



Confidentiality Requested:

Yes No

KANSAS CORPORATION COMMISSION 1234951
OIL & GAS CONSERVATION DIVISION

Form ACO-1

August 2013

Form must be Typed
Form must be Signed
All blanks must be Filled

WELL COMPLETION FORM
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____

CONTRACTOR: License # _____

Name: _____

Wellsite Geologist: _____

Purchaser: _____

Designate Type of Completion:

- New Well Re-Entry Workover
- Oil WSW SWD SIOW
- Gas D&A ENHR SIGW
- OG GSW Temp. Abd.
- CM (Coal Bed Methane)
- Cathodic Other (Core, Expl., etc.): _____

If Workover/Re-entry: Old Well Info as follows:

Operator: _____

Well Name: _____

Original Comp. Date: _____ Original Total Depth: _____

- Deepening Re-perf. Conv. to ENHR Conv. to SWD
- Plug Back Conv. to GSW Conv. to Producer
- Commingled Permit #: _____
- Dual Completion Permit #: _____
- SWD Permit #: _____
- ENHR Permit #: _____
- GSW Permit #: _____

Spud Date or Recompletion Date	Date Reached TD	Completion Date or Recompletion Date
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API No. 15 - _____

Spot Description: _____

_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ East West

_____ Feet from North / South Line of Section

_____ Feet from East / West Line of Section

Footages Calculated from Nearest Outside Section Corner:

- NE NW SE SW

GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)

Datum: NAD27 NAD83 WGS84

County: _____

Lease Name: _____ Well #: _____

Field Name: _____

Producing Formation: _____

Elevation: Ground: _____ Kelly Bushing: _____

Total Vertical Depth: _____ Plug Back Total Depth: _____

Amount of Surface Pipe Set and Cemented at: _____ 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

(Data must be collected from the Reserve Pit)

Chloride content: _____ ppm Fluid volume: _____ bbls

Dewatering method used: _____

Location of fluid disposal if hauled offsite:

Operator Name: _____

Lease Name: _____ License #: _____

Quarter _____ Sec. _____ Twp. _____ S. R. _____ East West

County: _____ Permit #: _____

AFFIDAVIT

I am the affiant and I hereby certify that 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.

Submitted Electronically

KCC Office Use ONLY

- Confidentiality Requested
Date: _____
- Confidential Release Date: _____
- Wireline Log Received
- Geologist Report Received
- UIC Distribution
- ALT I II III Approved by: _____ Date: _____

1234951

Operator Name: _____ Lease Name: _____ Well #: _____

Sec. _____ Twp. _____ S. R. _____ East West County: _____

INSTRUCTIONS: Show important tops of formations penetrated. Detail all cores. Report all final copies of drill stems 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 test, along with final chart(s). Attach extra sheet if more space is needed.

Final Radioactivity Log, Final Logs run to obtain Geophysical Data and Final Electric Logs must be emailed to kcc-well-logs@kcc.ks.gov. Digital electronic log files must be submitted in LAS version 2.0 or newer AND an image file (TIFF or PDF).

Drill Stem Tests Taken <i>(Attach Additional Sheets)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Log	Formation (Top), Depth and Datum	<input type="checkbox"/> Sample
Samples Sent to Geological Survey	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Electric Log Run	<input type="checkbox"/> Yes <input type="checkbox"/> No			
List All E. Logs Run:				

CASING RECORD <input 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

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				

Did you perform a hydraulic fracturing treatment on this well? Yes No *(If No, skip questions 2 and 3)*

Does the volume of the total base fluid of the hydraulic fracturing treatment exceed 350,000 gallons? Yes No *(If No, skip question 3)*

Was the hydraulic fracturing treatment information submitted to the chemical disclosure registry? Yes No *(If No, fill out Page Three of the ACO-1)*

Shots Per Foot	PERFORATION RECORD - Bridge Plugs Set/Type Specify Footage of Each Interval Perforated	Acid, Fracture, Shot, Cement Squeeze Record <i>(Amount and Kind of Material Used)</i>	Depth

TUBING RECORD: Size: _____ Set At: _____ Packer At: _____ Liner Run: Yes No

Date of First, Resumed Production, SWD or ENHR: _____ Producing Method:
 Flowing Pumping Gas Lift Other *(Explain)* _____

