

ThermaSource Cementing, Inc.

CALL FOR SALES OR SERVICE

CUSTOMER NUMBER	CUSTOMER COMPANY Bonanza Creek	SALES ORDER # C4CO3015	JOB DATE 06/19/14
LEASE Pronghorn 21-24-17HNB	LEGALS S: 17 T: 6N R: 61W	CITY, STATE Dearfield, CO	COUNTY Weld
API # 5 - 123 - 39393-00	CONTRACTOR Cade #25	ZIP	MILEAGE 100 r/t
JOB TYPE AND DISCOUNT Intermediate Casing			

DIRECTIONS:

Float Equipment and Accessories					Well & Pipe Data			
Type and Size	QTY		CMT HEAD	THD		SIZE	FROM	TO
7"	1		7"	8rd	Mud Weight			
					Surface Casing	9 5/8"	0	410'
					Open Hole	8 3/4"	410'	6534
					Intermediate	7"	0	6534

Spacer Data								
Stage	Sacks	Bbls	Type	Additives	Water	Yield	Density	
Spacer 1		20	H2O	Fresh Water			8.3	
Spacer 2		30	Mud Flush	1 sks SAPP + 5 gal/10 bbls Mud Clean			8.4	
Spacer 3								

Cement Data											
Intermediate Lead				Intermediate Tail							
Sacks	615			Sacks	200			Sacks			
Cu/Ft	1162.0			Cu/Ft	230.0			Cu/Ft			
BBLS	207.0			BBLS	41.0			BBLS			
Mountain G - 61.1 lbs/sk				Mountain G							
Fly Ash - 25.9 lbs/sk				0.3% TCR-10							
2% Bentonite				0.3% CFL-300							
3 lbs/sk MS-500											
0.5% Sodium MetaSilicate											
0.2% CAF-38											
0.25 lbs/sk Pol-E-Flake											
Yield	1.89			Yield	1.15			Yield			
Density	12.50			Density	15.80			Density			
Water	10.18			Water	4.99			Water			

Additional Comments or Instructions

ORDERED BY	OFFICE PHONE	CELL PHONE	PAGER	TIME OF CALL
CALL TAKEN BY Wes Aaron	OFFICE PHONE 970.716.3017	CELL PHONE 720.369.9487	PAGER	TIME READY

JOB SITE HSE MEETING REPORT & EMERGENCY RESPONSE PLAN

39198 (rev 4-98)

1. Location Information:

Date 06/19/14	SALES ORDER NUMBER C4C03015	Customer BONANZA CREEK ENERGY	Well NAME 21-24-17HNB
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List of employees on site (In case of evacuation, check boxes as employees are accounted for -use additional paper if needed)

<input checked="" type="checkbox"/> J. FISHER	<input type="checkbox"/> Isaac Kulla	<input checked="" type="checkbox"/> Luke C. D. U	<input type="checkbox"/>
<input checked="" type="checkbox"/> I. LOPEZ	<input type="checkbox"/> Abel Salazar	<input type="checkbox"/> Cole Owen	<input type="checkbox"/>
<input checked="" type="checkbox"/> R. VAZQUEZ	<input type="checkbox"/> Kris Hradecky	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> L. GARCIA	<input checked="" type="checkbox"/> Rick Babcock	<input type="checkbox"/>	<input type="checkbox"/>

