

# Kansas Corporation Commission Oil & Gas Conservation Division

# 1061795

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 #	API No. 15
Name:	Spot Description:
Address 1:	SecTwpS. R
Address 2:	Feet from North / South Line of Section
City: State: Zip:+	Feet from East / West Line of Section
Contact Person:	Footages Calculated from Nearest Outside Section Corner:
Phone: ()	□NE □NW □SE □SW
CONTRACTOR: License #	County:
Name:	Lease Name: Well #:
Wellsite Geologist:	Field Name:
Purchaser:	Producing Formation:
Designate Type of Completion:	Elevation: Ground: Kelly Bushing:
New Well Re-Entry Workover	Total Depth: Plug Back Total Depth:
Oil WSW SWD SIOW Gas D&A ENHR SIGW OG GSW Temp. Abd. CM (Coal Bed Methane) Cathodic Other (Core, Expl., etc.):	Amount of Surface Pipe Set and Cemented at: Feet  Multiple Stage Cementing Collar Used? Yes No  If yes, show depth set: Feet  If Alternate II completion, cement circulated from: sx cmt
Operator:	
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:  Deepening Re-perf. Conv. to ENHR Conv. to SWD  Conv. to GSW	Chloride content: ppm Fluid volume: bbls  Dewatering method used:
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name:
Dual Completion Permit #:	Lease Name: License #:
SWD Permit #:	Quarter Sec TwpS. R
ENHR Permit #:	County: Permit #:
GSW Permit #:	. 5
Spud Date or Date Reached TD Completion Date or Recompletion Date  Recompletion Date	

### **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: Date:

Side Two



Operator Name:			Lease Name: _			_ Well #:		
Sec Twp	S. R	East West	County:					
time tool open and clos	sed, flowing and shut es if gas to surface tes	d base of formations pen in pressures, whether s st, along with final chart( well site report.	hut-in pressure rea	ched static level,	hydrostatic press	sures, bottom h	ole temperature, fluid	
Drill Stem Tests Taken (Attach Additional S		Yes No		og Formation	n (Top), Depth an	d Datum	Sample	
Samples Sent to Geole	ogical Survey	Yes No	Nam	е		Тор	Datum	
Cores Taken Electric Log Run Electric Log Submitted (If no, Submit Copy,	d Electronically	Yes No						
List All E. Logs Run:								
		CASING	RECORD Ne	ew Used				
		Report all strings set-			on, 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	
		ADDITIONAL	. CEMENTING / SQL	JEEZE RECORD				
Purpose:  —— Perforate  —— Protect Casing  —— Plug Back TD	Depth Top Bottom	Type of Cement	# Sacks Used	Sed Type and Percent Additives				
Plug Off Zone								
Shots Per Foot		ON RECORD - Bridge Plug ootage of Each Interval Per				not, Cement Squeeze Record d Kind of Material Used)  De		
TUBING RECORD:	Size:	Set At:	Packer At:	Liner Run:				
Date of First Possimod	Production SIMP or ENI	HR. Producing Metl	ood:		Yes No			
Date of First, Resumed I	Froduction, SVVD of EN	Flowing		Gas Lift C	Other (Explain)			
Estimated Production Per 24 Hours	Oil E	Bbls. Gas	Mcf Wat	er Bl	ols. (	Gas-Oil Ratio	Gravity	
DISPOSITIO	ON OF GAS:		METHOD OF COMPLE	-TION·		PRODUCTIO	ON INTERVAL:	
Vented Sold	Used on Lease	Open Hole	Perf. Dually	Comp. Con	nmingled			
(If vented, Sub		Other (Specify)	(Submit )	ACO-5) (Subi	mit ACO-4)			

