

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

Operator: License # 31088
Name: Colt Resources Corporation
Address: 16701 Greenspoint Park Drive
Suite #225
City/State/Zip: Houston Texas 77060

Purchaser: Farmland-Oil; KP&L-gas

Operator Contact Person: Ed Childers

Phone: (210) 876-1209

Contractor: Name: Duke Drilling Co., Inc.

License: 5929

Wellsite Geologist: Jerry Smith

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

If Workover/Re-Entry: old well info as follows:

Operator: _____

Well Name: _____

Comp. Date _____ Old Total Depth _____

Deepening _____ Re-perf. _____ Conv. to Inj/SWD
Plug Back _____ PSTD _____
Commingled _____ Docket No. _____
Dual Completion _____ Docket No. _____
Other (SWD or Inj) _____ Docket No. _____

09-30-97 10-05-97 10-06-97
Spud Date Date Reached TD Completion Date

API NO. 15- 077-21338 0000

County Harper County, Kansas

C-W/2 SE SE Sec. 15 Twp. 31S Rge. 9 XX^E_V

774 Feet from S/4 (circle one) Line of Section

894 Feet from E/4 (circle one) Line of Section

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

Lease Name Kennedy Well # 3

Field Name Spivey-Grabs

Producing Formation Mississippian Chat

Elevation: Ground 1632' KS 1640'

Total Depth 4500' PSTD 4500'

Amount of Surface Pipe Set and Cemented at 239 Feet

Multiple Stage Cementing Collar Used? Yes No

Kantages, show depth set _____ Feet

If Alternate II completion, cement circulated from _____

feet depth to _____ w/ _____ sz cat.

Drilling Fluid Management Plan ALTL JTW 12-24-97
(Data must be collected from the Reserve Pit)

Chloride content 71,000 ppm Fluid volume 700 bbls

Dewatering method used trucked/evaporated

Location of fluid disposal if hauled offsite: _____

Operator Name Colt Resources Corporation

Lease Name Dickens SWD #2 License No. 31088

SE Quarter Sec. 8 Twp. 31 S Rge. 8 XX^E_V

County Kingman Docket No. 55216C

INSTRUCTIONS: An original and two copies of this form shall be filed with the Kansas Corporation Commission, 200 Colorado Derby Building, 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.

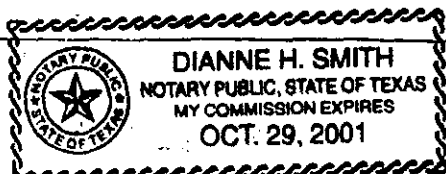
Signature Ed Childers

Title Division Engineer Date 11/25/97

Subscribed and sworn to before me this 25th day of November 19 97

Notary Public Dianne H. Smith

Date Commission Expires _____



K.C.C. OFFICE USE ONLY
F Letter of Confidentiality Attached
C Wireline Log Received
C Geologist Report Received
Distribution
 KCC SWD/Rep KCPA
 KGS Plug Other
(Specify)

Operator Name Colt Resources Corporation

Lease Name Kennedy

Well # 23

Sec. 15 Twp. 31S Rge. 9

East

County Harper County, Kansas

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 (Attach Additional Sheets.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Log	Formation (Top), Depth and Datum	<input checked="" type="checkbox"/> Sample
Samples Sent to Geological Survey	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name	Top	Datum
Cores Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Heebner Shale	3487	(-1847)
Electric Log Run (Submit Copy.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lansing	3674	(-2034)
List All E.Logs Run:		Dennis Porosity	4079	(-2439)
DIL, DSN/CDL COMP		Swope Porosity	4121	(-2481)
		Base Kansas City	4194	(-2554)
		Cherokee Lime	4338	(-2698)
		Mississippian	4408	(-2768)
		Base Miss. "Chat"	4440	(-2800)
		RTD	4500	(-2860)
		LTD	4498	(-2858)

