KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Check Applicable Boxes:	ttea with this form.			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:				
Spot Location: feet from N / S Line	SecTwp R EW Legal Description of Lease:			
feet from E / W Line				
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells **	Production Zone(s):			
Field Name:				
** Side Two Must Be Completed.	Injection Zone(s):			
Surface Pit Permit No.:	feet from N / S Line of Section			
(API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section			
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling			
Past Operator's License No.	Contact Person:			
Past Operator's Name & Address:	Phone:			
Table operator o Hamo a Address.				
	Date:			
Title:	Signature:			
New Operator's License No.	Contact Person:			
New Operator's Name & Address:	Phone:			
The special of the second seco				
	Oil / Gas Purchaser:			
	Date:			
Title:	Signature:			
Acknowledgment of Transfer: The above request for transfer of injection	authorization, surface pit permit # has been			
noted, approved and duly recorded in the records of the Kansas Corporation	Commission. This acknowledgment of transfer pertains to Kansas Corporation			
Commission records only and does not convey any ownership interest in the	above injection well(s) or pit permit.			
is acknowledged as	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:				
. neconinencea action.	permitted by No.:			
Data	Data			
Date: Authorized Signature	Date:			
DISTRICT EPR	PRODUCTION UIC			

Side Two

Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- ·
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

Side Two

Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- ·
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-	-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)			
OPERATOR: License #				
Name:				
Address 1:				
Address 2: State: Zip:+				
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:			
Phone: () Fax: ()				
Email Address:	- -			
Surface Owner Information:				
Name:	_ When filing a Form T-1 involving multiple surface owners, attach an additional			
Address 1:	sheet listing all of the information to the left for each surface owner. Surface			
Address 2:	county and in the real estate property toy records of the county traceurer			
City: State: Zip:+	_			
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.			
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.			
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.			
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.			
I hereby certify that the statements made herein are true and correct	t to the best of my knowledge and belief.			
Date: Signature of Operator or Agent:	Title:			

Kansas Corporation Commission

RE: Transfer of Operator on Cooper Lease – KDOR 145439

This letter is to inform you that RH Capital-Beets, LLC is the owner of the Working Interest in the Cooper Lease. RH Capital-Beets, LLC has formed a new operating company under the same name (license number 35722), and will be taking over operations from S&B Operating, LLC. Since they own the Working Interest they don't have any kind of Operating Agreement with themselves, and because no sale took place there's no assignment to show any kind of legal transfer. Hopefully this letter will serve as sufficient evidence to effect the transfer of wells.

Regards,

Phil Frick

Petroleum Landman, on behalf of S&B Operating and RH Capital-Beets.





2016-02820

VTROY RENKEMEYER 941 W 141ST TERR KANSAS CITY MO 64145 HIGHI COUNTY REGISTER OF DEEDS

DATE RECORDED: 06/24/2016 01:36:43PM
TOTAL FEES: 40.00 HTG ANDUNT: 0.00
PAGES: 4 RECEYPY: 61964

Assignment of Oil and Gas Lease and Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that R.H. Capital Group, a Kansas general partnership; RH Capital-Beets, LLC, a Missouri limited flability company; JTC Oil, Inc., a Kansas corporation and Global Equity Funding, LLC, a Kansas limited flability company, hereinafter collectively called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell, convey, transfer, assign and deliver unto RH Capital Group, a Kansas general partnership 2/3rds of Assignors' interest, and RH Capital-Beets, LLC 1/3rd of Assignors' interest, hereinafter called "Assignee," its successors and assigns, all of Assignors' right, title and interest in and to the following oil and gas lease and personal property:

(1) <u>COOPER LEASE</u>

Date:

October 25, 1913

Book/Page:

Book 105, Page 335

Lessor:

C. F. Cooper and Marcella Cooper, his wife

Lessee:

T. T. Kelly

Description:

The SE Quarter of Section 9, Township 17, Range 22, Miami

County, Kansas.

and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof; AND

(2) All personal property, to include fixtures, improvements and oil and gas wells, currently located on the oil and gas lease described above in paragraph (1), and used or useable in connection with oil and gas exploration and production activities.

As reflected by the Net Revenue Interest ("NRI") calculations shown above, each Assignee of a working interest herein shall bear their proportionate share of the overriding royalty interests which are carved out of the working interest by previous assignment.

