

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

PROOF OF CLAIM

Name of Debtor:
Cornerstone E&P Company, L.P.

Case Number:
09-35228-bjh

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Weatherford US LP

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Melissa A. Haselden; Weycer Kaplan Pulaski & Zuber, PC
11 Greenway Plaza, Suite 1400
Houston, Texas 77046
Telephone number:
(713) 961-9045

Court Claim Number:
(if known)

Filed on:

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 2,595,720.90

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

2. Basis for Claim: Services & Goods
(See instruction #2 on reverse side.)

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as:
(See instruction #3a on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.)

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection: Mineral Lien

Amount of Secured Claim: \$ 2,595,720.90 Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:
11/04/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Handwritten signature: Mel A Haselden, attorney in fact for Weatherford US, LP

FOR COURT USE ONLY

EXHIBIT "B"

**AFFIDAVIT
FOR
OIL AND GAS WELL LIEN**

STATE OF TEXAS :
:
HILL COUNTY :

COPY

The undersigned, Simon Lin, of lawful age, being by me first duly sworn according to law, deposes and says:

My name is Simon Lin and I am Senior Collections Manager for accounts receivable for Weatherford US LP, whose mailing address is 515 Post Oak Blvd., Suite 600, Houston, Texas 77027, hereinafter referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this Affidavit on behalf of Claimant.

At the request of Cornerstone E&P Company, LP, Claimant has performed labor or services and has furnished material, machinery, or oil well supplies used in the digging, drilling, torpedoing, completing, operating, or repairing of the Young Well #1H, the Colonial Trust Well #1H, the Watson Well #1H, the Mays-McElroy Well #1H, the Smitherman Well #1H, the Hancock Well #1H, and the Covington Acres West Well #1H, Hill County, Texas (the "Mineral Property"), for Cornerstone E&P Company, LP, as operator, and for the other mineral property owners of the Mineral Property, for improvements to the oil and gas leasehold estate and property described herein below and in particular for the Young Well #1H, the Colonial Trust Well #1H, the Watson Well #1H, the Mays-McElroy Well #1H, the Smitherman Well #1H, the Hancock Well #1H, and the Covington Acres West Well #1H, Hill County, Texas located thereon (and being the specific improvements for which the services were rendered and labor, equipment, and/or materials were furnished and all for which the indebtedness to Claimant was incurred by Cornerstone E&P Company, LP). The Mineral Property is more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes. Attached hereto as Exhibit "B" and made a part hereof for all purposes are photocopies of Claimant's invoices, which represent an accurate description of the above noted labor, services, material, machinery, or oil well supplies furnished to Cornerstone E&P Company, LP for the digging, drilling, torpedoing, completing, operating, or repairing of the Property and the dates of performance.

After allowing all just credits and offsets, the amount of \$2,595,720.90 remains unpaid and is due and owing under the above described account.

Pursuant to Chapter 56 of the Texas Property Code, Revised Civil Statutes of the State of Texas, Claimant hereby claims a lien upon the Mineral Property described in Exhibit "A" and upon the following properties, to wit:

1. The material, machinery, and supplies furnished or hauled by Claimant for the above
{WEA006\00098\0534483.DOC;1\RCB}

Exhibit "A"
Description of Property

The oil and gas leasehold estate and working interest attributable to:

The Covington Acres West Well #1H, RRC District No. 05, APINo. 42-217-30706, Permit# 671652, situated in the JM McCarter Survey, Abstract A-555; Survey Perpendiculars: 175 feet SE line and 2878 feet from the SW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

The Young Well #1H, RRC District No. 05, API No. 42-217-30743, Permit #677469, situated in the H Boone Survey, Abstract A-27; Survey Perpendiculars: 208 feet Northerly NW line and 194 feet from the Northerly SW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

The Colonial Trust Well #1H, RRC District No. 05, APINo. 42-217-30747, Permit#678570, situated in the Ellis CSL Survey, Abstract A-253; Survey Perpendiculars:7913 feet SW line and 214 feet from the NW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

The Watson Well #1H, RRC District No. 05, API No. 42-217-30714, Permit #673777, situated in the TF Evitts Survey, Abstract A-258; Survey Perpendiculars: 519 feet SE line and 2054 feet from the SW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

The Mays-McElroy Well #1H, RRC District No. 05, API No. 42-217-30729, Permit #675721, situated in the JM McCarter Survey, Abstract A-555; Survey Perpendiculars: 4435 feet SW line and 6502 feet from the NW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

