

**COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DIVISION OF SECURITIES
ADMINISTRATIVE ACTION NO. 2019-AH-00057**

DEPARTMENT OF FINANCIAL INSTITUTIONS

COMPLAINANT

vs.

KELCAS CORPORATION;
KELCAS OHIO RIVER OIL, LLC;
AND WILHELM LILLIEHOOK

RESPONDENTS

EMERGENCY CEASE AND DESIST ORDER

Comes now the Department of Financial Institutions (“DFI”), pursuant to Kentucky Revised Statute (“KRS”) 292.470, KRS 292.500, and 808 Kentucky Administrative Regulation (“KAR”) 10:225, and hereby enters this **Emergency Cease and Desist Order** against Kelcas Corporation; Kelcas Ohio River Oil, LLC; and Wilhelm Lilliehook (collectively “Respondents”).

In support thereof, DFI states as follows:

PARTIES

1. The Commissioner is responsible for administering the provisions of KRS Chapter 292, the Securities Act of Kentucky (“the Act”), as well as any applicable rules, regulations and orders entered pursuant to the Act.

2. Kelcas Corporation (“Kelcas Corporation” or “Kelcas”) is a registered Delaware Corporation, with a principal address of P.O. Box 21345, Owensboro, Kentucky 42303. Kelcas’s business office is located at 3520 New Hartford Road, Suite 100, Owensboro, Kentucky 42303. The registered agent for service of process for Kelcas is Birdie Simms, at 3520 New Hartford Road, Suite 100, P.O. Box 21345, Owensboro, Kentucky 42303. Kelcas can also be

served with process through Delaware Corporate Services, Inc., at 901 N. Market Street, Suite 705, Wilmington, Delaware 19801.

3. Kelcas Ohio River Oil, LLC (“Kelcas Ohio”) is a Delaware Domestic Limited Liability Company, with a principal address of P.O. Box 21345, Owensboro, Kentucky 42303. Kelcas Ohio’s main office is located at 3520 New Hartford Road, Suite 100, Owensboro, Kentucky 42303. The registered agent for service of process for Kelcas Ohio is Birdie Simms, at 3520 New Hartford Road, Suite 100, P.O. Box 21345, Owensboro, Kentucky 42303. Kelcas Ohio can also be served with process through Delaware Corporate Services, Inc., at 901 N. Market Street, Suite 705, Wilmington, Delaware 19801.

4. Wilhelm B. Lilliehook (“Lilliehook”) is the President, Vice President and Chief Executive Officer of Kelcas, and the Manager, Managing Member, President and Chief Executive Officer of Kelcas Ohio. He can be served with process at the addresses for Kelcas and Kelcas Ohio, and through their registered agents.

STATEMENT OF FACTS

5. Immediately upon receipt of a July 16, 2019 referral from the Texas State Securities Board, DFI initiated an investigation into the Respondents’ securities-related activities.

LinkedIn Securities Solicitation

6. The investigation revealed that, on July 14, 2019, Hok Lam Chan, Director of HOK Global Consulting Pte Ltd., acting as an agent contracted by Kelcas, solicited Joseph Rotunda, the Director of the Enforcement Division of the Texas State Securities Board, through Rotunda’s LinkedIn account. Rotunda’s LinkedIn account is public and identifies Rotunda as Director of the Securities Enforcement Division. It further describes his work in administering the Texas state

securities laws and pursuing enforcement actions against promoters of illegal and fraudulent securities schemes.

7. Hok Lam Chan's solicitation began with a phrase in bold typeset that read, "**Oil well investment opportunity.**" The body of the message inquired as to whether Rotunda would be interested in adding an "oil well investment" to his portfolio. Rotunda reviewed Hok Lam Chan's LinkedIn profile, which contained a post, dated July 14, 2019, requesting "investors for an oil investment opportunity for a US oil exploration and drilling company who has a 30 year track record, with 450 working wells and a project for another 1000 wells on the same oilfield." The post further stated that the opportunity was open to private or institutional investors with a minimum investment of \$25,000, and that the investment "is not an equity/debt/seed/PPP investment, it is a JV, direct investment into a % ownership of a well and the oil reserves."

First Presentation

8. On July 14, 2019, Rotunda responded to Hok Lam Chan's unsolicited message by confirming his interest in the investment and requesting a link to his website. On that same date, Hok Lam Chan sent Rotunda a message containing a PowerPoint presentation entitled "Exceptional Income Oil Exploration and Production" ("First Presentation"), and a link to the Kelcas website.

