

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

ORIGINAL

Form ACO-1  
October 2008  
Form Must Be Typed

WELL COMPLETION FORM  
WELL HISTORY - DESCRIPTION OF WELL & LEASE

OPERATOR: License # 5822

Name: VAL ENERGY INC.

Address 1: 200 W. DOUGLAS SUITE 520

Address 2: \_\_\_\_\_

City: WICHITA State: KS Zip: 67202 + \_\_\_\_\_

Contact Person: K. TODD ALLAM

Phone: (316) 263-6688

CONTRACTOR: License # 5822

Name: VAL ENERGY INC.

Wellsite Geologist: WESLEY HANSEN

Purchaser: MACLASKEY

Designate Type of Completion:

☒ New Well ☐ Re-Entry ☐ Workover

☒ Oil ☐ SWD ☐ SIOW

☐ Gas ☐ ENHR ☐ SIGW

☐ CM (Coal Bed Methane) ☐ Temp. Abd.

☐ Dry ☐ Other \_\_\_\_\_

(Core, WSW, Expl., Cathodic, 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: \_\_\_\_\_ Plug Back Total Depth \_\_\_\_\_

☐ Commingled ☐ Docket No.: \_\_\_\_\_

☐ Dual Completion ☐ Docket No.: \_\_\_\_\_

☐ Other (SWD or Enhr.?) ☐ Docket No.: \_\_\_\_\_

7/10-2007 7-20-2007 8/1/2007

Spud Date or  
Recompletion Date Date Reached TD Completion Date or  
Recompletion Date

API No. 15-007-23165-00-00

Spot Description: \_\_\_\_\_

C NE Sec. 6 Twp. 34 S. R. 11 ☐ East ☒ West

1320 Feet from ☒ North / ☐ South Line of Section

1320 Feet from ☒ East / ☐ West Line of Section

Footages Calculated from Nearest Outside Section Corner:

☒ NE ☐ NW ☐ SE ☐ SW

County: BARBER

Lease Name: BAYLIFFE Well #: V 1-6

Field Name: \_\_\_\_\_

Producing Formation: MISSISSIPPI

Elevation: Ground: 1435 Kelly Bushing: 1446

Total Depth: 5262 Plug Back Total Depth: 5239

Amount of Surface Pipe Set and Cemented at: 265 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 cmf.

Drilling Fluid Management Plan

(Data must be collected from the Reserve Pit)

Chloride content: 31000 ppm Fluid volume: 1100 bbls

Dewatering method used: HAUL OFF

Location of fluid disposal if hauled offsite: \_\_\_\_\_

Operator Name: VAL ENERGY INC

Lease Name: BOGGS RANCH License No.: C-24

Quarter SE Sec. 8 Twp. 33S S. R. 12 ☐ East ☒ West

County: BARBER Docket No.: D10917

**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 of 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: [Signature]

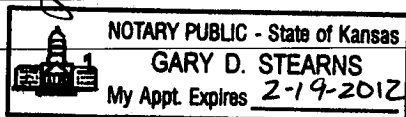
Title: OPERATIONS Date: 9/30/10

Subscribed and sworn to before me this 30 day of SEP

20 10

Notary Public: [Signature]

Date Commission Expires: \_\_\_\_\_



KCC Office Use ONLY

N Letter of Confidentiality Received

If Denied, Yes ☐ Date: \_\_\_\_\_

☒ Wireline Log Received

☒ Geologist Report Received

UIC Distribution

Alt 1-Dlg - 10/11/10

Operator Name: VAL ENERGY INC. Lease Name: BAYLIFFE Well #: V 1-6  
 Sec. 6 Twp. 34 S. R. 11 ☐ East ☒ West County: BARBER

**INSTRUCTIONS:** Show important tops and base 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. Attach copy of all Electric Wireline Logs surveyed. Attach final geological well site report.

Drill Stem Tests Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Attach Additional Sheets)  Samples Sent to Geological Survey <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Cores Taken <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Electric Log Run <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Submit Copy)  List All E. Logs Run: DUAL INDUCTION DUAL COMPENSATED POROSITY MICRO	<input type="checkbox"/> Log Formation (Top), Depth and Datum <input checked="" type="checkbox"/> Sample  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Top</th> <th style="text-align: left;">Datum</th> </tr> </thead> <tbody> <tr> <td>HEEBNER</td> <td>3669</td> <td>-2235</td> </tr> <tr> <td>KC</td> <td>4157</td> <td>-2723</td> </tr> <tr> <td>STARK</td> <td>4333</td> <td>-2899</td> </tr> <tr> <td>CHEROKEE</td> <td>4543</td> <td>-3109</td> </tr> <tr> <td>MISSISSIPPI</td> <td>4563</td> <td>-3129</td> </tr> <tr> <td>ARBUCKLE</td> <td>5215</td> <td>-3781</td> </tr> </tbody> </table>	Name	Top	Datum	HEEBNER	3669	-2235	KC	4157	-2723	STARK	4333	-2899	CHEROKEE	4543	-3109	MISSISSIPPI	4563	-3129	ARBUCKLE	5215	-3781
Name	Top	Datum																				
HEEBNER	3669	-2235																				
KC	4157	-2723																				
STARK	4333	-2899																				
CHEROKEE	4543	-3109																				
MISSISSIPPI	4563	-3129																				
ARBUCKLE	5215	-3781																				

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	23	265	COMMON	114	GEL, CL, POZMIX
PRODUCTION	7 7/8	5 1/2	14	5354	AA2	150	FRICTION REDUCER, DEFOAM, FLU+

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	4576-4602	1000G NEFE ACID, 5297BBLs SLICK WATER, 95000# SAND	4576-4602
TUBING RECORD: Size:      Set At:      Packer At:      Liner Run: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Date of First, Resumed Production, SWD or Enhr.		Producing Method: <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. 9	Gas Mcf 175	Water Bbls. 100      Gas-Oil Ratio      Gravity

DISPOSITION OF GAS: <input type="checkbox"/> Vented <input checked="" type="checkbox"/> Sold <input type="checkbox"/> Used on Lease (If vented, Submit ACO-18.)	METHOD OF COMPLETION: <input type="checkbox"/> Open Hole <input checked="" type="checkbox"/> Perf. <input type="checkbox"/> Dually Comp. <input type="checkbox"/> Commingled <input type="checkbox"/> Other (Specify) _____	PRODUCTION INTERVAL: _____ _____
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# INVOICE

24 S. Lincoln Street  
P.O. Box 31  
Russell, KS 67665-2906  
Voice: (785) 483-3887  
Fax: (785) 483-5566

Invoice Number: 109163  
Invoice Date: Jul 13, 2007  
Page: 1

<b>Bill To:</b>
Val Energy, Inc. 200 W. Douglas STE #520 Wichita, KS 67202

RECEIVED

Due 8-12-07

JUL 16 2007

Customer ID	Well Name/# of Customer P.O.	Payment Terms	
Val	Bayliffe #V 1-6	Net 30 Days	
Sales Rep ID	Camp Location	Service Date	Due Date
	Medicine Lodge	Jul 13, 2007	8/12/07

Quantity	Item	Description	Unit Price	Amount
114.00	MAT	Class A Common	11.10	1,265.40
76.00	MAT	Pozmix	6.20	471.20
3.00	MAT	Gel	16.65	49.95
6.00	MAT	Chloride	46.60	279.60
199.00	SER	Handling	1.90	378.10
15.00	SER	Mileage 199 sx @.09 per sk per mi	17.91	268.65
1.00	SER	Surface	815.00	815.00
15.00	SER	Mileage Pump Truck	6.00	90.00
1.00	SER	Head Rental	100.00	100.00
1.00	EQP	Top Wooden Plug	60.00	60.00

ALL PRICES ARE NET, PAYABLE  
30 DAYS FOLLOWING DATE OF  
INVOICE. 1 1/2% CHARGED  
THEREAFTER. IF ACCOUNT IS  
CURRENT, TAKE DISCOUNT OF

\$ 377.79

ONLY IF PAID ON OR BEFORE

Aug 12, 2007

Subtotal	3,777.90
Sales Tax	133.95
Total Invoice Amount	3,911.85
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,911.85</b>

