	1290 ft.of GIP	0.000

Total Length: 95.00 ft      Total Volume: 0.467 bbl  
Num Fluid Samples: 0      Num Gas Bombs: 0      Serial #: none  
Laboratory Name:      Laboratory Location:  
Recovery Comments:

