

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

ORIGINAL

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- 15-189-22471-0000
County STEVENS
- SE - SW - SW Sec. 1 Twp. 31S S. R. 38W E W
330' FSL Feet from S (circle one) Line of Section
800' FWL Feet from E (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name MASON Well # 2-1R
Field Name PANOMA
Producing Formation COUNCIL GROVE

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

Elevation: Ground 3031' Kelley Bushing 3041'
Total Depth 3137' Plug Back Total Depth 3115'
Amount of Surface Pipe Set and Cemented at 590' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx 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. _____
08/16/04 08/19/04 09/17/04
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

Drilling Fluid Management Plan DATA #1 RGR 6/22/07
(Data must be collected from the Reserve Pit)
Chloride content 1000 ppm Fluid volume 3000 bbls
Dewatering method used DRY OUT/EVAPORATION/BACKFILL
Location of fluid disposal if hauled offsite:
Operator Name PIONEER NATURAL RESOURCEES
Lease Name _____ License No. _____
Quarter _____ Sec. _____ Twp. _____ S. R. E W
County _____ Docket No. _____

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

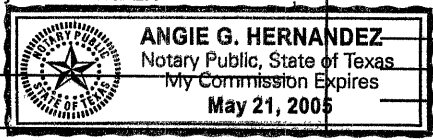
All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Linda Kelly
Title ENGINEERING TECH Date 12/14/04

Subscribed and sworn to before me this 14TH day of DECEMBER
20 04

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

Operator Name PIONEER NATURAL RESOURCES USA, INC.

Lease Name MASON

Well # 2-1R

Sec. 1 Twp. 31S S.R. 38W East West

County STEVENS

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
 CEMENT BOND LOG

Name	Formation (Top), Depth and Datums	
	Top	Datum
CHASE	2340'	MD
KRIDER	2390'	MD
FT. RILEY	2555'	MD
COUNCIL GROVE	2664'	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#	591'	LT. PREM+	400	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	3137'	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)	
		Amount	Depth
4	2684' - 3034'	ACDZ 4800 GAL 15% HCLFe. FLSH 88	
		BBL 2% KCL. FRAC 14000 GAL WFG20, +	
		47000 GAL WFG30+15,000# MESH SAND	
		103,000# OTTAWA SAND.FLSH 2683 GAL	

TUBING RECORD	Size	Set At	Packer At	Liner Run
	2 3/8"	3038.35'	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Enhr.	Producing Method			
12/03/04	<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
		51		-- --

Disposition of Gas: Vented Sold Used on Lease Open Hole Perforation Dually Comp. Commingled 2684' - 3034'

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

HALLIBURTON JOB SUMMARY

SALES ORDER NUMBER 3243032	TICKET DATE
BDA / STATE MC/Ks	COUNTY STEVENS
PSL DEPARTMENT Cement	CUSTOMER REP / PHONE DAVID HIGGINS 1-620-353-8548
API/AM #	SAP BOMB NUMBER 7523
HES FACILITY (CLOSEST TO WELL SITE) Liberal Ks	

REGION Central Operations	NWA / COUNTRY Mid Continent/USA
MU ID / EMPL # MCL10101 301261	H.E.S. EMPLOYEE NAME Scott Green
LOCATION LIBERAL	COMPANY PIONEER NATURAL RESOURCES
TICKET AMOUNT \$16,319.27	WELL TYPE 01 Oil
WELL LOCATION Hugoton, Ks	DEPARTMENT Cement
LEASE NAME MASON	Well No. 2-1R
	SEC / TWP / RNG 1 - 31S - 38W

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Green, S 301261	7.0			
Smith, B 106036	7.0			
Cunningham, L 310568	7.0			
Howard, A.J. 285427	7.0			

H.E.S. UNIT #6 / (R/T MILES)	R/T MILES	R/T MILES	R/T MILES	R/T MILES
10547695	40			
10251401	40			
10011406 / 10011591	20			
10010752 / 10286731	20			

Form Name _____ Type: _____
 Form Thickness _____ From _____ To _____
 Packer Type _____ Set At _____
 Bottom Hole Temp. _____ Pressure _____
 Retainer Depth _____ Total Depth **3,137'**

Date	Called Out	On Location	Job Started	Job Completed
	8/20/2004	8/20/2004	8/20/2004	8/20/2004
Time	1300	1545	2100	2158

Type and Size	Qty	Make
Ins Fl Vlv 5 1/2"	1	Howco
Float Shoe		Howco
Centralizers 5 1/2" x 7 7/8"	14	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

Well Data	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New	16.5#	5 1/2		0	3,140.96	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			7 7/8"		580	3,137	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	
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		

Hours On Location	Operating Hours	Description of Job
Date: 8/20	Hours: 7.0	Cement Production Casing
Date: 8/20	Hours: 1.5	
Total	7.0	

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Ordered _____	<input checked="" type="checkbox"/> Hydraulic Horsepower	Used _____
Treating _____	<input checked="" type="checkbox"/> Average Rates in BPM	Overall _____
Feet 20.65	<input checked="" type="checkbox"/> 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 - 5# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.60
2	180	PREM PLUS C		5# GILSONITE - 2% CC - .6% HALAD-322 - 1/4# FLOCELE	6.96	1.51	14.50
3	20	MHLC C		8% TOTAL GEL - 5# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.60
4							

