
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): January 28, 2013

DIAMONDBACK ENERGY, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35700
(Commission
File Number)

45-4502447
(I.R.S. Employer
Identification Number)

**500 West Texas
Suite 1225
Midland, Texas**
(Address of principal executive offices)

79701
(Zip code)

(432) 221-7400
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
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Item 1.01. Entry into a Material Definitive Agreement.

On January 28, 2013, Diamondback E&P LLC (“Diamondback E&P”), a wholly-owned subsidiary of Diamondback Energy, Inc. (“Diamondback Energy”), entered into a Master Drilling Agreement (the “Drilling Agreement”) and a Master Field Services Agreement (the “Field Services Agreement” and, together with the Drilling Agreement, the “Services Agreements”), each effective as of January 1, 2013, with Bison Drilling and Field Services LLC (“Bison”). Under the Drilling Agreement, Bison committed to accept orders from Diamondback E&P for the use of two rigs for vertical wells owned by Bison and located in the Permian Basin of West Texas; provided, however, that Diamondback E&P may require from time-to-time, in its sole discretion, that one of the rigs be for horizontal wells. Under the Field Services Agreement, Diamondback E&P may order certain field services and/or purchase or lease goods, equipment or facilities from Bison, in each case to be defined in a separate order, in connection with the exploration for oil and natural gas, provided, however, that Diamondback E&P is not obligated to place, and Bison is not obligated to accept, orders for such services or goods. Each Services Agreement is terminable by either party on 30 days’ prior written notice, although neither party will be relieved of its respective obligations arising from a drilling contract or an accepted order, as the case may be, being performed prior to the termination of such Services Agreement. Bison had been performing drilling and field services for Diamondback Energy under prior master drilling and field services agreements, which have been replaced by the Services Agreements. Bison is owned by Gulfport Energy Corporation (“Gulfport”) and various entities controlled by Wexford Capital LP (“Wexford”). As of December 11, 2012, Gulfport and affiliates of Wexford beneficially owned approximately 21.4% and 44.4%, respectively, of Diamondback Energy’s outstanding common stock.

Further, on January 28, 2013, Diamondback E&P entered into an amendment to an existing employment agreement with each of Travis D. Stice, Diamondback Energy’s Chief Executive Officer, Teresa L. Dick, Diamondback Energy’s Senior Vice President and Chief Financial Officer, and Jeff White, Diamondback Energy’s Vice President—Operations. Each amendment provides that the annual base salary of such executive officer (which was a fixed amount in each existing employment agreement) can now be increased or decreased from time to time, but not decreased below the original base salary for such executive officer, by the compensation committee (the “Compensation Committee”) of Diamondback Energy’s Board of Directors. In addition, Mr. Stice’s employment agreement was amended to provide that he is eligible to receive a target annual bonus of 100% of his base salary upon achievement of his performance goals, that he will receive a minimum annual bonus of 66% of his base salary and that he will be eligible to receive an annual bonus of up to 133% of his base salary upon achievement of his performance goals. For 2013, the Compensation Committee set Mr. Stice’s base salary at \$400,000. Each amendment was recommended and approved by the Compensation Committee.

The preceding summaries of the above-referenced agreements are qualified in their entirety by reference to the full text of such agreements, copies of which are attached as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, to this Current Report on Form 8-K and the contents thereof are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

<u>Number</u>	<u>Exhibit</u>
10.1	Master Drilling Agreement, effective as of January 1, 2013, by and between Diamondback E&P LLC and Bison Drilling and Field Services LLC.
10.2	Master Field Services Agreement, effective as of January 1, 2013, by and between Diamondback E&P LLC and Bison Drilling and Field Services LLC.
10.3+	First Amendment effective as of January 1, 2013 to the Amended and Restated Employment Agreement dated as of August 20, 2012 by and between Travis Stice and Windsor Permian LLC, as subsequently assigned to Diamondback E&P LLC.
10.4+	First Amendment effective as of January 1, 2013 to the Amended and Restated Employment Agreement dated as of August 20, 2012 by and between Teresa Dick and Windsor Permian LLC, as subsequently assigned to Diamondback E&P LLC.
10.5+	First Amendment effective as of January 1, 2013 to the Amended and Restated Employment Agreement dated as of August 20, 2012 by and between Jeff White and Windsor Permian LLC, as subsequently assigned to Diamondback E&P LLC.

+ Management contract, compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DIAMONDBACK ENERGY, INC.

Date: January 31, 2013

By: /s/ Teresa L. Dick

Teresa L. Dick

Senior Vice President and Chief Financial Officer

Exhibit Index

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+ Management contract, compensatory plan or arrangement.

MASTER DRILLING AGREEMENT

THIS MASTER DRILLING AGREEMENT (this "Agreement") is made and entered into to be effective as of the 1st day of January 2013, by and between DIAMONDBACK E&P LLC ("Operator") and BISON DRILLING AND FIELD SERVICES LLC ("Contractor").

RECITALS:

A. Contractor is the owner of certain drilling rigs located in the Permian Basin (referred to as the "Rigs"); and

B. Subject to the limitations provided in paragraph 4 below, Operator desires to use the Rigs in connection with Contractor's exploration for oil and gas in the Permian Basin and as provided herein, and Contractor desires to provide Rigs for such purposes.

NOW, THEREFORE, in consideration of the premises, covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator and Contractor hereby agree as follows:

1. Form of Drilling Agreement. The terms and conditions pursuant to which each of the Rigs shall be used and operated shall be as set forth in the Drilling Bid Proposal and Daywork Drilling Contract (i) attached hereto as Exhibit "A" for a vertical well and (ii) attached hereto as Exhibit "B" for a horizontal well (in either event, the "Drilling Contract"). A separate Drilling Contract shall be deemed to apply to each well drilled under this Agreement.

2. Term. This Agreement may be terminated at the option of either party by giving the other party written notice to that effect, which termination shall become effective thirty (30) calendar days after the giving of such written notice; however, neither party hereto shall, by the termination of this Agreement, be relieved of its respective obligations arising from or incident to a Drilling Contract then in effect hereunder and not yet fully performed at or prior to the time the termination of this Agreement becomes effective.

3. Purchase of Services. This Agreement and the applicable Drilling Contract shall control and govern any and all use of the Rigs by Contractor for Operator (the "Drilling Services"). Drilling Services will be as requested by Operator to Contractor and will be defined by separate orders (either verbal or written) from Operator to Contractor (each an "Order"). This Agreement and the applicable Drilling Contract shall be deemed to be incorporated in full in every Order effective upon the giving of such Order if verbal or the receipt of such Order by Contractor if written. Operator shall endeavor to provide written confirmation of any oral Orders within ten (10) working days after same are given, but the failure to do so shall not invalidate the Order or the obligations of the parties arising hereunder by reason of such Order.

4. Obligation to Request/Accept Work. Except as otherwise provided in this paragraph 4, Operator shall be obligated to order from Contractor Drilling Services required by Operator within the Permian Basin, and Contractor shall be obligated to provide such Drilling Services to Operator; provided, the requirement of the preceding sentence shall apply only to the extent of two Rigs for vertical wells; provided further, that Operator may require from time-to-time, in its sole discretion, that one of the Rigs be for horizontal wells. The provision of Drilling Services in addition to the foregoing limitation is voluntary with both Operator and Contractor.

For avoidance of doubt, this Agreement does not obligate Operator to issue any Order to Contractor for Drilling Services and it does not obligate Contractor to accept an Order from Operator for Drilling Services if two Rigs are then obligated to perform Drilling Services hereunder and such Drilling Services have not been completed. Further, the parties shall be relieved of the obligation as to the use of a Rig during the period of time when total loss, destruction or breakdown causes the Rig to be unavailable for commencement of operations under a Drilling Contract.

5. Notices. Except as provided otherwise in paragraph 3 above, all notices or other communications hereunder (and the term “notices” as used in this paragraph includes communications) shall be in writing and may be effected by (i) personal delivery, (ii) registered or certified mail, postage prepaid with return receipt requested, (iii) sent and delivered by a nationally recognized overnight delivery service, or (iv) by email with written confirmation promptly thereafter in accordance with clauses (i), (ii) or (iii) or by return email. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party in accordance with this Agreement. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated upon receipt, refusal or as of the first attempted date of delivery if unclaimed; and email notices shall be deemed communicated as of the date of actual receipt; provided, emails not received between the hours of 8:30 a.m. and 5:00 p.m. local time on a date which is not a Saturday, Sunday, or federal or state holiday (business day), shall be deemed received at 8:30 a.m. on the next business day.

If to Operator: Diamondback E&P LLC
500 West Texas, Suite 1210
Midland, Texas 79707
Attention: Travis Stice
Email: tstice@windsorenergy.com

If to Contractor: Bison Drilling and Field Services LLC
11800 HWY 191
Midland, Texas 79707
Attention: Kaes Van't Hof
Email: kvanthof@bisonenergyservices.com

6. Entire Agreement. This Agreement together with the Exhibits hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

7. Assignment. Neither party shall assign this Agreement or a Drilling Contract or any part hereof or thereof, nor shall either party assign or delegate any of its rights or obligations hereunder or thereunder, without the prior written consent of the other. Any purported assignment made without such consent shall be void and of no force and effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, and legal representatives.

8. Amendment. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

9. Waiver. Any of the terms, covenants, representations, warranties, or conditions hereof may be waived only by a written instrument executed by or on behalf of the party hereto waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the performance of such provision or any other provisions hereof.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer governance or construction of such provisions to the laws of another jurisdiction.

11. Execution Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument. All such counterparts together shall constitute for all purposes one agreement.

12. Conflict. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of a Drilling Contract, the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, Operator and Contractor have executed this Agreement as of this 28th day of January, 2013, to be effective as of the day and year first written above.

OPERATOR:

DIAMONDBACK E&P LLC

By: /s/ Travis Stice
Travis Stice
Chief Executive Officer

CONTRACTOR:

BISON DRILLING & FIELD SERVICES LLC

By: /s/ Kaes Van't Hof
Kaes Van't Hof
Chief Executive Officer

EXHIBIT A

[Vertical Well]

NOTE: This form contract is a suggested guide only and use of this form or any variation thereof shall be at the sole discretion and risk of the user parties. Users of the form contract or any portion or variation thereof are encouraged to seek the advice of counsel to ensure that their contract reflects the complete agreement of the parties and applicable law. The International Association of Drilling Contractors disclaims any liability whatsoever for loss or damages which may result from use of the form contract or portions or variations thereof. Computer generated form, reproduced under license from IADC.

Revised April, 2003

**INTERNATIONAL ASSOCIATION OF DRILLING CONTRACTORS
DRILLING BID PROPOSAL
AND
DAYWORK DRILLING CONTRACT—U.S.**

TO: DIAMONDBACK E&P, LLC

Please submit bid on this drilling contract form for performing the work outlined below, upon the terms and for the consideration set forth, with the understanding that if the bid is accepted by DIAMONDBACK E&P, LLC this Instrument will constitute a Contract between us. Your bid should be mailed or delivered not later than P.M. on _____, 20____, to the following address: 500 W TEXAS AVE, STE 1226, MIDLAND TX 79701 .

**THIS CONTRACT CONTAINS PROVISIONS RELATING TO INDEMNITY,
RELEASE OF LIABILITY, AND ALLOCATION OF RISK -
SEE PARAGRAPHS 4.9, 6.3(c), 10,12, AND 14**

This Contract is made and entered into on the date hereinafter set forth by and between the parties herein designated as “Operator” and “Contractor.”

OPERATOR: DIAMONDBACK E&P, LLC
Address: 500 W TEXAS AVE, STE 1225
MIDLAND TX 79701
CONTRACTOR: BISON DRILLING & FIELD SERVICES
Address: 11800 HWY 191
MIDLAND TX 79707

IN CONSIDERATION of the mutual promises, conditions and agreements herein contained and the specifications and special provisions set forth in Exhibit “A” and Exhibit “B” attached hereto and made a part hereof (the “Contract”), Operator engages Contractor as an independent contractor to drill the hereinafter designated well or wells in search of oil or gas on a Daywork Basis.

For purposes hereof, the term “Daywork” or “Daywork Basis” means Contractor shall furnish equipment, labor, and perform services as herein provided, for a specified sum per day under the direction, supervision and control of Operator (inclusive of any employee, agent, consultant or subcontractor engaged by Operator to direct drilling operations). **When operating on a Daywork Basis, Contractor shall be fully paid at the applicable rates of payment and assumes only the obligations and liabilities stated herein. Except for such obligations and liabilities specifically assumed by Contractor, Operator shall be solely responsible and assumes liability for all consequences of operations by both parties while on a Daywork Basis, including results and all other risks or liabilities incurred in or incident to such operations.**

1. LOCATION OF WELL:

Well Name and Number: TO BE DESIGNATED
Parish/ _____ Field _____
County: _____ State: _____ Name: _____
Well location and land description: TO BE DESIGNATED

1.1 Additional Well Locations or Areas: TO BE DESIGNATED

Locations described above are for well and Contract identification only and Contractor assumes no liability whatsoever for a proper survey or location stake on Operator's lease.

2. COMMENCEMENT DATE:

Contractor agrees to use reasonable efforts to commence operations for the drilling of the well by the _____ day of _____, 20____, or

3. DEPTH:

3.1 Well Depth: The well(s) shall be drilled to a depth of approximately 12,500 feet, or to the _____ formation, whichever is deeper, but the Contractor shall not be required hereunder to drill said well(s) below a maximum depth of _____ feet, unless Contractor and Operator mutually agree to drill to a greater depth.

4. DAYWORK RATES:

Contractor shall be paid at the following rates for the work performed hereunder.

4.1 Mobilization: Operator shall pay Contractor a mobilization fee of \$N/A or a mobilization day rate of \$12,400 per day. This sum shall be due and payable in full at the time the rig is rigged up or positioned at the well site ready to spud. Mobilization shall include: OPERATOR TO PAY TRUCKING, CRANES, & MANLIFT IF REQUIRED

4.2 Demobilization: Operator shall pay Contractor a demobilization fee of \$N/A or a demobilization day rate during tear down of \$12,400 per day, provided however that no demobilization fee shall be payable if the Contract is terminated due to the total loss or destruction of the rig. Demobilization shall include:

4.3 Moving Rate: During the time the rig is in transit to or from a drill site, or between drill sites, commencing on SPUD, Operator shall pay Contractor a sum of \$12,400 per twenty-four (24) hour day.

4.4 Operating Day Rate: For work performed per twenty-four (24) hour day with 5 man crew the operating day rate shall be:

Depth Intervals			
From	To	Without Drill Pipe	With Drill Pipe
0	12,500±	\$15,500 per day	\$15,500 per day
_____	_____	_____	_____

Using Operator's drill pipe \$ _____ per day.

The rate will begin when the drilling unit is rigged up at the drilling location, or positioned over the location during marine work, and ready to commence operations; and will cease when the rig and pits are cleaned & wellhead is installed.

If under the above column "With Drill Pipe" no rates are specified, (he rate per twenty-four hour day when drill pipe is in use shall be the applicable rate specified in the column "Without Drill Pipe" plus compensation for any drill pipe actually used at the rates specified below, computed on the basis of the maximum drill pipe in use at any time during each twenty-four hour day.

DRILL PIPE RATE PER 24-HOUR DAY

Straight Hole	Size	Grade	Directional or Uncontrollable Deviated Hole	Size	Grade
\$ _____ per ft.	_____	_____	\$ _____ per ft.	_____	_____
\$ _____ per ft.	_____	_____	\$ _____ per ft.	_____	_____
\$ _____ per ft.	_____	_____	\$ _____ per ft.	_____	_____

Directional or uncontrolled deviated hole will be deemed to exist when deviation exceeds 6 degrees or when the change of angle exceeds 3 degrees per one hundred feet.

Drill pipe shall be considered in use not only when in actual use but also while it is being picked up or laid down. When drill pipe is standing in the derrick, it shall not be considered in use, provided, however, that if Contractor furnishes special strings of drill pipe, drill collars, and handling tools as provided for in Exhibit "A", the same shall be considered in use at all times when on location or until released by Operator. In no event shall fractions of an hour be considered in computing the amount of time drill pipe is in use but such time shall be computed to the nearest hour, with thirty minutes or more being considered a full hour and less than thirty minutes not to be counted.

4.5 Repair Time: In the event it is necessary to shut down Contractor's rig for repairs, excluding routine rig servicing, Contractor shall be allowed compensation at the applicable rate for such shut down time up to a maximum of 4 hours for any one rig repair job, but not to exceed 24 hours of such compensation for any calendar month. Thereafter, Contractor shall be compensated at a rate of \$0 per twenty-four (24) hour day. Routine rig servicing shall include, but not be limited to, cutting and slipping drilling line, changing pump or swivel expendables, testing BOP equipment, lubricating rig, and

4.6 Standby Time Rate: \$11,000 per twenty-four(24) day, Standby time shall be defined to include time when the rig is shut down although in readiness to begin or resume operations but Contractor is waiting on orders of Operator or on materials, services or other items to be furnished by Operator.

4.7 Drilling Fluid Rates: When drilling fluids of a type and characteristic that increases Contractor's cost of performance hereunder, including, but not limited to, oil-based mud or potassium chloride, are in use. Operator shall pay Contractor in addition to the operating rate specified above:

- (a) \$30 per man per day for Contractor's rig-site personnel.
- (b) \$N/A per day additional operating rate; and
- (c) Cost of all labor, material and services plus 24 hours operating rate to clean rig and related equipment.

4.8 Force Majeure Rate: \$12,400 per twenty-four (24) hour day for any continuous period that normal operations are suspended or cannot be carried on due to conditions of Force Majeure as defined in Paragraph 17 hereof. It is, however, understood that subject to Subparagraph 6,3 below, Operator can release the rig in accordance with Operator's right to direct stoppage of the work, effective when conditions will permit the rig to be moved from the location.

