



GREAT PLAINS OILFIELD RENTAL, L.L.C. RENTAL AND SERVICE AGREEMENT¹

1.0 AGREEMENT

1.1 In the absence of a duly executed master service agreement or other similar agreement by and between Great Plains Oilfield Rental, L.L.C. ("Contractor") and the entity designated as the "Bill To" in the applicable work order or field ticket ("Operator"), any Work provided by Contractor at the request of Operator shall be subject to and governed by this Rental and Service Agreement (this "Agreement"). This Agreement does not obligate Operator to order Work from Contractor nor does it obligate Contractor to accept such Work.

1.2 This Agreement shall remain in effect until terminated by giving the other party ten (10) days written notice; provided, however, that this Agreement will govern any Work to be performed or Work in progress at the time of termination, and such termination shall not affect any rights or obligations, which expressly or by their nature survive termination, including without limitation, payment obligations and obligations set forth in Sections 5.0 and 6.0 herein.

2.0 DEFINITIONS

2.1 "Operator Group" means Operator, its parent, subsidiaries and affiliates, its and their contractors and subcontractors (other than Contractor and members of Contractor Group), all and any owners and other operators, Operator's joint venturers, co-lessees, non-operating working interest owners, and its and their respective affiliates, officers, directors and employees, but does not include invitees and licensees of Operator.

2.2 "Contractor Group" means Contractor, its parent, subsidiaries and affiliates, its and their contractors and subcontractors, and its and their respective affiliates, officers, directors and employees, but does not include invitees and licensees of Contractor.

2.3 "Work" means all products, equipment, tools, materials and services furnished by Contractor under this Agreement, accepted bids and proposals, any work order and approved work ticket. Unless agreed to by the parties in writing, the Work does not include any professional, consulting or engineering services.

2.4 For purposes of the Loss, Indemnity, Release of Liability, and Allocation of Risk Obligations stated in Sections 5.1 through 5.7 of this Agreement, **"REGARDLESS OF FAULT"** means **WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, THEREOF, OF ANY CLAIM, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, PASSIVE, GROSS, OR OTHERWISE), STRICT LIABILITY, PREMISES LIABILITY, PRODUCT LIABILITY, MISREPRESENTATION, FRAUD, WILLFUL MISCONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE, OR OTHER FAULT OF ANY PARTY INCLUDING ANY MEMBER OF THE RELEASED OR INDEMNIFIED PARTY, INVITEES AND LICENSEES, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING OR DEFECTIVE CONDITION OF A PARTY'S EQUIPMENT, OR MATERIALS, INCLUDING BUT NOT LIMITED TO FLUIDS, ADDITIVES, CEMENT, CHEMICALS, PROPPANTS OR OTHER PRODUCTS USED BY CONTRACTOR IN THE PERFORMANCE OF THE WORK.**

3.0 PAYMENT FOR WORK

Unless otherwise agreed by Contractor and Operator in writing, Contractor's then-current price book prices and applicable taxes will be applied to all Work performed under this Agreement. If it becomes necessary for Contractor to sub-rent equipment from third parties at a higher rate than Contractor's then-current price book prices, Operator shall pay such third party's published rate, plus additional costs and charges incurred by Contractor as a result of the rental of such third party equipment. Contractor will keep adequate records of transactions and costs for a period of two years after completion of the Work. With respect to Contractor's rental equipment, rental charges commence when such rental equipment leaves Contractor's location and continue until such rental equipment is returned to Contractor's location and is accepted by an authorized Contractor representative. Unless an alternative term of payment is provided in the applicable work order or field ticket, all invoices submitted to Operator are payable within 30 days of receipt, irrespective of any claims, demands, set offs, defenses, actions, suits or proceedings that Operator may have against Contractor or any third party, including without limitation, Contractor's failure to comply with Operator's internal field ticket validation or similar procedures. In the event Operator disputes any amount in good faith, it shall notify Contractor of such dispute within 15 days of receipt of the invoice and shall pay any undisputed amount of the invoice within 30 days of receipt. Any sums (including amounts ultimately paid with respect to a disputed invoice) not paid within the above specified days shall bear interest at the rate of 1.5% or the maximum legal rate, whichever is less, per month from the due date until paid. In the event that Operator fails to pay an invoice when due or Operator is otherwise in default hereunder, Contractor may terminate any outstanding Work upon notice to Operator and, in addition, shall have all available remedies to collect amounts due hereunder.

