# ORIGINAL

#### Kansas Corporation Commission Oil & Gas Conservation Division

Form ACO-1 October 2008 Form Must Be Typed

## WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 6039	API No. 15 - 009-25248-00-00
Name: L.D. DRILLING, INC.	Spot Description:
Address 1: _7 SW 26 AVE.	N/2 -NW -SW -NE Sec. 17 Twp. 19 S. R. 12 ☐ East ✓ West
Address 2:	1550 Feet from 🗸 North / 🗌 South Line of Section
City: GREAT BEND State: KS Zip: 67530 + 6525	2310 Feet from 🗸 East / 🗌 West Line of Section
Contact Person: L. D. DAVIS	Footages Calculated from Nearest Outside Section Corner:
Phone: (620 ) 793-3051	✓ NE □NW □SE □SW
CONTRACTOR: License # 33323	County: BARTON
Name:PETROMARK DRILLING, LLC	Lease Name: RON UNIT Well #: _1-17
Wellsite Geologist: KIM SHOEMAKER	Field Name: RUSCO
Purchaser: NCRA	Producing Formation: KANSAS CITY
Designate Type of Completion:	Elevation: Ground: 1876' Kelly Bushing: 1881'
New Well Re-Entry Workover	Total Depth: 3520' Plug Back Total Depth: 3300'
✓ Oil SIOW	Amount of Surface Pipe Set and Cemented at: 361 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ☑ No
CM (Coal Bed Methane) Temp. Abd.	If yes, show depth set: Feet
Dry Other	If Alternate II completion, cement circulated from:
(Core, WSW, Expl., Cathodic, etc.)	feet depth to: sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	Drilling Fluid Management Plan  (Data must be collected from the Reserve Pit)
Well Name:Original Total Depth:	
Deepening Re-perf. Conv. to Enhr. Conv. to SWD	Chloride content:ppm Fluid volume:bbls
Plug Back: Plug Back Total Depth	Dewatering method used:
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion Docket No.:	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
12/01/08 12/08/08 12/31/08	Quarter Sec TwpS. R
Spud Date or Date Reached TD Completion Date or Recompletion Date Recompletion Date	County: Docket No.:
INSTRUCTIONS: An original and two copies of this form shall be filed with Kansas 67202, within 120 days of the spud date, recompletion, workover or of side two of this form will be held confidential for a period of 12 months if re-	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information quested in writing and submitted with the form (see rule 82-3-107 for confidenell report shall be attached with this form. ALL CEMENTING TICKETS MUST orm with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regulate are complete and correct to the best of myknowledge.	the oil and gas industry have been fully complied with and the statements herein
Signature: Sur Schu	KCC Office Use ONLY
Title: SUSAN SCHNEWEIS - CLERK Date: APRIL 10, 2009	Letter of Confidentiality Received
Subscribed and sworn to before me this <u>10</u> day of <u>Apri1</u>	, If Denied, Yes Date:
20 09	Wireline Log Received
Notary Public: Sharp Sayla	Geologist Report Received ISAS CORPORATION COMMISSION
Date Commission Expires: 6-02-09 Sharis Bay Jess	ADD 13 2003