4.9 Reimbursable Costs: Operator shall reimburse Contractor for the costs of material, equipment, work or services which are to be furnished by Operator as provided for herein but which for convenience are actually furnished by Contractor at Operator's request, plus 5 percent for such cost of handling. When, at Operator's request and with Contractor's agreement, the Contractor furnishes or subcontracts for certain items or services which Operator is required herein to provide, for purposes of the indemnity and release provisions of this Contract, said items or services shall be deemed to be Operator furnished items or services. Any subcontractors so hired shall be deemed to be Operator's contractor, and Operator shall not be relieved of any of its liabilities in connection therewith.

4.10 Revision In Rates: The rates and/or payments herein set forth due to Contractor from Operator shall be revised to reflect the change in costs if the costs of any of the items hereinafter listed shall vary by more than 15 percent from the costs thereof on the date of this Contract or by the same percent after the date of any revision pursuant to this Subparagraph:

- (a) Labor costs, including all benefits, of Contractor's personnel;
- (b) Contractor's cost of insurance premiums;
- (c) Contractor's cost of fuel, including all taxes and fees; the cost per gallon/MCF being \$;
- (d) Contractor's cost of catering, when applicable;
- (e) If Operator requires Contractor to increase or decrease the number of Contractor's personnel;

(f) Contractor's cost of spare parts and supplies with the understanding that such spare parts and supplies constitute percent of the operating rate and that the parties shall use the U.S. Bureau of Labor Statistics Oil Field and Gas Field Drilling Machinery Producer Price Index (Series ID WPU119102) to determine to what extent a price variance has occurred in said spare parts and supplies;

(g) If there is any change in legislation or regulations in the area in which Contractor is working or other unforeseen, unusual event that alters Contractor's financial burden.

5. TIME OF PAYMENT

Payment is due by Operator to Contractor as follows:

5.1 Payment for mobilization, drilling and other work performed at applicable rates, and all other applicable charges shall be due, upon presentation of invoice therefor, upon completion of mobilization, demobilization, rig release or at the end of the month in which such work was performed or other charges are incurred, whichever shall first occur. All invoices may be mailed to Operator at the address hereinabove shown, unless Operator does hereby designate that such invoices shall be mailed as follows: N/A.

5.2 Disputed Invoices and Late Payment: Operator shall pay all invoices within 45 days after receipt except that if Operator disputes an invoice or any part thereof, Operator shall, within fifteen days after receipt of the invoice, notify Contractor of the item disputed, specifying the reason, therefor, and payment of the disputed item may be withheld until settlement of the dispute, but timely payment shall be made of any undisputed portion. 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 percent or the maximum legal rate, whichever is less, per month from the due date until paid. If Operator does not pay undisputed items within the above stated time, Contractor may suspend operations or terminate this Contract as specified under Subparagraph 6.3.

6. TERM:

6.1 Duration of Contract: This Contract shall remain in full force and effect until drilling operations are completed on the well or wells specified in Paragraph 1 above, or for a term of 1 YEAR commencing on the date specified in Paragraph 2 above.

6.2 Extension of Term: Operator may extend the term of this Contract for MULTIPLE well(s) or for a period of 1 YEAR by giving notice to Contractor at least 15 days prior to completion of the well then being drilled or by

6.3 Early Termination:

(a) **By Either Party:** Upon giving of written notice, either party may terminate this Contract when total loss or destruction of the rig, or a major breakdown with indefinite repair time necessitate stopping operations hereunder.

(b) **By Operator:** Notwithstanding the provisions of Paragraph 3 with respect to the depth to be drilled, Operator shall have the right to direct the stoppage of the work to be performed by Contractor hereunder at any time prior to reaching the specified depth, and even though Contractor has made no default hereunder. In such event, Operator shall reimburse Contractor as set forth in Subparagraph 6.4 hereof.

(c) **By Contractor:** Notwithstanding the provisions of Paragraph 3 with respect to the depth to be drilled, in the event Operator shall become insolvent, or be adjudicated a bankrupt, or file, by way of petition or answer, a debtor's petition or other pleading seeking adjustment of Operator's debts, under any bankruptcy or debtor's relief laws now or hereafter prevailing, or if any such be filed against Operator, or in case a receiver be appointed of Operator or Operator's property, or any part thereof, or Operator's affairs be placed in the hands of a Creditor's Committee, or, following three business days prior written notice to Operator if Operator does not pay Contractor within the time specified in Subparagraph 5.2 all undisputed items due and owing, Contractor may, at its option, (1) elect to terminate further performance of any work under this Contract and Contractor's right to compensation shall be as set forth in Subparagraph 6.4 hereof, or (2) suspend operations until payment is made by Operator in which event the standby time rate contained in Subparagraph 4.6 shall apply until payment is made by Operator and operations are resumed. In addition to Contractor's rights to suspend operations or terminate performance under this Paragraph, Operator hereby expressly agrees to protect, defend and indemnify Contractor from and against any claims, demands and causes of action, including all costs of defense, in favor of Operator, Operator's co-venturers, co-lessees and joint owners, or any other parties arising out of any drilling commitments or obligations contained in any lease, farmout agreement or other agreement, which may be affected by such suspension of operations or termination of performance hereunder.

6.4 Early Termination Compensation:

(a) **Prior to Commencement:** In the event Operator terminates this Contract prior to commencement of operations hereunder. Operator shall pay Contractor as liquidated damages and not as a penalty a sum equal to the standby time rate (Subparagraph 4.6) for a period of 0 days or a lump sum of \$0.

(b) **Prior to Spudding:** If such termination occurs after commencement of operations but prior to the spudding of the well, Operator shall pay to Contractor the sum of the following: (1) all expenses reasonably and necessarily incurred and to be incurred by Contractor by reason of the Contract and by reason of the premature termination of the work, including the expense of drilling or other crew members and supervision directly assigned to the rig; (2) ten percent (10%) of the amount of such reimbursable expenses; and (3) a sum calculated at the standby time rate for all time from the date upon which Contractor commences any operations hereunder down to such date subsequent to the date of termination as will afford Contractor reasonable time to dismantle its rig and equipment provided, however, if this Contract is for a term of more than one well or for a period of time, Operator shall pay Contractor, in addition to the above, the Force Majeure Rate, less any unnecessary labor, from that date subsequent to termination upon which Contractor completes dismantling its rig and equipment until the end of the term or

(c) **Subsequent to spudding:** If such termination occurs after the spudding of the well, Operator shall pay Contractor (1) the amount for all applicable rates and all other charges and reimbursements due to Contractor; but in no event shall such sum, exclusive of reimbursements due, be less than would have been earned for N/A days at the applicable rate "Without Drill Pipe" and the actual amount due for drill pipe used in accordance with the above rates; or (2) at the election of Contractor and in lieu of the foregoing, Operator shall pay Contractor for all expenses reasonably and necessarily incurred and to be incurred by reason of this Contract and by reason of such premature termination plus a lump sum of \$ N/A provided, however, if this Contract is for a term of more than one well or for a period of time. Operator shall pay Contractor, in addition to the above, the Force Majeure Rate less any unnecessary labor from the date of termination until the end of the term or

7. CASING PROGRAM

Operator shall have the right to designate the points at which casing will be set and the manner of setting, cementing and testing. Operator may modify the casing program, however, any such modification which materially increases Contractor's hazards or costs can only be made by mutual consent of Operator and Contractor and upon agreement as to the additional compensation to be paid Contractor as a result thereof.

8. DRILLING METHODS AND PRACTICES:

8.1 Contractor shall maintain well control equipment in good condition at all times and shall use all reasonable means to prevent and control fires and blowouts and to protect the hole.

8.2 Subject to the terms hereof, and at Operator's cost, at all times during the drilling of the well, Operator shall have the right to control the mud program, and the drilling fluid must be of a type and have characteristics and be maintained by Contractor in accordance with the specifications shown in Exhibit "A".

8.3 Each party hereto agrees to comply with all laws, rules, and regulations of any federal, state or local governmental authority which are now or may become applicable to that party's operations covered by or arising out of the performance of this Contract. When required by law, the terms of Exhibit "B" shall apply to this Contract. In the event any provision of this Contract is inconsistent with or contrary to any applicable federal, state or local law, rule or regulation, said provision shall be deemed to be modified to the extent required to comply with said law, rule or regulation, and as so modified said provision and this Contract shall continue in full force and effect.

8.4 Contractor shall keep and furnish to Operator an accurate record of the work performed and formations drilled on the IADC-API Daily Drilling Report Form or other form acceptable to Operator. A legible copy of said form shall be furnished by Contractor to Operator.

8.5 If requested by Operator, Contractor shall furnish Operator with a copy of delivery tickets covering any material or supplies provided by Operator and received by Contractor.

9. INGRESS, EGRESS, AND LOCATION:

Operator hereby assigns to Contractor all necessary rights of ingress and egress with respect to the tract on which the well is to be located for the performance by Contractor of all work contemplated by this Contract, Should Contractor be denied free access to the location for any reason not reasonably within Contractor's control, any time

lost by Contractor as a result of such denial shall be paid for at the standby time rate. Operator agrees at all times to maintain the road and location in such a condition that will allow free access and movement to and from the drilling site in an ordinarily equipped highway type vehicle. If Contractor is required to use bulldozers, tractors, four-wheel drive vehicles, or any other specialized transportation equipment for the movement of necessary personnel, machinery, or equipment over access roads or on the drilling location, Operator shall furnish the same at its expense and without cost to Contractor. The actual cost of repairs to any transportation equipment furnished by Contractor or its personnel damaged as a result of improperly maintained access roads or location will be charged to Operator, Operator shall reimburse Contractor for all amounts reasonably expended by Contractor for repairs and/or reinforcement of roads, bridges and related or similar facilities (public and private) required as a direct result of a rig move pursuant to performance hereunder. Operator shall be responsible for any costs associated with leveling the rig because of location settling.

10. SOUND LOCATION:

Operator shall prepare a sound location adequate in size and capable of properly supporting the drilling rig, and shall be responsible for a casing and cementing program adequate to prevent soil and subsoil wash out. It is recognized that Operator has superior knowledge of the location and access routes to the location, and must advise Contractor of any subsurface conditions, or obstructions (including, but not limited to, mines, caverns, sink holes, streams, pipelines, power lines and communication lines) which Contractor might encounter while en route to the location or during operations hereunder. **In the event subsurface conditions cause a cratering or shifting of the location surface, or if seabed conditions prove unsatisfactory to properly support the rig during marine operations hereunder, and loss or damage to the rig or its associated equipment results therefrom, Operator shall, without regard to other provisions of this Contract, including Subparagraph 14.1 hereof, reimburse Contractor for all such loss or damage including removal of debris and payment of Force Majeure Rate during repair and/or demobilization if applicable.**

11. EQUIPMENT CAPACITY

Operations shall not be attempted under any conditions which exceed the capacity of the equipment specified to be used hereunder or where canal or water depths are in excess of N/A feet. Without prejudice to the provisions of Paragraph 14 hereunder, Contractor shall have the right to make the final decision as to when an operation or attempted operation would exceed the capacity of specified equipment.

12. TERMINATION OF LOCATION LIABILITY:

When Contractor has concluded operations at the well location, Operator shall thereafter be liable for damage to property, personal injury or death of any person which occurs as a result of conditions of the location and Contractor shall be relieved of such liability; provided, however, if Contractor shall subsequently reenter upon the location for any reason, including removal of the rig, any term of the Contract relating to such reentry activity shall become applicable during such period.

13. INSURANCE

During the life of this Contract, Contractor shall at Contractor's expense maintain, with an insurance company or companies authorized to do business in the state where the work is to be performed or through a self-insurance program, insurance coverages of the kind and in the amount set forth in Exhibit "A", insuring the liabilities specifically assumed by Contractor in Paragraph 14 of this Contract. Contractor shall procure from the company or companies writing said insurance a certificate or certificates that said insurance is in full force and effect and that the same shall not be canceled or materially changed without ten (10) days prior written notice to Operator, For liabilities assumed hereunder by Contractor, its insurance shall be endorsed to provide that the underwriters waive their right of subrogation against Operator. Operator will, as well, cause its insurer to waive subrogation against Contractor for liability it assumes and shall maintain, at Operator's expense, or shall self insure, insurance coverage as set forth in Exhibit "A" of the same kind and in the same amount as is required of Contractor, insuring the liabilities specifically assumed by Operator in Paragraph 14 of this Contract, Operator shall procure from the company or companies writing said insurance a certificate or certificates that said insurance is in full force and effect and that the same shall not be canceled or materially changed without ten (10) days prior written notice to Contractor. Operator and Contractor shall cause their respective underwriters to name the other additionally insured but only to the extent of the indemnification obligations assumed herein.

14. RESPONSIBILITY FOR LOSS OR DAMAGE, INDEMNITY, RELEASE OF LIABILITY AND ALLOCATION OF RISK:

14.1 Contractor's Surface Equipment: Contractor shall assume liability at all times for damage to or destruction of Contractor's surface equipment, regardless of when or how such damage or destruction occurs, and Contractor shall release Operator of any liability for any such loss, except loss or damage under the provisions of Paragraph 10 or Subparagraph 14.3.

14.2 Contractor's In-Hole Equipment: Operator shall assume liability at all times for damage to or destruction of Contractor's in-hole equipment, including, but not limited to, drill pipe, drill collars, and tool Joints, and Operator shall reimburse Contractor for the value of any such loss or damage; the value to be determined by agreement between Contractor and Operator as current repair costs or 100 percent of current like kind replacement cost of such equipment delivered to the well site.

14.3 Contractor's Equipment—Environmental Loss or Damage: Notwithstanding the provisions of Subparagraph 14.1 above, Operator shall assume liability at all times for damage to or destruction of Contractor's equipment resulting from the presence of H₂S, CO₂ or other corrosive elements that enter the drilling fluids from subsurface formations or the use of corrosive, destructive or abrasive additives in the drilling fluids.

14.4 Operator's Equipment: Operator shall assume liability at all times for damage to or destruction of Operator's or its co-venturers', co-lessees' or joint owners' equipment, including, but not limited to, casing, tubing, well head equipment, and platform if applicable, regardless of when or how such damage or destruction occurs, and Operator shall release Contractor of any liability for any such loss or damage.

14.5 The Hole: In the event the hole should be lost or damaged, Operator shall be solely responsible for such damage to or loss of the hole, including the casing therein. Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for damage to or loss of the hole, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any and all claims, liability, and expense relating to such damage to or loss of the hole.

14.6 Underground Damage: Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any and all claims, liability, and expense resulting from operations under this Contract on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss, or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, or reservoir beneath the surface of the earth.

14.7 Inspection of Materials Furnished by Operator: Contractor agrees to visually inspect all materials furnished by Operator before using same and to notify Operator of any apparent defects therein. Contractor shall not be liable for any loss or damage resulting from the use of materials furnished by Operator, and Operator shall release Contractor from, and shall protect, defend and indemnify Contractor from and against, any such liability.

14.8 Contractor's Indemnification of Operator: Contractor shall release Operator of any liability for, and shall protect, defend and indemnify Operator from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Contractor's employees or Contractor's subcontractors of any tier (inclusive of any agent or consultant engaged by Contractor) or their employees, or Contractor's invitees, on account of bodily injury, death or damage to property. Contractor's indemnity under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by Operator pursuant to Paragraph 13. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under Subparagraph 14.8 (which Contractor and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnities, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

14.9 Operator's Indemnification of Contractor; Operator shall release Contractor of any liability for, and shall protect, defend and indemnify Contractor from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Operator's employees or Operator's contractors of any tier (inclusive of any agent, consultant or subcontractor engaged by Operator) or their employees, or Operator's invitees, other than those parties identified in Subparagraph 14.8 on account of bodily injury, death or damage to property. Operator's indemnity under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by Contractor pursuant to Paragraph 13. if it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under Subparagraph 14.9 (which Contractor and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

14.10 Liability for Wild Well: Operator shall be liable for the cost of regaining control of any wild well, as well as for cost of removal of any debris and cost of property remediation and restoration, and Operator shall release, protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any liability for such cost.

14.11 Pollution or Contamination: Notwithstanding anything to the contrary contained herein, except the provisions of Paragraphs 10 and 12, it is understood and agreed by and between Contractor and Operator that the responsibility for pollution or contamination shall be as follows:

(a) Contractor shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnify Operator from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination, which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities.

(b) Operator shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly from all other pollution or contamination which may occur during the conduct of operations hereunder, including, but not limited to, that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposition of all drilling fluids, including, but not limited to, oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings or cavings, lost circulation and fish recovery materials and fluids. Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for the foregoing.

(c) In the event a third party commits an act or omission which results in pollution or contamination for which either Contractor or Operator, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered, as between Contractor and Operator, to be the same as if the party for whom the work was performed had performed the same and all of the obligations respecting protection, defense, indemnity and limitation of responsibility and liability, as set forth in (a) and (b) above, shall be specifically applied.

14.12 Consequential Damages: Subject to and without affecting the provisions of this Contract regarding the payment rights and obligations of the parties or the risk of loss, release and indemnity rights and obligations of the parties, each party shall at all times be responsible for and hold harmless and indemnify the other party from and against its own special, indirect or consequential damages, and the parties agree that special, indirect or consequential damages shall be deemed to include, without limitation, the following: loss of profit or revenue; costs and expenses resulting from business interruptions; loss of or delay in production; loss of or damage to the leasehold; loss of or delay in drilling or operating rights; cost of or loss of use of property, equipment, materials and services, including without limitation those provided by contractors or subcontractors of every tier or by third parties. Operator shall at all times be responsible for and hold harmless and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against all claims, demands and causes of action of every kind and character in connection with such special, indirect or consequential damages suffered by Operator's co-owners, co-venturers, co-lessees, farmors, farmees, partners and joint owners.