377.79

3534.06

RECEIVED

SEP 30 2010

KCC WICHITA

# ALLIED CEMENTING CO., INC.

31069

REMIT TO P.O. BOX 31  
RUSSELL, KANSAS 67665

SERVICE POINT:

Medicine Lodge, KS

DATE <u>10 Jul 07</u>	SEC. <u>6</u>	TWP. <u>34s</u>	RANGE <u>11w</u>	CALLED OUT <u>1:00 PM</u>	ON LOCATION <u>3:00 PM</u>	JOB START <u>4:30 PM</u>	JOB FINISH <u>5:00 PM</u>
LEASE <u>Bayliffe</u>	WELL # <u>V 1-6</u>	LOCATION <u>281 +160 Jct, 11s, 1e, 1/4s</u>			COUNTY <u>Baker</u>	STATE <u>KS</u>	
OLD OR NEW (Circle one) <u>NEW</u>			W/into				

CONTRACTOR Val #3

TYPE OF JOB Surface

HOLE SIZE <u>12 1/4</u>	T.D. <u>270</u>
CASING SIZE <u>8 5/8</u>	DEPTH <u>265</u>
TUBING SIZE	DEPTH
DRILL PIPE	DEPTH
TOOL	DEPTH
PRES. MAX <u>250</u>	MINIMUM <u>-</u>
MEAS. LINE	SHOE JOINT <u>N/A</u>
CEMENT LEFT IN CSG. <u>15'</u>	
PERFS.	
DISPLACEMENT <u>15 3/4 Bbls Fresh H<sub>2</sub>O</u>	

EQUIPMENT

PUMP TRUCK	CEMENTER <u>D. Felio</u>
# <u>343</u>	HELPER <u>S. Kramer</u>
BULK TRUCK	
# <u>364</u>	DRIVER <u>R. Ramons</u>
BULK TRUCK	
#	DRIVER

## REMARKS:

Pipe on B & M, Break Circ., Pump Preflush,  
Mix 190sx 60:40:2% gel + 3% cc, Stop  
Pump, Release Plug, Start Disp., Washup  
on Plug, See increase in PSI, Slow Rate,  
Stop Pump at 15 3/4 Bbls total Disp.,  
Shut in, Cement Did Circ.

CHARGE TO: Val Energy

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RECEIVED

SEP 3 2010

KCC WICHITA

To Allied Cementing Co., Inc.

You are hereby requested to rent cementing equipment and furnish cementer and helper to assist owner or contractor to do work as is listed. The above work was done to satisfaction and supervision of owner agent or contractor. I have read & understand the "TERMS AND CONDITIONS" listed on the reverse side.

SIGNATURE

Ron Moon

OWNER Val Energy

CEMENT

AMOUNT ORDERED 190sx 60:40:2 + 3% cc

COMMON	<u>114 A</u>	@	<u>11.10</u>	<u>1265.40</u>
POZMIX	<u>76</u>	@	<u>6.20</u>	<u>471.20</u>
GEL	<u>3</u>	@	<u>16.65</u>	<u>49.95</u>
CHLORIDE	<u>6</u>	@	<u>46.60</u>	<u>279.60</u>
ASC		@		
		@		
		@		
		@		
		@		
		@		
		@		
HANDLING	<u>199</u>	@	<u>1.90</u>	<u>378.10</u>
MILEAGE	<u>15 X 199 X .09</u>			<u>268.65</u>
TOTAL				<u>2712.90</u>

## SERVICE

DEPTH OF JOB	<u>265'</u>		
PUMP TRUCK CHARGE			<u>815.00</u>
EXTRA FOOTAGE		@	
MILEAGE	<u>15</u>	@	<u>6.00</u>
MANIFOLD	<u>head Rental</u>	@	<u>100.00</u>
		@	
		@	

TOTAL 1005.00

## 8 5/8" PLUG & FLOAT EQUIPMENT

1- TWP	@	<u>60.00</u>	<u>60.00</u>
	@		
	@		
	@		
	@		

ANY APPLICABLE TAX  
WILL BE CHARGED  
UPON INVOICING

TOTAL 60.00

TAX \_\_\_\_\_

TOTAL CHARGE ~~1065.00~~

DISCOUNT ~~220.00~~ IF PAID IN 30 DAYS

Ron Moon

PRINTED NAME



Pratt

PAGE 1 of 2	CUST NO 1970-VAL002	INVOICE DATE 07/24/2007
INVOICE NUMBER <b>1970000601</b>		

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VAL ENERGY  
200 W. DOUGLAS  
SUITE 520  
WICHITA KS 67202  
ATTN:

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LEASE NAME Bayliffe 'V'  
WELL NO. 1-6  
COUNTY Barber  
STATE KS  
JOB DESCRIPTION Cement-New Well Casing/Pipe:  
JOB CONTACT

RECEIVED

JUL 25 2007

JOB #	EQUIPMENT #	PURCHASE ORDER NO.		TERMS	DUE DATE
1970-00605	301			Net 30 DAYS	08/23/2007
		QTY	U of M	UNIT PRICE	INVOICE AMOUNT
<b>For Service Dates: 07/21/2007 to 07/21/2007</b>					
<b>1970-00605</b>					
<b>1970-16371 Cement-New Well Casing 7/21/07</b>					
Pump Charge-Hourly		1.00	Hour	1943.000	1,943.00
Casing Cement Pumper					
Pump Charge-Hourly		4.00	Hour	210.000	840.00
Cemept Pumper, additonal hours on location					
Cementing Head w/Manifold		1.00	EA	250.000	250.00
Cement Head Rental					
Cement Float Equipment		1.00	EA	175.000	175.00
Flapper Type Insert Float Valve					
Cement Float Equipment		1.00	EA	75.000	75.00
Top Rubber Cement Plug					
Cement Float Equipment		7.00	EA	74.200	519.40
Turbolizer					
Mileage		175.00	DH	1.500	262.50
Cement Service Charge					
Mileage		90.00	DH	5.000	450.00
Heavy Vehicle Mileage					
Mileage		367.00	DH	1.600	587.20
Proppant and Bulk Delivery					
Pickup		45.00	Hour	3.000	135.00
Car, Pickup or Van Mileage					
Additives		43.00	EA	6.000	258.00 T
Cement Friction Reducer					
Additives		36.00	EA	3.450	124.20 T
Defoamer					
Additives		113.00	EA	8.250	932.25 T
FLA-322					
Additives		141.00	EA	5.150	726.15 T
Gas Blok					
Additives		750.00	EA	0.670	502.50 T
Gilsonite					
Additives		724.00	EA	0.250	181.00 T
Salt					
Additives		1,000.00	EA	1.530	1,530.00 T
Super Flush II					

RECEIVED  
SEP 30 2010  
KCC WICHITA



Pratt

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VAL ENERGY  
200 W. DOUGLAS  
SUITE 520  
WICHITA  
ATTN:

KS 67202

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LEASE NAME Bayliffe 'V'  
WELL NO. 1-6  
COUNTY Barber  
STATE KS  
JOB DESCRIPTION Cement-New Well Casing/Pipe:  
JOB CONTACT

PAGE 2 of 2	CUST NO 1970-VAL002	INVOICE DATE 07/24/2007
INVOICE NUMBER <b>1970000601</b>		

RECEIVED  
JUL 25 2007

JOB # 1970-00605	EQUIPMENT # 301	PURCHASE ORDER NO.		TERMS Net 30 DAYS	DUE DATE 08/23/2007
Cement 60/40 POZ		QTY 25.00	U of M EA	UNIT PRICE 10.710	INVOICE AMOUNT 267.75 T
Cement AA2		150.00	EA	16.530	2,479.50 T
Supervisor Service Supervisor		1.00	Hour	150.000	150.00
<i>Cement Production Casing</i>					
PLEASE REMIT TO: BASIC ENERGY SERVICES, LP PO BOX 841903 DALLAS, TX 75284-1903		SEND OTHER CORRESPONDENCE TO: BASIC ENERGY SERVICES, LP PO BOX 10460 MIDLAND, TX 79702		BID DISCOUNT SUBTOTAL TAX INVOICE TOTAL	
				-1,982.49 10,405.96 370.51 10,776.47	



