

ORIGINAL

STATE-CORPORATION COMMISSION OF KANSAS
OIL & GAS CONSERVATION DIVISION
WELL COMPLETION FORM
ACO-1 WELL HISTORY
DESCRIPTION OF WELL AND LEASE

API NO. 15- 189-22333-0000
County STEVENS

Operator: License # 04824

NE/4 SE/4 NE/4 Sec. 12 Twp. 31S Rge. 35W X E

Name: PIONEER NATURAL RESOURCES USA, INC.

1390' FNL Feet from S (N (circle one) Line of Section

Address ATTN: ANGIE HERNANDEZ - ROOM 1357

150' FEL Feet from E/W (circle one) Line of Section

5205 N. O'CONNOR BLVD.

Footages Calculated from Nearest Outside Section Corner:
(NE) SE, NW or SW (circle one)

City/State/Zip IRVING, TX 75039

Lease Name BEARDSLEY Well # 3-12

Purchaser: PIONEER NATURAL RESOURCES USA, INC.

PANOMA FIELD

Operator Contact Person: ANGIE HERNANDEZ

Producing Formation COUNCIL GROVE

Phone (972) 444-9001

Elevation: Ground 2955.37 KB 2960'

Contractor: Name: VAL DRILLING

Total Depth 2975' PBTD 2950'

License: 5822

Amount of Surface Pipe Set and Cemented at 549.31' Feet

Wellsite Geologist: _____

Multiple Stage Cementing Collar Used? Yes X No

Designate Type of Completion

yes, show depth set _____ Feet

X New Well _____ Re-Entry _____ Workover _____ Temp. Abd.

Oil _____ SWD _____ SIOW _____

X Gas _____ ENHR _____ SIGW _____

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

If Workover/Reentry: Old Well Info as follows:

Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

_____ Deepening _____ Re-perf. _____ Conv. to Inj/SWD

_____ Plug Back _____ PBTD

_____ Commingled _____ Docket No. _____

_____ Dual Completion _____ Docket No. _____

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

6/6/00 6/9/00 6/28/00

Spud Date Date Reached TD Completion Date

RECEIVED
KANSAS CORPORATION COMMISSION
JUN 27 2001
6-27-01
CONSERVATION DIVISION

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 Angie Hernandez

Title SR. ENGINEERING TECH Date 6/22/01

Subscribed and sworn to before me this 22nd day of JUNE 2001

Notary Public Deborah Folds

Date 6/22/01 My commission expires 04-02-2005

K.C.C. OFFICE USE ONLY					
F	<input checked="" type="checkbox"/>	Letter of Confidentiality Attached			
C	<input checked="" type="checkbox"/>	Wireline Log Received			
C	<input type="checkbox"/>	Drillers Timelog Received			
Distribution					
<input type="checkbox"/>	KCC	<input type="checkbox"/>	SWD/Rep	<input type="checkbox"/>	NGPA
<input type="checkbox"/>	KGS	<input type="checkbox"/>	Plug	<input type="checkbox"/>	Other
(Specify)					

Operator Name PIONEER NATURAL RESOURCES USA, INC. Lease Name BEARDSLEY Well # 3-12
 Sec. 12 Twp. 31S Rge. 35W East County STEVENS West

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 log.

Drill Stem Tests Taken Yes No
 (Attach Additional Sheets.)
 Samples Sent to Geological Survey Yes No
 Cores Taken Yes No
 Electric Log Run Yes No
 (Submit Copy.)
 List All E.Logs Run:
 SONIC CEMENT BOND LOG
 COMPENSATED NEUTRON LOG

Name	Formation (Top), Depth and Datums	
	Top	Datum
CHASE	2548'	MD
KRIDER	2598'	MD
FT. RILEY	2748'	MD
COUNCIL GROVE	2860'	MD

CASING RECORD <input checked="" type="checkbox"/> New <input type="checkbox"/> 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#	549.31'	LT. PREM+	285	2%CaC12
PRODUCTION	7-7/8"	5-1/2"	15.5#	2975'	15/85 POZMX	540	2%CaC12
					PREM+8% Ge1		

ADDITIONAL CEMENTING/SQUEEZE RECORD					
Purpose	Depth		Type of Cement	#Sacks Used	Type and Percent Additives
	Top	Bottom			
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
		2	2874' - 2912' (38' w/ 77 Holes)	
		GAL WF120. FRAC 14000 GAL WF120GEL		
		15000# 100 MESH DIVERTA FRAC. FRAC		
		47000 GAL 65Q WF130+103000# OTTAWA		

TUBING RECORD		Size	Set At	Packer At	Liner Run
		2-3/8"	2975'	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Date of First, Resumed Production, SWD or Inj.		Producing Method			
8/9/00		<input type="checkbox"/> Flowing	<input checked="" type="checkbox"/> Pumping	<input type="checkbox"/> Gas Lift	<input type="checkbox"/> Other (Explain)

Estimated Production Per 24 Hours	Oil Bbls.	Gas Mcf	Water Bbls.	Gas-Oil Ratio	Gravity
	0	121	0	--	--

Disposition of Gas: Vented Sold Used on Lease Open Hole Perforation Dually Comp. Commingled
 (If vented, submit ACO-18.) Other (Specify) _____

METHOD OF COMPLETION _____ Production Interval _____ 2874' 2912'



Halliburton Energy Services, Inc.

*AD
M*

SOLD TO

PIONEER NATURAL RES U S A INC
PO BOX 3178
MIDLAND TX 79702
USA

SHIP TO

WELL OPERATOR
PIONEER
NAT.RES.BEARDSLEY#312,STEVE
LEASE NAME / OFFSHORE AREA
BEARDSLEY
WELL NUMBER
3-12
WELL PERMIT NO.
SEC12-31S-35W
ADDRESS
*
CITY, STATE, ZIP CODE

TICKET TYPE	COMPANY CODE	HALLIBURTON ORDER NO.
Services	1100	672955
CUSTOMER P.O. NO.	JOB DATE	PRIMARY SERVICE LOC.
N/A	06/09/2000	Liberal, KS, USA

SALES OFFICE	WELL TYPE	WELL CATEGORY	RIG NAME / NO.
Mid-Continent BD	Oil	Development	PIONEER NATURAL RES U S A I

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
10	7523	PSL-CMT CEMENT PRODUCTION CASING-BOM	1.00	JOB	0.00	0.00
		Pampa, TX, USA				
		JP035				
20	1	MILEAGE FROM NEAREST HES BASE,/UNIT	30	MI	4.05	121.50
		Pampa, TX, USA				
			30	MI	2.11-	63.18-
			30	MI	1.94	58.32
		000-117				
		With the following configuration:				
		Number of Units	1	unit		
30	2	MILEAGE FOR CEMENTING CREW,ZI	30	MI	2.38	71.40
		Pampa, TX, USA				
			30	MI	1.24-	37.13-
			30	MI	1.14	34.27
		000-119				
		With the following configuration:				
		Number of Units	1	unit		

INVOICE INSTRUCTIONS	
PAYMENT TERMS	HALLIBURTON APPROVAL
net due 45 days	
HALLIBURTON OPERATOR / ENGINEER	CUSTOMER SIGNATURE
<i>Barlow</i>	<i>David W. Higgins</i>

TOTAL FROM THIS PAGE	92.59
TOTAL FROM NEXT PAGE(S)	10,619.59
SUBTOTAL	10,712.18
TAXES	593.23
GRAND TOTAL	11,305.41
	US Dollars

ORIGINAL



JOB LOG 4239-5

TICKET #	TICKET DATE
BDA / STATE	COUNTY <i>Swain</i>
PSL DEPARTMENT	ORIGINAL
CUSTOMER REP / PHONE	
API / UWI #	JOB PURPOSE CODE

REGION North America	NWA/COUNTRY
MBU ID / EMP #	EMPLOYEE NAME
LOCATION	COMPANY
TICKET AMOUNT	WELL TYPE
WELL LOCATION	DEPARTMENT
LEASE / WELL #	SEC / TWP / RNG

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
	5						
	5						
	5						
	5						

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL)(GAL)	PUMPS		PRESS. (psi)		JOB DESCRIPTION / REMARKS
				T	C	Tbg	Csg	
	11:30							CALL
	15:15							On Loc Safety meet to spot & Setup Trucks
	16:30							START CRING
	18:00							SET HEAD & CIRCULATE
	18:10							SAFETY MEETING
	18:30	4	15			250		SCAV.
		5 1/2	124			"		LEAD CMT 12.6
		5	44			"		TAIL CMT 14.5
	19:10							DRIP TOP PLUG
	19:15	5 1/2	65			800		DISPLACE CMT
		3	5			1150		
	19:30					1750		PLUG DOWN HOLD 2min NO BLEED OF RELEASED FLOAT HOLDING
<p>Thanks For Calling Halliburton!</p>								



HALLIBURTON

Work Order Contract

ORIGINAL

Order Number

672955

Halliburton Energy Services, Inc.
Houston Texas 77056

70012 SAP

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

Table with 5 columns: Well No., Farm or Lease, County, State, Well Permit #. Includes handwritten entries: 312, BEARDSLEY, STWARD, KAN, and 035.

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-interest 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 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.

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] DATE: 6-9-2000 TIME: A.M./P.M.

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER [Signature]

White-Office

Canary-Field Office

Pink-Customer

Green-Retain



Halliburton Energy Services, Inc.

*1005
2/24*

SOLD TO

PIONEER NATURAL RES U S A INC
PO BOX 3178
MIDLAND TX 79702
USA

SHIP TO

WELL OPERATOR
PIONEER
NAT.RES.BEARDSLEY#312,STEVE
LEASE NAME / OFFSHORE AREA
BEARDSLEY
WELL NUMBER
3-12
WELL PERMIT NO.
SEC12-31S-35W
ADDRESS
*
CITY, STATE, ZIP CODE

TICKET TYPE	COMPANY CODE	HALLIBURTON ORDER NO.
Services	1100	667255
CUSTOMER P.O. NO.	JOB DATE	PRIMARY SERVICE LOC.
N/A	06/06/2000	Liberal, KS, USA

SALES OFFICE	WELL TYPE	WELL CATEGORY	RIG NAME / NO.
Mid-Continent BD	Oil	Development	PIONEER NATURAL RES U S A I

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
10	7521	PSL-CMT Cement Surface Casing-BOM Liberal, KS, USA Hwy 54 West JP010	1.00	JOB	0.00	0.00
20	1	MILEAGE FROM NEAREST HES BASE,/UNIT Liberal, KS, USA Hwy 54 West 000-117 With the following configuration: Number of Units	30	MI	4.05	121.50
			30	MI	2.11-	63.18-
			30	MI	1.94	58.32
30	2	MILEAGE FOR CEMENTING CREW,ZI Liberal, KS, USA Hwy 54 West 000-119 With the following configuration: Number of Units	30	MI	2.38	71.40
			30	MI	1.24-	37.13-
			30	MI	1.14	34.27

INVOICE INSTRUCTIONS	HALLIBURTON APPROVAL
PAYMENT TERMS net due 45 days	CUSTOMER SIGNATURE <i>David W. Higgins</i>
HALLIBURTON OPERATOR / ENGINEER <i>Nick Korbe</i>	

TOTAL FROM THIS PAGE	92.59
TOTAL FROM NEXT PAGE(S)	4,171.72
SUBTOTAL	4,264.31
TAXES	265.05
GRAND TOTAL	4,529.36 US Dollars

ORIGINAL



Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
40	16091	CSG PUMPING,0-4 HRS,ZI				
	Liberal, KS, USA Hwy 54 West		1.00	EA	1,778.00	1,778.00
			1.00	EA	924.56-	924.56-
			1.00	EA	853.44	853.44
		001-016				
		CSG PUMPING,0-4 HRS,ZI				
		With the following configuration:				
		DEPTH		520		
		FEET/METRES (FT/M)		FT		
60	7	ENVIRONMENTAL SURCHARGE,/JOB,ZI				
	Liberal, KS, USA Hwy 54 West		1.00	JOB	60.00	60.00
		000-150				
70	100003185	PLUG,CMTG,BOT PLSTC,8 5/8 IN 24-49#				
	Liberal, KS, USA Hwy 54 West		1.00	EA	196.00	196.00
			1.00	EA	101.92-	101.92-
			1.00	EA	94.08	94.08
		404.30111				
		PLUG - CMTG - BOTTOM PLASTIC - 8-5/8				
		IN. 24-49# - 7.580 MIN/8.097 MAX CSG				
		ID - OIL RESISTANT				
90	14241	SBM Halliburton Light Premium Plus				
	Hugoton, KS, USA		150.00	SK	13.71	2,056.50
			150.00	SK	7.13-	1,069.38-
			150.00	SK	6.58	987.12
		504-120				
130	100005053	Chemical - Calcium Chloride Hi Test Plt				
	Hugoton, KS, USA		5.00	SK	49.85	249.25
			5.00	SK	25.92-	129.61-
			5.00	SK	23.93	119.64
		509-406890.50812				
		CALCIUM CHLORIDE - HI TEST PELLET -				
		94-97% CACL 2 - 80# BAG				

ORIGINAL



Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
140	100005049 Hugoton, KS, USA	Chemical - Flocele (25 lb sk) XXXXXXXX 890.50071 FLOCELE - 3/8 - 25 LB SACK	72.00	LB	2.22	159.84
			72.00	LB	1.15-	83.12-
			72.00	LB	1.07	76.72
150	100012205 Hugoton, KS, USA	Cement- Class C / Premium (Bulk) 504-050516.00265 CEMENT - CLASS C - PREMIUM - BULK	135.00	SK	16.68	2,251.80
			135.00	SK	8.67-	1,170.94-
			135.00	SK	8.01	1,080.86
160	3965 Hugoton, KS, USA	HANDLE&DUMP SVC CHRG, CMT&ADDITIVES,ZI 500-207 With the following configuration: NUMBER OF EACH	307.00	CF	1.76	540.32
			307.00	CF	0.92-	280.97-
			307.00	CF	0.84	259.35
170	3975 Hugoton, KS, USA	MILEAGE,CMTG MTLs DEL/RETURNED,ZI 500-306 With the following configuration: NUMBER OF TONS	135.0	TMI	1.39	187.65
			135.0	TMI	0.72-	97.58-
			135.0	TMI	0.67	90.07
180	100004727 Liberal, KS, USA Hwy 54 West	SHOE - GUIDE - 8-5/8 8RD 12A825.217 SHOE - GUIDE - 8-5/8 8RD	1.00	EA	299.00	299.00
			1.00	EA	155.48-	155.48-
			1.00	EA	143.52	143.52

ORIGINAL



Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	LOCATION					
190	100004702	VALVE ASSY-INSERT FLOAT-8-5/8				
	Liberal, KS, USA Hwy 54 West		1.00	EA	328.00	328.00
			1.00	EA	170.56-	170.56-
			1.00	EA	157.44	157.44
		24A- 815.19502				
		VALVE ASSY - INSERT FLOAT - 8-5/8 8RD				
		CSG 24#				
200	100013933	FILLUP ASSY - 1.500 ID - 7 IN. - 8-5/8				
	Liberal, KS, USA Hwy 54 West		1.00	EA	45.00	45.00
			1.00	EA	23.40-	23.40-
			1.00	EA	21.60	21.60
		815.19405				
		FILLUP ASSY - 1.500 ID - 7 IN. - 8-5/8				
		INSERT FLOAT VALVE				
210	100004521	CENTRALIZER ASSY - 8-5/8 CSG X 12-1/4				
	Liberal, KS, USA Hwy 54 West		4.00	EA	71.40	285.60
			4.00	EA	37.13-	148.51-
			4.00	EA	34.27	137.09
		40806.61048				
		CENTRALIZER ASSY - 8-5/8 CSG X 12-1/4				
		HOLE - HINGED - W/WELDED STANDARD				
		BOWS				
220	100004616	BASKET-CMT-8-5/8 CSG-SLIP-ON-S				
	Liberal, KS, USA Hwy 54 West		1.00	EA	146.00	146.00
			1.00	EA	75.92-	75.92-
			1.00	EA	70.08	70.08
		806.71460				
		BASKET - CEMENT - 8-5/8 CSG - SLIP-ON				
		- STEEL BOWS - CANVAS				
230	100004642	CLP,LIM,8 5/8,FRICT,WTH DOGS				
	Liberal, KS, USA Hwy 54 West		1.00	EA	24.70	24.70
			1.00	EA	12.84-	12.84-
			1.00	EA	11.86	11.86
		XXXXXXX 806.72750				

ORIGINAL



Halliburton Energy Services, Inc.

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
		CLAMP - LIMIT - 8-5/8 - FRICTION - W/DOGS				
240	100005045	HALLIBURTON WELD-A KIT				
	Liberal, KS, USA Hwy 54 West		1.00	EA	18.43	18.43
			1.00	EA	9.58-	9.58-
			1.00	EA	8.85	8.85
		HALLIBURTON WELD-A KIT				
		INVOICE AMOUNT				4,264.31
		Sales Tax - State				201.47
		Sales Tax - County				22.46
		Sales Tax - City/Loc				41.12
		INVOICE TOTAL				4,529.36
						US Dollars

ORIGINAL

JOB SUMMARY

ORDER NO. 70006

TICKET #	667255	TICKET DATE	6-6-00
BDA / STATE	Ks	COUNTY	Stevens
PSL DEPARTMENT	Z1	ORIGINAL	
CUSTOMER REP / PHONE	David Higgins		
API / UWI #			
DEPARTMENT	Cement	JOB PURPOSE CODE	035
SEC / TWP / RNG	12-315-35W		

REGION	North America	NWA/COUNTRY	MidCont USA
MBU ID / EMP #	MCL10110 106328	EMPLOYEE NAME	Nick Korbe
LOCATION	Liberal	COMPANY	P.N.R.
TICKET AMOUNT	\$4529.36	WELL TYPE	01
WELL LOCATION	SSW 85 of Satanta	DEPARTMENT	Cement
LEASE / WELL #	Beardsley 3-12	SEC / TWP / RNG	12-315-35W

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
N. Korbe 106328 5			
S. Engel 106099 5			
T. Browning 197809 5			

HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES	HES UNIT NUMBERS	R/T MILES
421270	80						
54218178202	80						
5402918612	60						

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

DATE	CALLED OUT	ON LOCATION	JOB STARTED	JOB COMPLETED
6-6-00	1800	6-6-00	6-6-00	6-6-00
		2000	2315	2345

TYPE AND SIZE	QTY	MAKE
Float Collar insert	1	H
Float Shoe PiliTubo	1	O
Guide Shoe Reg	1	O
Centralizers S-4	4	U
Bottom Plug		
Top Plug S-W Plastic	1	C
Head fuser ip	1	O
Packer Basket	1	
Other		

	NEW/USED	WEIGHT	SIZE	FROM	TO	MAX ALLOW
Casing	N	24	8 7/8	0	551	
Liner						
Liner						
Tbg/D.P.						
Tbg/D.P.						
Open Hole						SHOTS/FT.
Perforations						
Perforations						
Perforations						

Treat Fluid	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		

HOURS ON LOCATION		OPERATING HOURS		DESCRIPTION OF JOB
DATE	HOURS	DATE	HOURS	
6-6-00	5 hrs	6-6-00	1 1/2 hrs	010
TOTAL	5 hrs	TOTAL	1 1/2 hrs	

ORDERED	HYDRAULIC HORSEPOWER
	Avail. _____ Used _____
TREATED	AVERAGE RATES IN BPM
	Disp. _____ Overall _____
FEET	CEMENT LEFT IN PIPE
45	Reason <u>shjt</u>

STAGE	SACKS	CEMENT	BULK/SKS	ADDITIVES	YIELD	LBS/GAL
L	150	HLC "C"	B	2% ACC 1/4" Hoco	2.05	12.3
T	135	Bent "C"	B	2% ACC, 1/4" Hoco	1.34	14.8

Circulating	Displacement	Preflush:	Gal - BBI	Type
Breakdown	Maximum	Load & Bkdn:	Gal - BBI	Pad: BBI - Gal
Average	Frac Gradient	Treatment	Gal - BBI	Disp: BBI - Gal <u>32</u>
Shut In: Instant	5 Min _____ 15 Min _____	Cement Slurr	Gal - BBI	
		Total Volume	Gal - BBI	

JOB LOG

ORDER NO. 70006

TICKET #

667255

TICKET DATE

6-6-00

REGION North America	NWA/COUNTRY MidCont USA	BDA / STATE Ks	COUNTY Stevens
MBU ID / EMP # MCL10110 106328	EMPLOYEE NAME Nick Korbe	PSL DEPARTMENT 21	ORIGINAL
LOCATION Liberal	COMPANY P.N.R.	CUSTOMER REP / PHONE David Higgins	
TICKET AMOUNT \$4529.36	WELL TYPE 01	API / UWI #	
WELL LOCATION SSW 85 of Satanta	DEPARTMENT Cement	JOB PURPOSE CODE 010	
LEASE / WELL # Beardsley 3-12	SEC / TWP / RNG 12-31S-35W		

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
N. Korbe 106328	5						
S. Engel 106089	5						
T. Brumby 197809	5						

CHART NO.	TIME	RATE (BPM)	VOLUME (BBL)(GAL)	PUMPS		PRESS. (psi)		JOB DESCRIPTION / REMARKS
				T	C	Tbg	Csg	
	1800							called out
	2000							on top Held Safety mtg set up trucks
								nig dnlg.
	2200							st FE
	2258							Break circ
	2311							2000 Test lines 20 bbl Fr-ups
	2316	6	0					50 st t/cmt 150 sks @ 12.3"
	2320	6	20/0					170 st t/cmt 135 sks @ 14.8"
	2328	65	55/0					125 end cmt
	2333		32					repl plug
	2335	6	0					25 st disp
								catch cmt
	2341	2	22					100 st cur at p
	2345	2	32					2000 Bump plug
	2346							repl plug flood held
								circ 13 bbl cmt to pit
								Job complete Thank you Nick & crew



Work Order Contract ORIGINAL

Order Number

667255

Halliburton Energy Services, Inc.
Houston Texas 77056

70012 SAP

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

Well No. 3-12	Farm or Lease Beardsley	County Stevens	State KS	Well Permit #
Customer Pioneer Nat. Res.	Well Owner Same		Job Purpose 010	

THIS WORK ORDER MUST BE SIGNED BEFORE WORK IS COMMENCED

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

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

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

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

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

D. EQUIPMENT LIABILITY - Customer shall at its risk and expense attempt to recover any Halliburton Group equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 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: x David W. Dyer DATE: 6-6-00 TIME: 2100 A.M./P.M. 0
CUSTOMER Authorized Signatory

Customer Acceptance of Materials and Services

THE CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF THE MATERIALS AND SERVICES DESCRIBED ON THE ATTACHED ORDER NUMBER 667255

x David W. Dyer
CUSTOMER Authorized Signatory

White-Office

Canary-Field Office

Pink-Customer

Green-Retain