

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- 15-067-21577-0000
County GRANT
 - - - Sec. 36 Twp. 29S S. R. 36W E W
330' FNL Feet from S (circle one) Line of Section
1250' FEL Feet from E (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name STUBBS, L M Well # 1-36R
Field Name HUGOTON
Producing Formation CHASE

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

Elevation: Ground 2920' Kelley Bushing 2930'
Total Depth 2921' Plug Back Total Depth 2750'
Amount of Surface Pipe Set and Cemented at 596' 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. _____
06/25/04 06/28/04 07/23/04
Spud Date or Date Reached TD Completion Date or Recompletion Date

Drilling Fluid Management Plan COAT RGR 2/19/08
(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. _____

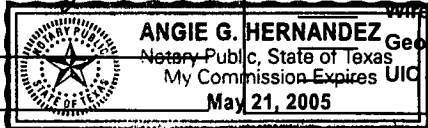
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side 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 08/24/04

Subscribed and sworn to before me this 24 day of August, 2004.

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 STUBBS, L M

Well # 1-36R

Sec. 36 Twp. 29S S.R. 36W 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Samples Sent to Geological Survey <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run (Submit Copy.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No List All E.Logs Run: PHOTO DENSITY COMP NEUTRON LOG ARRAY INDUCTION ELECTRIC LOG	<input checked="" type="checkbox"/> Log Formation (Top), Depth and Datums <input type="checkbox"/> Sample <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">Name</th> <th style="width:20%;">Top</th> <th style="width:20%;">Datum</th> </tr> </thead> <tbody> <tr> <td>CHASE</td> <td>2410'</td> <td>MD</td> </tr> <tr> <td>KRIDER</td> <td>2456'</td> <td>MD</td> </tr> <tr> <td>FT. RILEY</td> <td>2618'</td> <td>MD</td> </tr> <tr> <td>COUNCIL GROVE</td> <td>2737'</td> <td>MD</td> </tr> </tbody> </table>	Name	Top	Datum	CHASE	2410'	MD	KRIDER	2456'	MD	FT. RILEY	2618'	MD	COUNCIL GROVE	2737'	MD
Name	Top	Datum														
CHASE	2410'	MD														
KRIDER	2456'	MD														
FT. RILEY	2618'	MD														
COUNCIL GROVE	2737'	MD														

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> 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#	591'	LT. PREM+	375	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	2920'	LT PREM+	465	2%CaCl2

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
3	2410' - 2684'	ACDZ 5020 GAL 15% HCLFe. FLSH 67	
		BBL 2% KCL. FRAC 90000 GAL WFG20.	
		FLUSH 2,736 GAL WFG25. 125,029#	
		OTTAWA SAND	

TUBING RECORD	Size	Set At	Packer At N/A	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Enhr. 07/30/04	Producing Method <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls. 0	Gas Mcf 180	Water Bbls. 0	Gas-Oil Ratio ..	Gravity ..
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Disposition of Gas: METHOD OF COMPLETION Production Interval

Vented Sold Used on Lease Open Hole Perforation Dually Comp. Commingled 2410' - 2684'
 (If vented, submit ACO-18.) Other (Specify) _____

INVOICE

HALLIBURTON

Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:

ABA Routing Number:

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

Invoice Date: June 26, 2004

Invoice Number: 92648820

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

RECEIVED
 AUG 30 2004
 KCC WICHITA

Rig Name:
 Well Name: PIONEER NAT. STUBBS LM 1-36R, GRANT
 Ship to: ULYSSES, KS 67880
 GRANT

Job Date: June 25, 2004
 Cust. PO No.: N/A
 Payment Terms: net due 45 days
 Quote No.: 21120643
 Sales Order No.: 3149103

TO:

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

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

Contract No.:
 Contract from:
 Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7521	PSL - CMT SURFACE CASING - BOM JP010	1.00	JOB					
1	*ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12-	104.88
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1/2 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 600 FEET/METERS (FT/M)	1.000	EA		2,538.00	2,538.00	1,370.52-	1,167.48
132	PORTABLE DAS./DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06-	477.94
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72-	330.28

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

RECEIVED

AUG 30 2004

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

Invoice Date: June 26, 2004

KCC WICHITA Invoice Number: 92648820

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	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

