



A SUPERIOR ENERGY SERVICES COMPANY

INVOICE

Invoice: SI-143345
 Invoice Date: 10/09/13
 Page: 1

Customer No.: 154
 Due Date: Due upon Receipt
 P.O. No.:
 AFE No.: 2088365.ABN
 Job No.: GL 80012230
 Location: 0928
 Line of Business.: 200

Bill To

ANADARKO PETROLEUM CORPORATION
 PO BOX 4995
 THE WOODLANDS, TX 77367

Lease & Well: CAROL FEDERAL 3-31A
 County: WELD
 State: CO

Amount Due: 4,000.11

Job Start Date: 10/08/13
 Job End date: 10/08/13

Item Code	Description	Ticket #	Qty	UOM	Unit Amt	Disc%	Net Amount
1000100	Service Charge Land Cased Hole	4310-0018	1	Each	1,500.00	70.61%	440.83
1230005	Junk Catcher / Gauge Ring Depth C	4310-0018	7,800	FOOT	0.30	70.61%	687.68
1240005	Junk Catcher / Gauge Ring Operatio	4310-0018	1	Each	1,000.00	70.61%	293.88
1230001	Bridge Plug Depth Charge	4310-0018	7,700	FOOT	0.30	70.61%	678.86
1240001	Bridge Plug Operation Charge	4310-0018	1	Each	1,000.00	70.61%	293.88
1230023	Standard Set Power Charge	4310-0018	1	Each	250.00	70.61%	73.47
1230007	Dump Bailer Depth Charge	4310-0018	7,700	FOOT	0.30	70.61%	678.86
1240007	Dump Bailer Operation Charge	4310-0018	1	Each	1,000.00	70.61%	293.88
1220061	Cement Mixing Equipment	4310-0018	1	Each	150.00	70.61%	44.08
1220063	Cement / Sand, per sack	4310-0018	2	Each	25.00	70.61%	14.69
1000275	Environmental clean-up, per job	4310-0018	1	Each	250.00		250.00
1000182	Mobilization Charge	4310-0018	1	Each	250.00		250.00

REMIT PAYMENTS TO:

Department 2114
 P.O. Box 122114
 Dallas, TX 75312-2114

Total Discount:	(8,409.89)	Net Invoice:	4,000.11
		Freight:	0.00
		Sales Tax:	0.00
		Total:	4,000.11

For billing questions, please call: (432) 530-1322

The Services (as defined in the Terms) related to this Standard Invoice shall be governed exclusively by the Warrior Energy Services Corporation Customer Agreement General Terms and Conditions (the "Terms"), which are expressly incorporated herein by reference. The Terms are available upon request and at Warrior's website (<<http://www.superiorenergy.com/subsidiary/warrior/>>). Acceptance of the Terms shall be by acknowledgment as described in Section 1 of the Terms, including without limitation by beginning performance.



WARRIOR ENERGY SERVICES CORP.

aka **Black Warrior Wireline**
 DEPT. 2114
 P.O. BOX 122114
 DALLAS, TX 75312-2114
 24 Hour Phone (972) 363-5110

SI-143345

Date
 October 9, 2013

Anadarko Petroleum (154)
PO Box 4995
The Woodlands, TX 77387-4995

Well Name and Number
CAROL FEDERAL 3-31A
 District
Greely
 Rig/Well Unit Number
4310
 Rig Name & Number or Lease Unit Number
Basic Rig 1549
 Equipment Operator
Nick Pollock
 Field Test Number
4210-0016
 Engineer
Mike Jandroau
 Supervisor/Engineer
 Equipment Operator
Chris Sharp
 Equipment Operator
Tim Hawley

Completion
Wafenberg
 Well
Wafenberg
 Field Engineer / Supervisor Signature

RUN DATA			NSSI	S	O	T	L	U	NITS	CODE	DATE	DEPTH AND DESCRIPTION	UNIT PRICE	AMOUNT
Job Time	Stop Time	Time Out												
Job Time: 8:30	Stop Time: 7:00	Time Out: 9:15							1.0	1000-100		Service Charge Caser Hole Unit	\$ 1,500.00	\$ 1,500.00
Leave Rig: 8:30	Arise Local: 9:15	Time Out: 9:50							7,800.0	1230-008		Junk Catcher / Gauge Ring Depth Charge	\$ 0.30	\$ 2,340.00
Begin Rig Up: 9:35	Finish Rig Up: 9:50	Time Out: 10:30							1.0	1240-005		Junk Catcher / Gauge Ring Operation Charge	\$ 1,000.00	\$ 1,000.00
Time in: 9:55	Time Out: 7:00	Time Out: 7:00							7,700.0	1230-001		Bridge Plug Depth Charge	\$ 0.30	\$ 2,310.00
From: Surface	Service: Gauge Ring/Junk Basket	Time Out: 11:20							1.0	1240-001		Bridge Plug Operation Charge	\$ 1,000.00	\$ 1,000.00
Time in: 10:35	Time Out: 7:00	Time Out: 7:00							1.0	1230-023		Standard Seal Power Charge	\$ 250.00	\$ 250.00
From: Surface	Service: Seal 3.71 CIBP	Time Out: 12:00							7,700.0	1230-007		Dump Bailer Depth Charge	\$ 0.30	\$ 2,310.00
Time in: 11:25	Time Out: 7:00	Time Out: 7:00							1.0	1240-007		Dump Bailer Operation Charge	\$ 1,000.00	\$ 1,000.00
From: Surface	Service: Dump Ball 2 sacks of Cement	Time Out: 7:00							1.0	1220-081		Cement-Mixing Equipment	\$ 150.00	\$ 150.00
Time in: 12:00	Time Out: 7:00	Time Out: 7:00							2.0	1220-083		Cement / Sand, per sack	\$ 25.00	\$ 50.00
From: Surface	Service: Dump Ball 2 sacks of Cement	Time Out: 7:00												
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From: _____	Service: _____</													

CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS

Warrior Energy Services Corporation (the "Company") hereby agrees to furnish to Customer (as defined below) the personnel, technical advice, recommendations, and services and to provide the equipment, materials, supplies, and labor set out in any related work order, purchase order or other form agreed to by Company (collectively, the "Services"), subject to and in consideration of the following terms and conditions (the "Terms").

1. GENERAL

1.1. "Claims" means all claims, demands, causes of action (whether in law or in equity), liabilities, damages, judgments, awards, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) of any kind or character.

1.2. "Company Group" means Company, its joint venturers, partners, its and their contractors and subcontractors, its and their affiliates and the officers, directors, employees, agents, consultants, servants and invitees of each of them.

1.3. "Customer" means the party requesting the Services.

1.4. "Customer Group" means Customer, its joint venturers, partners, lessors, co-lessors, its and their contractors and subcontractors (other than the Company), its and their affiliates and the officers, directors, employees, agents, consultants, servants and invitees of each of them.

1.5. "Receipt" means any one or more of documents that Company requests that Customer sign at the well, service site, headquarters or other location prior to or at the time the Services are rendered or the Equipment is delivered, including, without limitation, invoices and delivery tickets.

1.6. "REGARDLESS OF FAULT" means without regard to the cause or causes thereof including without limitation pre-existing conditions, whether such conditions be patent or latent, the seaworthiness of any vessel or vessels, imperfections of material, defect or failure of equipment, breach of representation or warranty (express or implied), ultra hazardous activity, strict liability, tort, breach of contract, breach of statutory duty, breach of any safety requirement or regulation or the negligence or fault of any person, party, or entity, including the indemnified party or Parties, whether such negligence be sole, joint or concurrent, active, passive or gross, or any other theory of legal liability.

1.7. "Third Party" means any person or entity other than a member of Company Group or Customer Group.

1.8. The Terms set forth herein take precedence over any alternative terms in any other document connected with the Services unless such alternative terms are part of a written master service or other similar agreement which has been negotiated between Customer and Company and which Customer and Company have expressly agreed in writing overrides the Terms in the event of a conflict. Except as provided in the immediately preceding sentence, the Terms constitute the sole and entire agreement governing the provision of Services by Company to Customer and supersede (a) all prior discussions and agreements between Customer and Company, (b) other inconsistent terms submitted by Customer and (c) any conflicting provisions of any contract, work order, purchase order or other similar document issued by Customer at any time. The Terms may not be altered or amended unless agreed to in writing by Customer and Company. No field employee of Company shall be empowered to alter the Terms. Failure of Company to object to any provisions which may be contained in any other writing of Customer shall not be construed as a waiver of the Terms or an acceptance by Company of any other terms and conditions of Customer. Customer shall be deemed to have accepted these Terms upon the earlier of when Customer signs any Receipt or when Customer receives any Services without previously providing to Company written notice of rejection of the Terms, and such acceptance shall constitute Customer's agreement that the Services will be provided pursuant to these Terms. Any acceptance of the Terms is limited to acceptance of the express provisions contained herein, and any contract, work order, purchase order or similar document submitted by Customer to acknowledge these Terms containing conflicting or additional terms and conditions from those contained herein is hereby rejected unless expressly agreed to in writing by Company. Any such contract, work order, purchase order or similar document submitted by Customer containing conflicting or additional terms and conditions from those contained herein shall not be deemed to be a rejection of these Terms. If these Terms are construed to be an acceptance by Company of an offer by Customer, then Company expressly limits such acceptance to the provisions contained herein and rejects any provisions contained in Customer's offer that conflict with or are in addition to those set forth herein.

2. SERVICES

2.1. Company shall provide the Services in a workmanlike manner, consistent with standard oilfield practices, and in a manner that complies with all applicable laws. Company is and shall be an independent contractor with respect to the performance of any Services, and neither Company nor anyone employed by Company shall be the agent, representative, employee or servant of Customer in the performance of the Services or any part thereof.

2.2. Company agrees to maintain all of its equipment in operating condition at all times, which shall include, without limitation, meeting or exceeding prevailing regulatory requirements. If a sealed source becomes lodged in the well during well-logging operations, (a) Customer shall make a reasonable effort to recover it and (b) in the event a decision is made to abandon the sealed source downhole, Company will provide any notice required under any applicable law, regulation or order.

2.3. Customer shall secure and maintain rights of access for Company to reach the well and/or service site. Customer shall advise Company of any limitations or restrictions affecting access. Should Company be denied free access to a well and/or service site for any reason not within control of Company, Customer shall pay Company during the time of such denial the rates specified in the applicable Receipt.

2.4. Customer shall be solely responsible for obtaining all necessary permits or licenses for performance of Services at a well and/or service site.

2.5. Company reserves the right to terminate the Services at any time in its sole reasonable discretion. Customer shall pay Company its prevailing charges for Services performed up to the date of termination.

2.6. Customer shall, at its sole cost and risk, be responsible for and provide the transportation, storage, treatment, disposal and/or recycling, as required, of any materials or products resulting from Services provided at each well and/or service site, including those materials and products deemed to be dangerous or hazardous waste by any applicable law, regulation or order.

2.7. COMPANY DOES NOT GUARANTEE THE ACCURACY OF ANY JOB RECOMMENDATION, RESEARCH ANALYSIS, DATA INTERPRETATION, THE ACCURACY OR CORRECTNESS OF INTERPRETATIONS OF LOGS, OR OTHER INFORMATION FURNISHED TO CUSTOMER BY ANYONE IN THE COMPANY GROUP. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE EFFECTIVENESS OR RESULTS OF THE SERVICES.

3. PRICE AND PAYMENTS

3.1. Price schedules are available upon request and are subject to change without advance notice. Unless specifically stated otherwise, published and quoted prices do not include federal, state or other taxes imposed upon Services or other special charges. Where abnormal conditions exist which result in the need for additional Services which were not originally contemplated by the parties, the prices billed to Customer may be higher than those shown on any price list. In addition to charges for Services, Customer will be responsible for any related mileage, shipping, handling, stand-by, rentals, taxes (sales, use or occupation), and other costs. If Company or Company's supplier is obligated to pay any taxes, Customer will be responsible for reimbursing Company for this amount.

3.2. Unless otherwise specified in a Receipt, no discount will be allowed for early payment and all amounts due to the Company shall be paid by Customer in U.S. dollars within thirty (30) days of receipt of an invoice.

3.3. If payment is not timely made, interest on the outstanding balance shall accrue from the date due until paid in full in the amount of 1.0% per month, and, to the extent permitted under applicable law, Company may rescind any discount.

3.4. Where it is necessary for Company to utilize outside suppliers or contractors in connection with providing Services, Customer will be responsible for all costs related to such supplier and/or contractor, including any relevant shipping and handling charges. If Company incurs third party costs on behalf of Customer, Customer will be responsible for such costs plus a 15% handling fee.

4. WARRANTY DISCLAIMER

4.1. EXCEPT AS SET FORTH IN SECTIONS 2.1 AND 2.2, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

4.2. Customer's sole and exclusive remedy for breach of warranty under these Terms, at law or in equity, whether in contract, tort or other theory of law, is limited to company's sole option, to the repair or replacement of, or a credit for, the equipment, materials or supplies proven to have been defective to the reasonable satisfaction of Company.

4.3. Company's warranty obligations shall not apply to the extent any non-compliance is caused by (i) any alteration or repair by customer group of any goods or equipment, or customer group's failure to properly use, operate or maintain any goods or equipment in accordance with company's or the manufacturer's recommendation, (ii) vandalism by a party other than an employee of company group, (iii) force majeure, or (iv) incorrect, incomplete or inaccurate data, drawings, information or specifications provided by customer group.

5. INDEMNITY AND INSURANCE

5.1. COMPANY SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY ANY PERSON, PARTY OR ENTITY FOR PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE OR DEATH OF ANY MEMBER OF COMPANY GROUP, AND FOR DAMAGE TO OR LOSS OR

DESTRUCTION OF PROPERTY OWNED, LEASED, RENTED OR HIRED BY ANY MEMBER OF COMPANY GROUP, ARISING OUT OF THE PERFORMANCE OF THESE TERMS OR THE SERVICES, REGARDLESS OF FAULT.

5.2. CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY ANY PERSON, PARTY OR ENTITY FOR PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE OR DEATH OF ANY MEMBER OF CUSTOMER GROUP, ARISING OUT OF THE PERFORMANCE OF THESE TERMS OR THE SERVICES, REGARDLESS OF FAULT.

5.3. COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER GROUP FROM ANY AND ALL CLAIMS BROUGHT BY ANY PERSON, PARTY OR ENTITY IN RESPECT OF PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE OR DEATH OF ANY THIRD PARTY, AND FOR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OWNED, LEASED, RENTED OR HIRED BY ANY THIRD PARTY ARISING OUT OF THE PERFORMANCE OF THESE TERMS OR THE SERVICES TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OF ANY MEMBER OF COMPANY GROUP.

5.4. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY GROUP FROM ANY AND ALL CLAIMS BROUGHT BY ANY PERSON, PARTY OR ENTITY IN RESPECT OF PERSONAL OR BODILY INJURY TO, SICKNESS, DISEASE OR DEATH OF ANY THIRD PARTY, AND FOR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OWNED, LEASED, RENTED OR HIRED BY ANY THIRD PARTY ARISING OUT OF THE PERFORMANCE OF THESE TERMS OR THE SERVICES TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OF ANY MEMBER OF CUSTOMER GROUP.

5.5. EXCEPT AS SET FORTH ABOVE IN SECTION 5.4, COMPANY SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM ALL OTHER POLLUTION OR CONTAMINATION, INCLUDING CONTROL AND REMOVAL THEREOF, ARISING OUT OF THE PERFORMANCE OF THESE TERMS OR THE SERVICES, REGARDLESS OF FAULT.

5.6. CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LIABILITIES, AND CAUSES OF ACTION OF ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES FOR: (a) LOSS OF OR DAMAGE TO ANY RESERVOIR, WELL OR WELLBORE, INCLUDING WITHOUT LIMIT ANY LOSS OF OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE;

(b) FIRE, EXPLOSION, BLOWOUT, INCLUDING WITHOUT LIMITATION, ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES FOR: (a) LOSS OF OR DAMAGE TO ANY RESERVOIR, WELL OR WELLBORE, INCLUDING WITHOUT LIMIT ANY LOSS OF OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; (b) FIRE, EXPLOSION, BLOWOUT, INCLUDING WITHOUT LIMITATION, ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES FOR: (a) LOSS OF OR DAMAGE TO ANY RESERVOIR, WELL OR WELLBORE, INCLUDING WITHOUT LIMIT ANY LOSS OF OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; (b) FIRE, EXPLOSION, BLOWOUT, INCLUDING WITHOUT LIMITATION, ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES FOR: (a) LOSS OF OR DAMAGE TO ANY RESERVOIR, WELL OR WELLBORE, INCLUDING WITHOUT LIMIT ANY LOSS OF OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; (b) FIRE, EXPLOSION, BLOWOUT, INCLUDING WITHOUT LIMITATION, ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES FOR: (a) LOSS OF OR DAMAGE TO ANY RESERVOIR, WELL OR WELLBORE, INCLUDING WITHOUT LIMIT ANY LOSS OF OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; 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