

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: KCC WICHITA

Designate Type of Completion

New Well  Re-Entry  Workover

Oil  SWD  SIOW  Temp. Abd.

Gas  ENHR  SIGW

Dry  Other (Core, WSW, Expl., Cathodic, etc.)

If Workover/Reentry: Old Well Info as follows:

Operator: \_\_\_\_\_

Well Name: \_\_\_\_\_

Original Comp. Date \_\_\_\_\_ Original Total Depth \_\_\_\_\_

Deepening  Re-perf.  Conv. to Enhr./SWD

Plug Back \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_

Commingled \_\_\_\_\_ Docket No. \_\_\_\_\_

Dual Completion \_\_\_\_\_ Docket No. \_\_\_\_\_

Other (SWD or Enhr?) \_\_\_\_\_ Docket No. \_\_\_\_\_

<u>06/02/04</u>	<u>06/05/04</u>	<u>07/21/04</u>
Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date

API NO. 15- 15-081-21528-0000

County HASKELL

SE - SE - NE Sec. 21 Twp. 29S S. R. 34W  E  W

2321' FNL Feet from SE (circle one) Line of Section

330' FEL Feet from EW (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name RAY, OV Well # 6-21R

Field Name PANOMA

Producing Formation COUNCIL GROVE

Elevation: Ground 2978' Kelley Bushing 2988'

Total Depth 3018' Plug Back Total Depth 2991'

Amount of Surface Pipe Set and Cemented at 724' Feet

Multiple Stage Cementing Collar Used?  Yes  No

If yes, show depth set \_\_\_\_\_ Feet

If Alternate II completion, cement circulated from \_\_\_\_\_

feet depth to \_\_\_\_\_ w/ \_\_\_\_\_ sx cmt.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

*ALT WICHITA*  
*9-17-07*

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.

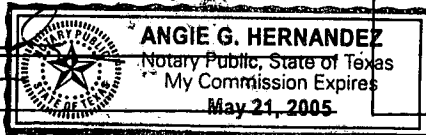
Signature Linda Kelly

Title ENGINEERING TECH Date 08/24/04

Subscribed and sworn to before me this 24 day of August

Notary Public Angie G. Hernandez

Date Commission Expires 5/21/2005



KCC Office Use ONLY

Letter of Confidentiality Attached

If Denied, Yes  Date: \_\_\_\_\_

Wireline Log Received

Geologist Report Received

UIC Distribution

Operator Name PIONEER NATURAL RESOURCES USA, INC.

Lease Name RAY, OV

Well # 6-21R

Sec. 21 Twp. 29S S.R. 34W  East  West

County HASKELL

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	2522'	MD
KRIDER	2574'	MD
FT. RILEY	2733'	MD
COUNCIL GROVE	2850'	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#	724'	LT. PREM+	375	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	3015'	LT PREM+	540	2%CaCl2

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose	Depth		Type of Cement	#Sacks Used	Type and Percent Additives
	Top	Bottom			
<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	2863' - 2960'	ACDZ 2700 GAL 15% HCLFe. FLSH 35	
		BBL 20#WFG. FRAC 14000 GAL WFG20, +	
		49,953 GAL WFG30+15,000# MESH SAND	
		+ 103,000# OTTAWA SAND	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8"	2973'	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Enhr.	Producing Method
07/30/04	<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	180	0	--	--

Disposition of Gas: **METHOD OF COMPLETION** Production Interval

Vented  Sold  Used on Lease  Open Hole  Perforation  Dually Comp.  Commingled 2863' - 2960'

(If vented, submit ACO-18.)  Other (Specify) \_\_\_\_\_

INVOICE

OK! *[Signature]*

**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: June 04, 2004

Invoice Number: 92613966

DIRECT CORRESPONDENCE TO:

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

*AFE 005034*

*926298-001*

Rig Name:

Well Name: PIONEER NAT. RAY OV 6-21R, HASKELL  
 Ship to: SATANTA, KS 67870  
 HASKELL

