

Recorded at 2:50 o'clock P. M., Aug. 23, 1955

Reception No. 386054, Donnell Lawrence Recorder.

LC
120124 ✓
120130

BOOK 465 PAGE 382

KNOW ALL MEN BY THESE PRESENTS: That

HUGH E. WILLIAMS and LELA O. WILLIAMS

of the County of Logan, and State of Colorado,
for the consideration of Ten Dollars (\$10.00) and other good
and valuable consideration

in hand paid, hereby sell and convey to

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

of the County of Logan, and State of Colorado, the following real
property, situate in the County of Logan and State of Colorado, to-wit:

Recorder's Stamp

Beginning at a point 1142 feet south and 30 feet west of the northeast
corner of Section One (1), Township Eleven (11) North, Range Fifty-three
(53), West of the Sixth (6th) P. M., Logan County, Colorado; thence continu-
ing south 200 feet; thence west 200 feet; thence north 200 feet and then
east 200 feet to the point of beginning,

and

Beginning at a point 30 feet west of the southeast corner of the north-
east quarter (NE $\frac{1}{4}$) of Section One (1), Township Eleven (11) North, Range
Fifty-three (53), West of the Sixth (6th) P. M. Logan County, Colorado; thence
330 feet west; thence 330 feet north; thence 330 feet east; thence 330 feet
south to the point of beginning,

EXCEPTING AND RESERVING, However, unto grantors all oil, gas and other
minerals lying in, on or under the above described premises, together with
the right of ingress and egress for the purpose of exploring, drilling, and
removing the same.

It is specifically understood and agreed that in the event grantee ceases
to use all or any part of the above described premises for purposes connected
with natural gas gathering, compressing, or processing, such property shall in-
stantly revert to grantors herein.

with all its appurtenances, and warrant the title to the same, subject to Taxes for the year 1955, due
and payable in the year 1956, and thereafter, and subject to the rights and
liabilities accruing by reason of the inclusion of said premises in the Peetz
Soil Conservation District.

Signed and delivered this 23rd day of August, A. D. 1955.

in the presence of

Hugh E. Williams (SEAL)

Lela O. Williams (SEAL)

(SEAL)

} ss.

The foregoing instrument was acknowledged before me this 23rd day of August

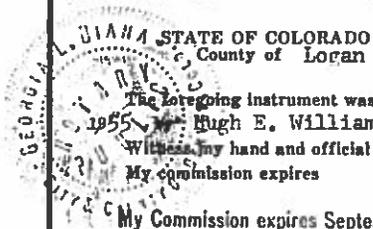
1955 by Hugh E. Williams and Lela O. Williams.

Witness my hand and official seal.

My commission expires

My Commission expires September 30, 1956

Georgia L. China
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 1957.

State Documentary Fee

Date 2-8-73

\$

KNOW ALL MEN BY THESE PRESENTS, that Excelsior Oil Corporation, Associated Programs, Inc., and Kansas-Nebraska Natural Gas Company, Inc., corporations organized and existing under any by virtue of the laws of the states of Delaware, Texas, and Kansas respectively, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid does hereby Quit Claim and transfer to H. Rodney Williams and Toni M. Williams, husband and wife, in joint tenancy, of the County of Logan and State of Colorado all their right, title and interest in and to the following described premises situated in Logan County, and State of Colorado, to-wit:

A tract of land in the Northeast Quarter of the Northeast Quarter (NE 1/4) of Section One (1), Township Eleven (11) North, Range Fifty-three (53) West of the Sixth P.M., described as follows: Beginning at a point on the East line of said Section 1 at a point 355.7 feet South of the Northeast corner of Section 1, thence South 89° 46' West 33 feet to the true point of beginning, thence South 89° 46' West 360 feet; thence South parallel with the east line 520 feet; thence North 89° 46' East 660 feet; thence North parallel with the east line 520 feet; to the point of beginning, said tract containing 7.88 acres more or less, excepting a tract described as follows to-wit:

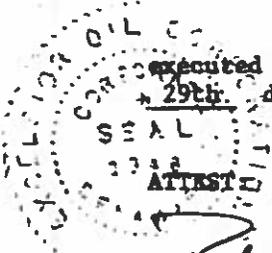
Commencing at a point 455.7 feet South and 33 feet West of the Northeast corner of said Section 1, Township 11 North, Range 53 West of the 6th PM, as a point of beginning; thence West 110 feet; thence at right angles South 110 feet; thence at right angles East 110 feet; thence at right angles North 110 feet to the point of beginning, said tract containing .28 acres, more or less.