The Smitherman Well #1H, RRC District No. 05, API No. 42-217-30739, Permit #677244, situated in the FC Burt Survey, Abstract A-28; Survey Perpendiculars: 1385 feet SW line and 4195 feet from the NW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

The Hancock Well #1H, RRC District No. 05, API No. 42-217-30719, Permit #673795, situated in the HH Bently Survey, Abstract A-29; Survey Perpendiculars: 2454 feet SE line and 2680 feet from the SW line; Field Name: Newark, East (Barnett Shale), Field Number 65280200, Hill County, Texas.

Precision Energy Services, Inc.

INVOICE

Invoice No.	90463912
-------------	----------

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

Colonial Trust 1H

Customer # 11732

Felderhoff 12

Please Remit to:
 Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:		D08TX044					
SERVICE ORDER	PURCHASE ORDER / AFE NO.	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE	
4016620			TX	HILL COUNTY	PES DS (Houston Operations)	04/09/2009	
DATE OF SERVICE		QUANTITY	UNIT OF MEASURE		TOTAL COST		
March 08, 2009		1.00	Day		2,050.00		
March 10, 2009		1.00	Day		6,045.00		
March 11, 2009		1.00	Day		17,800.00		
March 12, 2009		1.00	Day		9,300.00		
March 13, 2009		1.00	Day		9,300.00		
March 14, 2009		1.00	Day		9,300.00		
March 15, 2009		1.00	Day		9,300.00		
March 16, 2009		1.00	Day		9,300.00		
March 17, 2009		1.00	Day		9,300.00		
March 18, 2009		1.00	Day		9,300.00		
March 19, 2009		1.00	Day		9,300.00		
March 20, 2009		1.00	Day		9,300.00		
March 21, 2009		1.00	Day		9,300.00		
March 22, 2009		1.00	Day		9,300.00		
March 23, 2009		1.00	Day		18,665.00		
March 24, 2009		1.00	Day		10,350.00		
March 25, 2009		1.00	Day		10,350.00		
March 26, 2009		1.00	Day		10,350.00		
March 27, 2009		1.00	Day		10,350.00		
March 28, 2009		1.00	Day		18,665.00		
March 29, 2009		1.00	Day		10,350.00		
March 30, 2009		1.00	Day		10,350.00		
March 31, 2009		1.00	Day		10,350.00		
April 01, 2009		1.00	Day		10,350.00		
April 02, 2009		1.00	Day		6,045.00		

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days

Sub-Total:	254,370.00
Texas Well Service Tax:	772.05
Sales Tax:	0.00

Invoice Total: US \$ 255,142.05

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No.	90460771
-------------	----------

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

Please Remit to:
 Precision Energy Services, Inc
 P.O. Box 200698
 Dallas, TX 75320-0698

HANCOCK #1H

Federal ID #76-0224331

Customer # 11732

FELDERHOFF 17

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:						
SERVICE ORDER	PURCHASE ORDER / A P E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016189			TX	HILL COUNTY	PES DS (Houston Operations)	03/19/2009
	DATE OF SERVICE	QUANTITY	UNIT OF MEASURE	TOTAL COST		
	March 19, 2009	1 00	Day	400,940 00		
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT						
Terms:	Net 30 days			Sub-Total:	400,940 00	
				Sales Tax:	0 00	
				Invoice Total: US \$	400,940.00	

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No. 90458635

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO

SMITHERMAN 1H

Customer # 11732

FELDERHOFF 12

Please Remit to:
 Precision Energy Services, Inc
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:		D08TX040 133		830-19		
SERVICE ORDER	PURCHASE ORDER / A P E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016393			TX	HILL COUNTY	PES DS (Houston Operations)	03/05/2009
DATE OF SERVICE		QUANTITY	UNIT OF MEASURE		TOTAL COST	
March 01, 2009		1 00	Day		10,360 00	
March 02, 2009		1 00	Day		6 045 00	

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days

Sub-Total: 274,250 00
 Texas Well Service Tax: 736 96
 Sales Tax: 0 00

Invoice Total: US \$ 274,986 96

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement Weatherford's standard terms and conditions a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.
 A Weatherford Company

