

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

ORIGINAL
RECEIVED

Form ACO-1
June 2009

Form Must Be Typed

Form must be Signed

All blanks must be Filled

CONFIDENTIAL

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

JAN 13 2011

KCC WICHITA

1/12/12

OPERATOR: License # 5205
Name: Mid-Continent Energy Corporation
Address 1: 105 S. Broadway, Suite 360
Address 2: _____
City: Wichita State: KS Zip: 67202 + _____
Contact Person: Jack Buehler
Phone: (316) 265-9501
CONTRACTOR: License # 34233
Name: Maverick Drilling, Inc.
Wellsite Geologist: Ben Landes
Purchaser: SUNOCO

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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 #: _____

<u>10-15-2010</u>	<u>10-22-2010</u>	<u>11-5-2010</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API No. 15 - 185-23642

Spot Description: _____

SE SE SE Sec. 29 Twp. 24 S. R. 13 East West

330 Feet from North / South Line of Section

580 Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE NW SE SW

County: Stafford

Lease Name: KBJ Cattle Co. Well #: 1

Field Name: Centerview

Producing Formation: Arbuckle

Elevation: Ground: 1932 Kelly Bushing: 1941

Total Depth: 4252 Plug Back Total Depth: 4250

Amount of Surface Pipe Set and Cemented at: 266 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: 15000 ppm Fluid volume: 280 bbls

Dewatering method used: settlement

Location of fluid disposal if hauled offsite:

Operator Name: Bob's Oil Service, Inc.

Lease Name: Teichman SWD License #: 32408

Quarter SW Sec. 16 Twp. 22 S. R. 12 East West

County: Stafford Permit #: D-23,722

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: Jack Buehler

Owner/Operator 1-12-2011

KCC Office Use ONLY

- Letter of Confidentiality Received
Date: 1/12/11 - 1/12/12
- Confidential Release Date: _____
- Wireline Log Received
- Geologist Report Received
- UIC Distribution

AKS

UJ 4-5-11

Operator Name: Mid-Continent Energy Corporation Lease Name: KBJ Cattle Co. Well #: 1
 Sec. 29 Twp. 24 S. R. 13 East West County: Stafford

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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 <i>(Attach Additional Sheets)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Anhydrite	850	+1121
Electric Log Run	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Topeka	3115	-1174
Electric Log Submitted Electronically <i>(If no, Submit Copy)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Heebner	3444	-1503
List All E. Logs Run:		Lansing KC	3608	-1667
Compensated Density Neutron, Dual Induction, Sonic.		Miss	3922	-1981
		Viola	3996	-2055
		Arbuckle	4190	-2249

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	12 1/4	8 5/8	23 lb.	266'	60/40 poz	225	
Production Casing	8 5/8	5 1/2	15.5 lb.	4250	AA2 Cement	175 SX	

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	4190 - 4194	Acidized with 250 gal. MCA acid	

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TUBING RECORD:	Size: <u>2 3/8</u>	Set At: <u>4235</u>	Packer At:	Liner Run: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or ENHR. <u>11-20-2010</u>	Producing Method: <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other <i>(Explain)</i> _____			
Estimated Production Per 24 Hours	Oil Bbls. <u>25</u>	Gas Mcf <u>0</u>	Water Bbls. <u>25</u>	Gas-Oil Ratio <u>32</u>

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) (Submit ACO-4)</i> <input type="checkbox"/> Other <i>(Specify)</i> _____	PRODUCTION INTERVAL: <u>4191-4194</u>
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PAGE	CUST NO	INVOICE DATE
1 of 1	1002760	10/19/2010
INVOICE NUMBER		
1718 - 90435416		

Pratt (620) 672-1201
 B MID-CONTINENT ENERGY CORP
 I 105 S BROADWAY ST STE 360
 L WICHITA
 L KS US 67202
 T
 O ATTN:

J LEASE NAME KBJ Cattle Co 1 KCC
 O LOCATION
 B COUNTY Stafford
 S STATE KS
 I JOB DESCRIPTION Cement-New Well Casing/Pi
 T
 E JOB CONTACT

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JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE
40242300	27463		Net - 30 days	11/18/2010

	QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<i>For Service Dates: 10/16/2010 to 10/16/2010</i>				
0040242300				
171802905A Cement-New Well Casing/Pi 10/16/2010 Surface				
60/40 POZ	225.00	EA	8.40	1,890.00 T
Cello-flake	57.00	EA	2.59	147.63 T
Calcium Chloride	582.00	EA	0.74	427.77 T
Wooden Cement Plug 8 5/8"	1.00	EA	112.00	112.00
Unit Mileage Charge-Pickups, Vans & Cars	20.00	HR	2.98	59.50
Heavy Equipment Mileage	40.00	MI	4.90	196.00
Mileage	194.00	MI	1.12	217.28
Depth Charge 0-500'	1.00	HR	700.00	700.00
Blending & Mixing Service Charge	225.00	MI	0.98	220.50
Plug Container Utilization Charge	1.00	EA	175.00	175.00
Supervisor	1.00	HR	122.50	122.50

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	4,268.18
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	179.97
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	4,448.15
DALLAS, TX 75284-1903	MIDLAND, TX 79702		



PAGE	CUST NO	INVOICE DATE
1 of 1	1002760	10/26/2010
INVOICE NUMBER		
1718 - 90440842		

Pratt (620) 672-1201
 B MID-CONTINENT ENERGY CORP
 I 105 S BROADWAY ST STE 360
 L WICHITA
 T KS US 67202
 O ATTN:

J LEASE NAME KBJ Cattle Co 1
 O LOCATION
 B COUNTY Stafford
 S STATE KS
 I JOB DESCRIPTION Cement-New Well Casing/Pi
 T JOB CONTACT
 E

JOB #	EQUIPMENT #	PURCHASE ORDER NO.	TERMS	DUE DATE	
40245025	19905		Net - 30 days	11/25/2010	
		QTY	U of M	UNIT PRICE	INVOICE AMOUNT
For Service Dates: 10/23/2010 to 10/23/2010					KCC JAN 12 2011 CONFIDENTIAL
0040245025					
171802679A Cement-New Well Casing/Pi 10/23/2010 5 1/2" Longstring					
AA2 Cement		175.00	EA	11.90	2,082.49 T
60/40 POZ		50.00	EA	8.40	420.00 T
Cello-flake		44.00	EA	2.59	113.96 T
De-foamer (Powder)		42.00	EA	2.80	117.60 T
Salt (Fine)		797.00	EA	0.35	278.95 T
Cement Friction Reducer		50.00	EA	4.20	210.00 T
Gas-Blok		165.00	EA	3.61	594.83 T
FLA-322		83.00	EA	5.25	435.75 T
Gilsonite		875.00	EA	0.47	410.38 T
Latch Down Plug & Baffle 5 1/2" (Blue)		1.00	EA	280.00	280.00
Auto Fill Float Shoe 5 1/2" (Blue)		1.00	EA	252.00	252.00
Turbolizer 5 1/2" (Blue)		6.00	EA	77.00	462.00
5 1/2" Basket (Blue)		1.00	EA	203.00	203.00
Super Flush II		500.00	EA	1.07	535.50 T
Unit Mileage Charge-Pickups, Vans & Cars		20.00	HR	2.98	59.50
Heavy Equipment Mileage		40.00	MI	4.90	196.00
Proppant and Bulk Delivery Charges		208.00	MI	1.12	232.96
Depth Charge 4001-5000'		1.00	HR	1,764.00	1,764.00
Blending & Mixing Service Charge		225.00	MI	0.98	220.50
Casing Swivel Rental		1.00	EA	140.00	140.00
Plug Container Utilization Charge		1.00	EA	175.00	175.00
Supervisor		1.00	HR	122.50	122.50

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PLEASE REMIT TO:	SEND OTHER CORRESPONDENCE TO:	SUB TOTAL	9,306.92
BASIC ENERGY SERVICES, LP	BASIC ENERGY SERVICES, LP	TAX	379.56
PO BOX 841903	PO BOX 10460	INVOICE TOTAL	9,686.48
DALLAS, TX 75284-1903	MIDLAND, TX 79702		

BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

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FIELD SERVICE TICKET
1718 02679 A

