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 - 009-25338-00-00
Name: L D DRILLING, INC.	Spot Description:
Address 1: 7 SW 26 AVE.	SW _SW _NE _NW Sec. 15 Twp. 20 S. R. 11 East West
Address 2:	
City: GREAT BEND State: KS Zip: 67530 + 6625	
Contact Person: L D DAVIS	Footages Calculated from Nearest Outside Section Corner:
Phone: (620_) 793-3051	□NE ☑NW □SE □SW
CONTRACTOR: License # 5929	County: BARTON
Name: DUKE DRILLING CO., INC.	Lease Name: RINGERING Well #: 2-15
Wellsite Geologist: KIM SHOEMAKER	Field Name: CHASE-SILICA
Purchaser: MV PURCHASING	Producing Formation: ARBUCKLE
Designate Type of Completion:	Elevation: Ground: 1760' Kelly Bushing: 1770'
	Total Depth: 3415' Plug Back Total Depth: 3365'
	Amount of Surface Pipe Set and Cemented at: 359 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:w/w/sx cppt//
If Workover/Re-entry: Old Well Info as follows:	AH (- Dg - 3/16
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	Location of fluid disposal if hauled offsite:
Commingled Docket No.:	Operator Name:
Dual Completion	Lease Name: License No.:
Other (SWD or Enhr.?) Docket No.:	QuarterSecTwpS. R
Spud Date or Recompletion Date Spud Date or 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 copies of side two of this form will be held confidential for a period of 12 months if requiality 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	uested in writing and submitted with the form (see rule 82-3-107 for confiden- Il report shall be attached with this form. ALL CEMENTING TICKETS MUST
All requirements of the statutes, rules and regulations promulgated to regulate the are complete and correct to the best of my knowledge.	ne oil and gas industry have been fully complied with and the statements herein
Signature:	KCC Office Use ONLY
Title: CLERK Date: MARCH 10, 2010	Letter of Confidentiality Received
Subscribed and sworn to before me this <u>11</u> day of <u>March</u>	, If Denied, Yes Date:
20_10	Wireline Log Received RECEIVED
Notary Public: Shang Layler	Geologist Report Received UIC Distribution MAR 1 2 2010
Sharis Rayles	S UIC Distribution
Date Commission Expires: 7-02-2013 A NOTABY PUBLIC - State of Kansas	KCC WICHITA

SHARIS BAYLESS
My Appt. Exp. 2-2-13

Side Two

Operator Name: L D	DRILLING, INC.			Lease	Name: _	RINGERING		. Well #: _2-1	5	
	20 S. R. 11	East	✓ West	Count	y: BAR	TON				
time tool open and cl recovery, and flow ra	now important tops ar osed, flowing and shu tes if gas to surface to al geological well site	t-in press st, along	ures, whether s	hut-in pres	ssure rea	ched static level,	hydrostatic press	ures, bottom	hole temp	erature, fluid
Drill Stem Tests Take (Attach Additional	•	√ Y	es No			og Formatio	n (Top), Depth an	d Datum		Sample
Samples Sent to Geo	ological Survey	□ Y	es 🔽 No		Nan	ne		Тор	(Datum
Cores Taken Electric Log Run (Submit Copy)		<u></u> Y								j
	CTION, DUAL & SONIC CEN		BOND LOC		SEE	ATTACHED				
	Size Hole					ermediate, producti	I	# Cooks	Time	and Decemb
Purpose of String	Drilled		te Casing t (In O.D.)	Wei Lbs.		Setting Depth	Type of Cement	# Sacks Used		ind Percent Iditives
SURFACE				24#		359'	60/40 POZMIX	350	2%Gel	, 3%CC
PRODUCTION				15.5#		3408'	60/40 POZMIX	POZMIX 150		1/2%CFS,5#Gil
			ADDITIONAL	CEMENTI	NG / SQL	I JEEZE RECORD				
Purpose: —— Perforate —— Protect Casing —— Plug Back TD —— Plug Off Zone	Depth Top Bottom	Туре	of Cement	#Sacks	Used		Type and Pe	ercent Additives	;	
Shots Per Foot			D - Bridge Plugs Each Interval Perfo				ture, Shot, Cement count and Kind of Mat		rd	Depth
2	3309 - 3312'; 3	325 - 3	327'; 3331	- 3334'		750 gal 20°	% NE FE HCI	_		
4	3309 - 3312'					1250 gal 1	5% NE FE HO	 L		
						500 gal 28°	% NE FE HCI	. X 2		
						100 sx Com	mon for Squee	ze Arbucki	e Perfs	
TUBING RECORD:	Size: 7/8"	Set At: 3378'	3	Packer A	t:	Liner Run:	Yes 🗸 No			
NOVEMBER 1, 20	Production, SWD or Enh	r.	Producing Metho	od:	Flowing	y 📝 Pumpin	g Gas Lift	Othe	er <i>(Explain)</i>	
Estimated Production Per 24 Hours	Oil E	Ibls.	Gas N	/Icf	Wate 40		ls. G	as-Oil Ratio		Gravity
DISPOSITIO	ON OF GAS:		M	ETHOD OF	COMPLE	TION:		PRODUCTIO	ON INTERV	AL:
Vented Sold	_	-	pen Hole ther (Specify)	Perf.	Dually	Comp. Com	mingled		RE(CEIVED
			.						MAR	1 2 2010

