

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: KCC WICHITA

API NO. 15- 15-175-21840-0000
County SEWARD
SE - NW - NW Sec. 4 Twp. 31S S. R. 34W E W
1120' FNL Feet from S (circle one) Line of Section
1225' FWL Feet from E (circle one) Line of Section
Footages Calculated from Nearest Outside Section Corner:
(circle one) NE SE (NW) SW
Lease Name YOUNG Well # 3-5
Field Name PANOMA
Producing Formation COUNCIL GROVE
Elevation: Ground 2806.09' Kelley Bushing _____
Total Depth 2840' Plug Back Total Depth 2840'
Amount of Surface Pipe Set and Cemented at 565' 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.

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

If Workover/Reentry: Old Well Info as follows:
Operator: _____
Well Name: _____
Original Comp. Date _____ Original Total Depth _____
 Deepening Re-perf. Conv. to Enhr./SWD
 Plug Back _____ Plug Back Total Depth _____
 Commingled _____ Docket No. _____
 Dual Completion _____ Docket No. _____
 Other (SWD or Enhr?) _____ Docket No. _____
04/16/01 04/19/01 05/15/01
Spud Date or Date Reached TD Completion Date or
Recompletion Date Recompletion Date

Drilling Fluid Management Plan
(Data must be collected from the Reserve Pit) *ALT I WITH 8-13-04*
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 MCCABE SWB License No. 04824
Quarter _____ Sec. 3 Twp. 30 S R. 35 E W
County GRANT Docket No. D-19040

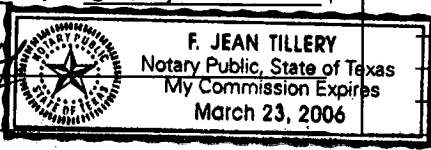
INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 130 S. MarkeT - Room 2078, Wichita, Kansas 67202, within 120 days of the spud date, recompletion, workover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on side 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 07/02/04

Subscribed and sworn to before me this 2ND day of JULY 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

Operator Name PIONEER NATURAL RESOURCES USA, INC.

Lease Name YOUNG

Well # 3-5

Sec. 4 Twp. 31S S.R. 34W East West

County SEWELL

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:

SONIC CEMENT BOND LOG
GAMMA RAY NEUTRON LOG

Log Formation (Top), Depth and Datums Sample

Name	Top	Datum
CHASE	2407'	MD
KRIDER	2466'	MD
FT. RILEY	2608'	MD
COUNCIL GROVE	2724'	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#	565'	LT. PREM+	295	2%CaCl2
PRODUCTION	7-7/8"	5-1/2"	15.5#	2840'	15/85 POZMX	365	2%CaCl2

ADDITIONAL CEMENTING/SQUEEZE RECORD

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

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record (Amount and Kind of Material Used)	Depth
2	2734' - 2782'	ACDZ 3500 GAL 15% HCLFe. FLSH 2835	
		GAL1020#WFG.FRAC 61000 GAL WFG120	
		+ 103000# 16/30 OTTAWA SAND	

TUBING RECORD	Size 2-3/8"	Set At 2840'	Packer At N/A	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Date of First, Resumed Production, SWD or Enhr. 07/18/01	Producing Method <input checked="" type="checkbox"/> Flowing <input type="checkbox"/> Pumping <input type="checkbox"/> Gas Lift <input type="checkbox"/> Other (Explain)
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Estimated Production Per 24 Hours	Oil Bbls. 0	Gas Mcf 100	Water Bbls. 0	Gas-Oil Ratio	Gravity
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Disposition of Gas:

METHOD OF COMPLETION

Production Interval

Vented Sold Used on Lease
(If vented, submit ACO-18.)

Open Hole Perforation Dually Comp. Commingled
 Other (Specify)

2734' - 2782'



Remit to: P.O. Box 951046, Dallas, TX 75395-1046

INVOICE RECEIVED

JUL 06 2004

KCC WICHITA

Wire Transfer Information

Account Number:

ABA Routing Number:

Invoice Date: April 19, 2001

Invoice Number: 90907276

DIRECT CORRESPONDENCE TO:

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

RECEIVED

MAY 08 2001

AP - LCC

Well Name: PIONEER NATURAL YOUNG #3-5, SEWARD
 Ship to: LIBERAL, KS 67901
 SEWARD

Job Date: April 18, 2001
 Cust. PO No.: N/A
 Payment Terms: net due 45 days
 Quote No.: 20635918
 Sales Order No.: 1251299

Manual Ticket No.:
 Shipping Point: LIBERAL Hwy 54 W, Ship Pt. Z1
 Mode of Transportation:
 Ultimate Destination Country: US
 Customer Account No.: 304606