9. The First Presentation consisted of 24 slides, providing a general overview of the investment in oil exploration and production. According to the presentation, the investment opportunity was safe, lucrative, and guaranteed. The presentation did not clearly identify the name and issuer of the investment, but explained that the issuer was founded in 1988 and had expanded its exploration and development of oil wells after being acquired by the current owner and president in 2000. The presentation also claimed that the issuer had produced over 500,000 barrels

of oil by 2007, and that the issuer's managers were a "[h]ighly skilled and experienced management team" with more than 150 collective years of experience in the oil industry.

10. Though failing to state its specific identity, the First Presentation made reference to the "biggest and the most awarded oil operator." And while providing no meaningful geological information relating to oil wells, the First Presentation also claimed that the user had rights to over 60,000 acres containing "100's of existing and producing wells."

11. According to the First Presentation, the issuer was selling entry-level interests for a minimum principal investment of \$25,000, and the investors would have "50/50 co-ownership with the developers sharing the risk and the reward" associated with the drilling.

12. The First Presentation represented that the investment would provide a "minimum revenue guarantee of 10% per annum during the first 36 months" with an "expected min[imum] 100% return within [the] first 2 years." It also described the investment interests as a "low risk" investment and asserted that "each well" would produce "monthly income for around 20 years."

13. The First Presentation also included a table illustrating the projected annual profitability of the investment interests in the first three years that assumed, without support, oil well production of 53 barrels of oil per day during the first year; 29 barrels of oil per day during the second year; and 17 barrels of oil per day during the third year. It also assumed each well would cost \$975,000, and that the price of oil would remain at \$60 per barrel. Based on these assumptions, the table projected that a principal investment of \$50,000 should return accumulated profits of \$37,950 after the first year; \$58,715 after the second year; and \$70,887 after the third year.

14. The First Presentation further suggested that, after three years, investors would have the right to resell their cash flow, typically for a price of two-to-three times annual income

depending on various unidentified factors. Accordingly, based on a principal investment of \$50,000, investors could expect to be paid \$24,344 for cash flow after three years, resulting in a three-year aggregate return of \$95,231.

Kelcas Website, Additional LinkedIn Messaging, and Email Correspondence

15. Rotunda also reviewed the Kelcas website, which provided a general overview of the corporation. It identified persons employed or associated with the company, including Production Superintendent Jake Campbell. The website described Campbell as the co-founder of Campbell Energy and claimed that he had “built Campbell Energy into the top oil producer in the Illinois Basin.” It further advised that “Campbell Energy continues to increase reserves and production on a scale not seen before in the Illinois basin.”

16. Though the Kelcas website did not provide information about any current investment opportunities, it did appear to offer access to a restricted webpage accessible to parties with appropriate credentials.

17. Shortly after sending Rotunda the First Presentation and link to the Kelcas website, Hok Lam Chan sent Rotunda another message via LinkedIn, describing the investment opportunity in greater detail. The total project, according to the message, would cost \$1 billion for 1,000 wells. The wells would be jointly owned by investors, so the amount raised from investors would be \$500 million. Hok Lam Chan indicated that the investors’ contribution would be in the form of \$5-10 million per month, because it would take many years to build 1,000 wells. Hok Lam Chan further stated that Kelcas already had 450 working wells and that the project was to build another 1000 wells on the same oilfield, as Kelcas knew there were “millions of barrels of untapped reserves of oil.” Hok Lam Chan’s message also explained that the investment constituted “a direct investment into the ownership of the oil well and the oil reserves.”

18. Rotunda and Hok Lam Chan continued to correspond with one another through the LinkedIn messaging platform. During these conversations, Rotunda told Hok Lam Chan that he was “looking for something fairly safe” and asked whether Kelcas had “a lot of success” in drilling oil wells. Hok Lam Chan responded that he was not an employee of Kelcas, but rather was acting as a sales agent to raise capital for Kelcas along with his partner, the “Goldberg Partnership [sic] from London.” Hok Lam Chan suggested the investment carried little risk, explaining “I guess the only risk involved is if the Brent crashes.”