2. Discussion of Hazards

Hazards Found at the Job Site

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Electrical Discuss location of electrical lines and power sources in relation to equipment and lines. | <input type="checkbox"/> | Confined Spaces Discuss any required entry into confined spaces (e.g. cellars, tanks, pits) |
| <input checked="" type="checkbox"/> Chemicals Discuss possible exposures to substances such as dusts, chemicals, vapors, radioactive material, explosives, and Fla./combustible materials. Provide MSDS sheets, H2S, Gas/Fla. Gases. | <input checked="" type="checkbox"/> | Noise Discuss areas with high noise levels and avoid these areas or provide hearing protection. |
| <input checked="" type="checkbox"/> Overhead Discuss overhead hazards (e.g. guy wires, DME, chains, pulleys, hazards while on the rig floor or under the rig floor. | <input checked="" type="checkbox"/> | Walking/Working Surfaces Discuss the terrain where the rig up and job will occur (e.g. boards, limestone, mud, stairways, walkways, the derrick, and the rig floor) |
| <input type="checkbox"/> Cranes, Masts, Booms Discuss hazards associated with overhead lifting devices. | <input checked="" type="checkbox"/> | Lifting Discuss the proper lifting techniques and ways to eliminate or reduce heavy lifting such as forklifts, cranes, and sharing the load. |
| <input checked="" type="checkbox"/> Weather Discuss weather conditions (e.g. heat, cold, ice, snow, rain, wind, dust, visibility, etc.) | <input checked="" type="checkbox"/> | Falling Discuss job procedures requiring work at heights greater than 10 ft. |
| <input checked="" type="checkbox"/> Chemical spills & releases Tote Tanks, Frac Tanks, drums, hose connections, and pumps. | <input checked="" type="checkbox"/> | Pressure Discuss pressure hazards such as DME and bulk tanks. |
| <input checked="" type="checkbox"/> Ignition Sources Discuss possible ignition sources (e.g. engines, electrical equipment, open flames, smoking, etc.) | <input type="checkbox"/> | LO/TO Discuss equipment that has been locked or tagged out. |
| <input checked="" type="checkbox"/> Well Bore Fluids or Gases Discuss Shale Shaker, Frac Tanks, return lines, and vent lines. | | |

