

ORIGINAL

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form ACO-1
September 1999
Form must be Typed

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: KCC WICHITA

API NO. 15- 15-067-21574-0000
County GRANT
NE - NE - SW - SW Sec. 5 Twp. 30S S. R. 35W E W
1250' FNL Feet from SW (circle one) Line of Section
1250' FWL Feet from EW (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name BROLLIER, JERRY Well # 1-5SR
Field Name HUGOTON

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

Producing Formation CHASE
Elevation: Ground 2939' Kelley Bushing 2949'
Total Depth 2857' Plug Back Total Depth 2831'
Amount of Surface Pipe Set and Cemented at 631' 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. _____
06/29/04 07/02/04 08/09/04
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

Drilling Fluid Management Plan OUTI R/R 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.

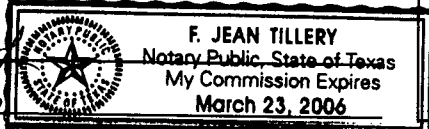
All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete and correct to the best of my knowledge.

Signature Linda Kelly
Title ENGINEERING TECH Date 08/25/04

Subscribed and sworn to before me this 25TH day of AUGUST, 2004.

Notary Public F. Jean Tillery

Date Commission Expires 3/23/06



KCC Office Use ONLY
 Letter of Confidentiality Attached
If Denied, Yes Date: _____
 Wireline Log Received
 Geologist Report Received
 UIC Distribution

INVOICE

HALLIBURTON

Halliburton Energy Services, Inc.

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

Wire Transfer Information

Account Number:

ABA Routing Number:



Invoice Date: June 30, 2004

Invoice Number: 92659945

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

RECEIVE

JUL 02 2004

Rig Name:
 Well Name: PIONEER NAT. BROILLER JERRY 1-55R,
 Ship to: ULYSSES, KS 67880
 GRANT

Job Date: June 30, 2004
Cust. PO No.: NA
Payment Terms: net due 45 days
Quote No.: 21120423
Sales Order No.: 3155302

TO:

MIDCONTINENT PRODUCTION INC
PIONEER NATURAL RES OPERATIONS DEPT.
PO BOX 1006
ULYSSES KS 67880

RECEIVED

AUG 30 2004

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 1/2 TON/PER/MI Number of Units	40.000	MI		0.09	3.60		3.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METERS (FT/M)	1.000	EA	700 FT	2,538.00	2,538.00	1,370.52	1,167.48
132	PORTABLE DAS/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1.000	JOB		1,039.00	1,039.00	561.06	477.94
142	AXIAL FLOW MIXER,W/O ADC./JOB. 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72	330.28

VENDOR

047766

LSE/Well	GEN	SUB	Amount	Svc. Date

INVOICE

Continuation

HALLIBURTON

Halliburton Energy Services, Inc.

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

Invoice Date: June 30, 2004

Invoice Number: 92659945

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MIN1)	1.000	EA	832.00		832.00	449.28	382.72
*100003147	PLUG,CMTG.TOP PLSTC,8-5/8 IN 2 999 402.15111 / PLUG - CMTG - TOP PLASTIC - 8-5/8 IN. / 24-49# - 7.580 MIN/8.097 MAX CSG ID - / SYNTHETIC SERVICE	1.000	EA		244.49	244.49	117.35	127.14
*100004727	SHOE - GUIDE - 8-5/8 8RD 12A825.217 / SHOE - GUIDE - 8- 5/8 8RD	1.000	EA		383.14	383.14	183.91	199.23
*100004702	VALVE ASSY-INSERT FLOAT-8-5/8 24A- 815.19502 / VALVE ASSY - INSERT FLOAT - 8-5/8 8RD / CSG 24#	1.000	EA		424.03	424.03	203.54	220.49
*100013933	FILLUP ASSY - 1.500 ID - 7 IN. 815.19405 / FILLUP ASSY - 1.500 ID - 7 IN. - 8-5/8 / INSERT FLOAT VALVE	1.000	EA		93.87	93.87	45.06	48.81
*100004521	CENTRALIZER ASSY - 8-5/8 CSG X 40806.61048 / CENTRALIZER ASSY - 8-5/8 CSG X 12-1/4 / HOLE - HINGED - W/WELDED STANDARD / BOWS	4.000	EA		109.77	439.08	210.76	228.32
*100004616	BASKET-CMT-8-5/8 CSG-SLIP-ON-S 806.71460 / BASKET - CEMENT - 8-5/8 CSG - SLIP-ON / - STEEL BOWS - CANVAS	1.000	EA		372.98	372.98	179.03	193.95
*100004642	CLP,LIM,8 5/8,FRICT,WTH DOGS XXXXXXXX 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) XXXXXXXX 890.50071 / FLOCELE - 3/8 - 25 LB SACK	94.000	LB		3.70	347.80	187.81	159.99

RECEIVED
AUG 30 2004
KCC WICHITA

INVOICE RECEIVED

Continuation

HALLIBURTON
Halliburton Energy Services, Inc.