**FIELD ORDER** 16371

Subject to Correction

Date <u>7-21-07</u>		Customer ID		Lease <u>Baylorville V.</u>	Well # <u>16</u>	Legal <u>6-36 1/2-11W</u>
C H A R G E <u>Val Energy</u>		County <u>Barber</u>		State <u>Ks.</u>	Station <u>Pia #</u>	
Depth		Formation		Shoe Joint <u>15</u>		
Casing <u>5 1/2</u>		Casing Depth <u>5254</u>		TD <u>5267</u>	Job Type <u>CNW-L.S.</u>	
Customer Representative <u>Russell Myers</u>				Treater <u>Bobby Drake</u>		

A/E Number	PO Number	Materials Received by <b>X</b> <u>Russell Myers</u>	<u>DLS</u>
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	D205	1603K.	HAZ —		2479.50
P	D203	255K.	60/10 P02 —		267.75
P	C195	113 lb.	FIA-322 —		732.25
P	C221	724 lb.	Salt (Ans.) —		181.00
P	C243	36 lb.	Diframer —		124.20
P	C244	43 lb.	Concrete Friction Reducer —		258.00
P	C312	141 lb.	Gas 3' —		726.15
P	C321	760 lb.	Gilsonite —		502.50
P	C304	1100 gal	Super Flush II —		1530.00
P	F101	7ea.	Turbolizers, 5 1/2" —		519.40
P	F143	1ea.	Top Rubber Concrete Plug, 5 1/2" —		75.00
P	F231	1ea.	Flapper Type Insert Float Valve, 5 1/2" —		175.00
P	E100	90 mi.	Heavy Vehicle Mileage		450.00
P	B101	45 mi.	Pickup Mileage		135.00
P	B104	367 mi.	Build Delivery		586.80
P	E107	175 hr	Concrete Service Charge		262.50
P	E491	1ea.	Service Supervisor		150.00
P	R211	1ea.	Concrete Pump 500' - 5500'		1745.00
P	R701	1ea.	Concrete Hand Rental		250.00
P	R402	4 hr.	Additional Hours		840.00
Discounted Price-					\$10,405.96

Customer <i>WV Energy</i>		Lease No.		Date	
Lease <i>Bar Little "V"</i>		Well # <i>16</i>		County <i>Butler</i>	
Field Order # <i>16371</i>	Station <i>Pratt</i>	Casing <i>5 1/2</i>	Depth	State <i>KS.</i>	
Type Job <i>Circ - L.S.</i>			Formation	Legal Description <i>6-3 1/2-1-1/2</i>	

PIPE DATA		PERFORATING DATA		FLUID USED	TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid <i>100% H<sub>2</sub>O<sub>2</sub></i>	RATE	PRESS	ISIP
Depth	Depth	From	To	Pre Pad <i>1.50113</i>	Max		5 Min.
Volume	Volume	From	To	Pad	Min		10 Min.
Max Press	Max Press	From	To	Frac	Avg		15 Min.
Well Connection	Annulus Vol.	From	To		HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush	Gas Volume		Total Load

Customer Representative <i>Michael Myers</i>				Station Manager <i>Steve Smith</i>				Treater <i>Robby Drake</i>			
Service Units	<i>10426</i>	<i>19822</i>	<i>17432</i>	<i>17460</i>							
Driver Names	<i>David</i>	<i>Matthew</i>	<i>James</i>	<i>Robert</i>							

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
0230					In Location - Safety - No Flow
0240					Run 129 ft 5 1/2" Casing 17460
0550					Run on Bottom
0600					Run 4 1/2" Casing - Bruce Proc. w/ Rig
0710	300		24	5.0	Super Fluid II
0715	300		5	5.0	120 spacer
0716	200		58	5.0	2 1/2" Casing (w 15.3" Tool)
0735					Balance Plug - Check Pump Times
0741	100			5.5	Start Disp.
0823	400		122		1st Pump - Run 1st to 1st Plug
0835	200		130		Plug Down
0840			7		Plug Part + House Holes
					Circulation Then Job
					Job Complete
					Thanks, Robby





Pratt

RECEIVED

SEP 30 2010

KCC WICHITA

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VAL ENERGY  
200 W. DOUGLAS  
SUITE 520  
WICHITA  
ATTN:

KS 67202

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LEASE NAME Bayliffe 'V'  
WELL NO. 1-6  
COUNTY Barber  
STATE KS  
JOB DESCRIPTION Cement-New Well Casing/Pipe  
JOB CONTACT

PAGE 1 of 2	CUST NO 1970-VAL002	INVOICE DATE 07/24/2007
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Cement Head Rental					
Cement Float Equipment		1.00	EA	175.000	175.00
Flapper Type Insert Float Valve					
Cement Float Equipment		1.00	EA	75.000	75.00
Top Rubber Cement Plug					
Cement Float Equipment		7.00	EA	74.200	519.40
Turbolizer					
Mileage		175.00	DH	1.500	262.50
Cement Service Charge					
Mileage		90.00	DH	5.000	450.00
Heavy Vehicle Mileage					
Mileage		367.00	DH	1.600	587.20
Proppant and Bulk Delivery					
Pickup		45.00	Hour	3.000	135.00
Car, Pickup or Van Mileage					
Additives		43.00	EA	6.000	258.00 T
Cement Friction Reducer					
Additives		36.00	EA	3.450	124.20 T
Defoamer					
Additives		113.00	EA	8.250	932.25 T
FLA-322					
Additives		141.00	EA	5.150	726.15 T
Gas Blok					
Additives		750.00	EA	0.670	502.50 T
Gilsonite					
Additives		724.00	EA	0.250	181.00 T
Salt					
Additives		1,000.00	EA	1.530	1,530.00 T
Super Flush II					



Pratt

PAGE 2 of 2	CUST NO 1970-VAL002	INVOICE DATE 07/24/2007
INVOICE NUMBER <b>1970000601</b>		

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VAL ENERGY  
200 W. DOUGLAS  
SUITE 520  
WICHITA  
ATTN:

KS 67202

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LEASE NAME Bayliffe 'V'  
WELL NO. 1-6  
COUNTY Barber  
STATE KS  
JOB DESCRIPTION Cement-New Well Casing/Pipe:  
JOB CONTACT

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JOB #	EQUIPMENT #	PURCHASE ORDER NO.		TERMS	DUE DATE
1970-00605	301			Net 30 DAYS	08/23/2007
		QTY	U of M	UNIT PRICE	INVOICE AMOUNT
Cement 60/40 POZ		25.00	EA	10.710	267.75 T
Cement AA2		150.00	EA	16.530	2,479.50 T
Supervisor Service Supervisor		1.00	Hour	150.000	150.00
<i>Cement Production Casing</i>					
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PLEASE REMIT TO:  
BASIC ENERGY SERVICES, LP  
PO BOX 841903  
DALLAS, TX 75284-1903

SEND OTHER CORRESPONDENCE TO:  
BASIC ENERGY SERVICES, LP  
PO BOX 10460  
MIDLAND, TX 79702

BID DISCOUNT	-1,982.49
SUBTOTAL	10,405.96
TAX	370.51
INVOICE TOTAL	10,776.47



**FIELD ORDER** 16371

Subject to Correction

Date <b>7-21-07</b>	Customer ID	Lease <b>Bartlett "V"</b>	Well # <b>1-6</b>	Legal <b>6-34-1/4</b>
		County <b>Barber</b>	State <b>Ks.</b>	Station <b>Pig #</b>
CHARGE <b>WAL Energy</b>		Depth	Formation	Shoe Joint <b>15</b>
		Casing <b>5 1/2</b>	Casing Depth <b>5254</b>	TD <b>5267</b>
		Customer Representative <b>Russell Myers</b>	Treater <b>Bobby Drake</b>	Job Type <b>CNW-L.S.</b>