4.0 PERFORMANCE OF THE WORK AND OPERATOR RESPONSIBILITIES

4.1 All Work shall be performed in a good and workmanlike manner in conformity with this Agreement and in accordance with good oilfield practices. CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except as expressly provided otherwise herein, as Operator's exclusive remedy for Contractor's failure to perform, Contractor shall re-perform the Work, but only so long as Operator has notified Contractor in writing of a performance deficiency within 30 days after completion of the Work. With respect to Contractor's rental equipment, if such equipment fails to operate in accordance with the specifications set forth in the applicable work order or is otherwise inoperable, and such failure or inoperability is not a result of Operator Group's abuse, misuse or neglect, then as Operator's exclusive remedy and Contractor's sole obligation, Contractor shall promptly repair or replace such equipment at Contractor's sole risk and expense and shall waive all rental payments during the period of such nonconformance.

4.2 In the performance of the Work, Contractor is an independent contractor and nothing herein shall be construed as creating the relationship of principal and agent, or employer or employee, between Operator and Contractor or between Operator and Contractor's agents or employees. Contractor shall have the exclusive right to control the operational details, method and manner in which the Work is performed.

¹ THIS AGREEMENT CONTAIN PROVISIONS RELATING TO RESPONSIBILITY FOR LOSS, INDEMNITY, RELEASE OF LIABILITY, AND ALLOCATION OF RISK, "REGARDLESS OF FAULT". SEE SECTIONS 2.4 AND 5.1 TO 5.7.

4.3 Operator will prepare and provide a sound location. Operator will (i) furnish all wellhead control devices, which are of a proper pressure rating and constructed of proper materials as defined by the American Petroleum Institute (A.P.I.) guidelines, except to the extent Contractor has agreed to provide any wellhead device, (ii) furnish at its expense equipment to move Contractor personnel, machinery or equipment over access roads or on the location, where necessary, (iii) maintain the road and location to allow free access and movement and reimburse Contractor for damages caused by an improperly maintained access road or location, (iv) furnish all materials and equipment that Operator has agreed to provide, and (v) provide all professional, engineering, design and consulting services necessary to facilitate Contractor's performance of the Work.

5.0 RESPONSIBILITY FOR LOSS, INDEMNITY, RELEASE OF LIABILITY, AND ALLOCATION OF RISK

5.1 CONTRACTOR DUTY: EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, CONTRACTOR SHALL RELEASE, PROTECT, DEFEND AND INDEMNIFY OPERATOR GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE WORK IN FAVOR OF ANY MEMBER OF THE CONTRACTOR GROUP AND THEIR INVITEES AND LICENSEES ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CONTRACTOR GROUP AND THEIR INVITEES AND LICENSEES, "REGARDLESS OF FAULT".

5.2 OPERATOR DUTY: EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, OPERATOR SHALL RELEASE, PROTECT, DEFEND AND INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE WORK IN FAVOR OF ANY MEMBER OF OPERATOR GROUP AND THEIR INVITEES AND LICENSEES ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF OPERATOR GROUP AND THEIR INVITEES AND LICENSEES, "REGARDLESS OF FAULT".

5.3 OPERATOR RISK: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, OPERATOR SHALL ASSUME LIABILITY AND BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO CONTRACTOR GROUP'S TOOLS, EQUIPMENT, OR OTHER PROPERTY THAT (I) OCCURS WHILE IN TRANSIT BY OPERATOR-SUPPLIED TRANSPORTATION, (II) OCCURS WHILE IN THE CUSTODY AND CONTROL OF OPERATOR GROUP, (III) OCCURS WHILE IN THE HOLE, (IV) IS CAUSED BY CORROSION OR ABRASIONS, OR (V) RESULTS FROM CONDITIONS, OBSTRUCTIONS, SHIFTING OR CRATERING OF THE SURFACE OR SUBSURFACE (INCLUDING ACCESS ROUTES TO LOCATION), "REGARDLESS OF FAULT". OPERATOR SHALL (A) PAY CONTRACTOR THE ACTUAL REPLACEMENT VALUE OF NEW TOOLS, EQUIPMENT OR OTHER PROPERTY OF LIKE QUALITY, (B) BE RESPONSIBLE FOR THE COST OF REMOVAL OF WRECK AND DEBRIS AND RECOVERY OF DOWNHOLE TOOLS, EQUIPMENT AND OTHER PROPERTY, AND (C) SHALL REMAIN RESPONSIBLE FOR ANY APPLICABLE RENTAL PAYMENTS FOR SUCH TOOLS, EQUIPMENT OR OTHER PROPERTY UNTIL A REPLACEMENT IS OBTAINED BY CONTRACTOR, "REGARDLESS OF FAULT".