Job Date: June 04, 2004  
 Cust. PO No.: N/A  
 Payment Terms: net due 45 days  
 Quote No.: 21120638  
 Sales Order No.: 3108493  
 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  
 ATTN: ACCOUNTS PAYABLE  
 5205 N O'CONNOR BLVD, STE. 1400  
 IRVING TX 75039-3746

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 1	MI unit		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 1	MI unit		0.26	10.40		10.40
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000 1	MI unit		3.36	134.40	72.58	61.82
86954	ZI FUEL SURCHG-CARS/PICKUPS <1 1/2TON/PER/MI Number of Units	40.000 1	MI unit		0.09	3.60		3.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000 700	EA 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 1	JOB Days		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 1	EA Job		718.00	718.00	387.72	330.28

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 AUG 30 2004

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 JUN 14 2004  
 A/P - LCO

KCC WICHITA

# INVOICE

## HALLIBURTON

Halliburton Energy Services, Inc.

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AUG 30 2004

Continuation

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

Invoice Date: June 04, 2004

Invoice Number: 92613966

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
*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

INVOICE

**HALLIBURTON**

Halliburton Energy Services, Inc.

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Continuation

JUL 02 2004

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

Invoice Date: June 29, 2004

MIDCONTINENT

Invoice Number: 92654048

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

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KCC WICHITA

VENDOR

047766

LSB/WELL	GEN	SUB	Amount	Svc Date
926294-001	016	315	14,581.18	6/29/04

AFE 005030

*Handwritten signature*

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

## SALES ORDER

Halliburton Energy Services, Inc.

Sales Order Number: 3108493.

Sales Order Date: June 01, 2004

**SOLD TO:**  
 PIONEER NATURAL RES U S A INC  
 A/P DEPT  
 5205 N O'CONNOR BLVD ST 1400  
 IRVING TX 75039-3746  
 USA

**RECEIVED**  
 AUG 30 2004  
 KCC WICHITA

**Rig Name:**  
 Well/Rig Name: PIONEER NAT. RAY OV 6-21R, HASKELL  
 Company Code: 1100  
 Customer P.O. No.: N/A  
 Shipping Point: Liberal, KS, USA  
 Sales Office: Mid-Continent BD  
 Well Type: Gas  
 Well Category: Development  
 Service Location: 0037  
 Payment Terms: net due 45 days  
 Ticket Type: Services  
 Order Type: ZOH

**SHIP TO:**  
 PIONEER NAT. RAY OV 6-21R, HASKELL  
 RAY OV  
 SEC21-29S-34W  
 SATANTA KS 67870  
 USA

*RW*

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7521	PSL - CMT SURFACE CASING - BOM /P010	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES 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 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

# HALLIBURTON

Halliburton Energy Services, Inc.

RECEIVED

AUG 30 2004

Sales Order Number: 3108493

KCC WICHITA

Sales Order Date: June 01, 2004

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
142	AXIAL FLOW MIXER, W/O ADC, /JOB, ZI 046-070 NUMBER OF JOBS	1.000 1	EA Job		718.00	718.00	387.72-	330.28
74038	ZI PLUG CONTAINER RENTAL-1ST DAY DAYS OR FRACTION (MINI)	1.000 1	EA Days	832.00	832.00	832.00	449.28-	382.72
100003147	PLUG, CMTG, TOP PLSTC, 8-5/8 IN 24- 49#, 7.58 999 402.1511 / 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
14241	SBM Halliburton Light Premium Plus 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
100005053	Chemical - Calcium Chloride Hi Test Plt 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 (Bulk) 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. 500-207 NUMBER OF EACH	411.000 1	CF each		3.20	1,315.20	710.21-	604.99
76400	ZI MILEAGE, CMT MTLs DEL/RET MIN 500-306 / MILEAGE, CMTG MTLs DEL/RET PER/TON MI. MIN NUMBER OF TONS	357.000 1.00	MI ton		1.95	696.15	375.92-	320.23
87605	ZI FUEL SURCHG-CMT & CMT ADDITIVES FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	357.000 1.00	MI ton		0.09	32.13		32.13

# HALLIBURTON

Halliburton Energy Services, Inc.