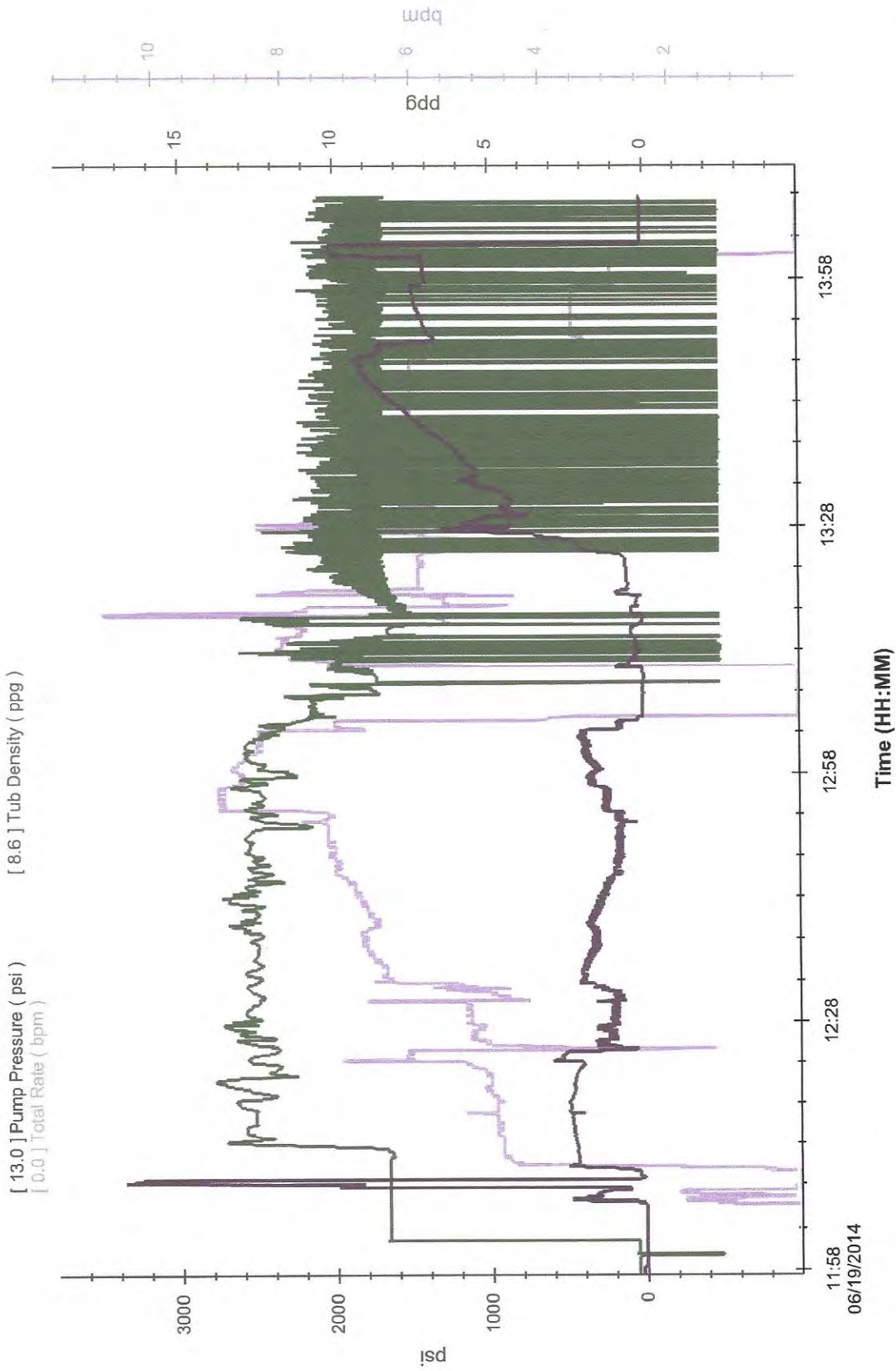
3. Hazard Controls

- | | | |
|---|-------------------------------------|---|
| <input checked="" type="checkbox"/> Personal Protective Equipment Discuss required PPE such as respirators, head protection, hearing protection, protective footwear, hand and skin protection and fall protection | <input checked="" type="checkbox"/> | Safety Equipment Discuss safety items such as pop-off valves, fire extinguishers, and communication devices. |
| <input checked="" type="checkbox"/> Physical Barriers Discuss items such as hose covers, line tiedowns, guards, railings, and inert gas blankets. | <input checked="" type="checkbox"/> | Vents Discuss vent lines for frac tanks and bulk tanks |
| <input checked="" type="checkbox"/> Weather Discuss control measures for weather factors | <input checked="" type="checkbox"/> | Equipment monitored for leaks during job and contained |
| <input checked="" type="checkbox"/> Ignition Sources Controls Discuss control measures for ignition sources such as the use of spark arrestors, emergency shutdown procedures, and NO SMOKING rules. | <input checked="" type="checkbox"/> | Equipment washup per customers instructions. |
| <input type="checkbox"/> Cranes, Masts, Booms Safe working capacities have been calculated per charts on equipment and will not be overloaded. | <input checked="" type="checkbox"/> | Equipment drip pans drained in approved containers prior to leaving location. |
| | <input checked="" type="checkbox"/> | All empty containers must be returned to facility (sacks, pails, and drums) |
| | <input checked="" type="checkbox"/> | Waste Handling Discuss chemical and waste handling procedures |

4. Contingency Plans for Emergencies

- | | | |
|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> Location of Eyewash/Safety Shower Station Discuss the location of the eyewash/safety shower station and how to use it. | <input checked="" type="checkbox"/> | Injury and Accident Procedures Discuss personnel responsibilities and procedures in the event of an injury or accident. |
| <input checked="" type="checkbox"/> Assembly Points Discuss where to gather in the event of an emergency | <input checked="" type="checkbox"/> | Rescue Procedures Discuss rescue procedures with the appropriate personnel (trained and equipped) |
| <input type="checkbox"/> Fire Fighting Discuss fire fighting responsibilities with the appropriate personnel (trained and equipped only) | <input checked="" type="checkbox"/> | Emergency Shutdown Procedures Discuss when, how, and what to shut down in the event of an emergency. |
| <input checked="" type="checkbox"/> Wind Direction Discuss the wind direction and how it may change the contingency plan such as the assembly area location and discuss how to detect wind direction (windsacks streamers etc.) | <input type="checkbox"/> | Recovery Procedures Discuss how to return to normal operation after an emergency shutdown. |
| <input checked="" type="checkbox"/> First Aid Station Point out the location of the first aid kit and who is responsible for administering first aid. | <input type="checkbox"/> | Nearest Hospital The best route of travel along with everyone understanding which vehicle will be used as the ambulance. |
| <input checked="" type="checkbox"/> Reporting Spills Discuss measures used for spill reporting | | Head Count |
| <input checked="" type="checkbox"/> Spill Response Kit Review Location of Spill Response Kit. | | Employees <u>4</u> |
| <input checked="" type="checkbox"/> Contaminated Soil Discuss Procedures for spill/leak cleanup. | | Other <u> </u> |
| | | Total <u>4</u> |

