

ORIGINAL
WELL COMPLETION FORM
WELL HISTORY DESCRIPTION OF WELL & LEASE
KCC WICHITA

Operator: License # 04824
Name: PIONEER NATURAL RESOURCES USA, INC.
Address ATTN: LINDA KELLY - ROOM 1325
City/State/Zip IRVING, TX 75039
Purchaser: PIONEER NATURAL RESOURCES USA, INC.
Operator Contact Person: LINDA KELLY
Phone (972) 444-9001
Contractor: Name: VAL DRILLING
License: 5822
Wellsite Geologist: _____

Designate Type of Completion
 New Well Re-Entry Workover
 Oil SWD SIOW Temp. Abd.
 Gas ENHR SIGW
 Dry Other (Core, WSW, Expl., Cathodic, etc.)

If Workover/Reentry: Old Well Info as follows:
Operator: _____

Well Name: _____
Original Comp. Date _____ Original Total Depth _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back _____ Plug Back Total Depth _____
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Enhr?) _____ Docket No. _____
07/05/04 07/08/04 08/16/04
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API NO. 15- 15-067-21578-0000
County GRANT
N/2 - N/2 - S/2 - SE Sec. 14 Twp. 30S S. R. 35W E W
1250' FSL Feet from S (circle one) Line of Section
1390' FEL Feet from E (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE (SE) NW SW
Lease Name LIGHTY, RAY Well # 2-14R
Field Name HUGOTON
Producing Formation CHASE
Elevation: Ground 2955.74' Kelley Bushing 2965.74'
Total Depth 2858' Plug Back Total Depth 2840'
Amount of Surface Pipe Set and Cemented at 546' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan ALT#1 KJR 6/14/07
(Data must be collected from the Reserve Pit)
Chloride content 1000 ppm Fluid volume 3000 bbls
Dewatering method used DRY OUT/EVAPORATION/BACKFILL
Location of fluid disposal if hauled offsite: _____
Operator Name PIONEER NATURAL RESOURCES
Lease Name _____ License No. _____
Quarter _____ Sec. _____ Twp. _____ S R. _____ E W
County _____ Docket No. _____

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. MarkeT - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side two of this form will be held confidential for a period of 12 months if requested in writing and submitted with the form (see rule 82-3-107 for confidentiality in excess of 12 months). One copy of all wireline logs and geologist well report shall be attached with this form. ALL CEMENTING TICKETS MUST BE ATTACHED. Submit CP-4 form with all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.
Signature Linda Kelly
Title ENGINEERING TECH Date 09/02/04

Subscribed and sworn to before me this 2 day of September,
20 04.

Notary Public Angie G. Hernandez
ANGIE G. HERNANDEZ
Notary Public, State of Texas
My Commission Expires
5/21/2005
May 21, 2005

KCC Office Use ONLY
 Letter of Confidentiality Attached
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

Operator Name PIONEER NATURAL RESOURCES USA, INC.

Lease Name LIGHTY, RAY

Well # 2-14R

Sec. 14 Twp. 30S S.R. 35W East West

County GRANT

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken (Attach Additional Sheets.) Yes No

Samples Sent to Geological Survey Yes No

Cores Taken Yes No

Electric Log Run (Submit Copy.) Yes No

List All E.Logs Run:

PHOTO DENSITY COMP NEUTRON LOG
ARRAY INDUCTION ELECTRIC LOG

Log Formation (Top), Depth and Datums Sample

Name Top Datum

CHASE	2472'	MD
KRIDER	2524'	MD
FT. RILEY	2668'	MD
COUNCIL GROVE	2781'	MD

CASING RECORD New Used

Report all strings set-conductor, surface, intermediate, production, etc.

Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives
SURFACE	12-1/4"	8-5/8"	24#	546'	LT. PREM+	375	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	2864'	LT PREM+	465	2%CaCl2

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
<input type="checkbox"/> Perforate				
<input type="checkbox"/> Protect Casing				
<input type="checkbox"/> Plug Back TD				
<input type="checkbox"/> Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
3	2472' - 2696'	ACDZ 6400 GAL 15% HCLFe. FLSH 59	
		BBL 2% KCL. FRAC 90000 GAL WFG20,	
		FLUSH 2,471 GAL WFG20. 126,600#	
		OTTAWA SAND	

TUBING RECORD	Size	Set At	Packer At N/A	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Enhr.	Producing Method
08/17/04	<input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	0	100	0	--	--

Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented Sold Used on Lease
(If vented, submit ACO-18.)