INVOICE

Invoice No. 90456358

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

WATSON 1H

Customer # 11732

FELDERHOFF 17

Please Remit to:
 Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:		D08TX038					
SERVICE ORDER	PURCHASE ORDER / A/R NO.	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE	
4016373			TX	HILL COUNTY	PES DS (Houston Operations)	02/23/2009	
	DATE OF SERVICE	QUANTITY	UNIT OF MEASURE		TOTAL COST		
	January 21, 2009	1.00	Day		1,900.00		
	January 22, 2009	1.00	Day		1,050.00		
	January 23, 2009	1.00	Day		15,946.00		
	January 24, 2009	1.00	Day		9,300.00		
	January 25, 2009	1.00	Day		9,300.00		
	January 26, 2009	1.00	Day		9,300.00		
	January 27, 2009	1.00	Day		9,300.00		
	January 28, 2009	1.00	Day		9,300.00		
	January 29, 2009	1.00	Day		9,300.00		
	January 30, 2009	1.00	Day		9,300.00		
	January 31, 2009	1.00	Day		9,300.00		
	February 01, 2009	1.00	Day		6,046.00		
	February 02, 2009	1.00	Day		9,300.00		
	February 03, 2009	1.00	Day		17,465.00		
	February 04, 2009	1.00	Day		10,350.00		
	February 05, 2009	1.00	Day		10,350.00		
	February 06, 2009	1.00	Day		17,465.00		
	February 07, 2009	1.00	Day		10,350.00		
	February 08, 2009	1.00	Day		18,665.00		
	February 09, 2009	1.00	Day		10,350.00		
	February 10, 2009	1.00	Day		10,350.00		
	February 11, 2009	1.00	Day		10,350.00		
	February 12, 2009	1.00	Day		17,465.00		
	February 13, 2009	1.00	Day		10,350.00		
	February 14, 2009	1.00	Day		10,350.00		
	February 15, 2009	1.00	Day		10,350.00		
	February 16, 2009	1.00	Day		10,350.00		
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT							
Continued on next page...							

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No: 90456358

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

WATSON 1H

Customer # 11732

FELDERHOFF 17

Please Remit to:

Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:		D08TX038				
SERVICE ORDER	PURCHASE ORDER / A.P.E. NO.	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016373			TX	HILL COUNTY	PES DS (Houston Operations)	02/23/2009
DATE OF SERVICE		QUANTITY	UNIT OF MEASURE		TOTAL COST	
February 17, 2009		1.00	Day		8,345.00	

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days

Sub-Total: 291,545.00
 Texas Well Service Tax: 481.52
 Sales Tax: 0.00

Invoice Total: US \$ 292,026.52

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

 A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

HANCOCK #1H

Vendor #

FELDERHOFF 17

Please Remit to:
 Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331
 Phone: (817)249-7200
 Fax: (817)249-7222

ATTN:		AFE#D08TX041				
SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016189			TX	HILL COUNTY	PES DS (Houston)	01/23/2009
DATE OF SERVICE / DESCRIPTION		QUANTITY	UNIT OF MEASURE		TOTAL COST	
December 21, 2008		1.00	Day		5,000.00	
December 22, 2008		1.00	Day		18,450.00	
December 23, 2008		1.00	Day		10,300.00	
December 24, 2008		1.00	Day		10,300.00	
December 25, 2008		1.00	Day		10,300.00	
December 26, 2008		1.00	Day		10,300.00	
December 27, 2008		1.00	Day		10,300.00	
December 28, 2008		1.00	Day		12,450.00	
December 29, 2008		1.00	Day		10,300.00	
December 30, 2008		1.00	Day		10,300.00	
December 31, 2008		1.00	Day		10,300.00	
January 01, 2009		1.00	Day		20,995.00	
January 02, 2009		1.00	Day		11,430.00	
January 03, 2009		1.00	Day		11,430.00	
January 04, 2009		1.00	Day		11,430.00	
January 05, 2009		1.00	Day		20,995.00	
January 06, 2009		1.00	Day		11,430.00	
January 07, 2009		1.00	Day		11,430.00	
January 08, 2009		1.00	Day		11,430.00	
January 09, 2009		1.00	Day		11,430.00	
January 10, 2009		1.00	Day		11,430.00	
January 11, 2009		1.00	Day		11,430.00	
January 12, 2009		1.00	Day		11,430.00	
January 13, 2009		1.00	Day		7,825.00	
January 14, 2009		1.00	Day		4,500.00	
Subtotal:					286,915.00	
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT						
Continued on next page...						