Great Plains Fluid Svc set & filled w/ city water 17 - 500 bbl frac tanks. SICP -1027#. RU Basic Energy Sye frac equipment, frac well as follows: Stage #1; 66,000 gal pad, 2010# (a) 82 bpm. W/ 866 bbl of pad pumped, had leak which we shut down & repaired. Resumed pad @ same rate & pressure. Stage #2; 20,000 gal w/ .1# of 30/70 sand, 2121# @ 82 bpm. Stage #3; 20,000 gal w/ .2# of 30/70 sand, 2120# @ 82 bpm. Stage #4; 21,000 gal w/ .3# of 30/70 sand, 2085# @ 82 bpm. Stage #5; 26,000 gal w/ .4# of 30/70 sand, 2065# @ 82 bpm. Stage #6; 26,000 gal w/ .5# of 30/70 sand, 2024# @ 82 bpm. Stage #7; 26,000 gal w/ .6# of 30/70 sand, 1995# @ 82 bpm. Stage #8, 26,000 gal w/ .7# of 30/70 sand, 1919# @ 82 bpm. Stage #9: 26.000 gal w/ .8# of 30/70 sand, 1633# @ 74 bpm. W/ 230 bbl of stage #9 the blender started running hot & had to slow rate to keep it from over heating. Stage #10: 23000 gal w/ .9# of 30/70 sand, 2327# @ 75 bpm. W/ 285 bbl of stage #10 pumped, pressure started to increase because of slower rate being pumped. Stage #11; 20,000 gal w/ 1# of 16/30 sand, 2335# @ 75 bpm. Stage #12: 6.666 gal w/ 1.5# of 16/30 resin sand, 2506# @ 75 bpm. Because of pressure increase, we finished out w/ all 16/30 resin sand (a) 1.5#, we were afraid that the 2# would cause it to sand off. Stage #13; 6,500 gal flush, 2714# @ 75 bpm. ISIP - 1540#, 5 min - 135#, 10 min - 99# & 15min - 78. Total load - 7686 bbl. RDMO Basic Energy Svc. SDFN



# DRILL STEM TEST REPORT

Castelli Exploration

Gregg #2-18

8908 NW 112th

18-33S-16W Comanche

Oklahoma City, OK 73182

Job Ticket: 042460 DST#: 1

ATTN: Tom Castelli

Test Start: 2011.06.15 @ 08:13:22

## **GENERAL INFORMATION:**

Formation: Warsaw

Deviated: Test Type: Conventional Bottom Hole No Whipstock: ft (KB)

Time Tool Opened: 10:50:52 Tester: Leal Cason 45

Time Test Ended: 17:38:07 Unit No:

Interval: 5088.00 ft (KB) To 5230.00 ft (KB) (TVD) Reference Elevations: 1867.00 ft (KB)

Total Depth: 5230.00 ft (KB) (TVD) 1854.00 ft (CF)

7.88 inches Hole Condition: Good Hole Diameter: KB to GR/CF: 13.00 ft

Serial #: 6798 Inside

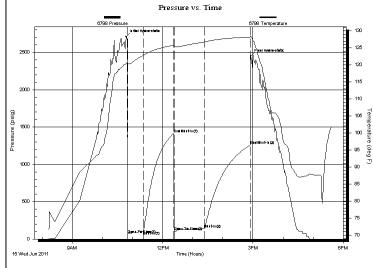
Press@RunDepth: 5089.00 ft (KB) 139.38 psig @ Capacity: 8000.00 psig

Start Date: 2011.06.15 End Date: 2011.06.15 Last Calib.: 2011.06.15 Start Time: 08:13:23 End Time: 17:38:07 Time On Btm: 2011.06.15 @ 10:47:07

Time Off Btm: 2011.06.15 @ 14:55:52

TEST COMMENT: IF: Fair Blow , BOB in 7 minutes

ISI: Bled Off. No Blow back FF: Fair Blow . BOB in 10 minutes FSI: Bled Off. No Blow back



P	RESSUR	RE SU	JMN	1ARY
	_			

ĺ	Time	Pressure	Temp	Annotation						
	(Min.)	(psig)	(deg F)							
	0	2710.98	120.34	Initial Hydro-static						
	4	68.44	120.34	Open To Flow (1)						
	35	102.97	122.77	Shut-In(1)						
	96	1416.02	125.76	End Shut-In(1)						
	96	102.67	125.35	Open To Flow (2)						
	157	139.38	126.74	Shut-In(2)						
	247	1257.78	128.21	End Shut-In(2)						
9	249	2449.56	128.33	Final Hydro-static						

