KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form Must Be Typed
Form must be Signed
Form must be Filled

## **WELL COMPLETION FORM**

WELL	HISTORY	- DESCRIPTION OF WELL & LEASE	

OPERATOR: License #6039	API No. \$₹15-009-25395
Name: L. D. DRILLING, INC.	Spot Description:
7 SW 26 AVE	SE_NW_SW_SW_Sec. 3 Twp. 20 S. R. 11 ☐ East  West
Address 2: KS 67530	825 Feet from North / South Line of Section 388
City: GREAT BEND State: KS Zip: 67530 +	Feet from East / West Line of Section
Contact Person: L. D. DAVIS	Footages Calculated from Nearest Outside Section Corner:
Phone: ( 620 ) 793-3051	□ NE □ NW □ SE ☑ SW
CONTRACTOR: License #_33350	County: BARTON
Name: SOUTHWIND DRILLING, INC.	Lease Name: Well #: Well #:
Wellsite Geologist: KIM SHOEMAKER	Field Name: CHASE-SILICA
Purchaser: _M V PURCHASING	Producing Formation: ARBUCKLE
Designate Type of Completion:	Elevation: Ground: 1766' Kelly Bushing: 1776'
✓ New Well Re-Entry Workover	Total Depth: 3400' Plug Back Total Depth: 3372'
☑ Oil ☐ wsw ☐ swd ☐ slow	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.):	
If Workover/Re-entry: Old Well Info as follows:	feet depth to: sx cmt.
Operator:	
Well Name:	Drilling Fluid Management Plan
Original Comp. Date: Original Total Depth:	(Data must be collected from the Reserve Pit)
	Chloride content:ppm Fluid volume:bbls
Deepening Re-perf. Conv. to ENHR Conv. to SWD	Dewatering method used:
Conv. to GSW Plug Back: Plug Back Total Depth	Location of fluid disposal if hauled offsite:
- ·	Location of fluid disposal if fladled offsite.
Commingled Permit #:	Operator Name:
SWD Permit #:	Lease Name: License #:
ENHR Permit #:	Quarter Sec TwpS. R
GSW Permit #:	County: Permit #:
02/25/2010 03/02/10 03/16/2010	
Spud Date or Date Reached TD Completion Date or	
Recompletion Date Recompletion Date	
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 or 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	onversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information uested in writing and submitted with the form (see rule 82-3-107 for confidential report shall be attached with this form. ALL CEMENTING TICKETS MUST
AFFIDAVIT	VOC OFF H OWY
am the affiant and I hereby certify that all requirements of the statutes, rules and r	KCC Office Use ONLY
lations promulgated to regulate the oil and gas industry have been fully complied	with Letter of Confidentiality Received
and the statements herein are complete and correct to the best of my knowledg	e. Date: Confidential Release Date:
	W. Wireline Log Received
Signature: Schuit	Geologist Report Received
Title: Susan Schneweis Clerk Date: October 06, 2010	UIC Distribution
	. ATT WILL IN 1 (4) Annual and the 1 1/1 6

