

WELL COMPLETION FORM

ORIGINAL

WELL HISTORY - DESCRIPTION OF WELL & LEASE

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 SLOW 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. _____

08/09/04 08/15/04 11/30/04
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API NO. 15- 15-067-21576-0000

County GRANT

 - NW - SE - SW Sec. 32 Twp. 30S S. R. 37W E W

1250' FSL Feet from S (circle one) Line of Section

1390' FWL Feet from E (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name COMER Well # 2-5R (2-6R)

Field Name PANOMA

Producing Formation COUNCIL GROVE

Elevation: Ground 3036' Kelley Bushing 3046'

Total Depth 3132' Plug Back Total Depth 2838'

Amount of Surface Pipe Set and Cemented at 590' 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 cmf.

Drilling Fluid Management Plan Act. #1 KGR 6/22/07
(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 12/02/04

Subscribed and sworn to before me this 2nd day of DECEMBER

2004
Notary Public, State of Texas
My commission expires 7/2/2005
Deborah Pollock

Date Commission Expires 7/2/2005

KCC Office Use ONLY

- Letter of Confidentiality Attached
- If Denied, Yes Date: _____
- Wireline Log Received
- Geologist Report Received
- UIC Distribution

Side Two

Operator Name PIONEER NATURAL RESOURCES USA, INC.

Lease Name COMER

Well # 2-6R

Sec. 32 Twp. 30S S.R. 37W 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	2366'	MD
KRIDER	2420'	MD
FT. RILEY	2589'	MD
COUNCIL GROVE	2699'	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#	590'	LT. PREM+	375	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	3132'	LT PREM+	540	2%CaCl2

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
Perforate				
Protect Casing				
Plug Back TD				
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
4	2852' -3024' CIBP 2845	ACDZ 2700 GAL 15% HCLFe. FLSH 32	
4	2719' -2810'	BBL 2% KCL. FRAC 14000 GAL WFG20, + 50,000 GAL WFG30+15,000# MESH SAND 104,400# OTTAWA SAND	

TUBING RECORD Size 2 3/8" Set At 2803' Packer At N/A Liner Run Yes No

Date of First, Resumed Production, SWD or Enhr. 12/01/04 Producing Method Flowing Pumping Gas Lift Other (Explain)

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

Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented Sold Used on Lease Open Hole Perforation Dually Comp. Commingled 2719' -2810'
(If vented, submit ACO-18.) Other (Specify) _____

INVOICE

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: August 10, 2004

Invoice Number: 92728764

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. COMER 2-6R. STEVENS
Ship to: MOSCOW, KS 67952
STEVENS

Job Date: August 10, 2004

Cust. PO No.: NA

Payment Terms: net due 45 days

Quote No.: 21120435

Sales Order No.: 3221967

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
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		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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PAGE 1 OF 3

*100004642	8-5/8 CSG - SLIP-ON / - STEEL BOWS - CANVAS CLP,LIM,8 5/8,FRICT,WTH DOGS XXXXXXXX 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) XXXXXXXX 890.50071 / FLOCELE - 3/8 - 25 LB SACK	94.000	LB		3.70	347.80	187.81-	159.99

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* - Taxable Item

PAGE 2 OF 3

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: August 10, 2004

Invoice Number: 92728764

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	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
76400	ZI MILEAGE,CMT MTL DEL/RET MI 500-306 / MILEAGE,CMTG MTL DEL/RET PER/TON MI.MIN NUMBER OF TONS	357.000	MI		1.95	696.15	375.92	320.23
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
	Total					19,954.36	10,475.64	9,478.72
	Sales Tax - State							302.18

INVOICE TOTAL

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MIDCONTINENT
HUGOTON PROD.