Attachment to and Made a Part of ACO1: RINGERING #2-15, Sec 15-20-11, Barton Co., KS

DAILY DRILLING REPORT

OPERATOR:

L. D. DRILLING, INC.

LEASE: RINGERING #2-15

SW SW NE NW Sec 15-20-11

WELLSITE GEOLOGIST:

Kim Shoemaker

Barton Co., KS

CONTRACTOR:

DUKE DRILLING CO.

ELEVATION:

GR: 1760'

KB:

1770'

SPUD:

9/30/09 @9:00 a.m.

PTD:

3375'

SURFACE:

Ran 8 jts New 24# 8 5/8" Surface Casing, Tally 347.8', Set @ 359', w/ 350 sx

60/40 Pozmix, 2% Gel, 3% CC, Did Circulate, Plug Down @ 6:30 P.M.

by Basic Energy

9/29/09 Move in, Rig up to Spud

9/30/09 Spudding

10/01/09 368' Drilling

10/02/09 1656' Drilling

10/03/09 2615' Drilling

10/04/09 2960' Drilling

10/05/09 3322' DST #1

10/06/09 3327' Making Bit

10/07/09 3415' RTD - Logging

DST #1 3296 - 3322' Arbuckle 30-45-45-60

TIMES:

BLOW: 1st Open: wsb built to 5 1/2"

2nd Open: wsb built to 8"

RECOVERY:

98' co (100% oil); 93' gmco

(2%g,18%m,80%o); 372'gip

IFP:

22-55

ISIP: 361

FFP:

69-85

FSIP: 146

TEMP: 103 degrees

Ran 88 jts New 15.5# 5 1/2" Production Casing

Tally 3460.55, Set @ 3408', w/ 150 sx 60/40 Pozmix

18% Salt, 1/2% CFR, 5# Gilsonite, 50 sx in Rathole &

Mousehole, Plug Down @ 8:45 P.M. on 10/7/09

DST #2 3307 - 3327' Arbuckle

TIMES:

30-45-45-60

BLOW: 1st Open: good blow to 9"

2nd Open: good blow to bb in 39 min

RECOVERY:

558' gip; 186' co

186' sgw&mco (2%g, 13%w, 20%m, 65%o)

IFP:

22-65

ISIP: 728

FFP:

FSIP: 165

77-104

TEMP: 102 degrees

SAMPLE TO	<u> PS:</u>			LOG TOPS:
Anhy	Тор	505	(+1266)	499
Anhy	Base	523	(+1248)	
Topeka		2651	(-881)	2648
Heebner		2916	(-1146)	2912
Brown Lime		3042	(-1272)	3038
Lansing		3066	(-1296)	3060
Base Kansas	City	3299	(-1529)	3290
Arbuckle		3316	(-1546)	3306
RTD / LTD		3415	(-1645)	3410

(+1271)	DST #3 3321 - 3335' Arbuckle
ļ	TIMES: 30-45-45-60
(-878)	BLOW: 1st Open: fair blow built to 6"
(-1142)	2nd Open: good blow to bb in 35m
(-1268)	RECOVERY: 465'gip;103'co;
(-1290)	93'gw&mco(2%g,20%w,38%m,40%o)
(-1520)	IFP: 28-62 ISIP: 293 RECEIVED
(-1536)	FFP: 83-96 FSIP: 169
(-1640)	TEMP: 100 degrees MAR 1 2 2010



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

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ORDERED BY CUSTOMER AND RECEIVED BY:

REPRESENTATIVE

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 morth 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 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 DOC-LIMENT

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.

Ellewwoo &3 To Stertold PLTP S To LARRY (Weldows)

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BASIC

energy services, L.P.

TREATMENT REPORT

Customer D	Delli	No LL	•	Lease No				•	Date						
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10244 NE Hwy. 61 P.O. Box 8613 Pratt, Kansas 67124 Phone 620-672-1201

FIELD SERVICE TICKET 1718 0708 A

DATE OF 10/7	1091	DISTRICT 724	M Ks	NEW WELL	OLD WELL	PROD IN	l □ WDW		USTOMER RDER NO.:	
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THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY:

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

SERVICE

REPRESENTATIVE

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 aftered, made to Customer's specifications, or requiring special handing, is subject to special prices.

If materials or services are ordered and the Customer cance s 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 materia' 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.



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