KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

JUN 29 2010

ALT XI II III Approved by:

Form ACO-1 June 2009 Form Must Be Typed

WELL COMPLETION FORM

CONSERVATION DIVISION orm must be signed WICHITA, KS All blanks must be Filled

WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 6039	API No. 15-185-23584~6000
Name: L. D. DRILLING, INC.	Spot Description:
Address 1: 7 SW 26th AVE	S2_NE_SE_Sec14_Twp23_SR12
Address 2:	1,650 Feet from North / South Line of Section
City: GREAT BEND State: KS Zip: 67530 + 6525	
Contact Person: L. D. DAVIS	Footages Calculated from Nearest Outside Section Corner:
Phone: (620) 793-3051	□ne □nw Øse □sw
CONTRACTOR: License # 33323	County: STAFFORD
Name: PETROMARK DRILLING, LLC	Lease Name: MARILYN Well #: 1-14
Wellsite Geologist: KIM SHOEMAKER	Field Name: WILDCAT
Purchaser: M V PURCHASING	Producing Formation: ARBUCKLE
Designate Type of Completion:	Elevation: Ground: 1842' Kelly Bushing: 1847'
✓ New Well Re-Entry Workover	Total Depth: 3882' Plug Back Total Depth: 3858'
✓ Oil	Amount of Surface Pipe Set and Cemented at: 348 Feet
Gas D&A ENHR SIGW	Multiple Stage Cementing Collar Used? ☐ Yes ☑ No
☐ OG ☐ GSW ☐ Temp. Abd.	If yes, show depth set: Feet
CM (Coal Bed Methane)	If Alternate II completion, cement circulated from:
Cathodic Other (Core, Expl., etc.):	feet depth to: sx cmt.
If Workover/Re-entry: Old Well Info as follows:	
Operator:	
Well Name:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Original Comp. Date: Original Total Depth:	No.
☐ Deepening ☐ Re-perf. ☐ Conv. to ENHR ☐ Conv. to SWD ☐ Conv. to GSW	Chloride content:ppm Fluid volume:bbls Dewatering method used:
Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
Commingled Permit #:	Operator Name:
Dual Completion Permit #:	Lease Name: License #:
SWD Permit #:	
ENHR Permit #:	QuarterSecTwpS. R East West
GSW Permit #:	County: Permit #:
01/15/2010 01/22/2010 02/06/2010	
Spud Date or Date Reached TD Completion Date or Recompletion Date	
Kansas 67202, within 120 days of the spud date, recompletion, workover or co of side two of this form will be held confidential for a period of 12 months if req	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 confidently report shall be attached with this form. ALL CEMENTING TICKETS MUST rm with all temporarily abandoned wells.
\	
AFFIDAVIT	KCC Office Use ONLY
I am the affiant and I hereby certify that all requirements of the statutes, rules and relations promulgated to regulate the oil and gas industry have been fully complied	M. I. a their of Confidentiality Described
and the statements herein are complete and correct to the best of my knowledge	je. Date:
	Confidential Release Date:
Signature: A Schi	₩ Wireline Log Received Geologist Report Received
Sugar Schrowois - Clark - 06/28/2010	UIC Distribution