AFE Number	PO Number	Materials Received by <b>X</b> <i>[Signature]</i>	<b>DLS</b>
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Station Code	Product Code	QUANTITY	MATERIALS, EQUIPMENT, and SERVICES USED	UNIT PRICE	AMOUNT
P	D205	150 SK.	11A2		2479.50
P	D203	25 SK.	60/40 P02		267.75
P	C195	113 lb.	FLA-322		932.25
P	C221	724 lb.	Salt (Fino)		181.00
P	C243	36 lb.	Deframer		124.20
P	C244	43 lb.	Cement Friction Reducer		258.00
P	C312	141 lb.	Gas Block		726.15
P	C321	750 lb.	Gilsonite		502.50
P	C304	1800 GAL	Super Flush II		1530.00
P	F101	7 ea.	Turbolizer, 5 1/2"		519.40
P	F143	1 ea.	Top Rubber Cement Plug, 5 1/2"		75.00
P	F231	1 ea.	Flapper Type Insert Float Valve, 5 1/2"		175.00
P	E100	90 mi.	Heavy Vehicle Mileage		450.00
P	B101	45 mi.	Pickup Mileage		135.00
P	B104	367 mi.	Bulk Delivery		546.80
P	E107	175 SK.	Cement Service Charge		262.50
P	B491	1 ea.	Service Supervisor		150.00
P	R211	1 ea.	Cement Pump 5001' - 5500'		1943.00
P	R701	1 ea.	Cement Head Rental		250.00
P	R402	4 hr.	Additional Hours		840.00

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Discounted Price-

\$10,405.96

As consideration, the Customer agrees:

a) To pay JET STAR ENERGY SERVICE, INC. in accordance with the rates and terms stated in JET STAR ENERGY SERVICE, INC.'s current price list. Invoices are payable NET 30 after date of invoice. Upon Customer's default payment of Customer's account by the last day of the month following the month in which the invoice is dated, Customer agrees to pay interest thereon after default at the highest lawful contract rate applicable but never to exceed 18% per annum. In the event it becomes necessary to employ attorneys to enforce collection of said account, Customer agrees to pay all collection cost and attorney fees in the amount of the unpaid account.

b) To defend indemnify, release and hold harmless JET STAR ENERGY SERVICE, INC., its divisions, subsidiaries, parent and affiliated companies and the officers, directors, employees, agents and servants of all of them from and against any claims, liability, expenses, attorney's fees and costs of defense to the extent permitted by law for:

1. Damage to property owned by, in the possession of, or leased by Customer, and/or the well owner (if different from Customer), including but not limited to, surface and subsurface damage. The term "well owner" shall include working and royalty interest owners.
2. Reservoir, formation, or well loss or damage, subsurface trespass or any action in the nature thereof.
3. Personal injury of death or property damage (including, but not limited to, damage to the reservoir, formation or well), or any damages whatsoever, growing out of or in any way connected with or resulting from pollution, subsurface pressure, losing control of the well and/or a well blowout or the use of radioactive material. The amount of this invoice is due and payable at JET STAR ENERGY SERVICE, INC., Dept. No. 1131, Tulsa, Oklahoma 74182. All terms of the Service order with customer are incorporated herein and made a part hereof by reference.

The defense, indemnity, release and hold harmless obligations of Customer provided for in this Section b) and Section c) below shall apply to claims or liability even if caused or contributed to by JET STAR ENERGY SERVICE, INC. negligence, strict liability, or operated, or furnished by JET STAR ENERGY SERVICE, INC. or any defect in the data, products, supplies, materials, or equipment of JET STAR ENERGY SERVICE, INC. whether the preparation, design, manufacture, distribution, or marketing thereof, or from a failure to warn any person of such defect. Such defense, indemnity, release and hold harmless obligations of Customer shall not apply where the claims or liability are caused by the gross negligence or willful misconduct of JET STAR ENERGY SERVICE, INC. The term "JET STAR ENERGY SERVICE, INC." as used in said Section b) and c) shall mean JET STAR ENERGY SERVICE, INC., its divisions, subsidiaries, parent and affiliated companies, and the officers, directors, employees, agents and servants of all of them.

c) That because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, JET STAR ENERGY SERVICE, INC. is unable to guarantee the effectiveness of the products, supplies, or materials, nor the results of any treatment or service, nor the accuracy of any chart interpretation, research analysis, job recommendation or other data furnished by JET STAR ENERGY SERVICE, INC. JET STAR ENERGY SERVICE, INC. personnel will use their best efforts in gathering such information and their best judgement in interpreting it, but Customer agrees that JET STAR ENERGY SERVICE, INC. shall not be liable for and Customer shall indemnify JET STAR ENERGY SERVICE, INC. against any damages from the use of such information.

