

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
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:

- Oil Lease: No. of Oil Wells \_\_\_\_\_ \*\*
- Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- Gas Gathering System: \_\_\_\_\_
- Saltwater Disposal Well - Permit No.: \_\_\_\_\_  
Spot Location: \_\_\_\_\_ feet from  N /  S Line  
\_\_\_\_\_ feet from  E /  W Line
- Enhanced Recovery Project Permit No.: \_\_\_\_\_  
Entire Project:  Yes  No  
Number of Injection Wells \_\_\_\_\_ \*\*

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

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

Injection Zone(s): \_\_\_\_\_

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ 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: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

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  
the new operator and may continue to inject fluids as authorized by

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



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: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Well Location:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West

County: \_\_\_\_\_

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

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

Address 1: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

*If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.*

**Select one of the following:**

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_



110  
Marsha E. Ramsey  
Register of Deeds  
Greenwood County, Kansas  
**Book: 2021 Page: 795**  
Receipt #: 116594 Total Fees: \$21.00  
Pages Recorded: 1  
Date Recorded: 7/1/2021 9:44 AM

**ASSIGNMENT OF OIL AND GAS LEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT THE undersigned, Owens Petroleum II, LLC, (hereinafter referred to as "Assignor"), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto TomKay Holdings, LLC (hereinafter referred to "Assignee"), all it's working interest to the oil and gas Ashlock lease and personal property, insofar as said lease covers the following described property in Greenwood County, State of Kansas.

**Lessor:** Rex R and Janetta M Ashlock  
**Lessee:** Owens Petroleum II, LLC  
**Date:** June 11, 2021  
**Bk/Pg:** Book: 2021, Page: 722  
**Description:** The Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-five (25) South, Range Thirteen (13), East of the Sixth Principal Meridian, in Greenwood County, Kansas.

AND FOR the same consideration, Assignors covenants with Assignee, its heirs, successors or assigns: that Assignors are the lawful owners of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED and made effective this 22 day of June 2021.

Owens Petroleum II, LLC

Bryson Owens

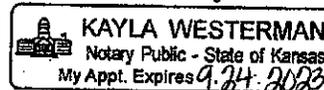
Scott Owens

Kyle Owens

Jody L Owens

Maggie Owens

STATE OF KANSAS, COUNTY OF Woodson ss:



BEFORE ME, the undersigned, a Notary Public, within and for said county and state, on this 22nd day of June 2021, personally appeared Scott Owens, Kyle Owens, Jody Owens, Maggie Owens, Bryson Owens member(s) of Owens Petroleum II, LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

## OPERATING AGREEMENT

---

**Operator:** RH Capital-Beets, LLC  
2015 Clara Drive  
Jefferson City, MO 65101

**Owners:** TomKay Holdings, LLC  
2015 Clara Drive  
Jefferson City, MO 65101

**Effective Date:** June 01, 2021

**The Leases:** See Exhibit A

**1). Designation of Operator.** Operator is engaged hereunder by Owner to operate for the production of oil certain working interests in the Leases owned by Owner solely as an independent contractor operating under and governed by this Agreement. Operator shall maintain its good standing with the Kansas Corporation Commission, Oil and Gas Conservation Division, and shall be listed as the operator of record for the Leases with the Oil and Gas Conservation Divisions as to the Leases, subject to paragraph 9 below. However, Operator shall not incur any liability for plugging any of the wells located upon the Leases or obtain any Ownership of the Leases or any personal property located thereon as a result of this agreement or as the designation of Operator as the operator of record for the Leases with the Kansas Corporation Commission, Oil and Gas Conservation Division.

**2. Standard of Performance.** All work or services rendered or performed by Operator shall be done with due diligence, in a good and workmanlike manner, using skilled competent and experienced workmen and supervisors and in accordance with local oil and gas field practices. Operator shall comply with all laws, rules and regulations at all times and ensure that the **Leases**, all wells thereon, and any subcontractors hired to perform work upon the Leases comply with all laws, rules and regulations of any kind. All materials, equipment, supplies or manufactured articles furnished by Operator shall be new (unless otherwise approved by Owner), selected and used in accordance with good oilfield practice.

**3. Operating Expenses and Production Revenue.** All income and liabilities accrued and incurred

in the operation of the Leases shall be borne exclusively by Owner. During the term hereof, Operator will perform the work and services described fully on Exhibit "B" attached hereto and made a part hereof for all purposes. Any work provided or services performed by Operator which are not set forth on Exhibit "B" shall hereinafter be referred to as "Additional Services" and the performance and cost of any Additional Services must be approved by Owners in advance.