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: June 26, 2004

Invoice Number: 92648820

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	9.000	SK		135.40	1,218.60	658.04	560.56
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	175.000	SK		25.07	4,387.25	2,369.12	2,018.13
3965	HANDLE&DUMP SVC CHRГ, CMT&ADDI 500-207 NUMBER OF EACH	411.000	CF		3.20	1,315.20	710.21	604.99
		1	each					
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	357.000	MI		1.95	696.15	375.92	320.23
		1.00	ton					
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	357.000	MI		0.09	32.13		32.13
		1.00	ton					
Total						19,954.36	10,475.64	9,478.72
Sales Tax - State								302.18
INVOICE TOTAL								9,780.90
RECEIVED								US Dollars
JUL 02 2004								
MIDCONTINENT HUGOTON PROD.								
RECEIVED								
AUG 30 2004								
KCC WICHITA								
VENDOR: 047766								
LSE/WELL		GEN SUB		Amount		Syc. Date		
426294-001		015 309		9,780.90		6/25/04		
AFE 005030								

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 LOG			TICKET # 3149103	TICKET DATE 06/25/04
REGION Central Operations		NWA / COUNTRY Mid Continent/USA		BDA / STATE MC/Ks
MBU ID / EMPL # MCLO103 212723		H.E.S EMPLOYEE NAME JERRAKO EVANS		COUNTY GRANT
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		PSL DEPARTMENT Cement
TICKET AMOUNT \$9,780.90		WELL TYPE 02 Gas		CUSTOMER REP / PHONE TIM LEWIS 1-620-353-4233
WELL LOCATION HICKOK, KS		DEPARTMENT CEMENT		APUUM #
LEASE NAME STUBBS L.M.		SEC 7 TWP / RNG 36 - 29S - 36W		JOB PURPOSE CODE Cement Surface Casing
Well No. 1-36R		HES FACILITY (CLOSEST TO WELL'S) LIBERAL		

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Evans, J 212723	3.5				
Pollock, T 106089	3.5				
Beasley, J 299920	3.6				

Chart No.	Time	Rate (BPM)	Volume (BBL/HR)	Rate (IN2)	Press. (PSI)		Job Description / Remarks
					CSO	Tbg	
	1400						CALLED OUT FOR JOB
	1800						JOB READY
	1530						PRE-TRIP SAFETY MEETING
	1700						PT ON LOCATION/ JOB SITE ASSESMENT
	1715						RIG UP TRUCKS
							RIG STILL DRILLING
	1800						START PULLING DP
							RIG UP CASING CREW
	1900						START RUNNING CASING & FE (8 5/8)
	1945						CASING ON BOTTOM (679 FT)
	1950						HOOK UP PC& CIRC IRON/ CIRC WITH RIG PUMP
							HOOK UP TO PT
	2013				1800		TEST LINES
	2016	6.5'	5'		100'		PUMP WATER SPACER
	2017	6.0	73.0		125		START MIXING LEAD CMT @12.3# (200 SX HLC PP C)
	2030	6.0	42.0		150		START MIXING TAIL CMT @14.8# (175 SX PP C)
							SHUT DOWN / DROP PLUG
	2039	6.0	0-		175		START DISP WITH FRESH WATER
	2046	2.0	25.0		200		SLOW RATE 10 BBLs LEFT ON DISP
	2050	2.0	35.0		800		BUMP PLUG
	2051				800-0		RELEASE FLOAT HELD
							CIRC CMT TO PIT
							THANKS FOR CALLING HALLIBURTON
							JERRAKO & CREW

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AUG 30 2004
KCC WICHITA

HALLIBURTON JOB SUMMARY

REGION Central Operations		MNA / COUNTRY Mid Contitnent/USA		SALES ORDER NUMBER 3149103		TICKET DATE 06/25/04	
MBU ID / EMPL # MCLIO103 212723		H.E.S. EMPLOYEE NAME JERRAKO EVANS		BGA / STATE MC/Ks		COUNTY GRANT	
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES 3		PSL DEPARTMENT Cement		CUSTOMER REP / PHONE TIM LEWIS 1-620-353-4233	
TICKET AMOUNT \$9,780.90		WELL TYPE 02 Gas		APU/W #			
WELL LOCATION HICKOK, KS		DEPARTMENT CEMENT		SAP BOMB NUMBER 7521		Cement Surface Casing	
LEASE NAME STUBBS L.M.		Well No. 1-36R		SEC / TWP / RNG 36 - 29S - 36W		HES FACILITY (CLOSEST TO WELL SITE) LIBERAL	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Evans, J 212723	3.5			
Pollock, T 106089	3.5			
Beasley, J 299920	3.5			