Contract No.:
 Contract from:
 Contract to:

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

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - JP035	1	JOB					
1	*ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	60	MI		4.41	254.60	105.84	158.76
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	60	MI		2.60	156.00	62.40	93.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METRES (FT/M)	2,840	EA		2,167.00	2,167.00	866.80	1,300.20
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1	JOB		916.00	916.00	366.40	549.60
7	ENVIRONMENTAL SURCHARGE,/JOB,Z 000-150	1	JOB		66.24	66.24		66.24
*100003142	PLUG.CMTG.TOP AL,5 1/2 13-23# 402.1505 / PLUG - CMTG - TOP ALUM - 5-1/2 13-23# / & 5-3/4 19.5-22.5#	1	EA		115.00	115.00	46.00	69.00

INVOICE

RECEIVED

Continuation



Remit to: P.O. Box 951046, Dallas, TX 75395-1046

JUL 06 2004

Invoice Date: April 19, 2001

KCC WICHITA

Invoice Number: 90907276

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100003729	CHEM-CLAYFIX II - HALTANK 314-163 516.00472 / CHEMICAL - CLAYFIX II - IN HAL TANK / BULK SHIPMENTS - FRESNO, TX. - / 8.4545 LBS. PER GAL.	4	GAL		42.33	169.32	67.73-	101.59
*100004723	SHOE - GUIDE - 5-1/2 8RD 12A825.205 / SHOE - GUIDE - 5- 1/2 8RD	1	EA		190.00	190.00	66.50-	123.50
*100076173	FLOAT-IFV,5 1/2,8RD,LG,8RD & B 24A - 815.19701 / FLOAT-IFV- 5- 1/2 8RD, LG 8RD & / BUTTRESS - 14-23#/FT - FLAPPER VALVE	1	EA		145.00	145.00	50.75-	94.25
*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	EA		45.00	45.00	15.75-	29.25
*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	EA		70.00	840.00	294.00-	546.00
*100004639	COLLAR-STOP-5 1/2"-W/DOGS XXXXXXX 806.72730 / CLAMP - LIMIT - 5-1/2 - FRICTION - / W/DOGS	1	EA		37.00	37.00	12.95-	24.05
*100005045	HALLIBURTON WELD-A KIT HALLIBURTON WELD-A KIT	1	EA		18.43	18.43	6.45-	11.98
*66994	SBM Modified Hall Light Cmt Pr 504-112	340	SK		19.14	6,507.60	2,603.04-	3,904.56
*100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE - BULK	4,275	LB		0.69	2,949.75	1,179.90-	1,769.85
*101216940	Chemical - Poly-E-Flake (25# b NO PART NUMBER PRIOR TO SAP	64	LB		2.71	173.44	69.38-	104.06

* - Taxable item

INVOICE RECEIVED

Continuation

JUL 06 2004

KCC WICHITA



HALLIBURTON®

Remit to: P.O. Box 951046, Dallas, TX 75395-1046

Invoice Date: April 19, 2001

Invoice Number: 90907276

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100001617	Chemical - Halad-9 (50 lb) 70.15556 / CHEMICAL - HALAD-9 - 50# SACK	82	LB		12.50	1,025.00	410.00	615.00
*101007446	CHEM,D-AIR 3000 Chemical - D-Air 3000	41	LB		4.91	201.31	80.52	120.79
*3965	HANDLE&DUMP SVC CHR. CMT&ADDI 500-207 NUMBER OF EACH	670	CF		2.47	1,654.90	661.96	992.94
		1	each					
*76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	832	MI		1.51	1,256.32	502.53	753.79
		1.00	ton					
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	175	SK		19.39	3,393.25	1,357.30	2,035.95
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	9	SK		104.80	943.20	377.28	565.92

47766

Total						23,234.36	9,203.48	14,030.88
Sales Tax - State	VENDOR <u>Halliburton</u>							581.24
Sales Tax - County	LSEWELL	GEN	SUB	Amount	Svc. Date			10.00
Sales Tax - City/Loc	925850-001	016	309	14.76	4/18/01			118.64

INVOICE TOTAL								14,740.76
								US Dollars
	AFE # 001555		APPROVAL <u>[Signature]</u>					
				OK CMS				

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.

