

255989 Y

Recorded at 12:15 o'clock P.M. Mar. 9, 1954

Reception No. 373887 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That JOHN ZIEGLER and OSCAR ZIEGLER

of the Town of Riverton, County of Franklin, Nebraska, and State of Colorado, for the consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other consideration, in hand paid, hereby sell and convey to N. C. GINTHER, H. C. WARREN, and W. L. GINTHER of the County of Harris, and State of Colorado, Texas the following real property, situate in the County of Logan and State of Colorado, to-wit:

A five (5)-acre tract of ground three hundred feet (300') wide and seven hundred twenty-six (726') feet long, located in Lot Eight (8), Section Two (2), Township Eight (8) North, Range Fifty-four (54) West of the Sixth P.M., more particularly described as follows:

Commencing at a point on the Northwest corner of said Lot Eight (8) in said above section, as a point of beginning;

Thence, 300 feet East to a point, thence, 726 feet South to a point, thence, 300 feet West to a point, and thence, 726 feet North to the point of beginning,

in Lot Eight (8), Section Two (2), Township Eight (8) North, Range Fifty-four (54) West of the Sixth P.M., Logan County, Colorado,



EXCEPTING AND RESERVING unto the grantors ALL OIL, GAS, AND OTHER MINERALS in, on, and under the said above described premises, together with the right of ingress and egress to explore for, mine, and remove same,

with all its appurtenances, and warrant the title to the same, subject to taxes for the year 1954, due and payable in 1955, and oil and gas leases of record.

Signed and delivered this 9th day of March, A. D. 1954

In the presence of

Three lines of signatures with (SEAL) labels.

STATE OF COLORADO, County of Logan ss.

The foregoing instrument was acknowledged before me this 9th day of March, 1954,

by John Ziegler and Oscar Ziegler.

WITNESS by hand and official seal.

My commission expires

Nov. 23, 1955

Signature of Notary Public

Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation; then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1927.

402474 Recorded 12-30-57
 1:15 o'clock P.M. Donnell Lawrence, Recorder

BOOK 498 PAGE 45

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

That N. C. GINTHER, H. C. WARREN and W. L. GINTHER, all of Houston, Harris County, Texas, hereinafter called "Assignors", for and in consideration of the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00) cash in hand paid by LEE A. YENTER and wife, RACHEL P. YENTER, jointly, and BEN D. SUBLETT, of Sterling, Colorado, hereinafter sometimes called "Assignees", the receipt and sufficiency of which are hereby acknowledged and confessed, have Granted, Bargained, Sold, Transferred, Assigned and Conveyed, and do hereby Grant, Bargain, Sell, Transfer, Assign and Convey, subject to the exceptions and provisions hereinafter set forth, unto the said Lee A. Yenter and wife, Rachel P. Yenter, jointly, a four/sixtieth (4/60) interest, and unto Ben D. Sublett, a one/sixtieth (1/60) interest, in and to that certain gas processing plant situated in Logan County, Colorado, and known as the "Yenter Plant", consisting of the following described property situate in the County of Logan, State of Colorado, to-wit:

FIRST

Five (5) acres of land in Logan County, Colorado, being three hundred feet (300') wide and seven hundred twenty-six feet (726') long, located in Lot Eight (8), Section Two (2), Township Eight (8) North, Range Fifty-four West of the Sixth P. M., more particularly described as follows:

COMMENCING at a point on the Northwest corner of said Lot Eight (8) in said above section, as a point of beginning;
 THENCE, 300 feet East to a point,
 THENCE, 726 feet South to a point,

THENCE, 300 feet West to a point, and
THENCE, 726 feet North to the point
of beginning;

SAVE AND EXCEPT all oil, gas and other minerals in, on, and under the above-described premises, together with the right of ingress and egress to explore for, mine, and remove same.

SECOND

All improvements of every kind and character now or hereafter situated upon the above-described property, including without limitation the buildings, structures and fixtures comprising the gas processing plant in Logan County, Colorado, and known as the "Yenter Plant".

THIRD

All machinery, equipment, appliances, and other personal property of every kind and character now owned or hereafter acquired for use or to be used in connection with or constituting a part of the operation or maintenance of the Yenter gas processing plant situated upon the above-described land, together with any and all replacements and additions to said machinery, equipment, appliances and other personal property.

This conveyance is made subject to Gas Processing Agreement dated January 15, 1954, entered into by and between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor.

It is agreed that each of Assignees herein shall own his respective percentage interest in and to all the rights, titles, options, benefits and privileges which were acquired by N. C. Ginther, H. C. Warren and W. L. Ginther under and by virtue of the said Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc., and should the said Kansas-Nebraska Natural Gas Company, Inc. elect to acquire a forty-nine per cent (49%) work-

BOOK 498 PAGE 47
ing interest in said Yenter Plant pursuant to such agree-
ment, then the percentage interest of each of Assignees
shall be reduced proportionately.

EXECUTED this 26th day of April, 1954.

N. C. Ginther
N. C. Ginther

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

THE STATE OF TEXAS |
COUNTY OF HARRIS | SS.

The foregoing instrument was acknowledged be-

fore me this 23rd day of December, 1954, by N. C. GINTHER,
H. C. WARREN and W. L. GINTHER.

My notarial commission expires June 1, 1955.
Witness my hand and official seal.