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9,780.90
US Dollars

VENDOR		047766	
LSE/WELL	GEN	SUB	Amount
926284-001	015	309	9,780.90
			Svc. Date
			8/10/04
AFE 005020		<p style="font-size: 1.2em; margin: 0;">Re 8/11/04</p> <p style="font-size: 1.2em; margin: 0;">8/17 ✓</p>	

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	NWA / COUNTRY Mid Continent/USA	SALES ORDER NUMBER 3221967	TICKET DATE 08/10/04
MRI ID / EMPL # MCL / IO104	H.E.S. EMPLOYEE NAME JOHN WOODROW	BDA / STATE MC/Ks	COUNTY GRANT
LOCATION LIBERAL	COMPANY PIONEER NATURAL RESOURCES 3	PSL DEPARTMENT Cement	CUSTOMER REP / PHONE TIM LEWIS 1-620-353-4233
TICKET AMOUNT \$9,780.90	WELL TYPE 02 Gas	API/WVI #	
WELL LOCATION MOSCOW,KS.	DEPARTMENT CEMENT	SAP BOMB NUMBER 7521	Cement Surface Casing
LEASE NAME COMER	Well No. 2-6R	SEC / TWP / RNG 32 - 30S - 37W	HES FACILITY (CLOSEST TO WELL SITE) LIBERAL,KS.

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS
Woodrow, J 105848	8.0	Cunningham, L 310538	8.0
Clemens, A 198516	8.0		

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	H.E.S. UNIT #S / (R / T MILES)	R / T MILES
10415641	40	10589601	40

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
8/9/2004	2200	8/10/2004	0030	8/10/2004
			0647	0730

Type and Size	Qty	Make
Float Collar INSERT 8 5/8	1	H
Float Shoe		
Centralizers REG 8 5/8	4	A
Top Plug 5-W 8 5/8	1	
HEAD Q/L 8 5/8	1	L
Limit clamp	1	
Weld-A	1	C
Guide Shoe REG 8 5/8	1	
BTM PLUG		O

Well Data	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New/Used	24#	8 5/8"		KB	597	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"				Shots/Ft.
Perforations							
Perforations							
Perforations							

Materials

Mud Type	Density	Lb/Gal
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	In
Perpac Balls	Qty.	
Other		
Other		
Other		
Other		

Hours On Location	Operating Hours	Description of Job
Date: 8/10 Hours: 8.0	Date: 8/10 Hours: 2.0	Cement Surface Casing
		SEE JOB LOG
		RECEIVED
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		KCC WICHITA
Total Hours: 8.0	Total Hours: 2.0	

Ordered _____ Hydraulic Horsepower _____
 Avail _____ Used _____
 Treating _____ Average Rates in BPM _____
 Disp _____ 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		2% CC - 1/4# FLOCELE	11.22	2.04	12.30
2	178	PREM PLUS C		2% CC - 1/4# FLOCELE	6.36	1.35	14.80
3							
4							

Summary

Circulating Breakdown	Displacement	Preflush: BBI	5.00	Type: FRESH WATER
Lost Returns	MAXIMUM	Load & Bkdn: Gal - BBI		Pad: Bbl - Gal
Cmt Rtn #Bbl	Actual Returns	Excess /Return BBI	10	Calc. Disp Bbl
Average	Actual TOC	Calc. TOC:		Actual Disp.
Shut In: Instant	Frac. Gradient	Treatment: Gal - BBI		Disp: Bbl
	5 Min.	Cement Slurry BBI	114.0	
	15 Min.	Total Volume BBI	164.00	

Frac Ring #1 _____ Frac Ring #2 _____ Frac Ring #3 _____ Frac Ring #4 _____

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____
 SIGNATURE _____

HALLIBURTON JOB LOG

TICKET #	3221967	TICKET DATE	08/10/04
BDA / STATE	MC/Ks	COUNTY	GRANT
PSL DEPARTMENT	Cement		
CUSTOMER REP / PHONE	TIM LEWIS	1-620-353-4233	
APL/UNI #			
JOB PURPOSE CODE	Cement Surface Casing		
HES FACILITY (CLOSEST TO WELL S)	LIBERAL, KS.		