### Recovery

Length (ft)	Description	Volume (bbl)
0.00	130 Feet GIP	0.00
120.00	SOWCM 10%O 12%W 78%M	0.59
131.00	SGCM 1%G 99%M	1.23

### Gas Rates

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

Trilobite Testing, Inc. Ref. No: 042460 Printed: 2011.06.16 @ 08:07:17 Page 1



# DRILL STEM TEST REPORT

**FLUID SUMMARY** 

ppm

Castelli Exploration

Gregg #2-18

8908 NW 112th

18-33S-16W Comanche

Oklahoma City, OK 73182

Job Ticket: 042460 DST#: 1

ATTN: Tom Castelli Test Start: 2011.06.15 @ 08:13:22

**Mud and Cushion Information** 

Mud Type: Gel Chem Cushion Type: Oil API: deg API Water Salinity:

Mud Weight: Cushion Length: 9.00 lb/gal ft

Viscosity: 52.00 sec/qt Cushion Volume: bbl Water Loss: 11.79 in<sup>3</sup> Gas Cushion Type:

Resistivity: Gas Cushion Pressure: ohm.m psig

6000.00 ppm Salinity: Filter Cake: 0.20 inches

# **Recovery Information**

## Recovery Table

Length ft	Description	Volume bbl
0.00	130 Feet GIP	0.000
120.00	SOWCM 10%O 12%W 78%M	0.590
131.00	SGCM 1%G 99%M	1.227

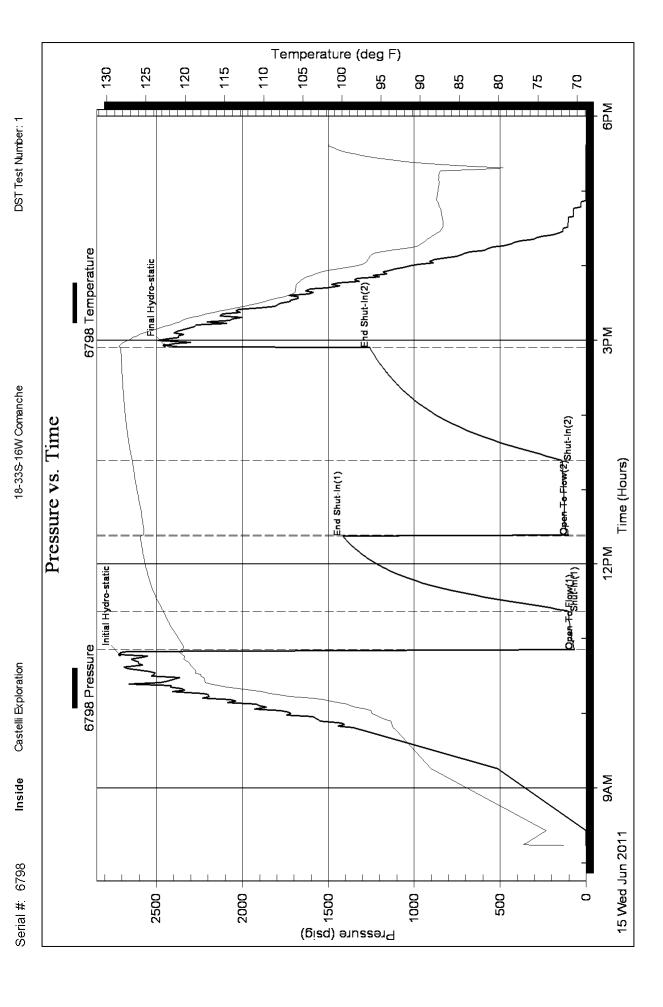
Total Length: 251.00 ft Total Volume: 1.817 bbl

