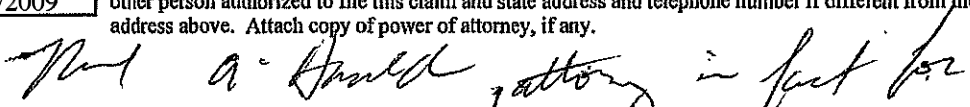


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Cornerstone E&P Company, L.P.		Case Number: 09-35228-bjh
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative 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		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Melissa A. Haselden; Weyer Kaplan Pulaski & Zuber, PC 11 Greenway Plaza, Suite 1400 Houston, Texas 77046 Telephone number: (713) 961-9045		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>515,870.36</u> 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. <input type="checkbox"/> 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>*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.</small>
2. Basis for Claim: <u>Services & Goods</u> (See instruction #2 on reverse side.)		
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.)		
4. Secured Claim (See instruction #4 on reverse side.) 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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 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: <u>Mineral Lien</u> Amount of Secured Claim: \$ <u>515,870.36</u> 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. 	
		FOR COURT USE ONLY EXHIBIT "C"

Weatherford, U.S. LP

**AFFIDAVIT
FOR
OIL AND GAS WELL LIEN**

Doc# 155121
 Book: 1166
 Pages: 0302 - 0314
 Filed & Recorded
 06/12/2009 3:09PM
 SARA MONTEMAYOR
 COUNTY CLERK
 MAVERICK
 RECORDING FEE \$ 49.00
 RECORDS PRESERVATION \$ 5.00
 COURTHOUSE SECURITY \$ 5.00
 HB370 - REC MGT \$ 5.00
 LETVP Deputy

STATE OF TEXAS :
 :
 MAVERICK 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 Chittim Well #1554H and the Chittim Well #1262, Maverick 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 Chittim Well #1554H and the Chittim Well #1262, Maverick 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 \$515,870.36 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 referenced well;
2. The land, leasehold, oil and gas well, water well, oil or gas pipeline and its right of

way, and a lease for oil and gas properties for which the labor was performed or material, machinery, or supplies were furnished or hauled, and the building and appurtenances on Mineral Property;

3. Other material, machinery and supplies used for mineral activities and owned by the owner of the property;

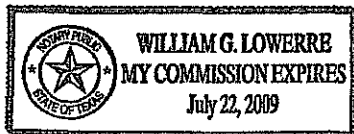
4. Other wells and pipelines used in operations related to oil, gas and minerals and located on the Mineral Property.

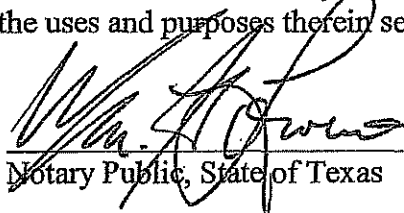
The references in this Affidavit to Chapter 56 of the Texas Property Code shall not impair, diminish nor adversely affect in any way any other lien to which Claimant may be entitled by statute or by virtue of the Constitution of the State of Texas nor any other remedy available to Claimant at law or in equity.

By: 
Name: Simon Lin
Title: Senior Collections Manager
Weatherford US, LP

THE STATE OF TEXAS :
 :
COUNTY OF HARRIS :

Before me, a Notary Public in and for this state, on this the 11th day of June, 2009, personally appeared Simon Lin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Senior Collections Manager for Weatherford US, LP, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the entity for the uses and purposes therein set forth.




Notary Public, State of Texas

My commission expires on July 22, 2009

Exhibit "A"
Description of Property

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

The Chittim Well #1554H, RRC District No. 01, API No. 42-323-33255, Permit # 677184, Section 155, Block 7 of the I&GN RR Co. Survey, Abstract A-166; Survey Perpendiculars: 1005 feet S line and 2225 feet from the E line; Field Name: Pena Creek (Georgetown), Field Number 70411210, Maverick County, Texas.

The Chittim Well #1262, RRC District No. 01, API No. 42-323-33028, Permit # 655171, Section 126, Block 7 of the I&GN RR Co. Survey, Abstract A-328; Survey Perpendiculars: 916 feet S line and 1781 feet from the E line; Field Name: Wildcat, Field Number 00002001, Maverick County, Texas.

Precision Energy Services, Inc.

INVOICE

Invoice No.	90457016
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A Weatherford Company

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

LEASE AND WELL NO.