19. Hok Lam Chan then offered to send “the full corporate information/financial info of Kelcas” to Rotunda if Rotunda would sign a nondisclosure agreement prior to receipt of the information. Rotunda agreed to the condition and, at his request, Hok Lam Chan sent the agreement to Rotunda’s personal email address on July 14, 2019. The agreement was a contract between Goldberg, HOK Global, and Rotunda. Rotunda signed the agreement on July 14, 2019, and sent it back to Hok Lam Chan.

20. Hok Lam Chan confirmed receipt of Rotunda’s email and attached two more presentations about the investment opportunity.

Second Presentation

21. The second presentation entitled “Exceptional Income Oil Production in the Illinois Basin, USA”) (“Second Presentation”) was substantially similar as the first presentation Hok Lam Chan had sent to Rotunda. In the Second Presentation, however, Kelcas was identified on each slide as the company in question. The Second Presentation made the same or similar guarantees as the First Presentation, but also contained testimonials, including one from an individual identified as “Captain Kate,” who was inaccurately depicted as the “United States Navy’s First Lady Admiral.” The Second Presentation also contained a testimonial from an individual identified

as Doc Lindley, the “founder of AirTran Airlines,” who was quoted as saying, “Received check today. Many thanks. A few more checks like this and we buy an airplane.”

Third Presentation

22. The third presentation Hok Lam Chan sent to Rotunda, dated January 2019, was entitled “New Harmony Field Illinois Basin USA January 2019” (“Third Presentation”), and purports to have been produced by Kelcas Ohio. The Third Presentation identified Kelcas Corporation on every slide and named Lilliehook as its President, Chief Executive Officer and Managing Member. The Third Presentation also identified Campbell Energy as a “strategic partner” of Kelcas Corporation and as the “operator” for the oil drilling program. Campbell Energy was described in the presentation as “the Illinois Basin top producer,” the “largest oil producer in the Illinois Basin,” and as having a “market share exceeding ten percent (about 5000 barrels per day).”

23. The Third Presentation included certain disclaimers common to securities offerings, specifically addressing estimates, forward-looking statements, the liability of the principals and employees of Kelcas Ohio, and the registration of securities. The disclaimers also explained that investments in securities issued by Kelcas Ohio involved a high degree of risk, directly contradicting previous information provided by Hok Lam Chan, including representations in the First and Second Presentation that expressly described the investment as “low risk.”

24. The Third Presentation also specifically stated that “[n]one of the Company’s securities have been registered under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”), and the Company’s securities may not be offered or sold directly or indirectly in the United States or to U.S. persons unless the securities are registered under the U.S. Securities Act or an exemption from the registration requirements of the U.S. Securities Act is available.

Hedging transactions involving the Company's securities may not be conducted unless in compliance with the U.S. Securities Act."

25. The Third Presentation described the investments as "50/50 co-investments with developers sharing the risk and the reward." It also indicated that the investments were "working interests (WI) in specific oil wells including belonging [sic] oil reserves." This presentation explained the estimated cost to complete the well to be \$975,000, including "part of one water injection well," that should return 70 percent one year after the start of production and 110 percent two years after the start of production, depending on the price of oil. The well was purported to be part of a project that included more than 1000 wells on 60,000 acres of land that already had "100's [sic] of existing and producing wells."

26. The Third Presentation also provided a description of the Illinois Basin and the New Harmony Field, including a general geological report, and a general description of fracturing.

27. In addition, the Third Presentation contained demonstrative charts indicating that an investment of \$100,000 purchased a 10.25 percent working interest in the well and would generate an accumulated return of \$72,720 after the first year; \$113,266 after the second year; \$138,510 after the third year; \$155,217 after the fourth year; and \$166,841 after the fifth year.

28. Like the First Presentation, the Third Presentation highlighted an available exit strategy from the investment after three years. The Third Presentation contained a chart based on the purchase of a \$100,000 working interest, and projected accumulated returns of \$72,720 after the first year; \$113,266 after the second year; and \$178,510 after the third year. Another chart showed this strategy to produce a 72.7 percent rate of return for the first year; a 40.5 percent return for the second year; and a 25.2 percent rate of return for the third year – constituting a gross profit of \$78,510.

29. The Third Presentation also touted the returns generated by reinvestments. It included an exhibit indicating the reinvestment of revenue would generate an accumulated cash flow of \$72,220 after the first year; \$95,425 after the second year; \$142,663 after the third year; \$185,219 after the fourth year; and \$264,717 after the fifth year.