Sales Order Number: 3108493

Sales Order Date: June 01, 2004

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
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. - 8-5/8 815.19405 / 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 12-1/4 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 Cmt PSL - DOT Vehicle Charge, CMT	2.000	EA		140.40	280.80		280.80

RECEIVED  
AUG 30 2004  
KCC WICHITA



# HALLIBURTON

Halliburton Energy Services, Inc.

Sales Order Number: 3108493

Sales Order Date: June 01, 2004

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
	SALES ORDER AMOUNT					19,954.36	10,475.64	9,478.72
	Sales Tax - State							302.18
	Sales Tax - County							28.51
	SALES ORDER TOTAL							9,809.41
								US Dollars
	Total Weight: 36,144.88 LB							

*JU 7/7/04*

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AUG 30 2004  
KCC WICHITA

INVOICE INSTRUCTIONS:

Operator Name:  
Customer Agent:

Halliburton Approval: X \_\_\_\_\_  
Customer Signature: X \_\_\_\_\_

# INVOICE RECEIVED

## HALLIBURTON

Halliburton Energy Services, Inc.

Continuation

JUL 19 2004

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

Invoice Date: June 04, 2004

MIDCONTINENT

Invoice Number: 92613966

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 PELLÉT - / 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 CHRГ, CMT&ADDI 500-207 NUMBER OF EACH	411.000	CF		3.20	1,315.20	710.21	604.99
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
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
Sales Tax - County						28.51

INVOICE TOTAL

9,809.41  
US Dollars

RECEIVED

AUG 30 2004

KCC WICHITA

RECEIVED  
JUN 14 2004  
A/P - LCO

VENDOR

047766

LSE/WEEL	GEN	SUB	AMOUNT	SVC. DATE
926298-001	015	309	980941	6/4/04

DESCRIPTION:

AFE #005034

APPROVAL

DC 7/28/04

\* See page 4 of order  
for signature.

Payment Terms:

If customer does not have an approved open account with Halliburton, all sums are payable in cash at the time of performance 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>3108493</b>	TICKET DATE
BDA / STATE <b>MC/Ks</b>	COUNTY <b>HASKELL</b>
PSL DEPARTMENT <b>Cement</b>	CUSTOMER REP / PHONE <b>TIM LEWIS 1-620-353-4233</b>
SAP BOMB NUMBER <b>7521</b>	Cement Surface Casing
HES FACILITY (CLOSEST TO WELL SITE) <b>LIBERAL</b>	

REGION <b>Central Operations</b>	NWA / COUNTRY <b>Mid Continent/USA</b>
WBU ID / EMPL # <b>MCLIO101 106322</b>	H.E.S. EMPLOYEE NAME <b>DANNY McLANE</b>
LOCATION <b>LIBERAL</b>	COMPANY <b>PIONEER NATURAL RESOURCES</b>
TICKET AMOUNT <b>\$9,809.41</b>	WELL TYPE <b>02 Gas</b>
WELL LOCATION <b>SATANTA,KS</b>	DEPARTMENT <b>CEMENT</b>
LEASE NAME <b>RAY O.V.</b>	Well No. SEC / TWP / RNG <b>6-21R 21 - 29S - 347W</b>

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
McLane, D 106322	8.0			
Arnett, J 226567	8.0			
Torres, J 296373	8.0			

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10415842	40			
10011407 10011306	40			
10243558-10011591	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
	6/3/2004	6/3/2004	6/4/2004	6/4/2004
Time	1800	2100	0300	0400

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

	New/Used	Weight	Size Grade	From	To	Max. Allow
Casing	NEW	24#	8 5/8"	0	724.09	
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	
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		

Hours On Location	Operating Hours	Description of Job
Date: 6/3, Hours: 3.0	Date: 6/4, Hours: 1.0	Cement Surface Casing
Date: 6/4, Hours: 5.0		
Total: 8.0	Total: 1.0	

Ordered \_\_\_\_\_ Hydraulic Horsepower Avail. \_\_\_\_\_ Used \_\_\_\_\_  
 Treating \_\_\_\_\_ Average Rates in BPM Disp. \_\_\_\_\_ Overall \_\_\_\_\_  
 Feet 44.53 Cement Left in Pipe \_\_\_\_\_ Reason SHOE JOINT

