



01727510

Reception No. 441196 Recorded Nov. 26 1962
8:00 o'clock A.M. Donnell Lawrence, Recorder

BOOK 562 PAGE 213

DEEDPADRONI JOINT VENTURE

STATE OF COLORADO)
COUNTY OF LOGAN) KNOW ALL MEN BY THESE PRESENTS:

THAT Kansas-Nebraska Natural Gas Company, Inc., a corporation authorized to do business in the State of Colorado, as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these does hereby GRANT, BARGAIN, SELL AND CONVEY to ASSOCIATED OIL & GAS CO., a Delaware corporation, its successors and assigns, as Grantee, an undivided sixteen and two-thirds percent (16 2/3%) interest in and to the following described property situated in the County of Logan, State of Colorado, to-wit:

1. A tract of land in the Southwest Quarter (SW/4) of Section 15, Township 9 North, Range 52 West of the 6th R. M., more particularly described as follows:

Commencing at a point on the West line of said Section 15, 30 feet North of the Southwest corner of said Section 15 as a place of beginning; thence Easterly and parallel with the South line of said Section 15, a distance of 330 feet; thence Northerly and parallel with the West line of said Section 15, a distance of 1320 feet; thence Westerly and parallel with the South line of said Section 15, a distance of 330 feet; thence South along the West line of said Section 15, a distance of 1320 feet to the point of beginning;

save, excepting and reserving, however, all of the oil, gas and other minerals lying in, on and under said property; and expressly subject to all of the terms, conditions and provisions as contained in a certain December 24, 1954, Deed from Cleo G. Whitcomb and Albeina Whitcomb to Kansas-Nebraska Natural Gas Company, Inc., which Deed is recorded in Book 462, Page 33, of the records of the Recorder of Logan County, Colorado, and to which instrument as recorded reference is here made for all purposes; and

2. A certain tract of land in the Southeast Quarter (SE/4) of Section 10, Township 10 North, Range 54 West of the 6th P.M., Logan County, Colorado, more particularly described as follows:

Beginning at a point 30 feet North of the Southeast corner of said Section 10; thence West along the North line of County Road, a distance of 660 feet; thence North a distance of 660 feet, thence East and parallel with the North line of County Road, a distance of 660 feet, and thence South a distance of 660 feet to the Point of Beginning;

this being the same property more particularly described in a certain July 23, 1958, Deed from Bernice D. Sanders and Ethel M. Sanders, as Grantors, to Kansas-Nebraska Natural Gas Company, Inc., as Grantee, recorded in Book 505, Page 67, of the records of Logan County, Colorado, and expressly subject to all of the terms, conditions and provisions as contained in said Deed, to which instrument as recorded reference is here made for all purposes;

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

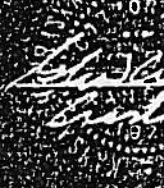
TO HAVE AND TO HOLD the aforesaid undivided interest in and to the above described properties unto Associated Oil & Gas Co., a Delaware corporation, its successors and assigns, forever. And the said Kansas-Nebraska Natural Gas Company, Inc., for itself, its successors and assigns, does hereby covenant, grant, bargain and agree to and with the said Associated Oil & Gas Co., its successors and assigns, that it is lawfully seized of the premises above conveyed to the extent of the interest the subject of this instrument but subject to the terms and provisions of each of the above described instruments, that it has good right, power and lawful authority to grant, bargain, sell and convey the same in the manner and form and to the extent aforesaid, that same are free from encumbrances and it does hereby covenant to warrant and defend the title to the extent hereby conveyed in and to said premises against the lawful claims of all persons whomsoever. Taxes for the year 1962 shall be prorated as of the effective date of this instrument between Grantor and Grantee.

This instrument shall be effective at 7:00 O'Clock A. M., on March 1, 1962.

IN WITNESS WHEREOF, this instrument is executed this 12TH
day of OCTOBER, 1962.

ATTEST

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.


Alan W. Gierhart
Notary Public

By Thos. Creigh, Jr.
THOS. CREIGH, JR. President

STATE OF NEBRASKA)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this
the 12TH day of OCTOBER, 1962, by THOS. CREIGH, JR. President
of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

WITNESS my hand and notarial seal the date last aforesaid.

J. Roland Miller
Notary Public in and for J. ROLAND MILLER
Adams County, Nebraska


My commission expires
October 23, 1965

BOOK 562 PAGE 216

Recorded Nov 26 1962
8:00 A.M. Deanna Lawrence, Records

ASSIGNMENT OF UNDIVIDED INTERESTS
IN
PADRONI JOINT VENTURE
AND
GAS PROCESSING AGREEMENT

WHEREAS, by instrument dated January 1, 1959, between Kansas-Nebraska Natural Gas Company, Inc., as First Party, and N. C. Ginther, H. C. Warren, W. L. Ginther, Rufus I. West and Frank H. Walsh, Jr., as Second Party, there was created, as a separate entity and separate and apart from any and all other operations of any of the parties thereto, a Joint Venture known as the "Padroni Joint Venture", contributions thereto being made as more specifically provided therein, to which Agreement for all of its various terms, conditions and provisions reference is here made for all purposes;