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#	239'	60/40 Poz	165	3%cc 2%gel
Production	7-7/8"	5-1/2"	15.5#	4492'	ASC	150	5#/sk kolseal

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
4	4440-4420	Acidized w/ 2500 gal 15% NE/FE.	
4	4420-4406	Frac w/ 5000# 100 Mesh sand, 48500# 12/20 Brady Brown sand & 4000# 12/20 AcFrac, 34000 gal gel & 4350 gal Water	frac G flush

TUBING RECORD	Size 2-3/8"	Set At 4447.96'	Packer At N/A	Liner Run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Date of First, Resumed Production, SWD or Inj.	10/29/97	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 25 bbls.	Gas 30 Mcf	Water bbls.	Gas-Oil Ratio 1.19 Gravity

Disposition of Gas:

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

METHOD OF COMPLETION

Open Hole Perforated Dually Comp Cemented Other (Specify)

Production Interval

4406-4440'



**JN Exploration & Production
Colt Resources Corporation**

ORIGINAL

16701 Greenspoint Park Drive, Suite 225
Houston, Texas 77060
(281) 876-1209
FAX (281) 876-1255
E-mail: jnhouston@main.com

Gulf Coast Division

November 26, 1997

Kansas Corporation Commission
200 Colorado Derby Building
Wichita, Kansas 67202

RECEIVED
STATE CORPORATION COMMISSION

DEC 01 1997

Re: Kennedy #3 Well, API 15-077-21338
Kennedy #4 Well, API 15-077-21341
Swingle #4 Well, API 15-095-21735
Spivey-Grabs Field
Harper and Kingman County, Kansas

CONSERVATION DIVISION
Wichita, Kansas

Gentlemen:

Enclosed please find Form ACO-1 in triplicate with attachments on each of the wells listed above.
The attachments are as follows:

Kennedy #3
DIL, DSN/CDL COMP logs, Geological Well Report, 2 cementing reports and 1 cementing log

Kennedy #4
DIL, SSD/CN logs, Geological Well Report, 2 cementing reports and 1 cementing log

Swingle #4
DIL/CDL/CN logs, Geological Well Report, 2 cementing reports and 1 cementing log

Please contact the undersigned if any further information is required.

Thank you for your assistance.

Sincerely,

COLT RESOURCES CORPORATION

Dianne H. Smith
Engineering Assistant

Enclosure

ALLIED CEMENTING CO., INC.

3668

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

ORIGINAL

SERVICE POINT:

Map Bond 3
Map Label

DATE <u>9-30-97</u>	SEC <u>15</u>	TWP. <u>31</u>	RANGE <u>9</u>	CALLED OUT <u>1:00 PM</u>	ON LOCATION <u>2:00 PM</u>	JOB START <u>5:00 PM</u>	JOB FINISH <u>5:15 PM</u>
LEASE <u>Kennedy</u>	WELL # <u>3</u>	LOCATION <u>Keystone Church - 25, 4W, 4S</u>			COUNTY <u>Hempson</u>	STATE <u>Ka</u>	

OLD OR NEW (Circle one)

CONTRACTOR Duke #2

TYPE OF JOB Surface

HOLE SIZE 12 1/4" T.D. 240'

CASING SIZE 8 5/8" DEPTH 239'

TUBING SIZE _____ DEPTH _____

DRILL PIPE _____ DEPTH _____

TOOL _____ DEPTH _____

PRES. MAX _____ MINIMUM _____

MEAS. LINE _____ SHOE JOINT _____

CEMENT LEFT IN CSG. 15'

REFS. Deep = 14 1/4 bbls

OWNER Same

CEMENT

AMOUNT ORDERED 1105 lbs 60/40 3% CC, 250 Red

COMMON _____ @ _____

POZMIX _____ @ _____

GEL _____ @ _____

CHLORIDE RECEIVED @ _____

STATE CORPORATION COMMISSION

DEC 01 1997

CONSERVATION DIVISION
Wichita, Kansas

HANDLING _____ @ _____

MILEAGE _____ @ _____

TOTAL _____

EQUIPMENT

PUMP TRUCK CEMENTER Tom D.