Subject to the provisions of a certain Right-of-Way Grant from Hugh E. Williams to the Grantor dated June 9, 1954, recorded with the Register of Deeds, Logan County, Colorado, Book 449, Page 77.

TO HAVE AND TO HOLD the said premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said grantees.

And the grantors herein for themselves or their successors, do hereby agree to and with the said grantees and their heirs and assigns, that neither they nor any persons in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN TESTIMONY WHEREOF, the said grantors have caused these presents to be executed by their presidents and their Corporate Seals to be affixed hereto this 29th day of December, 1972.



Robert A. Miller, Jr.
Assistant Secretary

Robert A. Miller, Jr.

J. Williams
Treasurer

A TEST:

Robert A. Miller, Jr.
Assistant Secretary

Robert A. Miller, Jr.

EXCELSIOR OIL CORPORATION

S. D. Ford Jr.
S. D. Ford Jr. Vice President

ASSOCIATED PROGRAMS, INC.

Toni M. Williams
Vice President

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

J. W. Asbury
J. W. Asbury Vice President

Los. Creek
LL

BOOK 675 PAGE 730

STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

On this 29th day of December, 1972, before me, the undersigned, a Notary Public in and for said County, personally came J. W. Asbury, Vice President of the Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, to me personally known to be the Vice President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Hastings in said county the day and year last above written.

F. S. White

F. S. White Notary Public

My Commission Expires:

January 23, 1974

STATE OF NEBRASKA)
) ss
COUNTY OF ADAMS)

On this 29th Day of December, 1972, before me, the undersigned, a Notary Public in and for said County, personally came S. D. Ford Jr., Vice President of the Excelsior Oil Corporation, to me personally known to be the Vice President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Hastings in said county the day and year last above written.

F. S. White

F. S. White Notary Public

My Commission Expires:

January 23, 1974

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On this 2nd day of January, 1973, before me, the undersigned, a Notary Public in and for said County, personally came Milton N. Weir, Jr., Vice President of the Associated Programs, Inc. corporation, to me personally known to be the Vice President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Socca Koton in said county the day and year last above written.

Camille R...

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 25, 1973
Bonded by Transamerica Insurance Co.

Recorded at 11:15 o'clock A.M. 5-1-56 BOOK 478 PAGE 353

Reception No. 391649 Donnell Lawrence Recorder

KNOW ALL MEN BY THESE PRESENTS, That HUGH E. WILLIAMS and LELA O. WILLIAMS

of the County of Logan, and State of Colorado, for the consideration of Ten Dollars and other valuable consideration----Dollars, 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 TEXAS, the following real property, situate in the County of Logan and State of Colorado, to-wit:



A tract of land in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section One (1), Township Eleven (11) North, Range Fifty-three (53) West of the 6th P.M., more particularly described as: Beginning at a point on the East line of said NE1/4 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 520 feet; thence North 89°46' East 660 feet; thence North 520 feet to the true place of beginning, comprising 7.87 acres, more or less;



SUBJECT TO the condition that if the above-described tract of land is ever abandoned by grantees, their heirs, successors or assigns, as a site for the processing of petroleum products or other minerals, and the plant and equipment thereon dismantled and removed, grantor, his heirs, successors and assigns, shall have the right to acquire said land upon payment to grantees, their heirs, successors or assigns, the sum of \$100.00.

RESERVING, HOWEVER, to Grantors and their predecessors in interest all of the oil, gas and other minerals in, on and under the above-described property.

with all its appurtenances, and warrant the title to the same, subject to: taxes for the year 1956, due and payable in 1957, and all subsequent taxes; Oil and Gas License granted by the Union Pacific Railroad Co. to Vaughey & Vaughey, as lessee; rights and liabilities accruing by reason of inclusion of said property in the Peets Soil Conservation District and any other special improvement district of record; and rights of way and easements of record.

Signed and delivered this 9th day of March, A. D. 1956.