REGION	Central Operations	NWA / COUNTRY	Mid Continent/USA
MBU ID / EMPL #	MCL / IO104	H.E.S EMPLOYEE NAME	JOHN WOODROW
LOCATION	LIBERAL	COMPANY	PIONEER NATURAL RESOURCES
TICKET AMOUNT	\$9,780.90	WELL TYPE	02 Gas
WELL LOCATION	MOSCOW, KS.	DEPARTMENT	CEMENT
LEASE NAME	COMER	SEC / TWP / RANG	32 - 30S - 37W
Well No.	2-6R		

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Woodrow, J 105848	8	Cunningham, L 310538	8				
Clemens, A 198516	8						

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate (GPM)	Press. (PSI)			Job Description / Remarks
					Surf	Csg	Tbg	
8/8/04	0200							JOB READY
8/7/04	2200							CALLED OUT FOR JOB
	0030							PUMP TRUCK ON LOCATION / PRE JOB SITE ASSESMENT
	0030							SPOT EQUIP. / WAIT ON BAD WEATHER TO BLOW OVER
								TO RIG UP
	0130							RIG HAS 595 FT. OF 12 1/4 HOLE CUT / ON BOTTOM CIRC.
	0145							TRIP OUT DRILL PIPE
								PULLING TIGHT
	0330							MAKE WIPER TRIP
	0530							START RUNNING 8 5/8 CASING & FLOAT EQUIP.
	0615							CASING ON BOTTOM (597 FT.)
								HOOK UP 8 5/8 P/C & CIRCULATING IRON
	0630							START CIRCULATING WITH RIG PUMP
	0645							THROUGH CIRCULATING / HOOK UP TO PUMP TRUCK
								(JOB PROCEDURE)
	0647				1000			TEST PUMP & LINES
	0651	6.0	72.0		150-100			START MIXING 200 SKS LEAD CMT. @ 12.3#/GAL
	0705	6.0	42.0					START MIXING 175 SKS TAIL CMT. @ 14.8#/GAL
	0714							THROUGH MIXING CMT. / SHUT DOWN
	0715							RELEASE PLUG / START DISPLACING
	0725		25.0					HAVE 25 BBLs. OUT / HAVE CMT. RETURNS TO SURFACE
								SLOW RATE TO 2 BPM
	0730		35.0		200			MAX LIFT PRESSURE BEFORE LANDING PLUG
	0730				560			PLUG DOWN / RELEASE FLOAT
								FLOAT HELD
								CIRCULATED 10 BBLs. TO SURFACE
								THANK YOU FOR CALLING HALLIBURTON !!!!
								(WOODY & CREW)



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HALLIBURTON

Work Order Contract

Order Number 3221967

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. 2-6R	Form of Lease COMER	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		Well Owner PIONEER NATURAL RESOURCES 3046		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 unseaworthiness 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.

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 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts at all 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 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: Jim Preece

CUSTOMER Authorized Signatory

DATE: 08/07/04

TIME: 01:00

Customer Acceptance of Materials and Services

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

ORDER NUMBER 3221967

Jim Preece
CUSTOMER Authorized Signatory

RECEIVED
DEC 06 2004
KCC WICHITA

INVOICE

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: August 16, 2004

Invoice Number: 92739299

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. COMER 2-6R, STEVENS
 Ship to: MOSCOW, KS 67952
 STEVENS

Job Date: August 15, 2004

Cust. PO No.: NA

Payment Terms: net due 45 days

Quote No.: 21120436

Sales Order No.: 3231031

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
		1	unit					
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
		1	unit					
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58-	61.82
		1	unit					
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
		1	unit					
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA		3,018.00	3,018.00	1,629.72-	1,388.28
		3,100						
		FT						
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06-	477.94
		1	Days					
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72-	330.28
		1	Job					

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HALLIBURTON
Halliburton Energy Services, Inc.

Continuation

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

Invoice Date: August 16, 2004

Invoice Number: 92739299

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MINI)	1.000 1	EA Days	832.00		832.00	449.28	382.72
*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 XXXXXX 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	380.000	SK		25.10	9,538.00	5,150.52	4,387.48
*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.

