

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

Form T-1
April 2004
Form must be Typed
Form must be Signed
All blanks must be Filled

Check Applicable Boxes:

☒ Oil Lease: No. of Oil Wells 21 **
☐ 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: Chase-Silica

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

Effective Date of Transfer: 12-4-03
KS Dept of Revenue Lease No.: 15812 231563
Lease Name: E Malone 4
E2 - E2 - E2 - NW Sec. 18 Twp. 20S R. 9W ☐ E ☒ W
Legal Description of Lease: 3960 South, 2690 East, NW/4
County: Rice
Production Zone(s): Rice
Injection Zone(s): _____

Surface Pit Permit No.: 15-159-22357
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling

☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. 7546

Past Operator's Name & Address: Marion Malone

Title: _____

Contact Person: _____

Phone: _____

Date: 11-23-01

Signature: Marion Malone (Deceased)
Assignment + Bill of Sale

New Operator's License No. 31504 /

New Operator's Name & Address: Strube, Kurt J dba KJS Oil

605 W Park St. Claffin, KS 67525-8912

Title: _____

Contact Person: Kurt Strube

Phone: 620-793-2046

Oil / Gas Purchaser: _____

Date: 11-23-01

Signature: [Signature]

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # 15-159-22357 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 1-4-10 PRODUCTION 1/5/10 UIC 1-4-10
Mail to: Past Operator _____ New Operator _____ District _____

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

120403 E Malone 4.pdf

* Lease Name: E Malone 4 * Location: Sec. 18, T20S, R9W NE/4

RECEIVED
NOV 25 2009
KCC MICHITA

* 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.

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT Marion Malone, individually and d/b/a Malone Oil Company, Douglas J. Malone, individually and d/b/a Malone Oil Company, and Malone Oil & Gas Corporation, hereinafter called "Assignors", for and in consideration of the sum of Ten dollars (\$10), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer, and set over unto the following, in the proportions set opposite their names, hereinafter called "Assignees", all their right, title, and interest in and to the oil and gas leases as described in Exhibit "A", attached hereto and made a part hereof, together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used and/or obtained in connection therewith.

Kurt J. Strube and Patricia Jo Strube, as Joint Tenants with full rights of survivorship, 608 W. Park Street, Claflin, Kansas 67525 - 25%;

Robert B. Miller d/b/a Brad Miller Companies, P.O. Box 358, Claflin, Kansas 67525 - 25%

William James Miller d/b/a Bill Miller Investments, P.O. Box 331, Claflin, Kansas 67525 - 25%

Gary Pauley, P.O. Box 163, Holyrood, Kansas 67450 - 25%

Assignors covenant with Assignees, their heirs, successors or assigns that Assignors are the lawful owners of and have good title to the interest above assigned in and to said leases, estates, rights and properties free and clear of all liens, encumbrances or adverse claims; that the leases are valid and subsisting leases on the land described and all conditions necessary to keep the same in full force and effect have been performed and that Assignors warrant and will forever defend the same against all persons whomsoever lawfully claiming or to claim the same.

FURTHER, for the same consideration, Assignors hereby sell, transfer, and convey to Assignees, all Assignors' right, title and interest in and to the personal property, including but not limited to all materials, machinery, equipment, and cased well bores, located at, on, and/or associated with the property set forth in the oil and gas leases describe in the attached Exhibit "A". Assignors covenant with Assignees, their heirs, successors or assigns that Assignors are the lawful owners of and have good title to the personal property herein conveyed and that such property is free and clear of any claims, liens, and encumbrances.

FURTHER, for the same consideration, Assignors hereby sell, transfer, assign, and convey to Assignees, all Assignors' right, title, and interest in and to all contract rights, easements, rights-of-way, saltwater disposal agreements, tank battery agreements, surface agreements, leases, unitization agreements, and permits located at, on, and/or associated with the oil and gas leases described in the attached Exhibit "A", including but not limited to those described in Exhibit "B" attached hereto and made a part hereof. Assignors covenant with Assignees, their heirs, successors or assigns that Assignors are the lawful owners of said contracts free and clear of all liens, encumbrances or adverse claims; that the contracts are valid and subsisting agreements and all conditions necessary to keep the same in full force and effect have been performed and that the Assignors warrant and will forever defend the same against all persons whomsoever lawfully claiming or to claim the same.

This Assignment and Bill of Sale is dated this 4th day of December, 2003, but shall be effective as of December 1, 2003 at 7:00 a.m.

