

**KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE**

**ORIGINAL**

Form ACO-1  
June 2009  
**Form Must Be Typed  
Form must be Signed  
Blanks must be Filled**

OPERATOR: License # 32325  
Name: POPP OPERATING, INC  
Address 1: PO BOX 187  
Address 2: \_\_\_\_\_  
City: HOISINGTON State: KS Zip: 67544 + 0187  
Contact Person: RICKEY POPP  
Phone: ( 620 ) 786-5514  
CONTRACTOR: License # 31548  
Name: DISCOVERY DRILLING CO., INC  
Wellsite Geologist: JASON ALM  
Purchaser: NCRA

Designate Type of Completion:  
 New Well     Re-Entry     Workover  
 Oil     WSW     SWD     SIOW  
 Gas     D&A     ENHR     SIGW  
 OG     GSW     Temp. Abd.  
 CM (Coal Bed Methane)  
 Cathodic     Other (Core, Expl., etc.): \_\_\_\_\_

If Workover/Re-entry: Old Well Info as follows:  
Operator: \_\_\_\_\_  
Well Name: \_\_\_\_\_  
Original Comp. Date: \_\_\_\_\_ Original Total Depth: \_\_\_\_\_  
 Deepening     Re-perf.     Conv. to ENHR     Conv. to SWD  
 Conv. to GSW  
 Plug Back: \_\_\_\_\_ Plug Back Total Depth  
 Commingled    Permit #: \_\_\_\_\_  
 Dual Completion    Permit #: \_\_\_\_\_  
 SWD    Permit #: \_\_\_\_\_  
 ENHR    Permit #: \_\_\_\_\_  
 GSW    Permit #: \_\_\_\_\_  
09/07/2010    09/11/2010    09/27/2010  
Spud Date or    Date Reached TD    Completion Date or  
Recompletion Date       Recompletion Date

API No. 15 - 167-23,660-00-00  
Spot Description: NW/4  
N/2\_ S/2\_ S/2\_ NW Sec. 36 Twp. 15 S. R. 14  East  West  
2,160 Feet from  North /  South Line of Section  
1,320 Feet from  East /  West Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
 NE  NW  SE  SW  
County: RUSSELL  
Lease Name: CALVIN DUMLER Well #: 3  
Field Name: TRAPP  
Producing Formation: ARBUCKLE  
Elevation: Ground: 1890' Kelly Bushing: 1898'  
Total Depth: 3395' Plug Back Total Depth: 3345'  
Amount of Surface Pipe Set and Cemented at: 877 Feet  
Multiple Stage Cementing Collar Used?  Yes  No  
If yes, show depth set: \_\_\_\_\_ Feet  
If Alternate II completion, cement circulated from: \_\_\_\_\_  
feet depth to: \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

**Drilling Fluid Management Plan**  
(Data must be collected from the Reserve Pit)  
Chloride content: 16,000 ppm Fluid volume: 240 bbls  
Dewatering method used: HAUL FREE FLUIDS  
Location of fluid disposal if hauled offsite:  
Operator Name: POPP OPERATING, INC  
Lease Name: MICHAELIS "A" License #: 32325  
Quarter SE Sec. 36 Twp. 15 S. R. 14  East  West  
County: RUSSELL Permit #: D-28,748

**INSTRUCTIONS:** An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information of side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

**AFFIDAVIT**

I am the affiant and I hereby certify that all requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature: Rickey Popp  
Title: PRESIDENT Date: 10/11/2010

**KCC Office Use ONLY**

Letter of Confidentiality Received  
Date: \_\_\_\_\_  
 Confidential Release Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received  
 UIC Distribution  
ALT  I  II  III Approved by: Dg Date: 10/20/10

**RECEIVED**  
**OCT 13 2010**  
**KCC WICHITA**

Operator Name: POPP OPERATING, INC Lease Name: CALVIN DUMLER Well #: 3  
 Sec. 36 Twp. 15 S. R. 14  East  West County: RUSSELL

**INSTRUCTIONS:** Show important tops and base of formations penetrated. Detail all cores. Report all final copies of drill stems tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface test, along with final chart(s). Attach extra sheet if more space is needed. Attach complete copy of all Electric Wire-line Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Attach Additional Sheets)</i>  Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Electric Log Submitted Electronically <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If no, Submit Copy)</i>  List All E. Logs Run: <b>COMPENSATED NEUTRON/DENSITY, DUAL                  INDUCTION, MICRO &amp; CEMENT BOND LOGS</b>	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datum <input type="checkbox"/> Sample  <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Datum</th> </tr> </thead> <tbody> <tr> <td>ANHYDRITE</td> <td>876'</td> <td>+1032</td> </tr> <tr> <td>HOWARD</td> <td>2713'</td> <td>-814</td> </tr> <tr> <td>PLATTSMOUTH</td> <td>2934'</td> <td>-1035</td> </tr> <tr> <td>HEEBNER</td> <td>3014'</td> <td>-1115</td> </tr> <tr> <td>DOUGLAS</td> <td>3047'</td> <td>-1148</td> </tr> <tr> <td>L-KC</td> <td>3030'</td> <td>-1181</td> </tr> <tr> <td>ARBUCKLE</td> <td>3315'</td> <td>-1416</td> </tr> </tbody> </table>	Name	Top	Datum	ANHYDRITE	876'	+1032	HOWARD	2713'	-814	PLATTSMOUTH	2934'	-1035	HEEBNER	3014'	-1115	DOUGLAS	3047'	-1148	L-KC	3030'	-1181	ARBUCKLE	3315'	-1416
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CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> Used							
Report all strings set-conductor, surface, intermediate, production, etc.							
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE CSG	12-1/4"	8-5/8"	24#	877'	COMMON	320	2%GEL&3%CC
PRODUCTION CSG	7-7/8"	5-1/2"	14#	3393'	ECONOBOND	150	

