

ORIGINAL

WELL COMPLETION FORM

RECEIVED

SEP 23 2004

WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 04824

Name: PIONEER NATURAL RESOURCES USA, INC.

Address ATTN: LINDA KELLY - ROOM 1325

City/State/Zip IRVING, TX 75039

Purchaser: PIONEER NATURAL RESOURCES USA, INC.

Operator Contact Person: LINDA KELLY

Phone (972) 444-9001

Contractor: Name: VAL DRILLING

License: 5822

Wellsite Geologist: _____

Designate Type of Completion

New Well Re-Entry Workover

Oil SWD SIOW Temp. Abd.

Gas ENHR SIGW

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

If Workover/Reentry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date _____ Original Total Depth _____

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

Plug Back _____ Plug Back Total Depth _____

Commingled _____ Docket No. _____

Dual Completion _____ Docket No. _____

Other (SWD or Enhr?) _____ Docket No. _____

07/26/04 07/29/04 08/28/04
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

API NO. 15- 15-067-21575-0000

County GRANT

SW/4 - NW/4 - SW/4 Sec. 23 Twp. 30S S. R. 36W E W

1700' FSL Feet from S (circle one) Line of Section

660' FWL Feet from EW (circle one) Line of Section

Footages Calculated from Nearest Outside Section Corner:

(circle one) NE SE NW SW

Lease Name TEETER, JW Well # 15-23R

Field Name HUGOTON

Producing Formation CHASE

Elevation: Ground 2910.92' Kelley Bushing 2921'

Total Depth 2811' Plug Back Total Depth 2785'

Amount of Surface Pipe Set and Cemented at 634' Feet

Multiple Stage Cementing Collar Used? Yes No

If yes, show depth set _____ Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sx cmf.

Drilling Fluid Management Plan ALT #1 KJR 6/14/07
(Data must be collected from the Reserve Pit)

Chloride content 1000 ppm Fluid volume 3000 bbls

Dewatering method used DRY OUT/EVAPORATION/BACKFILL

Location of fluid disposal if hauled offsite:

Operator Name PIONEER NATURAL RESOURCES

Lease Name _____ License No. _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ E W

County _____ Docket No. _____

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

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Linda Kelly

Title ENGINEERING TECH Date 09/21/04

Subscribed and sworn to before me this 21 day of September, 2004.

Notary Public Angie G. Hernandez

Date Commission Expires MAY 21, 2005

KCC Office Use ONLY

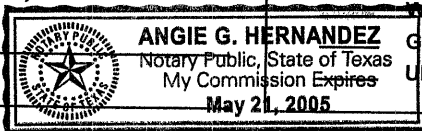
Letter of Confidentiality Attached

If Denied, Yes Date: _____

Wireline Log Received

Geologist Report Received

UIC Distribution



INVOICE

RECEIVED
SEP 23 2004
KCC WICHITA

HALLIBURTON
Halliburton Energy Services, Inc.

Wire Transfer Information
Account Number:
ABA Routing Number:

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

Invoice Date: July 28, 2004

Invoice Number: 92704896

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

Rig Name:
Well Name: PIONEER NAT. TEETER JW 15-23R, GRAN
Ship to: ULYSSES, KS 67880
GRANT

Job Date: July 27, 2004
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 21120431
Sales Order No.: 3199793

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
		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		2,538.00	2,538.00	1,370.52-	1,167.48
		700	FT					
132	PORTABLE DAS./DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06-	477.94
		1	Days					
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72-	330.28
		1	Job					

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Halliburton Energy Services, Inc.

Continuation

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

Invoice Date: July 28, 2004

Invoice Number: 92704896

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

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Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLETT - / 94- 97% CACL 2 - 80# BAG	9.000	SK		135.40	1,218.60	658.04	560.56
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	175.000	SK		25.07	4,387.25	2,369.12	2,018.13
3965	HANDLE&DUMP SVC 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
								US Dollars

RECEIVED

JUL 30 2004

MIDCONTINENT
HUGOTON PROD.

VENDOR: *0417766*

LSEWELL	GEN	SUB	Amount	Sys. Date
926295-001	015	305	9780.90	7/27/04

AFE 005031

SH ✓
BC 8/12/04

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 3199793	TICKET DATE 07/26/04
REGION Central Operations	NWA / COUNTRY Mid Continent/USA	BOA / STATE MC/Ks	COUNTY GRANT
MBU ID / EMP # MCLI0110 / 217398	H.E.S. EMPLOYEE NAME Mickey Cochran	PSL DEPARTMENT Cement	
LOCATION LIBERAL	COMPANY PIONEER NATURAL RESOURCES 3	CUSTOMER REP / PHONE STEVE HADDOCK 1-620-353-4220	
TICKET AMOUNT \$9,780.90	WELL TYPE 02 Gas	APU/UVI #	
WELL LOCATION HICKOK, KS	DEPARTMENT ZI	SAP BOMB NUMBER 7521	Cement Surface Casing
LEASE NAME TEETER J.W.	Well No. SEC / TWP / RNG 15-23R 23 - 30S - 36W	HES FACILITY (CLOSEST TO WELL SITE) Liberal, Ks	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Cochran, M 217398	7.0			
Arnett, J 226567	7.0			
Tate, N 106953	7.0			