Marion Malone
MARION MALONE, individually and d/b/a
MALONE OIL COMPANY, Assignor

ATTEST:

MALONE OIL & GAS CORPORATION

By: Laure Malone
Secretary

By: Marion Malone
Marion Malone, President, Assignor

Douglas J. Malone
DOUGLAS J. MALONE, individually and
d/b/a MALONE OIL COMPANY, Assignor

Kurt J. Strube
KURT J. STRUBE, Assignee

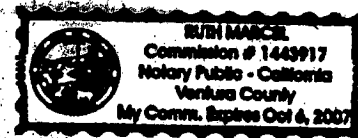
Patricia J. Strube
PATRICIA JO STRUBE, Assignee

Robert B. Miller
ROBERT B. MILLER d/b/a BRAD
MILLER COMPANIES, Assignee

William James Miller
WILLIAM JAMES MILLER d/b/a BILL
MILLER INVESTMENTS, Assignee

Gary Pauley
GARY PAULEY, Assignee

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss:



BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 2 day of December, 2003, personally appeared Marion Malone, individually and d/b/a Malone Oil Company, to the personally 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 WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

exp oct 6, 2007
MY COMMISSION EXPIRES

Ruth Marcel
NOTARY PUBLIC

STATE OF California)
COUNTY OF VENTURA) ss:



BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 2 day of December, 2003, personally appeared Marion Malone to me personally known to be the identical person who executed the within and foregoing instrument as President of Malone Oil & Gas Corporation 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 WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

exp OCT 6, 2007
MY COMMISSION EXPIRES

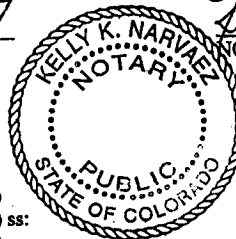
Ruth Marcel RUTH MARCEL
NOTARY PUBLIC

STATE OF COLORADO)
COUNTY OF DENVER) ss:

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 17th day of December, 2003, personally appeared Douglas J. Malone, individually and d/b/a Malone Oil Company, to me personally 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 WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

July 16, 2007
MY COMMISSION EXPIRES



Kelly K. Narvaez
NOTARY PUBLIC

STATE OF KANSAS)
COUNTY OF ELLSWORTH) ss:

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of December, 2003, personally appeared Kurt J. Strube, Patricia Jo Strube, Robert B. Miller d/b/a Brad Miller Companies, William James Miller d/b/a Bill Miller Investments, and Gary Pauley, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

4-7-07
MY COMMISSION EXPIRES



Jenelle M. Sprick
NOTARY PUBLIC Jenelle M. Sprick

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE BY AND BETWEEN MARION MALONE, ET. AL. AND KURT J. STRUBE, ET. AL. DATED DECEMBER 4, 2003

LEASE NAME: M. Malone
LESSOR: Harold Malone and Inez Malone, his wife; and Louis Malone, an unmarried man
LESSEE: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE: July 15, 1983
RECORDING DATA: Book O&G 99, Page 738 of the Records of Rice County, Kansas
DESCRIPTION: South Half Northeast Quarter (S/2 NE/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest

LEASE NAME: Keesling
LESSOR: Walter H. Keesling and Elsie K. Keesling, his wife
LESSEE: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE: June 30, 1972
RECORDING DATA: Book O&G 68, Page 159 of the Records of Rice County, Kansas
DESCRIPTION: Northeast Quarter (NE/4) of Section 29, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest

LEASE NAME: Keesling
LESSOR: Francis Malone and Katherine Malone, his wife; Marguerite Doran and William Doran, her husband; Edward Malone & Leona Malone, his wife; Douglas J. Malone & Marion V. Malone, his wife; Marion Malone & Laura Malone, his wife; Clifford Malone and Eleanor Malone, his wife; and Clara Malone, a widow
LESSEE: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE: June 7, 1972
RECORDING DATA: Book O&G 68, Page 168 of the Records of Rice County, Kansas
DESCRIPTION: West Half Northwest Quarter (W/2 NW/4) of Section 29, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest

LEASE NAME: Farmer
LESSOR: Lawrence W. Farmer and Ruby Beth Farmer, his wife; Doris F. Hulse and James D. Hulse, her husband; Florence K. Patterson, a widow; and Ina Inez Farmer, a widow
LESSEE: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE: March 1, 1980
RECORDING DATA: Book O&G 86, Page 107 of the Records of Rice County, Kansas
DESCRIPTION: Lot One (1) and Lot Two (2) and the East Half Northwest Quarter (E/2 NW/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest

LEASE NAME: H & E Malone
LESSOR: Harold Malone and Inez C. Malone his wife; and Louis W. Malone, a single man
LESSEE: Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE: June 7, 1972
RECORDING DATA: Book O&G 68, Page 92 of the Records of Rice County, Kansas

