Kansas Corporation Commission Oil & Gas Conservation Division

ORIGINAL

Form ACO-1 October 2008 Form Must Be Typed

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 6039	API No. 15 - 185-23571-00-00
Name: L. D. DRILLING, INC.	Spot Description:
Address 1: 7 SW 26th Ave.	S/2 NE SW Sec. 24 Twp. 22 S. R. 12 East West
Address 2:	940 Feet from North / South Line of Section
City: GREAT BEND State: KS Zin: 67530 +	990 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: 15 # 6039	County: STAFFORD
Name: L. D. DRILLING, INC.	Lease Name: HEYEN "B" Well #: 2
Name: L. D. DRILLING, INC. Wellsite Geologist: KIM SHOEMAKER	Field Name: HEYEN
Purchaser: NCRA	Producing Formation: ARBUCKLE
	Elevation: Ground: 1845' Kelly Bushing: 1850'
Designate Type of Completion:	
New Well Re-Entry Workover	Total Depth: 3654' Plug Back Total Depth:
✓ Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 286 Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used? Yes A No
CM (Coal Bed Methane) Temp. Abd Dry Other	If yes, show depth set:Feet
(Core, WSW, Expl., Cathodic, etc.)	If Alternate II completion, cement circulated from:
If Workover/Re-entry: Old Well Info as follows:	feet depth to:w/AIFI-Dig8
Operator:	Drilling Fluid Management Plan
Well Name:	(Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	Chloride content: ppm Fluid volume: bbls
Deepening Re-perf Conv. to Enhr Conv. to SWD	Dewatering method used:
Plug Back: Plug Back Total Depth	
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
2/16/09 2/22/09 2/26/09	Quarter Sec TwpS. R
Spud Date or Date Reached TD Completion Date or Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workover or confiside two of this form will be held confidential for a period of 12 months if rectiality in excess of 12 months). One copy of all wireline logs and geologist we BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 for	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 confidential report shall be attached with this form. ALL CEMENTING TICKETS MUST rm with all temporarily abandoned wells.
Signature:	VOO OFF - U. OWWY
	KCC Office Use ONLY
Title: CLERK Date: DULY 29, 2009	Letter of Confidentiality Received
Subscribed and sworn to before me this $\underline{30}$ day of $\underline{3u1y}$, If Denied, Yes Date:
2009	
Notary Public: LOM (000 + 11 am	Geologist Report Received
Notary Public: Rashell Patter	UIC Distribution
Date Commission Expires: 2-02-11 NOTARY PURIC: STATE 0	TANDAD
Rashell Pat	
My Appt. Exp. 2	Contraction of the Contraction o

Side Two

Operator Name: L. D.	DRILLING, INC.		Lease	Name: HE	YEN "B"		Well #: 2	
Sec. 24 Twp. 22		East West	County	: STAFF	ORD			
INSTRUCTIONS: Shot time tool open and clo recovery, and flow rate surveyed. Attach final	sed, flowing and shut as if gas to surface tes	in pressures, whether, along with final ch	er shut-in pres	sure reache	ed static level	l, hydrostatic pressi	ures, bottom	hole temperature, fluid
Drill Stem Tests Taken (Attach Additional S		✓ Yes	l	Log	Formatio	on (Top), Depth and	I Datum	Sample
Samples Sent to Geole	ogical Survey	✓ Yes ☐ No		Name			Тор	Datum
Cores Taken Electric Log Run (Submit Copy)		☐ Yes ✓ No ☐ Yes ✓ No						
List All E. Logs Run:		JU	RECEIVEL IL 3 1 200 WICHIT NG RECORD Set-conductor, su) 19 SEE AT	TACHED			
<u></u>		KCC	WICHIT	A SEE AT	TACHED	· malorinania		
		CASII Report all strings s	NG RECORD ' set-conductor, su	New urface, interm	Used ediate, product	ion, etc.		
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Wei	9	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12 1/4"	8 5/8"	24	#	286'	60/40 POZMIX	200	3%CC. 2%Gel,1/4#FS
PRODUCTION	7 7/8"	5 1/2"	17;	#	3651'	60/40 POZMIX	150	2%Gel,18%Salt,.5%FR
		ADDITION	NAL CEMENTII	NG / SQUEE	ZE RECORD			
Purpose: Depth Typ —— Perforate Top Bottom —— Protect Casing —— Plug Back TD —— Plug Off Zone		Type of Cement	#Sacks	Used		Type and Pe	rcent Additives	
Shots Per Foot		N RECORD - Bridge P				cture, Shot, Cement S		d
	Specify Fo	otage of Each Interval I	Perforated	4		mount and Kind of Mate % FE NE ACII		Depth
								
		···						
TUBING RECORD:	Size: 2 7/8"	Set At: 3647'	Packer At	: Li	ner Run:	Yes 🗸 No		
Date of First, Resumed P	roduction, SWD or Enhr. にのたいとは	Producing M	lethod:	Flowing	✓ Pumpin	g Gas Lift	Othe	er (Explain)
Estimated Production Per 24 Hours	Oil Bt	ols. Gas	Mcf	Water	Bt LO	ols. Ga	s-Oil Ratio	Gravity
DISPOSITION Vented Sold	N OF GAS:	✓ Open Hole	METHOD OF	COMPLETIO	_	nmingled	PRODUCTIO	ON INTERVAL:
(If vented, Subm		Other (Specify)						

Attachment to and Made a Part of ACO1: HEYEN 'B' #2, Sec 24-22-12, Stafford Co., KS

DAILY DRILLING REPORT

OPERATOR:

L.D. DRILLING, INC.

LEASE: HEYEN "B" #2

940'FSL & 990'FWL Sec 24-22-12

WELLSITE GEOLOGIST:

Kim Shoemaker

Stafford Co., KS

CONTRACTOR:

L. D. DRILLING, INC.

ELEVATION:

GR: 1845'

KB:

1850'

SPUD:

2/16/09 @ 3:15 P.M.

PTD:

3650'

SURFACE:

Ran 7 jts New 24# 8 5/8" Surface Casing, Tally 278.72', Set @ 286' w/ 200 sx

60/40 Pozmix, 2% Gel, 3% CC, 1/4# Cell Flake, 100 sx Common, 2% Gel, 3% CC, 1/4# Cell Flake

Cement in Cellar, by Basic Energy, Plug Down 10:00 P.M., Straight Hole @ 289' - 3/4 degree

2/16/09 Move in, Rig up & Spud

2/17/09 289' Drilled Plug 6:30 A.M.

2/18/09 1580' Drilling

2/19/09 2610' Drilling

2/20/09 3295' Drilling - Geo on Location RECEIVED

2/21/09 3475' DST #2

JUL 3 1 2009

2/22/09 3654' RTD - DST #3 in progress

KCC WICHITA

Ran 101 jts New 17# 5 1/2" Production Casing Tally 3656', Set @ 3651', 3' off bottom, Shoe jt 12.76, Flush 20 bbl H-20 w/ gel, 12 bbl Mud

Flush, 3 bbl H-20 cement w/ 150 sx 60/40 Pozmix 2% Gel, 18% Salt, .5% Fiction Reducer, 5# Gilsonite.

30 sx in Rathole, by Basic Energy

Plug Down 12:30 A.M. 2/23/09

SAMPLE TOPS:

Anhy	Тор	577	(+1273)	
Anhy	Base	597	(+1253)	
Heebner		3124	(-1274)	-5 to #4
Brown Lime		3259	(-1409)	-4 to #4
Lansing		3283	(-1433)	-4 tp #4
Base Kansas C	City	3514	(-1664)	
Viola		3542	(-1692)	
Simpson		3594	(-1744)	
Arbuckle		3649	(-1799)	
RTD		3654	(-1804)	

DST #1 3297 - 3370' Lansing B/F

TIMES:

30-45-30-60

BLOW: 1st Open: strong (bob 30 sec,gts 3min)

2nd Open: strong(gmw to surface)

RECOVERY:

1350' gassy clean water

Chlorides 92,000 Ppm

IFP:

463-609

ISIP: 1088

FFP:

554-761

FSIP: 1080

TEMP: 110 degrees

3407 - 3490' Lansing/Kansas City 'H-K' DST #2

TIMES:

30-45-45-60

BLOW: 1st Open: strong(bob 20 sec,gts 16 min)

2nd Open: strong(gts thru-out)

RECOVERY: 220' slocgwm (3%o,12%g,30%w,

55%m), 60'slyocgmw(3%o,17%g,25%m,55%w)

IFP:

23-65

ISIP: 939

FFP:

81-123

FSIP: 897

TEMP: 103 degrees

DST #3 3591 - 3654' Arbuckle

TIMES:

30-45-45-60

BLOW: 1st Open: strong (bob 30 min)

2nd Open: strong (bob 35 min)

90%o), 80'slocwm(5%o, 25%w,70%m)

IFP:

17-46

ISIP: 1199

RECOVERY: 90' gas in pipe, 70'cgo (10%g,

FFP: 46-71

FSIP: 1197

TEMP: 105 degrees

Subject to Correction State (S. S. Subject (S. Subject (S. S. Subject (S. Subj		SA			Subject	to Correction	G	IELD OF	RDER	9286
STATION L.D. Drilling, Incorporated Pepth Formation Since Joint 37 Feet States of the Control o	e n e	ergy s	servic	Ces, Lp	Lease - eve	en "B"	We	"#2	Legal 24-2	225-121
AFE Number PO Number Materials Revived by X Station Code PCP103 2005k 60/40 Poz. PCP103 1005k Common PCC102 751b Cell Flate PCC103 188b Cement Gel PCC103 751b Cell Flate PCC103 188b Cement Gel PCC103 188b Cement	Date 2-1	6-09	Customer ID			fford	Sta	te 175	Station Pra	+
Coulomber Representative Treater PO Number Coulomber Representative Treater	: L.D.	Drillin	a. Inco	porated	Depth				Shoe Joint 37	PFeet
Station	A	, , ,	<i>J</i> ~1		999 28L	Casing Depth	37FF a	288F1.	Job Type W C	Surface
Received by Martine Product Code OUNT PRICE MADUNT Code Product Code OUNT PRICE AMOUNT MATERIALS, EDUPMENT, and SERVICES USED UNIT PRICE AMOUNT \$2,400.00 PCP100 1005h Common \$1,600.00 PCP100 1005h Common \$1,600.00 PCC102 751b Cell Flake \$277.50 PCC10	G.} E				Customer Represe	ntative		Treater		
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P CC102 751b. Cellflake \$277.50 P CC102 751b. Cellflake \$277.50 P CC109 7981b Cakium Chloride \$1837.90 P CC200 1881b Cement Gel \$17.00 P CF753 lea Aluminum Baffle Plate Candon \$160.00 P CF753 lea Aluminum Baffle Plate Candon \$170.00 P E113 5991m Bulk Delivery \$958.40 P E100 45mi Pickup Mileage \$630.00 P E100 45mi Pickup Mileage \$191.25 P CE240 3005k Blendingand Mixing Service \$191.25 P CE203 lea Pump Charge: Ofeet To 500 Feet \$1,000.00 P CE504 I Job Plug Container \$250.00 P Discounted Price = \$6,564.28 Plus Taxes			QUANTITY		MATERIALS, EQUIP	MENT, and SER	/ICES USED		UNIT PRICE	<i>m</i> 11
P CC102 7516 Cellflake \$277.50 P CC109 79816 Calcium Chloride \$837.90 P CC200 18816 Cement Gel \$47.00 P CF153 lea Waden Plua 85/8 4 31.00 P CF753 lea Aluminum Baffle Plate Cinjunty \$170.00 P E101 90mi Heavy Equipment Mileage \$630.00 P E113 5991m Bulk Delivery \$958.40 P E100 45 mi Pickup Mileage \$191.25 P CE240 300sk Blendingand Mixing Service \$175.00 P S003 lea Service Supervisor \$175.00 P CE200 lea Pump Charge: Offset To 500 Foet \$1,000.00 P CE504 I Job Plua Container \$250.00	<u> </u>	 	200sk	60140) POZ	<u> </u>			 \$	d. 400.00
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CC200 188Lb Cement Gel	$\Gamma_{\mathcal{D}}$		(5 Lb.		1111			*	+ +	<u>d (1.30</u>
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Plus Taxes		·		,				·		
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Plus Taxes			,	7.	:					and the same of a later of the same of
				Disc	counted	Price =	(B)	 	 	6,56 t.de
10244 NE Hiway 61 • P.O. Box 8613 • Pratt, KS 67124-8613 • (620) 672-1201 • Fax (620) 672-5383					us laxes) <u>da</u>			ļ	
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10244 NE Hiway 61 • P.O. Box 8613 • Pratt, KS 67124-8613 • (620) 672-1201 • Fax (620) 672-5383					·				-	
	10244 N	E Hiway 61 •	P.O. Box 861	13 • Pratt. KS 6	7124-8613 • (62	0) 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

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

	7 C C C S, L.1.	•	
Customer Yiling	J. Incorporate	1	Date
Lease Heyen "B"	Well#		121001
Field Order# Station	ratt		epth 298 F County Stafford State 5
Type Job C. N. W	Surface	Forma	tion Legal Description - 12 W
PIPE DATA	PERFORATING DATA	en FEUID USED	TREATMENT RESUME
Casing Size & Tubing Size	Shots/Ft 200 Sack	\$ 60/40 K	OZZ WIT RATE PRESS ISIP
Depth 8 7. Depth	From 28 Goel. 39	Pere Rad Calcium CI	hloMaxle. 25 Lb./sh.Ce Milate
Volume Bol. Volume	From 14. 7 to b. 160	111-1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	5 Min 1, 25 CU. FT. /51/2Min.
Max Press Max Press	From 1005aroksCo	nmon with 281	Gety 38 Calcium Chlor 135 Min. 25 Lb./sk. Fla
Well Connection Annulus Vol.	From 151 ord Gal.	6.50 Gal./str.	HHP-Used U. F. T. 15 h. Annulus Pressure
Plug Depth Packer Depth	From To	Flush 16Bbl. Fre	Gat/Volume y Total Load
Customer Representative	Owen Station		cott Createrience R. Messich
Service Units 19,870 19	1,903 19,905 19,83	26 19,860	
Driver Names Messick	Mattal M.M	C Graw	·
Time P. Pressure P	Tubing Pressure Bbls. Pumped	Rate	Service Log
5:30	Truckson	nlocationand	dholdsafety meeting.
8:50 L.D. Dr.	lling start toru	in Shoe Joint	with Baffle plate screwed into
	ndatotal of 7	Tointsney 28	Lb/ft. 898 cusing.
7:30		Casi	ngin Well. Circulate for 10 minutes.
7:40 200		5 Sta	rf Fresh Water Pre-Flush.
200	10	5 51ai	1 Mixing 200 sacks 60/40 Poz cemer
100	54	5 Star	t Mixing @100 sacts Common cement.
-0-	18	Stop	pumping, Shut in Well. Release Wooder
			Open Well.
9:54 100	1.7	<u> </u>	it Fresh Water Displacement.
0:00 300	16		Down. Shut in We'll.
		Circ	ulated cement to the cellar.
110		Was	Shup pumptruck. Complete
11:00			Complete
		Tha	ink You. RECEIVED
		Clar	rence, Mike, Mulie 1 2009
			KCC WICHITA
10244 NE Hiway	61 • P.O. Box 8613 •	Pratt, KS 67124-8	613 • (620) 672-1201 • Fax (620) 672-5383

Stop Som- WW-Elats FIELD ORDER 19702 **Subject to Correction** services, LP. Lease 24:20-12 State Customer ID County 1, 1 Formation Shoe Joint C H To sill of Casing Casing Depth 5/1 L. Customer Representative Treater < Materials Received by **AFE Number** PO Number Station **Product** AMOUNT MATERIALS, EQUIPMENT, and SERVICES USED **UNIT PRICE** QUANTITY Code Code 16, Jah 1800.00 Crius 1562 180.00 CCIII 66450 137516 Coments rich a Roduci 66113 P 1. C. Lb 390.00 CCJ01 400.00 3500 CC151 1 wood 430.00 US.00 0 250,00 CC 1451 21510 660.00 RECEIVED 300.00 230.00 E113 517.00 Elvo CEDYO (25, 3h Solvies Clare 5003 75.00 2160.00 CEPUIL 1000 250.00 6 100 C.E 50 seld oning

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

TOTAL 67768

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

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