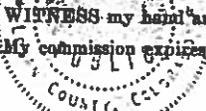
In the presence of

Witness lines with signatures of Hugh E. Williams and Lela O. Williams, each followed by (SEAL)

STATE OF COLORADO, County of Logan

The foregoing instrument was acknowledged before me this 9th day of March, 1956, by Hugh E. Williams and Lela O. Williams

WITNESS my hand and official seal. My commission expires May 6, 1956.



Signature of 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 1937.

Reception No. 393917 Recorded Aug 20 1956
 8:00 o'clock A.M. Donnell Lawrence, Recorder

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

WHEREAS, HERETOFORE, an Oil, Gas and Mineral Lease was executed in favor of Vaughney and Vaughney, a co-partnership, as Lessee, dated _____, 195 __, from Hugh E. Williams and Lela O. Williams, as Lessor, recorded in Volume _____, Page _____ of the Records of Logan County, Colorado, together with an instrument dated the _____ day of _____, 195 __, between Vaughney and Vaughney, a co-partnership, and Union Pacific Railroad Company, recorded in Volume _____, Page _____, Records of Logan County, Colorado, both of which instruments cover, among other properties, the following:

7.87 acres of land located in the North/half of Section 1, Township 11 North, Range 53 West, and being the same property more fully described in that deed and conveyance referred to in the next succeeding paragraph hereof,

reference to which is here made for a more particular description of the lands involved; which oil, gas and mineral lease and which agreement with Union Pacific Railroad Company, insofar as they cover certain land hereinabove described, are still in full force and effect;

WHEREAS, by deed dated March 9, 1956, recorded in Book 478 at Page 353 of the Records of Logan County, Colorado, Clerk and Recorder's Office, Hugh E. Williams and Lela O. Williams, as Grantor, did bargain, sell and convey unto N. C. Ginther, H. C. Warren and W. L. Ginther, as Grantees therein, a certain 7.87 acres of land out of the North/half of Section 1 in Township 11 North, Range 53 West, Logan County, Colorado, which properties conveyed thereby are more particularly described in said deed as recorded and to which reference is here made for all purposes;

WHEREAS, the Grantees in the aforementioned deed did purchase said lands for the purpose of constructing, building and erecting a refrigeration type gasoline plant thereon and the conducting of operations for drilling, exploring and producing oil, gas or other minerals would unduly restrict and interfere with the use of said property in carrying out the purpose for which the same was purchased;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable cash considerations to us in hand paid by N. C. GINTHER, H. C. WARREN and W. L. GINTHER, the receipt and sufficiency of which is hereby acknowledged and confessed, WE, VAUGHEY AND VAUGHEY, a co-partnership composed of E. A. Vaughey, W. H. Vaughey and W. T. Blackburn, do hereby agree, to the extent that they have the right so to do and without in any way prejudicing the rights of the said Vaughey and Vaughey as to the oil, gas and other minerals lying beneath the surface of said tract, that no operations for drilling, exploring or producing oil, gas and other minerals will be conducted upon the surface of the said 7.87 acre tract under the aforesaid lease and agreement insofar as said lease and agreement cover said tract, which tract is more particularly described and referred to hereinabove.

IN WITNESS WHEREOF, this instrument is executed this 3rd day of July, 1956.

VAUGHEY AND VAUGHEY
By [Signature]
W. T. Blackburn, Partner

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) SS.

The foregoing instrument was acknowledged before me this 3rd day of July, 1956, by W. T. Blackburn as partner of Vaughey and Vaughey.

Witness my hand and official seal.

[Signature]
Notary Public



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. Sublett 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. Sublett 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 I. West
Rufus I. 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 Shopp
Notary Public in and for Harris
County, Texas

STATE OF COLORADO)
)
COUNTY OF LOGAN)

LORENE SHOPP
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.

Better O. Bullard
Notary Public

Reception No. 406552 Recorded: Aug 4 1958
8:00 o'clock A. M. Dennell Lawrence, Recorder BOOK 504 PAGE 463

DEED TO LEWIS CREEK COMPRESSOR SITE

THE STATE OF COLORADO
COUNTY OF LOGAN

KNOW ALL MEN BY THESE PRESENTS:

THAT The British-American Oil Producing Company, a Delaware corporation authorized to do business in the State of Colorado, with offices at Dallas, Texas, as Grantor, for and in consideration of One Dollar (\$1.00) cash and other good and valuable cash considerations in hand paid by N. C. Ginther, H. C. Warren and W. L. Ginther, as Operators of the Yenter Gas Plant, Logan County, Colorado, on behalf of all of the owners of said Plant, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto N. C. Ginther, H. C. Warren and W. L. Ginther, for and on behalf of all owners of the Yenter Gas Plant, Logan County, Colorado, as Grantee, the following described real estate situated in Logan County, State of Colorado, to-wit:

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 the Northeast Corner of said tract, said beginning point being located on the East line of Section 1, Township 11 North, Range 53 West of the 6th P.M. in Logan County, Colorado; 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.

