

ORIGINAL

**WELL COMPLETION FORM**  
**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: \_\_\_\_\_

API NO. 15- 15-067-21581-0000  
County GRANT  
     -      -      -      Sec. 33 Twp. 29S S. R. 37W  E  W  
1250' FSL Feet from S/N (circle one) Line of Section  
1250' FEL Feet from E/W (circle one) Line of Section  
Footages Calculated from Nearest Outside Section Corner:  
(circle one) NE  SE NW SW  
Lease Name HINDMARSH Well # 2-33R  
Field Name PANOMA  
Producing Formation COUNCIL GROVE

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

Elevation: Ground 3073' Kelley Bushing 3083'  
Total Depth 3207' Plug Back Total Depth 3180'  
Amount of Surface Pipe Set and Cemented at 613' 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.

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. \_\_\_\_\_  
07/31/04 08/04/04 09/14/04  
Spud Date or Date Reached TD Completion Date or  
Recompletion Date Recompletion Date

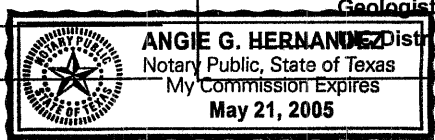
Drilling Fluid Management Plan Act #1 KGR 6/14/07  
(Data must be collected from the Reserve Pit)  
Chloride content 1000 ppm Fluid volume 3000 bbls  
Dewatering method used DRY OUT/EVAPORATION/BACKFILL  
Location of fluid disposal if hauled offsite:  
Operator Name PIONEER NATURAL RESOURCES  
Lease 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 10/06/04  
Subscribed and sworn to before me this 6th day of October,  
2004.  
Notary Public Angie G. Hernandez  
Date Commission Expires May 21, 2005

KCC Office Use ONLY  
 Letter of Confidentiality Attached  
If Denied, Yes  Date: \_\_\_\_\_  
 Wireline Log Received  
 Geologist Report Received



Operator Name PIONEER NATURAL RESOURCES USA, INC.

Lease Name HINDMARSH

Well # 2-33R

Sec. 33 Twp. 29S 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	2408'	MD
KRIDER	2435'	MD
FT. RILEY	2614'	MD
COUNCIL GROVE	2717'	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#	613'	LT. PREM+	375	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	3207'	LT PREM+	540	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
4	2724' - 3102'	ACDZ 6000 GAL 15% HCLFe. FLSH 77.9	
		BBL 2% KCL. FRAC 14000 GAL WFG20, +	
		49,723GAL WFG30+17,490# MESH SAND	
		+ 101,680# 16/30 OTTAWA SAND	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8"	3122'	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.	Producing Method			
09/16/04	<input type="checkbox"/> Flowing <input checked="" 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	125	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)

2724' - 3102'

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**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 01, 2004

Invoice Number: 92718391

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. HINDMARSH 2-33R, GRANT  
 Ship to: ULYSSES, KS 67880  
 GRANT

Job Date: August 01, 2004

Cust. PO No.: NA

Payment Terms: net due 45 days

Quote No.: 21120433

Sales Order No.: 3211200

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 1/2 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	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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**HALLIBURTON**  
Halliburton Energy Services, Inc.  
Remit To : P.O. Box 203143, Houston, TX 77216-3143

Invoice Date: August 01, 2004

Invoice Number: 92718391

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.G. 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					
<b>Total</b>						19,954.36	10,475.64	9,478.72
Sales Tax - State								302.18

INVOICE TOTAL **9,780.90**  
US Dollars

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MIDCONTINENT  
HUGOTON PROD.

VENDOR 047766  
LSE/WELL GEN SUB Amount Svc.  
9210388-001 015309 9,780.90 8/1/04  
AFE 005024 Be 8/11/04

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.

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Halliburton Energy Services, Inc.

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

Invoice Date: August 01, 2004

Invoice Number: 92718391

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MIN)	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

# 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 05, 2004**

**Invoice Number: 92722450**

**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. HINDMARSH 2-33R, GRANT  
Ship to: ULYSSES, KS 67880  
GRANT

Job Date: August 05, 2004

Cust. PO No.: NA

Payment Terms: net due 45 days

Quote No.: 21120434

Sales Order No.: 3215043

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 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	3,100 FT	3,018.00	3,018.00	1,629.72	1,388.28
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
		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 05, 2004**

**Invoice Number: 92722450**

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	14.000	EA		86.44	1,210.16	580.88	629.28
*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
*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

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**HALLIBURTON**  
Halliburton Energy Services, Inc.