CHITTIM #155-4H

FELDERHOFF 19

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

Customer # 11732

ATTN:		ACCT# 83015		PROPERTY# 409D08TX047			
SERVICE ORDER	PURCHASE ORDER / A.F.E. NO.	LINE, TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE	
4016331			TX	MAVERICK	PES DS (Houston Operations)	02/25/2009	
	DATE OF SERVICE	QUANTITY	UNIT OF MEASURE		TOTAL COST		
	January 17, 2009	1.00	Day		9,445.00		
	January 18, 2009	1.00	Day		6,045.00		
	January 19, 2009	1.00	Day		11,250.00		
	January 20, 2009	1.00	Day		11,650.00		
	January 21, 2009	1.00	Day		10,350.00		
	January 22, 2009	1.00	Day		10,350.00		
	January 23, 2009	1.00	Day		10,350.00		
	January 24, 2009	1.00	Day		7,095.00		
	January 25, 2009	1.00	Day		11,450.00		
	January 26, 2009	1.00	Day		22,725.00		
	January 27, 2009	1.00	Day		16,525.00		
	January 28, 2009	1.00	Day		21,625.00		
	January 29, 2009	1.00	Day		10,193.18		
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT							
Terms:	Net 30 days		Sub-Total:		158,953.18		
			Texas Well Service Tax:		583.61		
			Sales Tax:		0.00		
Invoice Total: US \$					159,536.79		

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.

CHITTIM 126-2

Vendor #

ROWAN 26

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
4014911			TX	MAVERICK	PES DS (Houston	01/21/2009

DATE OF SERVICE / DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL COST
August 24, 2008	1.00	Day	4,900.00
August 25, 2008	1.00	Day	4,000.00
August 26, 2008	1.00	Day	4,000.00
August 27, 2008	1.00	Day	4,000.00
August 28, 2008	1.00	Day	4,000.00
August 29, 2008	1.00	Day	4,000.00
August 30, 2008	1.00	Day	4,900.00
August 31, 2008	1.00	Day	4,000.00
September 01, 2008	1.00	Day	4,000.00
September 02, 2008	1.00	Day	4,000.00
September 03, 2008	1.00	Day	4,000.00
September 04, 2008	1.00	Day	4,000.00
September 05, 2008	1.00	Day	4,000.00
September 06, 2008	1.00	Day	4,000.00
September 07, 2008	1.00	Day	4,000.00
September 08, 2008	1.00	Day	4,000.00
September 17, 2008	1.00	Day	5,250.00
September 18, 2008	1.00	Day	4,000.00
September 19, 2008	1.00	Day	4,000.00
September 20, 2008	1.00	Day	4,000.00
September 21, 2008	1.00	Day	4,000.00
September 22, 2008	1.00	Day	4,000.00
October 09, 2008	1.00	Day	4,750.00
October 10, 2008	1.00	Day	3,500.00
October 11, 2008	1.00	Day	3,500.00
October 12, 2008	1.00	Day	3,500.00
October 13, 2008	1.00	Day	3,500.00

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.]



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

LEASE AND WELL NO.

CHITTIM 126-2

Vendor #

ROWAN 26

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
4014911			TX	MAVERICK	PES DS (Houston)	01/21/2009
DATE OF SERVICE / DESCRIPTION		QUANTITY	UNIT OF MEASURE		TOTAL COST	
October 14, 2008		1.00	Day		3,500.00	
October 15, 2008		1.00	Day		3,500.00	
October 16, 2008		1.00	Day		3,500.00	
October 17, 2008		1.00	Day		4,400.00	
October 18, 2008		1.00	Day		3,500.00	
October 19, 2008		1.00	Day		3,500.00	
October 20, 2008		1.00	Day		3,500.00	
October 21, 2008		1.00	Day		3,500.00	
October 22, 2008		1.00	Day		3,500.00	
October 23, 2008		1.00	Day		3,500.00	
October 24, 2008		1.00	Day		3,500.00	
October 25, 2008		1.00	Day		3,500.00	
October 26, 2008		1.00	Day		3,500.00	
October 27, 2008		1.00	Day		15,195.00	
October 28, 2008		1.00	Day		3,500.00	
October 29, 2008		1.00	Day		3,500.00	
October 30, 2008		1.00	Day		3,500.00	
October 31, 2008		1.00	Day		5,000.00	
November 01, 2008		1.00	Day		11,900.00	
November 02, 2008		1.00	Day		10,300.00	
November 03, 2008		1.00	Day		10,300.00	
November 04, 2008		1.00	Day		10,300.00	
November 05, 2008		1.00	Day		10,300.00	
November 06, 2008		1.00	Day		10,300.00	
November 07, 2008		1.00	Day		10,300.00	
November 08, 2008		1.00	Day		10,300.00	
November 09, 2008		1.00	Day		11,200.00	
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.]