Summary			
Circulating Breakdown _____	Displacement _____	Preflush: BBI _____	Type: _____
Lost Returns _____	MAXIMUM _____	Load & Bkdn: Gal - BBI _____	Pad: Bbl - Gal _____
Cmt Rtn#Bbl _____	Lost Returns-1 _____	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. _____	Cement Slurry BBI _____	LS - 134.6 / TS - 48.4
	15 Min. _____	Total Volume BBI _____	257.00

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

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____

 SIGNATURE

INVOICE

HALLIBURTON
Halliburton Energy Services, Inc.

Wire Transfer Information
Account Number:
ABA Routing Number:

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

Invoice Date: August 17, 2004

Invoice Number: 92740204

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. MASON 2-1R, STEVENS
Ship to: MOSCOW, KS 67952
STEVENS
Job Date: August 17, 2004
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 21120437
Sales Order No.: 3237017
Manual Ticket No.:
Shipping Point: LIBERAL Hwy 54 W. Ship Pt.
Ultimate Destination Country: US
Customer Account No.: 304606

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

Contract No.:
Contract from:
Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7521	PSL - CMT SURFACE CASING - BOM JP010	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12	104.88
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1 FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	40.000	MI		0.26	10.40		10.40
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58	61.82
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA		2,538.00	2,538.00	1,370.52	1,167.48
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06	477.94
142	AXIAL FLOW MIXER,W/O ADC,/JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72	330.28

HALLIBURTON

Work Order Contract

Order Number 3243032

Halliburton Energy Services, Inc.
Houston, Texas 77056

70012 SAP

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

Well No. 2-1R	Farm or Lease MASON	County STEVENS	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 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 its/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 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 Canton 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: 8-20-2014

TIME: _____

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3243032

CUSTOMER Authorized Signatory

INVOICE

<h2 style="margin: 0;">HALLIBURTON</h2> <p style="font-size: small; margin: 0;">Halliburton Energy Services, Inc.</p> <p style="margin: 5px 0 0 0;">Remit To : P.O. Box 203143, Houston, TX 77216-3143</p>	<p>Wire Transfer Information</p> <p>Account Number:</p> <p>ABA Routing Number:</p>
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Invoice Date: August 17, 2004	Invoice Number: 92740204
<p>DIRECT CORRESPONDENCE TO: P.O. Box 1598 Liberal, KS 67905-1598 US Tel: (620)624-3879 Fax: (620)624-9745</p>	<p>Rig Name: Well Name: PIONEER NAT. MASON 2-1R, STEVENS Ship to: MOSCOW, KS 67952 STEVENS</p> <p>Job Date: August 17, 2004 Cust. PO No.: N/A Payment Terms: net due 45 days Quote No.: 21120437 Sales Order No.: 3237017 Manual Ticket No.: Shipping Point: LIBERAL Hwy 54 W. Ship Pt. Ultimate Destination Country: US Customer Account No.: 304606</p>
<p>TO: PIONEER NATURAL RES U S A INC OPERATIONS DEPT. PO BOX 1006 ULYSSES KS 67880</p>	<p>Contract No.: Contract from: Contract to:</p>

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

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 KCC WICHITA

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: August 17, 2004

Invoice Number: 92740204

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
*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 SRD 12A825.217 / SHOE - GUIDE - 8- 5/8 SRD	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 SRD / 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	100.000	LB		3.70	370.00	199.80	170.20

INVOICE

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Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: August 17, 2004

Invoice Number: 92740204

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	200.000	SK		25.07	5,014.00	2,707.56	2,306.44
3965	HANDLE&DUMP SVC CHR, CMT&ADDI 500-207 NUMBER OF EACH	437.000	CF		3.20	1,398.40	755.14	643.26
76400	ZI MILEAGE,CMT MTL DEL/RET MI 500-306 / MILEAGE,CMTG MTL DEL/RET PER/TON MI.MIN NUMBER OF TONS	381.000	MI		1.95	742.95	401.19	341.76
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	381.000	MI		0.09	34.29		34.29
Total						20,735.47	10,896.27	9,839.20
Sales Tax - State								318.00

INVOICE TOTAL

10,157.20
US Dollars

RECEIVED

AUG 18 2004

**MIDCONTINENT
HUGOTON PROD.**

VENDOR <u>0477106</u>		DH ✓
LSE/WELL	GEN SUB	Amount
<u>926292-001</u>	<u>03309</u>	<u>10,157.20</u>
		Syc Date
		<u>8/17/04</u>
<u>AFE 005028</u>		<u>Be 8/31/04</u> ✓

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

Work Order Contract

Order Number 3237017

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. 2-1R	Firm or Lease MASON	County STEVENS	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		Well Owner PIONEER NATURAL RESOURCES 3046	Job Purpose Cement Surface Casing	

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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