Open Hole Perforation Dually Comp. Commingled
 Other (Specify)

2472' - 2696'

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HALLIBURTON

Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:

ABA Routing Number:

KCC WICHITA

Remit To : P.O. Box 203143, Houston, TX 77216-3143

Invoice Date: July 06, 2004

Invoice Number: 92666620

DIRECT CORRESPONDENCE TO:

P.O. Box 1598
 Liberal, KS 67905-1598
 US
 Tel: (620)624-3879
 Fax: (620)624-9745

Rig Name:

Well Name: PIONEER NAT. LIGHTY RAY 2-14R, GRAN
 Ship to: ULYSSES, KS 67880
 GRANT

Job Date: July 06, 2004
 Cust. PO No.: NA
 Payment Terms: net due 45 days
 Quote No.: 21120427
 Sales Order No.: 3164573

TO:

PIONEER NATURAL RES U S A INC
 OPERATIONS DEPT.
 PO BOX 1006
 ULYSSES KS 67880

Manual Ticket No.:
 Shipping Point: LIBERAL Hwy 54 W. Ship Pt.
 Ultimate Destination Country: US
 Customer Account No.: 304606

Contract No.:
 Contract from:
 Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7521	PSL - CMT SURFACE CASING - BOM JP010	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12-	104.88
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1 FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	40.000	MI		0.26	10.40		10.40
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58-	61.82
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH. FEET/METERS (FT/M)	1.000	EA	700 FT	2,538.00	2,538.00	1,370.52-	1,167.48
132	PORTABLE DAS /DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06-	477.94
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72-	330.28

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Continuation

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HALLIBURTON

Halliburton Energy Services, Inc.

Remit To : P.O. Box 203143, Houston, TX 77216-3143

Invoice Date: July 06, 2004

Invoice Number: 92666620

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MIN1)	1.000	EA	832.00		832.00	449.28	382.72
		1	Days					
*100003147	PLUG,CMTG, TOP PLSTC, 8-5/8 IN 2 999 402.15111 / PLUG - CMTG - TOP PLASTIC - 8-5/8 IN. / 24-49# - 7.580 MIN/8.097 MAX CSG ID - / SYNTHETIC SERVICE	1.000	EA		244.49	244.49	117.35	127.14
*100004727	SHOE - GUIDE - 8-5/8 8RD 12A825.217 / SHOE - GUIDE - 8- 5/8 8RD	1.000	EA		383.14	383.14	183.91	199.23
*100004702	VALVE ASSY-INSERT FLOAT-8-5/8 24A- 815.19502 / VALVE ASSY - INSERT FLOAT - 8-5/8 8RD / CSG 24#	1.000	EA		424.03	424.03	203.54	220.49
*100013933	FILLUP ASSY - 1.500 ID - 7 IN. 815.19405 / FILLUP ASSY - 1.500 ID - 7 IN. - 8-5/8 / INSERT FLOAT VALVE	1.000	EA		93.87	93.87	45.06	48.81
*100004521	CENTRALIZER ASSY - 8-5/8 CSG X 40806.61048 / CENTRALIZER ASSY - 8-5/8 CSG X 12-1/4 / HOLE - HINGED - W/WELDED STANDARD / BOWS	4.000	EA		109.77	439.08	210.76	228.32
*100004616	BASKET-CMT-8-5/8 CSG-SLIP-ON-S 806.71460 / BASKET - CEMENT - 8-5/8 CSG - SLIP-ON / - STEEL BOWS - CANVAS	1.000	EA		372.98	372.98	179.03	193.95
*100004642	CLP,LIM,8 5/8,FRICT,WTH DOGS XXXXXXX 806.72750 / CLAMP - LIMIT - 8-5/8 - FRICTION - / W/DOGS	1.000	EA		53.64	53.64	25.75	27.89
*100005045	HALLIBURTON WELD-A KIT HALLIBURTON WELD-A KIT	1.000	EA		41.80	41.80	20.06	21.74
372867	Cmt PSL - DOT Vehicle Charge, Cmt PSL - DOT Vehicle Charge, CMT	2.000	EA		140.40	280.80		280.80
*14241	SBM Halliburton Light Premium 504-120	200.000	SK		20.60	4,120.00	2,224.80	1,895.20
*100005049	Chemical - Flocele (25 lb sk) XXXXXXX 890.50071 / FLOCELE - 3/8 - 25 LB SACK	94.000	LB		3.70	347.80	187.81	159.99

* - Taxable item

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Halliburton Energy Services, Inc.