TILLIE ODOM
Notary Public, in and for Harris County, Texas
My Commission Expires June 1, 1955

Tillie Odom
Notary Public

BOOK 504 PAGE 6 Reception No. 406072 Recorded July 31 1958
8:00 o'clock A.M. Dennell Lawrence, Recorder

THE STATE OF COLORADO,)
COUNTY OF LOGAN,) ss. KNOW ALL MEN BY THESE PRESENTS:

That LEE A. YENTER and wife, RACHEL P. YENTER, and BEN D. SUBLETT, all of Sterling, Colorado, hereinafter called "Assignors," for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, cash in hand paid by N. C. GINTHER, N. C. WARREN and W. L. GINTHER, all of Houston, Harris County, Texas, hereinafter sometimes called "Assignees," the receipt and sufficiency of which are hereby acknowledged and confessed, have granted, bargained, sold, transferred, assigned and conveyed, and do hereby grant, bargain, sell, transfer, assign and convey, subject to the exceptions and provisions hereinafter set forth, unto the said N. C. Ginther, H. C. Warren and W. L. Ginther, an undivided five/sixtieth (5/60) interest in and to that certain gas processing plant situated in Logan County, Colorado, and known as the "Yenter Plant," consisting of the following described property situate in the County of Logan, State of Colorado, to-wit:

FIRST

Five (5) acres of land in Logan County, Colorado, being three hundred feet (300') wide and seven hundred twenty-six feet (726') long, located in Lot Eight (8), Section Two (2), Township Eight (8) North, Range Fifty-four (54) West of the Sixth P.M., more particularly described as follows:

COMMENCING at a point on the Northwest corner of said Lot Eight (8) in said above section, as a point of beginning; THENCE, 300 feet East to a point, THENCE, 726 feet South to a point THENCE, 300 feet West to a point, and THENCE, 726 feet North to the point of beginning;

SAVE AND EXCEPT all oil, gas and other minerals in, on and under the above-described premises, together with the right of ingress and egress to explore for, mine and remove same.

All improvements of every kind and character now or hereafter situated upon the above-described property, including without limitation the buildings, structures and fixtures comprising the gas processing plant in Logan County, Colorado, and known as the "Yenter Plant."

THIRD

All machinery, equipment, appliances, and other personal property of every kind and character now owned or hereafter acquired for use or to be used in connection with or constituting a part of the operation or maintenance of the Yenter gas processing plant situated upon the above-described land, together with any and all replacements and additions to said machinery, equipment, appliances and other personal property.

IT BEING UNDERSTOOD AND AGREED that this Assignment is to be made effective as of April 1, A. D. 1958, and Assignees agree to assume any accrued liabilities for gas purchases, pipe line charges, or other liabilities that may be due and owing on the interest hereby conveyed.

This conveyance is made subject to Gas Processing Agreement dated January 15, 1954, entered into by and between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor.

It is agreed that each of Assignees herein shall own his respective percentage interest in and to all the rights, titles, options, benefits and privileges which were acquired by N. C. Ginther, H. C. Warren and W. L. Ginther under and by virtue of the said Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc., and should the said Kansas-Nebraska Natural Gas Company, Inc. elect to acquire a forty-nine per cent (49%) working interest in said Yenter Plant pursuant to such agreement, then the percentage interest of each of Assignees shall be reduced proportionately.

EXECUTED this 24th day of April, 1958.

Lee A. Yenter
Lee A. Yenter

Rachel P. Yenter
Rachel P. Yenter

Ben D. Sublett
Ben D. Sublett

STATE OF COLORADO,)
) ss.
COUNTY OF LOGAN,)

- 2 -

The foregoing instrument was acknowledged before me this 24th day of April, 1958, by Lee A. Yenter, Rachel P. Yenter and Ben D. Sublett

Witness my hand and official seal.

My commission expires April 19, 1959.



Butler J. Bullard
Notary Public

- 3 -

BOOK 504 PAGE 451

that certain gas processing plant situated in Adams County, Colorado, and known as the "Leader Plant", consisting of the following described properties, to-wit:

PART I.

FIRST

Five (5) acres of land in Logan County, Colorado, being three hundred feet (300') wide and seven hundred twenty-six feet (726') long, located in Lot Eight (8), Section Two (2), Township Eight (8) North, Range Fifty-Four (54) West of the Sixth P. M., more particularly described as follows:

COMMENCING at a point on the Northwest corner of said Lot Eight (8) in said above section as a point of beginning;
THENCE 300 feet East to a point;
THENCE 726 feet South to a point;
THENCE 300 feet West to a point; and
THENCE 726 feet North to the point of beginning;

(SAVE AND EXCEPT, however, the oil, gas and other minerals reserved by a prior owner of said land.)

SECOND

All improvements of every kind and character now or hereafter situated upon the above described property, including, without limitation, the buildings, structures and fixtures composing the Yenter Gas Processing Plant. Said improvements include, without limitation, five plants built to operate in parallel and an absorption system to service all five plants.

THIRD

All of the machinery, equipment, appliances and other personal property of every kind and character now owned or hereafter acquired for use or to be used in connection with or constituting a part of the operation or maintenance of the Yenter Gas Processing Plant situated upon the land described under the first item hereof or upon any of the pipe lines, compressor sites or other property used in connection with said Yenter Plant.