DATE _____ TICKET NO. _____

DATE OF JOB: 10-23-10		DISTRICT: KANSAS		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: M.A. Continent Energy Corp		LEASE: KBJ Cattle Co		WELL NO. 1						
ADDRESS:		COUNTY: Stafford 29-24-13 STATE: KANS								
CITY:		STATE:								
AUTHORIZED BY:		SERVICE CREW: A. Werth, J. Anthony, D. Bishop								
		JOB TYPE: 5 1/2" Long String CW								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
28443 P.U.	1						10-22-10			600
19903-19905	1						10-22-10			900
19831-19862	1						10-23-10			400
							10-23-10			500
							10-23-10			600
						MILES FROM STATION TO WELL: 20-miles				

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)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP105	AA2 cement	SK	175		\$ 2975.00
CP103	60/40 Poz	SK	50		\$ 600.00
CC102	cell FLAKE	lb	44		\$ 162.80
CC106	Defoamer	lb	42		\$ 168.00
CC111	SALT	lb	797		\$ 398.00
CC112	Cement Friction Reducer	lb	50		\$ 300.00
CC115	Gas Block	lb	165		\$ 849.75
CC129	F/A 322	lb	83		\$ 622.50
CC201	Gilsonite	lb	375		\$ 586.25
CF607	Latch down Plug + Baffle 5 1/2 Blue	EA	1		\$ 400.00
CF1251	Auto-fill Float Shoe 5 1/2 Blue	EA	1		\$ 360.00
CF1651	Turbolizer 5 1/2 Blue	EA	6		\$ 660.00
CF1901	5 1/2" Basket Blue	EA	1		\$ 290.00

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SUB TOTAL
DLS

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

CHEMICAL / ACID DATA:

SERVICE REPRESENTATIVE: Allen F. Werth

THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: [Signature]

(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

FIELD SERVICE ORDER NO.



TRILOBITE TESTING, INC

DRILL STEM TEST REPORT

Midcontinent Energy Corp

KBJ Cattle # 1

105 S Broadway Ste 360
Wichita Ks 67202

29-24-13-Stafford-Ks

ATTN: Jack Buehler

Job Ticket: 040371

DST#: 1

Test Start: 2010.10.21 @ 12:57:20

GENERAL INFORMATION:

Formation: **Arbuckle**
Deviated: **No** Whipstock: **ft (KB)**
Time Tool Opened: 15:31:05
Time Test Ended: 21:39:35

Test Type: **Conventional Bottom Hole**
Tester: **Dan Bangle**
Unit No: **38**

Interval: **4124.00 ft (KB) To 4193.00 ft (KB) (TVD)**
Total Depth: **4193.00 ft (KB) (TVD)**
Hole Diameter: **7.88 inches** Hole Condition: **Good**

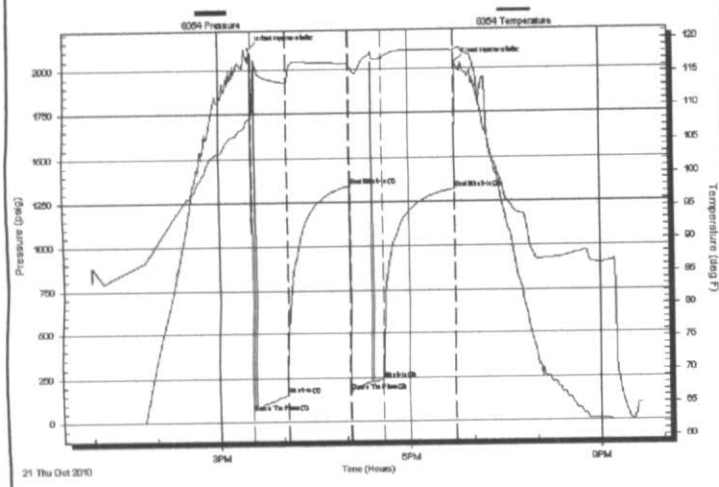
Reference Elevations: **1941.00 ft (KB)**
1931.00 ft (CF)
KB to GR/CF: **10.00 ft**

Serial #: 8354 **Inside**
Press@RunDepth: **240.45 psig @ 4128.00 ft (KB)**
Start Date: **2010.10.21** End Date: **2010.10.21**
Start Time: **12:57:21** End Time: **21:39:35**

Capacity: **8000.00 psig**
Last Calib.: **2010.10.21**
Time On Btm: **2010.10.21 @ 15:29:20**
Time Off Btm: **2010.10.21 @ 18:44:20**