Num Fluid Samples: 0 Num Gas Bombs: 0 Serial #:

Laboratory Location: Laboratory Name:

Recovery Comments:

Trilobite Testing, Inc Ref. No: 042460 Printed: 2011.06.16 @ 08:07:18 Page 2



Page 3 Printed: 2011.06.16 @ 08:07:19 042460 Ref. No: Trilobite Testing, Inc



# TREATMENT REPORT

Customer	TE/11 5	Explor	Herry	Lease No.					Date				
Lease	9	POR	1100	Well #	18	1.18			6-	16-1	/		
Field Order #	Station	1-4	K			Casing	Depth	1	County State State				
Type Job	51/26	61065	4,01	# F			Formation		Corri		Description	33-16	
PIPE			ORATIN	NG DATA		FLUID (	JSED		TRE	ATMENT	RESUME	The state of the s	
Casing Size/	Tubing Size	Shots/Ft			Acid	d			RATE PR	ESS	ISIP		
Depth	Depth	From	Т,	o .	Pre	Pad	Max				5 Min.	5 Min.	
/olume	Volume	From	Т	0	Pac			Min			10 Min.		
Max Press	Max Press	From	Т	0	Fra	С		Avg			15 Min.		
Vell Connection	Annulus Vol.	From	Т	0				HHP Used	1		Annulus F	Pressure	
Plug Depth	Packer Depth	From	Т	0	Flus	sh	я ,	Gas Volur	ne		Total Load	d	
Customer Repre	esentative			Station	Mana	ager D	AUF SO	coff	Treater	Zober	1 /1/1	Juin	
	7900 3.	3708	20920	1996	0	19918							
Driver Names	4//10913		02	PI	hyr						1 1 1		
Time		Tubing ressure	Bbls. P	umped	/	Rate	5 8	-	Ser	vice Log	2		
2.30					* 1		on loc	· Se	th m	esta.			
								0	7	/	102		
à à						-	Run	5	TS 51/	15.	T esq		
*	E					7	130,70				7		
										-			
7.10							CASINO	000	BoHom	/	12		
7:20							Hool 12	i cin					
8:25 3	2500			S., S. &			Test 1	Liva	1			· //	
	200	,		/		3	84 mi	KING S	CAUPN	CHA C.	m+ 35	sh 60/40	
			3	2		5			5 sle A				
				2			ent m	1× 94	/ /		WASS. D	un Lipa	
	2 20						Retogs	a Plus			7.	,,	
			F 100 1		15	6	It De	DA W	12%	KCL	WATO	<b>C</b> .	
	350		8	5			lift 1	05/				•	
	400		11	0		4.5	Slow	Pote	y y			in the second	
9:10 28	000		12	5			Aluc 1	lown				4	
	u u					3	Dlyrk	P.H. 4	u/30 8	1			
		A		7		3	plus 1	nill u	1 20 de	9			
8 9			2	5			30B	Com	Dote				
							2						
	3						7	Bank	(4)			1	
		1 1	3					6	7	11			



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

# FIELD SERVICE TICKET

1718 04075 A

DATE TICKET NO.