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AUG 30 2004

H.E.S. UNIT #S / (R/T MILES)	R/T MILES	R/T MILES	R/T MILES	R/T MILES
10415642	40			
10219237	40			
10011392-10011590	20			

KCC WICHITA

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
	6/25/2004	6/25/2004	6/25/2004	6/25/2004
Time	1400	1800	2015	2130

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

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	24#	8 5/8"		0	579	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"			596	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	Hours	Date	Hours	Description of Job
6/25	3.5	6/25	6.5	Cement Surface Casing
Total	3.5	Total	6.5	

Ordered _____ Hydraulic Horsepower _____ Used _____
 Treating _____ Average Rates in BPM _____ Overall _____
 Feet 45 _____ Cement Left in Pipe _____ Reason _____ SHOE JOINT

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	200	HLC PP C			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	Prerush:	BBI
Lost Returns	MAXIMUM	Load & Bkdn:	Gal - BBI
Cmt Rtrn#Bbl	Actual TOC	Excess /Return	BBI
Average	Frac. Gradient	Calc. TOC:	
Shut In: Instant	5 Min. 15 Min.	Treatment	Gal - BBI
		Cement Slurry	BBI
		Total Volume	BBI 160.00

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

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____
Tim Lewis
 SIGNATURE

HALLIBURTON

Work Order Contract

Order Number

3149103

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

Well No. 1-36R	Form or Lease STUBBS L.M.	County 23 GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		Well Owner PIONEER NATURAL RESOURCES	Job Purpose 3046 Cement Surface Casing	

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED.

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

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

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

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

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the unseaworthiness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all their officers, directors, employees, consultants and agents. Customer's RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insured 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 38.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor 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:

Tom Leue
CUSTOMER Authorized Signatory

DATE:

06/25/04

TIME:

1730

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3149103

Tom Leue
CUSTOMER Authorized Signatory

RECEIVED
AUG 30 2004
KCC WICHITA

INVOICE

HALLIBURTON

Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:

ABA Routing Number:

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

Invoice Date: June 29, 2004

Invoice Number: 92654048

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

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Rig Name:
 Well Name: PIONEER NAT. STUBBS LM 1-36R, GRANT
 Ship to: ULYSSES, KS 67880
 GRANT

Job Date: June 29, 2004
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 21120644
Sales Order No.: 3151289

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

TO:

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

Contract No.:
Contract from:
Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - JP035	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12	104.88
		1	unit					
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1 FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	40.000	MI		0.26	10.40		10.40
		1	unit					
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58	61.82
		1	unit					
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
		1	unit					
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA	2,800 FT	2,802.00	2,802.00	1,513.08	1,288.92
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06	477.94
		1	Days					
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72	330.28
		1	Job					

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Continuation

AUG 30 2004

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

Invoice Date: June 29, 2004

KCC WICHITA Invoice Number: 92654048

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

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Halliburton 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 CHR, 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

VENDOR 047766

LSE/WELL	GEN SUB	Amount	Svc Date
926294-001	016 319	14,581.18	6/29/04

AFE 005030 5/27/04

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 3151289	TICKET DATE 06/29/04
BDA / STATE MC/Ks	COUNTY GRANT
PEL DEPARTMENT Cement	CUSTOMER REP / PHONE TIM LEWIS 1-620-353-4233
SAP BOMB NUMBER 7523	Cement Production Casing
WELL FACILITY (CLOSEST TO WELL SITE) Liberal, Ks	

REGION Central Operations	NWA / COUNTRY Mid Continent/USA
MEU ID / EML # MCL10110 / 217398	H.E.S. EMPLOYEE NAME Mickey Cochran
LOCATION LIBERAL	COMPANY PIONEER NATURAL RESOURCES
TICKET AMOUNT \$14,581.18	WELL TYPE 01 Oil
WELL LOCATION HICKOK, KS	DEPARTMENT ZI
LEASE NAME STUBBS L.M.	Well No. SEC / TWP / RNG 1-36R 36 - 29S - 36W

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Cochran, M 217398	6.0			
Arnett, J 228567	6.0			
Olds, R	6.0			
Walker, C	6.0			

H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10441883	40			
10589601	40			
10010752/10011278	20			
10010748/10011272	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
	6/28/2004	6/28/2004	6/29/2004	6/29/2004
Time	2100	2300	0254	0355

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

Well Data	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	15.5#	5 1/2		0	2,920	
Liner							
Tubing							
Drill Pipe							
Open Hole			7 7/8"				Shots/Ft.
Perforations							
Perforations							
Perforations							