Side Two

Operator Name: L. [D. DRILLING, IN	C.		Leas	e Name: _	MARILYN		Well #:1	-14			
Sec. 14 Twp.23	s. R. <u>12</u>	East	✓ West	Cour	ity: STA	FFORD				·		
INSTRUCTIONS: Shime tool open and clorecovery, and flow ratine Logs surveyed. A	osed, flowing and sh es if gas to surface t	ut-in press est, along	ures, whether sl with final chart(s	hut-in pre	essure rea	ched static level,	hydrostatic pre	ssures, bottom	hole tem	perature, fluid		
Orill Stem Tests Taker (Attach Additional		✓ Y	es No			og Formatio	n (Top), Depth a	and Datum		Sample		
Samples Sent to Geo Cores Taken Electric Log Run Electric Log Submitte (If no, Submit Copy	d Electronically	✓ Y ✓ Y ✓ Y	es No		Nam	e		Тор		Datum		
List All E. Logs Run: DUAL COMPENS DUAL INDUCTIO				/ITY;	SEE	ATTACHED						
		Ren	CASING			ew Used ermediate, product	ion. etc.					
Purpose of String	Size Hole Drilled	Si	ze Casing t (In O.D.)	w	eight s. / Ft.	Setting Depth	Type of Cement	# Sacks Used		and Percent Additives		
SURFACE	12 1/4"		5/8"		24	348'	60/40 POZMI	x 350	2%Gel	3%CC,1/4#CF		
PRODUCTION	7 7/8"	5 1	/2"	•	14#	3877'	60/40 POZMI	X 150	18%Salt,1	18%Salt,1/2%CFR,5#Gilsonite		
		<u> </u>	ADDITIONAL	CEMEN'	TING / SQL	JEEZE RECORD						
Purpose: Perforate	Depth Top Bottom	Туре	of Cement	# Sac	ks Used		Type and	l Percent Additiv	es			
Protect Casing Plug Back TD Plug Off Zone	3860	СОММ	ON	50								
Shots Per Foot			RD - Bridge Plug Each Interval Perf		e		cture, Shot, Ceme		ord	Depth		
2	3690 - 3700'; 36	37 - 3640	,			300 gal 20%	NE FE ACID					
4	3795 - 3799'; 37	95 - 3796	1			300 gal 28%	NE ACID		RE	CEIVED		
					 	1000 gal 20°	% NE FE ACI) KAN		RATION COMMIS		
						1500 gal 289	% NE FE ACII)	JUN	2 9 2010		
TUBING RECORD:	Size: 2 3/8"	Set At:		Packer	At:	Liner Run:	Yes ✓ N		CONSER' WI	VATION DIVIS CHITA, KS		
Date of First, Resumed NOT ECONOMIC	,	NHR.	Producing Meth	od: Pump	oing	Gas Lift C	Other (Explain)					
Estimated Production Per 24 Hours	Oil 1	Bbls.	Gas	Mcf	Wat	er B FRACE	bls.	Gas-Oil Ratio		Gravity		
DISPOSITIO				IETHOD (OF COMPLE Dually (Submit	Comp. Cor	nmingled ————————————————————————————————————	PRODUCT	TION INTER	RVAL:		

DAILY DRILLING REPORT

Page 2

OPERATOR:

L. D. DRILLING, INC.

LEASE: MARILYN #1-14

S2 NE SE Sec 14-23-12

WELLSITE GEOLOGIST:

Kim Shoemaker

Stafford Co., KS

CONTRACTOR:

Petromark Drilling, LLC

ELEVATION:

GR: 1842'

KB:

1847'

SPUD:

1/15/10 @ 5:45 P.M.

PTD: 3700'

DST #4 3590 - 3698' Cong / Viola

TIMES:

30-45-45-60

BLOW: 1st Open: built to bb in 10 min

2nd Open: built to bb in 24 min

RECOVERY:

170' gip, 10'co,

180'ogm(12%o,15%g,73%m)

IFP: FFP: 31-85

ISIP: 101

88-90

FSIP: 99

TEMP: 98 degrees

DST #5 3730 - 3802' Arbuckle

TIMES:

30-45-45-60

BLOW: 1st Open: built to bb in 16 min

2nd Open: built to bb in 15 min

RECOVERY:

2'co, 300'ocm(15%o,85%m)

180'owm(1%o,39%w,60%m)

IFP:

21-125

ISIP: 1292

FFP:

131-234

FSIP: 1290

TEMP: 109 degrees

SAMPLE TO	<u>PS:</u>		<u>L</u>	OG TOPS:	
Anhy	Тор			616	(+1231)
Anhy	Base	635	(+1212)	634	(+1213)
Topeka		2880	(-1033)		
Heebner		3186	(-1339)	3184	(-1337)
Brown Lime		3333	(-1486)	3330	(-1483)
Lancing		3358	(-1511)	3356	(-1509)
Base Kansas	City	3610	(-1763)	3608	(-1761)
Viola		3688	(-1841)	3687	(-1840)
Simpson		3735	(-1888)	3731	(-1884)
Arbuckle		3794	(-1947)	3792	(-1945)
RTD		3802	(-1955)	3880	(-2033)