H.E.S. UNIT #S / (R/T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10441883	40			
10589601	40			
10011406/10011591	20			

Form. Name _____	Type: _____	Date	Called Out 7/26/2004	On Location 7/27/2004	Job Started 7/27/2004	Job Completed 7/27/2004
Form. Thickness _____	From _____ To _____	Time	2230	0130	0636	0714
Packer Type _____	Set At _____					
Bottom Hole Temp. _____	Pressure _____					
Retainer Depth _____	Total Depth _____					

Type and Size	Qty	Make
Float Collar INSERT	1	H
Float Shoe		O
Centralizers	4	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	24#	8 5/8"		KB	636	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"				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 _____	In _____
Perfpac Balls _____	Qty. _____	
Other _____		
Other _____		
Other _____		
Other _____		

Hours On Location	Operating Hours	Description of Job
Date: 7/27	Hours: 7.0	Cement Surface Casing
Date: 7/27	Hours: 1.0	
Total	7.0	
Total	1.0	

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

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

Summary			
Circulating _____	Displacement _____	Preflush: BBI _____	Type: FRESH H2O
Breakdown _____	MAXIMUM _____	Load & Bkdn: Gal - BBI _____	Pad: Bbl - Gal _____
Lost Returns _____	Lost Returns _____	Excess /Return BBI _____	Calc. Disp Bbl _____
Cmt Rtn#Bbl _____	Actual TOC _____	Calc. TOC: _____	Actual Disp. _____
Average _____	Frac. Gradient _____	Treatment: Gal - BBI _____	Disp: Bbl _____
Shut In: Instant _____	5 Min. _____	Cement Slurry BBI _____	
	15 Min _____	Total Volume BBI _____	158.00

Frac Ring #1 _____	Frac Ring #2 _____	Frac Ring #3 _____	Frac Ring #4 _____
THE INFORMATION STATED HEREIN IS CORRECT CUSTOMER REPRESENTATIVE _____ SIGNATURE <i>A. J. [Signature]</i>			

HALLIBURTON

Work Order Contract

Order Number

3199793

Halliburton Energy Services, Inc.
Houston, Texas 77056

70912 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. 15-23R	Farm or Lease TEETER J.W.	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		Well Owner PIONEER NATURAL RESOURCES 3046		Job Purpose

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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

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

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

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

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

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts at no risk or liability to Halliburton Group. Customer shall be responsible for damage to or loss of Halliburton group equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton group equipment damaged by corrosion or abrasion due to well effluents.

E. LIMITED WARRANTY - Halliburton warrants only title to the equipment, products, and materials supplied under this Contract and that same are free from defects in workmanship and materials for thirty (30) days from the date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.

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

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

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

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

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

SIGNED:



CUSTOMER Authorized Signatory

DATE:

07/26/04

TIME:

02:00

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3199793



CUSTOMER Authorized Signatory

RECEIVED
SEP 23 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: July 30, 2004

Invoice Number: 92714401

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

Rig Name:
Well Name: PIONEER NAT. TEETER JW 15-23R, GRAN
Ship to: ULYSSES, KS 67880
GRANT

Job Date: July 30, 2004
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 21120432
Sales Order No.: 3208132

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

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 - JP035	1.00	JOB					
1	*ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12	104.88
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1 FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	40.000	MI		0.26	10.40		10.40
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58	61.82
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA	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
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72	330.28

RECEIVED
SEP 23 2004
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Continuation

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Halliburton Energy Services, Inc.

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

Invoice Date: July 30, 2004

Invoice Number: 92714401

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 XXXXXXXX 806.72730 / CLAMP - LIMIT - 5-1/2 - FRICTION - / W/DOGS	1.000	EA		46.16	46.16	22.16-	24.00
*100005045	KIT, HALL WELD-A KIT, HALLIBURTON WELD-A	1.000	EA		41.80	41.80	20.06-	21.74
100001585	CHEM-KCL POTASSIUM CHLORIDE - CHEM-KCL POTASSIUM CHLORIDE - 50#	250.000	LB		0.70	175.00	94.50-	80.50
372867	Cmt PSL - DOT Vehicle Charge, Cmt PSL - DOT Vehicle Charge, CMT	3.000	EA		-140.40	421.20		421.20
*66994	SBM Modified Hall Light Cmt Pr 504-112	305.000	SK		25.10	7,655.50	4,133.97-	3,521.53
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	180.000	SK		25.07	4,512.60	2,436.80-	2,075.80

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HALLIBURTON
Halliburton Energy Services, Inc.