Continuation

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

Invoice Date: August 05, 2004

MIDCONTINENT

Invoice Number: 92722450

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*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 CHRГ, 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 MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs 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
<b>Total</b>						<b>33,357.99</b>	<b>17,629.48</b>	<b>15,728.51</b>
Sales Tax - State								<b>576.70</b>
<b>INVOICE TOTAL</b>								<b>16,305.21</b>
								US Dollars

VENDOR

047766

D.H. ✓

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**OCT 08 2004**  
**KCC WICHITA**

LSE/AVELL	GEN SUB	Amount	Svc Date
926288-001	076 304	16,305.21	8/5/04
AFE 005024			

BC 8/17/04 ✓

**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 <b>3215043</b>	TICKET DATE <b>08/05/04</b>
BOA / STATE <b>MC/Ks</b>	COUNTY <b>GRANT</b>
PSL DEPARTMENT <b>Cement</b>	CUSTOMER REP / PHONE <b>DAVID HIGGINS 1-620-353-8548</b>
APIUM #	SAP BOMB NUMBER <b>7523</b>
FACILITY (CLOSEST TO WELL SITE) <b>LIBERAL</b>	

REGION <b>Central Operations</b>	NWA / COUNTRY <b>Mid Continent/USA</b>
WBU ID / EMP # <b>MCLIO104 212723</b>	H.E.S. EMPLOYEE NAME <b>JERRAKO EVANS</b>
LOCATION <b>LIBERAL, KS</b>	COMPANY <b>PIONEER NATURAL RESOURCES</b>
TICKET AMOUNT <b>\$16,330.49</b>	WELL TYPE <b>02 Gas</b>
WELL LOCATION <b>ULYSSES, KS</b>	DEPARTMENT <b>CEMENT</b>
LEASE NAME <b>HINDMARSH</b>	Well No. SEC / TWP / RNG <b>2-33R 33 - 29S - 37W</b>

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HR	HR	HR	HR
Evans, J 212723	8.0			
Pollock, T 106089	8.0			
Beasley, J 298920	8.0			
Torres, J 295373	8.0			

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10415642	40			
10011407-10011306	40			
10010748-10011272	20			
10244148-10011590	20			

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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
	8/5/2004	8/5/2004	8/5/2004	8/5/2004

Time	0000	0400	0830	1000

Type and Size	Qty	Make
Float Collar INSERT	1	HOWCO
Float Shoe		
Centralizers S-4	14	HOWCO
Top Plug ALUM	1	HOWCO
HEAD	1	HOWCO
Limit clamp	1	HOWCO
Weld-A	1	HOWCO
Guide Shoe REG	1	HOWCO
BTM PLUG		

Well Data	New/Used		Weight	Size	Grade	From	To	Max. Allow
Casing	NEW		15.6#	5 1/2		0	3,210	
Liner								
Liner								
Tubing								
Drill Pipe								
Open Hole				7 7/8"			3,207	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		
Perfpac Balls	Qty.		
Other			
Other			
Other			
Other			

Hours On Location		Operating Hours		Description of Job
Date	Hours	Date	Hours	
8/5	6.0	8/5	9.0	Cement Production Casing
<b>Total</b>	<b>6.0</b>	<b>Total</b>	<b>9.0</b>	

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Ordered	Hydraulic Horsepower Avail.	Used
Treating	Average Rates in BRM	Overall
Feet 20	Cement Left in Pipe Reason	SHOE JOINT

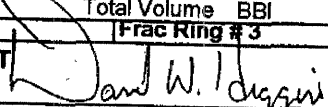
Cement Data				Additives			W/Rq.	Yield	Lbs/Gal
Stage	Sacks	Cement	Bulk/Sks	8% TOTAL GEL - 6# GILSONITE - 6/10% HALAD-322 -			10.48	2.10	12.60
1	360	MHLC C		5# GILSONITE - 2% CC - 6% HALAD-322 - 1/4# FLOCELE			6.96	1.51	14.50
2	180	PREM PLUS C		8% TOTAL GEL - 6# GILSONITE - 6/10% HALAD-322 -			10.48	2.10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