	PRESSI	JRE PUN	MPING & WIRELINE					DATE	TICKET NO	/	
DATE OF 6	16-	11	DISTRICT PRATI	- KC		NEW WELL	OLD	PROD IN	J WDW	CUSTOMER ORDER NO.:	
CUSTOMER	PAS	TEL	Li ExploRAT	ton I	DC.	LEASE 9	Reg	9	2-18	WELL NO	).
ADDRESS	RESS  STATE  HORIZED BY  QUIPMENT# HRS EQUIPMENT# HRS  BOX - 20910 40 mm  CONTRACT CONDITIONS: (This contract mine and/or supplies includes all of and only those terms and conditions are a part of this contract without the written consent of an officer of Base  PRICE  REF. NO.  MATERIAL, EQUIPMENT AND SER  AL - 2 cm  Contract without the written consent of an officer of Base  MATERIAL, EQUIPMENT AND SER  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  PRICE  REF. NO.  MATERIAL, EQUIPMENT AND SER  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  AL - 2 cm  Contract without the written consent of an officer of Base  Contract without the written contract without the writte				COUNTY	Comn	ANche	STATE K	S		
CITY			STATE			SERVICE CI	REW S	MUNAN,	Melsono, P.	Hye	
AUTHORIZED B	3Y					JOB TYPE:	ENW	5 1/2	LONGSTING	1	
			EQUIPMENT#	HRS	EQU	IIPMENT#	HRS	TRUCK CAL	LED 6-15-1	ATE AM	TIME
		-						ARRIVED AT	TJOB 6-16-4	AM 2	30
	118	4	m					START OPE	RATION	AM 8	176
3/100					-			FINISH OPE	RATION	AM 9	10
				4 -				RELEASED		AM / a	1.00
5.	DATE OF JOB CONTROL DISTRICT PRATE NEW OLD PROD INJ WOW CISTON OF DER COUNTY WELL PROD INJ WOW CISTON OF DER COUNTY CONTROL STATE AS SERVICE CREW SUffered STATE AS STATE AS STATE SERVICE CREW SUffered STATE AS STATE AS STATE SERVICE CREW SUffered STATE AS STATE		LL 75								
products, and/or su become a part of the	ipplies in	act witho	Il of and only those terms and ut the written consent of an o	d conditions app officer of Basic E	pearing on Energy Ser	the front and bac rvices LP.	k of this do	cument. No addi	tional or substitute term	ns and/or conditi	ions shal
REF. NO.		- 1	MATERIAL, EQUIPMEN	AND SERVI	ICES USI	ED	UNIT	QUANTITY	UNIT PRICE	\$ AMOU	UNT
CP 105	AA	1-2	cn/				SK			2.29	3 00
CP 103	600/	401	Doz emf				SK	85		1,020	00
00104	Cell	take					16	56		207	20
CC ///	CM	-	72-17 161				16	20 -		308	1 00
00115	0	41	PRICTION ROGU	- e			15	127/		664	105
00129	70	A -	37.7				13	29 1		-292	50
CC 201	911	201317	to the second				15	675-		45	2 25
CF 607	194	ch A	Jown Plugo B	Affic 3	-1/2		51	1'-		400	00
CF 1251	Aul	2,7,	1 shue				91	1		360	
F 1651	Tur	60/12	one		* ,		-	8 -		880	
CF 1901	BAS	Kits		*			514	2 -		58	1000
	6/9	ymil.	x-KCL				gal	5 -		176	5 00
2 100	pecel	Kp.	milyel		4 40 4		mi	75		3/8	1 75
2 101	HPa	4,86	not milyer				mi	150		1,090	00
01- 2-1-	134	IK IJ	eling		<del></del>		-	154		2.880	
CE SOG	Del	777	change				9 KL			2,080	0 60
					7				SUB TOTAL		
CHE	EMICAL	/ ACID D	ATA:								
							PMENT				
					MAT	ERIALS		%TAX			
		198		_				715	TOTAL		735
								75			- desir
	1							0			

SERVICE REPRESENTATIVE THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:

(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 handing, 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 CON-CERNING 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 there-THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTH-ERWISE 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 royal-ty 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 DOC-