FOURTH

The following two (2) compressor units and all equipment used in connection therewith, as well as the licenses and leases in and to the lands upon which the said compressor units are located. Said license and lease being under and by virtue of agreement dated February 23, 1955 (and any amendments or supplements thereto), from Kansas-Nebraska Natural Gas Company, Inc. to Ginther, Warren and Ginther as a supplement to gas processing agreement dated January 15, 1954, between said parties:

No. 1: Yenter Field booster compressor unit being a McNamar-Joy W.N.B. 114-4 cylinder compressor driven by a V-125 Climax Engine, complete with Happy Company water cooler, complete with all auxiliary operating equipment, all skid mounted and housed by Parkersburg building, and being situated on a tract of land located in the East Half of Lot 7 of Section 3, Township 8 North, Range 54 West, Logan County, Colorado, described as follows:

BEGINNING at the Northeast corner of said Lot 7; THENCE extending West along the North line of Lot 7 a distance of 330 feet; THENCE South a distance of 660 feet; THENCE East a distance of 330 feet; THENCE North along the East line of Lot 7 a distance of 660 feet to the place of beginning.

No. 2: Northwest Graylin Field booster compressor unit, being two C-250 Fuller rotary compressors driven by a V-122 12-cylinder Climax engine, complete with Power Machinery Company updraft radiator with hydraulic drive, complete with all auxiliary operating equipment, all skid mounted and housed by Parkersburg building, and being situated on a tract of land in the Southwest Quarter of Section 1, Township 8 North, Range 54 West, more fully described as follows:

BEGINNING at the Northeast corner of said Quarter Section; THENCE South 298.5 feet; THENCE West 200 feet; THENCE North 298.5 feet; THENCE East 200 feet to the point of beginning, containing 1.37 acres, more or less.

FIFTH

The rights under the Yenter Plant Processing Agreement dated January 15, 1954 between Kansas-Nebraska Natural Gas Company, Inc., and Ginther, Warren and Ginther and the February 23, 1955, addition to said contract, as well as any other additions or amendments to said contract.

SIXTH

The rights under all products sales agreements and under all other gas processing agreements held, or in the future entered into, in connection with the Yenter Plant.

SEVENTH

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the aforesaid property or any part thereof, whether now owned or hereafter acquired, with the reversion and reversions, remainder

and remainders, rents, issues, income, products and profits thereof, in all the estate, right, title and claims whatsoever, at law as well as in equity, which Grantor now has or may hereafter acquire in and to the aforesaid property or any part thereof, whether now owned or hereafter acquired.

PART II.

FIRST

A tract of land in the Northeast Quarter of the Northeast Quarter (NE/4 of NE/4) of Section One (1), Township Eleven (11) North, Range Fifty-Three (53) West of the Sixth P. M., more particularly described as: Beginning at a point on the East line of said NE/4 of said Section 1 which is 355.7 feet South of the Northeast corner of said Section 1; THENCE South 89° 46' West 33 feet to the true point of beginning; THENCE South 89° 46' West 660 feet; THENCE South 530 feet; THENCE North 520 feet to the true place of beginning, comprising 7.87 acres, more or less;

being the same land described in deed from Hugh E. Williams, et ux, to N. C. Ginther, H. C. Warren and W. L. Ginther dated March 9, 1956, recorded in Volume 478, page 373, of the Records of Logan County, Colorado, and in addition thereto, all other lands now owned or hereafter acquired by them in the Northeast Quarter of Section 1, Township 11 North, Range 53 West, Logan County, Colorado, including any leases or use of lands obtained under agreement with Kansas-Nebraska Natural Gas Company, Inc., all of which said land is sometimes known as the "Lewis Creek Plant Site" on which a processing plant has been constructed by N. C. Ginther, H. C. Warren and W. L. Ginther for the purpose of processing gas purchased by Kansas-Nebraska Natural Gas Company, Inc., from the Lewis Creek and West Poetz Fields in Logan County, Colorado.

SECOND

All improvements of every kind and character now or hereafter situated upon the above described property, including, without limitation, the buildings, structures and fixtures composing the Lewis Creek Gas Processing Plant.

THIRD

All of the machinery, equipment, appliances and other personal property of every kind and character now owned or hereafter acquired for use or to be used in connection with or constituting a part of the operation or maintenance of the Lewis Creek Gas Processing Plant situated upon the land described under the first item hereof or upon any of the pipe lines, compressor sites or other property used in connection with said Lewis Creek Plant.

FOURTH

All compressors and compressor station sites (however held,

i. e. whether in fee, by license, easement or lease) used or constructed for use in connection with the operation of the Lewis Creek Gas Processing Plant.

FIFTH

All processing contracts and agreements and other contracts and agreements running in favor of Ginther, Warren and Ginther with regard to the Lewis Creek Plant operations including rights as Processor under Agreement dated February 15, 1956, between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, made as Supplement No. 2 to Gas Processing Agreement between the said parties relating to the Yenter Plant.

SIXTH

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the aforesaid property or any part thereof, whether now owned or hereafter acquired, with the reversion and reversions, remainder and remainders, rents, issues, income, products and profits thereof, in all the estate, right, title and claims whatsoever, at law as well as in equity, which Grantors now have or may hereafter acquire in and to the aforesaid property or any part thereof, whether now owned or hereafter acquired.

PART III

FIRST

The Processing plant located upon unit comprising the E/2 of Section 8, the E/2 of the SW 1/4 of Section 8, and all of Section 17, all in Township 2 South, Range 59 West, constructed for the extraction and manufacture of liquid hydrocarbons from gas and casinghead gas and which plant was erected by Ginther, Warren and Ginther and is known as the "Leader Plant", including all buildings, machinery, equipment, compressors, pipe lines, and related facilities, easements and contracts pertaining to said plant, as well as all personal property located in, upon or around said plant.