**4. Necessary Equipment and Materials.** Except for Additional Services that are performed in accordance with an estimate approved by Owner, all estimates provided, and work and services performed by Operator shall be based and performed on a competitive contract basis at prevailing rates in the area where the work is being performed provided, however, the parties agree that the Rate Sheet shall govern as to items reflected thereon.

**5. Administrative Fee and Reimbursement.** Owner shall pay Operator the amount set forth in Exhibit B, on the first of every month. To the extent Operator provides Additional Services, it shall also be entitled to payment and/or reimbursement for costs and expenses of such Additional Services based on the approved estimate.

**6. Term.** This Agreement shall remain in full force and effect until either party shall elect to terminate said agreement pursuant to paragraph 9 hereof.

**7. Insurance.** Before commencing services hereunder, Operator shall purchase and maintain for the benefit of Owner and Operator such insurance specified in Exhibit A attached hereto and made a part hereof by this reference and shall name Owner as an additional insured upon such policy. Operator will provide Owner with a certificate of such insurance and will obtain same from a company that is satisfactory to Owner. At all times while operations are conducted hereunder, Operator shall comply with the workmen's compensation law of the State where the operations are being conducted. Operator shall require all contractors engaged in work on or for the Leases to comply with the workmen's compensation laws of the State where the operations are being conducted.

Any subcontractor retained by Operator (after obtaining authorization from Owner) to provide services must likewise procure such insurance and it is Operator's obligation to ensure that such insurance is in place by submitting copies of such subcontractor's insurance certificates to Owner. Failure of Operator to comply with this provision shall be considered a material breach of the Agreement.

**8. Leases Burdens.** Operator shall bear the responsibility for ensuring that all Leases covenants

and production requirements are complied with.

**9. Termination of Agreement.** Either party may terminate this agreement at any time by delivering written notice to the other party not less than ninety (90) days prior to the desired termination date. Upon termination of this agreement each party shall be relieved of all duties and obligations arising subsequent to the date of termination. Upon the termination of this Agreement Owner shall promptly designate a new operator with the Kansas Corporation Division, Oil and Gas Conservation Division for the Leases and all wells located thereon.

**10. Mining Partnership.** The liability of the parties shall be several, not joint or collective. Each Owner shall be responsible only for its obligations and shall be liable only for its proportionate share of the costs of developing and operating the Leases. It is not the intention of the parties to create, nor shall this agreement be construed as creating a partnership or association or to render them liable as partners or joint venturers. Owner agrees that Operator is assuming a fiduciary relationship to Owner in performing the terms of this agreement and shall also owe a duty to Owner of good faith and fair dealing. In its relations with Operator under this agreement, the Owner shall not be considered fiduciaries or to have established a confidential relationship to Operator but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the Owner to act in good faith in their dealings with Operator with respect to activities hereunder. Operator shall not act as an agent for Owner, nor hold itself out as an owner of the Leases or as an agent of Owner possessing legal authority to bind Owner.

**11. Further Development.** No Owner shall cause any additional wells to be drilled upon the Leases without first giving all other Owner the opportunity to participate in the cost of drilling said well. No well which is producing in paying quantities shall be deepened, plugged, plugged back, re-completed or side-tracked without the written consent of all remaining Owner. Operator shall not have any authority to require additional development or to select the manner in which any additional development is completed or to select the contractors who are used.

**12. Settlement of Claims.** Operator shall not have the right to compromise, settle and adjust any claim for damages which may be made by any landowner or adjoining landowner, which damage may result from the operation of the wells located upon the Leases, without first obtaining Owners prior written consent to the proposed compromise or settlement

**13. Force Majeure.** If any party is rendered unable, wholly or in part, by *force majeure* to carry out its obligations under this agreement, other than the obligation to make monetary

payments, that party shall give prompt written notice to the other party of the *force majeure* with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as it is affected by the *force majeure*, shall be suspended during, but no longer than, the continuance of the *force majeure*. The affected party shall use all possible diligence to remove the *force majeure* as quickly as possible.

**14. Counterparts.** This agreement may be executed in one or more counterparts as one agreement and shall be binding upon Operator and Owner, their heirs, devisees, legatees, administrators, executors, successors and assigns, when executed by Owner and Operator.

**15. Joint Drafters.** The parties shall be considered joint drafters of this Agreement so as not to construe this Agreement against one party as drafter more than the other.