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 03426 A

	PRESSURE PL	IMPING & WIRELINE					DATE	TICKET NO			
DATE OF JOB	16-11	DISTRICT PRAT	NEW O	OLD WELL	PROD [] IN	J WDW		CUSTOMER ORDER NO.:	-		
CUSTOMER	CASTEL	11 ExploRAT	En .		LEASE Q	2000	?	7-	-/ (	WELL NO.	
ADDRESS					COUNTY	011	Anche	STATE	No	WELL IVO	
CITY		STATE			SERVICE CR		MUCHE	40.	/ -	01	- 13
AUTHORIZED E	3Y				JOB TYPE:	Pall	1 01/1090	IVIDISAL	1	NOG E	
EQUIPMEN*	T# HRS	EQUIPMENT#	HRS	EQL	JIPMENT#	HRS	TRUCK CAL	IFD Stry	DAT	TE AM T	IME
33708-209				is .			ARRIVED A		Table 2755	PM AM	Cherry Mark
19960-199	18		17	in the second			START OPE			AM PM	
37900							FINISH OPE			AM PM	1
							RELEASED	11/411014			
								M STATION TO	M/ELI	AM PM	
									VVLLI	75	
	pplies includes a	NTRACT CONDITIONS: (This of execute this contract as an a sell of and only those terms and out the written consent of an off	gent of the c	customer. As	s such, the unders	of this do	ees and acknow cument. No addi		terms	and/or condition	ns sha
ITEM/PRICE REF. NO.		MATERIAL, EQUIPMENT	AND SERV	/ICES USE	D	UNIT	QUANTITY	UNIT PRICE	=	\$ AMOUN	NT
CE 240	Blendi	Je-mixin,		1.426.5		sk	220			308	00
PE 501	CASING	Swed Rente	1			92	1		11111	200	Oc
CE 504	pluj 6	stower Rentel				94	1			250	20
5003	Strum	) Seponeno				912	1			175	00
	2									+4	3.
							ap.				
						- 1					
				- Y- X-							10000
The stage of		A PROPERTY OF						out a			
					Principle of the second		-	-			
							240	************			1 2
					The second second						
											-
						***/1					1-
										A STATE OF	
					por a series						
CHE	MICAL / ACID D	ATA:						SUB TOT	AL		
		100 00 00 00		SERV	/ICE & EQUIPN	MENT	%TAX	ON \$			
				MATE	ERIALS	,	%TAX			Total Sec	
					The	NK	fun	ТОТ	AL	12 161	2
						6		TUS		10,684	3/

SERVICE REPRESENTATIVE THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:

(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 ield 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 handing, 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 CON-CERNING 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 there-THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTH-ERWISE 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 royal-ty 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.



# TREATMENT REPORT

Customer	5/17	511	place	IN	Lea	se No.					Date			
Lease	est.		J () * 4		We	#	18		1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		6-10	0 - / 1		
Field Order #	Station	D	#	Kc		0	10	Casing	Depth Depth	1	County			State
Type Job 13	3/8"	101	v.du	cto				-NW	Formation	0 3 0	51'		Description	KANS
PIPE	DATA		PERF	ORA	TING D	ATA		FLUID	USED		TRE	ATMENT	RESUME	
Casing Size	Tubing Siz	ze	Shots/F	t	70	005	Acid	A .	seruli	te o	RATE PR	ESS	ISIP	
Depth	Depth		From	7		50	Pre F		140 DE	Max	14.8	#/60	5 Min.	Ÿ.
olume 1/2	Volume		From		То		Pad			Min		11	10 Min.	
Max Press	Max Press	S	From		То		Frac		* -	Avg			15 Min.	
Vell Connection	n Annulus V	/ol	From		То			2		HHP Use	d		Annulus F	Pressure
Plug Depth	Packer De	enth	From		То		Flush	SA /	120	Gas Volur	ne	-	Total Load	d
Customer Rep	resentative					Station	Manag	ior.	otty	2	Treater	Ilen	, , , , , ,	
Service Units	18443	27	1463	198	3/ 6	2/010	2							
Driver Names	Allen	Lu	CAS	-	- 1	Brun	RATO	4						
Time	Casing Pressure	Τι	bing ssure		s. Pumpe	-	0	ate			Sen	ice Log	Duke	#7
+2301	AM			1					onloc	0:5	· Ceti	Plani		
		7			- 12 - 12				Pull 1	Ollar	c d R	ntet	0 +0	Run
8.0			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						133/8	"CO	uduct	0	484/	Ft.
140		- X		7 7					Start	LCAS	ins			
									CASIN	0	350	Hoo	stup	+
320				2	ACCES 1			2. 2	cia	w/	Ris	Pum	, ,	od ciR
330	200			66	)		-	5 1/2	Start	mix	2005	Ks 6	1-5000	Liteel
							<	51/2	Start	mix	1755	Ks 6	0/40/	202
								/	20/05	eL3	% CC	11 4	011 F	late 014x
	1/1				8				FINI	sh	nix &	-m+		
360								-1/2	Start					
	300 H		3.4	5	1/2		ó	2			1,50.			a ,
400	300+			-							e we			
	0 #	-						n , p	Rele	ase	PSI			
									WASI	h up	ERUP	,		
	1				1 1 2 X		TP.	- comme	Rack	00	da will	7 .		
506									100	2 (0	mole	,fe	and the state of t	
		- 2										2		
							, No.		Cen	ent	CIR.	To	Dit	
								3					/	
	1		7, 1		*25				+ has	Ke 1	Allen, L	UCA	STA	rod.
	9 1	-				$\neg$			1,7,70		1111		/ ///	,



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

# FIELD SERVICE TICKET 1718 03921 A

	JRE PUM	PING & WIRELINE				DATE	TICKET NO						
DATE OF 6 -	DISTRICT KANS		NEW OLD PROD INJ WDW CUSTOMER ORDER NO.:										
CUSTOMER CASTELLI EXPLOC. INC.						LEASE GCESS WELL NO. J-18							
ADDRESS			COUNTY COMMANCHE 18-33 STATE KANSAS										
CITY	STATE		SERVICE CREWAllew Lycas Jarrod.										
AUTHORIZED B		JOB TYPE: 13 3/K conductor (1)											
EQUIPMENT#		HRS EQUIPMENT# HRS E		EQU	IPMENT#	HRS	HRS TRUCK CALLED 6-9-PATE AM					/E	
28445 P.4						the state of the state of		ARRIVED AT	TJOB 6-10	-10	AM PM	12	30
19831-210101													00
17021 01	V 10							FINISH OPERATION 6-10-11 AM 40					00
								RELEASED 6-10-11 AM 500					00
								MILES FROM	M STATION TO	WELL	75	-mi	100
products, and/or su	pplies in	orized to o	TRACT CONDITIONS: (This execute this contract as an a of and only those terms and t the written consent of an of	gent of the custor conditions appear	mer. As ring on t	such, the unders he front and back	signed agre t of this do	ees and acknow cument. No addi	ledges that this cor	terms a	and/or co	onditions	s shall
ITEM/PRICE REF. NO.	ITEM/PRICE MATERIAL, EQUIPMENT AND SERVICES USED						UNIT	QUANTITY	UNIT PRIC	E	\$ A!	MOUN <sup>-</sup>	Т
CP106	A -	Ser	vLite				SK	200			B 2	600	00
CP103	60	140	Por				SK	175			d a	2100	oc
CC102	00	11 =	Flake				16	94			N 3	47.	Carr
CLIO9 CALCIUM Chloride							14	975			4/0	73	3
E100 Unit mileage charge Pic					ick	-4P	mi	75			13 3	18	25
E/0/	Heavy Eggip milense						mi	150			15/0	50	00
E113 CE200	0	1110	Velivery Ch	inge	,		Tim	1219			5 /7.	50	00
CE240 Blending +m			charge !	0-500	0		8-45	274			R C	25	00
	Sund		and Amixin	75010	166	9	2/2	3/2				-	
2003	Ser	dice	Supervisor	first 8	Phrs	onloc	EA	1			H /	75.	00
		1											
			77										
CHEMICAL / ACID DATA:									SUB TO	TAL	\$85	-39	53
CHEMICAL / ACID DATA:						RVICE & EQUIPMENT %TAX ON \$					,	-	
	MATERIALS						%TAX ON \$						
							TOTAL						
									U				

FIELD SERVICE ORDER NO.

REPRESENTATIVE

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

SERVICE

# 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 handing, 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 hereun-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 CON-CERNING 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 there-THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTH-ERWISE 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 royal-ty 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.