Summary			
Circulating Breakdown	Displacement	Preflush: BBI	Type:
Lost Returns	MAXIMUM	Load & Bkdn: Gal - BBI	Pad: Bbl - Gal
Cmt Rtn#Bbl	Actual Returns	Excess /Return BBI	Calc. Dispo Bbl
Average	Actual TOC	Calc. TOC:	Actual Disp.
Shut In: Instant	Frac. Gradient	Treatment: Gal - BBI	Disp: Bbl
	5 Min.	Cement Slurry BBI	
	15 Min.	Total Volume BBI	
			190.0
			266.00

Frac Ring #1 \_\_\_\_\_ Frac Ring #2 \_\_\_\_\_ Frac Ring #3 \_\_\_\_\_ Frac Ring #4 \_\_\_\_\_

**THE INFORMATION STATED HEREIN IS CORRECT**

CUSTOMER REPRESENTATIVE \_\_\_\_\_

  
 SIGNATURE



# HALLIBURTON JOB SUMMARY

SALES ORDER NUMBER <b>3211200</b>	TICKET DATE <b>07/31/04</b>
BOA / STATE <b>MC/Ks</b>	COUNTY <b>GRANT</b>
PSL DEPARTMENT <b>Cement</b>	CUSTOMER REP / PHONE <b>DAVID HIGGINS 1-620-353-8548</b>
APU/W #	SAP BOMB NUMBER <b>7521</b>
Cement Surface Casing	
HES FACILITY (CLOSEST TO WELL SITE) <b>LIBERAL,KS.</b>	

REGION <b>Central Operations</b>	INVA / COUNTRY <b>Mid Continent/USA</b>
MBU ID / EMPL # <b>MCL / IO104</b>	H.E.B. EMPLOYEE NAME <b>JOHN WOODROW</b>
LOCATION <b>LIBERAL</b>	COMPANY <b>PIONEER NATURAL RESOURCES 3</b>
TICKET AMOUNT <b>\$9,780.90</b>	WELL TYPE <b>02 Gas</b>
WELL LOCATION <b>ULYSSUS,KS.</b>	DEPARTMENT <b>CEMENT</b>
LEASE NAME <b>HINDMARSH</b>	Well No. SEC / TWP / RNG <b>2-33R 33 - 29S - 37W</b>

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HR	HES EMP NAME / EMP # / (EXPOSURE HOURS)	HR
Woodrow, J 105848	5.0	Archuleta, M 226381	4.9
Oliphant, C 243055	5.0		

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	H.E.S. UNIT #S / (R / T MILES)	R / T MILES
10415841	40	10243558 / 10011277	20
10589601	40		

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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
	7/31/2004	7/31/2004	7/31/2004	7/31/2004
Time	1500	1830	2143	2215

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		
BASKET	1	O

Well Data	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing		24#	8 5/8"		KB	615	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"				Shots/Ft.
Perforations							
Perforations							
Perforations							

Materials	Density	Lb/Gal
Mud Type		
Disp. Fluid		
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	
Perpac Balls	Qty.	
Other		
Other		
Other		
Other		
Other		

Hours On Location	Operating Hours	Description of Job
Date: 7/31 Hours: 5.0	Date: 7/31 Hours: 1.0	Cement Surface Casing
Total: 5.0	Total: 1.0	

Ordered \_\_\_\_\_ Hydraulic Horsepower \_\_\_\_\_  
 Avail. \_\_\_\_\_ Used \_\_\_\_\_  
 Treating \_\_\_\_\_ Average Rates in BPM \_\_\_\_\_  
 Disp. \_\_\_\_\_ Overall \_\_\_\_\_  
 Feet 42 \_\_\_\_\_ 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	175	PREM PLUS C		2% CC - 1/4# FLOCELE	6.36	1.35	14.80
3							
4							

Summary			
Circulating Breakdown	Displacement	Preflush: BBI	5.00
Lost Returns-y	MAXIMUM	Load & Bkdn: Gal - BBI	
Cmt Rtn#Bbl	15	Excess /Return BBI	15
Average	Actual TOC	Calc. TOC:	
Shut In: Instant	Frac. Gradient	Treatment: Gal - BBI	
	5 Min.	Cement Slurry BBI	114.0
	15 Min.	Total Volume BBI	155.00