5. Roles and Responsibilities	
<input checked="" type="checkbox"/> Communicated	<input checked="" type="checkbox"/> Signed
6. Emergency Escape Procedures (Communicate the following information with all employees on location.)	
Safe Refuge Area and /or Meeting Point:	
Note: If wind direction changes do not proceed to gathering point, but rather proceed upwind after observing wind direction indicator.	
Evacuation may occur on site because of: (check appropriate boxes)	The following equipment is required on location (check appropriate boxes)
<input checked="" type="checkbox"/> Release of H2s above 10 ppm	<input type="checkbox"/> H2S Monitors
<input checked="" type="checkbox"/> Blowout	<input type="checkbox"/> Combustible Gas Monitors
<input checked="" type="checkbox"/> Release of flammable gasses	<input type="checkbox"/> Wind Direction Indicator (Windssocks, Streamers, ect.)
<input type="checkbox"/> Release of other gasses	<input type="checkbox"/> Escape respirators (one for each employee)
<input checked="" type="checkbox"/> Fire	<input type="checkbox"/> Full facepiece positive pressure SCBA
7. Emergency Telephone Numbers and/or Method of Contact	
Sheriff: 911	Hospital (actual phone number other than 911):
Supervisor:	Customer:
First Aid Responders on this site (Names):	Designated emergency vehicle & mobile phone number:
8. Rescue Procedures If emergency rescue is necessary, the following is required: (check appropriate boxes)	
<input type="checkbox"/> Full Facepiece SCBA (30 min.)	<input type="checkbox"/> Escape Respirators
<input checked="" type="checkbox"/> Protective Clothing	<input checked="" type="checkbox"/> Monitoring Equipment
List: ALL APPLICABLE P.P.E.	List:
9. Site Plan (Draw the location, indicate wind direction, and mark the safe area/meeting point.)	
10. Postjob HSE Meeting (Note: Enter information in IRJ) Date: _____ Time: 1900	
Check appropriate box for each incident event	
<input type="checkbox"/> Injury	<input checked="" type="checkbox"/> No Injuries
<input type="checkbox"/> Spill	<input type="checkbox"/> Near Miss
<input type="checkbox"/> Vehicle Accident	<input checked="" type="checkbox"/> No Vehicle Accident
<input type="checkbox"/> No Near Misses	<input checked="" type="checkbox"/> No Near Misses
Location is as clean as when we arrived.	
Is follow up with customer needed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Comments WORK SAFE / WATCH OUT FOR FELLOW WORKERS.	
Customer Representative	THERMASOURCE REPRESENTATIVE



Customer: Bonanza Creek	Well: P 21-24	Job Type: 7" INTERMEDIATE
Customer Rep: MUELLER, BOB	Supervisor: FISHER, JEFF	Job Date: 06/19/2014

ThermaSource Cementing, Inc.

JOB SUMMARY

JOB DATE	06/19/14
SUPERVISOR	J.FISHER
CITY	DEARFIELD
SALES ORDER NUMBER	C4C03015

CUSTOMER	BONANZA CREEK ENERGY	CUSTOMER REP.	BOB MUELLER	TICKET AMOUNT	\$35,811.49
WELL TYPE	OIL	STATE	CO	COUNTY	WELD
WELL NAME AND NUMBER	21-24-17HNB	SEC / TWN / RNG	SEC:17 T:6N R:61W	API #	05-123-39393-00

EMP NAME	EXP. HOUR	EQUIPMENT	R/T MILES	EMP NAME	EXP. HOUR	EQUIPMENT	R/T MILES
J.FISHER		6318	100				
I.LOPEZ		6100/6208	100				
R.VAZQUEZ							
L.GARCIA		/61016203	100				

DATE	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED	LEAVE LOCATION
TIME	6/19/2014	6/19/2014	6/19/2014	6/19/2014	6/19/2014
	2:20 AM	5:30 AM	12:05 PM	14:00	15:30

WELL TUBULAR DATA						CASING TOOLS AND ATTACHMENTS		
TUBULAR NAME	NEW/USED	WEIGHT	SIZE	FROM	TO	NAME	QTY	MAKE
CASING	NEW.	36	9 5/8	0	410			
CASING	NEW.	26	7	0	6580			

