



6076
701 missed
6438

PAGE	CUST NO	INVOICE DATE
1 of 1	1007589	10/23/2012
INVOICE NUMBER		
1718 - 91032537		

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 Musselman 4-34
 O LOCATION
 B COUNTY Pawnee
 S STATE KS
 I JOB DESCRIPTION Cement-New Well Casing/Pi
 T JOB CONTACT
 E

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40526115	20920		Net - 30 days	11/22/2012

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
For Service Dates: 10/21/2012 to 10/21/2012				
0040526115				
171806596A Cement-New Well Casing/Pi 10/21/2012				
Cement 8 5/8" Surface				
BETON WIRE LOG SEND OTHER CORRESPONDENCE TO:				
A-Con Common	200.00	EA	13.50	2,700.00
Common Cement	450.00	EA	12.00	5,400.00
Celloflake	100.00	EA	2.78	277.50
Calcium Chloride	1,270.00	EA	0.79	1,000.13
Sugar	50.00	EA	1.50	75.00
"Top Rubber Cmt Plug, 8 5/8" "	1.00	EA	168.75	168.75
"8 5/8" Guide Shoe (Red)"	1.00	EA	412.50	412.50
Flapper Type Insert Float Valve 8 5/8" (B	1.00	EA	210.00	210.00
"Unit Mileage Chg (PU, cars one way)"	55.00	MI	3.19	175.31
Heavy Equipment Mileage	110.00	MI	5.25	577.50
"Proppant & Bulk Del. Chgs., per ton mil	1,683.00	EA	1.20	2,019.60
Depth Charge; 501'-1000'	1.00	EA	900.00	900.00
Blending & Mixing Service Charge	650.00	BAG	1.05	682.50
Plug Container Util.-Chg.	1.00	EA	187.50	187.50
"Cement Pumper, Add'l hrs. on Location"	1.00	HR	375.00	375.00
"Service Supervisor; first 8 hrs on loc.	1.00	EA	131.25	131.25

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 15,292.54
 TAX 784.57
 INVOICE TOTAL 16,077.11



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 00586 A

DATE _____ TICKET NO. _____

DATE OF JOB <u>10-27-12</u> DISTRICT <u>KANSAS</u>		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 <u>Herman L Luch LLC</u>		LEASE <u>Musselman # 4-34</u> WELL NO.							
ADDRESS		COUNTY <u>Pawnee 34 21 16</u> STATE <u>Ks</u>							
CITY STATE		SERVICE CREW <u>Allen Joe Brett</u>							
AUTHORIZED BY		JOB TYPE: <u>8 3/8' Surface</u> <u>Crew</u>							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
<u>#25443 Pd</u>							<u>10-27-12</u>	<u>PM</u>	<u>11:50</u>
<u>23708 20920</u>	<u>3</u>					ARRIVED AT JOB	<u>10 20 12</u>	<u>AM</u>	<u>2:30</u>
<u>19959 21010</u>	<u>3</u>					START OPERATION	<u>10 20 12</u>	<u>AM</u>	<u>7:00</u>
						FINISH OPERATION	<u>10 27 12</u>	<u>AM</u>	<u>12:50</u>
						RELEASED	<u>10 27 12</u>	<u>AM</u>	<u>10:00</u>
						MILES FROM STATION TO WELL	<u>55 miles</u>		

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

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

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

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP101	A-CON Blend cement	SK	200		\$ 3600.00
CP100C	Common	SK	200		\$ 2200.00
CP100L	Common	SK	200		\$ 2200.00
CC103	Cell FLAKE	lb	100		\$ 370.00
CC109	Calcium Chloride	lb	800		\$ 1120.00
CP100C	Common	SK	50		\$ 800.00
CF105	Top Rubber cement Plug 8 3/8	EA	1		\$ 220.00
CF203	8 3/8 Guide Shoe Reel	EA	1		\$ 500.00
CF1433	Flapper Type insert Flat Valve 8 3/8	EA	1		\$ 280.00
CE111	Sugar	lb	50		\$ 100.00
CE403	Cement Pump Adapter on Loc	EA	1		\$ 500.00
F100	milage Chg P.U	m	50		\$ 233.75
F101	Heavy Equip milage	m	110		\$ 277.20
F113	Bulk Oil Chg	Tm	15.83	1683	\$ 2645.50
CL201	Depth Chg 501-1000	4-hr	1		\$ 1200.00
CL243	Blend 2 milage Service chg 650	SK	305	910	\$ 2785.50
CL204	Plug cement on 4 1/2 inch chg	505	1		\$ 200.00
S.203	Service Service first chg	EA	1		\$ 125.00

SUB TOTAL \$ 15,292.54

CHEMICAL / ACID DATA:			

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

TOTAL DLS 15,292.54

SERVICE REPRESENTATIVE Allen P Ward THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____

FIELD SERVICE ORDER NO. _____ (WELL OWNER OPERATOR CONTRACTOR OR AGENT)

Agreement of Terms and Conditions

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

Terms:

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

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice.