This conveyance is made subject to the following contracts:

1. Gas Processing Agreement dated January 15, 1954, entered into by and between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as modified by Supplements Nos. 1, 2 and

3 to said gas processing agreement dated November 1, 1954, et seq.

2. Sales Contract dated August 11, 1954, entered into by and between N. C. Ginther, et al, as Seller, and Phillips Petroleum Company, as Buyer.

3. Any and all other Sales Contracts or Gas Processing Agreements made or entered into subsequent to November 1, 1954, or which may be hereafter made by N. C. Ginther, et al, as Seller or Processor, concerning the said "Yenter Plant".

It is agreed that each of the Assignees herein shall own his respective percentage interest in and to all the rights, titles, options, benefits and privileges which were acquired by N. C. Ginther, H. C. Warren and W. L. Ginther under and by virtue of the said Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc., and should the said Kansas-Nebraska Natural Gas Company, Inc., elect to acquire a forty-nine per cent (49%) working interest in said Yenter Plant pursuant to such agreement, then the percentage interest of Assignees shall be reduced proportionately.

Also, this conveyance is made subject to the terms, provisions and conditions of the Joint Operating Agreement of even date herewith entered into by and between Assignors, as Operators, and Assignees, as Non-Operators, among others.

And for the same considerations, it is agreed by and

between the Assignors hereof and each Assignee that the said Ben D. Subiett, Rufus I. West, David J. Wallace and W. A. MacNaughton do hereby severally grant, assign and convey unto the said N. C. Ginther, H. C. Warren and W. L. Ginther, their heirs, executors, legal representatives and assigns, an option and right to repurchase and reacquire the interest the subject of this assignment of any of said Assignees at the same price and subject to the same terms, provisions and conditions as may hereafter be contained in a bona fide and firm purchase offer from any third party capable of acquiring said interest, and which bona fide offer any of said Assignees is then ready and willing to accept for the sale of his said interest. In this connection, it is understood and agreed that at such time as any of said Assignees shall receive such a bona fide offer to sell his said interest and any of said Assignees are ready and willing to accept the same, said Assignees shall immediately give written notice thereof to Assignors, setting forth the price, terms, provisions and conditions of said offer to purchase and the name of the person or persons, partnership or corporate entity making such bona fide offer, and Assignors shall have fifteen (15) days from the date of said written notice in which to exercise in writing their option herein contained to repurchase and reacquire said interest at the same price and subject to the same terms, provisions and conditions as contained in said written notice to Assignors. Upon receipt of said written notice from any of said Assignees, should Assignors fail to exercise said option and repurchase right within the time prescribed hereinabove, it shall be conclusively presumed that said Assignors have elected not to

exercise that option granted to them herein; but, should Assignors so elect to exercise such option in the manner provided hereinabove, then contemporaneously therewith, payment shall be made by Assignors to Assignee of the consideration therefor and Assignee shall forthwith execute and deliver to Assignors a proper recordable instrument transferring and assigning to Assignors the said interest the subject of said option.

Further, each Assignee hereof does hereby covenant and agree that the full interest owned by them, as more particularly set out in that certain Joint Operating Agreement of even date, shall not be sold, transferred, assigned, conveyed or distributed, other than by devise or inheritance, to others than Assignors in less than its entirety.

As to Assignees Rufus I. West, David J. Wallace and W. A. MacNaughton, this assignment and conveyance shall be effective as of 12:01 o'clock A. M., April 1, 1958. Assignee Ben D. Subiett was the owner of an undivided 1.6667% interest by virtue of a certain assignment to Lee A. Yenter, et ux, et al, dated April 26, 1954, but joined in the reconveyance of said interest to N. C. Ginther, H. C. Warren and W. L. Ginther by that instrument dated April 24, 1958, but effective April 1, 1958, as referred to in the first paragraph hereof. It is understood and agreed between N. C. Ginther, H. C. Warren and W. L. Ginther, the Assignors hereof, and Assignee Ben D. Subiett that there is now conveyed to him by this instrument his original 1.6667% interest, together with another additional .8333% interest, comprising a total of 2.5% interest in and to the properties the subject of this assignment, which assignment, as to the total 2.5% interest, is likewise effective as of 12:01 o'clock A. M., April 1, 1958.

WITNESS OUR HANDS this 28th day of April, 1958.


N. C. Ginther

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

ASSIGNORS

Ben D. Sublett
Ben D. Sublett

Rufus L. West
Rufus L. West

David J. Wallace
David J. Wallace

W. A. MacNaughton
W. A. MacNaughton

ASSIGNEES

THE STATE OF TEXAS)
COUNTY OF HARRIS)

21 The foregoing instrument was acknowledged before me this
day of May, 1958, by N. C. Ginther, H. C. Warren and W. L.
Ginther.

My notarial commission expires June 1, 1959.
Witness my hand and official seal.

Lorene Shipp
Notary Public in and for Harris
County, Texas

STATE OF COLORADO)
COUNTY OF LOGAN)

LORENE SHIPP
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

26th The foregoing instrument was acknowledged before me this
day of May, 1958, by Ben D. Sublett.

My notarial commission expires April 19, 1959.
Witness my hand and official seal.

Billie O. Bullard
Notary Public

BOOK 504 PAGE 462
STATE OF COLORADO)
)
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this
26th day of May, 1958, by Rufus I. West.

My notarial commission expires April 19, 1959.
Witness my hand and official seal.