BHST	° F	BHCT	° F	MUD TEMP IN	° F	MUD TEMP OUT	° F	CIRCULATION TIME	2 HR
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WELL TD	6580 FT	CASING DEPTH	6580 FT	SHOE JOINT	43 FT
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JOB PROCEDURE AND MATERIALS							
STAGE	FLUID NAME	VOLUME (BBL)	BULK (SK)	FLUID DESCRIPTION	WATER REQ.	YIELD	DENSITY (PPG)
1	SPACER	30		TC MUD CLEAN			8.4
2	CMT	274	815	LEAD CEMENT	10.18	1.89	12.5
3	SPACER	20		H2O			8.33
4	SPACER	210		DRILLING MUD			9
5	SPACER	20		H2O			8.33
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

OTHER JOB NOTES

THE INFORMATION STATED HEREIN IS CORRECT

CUSTOMER REPRESENTATIVE _____ SIGNATURE _____

ThermaSource Cementing, Inc.

C4C03015

Sales Order No.

J.FISHER

TCI Employee

06/19/14

Date

WORK ORDER CONTRACT

THIS WORK ORDER CONTRACT MUST BE SIGNED BEFORE WORK IS COMMENCED AND IS APPLICABLE ONLY TO THE SALES ORDER NUMBER ABOVE.

THERMASOURCE CEMENTING, INC., DOING BUSINESS AS THERMASOURCE CEMENTING (hereinafter "TCI") SHALL FURNISH AND/OR DELIVER SERVICES, PRODUCTS, EQUIPMENT AND/OR MATERIALS TO THE CUSTOMER LISTED BELOW AS AN INDEPENDENT CONTRACTOR FOR THE PURPOSE OF SERVICING THE CUSTOMER IN ACCORDANCE WITH THE TERMS BELOW:

Customer	BONANZA CREEK ENERGY	County	WELD	State	CO
Well(s) No.	21-24-17HNB	Well Owner/ Permit No.	05-123-39393-00		

1. CUSTOMER REPRESENTATION - Customer warrants that the well(s) listed above is in proper condition and able to receive the services, products, equipment and/or materials to be furnished and/or delivered by TCI

2. PRICE AND PAYMENT - The services, products, equipment and/or materials to be supplied hereunder are priced in accordance with TCI's current price list. All prices are exclusive of any applicable taxes. Invoices are due net twenty days from the date of invoice. Customer agrees to pay interest on any unpaid balance from the date due until paid at the rate of 1.5% per month or the maximum legal rate applicable, whichever is less. In the event TCI employs an attorney or agency for collection of any account, Customer agrees to pay all reasonable legal fees plus all collection and court costs. Customer agrees that payment of the legal, collection and court fees and costs set out herein are reasonable and necessary. In the event that any payment due hereunder is overdue, TCI reserves the right to suspend performance until such delinquency is corrected.

3. LIMITED WARRANTY - TCI warrants only title to the equipment, products and materials supplied under this Contract and that same are free from defects in workmanship and materials. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE.** All TCI Services are provided AS-IS without any warranty. TCI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited, at TCI's option, to the replacement of such material or a credit to Customer for the cost of such items, subject to their prior return to TCI. In no event shall TCI be liable for special, incidental, indirect, consequential, or punitive damages, including loss of profits, business interruptions or loss of use of assets. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, **TCI IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY TCI.** TCI will use its best efforts in gathering such information and its best judgment in interpreting it, but Customer agrees that TCI shall not be liable for, and **CUSTOMER SHALL INDEMNIFY, DEFEND and HOLD** TCI and its affiliates harmless against **ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION**, even if such is contributed to or caused by the negligence, fault or strict liability of any member(s) of TCI. TCI also does not warrant the accuracy of data transmitted by electronic process, and TCI will not be responsible for any interception of such data by third parties.

4. EQUIPMENT AND WASTE LIABILITY - Customer shall, at its risk and expense, attempt to recover any TCI equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs including transportation costs, unless caused by TCI's sole negligence or willful misconduct. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless the loss is caused by TCI's sole negligence or willful misconduct. Customer shall be responsible for damage to or loss of TCI equipment, products, and materials while in transit aboard Customer supplied transportation and during loading and unloading from such transport. Customer will also pay for the repair or replacement of TCI equipment damaged by corrosion or abrasion due to well effluents. Customer shall at its own expense store, transport and dispose of any chemical, hazardous or non-hazardous waste used in the performance of the services and ensure that such waste is disposed of in accordance with applicable law.