AUG 18 2004

Continuation

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

MIDCONTINENT

Invoice Date: August 16, 2004

HUGOTON PROD

Invoice Number: 92739299

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) XXXXXXX 890.50071 / FLOCELE - 3/8 - 25 LB SACK	140.000	LB		3.70	518.00	279.72-	238.28
*100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE - BULK	2,800.000	LB		0.90	2,520.00	1,360.80-	1,159.20
*100003646	CHEMICAL - HALAD-322 - 50 LB S 507-775516.00144 / CHEMICAL - HALAD-322 - 50 LB SACK	309.000	LB		11.70	3,615.30	1,952.26-	1,663.04
3965	HANDLE&DUMP SVC CHR, CMT&ADDI 500-207 NUMBER OF EACH	689.000	CF		3.20	2,204.80	1,190.59-	1,014.21
76400	ZI MILEAGE,CMT MTL DEL/RET MI 500-306 / MILEAGE,CMTG MTL DEL/RET PER/TON MI.MIN NUMBER OF TONS	579.000	MI		1.95	1,129.05	609.69-	519.36
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	579.000	MI		0.09	52.11		52.11

Total						33,231.27	17,568.65-	15,662.62
Sales Tax - State								573.21

INVOICE TOTAL								16,235.83 US Dollars
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VENDOR 047766

USE/WE	GEN	SUB	Amount	Svc. Date
216284-001	016	309	16,235.83	8/15/04

AFF 005020

BC 9/1/04
8/30 ✓

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		NWA / COUNTRY Mid Continent/USA		SALES ORDER NUMBER 3231031		TICKET DATE 08/13/04	
MBU ID / EMPL # MCL10101 217398		H.E.S. EMPLOYEE NAME Mickey Cochran		BDA / STATE MC/Ks		COUNTY STEVENS	
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		PSL DEPARTMENT Cement		CUSTOMER REP / PHONE DAVID HIGGINS 1-620-353-8548	
TICKET AMOUNT \$16,235.83		WELL TYPE 02 Gas		API/WI #			
WELL LOCATION HUGOTON, KS		DEPARTMENT Cement		SAP BOMB NUMBER 7523		Cement Production Casing	
LEASE NAME COMER		Well No. 2-6R		SEC / TWP / RNG 32 - 29S - 37W		HES FACILITY (CLOSEST TO WELL SITE) Liberal Ks	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Cochran, M 217398	8.0			
Arnett, J 226587	8.0			
Beasley, J 299920	8.0			
Olds, R 308196	8.0			

H.E.S. UMT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10547690	40			
10589601	40			
10243558/10011278	20			
10244148/10011276	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
	8/13/2004	8/13/2004	8/13/2004	8/13/2004
Time	1530	1900	0139	0234

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

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New/Used	15.5#	5 1/2		0	3,136	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			7 7/8"				Shots/Ft.
Perforations							
Perforations							
Perforations							

Materials

Mud Type	Density	Lb/Gal
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	In
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		

Hours On Location		Operating Hours		Description of Job
Date	Hours	Date	Hours	
8/13	4.5	8/14	1.0	Cement Production Casing
8/14	3.5			
Total	8.0	Total	1.0	

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Ordered	<input checked="" type="checkbox"/> Hydraulic Horsepower	Used
	Avail.	
Treating	<input checked="" type="checkbox"/> Average Rates in BPM	Overall
	Disp.	
Feet 20	<input checked="" type="checkbox"/> Cement Left in Pipe	SHOE JOINT
	Reason	

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	360	MHLC C		8% TOTAL GEL - 5# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.60
2	180	PREM PLUS C		5# GILSONITE - 2% CC - .6% HALAD-322 - 1/4# FLOCELE	6.96	1.51	14.50
3	20	MHLC C		8% TOTAL GEL - 5# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.60
4							