It is understood and agreed that there is excepted from this conveyance all oil, gas and other minerals in and under said premises, and this instrument is further subject to any surface owners agreement and right-of-way grants of record; and further subject to the condition that should the Grantee hereof, their successors or assigns, hereafter cease to use the properties more particularly described hereinabove as a compressor site, then and in that event said premises shall then forthwith revert to and re-vest in the Grantor hereof.

TO HAVE AND TO HOLD the above described premises, together with all of the tenements, hereditaments and appurtenances thereunto in any wise belonging unto the said N. C. Ginther, H. C. Warren and W. L. Ginther for and on behalf of all owners of the Yenter Gas Plant, Logan County, Colorado, their successors and assigns forever, but subject to the terms and provisions hereof. And the Grantor hereof does hereby covenant with the said Grantee, their successors and assigns, that it is lawfully seized of said premises, that it has good right and lawful authority to sell and convey the same, and Grantor does hereby covenant that said premises are free from encumbrances and does further covenant to Grantee to defend the title thereto against the claims of all persons whomsoever.

EXECUTED this 27th day of June, 1958, but effective

July 1, 1958 at 7 A. M.

ATTEST:

THE BRITISH-AMERICAN OIL PRODUCING COMPANY

Mayo E. McKedown
MAYO E. MCKEDOWN Secretary

BY *W.P. Schenckel*
Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS

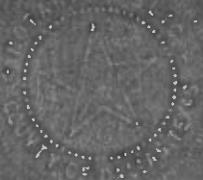
The foregoing instrument was acknowledged before me this 27th day of June, 1958, by W.P. Schenckel, Vice President of The British-American Oil Producing Company, a Delaware corporation.

Witness my hand and official seal.

My commission expires June 1, 1959.

Imogene Wilson
Notary Public in and for Dallas County, Texas

IMOGENE WILSON



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2559894 ✓

CC

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558 PAGE 241)

Recorded No. 438982 Recorded July 24 1962
8:00 o'clock A.M. Donald Lawrence, Recorder

RECORDED IN BOOK 438982 PAGE 241
INDEXED IN BOOK 438982 PAGE 241

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 STATEMENT REQUIRED)

therein contained, which Deed is recorded in Book 439, 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 SERVITIUM 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.

[Signature]
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 28 day of June, 1962.


W. A. MacNaughton

STATE OF TEXAS)
)
COUNTY OF HARRIS)



The foregoing instrument was acknowledged before me this the 28 day of June, 1962, by W. A. MacNAUGHTON.

Witness my hand and notarial seal the date last aforesaid.


Notary Public

My Commission Expires:

June 1, 1963

Reception No. 438987 Recorded July 24 1962
8:00 o'clock A.M. Donnell Lawrence, Recorder

BOOK **558** PAGE **249**

OLC

SEE PAID UNDER S. B. No. 713 & 714
SEE PAID UNDER PROTEST
FEE EXCUSSED

THE STATE OF COLORADO
COUNTY OF LOGAN

KNOW ALL MEN BY THESE PRESENTS:

THAT RUSSELL ENGINEERING CORPORATION, a Texas Corporation domiciled in Harris County, Texas, with a permit to do business in the State of Colorado, for and in consideration of the premises and the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by GEORGE F. RUSSELL, the receipt and sufficiency of which is hereby acknowledged and conferred, does by these presents GRANT, CONVEY, ASSIGN and TRANSFER unto GEORGE F. RUSSELL, and his heirs and assigns, the two and one-half per cent ($\frac{2\frac{1}{2}}{100}$) undivided interest owned by RUSSELL ENGINEERING CORPORATION in and to that certain gas processing plant situated in Logan County, Colorado, and known as the "Lewis Creek Gas Plant", consisting of property situated in the County of Logan, State of Colorado, to-wit:

1.