Betty J. Ballard
Notary Public

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this
21 day of May, 1958, by David J. Wallace and W. A. MacNaughton.

My notarial commission expires June 1, 1959.
Witness my hand and official seal.

Lorene Shift
Notary Public in and for Harris
County, Texas

LORENE SHIFT
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

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255979 ✓
CC
7

558 PART 241)

438982 Recorded July 24 1962
8:00

RECORDED
INDEXED
SERIALIZED
FILED
JUL 24 1962
LOGAN COUNTY, COLORADO

QUIT CLAIM DEED

THE STATE OF COLORADO 0
COUNTY OF LOGAN 0 KNOW ALL MEN BY THESE PRESENTS:

THAT we, RUFUS I. WEST, also known as R. I. WEST, joined herein by his wife, MARY O. WEST, for and in consideration of the sum of TEN DOLLARS (\$10.00) to them in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, have QUIT CLAIMED and by these presents do hereby QUIT CLAIM, unto J. W. BURNS, N. B. MARYE and THE SERVITIUM CORPORATION, a Texas corporation, in equal undivided interests, their heirs, successors and assigns, all of our right, title, interest, claim and demand in and to the following described tracts of land situated in Logan County, Colorado, to-wit:

- 1. A tract of land comprising 7.87 acres, more or less, in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 1, Township 11 North, Range 53 West of the 6th P. M., Logan County, Colorado, as same is more particularly described in a certain Deed dated March 9, 1956, from Hugh D. Williams and Lula O. Williams to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as therein contained, which Deed is recorded in Book 478, Page 353, Records of Logan County, Colorado, and which instrument is more particularly described by metes and bounds as follows:

Beginning at a point on the East line of said Northeast Quarter (NE/4) which is 355.7 feet South of the Northeast corner of said Section 1, thence South 89° 46' West 33 feet to the true point of beginning; thence South 89° 46' West 660 feet; thence South 520 feet; thence North 89° 46' East 660 feet; thence North 520 feet to the true point of beginning.

- 2. A tract of land comprising 5 acres, more or less, in Lot 8 of Section 2, Township 8 North, Range 54 West, Logan County, Colorado, as same is more particularly described in a certain Deed dated March 9, 1954, from John Ziegler and Oscar Ziegler to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as

(NO BLANKS BEHIND)

therein contained, which Deed is recorded in Book 480, Page 50, Records of Logan County, Colorado, and which instrument is more particularly described by metes and bounds as follows:

Commencing at a point on the Northwest corner of said Lot 8 in said above Section as a point of beginning; thence 300 feet East to a point; thence 726 feet South to a point; thence 300 feet West to a point; and thence 726 feet North to the point of beginning.

together with all and singular our right, title, interest, estate, claim and demand in and to the hereditaments and appurtenances thereto belonging or in anywise pertaining:

TO HAVE AND TO HOLD the above released rights, titles, interests, claims and demands to the said J. W. BURNS, N. B. MARYE and THE SERVITUM CORPORATION, their heirs, successors and assigns forever.

IN TESTIMONY WHEREOF witness our hands this 22nd day of June, 1962.

Rufus I. West
RUFUS I. WEST
(Also known as R. I. West)

Mary O. West
MARY O. WEST

THE STATE OF Colorado 0
COUNTY OF Logan 0

The foregoing instrument was acknowledged before me this 9 day of July, 1962 by RUFUS I. WEST (Also known as R. I. West) and MARY O. WEST.

WITNESS MY HAND and notarial seal the date last aforesaid.

M. M. Hubert
Notary Public

My Commission expires:

together with all and singular my right, title, interest, estate, claim and demand in and to the hereditaments and appurtenances thereto belonging or in anywise pertaining;

TO HAVE AND TO HOLD the above released rights, titles, interests, claims and demands to the said ASSOCIATED OIL & GAS CO., its successors and assigns forever.

IN TESTIMONY WHEREOF witness my hand this 30 day of June, 1962.

[Handwritten signature]
W. A. MacNaughton

STATE OF TEXAS)
)
COUNTY OF HARRIS)



The foregoing instrument was acknowledged before me this the 30 day of June, 1962, by W. A. MacNAUGHTON.

Witness my hand and notarial seal the date last aforesaid.

[Handwritten signature]
Notary Public

My Commission Expires:
June 1, 1963

120130
120124 ✓ LC 37

Reception No. 139172 Recorded AUG. 1, 1962.
8:00 o'clock A. M. Donnell Lawrence, Recorder

DEED 558 PAT 371

YENTER GAS PLANT - JOINT VENTURE

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

THAT N. C. GINTHER, H. C. WARREN and W. L. GINTHER, of Houston, Harris County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY to ASSOCIATED OIL & GAS CO., a Delaware corporation, authorized to do business in the State of Colorado, its successors and assigns, subject to a certain July 1, 1958 Joint Venture Agreement and the terms and provisions of each of the hereinafter described instruments, the following described property, all situated in the County of Logan, State of Colorado, to wit:

An Undivided Fifty-one Percent (51%) of

1. A tract of land comprising 7.87 acres, more or less, in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 1, Township 11 North, Range 53 West of the 6th P.M., as same is more particularly described in a certain Deed dated March 9, 1956, from Eugen D. Williams and Leda O. Williams to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as therein contained, which Deed is recorded in Book 478, Page 353, Records of Logan County, Colorado, and which instrument is more particularly described by notes and bounds as follows:

Beginning at a point on the East line of said Northeast Quarter (NE 1/4) which is 355.7 feet South of the Northeast corner of said Section 1, thence South 89° 46' West 33 feet to the true point of beginning; thence South 89° 46' West 660 feet; thence South 520 feet; thence North 89° 46' East 660 feet; thence North 520 feet to the true point of beginning.