Continuation

JUL 12 2004

Remit To : P.O. Box 203143, Houston, TX 77216-3143

Invoice Date: July 06, 2004

MIDCONTINENT
HOUSTON PROD Invoice Number: 92666620

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLETT - / 94- 97% CACL 2 - 80# BAG	9.000	SK		135.40	1,218.60	658.04	560.56
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	175.000	SK		25.07	4,387.25	2,369.12	2,018.13
3965	HANDLE&DUMP SVC CHR, CMT&ADDI 500-207 NUMBER OF EACH	411.000	CF		3.20	1,315.20	710.21	604.99
		1	each					
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	357.000	MI		1.95	696.15	375.92	320.23
		1.00	ton					
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	357.000	MI		0.09	32.13		32.13
		1.00	ton					

Total						19,954.36	10,475.64	9,478.72
Sales Tax - State								302.18
INVOICE TOTAL								9,780.90
								US Dollars

VENDOR		04/17/06		D.H ✓	
LSE/WELL	GEN	SUB	Amount	Svc. Date	
92666620	001	015 304	9,780.90	7/6/04	
TAFE005027			BC 7/16/04 ✓		

Payment Terms:

If customer does not have an approved open account with Halliburton, all sums are payable in cash at the time of performance of services or delivery of equipment, products, or materials. If customer has an approved open account, invoices are payable on the twentieth day after date of invoice. Customer agrees to pay interest on unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any amount, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.

HALLIBURTON JOB SUMMARY

REGION Central Operations		MNA / COUNTRY Mid Continent/USA		SALES ORDER NUMBER 3164573	TICKET DATE 07/05/04
MBU ID / EMPL # MCLI0101 106322		H.E.S. EMPLOYEE NAME Danny McLane		BDA / STATE MC/Ks	COUNTY GRANT
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		PSL DEPARTMENT Cement	
TICKET AMOUNT \$9,780.90		WELL TYPE 02 Gas		CUSTOMER REP / PHONE DAVID HIGGINS 620-353-8548	
WELL LOCATION Satanta ,KS		DEPARTMENT Cement		API/WMI # 7521	
LEASE NAME LIGHT RAY		Well No. 2-14R	SEC / TWP / RND 14 - 30S - 35W	SAP BOMB NUMBER 7521	
				HES FACILITY (CLOSEST TO WELL SITE) Liberal Ks	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
McLane, D 106322	8.0			
Smith, B 106038	8.0			
Beasley, J 289920	8.0			

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10547695	40			
10251401	40			
10243558 10011277	20			

Form. Name _____ Type: _____
 Form. Thickness _____ From _____ To _____
 Packer Type _____ Set At _____
 Bottom Hole Temp. _____ Pressure _____
 Retainer Depth _____ Total Depth _____

Date	Called Out	On Location	Job Started	Job Completed
	7/5/2004	7/6/2004	7/6/2004	7/6/2004
Time	2130	0030	0430	0530

Type and Size	Qty	Make
Insert 8 5/8"	1	Howco
Float Shoe		
Centralizers 8 5/8"	4	Howco
Top Plug 8 5/8"	1	Howco
HEAD 8 5/8"	1	Howco
Limit clamp 8 5/8"	1	Howco
Weld-A 8 5/8"	1	Howco
Guide Shoe 8 5/8"	1	Howco
Basket 8 5/8"	1	Howco

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New	24#	8 5/8"		0	548	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"				Shots/Ft.
Perforations							
Perforations							
Perforations							

Material	Density	Lb/Gal
Mud Type		
Disp. Fluid		
Prop. Type	Size	Lb
Prop. Type	Gal.	%
Acid Type	Gal.	%
Acid Type	Gal.	In
Surfactant	Gal.	In
NE Agent	Gal/Lb	In
Fluid Loss	Gal/Lb	In
Gelling Agent	Gal/Lb	In
Fric. Red.	Gal/Lb	In
Breaker	Gal/Lb	In
Blocking Agent	Gal/Lb	
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		

Hours On Location	Operating Hours	Description of Job
Date: 7/6	Hours: 6.0	Cement Surface Casing
Date: 7/5	Hours: 1.0	
Total	7.0	