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No. 90450756

A Weatherford Company

Cornerstone E&P Co LP
5525 N MacArthur Blvd
Suite 775
Irving TX 75038
USA

LEASE AND WELL NO.

HANCOCK #1H

Vendor #

FELDERHOFF 17

Please Remit to:
Precision Energy Services, Inc.
P.O. Box 200698
Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:		AFE#D08TX041				
SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016189			TX	HILL COUNTY	PES DS (Houston)	01/23/2009
DATE OF SERVICE / DESCRIPTION			QUANTITY	UNIT OF MEASURE	TOTAL COST	

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days

Sub-Total: 286,915.00

Taxes: 659.84

Invoice Total: US \$ 287,574.84

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

A Weatherford Company

INVOICE

Invoice No. 90453539

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

MAYS-MCELROY 1H

FELDERHOFF 12

Customer # 11732

Please Remit to:
 Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698
 Federal ID #76-0224331
 Phone: (817)249-7200
 Fax: (817)249-7222

ATTN:

SERVICE ORDER	PURCHASE ORDER / A.P.E. NO.	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016242			TX	HILL COUNTY	PES DS (Houston Operations)	02/09/2009

DATE OF SERVICE	QUANTITY	UNIT OF MEASURE	TOTAL COST
January 02, 2009	1.00	Day	11,695.00
January 03, 2009	1.00	Day	18,450.00
January 04, 2009	1.00	Day	10,300.00
January 05, 2009	1.00	Day	10,300.00
January 06, 2009	1.00	Day	10,300.00
January 07, 2009	1.00	Day	10,300.00
January 08, 2009	1.00	Day	10,300.00
January 09, 2009	1.00	Day	12,450.00
January 10, 2009	1.00	Day	10,300.00
January 11, 2009	1.00	Day	10,300.00
January 12, 2009	1.00	Day	18,665.00
January 13, 2009	1.00	Day	11,430.00
January 14, 2009	1.00	Day	11,430.00
January 15, 2009	1.00	Day	11,430.00
January 16, 2009	1.00	Day	11,430.00
January 17, 2009	1.00	Day	20,495.00
January 18, 2009	1.00	Day	11,430.00
January 19, 2009	1.00	Day	11,430.00
January 20, 2009	1.00	Day	11,430.00
January 21, 2009	1.00	Day	11,430.00
January 22, 2009	1.00	Day	20,995.00
January 23, 2009	1.00	Day	11,430.00
January 24, 2009	1.00	Day	11,430.00
January 25, 2009	1.00	Day	11,430.00
January 26, 2009	1.00	Day	11,430.00

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days

Sub-Total: 312,010.00
 Texas Well Service Tax: 719.83
 Sales Tax: 0.00

Invoice Total: US \$ 312,729.83

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No. 90450327

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

COVINGTON ACRES WEST #1H

Please Remit to:
 Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331
 Phone: (817)249-7200
 Fax: (817)249-7222

Vendor #

FELDERHOFF 11

ATTN:						
SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4015695			TX	HILL COUNTY	PES DS (Houston	01/19/2009
DATE OF SERVICE / DESCRIPTION		QUANTITY	UNIT OF MEASURE		TOTAL COST	
October 20, 2008		1.00	Day		4,277.50	
October 21, 2008		1.00	Day		1,350.00	
October 22, 2008		1.00	Day		1,350.00	
October 23, 2008		1.00	Day		1,850.00	
October 24, 2008		1.00	Day		34,250.00	
October 25, 2008		1.00	Day		12,850.00	
October 26, 2008		1.00	Day		12,850.00	
October 27, 2008		1.00	Day		14,350.00	
October 28, 2008		1.00	Day		12,850.00	
October 29, 2008		1.00	Day		14,350.00	
October 30, 2008		1.00	Day		12,850.00	
October 31, 2008		1.00	Day		12,850.00	
November 01, 2008		1.00	Day		9,482.50	
November 02, 2008		1.00	Day		22,630.00	
November 03, 2008		1.00	Day		11,430.00	
November 04, 2008		1.00	Day		11,430.00	
November 05, 2008		1.00	Day		13,580.00	
November 06, 2008		1.00	Day		11,430.00	
November 07, 2008		1.00	Day		11,430.00	
November 08, 2008		1.00	Day		13,580.00	
November 09, 2008		1.00	Day		11,430.00	
November 10, 2008		1.00	Day		11,430.00	
November 11, 2008		1.00	Day		7,825.00	
November 12, 2008		1.00	Day		7,825.00	
November 13, 2008		1.00	Day		7,825.00	
November 14, 2008		1.00	Day		7,825.00	
November 15, 2008		1.00	Day		7,825.00	
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT						
Continued on next page...						