14.13 Indemnity Obligation: Except as otherwise expressly limited in this Contract, it is the intent of parties hereto that all releases, indemnity obligations and/or liabilities assumed by such parties under terms of this Contract, including, without limitation, Subparagraphs 4.9 and 6.3(c), Paragraphs 10 and 12, and Subparagraphs

14.1 through 14.12 hereof, be without limit and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, defect or ruin of premises or equipment, strict liability, regulatory or statutory liability, products liability, breach of representation or warranty (express or implied), breach of duty (whether statutory, contractual or otherwise) any theory of tort, breach of contract, fault, the negligence of any degree or character (regardless of whether such negligence is sole, Joint or concurrent, active, passive or gross) of any party or parties, including the party seeking the benefit of the release, indemnity or assumption of liability, or any other theory of legal liability. The indemnities, and releases and assumptions of liability extended by the parties hereto under the provisions of Subparagraphs 4.9 and 6.3 and Paragraphs 10,12 and 14 shall inure to the benefit of such parties, their co-venturers, co-lessees, joint owners, their parent, holding and affiliated companies and the officers, directors, stockholders, partners, managers, representatives, employees, consultants, agents, servants and insurers of each. Except as otherwise provided herein, such indemnification and assumptions of liability shall not be deemed to create any rights to indemnification in any person or entity not a party to this Contract, either as a third party beneficiary or by reason of any agreement of indemnity between one of the parties hereto and another person or entity not a party to this Contract.

15. AUDIT

If any payment provided for hereunder is made on the basis of Contractor's costs, Operator shall have the right to audit Contractor's books and records relating to such costs. Contractor agrees to maintain such books and records for a period of two (2) years from the date such costs were incurred and to make such books and records readily available to Operator at any reasonable time or times within the period.

16. NO WAIVER EXCEPT IN WRITING

It is fully understood and agreed that none of the requirements of this Contract shall be considered as waived by either party unless the same is done in writing, and then only by the persons executing this Contract, or other duly authorized agent or representative of the party.

17. FORCE MAJEURE

Except as provided in this Paragraph 17 and without prejudice to the risk of loss, release and indemnity obligations under this Contract, each party to this Contract shall be excused from complying with the terms of this Contract, except for the payment of monies when due, if and for so long as such compliance is hindered or prevented by a Force Majeure Event. As used in this Contract, "Force Majeure Event" includes: acts of God, action of the elements, wars (declared or undeclared), insurrection, revolution, rebellions or civil strife, piracy, civil war or hostile action, terrorist acts, riots, strikes, differences with workmen, acts of public enemies, federal or state laws, rules, regulations dispositions or orders of any governmental authorities having jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), inability to procure material, equipment, fuel or necessary labor in the open market, acute and unusual labor or material, equipment or fuel shortages, or any other causes (except financial) beyond the control of either party. Neither Operator nor Contractor shall be required against its will to adjust any labor or similar disputes except in accordance with applicable law. In the event that either party hereto is rendered unable, wholly or in part, by any of these causes to carry out its obligation under this Contract, it is agreed that such party shall give notice and details of Force Majeure in writing to the other party as promptly as possible after its occurrence. In such cases, the obligations of the party giving the notice shall be suspended during the continuance of any inability so caused except that Operator shall be obligated to pay to Contractor the Force Majeure Rate provided for in Subparagraph 4.8 above.

18. GOVERNING LAW:

This Contract shall be construed, governed, interpreted, enforced and litigated, and the relations between the parties determined in accordance with the laws of TEXAS.

19. INFORMATION CONFIDENTIAL:

Upon written request by Operator, information obtained by Contractor in the conduct of drilling operations on this well, including, but not limited to, depth, formations penetrated, the results of coring, testing and surveying, shall be considered confidential and shall not be divulged by Contractor or its employees, to any person, firm, or corporation other than Operator's designated representatives.

20. SUBCONTRACTS:

Either party may employ other contractors to perform any of the operations or services to be provided or performed by it according to Exhibit "A".

21. ATTORNEY'S FEES

If this Contract is placed in the hands of an attorney for collection of any sums due hereunder, or suit is brought on same, or sums due hereunder are collected through bankruptcy or arbitration proceedings, then the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

22. CLAIMS AND LIENS:

Contractor agrees to pay all valid claims for labor, material, services, and supplies to be furnished by Contractor hereunder, and agrees to allow no lien by such third parties to be fixed upon the lease, the well, or other property of the Operator or the land upon which said well is located.

23. ASSIGNMENT:

Neither party may assign this Contract without the prior written consent of the other, and prompt notice of any such intent to assign shall be given to the other party. In the event of such assignment, the assigning party shall remain liable to the other party as a guarantor of the performance by the assignee of the terms of this Contract, if any assignment is made that materially alters Contractor's financial burden, Contractor's compensation shall be adjusted to give effect to any increase or decrease in Contractor's operating costs.

24. NOTICES AND PLACE OF PAYMENT:

Notices, reports, and other communications required or permitted by this Contract to be given or sent by one party to the other shall be delivered by hand, mailed, digitally transmitted or telecopied to the address hereinabove shown. All sums payable hereunder to Contractor shall be payable at its address hereinabove shown unless otherwise specified herein.

25. CONTINUING OBLIGATIONS:

Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

26. ENTIRE AGREEMENT:

This Contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement, and shall, exclusively, control and govern all work performed hereunder. All representations, offers, and undertakings of the parties made prior to the effective date hereof, whether oral or In writing, are merged herein, and no other contracts, agreements or work orders, executed prior to the execution of this Contract, shall In any way modify, amend, alter or change any of the terms or conditions set out herein.

27. SPECIAL PROVISIONS:

28. ACCEPTANCE OF CONTRACT:

The foregoing Contract, including the provisions relating to Indemnity, release of liability and allocation of risk of Subparagraphs 4.9 and 6.3(c), Paragraphs 10 and 12, and Subparagraphs 14.1 through 14.12, is acknowledged, agreed to and accepted by Operator this day of , 20 .

OPERATOR: DIAMONDBACK E&P, LLC

By: _____
Title: _____

The foregoing Contract, including the provisions relating to Indemnity, release of liability and allocation of risk of Subparagraphs 4.9, 6.3(c), Paragraphs 10 and 12, and Subparagraphs 14.1 through 14.12, is acknowledged, agreed to and accepted by Contractor this _____ day of _____, 20____, which is the effective date of this Contract, subject to rig availability, and subject to all of its terms and provisions, with the understanding that it will not be binding upon Operator until Operator has noted its acceptance, and with the further understanding that unless said Contract is thus executed by Operator within _____ days of the above date Contractor shall be in no manner bound by its signature thereto.

OPERATOR: BISON DRILLING & FIELD SERVICES LLC

By: _____
Title: _____

EXHIBIT "A"

To Daywork Contract dated _____, 20____
 Operator DIAMONDBACK E&P. LLC Contractor BISON DRILLING 8. FIELD SERVICES
 Well Name and Number _____

SPECIFICATIONS AND SPECIAL PROVISIONS

1. CASING PROGRAM (See Paragraph 7)

	Hole Size	Casing Size	Weight	Grade	Approximate Setting Depth	Wait on Cement Time
Conductor	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Surface	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Protection	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Production	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Liner	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs

2. MUD CONTROL PROGRAM (See Subparagraph 8.2)

Depth Interval (ft)

From	To	Type Mud	Weight (lbs./gal.)	Viscosity (Secs)	Water Loss (cc)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Other mud specifications:

3. INSURANCE (See Paragraph 13)

3.1 Adequate Workers' Compensation Insurance complying with State Laws applicable or Employers' Liability Insurance with limits of \$ 1,000,000 covering all of Contractor's employees working under this Contract.

3.2 Commercial (or Comprehensive) General Liability Insurance, including contractual obligations as respects this Contract and proper coverage for all other obligations assumed in this Contract. The limit shall be \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

3.3 Automobile Public Liability Insurance with limits of \$ 1,000,000 for the death or injury of each person and \$1,000,000 for each accident; and Automobile Public Liability Property Damage Insurance with limits of \$1,000,000 for each accident.

3.4 In the event operations are over water, Contractor shall carry In addition to the Statutory Workers' Compensation Insurance, endorsements covering liability under the Longshoremen's & Harbor Workers' Compensation Act and Maritime liability including maintenance and cure with limits of \$1,000,000 for each death or injury to one person and \$1,000,000 for any one accident.

3.5 Other insurance:

4. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY CONTRACTOR:

The machinery, equipment, tools, materials, supplies, instruments, services and labor hereinafter listed, including any transportation required for such items, shall be provided at the well location at the expense of Contractor unless otherwise noted by this Contract.

4.1 Drilling Rig

Complete drilling rig, designated by Contractor as its Rig No. TO BE DESIGNATED, the major items of equipment being:

Drawworks: Make and Model TO BE DESIGNATED

Engines; Make, Model, and H.P. TO BE DESIGNATED

No. on Rig

Pumps: No. 1 Make, Size, and Power TO BE DESIGNATED

No. 2 Make, Size, and Power TO BE DESIGNATED

Mud Mixing Pump: Make, Size, and Power TO BE DESIGNATED

Boilers: Number, Make, H.P. and W.P. TO BE DESIGNATED

Derrick or Mast: Make, Size, and Capacity TO BE DESIGNATED

Substructure: Size and Capacity,

Rotary Drive: Type TO BE DESIGNATED

Drill Pipe: Size in. ft.; Size in. ft.

Drill Collars: Number and Size TO BE DESIGNATED

Blowout Preventers: TO BE DESIGNATED

Size	Series or Test Pr.	Make & Model	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B.O.P. Closing Unit: TO BE DESIGNATED

B.O.P. Accumulator: TO BE DESIGNATED

4.2 Derrick timbers.

4.3 Normal strings of drill pipe and drill collars specified above.

4.4 Conventional drift indicator,

4.5 Circulating mud pits.

4.6 Necessary pipe racks and rigging up material,

4.7 Normal storage for mud and chemicals.

4.8 Shale Shaker.

4.9 SEPARATOR

4.10 WATER STORAGE

4.11 _____

4.12 _____

4.13 _____

4.14 _____

4.15 _____

4.16 _____

4.17 _____

5. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY OPERATOR:

The machinery, equipment, tools, materials, supplies, instruments, services and labor hereinafter listed, including any transportation required for such items, shall be provided at the well location at the expense of Operator unless otherwise noted by this Contract.

5.1 Furnish and maintain adequate roadway and/or canal to location, right-of-way, including rights-of-way for fuel and water lines, river crossings, highway crossings, gates and cattle guards.

5.2 Stake location, clear and grade location, and provide turnaround, including surfacing when necessary.

5.3 Test tanks with pipe and fittings.

5.4 Mud storage tanks with pipe and fittings.

5.5

5.6 Labor and materials to connect and disconnect mud tank, test tank, and mud gas separator,

5.7 Labor to disconnect and clean test tanks and mud gas separator.

5.8 Drilling mud, chemicals, lost circulation materials and other additives.

5.9 Pipe and connections for oil circulating lines.

5.10 Labor to lay, bury and recover oil circulating lines.

5.11 Drilling bits, reamers, reamer cutters, stabilizers and special tools.

5.12 Contract fishing tool services and tool rental,

5.13 Wire line core bits or heads, core barrels and wire line core catchers if required.

5.14 Conventional core bits,, core catchers and core barrels.

5.15 Diamond core barrel with head.

5.16 Cement and cementing service.

5.17 Electrical wireline logging services.

5.18 Directional, caliper, or other special services.

5.19 Gun or Jet perforating services.

5.20 Explosives and shooting devices.

5.21 Formation testing, hydraulic fracturing, acidizing and other related services.

5.22 Equipment for drill stem testing.

5.23 Mud logging services.

5.24 Sidewall coring service.

5.25 Welding service for welding bottom joints of casing, guide shoe, float shoe, float collar and in connection with installing of well head equipment if required.

5.26 Casing, tubing, liners, screen, float collars, guide and float shoes and associated equipment.

5.27 Casing scratchers and centralizers.

5.28 Well head connections and all equipment to be Installed in or on well or on the premises for use in connection with testing, completion and operation of well.

5.29 Special or added storage for mud and chemicals.

5.30 Casinghead, API series, to conform to that shown for the blowout preventers specified in Subparagraph 4.1 above.

- 5.31 Blowout preventer testing packoff and testing services.
- 5.32 Replacement of BOP rubbers, elements and seals, if required, after initial test
- 5.33 Casing Thread Protectors and Casing Lubricants.
- 5.34 H₂S training and equipment as necessary or as required by law.
- 5.35 Site septic systems.

- 5.36 _____
- 5.37 _____
- 5.38 _____
- 5.39 _____
- 5.40 _____
- 5.41 _____
- 5.42 _____
- 5.43 _____
- 5.44 _____
- 5.45 _____
- 5.46 _____
- 5.47 _____
- 5.48 _____
- 5.49 _____
- 5.50 _____

6. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY DESIGNATED PARTY:

The machinery, equipment, tools, materials, supplies, Instruments, services, and labor listed as the following numbered items, including any transportation required for such items unless otherwise specified, shall be provided at the well location and at the expense of the party hereto as designated by an X mark in the appropriate column.

		To Be Provided By and At The Expense Of	
		Operator	Contractor
6.1	Item Cellar and Runways	X	
6.2	Ditches and sumps	X	
6.3	Fuel (located at _____)	X	
6.4	Fuel Lines (length _____)	X	
6.5	Water at source, Including required permits	X	
6.6	Water well, Including required permits	X	
6.7	Water lines, including required permits	X	
6.8	Water storage tanks 1000 capacity		X
6.9	Potable water	X	
6.10	Labor to operate water well or water pump		X
6.11	Maintenance of water well, If required	X	
6.12	Water Pump	X	
6.13	Fuel for water pump	X	X
6.14	Mats for engines and boilers, or motors and mud pumps	X	
6.15	Transportation of Contractor's property:	X	
6.16	Materials for "boxing in" rig and derrick	X	X

6.17	Special strings of drill pipe and drill collars as follows:		X
	_____		N/A

	_____		N/A
6.18	Kelly Joints, subs, elevators, tongs, slips and BOP rams for use with special drill pipe		X
6.19	Drill pipe protectors for Kelly Joint and each Joint of drill pipe running Inside of Surface Casing as required, for use with normal strings of drill pipe		X
6.20	Drill pipe protectors for Kelly Joint and drill pipe running inside of Protection Casing		X
6.21	Rate of penetration recording device		X
6.22	Extra labor for running and cementing casing (Casing crews)		X
6.23	Casing tools		X
6.24	Power casing tongs		X
6.25	Laydown and pickup machine		X
6.26	Tubing tools		X
6.27	Power tubing tong		X
6.28	Crew Boats, Number _____		N/A
6.29	Service Barge		N/A
6.30	Service Tug Boat		N/A
6.31	Rat Hole		X
6.32	Mouse Hole		X
6.33	Reserve Pits		X
6.34	Upper Kelly Cock		X
6.35	Lower Kelly Valve		X
6.36	Drill Pipe Safety Valve		X
6.37	Inside Blowout Preventer		X
6.38	Drilling hole for or driving for conductor pipe		X
6.39	Charges, cost of bonds for public roads		X
6.40	Portable Toilet		X
6.41	Trash Receptacle		X
6.42	Linear Motion Shale Shakers		X
6.43	Shale Shaker Screens		X
6.44	Mud/Gas Separator		N/A
6.45	Desander		X
6.46	Desilter		X
6.47	Degasser		N/A
6.48	Centrifuge		X
6.49	Rotating Head		X
6.50	Rotating Head Rubbers		X
6.51	Hydraulic Adjustable Choke		X
6.52	Pit Volume Totalizer		
6.53	Communication, type RIG FLOOR PHONE		X
6.54	Forklift. Capacity		X
6.55	Corrosion Inhibitor for protecting drill string		X
6.56	_____		
6.57	_____		
6.58	_____		
6.59	_____		
6.60	_____		

7. OTHER PROVISIONS:

BISON DRILLING WILL FURNISH A TOP DRIVE IF BISON OWNS EQUIPMENT THAT MEETS OPERATOR'S SPECIFICATIONS AND OPERATOR REQUESTS US OF TOP DRIVE.

EXHIBIT "B"

(See Subparagraph 8.3)

The following clauses, when required by law, are incorporated in the Contract by reference as if fully set out:

- (1) The Equal Opportunity Clause prescribed In 41 CFR 60-1.4.
- (2) The Affirmative Action Clause prescribed in 41 CFR 60-250.4 regarding veterans and veterans of the Vietnam era,
- (3) The Affirmative Action Clause for handicapped workers prescribed In 41 GFR 60-741.4.
- (4) The Certification of Compliance with Environmental Laws prescribed in 40 CFR 15.20.

EXHIBIT B

[Horizontal Well]

NOTE: This form contract is a suggested guide only and use of this form or any variation thereof shall be at the sole discretion and risk of the user parties. Users of the form contract or any portion or variation thereof are encouraged to seek the advice of counsel to ensure that their contract reflects the complete agreement of the parties and applicable law. The International Association of Drilling Contractors disclaims any liability whatsoever for loss or damages which may result from use of the form contract or portions or variations thereof. Computer generated form, reproduced under license from IADC.

Revised April, 2003

**INTERNATIONAL ASSOCIATION OF DRILLING CONTRACTORS
DRILLING BID PROPOSAL
AND
DAYWORK DRILLING CONTRACT—U.S.**

TO: DIAMONDBACK E&P, LLC

Please submit bid on this drilling contract form for performing the work outlined below, upon the terms and for the consideration set forth, with the understanding that if the bid is accepted by DIAMONDBACK E&P, LLC this Instrument will constitute a Contract between us. Your bid should be mailed or delivered not later than _____ P.M. on _____, 20____, to the following address: 500 W TEXAS AVE, STE 1226, MIDLAND TX 79701 .