Ordered _____ Hydraulic Horsepower _____ Used _____
 Treating _____ Average Rates in BPM _____ Overall _____
 Feet 44 _____ Cement Left in Pipe _____ Reason _____ SHOE JOINT

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq	Yield	Lbs/Gal
1	200	HLC/PP/C	Bulk	2% CC - 1/4# FLOCELE	11.22	2.04	12.30
2	176	PREM PLUS/C	Bulk	2% CC - 1/4# FLOCELE	6.36	1.35	14.80
3							
4							

Summary		Type	
Circulating	Displacement	Preflush: BBI	Pad: Bbl - Gal
Breakdown	MAXIMUM	Load & Bkdn: Gal - BBI	Calc. Disp Bbl
Lost Returns	Lost Returns	Excess /Return BBI	Actual Disp. 32
Cmt Rtn#Bbl	Actual TOC	Calc. TOC:	Actual Disp. 32
Average	Frac. Gradient	Treatment Gal - BBI	Disp: Bbl
Shut In: Instant	5 Min. 15 Min.	Cement Slurry BBI	LC 72.6 TC 41.7
		Total Volume BBI	175.00

Frac Ring #1 _____ Frac Ring #2 _____ Frac Ring #3 _____ Frac Ring #4 _____
THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____

 SIGNATURE

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HALLIBURTON JOB LOG		TICKET #	TICKET DATE
Central Operations		3164573	07/05/04
Mid Continent/USA		DA / STATE	COUNTY
MCL10101 106322		MC/Ks	GRANT
LIBERAL		DAVID HIGGINS 1-620-353-8548	
WELL TYPE		02 Gas	
Satanta ,KS		Cement Surface Casing	
WELL No. 2-14R		14 - 30S - 35W	
LIGHT RAY		Liberal Ks	

ES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	ES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	ES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	ES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Mclane, D 106322							
Smith, B 108038							
Beasley, J 299920							

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate			Job Description / Remarks
				M2	CSG	Tbg	
	2130						Called for job
	2140						Hold pre trip safety meeting
	0030						On location do job site assessment.Rig still drilling hole.
	0100						Spot Halliburton pump truck and rig up
	0130						Bulk truck on location.Hold safety meeting with driver
	0135						Spot Halliburton bulk truck and rig up
	0150						Rig through drilling 12 1/4" hole
	0215						Rig tripping out drill pipe
	0245						Drill pipe out of hole and rig up to run 8 5/8 casing
	0310						Start running 8 5/8" casing and float equipment
	0405						Casing on bottom
	0407						Hold safety meeting and hook up plug container
	0410						Start rig pump to establish circulation
	0412						Got mud returns
	0415						Hold safety meeting with location personal
	0432						Through circulating with rig pump
	0435						Hook up to Halliburton
							Job procedure for 8 5/8" surface
	0436				0/2500		Pressure test lines
	0439	6.0	0		0/120		Start 200 sacks of HLC P+ cement @ 12.3#/gal
	0450	6.0	72.6		200		Start 175 sacks of P+ cement @ 14.8#/gal
	0457		41.7				Through mixing cement
	0458						Shut down and release top plug
	0459	5.0	0		0/80		Start fresh water displacement
	0504	2.0	22.0		170/110		Slow down rate
	0509		32.0		180/500		Plug landed and pressure up casing
	0510				500/0		Release pressure and float held
Thank you for calling Halliburton							
Danny and Crew							
Circulated a trace of cement to surface							

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SEP 07 2004
Order Number 3164573

KCC WICHITA

HALLIBURTON

Work Order Contract

Halliburton Energy Services, Inc.
Houston, Texas 77056

70012 SAP

TO: HALLIBURTON ENERGY SERVICES, INC. - YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICE PERSONNEL TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO CUSTOMER LISTED BELOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. 2-14R	Farm or Lease LIGHT RAY	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE			Well Owner PIONEER NATURAL RESOURCES	
			Job Purpose Cement Surface Casing	

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

A. CUSTOMER REPRESENTATION - Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton Energy Services, Inc. (hereinafter "Halliburton").

B. PRICE AND PAYMENT - The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, or Halliburton's actual attorneys fees, whichever is greater, plus all collection and court costs. Customer agrees that the amount of attorney fees set out herein are reasonable and necessary.