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 #	3211200	TICKET DATE	07/31/04
BDA / STATE	MC/Ks	COUNTY	GRANT
PSL DEPARTMENT	Cement		
CUSTOMER REP / PHONE	DAVID HIGGINS	1-620-353-8548	
API/URI #			
JOB PURPOSE CODE	Cement Surface Casing		
HES FACILITY (CLOSEST TO WELL)	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	ULYSSUS, KS.	DEPARTMENT	CEMENT
LEASE NAME	HINDMARSH	Well No.	2-33R
		SEC / TWP / RNG	33 - 29S - 37W

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRG	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRG	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRG	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRG
Woodrow, J 105848	5	Archuleta, M 226381	4.5				
Oliphant, C 243055	5						

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate (Nz)	Press: (PSI)		Job Description // Remarks
					C&G	Tbg	
	1900						JOB READY
	1500						CALLED OUT FOR JOB
	1830						PUMP TRUCK ON LOCATION / PRE JOB SITE ASSESMENT
	1835						SPOT EQUIP. / RIG UP / RIG STILL DRILLING
	2000						TRIP OUT DRILL PIPE
	2045						START RUNNING 8 5/8 CASING & FLOAT EQUIP.
	2115						CASING ON BOTTOM ( 612 FT. )
	2110						HOOK UP 8 5/8 P/C & CIRCULATING IRON
	2125						START CIRCULATING WITH RIG PUMP
	2135						HOLD PRE JOB SAFETY MEETING
	2140						THROUGH CIRCULATING / HOOK UP TO PUMP TRUCK ( JOB PROCEDURE )
	2143				1000		TEST PUMP & LINES
	2144	3.5	5.0		20		PUMP FRESH WATER SPACER
	2146	6.0	72.0		20-140		START MIXING 200 SKS LEAD CMT. @ 12.3#/GAL
	2156	6.0	42.0		100-150		START MIXING 175 SKS TAIL CMT. @ 14.8#/GAL
	2205				150-0		THROUGH MIXING CMT. / SHUT DOWN
	2206	3.0-6.0			80		RELEASE PLUG / START DISPLACING
	2210		20.0		90		HAVE 20 BBLs. OUT / HAVE CMT. RETURNS TO SURFACE
	2212	3.0	25.0		150-130		HAVE 28 BBLs. OUT / SLOW RATE TO 3 BPM
	2215				185		MAX LIFT PRESSURE BEFORE LANDING PLUG
	2215				500		PLUG DOWN / RELEASE FLOAT
							FLOAT HELD
							THANK YOU FOR CALLING HALLIBURTON III ( WOODY & CREW )



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# HALLIBURTON

## Work Order Contract

Order Number 3211200

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. <b>2-33R</b>	Farm or Lease <b>HINDMARSH</b>	County <b>2 GRANT</b>	State <b>Ks</b>	Well Permit Number	
Customer <b>PIONEER NATURAL RESOURCE</b>		Well Owner <b>PIONEER NATURAL RESOURCES 3046</b>	Job Purpose <b>Cement Surface Casing</b>		

**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 its 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 hereto 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 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:

*David W. Higgins*  
CUSTOMER Authorized Signatory

DATE:

07/31/04

TIME:

19:00

### Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3211200

*David W. Higgins*  
CUSTOMER Authorized Signatory

RECEIVED  
07/31/04  
KCC WICHITA

# HALLIBURTON

## Work Order Contract

Order Number 3215043Halliburton 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. 2-33R	Farm or Lease HINDMARSH	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE	Well Owner PIONEER NATURAL RESOURCES	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; 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 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 its 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 hereunder 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.

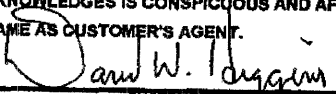
G. DISPUTE RESOLUTION - Customer and Halliburton agree that any dispute that may arise out of the performance of this Contract shall be resolved by binding arbitration by a panel of three arbitrators under the rules of the American Arbitration Association. The arbitration will take place in Houston,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

  
CUSTOMER Authorized Signatory

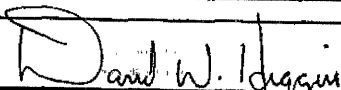
DATE:

08/05/04

TIME:

0400Customer Acceptance of Materials and Services

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

ORDER NUMBER 3215043  
CUSTOMER Authorized Signatory

RECEIVED  
OCT 08 2004  
MCC WICHITA