

CONFIDENTIAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form AGO-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

8/6/12

OPERATOR: License # 30129
Name: EAGLE CREEK CORPORATION
Address 1: 150 N. MAIN
Address 2: SUITE 905
City: WICHITA State: KS Zip: 67202 + 1317
Contact Person: DAVE CALLEWAERT
Phone: (316) 264-8044
CONTRACTOR: License # 5929
Name: DUKE DRILLING CO.
Wellsite Geologist: DAVE CALLEWAERT
Purchaser: NONE

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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 (Corr, 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 #: _____
07-09-2010 07-15-2010 07-16-2010
Spud Date or Date Reached TD Completion Date or Recompletion Date

RECEIVED
AUG 06 2010
KCC WICHITA

API No. 15 - 151-22355-00-00
Spot Description: SW NE NE SE Sec. 30 Twp. 29 S. R. 15 East West
2,190 Feet from North / South Line of Section
450 Feet from East / West Line of Section
Footages Calculated from Nearest Outside Section Corner:
 NE NW SE SW
County: PRATT
Lease Name: JEAN CROMER Well #: 1-30
Field Name: WILDCAT
Producing Formation: NONE
Elevation: Ground: 2043 Kelly Bushing: 2056
Total Depth: 5041 Plug Back Total Depth: _____
Amount of Surface Pipe Set and Cemented at: 436 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: 3500 ppm Fluid volume: 1000 bbls
Dewatering method used: EVAPORATION & HAUL OFF
Location of fluid disposal if hauled offsite:
Operator Name: ROBERTS RESOURCES
Lease Name: MARY License #: 32781
Quarter NE Sec. 16 Twp. 29 S. R. 18 East West
County: KIOWA Permit #: 28296

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: _____
Title: PRESIDENT Date: 8-2-2010

KCC Office Use ONLY

- Letter of Confidentiality Received Date: 8/6/10 - 8/6/12
- Confidential Release Date: _____
- Wireline Log Received
- Geologist Report Received
- UIC Distribution
- ALT I II III Approved by: DG Date: 8/2/10

PA

Operator Name: **EAGLE CREEK CORPORATION** Lease Name: **JEAN CROMER** Well #: **1-30**
 Sec. **30** Twp. **29** S. R. **15** East West County: **PRATT**

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 <i>(Attach Additional Sheets)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	HEEBNER	3984
Electric Log Run	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	LANSING	4145
Electric Log Submitted Electronically <i>(If no, Submit Copy)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CHEROKEE SH	4663
List All E. Logs Run: DUAL INDUCTION, COMP. NEUTRON/DENSITY, SONIC, MICROLOG		MISSISSIPPI	4714
		VIOLA	4778
		SIMPSON SH.	4938
		ARBUCKLE	5036
			-1928
			-2089
			-2607
			-2658
			-2722
			-2882
			-2980

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12.25"	8.625"	23#/FT	436'	60/40 POZMIX	290	2% GEL, 3%CC
					COMMON	100	NONE

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth

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 (Explain) _____	
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 (Specify) _____	PRODUCTION INTERVAL: _____ _____
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Customer: <u>Eagle Creek Corp</u>	Lease No.	Date
Lease: <u>JAN - Romak</u>	Well # <u>1-30</u>	<u>07-16-10</u>
Field Order # <u>2353</u>	Station <u>Pratt</u>	Casing <u>4.13</u>
		Depth <u>5036'</u>
Type Job <u>CNW P.T.A</u>	Formation	County <u>Pratt</u>
		State <u>KS</u>
		Legal Description <u>30-29-15</u>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
Depth	Depth	From	To	Pre Pad	Max		<u>KCC</u> 5 Min.	
Volume	Volume	From	To	Pad	Min		<u>AUG 06 2010</u> 10 MIN	
Max Press	Max Press	From	To	Frac	Avg		CONFIDENTIAL	
Well Connection	Annulus Vol.	From	To		HHP Used			Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush	Gas Volume			Total Load