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	200	HLC PP C	Bulk	2% CC - 1/4# FLOCELE	11.22	2.04	12.30
2	175	PREM PLUS C	Bulk	2% CC - 1/4# FLOCELE	6.36	1.35	14.80
3							
4							

**Summary**

Circulating Displacement	Preflush: BBI	5.00	Type: H2O
Breakdown MAXIMUM	Load & Bkdn: Gal - BBI		Pad: Bbl - Gal
Lost Returns -	Excess / Return BBI		Calc. Disp Bbl
Cmt Rtn#Bbl	Calc. TOC:		Actual Disp. 43.5
Average Frac. Gradient	Treatment: Gal - BBI		Disp: Bbl
Shut In: Instant 5 Min. 15 Min.	Cement Slurry BBI		LC 72.6 TC 42
	Total Volume BBI	#VALUE!	

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

THE INFORMATION STATED HEREIN IS CORRECT  
 CUSTOMER REPRESENTATIVE *Sam Lewis* SIGNATURE

<b>HALLIBURTON JOB LOG</b>				TICKET #	TICKET DATE
REGION <b>Central Operations</b>				<b>3108493</b>	
MBA ID / EMPL # <b>MCLIO101 106322</b>		MVA / COUNTRY <b>Mid Continent/USA</b>		BDA / STATE <b>MC/KS</b>	COUNTY <b>HASKELL</b>
LOCATION <b>LIBERAL</b>		H.E.S. EMPLOYEE NAME <b>DANNY McLANE</b>		PSL DEPARTMENT <b>Cement</b>	
TICKET AMOUNT <b>\$9,809.41</b>		WELL TYPE <b>02 Gas</b>		CUSTOMER REP / PHONE <b>TIM LEWIS 1-620-353-4233</b>	
WELL LOCATION <b>SATANTA,KS</b>		DEPARTMENT <b>CEMENT</b>		JOB PURPOSE CODE <b>Cement Surface Casing</b>	
LEASE NAME <b>RAY O.V.</b>		Well No. <b>6-21R</b>		RES FACILITY (CLOSEST TO WELL S) <b>LIBERAL</b>	
SEC / TWP / RNG <b>21 - 29S - 347W</b>					

HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)
	Mclane, D 106322						
	Arnett, J 226567						
	Torres, J 295373						

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Press: (PSI)			Job Description // Remarks
				NZ	CSG	Tbg	
	1800						CALLED OUT FOR JOB
	2300						JOB READY
	1900						PRE-TRIP SAFETY MEETING
	2100						PT ON LOCATION/ JOB SITE ASSESMENT
	2115						RIG UP TRUCK
	2300						BULK TRUCK ON LOCATION
	2310						HOLD SAFETY MEETING WITH DRIVER
	2330						RIG UP TRUCK
	0215						PRE JOB SAFETY MEETING
	0219						HOOK UP PLUG CONTAINER
							HOOK UP TO PUMP TRUCK
	0258				3300		PRESSURE TEST PUMP AND LINES
	0259	6.5	0		0/125		START FRESH WATER SPACER
	0300	6.5	5.0		125		START MIXING 200 SKS OF HLC PP @ 12.3 #/GAL
	0311	6.5	72.6		115		START MIXING 175 SKS OF PREMIUM PLUS @ 14.8 #/GAL
	0317		42.0				THROUGH MIXING CEMENT
	0317						SHUT DOWN _____ DROP TOP PLUG
	0318	5.5	0		0/80		START DISPLACING WITH FRESH WATER
	0326		20.0		100/150		DISPLACEMENT CAUGHT CEMENT
	0328	1.0	34.5		250/150		SLOW DOWN RATE
	0335		44.5		220/1200		PLUG LANDED AND PRESSURE UP CASING
	0336				1200/0		RELEASE PRESSURE AND FLOAT HELD
			0.5				FLOW BACK WAS HALF BBL
							CIRCULATED 15 BBL TO PIT
							THANKS FOR CALLING HALLIBURTON
							DANNY AND CREW

