Kansas Corporation Comi Oil & Gas Conservation Div

WELL COMPLETION F

WELL HISTORY - DESCRIPTION OF W

Operator: License # __6039

Address: 7 SW 26 AVE

Name:_

L. D. DRILLING, INC.

City/State/Zip: GREAT BEND, KS 67530

| ION COMMISSION VATION DIVISION | OP/6 | Form ACO-1 September 1999 |
|--|--|--|
| TION FORM | | Form Must Be Typed |
| TION OF WELL & LI | EASE | |
| API No. 15 - 101-22051-0 | 0000 | |
| County: LANE | | |
| | c. ¹⁷ Twp. ¹⁷ | S. R. 29 ☐ East ☑ West |
| | • | (circle one) Line of Section |
| | | (circle one) Line of Section |
| Footages Calculated fro | _ | • |
| (circle one) | NE SE (NV | v) sw |
| Lease Name: YORK 1 | 7 A B | Well #: |
| Field Name: | | |
| Producing Formation: | /IISSISSIPPI | |
| Elevation: Ground: 28 | 16' Kelly | Bushing: 2826' |
| | • | oth: |
| | | at 432 Feet |
| Multiple Stage Cementin | | ✓ Yes □No |
| If yes, show depth set $\frac{2}{3}$ | | Feet |
| If Alternate II completion | | |
| feet depth to SURFACE | _{W/_} 400 | sx cmt. |
| Drilling Fluid Managem (Data must be collected from | nent Plan n the Reserve Pit) | Act II when 3-72-08 |
| Chloride content | ppm Flu | id volumebbls |
| Dewatering method used | i | · · · · · · · · · · · · · · · · · · · |
| Location of fluid disposa | I if hauled offsite: | |
| Operator Name: | | |
| Lease Name: | Lice | nse No.: |
| Quarter Sec | TwpS. | R East West |
| County: | | |
| | | |
| r conversion of a well. onths if requested in writ | Rule 82-3-130, 82- ing and submitted w Il be attached with t | arket - Room 2078, Wichita, 3-106 and 82-3-107 apply. vith the form (see rule 82-3- his form. ALL CEMENTING doned wells. |
| he oil and gas industry h | ave been fully com | plied with and the statements |
| | KCC Office U | se ONLY |
| _ N | | |
| Let | ter of Confidentiality | |
| — · / / | enied, Yes Date: reline Log Received | , |
| i / | eime Log Neceived Diogist Report Receiv | red |
| | · Distribution | |

| Purchaser:EAGLWING TRADING | 2675 feet from E /(W) (circle one) Line of Section |
|--|--|
| Operator Contact Person: L. D. DAVIS RECEIVED | Footages Calculated from Nearest Outside Section Corner: |
| Phone: (620) 793-3051 KANSAS CORPORATION COMMISSION | (circle one) NE SE (NW) SW |
| VALENEDOV INC | Lease Name: YORK 17 A B Well #: 1 |
| Contractor: Name: VAL ENERGY, INC. FEB 14 2008 | man and a second |
| Wellsite Geologist: KIM SHOEMAKER CONSERVATION DIVISION | Producing Formation: MISSISSIPPI |
| Designate Type of Completion: WICHITA, KS | Elevation: Ground: 2816' Kelly Bushing: 2826' |
| ✓ New Well Re-Entry Workover | Total Depth: 4620' Plug Back Total Depth: |
| ✓ OilSWDSIOWTemp. Abd. | Amount of Surface Pipe Set and Cemented at 432 Feet |
| Gas ENHR SIGW | Multiple Stage Cementing Collar Used? |
| Dry Other (Core, WSW, Expl., Cathodic, etc) | If yes, show depth set 2233 Feet |
| If Workover/Re-entry: Old Well Info as follows: | If Alternate II completion, cement circulated from 2233' |
| Operator: | feet depth to_SURFACEw/_ 400sx cmt. |
| Well Name: | · |
| Original Comp. Date: Original Total Depth: | Drilling Fluid Management Plan (Data must be collected from the Reserve Pit) 3-72-08 |
| Deepening Re-perf Conv. to Enhr./SWD | (Data must be collected from the Reserve Pit) 3-72-08 |
| Plug Back Plug Back Total Depth | Chloride contentppm Fluid volumebbls |
| Commingled Docket No. | Dewatering method used |
| Dual Completion Docket No. | Location of fluid disposal if hauled offsite: |
| Other (SWD or Enhr.?) Docket No | Operator Name: |
| Other (SWD of Effill.?) Docket No. | Lease Name: License No.: |
| 10/20/07 10/30/07 11/17/07 | Quarter Sec TwpS. R East |
| Spud Date or Date Reached TD Completion Date or Recompletion Date | County: Docket No.: |
| | Docket No., |
| INSTRUCTIONS: An original and two copies of this form shall be filed with the | |
| Kansas 67202, within 120 days of the spud date, recompletion, workover Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs at TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. | months if requested in writing and submitted with the form (see rule 82-3-nd geologist well report shall be attached with this form. ALL CEMENTING |
| Kansas 67202, within 120 days of the spud date, recompletion, workover Information of side two of this form will be held confidential for a period of 12 107 for confidentiality in excess of 12 months). One copy of all wireline logs at | or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. months if requested in writing and submitted with the form (see rule 82-3-nd geologist well report shall be attached with this form. ALL CEMENTING Submit CP-111 form with all temporarily abandoned wells. |
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Side Two

| Operator Name: | L. D. DRILLING, INC | • | Lease Name | YORK 17 A B | | . Well #: | |
|--|---|--|--------------------------------------|------------------|---|-----------------|------------------------------|
| Sec Twp. | 17 S. R. 29 | ☐ East | County: _LAN | NE . | | | |
| tested, time tool op temperature, fluid r | en and closed, flowing ecovery, and flow rate | and base of formations p g and shut-in pressures, s if gas to surface test, inal geological well site | whether shut-in palong with final ch | pressure reached | l static level, hydros | static pressur | es, bottom hole |
| Drill Stem Tests Tal | | ✓ Yes No | | _ | ion (Top), Depth ar | nd Datum | Sample |
| Samples Sent to G | eological Survey | ☑ Yes ☐ No | Na | ame | | Тор | Datum |
| Cores Taken Electric Log Run (Submit Copy) | | ☐ Yes ✓ No ✓ Yes ☐ No | | | | | |
| List All E. Logs Rur | n: | | | | | | |
| INDUCTION, | ENSATED PORC SONIC CEMENT STIVITY LOGS | | SE | E ATTACHED | | | |
| | | CASING Report all strings set- | _ | New Used | etion etc | | |
| Purpose of String | Size Hole Drilled | Size Casing | Weight | Setting | Type of | # Sacks | Type and Percent |
| SURFACE | 12 1/4" | Set (In O.D.) 8 5/8" | Lbs./ Ft. | Depth 432' | Cement 60/40 POZMIX | Used 335 | Additives 3%CC,2%GEL,1/4#FS |
| Production | 7 7/8" | 4 1/2" | | 4619' | 60/40 POZMIX | 200 | 18%salt,.5%cfr,5#gilson |
| PORT COLLA / BACK SI | | ADDITIONAL | CEMENTING / SO | 2233' 1160' | A-CON BLEND | 400 on 200/1 | 00 |
| Purpose: —— Perforate —— Protect Casing —— Plug Back TD —— Plug Off Zone | | Type of Cement | #Sacks Used | SOLLEE RECOR | | rcent Additives | |
| Shots Per Foot | | DN RECORD - Bridge Plug ootage of Each Interval Per | | | cture, Shot, Cement S mount and Kind of Mate | | d Depth |
| 2 | 4366 - 4368'; 4496 | - 4498'; 4523 - 4525' ^K | | | NE ACID | | |
| 3 | 4500 - 4503'; 4530 | - 4533' | FEB 14 | 2008 | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
| 8 | 4440 - 4448' | | CONSERVATION WICHITA | N DIVISION | | | |
| | | | | | | | |
| TUBING RECORD | Size 2 3/8" | Set At 4599' | Packer At | Liner Run | Yes 🗸 No | | |
| Date of First, Resume NOVEMBER 19 | erd Production, SWD or Er | nhr. Producing Met | nod Flowi | ng 📝 Pumpii | ng Gas Lift | Othe | r (Explain) |
| Estimated Production Per 24 Hours | Oil E | Bbls. Gas | Mcf Wa | | bls. Gas | s-Oil Ratio | Gravity |
| Disposition of Gas | METHOD OF CO | OMPLETION | | Production Inter | val | | |
| Vented Sold | Used on Lease Submit ACO-18.) | Open Hote Other (Speci | ✓ Perf. | Dually Comp. | Commingled | | |

Attachment to and Made a Part of ACO1: YORK 17 A B #1, Sec 17-17-29, Lane Co., KS

DAILY DRILLING REPORT

OPERATOR:

L.D. DRILLING, INC.

LEASE: YORK 17 A B #1

C N/2 Sec 17-17-29

WELLSITE GEOLOGIST:

KIM SHOEMAKER

Lane Co., KS

CONTRACTOR:

Val Energy, Inc.

ELEVATION:

2816' GR:

KB:

2826'

SPUD:

10/20/07 @ 7:30 P.M.

PTD:

4650'

SURFACE:

Ran 10 jts New 8 5/8" Surface Casing, Tally @ 417', Set @ 432' w/ 335 sx

60/40 Pozmix 3% CC, 2% Gel, 1/4# FloSeal, DID CIRCULATE, Plug Down

@10:00 A.M. 10/21/07

10/20/07 Move in, Rig Up & Spud

10/21/07 437' WOC

10/22/07 1153' Drilling

10/23/07 2790' Drilling

10/24/07 3427' Drilling

10/25/07 3975' Drilling - Displaced @ 3499'

10/26/07 4202' DST #1

10/27/07 4272' DST #2

10/28/07 4427' DST #3

10/29/07 4545' DST #4

10/30/07 4620' LDDP - Will run 4 1/2" Prod Csg

Ran 115 jts, New 4 1/2" Production Casing,

Set @ 4619' - 1' off Bottom, w/ 175 sx 60/40 Pozmix

18% Salt, 1/2%CFR, 5# Gilsonite.

Port Collar @ 2233', Plug Down @ 6:30 P.M. 10/30/07

RECEIVED KANSAS CORPORATION COMMISSION

FEB 14 2008

CONSERVATION DIVISION WICHITA, KS

DST #1 4120 - 4202'

TIMES:

30-45-45-60

BLOW: 1st Open: weak 1/2" blow inc to 2 1/2"

2nd Open: weak surf. blow inc to 2 1/2"

RECOVERY:

30' gip, 50' hocm

(20%o,80%m)

IFP:

11-22

ISIP: 1017

FFP: 25-38 FSIP: 977

TEMP: 116 degrees

DST #2 4190 - 4272' LKC'J-K' Mid Creek

TIMES:

30-45-45-60

BLOW: 1st Open: weak 1/2"blo inc to bb 30 min

2nd Open: weak SB inc to bb in 45 min

RECOVERY: 10'ocm(2%o,98%m), 126sltocwm

(1%o,4%w,95%m), 126'mw(50-50),scum oil

iFP:

12-69

ISIP: 951

FFP: 72-131 FSIP: 927

TEMP: 119 degrees

4302 - 4427' Altamont/Pawnee DST #3

TIMES:

30-45-45-60

BLOW: 1st Open: weak 1/2" blo inc to bb in 26m

2nd Open: fair 1" blo in to bb in 24 min

RECOVERY: 270' gip, 108' g&hocm

(16%gas,31%oil,53%mud)

IFP:

12-29

ISIP: 1099

FFP: 30-54 FSIP: 1053

TEMP: 120 degrees

DAILY DRILLING REPORT

Page 2

OPERATOR:

L.D. DRILLING, INC.

LEASE: YORK 17 A B #1

C N/2 Sec 17-17-29

WELLSITE GEOLOGIST:

KIM SHOEMAKER

Lane Co., KS

CONTRACTOR:

Val Energy, Inc.

ELEVATION:

GR: 2816'

KB:

2826'

SPUD:

10/20/07 @ 7:30 P.M.

PTD: 4650'

DST #4 4431 - 4545' Myrick, Cherokee&

TIMES: 30-45-45-60

Johnson

BLOW: 1st Open: bb 2 min

2nd Open: bb 5 min

RECOVERY:3510'gip, 235'co(40.6 grviy@60deg) 189'g&mo(7%g,10%m,83%o),473'g&mo(63%o)

IFP:

22-171

ISIP: 1162

FFP: 179-334 FSIP: 1159

TEMP: 126 degrees

| SAMPLE TOP | <u>PS:</u> | | | LOG T | OPS: | |
|----------------|------------|------|---------|-------|------|---------|
| Anhy | Тор | 2211 | (+615) | | 2211 | (+615) |
| Anhy | Base | 2240 | (+586) | +6 | 2239 | (+587) |
| Stotler | | 3530 | (-704) | | 3528 | (-702) |
| Heebner | | 3920 | (-1094) | | 3916 | (-1090) |
| Lansing | | 3960 | (-1134) | | 3957 | (-1131) |
| Munice Creek | | 4124 | (-1298) | | 4125 | (-1299) |
| Stark | | 4220 | (-1394) | | 4217 | (-1391) |
| Base Kansas | City | 4306 | (-1480) | | 4302 | (-1476) |
| Marmaton | | 4336 | (-1510) | | 4323 | (-1497) |
| Pawnee | | 4409 | (-1583) | | 4407 | (-1581) |
| Myrick Station | 1 | 4444 | (-1618) | | 4440 | (-1614) |
| Fort Scott | | 4463 | (-1637) | | 4459 | (-1653) |
| Cherokee | | 4487 | (-1661) | | 4486 | (-1660) |
| Johnson | | 4530 | (-1404) | | 4523 | (-1697) |
| Mississippi | | 4558 | (-1732) | | 4556 | (-1730) |
| RTD | | 4620 | (-1794) | LTD | 4618 | (-1792) |

Subject to Correction

FIELD ORDER

17223

| E 02 | ergy | servi | c e s, L.P. | 1 | ct to Correction | Well # | T | 17660 |
|-----------------|--|--------------|---------------------------------------|--------------------------|------------------------------------|--|------------|------------|
| Date // | 11 67 | Customer ID | | 1011 | | 17 //8 4/ | Station | 175-29W |
| C | D. Della | 1 | | Depth Depth | Formation | 1. 1. 5. | Shoe Joint | <u>s #</u> |
| H — | V. Orllin | y | · · · · · · · · · · · · · · · · · · · | Casing 15/ | Casing Depth | ТО | Job Type | (1)/ / 1 |
| R ———— G | | | | Customer Repre | | 4/36 Treater | 27 | W-S.P. |
| E | : | | | | PRUK | | bby Dia | KI. |
| AFE Number | | PO Number | 7 | Materials Received by | Ruh 7 | muth | | DLS |
| Station Code | Product Code | QUANTITY | | | JIPMENT, and SERVICE | S USED | UNIT PRICE | AMOUNT |
| P | 1/203 | 3355Ki | 10/10 | Poz | | · · · · · · · · · · · · · · · · · · · | | 3587 25 |
| | | | | | | | | |
| P | 0194 | 84/6. | | | | | | 310 30 |
| \underline{p} | 1310. | 46716. | Calciun | 1 Chloride | | *************************************** | | 86700 |
| | | | | | / | | | |
| <u> </u> | F163 | 194 | plooded | Convot All | 19, 8% " | *** The second state of th | - | 8890 |
| "~, | | 46.5 | | | 25 / | | | |
| P | FIUU | 320ml. | Herry | • | Molage | | | 160000 |
| | 1-101 | 160 W1. | 4 8 | Myleoge | | | | 48000 |
| | F104 | 2312 trai | | Jelivry . | 11. | | | 3699 20 |
| 7 | FIDT | 3365K. | 1111 | _ | 0 | | | 50250 |
| 5 | 121 | rea | Service | Superulsu | | | <u> </u> | 15000 |
| <u> </u> | 1201 | 106, | Cenual | | 4 | | | 97429 |
| | K IVI | I Pais | Prodit | Head Rent | - Ci / | | | 25000 |
| | | | | : ::: | | | | |
| | | | | K | WSAS CORPORATION CON PEB 1 4 2000 | | | |
| | | 9, | <i>.</i> | | CORPORATION |) | | |
| | | | | | FEB 14 2008 | MANSSIC | | |
| | | , | | c | DASERVAL 12008 | - Siy | | * |
| | | A | | | PASERVATION DIVISION | | | |
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| | \\\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\. | | | | <u> </u> | | | |
| | | | | | | | | |
| | | | | | Alera | ted Price - | | 10,466 |
| | | | | | DISCOUR | ing frice | | 10,766 |
| 10244 N | E Hiway 61 • | P.O. Box 861 | 3 • Pratt. KS | 67124-8613 • (62 | 20) 672-1201 • Fay | (620) 672-5383 | TOTAL | |



| Customer | 10.0 | · // | £ | | 77 | ease N | lo. | | | | <u></u> | Date | | - | | | |
|-----------------|--------------------|--|----------------|--------------|----------|-------------------|----------|--------------------------------------|-------------------------|----------------------|------------------|--|---------------|---------------------------------------|------------|---------------------------------------|--|
| Lease | YOLK | . ; ; ; ; ; | 0 | | 1 | Veil # | 17 | AB41 | | | | 1 | · _ ~? | 1.00 | | | |
| Field Order | # Sta | tion | He I | <u>.</u> | | | | Casing | 3/11 | Depth | h | County | lar | 207 | | State HS. | |
| Type Job | CNW- | | | | | | | | | I rmation | <u></u> 1 | • | 1 61 1 | Legal De | scription | 175-29 | |
| PIF | PE DATA | | I | FORA | TING | DATA | | FLUI | D USED | _ | TREATMENT RESUME | | | | | - | |
| Casing Size | | Size | Shots/I | | | [m] | | | | | | | | | ISIP | | |
| Depth 435 | Depth | | From | | To | <u> Pret</u> | Pı | Acid 335 SK 60/40802 Pre Pad 126/45 | | | Max | Max | | | 5 Min. | | |
| Volume, 5 | Volume | , . | From | | То | Pad | | | <u> </u> | | Min | | | 10 Min. | | | |
| Max Press | Max Pr | ess | From | | То | | Frac | | | | Avg | | | | 15 Min. | | |
| Well Connect | ion Annulus | s Vol. | From | | То | | | | | | HHP Used | | | | Annulus F | ressure | |
| Plug Depth | Packer | | From | | То | o Flush 265861. G | | | | | Gas Volum | е | | 1 | Total Load | d | |
| Customer Re | presentative | All | M | | | Statio | on Mai | | why | | | Treater | d'e | Pobly | | | |
| Service Units | 19866 | 19 | 1840 | 198 | 32 | 198 | 613 | | | | | | | -/- | | | |
| Driver Names | Dack | Ro | A. | Tai | ·25 | Bolis | | | | | | | | | | | |
| Time | Casing Pressure | | ibing ssure | Bbls | . Pum | ped | | Rate | | | | Se | ervice | e Log | | | |
| 1730 | | | | | · | | | | De | lor | when | -5-1 | <u>C. L.</u> | y plan | -HA | 2 | |
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DIZHOW-8ND230PD-5W-15-1/2E-5E ENTO FIELD ORDER **Subject to Correction** services, L.P. Lease Customer ID County Depth, esuzuc **Customer Representative** Received by X C. A LORNEY AFE Number PO Number Station Product AMOUNT MATERIALS, EQUIPMENT, and SERVICES USED **UNIT PRICE** QUANTITY KANSAS CORDECTATION OF THE PARTY OF THE PART FEB 14 2008 USONIT 430.00 402.00 60.00 300.Q 290.00 <u>300.00</u> 250.au ERUZSON

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

TOTAL / 2, 60, 5

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:
 - 1. 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.



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energy services, L.P.

| | FIELD ORDER |
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17229

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| 10244 N | IF Hiway 61 | PO Roy 861 | 3 • Pratt KS | 67124-8613 • (62 | 20) 672-1201 • Fa | v (620) 672-5383 | TOTAL | | | | | | |

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- 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.



| Customer | D Du | lling | | Lease No. | | | | | | | | | | | | | |
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1351401-8NTO 230 RJ-5W-15-NJE-SEINTS FIELD ORDER 17399 **Subject to Correction** energy services, L.P. Lease State **Customer ID** County 11-14-07 165 Formation Depth Casing **Casing Depth** Customer Representative **AFE Number PO Number** Station **Product** QUANTITY Code 3414,00 2005K D200 1003K 1505.00 ommon SOLL (all Flake 135.00 C194 0310 Calcium Chloride 75-2.00 Heavy Vahide Mileage 260mi EIOO 1300.00 130m. Pickup Miloge EIUI 390.00 Buk Delivery 2932.80 183312 E104 450.00 3005K Cement Service Charge E10) Service Suporvisor E891 150.00 lea R203 Cement pumpor 1001-1500 1229.00

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

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 - 1. 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.



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