C. RELEASE AND INDEMNITY - Customer agrees to RELEASE Halliburton Group 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. Customer also agrees to DEFEND, INDEMNIFY, AND HOLD Halliburton Group HARMLESS from and against any and all liability, claims, costs, expenses, attorney fees and damages whatsoever for personal injury, illness, death, property damage and loss resulting from:

loss of well control; services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure, radioactivity, and pollution and contamination and its cleanup and control.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the unreasonableness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the Halliburton Group whether in the design, manufacture, maintenance or use thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all its other officers, directors, employees, consultants and agents. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policies. Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 38.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor this recovery or abandonment efforts at no risk or liability to Halliburton Group. Customer shall be responsible for damage to or loss of Halliburton group equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton group equipment damaged by corrosion or abrasion due to well effluents.

E. LIMITED WARRANTY - Halliburton warrants only file to the equipment, products, and materials supplied under this Contract and that same are free from defects in workmanship and materials for thirty (30) days from the date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton'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 to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON 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 HALLIBURTON GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.

F. GOVERNING LAW - The validity, interpretation and construction of this Contract shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

G. DISPUTE RESOLUTION - Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston, TX.

H. SEVERABILITY - If any provision or part thereof of this Contract shall be held to be invalid, void, or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract which can be given effect, without the invalid provision or part thereof, and to this end, the provisions of this Contract are declared to be severable. Customer and Halliburton agree that any provision of this Contract that is unenforceable or void under applicable law will be modified to achieve the intent of the parties hereunder to the greatest extent allowed by applicable law.

I. MODIFICATIONS - Customer agrees that Halliburton shall not be bound by any modifications to this Contract, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President - Legal, 4100 Clinton Drive, Houston, TX 77020.

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

SIGNED:

David W. Higgins
CUSTOMER Authorized Signatory

DATE:

07/05/04

TIME:

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3164573

David W. Higgins
CUSTOMER Authorized Signatory

INVOICE

RECEIVED

SEP 07 2004

KCC WICHITA

HALLIBURTON
Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:
ABA Routing Number:

Remit To : P.O. Box 203143, Houston, TX 77216-3143

Invoice Date: July 09, 2004

Invoice Number: 92671941

DIRECT CORRESPONDENCE TO:
P.O. Box 1598
Liberal, KS 67905-1598
US
Tel: (620)624-3879
Fax: (620)624-9745

Rig Name:
Well Name: PIONEER NAT. LIGHTY RAY 2-14R, GRAN
Ship to: ULYSSES, KS 67880
GRANT
Job Date: July 09, 2004
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 21120428
Sales Order No.: 3170014
Manual Ticket No.:
Shipping Point: LIBERAL Hwy 54 W. Ship Pt.
Ultimate Destination Country: US
Customer Account No.: 304606

TO:
PIONEER NATURAL RES U S A INC
OPERATIONS DEPT.
PO BOX 1006
ULYSSES KS 67880

Contract No.:
Contract from:
Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - JP035	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12	104.88
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	40.000	MI		0.26	10.40		10.40
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58	61.82
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA	2,990	2,802.00	2,802.00	1,513.08	1,288.92
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06	477.94
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72	330.28

INVOICE

Continuation

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HALLIBURTON

Halliburton Energy Services, Inc.

