

Company:	NIGHTHAWK PRODUCTION LLC		 J-W WIRELINE COMPANY 1-877-457-0013 wireline@jwenergy.com http://www.jwenergy.com/j-w-wireline-company	Date:	11/21/2013
Address:	1805 SHEA CENTER DR STE 290 HIGHLANDS RANCH, CO 80129-2251			SO No:	07-32-000517-3368
Well Name:	JOHN CRAIG 1-2			District:	Brighton, CO
Field Name:	OLD HOMESTEAD			Truck No:	A-2405
Well County:	LINCOLN			Crane:	
Well State:	CO			Crew:	Mark Hayes - COMPLETIONS ENGINEER 2 Shawn Erb - OPERATOR 1
Customer #:		PO #:			
Contract #:		AFE #:			
Property #:					

JOB DATA

Casing Size/Weight: 5.500/	TD of Casing:	From (depth) ft:	To (depth) ft:
Tubing Size/Weight: /	TD of Tubing:	From (depth) ft:	To (depth) ft:
Well Deviation:	Fluid Level:	Fluid Type:	Fluid Density:
BH Pressure:	WH Pressure:	BH Temp:	Fluid Salinity:
Section/Township/Range: 2-10S-56W	Lat/Long: /	X/Y Coordinates: /	
Log Measured from: K B	Log Interval:		
Arrival Time @ 11/21/2013 7:19 AM	Departure Time @ 11/21/2013 2:19 PM	Total Job Time: 07:00	
Well to JW @ 11/21/2013 7:19 AM	Well to Customer @ 11/21/2013 2:19 PM	Total Operating Time: 07:00	

SERVICE ORDER DETAILS

Item #	Service Code	Description	Qty/Depth	Unit Price	Per	Line Total	Cust. Price
1	WLE8-0009	Wellsite Setup Charge	6000	\$0.25	Per Foot	\$1,500.00	\$1,500.00
2	WLE8-0018	Environmental Fee	1	\$250.00	Per Job	\$250.00	\$250.00
3	WLE4-0010	Dump Bail General Depth Charge	8050	\$0.22	Per Foot	\$1,771.00	\$1,771.00
4	WLE4-0011	Dump Bail General Operations Charge	1	\$400.00	Per Run	\$400.00	\$400.00
5	WLE6-0001	Bridge Plug Setting Depth Charge	8050	\$0.32	Per Foot	\$2,576.00	\$2,576.00
6	WLE6-0002	Bridge Plug Setting Operation Charge	1	\$650.00	Per Run	\$650.00	\$650.00
7	WLE6-0008	Cast Iron Bridge Plug (2" - 5 1/2")	1	\$1,200.00	Per Each	\$1,200.00	\$1,200.00
8	WLE5-0074	Casing - Expendable - 4" OD (Depth Charge)	7840	\$0.20	Per Ft	\$1,568.00	\$1,568.00
9	WLE5-0075	Casing - Expendable - 4" OD (Blanks Charge)	0	\$17.00	Per Shot	\$0.00	\$0.00
10	WLE5-0079	Casing - Expendable - 4" OD (Operations Charge)	16	\$70.00	Per Shot	\$1,120.00	\$1,120.00
11	WLE7-0021	Standard Packoff (0-1000 psi)	1	\$550.00	Per Run	\$550.00	\$550.00

WELL #:

John Craig 1-2

AFE #:

13-35

ACCT CODE:

320-16

DATE:

11/21/2013

SIGNATURE:

CWM [Signature]

SET BRIDGE PLUG @8050 & DUMP 2 SACKS CEMENT
PERFORATE @7836-7840 4 SPF 16 HOLES

Total Discountable Items:	\$11,335.00
Discount:	(\$6,687.65)
Discountable SubTotal:	\$4,647.35
Total Non-Discountable Items:	\$250.00
Sales Tax: (0.00 %)	\$0.00
Grand Total:	\$4,897.35

The undersigned ("Company") agrees to pay J-W Wireline Company ("Contractor") for the operations to be conducted, or personnel or equipment listed above ("Services") at P.O. Box 226406, Dallas, Texas 75222-6406. The Services shall only be provided according to the Contractor's general terms and conditions ("Terms") as contained in part on the other side of this Purchase Order and as more fully set forth at www.jwenergy.com/pages/wireline-terms and upon request. THESE TERMS CONTAIN PROVISIONS RELATING TO INDEMNITY, RELEASE OF LIABILITY, LIMITATION OF WARRANTY AND ALLOCATION OF RISK.