WHEREAS, by instrument dated January 1, 1959, N. C. Ginther, H. C. Warren, W. L. Ginther, Rufus I. West and Frank H. Walsh, Jr., as Processor, did enter into a certain Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc., as Supplier, providing for a certain supply of gas to both the Little Hoot Plant and the Padroni Plant as same constitute the Padroni Joint Venture as created by the Padroni Joint Venture Agreement of same date, but such supply of gas to be in accordance with and subject to the terms, conditions, and provisions as contained therein and to which Gas Processing Agreement, as executed, reference is here made for all purposes;

WHEREAS, the said Padroni Joint Venture has continued in full force and effect and is now in full force and effect in accordance with the terms, conditions and provisions as more particularly set out in the aforesaid January 1, 1959, Joint Venture Agreement hereinabove referred to except that Associated Oil & Gas Co. has succeeded to the interest of those parties then constituting Second Party.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid by Associated Oil & Gas Co., Kansas-Nebraska Natural Gas Company, Inc., Assignor herein, has GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto ASSOCIATED OIL & GAS CO., a Delaware corporation, as Assignee herein, its successors and assigns, an undivided sixteen and two-thirds percent (16 2/3%) interest, in and to the Padroni Joint Venture as same is now constituted and comprised and as same was created by the above referred to Joint Venture Agreement, and in and to the aforesaid Gas Processing Agreement and all amendments thereof, including, but not limited to, all real estate, real property, leases, easements, rights-of-way and interests of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipelines, valves, fittings and other facilities of every nature for gathering, transporting, transmitting, treating, processing or handling gas and other petroleum products, and all field equipment and accessories, supplies, vehicular equipment, supply inventory, goods, accessories, chattels, equipment and other personal property of every nature, and all forms of personal property of every nature whatsoever thereon located or pertaining to the operation thereof, and all licenses, franchises, privileges, contracts, permits, agreements, claims, rights and interests of every nature pertaining to Padroni Joint Venture, save and except as of the effective date of March 1, 1962, at 7 A. M., cash in the bank, uncollected sales, sums due from other joint ventures, accounts, notes and contracts receivable, accounts payable covering costs incurred in connection with operations prior to said effective date and accounts payable from any joint venture to any other joint venture.

This Assignment is subject to the terms, conditions and provisions as contained in the aforesaid January 1, 1959, Joint Venture Agreement,

including any amendments thereof, and further subject to the terms, conditions and provisions as contained in a Joint Operating Agreement and Gas Processing Agreement of like date as each may have been, from time to time, amended or supplemented.

Assignee herein, for itself, its successors and assigns, does take and accept this Assignment subject to all of the terms and provisions of each of those instruments and subject hereof, does expressly assume the performance of any and all obligations therein contained or arising therefrom, and does further expressly agree to indemnify and hold Assignor harmless from any and all costs, liabilities and expenses arising out of or resulting from Assignee's failure to timely and properly perform any obligations contained therein.

The Assignor herein, hereby warrants that said Padroni Joint Venture and the Gas Processing Agreement above referred to are now in full force and effect, that Assignor has good right and authority to sell, assign and convey the interest herein conveyed, and that said interest and all outstanding liens or other indebtedness existing against such Joint Venture, its interest therein or any of the properties comprising same.

This Assignment is effective at 7:00 o'clock A.M., March 1, 1962.

IN WITNESS WHEREOF, this instrument is executed this 12TH day of OCTOBER, 1962.

ATTEST:

Glen W. Gierhart, Jr.
Assistant Secretary
Glen W. Gierhart, Jr.

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

By Thos. Creigh, Jr.
President
THOS. CREIGH, JR.

ATTEST:

James L. Hill
Secretary
JAMES L. HILL

ASSOCIATED OIL & GAS CO.

By S. A. Wickstrom
Vice President

S. A. WICKSTROM
Vice President

STATE OF NEBRASKA)
) SS
COUNTY OF ADAMS)

BOOK 562 PAGE 219

The foregoing instrument was acknowledged before me on this
the 12TH day of OCTOBER, 1962, by THOS. CREIGH, JR.
President of KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

WITNESS my hand and notarial seal the date last aforesaid.



J. Rolando Miller
Notary Public in and for J. ROLANDO MILLER
Adams County, Nebraska

My Commission Expires:
October 23, 1965

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this
the 22 day of October, 1962, by A. A. Wickstrom
Vice President of ASSOCIATED OIL & GAS CO.

WITNESS my hand and notarial seal the date last aforesaid.

