PROMISSORY NOTE

$272,335.83

May 28th, 2016

For value received, Basin Western, Inc. promises to pay to the order of Eddie Furrh, Two Hundred Seventy Two Thousand, Three Hundred Thirty Five dollars and Eighty Three cents ($272,335.83) with interest from the date of this Note at the rate of prime as published by the Wall Street Journal Information per annum, in lawful money of the United States of America, payable as follows:

> Nine annual payments of principal in the amount of Thirty Thousand, Two Hundred Fifty Nine dollars and fifty four cents ($30,259.54) together with interest on the unpaid principal balance at the rate of Prime as published by The Wall Street Journal Information per annum, due on or before the 30th day of April of each year beginning with April 30th, 2017.

In case of default in the payment of any installment for a period of fifteen (15) days, and upon five (5) days' written notice to correct such default, then, at the option of the holder hereof, the entire unpaid amount may be declared immediately due and payable. If payment is not made at that time a number of shares of stock in Basin Western, Inc., whose value, as determined by the shareholder agreement, shall be equal to the unpaid amount will be granted to the holder hereof. The granting of such stock shall be the exclusive remedy to holder of this note for any unresolved default.

In the event this Note, or any payment hereunder, or any obligation provided to be satisfied or performed under any instrument given to secure the obligation evidenced hereby, is not paid or performed at the time and in the manner herein and therein provided, the undersigned agrees to pay all costs of collection which may be incurred by the holder hereof in connection with enforcement thereof, including but not limited to court costs and a reasonable attorney's fee, whether incurred with or without suit, before or after judgment.

J. Lloyd Dean

By J. Lloyd Dean

Basin Western, Inc.

President

Attest:

By: Theda Scholes

Theda Scholes
Secretary, Treasurer