INVOICE



Remit to: P.O. Box 951046, Dallas, TX 75395-1046

RECEIVED Wire Transfer Information
JUL 06 2004 Account Number:
 ABA Routing Number:

KCC WICHITA

Invoice Date: April 17, 2001

Invoice Number: 90901660

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

Well Name: PIONEER NATURAL YOUNG #3-5, SEWARD
Ship to: LIBERAL, KS 67901
 SEWARD

Job Date: April 15, 2001
Cust. PO No.: N/A
Payment Terms: net due 45 days
Quote No.: 20634688
Sales Order No.: 1245601

TO:

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

Manual Ticket No.:
Shipping Point: LIBERAL Hwy 54 W. Ship Pt.
Mode of Transportation: Z1
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	JOB					
1	*ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	60	MI		4.41	264.60	105.84	158.76
		1	unit					
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	60	MI		2.60	156.00	62.40	93.60
		1	unit					
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METRES (FT/M)	1	EA		1,963.00	1,963.00	785.20	1,177.80
		540	FT					
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1	JOB		916.00	916.00	366.40	549.60
		1	Days					
7	ENVIRONMENTAL SURCHARGE,/JOB,Z 000-150	1	JOB		66.24	66.24		66.24
*100003163	PLUG-CMTG-TOP PLASTIC-8-5/8 402.15781 / PLUG - CMTG - TOP PLASTIC - 8-5/8 / 24-49#	1	EA		196.00	196.00	68.60	127.40
*100004727	SHOE - GUIDE - 8-5/8 8RD 12A825.217 / SHOE - GUIDE - 8-5/8 8RD	1	EA		299.00	299.00	104.65	194.35

INVOICE

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Continuation

JUL 06 2004



Remit to: P.O. Box 951046, Dallas, TX 75395-1046

KCC WICHITA

Invoice Date: April 17, 2001

Invoice Number: 90901660

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*100004702	VALVE ASSY-INSERT FLOAT-8-5/8 24A- 815.19502 / VALVE ASSY - INSERT FLOAT - 8-5/8 8RD / CSG 24#	1	EA		328.00	328.00	114.80	213.20
*100013933	FILLUP ASSY - 1.500 ID - 7 IN. 815.19405 / FILLUP ASSY - 1.500 ID - 7 IN. - 8-5/8 / INSERT FLOAT VALVE	1	EA		45.00	45.00	15.75	29.25
*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	EA		88.00	352.00	123.20	228.80
*100004616	BASKET-CMT-8-5/8 CSG-SLIP-ON-S 806.71460 / BASKET - CEMENT - 8-5/8 CSG - SLIP-ON / - STEEL BOWS - CANVAS	1	EA		299.00	299.00	104.65	194.35
*100004642	CLP,LIM,8 5/8,FRICT,WTH DOGS XXXXXXX 806.72750 / CLAMP - LIMIT - 8-5/8 - FRICTION - / W/DOGS	1	EA		43.00	43.00	15.05	27.95
*100005045	HALLIBURTON WELD-A KIT HALLIBURTON WELD-A KIT	1	EA		18.43	18.43	6.45	11.98
141	RCM II W/ADC, /JOB,ZI 046-065 NUMBER OF UNITS	1 1	JOB each		970.00	970.00	388.00	582.00
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MINI)	1 1	EA Days		970.00	0.00		0.00
*14241	SBM Halliburton Light Premium 504-120	160	SK		15.93	2,548.80	1,019.52	1,529.28
*100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	5	SK		104.80	524.00	209.60	314.40



**SALES ORDER
RECEIVED**

JUL 06 2004

KCC WICHITA

Halliburton Energy Services, Inc.

Sales Order Number: 1251299

Sales Order Date: April 17, 2001

SOLD TO:

PIONEER NATURAL RES U S A INC
A/P DEPT
5205 N O'CONNOR BLVD WM SQ ST 1400
IRVING TX 75039-3746
USA

Ticket Type:

Services

Well/Rig Name:

PIONEER NATURAL YOUNG #3-5,
SEWARD

Company Code:

1100

Customer P.O. No.:

N/A

Shipping Point:

Liberal, KS, USA

Sales Office:

Mid-Continent BD

Well Type:

Gas

Well Category:

Development

Service Location:

0037

Payment Terms:

net due 45 days

SHIP TO:

PIONEER NATURAL YOUNG #3-5, SEWARD
YOUNG
LIBERAL KS 67901
USA

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7523	PSL - CMT PRODUCTION CASING - JP035	1	JOB					
1	*ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	60	MI		4.41	264.60	105.84	158.76
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	60	MI		2.60	156.00	62.40	93.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METRES (FT/M)	1	EA		2,167.00	2,167.00	866.80	1,300.20
132	PORTABLE DAS,/DAY/JOB,ZI 045-050 NUMBER OF DAYS	1	JOB		916.00	916.00	366.40	549.60
7	ENVIRONMENTAL SURCHARGE,/JOB,Z 000-150	1	JOB		66.24	66.24		66.24
100003142	PLUG,CMTG, TOP AL,5 1/2 13-23# 402.1505 / PLUG - CMTG - TOP ALUM - 5-1/2 13-23# / & 5-3/4 19.5-22.5#	1	EA		115.00	115.00	46.00	69.00
100003729	CHEM-CLAYFIX II - HALTANK 314-163 516.00472 / CHEMICAL - CLAYFIX II - IN HAL TANK / BULK	4	GAL		42.33	169.32	67.73	101.59



Halliburton Energy Services, Inc.

RECEIVED
 JUL 06 2004
 KCC WICHITA

Sales Order Number: 1251299

Sales Order Date: April 17, 2001

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
	SHIPMENTS - FRESNO, TX. - / 8.4545 LBS. PER GAL.							
100004723	SHOE - GUIDE - 5-1/2 8RD 12A825.205 / SHOE - GUIDE - 5- 1/2 8RD	1	EA		190.00	190.00	66.50--	123.50
100076173	FLOAT-IFV,5 1/2,8RD,LG,8RD & B 24A - 815.19701 / FLOAT-IFV- 5- 1/2 8RD, LG 8RD & / BUTTRESS - 14-23#/FT - FLAPPER VALVE	1	EA		145.00	145.00	50.75--	94.25
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	EA		45.00	45.00	15.75--	29.25
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	EA		70.00	840.00	294.00--	546.00
100004639	COLLAR-STOP-5 1/2"-W/DOGS XXXXXXX 806.72730 / CLAMP - LIMIT - 5-1/2 - FRICTION - / W/DOGS	1	EA		37.00	37.00	12.95--	24.05
100005045	HALLIBURTON WELD-A KIT HALLIBURTON WELD-A KIT	1	EA		18.43	18.43	6.45--	11.98
66994	SBM Modified Hall Light Cmt Pr 504-112	340	SK		19.14	6,507.60	2,603.04--	3,904.56
100003700	Chem- Gilsonite (Bulk) 508-292 516.00337 / CHEMICAL - GILSONITE - BULK	4,275	LB		0.69	2,949.75	1,179.90--	1,769.85
101216940	Chemical - Poly-E-Flake (25# b NO PART NUMBER PRIOR TO SAP	64	LB		2.71	173.44	69.38--	104.06
100001617	Chemical - Halad-9 (50 lb) 70.15556 / CHEMICAL - HALAD-9 - 50# SACK	82	LB		12.50	1,025.00	410.00--	615.00
101007446	CHEM,D-AIR 3000 Chemical - D-Air 3000	41	LB		4.91	201.31	80.52--	120.79
3965	HANDLE&DUMP SVC CHR. CMT&ADDI	670	CF		2.47	1,654.90	661.96--	992.94

RECEIVED

JUL 06 2004

KCC WICHITA



Halliburton Energy Services, Inc.

Sales Order Number: 1251299

Sales Order Date: April 17, 2001

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
	500-207 NUMBER OF EACH	1	each					
76400	ZI MILEAGE.CMT MTLs DEL/RET MI 500-306 / MILEAGE.CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	832	MI		1.51	1,256.32	502.53--	753.79
100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	175	SK		19.39	3,393.25	1,357.30--	2,035.95
100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	9	SK		104.80	943.20	377.28--	565.92
SALES ORDER AMOUNT								14,030.88
Sales Tax - State								581.24
Sales Tax - County								10.00
Sales Tax - City/Loc								118.64
SALES ORDER TOTAL								14,740.76 US Dollars

Operator Name:

Halliburton Approval X _____

Customer Agent:

Customer Signature X _____



RECEIVED

JUL 06 2004

KCC WICHITA

Halliburton Energy Services, Inc.

Sales Order Number: 1251299

Sales Order Date: April 17, 2001

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
101007446	CHEM,D-AIR 3000 Chemical - D-Air 3000	42	LB		4.91	206.22	82.49--	123.73
3965	HANDLE&DUMP SVC CHR. CMT&ADDI 500-207 NUMBER OF EACH	670 1	CF each		2.47	1,654.90	661.96--	992.94
76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	832 1.00	MI ton		1.51	1,256.32	502.53--	753.79
SALES ORDER AMOUNT								
Sales Tax - State								11,540.34
Sales Tax - County								460.48
Sales Tax - City/Loc								11.47
								94.01
SALES ORDER TOTAL								
								12,106.20
								US Dollars
								11,969.15

Operator Name:

Halliburton Approval X

Customer Agent:

Customer Signature X

David W. Higgins



JOB SUMMARY

SALES ORDER NUMBER 1251299	TICKET DATE 04/18/01
REGION NORTH AMERICA LAND	WMA / COUNTRY USA
BOA / STATE KS	COUNTY SEWARD
MBU ID / EMPL # MCLIO103 106304	H.E.S. EMPLOYEE NAME T. DAVIS
LOCATION LAND SE SATANTA	PSL DEPARTMENT CEMENT
TICKET AMOUNT \$14,994.91	COMPANY PIONEER NAT. RES.
WELL LOCATION LAND SE SATANTA	CUSTOMER REP / PHONE DAVID HIGGINS
WELL TYPE 02	APIUMI #
DEPARTMENT CEMENT	SAP BOMB NUMBER 7523
LEASE NAME YOUNG	Description Cement Production Casing
Well No. 3-5	HES FACILITY (CLOSEST TO WELL SITE) LIBERAL KS.
SEC / TWP / RNG SEC 4, 31S, 34W	

HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS	HRS	HRS	HRS
Davis, T 106304	5.0			
Clemens, A 198516	5.0			
Humphries, G 106085	5.0			
Ferguson, R 106154	5.0			

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H.E.S. UNIT #S / (R / T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES
54218-78202	60			
10240236-10240245	30			
10243558-75821	30			

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
	4/18/01	4/18/01	4/18/01	4/18/01
Time	0530	0830	1145	1240

Type and Size	Qty	Make
Float Collar INSERT	1	HOWCO
Float Shoe FILL TUBE	1	HOWCO
Centralizers S-4	12	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		

	New/Used	Weight	Size	Grade	From	To	Max. Allow
Casing	NEW	15.5	5 1/2		0	2,845	
Liner							
Liner							
Tubing							
Drill Pipe							
Open Hole							
Perforations							Shots/Ft.
Perforations							
Perforations							

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		

Date	Hours	Date	Hours
4/18		4/18	

CEMENT 5.5 L.S.

Ordered	Avail.	Used
Treating	Disp.	Overall
Feet 44	Reason	SHOE JOINT

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	25	15/85POZ C	BULK	8%GEL, 2%CC, 1/8#POLY FLAKE 10# GILSONITE	34.74	5.34	10.00
1	310	15/85POZ C	BULK	8%GEL, 2%CC, 1/8#POLY FLAKE 10# GILSONITE	10.60	2.11	12.6
1	175	PREM PLUS	BULK	5# GILSONITE, 2% CC, 1/8# POLY FLAKE, .5% HALAD 9	6.24	1.42	14.5

Circulating	Displacement	Preflush:	BB1	Type:
Breakdown	MAXIMUM	Load & Bkdn:	Gal - BB1	Pad: Bbl - Gal
Lost Returns - Y	Lost Returns - N	Excess / Return	BB1	Calc. Disp Bbl
Cmt Rtm#Bbl	Actual TOC	Calc. TOC:		Actual Disp.
Average	Frac. Gradient	Treatment:	Gal - BB1	Disp: Bbl
Shut In: Instant	5 Min.	Cement Slurry	BB1	24 SC
	15 Min.	Total Volume	BB1	#VALUE!
				116.5 LC
				44 TC

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE David W. Higgins

SIGNATURE

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JUL 06 2004



Work Order Contract

KCC WICHITA

Order Number

1251299

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:

Table with 5 columns: Well No. (3-5), Farm or Lease (YOUNG), County (SEWARD), State (KS), Well Permit Number. Customer: PIONEER NAT. RES., Well Owner: PIONEER NAT. RES., 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.

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-tenant owners or joint ventures with Customer.

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.

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.

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.

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.

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.

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.

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: [Signature] CUSTOMER Authorized Signatory

DATE: TIME:

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 1251299

[Signature] CUSTOMER Authorized Signatory



**SALES ORDER
RECEIVED**

JUL 06 2004

KCC WICHITA

Halliburton Energy Services, Inc.

Sales Order Number: 1245601

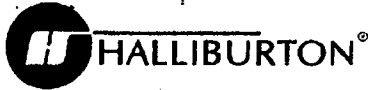
Sales Order Date: April 13, 2001

SOLD TO:
PIONEER NATURAL RES U S A INC
A/P DEPT
5205 N O'CONNOR BLVD WM SQ ST 1400
IRVING TX. 75039-3746
USA

Ticket Type: Services
Well/Rig Name: PIONEER NATURAL YOUNG #3-5,
SEWARD
Company Code: 1100
Customer P.O. No.: N/A
Shipping Point: Liberal, KS, USA
Sales Office: Mid-Continent BD
Well Type: Gas
Well Category: Development
Service Location: 0037
Payment Terms: net due 45 days

SHIP TO:
PIONEER NATURAL YOUNG #3-5, SEWARD
YOUNG
LIBERAL KS 67901
USA

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
7521	PSL - CMT SURFACE CASING - BOM JP010	1	JOB					
1	"ZI-MILEAGE FROM NEAREST HES B 000-117 Number of Units	60	MI		4.41	264.60	105.84--	158.76
2	MILEAGE FOR CEMENTING CREW,ZI 000-119 Number of Units	60	MI		2.60	156.00	62.40--	93.60
16091	ZI - PUMPING CHARGE 001-016 DEPTH FEET/METRES (FT/M)	1	EA		1,963.00	1,963.00	785.20--	1,177.80
132	PORTABLE DAS./DAY/JOB,ZI 045-050 NUMBER OF DAYS	1	JOB		916.00	916.00	366.40--	549.60
7	ENVIRONMENTAL SURCHARGE,/JOB,Z 000-150	1	JOB		66.24	66.24		66.24
100003163	PLUG-CMTG-TOP PLASTIC-8-5/8 402.15781 / PLUG - CMTG - TOP PLASTIC - 8-5/8 / 24-49#	1	EA		196.00	196.00	68.60--	127.40
100004727	SHOE - GUIDE - 8-5/8 8RD 12A825.217 / SHOE - GUIDE - 8-5/8 8RD	1	EA		299.00	299.00	104.65--	194.35



Halliburton Energy Services, Inc.

RECEIVED
JUL 06 2004
KCC WICHITA

Sales Order Number: 1245601

Sales Order Date: April 13, 2001

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
100004702	VALVE ASSY-INSERT FLOAT-8-5/8 24A- 815.19502 / VALVE ASSY - INSERT FLOAT - 8-5/8 8RD / CSG 24#	1	EA		328.00	328.00	114.80--	213.20
100013933	FILLUP ASSY - 1.500 ID - 7 IN. 815.19405 / FILLUP ASSY - 1.500 ID - 7 IN. - 8-5/8 / INSERT FLOAT VALVE	1	EA		45.00	45.00	15.75--	29.25
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	EA		88.00	352.00	123.20--	228.80
100004616	BASKET-CMT-8-5/8 CSG-SLIP-ON-S 806.71460 / BASKET - CEMENT - 8-5/8 CSG - SLIP-ON / - STEEL BOWS - CANVAS	1	EA		299.00	299.00	104.65--	194.35
100004642	CLP.LIM,8 5/8,FRICT,WTH DOGS XXXXXXX 806.72750 / CLAMP - LIMIT - 8-5/8 - FRICTION - / W/DOGS	1	EA		43.00	43.00	15.05--	27.95
100005045	HALLIBURTON WELD-A KIT HALLIBURTON WELD-A KIT	1	EA		18.43	18.43	6.45--	11.98
141	RCM II W/ADC,/JOB,ZI 046-065 NUMBER OF UNITS	1	JOB		970.00	970.00	388.00--	582.00
		1	each					
74038	ZI PLUG CONTAINER RENTAL-1ST D DAYS OR FRACTION (MINI)	1	EA					
		1	Days					
14241	SBM Halliburton Light Premium 504-120	160	SK		15.93	2,548.80	1,019.52--	1,529.28
100005053	Chemical - Calcium Chloride Hi 509-406890.50812 / CALCIUM CHLORIDE - HI TEST PELLET - / 94- 97% CACL 2 - 80# BAG	5	SK		104.80	524.00	209.60--	314.40
101216940	Chemical - Poly-E-Flake (25# b NO PART NUMBER PRIOR TO SAP	37	LB		2.71	100.27	40.11--	60.16
100012205	Cement- Class C / Premium Plus	135	SK		19.39	2,617.65	1,047.06--	1,570.59



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 JUL 06 2004
 KCC WICHITA

Halliburton Energy Services, Inc.

Sales Order Number: 1245601

Sales Order Date: April 13, 2001

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
	504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK							
3965	HANDLE&DUMP SVC CHR, CMT&ADDI 500-207 NUMBER OF EACH	309 1	CF each		2.47	763.23	305.29--	457.94
76400	ZI MILEAGE.CMT MTLs DEL/RET MI 500-306 / MILEAGE.CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	418 1.00	MI ton		1.51	631.18	252.47--	378.71
SALES ORDER AMOUNT								7,968.38
Sales Tax - State								261.59
Sales Tax - County								10.27
Sales Tax - City/Loc								53.38
SALES ORDER TOTAL								8,291.60 US Dollars

Operator Name:

Halliburton Approval X _____

Customer Agent:

Customer Signature X _____

INVOICE RECEIVED

JUL 06 2004

Continuation



Remit to: P.O. Box 951046, Dallas, TX 75395-1046

KCC WICHITA

Invoice Date: April 17, 2001

Invoice Number: 90901660

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
*101216940	Chemical - Poly-E-Flake (25# b NO PART NUMBER PRIOR TO SAP	37	LB		2.71	100.27	40.11	60.16
*100012205	Cement- Class C / Premium Plus 504-050516.00265 / CEMENT - CLASS C - PREMIUM - BULK	135	SK		19.39	2,617.65	1,047.06	1,570.59
*3965	HANDLE&DUMP SVC CHR.G, CMT&ADDI 500-207 NUMBER OF EACH	309 1	CF each		2.47	763.23	305.29	457.94
*76400	ZI MILEAGE,CMT MTLs DEL/RET MI 500-306 / MILEAGE,CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	418 1.00	MI ton		1.51	631.18	252.47	378.71
Total						13,101.40	5,135.04	7,966.36
Sales Tax - State								261.61
Sales Tax - County								10.26
Sales Tax - City/Loc								53.37
INVOICE TOTAL								8,291.60 US Dollars

477/66

VENDOR *Halliburton*

LSEWELL	GEN	SUB	Amount	Svc. Date
925850-001	015	309	8291.60	4/15/01

RECEIVED
APR 30 2001
A/P - LCO

AFE # 001555 APPROVAL *RS*
OK CMS

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.

RECEIVED
 JUL 06 2004
 KCC WICHITA



Halliburton Energy Services, Inc.

Sales Order Number: 1245601

Sales Order Date: April 13, 2001

Material	Description	QTY	UOM	Base Amount	Unit Amount	Gross Amount	Discount	Net Amount
3965	HANDLE&DUMP SVC CHRG. CMT&ADDI 500-207 NUMBER OF EACH	309	CF		2.47	763.23	305.29--	457.94
76400	ZI MILEAGE.CMT MTLs DEL/RET M 500-306 / MILEAGE.CMTG MTLs DEL/RET PER/TON MI.MIN NUMBER OF TONS	418	MI		1.51	631.18	252.47--	378.71
SALES ORDER AMOUNT								8,008.66
Sales Tax - State								264.96
Sales Tax - County								10.17
Sales Tax - City/Loc								54.07
SALES ORDER TOTAL								8,337.86 US Dollars

Operator Name:

Halliburton Approval X

Customer Agent:

Customer Signature X

David W. Huggins



JOB SUMMARY

SALES ORDER NUMBER 1245601	TICKET DATE 04/15/2001
BDA / STATE KS	COUNTY SEWARD
PSL DEPARTMENT ZONAL ISOLATION 10003	
CUSTOMER REP / PHONE DAVID HIGGINS 1-316-353-4222	
APIUM #	
SAP BOMB NUMBER 7521	Description Cement Surface Casing
NEAREST FACILITY (CLOSEST TO WELL SITE) HUGOTON	

REGION NORTH AMERICA LAND	NMA / COUNTRY MID CONTINENT
MU / ID / EMPL # MCL10101 106322	HES EMPLOYEE NAME DANNY MCLANE
LOCATION LIBERAL KS	COMPANY PIONEER NATURAL RESOURCES
TICKET AMOUNT \$8,337.86	WELL TYPE GAS
WELL LOCATION SATANTA	DEPARTMENT CEMENT
LEASE NAME YOUNG	SEC / TWP / RNG 4 31S 34W
HES EMP NAME / EMP # / (EXPOSURE HOURS)	HRS

Mclane, D 106322					
Tate, N 105963					
Archuleta, M 226383					
RECEIVED					
JUL 06 2004					
KCC WICHITA					
HES UNIT #S / (R/T MILES)	R / T MILES	R / T MILES	R / T MILES	R / T MILES	R / T MILES
420995	60				
54038 77941	60				
52938 6612	30				

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
	04/15/2001	04/16/2001	04/15/2001	04/15/2001
Time	0800	1100	1550	1625

Type and Size	Qty	Make
Float Collar INSERT	1	H
Float Shoe		
Centralizers	4	O
Top Plug 5W	1	
HEAD P/C	1	W
Limit clamp	1	
Weld-A	1	C
Guide Shoe REG	1	
BTM PLUG		O

Casing	New/Used	Weight	Size	Grade	From	To	Max. Allow
Liner	NEW	24.0			KB	563	
Liner							
Tubing							
Drill Pipe							
Open Hole							
Perforations							Shots/Ft.
Perforations							
Perforations							

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	In
Perfpac Balls	Qty.	
Other		
Other		
Other		
Other		
Other		

Date	Hours	Date	Hours
4/15		4/15	

Ordered	Avail.	Used
Treating	Disp.	Overall
Feet 44	Reason	SHOE JOINT

Stage	Sacks	Cement	Bulk/Sks	Additives	W/Rq.	Yield	Lbs/Gal
1	160	PP HLC	B	2%CC 1/8# POLY FLAKE	11.39	2.05	12.30
1	135	PREM PLUS	B	2%CC 1/8# POLY FLAKE	6.30	1.32	14.8

Circulating Breakdown	Displacement	Preflush:	BBi	Type:
Lost Returns -	MAXIMUM	Load & Bkdn:	Gal - BBI	Pad: Bbl - Gal
Cmt Rtm #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	
		Total Volume	BBi	58.5731.5
				#VALUE!

THE INFORMATION STATED HEREIN IS CORRECT
 CUSTOMER REPRESENTATIVE _____

David W. Higgins
 SIGNATURE

RECEIVED
JUL 06 2004
KCC WICHITA

HALLIBURTON		JOB LOG			TICKET #	TICKET DATE	
REGION NORTH AMERICA LAND		NWA / COUNTRY MID CONTINENT			BDA / STATE KS	COUNTY SEWARD	
MBU ID / ENPL # MCLI0101 106322		H.E.S. EMPLOYEE NAME DANNY MCLANE			PSL DEPARTMENT ZONAL ISOLATION 10003		
LOCATION LIBERAL KS		COMPANY PIONEER NATURAL RESOURCES			CUSTOMER REP / PHONE DAVID HIGGINS 1-316-353-4222		
TICKET AMOUNT \$8,337.86		WELL TYPE GAS			APVUM #		
WELL LOCATION SATANTA		DEPARTMENT CEMENT			JOB PURPOSE CODE Cement Surface Casing		
LEASE NAME YOUNG		Well No. 3-5	SEC / TWP / RANG 4 31S 34W		HES FACILITY (CLOSEST TO WELL) # HUGOTON		
HES EMP NAME/EMP # (EXPOSURE HOURS)		HRS		HES EMP NAME/EMP # (EXPOSURE HOURS)		HRS	
Mclane, D 106322							
Tate, N 105953							
Archuleta, M 226383							
	0800						CALLED FOR JOB
	1100						ON LOCATION HOLD SAFETY MEETING SET UP PUMP TRUCK RIG STILL DRILLING
	1325						RIG THRU DRILLING AND ON BOTTOM CIRCULATING
	1350						RIG TRIPPING OUT DP
	1422						DP OUT OF HOLE
	1430						RIG UP CASING CREW
	1450						START RUNNING CASING AND FLOAT EQUIP
	1527						CASING ON BOTTOM
	1530						HOOK UP PIC AND CIRCULATING IRON
	1533						START CIRCULATING
	1545						THUR CIRCULATING
	1547						HOOK UP TO PUMP TRUCK
							JOB PROCEDURE FOR 8 5/8 SURFACE
	1551				0/3400		PRESSURE TEST LINES
	1552	5.0	20.0		40		START FRESH WATER AHEAD
	1556	5.0	58.5		90		START LEAD CEMENT @ 12.3 #
	1607	5.0	31.5		70		START TAIL CEMENT @ 14.8 #
	1612						THUR MIXING CEMENT
	1613						SHUT DOWN AND RELEASE PLUG
	1614	5.0	33.0		40		START DISPLACEMENT
	1619				100		DISPLACEMENT CAUGHT CEMENT
	1620				110		SLOW DOWN RATE
	1625				900		PLUG LANDED
	1656				900/0		RELEASE FLOAT
							CIRCULATED 5 BBLs TO PIT
							THANK YOU FOR CALLING HALLIBURTON
							DANNY & CREW

RECEIVED



Work Order Contract JUL 06 2004

Order Number

1245601

Halliburton Energy Services, Inc. Houston, Texas 77056

KCC WICHITA

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 3-5	Farm or Lease YOUNG	County SEWARD	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-tenant owners or joint venturers 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 acts, 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 either in the design, manufacture, maintenance or marketing thereof or from a failure to warn of such defect. "Halliburton Group" is defined as Halliburton Energy Services, Inc., its parent, subsidiary, and affiliated companies, insurers and subcontractors and all their officers, directors, employees, consultants and agents. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS obligations apply whether the personal injury, illness, death, property damage or loss is suffered by one or more members of the Halliburton Group, Customer, or any other person or entity. Customer agrees to support such obligations assumed herein with liability insurance with limits of not less than \$500,000. Customer agrees to name Halliburton Group as named additional insureds on all of its general liability policy(s). Customer agrees that its liability under this Contract is not limited by the amounts of its insurance coverage, except where and as may be required by applicable local law for the provisions of this Contract to be enforceable.

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(e) 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:

[Signature] CUSTOMER Authorized Signatory

DATE:

TIME:

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 1245601

[Signature] CUSTOMER Authorized Signatory