**THIS CONTRACT CONTAINS PROVISIONS RELATING TO INDEMNITY,
RELEASE OF LIABILITY, AND ALLOCATION OF RISK -
SEE PARAGRAPHS 4.9, 6.3(c), 10,12, AND 14**

This Contract is made and entered into on the date hereinafter set forth by and between the parties herein designated as “Operator” and “Contractor.”

OPERATOR: DIAMONDBACK E&P, LLC
Address: 500 W TEXAS AVE, STE 1225
MIDLAND TX 79701
CONTRACTOR: BISON DRILLING & FIELD SERVICES
Address: 11800 HWY 191
MIDLAND TX 79707

IN CONSIDERATION of the mutual promises, conditions and agreements herein contained and the specifications and special provisions set forth in Exhibit “A” and Exhibit “B” attached hereto and made a part hereof (the “Contract”), Operator engages Contractor as an independent contractor to drill the hereinafter designated well or wells in search of oil or gas on a Daywork Basis.

For purposes hereof, the term “Daywork” or “Daywork Basis” means Contractor shall furnish equipment, labor, and perform services as herein provided, for a specified sum per day under the direction, supervision and control of Operator (inclusive of any employee, agent, consultant or subcontractor engaged by Operator to direct drilling operations). **When operating on a Daywork Basis, Contractor shall be fully paid at the applicable rates of payment and assumes only the obligations and liabilities stated herein. Except for such obligations and liabilities specifically assumed by Contractor, Operator shall be solely responsible and assumes liability for all consequences of operations by both parties while on a Daywork Basis, including results and all other risks or liabilities incurred in or incident to such operations.**

1. LOCATION OF WELL:

Well Name and Number: TO BE DESIGNATED
Parish/ County: _____ State: _____ Field Name: _____
Well location and land description: TO BE DESIGNATED

1.1 Additional Well Locations or Areas: TO BE DESIGNATED

Locations described above are for well and Contract identification only and Contractor assumes no liability whatsoever for a proper survey or location stake on Operator's lease.

2. COMMENCEMENT DATE:

Contractor agrees to use reasonable efforts to commence operations for the drilling of the well by the _____ day of _____, 20____, or

3. DEPTH:

3.1 Well Depth: The well(s) shall be drilled to a depth of approximately 15,000 feet, or to the _____ formation, whichever is deeper, but the Contractor shall not be required hereunder to drill said well(s) below a maximum depth of _____ feet, unless Contractor and Operator mutually agree to drill to a greater depth.

4. DAYWORK RATES:

Contractor shall be paid at the following rates for the work performed hereunder.

4.1 Mobilization: Operator shall pay Contractor a mobilization fee of \$N/A or a mobilization day rate of \$14,000 per day. This sum shall be due and payable in full at the time the rig is rigged up or positioned at the well site ready to spud. Mobilization shall include: OPERATOR TO PAY TRUCKING, CRANES, & MANLIFT IF REQUIRED

4.2 Demobilization: Operator shall pay Contractor a demobilization fee of \$N/A or a demobilization day rate during tear down of \$ _____ per day, provided however that no demobilization fee shall be payable if the Contract is terminated due to the total loss or destruction of the rig. Demobilization shall include:

4.3 Moving Rate: During the time the rig is in transit to or from a drill site, or between drill sites, commencing on SPUD, Operator shall pay Contractor a sum of \$14,000 per twenty-four (24) hour day.

4.4 Operating Day Rate: For work performed per twenty-four (24) hour day with 5 man crew the operating day rate shall be:

From	Depth Intervals	To	Without Drill Pipe	With Drill Pipe
0		15,000±	\$17,500 per day	\$17,500 per day
_____		_____	_____	_____
_____		_____	_____	_____

Using Operator's drill pipe \$ _____ per day.

The rate will begin when the drilling unit is rigged up at the drilling location, or positioned over the location during marine work, and ready to commence operations; and will cease when the rig and pits are cleaned & wellhead is installed.

If under the above column "With Drill Pipe" no rates are specified, (he rate per twenty-four hour day when drill pipe is in use shall be the applicable rate specified in the column "Without Drill Pipe" plus compensation for any drill pipe actually used at the rates specified below, computed on the basis of the maximum drill pipe in use at any time during each twenty-four hour day.

DRILL PIPE RATE PER 24-HOUR DAY

Straight Hole	Size	Grade	Directional or Uncontrollable Deviated Hole	Size	Grade
\$ _____ per ft.	_____	_____	\$ _____ per ft.	_____	_____
\$ _____ per ft.	_____	_____	\$ _____ per ft.	_____	_____
\$ _____ per ft.	_____	_____	\$ _____ per ft.	_____	_____

Directional or uncontrolled deviated hole will be deemed to exist when deviation exceeds 6 degrees or when the change of angle exceeds 3 degrees per one hundred feet.

Drill pipe shall be considered in use not only when in actual use but also while it is being picked up or laid down. When drill pipe is standing in the derrick, it shall not be considered in use, provided, however, that if Contractor furnishes special strings of drill pipe, drill collars, and handling tools as provided for in Exhibit "A", the same shall be considered in use at all times when on location or until released by Operator. In no event shall fractions of an hour be considered in computing the amount of time drill pipe is in use but such time shall be computed to the nearest hour, with thirty minutes or more being considered a full hour and less than thirty minutes not to be counted.

4.5 Repair Time: In the event it is necessary to shut down Contractor's rig for repairs, excluding routine rig servicing, Contractor shall be allowed compensation at the applicable rate for such shut down time up to a maximum of 4 hours for any one rig repair job, but not to exceed 24 hours of such compensation for any calendar month. Thereafter, Contractor shall be compensated at a rate of \$0 per twenty-four (24) hour day. Routine rig servicing shall include, but not be limited to, cutting and slipping drilling line, changing pump or swivel expendables, testing BOP equipment, lubricating rig, and

4.6 Standby Time Rate: \$11,000 per twenty-four (24) day, Standby time shall be defined to include time when the rig is shut down although in readiness to begin or resume operations but Contractor is waiting on orders of Operator or on materials, services or other items to be furnished by Operator.

4.7 Drilling Fluid Rates: When drilling fluids of a type and characteristic that increases Contractor's cost of performance hereunder, including, but not limited to, oil-based mud or potassium chloride, are in use. Operator shall pay Contractor in addition to the operating rate specified above:

- (a) \$30 per man per day for Contractor's rig-site personnel.
- (b) \$N/A per day additional operating rate; and
- (c) Cost of all labor, material and services plus 24 hours operating rate to clean rig and related equipment.

4.8 Force Majeure Rate: \$14,000 per twenty-four (24) hour day for any continuous period that normal operations are suspended or cannot be carried on due to conditions of Force Majeure as defined in Paragraph 17 hereof. It is, however, understood that subject to Subparagraph 6.3 below, Operator can release the rig in accordance with Operator's right to direct stoppage of the work, effective when conditions will permit the rig to be moved from the location.

4.9 Reimbursable Costs: Operator shall reimburse Contractor for the costs of material, equipment, work or services which are to be furnished by Operator as provided for herein but which for convenience are actually furnished by Contractor at Operator's request, plus 5 percent for such cost of handling. When, at Operator's request and with Contractor's agreement, the Contractor furnishes or subcontracts for certain items or services which Operator is required herein to provide, for purposes of the indemnity and release provisions of this Contract, said items or services shall be deemed to be Operator furnished items or services. Any subcontractors so hired shall be deemed to be Operator's contractor, and Operator shall not be relieved of any of its liabilities in connection therewith.

4.10 Revision In Rates: The rates and/or payments herein set forth due to Contractor from Operator shall be revised to reflect the change in costs if the costs of any of the items hereinafter listed shall vary by more than 15 percent from the costs thereof on the date of this Contract or by the same percent after the date of any revision pursuant to this Subparagraph:

- (a) Labor costs, including all benefits, of Contractor's personnel;
- (b) Contractor's cost of insurance premiums;
- (c) Contractor's cost of fuel, including all taxes and fees; the cost per gallon/MCF being \$ _____ ;
- (d) Contractor's cost of catering, when applicable;
- (e) If Operator requires Contractor to increase or decrease the number of Contractor's personnel;

(f) Contractor's cost of spare parts and supplies with the understanding that such spare parts and supplies constitute _____ percent of the operating rate and that the parties shall use the U.S. Bureau of Labor Statistics Oil Field and Gas Field Drilling Machinery Producer Price Index (Series ID WPU119102) to determine to what extent a price variance has occurred in said spare parts and supplies;

(g) If there is any change in legislation or regulations in the area in which Contractor is working or other unforeseen, unusual event that alters Contractor's financial burden.

5. TIME OF PAYMENT

Payment is due by Operator to Contractor as follows:

5.1 Payment for mobilization, drilling and other work performed at applicable rates, and all other applicable charges shall be due, upon presentation of invoice therefor, upon completion of mobilization, demobilization, rig release or at the end of the month in which such work was performed or other charges are incurred, whichever shall first occur. All invoices may be mailed to Operator at the address hereinabove shown, unless Operator does hereby designate that such invoices shall be mailed as follows: N/A.

5.2 Disputed Invoices and Late Payment: Operator shall pay all invoices within 45 days after receipt except that if Operator disputes an invoice or any part thereof, Operator shall, within fifteen days after receipt of the invoice, notify Contractor of the item disputed, specifying the reason, therefor, and payment of the disputed item may be withheld until settlement of the dispute, but timely payment shall be made of any undisputed portion. 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 0 percent or the maximum legal rate, whichever is less, per month from the due date until paid. If Operator does not pay undisputed items within the above stated time, Contractor may suspend operations or terminate this Contract as specified under Subparagraph 6.3.

6. TERM:

6.1 Duration of Contract: This Contract shall remain in full force and effect until drilling operations are completed on the well or wells specified in Paragraph 1 above, or for a term of 1 YEAR commencing on the date specified in Paragraph 2 above.

6.2 Extension of Term: Operator may extend the term of this Contract for MULTIPLE well(s) or for a period of 1 YEAR by giving notice to Contractor at least 15 days prior to completion of the well then being drilled or by

6.3 Early Termination:

(a) **By Either Party:** Upon giving of written notice, either party may terminate this Contract when total loss or destruction of the rig, or a major breakdown with indefinite repair time necessitate stopping operations hereunder.

(b) **By Operator:** Notwithstanding the provisions of Paragraph 3 with respect to the depth to be drilled, Operator shall have the right to direct the stoppage of the work to be performed by Contractor hereunder at any time prior to reaching the specified depth, and even though Contractor has made no default hereunder. In such event, Operator shall reimburse Contractor as set forth in Subparagraph 6.4 hereof.

(c) **By Contractor:** Notwithstanding the provisions of Paragraph 3 with respect to the depth to be drilled, in the event Operator shall become insolvent, or be adjudicated a bankrupt, or file, by way of petition or answer, a debtor's petition or other pleading seeking adjustment of Operator's debts, under any bankruptcy or debtor's relief laws now or hereafter prevailing, or if any such be filed against Operator, or in case a receiver be appointed of Operator or Operator's property, or any part thereof, or Operator's affairs be placed in the hands of a Creditor's Committee, or, following three business days prior written notice to Operator if Operator does not pay Contractor within the time specified in Subparagraph 5.2 all undisputed items due and owing, Contractor may, at its option, (1) elect to terminate further performance of any work under this Contract and Contractor's right to compensation shall be as set forth in Subparagraph 6.4 hereof, or (2) suspend operations until payment is made by Operator in which event the standby time rate contained in Subparagraph 4.6 shall apply until payment is made by Operator and operations are resumed. In addition to Contractor's rights to suspend operations or terminate performance under this Paragraph, Operator hereby expressly agrees to protect, defend and indemnify Contractor from and against any claims, demands and causes of action, including all costs of defense, in favor of Operator, Operator's co-venturers, co-lessees and joint owners, or any other parties arising out of any drilling commitments or obligations contained in any lease, farmout agreement or other agreement, which may be affected by such suspension of operations or termination of performance hereunder.

6.4 Early Termination Compensation:

(a) **Prior to Commencement:** In the event Operator terminates this Contract prior to commencement of operations hereunder. Operator shall pay Contractor as liquidated damages and not as a penalty a sum equal to the standby time rate (Subparagraph 4.6) for a period of 0 days or a lump sum of \$0.

(b) **Prior to Spudding:** If such termination occurs after commencement of operations but prior to the spudding of the well, Operator shall pay to Contractor the sum of the following: (1) all expenses reasonably and necessarily incurred and to be incurred by Contractor by reason of the Contract and by reason of the premature termination of the work, including the expense of drilling or other crew members and supervision directly assigned to the rig; (2) ten percent (10%) of the amount of such reimbursable expenses; and (3) a sum calculated at the standby time rate for all time from the date upon which Contractor commences any operations hereunder down to such date subsequent to the date of termination as will afford Contractor reasonable time to dismantle its rig and equipment provided, however, if this Contract is for a term of more than one well or for a period of time, Operator shall pay Contractor, in addition to the above, the Force Majeure Rate, less any unnecessary labor, from that date subsequent to termination upon which Contractor completes dismantling its rig and equipment until the end of the term or

(c) **Subsequent to spudding:** If such termination occurs after the spudding of the well, Operator shall pay Contractor (1) the amount for all applicable rates and all other charges and reimbursements due to Contractor; but in no event shall such sum, exclusive of reimbursements due, be less than would have been earned for N/A days at the applicable rate "Without Drill Pipe" and the actual amount due for drill pipe used in accordance with the above rates; or (2) at the election of Contractor and in lieu of the foregoing, Operator shall pay Contractor for all expenses reasonably and necessarily incurred and to be incurred by reason of this Contract and by reason of such premature termination plus a lump sum of \$ N/A provided, however, if this Contract is for a term of more than one well or for a period of time. Operator shall pay Contractor, in addition to the above, the Force Majeure Rate less any unnecessary labor from the date of termination until the end of the term or

7. CASING PROGRAM

Operator shall have the right to designate the points at which casing will be set and the manner of setting, cementing and testing. Operator may modify the casing program, however, any such modification which materially increases Contractor's hazards or costs can only be made by mutual consent of Operator and Contractor and upon agreement as to the additional compensation to be paid Contractor as a result thereof.

8. DRILLING METHODS AND PRACTICES:

8.1 Contractor shall maintain well control equipment in good condition at all times and shall use all reasonable means to prevent and control fires and blowouts and to protect the hole.

8.2 Subject to the terms hereof, and at Operator's cost, at all times during the drilling of the well, Operator shall have the right to control the mud program, and the drilling fluid must be of a type and have characteristics and be maintained by Contractor in accordance with the specifications shown in Exhibit "A".

8.3 Each party hereto agrees to comply with all laws, rules, and regulations of any federal, state or local governmental authority which are now or may become applicable to that party's operations covered by or arising out of the performance of this Contract. When required by law, the terms of Exhibit "B" shall apply to this Contract. In the event any provision of this Contract is inconsistent with or contrary to any applicable federal, state or local law, rule or regulation, said provision shall be deemed to be modified to the extent required to comply with said law, rule or regulation, and as so modified said provision and this Contract shall continue in full force and effect.

8.4 Contractor shall keep and furnish to Operator an accurate record of the work performed and formations drilled on the IADC-API Daily Drilling Report Form or other form acceptable to Operator. A legible copy of said form shall be furnished by Contractor to Operator.

8.5 If requested by Operator, Contractor shall furnish Operator with a copy of delivery tickets covering any material or supplies provided by Operator and received by Contractor.

9. INGRESS, EGRESS, AND LOCATION:

Operator hereby assigns to Contractor all necessary rights of ingress and egress with respect to the tract on which the well is to be located for the performance by Contractor of all work contemplated by this Contract. Should Contractor be denied free access to the location for any reason not reasonably within Contractor's control, any time lost by Contractor as a result of such denial shall be paid for at the standby time rate. Operator agrees at all times to maintain the road and location in such a condition that will allow free access and movement to and from the drilling site in an ordinarily equipped highway type vehicle. If Contractor is required to use bulldozers, tractors, four-wheel drive vehicles, or any other specialized transportation equipment for the movement of necessary personnel, machinery, or equipment over access roads or on the drilling location, Operator shall furnish the same at its expense and without cost to Contractor. The actual cost of repairs to any transportation equipment furnished by Contractor or its personnel damaged as a result of improperly maintained access roads or location will be charged to Operator, Operator shall reimburse Contractor for all amounts reasonably expended by Contractor for repairs and/or reinforcement of roads, bridges and related or similar facilities (public and private) required as a direct result of a rig move pursuant to performance hereunder. Operator shall be responsible for any costs associated with leveling the rig because of location settling.

10. SOUND LOCATION:

Operator shall prepare a sound location adequate in size and capable of properly supporting the drilling rig, and shall be responsible for a casing and cementing program adequate to prevent soil and subsoil wash out. It is recognized that Operator has superior knowledge of the location and access routes to the location, and must advise Contractor of any subsurface conditions, or obstructions (including, but not limited to, mines, caverns, sink holes, streams, pipelines, power lines and communication lines) which Contractor might encounter while en route to the location or during operations hereunder. **In the event subsurface conditions cause a cratering or shifting of the location surface, or if seabed conditions prove unsatisfactory to properly support the rig during marine operations hereunder, and loss or damage to the rig or its associated equipment results therefrom, Operator shall, without regard to other provisions of this Contract, including Subparagraph 14.1 hereof, reimburse Contractor for all such loss or damage including removal of debris and payment of Force Majeure Rate during repair and/or demobilization if applicable.**

11. EQUIPMENT CAPACITY

Operations shall not be attempted under any conditions which exceed the capacity of the equipment specified to be used hereunder or where canal or water depths are in excess of N/A feet. Without prejudice to the provisions of Paragraph 14 hereunder, Contractor shall have the right to make the final decision as to when an operation or attempted operation would exceed the capacity of specified equipment.