2. A tract of land comprising 5 acres, more or less, in Lot 8 of Section 2, Township 8 North, Range 54 West, Logan County, Colorado, as same is more particularly described in a certain Deed dated March 7, 1954, from John Ziegler and Oscar Ziegler to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as therein contained, which Deed is recorded in Book 439.

Page 50, records of Logan County, Colorado, and which instrument is more particularly described by meter and bounds as follows:

Commencing at a point on the Northwest corner of said Lot 8 in said above Section as a point of beginning; thence 100 feet East to a point; thence 726 feet South to a point; thence 300 feet West to a point; and thence 726 feet North to the point of beginning.

3. A 169' x 244' lot located in the Northeast Corner of that certain tract described in a conveyance from Frank S. Boyle and Mary F. Boyle to The British-American Oil Producing Company, dated April 11, 1955, recorded at Page 63, Book 458, Records of the Register of Deeds, Logan County, Colorado, said lot being described by metes and bounds as follows:

Beginning at point on the East line of Section 1, Township 11 North, Range 53 West of the 6th P. M., 630 feet North of the Southeast corner of said Section; thence South along the East line of said Section 244 feet; thence West parallel with the South line of said Section 169 feet; thence North parallel with the East line of said Section 244 feet; thence East parallel with the South line of said Section 169 feet to the place of beginning.

as said conveyance was corrected by a certain Correction Deed recorded in Book 505, Page 240 of the records of the Recorder of Logan County, Colorado, and being the same property conveyed by The British-American Oil Producing Company to N. C. Ginther, H. C. Warren and W. L. Ginther by Deed dated June 27, 1958, recorded in Book 504, Page 164, of the Records of Logan County, Colorado;

4. A tract of land being a portion of the Northeast Quarter (NE/4) of Section 33, Township 8 North, Range 53 West of the 6th P. M., Logan County, Colorado, described by metes and bounds as follows:

Beginning at a point on the North boundary line of Highway 14, 162 feet West and 90 feet South of the Northeast Corner of said Section 33; thence West a distance of 396 feet along the said North boundary line; thence South a distance of 330 feet; thence East a distance of 396 feet; thence North a distance of 330 feet to the point of beginning.

subject to all the terms and provisions of that certain Deed dated March 14, 1958, from Ranken T. Wood and/or Helen Wood to N. C. Ginther, H. C. Warren and W. L. Ginther recorded in Book 500, Page 255, together with all buildings and improvements thereon and all personal property, equipment and machinery therein or thereon contained;

to each of which instruments as above referred to reference is here made for all purposes;

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, 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 Yenter Gas Plant - 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 costs incurred in connection with operations prior to said effective date and accounts payable from any joint venture to any other joint venture or the operator thereof.

TO HAVE AND TO HOLD the aforesaid interest in and to the above described properties unto Associated Oil & Gas Co., a Delaware corporation, its successors and assigns forever. And the said N. C. Ginther, H. C. Warren and W. L. Ginther, for themselves, their heirs and assigns, do hereby covenant, grant, bargain and agree to and with the said Associated Oil & Gas Co., its successors and assigns, that they are 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 said Joint Venture and each of the above described instruments, that they have good right, power and lawful authority to execute this instrument, that the undivided Fifty-one Percent (51%) interest the subject hereof is free from encumbrances, and they do hereby, each severally, covenant

to warrant and defend the title, to the extent of each of their respective interests in and to said premises, against the lawful claims of all persons whomsoever.

Taxes for the year 1962 shall be prorated between Grantor and Grantee as of the effective date of this instrument.

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

IN WITNESS WHEREOF, this instrument is executed this 5th day of July, 1962.

N. C. Ginther
N. C. Ginther

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

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THE STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this 5th day of July, 1962, by N. C. GINTHER.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrews
Notary Public

My Commission Expires: July 1, 1963

BERTHA H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

THE STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this 5th day of July, 1962 by H. C. WARREN and W. L. GINTHER.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrews
Notary Public

My Commission Expires: July 1, 1963

BERTHA H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

-5-

222181 66,7

Reception No. 439173 Recorded Aug. 1, 1962.
8:00 o'clock A.M. Donnell Lawrence, Recorder

PAGE 558 OF 875

RESIGNATION AND RELEASE OF OPERATOR FROM
YENTER GAS PLANT - JOINT VENTURE

WHEREAS, by instrument dated April 1, 1958, a certain Joint Operating Agreement for Yenter Gas Plant - Joint Venture was entered into by the owners of said Joint Venture, which instrument provided for the operation of the particular properties as therein defined comprising the Yenter Gas Plant - Joint Venture, but subject to the various terms and provisions thereof, and to which instrument reference is here made for all purposes:

WHEREAS, since July 1, 1958, N. C. Ginther, individually, has served in the capacity of Operator of said Yenter Gas Plant - Joint Venture subject to the terms and provisions of the aforementioned Joint Operating Agreement and a certain Gas Processing Agreement and Joint Venture Agreement of April 1, 1958, and certain other contracts and agreements entered into by N. C. Ginther during the course of which, in his capacity as Operator thereof, he acted for the Yenter Gas Plant - Joint Venture and on behalf of all of the participants therein;