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

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input type="checkbox"/> Sold <input type="checkbox"/> Used on Lease <i>(If vented, Submit ACO-18.)</i>	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <i>(Submit ACO-5)</i> <input type="checkbox"/> Other <i>(Specify)</i> _____	PRODUCTION INTERVAL: _____ _____
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PAGE 1 of 1	CUST N° 1004409	YARD # 1718	INVOICE DATE 10/23/2014
INVOICE NUMBER 91629917			

Pratt (620) 672-1201

B VAL ENERGY
I 125 n market ste 1710
L WICHITA
L KS US 67202
T
O ATTN: ACCOUNTS PAYABLE

J LEASE NAME Billiter ✓ 1-16
O LOCATION
B COUNTY Cowley
S STATE KS
I JOB DESCRIPTION Cement-New Well Casing/Pi
T JOB CONTACT
E
RECEIVED
OCT 24 2014

JOB #	EQUIPMENT #	PURCHASE ORDER NO.		TERMS	DUE DATE
40779429	19905	9308-1		Net - 30 days	11/22/2014
		QTY	U of M	UNIT PRICE	INVOICE AMOUNT
For Service Dates: 10/22/2014 to 10/22/2014					
0040779429					
171811469A Cement-New Well Casing/Pi 10/22/2014 Cement 5 1/2" Longstring					
AA2 Cenient		100.00	EA	11.39	1,139.00 T
60/40 POZ		30.00	EA	8.04	241.20 T
Celloflake		26.00	EA	2.48	64.45 T
C-41P		24.00	EA	2.68	64.32 T
Salt		454.00	EA	0.34	152.09 T
C-44		94.00	EA	3.45	324.35 T
FLA-322		76.00	EA	5.03	381.90 T
Gilsonite		500.00	EA	0.45	224.45 T
Super Flush II		500.00	EA	1.03	512.55 T
"Latch Down Plug & Baffle, 5 1/2" (Blu		1.00	EA	268.00	268.00
"Auto Fill Float Shoe 5 1/2" (Blue)"		1.00	EA	241.20	241.20
"Turbolizer, 5 1/2" (Blue)"		5.00	EA	73.70	368.50
"5 1/2" Basket (Blue)"		1.00	EA	194.30	194.30
"Unit Mileage Chg (PU, cars one way)"		120.00	MI	3.02	361.80
Heavy Equipment Mileage		240.00	MI	5.03	1,200.00
"Proppant & Bulk Del. Chgs., per ton mil		720.00	EA	1.68	1,206.00
Depth Charge; 3001-4000'		1.00	EA	1,447.20	1,447.20
Blending & Mixing Service Charge		130.00	BAG	0.94	121.94
Plug Container Util. Chg.		1.00	EA	167.50	167.50
"Service Supervisor, first 8 hrs on loc.		1.00	EA	117.25	117.25
PLEASE REMIT TO:				SEND OTHER CORRESPONDENCE TO:	
BASIC ENERGY SERVICES, LP		BASIC ENERGY SERVICES, LP		SUB TOTAL	8,804.00
PO BOX 841903		801 CHERRY ST, STE 2100		TAX	198.68
DALLAS, TX 75284-1903		FORT WORTH, TX 76102		INVOICE TOTAL	9,002.68



BASICSM
ENERGY SERVICES
PRESSURE PUMPING & WIRELINE

10244 NE Hwy. 61
P.O. Box 8613
Pratt, Kansas 67124
Phone 620-672-1201

FIELD SERVICE TICKET
1718 11469 A

DATE _____ TICKET NO. _____

16-305-5F

DATE OF JOB <u>10-22-14</u> DISTRICT _____		NEW WELL <input checked="" type="checkbox"/> OLD WELL <input type="checkbox"/> PROD <input type="checkbox"/> INJ <input type="checkbox"/> WDW <input type="checkbox"/> CUSTOMER ORDER NO.:								
CUSTOMER <u>VAL Energy, Incorporated</u>		LEASE <u>Billiter 2</u> WELL NO. <u>116</u>								
ADDRESS _____		COUNTY <u>Cowley</u> STATE <u>KS</u>								
CITY _____ STATE _____		SERVICE CREW <u>Scott, Shawn, Aaron</u>								
AUTHORIZED BY <u>Dustin Weaver</u>		JOB TYPE: <u>5 1/2 Long string</u> <u>new</u>								
EQUIPMENT#	HRS	EQUIPMENT#	HRS	EQUIPMENT#	HRS	TRUCK CALLED	DATE	AM	PM	TIME
<u>38970</u>	<u>.6</u>					ARRIVED AT JOB	<u>10-22-14</u>			<u>5:00</u>
<u>77650</u>	<u>19905</u>					START OPERATION	<u>10-22-14</u>			<u>8:10</u>
<u>19889</u>	<u>19862</u>					FINISH OPERATION	<u>10-22-14</u>			<u>8:35</u>
						RELEASED	<u>10-22-14</u>			<u>9:30</u>
						MILES FROM STATION TO WELL _____				