Print Name	Signature	Date
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CONSPICUOUS AND FAIR NOTICE: THIS AGREEMENT CONTAINS PROVISIONS RELATING TO INDEMNITY. BY SIGNING OR OTHERWISE ACCEPTING THIS AGREEMENT, ALL PARTIES FULLY UNDERSTAND AND ACKNOWLEDGE THEIR RIGHTS AND OBLIGATIONS AS SET FORTH BELOW IN ABBREVIATED FORM AND AS SET FORTH MORE FULLY AT www.iwenergy.com/pages/wireline-terms.

1. **ACCEPTANCE OF TERMS.** Company agrees to the general terms and conditions as set forth in abbreviated form herein, and as set forth more fully at: www.iwenergy.com/pages/wireline-terms. Contractor's commencement of work on Services shall be deemed voluntary acceptance by Company to purchase the Services contained in this purchase order under these terms and conditions.
2. **DEFINITIONS.** "Contractor" as used herein means J-W Wireline Company. "Company" as used herein means the person or entity to which Services are provided. "Services" as used herein means the operations to be conducted by Contractor, and the provision of personnel or equipment for those operations, as shown on the front page of this Purchase Order. "Company Group" as used herein means Company, its parent, subsidiary, and affiliated companies, employees, officers, directors, agents, and assigns. "Contractor Group" as used herein means Contractor, its parent, subsidiary, and affiliated companies, employees, officers, directors, agents, and assigns.
3. **TERMS OF PAYMENT.** Terms of payment for Services rendered by Contractor are net cash in U.S. dollars payable at the time of service. Invoices not paid in 30 days may be charged a finance charge equal to one and one half percent (1-1/2%) of the unpaid balance (but in no event to exceed the highest lawful rate). Taxes will be added to quoted prices where applicable. For unpaid amounts collected through legal proceedings or by a collection agency, the Company shall pay attorney and agency fees and reasonable costs incurred by Contractor in addition to the amount of the invoice and any accrued interest.
4. **AUTHORITY OF COMPANY.** The Company represents that it is the operating partner or a duly authorized agent with full power to act for or on behalf of all owners of the well in all acts, decisions and other matters regarding the provision of the Services. **THE COMPANY SHALL INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING ATTORNEY'S FEES AND COSTS) WHICH MAY ARISE AS A RESULT OF ANY BREACH OF THIS REPRESENTATION.**
5. **INDEMNITIES.**
 - A. **PERSONAL INJURY.**
 - 1) **CONTRACTOR INDEMNIFICATION OF COMPANY GROUP:** CONTRACTOR SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE ARISING OUT OF THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CONTRACTOR GROUP, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES. THIS INDEMNITY OBLIGATION SHALL APPLY WITHOUT REGARD TO THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF ANY MEMBER OF COMPANY GROUP, AND SHALL BE SUPPORTED BY INSURANCE AS SET FORTH HEREIN.
 - 2) **COMPANY INDEMNIFICATION OF CONTRACTOR GROUP:** COMPANY SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE ARISING OUT OF THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF COMPANY GROUP, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES. THIS INDEMNITY OBLIGATION SHALL APPLY WITHOUT REGARD TO THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF ANY MEMBER OF CONTRACTOR GROUP, AND SHALL BE SUPPORTED BY INSURANCE AS SET FORTH HEREIN.
 - B. **PROPERTY DAMAGE.** COMPANY ASSUMES ALL LIABILITY FOR, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER (INCLUDING ATTORNEY'S FEES AND COSTS) ARISING IN CONNECTION WITH:
 - 1) THE LOSS AND/OR DAMAGE TO COMPANY GROUP'S OR ITS CONTRACTORS' (OTHER THAN CONTRACTOR) OR SUBCONTRACTORS' PROPERTY; AND