TEST COMMENT: IF-Strong B-B in 11 min
IS-Weak building to 6" then decreasing to no blow in 20 min
FF-Weak building to 4" then decreasing to weak surface blow
FSI-Weak died in 20 min

Pressure vs. Time



PRESSURE SUMMARY

Time (Min.)	Pressure (psig)	Temp (deg F)	Annotation
0	2113.80	108.14	Initial Hydro-static
2	58.17	108.61	Open To Flow (1)
36	154.40	113.78	Shut-In(1)
95	1340.09	116.52	End Shut-In(1)
96	169.96	116.18	Open To Flow (2)
126	240.45	117.24	Shut-In(2)
194	1319.40	118.34	End Shut-In(2)
195	2031.30	118.52	Final Hydro-static

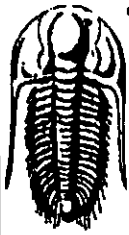
Recovery

Length (ft)	Description	Volume (bbl)
370.00	M&GCO 20%g 60%o 20%m	5.19
170.00	CGsyO	2.38

Gas Rates

Choke (inches)	Pressure (psig)	Gas Rate (Mcf/d)

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**TRILOBITE
TESTING, INC**

DRILL STEM TEST REPORT

FLUID SUMMARY

Midcontinent Energy Corp

KBJ Cattle # 1

105 S Broadway Ste 360
Wichita Ks 67202

29-24-13-Stafford-Ks

Job Ticket: 040371

DST#: 1

ATTN: Jack Buehler

Test Start: 2010.10.21 @ 12:57:20

Mud and Cushion Information

Mud Type: Gel Chem

Cushion Type:

Oil API:

34 deg API

Mud Weight: 9.00 lb/gal

Cushion Length:

ft

Water Salinity:

ppm

Viscosity: 49.00 sec/qt

Cushion Volume:

bbbl

Water Loss: 9.99 in³

Gas Cushion Type:

Resistivity: ohm.m

Gas Cushion Pressure:

psig

Salinity: 7000.00 ppm

Filter Cake: inches

Recovery Information

Recovery Table

Length ft	Description	Volume bbbl
370.00	M&GCO 20%g 60%o 20%m	5.190
170.00	CGsyO	2.385

Total Length: 540.00 ft

Total Volume: 7.575 bbl

Num Fluid Samples: 0

Num Gas Bombs: 0

Serial #:

Laboratory Name:

Laboratory Location:

Recovery Comments:

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Customer <i>Mid Continent Energy</i>	Lease No.	Date <i>10-16-10</i>	
Lease <i>KBS Cattle Co.</i>	Well # <i>1</i>		
Field Order # <i>2705</i>	Station <i>Pratt</i>	Casing <i>8 5/8</i>	Depth <i>267</i>
Type Job <i>CNW - Surface</i>	Formation	County <i>Stafford</i>	State <i>KS</i>
		Legal Description <i>29-24-13</i>	

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP
<i>8 5/8</i>				<i>60/40 P02</i>			
Depth <i>267</i>	Depth	From	To	Pre Pad <i>1.214-1d</i>	Max		5 Min.
Volume <i>7</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>352</i>	Packer Depth	From	To	Flush <i>4 16</i>	Gas Volume		Total Load

Customer Representative	Station Manager <i>Steve</i>	Treater <i>Steve Orlando</i>
Service Units <i>27223 2746 17826 17860</i>		
Driver Names <i>Delano Venter McBrown</i>		

Time	Casing Pressure	Tubing Pressure	Bbbs. Pumped	Rate	Service Log
<i>10:00pm</i>					<i>On location - Safety Meeting</i>
					<i>Run 7Jts 8 5/8 Surface</i>
					<i>Casing on Bottom</i>
					<i>Break Circ. w/Rig</i>
<i>12:05</i>	<i>250</i>			<i>4</i>	<i>H2O Ahead</i>
<i>12:06</i>	<i>200</i>		<i>48.5</i>	<i>4</i>	<i>Mix 225 lbs 60/40 P02</i>
					<i>Shut Down - Release Plug</i>
<i>12:25</i>	<i>0</i>		<i>0</i>	<i>4</i>	<i>Start H2O Displacement</i>
<i>12:28</i>	<i>200</i>		<i>10</i>	<i>4</i>	<i>Circulate TO Surface</i>
<i>12:30pm</i>	<i>250</i>		<i>16</i>	<i>4</i>	<i>Shut Down - Displacement Complete</i>
					<i>circulated 6 bbl Topit</i>
					<i>Job Complete.</i>
					<i>Thank, Steve</i>

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BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

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FIELD SERVICE TICKET
1718 02905 A

DATE _____ TICKET NO. _____

DATE OF JOB: 10-16-10 DISTRICT: Pratt		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: Mid-Continent Energy Corp.		LEASE: KBJ Cattle Co WELL NO.: 1							
ADDRESS:		COUNTY: Stafford STATE: KS							
CITY: STATE:		SERVICE CREW: Orlando, Vaatch, M. Mcbraw							
AUTHORIZED BY:		JOB TYPE: CNW-Surface							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
27283	1/2						10-15-10	PM	8:30
27463	1/2					ARRIVED AT JOB	10-15-10	AM	16:00
19826-19860	1/2					START OPERATION	10-16-10	AM	12:00
						FINISH OPERATION		PM	12:30
						RELEASED		AM	1:00
						MILES FROM STATION TO WELL			20 mi

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: Terry J. Cummins
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP103	60/40 P02	SK	225		2700.00
CC102	Cell Flare	Lb	57		210.90
CC109	Calcium Chloride	Lb	582		611.10
CF153	Wooden Plug 8 5/8"	ea	1		160.00
E100	Pickup mileage	mi	20		85.00
E101	Heavy Equipment Mileage	mi	40		280.00
E113	Bulk Delivery	tm	194		310.40
CE200	Depth Charge 0-500'	ea	1		1000.00
CE240	Cement Service Charge	SK	225		315.00
CE504	Plug Container	ea	1		250.00
S003	Service Supervisor	ea	1		175.00

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CHEMICAL / ACID DATA:			

SUB TOTAL		4268.18
SERVICE & EQUIPMENT	%TAX ON \$	
MATERIALS	%TAX ON \$	
TOTAL		

SERVICE REPRESENTATIVE: <u>Steve Orlando</u>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <u>Terry J. Cummins</u> (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.

Customer <i>M.O. Continent Energy Corp</i>		Lease No. <i>KBJ Cattle Co.</i>		Date <i>10-23-10</i>	
Lease <i>02679A</i>		Well # <i>1</i>			
Field Order # <i>02679A</i>	Station <i>Pratt KS</i>	Casing <i>5 1/2"</i>	Depth <i>4251</i>	County <i>Stafford</i>	State <i>KS</i>
Type Job <i>5 1/2" Long String</i>	Formation <i>CNW</i>	TD <i>4253</i>		Legal Description <i>29-24-13</i>	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size <i>5 1/2"</i>	Tubing Size	Shots/Ft	<i>1755 Ks</i>	Acid	<i>AA-2</i>	RATE	PRESS	ISIP
Depth <i>4251</i>	Depth	From	To	Pre Pad	<i>50 SKS 60/40 Poz Plus RAT Hole + Mouse Hole</i>	Max		5 Min.
Volume <i>18 1/2</i>	Volume	From	To	Pad		Min		10 Min.
Max Press <i>1500</i>	Max Press	From	To	Frac	<i>500 gal super flush II</i>	Avg		15 Min.
Well Connection <i>PC</i>	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth <i>4251</i>	Packer Depth	From	To	Flush	<i>Disp H₂O</i>	Gas Volume		Total Load

Customer Representative <i>Jeff Burke</i>				Station Manager <i>Scotty</i>				Treater <i>Allen F. Worth</i>			
Service Units	<i>28443</i>	<i>19903</i>	<i>19905</i>	<i>19831</i>	<i>19862</i>						
Driver Names	<i>A. Werth</i>	<i>James</i>	<i>Anthony</i>	<i>Daryl</i>	<i>Bishop</i>						