#### Side Two

Operator Name: L.D	DRILLING, INC.			_ Lease I	Name: _	RON UNIT		_ Well #: _1-1	17	
ec. <u>17</u> Twp. <u>1</u>	19 S. R. 12	. East	✓ West	County	BAR	TON				
me tool open and clecovery, and flow rate	osed, flowing and sh	ut-in press est, along	ures, whether sh	ut-in press	sure rea	ched static level	, hydrostatic pres	sures, bottom	giving interval tested, hole temperature, fluid Electric Wireline Logs	
Orill Stem Tests Take (Attach Additional		✓ Y	es 🗌 No			og Formatio	on (Top), Depth a	nd Datum	Sample	
Samples Sent to Geo	ological Survey	<b></b> ✓ Y	es 🗌 No		Nam	ie		Тор	Datum	
ores Taken lectric Log Run (Submit Copy)		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \								
ist All E. Logs Run: DUAL COMF INDUCTION	PENSATED P	OROSI	TY & DUAL	-	SEE	ATTACHED				
		Reno	CASING Fort all strings set-co		✓ Ne	Canada	tion etc			
Purpose of String	Size Hole Drilled	ze Casing t (In O.D.)	Weig Lbs./	jht	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
SURFACE	12 1/4"	8	5/8"	24	#	361'	60/40 POZMIX	C 275	2%Gel, 3% CC	
PRODUCTION	7 7/8"	4	1/2"	10.	5#	3519'	60/40 POZMIX	C 200	2%Gel,.5% FR,18%Salt	
RATHOLE							60/40 POZMI)	25		
		T	ADDITIONAL (	CEMENTIN	IG / SQL	JEEZE RECORD				
Purpose:  Perforate Protect Casing Plug Back TD Plug Off Zone	Perforate Top Bottom Protect Casing Plug Back TD		of Cement	#Sacks	Used		Type and	Percent Additive	S	
						<u> </u>				
Shots Per Foot			RD - Bridge Plugs Each Interval Perfo			Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)				
	4.5" CAST IRC	ON BRID	GE PLUG 0	- 3300'	. <u>.</u>					
2	3338 - 3342';	3322 - 3	326'			2000 GAL	15% NE/FE			
2	3246 - 3250';	3004 - 3	010'					К/	ANSAS CORPORATION COP	
									APR 13200	
TUBING RECORD:	Size: 2 3/8"	Set At: 3517		Packer At	:	Liner Run:	Yes 🗸 No			
Date of First, Resumed JANUARY 01, 200	Production, SWD or Er	nhr.	Producing Metho	<b>d</b> :	Flowing	g 🗸 Pumpii	ng 🔲 Gas Li	ft Oth	ner <i>(Explain)</i>	
Estimated Production Per 24 Hours	Oil 25	Bbls.	Gas M	lcf	Wate	er 8 40	bls.	Gas-Oil Ratio	Gravity	
DISPOSITI	ON OF GAS:		ME	THOD OF	COMPLE	TION:		PRODUCTI	ON INTERVAL:	
Vented Solo			_	Perf.		_	mmingled			

Attachment to and Made a Part of ACO1: RON UNIT #1-17, Sec 17-19-12, Barton Co., KS

#### **DAILY DRILLING REPORT**

**OPERATOR:** 

L.D. DRILLING, INC.

LEASE: RON UNIT #1-17

N/2 NW SW NE Sec 17-19-12

WELLSITE GEOLOGIST:

Kim Shoemaker

Barton Co., KS

CONTRACTOR:

Petromark Drilling, Inc.

**ELEVATION:** 

GR: 1876'

KB:

1881'

SPUD:

12/01/08 @ 8:00 P.M.

PTD:

3460'

SURFACE:

Ran 8 its New 24# 8 5/8" Surface Casing, Cut 366', Tally 356', Set @ 361'

w/ 275 sx 60/40 Pozmix, 2% Gel, 3% CC, Did Circulate, Plug Down @ 4:00 A.M. 12/02/08

by Basic Cement, Tkt # 19261

12/01/08 Move in, Rig Up

12/02/08 366' WOC - Will drill plug @ Noon

12/03/08 1730' Drilling

12/04/08 2625' Drilling

12/05/08 3085' going to Bottom w/ Test Tool

12/06/08

12/07/08

12/08/08 3520' RTD, Running Casing

Ran 85 its 10.5# 4 1/2" Production Casing Set @ 3519' w/ 200 sx 60/40 Pozmix, 2% Gel, 5% Friction Reducer, 18% Salt, 5# Gilsonite Plug Rathole w/ 25 sx 60/40 Pozmix Plug Down @ 9:15 A.M. 12/8/08 by Basic Energy DST #1 2989 - 3085' Topeka

TIMES:

30-45-45-60

BLOW: 1st Open: weak 1/4" inc to BB in 22 min

2nd Open: weak 1/2" inc to BB in 10 min

RECOVERY: 550'gip; 144'w&mcgo(12%w,22%m

23%g,43%o); 61'sltocmw(2%o,3%m,95%w)

IFP:

11-49

ISIP: 1015

FFP: 62-84

FSIP: 999

TEMP: 95 degrees

3195 - 3250' Lansing KC 'B-F' DST #2

TIMES:

30-45-45-60

BLOW: 1st Open: weak 1/4 inc BB in 1 min

2nd Open: weak 1/4" inc to BB in 3 min

RECOVERY: 1500'gip; 77'o&gcwm(1%o,2%g

2%w,95%m); 434'g&mcwo(10%g,20%m,27%w,

'43%o); 186'm&gcwo(11%m,16%g,34%w,39%o)

IFP:

157-375

ISIP: 712

FFP:

396-542

**FSIP: 713** 

TEMP: 109 degrees

DST #3 3302 - 3364' Lansing KC 'H-J'

TIMES:

30-45-45-60

BLOW: 1st Open: weak 1/4 blow inc to 5"

2nd Open: weak surface blow inc to 2"

RECOVERY: 30'gip; 15'sltocm(1%o,99%m)

123'ocwm(10%o, 36%w,54%m)

IFP:

10-48

ISIP: 234

FFP: 61-70 **FSIP: 166** 

TEMP: 95 degrees

KANSAS CORPORATION COMMISSION

#### **DAILY DRILLING REPORT**

Page 2

OPERATOR: L.D. DRILLING, INC.

LEASE: RON UNIT #1-17

N/2 NW SW NE Sec 17-19-12

WELLSITE GEOLOGIST: Kim Shoemaker

Barton Co., KS

CONTRACTOR:

Petromark Drilling, Inc. ELEVATION:

GR: 1876'

KB: 1881'

SPUD:

12/01/08 @ 8:00 P.M. PTD: 3460'

SAMPLE TO	<u>PS:</u>		<u>L(</u>	OG TOPS:	
Anhy	Тор	740	(+1141)	735	(+1146)
Anhy	Base	760	(+1121)		
Topeka		2715	(-834)	2716	(-835)
Heebner		3055	(-1174)	3057	(-1176)
Brown Lime		3164	(-1283)	3166	(-1285)
Lansing		3180	(-1299)	3180	(-1299)
Base Kansas	City	3422	(-1541)	3418	(-1537)
Arbuckle		3454	(-1573)	3455	(-1574)
RTD		3520	(-1639)	3523	(-1642)

T 20						<u> </u>	·.	
		برح		Subject to	Correction	FIELD O	RDER 1	9261
e n e	rgy	servic	C <b>e</b> S, L.P.	Lease Pon M	nit	Well # _   7	Legal 7_/	95-12W
Date /	2-08	Customer ID		County Part	on	State 5	Station Dy a	#
: L.D.	Drillin	na. Inc	orporati	Depth (	Formation		Shoe Joint 5	Feet
A	er t	<del>-                                    </del>		1778 244	Casing Depth Fee	™ 366Fee	Hob Type	1 Surface
G				Customer Represent	L.D. Dal	115 Creater 16	ence R. M	lessick
		T		Materials V	? PY PY		J 40	1
AFE Number  Station	Product	PO Number		Received by	11. War		nonce R.M	1
Code	Code	QUANTITY	77711	MATERIALS, EQUIPM	ENT, and SERVICES U	SED	UNIT PRICE	2 300 00
Γ	CPIVI3	275sk	100/1	Uroz		· .	7	3,300.00
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Γ	E 100	70 mi	Pickup	Miléage			<del></del>	291.50
		r				•		
P	CE 240	775ch	Blanding	and Mixin	a Saxilica	•	4	385
P	5003	100/1	Service	Supervise	or		\$	175.00
<del>p'</del>	CE200	H 59	Pumpich	arge: Ofee	t To 5001	-eet	4	1,000.00
'P	CE 504	Tob	Plug Co	ntainer			5'	250.00
<u> </u>								·
							<u> </u>	
**				unted Price	2 =		\$	69 69 47
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							KANSAS COR	PORATION COMMISSION
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						•		,