2141 HELPER Kevin B

BULK TRUCK

240 DRIVER James H.

BULK TRUCK

_____ DRIVER _____

REMARKS:

Ran 239' of 8 5/8" cas. Break Circulation

Mixed 1105 lbs 60/40 3% R. Released Plug.

Displaced Plug with fresh water.

Cement did Circulate.

Shenka

SERVICE

DEPTH OF JOB 239'

PUMP TRUCK CHARGE _____

EXTRA FOOTAGE _____ @ _____

MILEAGE _____ @ _____

PLUG 1- 8 5/8" Warden @ _____

TOTAL _____

CHARGE TO: Cal's Assessment Corp.

STREET 110701 Greenpoint Park Dr. Suite 225

CITY Houston STATE Texas ZIP 77060

FLOAT EQUIPMENT

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

_____ @ _____

TOTAL _____

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.

TAX _____

TOTAL CHARGE _____

DISCOUNT _____ IF PAID IN 30 DAYS

SIGNATURE [Signature]

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

—**TERMS:** Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.

—**ATTORNEY FEES:** In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.

—**PRICES AND TAXES:** All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.

—**TOWING CHARGES:** ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.

—**PREPARATION CHARGES:** If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.

—**DEADHAUL, CHARGES:** Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.

—**SERVICE CONDITIONS AND LIABILITIES:** 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:

(A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:

(B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.

2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.

3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.

WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.

2. More specifically:

(A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.

(B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the willful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.

(C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC.

6343

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

ORIGINAL

SERVICE POINT:
Medicine Lodge

DATE/05-97	SEC. 15	TWP. 31S	RANGE 9W	CALLED OUT 10:30 AM	ON LOCATION 100 pm	JOB START 5:50 pm	JOB FINISH 6:35 pm
LEASE Kennedy	WELL # 3	LOCATION Keystone Church 2S, 1/4 NW, 1/4 E		COUNTY Harper	STATE Kansas		

OLD OR NEW (Circle one)

CONTRACTOR Duke Rig 2
 TYPE OF JOB Production
 HOLE SIZE 7 7/8 I.D. 4500
 CASING SIZE 5 1/2 x 1.5 S DEPTH 4493
 TUBING SIZE DEPTH
 DRILL PIPE DEPTH
 TOOL DEPTH
 PRES. MAX 800-1150 MINIMUM 200
 MEAS. LINE SHOE JOINT 34.64
 CEMENT LEFT IN CSG. 34.64
 PERFS.

OWNER Colt Resources Corp
CEMENT

AMOUNT ORDERED 25sx 60:40:4
150sx ASC + 5" Kol-seal
+ 500 Gal Mud Clean + 100 Gal Chpro

COMMON A	15	@	6.35	95.25
POZMIX	10	@	3.25	32.50
GEL	1	@	9.50	9.50
CHLORIDE		@		
ASC	150	@	8.20	1230.00
Kol-seal	750#	@	3.8	285.00
MUD CLEAN	500 BAGS	@	0.75	375.00
CLABRO	11 BAGS	@	22.90	251.90
		@		
HANDLING	175	@	1.05	183.75
MILEAGE	175 x 25		.04	175.00

EQUIPMENT

PUMP TRUCK CEMENTER Carl Balding
 #252-265 HELPER Stane Winsor
 BULK TRUCK
 #301 DRIVER Kevin Brungardt
 BULK TRUCK
 # DRIVER

RECEIVED
STATE COMMISSION TOTAL \$2637.90

REMARKS:

Pipe on bottom break circulation
with Rig. Circulate for 30 minutes.
pump 500 Gal mud clean, pump 25sx
60:40:4 in Rat + mouse hole pump
150sx ASC + 5" Kol-seal cement in stop
pumps + wash out pump + lines, switch valves
Release plug. Displace with 109 bags Kcl water
Bump plug + float held