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No. 90450327

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

COVINGTON ACRES WEST #1H

Please Remit to:
 Precision Energy Services, Inc.
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

Vendor #

FELDERHOFF 11

ATTN:

SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4015695			TX	HILL COUNTY	PES DS (Houston)	01/19/2009

DATE OF SERVICE / DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL COST
November 16, 2008	1.00	Day	7,825.00
November 17, 2008	1.00	Day	7,825.00
November 18, 2008	1.00	Day	13,650.00
November 19, 2008	1.00	Day	10,300.00
November 20, 2008	1.00	Day	10,300.00
November 21, 2008	1.00	Day	10,300.00
November 22, 2008	1.00	Day	10,300.00
November 23, 2008	1.00	Day	10,300.00
November 24, 2008	1.00	Day	10,300.00
November 25, 2008	1.00	Day	10,300.00
November 26, 2008	1.00	Day	10,300.00
November 27, 2008	1.00	Day	10,300.00
November 28, 2008	1.00	Day	10,300.00
November 29, 2008	1.00	Day	10,300.00
November 30, 2008	1.00	Day	10,300.00
December 01, 2008	1.00	Day	6,695.00
December 02, 2008	1.00	Day	6,695.00
December 03, 2008	1.00	Day	6,695.00
December 04, 2008	1.00	Day	6,695.00
December 05, 2008	1.00	Day	6,695.00
December 06, 2008	1.00	Day	6,695.00
December 07, 2008	1.00	Day	6,695.00
December 08, 2008	1.00	Day	6,695.00
December 09, 2008	1.00	Day	6,695.00
December 10, 2008	1.00	Day	6,695.00
December 11, 2008	1.00	Day	1,560.00
Subtotal:			524,415.00

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Continued on next page...

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

INVOICE

Invoice No. 90450327

A Weatherford Company

Cornerstone E&P Co LP
5525 N MacArthur Blvd
Suite 775
Irving TX 75038
USA

LEASE AND WELL NO.

COVINGTON ACRES WEST #1H

Please Remit to:
Precision Energy Services, Inc.
P.O. Box 200698
Dallas, TX 75320-0698

Federal ID #76-0224331

Phone: (817)249-7200

Fax: (817)249-7222

Vendor #

FELDERHOFF 11

ATTN:						
SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4015695			TX	HILL COUNTY	PES DS (Houston)	01/19/2009
DATE OF SERVICE / DESCRIPTION			QUANTITY	UNIT OF MEASURE	TOTAL COST	

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days	Sub-Total:	524,415.00
	Taxes:	659.84
	Invoice Total: US \$	525,074.84

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services [A paper copy of these standard terms and conditions will be provided to you upon your written request.]



INVOICE

ORIGINAL

INVOICE NUMBER: 5334197 RI SEQ:1
 INVOICE DATE: APR 14 2009

BILLING PERIOD FROM : FEB 19 2009 TO: FEB 23 2009 DELIVERY TICKET: 4905363 SR

BRANCH PLANT: 13257
 WEATHERFORD US LP
 212 LAKE RD
 BRIDGEPORT TX 76426
 UNITED STATES

JOB TYPE: RNT Other Rental
 SERVICE RATING : STANDARD SERVICE
 JOB NUMBER:
 ORDER DATE: FEB 19 2009
 SHIPPING DATE: FEB 19 2009
 STATE: TEXAS
 COUNTY: HILL
 CURRENCY: USD

CUSTOMER: 1804967
 CORNERSTONE E&P CO LP
 525 N MACARTHUR BLVD SUITE 775
 IRVING TX 75038
 UNITED STATES

PHONE: 940 683-3825
 FAX: 940 683-3842

SHIP TO: 2239103 CW
 FIELD: BARNETT SHALE
 WELL: 1-H
 LEASE: SMITHERMAN
 UNITED STATES
 RIG: FELDERHOFF 12

ORDERED BY: TODD ORDER NUMBER: .. AFE NUMBER: 108TX040
 CONTACT NUMBER: 940 393 2759 CONTRACT NUMBER: PRICE BOOK: 08DRLGUS