**RECEIVED**  
**AUG 31 2004**  
**KOC WICHITA**

# HALLIBURTON

## Work Order Contract

Order Number 3108493

Halliburton Energy Services, Inc.  
Houston, Texas 77058

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 BEEOW AND DELIVER AND SELL PRODUCTS, SUPPLIES AND MATERIALS FOR THE PURPOSE OF SERVICING:

Well No. 6-21R	Farm or Lease RAY O.V.	County HASKELL	State Ks	Well Permit Number.
Customer PIONEER NATURAL RESOURCES		Well Owner PIONEER NATURAL RESOURCES	Job Purpose Cement Surface Casing	

**THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED**

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

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

C. RELEASE AND INDEMNITY - Customer agrees to RELEASE Halliburton Group from any and all liability for any and all damages whatsoever to property of any kind owned by, in the possession of, or leased by Customer and those persons and entities Customer has the ability to bind by contract or which are co-interest owners or joint ventures with Customer. Customer also agrees to DEFEND, INDEMNIFY, AND HOLD Halliburton Group HARMLESS from and against any and all liability, claims, costs, expenses, attorney fees and damages whatsoever for personal injury, illness, death, property damage and loss resulting from:

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

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the 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 faithful 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 39.10(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 abroad 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: Sam Lewis  
CUSTOMER Authorized Signatory

DATE: 6/8/04 TIME: 11:30

### Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3108493

Sam Lewis  
CUSTOMER Authorized Signatory

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AUG 30 2004  
KCC WICHITA

# INVOICE

## HALLIBURTON

Halliburton Energy Services, Inc.

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

Wire Transfer Information

Account Number:

ABA Routing Number:

Invoice Date: June 08, 2004

Invoice Number: 92617898

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

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 AUG 30 2004  
 KCC WICHITA

Rig Name:  
 Well Name: PIONEER NAT. RAY OV 6-21R, HASKELL  
 Ship to: SATANTA, KS 67870  
 HASKELL

Job Date: June 07, 2004  
 Cust. PO No.: n/a  
 Payment Terms: net due 45 days  
 Quote No.: 21120639  
 Sales Order No.: 3116878

TO:

PIONEER NATURAL RES U S A INC  
 ATTN: ACCOUNTS PAYABLE  
 5205 N O'CONNOR BLVD, STE. 1400  
 IRVING TX 75039-3746

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

Contract No.:  
 Contract from:  
 Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - JPO35	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
		3,017	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					

# HALLIBURTON

Halliburton Energy Services, Inc.

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**KCC WICHITA**

Continuation

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

**Invoice Date: June 08, 2004**

**Invoice Number: 92617898**

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		36.44	1,037.28	497.89	539.39
*100004639	COLLAR-STOP-5 1/2"-W/DOGS XXXXXXX 806.72730 / CLAMP - LIMIT - 5-1/2 - FRICTION - / W/DOGS	1.000	EA		46.16	46.16	22.16	24.00
*100005045	KIT HALL WELD-A KIT HALLIBURTON WELD-A	1.000	EA		41.80	41.80	20.06	21.74
100001585	CHEM-KCL POTASSIUM CHLORIDE - CHEM-KCL POTASSIUM CHLORIDE - 50#	250.000	LB		0.70	175.00	94.50	80.50
372867	Cmt PSL - DOT Vehicle Charge, Cmt PSL - DOT Vehicle Charge, CMT	3.000	EA		140.40	421.20		421.20
*66994	SBM Modified Hall Light Cmt Pr 504-112	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

# INVOICE

## HALLIBURTON

Halliburton Energy Services, Inc.

Continuation

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

**Invoice Date: June 08, 2004**

**Invoice Number: 92617898**

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 CHRG, 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

Total						33,231.27	17,568.65-	15,662.62
Sales Tax - State								573.21
Sales Tax - County								54.08

INVOICE TOTAL								16,289.91
								US Dollars

RECEIVED

JUN 21 2004

MIDCONTINENT  
HUGOTON PROD

LSE/WELL	GEN	SUB	Amount	Svc. Date
926298-001	016	304	16,289.91	6/17/04

AFE 005034

[Signature]

6/17/04

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.