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

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

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

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

Towing Charges:

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

Product Return:

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

Service Warranty:

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

Product Warranty:

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

Service Conditions:

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

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

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

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

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

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

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

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

General Provisions:

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

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

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

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

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

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

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



BASIC
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET

1718-00536 A

DATE _____ TICKET NO. _____

DATE OF JOB 10-29-12 DISTRICT K				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 H. J. L. L.L.C.				LEASE # 4-4 WELL NO. _____					
ADDRESS _____				COUNTY P. STATE K.					
CITY _____		STATE _____		SERVICE CREW J. Joe					
AUTHORIZED BY _____				JOB TYPE: _____					
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
						ARRIVED AT JOB	10-29-12	AM	11:00
						START OPERATION	10-20-12	AM	7:00
						FINISH OPERATION	10-29-12	AM	11:00
						RELEASED	10-29-12	AM	11:00
						MILES FROM STATION TO WELL	55.1		

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
	...	EA	1		\$ 3600.00
	...	EA	1		\$ 2200.00
	common	EA	200		\$ 100.00
	...	EA	150		\$ 370.00
	...	EA	1278		\$ 9872.20
	...	EA	1		\$ 225.00
	...	EA	1		\$ 550.00
	...	EA	1		\$ 280.00
	...	EA	1		\$ 100.00
C5403	Cement Pumper Add. hrs on loc.	EA	1		\$ 500.00
	...	EA	1		\$ 233.75
	...	EA	110		\$ 2770.20
	...	EA	1683		\$ 10659.00
	...	EA	1		\$ 1200.00
	...	EA	372	910	\$ 3385.20
	...	EA	1		\$ 250.00
	...	EA	1		\$ 175.00

SUB TOTAL

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

TOTAL
DLS 15,212.74

CHEMICAL / ACID DATA:			

SERVICE REPRESENTATIVE *Eric P. Janda* 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. Customer's 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.

Customer: **Herman I. Loeb LLC** Lease No. **#12** Date: **10-20-12**
 Lease: **Musselman** Well # **4-34**
 Field Order # **#06596A** Station **Pratt** Casing **8 5/8"** Depth **994'** County **Pawnee** State **KS**
 Type Job **8 5/8" Surface** Formation **CNW** TO **1010'** Legal Description **37-21-16**

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
8 5/8"				200 SKS A-COW @ 12"			5 Min	
994'	Depth	From	To	Pre Pad	Max	270 CC 1/4"	C.F. @ 15.6"	
61	Volume	From	To	Pad	Min		10 Min.	
300 #	Max Press	From	To	Frac	Avg		15 Min.	
P.C.	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
45'	Packer Depth	From	To	Flush	Gas Volume		Total Load	
				Disp H 20				

Customer Representative: **EVLAOD TP** Station Manager: **SCOTTY** Treater: **Allen**

Service Units	28443	33708	20920	19959	21010				
Driver Names	Allen	Joe	Melson	Bret	Reed				

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
2:30	pm				on loc. Discuss Safety, Setup Plan Job
5:48			11		Rig making short trip Start 8 5/8" casing 23' pipe Shoe joint 42' w/ Reg. shoe & auto insert fill up in collar
7:15					Casing @ 994' cir w/ Rig
7:30	200 #		88	5	St mix + pump 200 SKS A-COW 12"
				5	Mix + Pump 200 SKS common
			43		w/ 290 CC, 1/4" C.F. @ 15.6"
					Finish mix, Release Top Rubber Plug 8 5/8"
				4 1/2	Start Disp.
8:30	400 #		62	3	Plug down Release PSI OK NO cmt to Pit. Set cellar - NO cmt Run Line to check cmt depth ON BACK side of Pipe. order more cmt.
					cont.

BASIC

energy services, L.P.

TREATMENT REPORT

Customer: HEIMAN Bilboeb LLC Lease No: 42 Date: 10-21-12
 Lease: Musselman Well #: 4-34
 Field Order #: 06546A Station: Pratt Casing: 8-5/8 Depth: 494 County: Pawnee State: KS
 Type Job: 8 5/8" surface annw Formation: _____ Legal Description: 54-21-16

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME	
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
<u>8 5/8</u>				<u>175 SKs com. 2% CC</u>	<u>1.5/gal</u>		
Depth	Depth	From	To	Pre Pad	Max		5 Min.
<u>494</u>				<u>75 SKs com. neat.</u>			
Volume	Volume	From	To	Pad	Min		10 Min.
<u>61</u>							
Max Press	Max Press	From	To	Frac	Avg		15 Min.
<u>300</u>							
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure
<u>P</u>							
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load
<u>952</u>							

Customer Representative: EVLADO TP Station Manager: scott H Treater: Allen

Service Units	28443	33703	20920	19959	21010				
Driver Names	<u>Allen</u>	<u>Joe</u>	<u>Molson</u>	<u>Breth</u>	<u>Reed</u>				
Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	1" Job 40-1" lbg Service Log				
<u>1140 pm</u>			<u>37 1/2</u>	<u>1 1/2</u>	<u>start mix 175 common 2% CC</u>				
			<u>15</u>	<u>1 1/2</u>	<u>start mix 75 SKs common neat</u>				
					<u>cont. cir To P.t.</u>				
					<u>washup + Rackup Equip.</u>				
<u>130 am</u>					<u>Job complete</u>				
					<u>"Run 2 Its 1" Tbg. Stack out."</u>				

thanks Allen...
 Joe
 Brett!