d) That JET STAR ENERGY SERVICE, INC. warrants only title to the products, supplies, and materials and that the same are free from defects in workmanship and materials. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY, FITNESS OR OTHERWISE WHICH EXTEND BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. JET STAR ENERGY SERVICE, INC.'s liability and Customer's exclusive remedy in and cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale or use of any products, supplies or materials is expressly limited to the replacement of such products, supplies or materials on their return to JET STAR ENERGY SERVICE, INC. or, at JET STAR ENERGY SERVICE, INC.'s option, to the allowance to the Customer of credit for the cost of such items. In no event shall JET STAR ENERGY SERVICE, INC. be liable for special, incidental, indirect, punitive or consequential damages.

e) To waive the provisions of the Deceptive Trade Practices - Consumer Protection Act, to the extent permitted by law. We certify that the Fair Labor Standards Act of 1938, as amended, has been complied with in the production of goods and/or with respect to service furnished under this contract.

f) That this contract shall be governed by the law of the state where services are performed or materials are furnished.

g) That JET STAR ENERGY SERVICE, INC. shall not be bound by any changes or modifications in this contract, except where such change or modification is made in writing by a duly authorized manager of JET STAR ENERGY SERVICE, INC.

Customer <i>Val Energy</i>	Lease No.	Date <i>7-21-07</i>
Lease <i>Bayliff "V"</i>	Well # <i>1-6</i>	
Field Order # <i>16371</i>	Station <i>Pratt</i>	Casing <i>5 1/2</i> Depth
Type Job <i>CNW - L.S.</i>	Formation	County <i>Barber</i> State <i>KS.</i>
		Legal Description <i>6-3-1/2-1-1/2</i>

PIPE DATA		PERFORATING DATA		FLUID USED		TREATMENT RESUME		
Casing Size	Tubing Size	Shots/Ft		Acid <i>10% H<sub>2</sub>O<sub>2</sub></i>		RATE	PRESS	ISIP
Depth	Depth	From	To	Pre Pad <i>1.3011<sup>3</sup></i>		Max		5 Min.
Volume	Volume	From	To	Pad		Min		10 Min.
Max Press	Max Press	From	To	Frac		Avg		15 Min.
Well Connection	Annulus Vol.	From	To			HHP Used		Annulus Pressure
Plug Depth	Packer Depth	From	To	Flush		Gas Volume		Total Load

Customer Representative <i>Russell Myers</i>	Station Manager <i>Steve Smith</i>	Treater <i>Bobby Wake</i>
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Service Units	<i>19866</i>	<i>19862</i>	<i>19832</i>	<i>19860</i>					
Driver Names	<i>Driver</i>	<i>Driver</i>	<i>Driver</i>	<i>Driver</i>					

Time	Casing Pressure	Tubing Pressure	Bbls. Pumped	Rate	Service Log
<i>2030</i>					<i>On location - Safety Meeting</i>
<i>2210</i>					<i>Ran Prg. 129; 1/2 5 1/2" 11" Cat. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</i>
<i>0550</i>					<i>Prg. on Bottom</i>
<i>0600</i>					<i>Heave up to Prg. - Break Prg. w/ Rig</i>
<i>0710</i>	<i>300</i>		<i>24</i>	<i>5.0</i>	<i>Super Flush II</i>
<i>0715</i>	<i>300</i>		<i>5</i>	<i>5.0</i>	<i>1120 spacer</i>
<i>0716</i>	<i>200</i>		<i>58</i>	<i>5.0</i>	<i>Mix Cat. (w 15.3" pad)</i>
<i>0735</i>					<i>Release Plug - Check Pump + Lines</i>
<i>0741</i>	<i>100</i>			<i>5.5</i>	<i>Start Disp.</i>
<i>0823</i>	<i>400</i>		<i>122</i>		<i>lift pressure Pump Mod to load Plug</i>
<i>0835</i>	<i>2000</i>		<i>130</i>		<i>Plug Down</i>
<i>0840</i>			<i>7</i>		<i>Plug Part + Mouse Holes</i>
					<i>Circulation Thru Job</i>
					<i>Job Complete</i>
					<i>Thanks, Bobby</i>

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