## SALES ORDER

# HALLIBURTON

Halliburton Energy Services, Inc.

**Sales Order Number: 3116878**

**Sales Order Date: June 06, 2004**

**SOLD TO:**

PIONEER NATURAL RES U S A INC  
A/P DEPT  
5205 N O'CONNOR BLVD ST 1400  
IRVING TX 75039-3746  
USA

**Rig Name:**

**Well/Rig Name:** PIONEER NAT. RAY OV 6-21R, HASKELL  
**Company Code:** 1100  
**Customer P.O. No.:** n/a  
**Shipping Point:** Liberal, KS, USA  
**Sales Office:** Mid-Continent BD  
**Well Type:** Gas  
**Well Category:** Development  
**Service Location:** 0037  
**Payment Terms:** net due 45 days  
**Ticket Type:** Services  
**Order Type:** ZOH

**SHIP TO:**

PIONEER NAT. RAY OV 6-21R, HASKELL  
RAY OV  
SEC21-29S-34W  
SATANTA KS 67870  
USA

RECEIVED  
AUG 30 2004  
KCC WICHITA

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - BOM	1.00	JOB					
	JP035							
1	*ZI-MILEAGE FROM NEAREST HES 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 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		3,018.00	3,018.00	1,629.72-	1,388.28
		3,017						
		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					

# HALLIBURTON

Halliburton Energy Services, Inc.

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Sales Order Number: 3116878

Sales Order Date: June 06, 2004

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
142	AXIAL FLOW MIXER, W/O ADC, /JOB, ZI 046-070 NUMBER OF JOBS	1.000 1	EA Job		718.00	718.00	387.72-	330.28
74038	ZI PLUG CONTAINER RENTAL-1ST DAY DAYS OR FRACTION (MIN1)	1.000 1	EA Days	832.00	832.00	832.00	449.28-	382.72
100007834	PLUG, CMTG, TOP AL, 5 1/2 13-23#, OIL  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 & BUTRS  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 INSR  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 HOLE, HINGED 806.60022 / CENTRALIZER ASSY - API - 5-1/2 CSG X / 7-7/8 HOLE - HINGED - W/WELDED / IMPERIAL BOWS	12.000	EA		86.44	1,037.28	497.89-	539.39
100004639	COLLAR-STOP-5 1/2"-W/DOGS  XXXXXXX 806.72730 / CLAMP - LIMIT - 5- 1/2 - FRICTION - / W/DOGS	1.000	EA		46.16	46.16	22.16-	24.00
100005045	KIT, HALL WELD-A  KIT, HALLIBURTON WELD-A	1.000	EA		41.80	41.80	20.06-	21.74
100001585	CHEM-KCL POTASSIUM CHLORIDE - 50#	250.000	LB		0.70	175.00	94.50-	80.50

# HALLIBURTON

Halliburton Energy Services, Inc.

Sales Order Number: 3116878

Sales Order Date: June 06, 2004

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
66994	SBM Modified Hall Light Cmt Prem Plus 504-112	380.000	SK		25.10	9,538.00	5,150.52-	4,387.48
100012205	Cement- Class C / Premium Plus (Bulk) 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 Test Plt 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLETT - / 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 - LB SACK	140.000	LB		3.70	518.00	279.72-	238.28
100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE BULK	2,000.000	LB		0.90	2,520.00	1,360.80-	1,159.20
100003646	CHEMICAL - HALAD-322 - 50 LB SACK 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.G. 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 MIN 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 ADDITIVES FUEL SURCHG-CMT & CMT ADDITIVES/PER TON NUMBER OF TONS	579.000	MI		0.09	52.11		52.11

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# HALLIBURTON

Halliburton Energy Services, Inc.