ADDITIONAL CEMENTING / SQUEEZE RECORD				
Purpose:	Depth Top Bottom	Type of Cement	# Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate <input type="checkbox"/> Protect Casing <input type="checkbox"/> Plug Back TD <input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth
4	3315-16'	150 GAL 7-1/2% MCA	

TUBING RECORD: Size: <u>2-7/8"</u> Set At: <u>3343'</u> Packer At: <u>A/C 3280'</u> Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Date of First, Resumed Production, SWD or ENHR. <u>10-04-2010</u>	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain) _____										
Estimated Production Per 24 Hours	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Oil Bbls.</td> <td style="width:15%;">Gas Mcf</td> <td style="width:15%;">Water Bbls.</td> <td style="width:15%;">Gas-Oil Ratio</td> <td style="width:15%;">Gravity</td> </tr> <tr> <td style="text-align: center;">8</td> <td> </td> <td style="text-align: center;">300</td> <td> </td> <td style="text-align: center;">38.5</td> </tr> </table>	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity	8		300		38.5
Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity							
8		300		38.5							

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <i>(Submit ACO-4)</i> <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: <u>3315-16'</u>
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# QUALITY OILWELL CEMENTING, INC.

Phone 785-483-2025  
Cell 785-324-1041

Home Office P.O. Box 32 Russell, KS 67665

No. 4072

Date	9-8-10	Sec.	36	Twp.	15	Range	14	County	Russell	State	KS	On Location		Finish	6:45 A.M.
Lease	Calvin Dangler			Well No.	3			Location	Russell to Michael's Pl 1E 1/4 Sec 36 T15 R14						
Contractor	Discovery #2							Owner	To Quality Oilwell Cementing, Inc. You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as listed.						
Type Job	Surface							Charge To	Pop'd Operating						
Hole Size	12 1/4			T.D.	877			Street							
Csg.	8 5/8			Depth	877			City	State						
Tbg. Size				Depth				The above was done to satisfaction and supervision of owner agent or contractor.							
Tool				Depth				Cement Amount Ordered 320 Com 3% LCC 2% LCC							
Cement Left in Csg.	35'			Shoe Joint											
Meas Line				Displace	5386										

**EQUIPMENT**

Pumptrk	1	No.	Cement	3	Common	320
			Helper	3		
Bulktrk		No.	Driver	3	Poz. Mix	
			Driver			
Bulktrk	12	No.	Driver	3	Gel.	6
			Driver	Steve		

**JOB SERVICES & REMARKS**

Remarks:	Hulls
Rat Hole	Salt
Mouse Hole	Flowseal
Centralizers	Kol-Seal
Baskets	Mud CLR 48
D/V or Port Collar	CFL-117 or CD110 CAF 38
8 5/8 on bottom EST circulation	Sand
Mix 320SC + Displace Aug	Handling 337
Cement Circulated!	Mileage

**FLOAT EQUIPMENT**

Guide Shoe	
Centralizer	
Baskets	
AFU Inserts	
Float Shoe	
Latch Down	1 8" Rubber Plug
	1 8" Baffle Plate
Pumptrk Charge	Long Surface
Mileage	15

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X Signature *Jerry Wickham*

Tax  
Discount  
Total Charge

Customer <i>Popp Operations</i>	Lease No.	Date <i>9-12-10</i>
Lease <i>Calvin Dangler</i>	Well # <i>3</i>	
Field Order # <i>2510</i>	Station <i>Pratt</i>	Casing <i>5 1/2" 14"</i>
		Depth <i>3393</i>
Type Job <i>CNW-5 1/2 L.S.</i>	Formation	County <i>Russell</i>
		State <i>KS</i>
		Legal Description <i>36-15-14</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
<i>5 1/2" 14"</i>				<i>150 sks Ecomobord</i>				
Depth <i>3393</i>	Depth	From	To	Pre Pad <i>1.48</i>	Max		5 Min.	
Volume <i>81.4</i>	Volume	From	To	Pad	Min		10 Min.	
Max Press	Max Press	From	To	Frac	Avg		15 Min.	
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure	
Plug Depth <i>3393</i>	Packer Depth	From	To	Flush <i>80.4</i>	Gas Volume		Total Load	