DESCRIPTION:	North Half Northeast Quarter (N/2 NE/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest
LEASE NAME:	Father Flanagan
LESSOR:	Father Flanagan's Boys' Home
LESSEE:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE:	March 4, 1980
RECORDING DATA:	Book O&G 86, Page 189 of the Records of Rice County, Kansas
DESCRIPTION:	West Half Southeast Quarter (W/2 SE/4) and East Half Southwest Quarter (E/2 SW/4) and Lots Three (3) and Four (4) except a tract of land commencing at the SW corner of Section 19, running thence E 80 rods, thence N 160 rods, thence W 80 rods, thence S 160 rods to the place of beginning of Section 19, Township 20 South, Range 9 West, Rice County, Kansas containing 184 acres more or less
OWNERSHIP:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (gas is subject to unitization agreement)
LEASE NAME:	Father Flanagan
LESSOR:	Francis Malone & Katherine Malone, his wife; Marguerite Doran & William Doran, her husband; Edward Malone & Leona Malone, his wife; Douglas Malone & Marion V. Malone, his wife; Marion Malone & Laura Malone, his wife; Clifford Malone & Eleanor Malone, his wife; and Clara Malone, a widow
LESSEE:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE:	February 2, 1981
RECORDING DATA:	Book O&G 89, Page 794 of the Records of Rice County, Kansas
DESCRIPTION:	East Half Southeast Quarter (E/2 SE/4) of Section 19, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (gas is subject to unitization agreement)
LEASE NAME:	Father Flanagan
LESSOR:	Helen Rachel Newton, a widow
LESSEE:	Clifford L. Malone
LEASE DATE:	January 3, but effective May 19, 1980
RECORDING DATA:	Book O&G 86, Page 680 of the Records of Rice County, Kansas
DESCRIPTION:	West Eighty (80) acres of Lots Three (3) and Four (4) in the Southwest Quarter (SW/4) of Section 19, Township 20 South, Range 9 West, and North Half Southeast Quarter (N/2 SE/4) of Section 24, Township 20 South, Range 10 West, Rice County, Kansas
OWNERSHIP:	Malone Oil Company, a partnership - 30% Working Interest; Marion Malone - 25% Working Interest; Douglas J. Malone - 10% Working Interest (gas is subject to unitization agreement)
LEASE NAME:	Caywood
LESSOR:	John W. Caywood and Doris M. Caywood, his wife
LESSEE:	Richard E. Smith
LEASE DATE:	December 7, 1971
RECORDING DATA:	Book O&G 67, Page 327 of the Records of Rice County, Kansas
DESCRIPTION:	Southeast Quarter (SE/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Malone Oil & Gas Corporation - 100% Working Interest (N/2 SE/4); Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (S/2 SE/4)
LEASE NAME:	Caywood
LESSOR:	Inez M. Smith and Roy B. Smith, her husband
LESSEE:	Richard E. Smith

LEASE DATE:	December 7, 1971
RECORDING DATA:	Book O&G 68, Page 119 of the Records of Rice County, Kansas
DESCRIPTION:	Southeast Quarter (SE/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Malone Oil & Gas Corporation - 100% Working Interest (N/2 SE/4); Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (S/2 SE/4)
LEASE NAME:	Caywood
LESSOR:	Joyce R. Caywood, a single person
LESSEE:	Richard E. Smith
LEASE DATE:	December 7, 1971
RECORDING DATA:	Book O&G 68, Page 117 of the Records of Rice County, Kansas
DESCRIPTION:	Southeast Quarter (SE/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Malone Oil & Gas Corporation - 100% Working Interest (N/2 SE/4); Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (S/2 SE/4)
LEASE NAME:	Caywood
LESSOR:	Albert J. Boy and Mary L. Boy, his wife
LESSEE:	Richard E. Smith
LEASE DATE:	December 7, 1971
RECORDING DATA:	Book O&G 68, Page 115 of the Records of Rice County, Kansas
DESCRIPTION:	Southeast Quarter (SE/4) of Section 30, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Malone Oil & Gas Corporation - 100% Working Interest (N/2 SE/4); Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (S/2 SE/4)
LEASE NAME:	E. Malone
LESSOR:	Frank W. Malone and Margaret Malone, his wife; Ruth Gales, a widow; James B. Malone and Agnes Malone, his wife; Angeline Shuler and Dale Shuler, her husband; Loretta T. Forshee and L.E. Forshee, her husband; Isabel Moran and James C. Moran, her husband; Eugene M. Malone and Mercedes Malone, his wife; Martin M. Malone, an unmarried man
LESSEE:	Marion Malone
LEASE DATE:	November 20, 1975
RECORDING DATA:	Book O&G 78, Page 163 of the Records of Rice County, Kansas
DESCRIPTION:	East Half Northwest Quarter (E/2 NW/4) and East 14.95 acres of Lots One (1) and Two (2) of Section 18, Township 20 South, Range 9 West, Rice County, Kansas containing 95 acres, more or less
OWNERSHIP:	Marion Malone - 95% Working Interest
LEASE NAME:	E. Malone
LESSOR:	Frank W. Malone and Margaret Malone, his wife; Ruth Gales, a widow; James B. Malone and Agnes Malone, his wife; Angeline Shuler and Dale Shuler, her husband; Loretta T. Forshee and L.E. Forshee, her husband; Isabel Moran and James C. Moran, her husband; Eugene M. Malone and Mercedes Malone, his wife; Martin M. Malone, an unmarried man
LESSEE:	Marion Malone
LEASE DATE:	November 20, 1975
RECORDING DATA:	Book O&G 78, Page 168 of the Records of Rice County, Kansas
DESCRIPTION:	West Half Northeast Quarter (W/2 NE/4) of Section 18, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Marion Malone - 95% Working Interest