CONTRACT CONDITIONS: (This contract must be signed before the job is commenced or merchandise is delivered).

The undersigned is authorized to execute this contract as an agent of the customer. As such, the undersigned agrees and acknowledges that this contract for services, materials, products, and/or supplies includes all of and only those terms and conditions appearing on the front and back of this document. No additional or substitute terms and/or conditions shall become a part of this contract without the written consent of an officer of Basic Energy Services LP.

SIGNED: _____
(WELL OWNER, OPERATOR, CONTRACTOR OR AGENT)

ITEM/PRICE REF. NO.	MATERIAL, EQUIPMENT AND SERVICES USED	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
CP105	AA7 Cement	SK	100		1700 00
CP103	60/110 P02	SK	30		360 00
CC102	Cellophane	lb	26		96 20
CC105	C-41P	lb	24		96 00
CC111	SoH	lb	454		227 00
CC115	C-44	lb	94		484 10
CC129	FIA 322	lb	76		570 00
CC201	Gibsonite	lb	500		335 00
CF607	Latch Down Plug + Ballite 5 1/2	EA	1		400 00
CF1751	Auto Fill Float Valve 5 1/2	EA	1		360 00
CF1651	Turbolizer 5 1/2	EA	5		550 00
CF1901	Basket 5 1/2	EA	1		290 00
CC155	Super Flush II	Gal	500		765 00
E100	Unit Mileage Charge Pickups Small Van	MI	120		540 00
E101	Heavy Equipment Mileage	MI	240		1900 00
E113	Prop + Ballite Delivery Charge Ton-Mile	TM	770		1800 00
CF204	Depth Charge 3001-4000'	4hr	1		2160 00
CF240	Blending + Mixing Service Charge	SK	130		182 00
CF504	Plug Container Utilization Charge	Job	1		250 00
5003	Service Supervisor Dist 8 his salary	EA	1		175 00
SUB-TOTAL					175 00
TOTAL					13,140 30

CHEMICAL / ACID DATA:

SERVICE & EQUIPMENT %TAX ON \$
MATERIALS %TAX ON \$

Discounted Total 8,804 00
KG

SERVICE REPRESENTATIVE _____ THE ABOVE MATERIAL AND SERVICE ORDERED BY CUSTOMER AND RECEIVED BY: _____
(WELL OWNER OPERATOR CONTRACTOR OR AGENT)

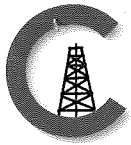
FIELD SERVICE ORDER NO. _____

Customer VAL Energy Group	Lease No.	Date 10-27-14	
Lease B. Miller 2	Well # 1-16		
Field Order # 11409A	Station Pint	Casing 5 1/2	Depth 3319
Type Job 5 1/2 Long String	Formation CNUW	County Coville	State KS
		Legal Description 16 305 SE	

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid	RATE	PRESS	ISIP	
3 1/2				Pre Pad	Max		5 Min.	
Depth 3319	Depth	From	To	Pad	Min		10 Min.	
Volume	Volume	From	To	Frac	Avg		15 Min.	
Max Press 2000	Max Press	From	To		HHP Used		Annulus Pressure	
Well Connection 5 1/2	Annulus Vol.	From	To	Flush	Gas Volume		Total Load	
Plug Depth	Packer Depth	From	To					

Customer Representative Dustin Weaver	Station Manager Kevin Goodley	Treater Scott Graves
Service Units 35970 7689 19903 19889 19822		
Driver Names Scott Shawn Aaron		