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

Hours On Location	Operating Hours	Description of Job
Date: 6/28 Hours: 1.0	Date: 6/29 Hours: 1.0	Cement Production Casing
Date: 6/29 Hours: 5.0		
Total Hours: 6.0	Total Hours: 1.0	

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

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq	Yield	Lbs/Gal
1	285	MHLC C		8% TOTAL GEL - 5# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.50
2	180	PREM PLUS C		5# GILSONITE - 2% CC - 6% HALAD-322 - 1/4# FLOCELE	6.98	1.51	14.50
3	20	MHLC C		8% TOTAL GEL - 5# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.50
4							

Summary			
Circulating Breakdown	Displacement	Preflush: BBI	Type: _____
Lost Returns - Y	MAXIMUM	Load & Bkdn: Gal - BBI	Pad: Bbl - Gal _____
Cmt Rtn#Bbl	Lost Returns - N	Excess /Return BBI	Calc. Disp Bbl _____
Average	Actual TOC	Calc. TOC: _____	Actual Disp. _____
Shut In: Instant	Frac. Gradient	Treatment: Gal - BBI	Disp: Bbl _____
	5 Min. _____ 15 Min. _____	Cement Slurry BBI	_____
		Total Volume BBI	231.00

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

HALLIBURTON JOB LOG				TICKET #	TICKET DATE	
REGION Central Operations		NWA / COUNTRY Mid Continent/USA		BDA / STATE MC/Ks	COUNTY GRANT	
NBU ID / EMPL # MCL10110 / 217398		H.E.S EMPLOYEE NAME Mickey Cochran		PSL DEPARTMENT Cement		
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		CUSTOMER REP / PHONE TIM LEWIS 1-620-353-4233		
TICKET AMOUNT \$14,581.18		WELL TYPE 01 Oil		API/UNI #		
WELL LOCATION HICKOK, KS		DEPARTMENT ZI		JOB PURPOSE CODE Cement Production Casing		
LEASE NAME STUBBS L.M.		Well No. 1-36R	SEC / TWP / RNG 36 - 29S - 36W	HES FACILITY (CLOSEST TO WELL) Liberal, Ks		
HRS HES EMP NAME/EMP # (EXPOSURE HOURS)		HRS HES EMP NAME/EMP # (EXPOSURE HOURS)		HRS HES EMP NAME/EMP # (EXPOSURE HOURS)		
Cochran, M 217398						
Arnett, J 226567						
Olds, R						
Walker, C						
Chart No.	Time	Rate (BPM)	Volume (BBL/HR)	Rate (GPM)	Press. (PSI)	Job Description / Remarks
6-28	2300					JOB READY
	2200					PRETRIP SAFTY MEETING
	2300					ARRIVE ON LOCATION
	2305					PREJOB SAFTY MEETING W/ HALLIBURTON CREW
	2310					SPOT EQUIPMENT
	2315					RIG UP EQUIPMENT
	2400					START CASING
6-29	0150					CASING ON BOTTOM & CIRCULATE W/ RIG PUMP(S)
	0254				2500	PRESSURE TEST PUMPS & LINES
	0255	6.0	107.0		300	START LEAD CEMENT 285 SKS @ 12.6#
	0314	6.0	48.0		200	START TAIL CEMENT 180 SKS @14.5#
	0326					SHUT DOWN & WASH PUMP & LINES
	0329					DROP PLUG
	0334	6.0	0		50	START DISPLACEMENT W/ 1% KCL
	0336	6.0	10.0		150	DISPLACEMENT CAUGHT CEMENT
	0345	2.0	59.0		700	SLOW RATE
	0350	2.0	69.0		1500	BUMP PLUG
	0352	0			0	RELEASE — FLOAT HELD
	0353					END JOB
					880	PRESSURE BEFORE PLUG LANDED
						CIRCULATED CEMENT TO PIT
THANK YOU FOR CALLING HALLIBURTON						
MICKEY & CREW						

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HALLIBURTON

Work Order Contract

Halliburton Energy Services, Inc.
Houston, Texas 77056

Order Number

3151289

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. 1-36R	Farm or Lease STUBBS L.M.	County 2 GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		Well Owner PIONEER NATURAL RESOURCES 3046		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-venturers 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 ownership of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member 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, licensors 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 herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts 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: Jim Lewis
CUSTOMER Authorized Signatory

DATE: 06/28/04 TIME: 23:00

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3151289

Jim Lewis
CUSTOMER Authorized Signatory