LEASE NAME:	F. D. Malone
LESSOR:	Francis Malone & Katherine Malone, his wife; Marguerite Doran & William Doran, her husband; Edward Malone & Leona Malone, his wife; Douglas Malone & Marion V. Malone, his wife; Marion Malone & Laura Malone, his wife; Clifford Malone & Eleanor Malone, his wife; and Clara Malone, a widow
LESSEE:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE:	August 1, 1979
RECORDING DATA:	Book O&G 85, Page 168 of the Records of Rice County, Kansas
DESCRIPTION:	Lot Two (2) and the Southeast Quarter Northwest Quarter (SE/4 NW/4) also described as the South Half Northwest Quarter (S/2 NW/4) except the West Half (W/2) of Section 19, Township 20 South, Range 9 West, Rice County, Kansas containing 46 acres, more or less
OWNERSHIP:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (gas subject to unitization)

LEASE NAME:	F. D. Malone
LESSOR:	Francis Malone & Katherine Malone, his wife; Marguerite Doran & William Doran, her husband; Edward Malone & Leona Malone, his wife; Douglas Malone & Marion V. Malone, his wife; Marion Malone & Laura Malone, his wife; Clifford Malone & Eleanor Malone, his wife; and Clara Malone, a widow
LESSEE:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company
LEASE DATE:	August 1, 1979
RECORDING DATA:	Book O&G 85, Page 172 of the Records of Rice County, Kansas
DESCRIPTION:	South Half Northeast Quarter (S/2 NE/4) of Section 19, Township 20 South, Range 9 West, Rice County, Kansas
OWNERSHIP:	Marion Malone and Douglas J. Malone d/b/a Malone Oil Company - 100% Working Interest (gas subject to unitization)

LEASE NAME:	F. D. Malone (West)
LESSOR:	Francis Malone & Katherine Malone, his wife; Marguerite Doran & William Doran, her husband; Edward Malone & Leona Malone, his wife; Douglas Malone & Marion V. Malone, his wife; Marion Malone & Laura Malone, his wife; Clifford Malone & Eleanor Malone, his wife; and Clara Malone, a widow
LESSEE:	Douglas J. Malone
LEASE DATE:	August 1, 1980
RECORDING DATA:	Book O&G 87, Page 646 of the Records of Rice County, Kansas
DESCRIPTION:	Lot Two (2) and the Southeast Quarter Northwest Quarter (SE/4 NW/4) also described as the South Half Northwest Quarter (S/2 NW/4) except the East Half (E/2) of Section 19, Township 20 South, Range 9 West, Rice County, Kansas containing 46 acres, more or less
OWNERSHIP:	Malone Oil Company, a partnership - 30% Working Interest; Marion Malone - 25% Working Interest; Douglas J. Malone - 10% Working Interest

Marion Malone
MARION MALONE, individually and d/b/a
MALONE OIL COMPANY, Assignor

ATTEST:

MALONE OIL AND GAS CORPORATION

By: Laura Malone
Secretary

By: Marion Malone
Marion Malone, President, Assignor

Douglas J. Malone
DOUGLAS J. MALONE, individually and d/b/a
MALONE OIL COMPANY, Assignor

Kurt J. Strube
KURT J. STRUBE, Assignee

Patricia J. Strube
PATRICIA JO STRUBE, Assignee

Robert B. Miller
ROBERT B. MILLER d/b/a BRAD MILLER
COMPANIES, Assignee

William James Miller
WILLIAM JAMES MILLER d/b/a BILL MILLER
INVESTMENTS, Assignee

Gary Pauley
GARY PAULEY, Assignee