Customer Representative	Station Manager <u>DAVE SCOTT</u>	Treater <u>Phobed Johnson</u>
Service Units	<u>19867</u>	<u>23705</u>
Driver Names	<u>Sullivan</u>	<u>melson</u>
	<u>9022102</u>	

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<u>1500</u>					<u>on the safety waiting</u> <u>P.T.A.</u>
<u>1545</u>		<u>400</u>	<u>10</u>	<u>4.5</u>	<u>plug @ 5036' w/ rock @ 1000 psi</u> <u>space</u>
			<u>12.5</u>		<u>cont</u>
			<u>13</u>		<u>space</u>
<u>1600</u>			<u>63</u>	<u>5.5</u>	<u>run in & shut down</u> <u>plug @ 950' w/ rock</u>
<u>1605</u>		<u>200</u>	<u>10</u>	<u>4</u>	<u>space</u>
			<u>12.5</u>		<u>cont</u>
<u>1615</u>			<u>7</u>	<u>4</u>	<u>run Ann shut down</u> <u>plug @ 450' - rock</u>
<u>1632</u>			<u>10</u>		<u>space</u>
			<u>12.5</u>	<u>4</u>	<u>cont</u>
<u>1840</u>			<u>1</u>		<u>plug @ 450' - rock</u>
<u>1918</u>			<u>5</u>		<u>TOP 60' w/ rock</u>
			<u>6</u>	<u>3</u>	<u>R.H. w/ rock</u>
<u>1940</u>			<u>5</u>	<u>3</u>	<u>M.H. w/ rock</u>
					RECEIVED
					AUG 06 2010
					KCC WICHITA
					<u>Job Complete</u>
					<u>T. Scott</u>



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 02353 A

DATE _____ TICKET NO. _____

DATE OF JOB 7-16-10 DISTRICT Pich TT				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 Eagle Creek Corp				LEASE JENN CROMIER 1-30 WELL NO.			
ADDRESS				COUNTY PRATT STATE KC			
CITY STATE				SERVICE CREW Sullivan, Mokon, Pudzalis			
AUTHORIZED BY				JOB TYPE WELL			
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED 7-16-10 DATE	AM PM TIME
33708-20920	4						1100
19960-19910	4					ARRIVED AT JOB	AM PM 1445
19867						START OPERATION	AM PM 1
						FINISH OPERATION	AM PM 1140
						RELEASED	AM PM 2000
						MILES FROM STATION TO WELL	25

KCC
AUG 06 2010
CONFIDENTIAL

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
CP-103	60/40 Poz cmt	SK	220		2,640 00
CC 200	cmr gel	lb	380		95 00
P 100	packy's mlge	mi	25		106 25
P 101	Heavy-Energy mlge	m.	50		350 00
P 113	Bulk Diluent	THU	238		380 00
PE 206	Depth charge 5000-6000	SA	1		2,890 00
CE 240	Blending - mixing	SK	220		308 00
S 003	Service Separator	SA	1		175 00
RECEIVED					
AUG 06 2010					
KCC WICHITA					
SUB TOTAL					

CHEMICAL / ACID DATA:			

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

Thompson
TOTAL **4,368 58**
DLS

SERVICE REPRESENTATIVE Robt J. Sullivan	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____ (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
--	--

FIELD SERVICE ORDER NO. _____

Agreement of Terms and Conditions

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

Terms:

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

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

Because there are so many uncertain and unknown conditions not subject to our control, we can neither be liable for injuries to property or persons 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: CHRYL CROOK CORP	Lease No.:	Date: 07-10-10
Lease: JAN CROMER	Well #: 1-30	
Field Order #: 1-10	Station: P-114	Casing: 5 7/8
		Depth: 440'
Type Job: NW 8 7/8 S-114	Formation:	Legal Description: 33-27-15
		County: Pratt
		State: KS

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size: 5 7/8	Tubing Size:	Shots/Ft:		Acid	RATE	PRESS	ISIP
Depth: 440	Depth:	From:	To:	Pre Pad	Max	KCC	5 Min.
Volume: 27	Volume:	From:	To:	Pad	Min		10 Min.
Max Press: 300	Max Press:	From:	To:	Frac	Avg	AUG 06 2010	15 Min.
Well Connection:	Annulus Vol.:	From:	To:		HHP Used	CONFIDENTIAL	Annulus Pressure
Plug Depth: 125	Packer Depth:	From:	To:	Flush	Gas Volume		Total Load