12. TERMINATION OF LOCATION LIABILITY:

When Contractor has concluded operations at the well location, Operator shall thereafter be liable for damage to property, personal injury or death of any person which occurs as a result of conditions of the location and Contractor shall be relieved of such liability; provided, however, if Contractor shall subsequently reenter upon the location for any reason, including removal of the rig, any term of the Contract relating to such reentry activity shall become applicable during such period.

13. INSURANCE

During the life of this Contract, Contractor shall at Contractor's expense maintain, with an insurance company or companies authorized to do business in the state where the work is to be performed or through a self-insurance program, insurance coverages of the kind and in the amount set forth in Exhibit "A", insuring the liabilities specifically assumed by Contractor in Paragraph 14 of this Contract. Contractor shall procure from the company or companies writing said insurance a certificate or certificates that said insurance is in full force and effect and that the same shall not be canceled or materially changed without ten (10) days prior written notice to Operator. For liabilities assumed hereunder by Contractor, its insurance shall be endorsed to provide that the underwriters waive their right of subrogation against Operator. Operator will, as well, cause its insurer to waive subrogation against Contractor for liability it assumes and shall maintain, at Operator's expense, or shall self insure, insurance coverage as set forth in Exhibit "A" of the same kind and in the same amount as is required of Contractor, insuring the liabilities specifically assumed by Operator in Paragraph 14 of this Contract, Operator shall procure from the company or companies writing said insurance a certificate or certificates that said insurance is in full force and effect and that the same shall not be canceled or materially changed without ten (10) days prior written notice to Contractor. Operator and Contractor shall cause their respective underwriters to name the other additionally insured but only to the extent of the indemnification obligations assumed herein.

14. RESPONSIBILITY FOR LOSS OR DAMAGE, INDEMNITY, RELEASE OF LIABILITY AND ALLOCATION OF RISK:

14.1 Contractor's Surface Equipment: Contractor shall assume liability at all times for damage to or destruction of Contractor's surface equipment, regardless of when or how such damage or destruction occurs, and Contractor shall release Operator of any liability for any such loss, except loss or damage under the provisions of Paragraph 10 or Subparagraph 14.3.

14.2 Contractor's In-Hole Equipment: Operator shall assume liability at all times for damage to or destruction of Contractor's in-hole equipment, including, but not limited to, drill pipe, drill collars, and tool Joints, and Operator shall reimburse Contractor for the value of any such loss or damage; the value to be determined by agreement between Contractor and Operator as current repair costs or 100 percent of current like kind replacement cost of such equipment delivered to the well site.

14.3 Contractor's Equipment - Environmental Loss or Damage: Notwithstanding the provisions of Subparagraph 14.1 above, Operator shall assume liability at all times for damage to or destruction of Contractor's equipment resulting from the presence of H₂S, CO₂ or other corrosive elements that enter the drilling fluids from subsurface formations or the use of corrosive, destructive or abrasive additives in the drilling fluids.

14.4 Operator's Equipment: Operator shall assume liability at all times for damage to or destruction of Operator's or its co-venturers', co-lessees' or joint owners' equipment, including, but not limited to, casing, tubing, well head equipment, and platform if applicable, regardless of when or how such damage or destruction occurs, and Operator shall release Contractor of any liability for any such loss or damage.

14.5 The Hole: In the event the hole should be lost or damaged, Operator shall be solely responsible for such damage to or loss of the hole, including the casing therein. Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for damage to or loss of the hole, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any and all claims, liability, and expense relating to such damage to or loss of the hole.

14.6 Underground Damage: Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any and all claims, liability, and expense resulting from operations under this Contract on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss, or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, or reservoir beneath the surface of the earth.

14.7 Inspection of Materials Furnished by Operator: Contractor agrees to visually inspect all materials furnished by Operator before using same and to notify Operator of any apparent defects therein. Contractor shall not be liable for any loss or damage resulting from the use of materials furnished by Operator, and Operator shall release Contractor from, and shall protect, defend and indemnify Contractor from and against, any such liability.

14.8 Contractor's Indemnification of Operator: Contractor shall release Operator of any liability for, and shall protect, defend and indemnify Operator from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Contractor's employees or Contractor's subcontractors of any tier (inclusive of any agent or consultant engaged by Contractor) or their employees, or Contractor's invitees, on account of bodily injury, death or damage to property. Contractor's indemnity under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by Operator pursuant to Paragraph 13. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under Subparagraph 14.8 (which Contractor and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnities, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

14.9 Operator's Indemnification of Contractor: Operator shall release Contractor of any liability for, and shall protect, defend and indemnify Contractor from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Operator's employees or Operator's contractors of any tier (inclusive of any agent, consultant or subcontractor engaged by Operator) or their employees, or Operator's invitees, other than those parties identified in Subparagraph 14.8 on account of bodily injury, death or damage to property. Operator's indemnity under this Paragraph shall be without regard to and without any right to contribution from any insurance maintained by Contractor pursuant to Paragraph 13. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnities voluntarily assumed under Subparagraph 14.9 (which Contractor and Operator hereby agree will be supported either by available liability insurance, under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

14.10 Liability for Wild Well: Operator shall be liable for the cost of regaining control of any wild well, as well as for cost of removal of any debris and cost of property remediation and restoration, and Operator shall release, protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against any liability for such cost.

14.11 Pollution or Contamination: Notwithstanding anything to the contrary contained herein, except the provisions of Paragraphs 10 and 12, it is understood and agreed by and between Contractor and Operator that the responsibility for pollution or contamination shall be as follows:

(a) Contractor shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnify Operator from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination, which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities.

(b) Operator shall assume all responsibility for, including control and removal of, and shall protect, defend and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly from all other pollution or contamination which may occur during the conduct of operations hereunder, including, but not limited to, that which may result from fire, blowout, cratering, seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposition of all drilling fluids, including, but not limited to, oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings or cavings, lost circulation and fish recovery materials and fluids. Operator shall release Contractor and its suppliers, contractors and subcontractors of any tier of any liability for the foregoing.

(c) In the event a third party commits an act or omission which results in pollution or contamination for which either Contractor or Operator, for whom such party is performing work, is held to be legally liable, the responsibility therefor shall be considered, as between Contractor and Operator, to be the same as if the party for whom the work was performed had performed the same and all of the obligations respecting protection, defense, indemnity and limitation of responsibility and liability, as set forth in (a) and (b) above, shall be specifically applied.

14.12 Consequential Damages: Subject to and without affecting the provisions of this Contract regarding the payment rights and obligations of the parties or the risk of loss, release and indemnity rights and obligations of the parties, each party shall at all times be responsible for and hold harmless and indemnify the other party from and against its own special, indirect or consequential damages, and the parties agree that special, indirect or consequential damages shall be deemed to include, without limitation, the following: loss of profit or revenue; costs and expenses resulting from business interruptions; loss of or delay in production; loss of or damage to the leasehold; loss of or delay in drilling or operating rights; cost of or loss of use of property, equipment, materials and services, including without limitation those provided by contractors or subcontractors of every tier or by third parties. Operator shall at all times be responsible for and hold harmless and indemnify Contractor and its suppliers, contractors and subcontractors of any tier from and against all claims, demands and causes of action of every kind and character in connection with such special, indirect or consequential damages suffered by Operator's co-owners, co-venturers, co-lessees, farmers, farmees, partners and joint owners.

14.13 Indemnity Obligation: Except as otherwise expressly limited in this Contract, it is the intent of parties hereto that all releases, indemnity obligations and/or liabilities assumed by such parties under terms of this Contract, including, without limitation, Subparagraphs 4.9 and 6.3(c), Paragraphs 10 and 12, and Subparagraphs 14.1 through 14.12 hereof, be without limit and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, defect or ruin of premises or equipment, strict liability, regulatory or statutory liability, products liability, breach of representation or warranty (express or implied), breach of duty (whether statutory, contractual or otherwise) any theory of tort, breach of contract, fault, the negligence of any degree or character (regardless of whether such negligence is sole, Joint or concurrent, active, passive or gross) of any party or parties, including the party seeking the benefit of the release, indemnity or assumption of liability, or any other theory of legal liability. The indemnities, and releases and assumptions of liability extended by the parties hereto under the provisions of Subparagraphs 4.9 and 6.3 and Paragraphs 10,12 and 14 shall inure to the benefit of such parties, their co-venturers, co-lessees, joint owners, their parent, holding and affiliated companies and the officers, directors, stockholders, partners, managers, representatives, employees, consultants, agents, servants and insurers of each. Except as otherwise provided herein, such indemnification and assumptions of liability shall not be deemed to create any rights to indemnification in any person or entity not a party to this Contract, either as a third party beneficiary or by reason of any agreement of indemnity between one of the parties hereto and another person or entity not a party to this Contract.

15. AUDIT

If any payment provided for hereunder is made on the basis of Contractor's costs, Operator shall have the right to audit Contractor's books and records relating to such costs. Contractor agrees to maintain such books and records for a period of two (2) years from the date such costs were incurred and to make such books and records readily available to Operator at any reasonable time or times within the period.

16. NO WAIVER EXCEPT IN WRITING

It is fully understood and agreed that none of the requirements of this Contract shall be considered as waived by either party unless the same is done in writing, and then only by the persons executing this Contract, or other duly authorized agent or representative of the party.

17. FORCE MAJEURE

Except as provided in this Paragraph 17 and without prejudice to the risk of loss, release and indemnity obligations under this Contract, each party to this Contract shall be excused from complying with the terms of this Contract, except for the payment of monies when due, if and for so long as such compliance is hindered or prevented by a Force Majeure Event. As used in this Contract, "Force Majeure Event" includes: acts of God, action of the elements, wars (declared or undeclared), insurrection, revolution, rebellions or civil strife, piracy, civil war or hostile action, terrorist acts, riots, strikes, differences with workmen, acts of public enemies, federal or state laws,

rules, regulations dispositions or orders of any governmental authorities having jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), inability to procure material, equipment, fuel or necessary labor in the open market, acute and unusual labor or material, equipment or fuel shortages, or any other causes (except financial) beyond the control of either party. Neither Operator nor Contractor shall be required against its will to adjust any labor or similar disputes except in accordance with applicable law. In the event that either party hereto is rendered unable, wholly or in part, by any of these causes to carry out its obligation under this Contract, it is agreed that such party shall give notice and details of Force Majeure in writing to the other party as promptly as possible after its occurrence. In such cases, the obligations of the party giving the notice shall be suspended during the continuance of any inability so caused except that Operator shall be obligated to pay to Contractor the Force Majeure Rate provided for in Subparagraph 4.8 above.

18. GOVERNING LAW:

This Contract shall be construed, governed, interpreted, enforced and litigated, and the relations between the parties determined in accordance with the laws of TEXAS.

19. INFORMATION CONFIDENTIAL:

Upon written request by Operator, information obtained by Contractor in the conduct of drilling operations on this well, including, but not limited to, depth, formations penetrated, the results of coring, testing and surveying, shall be considered confidential and shall not be divulged by Contractor or its employees, to any person, firm, or corporation other than Operator's designated representatives.

20. SUBCONTRACTS:

Either party may employ other contractors to perform any of the operations or services to be provided or performed by it according to Exhibit "A".

21. ATTORNEY'S FEES

If this Contract is placed in the hands of an attorney for collection of any sums due hereunder, or suit is brought on same, or sums due hereunder are collected through bankruptcy or arbitration proceedings, then the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

22. CLAIMS AND LIENS:

Contractor agrees to pay all valid claims for labor, material, services, and supplies to be furnished by Contractor hereunder, and agrees to allow no lien by such third parties to be fixed upon the lease, the well, or other property of the Operator or the land upon which said well is located.

23. ASSIGNMENT:

Neither party may assign this Contract without the prior written consent of the other, and prompt notice of any such intent to assign shall be given to the other party. In the event of such assignment, the assigning party shall remain liable to the other party as a guarantor of the performance by the assignee of the terms of this Contract, if any assignment is made that materially alters Contractor's financial burden, Contractor's compensation shall be adjusted to give effect to any increase or decrease in Contractor's operating costs.

24. NOTICES AND PLACE OF PAYMENT:

Notices, reports, and other communications required or permitted by this Contract to be given or sent by one party to the other shall be delivered by hand, mailed, digitally transmitted or telecopied to the address hereinabove shown. All sums payable hereunder to Contractor shall be payable at its address hereinabove shown unless otherwise specified herein.

25. CONTINUING OBLIGATIONS:

Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

26. ENTIRE AGREEMENT:

This Contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement, and shall, exclusively, control and govern all work performed hereunder. All

representations, offers, and undertakings of the parties made prior to the effective date hereof, whether oral or In writing, are merged herein, and no other contracts, agreements or work orders, executed prior to the execution of this Contract, shall In any way modify, amend, alter or change any of the terms or conditions set out herein.

27. SPECIAL PROVISIONS:

28. ACCEPTANCE OF CONTRACT:

The foregoing Contract, including the provisions relating to Indemnity, release of liability and allocation of risk of Subparagraphs 4.9 and 6.3(c), Paragraphs 10 and 12, and Subparagraphs 14.1 through 14.12, is acknowledged, agreed to and accepted by Operator this _____ day of _____, 20_____.

OPERATOR: DIAMONDBACK E&P, LLC

By: _____
Title: _____

The foregoing Contract, including the provisions relating to Indemnity, release of liability and allocation of risk of Subparagraphs 4.9, 6.3(c), Paragraphs 10 and 12, and Subparagraphs 14.1 through 14.12, is acknowledged, agreed to and accepted by Contractor this _____ day of _____, 20_____, which is the effective date of this Contract, subject to rig availability, and subject to all of its terms and provisions, with the understanding that it will not be binding upon Operator until Operator has noted its acceptance, and with the further understanding that unless said Contract is thus executed by Operator within _____ days of the above date Contractor shall be in no manner bound by its signature thereto.

OPERATOR: BISON DRILLING & FIELD SERVICES LLC

By: _____
Title: _____

EXHIBIT "A"

To Daywork Contract dated _____, 20____,
 Operator DIAMONDBACK E&P. LLC Contractor BISON DRILLING & FIELD SERVICES
 Well Name and Number _____

SPECIFICATIONS AND SPECIAL PROVISIONS

1. CASING PROGRAM (See Paragraph 7)

	Hole Size	Casing Size	Weight	Grade	Approximate Setting Depth	Wait on Cement Time
Conductor	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Surface	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Protection	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Production	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
Liner	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs
	_____ in.	_____ in.	_____ lbs./ft.	_____	_____ ft.	_____ hrs

2. MUD CONTROL PROGRAM (See Subparagraph 8.2)

Depth Interval (ft)

From	To	Type Mud	Weight (lbs./gal.)	Viscosity (Secs)	Water Loss (cc)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Other mud specifications:

3. INSURANCE (See Paragraph 13)

- 3.1** Adequate Workers' Compensation Insurance complying with State Laws applicable or Employers' Liability Insurance with limits of \$ 1,000,000 covering all of Contractor's employees working under this Contract.
- 3.2** Commercial (or Comprehensive) General Liability Insurance, including contractual obligations as respects this Contract and proper coverage for all other obligations assumed in this Contract. The limit shall be \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.
- 3.3** Automobile Public Liability Insurance with limits of \$ 1,000,000 for the death or injury of each person and \$1,000,000 for each accident; and Automobile Public Liability Property Damage Insurance with limits of \$1,000,000 for each accident.
- 3.4** In the event operations are over water, Contractor shall carry In addition to the Statutory Workers' Compensation Insurance, endorsements covering liability under the Longshoremen's & Harbor Workers' Compensation Act and Maritime liability including maintenance and cure with limits of \$1,000,000 for each death or injury to one person and \$1,000,000 for any one accident.
- 3.5** Other insurance:

4. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY CONTRACTOR:

The machinery, equipment, tools, materials, supplies, instruments, services and labor hereinafter listed, including any transportation required for such items, shall be provided at the well location at the expense of Contractor unless otherwise noted by this Contract.

4.1 Drilling Rig

Complete drilling rig, designated by Contractor as its Rig No. TO BE DESIGNATED, the major items of equipment being:

Drawworks: Make and Model TO BE DESIGNATED

Engines; Make, Model, and H.P. TO BE DESIGNATED

No. on Rig

Pumps: No. 1 Make, Size, and Power TO BE DESIGNATED

No. 2 Make, Size, and Power TO BE DESIGNATED

Mud Mixing Pump: Make, Size, and Power TO BE DESIGNATED

Boilers: Number, Make, H.P. and W.P. TO BE DESIGNATED

Derrick or Mast: Make, Size, and Capacity TO BE DESIGNATED

Substructure: Size and Capacity

Rotary Drive: Type TO BE DESIGNATED

Drill Pipe: Size in. ft.; Size in. ft.

Drill Collars: Number and Size TO BE DESIGNATED

Blowout Preventers: TO BE DESIGNATED

Size	Series or Test Pr.	Make & Model	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B.O.P. Closing Unit: TO BE DESIGNATED

B.O.P. Accumulator: TO BE DESIGNATED

4.2 Derrick timbers.

4.3 Normal strings of drill pipe and drill collars specified above.

4.4 Conventional drift indicator,

4.5 Circulating mud pits.

4.6 Necessary pipe racks and rigging up material,

4.7 Normal storage for mud and chemicals.

4.8 Shale Shaker.

4.9 SEPARATOR

4.10 WATER STORAGE

4.11 _____

4.12 _____

4.13 _____

4.14 _____

4.15 _____

4.16 _____

4.17 _____

5. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY OPERATOR:

The machinery, equipment, tools, materials, supplies, instruments, services and labor hereinafter listed, including any transportation required for such items, shall be provided at the well location at the expense of Operator unless otherwise noted by this Contract.