DEPTH OF JOB	4493'		
PUMP TRUCK CHARGE			1145.00
EXTRA FOOTAGE		@	
MILEAGE	25	@	2.85 71.25
PLUG Rubber 5 1/2"		@	50.00 50.00
		@	
		@	

TOTAL \$1266.25

CHARGE TO: Colt Resources Corp
 STREET 16701 GREENPOINT DRIVE, ST. 225
 CITY HOUSTON STATE TEXAS ZIP 77060

FLOAT EQUIPMENT

1- Regular Guide shoe	@	168.00	168.00
1- APU Insert	@	263.00	263.00
6- Centralizers	@	56.00	336.00
	@		
	@		

TOTAL \$767.00

TAX _____
 TOTAL CHARGE \$4671.15
 DISCOUNT \$700.67 IF PAID IN 30 DAYS
 NET \$3970.48

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 [Signature] GERALD W. RADYS



ORIGINAL CEMENTING LOG

STAGE NO.

Date 10-5-97 District Medicine Lodge Ticket No. 6343
 Company Colt Resources Rig Duke Rig 2
 Lease Kennedy Well No. 13
 County Harpert State Kansas
 Location Keystone Church Field 5-315-9w
2.5 mi, NW, W/S

CASING DATA: PTA Squeeze
 Surface Intermediate Production Liner
 Size 5.5 Type _____ Weight 13.5 Collar _____

Casing Depth: Top KB Bottom 4493

Drill Pipe: Size _____ Weight _____ Collars _____
 Open Hole: Size 7.875 T.D. 4500 ft. P.B. to _____ ft.

CAPACITY FACTORS:

Casing:	Bbls/Lin. ft.	<u>0.238</u>	Lin. ft./Bbl.	<u>42.01</u>
Open Holes:	Bbls/Lin. ft.	<u>0.602</u>	Lin. ft./Bbl.	<u>16.59</u>
Drill Pipe:	Bbls/Lin. ft.		Lin. ft./Bbl.	
Annulus:	Bbls/Lin. ft.	<u>0.309</u>	Lin. ft./Bbl.	<u>32.40</u>
Perforations:	From _____ ft. to _____ ft.		Amt _____	

CEMENT DATA:
 Spacer Type: Mud - 2 1/2" - 12 BBLs
 Amt. _____ Sls Yield _____ ft³/sk Density _____ PPG

LEAD: Pump Time _____ hrs. Type 60:40:4
 CONSERVATION DIVISION Excess _____
 Amt. 25 Sls Yield 1.40 ft³/sk Density 14.1 PPG

TAIL: Pump Time _____ hrs. Type ASC + 5" Kol-seal
 Excess _____
 Amt. 150 Sls Yield 1.57 ft³/sk Density 14.5 PPG

WATER: Lead 6.7 gals/sk Tail 7.23 gals/sk Total 30 Bbls.

Pump Trucks Used 257-265 Shane Winsor
 Bulk Equip. 301 Kevin Bainsgard

Float Equip: Manufacturer _____
 Shoe: Type Regular Guide shoe Depth 4493
 Float: Type AFU Inset Depth 4493
 Centralizers: Quantity 6 Plugs Top 1 Btm. _____
 Stage Collars _____
 Special Equip. _____
 Disp. Fluid Type 2" KOL Amt. 109 Bbls. Weight 8.34 PPG
 Mud Type _____ Weight _____ PPG

COMPANY REPRESENTATIVE Terald Rains CEMENTER Carl Balding

TIME	PRESSURES PSI		FLUID PUMPED DATA			REMARKS
	DRILL PIPE CASING	ANNULUS	TOTAL FLUID	Pumped Per Time Period	RATE Bbls Min.	
1:00						On location + Rig up
5:20						Pipe on Bottom circulate with Rig for minutes
5:53	100		12	12	4	start mud clean flush
6:03	200		18.23	6.23	2	run 25x 60:40:4 in Rat-Mouse Hole
			60.23	42.	5.2	start ASC + 5" Kol-seal
						Cement in stop pumps
						switch valves, wash up pumps + lines
						pumps clean, stop pumps
						switch valves, + Release plug
6:14	125				6	start Displacement w/ 2" Kol water
6:22	125		112.23	52	6	mud clean turn shoe
6:24	125		124.23	12	4.5	Cement turn shoe
	100				4.5	slow rate
6:28	125		140.23	16		see pressure increase
	600		162.23	22	2.5	slow rate
6:36	1200		169.23	7		Bump plug, Displacement in
6:37						release pressure