INVOICE

Invoice No.	90450256
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▼ A Weatherford Company

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

LEASE AND WELL NO.

CHITTIM 126-2

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 #

ROWAN 26

ATTN:						
SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4014911			TX	MAVERICK	PES DS (Houston	01/21/2009
	DATE OF SERVICE / DESCRIPTION		QUANTITY	UNIT OF MEASURE	TOTAL COST	
	November 10, 2008		1.00	Day	10,300.00	
	November 11, 2008		1.00	Day	10,300.00	
	November 12, 2008		1.00	Day	10,300.00	
	November 13, 2008		1.00	Day	10,300.00	
	November 14, 2008		1.00	Day	4,400.00	
	November 15, 2008		1.00	Day	6,143.31	
				Subtotal:	333,838.31	
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT						
Terms:	Net 30 days				Sub-Total:	333,838.31
				Taxes:	389.91	
					Invoice Total: US \$	334,228.22

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. 90449501

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

CHITTIM 126-2

Federal ID #76-0224331

Vendor #

ROWAN 26

Phone: (817)249-7200

Fax: (817)249-7222

ATTN:						
SERVICE ORDER	PURCHASE ORDER / A.F.E NO	JOB TICKET	STATE	COUNTY	DISTRICT	INVOICE DATE
4014911			TX	MAVERICK	PES DS (Houston)	01/16/2009
	DATE OF SERVICE / DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL COST		
	January 16, 2009	1.00	Day			11,290.00
			Subtotal:			11,290.00
ALL FURTHER CHARGES WILL FOLLOW UPON RECEIPT						
Terms:	Net 30 days			Sub-Total:		11,290.00
				Taxes:		0.00
				Invoice Total: US \$		11,290.00

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.]



INVOICE

ORIGINAL

INVOICE NUMBER: 5283706 RI SEQ: 1
INVOICE DATE: MAR 23 2009

BILLING PERIOD FROM : DEC 06 2008 TO: DEC 15 2008

DELIVERY TICKET NUMBER: 4637479 SR

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

BRANCH PLANT: 10220
WEATHERFORD US LP
HWY 359 E
LAREDO TX 78042
UNITED STATES

PHONE: 956 723-2056
FAX: 956 723-9370

JOB TYPE: FRE Fishing
SERVICE RATING : STANDARD SERVICE
JOB NUMBER:
ORDER DATE: DEC 06 2008
SHIPPING DATE: DEC 06 2008
STATE: TEXAS
COUNTY: MAVERICK
CITY:
SHIP VIA: TEXAS HOTSHOT

RETURN VIA: Julu truckin

SHIP TO: 2112165 CW
WELL: 126-2
LEASE: CHITTIM
UNITED STATES
RIG: ROWEN RIG #26

ORDERED BY: BRUCE/WILLAM ORDER NUMBER: VERBAL AFE NUMBER:
CONTACT NUMBER: 254-368-8974 CONTRACT NUMBER: PRICE BOOK: 08FISHUS

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	GROSS AMOUNT	SURC DISC %	EXTENDED AMOUNT	TAX
1	1 1.000	1.00 EA	277314	MAGNET, FISHING 7-1/2 OD AND S MALLER 7" OD W/ 4-1/2" REG PIN	299171 088500100035 BILL FROM: DEC 06 2008 TO: DEC 15 2008	DEC 06 2008 DEC 15 2008	1.00	EA	Day	1.00 MIN 9.00 NC	1,885.00	1,885.00	.00 15.00	1,602.25	Y
2	1 2.000	1.00 EA	155471	BASKET, BOOT 7-3/4 OD AND SMAL LER WDED SKIRT 7-1/2" OD W/4-1/2" REG CONNS.	297299 076500050035 BILL FROM: DEC 06 2008 TO: DEC 15 2008	DEC 06 2008 DEC 15 2008	1.00	EA	Day	1.00 MIN 9.00 NC	855.00	855.00	.00 15.00	726.75	Y
3	1 3.000	4.00 EA		INSPECTION, TAXABLE INSPECTION ON SUBS, ETC PER END	712335	DEC 06 2008	4.00	EA	Safe	3.00 ADD 1.00 NC	20.00	60.00	.00 .00	60.00	Y
4	1 4.000	4.00 EA		WASTE DISPOSAL CHARGES TUBULAR AND DOWNHOLE TLS WASTE DISPOSAL ON SUBS, ETC PER END	236572 Z00500150050	DEC 06 2008	4.00	EA	Sale	3.00 ADD 1.00 NC	1.00	3.00	.00 .00	3.00	Y
5	2 1.000	1.00 EA		FISHING TL SUPER LAND-24 HOUR JOB RATE (DUB GRAHM)	236560 Z00500050155 BILL FROM: DEC 06 2008 TO: DEC 15 2008	DEC 06 2008 DEC 15 2008	1.00	EA	Day	1.00 MIN 1.00 ADD 8.00 NC	1,550.00	1,550.00	.00 .00	1,550.00	Y
6	2 2.000	1.00 EA		SUBSISTENCE CHARGE	236866 Z00500100005 BILL FROM: DEC 06 2008 TO: DEC 15 2008	DEC 06 2008 DEC 15 2008	1.00	EA	Day	10.00 NC					