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
5:00					On Location Safety Meeting Rig up
5:10					Run Floor Equipment Riser 108
					Subsiders 1,3,5,7,10
6:15					Circulate on bottom
8:00	0		10	4	Pump 1170 spacer
8:03			12	4	Pump Super Flush 11 500 gallons
8:06			3	4	Pump 1170 spacer
8:07	700			5	Mix 100 sks AA2 cement 15.5
8:12	0		24.22		shut down
8:13					Drop plug
8:15					Drop plug
8:20				5.5	Start Displacement
8:30	500		5.8	5.5	1.11 Pressure
8:31			2		Shut Down Fix leak
8:32	500		8	5.5	Resume Displacement
8:34	400		8	3.5	Reduce Rate
8:35	500		8	3.5	Plug landed
8:36	1500				Pressure up on plug
8:37					Release Pressure NO Returns
8:40	0		8	2	Plug Ret hole 30 sks 60/140/202
					shut down
					Job Complete



CONSOLIDATED
Oil Well Services, LLC

REMIT TO
Consolidated Oil Well Services, LLC
Dept. 970
P.O. Box 4346
Houston, TX 77210-4346

MAIN OFFICE
P.O. Box 884
Chanute, KS 66720
620/431-9210 • 1-800/467-8676
Fax 620/431-0012

INVOICE

Invoice # 271952

Invoice Date: 10/23/2014 Terms: 0/30/10,n/30

Page 1

VAL ENERGY
125 N. MARKET, SUITE 1710
WICHITA KS 67202
(316)263-6688

BILLITER V-1-16
46531
16/30S/5E
KS

RECEIVED
OCT 27 2014

9208-1
SURFACE Cement

Part Number	Description	Qty	Unit Price	Total
1104S	CLASS "A" CEMENT (SALE)	150.00	15.7000	2355.00
1102	CALCIUM CHLORIDE (50#)	450.00	.7800	351.00
1107	FLO-SEAL (25#)	75.00	2.4700	185.25

Sublet Performed	Description	Total
9996-180	CEMENT MATERIAL DISCOUNT	-867.37

Description	Hours	Unit Price	Total
479 MIN. BULK DELIVERY	1.00	368.00	368.00
603 CEMENT PUMP (SURFACE)	1.00	870.00	870.00
603 EQUIPMENT MILEAGE (ONE WAY)	30.00	4.20	126.00

Amount Due 4440.29 if paid after 11/02/2014

Parts:	2891.25	Freight:	.00	Tax:	129.53	AR	3517.41
Labor:	.00	Misc:	.00	Total:	3517.41		
Sublt:	-867.37	Supplies:	.00	Change:	.00		

Signed _____ Date _____



CONSOLIDATED
Oil Well Services, LLC

PO Box 884, Chanute, KS 66720
620-431-9210 or 800-467-8676

271952

TICKET NUMBER 46531
LOCATION El Dorado
FOREMAN Fuzz

FIELD TICKET & TREATMENT REPORT
CEMENT

KS

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
10-19-14	8576	Billiter V-1-16	16	305	56	Cowley
CUSTOMER UAI Energy			TRUCK #	DRIVER	TRUCK #	DRIVER
MAILING ADDRESS 200 W. Douglass Ste 520			603	Tuncoy		
CITY Wichita			479	Dustin		
STATE KS		ZIP CODE 67202				

Have
fill
+ 4
Bitter
1/2
min

JOB TYPE Surface HOLE SIZE 12 1/4 HOLE DEPTH 224' CASING SIZE & WEIGHT 8 5/8
CASING DEPTH 224' DRILL PIPE _____ TUBING _____ OTHER _____
SLURRY WEIGHT 14.7 SLURRY VOL 1.36 WATER gal/sk _____ CEMENT LEFT in CASING _____
DISPLACEMENT 12.9 DISPLACEMENT PSI _____ MIX PSI _____ RATE _____

REMARKS: Safety meeting on UAI #3. Rig up and circulate mix 150 sacks
Class 'A' 370cc 1/2" poly. Displace 13 BBLs and shut in.
cement did circulate approx 4 BBLs to pit

Thanks
Fuzz & crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
5405	1	PUMP CHARGE	870.00	870.00 ✓
5406	30	MILEAGE	4.20	126.00 ✓
5407	7.1 ton	Ton mileage Delivery (min)	1.41	368.00 ✓
11045	150 Sks	Class 'A'	15.20	2280.00 ✓
1102	450*	Calcium Chloride	0.78	351.00 ✓
1107	75*	Poly Dike	2.47	185.25 ✓
		subtotal		4255.25 ✓
		less Disc		867.37 ✓
		subtotal		3387.88 ✓
		SALES TAX		129.53 ✓
		ESTIMATED TOTAL		3517.41 ✓

Revin 3737

AUTHORIZATION [Signature] TITLE _____ DATE _____

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form

0 35

TERMS

In consideration of the prices to be charged for Consolidated Oil Well Services, LLC (COWS) services, equipment and products and for the performance of services and supplying of materials, Customer agrees to the following terms and conditions.