Assignor makes this assignment without any representations or warranties of any kind, either express, implied or statutory. This disclaimer of representation and warranties includes but is not limited to: the production which has been or will be realized from the lease; the current validity of the lease; that all express or implied covenants of the lease have been complied with; or the environmental conditions upon the land. The property assigned in paragraphs (1) and (2) herein is conveyed in "as is" condition, without any representations or warranties regarding the

same by Assignor. The disclaimers of representations and warranties shall expressly include any implied warranty of merchantability or filness for a particular purpose.

TITLE CURATIVE MATTERS:

- A. The parties acknowledge that certain Assignment, Conveyance and Bill of Sale from JTC Oil, Inc. to Global Equity Funding, LLC recorded in Book 2015 at Page 04243, references an unrecorded Purchase and Sale Agreement dated December 1, 2014, between said parties. The parties stipulate and agree that said Purchase and Sale Agreement has been fully performed. The Parties stipulate and agree that said Purchase and Sale Agreement shall no longer have any force and effect upon the property being conveyed herein, and Assignee shall take title to such property free and clear of any right, title or interest of the parties to the said Purchase and Sale Agreement or any intended third party beneficiaries thereof, if any.
- B. The parties acknowledge that certain Assignment, Conveyance and Bill of Sale from JTC Oil, Inc. to RH Capital Beets, LLC recorded in Book 2015 at Page 04244, references an unrecorded Purchase and Sale Agreement between said parties. The parties stipulate and agree that said Purchase and Sale Agreement has been fully performed. The Parties stipulate and agree that said Purchase and Sale Agreement shall no longer have any force and effect upon the property being conveyed herein, and Assignee shall take title to such property free and clear of any right, title or interest of the parties to the said Purchase and Sale Agreement or any intended third party beneficiaries thereof, if any,

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

This assignment shall be Effective on June 23, 2016, regardless of the date on which it is actually executed and delivered.

R.H. CAPITAL GROUP, a Kansas general partnership

v: Olhma

RH CAPITAL-BEETS, LLC, a Missouri limited liability company

Rν·

Page 2 of 4

	JTC OIL, INC., a Kansas corporation		
Вук		<u> </u>	
•	Tom Cain	President	
	liability company	NDING, LLC, a Kansas limited	
Ву:	Horvey H	BUTSTELN	
STATE OF <u>V9</u> , COUNTY OF			
This instrument was acknowledge Tom Hulma, as Perhar of R	ed before me on the .H. CAPITAL GROUP, a	23 day of June, 2016, by Kansas general partnership.	
,	///	JOHN V. DOULL	
Appointment/Commission Explres:		MY APPT. EXP. 4/8/19	
STATE OF KS COUNTY OF	John son	88:	
This instrument was acknowledge from the weary as Managing Member company.	ed before me on the of RH CAPITAL-BEETS	day of June, 2016, by LLC, a Missourl limited liability	
Appointment/Commission Expires:		HOTARY PUBLIC PUBLIC STATE OF KANSAS PUBLIC S	
STATE OF KANSAS, COUNTY OF	dhuson, ss:		
This instrument was acknowledged Cain, as President of JTC Oil, INC., a Kan	d before me on the <u>2</u> sas corporation.	day of June, 2016, by Tom	
Appointment/Commission Expires:	Page 3 of 4	Notary Public JOHN V. DOULL NOTARY PUBLIC STATE OF KANSAS	
		MANAMA	

Notary Public

This instrument was acknowledged before me on the 23 day of June, 2016, by MICLAL BUSTON, as Managing Member of GLOBAL EQUITY FUNDING, LLC, a Kansas limited liability company.

Appointment/Commission Expires:

LOHN V. DOULL NOTARY PUBLIC STATE OF KANSAS





2016-02820

VTROY RENKEMEYER 941 W 141ST TERR KANSAS CITY MO 64145 HIGHI COUNTY REGISTER OF DEEDS

DATE RECORDED: 06/24/2016 01:36:43PM
TOTAL FEES: 40.00 HTG ANDUNT: 0.00
PAGES: 4 RECEYPY: 61964

Assignment of Oil and Gas Lease and Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that R.H. Capital Group, a Kansas general partnership; RH Capital-Beets, LLC, a Missouri limited flability company; JTC Oil, Inc., a Kansas corporation and Global Equity Funding, LLC, a Kansas limited flability company, hereinafter collectively called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell, convey, transfer, assign and deliver unto RH Capital Group, a Kansas general partnership 2/3rds of Assignors' interest, and RH Capital-Beets, LLC 1/3rd of Assignors' interest, hereinafter called "Assignee," its successors and assigns, all of Assignors' right, title and interest in and to the following oil and gas lease and personal property:

(1) <u>COOPER LEASE</u>

Date:

October 25, 1913

Book/Page:

Book 105, Page 335

Lessor:

C. F. Cooper and Marcella Cooper, his wife

Lessee:

T. T. Kelly

Description:

The SE Quarter of Section 9, Township 17, Range 22, Miami

County, Kansas.

and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof; AND

(2) All personal property, to include fixtures, improvements and oil and gas wells, currently located on the oil and gas lease described above in paragraph (1), and used or useable in connection with oil and gas exploration and production activities.