FINAL DISP. PRESS: 600 PSI BUMP PLUG TO 1200 PSI BLEEDBACK 1/2 BBLs. THANK YOU

JERRY A. SMITH

PETROLEUM GEOLOGIST

ORIGINAL

RECEIVED
STATE CORPORATION COMMISSION

DEC 01 1968

CONSERVATION DIVISION
Wichita, Kansas

GEOLOGICAL WELL REPORT

COLT RESOURCES CORP.

KENNEDY #3

774' FSL & 892' FEL

Sec. 15-31-9W

HARPER COUNTY, KANSAS

15-077-21338

October 8, 1997

Colt Resources Corporation
16701 Greenspoint Park Drive
Suite 225
Houston, TX 77060

RE: Colt Resources Corporation

Kennedy #3
774' FSL & 892' FEL
Sec. 15-31-9W
Harper County, Kansas
Spivey-Grabs-Basil Field
API No. 15-077-21,338

Submitted herewith is the geological report concerning the above-captioned test. Data pertinent to the operation are tabulated below.

Spud:	9/30/97	Complete:	10/6/97
Contractor:	Duke Drlg., Rig 2	Toolpusher:	John Armbruster
Surf. Csg.:	8 5/8" @ 239'	Prod'n. Csg.:	5 1/2" @ 4497'
Drill Time:	1400' to RTD	Samples:	1400' to RTD
DST's:	None	Cores:	None
Mud:	Baroid	Open-hole Log:	Halliburton --
Gas Detector:	MBC Well Logging		DIL, DSN/CDL
Bit Record:	Walker-McDonald	Dev. Surveys:	1/2° @ 240'
	7 7/8" 42CF		1° @ 4500'
	In: 240'		
	Out: 4500'		
	Hrs: 102 1/4		

Geological formation tops as picked from rotary samples and corrected to the open-hole log follow. All measurements are from the kelly bushing elevation.

Elevations: 1632 GL 1640 KB

Heebner Shale	3487 (-1847)	Cherokee Lime	4338 (-2698)
Lansing	3674 (-2034)	Mississippian	4408 (-2768)
Dennis Porosity	4079 (-2439)	Base Miss. "Chat"	4440 (-2800)
Swope Porosity	4121 (-2481)		
Hertha Porosity	Not Developed	RTD	4500 (-2860)
Base Kansas City	4194 (-2554)	LTD	4498 (-2858)

Geological wellsite supervision commenced at 3300' and was maintained through total depth. Rotary samples were examined in both the wet and dry states and were subjected to UV light examination. A portable gas detector/mud logging unit was also employed during the drilling operation.

Zones of interest above the Mississippian that were encountered in the Kennedy #3 were evaluated as follows. All depth intervals are from the open-hole log.

1650-1720 Herington, Krider & Winfield Limestones: Several hot wire kicks of 40 to 90 units were noted through this section. The chromatograph, however, did not exhibit any kicks. The interval consisted, generally, of cream to light gray, fine crystalline, dense limestones interbedded with shale. Very sparse, scattered pinpoint porosity was noted in some of the lime samples. None of the samples from this interval carried any visual hydrocarbon shows. No log detail was run across this interval.

It is not felt that any of these zones warrant further testing.

3424-3443 Oread Limestone: Limestone. Tan. Fine to medium crystalline. Fossiliferous with fair to good fossil mold and vuggy porosity. No shows noted. Lost 20 to 30 barrels of mud volume while drilling this interval. No detail log was run across this interval.