AUG 03 2004

Continuation

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

MIDCONTINENT
HILICOTON BRAND

Invoice Date: July 30, 2004

Invoice Number: 92714401

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLETT - / 94- 97% CACL 2 - 80# BAG	5.000	SK		135.40	677.00	365.58	311.42
*100005049	Chemical - Flocele (25 lb sk) XXXXXXX 89050071 / FLOCELE - 3/8 - 25 LB SACK	122.000	LB		3.70	451.40	243.76	207.64
*100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE - BULK	2,425.000	LB		0.90	2,182.50	1,178.55	1,003.95
*100003646	CHEMICAL - HALAD-322 - 50 LB S 507-775516.00144 / CHEMICAL - HALAD-322 - 50 LB SACK	268.000	LB		11.70	3,135.60	1,693.22	1,442.38
3965	HANDLE&DUMP SVC CHR, CMT&ADDI 500-207 NUMBER OF EACH	595.000	CF		3.20	1,904.00	1,028.16	875.84
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	501.000	MI		1.95	976.95	527.55	449.40
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	501.000	MI		0.09	45.09		45.09
	Total					29,789.05	15,713.64	14,075.41
	Sales Tax - State							505.77
	INVOICE TOTAL							14,581.18 US Dollars

VENDOR *047766*

LSEWELL	GEN SUB	Amount	Svc Date
92714401	01	14,581.18	7/30/04

AFEOU3031

BC 8/13/04

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 LOG

TICKET #	3208132	TICKET DATE	07/30/04
BDA / STATE	MC/Ks	COUNTY	GRANT
PSL DEPARTMENT	Cement		
CUSTOMER REP / PHONE	STEVE HADDOCK	1-620-353-4220	
AP/WI #			
JOB PURPOSE CODE			
RES FACILITY (CLOSEST TO WELL)	LIBERAL.KS.		

REGION	Central Operations	NWA / COUNTRY	Mid Continent/USA
MBU ID / EMPL #	MCL / IO104	H.E.S EMPLOYEE NAME	JOHN WOODROW
LOCATION	LIBERAL	COMPANY	PIONEER NATURAL RESOURCES
TICKET AMOUNT	\$14,581.18	WELL TYPE	02 Gas
WELL LOCATION	ULYSSES.KS.	DEPARTMENT	CEMENT
LEASE NAME	TEETER J.W.	Well No.	15-23R
		SEC / TWP / RNG	23 - 30S - 36W

HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HES EMP NAME/EMP # (EXPOSURE HOURS)	HRS
Woodrow, J 105848		Beasley, J 299920					
Wiltshire, M 195811	2	Torres, J 295373					
		Schawo, N 222552					

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Press (PSI)			Job Description / Remarks
				N2	CSG	Tbg	
	0600						JOB READY
	0200						CALLED OUT FOR JOB
	0600						PUMP TRUCK & BULK CMT. ON LOCATION
	0610						PRE JOB SITE ASSESMENT / SPOT EQUIP. / RIG UP
	0700						START RUNNING 5 1/2 CASING & FLOAT EQUIP.
							CASING ON BOTTOM (2793 FT.)
							HOOK UP 5 1/2 P/C & CIRCULATING IRON
	1010						START CIRCULATING WITH RIG PUMP
	1030						HOLD PRE JOB SAFETY MEETING
	1045		3.0				PLUG RH WITH 10 SKS CMT.
	1050						THROUGH CIRCULATING / HOOK UP TO PUMP TRUCK
							(JOB PROCEDURE)
	1054				2500		TEST PUMP & LINES
	1057	6.0	0-102		450-150		START MIXING 275 SKS LEAD CMT. @ 12.6#/GAL
	1115	6.0	0-48		150-200		START MIXING 180 SKS TAIL CMT. @ 14.5#/GAL
	1122						THROUGH MIXING CMT. / SHUT DOWN
	1123						CLEAN PUMP & LINES / RELEASE PLUG
	1129	6.0			200		START DISPLACING WITH 1% KCL WATER
	1135		30.0		400		HAVE 30 BBLs. OUT / HAVE CMT. RETURNS TO SURFACE
	1139		55.0		900-800		HAVE 55 BBLs. OUT / SLOW RATE TO 3 1/2 BPM
	1143				930		MAX LIFT PRESSURE BEFORE LANDING PLUG
	1143		66.0		1500		PLUG DOWN / RELEASE FLOAT
							FLOAT HELD
							CIRCULATED 35 BBLs. / 90 SKS TO SURFACE
							THANK YOU FOR CALLING HALLIBURTON !!!!
							(WOODY & CREW)



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HALLIBURTON

Work Order Contract

Halliburton Energy Services, Inc.
Houston, Texas 77056

Order Number

3208132

70012 SAP

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

Well No. 15-23R	Farm or Lease TEETER J.W.	County 21 GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCES		Well Owner PIONEER NATURAL RESOURCES 3046	Job Purpose	

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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

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

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

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

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

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts at no risk or liability to Halliburton Group. Customer shall be responsible for damage to or loss of Halliburton group equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton group equipment damaged by corrosion or abrasion due to well effluents.

E. LIMITED WARRANTY - Halliburton warrants only title to the equipment, products, and materials supplied under this Contract and that same are free from defects in workmanship and materials for thirty (30) days from the date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or, at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON GROUP. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton Group shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to or caused by the active or passive negligence, fault or strict liability of any member or members of Halliburton Group. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.

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

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

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

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

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

SIGNED:


CUSTOMER Authorized Signatory

DATE:

07/30/04

TIME:

06:00

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3208132


CUSTOMER Authorized Signatory