LINE NO.	DT SEQ DT LINE	QTY UOM	SERIAL NUMBER	DESCRIPTION	ITEM NUMBER/ REF NUMBER	SHIP / RETURN	BILL UNITS	PRICE UOM	BILL TYPE	QTY UNIT BILL	PRICE	DISC %	EXTENDED AMOUNT	TAX	
1	1 1.000	1.00 EA		SUB, CROSSOVER BOX X PIN 4-1/2 XH X 2-7/8 EUE 8RD SERIAL # 270738	237157 ZTOOLRENTAL	FEB 19 2009 FEB 23 2009	1.00	EA	Day	5.00 MIN	400.00	12.00	352.00	Y	
						BILL FROM: FEB 19 2009 TO: FEB 23 2009									
2	999 1.000	2.00 EA		INSPECT 2 CONNECTIONS @ \$25 EACH	236805 Z00500150265		2.00	EA	Job	2.00 ADD	25.00	.00	50.00	Y	
3	999 2.000	2.00 EA		WASTE DISPOSAL CHARGES 2 CONNECTIONS @ \$2 EACH	236572 Z00500150050		2.00	EA	Job	2.00 ADD	2.00	.00	4.00	Y	

FINAL RENTAL BILLING
 REPAIRS TO FOLLOW, IF ANY
 THANK YOU FOR YOUR BUSINESS!

INVOICE NUMBER:

5334197 RI

DT NUMBER: 4905363 SR

INVOICE

ORIGINAL

PAGE 2 of 2

LINE NO.	DT SEQ DT LINE	QTY UOM	SERIAL NUMBER	DESCRIPTION	ITEM NUMBER/ REF NUMBER	SHIP / RETURN	BILL UNITS	PRICE UOM	BILL TYPE	QTY UNIT BILL	PRICE	DISC %	EXTENDED AMOUNT	TAX
----------	----------------	---------	---------------	-------------	-------------------------	---------------	------------	-----------	-----------	---------------	-------	--------	-----------------	-----

..... TAX SUMMARY

St: TX	6.250	25.38
Co: WISE	.500	2.03
Ct: BRIDGEPORT	1.500	6.09

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

TERMS:
REMIT TO:

INVOICE NUMBER:
DATE:

Net 30 days
 WEATHERFORD U.S.,L.P
 P O BOX 200019
 CHASE BANK OF TEXAS, N.A.
 BANK ACCOUNT # 0010-318-8448
 TRANSIT ROUTING # 113-000-609
 HOUSTON TX 77216-0019
 UNITED STATES

SUBTOTAL: (USD)	406.00
TAX: (USD)	33.50
TOTAL AMOUNT DUE: (USD)	439.50

5334197
 APR 14 2009

SHIP TO: 2239103
 WELL-SITE
 Field: BARNETT SHALE
 Well: 1-H
 Lease: SMITHERMAN
 TX
 UNITED STATES
 County: HILL



INVOICE

Invoice Number: 5233026 RI
 Invoice Date: FEB 26 2009
 Order Number: 4816612 SO
 Order Date: FEB 22 2009
 Customer PO: D087X040
 Location: 10510 BRIDGEPORT
 Phone No.: 940.683-2244
 Fax No.: 940.683-3791
 Miscellaneous: 1261077
 FDC Number: FDC # 4922

REMIT TO:
 WEATHERFORD US LP (FDC4922)
 P O BOX 200019
 CHASE BANK OF TEXAS, N.A.
 BANK ACCOUNT # 0010-318-8448
 TRANSIT ROUTING # 113-000-609
 HOUSTON TX 77216-0019
 UNITED STATES

BILL TO: 1804967
 CORNERSTONE E&P CO LP
 5525 N MACARTHUR BLVD SUITE 775
 IRVING TX 75038
 UNITED STATES

TERMS	NET DUE DATE	ORDERED BY	ENTERED BY
Net 30 days	MAR 28 2009	TODD	Puccio, Gloria L
SHIPPING TERMS	SHIPPING INSTRUCTIONS		
EXW Ex Works			