Attachment to and Made a Part of ACO1: MARILYN #1-14, Sec 14-23-12, Stafford Co., KS

DAILY DRILLING REPORT

OPERATOR:

L. D. DRILLING, INC.

LEASE: MARILYN #1-14

S2 NE SE Sec 14-23-12

WELLSITE GEOLOGIST:

Kim Shoemaker

Stafford Co., KS

CONTRACTOR:

Petromark Drilling, LLC

ELEVATION:

GR: 1842'

KB:

1847'

SPUD:

1/15/10 @ 5:45 P.M.

PTD:

3700'

SURFACE:

Ran 8 jts New 8 5/8" Surface Casing, Tally 337', Set @ 348', w/ 350 sx

60/40 Pozmix, 2% Gel, 3% CC, 1/4# Cell Flake, Did Circulate by Basic Energy

Plug Down @ 1:45 A.M. on 1/16/10

1/15/10 Move in, Rig up & Spud

1/16/10 348' Wait on Cement

1/17/10 1730' Drilling

1/18/10 2705' Drilling

1/19/10 3440' CFS - Starting DST #1

1/20/10 3522' DST #2 on Bottom

1/21/10 3698' DST #4

1/22/10 3882' RTD - DST #5

Ran 92 its 14# 5 1/2" Production Casing Tally 3877', Set 5' off bottom @ 3877' w/ 150 sx 60/40 Pozmix, 18% Salt, 1/2% CFR, 5# Gilsonite, 30 sx 60/40 Pozmix in Rathole, Plug Down @ 4:30 A.M. 1/23/10

3372 - 3440' Lansing B/F DST #1

TIMES:

30-45-45-60

BLOW: 1st Open: built to bottom in 1.5 min

2nd Open: built to bottom in 2 min

RECOVERY:

420' mw (40%m,60%w)

1140'gw (3%g,97%w)

IFP:

81-469

ISIP: 972

FFP:

488-759

FSIP: 968

TEMP: 109 degrees

3482 - 3522' Lansing/KC H/I DST #2

TIMES:

30-30-30-30

BLOW: 1st Open:

built to 3" in 30 min

2nd Open: built to 2" in 30 min

RECOVERY:

75' mud

IFP:

7-34

ISIP: 1134

FFP:

39-60

FSIP: 1095

TEMP: 97 degrees

3532 - 3570' Lansing/KC J/K DST #3

TIMES:

30-30-30-30

BLOW: 1st Open: built to 2" in 30 Min

2nd Open: built to 1" in 30 Min

RECOVERY:

60' mud

IFP:

8-24

ISIP: 1082

FFP: 28-39 FSIP: 1037

RECEIVED KANSAS CORPORATION COMMISSION

TEMP: 93 degrees

JUN 29 2010

CONSERVATION DIVISION WICHITA, KS



FIELD SERVICE TICKET

1718 1365

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

		JMPING & W	/IRELINÉ					DATE	TICKET NO			-
DATE OF JOB	10	DISTRICT	PEATT			NEW WELL	WELT -	PROD □IN.	V □ WDW	□ 8	ORDER NO.:	
CUSTOMER	L. D.	Dall				LEASE /	MAGI	1011	1-14		WELL NO).
ADDRESS			1			COUNTY			STATE	K.		
CITY		s	TATE					Mora,		P	Kup	
AUTHORIZED BY								Sove				
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SERVICE REPRESENTATIVE		1//				AL AND SERV		A A A	11)_	.0"		- 4.7

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 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 nealigence 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.



Customer	<u></u>			Lease No.	He St.	2 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	nganage.	Date			
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10244 NE Hwy. 61 P.O. Box 8613 Pratt, Kansas 67124 Phone 620-672-1201

FIELD SERVICE TICKET

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THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY

FIELD SERVICE ORDER NO.

(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.

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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 DOC-

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

FIELD SERVICE TICKET

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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.

SIGNED:

(WELL OWNER; OPERATOR, CONTRACTOR OR AGENT)

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SERVICE REPRESENTATIVE

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

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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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