30. In addition to the foregoing, the information provided to Rotunda also included an Authorization for Expenditure (“AFE”) dated July 1, 2018. The AFE was for Campbell Energy relating to the “Mississippian Carbonate Well” located in the New Harmony Field in White County, Illinois. The AFE listed the total new AFE amount of \$975,775, consisting of \$188,200 in tangible costs and \$777,575 in intangible costs.

31. Based on information obtained by DFI from the Illinois Oil & Gas Resources, Campbell Energy did not hold any permit for an oil well named “Mississippian Carbonate” from January 2018 to July 2018.

32. On July 16, 2019, Rotunda sent an email to Hok Lam Chan, confirming that he had received the documents, and requesting the contract for the purchase of the working interests. Rotunda also indicated that he might contact Lilliehook to conduct further due diligence. In response, Hok Lam Chan requested that Rotunda mention to Lilliehook that Hok Lam Chan and Tony Murphy, from the Goldberg partnership, introduced Rotunda to the investment, so that Hok Lam Chan would get a commission for the sale.

33. Hok Lam Chan and Rotunda continued to exchange emails about the purchase of the working interests. Hok Lam Chan told Rotunda that he would send him a copy of a contract and that Rotunda could purchase the working interests by sending money to Kelcas’ bank account in the United States.

34. On July 17, 2019, Hok Lam Chan sent a LinkedIn message to Rotunda, explaining that U.S. investors must be accredited because “state regulations are tough to protect investors.” Hok Lam Chan then asked, “by the way are you an accredited investor?” Rotunda informed Hok Lam Chan that he was an accredited investor, to which Hok Lam Chan responded, “Ok awesome!” Hok Lam Chan explained that he would “let Tony know” and that he “just found out” about the accreditation requirements. Hok Lam Chan’s communication about accreditation was the only instance that any party associated with the investment attempted to verify Rotunda’s status as an accredited investor.

Investor Agreement

35. On July 18, 2019, Hok Lam Chan sent an Investor Agreement (“Agreement”) to Rotunda. The Agreement was drafted on Kelcas Corporation letterhead, and Kelcas was identified in the footer. Kelcas’s logo appeared in the letterhead, footer, and as a watermark.

36. The Agreement purported to be a contract between an investor and Kelcas Ohio. The third and fourth pages stated that the Agreement had to be accepted by Lilliehook on behalf of Kelcas Ohio. It identified Lilliehook as the Managing Member, President, and Chief Executive Officer of Kelcas Ohio.

37. The Agreement contained several standard disclaimers for securities offerings. It required that the investor (a) represent he or she received basic information relating to the offering; (b) acknowledge the securities were not registered; and (c) affirm that he or she was not purchasing the securities with a view to redistribution or resale. Rotunda observed that the disclaimer was inconsistent with the earlier representations from the presentations reflecting the profitability of selling work interests three years after purchase.

38. The Agreement purported to reflect the purchase of an “interest” in the “oil exploratory ‘Company Project/s) [sic]’” developed by Kelcas Ohio. It explained that the investment “represents a Working Interest (WI) ownership in the ‘Company Projects/s,’” and contained a blank field for the “Project” and another blank field corresponding to the investor’s principal investment.

39. The Agreement required that investors appoint Lilliehook as the Managing Member of Kelcas Ohio, to act on behalf of the investor.

40. The Agreement did not reference Campbell Energy or indicate that Campbell Energy had anything to do with the operation of any wells tied to the investment. Instead, the Agreement identified the operator as “Kelcas Well Services.” This was the first and only reference to Kelcas Well Services at any point material to the offering to Rotunda.

41. The Agreement directed that the investor send his or her money to an account at a bank in Owensboro, Kentucky, with Kelcas Ohio as the beneficiary.

42. Contrary to Hok Lam Chan’s earlier representations, the Agreement also required the investor to specifically acknowledge that the investor understood that “the Company’s proposed business is speculative in nature (no exact long term return of investment is specified) and carries with it numerous risks that even a combination of experience, scientific information, forces of nature and careful evaluation cannot always overcome, and [the investor’s] investment is therefore subject to the risk of losses but limited to paragraph P here below.”