WHEREAS, N. C. Ginther, individually, is selling his interest in the Yenter Gas Plant - Joint Venture, including all plant and plant properties as same are defined in the aforementioned Joint Operating Agreement and certain of the Non-Operators under the aforementioned Joint Operating Agreement are likewise making a sale of their interests in the aforesaid Joint Venture to the same extent as N. C. Ginther;

WHEREAS, in accordance with Section 15 of the Joint Operating Agreement above referred to, it is provided that the Operator thereunder shall cease to serve in such capacity effective with such sale, and the said N. C. Ginther, Operator of the Yenter Gas Plant - Joint Venture, does desire to resign as Operator effective with the aforementioned sale and be forthwith relieved and released from all duties, responsibilities, liabilities and obligations as the Operator of the Yenter Gas Plant - Joint Venture;

NOW, THEREFORE, for and in consideration of the premises aforesaid, N. C. GINTHER does hereby give Notice of Intent to RESIGN and does hereby RESIGN as Operator of the Yenter Gas Plant - Joint Venture effective at 7:00 o'clock A. M., March 1, 1962.

And the undersigned Non-Operators, comprising all of the Non-Operators or successors thereto, of the Yenter Gas Plant - Joint Venture since July 1, 1958, have and do hereby RELIEVE and RELEASE N. C. GINTHER of and from all duties, responsibilities, liabilities and obligations for that period from July 1, 1958, to 7:00 o'clock A. M., March 1, 1962, it being understood and agreed that any and all claims, liabilities, objections or disputes, known or unknown, express or implied, whether arising before or after this date and whether under the Joint Venture Agreement, Joint Operating Agreement or otherwise, by reason of or in connection with the conduct of the operation of this Joint Venture by N. C. Ginther are hereby forever expressly waived and cancelled and the undersigned do hereby fully and finally RELEASE and RELIEVE N. C. Ginther of and from any and all claims, liabilities, objections, obligations, duties or responsibilities that may have been incurred by him or accrued at any time prior to March 1, 1962.

The resignation of N. C. Ginther as Operator of the Yenter Gas Plant - Joint Venture is and shall be effective at 7:00 o'clock A. M., March 1, 1962.

It is further understood and agreed that for that period subsequent to 7:00 o'clock A. M., March 1, 1962, until the date of this instrument, same being the closing date of the sale to Associated Oil & Gas Co. of the interest of certain of the participants of the Yenter Gas Plant - Joint Venture, as aforesaid, N. C. Ginther has performed the duties of Operator as Agent for Associated Oil & Gas Co. and, in this connection, it is expressly here provided and agreed that all expenditures made by N. C. Ginther in the course of such operation of those properties comprising the Yenter Gas Plant - Joint Venture, for and on behalf of Associated Oil & Gas Co., together with all sales of product

made during said period, have been properly made and accounted for and are applicable to the periods as same are recorded in the books and records of said Yester Gas Plant - Joint Venture and as same are the subject of a certain Account Agreement of even date between N. C. Ginter, et al, and Associated Oil & Gas Co., and further, N. C. Ginter is hereby released and relieved of any and all liabilities therefor by Associated Oil & Gas Co., which release is so evidenced by the joinder of Associated Oil & Gas Co. in this instrument and for that purpose only.

IN WITNESS WHEREOF, this instrument is executed this 30 day of January 1963.

OPERATOR.

[Signature]
N. C. Ginter

NON-OPERATORS:

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

ATTEST:

[Signature]
Secretary

[Signature]
President

[Signature]
H. G. Warren

[Signature]
W. L. Ginter

[Signature]
Ben D. Sabett

[Signature]
Elmer A. Adger

[Signature]
David J. Wallace

made during said period, have been properly made and accounted for and are applicable to the periods as same are recorded in the books and records of said Yemier Gas Plant - Joint Venture and as same are the subject of a certain Account Agreement of even date between N. C. Ginther, et al, and Associated Oil & Gas Co., and further, N. C. Ginther is hereby released and relieved of any and all liabilities therefor by Associated Oil & Gas Co., which release is so evidenced by the joinder of Associated Oil & Gas Co. in this instrument and for that purpose only.

IN WITNESS WHEREOF, this instrument is executed this 22 day of June 1962.

OPERATOR:

N. C. Ginther
N. C. Ginther

NON-OPERATORS:

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

ATTEST:

Clara B. Beahm
Secretary

By:

[Signature]
VICE PRES

H. C. Warren
H. C. Warren

W. L. Cluther
W. L. Cluther

Ben D. Sublett
Ben D. Sublett

Sidney A. Adger
Sidney A. Adger

David J. Wallace
David J. Wallace

NON-OPERATORS:

J. W. Burns
J. W. Burns

Lorene Shipp
Lorene Shipp

Fergus Mahony Ginther
Fergus Mahony Ginther

Frank Walsh
Frank Walsh

R. E. Keen
R. E. Keen

N. B. Marye
N. B. Marye

Edna Lee Warren
Edna Lee Warren

Eugene Warren
Eugene Warren

Karl S. Warren
Karl S. Warren

N. C. Ginther, Jr.
N. C. Ginther, Jr.

Marion Frances Marye Smith
Marion Frances Marye Smith

Elvia Mitchell Smith, Jr.
Elvia Mitchell Smith, Jr.

Mildred Fay Whitehead
Mildred Fay Whitehead

Merrill Whitehead, Jr.
Merrill Whitehead, Jr.