#### Side Two

Operator Name: L.	D. DRILLING, IN	C		Lease	e Name:	DPK		Well #:1-3				
Sec. 3 Twp.2	0 s. r. <u>11</u>	Eas	t 🗸 West	Coun	ty: BAF	RTON						
time tool open and o	show important tops a closed, flowing and sh ates if gas to surface to Attach final geologica	ut-in press est, along	ures, whether s with final chart(	hut-in pre	ssure rea	ched static level	l, hydrostatic p	oressures, botto	n hole ten	nperature, flui		
Drill Stem Tests Take		<b>V</b>	∕es			.og Formatio	on (Top), Dept	h and Datum		] Sample		
Samples Sent to Ge	ological Survey	<b>V</b>	∕es		Nan	ne		Тор		Datum		
Cores Taken Electric Log Run Electric Log Submitto (If no, Submit Cop	•		′es □No									
	NSATED POROS				SEE	ATTACHED						
		Rep		RECORD conductor, s		ew Used ermediate, produc	tion, etc.					
Purpose of String	Size Hole Drilled		ze Casing t (In O.D.)		eight ./Ft.	Setting Depth	Type of Cement			e and Percent Additives		
SURFACE	12 1/4"	8 5/8"		23#		348'	COMMON	350	350 2%Gel,			
PRODUCTION	7 7/8"	5 1/2"		14#		3396'	60/40 POZI	MIX 200				
			ADDITIONAL	CEMENT	ING / SQL	JEEZE RECORD						
Purpose: Perforate	Depth Top Bottom	Туре	e of Cement # Sacks Used Type					nd Percent Additiv	es			
Protect Casing Plug Back TD Plug Off Zone	2948'	СОММ	ON	150								
Shots Per Foot			RD - Bridge Plugs Each Interval Perf				cture, Shot, Cer mount and Kind o	nent Squeeze Rec of Material Used)	cord	Depth		
4	3304 - 3306'				···-···	250 gal 15%	MCA					
2	3118 - 3123'; 307	70 - 3072	'; 3054 - 3059	)'		1500 gal 159	% NE FE HC	L	REC	EIVED		
	5 1/2" BRIDGE PI	UGS SE	T @ 3243' & 3	3103'					OCT	0 7 2010		
								<i>}</i>	CC V	VICHITA		
TUBING RECORD:	Size: 2 7/8"	Set At: 3247'		Packer A	At:	Liner Run:	Yes ✓	No		· · · · · · · · · · · · · · · · · · ·		
Date of First, Resumed MARCH 16, 2010	Production, SWD or EN	HR.	Producing Methological Flowing	od: Pumpir	ng 🗌	Gas Lift 🔲 C	ther (Explain) _					
Estimated Production Per 24 Hours	Oil 4	3bls.	Gas M	Mcf	Wate	er Bl O	ols.	Gas-Oil Ratio		Gravity		
Vented Solo	ON OF GAS:  d Used on Lease  bmit ACO-18.)			ETHOD OF	COMPLE Dually (Submit A	Comp. Con	nmingled nit ACO-4)	PRODUCT	TION INTER	RVAL:		

## Attachment to and Made a Part of ACO1: DPK#1-3, Sec 3-20-11, Barton Co., KS

#### **DAILY DRILLING REPORT**

**OPERATOR:** 

٠,

L. D. DRILLING, INC.

LEASE: **DPK#1-3** 

SE NW SW SW Sec 3-20-11

**WELLSITE GEOLOGIST:** 

Kim Shoemaker

Barton Co., KS

CONTRACTOR:

**SOUTHWIND DRILLING** 

**ELEVATION:** 

GR: 1766'

KB:

1776'

SPUD:

2/25/2010 @ 1:30 P.M.

PTD: 3300'

SURFACE:

Ran 8 its New 23# 8 5/8" Surface Casing, Tally @ 336.88', Set @ 348',

w/ 350 sx Common, 3% CC, 2% Gel, Did Circulate, Plug Down @ 8:00 P.M.

on 2/25/10 by Basic tkt # 1718-1505

2/25/10 Move in, Rig up & Spud

2/26/10 500' Drilling

2/27/10 1940' Drilling

2/28/10 2695' Tripping in w/ Bit

3/01/10 3200' Drilling

3/02/10 3400' RTD - Tripping out w/ Bit for Log

DST #1 3277 - 3305' Arbuckle

TIMES:

30-45-45-60

BLOW: 1st Open: built to 11" in 30 min

2nd Open: built to bob in 42 min

RECOVERY: 241' gip; 1' clean oil;

57'gmco(12%g,52%o,36%m); & 60'sgomcw

(4%g, 4%o, 47%w, 45%m)

IFP:

8-29

ISIP: 1005

FFP:

31-58

FSIP: 999

TEMP: 99 degrees

Ran 81 jts New 14# 5 1/2" Production Casing, Tally 3386.56', Set @ 3396', Flush w/ 500 gal mud flush, Cement w/ 150 sx 60/40 Pozmix, 30 sx in Rathole & 20 sx in Mousehole, Plug Down @ 6:15 P.M. 3/2/10 by Basic Energy tkt # 1718-1507

> RECEIVED OCT 0 7 2010

KCC WICHITA

SAMPLE TOPS:		<u>L</u>	OG TOPS:	
Anhydrite	500	(+1276)	501	(+1275)
Topeka	2644	(-868)	2644	(-868)
Heebner	2907	(-1131)	2906	(-1130)
Brown Lime	3032	(-1256)	3032	(-1256)
Lancing	3053	(-1277)	3050	(-1274)
Base Kansas City	3294	(-1518)	3294	(-1518)
Arbuckle	3300	(-1524)	3299	(-1523)
RTD / LTD	3400	(-1624)	3401	(-1625)



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

# FIELD SERVICE TICKET 1718 1453 A

Pratt, Kansas 67124
ENERGY SERVICES Phone 620.672-1201

	PRESSURE PUMP		ne 620-67 <i>2</i> -1.	201 200		DATE	TICKET NO		·			
DATE OF JOB	5-10 D	ISTRICT /CAN SA	\$	NEW Z	OLD	PROD INJ	□WDW	CUSTON ORDER	IER NO.:			
		ling the	1. 1		LEASE DPK 1-3 WELL NO.							
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AUTHORIZED E				JOB TYPE:	le'	Grand to	i					
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become a part of the	nis contract without	f and only those terms and c the written consent of an office	cer of Basic Energ	gy Services LP.		SIGNED:	ER, OPERATOR, C		<u>, , , , , , , , , , , , , , , , , , , </u>			
REF. NO.		ATERIAL, EQUIPMENT A	AND SERVICES	SUSED	UNIT	QUANTITY	UNIT PRICE	\$ A	MOUNT			
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SERVICE REPRESENTATIV	E Allen F	Toloidh C		ATERIAL AND SERY CUSTOMER AND R		) BY:	of f. f					

FIELD SERVICE ORDER NO.

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

### **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.

#### Tarme:

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 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

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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Customer	. p. Q	الم الله	エル・	Lease	No.	r. Re	٤.,		Date .			
Lease		3	,	Well #		sierr eg	1.3		3-15	°-10	-	
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10244 NE Hwy. 61 P.O. Box 8613 Pratt, Kansas 67124 Phone 620-672-1201

# FIELD SERVICE TICKET 1718 1505 A

DATE TICKET NO ☐ CUSTOMER ORDER NO.: DATE OF JOB NEW E OLD PROD □ INJ ☐ WDW DISTRICT CUSTOMER **LEASE** WELL NO. **ADDRESS** COUNTY CITY STATE 🎤 SERVICE CREW. .... **AUTHORIZED BY** JOB TYPE: 💓 💪 **EQUIPMENT#** HRS **EQUIPMENT#** HRS **EQUIPMENT#** TIME HRS TRUCK CALLED 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.

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICE	MATERIAL, EQUIPMENT AND SERVICES USED UNIT Q						T
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CC 20101	Carr Colina		16	Care				
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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 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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FIELD SERVICE ORDER NO.

CLOUD LITHO - Abbeile, TX

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

# FIELD SERVICE TICKET

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TICKET NO.

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KCC WICHITA



## TREATMENT REPORT

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70-3400 Run 81 Jts 5/2 14# TALLY = 3401.12 THE BOTTOM PICK UP 4 OFF BOTTAM SPOT COLLAR AT GROUND LEVEL SET 5/2 AT 3396

To place orders, Dial Toll-Free 1-800-221-4374



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