As reflected by the Net Revenue Interest ("NRI") calculations shown above, each Assignee of a working interest herein shall bear their proportionate share of the overriding royalty interests which are carved out of the working interest by previous assignment.

Assignor makes this assignment without any representations or warranties of any kind, either express, implied or statutory. This disclaimer of representation and warranties includes but is not limited to: the production which has been or will be realized from the lease; the current validity of the lease; that all express or implied covenants of the lease have been complied with; or the environmental conditions upon the land. The property assigned in paragraphs (1) and (2) herein is conveyed in "as is" condition, without any representations or warranties regarding the

same by Assignor. The disclaimers of representations and warranties shall expressly include any implied warranty of merchantability or filness for a particular purpose.

TITLE CURATIVE MATTERS:

- A. The parties acknowledge that certain Assignment, Conveyance and Bill of Sale from JTC Oil, Inc. to Global Equity Funding, LLC recorded in Book 2015 at Page 04243, references an unrecorded Purchase and Sale Agreement dated December 1, 2014, between said parties. The parties stipulate and agree that said Purchase and Sale Agreement has been fully performed. The Parties stipulate and agree that said Purchase and Sale Agreement shall no longer have any force and effect upon the property being conveyed herein, and Assignee shall take title to such property free and clear of any right, title or interest of the parties to the said Purchase and Sale Agreement or any intended third party beneficiaries thereof, if any.
- B. The parties acknowledge that certain Assignment, Conveyance and Bill of Sale from JTC Oil, Inc. to RH Capital Beets, LLC recorded in Book 2015 at Page 04244, references an unrecorded Purchase and Sale Agreement between said parties. The parties stipulate and agree that said Purchase and Sale Agreement has been fully performed. The Parties stipulate and agree that said Purchase and Sale Agreement shall no longer have any force and effect upon the property being conveyed herein, and Assignee shall take title to such property free and clear of any right, title or interest of the parties to the said Purchase and Sale Agreement or any intended third party beneficiaries thereof, if any,

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

This assignment shall be Effective on June 23, 2016, regardless of the date on which it is actually executed and delivered.

R.H. CAPITAL GROUP, a Kansas general partnership

v: Olhma

RH CAPITAL-BEETS, LLC, a Missouri limited liability company

Rν·

Page 2 of 4

	JTC OIL, INC., a Kansas corporation		
Вук		<u> </u>	
•	Tom Cain	President	
	liability company	NDING, LLC, a Kansas limited	
Ву:	Horvey H	BUTSTELN	
STATE OF <u>V9</u> , COUNTY OF			
This instrument was acknowledge Tom Hulma, as Perhar of R	ed before me on the .H. CAPITAL GROUP, a	23 day of June, 2016, by Kansas general partnership.	
,	///	JOHN V. DOULL	
Appointment/Commission Explres:		MY APPT. EXP. 4/8/19	
STATE OF KS COUNTY OF	John son	88:	
This instrument was acknowledge from the weary as Managing Member company.	ed before me on the of RH CAPITAL-BEETS	day of June, 2016, by LLC, a Missourl limited liability	
Appointment/Commission Expires:		HOTARY PUBLIC PUBLIC STATE OF KANSAS PUBLIC S	
STATE OF KANSAS, COUNTY OF	dhuson, ss:		
This instrument was acknowledged Cain, as President of JTC Oil, INC., a Kan	d before me on the <u>2</u> sas corporation.	day of June, 2016, by Tom	
Appointment/Commission Expires:	Page 3 of 4	Notary Public JOHN V. DOULL NOTARY PUBLIC STATE OF KANSAS	
		MANAMA	

Notary Public

STATE OF KANSAS, COUNTY OF ________, ss:

This instrument was acknowledged before me on the _______ day of June, 2016, by _______, as Managing Member of GLOBAL EQUITY FUNDING, LLC, a Kansas limited liability company.

Appointment/Commission Expires:

HYAPPT. EXP. 48/19