A tract of land in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section One (1) Township Eleven (11) North, Range Fifty-three (53) West of the 6th 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 520 feet; THENCE North 89° 46' East 660 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 H. C. Ginther, P. C. Warren and W. L. Ginther, dated March 9, 1950, recorded in Volume 478, page 353, 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-Montaska 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 H. C. Ginther, P. C. Warren and W. L. Ginther for the purpose of processing gas purchased by Kansas-Montaska Natural Gas Company, Inc. from the Lewis Creek and West Poetz Fields in Logan County, Colorado.

2.

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.

(NO REVENUE REQUIRED)

3.

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.

4.

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.

5.

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 operation including rights as Processor under Agreement dated February 15, 1956, between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and H. 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.

provided, however, that the interest herein conveyed is subject to a reduction to 2 1/2% of 51% interest at such time in the future as Kansas-Nebraska Natural Gas Company, Inc. may elect to acquire a 49% interest in said Lewis Creek Plant and the related properties and facilities.

TO HAVE AND TO HOLD the said assigned interests and rights, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto GEORGE F. RUSSELL, his heirs and assigns. This transfer is made without warranty of title by RUSSELL ENGINEERING CORPORATION except as against its own acts.

EXECUTED this the 1 day of April, 1958

ATTEST


[Signature]
Secretary

RUSSELL ENGINEERING CORPORATION

By [Signature]
President

THE STATE OF TEXAS
COUNTY OF HARRIS

BOOK 558 PAGE 251

Before me, the undersigned authority, on this personally appeared George F. Russell, President of Russell Engineering Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed in the capacity therein stated as the act and deed of such corporation.

GIVEN UNDER my hand and seal of office, this the 1st day of APRIL, 1958


William M. Meenan
Notary Public in and for
Harris County, Texas

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Receipts No. 439172 Recorded APR 1, 1962.
8:00 o'clock A. M. Donald Lawrence, Recorder

DEED SLICK 558 PAGE 371

YENTER GAS PLANT - JOINT VENTURE

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

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 52 West of the 6th P. M., as same is more particularly described in a certain Deed dated March 7, 1956, from Hugh D. Williams and Lula O. Williams to N. C. Gunther, H. C. Warren and W. L. Gunther 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 index and bounds as follows:

Beginning at a point on the East line of said Northeast Quarter (NE 1/4) which is 359.7 feet South of the North east corner of said Section 1; thence South 89° 40' West 53 feet to the true point of beginning; thence South 89° 46' West 60 feet; thence South 520 feet; thence North 89° 46' East 60 feet; thence North 520 feet to the true point of beginning.

- 2. A tract of land comprising 2 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. Gunther, H. C. Warren and W. L. Gunther 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 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.

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 464, 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 50 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 thereunto 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. Glutner, H. C. Warren and W. L. Glutner, 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

-4-

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.

Bertina H. Andrus
Notary Public

My Commission Expires:

NOTARY PUBLIC, 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.

Bertina H. Andrus
Notary Public

My Commission Expires:

BERTINA H. ANDRUS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

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120719 ✓

Reception No. 439177 Recorded Aug. 1, 1962.

8:00 o'clock A. M. Donnell Lawrence, Recorder

ASSIGNMENT OF GAS PROCESSING AGREEMENTS,
SUBROGATION AND SUBORDINATION AGREEMENTS AND
LEADER PLANT SITE LEASE

YENTER GAS PLANT - JOINT VENTURE

BOOK 558 PAGE 413

STATE OF COLORADO)
)
COUNTIES OF ADAM) KNOW ALL MEN BY THESE PRESENTS, That
AND LOGAN)

WHEREAS there were heretofore executed those certain Gas Processing Agreements as same are more particularly described and set out in Exhibit "A" attached hereto and made a part hereof for all purposes, to each of which instruments as described in said Exhibit "A" reference is here made for all purposes, and which Agreements were entered into by N. C. Ginther, as Processor, on behalf of the Yenter Gas Plant - Joint Venture, in his capacity as Operator thereof, and on behalf of all parties constituting and comprising said Joint Venture;

WHEREAS, as regards a certain 7.87 acre tract of land located in Section 1, Township 11 North, Range 53 West, Logan County, Colorado, and being the Lewis Creek Plant Site, there was heretofore executed by Union Pacific Railroad Company on August 17, 1956, a Subrogation of Surface Rights and by instrument dated July 30, 1956, there was also executed by Vaughney & Vaughney a Subordination Agreement with respect to the operations conducted upon the surface of said tract, said last referred to instrument being recorded in Book 482 Page 541, of the records of Logan County, Colorado, and both of which instruments were in favor of N. C. Ginther, H. C. Warren and W. L. Ginther, the then Operator of the Yenter Gas Plant - Joint Venture, copies of which instruments are attached hereto, marked Exhibit "B", and herein referred to for all purposes;

WHEREAS, by instrument dated June 18, 1962, but effective March 1, 1962, George Leasure, for the consideration therein recited, did enter into a certain Surface Lease with N. C. Ginther, et al, covering the East Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SE/4 SW/4) of Section 8, Township 2 South, Range 59 West of the 6th P. M.,

Adams County, Colorado, as a site for the Leader Plant, to which instrument as recorded reference is here made for all purposes;

WHEREAS all of the owners of undivided interests in the Yenter Gas Plant - Joint Venture except Kansas-Nebraska Natural Gas Company, Inc., have agreed to sell and assign to Associated Oil & Gas Co. all of their undivided interest in and to said Joint Venture as created by the above referred to Joint Venture Agreement, but subject to the aforesaid Joint Operating Agreement and including all of their interest in and to the aforesaid Gas Processing Agreement and all other properties, rights, and agreements, 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, comprising, constituting or owned by said Joint Venture or any of the parties participating therein;

WHEREAS, in connection with the transfer of interest in and to the Yenter Gas Plant - Joint Venture and all contracts, agreements, rights, titles and privileges pertaining thereto or a part thereof as aforesaid, the said N. C. Ginther, H. C. Warren and W. L. Ginther do desire to transfer and assign to

Associated Oil & Gas Co. an undivided Fifty-one Percent (51%) interest in and to those agreements as same are contained in Exhibits "A" and "B" hereof, as well as a like undivided interest in and to the June 18, 1962, Surface Lease above referred to;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to them in hand paid by Associated Oil & Gas Company, the receipt and sufficiency of which is hereby acknowledged and confessed, N. C. GINTHER, H. C. WARREN and W. L. GINTHER, as Assignors hereof, have GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED and by these presents do 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 Fifty-one Percent (51%) interest, together with a like portion of their duties, liabilities and obligations, in and to:

1. Each of those certain Gas Processing Agreements as same are more particularly set out in Exhibit "A" attached hereto and made a part hereof;
2. The August 17, 1956, Subrogation Agreement between Union Pacific Railroad Company and N. C. Ginther, H. C. Warren and W. L. Ginther, together with the July 30, 1956, Subordination Agreement from Vaughey & Vaughey to N. C. Ginther, H. C. Warren and W. L. Ginther as same are more particularly set out in Exhibit "B" attached hereto and made a part hereof;
3. June 18, 1962, Surface Lease from George Leasure, as Lessor, to N. C. Ginther, et al, covering the East Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (E/2 of SE/4 of SE/4 of SW/4) of Section 8, Township 2 South, Range 59 West of the 6th P. M., Adams County, Colorado, for a site for the Leader Plant.

And for the same considerations the Assignors hereof do hereby covenant and agree that they have good right and authority to execute this Assignment of each of the aforesaid instruments, do further covenant and agree that they shall pay or cause to be paid for a period not exceeding 18 months from this date the consideration provided for in that June 18, 1962 Surface Lease hereinabove described and to which reference has been heretofore made for all of its terms and provisions; and Assignors do further covenant and agree to hereafter execute

such additional instrument or instruments as may be at any time necessary or required in order to transfer and assign unto the Assignee hereof all of those Gas Processing Contracts as described in Exhibit "A" hereof or any other Gas Processing Agreements as may this date be in existence which may have been inadvertently or for any other reason omitted from the Exhibit "A" attached hereto.

And the 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 the instruments the subject of this Assignment, does expressly assume the performance of any and all covenants and obligations therein contained or arising therefrom except with respect to the consideration to be paid for that June 18, 1962 Surface Lease as hereinabove provided; and, except as herein provided with respect to said Surface Lease, does further expressly agree to indemnify and hold Assignors forever harmless from any and all costs, liabilities and expenses arising out of or resulting from Assignee's failure to timely and properly perform any covenant or obligation contained therein.