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	GROSS AMOUNT	SURC DISC %	EXTENDED AMOUNT	TAX
7	2 3.000	1.00 EA		TRANSPORTATION WEATHERFORD CAR OR PICKUP	236793 Z00500250005	DEC 06 2008 DEC 15 2008	1.00	EA	Day	1.00 ADD 9.00 NC	250.00	250.00	.00 .00	250.00	Y
BILL FROM: DEC 06 2008 TO: DEC 15 2008															
8	2 4.000	1.00 EA	330017	BASKET, JUNK RVS CIRCULATION 1 0-3/4 OD AND SMALLER 7-7/8 BOWEN FULL FLOW	297314 076500200015	DEC 06 2008 DEC 15 2008	8.25	EA	Job	1.00 NC					
9	2 5.000	1.00 EA	285573	MAGNET, FISHING 8-1/2 OD AND S MALLER 8" O.D W/4-1/2 REG PIN (F/CORP VIA DUB GRAHM)	294457 088500100040	DEC 06 2008 DEC 15 2008	1.00	EA	Day	1.00 MIN 9.00 NC	2,102.00	2,102.00	.00 15.00	1,786.70	Y
BILL FROM: DEC 06 2008 TO: DEC 15 2008															
10	2 5.000	1.00 EA	285573	MAGNET, FISHING 8-1/2 OD AND S MALLER 8" O.D W/4-1/2 REG PIN (F/CORP VIA DUB GRAHM)	294457 088500100040	DEC 06 2008 DEC 15 2008	1.00	EA	Sale	1.00 NC					
11	2 6.000	1.00 EA	127	MILL, JUNK CMT 12 OD & SMALLER CR-CRBD STD JUNK MILL 4-1/2" REG W/8-1/2" ROD, COMBINATION JUNK/CEMENT	298949 089000200005	DEC 06 2008 DEC 15 2008	6.50	EA	Job	1.00 NC					
OFF RACK CORPUS CHRISTI YARD /HAULED BY DUB.															
12	2 7.000	8.00 EA		INSPECTION CHARGES-WEATHERFORD IN HOUSE CHARGES END AREA IN 8-ENDS REV BASKET & FISH MAGNET INSP.	236874 Z00500200155	DEC 06 2008	8.00	EA	Sale	8.00 NC					
13	2 8.000	9.00 EA		WASTE DISPOSAL CHARGES TUBULAR AND DOWNHOLE TLS 9-ENDS F.MAGNET, REV BASKET & MILL.	236572 Z00500150050	DEC 06 2008	9.00	EA	Sale	9.00 NC					
14	2 9.000	1.00 EA		INSPECTION, MILLS & STABILIZER S FULL LENGTH MPI MILL #127	236637 Z00500150175	DEC 06 2008	1.00	EA	Sale	1.00 NC					
15	3 1.000	1.00 EA	44778	SUB, CROSSOVER BOX X PIN 4-1/2 4-1/2 STL STD 4-1/2" IF BOX ,X, 4-1/2" XH BO X	236021 033500350020	DEC 06 2008 DEC 15 2008	1.00	EA	Day	8.00 NC					
BILL FROM: DEC 08 2008 TO: DEC 15 2008															
16	3 2.000	1.00 EA	318121	SUB, CROSSOVER BOX X PIN 4-1/2 4-1/2 STL STD 4-1/2" ,REG ,X, ,NC45 (4 IF 4 -1/2 XH)	236037 033500350020	DEC 08 2008 DEC 15 2008	1.00	EA	Day	8.00 NC					
BILL FROM: DEC 08 2008 TO: DEC 15 2008															

