

DATE: 20-Mar-2014



Pioneer Wireline Services, LLC.

Phone: 970.867.5171

Fax: 970.867.5323

BY John Hollis

INVOICE # 2-260000

COMPANY	High Plains Energy
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ADDRESS _____

LEASE/LOCATION	State Hone 16-1
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Zone

STATE	Colorado	COUNTY	Washington
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COUNTY Washington

LEGAL Sec. 16 Twp. 2S Rge. 55W

ELEV.	KB ELEV.	DRILLER TD
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FIELD	Hone
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ENGINEER	J. Hollis	OPERATOR	D. Baessler	OPERATOR	T. Krein
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OPERATOR	UNIT#	53
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ENGINEER OPERATOR OPERATOR

OPERATOR

PIONEER WIRELINE SERVICES IS REQUESTED TO PERFORM THE FOLLOWING SERVICES ACCORDING TO THE TERMS PRINTED ON THE REVERSE OF THIS ORDER

[illegible]

TOTAL PERFORATIONS:

REMARKS:

set 5.5" CIMP @ 5020'

perforated 5007'-5009'

SUB TOTAL.	\$ 10,277.89
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DISCOUNT	\$ (7,708.42)
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DISCOUNT

EQUIPMENT, RENTALS, PERSONNEL, MILEAGE

1		5.5" CIBP	\$ 1,100.00	\$ 1,100.00	
					ON LOC.
					LEAVE LOC.
					TOTAL MAN HOURS:
					AFE #:
		EST. FIELD TOTAL	\$	3,669.47	

EST. FIELD TOTAL	\$	3,669.47
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Sub total

OTHER

TOTAL CHARGES

TAXES

TOTAL CHARGES

ON LOC.

LEAVE LOC.

TOTAL MAN HOURS:

AFF #

WITNESSED BY: **X**

PIONEER WS:

(SIGNATURE)

Original • Please pay from this invoice • Due 30 days from above date

Pioneer Office Use.

Orders or other requests, whether oral or written, for services to be provided by Pioneer Wireline Services ("PWS") to its Clients will be governed by the terms and conditions stated in these General Terms and Conditions. Client's submission of a purchase order (or other similar document) or indication of acceptance of any PWS bid shall be deemed an express acceptance of these General Terms and Conditions notwithstanding language in Client's purchase order (or other similar document) inconsistent herewith. By acceptance of delivery of this order, Client acknowledges that Client has control over, in and about the well, well bore, machinery, and crews on location. If Client is not the sole owner of the well on which this work is being performed, Client represents that Client has full authority to represent all third parties owning any interest in the well and to make all decisions with respect to work done by PWS on the well. Client shall protect and indemnify PWS, its agents, employees and affiliates from and against all claims and costs arising from any misrepresentation by Client as to such authority. PWS has no means to determine the hazards and dangers existing in and about the Client's well or those which may be encountered in performing services. PWS's prices are based on the Client assuming, releasing, and indemnifying PWS from certain liabilities and responsibilities as provided herein. Therefore, PWS accepts this work order only under the following conditions:

1. PWS makes no warranty or guarantee as to results from the use of its equipment or the performance of service. Our employees will give the Client the benefit of their best judgment in all matters including interpretation of logs we provide. Nevertheless, since interpretations are opinions based on reference from electrical or other instruments, we cannot and do not guarantee the accuracy or correctness of any interpretations. The Client hereby agrees to hold PWS, its agents, employees and affiliates harmless from all liabilities or expense for any damages that may arise from use of any and all interpretations rendered to the Client.

2. When a radioactive source is utilized as part of a logging service, Client accepts full responsibility for all radiation safety requirements for well logging. If a radioactive source becomes lost or lodged in the well, Client shall meet the requirements of Section 39.15 of the NRC regulations, or equivalent requirements of an Agreement State. The Client agrees to meet all requirements established by NRC regulations concerning retrieval and abandonment of sealed sources, and to allow PWS to monitor recovery efforts. Client agrees that should a sealed source of radioactive material be lost or lodged in the well bore, special precautions will be taken by Client in fishing operations to avoid damage or breakage of source container and that, if source is not recovered, it will be isolated by cementing it in place or fixing it in well bore by some other appropriate means, in accordance with NRC regulations or equivalent requirements of an Agreement State.

3. The Client understands that our instruments, tools, cable or equipment may become stuck in the well and be seriously damaged or unrecoverable under normal well conditions or due to blowouts, breached or deformed casing, corrosive environments, stranded or broken cable and debris or other hazards in the well bore. The Client understands that our radioactive sources, chemical cutters, and explosive products are potentially dangerous and that special precautions should be taken when fishing for any equipment that becomes lost in a well. When our instruments, tools, cable or equipment are lost in the well, the Client will pay for the services performed by PWS up to the time of loss. The Client assumes full responsibility for the fishing operations and all costs in the recovery of any lost instruments, tools, cable, or equipment. None of PWS's employees are authorized to do anything other than consult with the Client in connection with such fishing operations. At a Client's request, PWS personnel may render advice during a fishing operation; however, the Client hereby agrees to indemnify and hold PWS harmless from all liability or expense for any damages that may arise. Any fishing tools furnished by PWS are done so solely as an accommodation to the Client, and PWS shall not be liable or responsible for any damages the Client may incur or sustain through their use. If damaged during recovery, the Client will reimburse us for the cost of repairing any instruments, tools, cable or equipment. If not recovered, the Client will reimburse us for the replacement cost of such lost instruments, tools, cable or equipment.

4. When it is necessary to provide special means of transportation to move PWS's trucks, equipment, or personnel to and from the wellsite, such shall be arranged for or provided for and paid for by the Client. Client shall be responsible for any loss or damage to PWS's equipment or materials transported by Client or by conveyance arranged for by Client, and shall also be responsible for their safe return to the point of embarkation for water operations.

5. It is understood and agreed that PWS is not responsible for any high pressure of oil, gas, water, or other dangerous conditions in the well which may cause blowouts, explosions, or fire and further that PWS does not assume responsibility to any liability whatsoever for any damage to surface property, the well bore, subsurface reservoir, or for injuries or damage to the Client, its agents, and employees, property or reservoir, caused by a well blowout explosion, or fire, while performing services. The Client hereby agrees to indemnify and hold PWS, its agents, and employees harmless from any and all claims for personal injury, property damage, loss, cost, or expense arising from a blowout, explosion, or fire on the well.

6. The Client will indemnify and hold PWS, its agents and employees harmless from all loss, cost, expense, and claims for personal injury, death, or property damage arising from or incident to use of PWS equipment or performance of service for the Client, unless caused by PWS gross negligence; however, the provisions of paragraph 4 above will apply to any blowout, explosion, or fire.

7. Each party shall be responsible for and hold harmless and indemnify the other party from and against its own special, indirect or consequential damages and against all causes of action in connection with such special, indirect or consequential damages suffered by its employees, suppliers, contractors and subcontractors of any tier, co-owners, affiliates, co-venturers, partners, and joint owners.

8. If PWS has an approved open account with Client, invoices are payable Net 30-days from date of invoice. If PWS does not have an approved open account with Client, all sums are payable prior to performance of services or delivery of equipment, products, or materials. Client agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event PWS employs an attorney for collection of any account, Client agrees to pay reasonable attorney fees plus all collection and court costs.

9. Any tax based on or measured by the charges made for or the cash receipts from the sale of products and or services shall be in addition to the charges stated in the price schedule.

10. PWS is an independent contractor performing services. The Client shall retain full care, custody, and control of the well and services to be performed and agrees to have a representative present to furnish instructions and to verify and approve depths at the time the service is performed.

11. The terms and conditions of this work order will not apply to the extent they conflict with terms and conditions of a signed master service agreement between the parties. With the exception of a signed master service agreement, it is understood PWS will not be bound by any other agreement verbal or otherwise not contained herein.

12. Failure to enforce any or all of the above in a particular instance or incident shall not constitute a waiver of or preclude subsequent enforcement.

13. Invoices are subject to correction, and prices are subject to change without notice.