Sales Order Number: 3116878

Sales Order Date: June 06, 2004

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
372867	Cmt PSL - DOT Vehicle Charge, CMT	3.000	EA		140.40	421.20		421.20
	Cmt PSL - DOT Vehicle Charge, CMT							
	<b>SALES ORDER AMOUNT</b>					<b>33,231.27</b>	<b>17,568.65</b>	<b>15,662.62</b>
	Sales Tax - State							573.21
	Sales Tax - County							54.08
	<b>SALES ORDER TOTAL</b>							<b>16,289.91</b>
								US Dollars
	Total Weight: 58,713.04 LB							

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INVOICE INSTRUCTIONS:

Operator Name:  
Customer Agent:

Halliburton Approval: X \_\_\_\_\_  
Customer Signature: X John Smith

<b>HALLIBURTON JOB SUMMARY</b>		SALES ORDER NUMBER <b>3116878</b>	TICKET DATE <b>06/06/04</b>
REGION <b>Central Operations</b>	INMA / COUNTRY <b>Mid Continent/USA</b>	BDA / STATE <b>MC/Ks</b>	COUNTY <b>HASKELL</b>
MBU ID / EMP # <b>MCL10101 301261</b>	H.E.S. EMPLOYEE NAME <b>Scott Green</b>	PSL DEPARTMENT <b>Cement</b>	
LOCATION <b>LIBERAL</b>	COMPANY <b>PIONEER NATURAL RESOURCES</b>	CUSTOMER REP / PHONE <b>TIM LEWIS</b>	<b>1-620-353-4233</b>
TICKET AMOUNT <b>\$16,289.91</b>	WELL TYPE <b>01 Oil</b>	APLUMI #	
WELL LOCATION <b>Sublette, Ks</b>	DEPARTMENT <b>Cement</b>	SAP BOMB NUMBER <b>7523</b>	Cement Production Casing
LEASE NAME <b>RAY O.V.</b>	Well No <b>6-21R</b>	SEC / TWP / RNG <b>21 - 29S - 34W</b>	
		HES FACILITY (CLOSEST TO WELL SITE) <b>Liberal Ks</b>	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Green, S 301261	13.0			
Smith, B 106038	12.0			
Berumen, E 267804	8.0			
Nichols, J 288309	8.0			

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10547690	40			
10251401	40			
10011392 / 10011278	20			
10243558 / 10011276	20			

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Form. Name \_\_\_\_\_ Type: \_\_\_\_\_  
 Form. Thickness \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
 Packer Type \_\_\_\_\_ Set At \_\_\_\_\_  
 Bottom Hole Temp. \_\_\_\_\_ Pressure \_\_\_\_\_  
 Retainer Depth \_\_\_\_\_ Total Depth **3026'**

Date	Called Out	On Location	Job Started	Job Completed
	6/6/2004	6/6/2004	6/7/2004	6/7/2004
Time	2100	2330	0600	0710

Type and Size	Qty	Make
Ins. Fl. Vlv 5 1/2"	1	Howco
Float Shoe		Howco
Centralizers 5 1/2" x 7 7/8"	12	Howco
Top Plug 5 1/2"	1	Howco
HEAD 5 1/2"	1	Howco
Limit clamp 5 1/2"	1	Howco
Weld-A 5 1/2"	1	Howco
Guide Shoe 5 1/2"	1	Howco
BTM PLUG		Howco

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New	16.5#	5 1/2		0	3,019	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			7 7/8"			3,026	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		

Date	Location	Hours	Date	Hours	Description of Job
6/6		1.0	6/6	0	Cement Production Casing
6/7		8.5	6/7	1.5	
Total		9.5	Total		1.5

Ordered \_\_\_\_\_  Hydraulic Horsepower \_\_\_\_\_  
 Available \_\_\_\_\_ Used \_\_\_\_\_  
 Treating \_\_\_\_\_  Average Rates in BPM \_\_\_\_\_  
 Disposition \_\_\_\_\_ Overall \_\_\_\_\_  
 Feet **22**  Cement Left in Pipe \_\_\_\_\_  
 Reason \_\_\_\_\_ **SHOE JOINT**

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq	Yield	Lbs/Gal
1	360	MHLC C		8% TOTAL GEL - 6# GILSONITE - 6/10% HALAD-322	10.48	2.10	12.60
2	180	PREM PLUS C		6# GILSONITE - 2% CC - 6% HALAD-322 - 1/4# FLOCELE	6.98	1.51	14.50
3	20	MHLC C		8% TOTAL GEL - 6# 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.
Shut in: Instant	5 Min.	Treatment: Gal - BBI	Disp: Bbl
	15 Min	Cement Slurry BBI	134.6 / 48.4 / 7.5
		Total Volume BBI	161.50