Customer Representative:	Station Manager: DAVE SCOTT	Treater: Robert Wilton
Service Units: 19867 33700 20970 19931 19862		
Driver Names:		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
0100					
					RECEIVED
					AUG 06 2010
0200					KCC WICHITA
0210					Pressure on bottom Hook up to line
0235	150			4	
			64	5	Inject 250 sk 6 1/2" pipe 2 1/2" 3 1/2"
					Shot down volume Plug
					2x Discharge
0300			27	3	plug (end)
					do NOT connect to cut
0515				1	Start ONE DISCH
					shot down cut + Start
0545			21		100 sk con
					Job Complete
					Mark good



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

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FIELD SERVICE TICKET
1718 02150 A

DATE _____ TICKET NO. _____

DATE OF JOB		DISTRICT		NEW WELL <input type="checkbox"/>		OLD WELL <input type="checkbox"/>		PROD <input type="checkbox"/>		INJ <input type="checkbox"/>		WDW <input type="checkbox"/>		CUSTOMER ORDER NO.:	
CUSTOMER				LEASE				WELL NO.							
ADDRESS				COUNTY				STATE							
CITY				STATE				SERVICE CREW							
AUTHORIZED BY				JOB TYPE: <i>CNW-SURFACE</i>											
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME					
<i>10-17-202</i>						ARRIVED AT JOB									
						START OPERATION									
						FINISH OPERATION									
						RELEASED									
						MILES FROM STATION TO WELL									

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

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

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
<i>PR 103</i>	<i>...</i>				
<i>PR 104</i>	<i>...</i>				
<i>PR 105</i>	<i>...</i>				
<i>PR 106</i>	<i>...</i>				
<i>PR 107</i>	<i>...</i>				
<i>PR 108</i>	<i>...</i>				
<i>PR 109</i>	<i>...</i>				
<i>PR 110</i>	<i>...</i>				
<i>PR 111</i>	<i>...</i>				
<i>PR 112</i>	<i>...</i>				
<i>PR 113</i>	<i>...</i>				
<i>PR 114</i>	<i>...</i>				
<i>PR 115</i>	<i>...</i>				
<i>PR 116</i>	<i>...</i>				
<i>PR 117</i>	<i>...</i>				
<i>PR 118</i>	<i>...</i>				
<i>PR 119</i>	<i>...</i>				
<i>PR 120</i>	<i>...</i>				
<i>PR 121</i>	<i>...</i>				
<i>PR 122</i>	<i>...</i>				
<i>PR 123</i>	<i>...</i>				
<i>PR 124</i>	<i>...</i>				
<i>PR 125</i>	<i>...</i>				
<i>PR 126</i>	<i>...</i>				
<i>PR 127</i>	<i>...</i>				
<i>PR 128</i>	<i>...</i>				
<i>PR 129</i>	<i>...</i>				
<i>PR 130</i>	<i>...</i>				
<i>PR 131</i>	<i>...</i>				
<i>PR 132</i>	<i>...</i>				
<i>PR 133</i>	<i>...</i>				
<i>PR 134</i>	<i>...</i>				
<i>PR 135</i>	<i>...</i>				
<i>PR 136</i>	<i>...</i>				
<i>PR 137</i>	<i>...</i>				
<i>PR 138</i>	<i>...</i>				
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<i>PR 197</i>	<i>...</i>				
<i>PR 198</i>	<i>...</i>				
<i>PR 199</i>	<i>...</i>				
<i>PR 200</i>	<i>...</i>				

RECEIVED
AUG 06 2010
KCC WICHITA

SUB TOTAL *5838.83*

CHEMICAL / ACID DATA:			

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

TOTAL *45*

SERVICE REPRESENTATIVE <i>Phyllis...</i>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <i>...</i>
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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.