Remit To : P.O. Box 203143, Houston, TX 77216-3143

Invoice Date: July 09, 2004

Invoice Number: 92671941

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MIN1)	1.000	EA	832.00		832.00	449.28	382.72
		1	Days					
*100007834	PLUG,CMTG, TOP AL, 5 1/2 13-23#, 999 402.15056 / PLUG - CMTG - TOP ALUM - 5-1/2 / 13-23# - OIL RESISTANT - / SPEC 402.00007 - SPEC 70.72000	1.000	EA		143.46	143.46	68.86	74.60
*100004723	SHOE - GUIDE - 5-1/2 8RD 12A825.205 / SHOE - GUIDE - 5- 1/2 8RD	1.000	EA		243.48	243.48	116.87	126.61
*100076173	FLOAT-IFV, 5 1/2, 8RD, LG, 8RD & B VALVE ASSEMBLY, INSERT FLOAT, 5-1/2 / 14-23 LBS/FT, 8RD, LG 8RD AND BUTTRESS	1.000	EA		300.06	300.06	144.03	156.03
*100013930	FILUP ASSY, 1.250 ID, 4 1/2, 5 IN 27815.19113 / FILLUP ASSY - 1.250 ID - 4-1/2 - / 5 IN. INSERT FLOAT VALVE	1.000	EA		72.57	72.57	34.84	37.73
*100004476	CTRZR ASSY, 5 1/2 CSG X 7 7/8 H 806.60022 / CENTRALIZER ASSY - API - 5-1/2 CSG X / 7-7/8 HOLE - HINGED - W/WELDED / IMPERIAL BOWS	12.000	EA		86.44	1,037.28	497.89	539.39
*100004639	COLLAR-STOP-5 1/2"-W/DOGS XXXXXXX 806.72730 / CLAMP - LIMIT - 5-1/2 - FRICTION - / W/DOGS	1.000	EA		46.16	46.16	22.16	24.00
*100005045	KIT, HALL WELD-A KIT, HALLIBURTON WELD-A	1.000	EA		41.80	41.80	20.06	21.74
100001585	CHEM-KCL POTASSIUM CHLORIDE - CHEM-KCL POTASSIUM CHLORIDE - 50#	250.000	LB		0.70	175.00	94.50	80.50
372867	Cmt PSL - DOT Vehicle Charge, Cmt PSL - DOT Vehicle Charge, CMT	3.000	EA		140.40	421.20		421.20
*66994	SBM Modified Hall Light Cmt Pr 504-112	305.000	SK		25.10	7,655.50	4,133.97	3,521.53
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	180.000	SK		25.07	4,512.60	2,436.80	2,075.80

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HALLIBURTON

Halliburton Energy Services, Inc.

JUL 13 2004

Continuation

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SEP 07 2004

Remit To : P.O. Box 203143, Houston, TX 77216-3143

MIDCONTINENT

KCC WICHITA

Invoice Date: July 09, 2004

HUGOTON PRO

Invoice Number: 92671941

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	5.000	SK		135.40	677.00	365.58	311.42
*100005049	Chemical - Flocele (25 lb sk) XXXXXXXX 890.50071 / FLOCELE - 3/8 - 25 LB SACK	122.000	LB		3.70	451.40	243.76	207.64
*100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE - BULK	2,425.000	LB		0.90	2,182.50	1,178.55	1,003.95
*100003646	CHEMICAL - HALAD-322 - 50 LB S 507-775516.00144 / CHEMICAL - HALAD-322 - 50 LB SACK	268.000	LB		11.70	3,135.60	1,693.22	1,442.38
3965	HANDLE&DUMP SVC CHR, CMT&ADDI 500-207 NUMBER OF EACH	595.000	CF		3.20	1,904.00	1,028.16	875.84
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	501.000	MI		1.95	976.95	527.55	449.40
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	501.000	MI		0.09	45.09		45.09
Total						29,789.05	15,713.64	14,075.41
Sales Tax - State								505.77
INVOICE TOTAL								14,581.18
								US Dollars

VENDOR: 047-766
 LSE/WELL: 926291- GEN: 001 016 309 Amount: 14,581.18 Svc Date: 7/9/04
 AFE003027 BE 7/16/04

Payment Terms:

If customer does not have an approved open account with Halliburton, all sums are payable in cash at the time of performance of services or delivery of equipment, products, or materials. If customer has an approved open account, Invoices are payable on the twentieth day after date of invoice. Customer agrees to pay interest on unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any amount, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.

HALLIBURTON JOB SUMMARY

SALES ORDER NUMBER	3170014	TICKET DATE	07/08/04				
REGION	Central Operations	BOA / STATE	MC/Ks	COUNTY	GRANT		
REGION	Mid Continent/USA	PSL DEPARTMENT	Cement	CUSTOMER REP / PHONE	DAVID HIGGINS 1-620-353-8548		
MBU ID / EMPL #	MCLIO103 106304	R.E.S. EMPLOYEE NAME	DAN WILLE	SAP BOMB NUMBER	7523	Cement Production Casing	RECEIVED SEP 07 2004
LOCATION	LIBERAL	COMPANY	PIONEER NATURAL RESOURCES	APMANN #		HES FACILITY (CLOSEST TO WELL SITE)	Liberal Ks.
TICKET AMOUNT	\$14,581.18	WELL TYPE	02 Gas				
WELL LOCATION	LAND WEST OF SANTANA KS	DEPARTMENT	CEMENT				
LEASE NAME	LIGHT RAY	Well No.	2-14R	SEC / TWP / RNG	14 - 30S - 35W		