Frac Ring #1 \_\_\_\_\_ Frac Ring #2 \_\_\_\_\_ Frac Ring #3 \_\_\_\_\_ Frac Ring #4 \_\_\_\_\_  
**THE INFORMATION STATED HEREIN IS CORRECT**  
 CUSTOMER REPRESENTATIVE \_\_\_\_\_  
 SIGNATURE *Tom Lewis*

<b>HALLIBURTON JOB LOG</b>				TICKET # <b>3116878</b>	TICKET DATE <b>06/06/04</b>
REGION <b>Central Operations</b>		NWA / COUNTRY <b>Mid Continent/USA</b>		BDA / STATE <b>MC/Ks</b>	COUNTY <b>HASKELL</b>
MBU ID / EMPL # <b>MCLI0101 301261</b>		H.E.S. EMPLOYEE NAME <b>Scott Green</b>		PSL DEPARTMENT <b>Cement</b>	
LOCATION <b>LIBERAL</b>		COMPANY <b>PIONEER NATURAL RESOURCES</b>		CUSTOMER REP / PHONE <b>TIM LEWIS 1-620-353-4233</b>	
TICKET AMOUNT <b>\$16,289.91</b>		WELL TYPE <b>01 Oil</b>		APLUM #	
WELL LOCATION <b>Sublette, Ks</b>		DEPARTMENT <b>Cement</b>		JOB PURPOSE CODE <b>Cement Production Casing</b>	
LEASE NAME <b>RAY O.V.</b>		Well No. <b>6-21R</b>	SEC / TWP / RNG <b>21 - 29S - 34W</b>	HES FACILITY (CLOSEST TO WELL'S) <b>Liberal Ks</b>	

HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)
13	Green, S 301261	13					
13	Smith, B 106038						
9	Berumen, E 287804						
9	Nichols, J 288309						

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate (GPM)	Press. (PSI) CSG, Tbg	Job Description / Remarks
6/6	2100					Called for job
	2130					Pre-trip safety meeting
	2330					Arrive at location, perform job site assessment, move Halliburton unit on & rig-up same. Rig TOOH w/- D/P
6/7	0130					Bulk trucks on locn, safety mtg w/- drivers, move on & r/u
	0230					Rig-up casing crew & R/H w/- 5 1/2" casing
	0450					Casing @ setting depth / Release ball
	0500					Rig-up cement head / Break circulation
	0510					Rig down casing crew
	0550					Safety meeting
	0600		7.5			Mix & pump 20sx plug slurry @ 12.6# for rathole
	0609				3000	Pressure test
	0611	6.5	134.8		185/300	Mix & pump 360sx lead slurry @ 12.8#
	0630	8.5	48.4		60/350	Mix & pump 180sx tail slurry @ 14.6#
	0638					Stop pumping
	0639					Clean lines
	0648					Release top plug
	0649	8.5				Displace w/- 1% KCl
	0651	6.5	24.0		450	Displacement caught cement
	0657	1.0	60.0		1070	Slow rate
	0707		71.0		1000/1566	Bump plug
	0708					Bleed off / Check float / 50bbl cement returns
						End job
						Thanks for calling Halliburton, Liberal Scott & Crew

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KCO WICHITA

# HALLIBURTON

## Work Order Contract

Order Number

3116878

Halliburton Energy Services, Inc.  
Houston, Texas 77056

70012 BAP

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

Well No. 6-21R	Farm or Lease RAY O.V.	County HASKELL	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCES		Well Owner PIONEER NATURAL RESOURCES		Job Purpose 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 HARMLESS** 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 of 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 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 absent 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:

06/06/04

TIME:

Customer Acceptance of Materials and Services

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

ORDER NUMBER

3116878

CUSTOMER Authorized Signatory

RECEIVED  
AUG 30 2004  
KCG WIGHT