Time	Casing Pressure	Tubing Pressure	Bbbls. Pumped	Rate	Service Log
<i>9:00 pm 10-22-10</i>					<i>on Log. Discuss Safety, Setup, Plan Job</i>
					<i>Rig laying down Drill pipe.</i>
					<i>out of Hole, lay down Kelly, Rig up to Run</i>
					<i>5 1/2" casing. 17 #</i>
<i>12:00 AM 10-23-10</i>					<i>Start casing. S.J: 13.84 w/ F.S. +</i>
					<i>L.O. Baffle in collar cent. 1-2-4-9-12-16</i>
					<i>BASKET ON TOP OF #3.</i>
<i>745</i>					<i>Tag Bottom Pickup 1' + CIR w/ Rig.</i>
<i>400</i>	<i>200#</i>		<i>5</i>	<i>5</i>	<i>Pump 5 BBL H₂O spacer</i>
			<i>12</i>	<i>5</i>	<i>Pump 12 BBL superflush II</i>
			<i>5</i>	<i>5</i>	<i>Pump 5 BBL H₂O spacer</i>
				<i>5</i>	<i>mix + Pump 1755 Ks AA-2 @ 15.3 #/gal</i>
			<i>42 1/2</i>		<i>Finish mix, washout Pump + Line</i>
<i>422</i>				<i>7</i>	<i>Drop Latch Down Plug + Start Disp.</i>
				<i>5</i>	<i>caught Lift PST w/ 71 BBL out</i>
<i>439</i>	<i>1500</i>		<i>101</i>	<i>4</i>	<i>Plug down</i>
	<i>0#</i>				<i>Release PST. 0#</i>
					<i>Plug RAT Hole w/ 30 SKS 60/40 Poz</i>
					<i>Plug Mouse Hole w/ 20 SKS 60/40 Poz</i>
					<i>washup + Ruckup.</i>
<i>600</i>					<i>Job complete</i>
					<i>thanks Allen James Daryl</i>

RECEIVED
FEB 10 2011

KCC WICHITA



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

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

CONFIDENTIAL

FIELD SERVICE TICKET
1718 02679 A

DATE _____ TICKET NO. _____

DATE OF JOB <u>10-23-10</u> DISTRICT <u>KANSAS</u>		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 <u>M.A. Continent Energy Corp</u>		LEASE <u>KBJ Cattle Co</u> WELL NO. <u>#1</u>							
ADDRESS		COUNTY <u>St. Fford 29-24-13</u> STATE <u>KANS.</u>							
CITY STATE		SERVICE CREW <u>A. Werth, J. Anthony, D. Bishop</u>							
AUTHORIZED BY		JOB TYPE: <u>5 1/2" Long String</u> <u>CNW</u>							
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	TIME
<u>28443 P.U.</u>	<u>1</u>					<u>10-22-10</u>	<u>10-22-10</u>	<u>AM</u>	<u>600</u>
<u>19903-19905</u>	<u>1</u>					ARRIVED AT JOB	<u>10-22-10</u>	<u>AM</u>	<u>900</u>
<u>19831-19862</u>	<u>1</u>					START OPERATION	<u>10-23-10</u>	<u>AM</u>	<u>400</u>
						FINISH OPERATION	<u>10-23-10</u>	<u>AM</u>	<u>500</u>
						RELEASED	<u>10-23-10</u>	<u>AM</u>	<u>600</u>
						MILES FROM STATION TO WELL	<u>20-miles</u>		

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)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP105	AA2 cement	SK	175		\$ 2975.00
CP103	60/40 P02	SK	50		\$ 600.00
CC102	cell FLAKE	lb	44		\$ 162.80
CC106	Defoamer	lb	42		\$ 168.00
CC111	SALT	lb	797		\$ 398.00
CC112	Cement Friction Reducer	lb	50		\$ 300.00
CC115	Gas Block	lb	165		\$ 849.75
CC129	FIA-322	lb	83		\$ 622.50
CC201	Gilsonite	lb	87.5		\$ 586.25
CF607	Latch down Plug + Baffle 5 1/2" Blue	EA	1		\$ 400.00
CF1251	Auto fill Float Shoe 5 1/2" Blue	EA	1		\$ 360.00
CF1651	Turbolizer 5 1/2" Blue	EA	6		\$ 660.00
CF1901	5 1/2" Basket Blue	EA	1		\$ 290.00

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FEB 10 2011

KCC WICHITA

SUB TOTAL
DLS

CHEMICAL / ACID DATA:			

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

SERVICE REPRESENTATIVE <u>Allen F. Werth</u>	THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: <u>[Signature]</u> (WELL OWNER OPERATOR CONTRACTOR OR AGENT)
--	---

FIELD SERVICE ORDER NO. _____

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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.

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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 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 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.