It is not felt that this zone warrants further testing.

3877-3884 Lansing-Kansas City: Limestone. Gray, tan to gray-brown mottled. Fine to medium crystalline. Oolitic in part. No visual porosity development and no shows noted.

Cross-plot Porosity: 15%
Resistivity: 4.2 ohms
Water Saturation: 65%

It is not felt that this zone warrants further testing.

3962-3984 Lansing-Kansas City: Limestone. Cream. Fine crystalline. Fossiliferous with fair fossil mold and vuggy porosity. Zone chalky in part. No shows noted.

Cross-plot Porosity: 17.5%
Resistivity: 1.25 ohms
Water Saturation: 100%

It is not felt that this zone warrants further testing.

4009-4019 Lansing-Kansas City: Limestone. White, cream & light gray. Fine crystalline. Highly fossiliferous with good fossil mold and vuggy porosity. Zone very chalky. No shows noted.

Cross-plot Porosity: 11%
Resistivity: 2.5 ohms
Water Saturation: 100%

It is not felt that this zone warrants further testing.

4080-4086 Dennis Limestone: Limestone. Gray, tan & brown. Fine to medium crystalline. Dense to very sparse, scattered pinpoint porosity. No shows noted.

Cross-plot Porosity: 8.75%
Resistivity: 9 ohms
Water Saturation: 76%

It is not felt that this zone warrants further testing.

4121-4130 Swope Limestone: Limestone. Gray & tan. Fine crystalline. Rare pinpoint and vuggy porosity. Zone chalky in part. No shows noted.

Cross-plot Porosity: 12.25%
Resistivity: 5 ohms
Water Saturation: 73%

It is not felt that this zone warrants further testing.

The Hertha Limestone (log top at 4138) did not exhibit any visual sample porosity or hydrocarbon shows in this well. Best log porosity is less than 8%.

The primary pay zone in the Kennedy #3, the Mississippian "Chat", developed from 4408' to 4440' (KB log). Rotary sample descriptions, hydrocarbon shows and open-hole log analysis of separate zones of interest within the Mississippian "Chat" follow. All depth intervals are from the open-hole log.

4408-4422: 60% White, opaque, highly weathered chert with good brown stain to saturation throughout. Good show of brown, free gassy oil. 40% White, opaque, vitreous, sharp chert with good tripolitic porosity and brown stain in all porosity.

Samples from this interval carried a strong odor and approximately 75% tray fluorescence. Gas kicks of 42 units chromatograph and 170 units hot wire were noted.

Cross-plot Porosity: 19.5 to 32.5%
Resistivity: 1.6 to 7 ohms
Water Saturation: 35 to 47%
Bulk Volume Water: .0702 to .1484

4423-4434: 25% White, opaque, highly weathered chert with shows as above. 75% White, gray and tan, opaque, vitreous, sharp chert; dense to fair tripolitic porosity. Dark brown stain in all porosity.

Samples from this interval carried a weak odor and approximately 30% tray fluorescence. Gas kicks of 18 units chromatograph and 175 units hot wire were noted throughout the interval.

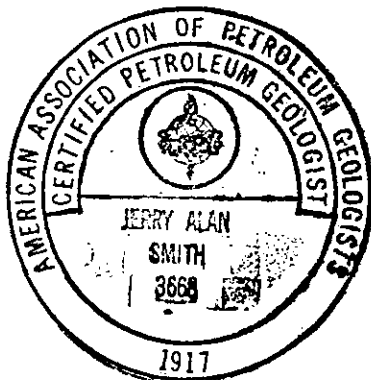
Cross-plot Porosity: 20 to 31.5%
Resistivity: 1.75 to 2.5 ohms
Water Saturation: 45 to 59%
Bulk Volume Water: .1189 to .1418

4435-4440: Near 100% White, opaque, fresh, dense chert with poor, scattered tripolitic porosity. Brown stain was noted in all porosity (no barren porosity). Very weak odor and approximately 10% tray fluorescence. "Background" gas kicks of 15 to 20 units chromatograph and 100+ units hot wire persisted through the interval.