5.1 Furnish and maintain adequate roadway and/or canal to location, right-of-way, including rights-of-way for fuel and water lines, river crossings, highway crossings, gates and cattle guards.

5.2 Stake location, clear and grade location, and provide turnaround, including surfacing when necessary.

5.3 Test tanks with pipe and fittings.

5.4 Mud storage tanks with pipe and fittings.

5.5

5.6 Labor and materials to connect and disconnect mud tank, test tank, and mud gas separator,

5.7 Labor to disconnect and clean test tanks and mud gas separator.

5.8 Drilling mud, chemicals, lost circulation materials and other additives.

5.9 Pipe and connections for oil circulating lines.

5.10 Labor to lay, bury and recover oil circulating lines.

5.11 Drilling bits, reamers, reamer cutters, stabilizers and special tools.

5.12 Contract fishing tool services and tool rental,

5.13 Wire line core bits or heads, core barrels and wire line core catchers if required.

5.14 Conventional core bits,, core catchers and core barrels.

5.15 Diamond core barrel with head.

5.16 Cement and cementing service.

5.17 Electrical wireline logging services.

5.18 Directional, caliper, or other special services.

5.19 Gun or Jet perforating services.

5.20 Explosives and shooting devices.

5.21 Formation testing, hydraulic fracturing, acidizing and other related services.

5.22 Equipment for drill stem testing.

5.23 Mud logging services.

5.24 Sidewall coring service.

5.25 Welding service for welding bottom joints of casing, guide shoe, float shoe, float collar and in connection with installing of well head equipment if required.

5.26 Casing, tubing, liners, screen, float collars, guide and float shoes and associated equipment.

5.27 Casing scratchers and centralizers.

5.28 Well head connections and all equipment to be Installed in or on well or on the premises for use in connection with testing, completion and operation of well.

5.29 Special or added storage for mud and chemicals.

5.30 Casinghead, API series, to conform to that shown for the blowout preventers specified in Subparagraph 4.1 above.

- 5.31 Blowout preventer testing packoff and testing services.
- 5.32 Replacement of BOP rubbers, elements and seals, if required, after initial test
- 5.33 Casing Thread Protectors and Casing Lubricants.
- 5.34 H₂S training and equipment as necessary or as required by law.
- 5.35 Site septic systems.
- 5.36 _____
- 5.37 _____
- 5.38 _____
- 5.39 _____
- 5.40 _____
- 5.41 _____
- 5.42 _____
- 5.43 _____
- 5.44 _____
- 5.45 _____
- 5.46 _____
- 5.47 _____
- 5.48 _____
- 5.49 _____
- 5.50 _____

6. EQUIPMENT, MATERIALS AND SERVICES TO BE FURNISHED BY DESIGNATED PARTY:

The machinery, equipment, tools, materials, supplies, Instruments, services, and labor listed as the following numbered items, including any transportation required for such items unless otherwise specified, shall be provided at the well location and at the expense of the party hereto as designated by an X mark in the appropriate column.

		To Be Provided By and At The Expense Of	
		Operator	Contractor
6.1	Cellar and Runways	X	
6.2	Ditches and sumps	X	
6.3	Fuel (located at _____)	X	
6.4	Fuel Lines (length _____)	X	
6.5	Water at source, including required permits	X	
6.6	Water well, including required permits	X	
6.7	Water lines, including required permits	X	
6.8	Water storage tanks 1000 capacity		X
6.9	Potable water	X	
6.10	Labor to operate water well or water pump		X
6.11	Maintenance of water well, If required	X	
6.12	Water Pump	X	
6.13	Fuel for water pump	X	X
6.14	Mats for engines and boilers, or motors and mud pumps	X	
6.15	Transportation of Contractor's property:	X	
	Move In	X	

	Move Out			X
6.16	Materials for "boxing in" rig and derrick		X	X
6.17	Special strings of drill pipe and drill collars as follows:		X	
	_____		N/A	
	_____		N/A	
6.18	Kelly joints, subs, elevators, tongs, slips and BOP rams for use with special drill pipe		X	
6.19	Drill pipe protectors for Kelly joint and each Joint of drill pipe running inside of Surface Casing as required, for use with normal strings of drill pipe			X
6.20	Drill pipe protectors for Kelly joint and drill pipe running inside of Protection Casing			X
6.21	Rate of penetration recording device			X
6.22	Extra labor for running and cementing casing (Casing crews)		X	
6.23	Casing tools		X	
6.24	Power casing tongs		X	
6.25	Laydown and pickup machine		X	
6.26	Tubing tools		X	
6.27	Power tubing tong		X	
6.28	Crew Boats, Number _____		N/A	
6.29	Service Barge		N/A	
6.30	Service Tug Boat		N/A	
6.31	Rat Hole		X	
6.32	Mouse Hole		X	
6.33	Reserve Pits		X	
6.34	Upper Kelly Cock			X
6.35	Lower Kelly Valve			X
6.36	Drill Pipe Safety Valve			X
6.37	Inside Blowout Preventer			X
6.38	Drilling hole for or driving for conductor pipe		X	
6.39	Charges, cost of bonds for public roads		X	
6.40	Portable Toilet		X	
6.41	Trash Receptacle		X	
6.42	Linear Motion Shale Shakers			X
6.43	Shale Shaker Screens			X
6.44	Mud Cleaner			N/A
6.45	Mud/Gas Separator			N/A
6.46	Desander			X
6.47	Desilter			X
6.48	Degasser			N/A
6.49	Centrifuge		X	
6.50	Rotating Head		X	
6.51	Rotating Head Rubbers		X	
6.52	Hydraulic Adjustable Choke		X	
6.53	Pit Volume Totalizer			
6.54	Communication, type RIG FLOOR PHONE			X
6.55	Forklift. Capacity		X	
6.56	Corrosion Inhibitor for protecting drill string		X	
6.57	_____			
6.58	_____			
6.59	_____			
6.60	_____			

7. OTHER PROVISIONS:

BISON DRILLING WILL FURNISH A TOP DRIVE IF BISON OWNS EQUIPMENT THAT MEETS OPERATOR'S SPECIFICATIONS AND OPERATOR REQUESTS US OF TOP DRIVE.

EXHIBIT "B"
(See Subparagraph 8.3)

The following clauses, when required by law, are incorporated in the Contract by reference as if fully set out:

- (1) The Equal Opportunity Clause prescribed in 41 CFR 60-1.4.
- (2) The Affirmative Action Clause prescribed in 41 CFR 60-250.4 regarding veterans and veterans of the Vietnam era.
- (3) The Affirmative Action Clause for handicapped workers prescribed in 41 CFR 60-741.4.
- (4) The Certification of Compliance with Environmental Laws prescribed in 40 CFR 15.20.

MASTER FIELD SERVICES AGREEMENT

THIS MASTER FIELD SERVICES AGREEMENT (this "Agreement") is made and entered into to be effective as of January 1, 2013, by and between DIAMONDBACK E&P LLC ("Operator") and BISON DRILLING AND FIELD SERVICES LLC ("Contractor").

RECITALS:

A. Operator is employed in numerous business activities, including, but not limited to, the exploration, development, production, treatment, storage, and marketing of oil, gas, coal bed methane and other minerals for itself and for the account of others.

B. Operator desires, from time to time, to (i) employ the services of Contractor or (ii) purchase or lease goods, equipment or facilities from Contractor in connection with Operator's exploration for oil and gas as provided herein.

C. Contractor represents that it has (i) fully trained personnel capable of efficiently performing services as required by Operator and/or (ii) goods, equipment and facilities that are free from defects and capable of satisfying the requirements of Operator as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Operator and Contractor hereby agree as follows:

1. Purchase of Work. This Agreement and the Field Services Agreement (as hereinafter defined) shall control and govern any and all (i) performance of services by Contractor for Operator (the "Services") and (ii) purchase or lease of goods, materials, supplies, tools, manufactured articles, equipment or facilities by Operator from Contractor (the "Goods"). The Services performed and the Goods delivered (hereinafter collectively referred to as the "Work") will be as requested by Operator to Contractor and accepted by Contractor (subject to any mutually agreed upon modifications) and will be defined by separate orders (either verbal or written) (each an "Order"). This Agreement and the Field Services Agreement shall be deemed to be incorporated in full in every Order effective upon the giving of such Order if verbal or the receipt of such Order by Contractor if written. Operator shall endeavor to provide written confirmation of any oral Orders within ten (10) working days after same are given, but the failure to do so shall not invalidate the Order or the obligations of the parties arising hereunder by reason of such Order.

2. Field Services Agreement. The terms and conditions pursuant to which Contractor shall provide the Work shall be as set forth in the Field Services Agreement attached hereto as Exhibit "A" (the "Field Services Agreement") and incorporated by reference.

3. Compensation. Operator shall compensate Contractor for the Work in accordance with the rate schedule attached hereto as Exhibit "B", except with respect to trailers, forklifts and well spudders, which shall be subject to the rate schedule attached hereto as Exhibit "C".

4. Term. This Agreement may be terminated at the option of either party by giving the other party written notice to that effect, which termination shall become effective thirty (30) calendar days after the giving of such written notice; however, neither party hereto shall, by the termination of this Agreement, be relieved of its respective obligations arising from or incident to Work being performed hereunder under an accepted Order not yet fully performed at or prior to the time the termination of this Agreement becomes effective. For the avoidance of doubt, the parties agree that the Field Services Agreement shall have the same term as this Agreement, it being the intent of the parties that this Agreement and the Field Services Agreement shall terminate on the same date.

5. No Obligation to Request/Accept Work. This Agreement does not obligate Operator to issue any Order to Contractor or to accept Contractor's offers in response to a request to perform Work, and it does not obligate Contractor to accept an Order from Operator.

6. Notices. Except as provided otherwise in paragraph 1 above, all notices or other communications hereunder (and the term "notices" as used in this paragraph includes communications) shall be in writing and may be effected by (i) personal delivery, (ii) registered or certified mail, postage prepaid with return receipt requested," (iii) sent and delivered by a nationally recognized overnight delivery service, or (iv) by email with written confirmation promptly thereafter in accordance with clauses (i), (ii) or (iii) or by return email. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party in accordance with this Agreement. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated upon receipt, refusal or as of the first attempted date of delivery if unclaimed; and email notices shall be deemed communicated as of the date of actual receipt; provided, emails not received between the hours of 8:30 a.m. and 5:00 p.m. local time on a date which is not a Saturday, Sunday, or federal or state holiday (business day), shall be deemed received at 8:30 a.m. on the next business day.

If to Operator: Diamondback E&P LLC
500 West Texas, Suite 1210
Midland, Texas 79707
Attention: Travis Stice
Email: tstice@windsorenergy.com

If to Contractor: Bison Drilling and Field Services LLC
11800 HWY 191
Midland, Texas 79707
Attention: Kaes Van't Hof
Email: kvanthof@bisonenergyservices.com

7. Entire Agreement. This Agreement together with the Exhibits hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

8. Assignment. Neither party shall assign this Agreement or any part hereof, nor shall either party assign or delegate any of its rights or obligations hereunder, without the prior written consent of the other. Any purported assignment made without such consent shall be void and of no force and effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, and legal representatives.

9. Amendment. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

10. Waiver. Any of the terms, covenants, representations, warranties, or conditions hereof may be waived only by a written instrument executed by or on behalf of the party hereto waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the performance of such provision or any other provisions hereof.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

12. Execution Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument. All such counterparts together shall constitute for all purposes one agreement.

13. Conflict. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Field Services Agreement, the terms and provisions of this Agreement shall control.

(signature page following)

IN WITNESS WHEREOF, Operator and Contractor have executed this Agreement as of this 28th day of January, 2013, to be effective as of the day and year first written above.

OPERATOR:

DIAMONDBACK E&P LLC

By: /s/ Travis Stice
Travis Stice
Chief Executive Officer

CONTRACTOR:

BISON DRILLING & FIELD SERVICES LLC

By: /s/ Kaes Van't Hof
Kaes Van't Hof
Chief Executive Officer

EXHIBIT "A"

Field Services Agreement

See attached.

EXHIBIT "A"

FIELD SERVICES AGREEMENT

THIS FIELD SERVICES AGREEMENT (this "Contract"), effective this 1st day of January, 2013, is by and between BISON DRILLING AND FIELD SERVICES LLC (hereinafter referred to as "Contractor") and DIAMONDBACK E&P LLC (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, Operator and Contractor have entered into that certain Master Field Services Agreement (the "Master Field Services Agreement") of even date herewith, which provides that any Work provided by Contractor shall be subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereto mutually agree as follows:

1. **Definitions.** Unless otherwise defined in this Contract, any term used in this Contract that is capitalized, but not defined, shall have the same meaning as set forth in the Master Field Services Agreement. Any reference herein to this Contract shall also be deemed a reference to the Master Field Services Agreement and any reference herein to Company shall also be deemed a reference to Operator under the Master Field Services Agreement.
2. **Time for Performance.** Time is expressly declared to be of the essence under this Contract. If Contractor fails to timely perform any Work under this Contract, Company has the option to terminate such Work.
3. **Term.** This Contract shall have the same term as the Master Field Services Agreement, it being the intent of the parties that this Contract and the Master Field Services Agreement shall terminate on the same date.
4. **Acceptance of Work.** Upon Company notifying Contractor of Work desired, and Contractor's acceptance thereof, Contractor will commence the Work at the agreed upon time and place, and continue such Work diligently and without delay, in a good and workmanlike manner, and in strict conformity with the specifications and requirements contained herein and in any related Order.
5. **No Obligation to Request/Accept Work.** This Contract does not obligate Company to issue any Order to Contractor or accept Contractor's offers in response to a request to perform Work, nor does it obligate Contractor to accept an Order from Company.
6. **Contractor Authorized Agent.** Any person employed by Contractor and in charge of either the personnel or equipment of Contractor shall be the authorized agent of Contractor for the purpose of accepting any Order.

7. **Company Designated Representative.** Company shall appoint and provide Contractor written or oral notice of its designated representative for each Work project. No representative shall have authority to change or modify the terms of this Contract unless expressly so authorized in writing by Company.

8. **Confidentiality.** Information, including geological and geophysical information, obtained by Contractor while performing Work, including but not limited to information concerning depth, formations penetrated, proprietary completion or treatment techniques and protocols, and the results of coring, testing and surveying, is proprietary to Company and confidential and shall not be divulged by Contractor or Contractor's employees, agents, representatives or subcontractors to any person or entity other than persons designated by Company in writing. Contractor shall be responsible for the safekeeping and protection of all such information in its (or its employees', representatives', agents' or subcontractors') control and/or custody and Company shall have the general right of inspection to determine whether such information is secure.

9. **Delivery Tickets/Time Sheets and Maintenance of Records.**

(a) Delivery tickets covering any Goods furnished hereunder or in connection with any Services and time sheets covering any Work shall be in a form acceptable to Company and shall be delivered to Company each day at the office of Company or the Work site, as designated by Company. Each delivery ticket and time sheet shall be properly certified by Contractor. Upon receipt of such delivery tickets and time sheets, a representative of Company shall review and approve same (if satisfactory) in writing.

(b) Contractor agrees to retain all books and records (i.e., payroll records, accounting records, payment records, invoices, time reports and travel/entertainment expense reports) relating to Work performed hereunder for a twenty-four (24) month period commencing at the end of the calendar year in which the applicable Work was completed, and for any additional period as may be necessary to permit Company to complete any audit commenced within such period. These records should, at minimum, include rate schedules prevailing during the Contract term, payroll records of individuals performing Work under the Contract, invoices for purchases for Company's account and any expense reports including reports for travel and entertainment of Company's employees or representatives. Representatives and auditors of Company shall have access at any time during normal working hours to the books and records maintained by Contractor relating to this Contract and any of the Work performed hereunder, and shall have the right to copy and audit such books and records.

10. **Terms of Payment.**

(a) Company will pay Contractor for Work satisfactorily rendered hereunder (i) in accordance with Contractor's rate schedule set forth in the Master Field Services Agreement or (ii) at such other rates and/or prices as are agreed to by Contractor and Company in the applicable Order.

(b) Prior to acceptance of any Order, Contractor shall deliver to Company a copy of any revisions to the rate and price schedule in effect on the date of this Contract. No such revisions shall be effective until approved by Company and in no event sooner than ten (10) days after such notice is received by Company unless otherwise agreed to by Contractor and Company.

(c) The rates to be paid to Contractor by Company for the actual performance of the Work shall be in lieu of any other charges for materials or supplies furnished by Contractor for use in the Work or any separate charges for transportation of tools, equipment and labor or time required to transport tools, equipment and labor to and from the location of such Work, unless otherwise specified in the scheduled rates.

(d) No stand-by rate or other rates shall apply for personnel or equipment when such personnel or equipment is not at Company's disposal.

(e) The Parties expressly agree that, except as expressly provided herein to the contrary, the rates agreed to be paid to Contractor by Company shall be inclusive of (i) insurance premiums paid by Contractor in acquiring and maintaining the insurance required by this Contract, and (ii) taxes, fees, licenses and permits required pursuant to Section 13 hereof. Contractor represents to Company that all rate schedules of Contractor provided to Company include the foregoing matters.

11. *Time of Payment.*

(a) Contractor shall provide Company an invoice in a form acceptable to Company at Company's address set forth in the Master Field Services Agreement, in accordance with instructions provided at the time of the issuance of the applicable Order, or if no such instructions were given, at the end of each month during the course of the Work. Payment shall be made by Company within sixty (60) days of receipt of Contractor's invoice for Work performed to Company's satisfaction.

(b) If Company disputes any item billed, Company shall, within sixty (60) days of receipt of Contractor's invoice, notify Contractor of the item disputed and specify Company's complaint. Payment of such item shall be withheld until settlement of the dispute; however, any undisputed portion shall be paid within the time period specified. Invoices received in a form unacceptable to Company or not in accordance with this Contract shall be returned by Company to Contractor unpaid within sixty (60) days of receipt by Company.