George F. Russell
George F. Russell

ATTEST:

Sam L. Davidson
Secretary

THE SERVITUM CORPORATION

By: Ray A. Lemmon
Ray A. Lemmon, President

Nolan B. Marye, Jr.
Nolan B. Marye, Jr.

Edmond Lee Ginther
Edmond Lee Ginther

- Ellen Ginther - Yenter Plant Trust
- Jane Ginther - Yenter Plant Trust
- Marilyn Sue Ginther - Yenter Plant Trust
- Robert L. Marye - Yenter Plant Trust
- Virginia Leigh Marye - Yenter Plant Trust

By: N. C. Ginther Trustee
N. C. Ginther

By: H. C. Warren Trustee
H. C. Warren

By: W. L. Ginther Trustee
W. L. Ginther

ATTEST:

H. Suche
Secretary

ASSOCIATED OIL & GAS CO.

By: W. Messer

BOOK 558 PAGE 389

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 6 day of July, 1962, by N. C. GINTHER, J. W. BURNS, N. B. MARYE, FEROUS MAHONY GINTHER, N. C. GINTHER, JR., EDMOND LEE GINTHER and NOLAN B. MARYE, JR.

Witness my hand and notarial seal the date last aforesaid.

Pete H. Keon
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 22nd day of June, 1962, by H. C. WARREN, W. L. GINTHER, LORENE SHIPP and R. E. KEEN.

Witness my hand and notarial seal the date last aforesaid.

Jean Patrick
Notary Public

My Commission Expires:

June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

On this 29 day of June, 1962, before me personally appeared ELVIN MITCHELL SMITH, JR. and wife, MARION FRANCES MARYE SMITH, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 29 day of June, 1962.

Pete H. Keon
Notary Public

My Commission Expires:

6-1-63

STATE OF TEXAS
COUNTY OF HARRIS

BOOK 558 PAGE 381

The foregoing instrument was acknowledged before me on this 27
day of June, 1962, by SIDNEY A. ADGER.

Witness my hand and notarial seal the date last aforesaid.

Pete H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 29
day of June, 1962, by DAVID J. WALLACE.

Witness my hand and notarial seal the date last aforesaid.

Pete H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 29
day of June, 1962, by GEORGE F. RUSSELL.

Witness my hand and notarial seal the date last aforesaid.

Pete H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 30
day of June, 1962, by RAY A. LEMMON, President of THE
SERVITIUM CORPORATION.

Witness my hand and notarial seal the date last aforesaid.

Pete H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF COLORADO |
COUNTY OF LOGAN |

The foregoing instrument was acknowledged before me this 27 day
of June, 1962, by BEN D. SUBLETT.

Witness my hand and notarial seal the date last aforesaid.

My Commission Expires:
My Commission expires Aug. 7, 1963

Silas M. Halliburton
Notary Public

STATE OF COLORADO |
COUNTY OF LOGAN |

The foregoing instrument was acknowledged before me this 27 day
of June, 1962, by FRANK WALSH.

Witness my hand and notarial seal the date last aforesaid.

My Commission Expires:
My Commission expires Aug. 7, 1963

Silas M. Halliburton
Notary Public

STATE OF COLORADO |
COUNTY OF LOGAN |

The foregoing instrument was acknowledged before me this 27 day
of June, 1962, by EDNA LEE WARREN.

Witness my hand and notarial seal the date last aforesaid.

My Commission Expires:
My Commission expires Aug. 7, 1963

Silas M. Halliburton
Notary Public

STATE OF ~~NEBRASKA~~ |
Colorado |
COUNTY OF ~~CHEYENNE~~ |
Logan |

The foregoing instrument was acknowledged before me this 5 day
of July, 1962, by EUGENE WARREN.

Witness my hand and notarial seal the date last aforesaid.

My Commission Expires:
My Commission expires Aug. 7, 1963

Silas M. Halliburton
Notary Public

STATE OF ~~NEW YORK~~ ^{Texas})
COUNTY OF ~~NEW YORK~~ ^{Harris})

BOOK 558 PAGE 383

The foregoing instrument was acknowledged before me on this 22nd day of June, 1962, by KARE S. WARREN.

Witness my hand and notarial seal the date last aforesaid.

Jean Patrick
Notary Public

My Commission Expires:
June 1, 1963

STATE OF NEBRASKA)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this 2nd day of July, 1962, by Robert D. ... of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

Witness my hand and notarial seal the date last aforesaid.

Mary H. ...
Notary Public

My Commission Expires:
Oct 4, 1963

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 6th day of July, 1962, by Walter ... President of ASSOCIATED OIL & GAS CO.

Witness my hand and notarial seal the date last aforesaid.

...
Notary Public

My Commission Expires:

STATE OF TEXAS

COUNTY OF HARRIS

On this 22nd day of June, 1962, before me personally appeared MERRILL WHITEHEAD, JR. and wife, MILDRED FAY WHITEHEAD, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 22nd day of June, 1962.

Jean Patrick
Notary Public

My Commission Expires:
June 1, 1963

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 6 day of July, 1962, by N. C. GINTHER, Trustee of the Yenter Plant Trust.

Witness my hand and notarial seal the date last aforesaid.

Pete H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 6th day of July, 1962, by H. C. WARREN and W. L. GINTHER, Trustees of the Yenter Plant Trust.

Witness my hand and notarial seal the date last aforesaid.

Peggy Lloyd
Notary Public

My Commission Expires: