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 - 185-235/8-00-00
Name: L. D. DRILLING, INC.	Spot Description:
Address 1: 7 SW 26 AVE.	<u>SW_SE_Sec29_Twp24_SR11</u> _East
Address 2:	4950 Feet from A North / South Line of Section
City: GREAT BEND State: KS Zip: 67530 +	
Contact Person: _L, D, DAVIS	Footages Calculated from Nearest Outside Section Corner:
Phone: (620) 793-3051	☑NE □NW □SE □SW
CONTRACTOR: License #_5929	County: STAFFORD
Name:DUKE DRILLING CO., INC.	Lease Name: THE K.U. ENDOWMENT ASSOCIATION Well #; 1
Wellsite Geologist: KIM SHOEMAKER	Field Name:
Purchaser:	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 1818' Kelly Bushing: 1826'
New Well Re-Entry Workover	Total Depth: 3915' Plug Back Total Depth:
Oil SWD SIOW	Amount of Surface Pipe Set and Cemented at: 326 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(Core, WSW, Expl., Cathodic, etc.)	IS Allegan at a Manager Land
If Workover/Re-entry: Old Well Info as follows:	feet depth to: W/ PA - Dg - JIII
Operator:	PA - Dg - 2/1/12
Well Name:	Drilling Fluid Management Plan (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	Dewatering metrod dised.
Commingled Docket No.:	Location of fluid disposal if hauled offsite:
Dual Completion	Operator Name:
Other (SWD or Enhr.?) Docket No.:	Lease Name: License No.:
6/01/2009 6/08/2009	QuarterSecTwpS. R East West
Spud Date or Pate Reached TD Completion Date or Recompletion Date	County: Docket No.:
Kansas 67202, within 120 days of the spud date, recompletion, workover or confusion 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 All requirements of the statutes, rules and regulations promulgated to regulate to	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 rm with all temporarily abandoned wells.
are complete and correct to the best of my/knowledge.	
Signature:	KCC Office Use ONLY
Title: CLERK Date: JANUARY 15, 2010	Letter of Confidentiality Received
Subscribed and sworn to before me this 22 day of January	
2010 . ,	
Show (Souline	// = · · · · · · · · · · · · · · · · · ·
Notary Public: Sharis Bayles: Date Commission Expires: 07-02-2013	S AN LU
NOTARY PUBLIC - State of Kansas	CONSERVATION DIVISION WICHITA, KS

SHARIS BAYLESS My Appt. Exp. 1-2-2013

Side Two

Operator Name: L. D.	DRILLING, INC.			Lease Name: THE K.U. ENDOWMENT ASSOCIATION Well #: 1								
Sec29Twp24	S. R. 11	☐ East	✓ West	Cou	nty: STA	FFORD						
INSTRUCTIONS: Sho time tool open and clos recovery, and flow rates surveyed. Attach final	sed, flowing and shut s if gas to surface tes	in press st, along	ures, whether s	hut-in pr	essure rea	iched static leve	l, hydrostatic pres	sures, bottom	hole temperature, fluid			
Drill Stem Tests Taken (Attach Additional St	heets)	√ Y	es 🗌 No			.og Formati	on (Top), Depth a	nd Datum	Sample			
Samples Sent to Geolo	gical Survey	✓ Y	es 🗌 No		Nan	ne		Тор	Datum			
Cores Taken Electric Log Run (Submit Copy)			es 🗸 No es 📝 No									
List All E. Logs Run:												
		Repo	CASING ort all strings set-c		_	ew Used ermediate, produc	tion, etc.					
Purpose of String	Size Hole Drilled		e Casing (In O.D.)		eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives			
SURFACE	12 1/4"		3 5/8"		23#	326'	60/40 POZMIX	300	3%CC,2%GEL,1/4#F0			
Purpose:	Depth					JEEZE RECORD						
	Top Bottom	туре	of Cement	#Sacks Used			Type and F	ercent Additives	i			
Shots Per Foot			D - Bridge Plugs ach Interval Perfo		9	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used) Dept						
							KA	NSAS CORPO	CEIVED PRATION COMMISSION			
							<u></u>	JAN	2 5 2010			
								CONSER'	VATION DIVISION CHITA, KS			
TUBING RECORD:	Size:	Set At:		Packer	At:	Liner Run:	Yes No					
Date of First, Resumed Pr	oduction, SWD or Enhr.		Producing Metho	od:	Flowing	Pumpir	ng 🔲 Gas Lift	Oth	er (Explain)			
Estimated Production Per 24 Hours	Oil Bt	ots.	Gas M	ficf	Wate	r B	bls. G	as-Oil Ratio	Gravity			
DISPOSITION Vented Sold	OF GAS:			ETHOD O	F COMPLE	. —	aminalad	PRODUCTIO	ON INTERVAL:			
(If vented, Submi			ther (Specify)	, CII.	Dualty	——————————————————————————————————————	nmingled					

Attachment to and Made a Part of ACO1: K U Endowment Association, Sec 29-24-11, SF Co., KS

DAILY DRILLING REPORT

OPERATOR:

L.D. DRILLING, INC.

LEASE: K U ENDOWMENT ASSOCIATION

SW SW SE Sec 29-24-11

WELLSITE GEOLOGIST:

Kim Shoemaker

Stafford Co., KS

CONTRACTOR:

DUKE DRILLING

ELEVATION:

GR: 1818'

KB: 1826'

SPUD:

6/01/09 @ 5:00 P.M.

PTD: 4100'

SURFACE:

Ran 7 jts 23# 8 5/8" Surface Casing, Tally 310', Set @ 326', w/ 300 sx 60/40

Pozmix, 2% Gel, 3% CC & 1/4# CellFlake, Plug Down @ 11:45 P.M.

Did Circulate, by Basic Energy

RECEIVED RECEIVED RESION COMMISSION

JAN 25 2010

CONSERVATION DIVISION

5/30/09 Dug Pits

6/01/09 Move in, Rig up, to Spud

6/02/09 326' Wait on Cement

6/03/09 1712' Drilling

6/04/09 2203' Lost Return

6/05/09 3085' Drilling - Straddle - TD 3063'

6/06/09 3372' T I after DST #2

6/07/09 3883' On bottom w/ DST #3

6/08/09 3915' WOO after DST #4

Plugging:

1st Plug @ 630' w/ 50 sx

2nd Plug @ 360' w/ 50 sx

3rd Plug @ 60' w/ 20 sx

4th Plug @ Rathole w/ 30 sx

5th Plug @ Mousehole w/ 20 sx

170 sx 60/40 Pozmix, 4% Gel

Plug Down @ 2:00 P.M.

KCC: Jerry Stapleton

DST #1 2905 - 2980' Topeka

TIMES:

30-30

BLOW: 1st Open: weak surface blow

2nd Open: no 2nd open

RECOVERY:

1' mud (100%)

IFP:

18-18

ISIP: 18

FFP:

FSIP: -----

TEMP: 100 degrees

DST #2 3468 - 3522' Lansing B/D

TIMES:

30-45-45-60

BLOW: 1st Open: Good blow bob 4 1/2 min

2nd Open: instant bob

RECOVERY:

40' Mud (100%)

IFP:

22-30

ISIP: 1153

FFP:

28-38

FSIP: 1273

TEMP: 112 degrees

DST #3 3876 - 3883' Viola

TIMES:

30-45-45-60

BLOW: 1st Open: stg blow bob in 5 min

2nd Open: stg blow bob in 1 min

RECOVERY: 1625' gip; 10' ghocwm (2%g,23%w 25%o,50%m); 60'gocmw(2%g,10%o,40%m,48%w)

IFP:

21-35

ISIP: 287

35-52

FFP:

FSIP: 297

TEMP: 117 degrees

DAILY DRILLING REPORT

Page 2

OPERATOR:

L.D. DRILLING, INC.

LEASE: K U ENDOWMENT ASSOCIATION

SW SW SE Sec 29-24-11

GR:

WELLSITE GEOLOGIST:

Kim Shoemaker

Stafford Co., KS

CONTRACTOR:

ELEVATION:

1818'

KB: 1826'

SPUD:

6/01/09 @ 5:00 P.M.

DUKE DRILLING

PTD: 4100'

SAMPLE TOPS:

Anhy Top 598 (+1228)Anhy Base 614 (+1212)Tarkio 2700 (-874)Howard 2853 (-1027)Topeka 2959 (-1133)Heebner 3270 (-1444)**Brown Lime** 3429 (-1603)Lansing 3455 (-1629)Base Kansas City 3740 (-1919)Kinderhook 3794 (-1968)Viola Chert 3874 (-2048)Viola Dol 3904 (-2078)RTD 3915 (-2089)

DST #4 3880 - 3893' Viola

TIMES:

30-45-45-60

BLOW: 1st Open: str blow bob in 2 1/2min

2nd Open: instant bob weak surface bb

RECOVERY: 3720' gip (gas to surface to small)

125'gocmw (2%g, 15%o, 25%m, 58%w)

IFP:

44-59

ISIP: 307

FFP:

56-81

FSIP: 325

TEMP: 116 degrees



10244 NE Hwy. 61 P.O. Box 8613 Pratt, Kansas 67124 Phone 620-672-1201 HELD SERVICE TICKER. 1718 **026**

Phone 620-672-1201 DATE TICKET NO DATE ⊕F JOB CUSTOMER ORDER NO. OLD PROD □ WDW DISTRICT **CUSTOMER** WELL NO. **ADDRESS** STATE CITY STATE SERVICE CREW **AUTHORIZED BY** JOB TYPE: **EQUIPMENT#** HRS **EQUIPMENT# HRS EQUIPMENT#** HRS TRUCK CÂLLED ARRIVED AT JOB START OPERATION FINISH OPERATION RELEASED MILES FROM STATION TO WELL 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. (WELL OWNER, OPERATOR, CONTRACTOR OR AGENT) ITEM/PRICE REF. NO. MATERIAL, EQUIPMENT AND SERVICES USED UNIT QUANTITY **UNIT PRICE** \$ AMOUNT

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SERVICE REPRESENTATIVE Representative Representative

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY

ECEIVED BY (WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO. (WELL OWNER OPE

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. Plast 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 handing, 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 hereun-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 CON-CERNING 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 there-THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTH-ERWISE 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 royal-ty 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 solid.

Information regarding our services rendered in Customer's well is held in strict contribe a conditional between the sort and only and experience of the conditional o

Failure to a thick and an information received terms or conditions in any particular instance shall no constitute a continuing waiver, or preclude subsequent enforcement thereof

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

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



TREATMENT REPORT

	02																
Customer	00	2111	י אמני	INC	L	ease N	0.				Date						
Lease U.			nent		V	Vell #	1				7 06	-8	09				
Field Order	# St	ation /		/	•	*		Casing) De	epth 30	County	MFFOR	<u> </u>	State	+ <		
Type Job	J W	P,	T.A.	4.5		• .			Format	ion		Legal	Description		<u> </u>		
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10244 NE Hwy. 61 P.O. Box 8613 Pratt, Kansas 67124

FIELD SERVICE TICKET

1718

Phone 620-672-1201 PRESSURE PUMPING & WIRELINE DATE TICKET NO. DATE OF JOB CUSTOMER ORDER NO.: OLD PROD INJ ☐ WDW 16 5 DISTRICT **CUSTOMER** WELL NO. **ADDRESS** STATE CITY SERVICE CREW **AUTHORIZED BY** JOB TYPE: 11/11/2 **EQUIPMENT#** HRS **HRS EQUIPMENT#** DATE **EQUIPMENT#** HRS TRUCK CALLED TIME <u> 1</u>4903-19905 30 pt ARRIVED AT JOB 9831-1981-7 START OPERATION **FINISH OPERATION RELEASED** MILES FROM STATION TO WELL 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 oustomer. 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: L.D (WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES	USED UNIT	QUANTITY U	NIT PRICE 🛴	\$ AMQU	NT
CP 16 3	60-46 20	5K	300		3600	
001620	Catholake	Lbs	75		うつり	-
CC 100	Calcium Obligade	LAS	774		917	7
CF153	5 % Wood Plus	54			160	-
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£113	Bulk Delly	TH	333		5/68	RO
E 100	Pick up intrage 2	5 m. 50			106	25
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•				TOTAL	4600	95

SERVICE				
REPRESENTATIVE DC	u,d	5	7	of

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:

L.D. Davis

FIELD SERVICE ORDER NO.

Agreement of Terms and Conditions

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

Terms:

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

Taxes:

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

Special Pricing Provisions:

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

All prices are subject to change without notice

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

Orders for products of special design, size or materials are not subject to cancellation after processing of such order has begun by BES. Equipment altered, made to Customer's specifications, or requiring special handing, 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 CON-CERNING 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 there-THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTH-ERWISE 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 royal-ty owners, working interest holders, overriding royalty interest holders, or any other person or concern.

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

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

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

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

General Provisions:

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

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

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

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

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

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

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



TREATMENT REPORT

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