12. *Standard of Performance.*

(a) Contractor warrants (i) that all Work shall be performed in compliance with all applicable laws, rules and regulations (including all safety codes, statutes, regulations, precautions, and procedures) and utilizing all necessary or desirable personal protective equipment and devices, whether suggested or required by safety associations, government agencies, municipalities or otherwise; (ii) that all Work shall be done with the utmost skill, care and diligence, in a good and workmanlike manner, in accordance with the terms hereof and good industry standards of performance and in a timely manner

and shall conform to all terms and specifications set forth in the applicable Order and/or this Contract and any other written instructions applicable to the Work; (iii) that all Goods and Contractor's tools, machinery and equipment shall be the best quality for their purposes, maintained to be free from defect, meet all engineering standards and specifications provided by Company, have been prepared, tested and shipped in accordance with the provisions hereof and in all applicable Orders and shall be free and clear of any liens, encumbrances or security interests; and (iv) that Contractor, its subcontractors and their employees are sufficiently experienced and suitably trained to perform the Work.

(b) Contractor shall obtain, and assign to Company, to the maximum extent reasonably possible, manufacturer, vendor and supplier warranties with respect to Goods, materials, supplies, tools, machinery and equipment obtained or used by Contractor in the performance of the Work.

(c) Any portion of the Work found defective or unsuitable shall be promptly removed, replaced or corrected by Contractor without additional charge to Company.

(d) Contractor shall comply with the terms and conditions regarding drugs and alcohol set forth in Exhibit A hereto.

(e) If Company shall have reason to be dissatisfied with the conduct of Contractor's employees or representatives employed on Company's premises, Contractor shall, on receiving particulars of the complaint, promptly investigate and, if necessary, make a change in the appointment or practices required to provide the Work contracted for. Contractor shall not employ in connection with any Work any employee whose employment violates applicable labor laws.

(f) Unless otherwise specified in the Order, Contractor shall deliver (or cause to be delivered) all Goods F.O.B. the location specified in the Order.

(g) Re-Performance of the Work or alterations, repairs or replacements necessary to meet the standard of care and warranties in this Section 12 shall not constitute Company's exclusive remedy with respect to the applicable Order or this Contract. Company's failure to make an inspection or test or to discover defective workmanship, Services or Goods shall not relieve Contractor from any responsibility under the applicable Order, and payment of any funds by Company shall not constitute a waiver of such defects.

13. **Compliance with Laws.**

(a) Contractor shall obtain all permits and licenses required for it to perform the Work and shall otherwise comply with all laws, rules, regulations, ordinances, judgments, orders and other official acts of all federal, state, municipal, foreign and other agencies or regulatory bodies ("Governmental Authorities") that are now or may, in the future, become applicable to Contractor and Contractor's business, equipment and personnel engaged in the performance of the Work or this Contract, or arising out of or incident to such performance. Specifically, Contractor shall comply, where required by law, with the Environmental Laws set forth in Exhibit B hereto and the Federal Contract Provisions set forth in Exhibit C hereto.

(b) Contractor further agrees to pay all taxes, charges and fees levied or assessed on Contractor by any Governmental Authority in connection with or incident to the performance of the Work or this Contract, including but not limited to unemployment insurance, withholding taxes, social security taxes, old age benefits and other social security benefits and taxes upon wages of Contractor, its agents, employees and representatives. Contractor agrees to reimburse Company on demand for all such taxes, fees, licenses and charges that Company may be required or deem it necessary to pay on account of the agents, employees and representative of Contractor or its subcontractors.

14. **Force Majeure.** Under the terms of this Contract, "Force Majeure" shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of the public enemy, laws and regulations, wars or war-like action, arrests or other restraints of governments (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, hurricanes, fires, storms, floods, washouts, civil disturbances, confiscation or seizure by any government or public authority, and any other similar causes, that are not reasonably within the control of the Party claiming a Force Majeure and that by the exercise of due diligence such Party shall not have been able to avoid or overcome. Except as specifically provided otherwise in this Contract, if either Party is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on such Party's giving notice and reasonably full particulars of such Force Majeure in writing to the other Party within five (5) days after the occurrence of the cause relied on, such obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuation of any inability so caused and such cause shall, as far as practicable, be remedied with all reasonable dispatch by such party; provided, this Section shall not be construed to require a Party to settle or overcome labor disputes or strikes, except on terms satisfactory to the affected Party in its sole discretion.

15. **Indemnity Obligations.**

(a) *Definitions.* The following terms shall have the designated definitions.

"Company Group" shall mean, individually or in any combination, Company, the Company's parent, affiliates, subsidiaries, joint venturers, joint interest owners, partners, co-owners, co-lessees, contractors (other than Contractor) and subcontractors and each of their respective directors, officers, agents, representatives, employees and invitees.

"Contractor Group" shall mean, individually or in any combination, Contractor, the Contractor's parent, affiliates, subsidiaries and subcontractors, and each of their respective directors, officers, agents, representatives, employees and invitees.

"Defend" shall mean the obligation of the indemnitor at the indemnitees' election (i) to defend the indemnitees at its sole expense or (ii) to reimburse the indemnitees' reasonable expenses incurred in defending themselves. Notwithstanding the indemnitee's election of option (i) above, the indemnitee shall be entitled to participate in its defense.

“**Claims**” shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys’ fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Contract or any work, including, without limitation, property loss, destruction or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society.

(b) GENERAL INDEMNITY. CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING IN FAVOR OF ANY PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR’S SUBCONTRACTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, OR INVITEES (OR THEIR REPRESENTATIVES, EMPLOYEES, AGENTS, OR INVITEES) EXCEPT AS MAY RESULT FROM THE SOLE OR CONCURRENT NEGLIGENCE (THAT IS, TO THE EXTENT OF THE PERCENTAGE OF THE NEGLIGENCE) OF COMPANY GROUP. COMPANY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING IN FAVOR OF COMPANY’S SUBCONTRACTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, OR INVITEES (OR THEIR REPRESENTATIVES, EMPLOYEES, AGENTS, OR INVITEES) EXCEPT AS MAY RESULT FROM THE SOLE OR CONCURRENT NEGLIGENCE (THAT IS, TO THE EXTENT OF THE PERCENTAGE OF THE NEGLIGENCE) OF CONTRACTOR GROUP.

(c) INDIRECT OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY’S GROUP (AS DEFINED ABOVE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO OR IN CONNECTION WITH THIS CONTRACT, THE SERVICES OR ANY EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN CONNECTION WITH INJURY, LOSS OR DAMAGE TO ANY PROPERTY, ANY LOSS OF PROFITS OR BUSINESS OPPORTUNITY, AND ANY LOSS OF USE OF THE EQUIPMENT, IRRESPECTIVE OF THE REASON OR CAUSE OF SUCH DAMAGES, WHETHER ANY OF SUCH DAMAGES OCCUR DURING OR AFTER THE PERIOD OF THIS CONTRACT, OR THAT THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF ANY NATURE WHATSOEVER.

(d) INTELLECTUAL PROPERTY INDEMNITY. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM ANY AND ALL LOSSES FOR INFRINGEMENT OF A PATENT OR PATENTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OR TRADE SECRETS MISAPPROPRIATION GROWING OUT OF OR INCIDENT TO THE WORK OR THE EQUIPMENT OR MATERIALS FURNISHED BY CONTRACTOR IN ITS PERFORMANCE OF THE WORK.

(e) *Anti-Indemnity Statutes.* In the event this Contract is subject to the indemnity limitations of any state anti-indemnity statute (including, but not by way of limitation, Chapter 127 of the Texas Civil Practices and Remedies Code or any successor statute), and so long as such limitations are in force, each Party covenants and agrees to support the mutual indemnity obligations contained in this Section 15 by carrying insurance (or qualified self-insurance) of the types and in the amounts not less than those specified in Exhibit D to this Contract, for the benefit of the other Party. In the event this Contract is subject to the indemnity limitations of Wyoming (including, but not by way of limitation, Wyo. Stat. §§ 30- 1-131, et seq. or any successor statute), this Section 15 shall be interpreted to give the fullest effect to its terms not inconsistent with the provisions of those limitations.

(f) *Enforcement of this Contract.* Nothing in this Section 15 shall be construed to prevent either Party from enforcing their rights under the terms of this Contract.

16. Insurance.

(a) *Contractor's Insurance.* Contractor shall carry insurance (with insurance companies with a minimum Bests Rating of A-, X or its equivalent from other professional rating companies satisfactory to Company) in the amounts set forth in Exhibit D effective prior to the commencement of any Work under this Contract, and such insurance shall be maintained in full force and effect at all times Work is performed and/or this Contract is in effect. In each such policy, except Worker Compensation and Employers Liability, to the extent of the liabilities agreed to be assumed by Contractor, Contractor shall cause (i) the insurer to waive all rights of subrogation against Company Group, (ii) Company Group to be listed as additional insureds and (iii) such policy to be primary as to any other policy of Company Group or otherwise. Before engaging in any Work hereunder, Contractor shall furnish Company an executed Certificate of Insurance (in form satisfactory to Company) evidencing the foregoing insurance. Contractor shall cause each insurer to agree to give Company at least thirty (30) days written notice of cancellation or expiration of any such policies or of any other changes that would materially reduce the limits or coverage (or increase the costs to Company) of such policies. Notwithstanding any provision herein to the contrary, failure to secure the insurance coverage, the failure to comply fully with any of the insurance provisions of this Contract, or the failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Contract, (x) shall in no way act to relieve Contractor from the obligations of this Contract, and (y) shall constitute grounds for the immediate termination of this Contract by Company (in addition to any other rights or remedies available to Company).

(b) *Waiver of Subrogation.* Company and Contractor each hereby waives any and all rights of recovery against the other Group, as defined above, for loss of or damage to such waiving Party or its property or the property of others under its control, where such loss or damage is insured under any insurance policy in force at the time of such loss or damage. Company and Contractor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Contract.

17. ***Incident Reports.*** Contractor shall immediately notify Company in the event of any incident resulting in injury to any person or property damage in excess of \$500.00 and arising out of the Work. Contractor shall prepare and furnish Company a copy of an incident report within ten (10) calendar days thereof, and when requested, shall furnish Company with a copy of all reports made by Contractor to Contractor's insurers with respect thereto.

18. ***Independent Contractor.*** Contractor shall be an independent contractor with respect to the performance of all Work, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of Company in the performance of any Work. Company shall have no direction or control of Contractor or its employees, agents, representatives or subcontractors, except in the results to be obtained. However, the foregoing shall in no way affect or preclude the right of the Company Group to assert any statutory employer defense or other defense which may exist. The Work contemplated herein shall meet the approval of Company and be subject to the general right of inspection of Company to secure the satisfactory completion thereof. The actual performance and supervision of all Work shall be by Contractor, but Company or its representatives shall have full and complete access to the Work site to determine whether the Work is being performed by Contractor in accordance with all provisions of this Contract and applicable Orders and for reasons otherwise stated in this Contract. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the Company and Contractor would be jointly liable or liable as partners or co-venturers.

19. ***Protection from Liens.*** Contractor shall timely pay and discharge all claims to third party vendors or service providers for Goods and Services furnished to Company hereunder and to allow no lien or charge to become fixed upon any property of Company or any property under the management or control of Company, including any property for which Company is providing goods or services. Contractor shall defend, indemnify and hold harmless Company against any and all such claims or liens. In the event of any such claim or lien, Company shall have the right to withhold payment from Contractor of an amount sufficient to satisfy any such claim or lien together with all expenses, costs or legal fees related thereto. All requests for payment by Contractor shall be accompanied by proof satisfactory to Company that there are no unsatisfied claims for such third party Goods or Services. Contractor hereby waives, and releases Company and all its successors and assigns from, all claims, demands, liens, security interests and other rights of every kind and character, whether constitutional, statutory, contractual, tortious or equitable, that Contractor now holds or may acquire in, on or against the property of the Company, now owned or hereafter acquired or any property now or in the future under the management or control of Company; provided however that nothing herein shall be interpreted to prevent Contractor from claiming, filing or enforcing any liens when the rights thereto arise directly from Company's failure to pay Contractor in breach of this Contract.

20. **Restoration of Work Site.** Upon completion of any Work performed hereunder, Contractor shall remove its surplus material and equipment from the Work site, shall clean up the Work site in a diligent, good and workmanlike manner and dispose of its own waste and trash in a lawful manner.

21. **Conflicts of Interest.** Except as otherwise expressly provided herein, neither Contractor nor any director, employee, or agent of Contractor or its subcontractors or vendors shall give to or receive from any director, employee, or agent of Company any gift, entertainment or other favor of significant value, or any commission, fee or rebate. Likewise, neither Contractor nor any director, employee, or agent of Contractor or its subcontractors or vendors shall, without prior written notification thereof to Company, enter into any business relationship with any director, employee, or agent of Company or any affiliate, unless such person is acting for and on behalf of Company. Contractor shall promptly notify Company of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Company. In the event of any violation of this Section, including any violation occurring prior to the date of this Contract, resulting directly or indirectly in Company's issuance of Orders to Contractor, Company may at Company's sole option terminate this Contract and notwithstanding any other provision of this Contract, pay Contractor only that amount earned prior to the date of termination. Any designated representative for Company may audit any and all records of Contractor Group for the purpose of confirming compliance with this Section.

22. **Precedence of Agreements and Conflict of Provisions.** In the event there should be any conflict or ambiguity created between the provision of this Contract and any Order, Contractor's work ticket, invoice, statement, published rate schedule or any other type of memoranda, whether written or oral, between Company and Contractor, or subsequent agreements between the Parties dealing with the subject matter as this Contract, the provisions of this Contract shall control unless modified pursuant to the strict application of Section 24 below.

23. **Assignment of Contract/Subcontracts.** Contractor agrees not to subcontract or assign this Contract or any Work to be furnished hereunder without the prior written consent of Company, and the assignment of this Contract or the subcontracting of any Work to be performed hereunder, if so permitted by Company, shall not relieve Contractor of its duties or obligations hereunder. If Contractor attempts to subcontract or assign this Contract or any Work to be furnished hereunder without such consent, such attempted assignment and subcontracting shall be void and this Contract may be immediately terminated at the option of the Company. All subcontractors shall have the minimum insurance prescribed herein and otherwise comply with the terms of this Contract.

24. **Modification of Contract.** No change, modification, extension, renewal, ratification, revision, discharge, abandonment or waiver of this Contract or any of the provisions hereof or any representation, promise or condition relating to this Contract shall be binding upon Parties unless made in writing, executed by both Parties, and specifically referencing this Section 24 of this Contract, provided that such reference shall be initialed by the representative of each Party, and provided further that such representatives must be at a management or officer position within the respective party equal to or greater than the representative executing this Contract.

30. **Waiver.** The failure of either Party to exercise any of its rights or remedies hereunder shall not act as a waiver of such rights or remedies nor shall such failure excuse the other Party from any of its obligations hereunder.

31. **Third Party Beneficiaries.** Except as provided in Section 15 with regard to Contractor Group and Company Group, nothing herein shall be construed to confer any benefit on any third party not a party to this Contract nor to provide any rights to such third parties to enforce the provisions hereof.

32. **Choice of Law.** The Parties expressly agree that, since this Contract may include performance at various locations, the obligations and liabilities assumed by the Parties hereunder should not be subject to variation in interpretation by reasons of the geographical locale of Work site. The Parties therefore agree that this Contract, and the enforcement, interpretation and construction thereof shall, to the maximum extent allowed, be governed solely by the laws of the State of Texas, without regard to any conflicts of law principles of said jurisdiction that might require the application of the laws of another jurisdiction.

33. **Survival.** The representations and warranties by Contractor, and the indemnities in this Contract shall survive the completion of any Work performed hereunder by Contractor and the termination of this Contract.

34. **Headings for Convenience.** Sections of this Contract have been labeled for the convenience of the Parties and such headings are not to be utilized for the purpose of construing the meaning of any provision of this Contract.

35. **Multiple Counterparts.** This contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

EXHIBIT A

DRUG AND ALCOHOL POLICY

Prohibition of Drugs and Alcohol. Contractor agrees to be responsible for ascertaining, maintaining, and monitoring the alcohol and drug free status of its and its subcontractors' employees who are employed on Company's property and, to that end, agrees to the following minimum requirements:

(a) Company reserves the right to ban from its property any of Contractor's or its subcontractors' employees who cannot establish that they are drug and alcohol free to Company's satisfaction.

(b) Contractor's and its subcontractors' employees shall not be permitted to perform Work on Company's property without first consenting to undergo periodic drug or alcohol screening tests.

(c) If the performance of any of Contractor's and its subcontractors' employees on Company's property appears erratic or impaired or after any accident or safety violation where, in Company's sole opinion, such employee's actions indicate that the accident or violation could reasonably have been caused by alcohol or drug use, Company may direct Contractor to remove such employee from Company's property at Contractor's sole cost. No employee so removed shall be permitted to return to Company's property without first undergoing a medical examination that establishes to Company's satisfaction that the condition was not drug or alcohol related.

(d) Company reserves the right to undertake a search of Contractor's and its subcontractors' employees personal effects that are located on Company's property at any time during the performance of the Work to ascertain whether such employees have in their possession drugs, alcohol or any other controlled dangerous substance and the unexcused possession of such will constitute cause for Company to immediately seek replacement of such employees.

(e) Notwithstanding any compliance by Contractor with the requirements set forth herein, and notwithstanding Company's satisfaction with Contractor's means of demonstrating compliance herewith, Contractor shall be and remain fully responsible for any and all failures, and the consequences thereof, to ensure that its and its subcontractors' employees are drug and alcohol free in transit while working on Company's property.