43. Paragraph P of the Agreement referenced a minimum revenue guarantee, which stated that the investor was “guaranteed a minimum return of 10% yearly, calculated on the investment amount, starting six (6) months from the date of the investment and during a period of

thirty-six (36) months thereafter.” It also explained that “[c]ompensation of the minimum guarantee to the investor is on a (6) months [sic] basis as increased WI.”

44. On July 18, 2019, Rotunda sent an email to Hok Lam Chan asking for clarification about the corporate structure of Kelcas Ohio and the nature of the guarantee. Hok Lam Chan indicated that either Hok Lam Chan or Lilliehook could answer Rotunda’s questions. Rotunda followed up with an email to Hok Lam Chan and Lilliehook, asking about the relationship between Kelcas Ohio and Kelcas Corporation. He also asked Hok Lam Chan and Lilliehook to clarify the contractual language relating to the guarantee.

45. Hok Lam Chan sent an email to Rotunda explaining that Kelcas Ohio and Kelcas Corporation “have the same CEO but have different jobs within the group” and that Kelcas Ohio “is concerned with the exploration drilling [sic].” Hok Lam Chan further stated that “[t]he guarantee is really there to give the investor more comfort when investing.” He noted that the guarantee “has never been used [i]n the company history” and that “[e]ven if it is ever used (usually because of flooding etc[.][,]) it would never last 36 months.” Hok Lam Chan concluded by stating that the guarantee “is not there for if the well does not produce oil, that can never happen.”

46. Lilliehook never responded to Rotunda’s inquiry and never disclaimed or disputed any information provided by Hok Lam Chan.

47. On July 16, 2019, DFI searched its internal database and found no projects by Kelcas Corporation registered as securities with DFI, nor any notice filings for exemptions from registration. DFI also did not find any securities registered with DFI that listed Lilliehook as a contact person.

48. On July 16, 2019, DFI conducted a search of the EDGAR database on the website of the Securities and Exchange Commission (“SEC”) and discovered that Kelcas Corporation had

filed for a Regulation D 506(b) exemption in 2007 as “Kelcas Lost Creek Development” and in 2012 as “Kelcas Prospect HBS, LP” with an amended version. Both filings stated that the duration of the offering would not last more than a year. In the 2012 amended version, Lilliehook was named as the CEO. The form stated the Total Offering Amount was \$1,260,000 and that the proceeds would be used to drill one (1) horizontal well under the Ohio River. According to DFI’s SEC search, Kelcas Corporation has not filed for any other Regulation D 506(b) exemptions since that time.

49. On July 19, 2019, DFI issued a subpoena to PNC Bank for records related to Kelcas Corporation and Lilliehook, and received the requested documentation on August 12, 2019.

50. According to DFI’s review of those records, over \$5.3 million has been wired into Kelcas Corporation’s Kentucky bank account between January 2017 and June 2019. The only identifiable funds received for the sale of oil during this time period was from Bi-Petro, Inc. for \$105,774.45.

STATUTORY AUTHORITY

51. KRS 292.310(19) defines “Security,” in relevant part, as:

any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, life settlement investment, voting-trust certificate, certificate of deposit for a security; fractional undivided interest in oil, gas, or other mineral rights; or, in general, any interest or instrument commonly known as a "security.

52. Pursuant to KRS 292.320(1), it “is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly:

(a) To employ any device, scheme, or artifice to defraud;

(b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading; or

(c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.”

53. KRS 292.340 makes it “unlawful for any person to offer or sell any security in this state, unless the security is registered under this chapter, or the security or transaction is exempt under this chapter, or the security is a covered security.

54. Pursuant to KRS 292.470, “[w]hensoever it appears to the commissioner that any person has engaged or is about to engage in any act or practice constituting a violation of any provision of this chapter or any rule or order under this chapter, the commissioner may in his or her discretion:

Issue a cease and desist order, with or without a prior hearing, appealable to Franklin Circuit Court, against the person or persons engaged in the prohibited activities directing that person or persons to cease and desist from illegal activity. In order to issue an order without prior hearing, the commissioner must find that the delay in issuing a final cease and desist order will cause harm to the public.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Violations of KRS 292.340

55. Based on the facts set forth above, Kelcas Corporation, Kelcas Ohio, and their agents or representatives, in direct contravention of KRS 292.340, offered unregistered securities through electronic solicitations. The securities were not registered and the working interests in their oil wells do not qualify for an exemption from registration.