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

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

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

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations will apply even if the liability and claims are caused by the sole, concurrent, active or passive negligence, fault, or strict liability of one or more members of the Halliburton Group, the unseaworthiness of any vessel or any defect in the data, products, supplies, materials or equipment furnished by any member or members of the Halliburton Group whether in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all 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 policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

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

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

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

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

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

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

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

SIGNED:

David W. Huggin

CUSTOMER Authorized Signatory

DATE:

08/17/04

TIME:

0200

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3237017

David W. Huggin
CUSTOMER Authorized Signatory

RECEIVED
DEC 16 2004
KCC WICHITA

INVOICE

HALLIBURTON

Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:

ABA Routing Number:

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

Invoice Date: August 21, 2004

Invoice Number: 92748301

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. MASON 2-1R, STEVENS
 Ship to: MOSCOW, KS 67952
 STEVENS

Job Date:

August 20, 2004

Cust. PO No.:

N/A

Payment Terms:

net due 45 days

Quote No.:

21120438

Sales Order No.:

3243032

Manual Ticket No.:

Shipping Point:

LIBERAL Hwy 54 W. Ship Pt.

Ultimate Destination Country:

US

Customer Account No.:

304606

TO:

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

Contract No.:

Contract from:

Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - JP035	1.00	JOB					
1	"ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	40.000	MI		5.70	228.00	123.12	104.88
		1	unit					
86955	ZI FUEL SURCHG-HEAVY TRKS >1 1 FUEL SURCHG-HEAVY TRKS >1 1/2 TON/PER MI Number of Units	40.000	MI		0.26	10.40		10.40
		1	unit					
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	40.000	MI		3.36	134.40	72.58	61.82
		1	unit					
86954	ZI FUEL SURCHG-CARS/PICKUPS<1 FUEL SURCHG-CARS/PICKUPS<1 1/2TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
		1	unit					
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA		3,018.00	3,018.00	1,629.72	1,388.28
		3,137	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					

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: August 21, 2004

Invoice Number: 92748301

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					
45	5 1/2 HWE TOP PLUG 019-000	1.000	EA		129.49	129.49	62.15-	67.34
372867	Cmt PSL - DOT Vehicle Charge, Cmt PSL - DOT Vehicle Charge, CMT	3.000	EA		140.40	421.20		421.20
*100004723	SHOE - GUIDE - 5-1/2 8RD 12A825.205 / SHOE - GUIDE - 5- 1/2 8RD	1.000	EA		243.48	243.48	116.87-	126.61
*100076173	FLOAT-IFV,5 1/2,8RD,LG,8RD & B VALVE ASSEMBLY, INSERT FLOAT, 5-1/2 / 14-23 LBS/FT, 8RD, LG 8RD AND BUTTRESS	1.000	EA		300.06	300.06	144.03-	156.03
*100013930	FILUP ASSY,1.250 ID,4 1/2,5 IN 27815.19113 / FILLUP ASSY - 1.250 ID - 4-1/2 - / 5 IN. INSERT FLOAT VALVE	1.000	EA		72.57	72.57	34.84-	37.73
*100004476	CTRZR ASSY,5 1/2 CSG X 7 7/8 H 806.60022 / CENTRALIZER ASSY - API - 5-1/2 CSG X / 7-7/8 HOLE - HINGED - W/WELDED / IMPERIAL BOWS	14.000	EA		86.44	1,210.16	580.88-	629.28
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
*66994	SBM Modified Hall Light Cmt Pr 504-112	380.000	SK		25.10	9,538.00	5,150.52-	4,387.48
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	180.000	SK		25.07	4,512.60	2,436.80-	2,075.80
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	5.000	SK		135.40	677.00	365.58-	311.42

RECEIVED
DEC 16 2004
KCC WICHITA

RECEIVED

AUG 25 2004

Continuation

HALLIBURTON
Halliburton Energy Services, Inc.

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

MIDCONTINENTAL
HOUSTON TX 77002

Invoice Date: August 21, 2004

Invoice Number: 92748301

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100005049	Chemical - Flocele (25 lb sk) XXXXXXX 890.50071 / FLOCELE - 3/8 - 25 LB SACK	140.000	LB		3.70	518.00	279.72	238.28
*100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE - BULK	2,800.000	LB		0.90	2,520.00	1,360.80	1,159.20
*100003646	CHEMICAL - HALAD-322 - 50 LB S 507-775516.00144 / CHEMICAL - HALAD-322 - 50 LB SACK	309.000	LB		11.70	3,615.30	1,952.26	1,663.04
3965	HANDLE&DUMP SVC CHRГ, CMT&ADDI 500-207 NUMBER OF EACH	689.000	CF		3.20	2,204.80	1,190.59	1,014.21
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	579.000	MI		1.95	1,129.05	609.69	519.36
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	579.000	MI		0.09	52.11		52.11
	Total					33,390.18	17,644.93	15,745.25
	Sales Tax - State							574.02
	INVOICE TOTAL							16,319.27

US Dollars

RECEIVED
DEC 16 2004
KCC WICHITA

VENDOR 047766

D.H. ✓

USE/WELL	GEN SUB	Amount	Svg Date
244292-001	016309	14,319.27	8/20/04

APE 005038

BE 8/31/04 ✓

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.