

ORIGINAL

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 04824
Name: PIONEER NATURAL RESOURCES USA, INC.
Address ATTN: LINDA KELLY - ROOM 1325
City/State/Zip IRVING, TX 75039
Purchaser: PIONEER NATURAL RESOURCES USA, INC.
Operator Contact Person: LINDA KELLY
Phone (972) 444-9001
Contractor: Name: VAL DRILLING
License: 5822
Wellsite Geologist: _____
Designate Type of Completion

New Well Re-Entry Workover
 Oil SWD SLOW 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. _____
06/08/04 06/11/04 NOT COMPLETED
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

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API NO. 15- 15-067-21573-0000
County GRANT
 - NW - SW - SW Sec. 19 Twp. 29S S. R. 35W E W
990' FSL Feet from S(circle one) Line of Section
330' FWL Feet from E(circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE NW SW
Lease Name KING CN Well # 4-19R
Field Name PANOMA
Producing Formation COUNCIL GROVE
Elevation: Ground 3019' Kelley Bushing 3029'
Total Depth 3100' Plug Back Total Depth 3071'
Amount of Surface Pipe Set and Cemented at 657' Feet
Multiple Stage Cementing Collar Used? Yes No
If yes, show depth set _____ Feet
If Alternate II completion, cement circulated from _____
feet depth to _____ w/ _____ sx cmt.

Drilling Fluid Management Plan Part I KGR 2/21/08
(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 10/20/04

Subscribed and sworn to before me this 20TH day of OCTOBER
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 KING, CN

Well # 4-19R

Sec. 19 Twp. 29S S.R. 35W East West

County GRANT

INSTRUCTIONS: Show important tops and base of formations penetrated. Detail all cores. Report all drill stem tests giving interval tested, time tool open and closed, flowing and shut-in pressures, whether shut-in pressure reached static level, hydrostatic pressures, bottom hole temperature, fluid recovery, and flow rates if gas to surface during test. Attach extra sheet if more space is needed. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken (Attach Additional Sheets.) 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
COMPACT FORMATION TESTER LOG

Log Formation (Top), Depth and Datums Sample

Name	Top	Datum
CHASE	2492'	MD
KRIDER	2537'	MD
FT. RILEY	2695'	MD
COUNCIL GROVE	2814'	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#	657'	LT. PREM+	375	2%CaC12
PRODUCTION	7-7/8"	5-1/2"	15.5#	3100'	LT PREM+	540	2%CaC12

ADDITIONAL CEMENTING/SQUEEZE RECORD

Purpose	Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives
Perforate				
Protect Casing				
Plug Back TD				
Plug Off Zone				

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
4	2820' - 2966'	ACDZ 6600 GAL 15% HCLFe. FLSH 45	
		BBL 20#WFG. FRAC 14000 GAL WFG20, +	
		49,862 GAL WFG30+15,000# MESH SAND	
		+ 103,000# OTTAWA SAND	

TUBING RECORD	Size 2 3/8"	Set At 2983'	Packer At N/A	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Enhr. no sale yet	Producing Method <input type="checkbox"/> Flowing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls. 0	Gas Mcf	Water Bbls. 0	Gas-Oil Ratio --	Gravity --
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Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented Sold Used on Lease

Open Hole Perforation Dually Comp. Commingled

2820' - 2966'

(If vented, submit ACO-18.)

Other (Specify)

INVOICE

HALLIBURTON
Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:

ABA Routing Number:

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

Invoice Date: June 09, 2004

Invoice Number: 92619529

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. KING CN 4-19R, GRANT
Ship to: ULYSSES, KS 67880
GRANT

Job Date: June 09, 2004
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 21120641
Sales Order No.: 3120147

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

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

Contract No.:
Contract from:
Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
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 1/2 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)	700	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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Continuation

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Invoice Date: June 09, 2004

Invoice Number: 92619529

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 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

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Invoice Date: June 09, 2004

Invoice Number: 92619529

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 CHRQ, 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 PERTON 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

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DCONTINENT
JGOTON PROJ

VENDOR 04 7766

LSEWELL	GEN: SUB	Amount	Sys Date
92619529.001	015 309	9780.90	06/09/04

AFE 005025

BC 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		NAFTA / COUNTRY Mid Continent/USA		SALES ORDER NUMBER 3120147	TICKET DATE 06/09/04
MAIL ID / EMPLOYEE MCLO103 106304		I.L.C. EMPLOYEE NAME TYCE DAVIS		SDA / STATE MC/Ks	COUNTY GRANT
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		PCL DEPARTMENT Cement	
TICKET AMOUNT \$9,780.90		WELL TYPE 02 Gas		CUSTOMER REP / PHONE STEVE HADDOCK 1-620-353-4220	
WELL LOCATION LAND SE HICKOCK		DEPARTMENT CEMENT		GAP BOMB NUMBER 7521	Cement Surface Casing
LEASE NAME KING C.N.		Well No. 4-19R	SEC / TWP / R4G 19 - 29S - 35W	NEE FACILITY (CLOSEST TO WELL SITE) Liberal Ks.	

HEB EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Davis, T 106304	0.0			
Wille D. 226409	0.0			
Howard, A.J. 285427	0.0			

H.E.S. UNIT #31 (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
10219237	40			
10011406-10011591	20			

Form Name: _____	Type: _____			
Form Thickness: _____	From _____ To _____			
Packer Type: _____	Set At _____			
Bottom Hole Temp. _____	Pressure _____			
Retainer Depth: _____	Total Depth: _____			
Date	Called Out	On Location	Job Started	Job Completed
	6/9/2004	6/9/2004	6/9/2004	6/9/2004
Time	2200	0030	0530	0600

Tools and Accessories

Type and Size	Qty	Make
Float Collar INSERT	1	HOWCO
Float Shoe FILL TUBE	1	HOWCO
Centralizers S-4	4	HOWCO
Top Plug 5W	1	HOWCO
HEAD PC	1	HOWCO
Limit clamp	1	HOWCO
Weld-A	1	HOWCO
Guide Shoe REG	1	HOWCO
BTM PLUG BASKET	1	HOWCO

Well Data

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	24#	8 5/8"		0	858	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			12 1/4"				Shots/Ft
Perforations							
Perforations							
Perforations							

Materials

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

Operating Hours

Date	Hours	Date	Hours	Description of Job
6/9				Cement Surface Casing

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Ordered	Hydraulic Horsepower	Used
Average Rates in BPM	Disp	Overall
Feet	Cement Left in Pipe	Reason
42'		SHOE JOINT

Cement Data

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	176	PREM PLUS.C		2% CC - 1/4# FLOCELE	6.38	1.38	14.80

Summary

Circulating Breakdown	Displacement	Preflush: BBI	Type:
Lost Returns	MAXIMUM	Load & Bkdn: Gal - BBI	Pad:Bbl -Gal
Cmt Rtn#Bbl	Lost Returns	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	
	15 Min	Total Volume BBI	
			39
			175.0
			164.00

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 #	3120147	TICKET DATE	06/09/04
BDA / STATE	MC/Ks	COUNTY	GRANT
PSL DEPARTMENT	Cement		
CUSTOMER REP / PHONE	STEVE HADDOCK	1-620-353-4220	
JOB PURPOSE CODE	Cement Surface Casing		
WELL FACILITY (CLOSEST TO WELL #)	Liberal Ks.		

REGION	Central Operations	NWA / COUNTRY	Mid Continent/USA
MBU ID / EMPL #	MCL103 106304	WELL EMPLOYEE NAME	TYCE DAVIS
LOCATION	LIBERAL	COMPANY	PIONEER NATURAL RESOURCES
TICKET AMOUNT	\$9,780.90	WELL TYPE	02 Gas
WELL LOCATION	LAND SE HICKOCK	DEPARTMENT	CEMENT
LEASE NAME	KING C.N.	Well No.	4-19R
		SEC7 TWP / R9W3	19 - 29S - 35W

HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)	HRS	EMP NAME/EMP # (EXPOSURE HOURS)
	Davis, T 106304						
	Wille D. 225409						
	Howard, A.J. 285427						

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate (IN2)	Press. (PSI)		Job Description / Remarks
					CSO	Tbg	
	2200						CALLED OUT FOR JOB
	0030						ON LOCATION RIG DRILLING
	0300						START S.B.D.P
	0330						OUT OF HOLE W/DP RIG UP CASERS
	0400						START CASING AND FE
	0450						CASING ON BOTTOM HOOK UP PC AND CIRC LINES
	0458						BREAK CIRC W/RIG
	0500						CIRC TO PIT
	0515						THRU CIRC HOOK LINES TO PT
	0521				2000		PSI TEST LINES
	0524	7.0	5.0		200		PUMP H2O SPACER
	0525	7.0	73.0		180		PUMP 200SX P+LITE @ 12.3#
	0535	6.5	42.0		200		PUMP 176SX P+ @ 14.8#
	0542						SHUT DOWN DROP PLUG
	0544	5.0	39.0		100		PUMP DISPLACEMENT
	0553	2.0	39.0		170		29 BBLs IN SLOW RATE
	0602	2.0	39.0		230-750		LAND PLUG
	0603				750-0		RELEASE FLOAT - HELD
	0605						JOB OVER
							CIRCULATED 48BBLs CEMENT TO SURFACE

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HALLIBURTON

Work Order Contract

Order Number 3120147

Halliburton Energy Services, Inc.
Houston, Texas 77058

70012 SAP

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

Well No. 4-19R	Firm or Lease KING C.N.	County GRANT	State Ks	Well Permit Number
Customer PIONEER NATURAL RESOURCES	Well Owner PIONEER NATURAL RESOURCES	Job Purpose Cement Surface Casing		

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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

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

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

loss of well control services to control a wild well whether underground or above the surface; reservoir or underground damage, including loss of oil, gas, other minerals, flashovers 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 its other 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:



CUSTOMER Authorized Signatory

DATE:

06/09/04

TIME:

0130

Customer Acceptance of Materials and Services

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

ORDER NUMBER

3120147


CUSTOMER Authorized Signatory

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INVOICE

HALLIBURTON

Halliburton Energy Services, Inc.

Wire Transfer Information

Account Number:

ABA Routing Number:

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

Invoice Date: June 13, 2004

Invoice Number: 92625650

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. KING CN 4-19R,GRANT
 Ship to: ULYSSES, KS 67880
 GRANT

Job Date: June 13, 2004

Cust. PO No.: N/A

Payment Terms: net due 45 days

Quote No.: 21120642

Sales Order No.: 3126866

Manual Ticket No.:

Shipping Point: LIBERAL Hwy 54 W. Ship Pt.

Ultimate Destination Country: US

Customer Account No.: 304606

TO:

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

Contract No.:

Contract from:

Contract to:

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
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	MILBAGE 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 3,100 FEET/METERS (FT/M) 001-018 / CSG PUMPING,ADD HR,ZI	1.000	EA		3,018.00	3,018.00	1,629.72	1,388.28
16092	ADDITIONAL HOURS (PUMPING EQUI HOURS)	1.000	EA					
		1.00	hr					
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					

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Halliburton Energy Services, Inc.

Continuation

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

Invoice Date: June 13, 2004

Invoice Number: 92625650

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
142	AXIAL FLOW MIXER, W/O ADC, /JOB, 046-070 NUMBER OF JOBS	1.000	EA		718.00	718.00	387.72	330.28
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MINI)	1.000	EA	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	34.83	37.74
*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	380.000	SK		25.10	9,538.00	5,150.52	4,387.48

* - Taxable Item

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Halliburton Energy Services, Inc.

Continuation

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

Invoice Date: June 13, 2004

Invoice Number: 92625650

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*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
*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						33,231.27	17,568.64-	15,662.63
Sales Tax - State								573.21
INVOICE TOTAL								16,235.84
								US Dollars

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MIDCONTINENT
HUGOTON PROD.

VENDOR <i>047766</i>			
LSE/WEILL	GEN SUB	Amount	Svc Date
<i>92625650-001</i>	<i>016 309</i>	<i>16,235.84</i>	<i>06/13/04</i>
<i>AFE 005025</i>			<i>RC 7/6/04 ✓</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 JOB SUMMARY

3126866

06/13/04

REGION Central Operations	AREA / COUNTRY Mid Continent/USA	BDA / STATE MC/Ks	COUNTY GRANT
MRU ID / EMPL # MCL0101 106322	WELL EMPLOYEE NAME DANNY McLANE	PEL DEPARTMENT Cement	
LOCATION LIBERAL	COMPANY PIONEER NATURAL RESOURCES	CUSTOMER REP / PHONE STEVE HADDOCK 1-620-353-4220	
TICKET AMOUNT \$16,235.83	WELL TYPE 02 Gas	APLUMS #	
WELL LOCATION Hickok Ks	DEPARTMENT CEMENT	SAP BOND NUMBER 7523	Cement Production Casing
LEASE NAME KING C.N.	Well No. 4-19R	SEC / TRAP / BND 19 - 29S - 35W	SEE FACILITY (CLOSEST TO WELL SITE) LIBERAL

WELL EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
McLane, D 106322	16.0			
Arnett, J 226587	16.0			
Beruner, E 267804	7.5			
Schawo, N 222552	7.5			

N.E.A. UNIT #S / (R/T MILES)	R/T MILES	R/T MILES	R/T MILES	R/T MILES
10415642	40			
10011407 / 10011306	40			
10244148 / 10286731	20			
10010748 / 10011272	20			

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

Date	Called Out	On Location	Job Started	Job Completed
	8/12/2004	8/12/2004	8/13/2004	8/13/2004
Time	1700	1900	0300	0400

Tools and Accessories

Type and Size	Qty	Make
Insert 5 1/2	1	HOWCO
Float Shoe		
Centralizers 5 1/2	12	HOWCO
Top Plug 5 1/2	1	HOWCO
HEAD 5 1/2	1	HOWCO
Limit clamp 5 1/2	1	HOWCO
Weld-A	1	HOWCO
Guide Shoe 5 1/2	1	HOWCO
Basket		

Well Data

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	15.6#	5 1/2		0	3102.88	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole			7 7/8"				Shots/Ft.
Perforations							
Perforations							
Perforations							

Materials

Material	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

Date	Hours	Date	Hours	Description of Job
8/12	5.0	8/13	1.0	Cement Production Casing
8/13	5.0			
Total	10.0	Total	1.0	

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Hydraulic Horsepower

Ordered	Avail	Used
Treating	Average Rate (in BPM)	Overall
Feet 21.12	Cement Left in Pipe	Reason
		SHOE JOINT

Cement Data

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	360	MHLC C	Bulk	8% TOTAL GEL - 6# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.60
2	180	PREM PLUS C	Bulk	6# GILSONITE - 2% CC - 6% HALAD-322 - 14# FLOCELE	6.98	1.61	14.60
3	20	MHLC C	Bulk	8% TOTAL GEL - 6# GILSONITE - 6/10% HALAD-322 -	10.48	2.10	12.60
4							

Summary

Circulating Breakdown	Displacement	Preflush	BBI	Type
Lost Returns	MAXIMUM	Load & Bkdn:	Gal - BBI	Pad: Bbl - Gal
Cmt Rtn #Bbl	Actual TOC	Excess / Return	BBI	Calc. Disp Bbl
Average	Frac. Gradient	Calc. TOC:		Actual Disp.
Shut In: Instant	5 Min.	Treatment:	Gal - BBI	Disp: Bbl
	15 Min.	Cement Slurry	BBI	LC 134.6, TC 48.4
		Total Volume	BBI	#VALUE!

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

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE A. H. [Signature]
 SIGNATURE

HALLIBURTON JOB LOG				TICKET # 3126866	TICKET DATE 06/13/04
REGION Central Operations		AREA / COUNTRY Mid Continent/USA		SDA / STATE MC/KS	COUNTY GRANT
ASBU ID / EMPL # MCLIO101 106322		H.E.S. EMPLOYEE NAME DANNY McLANE		PSL DEPARTMENT Cement	
LOCATION LIBERAL		COMPANY PIONEER NATURAL RESOURCES		CUSTOMER REP / PHONE STEVE HADDOCK 1-620-353-4220	
TICKET AMOUNT \$16,235.83		WELL TYPE 02 Gas		APIUM #	
WELL LOCATION Hickok,Ks		DEPARTMENT CEMENT		JOB PURPOSE CODE Cement Production Casing	
LEASE NAME KING C.N.		Well No. 4-19R		SECT / TRAP / RING 19 - Z9S - 35W	
HES FACILITY (CLOSEST TO WELL #) LIBERAL					

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
Mclane, D 106322	10						
Arnett, J 226567	10						
Berumer, E 267804	7.5						
Schawo, N 222552	7.5						

Chart No.	Time	Rate (BPM)	Volume (BBL/GAL)	Rate (MG)	Press. (PSI)	CSG	Tbg.	Job Description / Remarks
	1700							CALLED OUT FOR JOB
	2100							JOB READY
	1800							PRE-TRIP SAFETY MEETING
	1900							PT ON LOCATION/ JOB SITE ASSESMENT
	1910							RIG UP TRUCK
	2130							BULK TRUCKS ON LOCATION
	2135							HOLD SAFETY MEETING WITH DRIVERS
	2145							RIG UP TRUCKS
	0145							PRE JOB SAFETY MEETING
	0155							HOOK UP PLUG CONTAINER
	0210	2.0	7.4		0			PLUG RAT HOLE WITH 20 SACKS CEMENT
	0253							HOOK UP TO PUMP TRUCK
	0256				0/8000			PRESSURE TEST PUMP AND LINES
	0259	6.5	0		0/300			START MIXING 360 SKS OF MHLC PP @ 12.6 #/GAL
	0320	6.5	134.6		240			START MIXING 180 SKS OF PREMIUM PLUS @ 14.5 #/GAL
	0328		48.4		280			THROUGH MIXING CEMENT
	0328							SHUT DOWN DROP TOP PLUG
	0328							WASH UP PUMPS AND LINES
	0334	6.5	0		0/100			START DISPLACING WITH 2% KCL
	0335		8.0		100/270			DISPLACEMENT CAUGHT CEMENT
	0345	2.5	65.0		1125/950			SLOW DOWN RATE
	0347		73.5		1000/1750			PLUG LANDED AND PRESSURE UP CASING
	0351				1750/0			RELEASE PRESSURE AND FLOAT HELD
								FLOW BACK WAS HALF BBL
								CIRCULATED 64 BBL TO PIT
								THANKS FOR CALLING HALLIBURTON
								DANNY AND CREW

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