56. By reason of the foregoing, Respondents violated KRS 292.340 and, unless enjoined, will continue to violate the law.

57. The emergency nature of this Order is required because the delay in issuing a final cease and desist order to address this conduct would cause harm to the public.

Violations of KRS 292.320(1)

58. Pursuant to KRS 292.320(1), “[i]t is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly:

- (a) To employ any device, scheme, or artifice to defraud;
- (b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading; or
- (c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.”

59. Based on the facts set forth above, Kelcas Corporation, Kelcas Ohio, and their agents or representatives, perpetrated misrepresentations, and/or omissions of material fact, which would constitute fraud or deceit upon a person under KRS 292.320(1), through activity including, but not limited to:

- (a) Misrepresenting the number of oil wells and the scope of drilling activity they had conducted in the past and were planning for the future;
- (b) Failing to disclose all of the risks associated with an investment in oil and gas;
- (c) Falsely claiming that Campbell Energy was the operator for Kelcas Corporation’s drilling concerns and touting Campbell Energy’s reputation and performance in the drilling industry;

(d) Falsely claiming that Kelcas Corporation, through Campbell Energy, had a permit for an oil well named “Mississippian Carbonate;” and

(e) Making unreasonable and unsupported profit projections and guarantees about the future performance of the oil wells.

60. By reason of the foregoing, the Respondents violated KRS 292.320(1) and, unless enjoined, will continue to violate the law.

61. The emergency nature of this Order is required because the delay in issuing a final cease and desist order to address this conduct would cause harm to the public.

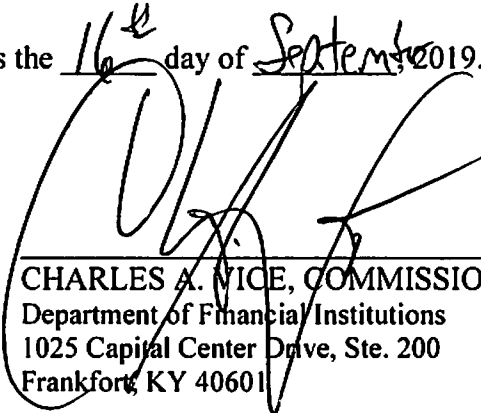
ORDER

AND NOW, THEREFORE, IT IS HEREBY **ORDERED**, for the reasons set forth above, and pursuant to KRS 292.470, that Respondents, KELCAS CORPORATION, KELCAS OHIO RIVER OIL, LLC; AND WILHELM LILLIEHOOK, shall immediately **CEASE AND DESIST** from:

1. Offering for sale any security in Kentucky until the security is registered, pursuant to KRS 292.340;

2. Making untrue statements of material fact, omitting material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and engaging in practices that mislead customers in violation of KRS 292.320(1).

IT IS SO ORDERED on this the 16th day of September 2019.



CHARLES A. VICE, COMMISSIONER
Department of Financial Institutions
1025 Capital Center Drive, Ste. 200
Frankfort, KY 40601

NOTICE TO RESPONDENTS

You are hereby notified that you are entitled to request an emergency hearing. If requested, an administrative hearing shall be held within 10 (ten) days pursuant to the provisions of KRS Chapter 13B.125. Please submit any request for hearing, in writing, to Gary A. Stephens, Staff Attorney, Kentucky Department of Financial Institutions, 1025 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601.

Certificate of Service

I, Allison Reed, hereby certify that a copy of the foregoing Emergency Cease and Desist Order was sent on this the 16th day of September, 2019, by certified mail, return receipt requested, to the following:

Kelcas Corporation
Birdie D. Simms
Registered Agent
3520 New Hartford Road, Suite 100
P.O. Box 21345
Owensboro, Kentucky 42303

Kelcas Ohio River Oil, LLC
Birdie D. Simms
Registered Agent
3520 New Hartford Road, Suite 100
P.O. Box 21345
Owensboro, Kentucky 42303

Wilhelm Lilliehook
3520 New Hartford Road, Suite 100
P.O. Box 21345
Owensboro, Kentucky 42303

Hand delivered to:

Gary A. Stephens, Staff Attorney
Department of Financial Institutions
1025 Capitol Center Drive, Suite 200
Frankfort, KY 40601

Allison Reed
Department of Financial Institutions

Name: Allison Reed

Title: Executive Staff Advisor