Summary

Circulating Breakdown	Displacement	Preflush: BBI	Type:
Lost Returns	MAXIMUM	Load & Bkdn: Gal - BBI	Pad: Bbl - Gal
Cmt Rtn#Bbl	Actual TOC	Excess /Return BBI	Calc. Disp Bbl
Average	Frac. Gradient	Calc. TOC:	Actual Disp. 74
Shut In: Instant	5 Min.	Treatment: Gal - BBI	Disp: Bbl
	15 Min.	Cement Slurry BBI	
		Total Volume BBI	191.0
			265.00

Frac. Ring #1 _____ Frac. Ring #2 _____ Frac. Ring #3 _____ Frac. Ring #4 _____

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____

Jim Lewis
 SIGNATURE

HALLIBURTON JOB LOG				TICKET #	TICKET DATE
				3231031	08/13/04
REGION		NWA / COUNTRY		BDA / STATE	COUNTY
Central Operations		Mid Continent/USA		MC/Ks	STEVENS
MBU ID / EMPL #		H.E.S EMPLOYEE NAME		PSL DEPARTMENT	
MCL10101 217398		Mickey Cochran		Cement	
LOCATION		COMPANY		CUSTOMER REP / PHONE	
LIBERAL		PIONEER NATURAL RESOURCES		DAVID HIGGINS 1-620-353-8548	
TICKET AMOUNT		WELL TYPE		API/WI #	
\$16,235.83		02 Gas			
WELL LOCATION		DEPARTMENT		JOB PURPOSE CODE	
HUGOTON, KS		Cement		Cement Production Casing	
LEASE NAME		SEC / TWP / RING		RES FACILITY (CLOSEST TO WELL'S	
COMER		32 - 29S - 37W		Liberal Ks	

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Cochran, M 217398	*				
Arnett, J 226567	*				
Beasley, J 299920	*				
Olds, R 306196	*				

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate		Press. (PSI)		Job Description // Remarks
				N2	CSG	CSG	Tdg	
8-14	1930							JOB READY
	1530							
	1615							PRETRIP SAFETY MEETING
	1900							ARRIVE ON LOCATION
	1905							PREJOB SAFETY MEETING W/ HALLIBURTON CREW
	1910							SPOT EQUIPMENT
	1915							RIG UP EQUIPMENT
	2225							START CASING
8-15	0043							CASING ON BOTTOM CIRCULATING W/ RIG PUMP
	0139					2500		PRESSURE TEST PUMP & LINES
	0140	6.5	135.0			300		START LEAD CEMENT 360 SKS @ 12.6#
	0201	6.5	48.0			200		START TAIL CEMENT 180 SKS @ 14.5#
	0210							SHUT DOWN & WASH PUMP & LINES
	0216							DROP PLUG
	0216	6.0	0			75		START DISPLACEMENT W/ 1% KCL
	0218	6.0	7.0			250		DISPLACEMENT CAUGHT CEMENT
	0227	2.0	64.0			1000		SLOW RATE
	0232	2.0	74.0			1700		BUMP PLUG
	0234							RELEASE — FLOAT HELD
	0234							END JOB
						1200		PRESSURE BEFORE PLUG LANDED
								CIRCULATED CEMENT TO PIT

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THANK YOU FOR CALLING HALLIBURTON
 MICKEY & CREW

HALLIBURTON

Work Order Contract

Order Number

3231031

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. 2-6R	Farm or Lease COMER	County 23 STEVENS	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 unseaworthiness 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 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 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all 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 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


CUSTOMER Authorized Signatory

DATE:

08/13/04

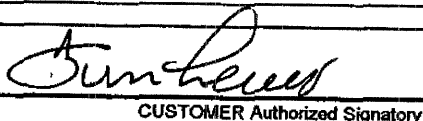
TIME:

19:30

Customer Acceptance of Materials and Services

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

3231031


CUSTOMER Authorized Signatory

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DEC 06 2004
KCC WICHITA

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: August 16, 2004

Invoice Number: 92739299

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MINI)	1.000 1	EA Days	832.00		832.00	449.28-	382.72
*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 XXXXXXXX 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	380.000	SK		25.10	9,538.00	5,150.52-	4,387.48
*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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