10244 NE Hiway 61 • P.O. Box 8613 • Pratt, KS 67124-8613 • (620) 672-1201 • Fax (620) 672-5383

TOTAL

As consideration, the Customer agrees:

- a) To pay BASIC ENERGY SERVICES, L.P. in accordance with the rates and terms stated in BASIC ENERGY SERVICES, L.P.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.
- b) To defend indemnify, release and hold harmless BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies and the officers. directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:
  - Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
  - 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
  - 3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at BASIC ENERGY SERVICES, L.P., Dept.
    - No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by BASIC ENERGY SERVICES, L.P. negligence, strict liability, or operated, or furnished by BASIC ENERGY SERVICES, L.P. or any defect in the data, products, supplies, materials, or equipment of BASIC ENERGY SERVICES, L.P. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of BASIC ENERGY SERVICES, L.P. The term "BASIC ENERGY SERVICES, L.P." as used in said Section b) and c) shall mean BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

- c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, BASIC ENERGY SERVICES, L.P. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by BASIC ENERGY SERVICES, L.P. BASIC ENERGY SERVICES, L.P. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that BASIC ENERGY SERVICES, L.P. shall not be liable for and Customer shall indemnify BASIC ENERGY SERVICES, L.P. against any damages from the use of such information.
- d) That BASIC ENERGY SERVICES, L.P. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BASIC ENERGY SERVICES, L.P.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials in expressly limited to the replacement of such products, supplies or materials on their return to BASIC ENERGY SERVICES, L.P. or, at BASIC ENERGY SERVICES, L.P.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall BASIC ENERGY SERVICES, L.P. be liable for special, incidental, indirect, punitive or consequential damages.
- e) To waive the provisions of the Deceptive Trade Practices Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.
- f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- g) That BASIC ENERGY SERVICES, L.P. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of BASIC ENERGY SERVICES, L.P.



## TREATMENT REPORT

Customer	rilling.	Inco	orpor	ated	ase No.		<del></del>			Date/	1	$\overline{\gamma}$	$\bigcap$		$\overline{\bigcirc}$	
Lease Po	n Unit		•	W	ell# / -	-   -	7					<u>人</u>	2	<u>:                                    </u>	<u> </u>	
Field Order	Station	Pra	#			98879 241 Bepth 365Fe					County Barton State 15					
Typé Job (	C. N. W	<u>/ 5</u>	urto	ice				Formation	1	Legal Description 12 W						
PIPI	E DATA	- 1	RFORA	TING	DATA		FLUID	USED		TREATMENT RESUME						
G Sizo	4 Lubing St	Sho	ts/Ft		<b>b</b> .	ATOM	27	5 sacks	60/40	PAPE.	z PBF	sph	ISIP			
Depth 365	F Depth	Fror	n	То		4200e	Par 2 9	Gel. 3	3M2Cale	ciun	1Ch	lorid	5 Min.			
215°21	Volume	Fron	n .	То		4230	17.1 L	b./Gal.	5º.71	Gal	1./91	r., 1.a	5 2 V	, F	r./sk.	
Max Press P	S Max Press	Fror	n .	То		440	CC		Avg				15 Min.		· .	
Well Connection	on Annulús, V		n	То		<u> </u>			HHP Used			<u> </u>	Annulus f		ire	
Plug-Bepth S	Racker De	epth Fron	n	_то		Flu	<u> a a.</u>	<u> 5 Bbl. Fi</u>	gs Yolyt				Total Load		·	
Customer Rep	presentative	.D. Do	VI'S		Station		Da	vid Sca	ott	Trea	ter UVe	nce R	Mes	sich	Τ	
Service Units	19,870	19,890	20,	920	19,83	31	19,862								· · · · · · · · · · · · · · · · · · ·	
Driver Names	lessich	5 Tubing		5	<u>~ (Й</u> с	-6 r	<u>aw</u>						ļ	3	<u> </u>	
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1:30			<u> </u>						nter c		000	ation			· · · · ·	
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BASIC.

Subject to Correction

FIELD ORDER 18337

e	nergy	S	ervic	<b>e s</b> , <i>l.p.</i>	Lease Ray	un,t	Well # /- //7	Legal 7/-/	7-12
Date /	3- 8-08		Customer ID		County	ton	State	Station	
c /		. رد . ا	j drei		Depth	Formation		Shoe Joint	1,75 '
н — <u>——</u> А	111	C	) 4,150.		Casing //2	Casing Depth	TD 520	Job Type	String CNW.
R —— G			,		Customer Repr	resentative	Treater	on F.W.	orth.
E					Nes	- Andrew			
AFE Nu	mber		PO Number	,	Materials Received by	X			
Stat			QUANTITY			QUIPMENT, and SERVICES	USED	UNIT PRICE	AMOUNT
F	CEI	3.3	200-sk	60/40	Poz				\$12400.00
P			25.5K	60/40	Por				\$ 300.00
	,								·
f	CC11	2	88-1b	Cemen	not Friet	ion Reducer			\$ 516.00
F	CCZ	21		Gilson					\$ 668.66
F	cc 111	/			(Fine)	<del></del>			\$ 886.00
			,						
	0 670	6	2- 941	CC-1	KCL "C	46.			\$ 88.00
			500 901	-M40					\$ 430.00
f			1- eA	TOO Ru	bber Plu	5 4/2			\$ 80.00
for	CF 2	50	1-en	Guide.	Shoe 4%	2" (Blue).			\$ 275.00
f	CFI	450	1-0A	FINARO	Typott		TNSER! FOR	19/5	B 200.00
/	O CFI	650	6- en	Turbo	61200 4	1/2" ( Blue.	)		\$ 510.00
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As consideration, the Customer agrees:

- a) To pay BASIC ENERGY SERVICES, L.P. in accordance with the rates and terms stated in BASIC ENERGY SERVICES, L.P.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ atterneys to enforce collection of said account, Customer agrees to pay all collection cost and atterney fees in the amount of the unpaid account.
- b) To defend indomnify, release and hold harmless BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attentoy's fees and costs of defense to the extent permitted by law for:
  - Damage to properly owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
  - 2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thoreof.
  - 3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatscever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, lesing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at BASIC ENERGY SERVICES, I.P., Dept.

    No. 1131, Tulse, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to distins or liability even if caused or contributed to by BASIC ENERGY SERVICES, L.P. negligence, strict liability, or operated, or furnished by BASIC ENERGY SERVICES, L.P. or any defect in the data, products, supplies, materials, or equipment of BASIC ENERGY SERVICES, L.P. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful miscenduct of BASIC ENERGY SERVICES, L.P. The term "BASIC ENERGY SERVICES, L.P. as used in said Section b) and c) shall mean BASIC ENERGY SERVICES, L.P., its divisions, subsidiaries, peront and efficiency and the officers, directors, employees, agents and servants of all of them.

- c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by officers, BASIC ENERGY SERVICES, L.P. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by BASIC ENERGY SERVICES, L.P. BASIC ENERGY SERVICES, L.P. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that BASIC ENERGY SERVICES, L.P. shall not be liable for and Customer shall indemnify BASIC ENERGY SERVICES, L.P. against any damages from the use of such information.
- d) That BASIC ENERGY SERVICES, L.P. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OF OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. BASIC ENERGY SERVICES, L.P.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials in expressly limited to the replacement of such products, supplies or materials on their return to BASIC ENERGY SERVICES, L.P. or, at BASIC ENERGY SERVICES, L.P.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall BASIC ENERGY SERVICES, L.P. be liable for special, incidental, indirect, punitive or consequential damages.
- e) To weive the provisions of the Deceptive Trade Practices Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this centract.
- f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.
- g) That BASIC ENERGY SERVICES, L.P. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of BASIC ENERGY SERVICES, L.P.



## TREATMENT REPORT

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