Terms. Cash in advance unless satisfactory credit is established. On credit sales, invoices are payable within 30 days of the invoice date. On all invoices not paid within 30 days, Customer agrees to pay COWS interest at the rate of 18% per annum or the maximum rate allowed by law, whichever is higher. In the event COWS retains an attorney to pursue collection of any account, Customer agrees to pay all collection costs and attorney's fees incurred by COWS.

Any applicable federal, state or local sales, use occupation, consumer's or emergency taxes shall be added to the quoted price. All process license fees required to be paid to others will be added to the scheduled prices.

All COWS' prices are subject to change without notice.

SERVICE CONDITIONS

Customer warrants that the well is in proper condition to receive the services, equipment, products and materials to be supplied by COWS. The Customer shall at all time have complete care, custody, and control of the well, the drilling and production equipment at the well, and the premises about the well. A responsible representative of the Customer shall be present to specify depths, pressures, or materials used for any service which is to be performed.

(a) COWS shall not be responsible for any claim, cause of action or demand (hereinafter referred to as a 'claim') for damage to property, or injury to or death of employees and representatives, of Customer or the well owner (if different from Customer), unless such damage, injury or death is caused by the willful misconduct or gross negligence of COWS, including but not limited to sub-surface damage and surface damage arising from sub-surface damage.

(b) Unless a claim is the result of the sole willful misconduct or gross negligence of COWS, Customer shall be responsible for and indemnify and hold COWS harmless from any claim for: (1) reservoir loss or damage, or property damage resulting from sub-surface pressure, losing control of the well and/or a well blowout; (2) damages as a result of a subsurface trespass, or an action in the nature thereof, arising from a service operation performed by COWS; (3) injury to or death of persons, other than employees of COWS, or damage to property (including, but not limited to, injury to the well), or any damages whatsoever, irrespective of cause, growing out of or in any way connected with the use of radioactive material in the well hole; and (4) well damage or reservoir damage caused by (i) loss of circulation, cement invasion, cement misplacement, pumping cement or cement plugs on wells with loss of circulation, including the failure to displace plug to proper depth, (ii) sub-surface pressure and resulting failure to complete pumping of cement or cement plug, including dehydration of cement slurry or flashing, plugged float shoe, annulus bridging or plugging, or (iii) down hole tools being lost or left in the well, or becoming stuck in the well for any reason and by any cause. COWS may furnish down hole tools and may supply supervision for the running and placement of such tools but will not be liable for any damage, loss or result caused by the use of such tools.

Furthermore, Customer will be responsible for the cost to replace such tools if they are lost or left in the well.

(c) COWS makes no guarantee of the effectiveness of any COWS' products, supplies or materials, or the results of any COWS' treatment or services.

(d) Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, COWS is unable to guarantee the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by COWS. COWS' personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that COWS shall not be responsible for any damage arising from the use of such information except where due to COWS' gross negligence or willful misconduct in the preparation or furnishing of it.

(e) COWS may buy and re-sell to Customer down hole equipment, including but not limited to float equipment, DV tools, port collars, type A & B packers, and Customer agrees that COWS is not an agent or dealer for the companies who manufacture such items, and further agrees that Customer shall be solely responsible for and indemnify COWS against any claim with regard to the effectiveness, malfunction of, or functionality of such items.

WARRANTIES - LIMITATION OF LIABILITY

COWS warrants title to the products, supplies and materials, and that the same are free from defects in workmanship and materials. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. COWS's liability and Customer's exclusive remedy in any claim (whether in contract, tort, breach of warranty or otherwise,) arising out of the sale or use of any COWS' products, supplies, materials or services is expressly limited to the replacement of such products, supplies, materials or services or their return to COWS or, at COWS' option, an allowance to Customer of credit for the cost of such items.

Customer waives and releases all claims against COWS for any special, incidental, indirect, consequential or punitive damages.