J

JUL 02 2004

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

MIDCONTINENT

Invoice Date: June 30, 2004

HUGOTON Invoice Number: 92659945

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 CHR, CMT&ADDI 500-207 NUMBER OF EACH	411.000	CF		3.20	1,315.20	710.21	604.99
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	357.000	MI		1.95	696.15	375.92	320.23
87605	ZI FUEL SURCHG-CMT & CMT ADDIT FUEL SURCHG-CMT & CMT ADDITIVES/PER TNM NUMBER OF TONS	357.000	MI		0.09	32.13		32.13
Total						19,954.36	10,475.64	9,478.72
Sales Tax - State								302.18
INVOICE TOTAL								9,780.90 US Dollars

**RECEIVED
AUG 30 2004
KCC WICHITA**

VENDOR: 047764

SE/WELL	GEN	SUB	Amount	Svc. Date
926381	001	015	9,780.90	6/30/04
AFE 005017				

*SH ✓
7-6-04*

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

REGION Central Operations		NWA / COUNTRY Mid Continent/USA		SALES ORDER NUMBER 3155302	TICKET DATE 06/30/04
MCL ID / EMP # MCL10101 301261		H.E.S. EMPLOYEE NAME Scott Green		BDA / STATE MC/Ks	COUNTY GRANT
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		PBL DEPARTMENT Cement	
TICKET AMOUNT \$9,780.90		WELL TYPE 01 Oil		CUSTOMER REP / PHONE STEVE HADDOCK 1-620-353-4220	
WELL LOCATION Hickok, Ks		DEPARTMENT Cement		SAP BOMB NUMBER 7521	Cement Surface Casing
LEASE NAME BROILER JERRY		Well No. 1-55R	SEC / TWP / RNS 5 - 30S - 35W	RES FACILITY (CLOSEST TO WELL SITE) Liberal Ks	

HEB EMP NAME / EMP # / (EXPOSURE HOURS)	HRB	HRB	HRB	HRB
Green, S 301261	6.0			
Ollphant, C 243055	6.0			
Witshire, M 195811	6.0			

HEB UNIT #B / (R/T MILES)	R/T MILES	R/T MILES	R/T MILES	R/T MILES
10415641	40			
10889601	40			
10011406 / 10011276	20			

Form Name _____ Type: _____
 Form Thickness _____ From _____ To _____
 Packer Type _____ Set At _____
 Bottom Hole Temp. _____ Pressure _____
 Retainer Depth _____ Total Depth **631'**

Date	Called Out	On Location	Job Started	Job Completed
	6/29/2004	6/30/2004	6/30/2004	6/30/2004
Time	2200	0100	0540	0615

Type and Size	Qty	Make
Ins. Float Vlv 8 5/8"	1	Howco
Float Shoe		Howco
Centralizers 8 5/8" x 12 1/4"	4	Howco
Top Plug 8 5/8"	1	Howco
HEAD 8 5/8"	1	Howco
Limit clamp 8 5/8"	1	Howco
Weld-A	1	Howco
Guide Shoe 8 5/8"	1	Howco
BTM PLUG		Howco

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	New	24#	8 5/8"		0	629	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"		KB	631	Shots/Ft.
Perforations							
Perforations							
Perforations							

Materials

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

Date	On Location	Hours	Date	Hours	Description of Job
6/30		6.0	6/30	1.5	Cement Surface Casing
Total		6.0	Total	1.5	

Ordered _____ Hydraulic Horsepower Avail. _____ Used _____
 Treating _____ Average Rates in BPM Disp. _____ 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		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: water
Breakdown _____	MAXIMUM _____	Load & Bkdn: Gal - BBI _____	Pad: Bbl - Gal _____
Lost Returns - Y _____	Lost Returns - N _____	Excess /Return BBI _____	Calc. Disp Bbl _____
Cmt Rtm#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 _____	

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

THE INFORMATION STATED HEREIN IS CORRECT

CUSTOMER REPRESENTATIVE _____ SIGNATURE _____

HALLIBURTON JOB LOG		TICKET #	TICKET DATE
Central Operations		3155302	06/30/04
REGION	NWA / COUNTRY	BOA / STATE	COUNTY
Central Operations	Mid Continent/USA	MC/Ks	GRANT
MBU ID / EMPL #	H.E.B. EMPLOYEE NAME	PSL DEPARTMENT	
MCLI0101 301261	Scott Green	Cement	
LOCATION	COMPANY	CUSTOMER REP / PHONE	
LIBERAL	PIONEER NATURAL RESOURCES	STEVE HADDOCK 1-620-353-4220	
TICKET AMOUNT	WELL TYPE	API/WI #	
\$9,780.90	01 Oil		
WELL LOCATION	DEPARTMENT	JOB PURPOSE CODE	
Hickok, Ks	Cement	Cement Surface Casing	
LEASE NAME	Well No.	SEC / TWP / RNG	RES FACILITY (CLOSEST TO WELL)
BROILLER JERRY	1-55R	5 - 30S - 35W	Liberal Ks

HRS	HEA EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HEA EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HEA EMP NAME/EMP # (EXPOSURE HOURS)	HRS	HEA EMP NAME/EMP # (EXPOSURE HOURS)	HRS
	Green, S 301261							
	Oilphant, C 243055							
	Wiltshire, M 195811							

Chart No.	Time	Rate (BPM)	Volume (BBL/100L)	Rate (IN/2)	Press. (PSI) (CSG) (TSG)	Job Description / Remarks
	2200					Called for job
	2300					Pre-trip safety meeting
	0100					Arrive at location, perform job site assessment, move Halliburton unit on & rig-up same. Rig drg 12 1/4" hole
	0130					Bulk truck on locn, safety mtg w/- driver, spot & r/u same
	0200					T.D. hole @ 630' / Circulate & condition hole
	0230					Drop survey / TOOH w/- DP
	0315					Rig-up casing crew
	0345					RIH w/- 8 5/8" casing
	0500					Wash down 10' / Casing @ setting depth
	0515					Drop ball/Rig-up cement head / Break circulation
	0520					Safety meeting
	0525					Rig down casing crew
	0539				2000	Pressure test
	0540	3.0	5.0		45/100	Pump spacer ahead
	0542	6.5	73.0		100/200	Mix & pump 200ex lead slurry @ 12.3#
	0553	6.5	42.0		100/250	Mix & pump 175ex tail slurry @ 14.8#
	0600					Stop pumping / Drop top plug
	0601	3.0/7.0				Displace w/- water
	0607	2.0	27.0		200	Slow rate
	0611		37.0		200/785	Bump plug
	0612					Bleed off / Check float
	0615					End job - 1766' cement returns to surface
						Thanks for calling Halliburton, Liberal
						Scott & Crew

RECEIVED
AUG 30 2004
KCC WICHITA

HALLIBURTON

Work Order Contract

Order Number 3155302

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. 1-55R	Farm or Lease BROILER JERRY	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE	Well Owner PIONEER NATURAL RESOURCES	Job Purpose Cement Surface Casing		

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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

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

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

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

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


CUSTOMER Authorized Signatory

DATE:

06/30/04

TIME:

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3155302


CUSTOMER Authorized Signatory

RECEIVED
AUG 3 2 04
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 05, 2004

Invoice Number: 92666599

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. BROILLER JERRY 1-55R,
Ship to: ULYSSES, KS 67880
GRANT

Job Date: July 03, 2004

Cust. PO No.: NA

Payment Terms: net due 45 days

Quote No.: 21120424

Sales Order No.: 3162459

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

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AUG 30 2004

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

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Continuation

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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					
*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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Continuation

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Halliburton Energy Services, Inc.

JUL 12 2004

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

MIDCONTINENT

Invoice Date: July 05, 2004

HUGOTON BRON **Invoice Number: 92666599**

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) XXXXXXXX 890.50071 / 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

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SDV

VENDOR *0477166*

USE/WEELL	GEN SUB	Amount	Svc Date
<i>92666599-001</i>	<i>016 309</i>	<i>14,581.18</i>	<i>7/13/04</i>
<i>AFE 005017</i>		<i>BC</i>	<i>7/16/04</i>

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

3162459

Halliburton Energy Services, Inc.
Houston, Texas 77056

70012 6AP

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. 1-55R	Form or Lease BROILER JERRY	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCE		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 twelfth 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 unconsciousness 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 caused by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policies. Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

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



CUSTOMER Authorized Signatory

DATE:

07/03/04

TIME:

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 3162459



CUSTOMER Authorized Signatory

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