 - 2) DAMAGE TO CONTRACTOR'S PROPERTY, EQUIPMENT, MATERIALS OR PRODUCTS, INCLUDING BUT NOT LIMITED TO, RECOVERY, REPAIR AND REPLACEMENT EXPENSES, WHEN SUCH LOSS OCCURS:
 - i. IN THE HOLE;
 - ii. WHILE IN TRANSIT OR BEING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR FURNISHED BY COMPANY;
 - iii. WHILE LOCATED AT THE WELL SITE WHEN COMPANY PERSONNEL ARE NOT PRESENT;
 - iv. AS A RESULT OF IMPROPERLY MAINTAINED, PRIVATE ACCESS ROADS TO THE WELLSITE; AND
 - v. WHILE BEING USED BY OR WHILE UNDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A COMPANY EMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE REPLACEMENT COST. WITH RESPECT TO (i) ABOVE, RENTAL CHARGES ON THE EQUIPMENT LOST OR DAMAGED IN THE HOLE SHALL CONTINUE TO BE PAID UP TO AND INCLUDING THE DATE ON WHICH COMPANY RECEIVES NOTICE IN WRITING OF THE LOSS OR DAMAGE.
6. **SPECIAL INDEMNITY.** THE COMPANY SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, FINES, PENALTIES, DEMANDS, DAMAGES, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE AND WITHOUT LIMITATION OR REGARD TO THE CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY INCLUDING BUT NOT LIMITED TO THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF CONTRACTOR GROUP ARISING FROM (1) PERSONAL INJURY, DEATH OR PROPERTY INJURY THAT RESULTS FROM RADIOACTIVITY, (2) PROPERTY DAMAGE OR BODILY INJURY THAT RESULTS FROM POLLUTION, INCLUDING CLEAN UP AND CONTROL OF THE POLLUTANT, OR (3) PROPERTY INJURY THAT RESULTS FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OR OTHER MINERAL SUBSTANCE, OR WATER OR THE WELL BORE ITSELF.
6. **LIQUIDATED DAMAGES.** Notwithstanding anything else herein, Company understands and agrees that if Contractor should be found liable to Company for loss or damage due to performance or nonperformance of Contractor work under this contract, liability to Company shall be limited to the total sum paid by Company to Contractor under this contract, as liquidated damages and not as a penalty. Contractor Group shall in no way be liable for any special, economic, punitive, incidental or consequential damages except to the extent of the liquidated damages herein provided.
7. **INSURANCE.**
 - A. Company and Contractor each agree to carry and maintain the following during the time Services are being performed by Contractor:
 - i. Statutory Workers Compensation insurance and Employers Liability insurance with limits of \$1,000,000 for each accident;
 - ii. Commercial General Liability insurance, including contractual liability with limits of \$1,000,000 for each accident for bodily injury and property liability combined.
 - iii. Automobile Liability Insurance with a combined bodily injury and property damage limit of \$1,000,000 any one occurrence.
 - B. Company also agrees to carry and maintain the following during the time Services are being performed by Contractor:
 - i. Operators Extra Expense (OEE) insurance with adequate limits to cover the exposures at Company's wellsite.
 - C. The insurance required hereunder shall not void or limit the indemnity obligations as contained herein. All insurance policies of Contractor, with the exception of workers compensation, shall add Company as additional insured and contain a waiver of subrogation endorsement. All insurance policies of Company, with the exception of workers compensation, shall add Contractor as an additional insured and contain a waiver of subrogation endorsement.
8. **NO WARRANTY.** CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SERVICES. CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, THAT MAY ARISE OR BE MADE WITH RESPECT TO THE SERVICES. SERVICES, GOODS AND EQUIPMENT ARE FURNISHED "AS IS, WHERE IS". THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.