



Pioneer Energy Services

LOCATION: Ft. Morgan, CO (Wireline) Michael Adamson (970) 867-5171

UNIT: P-133

ENGINEER: Filiberto Lopez

JOB NUMBER: J-7B1-486-0801

CLIENT INFO	COMPANY: Magpie Operating, Inc.			PO#:		
	BILLING ADDRESS: 2707 S. County Road 11			CITY: Loveland	ST: CO	ZIP: 80537
WELL INFO	WELL NAME: ANDERSON #2		FIELD / BLOCK:		COUNTY / PARISH: Larimer	ST: CO - Colorado
	API / OCSG#:	AFE#:	PRICE ZONE: LAND			Page 1 of 3

Ticket Number: T-E29-F70-A190			Start Date: 12/20/2018	
CODE	SERVICE DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Setup Charges - SETUP CHARGES				
10000	Rig-up on Rig or Crane	1	\$2,200.00	\$880.00
Run 01 - RIH with GR/JB to 4670'.				
15042	Gauge Ring/Junk Basket Operation	1	\$800.00	\$320.00
15041	Gauge Ring/Junk Basket Depth	6000	\$0.27	\$648.00
Run 02 - RIH with 4.50" casing CIBP & set @ 4553'.				
15071	Setting Service Depth	6000	\$0.40	\$960.00
15072	Setting Service Operation	1	\$2,600.00	\$1,040.00
Run 03 - RIH with bailer & dump cement on top of CIBP set @ 4553'.				
15021	Dump Bailer Depth	6000	\$0.29	\$696.00
15022	Dump Bailer Operation	1	\$2,400.00	\$960.00



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TICKET SUMMARY FOR JOB		
TICKET DATE	TICKET NUMBER	TOTAL AMOUNT
12/20/2018	T-E29-F70-A190	\$5,504.00

CUMULATIVE JOB TOTAL	\$5,504.00
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X _____

Supervisor

X _____

Company Man

SIGNED DATE: TIME:

* Client accepts all terms and conditions of sale and service, including those provided as an addendum to this field ticket.



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					Page 3 of 3

Work Order Contract / Terms and Conditions

- A. CUSTOMER REPRESENTATION: Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by Pioneer Wireline Services, LLC (hereinafter "Pioneer").
- B. PRICE AND PAYMENT: Pioneer's prices are based on the Customer RELEASING, DEFENDING, INDEMNIFYING AND HOLDING HARMLESS Pioneer from certain liabilities as provided herein. If Pioneer has an approved open account with Customer, invoices are payable Net 30-days from the date of invoice. If Pioneer does not have an approved open account with Customer, all sums are payable prior to performance of services or delivery of equipment, products or materials. Customer 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 Pioneer employs an attorney for collection of any account, Customer agrees to pay actual attorneys' fees, plus all collection and court costs. Any tax based on or measured by the charges made for the cash receipts from the sale of products and/or services shall be in addition to the charge stated in the price schedule.
- C. **RELEASE AND INDEMNITY** : CUSTOMER AGREES TO RELEASE PIONEER FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAD THE ABILITY TO BIND BY CONTRACT OR WHICH ARE CO-INTEREST OWNERS OR JOINT VENTURES WITH CUSTOMER. CUSTOMER ALSO AGREES TO DEFEND, INDEMNITY AND HOLD PIONEER HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM: LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF; FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND CONTAMINATION AND ITS CLEANUP AND CONTROL.
- CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE PIONEER GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY ANY MEMBER OR MEMBERS OF THE PIONEER GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "PIONEER GROUP" IS DEFINED AS PIONEER WIRELINE SERVICES, LLC, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, INSURERS AND SUBCONTRACTORS AND ALL ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE PIONEER GROUP, CUSTOMER OR ANY OTHER PERSON OR ENTITY. CUSTOMER AGREES TO NAME PIONEER GROUP AS NAMED ADDITIONAL INSURED ON ALL OF ITS GENERAL LIABILITY POLICY(S). CUSTOMER AGREES THAT ITS LIABILITY UNDER THIS CONTRACT IS NOT LIMITED BY THE AMOUNTS OF ITS INSURANCE COVERAGE, EXCEPT WHERE AND AS MAY BE REQUIRED BY APPLICABLE LOCAL LAW FOR THE PROVISIONS OF THIS CONTRACT TO BE ENFORCEABLE.**
- D. EQUIPMENT LIABILITY: Customer shall at its risk and expense attempt to recover any Pioneer Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and Customer agrees that should a sealed source of radioactive material be lost or lodged in the well, special precautions will be taken by Customer 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 by some other appropriate means, in accordance with NRC regulations or any other applicable laws or regulations. Customer shall permit Pioneer to monitor the recovery or abandonment efforts all at no risk or liability to Pioneer Group. Customer shall be responsible for damage to or loss of Pioneer Group equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Pioneer at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Pioneer Group equipment damaged by corrosion or abrasion due to well effluents.
- E. WARRANTY: **PIONEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE.** In no event shall Pioneer be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, **PIONEER IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS OR SERVICES, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY PIONEER GROUP.** Customer agrees that Pioneer Group shall not be liable for and **CUSTOMER SHALL INDEMNIFY PIONEER GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, EVEN IF SUCH IS CONTRIBUTED TO OR CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY MEMBER OR MEMBERS OF PIONEER GROUP.**
- F. SEVERABILITY: If any provision or part thereof of this Contract shall be held to be invalid, void or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract.
- G. MODIFICATIONS: Customer agrees that Pioneer shall not be bound to any modifications to this Contract, except where such modification is made in writing by a duly authorized executive officer of Pioneer.

I HAVE READ AND UNDERSTAND THIS WORK ORDER CONTRACT WHICH CONTAINS RELEASE AND INDEMNITY LANGUAGE WHICH CUSTOMER ACKNOWLEDGES IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE AND I REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT. I AM SIGNING THIS WORK ORDER CONTRACT WITH THE UNDERSTANDING THAT ITS TERMS AND CONDITIONS WILL NOT APPLY TO THE EXTENT THEY CONFLICT WITH TERMS AND CONDITIONS OF A SIGNED MASTER SERVICE AGREEMENT BETWEEN THE PARTIES.