



BASIC
ENERGY SERVICES

*no Cins
6/20*

PAGE	CUST NO	INVOICE DATE
1 of 1	1007589	02/09/2012
INVOICE NUMBER		
1718 - 90825784		

Pratt (620) 672-1201
B HERMAN L LOEB LLC
I PO Box: 838
L LAWRENCEVILLE
L IL US 62439
T
O ATTN: ACCOUNTS PAYABLE

J LEASE NAME Charles Einsel 3-21
O
B LOCATION
COUNTY Kiowa
S STATE KS
I JOB DESCRIPTION Cement-New Well Casing/Pi
T
E JOB CONTACT

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40427918	20920		Net - 30 days	03/10/2012
For Service Dates: 02/07/2012 to 02/07/2012		QTY	U of M	UNIT PRICE
0040427918				INVOICE AMOUNT
171805674A Cement-New Well Casing/Pi 02/07/2012				
Cement 8 5/8" Surface				
A-Con Blend Common		175.00	EA	14.40
Common Cement		175.00	EA	12.80
Celloflake		88.00	EA	2.96
Calcium Chloride		825.00	EA	0.84
Top Rubber Cement Plug 8 5/8"		1.00	EA	179.99
8 5/8" Guide Shoe(Red)		1.00	EA	439.97
Flapper Type Insert Float Valve 8 5/8"		1.00	EA	223.99
8 5/8" Basket(Blue)		1.00	EA	251.98
Heavy Equipment Mileage		90.00	MI	5.60
Proppant and Bulk Delivery Charge		743.00	MI	1.28
Blending & Mixing Service Charge		350.00	MI	1.12
Unit Mileage Charge-Pickups, Vans & Cars		45.00	HR	3.40
Depth Charge; 501-1000'		1.00	HR	959.94
Plug Container Utilization Charge		1.00	EA	199.99
Service Supervisor		1.00	HR	139.99

SCANNED

2/16/12

PAID
27310
2/16/12

PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	10,108.88
BASIC ENERGY SERVICES,LP	BASIC ENERGY SERVICES,LP	TAX	417.06
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	10,525.94
DALLAS, TX 75284-1903	MIDLAND, TX 79702		



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET

1718 05674 A

DATE _____ TICKET NO. _____

DATE OF JOB: 2-7-2012		DISTRICT: Pratt		NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.:	
CUSTOMER: Herman L. Loeb LLC		LEASE: Charles Einsel		3-21 WELL NO.	
ADDRESS:		COUNTY: Kiowa		STATE: KS	
CITY:		STATE:		SERVICE CREW: Nelson Young Sullivan	
AUTHORIZED BY:		JOB TYPE: CNW SF			
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS
33208 20920	55				
19832 21010	55				
37906					
TRUCK CALLED				DATE: 2-7-12	TIME: 3:15 PM
ARRIVED AT JOB				DATE: 2-7-12	TIME: 5:30 PM
START OPERATION				DATE: 2-7-12	TIME: 11:15 AM
FINISH OPERATION				DATE: 2-7-12	TIME: 12:10 PM
RELEASED				DATE: 2-7-12	TIME: 12:45 PM
MILES FROM STATION TO WELL				45	

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: W. J. M. Bost
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP 101	A-CON	SK	175		3,150.00
CP 100	Common Cement	SK	175		2,800.00
CL 102	Celloflake	lb	88		325.60
CL 109	Calcium Chloride	lb	825		866.25
CF 105	Rubber Plug	eg	1		225.00
CE 203	Guide Shoe	eg	1		550.00
CF 1453	Flapper Insert Floq7 Valves	eg	1		280.00
CF 1903	Basket	eg	1		315.00
F 100	Pickup Mileage	mi	45		191.25
E 101	Heavy Mileage	mi	90		630.00
F 113	Bulk Delivery	tm	743		1,188.00
CE 201	Depth Charge	4hr	1		1,200.00
CE 250250	Mixing Charge	sls	350		490.00
CE 504	Plug Container	TAB	1		250.00
S 003	Supervisor	eg	1		175.00

CHEMICAL / ACID DATA:			

SUB TOTAL		10,105.99
DLS		
SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL:		

SERVICE REPRESENTATIVE: <u>Robert Sullivan</u>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <u>W. J. M. Bost</u> (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
FIELD SERVICE ORDER NO. _____	

Agreement of Terms and Conditions

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

Terms:

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

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

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

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

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

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

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

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

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

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

General Provisions:

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

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

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

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

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

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

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

TREATMENT REPORT

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
5:30	100				ON LOC Softy merty
					RWD 15.75-24 (sq)
11:00					CASING ON BOTTOM
11:10					HOCK BY CIRC.
11:15	200		3	4	AT SPACOR
			66	5.5	MIX 175 SK A-com cmt 3%cc 1/4 cell/10
			37		MIX Tail end 175 SK common 3%cc 1/4 cell/10
					CMT MIXED
					Release Plug
				4.5	At Ding
12:10	450		34		plug down
					Circulated 10 BBL cmt to pit
					SOB Complete
					Thank you



700eins
6420

PAGE 1 of 1	CUST NO 107589	INVOICE DATE 02/22/2012
INVOICE NUMBER 1718 - 90836351		

Pratt (620) 672-1201
B HERMAN L LOEB LLC
I PO Box: 838
L LAWRENCEVILLE
L IL US 62439
T
O ATTN: ACCOUNTS PAYABLE

J LEASE NAME Charles Einsel 3-21
O
B LOCATION
S COUNTY Kiowa
I STATE KS
T JOB DESCRIPTION Cement-New Well Casing/Pi
E JOB CONTACT

JOB #	EQUIPMENT #	PURCHASE ORDER NO.		TERMS	DUE DATE
40432428	20920			Net - 30 days	03/23/2012
For Service Dates: 02/18/2012 to 02/18/2012		QTY	U of M	UNIT PRICE	INVOICE AMOUNT
0040432428					
171805809A Cement-New Well Casing/Pi 02/18/2012					
Cement 5 1/2" Longstring					
50/50 POZ		150.00	EA	8.80	1,320.04 T
60/40 POZ		50.00	EA	9.60	480.01 T
Cello-flake(POLEFLAKE-C)		38.00	EA	2.96	112.48 T
KCL Potassium Chloride		340.00	EA	1.20	408.01 T
Cal-Set		630.00	EA	0.60	378.01 T
FLA-322		63.00	EA	6.00	378.01 T
Gilsonite		900.00	EA	0.54	482.41 T
CS-1L KCL Substitute		5.00	EA	28.00	140.00 T
Mud Flush		1,000.00	EA	0.69	688.02 T
Latch Down Plug & Baffle 5 1/2" (Blue)		1.00	EA	320.01	320.01
Auto Fill Float Shoe 5 1/2" (Blue)		1.00	EA	288.01	288.01
Turbolizer 5 1/2" (Blue)		10.00	EA	88.00	880.03
5 1/2" Basket (Blue)		2.00	EA	232.01	464.01
Cement Scratcher Cable Type 5 1/2"		6.00	EA	60.00	360.01
Heavy Equipment Mileage		90.00	MI	5.60	504.02
Proppant and Bulk Delivery Charge		380.00	MI	1.28	486.41
Blending & Mixing Service Charge		200.00	MI	1.12	224.01
Unit Mileage Charge-Pickups, Vans & Cars		45.00	HR	3.40	153.00
Depth Charge; 4001-5000'		1.00	HR	2,016.09	2,016.09
Plug Container Utilization Charge		1.00	EA	200.01	200.01
Service Supervisor		1.00	HR	140.00	140.00
<div style="text-align: center;"> PAID #27715 MAR 01 2012 SCANNED </div>					
PLEASE REMIT TO: BASIC ENERGY SERVICES, LP PO BOX 841903 DALLAS, TX 75284-1903		SEND OTHER CORRESPONDENCE TO: BASIC ENERGY SERVICES, LP PO BOX 10460 MIDLAND, TX 79702		SUB TOTAL TAX INVOICE TOTAL	10,422.60 320.25 10,742.85



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET
1718 05809 A

DATE _____ TICKET NO. _____

DATE OF JOB 2-18-12 DISTRICT Pratt		NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.:	
CUSTOMER Herman / Loeb LLC		LEASE Charles Einsel 3-21 WELL NO.	
ADDRESS		COUNTY Kiowa STATE KS	
CITY STATE		SERVICE CREW Melson Lawrence Sullivan	
AUTHORIZED BY		JOB TYPE: CNW 5 1/2 LS	

EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
33208 20920	45					ARRIVED AT JOB	2-17-12	PM	10:20
19826 19860	45					START OPERATION	2-18-12	AM	11:00
37900						FINISH OPERATION	2-18-12	AM	11:40
						RELEASED	2-18-12	AM	12:30
						MILES FROM STATION TO WELL			95

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 104	50/50 POZ	SK	150		1650 00
CP 103	60/40 POZ	SK	50		600 00
CL 102	CELLULOSE FLAKE	lb	38		140 60
C 700	KCI Potassium Chloride	lb	340		510 00
CL 113	Cal SET	lb	630		472 50
CL 129	FLA 322	lb	63		472 50
CL 201	GILSONITE	lb	900		603 00
CF 607	Latch Down Plug	eg	1		400 00
CF 1251	Auto Fill FLOAT shoe	eg	1		360 00
CF 1651	Turbolizer	eg	10		1,100 00
CF 1901	Basket	eg	2		580 00
CF 2001	Scratchers	eg	6		450 00
C 704	KCL	gyl	5		175 00
CL 151	mud FLUSH	gyl	1000		860 00
E 100	Pickups	mi	45		191 25
E 101	Heavy E Equipment	mi	90		630 00
E 113	Butk Delivery	TM	380		608 40
CE 240	Mixing Charge	SK	200		280 00
CE 504	Plug Container	Job	1		250 00
S 003	Supervisor	eg	1		250 00
CE 20	CHEMICAL ACID DATA	SA	1		10422 00
				SUB TOTAL	2575 00
				TOTAL	10422 00
				SERVICE & EQUIPMENT %TAX ON \$	
				MATERIALS %TAX ON \$	
				TOTAL	

Thank you

SERVICE REPRESENTATIVE *Robert Sullivan*

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: *[Signature]*

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.

Agreement of Terms and Conditions

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Terms:

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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.

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Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

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

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

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

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

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

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

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

Any delays or failure by BES in the performance of this contract shall be excused if and to the extent caused by war, fire, flood, strike, labor trouble, accident not, acts of God, or any contingencies beyond the reasonable control of BES. Disposal of the chemicals used in the performance of this contract is the responsibility of Customer. Customer agrees the chemicals will be disposed of in accordance with all applicable Federal, State and local laws and regulations.

General Provisions:

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

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

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

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

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

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

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

Customer <u>11711111111111111111</u>		Lease No.		Date <u>02-18-12</u>	
Lease <u>C441155-81111111</u>		Well # <u>3-21</u>			
Field Order # <u>5801</u>	Station <u>PRATT 13</u>	Casing <u>5 1/2</u>	Depth <u>4992</u>	County <u>KIOWA</u>	State <u>KS</u>
Type Job <u>CNW 5 1/2" Logging</u>			Formation	Legal Description <u>21 27 20</u>	

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size <u>5 1/2</u>	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
Depth <u>4992</u>	Depth	From	To	Pre Pad	Max		5 Min.
Volume <u>118</u>	Volume	From	To	Pad	Min		10 Min.
Max Press <u>1400</u>	Max Press	From	To	Frac	Avg		15 Min.
Well Connection <u>PC</u>	Annulus Vol.	From	To		HHP Used		Annulus Pressure
Plug Depth <u>4992</u>	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative			Station Manager <u>DAVE SCOTT</u>			Treater <u>1106-11111111111111111111</u>		
Service Units	<u>37900</u>	<u>23708</u>	<u>20920</u>	<u>19820</u>	<u>19800</u>			
Driver Names	<u>Scotter -</u>	<u>M/S/W</u>	<u>LOANCO</u>					

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<u>2:15</u>	<u>100</u>				<u>on for 5 min, noting</u>
					<u>Run 11 1/2" STB 5 1/2" 155 csg.</u>
					<u>Run 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23</u>
					<u>Change to 11 1/2" 150 14A 14000'</u>
<u>9:50</u>					<u>Casing on Bottom</u>
<u>10:20</u>	<u>200</u>			<u>3</u>	<u>Hook Re Circ</u>
			<u>24</u>		<u>St on 11 1/2" Fluid</u>
			<u>5</u>		<u>At 5 min</u>
			<u>20</u>	<u>5</u>	<u>mix conc 150 SK 15000' 14.0.200</u>
					<u>conc max 1.500' shut down wash fluid</u>
					<u>Release Plug</u>
				<u>1</u>	<u>At 10 min</u>
	<u>350</u>		<u>85</u>		<u>Let 4 hrs</u>
	<u>450</u>			<u>3.5</u>	<u>Flow Rate</u>
<u>11:40</u>	<u>1800</u>		<u>118</u>		<u>plug down</u>
			<u>7</u>		<u>plug 11 1/2" w/ 30K</u>
			<u>6</u>		<u>plug 11 1/2" w/ 30K</u>
					<u>150B Cement</u>
					<u>Thrust (gas)</u>