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	GROSS AMOUNT	SURC DISC %	EXTENDED AMOUNT	TAX
17	3 3.000	4.00 EA		INSPECTION CHARGES-WEATHERFORD IN HOUSE CHARGES END AREA IN 4-ENDS (ON 2-SUBS)	236874 Z00500200155	DEC 08 2008		4.00 EA	Sale	4.00 NC					
18	3 4.000	4.00 EA		WASTE DISPOSAL CHARGES TUBULAR AND DOWNHOLE TLS 4-ENDS INSP WASTE (2-SUBS)	236572 Z00500150050	DEC 08 2008		4.00 EA	Sale	4.00 NC					
19	4 1.000	1.00 EA	30518	MILL, JUNK CMT 12 OD & SMALLER CR-CRBD STD 8-1/4"ROD COMB MILL 5-BLADED W 4-1/2"REG CONN. CONN--HAD TO BE REDRESSED-- TOOL NOT USED 50% DRESS CHARGE	298949 089000200005	DEC 08 2008 DEC 15 2008		8.25 EA	Job	1.00 NC					
20	4 2.000	1.00 EA	259264	BASKET, BOOT 7-3/4 OD AND SMAL LER WDED SKIRT 7-1/2" OD W/4-1/2" REG CONNS.	297299 076500050035	DEC 08 2008 DEC 15 2008		1.00 EA	Day	8.00 NC					
					BILL FROM: DEC 08 2008 TO: DEC 15 2008										
21	4 3.000	1.00 EA	278580	MAGNET, DITCH 24"	299189 088500050005	DEC 08 2008 DEC 15 2008		1.00 EA	Day	8.00 NC					
					BILL FROM: DEC 08 2008 TO: DEC 15 2008										
22	4 4.000	1.00 EA	1083209	MAGNET, DITCH	299189 088500050005	DEC 08 2008 DEC 15 2008		1.00 EA	Day	8.00 NC					
					BILL FROM: DEC 08 2008 TO: DEC 15 2008										
23	4 5.000	1.00 EA		INSPECTION, MILLS & STABILIZER S FULL LENGTH MPI ON MILL SN-30518	236637 Z00500150175	DEC 08 2008		1.00 EA	Sale	1.00 NC					
24	4 6.000	3.00 EA		INSPECTION CHARGES-WEATHERFORD IN HOUSE CHARGES END AREA IN ON MILL,BOOT BASKET	236874 Z00500200155	DEC 08 2008		3.00 EA	Sale	3.00 NC					
25	4 7.000	4.00 EA		WASTE DISPOSAL CHARGES TUBULAR AND DOWNHOLE TLS ON MILL,BOOT BASKET	236572 Z00500150050	DEC 08 2008		4.00 EA	Sale	4.00 NC					
26	999 1.000	1.00 EA		SALE-GUIDE FOR 7"OD MAGNET DAMAGED BEYOND REPAIRS	237560 ZEXPENDABLE			1.00 EA	Sale	1.00 ADD	583.00	583.00	.00 .00	583.00	Y

INVOICE NUMBER:

5283706 RI

DT NUMBER:

4637479 SR

ORIGINAL

PAGE 4 of 4

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	GROSS AMOUNT	SURC DISC %	EXTENDED AMOUNT	TAX
27	999 2.000	1.00 EA		REPLACE SKIRT ON DAMAGED BOOT BASKET S/N-155471 DAMAGED BEYOND REPAIRS	237564 ZREPAIRS3RDP			1.00 EA	Sale	1.00 ADD	1,477.00	1,477.00	.00 .00	1,477.00	Y
28	999 3.000	2.00 EA		RECUT 4-1/2"REG CONNS. (1 BOX 1PIN) ON BOOT BASKET S/N-155471 DAMAGED SHOULDER AND SWELL	237564 ZREPAIRS3RDP			2.00 EA	Sale	2.00 ADD	212.75	425.50	.00 .00	425.50	Y

FINAL RENTAL BILLING-THANK YOU!!!!

TAX SUMMARY

St: TX	6.250	625.89
Co: WEBB	.500	50.08
Ct: LAREDO	1.250	125.16

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)	10,014.20
TAX: (USD)	801.15
TOTAL AMOUNT DUE: (USD)	10,815.35