5.4 OPERATOR RISK: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, OPERATOR SHALL ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL RELEASE, PROTECT, DEFEND, AND INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER, ARISING OUT OF OR RELATING TO ANY OF THE FOLLOWING EVENTS: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE OR EQUIPMENT OR STRUCTURE BENEATH THE SURFACE OF THE LAND, (II) LOSS OR DAMAGE TO A HOLE(S) OR WELL(S), INCLUDING THE CASING THEREIN AND THE COST OF RE-DRILL (III) INJURY TO, DESTRUCTION OF OR LOSS OR IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, (IV) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK AND DEBRIS, RESTORATION AND REMEDIATION OF ENVIRONMENTAL DAMAGE, AND (V) ABOVE SURFACE OR SUBSURFACE TRESPASS, "REGARDLESS OF FAULT".

5.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR GROUP SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE OF MACHINERY, EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES FURNISHED BY OPERATOR, OR ANY FLUIDS, ADDITIVES, CHEMICALS OR PROPPANTS REQUESTED OR REQUIRED BY OPERATOR TO BE USED IN THE WORK (WHETHER OR NOT PROCURED BY CONTRACTOR AT THE REQUEST OF OPERATOR) IN LIEU OF OR IN ADDITION TO CONTRACTOR'S STANDARD FLUIDS, ADDITIVES, CHEMICALS OR PROPPANTS, AND OPERATOR SHALL RELEASE CONTRACTOR GROUP FROM AND SHALL PROTECT, DEFEND AND INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES ARISING IN CONNECTION WITH SUCH USE OF MACHINERY, EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES FURNISHED BY OPERATOR, OR FLUIDS, ADDITIVES, CHEMICALS OR PROPPANTS REQUESTED OR REQUIRED BY OPERATOR TO BE USED IN LIEU OF OR IN ADDITION TO CONTRACTOR'S STANDARD FLUIDS, ADDITIVES, CHEMICALS OR PROPPANTS, "REGARDLESS OF FAULT".

5.6 POLLUTION: CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND AND INDEMNIFY OPERATOR GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER ARISING FROM, POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND DIRECTLY FROM CONTRACTOR GROUP'S EQUIPMENT WHILE SUCH EQUIPMENT IS SOLELY IN CONTRACTOR GROUP'S CUSTODY AND CONTROL, "REGARDLESS OF FAULT". OPERATOR SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND AND INDEMNIFY CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER ARISING DIRECTLY OR INDIRECTLY FROM, ALL OTHER POLLUTION OR CONTAMINATION INCLUDING, BUT NOT LIMITED TO, PRE-EXISTING POLLUTION AND POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS, OR OTHER SUBSTANCE, AS WELL AS THE USE OR DISPOSITION OF ALL DRILLING FLUIDS AND MATERIALS, "REGARDLESS OF FAULT".

5.7 CONSEQUENTIAL DAMAGES: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, OPERATOR AND CONTRACTOR SHALL BE LIABLE FOR ITS OWN INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTIONS, LOSS OF PROFIT, LOSS OF REVENUES, AND PRODUCTION LOSS, HOWEVER CAUSED, "REGARDLESS OF FAULT". CONTRACTOR SHALL RELEASE, DEFEND, PROTECT, AND INDEMNIFY OPERATOR GROUP AND EACH OF THEIR EQUIPMENT MANUFACTURERS AND SUPPLIERS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY ANY MEMBER OF CONTRACTOR GROUP "REGARDLESS OF FAULT". OPERATOR SHALL RELEASE, DEFEND, PROTECT, AND INDEMNIFY CONTRACTOR GROUP AND EACH OF THEIR EQUIPMENT MANUFACTURERS AND SUPPLIERS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES AND EXPENSES OF EVERY KIND AND CHARACTER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY ANY MEMBER OF OPERATOR GROUP "REGARDLESS OF FAULT".

5.8 OPERATOR AND CONTRACTOR AGREE TO OBTAIN AND SUPPORT THE DEFENSE AND INDEMNITY OBLIGATIONS ASSUMED IN SECTION 5.0 OF THIS AGREEMENT WITH LIABILITY INSURANCE AS DESCRIBED IN SECTION 6.0. SUCH INSURANCE SHALL SUPPORT,

BUT NOT LIMIT THE INDEMNITY OBLIGATIONS ASSUMED BY THE PARTIES EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. IF IT IS JUDICIALLY DETERMINED THAT THE MONETARY LIMITS OF INSURANCE REQUIRED UNDER SECTION 6.0 OR OF THE INDEMNITIES VOLUNTARILY ASSUMED UNDER SECTION 5.0 EXCEED THE MAXIMUM LIMITS PERMITTED UNDER APPLICABLE LAW, SAID INSURANCE REQUIREMENTS OR INDEMNITIES SHALL AUTOMATICALLY BE AMENDED TO CONFORM TO THE MAXIMUM MONETARY LIMITS PERMITTED UNDER SUCH LAW.

5.9 IT IS AGREED THAT THE DEFENSE, RELEASE, INDEMNITY AND RISK ALLOCATION OBLIGATIONS STATED IN SECTION 5.0 HEREIN ARE ORIGINAL AND INDEPENDENT COVENANTS AND OBLIGATIONS OF CONTRACTOR AND OPERATOR AND ARE APPLICABLE AND CONTROLLING, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT. THE DEFENSE OBLIGATION ASSUMED HEREUNDER SHALL BE SEPARATE AND DISTINCT FROM AND IN ADDITION TO ANY INDEMNITY OBLIGATION OR MONETARY LIMIT OF INDEMNITY.

6.0 INSURANCE

6.1 Contractor and Operator each agree, at their own expense, to maintain the following insurance with reputable insurance companies authorized to do business in the state where the Work is to be performed, or through an approved self-insurance program: (a) Workers Compensation Insurance complying with applicable state laws and Employers Liability Insurance in the amount of \$1,000,000 covering its employees working under this Agreement; (b) Commercial General Liability Insurance, including broad form contractual liability coverage for its contractual obligations covered in this Agreement (including "Actions Over" coverage, Products and Completed operations coverage, sudden and accidental pollution, and a severability of interests clause), in the amount of \$2,000,000 combined single limit per occurrence; (c) Automobile Liability Insurance in the amount of \$2,000,000 combined single limit for Bodily Injury and Property Damage, including coverage for all owned, hired, and non-owned vehicles; and (d) Excess Liability Insurance over that required in (a), (b), and (c) in the amount of \$5,000,000 each occurrence and in the aggregate, specifically including contractual liability coverage for the risks, obligations and indemnity obligations expressly assumed by the party under this Agreement.

6.2 To the extent of the risks and liabilities expressly assumed under this Agreement, each party shall cause its insurers: (i) to waive all rights of subrogation against the other party and its Group and their respective underwriters and insurers and (ii) to name the other party as an additional insured (except for Workers Compensation coverage). To the extent of the risks and liabilities expressly assumed under this Agreement, a party's insurance provided under this Agreement shall be primary and non-contributory. All premiums, deductibles and self-insured amounts shall be at the sole cost and expense of the Named Insured.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma without regard to any choice of law or conflicts of law provisions, and venue shall lie exclusively in Oklahoma County, Oklahoma.

8. FORCE MAJEURE

Neither Operator nor Contractor shall be responsible to the other for any delay, damage or failure caused by a Force Majeure event, except for the duties to make payments when due and the obligations under Sections 5.0 and 6.0. As used in this Agreement, "Force Majeure" includes, without limitation, acts of God, action of the elements, wars or civil strife, piracy, or hostile action, terrorist acts, strikes, differences with workman, federal or state laws, rules, regulations, dispositions or orders of any governmental authorities, acute and unusual labor, material or equipment shortages, or any other causes (except financial) beyond the control of the party claiming the occurrence of a Force Majeure event.

9. CONFIDENTIALTY

Any and all non-public information, data, process, reports and records provided shall be the sole confidential property of the disclosing party and shall not be shared, exhibited, nor the contents divulged by the receiving party or its Group without prior written consent, except that in the event the receiving party is requested to disclose, in a legal proceeding, any confidential information, the receiving party shall provide prompt notice of such request and give the other party an opportunity to review, comment and, if deemed necessary, seek protective relief prior to disclosure.

10. ADDITIONAL RENTAL TERMS

Operator agrees to afford Contractor access to Contractor's rental equipment at all reasonable times for the purposes of inspection, or in the case of Operator's default, repossession. Operator shall not assign this Agreement nor sub-rent or otherwise loan Contractor's rental equipment without Contractor's written consent. Notwithstanding any permitted assignment or sub-rental, Operator shall remain primarily responsible for its obligations under this agreement.

11. GENERAL

11.1 As allowed by the Louisiana Workers' Compensation Act, Operator shall be considered the statutory employer of all employees of Contractor, Contractor's subcontractors or agents; provided, however, services performed by Contractor, Contractor's subcontractors or agents for Operator are an integral part of or essential to Operator's ability to perform its operations as an oil and gas operator.

11.2 This Agreement constitute the parties' entire agreement with respect to the subject matter hereof. All prior negotiations, representations, understandings and agreements concerning this Agreement, the Work and its subject matter are superseded by this Agreement. This Agreement shall prevail in the event of a conflict with the terms, conditions, or requirements of any work orders, proposals, bid documents, purchase orders, or other agreements, oral or written, entered into between the parties. No amendment or modification of this Agreement shall be effective unless in writing and signed by an authorized representative of Operator and Contractor. Neither party's rights and obligations may be assigned without the prior written consent of the other party.