5. RELEASE AND INDEMNITY

(a) Customer agrees to **RELEASE TCI** 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 has the ability to bind by contract or which are co-interest owners or joint ventures with Customer.

(b) The Customer agrees to **WAIVE and RELEASE TCI** from any and all claims arising out of or in connection with the failure, degradation or deterioration of equipment or materials supplied or owned by Customer, the quality characteristics or impact of geothermal fluids and its condensates; contamination of ground and surface water, or land due to drilling; steam production capabilities; loss of electric generation due to performance of the services; site and offsite contamination due to, but not limited to, airborne particulate, water runoff or subterranean and surface transportation; or acts or omissions of Customer's subcontractors and other contractors.

(c) Customer also agrees to **DEFEND, INDEMNIFY, AND HOLD TCI 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 the negligent or willful misconduct or omissions of Customer, its employees or agents; any Customer breach under this Contract, including failure to legally dispose of waste; the occurrence of any of the items in 5(b) above; any blowout, cratering, pollution, contamination, damage to or loss of well, reservoir or formation, or any surface damage arising from activities below ground level of the rotary table no matter the cause; and loss of well control, services to control a wild well whether underground or above the surface, reservoir or underground damage, including loss 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, pollution, contamination or its cleanup and control.

6. INSURANCE. Customer agrees to maintain liability insurance having limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 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.

7. GOVERNING LAW. This Contract shall be interpreted in accordance with the laws of the State of California without reference to conflict of laws principles.

8. DISPUTE RESOLUTION. Customer and TCI agree that any dispute that may arise out of the performance of this Contract shall be resolved initially by negotiation including submitting to senior management for attempted resolution for a period not less than 30 days from date of notice. If not settled, the dispute shall be resolved by binding arbitration of one independent arbitrator appointed in accordance with the Commercial Rules of American Arbitration Association, and such rules shall apply to the arbitration. The arbitration will take place in a mutually agreeable location in California.

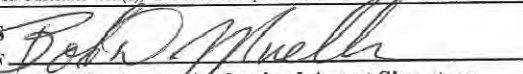
9. SEVERABILITY; ENTIRE AGREEMENT. Should any provision or part thereof of this Contract be held invalid, void, or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract which can be given effect, without the invalid provision or part thereof. Customer and TCI agree that any provision of this Contract that is unenforceable or void under applicable law shall be modified to achieve the intent of the parties hereunder to the greatest extent allowed by applicable law. Unless there is another written, signed agreement between the parties, this Contract shall be the exclusive agreement between the parties regarding the subject matter hereof. In the event the parties have another signed written agreement, and the terms of such agreement conflict with the terms of this Contract, the terms of such other agreement shall control.

10. MODIFICATIONS. TCI shall not be bound by any modifications to this Contract, except where such modification is made in writing by a duly authorized officer of TCI. Requests for modifications should be directed to TCI Legal Department, 3883 Airway Drive, Suite 340, Santa Rosa CA 95403.

Customer Acceptance of Work Order Contract Terms.

Upon the signature of the acknowledgment below or by allowance of TCI services on Customer well(s), Customer accepts the contract terms stated above.

I HAVE READ AND UNDERSTAND THIS CONTRACT WHICH CONTAINS RELEASE AND INDEMNITY LANGUAGE WHICH I, ON BEHALF OF CUSTOMER, ACKNOWLEDGE IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE AND I REPRESENT THAT I AM AUTHORIZED TO SIGN THE SAME AS CUSTOMER'S AGENT.



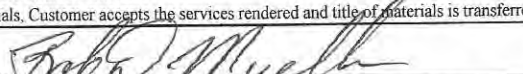
 Customer Authorized Agent Signature
BOB MUELLER

 Print Name and Title
6-19-14
Date

Customer Acceptance of Services and/or Materials.

Upon the signature of the acknowledgment below or retention of services and/or materials, Customer accepts the services rendered and title of materials is transferred.

I, ON BEHALF OF CUSTOMER, HEREBY ACKNOWLEDGE RECEIPT OF THE SERVICES AND MATERIALS DESCRIBED IN THE APPLICABLE SALES ORDER



 Customer Authorized Agent Signature
BOB MUELLER

 Print Name and Title
6-19-14
Date