EXHIBIT B

ENVIRONMENTAL LAWS

1. **Compliance with Environmental Laws.** Contractor shall give all notices and otherwise fully comply with all laws, statutes, regulations, ordinances, rules, standards, orders or determinations of any local, state or federal governmental authority (including related determinations, interpretations, orders or opinions by any judicial or administrative authority) that has jurisdiction over the Contractor, the Work or the Work site pertaining to protection or conservation of the air, land, water, human health, industrial hygiene or other aspects of the environment, including, without limitation, the following statutes, as supplemented and amended from time to time: the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Oil Pollution Act of 1990 and comparable state and local statutes and implementing rules or regulations (“*Environmental Laws*”).

2. **Hazardous Materials.** Contractor represents and warrants to Company that upon delivery or performance of the Work, the Work will not contain or otherwise have incorporated into it any chemical, material or other substance defined as or included in the definition of “hazardous substance,” “hazardous material,” “hazardous chemical,” “hazardous chemical substance,” “hazardous waste,” or “toxic substance” or words of similar meaning and regulatory effect, as such terms are defined under any Environmental Laws, any broader definition of such terms that is used by a state or locality that has jurisdiction over the Work, or the site or any interpretation by administrative or judicial authorities, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to human health and safety including, without limitation, asbestos in any form and polychlorinated biphenyls.

3. **Notice of Spills.** Contractor shall notify Company as soon as possible after discovery or containment (and in no event later than 1 hour) following any accident or spill involving the release of any chemical, material or other substance described in 2 above.

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

Contractor shall fully comply with the following statutes and executive orders as well as the regulations, orders and rules promulgated thereunder, where required by law, and such statutes and executive orders are hereby incorporated in this Contract by reference as if fully set out: (1) Equal Opportunity Clause (Applicable to all Short Forms for amounts in excess of \$10,000, 41 CFR 60-1.4); (2) Affirmative Action Compliance Programs (Applicable to Short Forms for amounts of \$50,000 or more and if Owner has 50 or more employees, 41 CFR 60-1.40); (3) Equal Employment Opportunity Reporting Requirements (Applicable to Short Forms for amounts of \$50,000 or more and if Owner has 50 or more employees, 41 CFR 60-1.7); (4) Employment of the Handicapped (Applicable to Short Forms for amounts of \$2,500 or more, 41 CFR 60-741); (5) Employment of Disabled Veterans and Veterans of the Vietnam Era (Applicable to Short Forms for amounts of \$10,000 or more, 41 CFR 60-250); (6) Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Applicable to Short Forms for amounts of \$10,000 or more, 48 CFR 52.219-8); (7) Utilization of Women-Owned Business concerns (Applicable to Short Forms for amounts of \$25,000 or more, 48 CFR 52.219-8); (8) Utilization of Labor Surplus Area Concerns (Applicable to Short Forms for amounts of \$25,000 or more, 48 CFR 52.219-1 to 52-219-21); (9) Small Business and Small Disadvantaged Business Concerns and Labor Surplus Area Concerns (Applicable to Short Forms for amounts of \$500,000 or more, 48 CFR 52.219-9); (10) Clean Air and Water (Applicable to Short Forms for amounts of \$100,000 or more, 48 CFR (ch. 1) 23.104; 48 CFR (Ch. 1) 52.223-2); and (11) Hazardous Material Indemnification and Material Safety Data (Applicable when it is contemplated that the Short Form will require delivery of hazardous materials as defined in 29 USC 651, et seq.; 29 CFR 1901, et seq.).

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause. As used in this certification, the term "*segregated facilities*" means but is not limited to any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom or otherwise. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certificates for specific time periods):

“NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually or annually).” Note that the penalty for making false statements is prescribed in 18 U.S.C. 1001.

EXHIBIT D

REQUIRED INSURANCE

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY insurance covering employees engaged in operations hereunder in compliance with all applicable state and federal laws. Coverage to include:

- (i) Workers' Compensation statutory benefits for those states where operations are conducted. A rejection of the Workers' Compensation Act in Wyoming will not be considered valid compliance with this provision. (Owners, who are sole proprietors, may provide valid proof of Health/Medical Insurance coverage to comply with the requirements of the Worker's Compensation Act.)
- (ii) Employer's Liability limits of \$1,000,000 each employee, \$1,000,000 each employee/disease, and \$1,000,000 policy limit.
- (iii) Endorsements providing coverage under Voluntary Compensation, and for Alternate Employers, where applicable.
- (iv) Policy to be endorsed to provide that a claim brought "in rem " shall be treated as a claim brought against the insured.

B. COMMERCIAL GENERAL LIABILITY insurance with a limit of \$1,000,000 per occurrence, subject to a \$1,000,000 General Aggregate and including the following:

- (i) Separate Aggregate limit of at least \$1,000,000 for claims under the Products and Completed Operations hazard.
- (ii) Contractual liability coverage covering all operations without regard to any limitations set forth in this Contract.
- (iii) Sudden and Accidental Pollution Liability coverage of at least \$1,000,000.

C. BUSINESS AUTOMOBILE insurance covering all Owned, Hired and Non-Owned vehicles with a combined single limit for bodily injury and property damage liability of \$1,000,000 per accident or occurrence.

For all coverages shown above, the territorial limits of the policies shall extend to any area of the world in which the Work is to be conducted.

The Certificate of Insurance required under Paragraph 16 Insurance of this Contract shall list Diamondback E&P LLC as certificate holder.

EXHIBIT "B"

Rate Schedule

See attached.

**BISON DRILLING & FIELD SERVICES LLC
FIELD SERVICES 2013 PRICE SHEET**

11800 Highway 191
Midland, Texas 79707
Phone:432-617-0511
Fax:432-617-0577

Well Servicing Units

RIG TIME: 500 Series Taylor Well Service Unit	\$	300 / hour
<i>Rubber Goods and Fishing Tools will be charged separately (swab cups, oil saver rubbers, and rod fishing tools, etc.)</i>		
TRAVEL TIME CHARGE:	\$	175 / hour
<i>Time starts when leaving the shop in the morning and stops when we arrive at location</i>		
<i>(Same for returning to shop-Min. 1/2 hour One-Way)</i>		
TIW Valve (2 3/8" & 2 7/8")	\$	225 / first five days
Additional Days	\$	25 / day

Rental Tools and Equipment

Blow out preventers (per well basis)	\$	450 / first five days
Additional Days	\$	45 / day
Delivery and Pickup with trailer	\$	150 each way
Service of bop (rubber goods billed separate)	\$	250 / bop
Rubber Goods	\$	100
Pipe racks, catwalk, rig mat (or \$50.00 each / day)	\$	150 / day
Flow back tanks	\$	100/day
Mud Buckets	\$	150 / day
Delivery and Pickup	\$	150 each way
Drill Collars: 3 1/2" and 3 1/8" Drill Collars per Collar	\$	185 / first day
Each Additional Day per Collar	\$	40 / each additional day

* *Bit subs, cross over subs, lift subs, collars clamp come included with drill collars, service and inspections not included*

Reverse Unit

Operator, triplex pump, 2.5 swivel (includes mileage)	\$	2,000 / day
Stand by charges	\$	750 / day
2.5 Swivel and Operator Only (includes mileage)	\$	1,450 / day
BIW rubber	\$	200 each
String float valve	\$	200 each
BIW stripper head	\$	200/day

Rod Fishing Tools

FT 2" os03-20 combo top	\$	100
FT 2" os02-20 combo lower bowl	\$	250
FT 2" bs02-20 spring lower	\$	15
1 1/2" Sleeve	\$	180
1 9/16" Sleeve	\$	180
1 5/8" Sleeve 180	\$	180
FT 2 1/2" osO3-25 combo top	\$	125
FT 2 1/2 osO2-25 combo lower	\$	300
FT 2" br 11-20 baby red	\$	450
FT 2"bs 11-20 polish rod tool	\$	750 WITH 1" – 1 1/2"
Slips 5/8 TO 3/4	\$	125
Slips 3/4 TO 7/8	\$	125

1 1/2" Sleeve	\$	180
1 9/16" Sleeve	\$	180
1 5/8" Sleeve	\$	180
Ft br 11-25 baby red complete	\$	350
Ft 2 1/2" os03-25 combo top	\$	125
Ft 2 1/2 os02-25 combo lower	\$	300
Ft 2 1/2" bs02-25 spring lower	\$	20
5/8 TO 3/4 Slips	\$	150
3/4 TO 7/8 Slips	\$	150
7/8 TO 1" Slips	\$	175
1/2" sleeves of any size	\$	225

Swab Cups. Wife Goods

2 3/8 wife cup	\$	25
2 3/8 mt swab cup	\$	25
2 3/8 regal swab cup	\$	25
2 7/8 bx swab cup	\$	25
9/16 oil saver rubber	\$	20
2 3/8 tbg wiper rubber	\$	35
Rod stripper rubber	\$	40 each set
Depthometer	\$	100 / use

Hotshot / Labor*

3/4 Ton Diesel (with trailer and driver)		
Minimum Call Out Rate (within 50 mile radius of Bison Field Office)	\$	250
Hourly Rate (after 4 hours)	\$	65 / hour
1 Ton Diesel (with trailer and driver)		
Minimum Call Out Rate (within 50 mile radius of Bison Field Office)	\$	300
Hourly Rate (after 4 hours)	\$	75 / hour
Extra Helper (when needed)	\$	25 /hour

* Same truck and labor charge fir roustabout work

EXHIBIT "C"

**Rate Schedule
(Trailers, Forklifts and Well Spudders Only)**

See attached.

RATE SCHEDULE

Trailers, Forklifts and Well Spudders Only

Trailers:

\$125/day

Forklifts:

\$100/day

Well Spudders:

- 350 Foot Surface Pricing: \$30,000
 - Including rathole and mousehole: \$37,500
- 400 Foot Surface Pricing: \$34,285
 - Including rathole and mousehole: \$41,785
- 600 Foot Surface Pricing: \$45,000
 - Including rathole and mousehole: \$52,500

**FIRST AMENDMENT
TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

First Amendment effective as of January 1, 2013 (this "**Amendment**") to the Amended and Restated Employment Agreement dated effective August 20, 2012 (the "**Employment Agreement**") by and between Windsor Permian LLC and Travis Stice ("**Employee**"), as subsequently assigned to Diamondback E&P LLC (the "**Company**"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Employment Agreement.

RECITALS

WHEREAS, the Company and Employee are parties to the Employment Agreement; and

WHEREAS, the Company and Employee desire to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound, the parties agree as follows:

AGREEMENTS

**ARTICLE I
AMENDMENTS**

1.1 Section 2(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

(a) As compensation for services rendered under this Agreement, the Company shall pay to Employee a base salary (the "Base Salary") at an annualized rate of \$300,000, payable in accordance with the normal payroll procedures of the Company. From time to time at the sole discretion of the Compensation Committee (the "Compensation Committee") of the Board of Directors or Managers of the Company, Employee's Base Salary may be reviewed by the Compensation Committee and may be increased or decreased, but not decreased below \$300,000, by the Compensation Committee in its sole discretion. The term "Base Salary" as used herein shall mean and refer to the then current base salary, as adjusted from time to time in accordance with this Section 2(a). The Company shall deduct from the Base Salary amounts sufficient to cover applicable federal, state and/or local income tax withholdings and any other amounts that the Company is required to withhold by applicable law.

1.2 Section 2(b) of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

(b) During the Term, you shall be eligible to receive an annual bonus in accordance with the Company's bonus policy to be established by the Compensation Committee

or, if applicable, the Board of Directors or Managers of the Company, from time to time (the "Annual Bonus"). The Annual Bonus shall be determined by the Compensation Committee based upon your achievement of performance goals as determined by the Compensation Committee for each fiscal year of the Company. You shall be eligible to receive a target Annual Bonus of 100% of your Base Salary upon achievement of your performance goals. You shall receive a minimum Annual Bonus of 66% of your Base Salary and be eligible to receive an Annual Bonus of up to 133% of your Base Salary based upon your achievement of stretch goals as determined by the Compensation Committee. The Annual Bonus shall be paid within fifteen (15) business days after (i) completion and release of the audited financial statements for the applicable fiscal year or (ii) the close and approval by the Board of the Company's books for the applicable fiscal year if the Board determines that an audit is not required; provided, however, except as otherwise provided in Section 9(c), you must still be employed by the Company on the payment date to receive the Annual Bonus.

**ARTICLE II
MISCELLANEOUS**

2.1 Effect of Amendment; Amendment. Other than the amendments and modifications set forth herein, the Employment Agreement remains in full force and effect. This Amendment may only be modified or amended if such modification or amendment is set forth in a written instrument executed by each party.

2.2 Headings. The headings contained in this Amendment are for convenience only and shall not affect the meaning or interpretation of this Amendment.

2.3 Governing Law. This Amendment shall be governed, including as to validity, interpretation and effect, by the laws of the State of Texas without giving effect to any choice of law or conflicts of law rules or provisions thereof.

2.4 Rules of Construction. Each party hereto has participated in the drafting of this Amendment, which each party acknowledges is the result of negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the 28th day of January, 2013, to be effective as of the date first written above.

DIAMONDBACK E&P LLC

/s/ Travis Stice

Travis Stice

By: /s/ R. J. Holder

Name: R.J. Holder

Title: Vice President

**FIRST AMENDMENT
TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

First Amendment effective as of January 1, 2013 (this "**Amendment**") to the Amended and Restated Employment Agreement dated as of January 1, 2012 (the "**Employment Agreement**") by and between Windsor Permian LLC and Teresa Dick ("**Employee**"), as subsequently assigned to Diamondback E&P LLC (the "**Company**"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Employment Agreement.

RECITALS

WHEREAS, the Company and Employee are parties to the Employment Agreement; and

WHEREAS, the Company and Employee desire to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound, the parties agree as follows:

AGREEMENTS

**ARTICLE I
AMENDMENTS**

1.1 Section 2(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

(a) As compensation for services rendered under this Agreement, the Company shall pay to Employee a base salary (the "**Base Salary**") at an annualized rate of \$250,000, payable in accordance with the normal payroll procedures of the Company. From time to time at the sole discretion of the Compensation Committee (the "**Compensation Committee**") of the Board of Directors or Managers of the Company, Employee's Base Salary may be reviewed by the Compensation Committee and may be increased or decreased, but not decreased below \$250,000, by the Compensation Committee in its sole discretion. The term "Base Salary" as used herein shall mean and refer to the then current base salary, as adjusted from time to time in accordance with this Section 2(a). The Company shall deduct from the Base Salary amounts sufficient to cover applicable federal, state and/or local income tax withholdings and any other amounts that the Company is required to withhold by applicable law.

**ARTICLE II
MISCELLANEOUS**

2.1 Effect of Amendment; Amendment. Other than the amendments and modifications set forth herein, the Employment Agreement remains in full force and effect. This Amendment may only be modified or amended if such modification or amendment is set forth in a written instrument executed by each party.

2.2 Headings. The headings contained in this Amendment are for convenience only and shall not affect the meaning or interpretation of this Amendment.

2.3 Governing Law. This Amendment shall be governed, including as to validity, interpretation and effect, by the laws of the State of Oklahoma without giving effect to any choice of law or conflicts of law rules or provisions thereof.

2.4 Rules of Construction. Each party hereto has participated in the drafting of this Amendment, which each party acknowledges is the result of negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the 28th day of January, 2013, to be effective as of the date first written above.

DIAMONDBACK E&P LLC

/s/ Teresa Dick

Teresa Dick

By: /s/ Travis D. Stice

Name: Travis D. Stice
Title: President and Chief Executive Officer

**FIRST AMENDMENT
TO AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

First Amendment effective as of January 1, 2013 (this "**Amendment**") to the Amended and Restated Employment Agreement dated as of January 1, 2012 (the "**Employment Agreement**") by and between Windsor Permian LLC and Jeff White ("**Employee**"), as subsequently assigned to Diamondback E&P LLC (the "**Company**"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Employment Agreement.

RECITALS

WHEREAS, the Company and Employee are parties to the Employment Agreement; and

WHEREAS, the Company and Employee desire to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound, the parties agree as follows:

AGREEMENTS

**ARTICLE I
AMENDMENTS**

1.1 Section 2(a) of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

(a) As compensation for services rendered under this Agreement, the Company shall pay to Employee a base salary (the "**Base Salary**") at an annualized rate of \$220,000, payable in accordance with the normal payroll procedures of the Company. From time to time at the sole discretion of the Compensation Committee (the "**Compensation Committee**") of the Board of Directors or Managers of the Company, Employee's Base Salary may be reviewed by the Compensation Committee and may be increased or decreased, but not decreased below \$220,000, by the Compensation Committee in its sole discretion. The term "Base Salary" as used herein shall mean and refer to the then current base salary, as adjusted from time to time in accordance with this Section 2(a). The Company shall deduct from the Base Salary amounts sufficient to cover applicable federal, state and/or local income tax withholdings and any other amounts that the Company is required to withhold by applicable law.

**ARTICLE II
MISCELLANEOUS**

2.1 Effect of Amendment; Amendment. Other than the amendments and modifications set forth herein, the Employment Agreement remains in full force and effect. This Amendment may only be modified or amended if such modification or amendment is set forth in a written instrument executed by each party.

2.2 Headings. The headings contained in this Amendment are for convenience only and shall not affect the meaning or interpretation of this Amendment.

2.3 Governing Law. This Amendment shall be governed, including as to validity, interpretation and effect, by the laws of the State of Texas without giving effect to any choice of law or conflicts of law rules or provisions thereof.

2.4 Rules of Construction. Each party hereto has participated in the drafting of this Amendment, which each party acknowledges is the result of negotiations between the parties. If an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the 28th day of January, 2013, to be effective as of the date first written above.

DIAMONDBACK E&P LLC

/s/ Jeff White

Jeff White

By: /s/ Travis D. Stice

Name: Travis D. Stice
Title: President and Chief Executive Officer