Cross-plot Porosity: 16.5 to 20.8%
Resistivity: 2.2 to 2.7 ohms
Water Saturation: 59 to 69%
Bulk Volume Water: .1139 to .1269

Structurally, the Kennedy #3 ran "normal" for the local area (please refer to EXHIBIT 1).

Perforations should be considered from 4408' to 4430' (KB log) in order to further test what is considered the "best" portion of the Mississippian "Chat". Acid as necessary followed by probable frac treatment should be anticipated.



Respectfully submitted,

Jerry A. Smith, CPG #3668
Wellsite Geologist

STRUCTURAL COMPARISON
 KEY HORIZONS/KEY CONTROL WELLS

	<u>COLT RESOURCES</u>	<u>MAGNOLIA</u>	<u>MOBIL</u>
	KENNEDY #3 774' FSL & 892' FEL Sec. 15-31-9W	KENNEDY #1 NE-NW-SE Sec. 15-31-9W	KENNEDY #2 NE-NE-SE Sec. 15-31-9W
Heebner Sh.	-1847	-1839	-1836
Lansing	-2034	-2028	-2027
B/Kans. City	-2554	-2540	-2542
Cherokee Lm.	-2698	-2690	-2690
Mississippian	-2768	-2768	-2764
B/Miss. Chat	-2800	-2806	-2787

All subsea data were calculated from open-hole logs.

HORIZONTAL DISPLACEMENT

DUE TO

BOREHOLE DEVIATION

Operator	Colt Resources Corp.	Contractor	Duke Drilling Co.
Well Name	Kennedy #3	Rig No.	2
Location	Sec. 15-31-9W	Spud Date	9/30/97
County	Harper	Comp. Date	10/6/97
State	Kansas	Toolpusher	John Armbruster
Field	Spivey-Grabs-Basil	Geologist	Jerry A. Smith

<u>Survey #</u>	<u>Depth</u>	<u>Course Length</u>	<u>Dev. (°)</u>	<u>Displacement Per 100'^a</u>	<u>Course Displacement^b</u>	<u>Cumulative Displacement</u>
1	240'	240'	½°	0.873	2.095'	2.095'
2	4500'	4260'	1°	1.750	74.550'	76.645'
3						
4						
5						
6						
7						
8						
9						
10						

^a Sine of Angle of Dev. X 100

^b (Course Length/100) X (Displacement Per 100')

DAILY DRILLING PROGRESS

- 09/30/97: MIRT. RUR. Spud @ 1:15 PM. Drld. surface hole to 240' (KB). Set 8 5/8", 24# surface csg. @ 239' (KB). PD @ 5:15 PM. 1/2° Dev. @ 240'. WOC 8 hrs. Drill plug @ 1:15 AM (10/01).
- 10/01/97: Drlg. @ 952' @ 7:00 AM. Drld. 712' last 5 3/4 hrs.
- 10/02/97: Drlg. @ 2130' @ 7:00 AM. Drld. 1178' last 24 hrs.
- 10/03/97: Drlg. @ 3021' @ 7:00 AM. Drld. 891' last 24 hrs. GOL @ 3300'. Mud up @ 3356'.
- 10/04/97: Drlg. @ 3745' @ 7:00 AM. Drld. 724' last 24 hrs.
- 10/05/97: Drlg. @ 4224' @ 7:00 AM. Drld. 479' last 24 hrs. Top of Miss. (4408' Rotary) reached @ 4:15 PM. RTD (4500') reached @ 10:15 PM. Circ. 1 hr. @ RTD. Pull 20-std. short trip. Circ. 2 hrs. for logs. TOOH for logs. Start logging @ 4:30 AM (10/06).
- 10/06/97: Running logs @ 7:00 AM. Logging complete @ 7:30 AM. TIH w/bit. Prep. to LDDP & run 5 1/2" prod'n. csg.