LINE NO.	ITEM NUMBER DESCRIPTION	UOM	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE	TAX
2.000	Legacy #: 126820 SERVICE PACKERS Ship Date: FEB 26 2009 Part #: 126820	EA	1.00	1,400.0000	1,400.00	Y
3.000	Legacy #: 126808 TS BRIDGE PLUG Ship Date: FEB 26 2009 Part #: 126808	EA	1.00	1,537.5000	1,537.50	Y
4.000	Legacy #: 126820 SERVICE PACKERS Ship Date: FEB 26 2009 Part #: 126820	EA	1.00	1,400.0000	1,400.00	Y
***** SALES TAX SUMMARY *****						
	St: TX			6.250	271.09	
	Co: WISE			.500	21.69	

Weatherford (such term shall include any subsidiary, division or affiliate of Weatherford International, Inc.) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions, a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment, materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]	SUBTOTAL	4,337.50
	SALES TAX	292.78
	TOTAL (USD)	4,630.28

Precision Energy Services, Inc.

INVOICE

Invoice No.	90465930
-------------	----------

A Weatherford Company

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO

COLONIAL TRUST NO 1H

Customer # 11732

FELDERHOFF 12

Please Remit to:
 Precision Energy Services, Inc
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331
 Phone (817)249-7200
 Fax (817)249-7222

ATTN. Billed at 50% as negotiated

SERVICE ORDER	PURCHASE ORDER / A F E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016220			TX	HILL COUNTY	PES DS (Houston Operations)	04/28/2009

DATE OF SERVICE	QUANTITY	UNIT OF MEASURE	TOTAL COST
April 27, 2009	1 00	Day	3,300 00

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days

Sub-Total: 3,300 00

Sales Tax: 0 00

Invoice Total: US \$ 3,300.00

Weatherford (such term shall include any subsidiary division or affiliate of Weatherford International Inc) will provide the requested equipment materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement, Weatherford's standard terms and conditions a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]

Precision Energy Services, Inc.

▼ A Weatherford Company

INVOICE

Invoice No. 90467386

Cornerstone E&P Co LP
 5525 N MacArthur Blvd
 Suite 775
 Irving TX 75038
 USA

LEASE AND WELL NO.

YOUNG #1H

Customer # 11732

FELDERHOFF12

Please Remit to:
 Precision Energy Services, Inc
 P.O. Box 200698
 Dallas, TX 75320-0698

Federal ID #76-0224331
 Phone (817)249 7200
 Fax. (817)249-7222

ATTN.						
SERVICE ORDER	PURCHASE ORDER / A F E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4016739			TX	HILL COUNTY	PES DS (Houston Operations)	05/13/2009
DATE OF SERVICE		QUANTITY	UNIT OF MEASURE		TOTAL COST	
April 08, 2009		1 00	Day		8,545 00	
April 09, 2009		1 00	Day		14 400 00	
April 10, 2009		1 00	Day		9,300 00	
April 11, 2009		1 00	Day		9,300 00	
April 12, 2009		1 00	Day		9 300 00	
April 13, 2009		1 00	Day		9,300 00	
April 14, 2009		1 00	Day		9,300 00	
April 15, 2009		1 00	Day		9,300 00	
April 16, 2009		1 00	Day		9,300 00	
April 17, 2009		1 00	Day		9,300 00	
April 18, 2009		1 00	Day		18,665 00	
April 19, 2009		1 00	Day		10,350 00	
April 20, 2009		1 00	Day		10,350 00	
April 21, 2009		1 00	Day		10,350 00	
April 22, 2009		1 00	Day		18,665 00	
April 23, 2009		1 00	Day		10,350 00	
April 24, 2009		1 00	Day		10,350 00	
April 25, 2009		1 00	Day		10 350 00	
April 26, 2009		1 00	Day		10 350 00	
April 27, 2009		1 00	Day		10,350 00	
April 28, 2009		1 00	Day		10,350 00	
April 29, 2009		1 00	Day		10,350 00	

ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT

Terms: Net 30 days	Sub-Total:	238,175 00
	Texas Well Service Tax	701 38
	Sales Tax.	0 00
	Invoice Total: US \$	238,876 38

Weatherford (such term shall include any subsidiary division or affiliate of Weatherford International Inc) will provide the requested equipment, materials or services to its customer. Such provision shall be governed by the terms and conditions of the current applicable master service agreement between the parties. In the event that there is no such master service agreement Weatherford's standard terms and conditions a copy of which can be found at www.weatherford.com/t&c shall be applicable to the provision of such equipment materials or services. [A paper copy of these standard terms and conditions will be provided to you upon your written request.]