Jane D. Kieffer
Notary Public in and for
Harris County, Texas

My Commission Expires:
June 1, 1963

562 PAGE 220

Reception No. 447198 Recorded Nov 26 1962
8:00 o'clock A.M. Donnell Lawrence, Recorder

BILL OF SALE
PADRONI JOINT VENTURE

STATE OF COLORADO)
COUNTY OF LOGAN) KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, heretofore, by instrument dated January 1, 1959, there was executed a certain Joint Venture Agreement between Kansas-Nebraska Natural Gas Company, Inc., as First Party, and N. C. Ginther, et al, as Second Party, creating that certain Joint Venture known and designated as "Padroni Joint Venture" and by the terms and provisions of which, among others, there was contributed thereto certain properties known as the Padroni Plant and Little Hoot Plant as same were more particularly described in said instrument, to which Joint Venture Agreement reference is here made for all purposes;

WHEREAS, Kansas-Nebraska Natural Gas Company, Inc., has this date transferred, conveyed and assigned to Associated Oil & Gas Co. an undivided sixteen and two-thirds percent ($16 \frac{2}{3}\%$) interest in and to the said Padroni Joint Venture by separate instrument of even date herewith, and said parties do desire, in connection with the transfer and assignment of said interest in and to said Joint Venture, including, but not limited to, all real estate, real property, leases, easements, rights of way and interests of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipelines, valves, fittings and other facilities of every nature for gathering, transporting, transmitting, treating, processing or handling gas and other petroleum products, and all field equipment and accessories, supplies, vehicular equipment, supply inventory, goods, accessories, chattels, equipment and other personal property of every nature, and all forms of personal property of every nature whatsoever thereon located or pertaining to the operation thereof, and

all licenses, franchises, privileges, contracts, permits, agreements, claims, rights and interests of every nature pertaining to the Padroni Joint Venture, save and except as of the effective date of March 1, 1962, at 7:00 o'clock A.M., cash in the bank, uncollected sales, sums due from other joint ventures, accounts, notes and contracts receivable, accounts payable covering cost incurred in connection with operations prior to said effective date and accounts payable from any joint venture to any other joint venture, to convey, sell and deliver to Associated Oil & Gas Co. a sixteen and two-thirds ($16 \frac{2}{3}$) percent interest in and to the personal property, machinery and equipment and comprising the Padroni Plant and the Little Hoot Plant and related facilities,

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to it in hand paid by Associated Oil & Gas Co., the receipt and sufficiency of which is hereby acknowledged and confessed; KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., as Grantor herein, has GRANTED, BARGAINED, SOLD and DELIVERED and does hereby GRANT, BARGAIN, SELL and DELIVER unto ASSOCIATED OIL & GAS CO., a Delaware corporation, its successors and assigns, as Grantee herein, an undivided sixteen and two-thirds Percent ($16 \frac{2}{3}$) interest, in and to that certain machinery, material and equipment, including buildings, as same are more particularly described in that certain Inventory of Equipment attached hereto, marked Exhibit "A" and made a part hereof for all purposes and which Exhibit "A" does comprise the Padroni Plant and the Little Hoot Plant, and all items of material and equipment belonging thereto, which, together, constitute and comprise the personal property of the Padroni Joint Venture.

And for the same considerations, in connection with the aforesaid transfer and assignment of said sixteen and two-thirds percent ($16 \frac{2}{3}$) interest in the Padroni Joint Venture, it is understood and agreed that Grantor is executing and delivering this date a conveyance of an undivided

sixteen and two-thirds percent (16 2/3%) interest in the actual sites upon which the Padroni Plant and the Little Hoot Plant are erected, together with assignments of any and all rights of way, easements, gas processing agreements or other properties or rights as same comprise a part of the said Padroni Joint Venture; further, in this connection, Grantor covenants and agrees to hereafter execute such other instrument or instruments, including supplements or amendments thereto, as may be necessary or required in order to carry out and effectuate the aforementioned transfer and assignment of said sixteen and two-thirds percent (16 2/3%) interest in the Padroni Joint Venture to the Grantee hereof.

Grantor herein does hereby covenant and agree that it is the owner of a said undivided sixteen and two-thirds percent (16 2/3%) interest in the Padroni Joint Venture, including those properties constituting a part of same as set out in Exhibit "A" hereof and, subject to this and all other instruments above referred to of like date, that it has good right and authority to sell, assign, transfer and convey the same and it does further covenant and agree that there are no outstanding liens or other indebtedness now existing against all or any part of said properties the subject of this instrument, including materialman's or mechanic's liens and that there are no causes of action now pending against the said Grantor as a party thereto in connection with the erection, maintenance or operation of the properties the subject of this instrument as same are more particularly described in Exhibit "A" hereof.

This instrument is effective March 1, 1962, at 7:00 o'clock A. M.

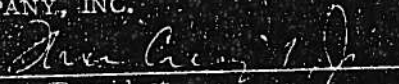
IN WITNESS WHEREOF, this instrument is executed this 12TH day

of October, 1962.

ATTEST:

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.


Assistant Secretary
Glen W. Gierhart, Jr.

By 
President
THOS. CREIGH, JR.

STATE OF NEBRASKA)
) SS
COUNTY OF ADAMS)

BOOK 562 PAGE 228

The foregoing instrument was acknowledged before me on this
12TH day of OCTOBER, 1962, by THOS. CUDICH, JR.
President of KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

WITNESS my hand and notarial seal the date last aforesaid.


Notary Public

My Commission Expires:
October 23, 1965