**16. Severability.** In the event that one or more of the provisions hereof shall be held to be illegal, invalid, or unenforceable, such provisions shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

**17. Amendments.** This Agreement may be amended or modified only by a written instrument executed by the owner and Operator.

**18. Applicable Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of Kansas. The venue of any action shall be in Greenwood County, Kansas.

**19. Prior Agreements.** This Agreement, as may be amended, and the exhibits attached hereto constitute the entire Agreement between Owner and Operator with respect to the operation of the Leases and supersedes all prior Agreements and understandings between the parties hereto relating to the subject matter hereof.

**20. Waiver.** No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance of this Agreement shall be constructed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.

**21. Notices.** All notices permitted or required hereunder shall be deemed given upon depositing said notice in the United States mail postage prepaid addressed to the other party at the address shown above or such other address as may be subsequently designated by such party.

**22. Time is of the Essence.** Both parties agree that time is of the essence in this Agreement and that all things to be done, must be done timely and that any delay in the performance of any obligation contained herein, no matter how slight, shall be deemed a material default under this Agreement.

**23. Third Party Beneficiaries.** The parties stipulate and agree that this Agreement is not intended for the benefit of any third parties and that there shall be no third-party beneficiaries to this Agreement who shall be entitled to enforce the terms of this agreement against either of the parties hereto.

This Operating Agreement shall be effective on the effective date shown above.

**Operator: RH Capital-Beets LLC**

By: /s/Troy D. Renkemeyer

Troy D. Renkemeyer

Member-manager

**Owner:**

TomKay Holdings, LLC

By: /s/Thomas J. Heckman

Thomas J. Heckman

Member-manager

**EXHIBIT A**

***(Description of oil and gas Leases to be Operated)***

Ashlock A-B Lease: The Northeast Quarter (NE ¼) of Section Fifteen (15) Township Twenty-Five (25) South, Range Thirteen (13), East of the Sixth Principal Meridian, in Greenwood County, Kansas

**EXHIBIT B**

***(fee schedule and Services to be provided by Operator)***

Monthly operating/supervision charge for producing well: \$250.00 per well

Overhead charge for the drilling of a well: \$1000.00 per well

Daily charge for supervision of running surface and production casing, well completion, well recompletion and major service work on wells and facilities: \$550 per day plus mileage

**EXHIBIT C**

***(Insurance to be carried by Operator)***

**GENERAL REQUIREMENTS**

A. Whether or not required by other provisions of the Contract, each of the insurance policies maintained by Operator must be endorsed as follows, in addition to any other requirements:

(i.) To provide to Operator thirty (30) days prior written notice of cancellation, reduction of coverage or material change.

(ii.) To provide adequate territorial limits for the location of the work performed under the Contract.

(iii.) Operator's insurance described below shall be endorsed to provide that the underwriters and/or insurers thereof waive their rights of subrogation against Owner.

(iv.) Owner shall be named on Operator's insurance described below as an additional insured (except with respect to Workers' Compensation Insurance).

B. Operator shall furnish for approval by the other party appropriate certificates of insurance at the request of Owner. All said insurance coverage shall be maintained in force by Operator during the term of the Contract.

C. All insurance shall be with an insurance company admitted to do business in the State where the services and work is to be performed and which has a Best's Insurance rating which is acceptable to Owner, to be determined in its sole discretion.

#### SPECIFIC INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance. Occurrence form with minimum limits of liability for bodily injury, death, and property damage of \$1,000,000 combined single limit per occurrence, and an aggregate annual minimum limit of \$2,000,000. Coverage shall include:

(i.) Broad Form Blanket Contractual Liability specifically covering all liabilities and indemnifications assumed under this Agreement;

(ii.) Independent Contractors Coverage for work let or sublet, with no exclusions, restrictions or limitations;

(iii.) Premises/Operations;

(iv.) Removal of any exclusions, restrictions, or limitation relating to explosion, collapse, or underground hazards.

B. Commercial Automobile Liability Insurance. Minimum limits of liability for injury, death or property damage of \$1,000,000 combined single limit per occurrence; Coverage shall include:

(i.) Owned, hired and non-owned vehicles;

Operators's employees as Insureds.

Workers' Compensation and Employer's Liability Insurance. In accordance with statutory requirements of the states in which the work is being performed and complying with federal laws

and requirements, with minimum Employer's Liability limits of \$1,000,000 per accident written to cover the employees of Operator. At minimum, Coverage shall include:

**Occupational Disease;**

(ii.) Voluntary Compensation;

Alternate Employer and Borrowed Servant Endorsements in favor of Owner;