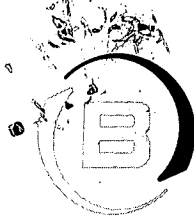
Customer Representative <i>Rick Popp</i>	Station Manager <i>Dave Scott</i>	Treater <i>Steve Orlando</i>
--	-----------------------------------	------------------------------

Service Units <i>27273</i>	<i>19905/19903</i>	<i>19826/19860</i>						
Driver Names <i>D. Land</i>	<i>Mattel</i>	<i>Bishop</i>						

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>1:30 AM</i>					<i>On location - Safety Meeting</i>
					<i>Run 80 Jts 5 1/2" 14" casing</i>
					<i>Centralizers on Jts 1-2-6-7-8</i>
<i>4:15</i>					<i>Casing on Bottom - Break Circ w/Ris</i>
					<i>Rotate casing</i>
<i>5:13</i>	<i>300</i>		<i>20</i>	<i>5</i>	<i>270 KCL H2O</i>
<i>5:17</i>	<i>300</i>		<i>12</i>	<i>5</i>	<i>mud flush</i>
<i>5:19</i>	<i>300</i>		<i>3</i>	<i>5</i>	<i>H2O spacer</i>
<i>5:20</i>	<i>250</i>		<i>33</i>	<i>5</i>	<i>Mix 125 sks Ecomobord @ 13.8#/gal</i>
					<i>Shut Down Clear pump &amp; line</i>
					<i>Release plug</i>
<i>5:30</i>	<i>0</i>		<i>0</i>	<i>6</i>	<i>Start H2O Displacement w/2% KCL</i>
<i>5:40</i>	<i>300</i>		<i>60</i>	<i>5</i>	<i>List Pressure</i>
<i>5:42</i>	<i>600</i>		<i>70</i>	<i>4</i>	<i>Slow Rate - Stop Rotating</i>
<i>5:45</i>	<i>1500</i>		<i>80.5</i>	<i>4</i>	<i>Plug Down - Held</i>
					<i>Sub Complete</i>
					<i>Thanks, Steve</i>
					<i>6/4</i>
					<i>Plug RH/m + w/</i>
					<i>Circulation thru job</i>

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KCC WICHITA 40PLZ



**BASIC**  
ENERGY SERVICES  
PRESSURE PUMPING & WIRELINE

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

FIELD SERVICE TICKET  
1718 02510 A

DATE \_\_\_\_\_ TICKET NO. \_\_\_\_\_

DATE OF JOB 9-13-10	DISTRICT A-11	NEW WELL <input checked="" type="checkbox"/>	OLD WELL <input type="checkbox"/>	PROD <input type="checkbox"/>	INJ <input type="checkbox"/>	WDW <input type="checkbox"/>	CUSTOMER ORDER NO.:
CUSTOMER Popp Operations	LEASE Calvin Dumbler						WELL NO. 3
ADDRESS	COUNTY Russell	STATE KS					
CITY	STATE	SERVICE CREW Orlando, Mattel, M Bishop					
AUTHORIZED BY	JOB TYPE: CNW-S/L						
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE AM PM TIME
0733	1						9-11-10 9:00
11703-11703	1					ARRIVED AT JOB	9-11-10 AM PM 1:30
11876-11876	1					START OPERATION	AM PM 5:15
						FINISH OPERATION	AM PM 5:45
						RELEASED	AM PM 6:30
						MILES FROM STATION TO WELL	75

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: [Signature]  
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP107	Econabond	SK	150		
CP103	60/100 PPT	SK	30		
CC105	No-Summit	Lb	30		
CC112	Friction Reducer	Lb	38		
CC124	FLA-322	Lb	38		
CF607	Latch Down Plug & Puffin	ea	1		
CF1051	Hot Oil Seal Shoes	ea	1		
CS1601	Turbolizer	ea	5		
C704	KCL	gal	5		
CC112	Mud Solvent	gal	500		
E100	Pickup mileage	mi	75		
E101	Heavy Equipment Mileage	mi	150		
E113	Bulk N-100	ton	634		
CE304	Depth Charge 3001-4000	ea	1		
CE340	Concrete Service (C...)	SK	200		
CE301	Concrete Service (C...)	ea	1		
CE304	Plus Concrete (C...)	ea	1		
5003	Service Supervisor	ea	1		

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SUB TOTAL 7772.67

CHEMICAL / ACID DATA:			

SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		

SERVICE REPRESENTATIVE [Signature]

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]  
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO. \_\_\_\_\_

# Agreement of Terms and Conditions

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

## Terms:

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

## Taxes:

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

## Special Pricing Provisions:

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

All prices are subject to change without notice.

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

Orders for products of special design, size or materials are not subject to cancellation after processing of such order has begun by BES. Equipment altered, made to Customer's specifications, or requiring special handling, 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 CONCERNING 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 thereto. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS OR OTHERWISE 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 nor 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 royalty 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.