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HES EMP NAME / EMP # (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Wille D. 225489	8.0			
Davis, T 106304	8.0			
Beruman, E 267804	8.0			
Wiltshire, M 196811	8.0			
H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10010749/10010921	40			
10010752/10011590	20			
10011299/10240245	20			

Form. Name _____ Type: _____
Form. Thickness _____ From _____ To _____
Packer Type _____ Set At _____
Bottom Hole Temp. _____ Pressure _____
Retainer Depth _____ Total Depth _____

Date	Called Out	On Location	Job Started	Job Completed
	7/8/2004	7/8/2004	7/9/2004	7/9/2004
Time	1800	2000	0200	0300

Type and Size	Qty	Make
Float Collar INSERT/FILL	1	HALCO
Float Shoe		
Centralizers	12	HALCO
Top Plug	1	HALCO
HEAD DO131	1	HALCO
Limit clamp	1	HALCO
Weld-A	1	HALCO
Guide Shoe	1	HALCO
BTM PLUG		

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	16.5#	5 1/2		0	2,868	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			7 7/8"				Shots/Ft.
Perforations							
Perforations							
Perforations							

Materials	Density	Lb/Gal
Mud Type		
Disp. Fluid	Density	Lb/Gal
Prop. Type	Size	Lb
Prop. Type	Size	Lb
Acid Type	Gal.	%
Acid Type	Gal.	%
Surfactant	Gal.	In
NE Agent	Gal.	In
Fluid Loss	Gal/Lb	In
Gelling Agent	Gal/Lb	In
Fric. Red.	Gal/Lb	In
Breaker	Gal/Lb	In
Blocking Agent	Gal/Lb	
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		
Other		

Hours On Location	Operating Hours	Description of Job		
Date	Hours	Date	Hours	
				Cement Production Casing

Ordered _____ Hydraulic Horsepower _____ Used _____
Treating _____ Average Rates in BPM _____ Overall _____
Feet 21 _____ Cement Left in Pipe _____ Reason _____ SHOE JOINT

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	285	MHLC C		8% TOTAL GEL - 6# GILSONITE - 8/10% HALAD 322	10.48	2.10	12.60
2	190	PREM. PLUS. C		6# GILSONITE - 2% CC - 6% HALAD 322 - 1/4# FLOCELE	6.96	1.51	14.50
3	20	MHLC C		8% TOTAL GEL - 6# GILSONITE - 8/10% HALAD 322	10.48	2.10	12.60
4							
5							

Summary			
Circulating Breakdown	Displacement	Preflush: BBI	Type:
Lost Returns	MAXIMUM	Load & Bkdn: Gal - BBI	Pad: Bbl - Gal
Cmt Rtrn#Bbl	Lost Returns	Excess /Return BBI	Calc. Disp Bbl
Average	Actual TOC	Calc. TOC:	Actual Disp. 68.32BBL
Shut in: Instant	Frac. Gradient	Treatment: Gal - BBI	Disp. Bbl
	5 Min. 15 Min	Cement Slurrv BBI	156BBL
		Total Volume BBI	#VALUE!

Frac. Ring #1 _____ Frac. Ring #2 _____ Frac. Ring #3 _____ Frac. Ring #4 _____
THE INFORMATION STATED HEREIN IS CORRECT
CUSTOMER REPRESENTATIVE David W. Higgins SIGNATURE

HALLIBURTON JOB LOG		TICKET # 3170014	TICKET DATE 07/08/04
REGION Central Operations		NMA / COUNTRY Mid Continent/USA	BDA / STATE MC/Ks
MNU ID / EMPL # MCLIO103 106304		N.E.S. EMPLOYEE NAME DAN WILLE	COUNTY GRANT
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES	P&L DEPARTMENT Cement
TICKET AMOUNT \$14,581.18		WELL TYPE 02 Gas	CUSTOMER REP / PHONE DAVID HIGGINS 1-620-353-8548
WELL LOCATION LAND WEST OF SANTANA,		DEPARTMENT CEMENT	JOB PURPOSE CODE Cement Production Casing
LEASE NAME LIGHT RAY		SEC / TWP / RNG 14 - 30S - 35W	FACILITY (CLOSEST TO WELL) Liberal Ks.

HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)
7	Wille D. 225409						
7	Davis, T 106304						
7	Beruman, E 267804						
7	Wiltshire .M 195811						

Chart No.	Time	Rate (BPM)	Volume (BL/NOAL)	Press. (PSI)			Job Description / Remarks
				N2	C90	7dg	
	1800						CALLED OUT FOR JOB
	1900						PRE TRIP SAFETY MEETING
	2000						ON LOCATION JOB SITE ASSESSMENT
	2200						TIME READY
	2000						LAYING DOWN DRILL PIPE
	2145						PRE CASING SAFETY MEETING
	2200						SET UP CASERS
	2315						RUN CASING
	0100						HOOK UP HEAD/CIRCULATE WITH RIG
	0145						PRE CEMENT SAFETY MEETING
	0150						HOOK UP PUMP TRUCK
	0156						PRESURE TEST
	0201	3.0	7.48BB				PLUG RAT HOLE
	0205	7.0	106.59B				PUMP LEAD CEMENT
	0223	6.0	48.41B				PUMP TAIL CEMENT
	0231						SHUT DOWN DROP PLUG AND WASH UP
	0236	7.5	58.32B				PUMP DISPLACEMENT WITH 1% KCL
	0244	2.0	10BBL				SLOW RATE TO BUMP PLUG
	0249						BUMP PLUG
	0251						RELEASE PRESSURE.....HELD
	0251						END JOB

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THANK YOU FOR CALLING HALLIBURTON
DAN AND CREW

HALLIBURTON

Work Order Contract

Order Number

3170014

Halliburton Energy Services, Inc.
Houston, Texas 77056

70012 BAP

TO: HALLIBURTON ENERGY SERVICES, INC. - YOU ARE HEREBY REQUESTED TO FURNISH EQUIPMENT AND SERVICE PERSONNEL TO DELIVER AND OPERATE THE SAME AS AN INDEPENDENT CONTRACTOR TO CUSTOMER LISTED BEEOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. 2-14R	Farm or Lease LIGHT RAY	County 23 GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		Well Owner PIONEER NATURAL RESOURCES	Job Purpose 3046 Cement Production Casing	

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

A. CUSTOMER REPRESENTATION - Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton Energy Services, Inc. (hereinafter "Halliburton").

B. PRICE AND PAYMENT - The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, or Halliburton's actual attorneys fees, whichever is greater, plus all collection and court costs. Customer agrees that the amount of attorney fees set out herein are reasonable and necessary.

C. RELEASE AND INDEMNITY - Customer agrees to RELEASE Halliburton Group 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. Customer also agrees to DEFEND, INDEMNIFY, AND HOLD Halliburton Group HARMLESS from and against any and all liability, claims, costs, expenses, attorney fees and damages whatsoever for personal injury, illness, death, property damage and loss resulting from:

loss of well control; services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other mineral substances or water; surface damage arising from underground damage; damage to or loss of the well bore; subsurface trespass or any action in the nature thereof; fire; explosion; subsurface pressure; radioactivity; and pollution and contamination and its cleanup and control.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the unavailability of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all their officers, directors, employees, consultants and agents. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

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E. LIMITED WARRANTY - Halliburton warrants only title to the equipment, products, and materials supplied under this Contract and that same are free from defects in workmanship and materials for thirty (30) days from the date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton'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 to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON 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 HALLIBURTON GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.

F. GOVERNING LAW - The validity, interpretation and construction of this Contract shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.

G. DISPUTE RESOLUTION - Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston, TX.

H. SEVERABILITY - If any provision or part thereof of this Contract shall be held to be invalid, void, or of no effect for any reason, such holding shall not be deemed to affect the validity of the remaining provisions of this Contract which can be given effect, without the invalid provision or part thereof, and to this end, the provisions of this Contract are declared to be severable. Customer and Halliburton agree that any provision of this Contract that is unenforceable or void under applicable law will be modified to achieve the intent of the parties hereunder to the greatest extent allowed by applicable law.

I. MODIFICATIONS - Customer agrees that Halliburton shall not be bound by any modifications to this Contract, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President - Legal, 4100 Clinton Drive, Houston, TX 77020.

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

SIGNED:

David W. Lygin
CUSTOMER Authorized Signatory

DATE:

7-8-2004

TIME:

21:21

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3170014

David W. Lygin
CUSTOMER Authorized Signatory

RECEIVED
SEP 07 2004
KCC WICHITA