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

IN WITNESS WHEREOF, this instrument is executed this 3rd day of July, 1962.

N. C. Ginther
N. C. Ginther

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

ATTEST:

ASSOCIATED OIL & GAS CO.

J. L. ...
Secretary

By: W. L. Ginther
PRESIDENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

BOOK 558 PAGE 417

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

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrus
Notary Public

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

My Commission Expires:
JUN 1 63

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on 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. Andrus
Notary Public

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

My Commission Expires:
JUN

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 5th
day of July, 1962, by Walter A. Moysen, President
of ASSOCIATED OIL & GAS CO.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrus
Notary Public

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

My Commission Expires:
JUN 1 63

EXHIBIT "A"

TO

ASSIGNMENT OF GAS PROCESSING AGREEMENTS,
SUBROGATION AND SUBORDINATION AGREEMENTS AND
LEADER PLANT SITE LEASEYENTER GAS PLANT - JOINT VENTURE

1. July 1, 1958 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended by instrument dated July 2, 1958, covering the Union Pacific Railroad Company Lease, Lewis Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
2. July 1, 1958 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended by instrument dated July 2, 1958, covering the Gaylord Lease, Lewis Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
3. July 1, 1958 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended by instrument dated July 2, 1958, covering the Schwake "A", Gillham and Strange Leases, West Peetz Field, and the Narjes, Nelson and Jorritsma Leases, Lewis Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
4. July 1, 1957 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended July 1, 1958, covering the Mittelstadt "C", Ramey, Mittelstadt "B", Bergran "B" Leases, Darby Creek Field; McRoberts "C" and "G" Leases and Rieke "D" Lease, Horsetail Field; Rieke "C" and McRoberts "E" Leases, Cedar Creek North Field; Watts Unit, Cedar Creek Field; Reiners "B" and Roper "D" Leases, Goathill Field; ALL in Logan County, Colorado, and further amended December 8, 1958 and April 3, 1959, to include the Britton "C" and Britton "D" Leases in Southeast Cedar Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
5. June 17, 1955 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, covering certain properties in the Northwest Graylin and Luft Fields, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
6. May 28, 1958 Gas Processing Letter Agreement between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, covering the Linde, Strange and Segelke Leases in the Armstrong Field, Logan County, Colorado.
7. April 1, 1957 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, as Operator

- of the Yenter Gas Plant, as Processor, executed in counterparts, covering the Claver, Monroe "A", "C" and "D" Leases, the Monroe "G", Monroe-Rieke, Wagner "A" and "B", Whittier, Luft "B" and "C", and Morison Leases, in the Northwest Graylin "D" Sand Unit, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
8. July 1, 1957 Gas Processing Contract between Paul F. Barnhart, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther as Processor, as supplemented by May 1, 1958 letter from N. C. Ginther, et al, to Paul F. Barnhart, and as amended July 1, 1958, covering the Mittelstadt "C" Lease, Ramey, Mittelstadt "B" and Bergran "B" Lease, Darby Creek Field; the McRoberts "C" and "G" and Rieke "D" Leases, Horsetail Field; the Rieke "C" and McRoberts "E" Leases, Cedar Creek North Field; and the Watts Unit, Cedar Creek Field, all in Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 9. May 31, 1957 Gas Processing Contract between The New Drilling Co., Inc., et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the McRoberts and Allen Leases, Horsetail Field, Logan County, Colorado, as same has heretofore been assigned by certain of the parties Supplier, and subject to the terms, provisions and conditions thereof.
 10. July 15, 1957 Gas Processing Contract between the Creslenn Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt Lease, Darby Creek Field, Logan County, Colorado, as amended by February 4, 1958 Letter Agreement dedicating the "D" Sand only to said Processing Contract and adding, in addition to the Mittelstadt Lease, the Ramey Lease as therein described, and subject to the terms, provisions and conditions thereof.
 11. July 1, 1957 Gas Processing Contract between The Frontier Refining Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as amended by instrument dated July 1, 1958, covering the Mittelstadt "C", Ramey "D" and Mittelstadt "B" Leases in the Darby Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 12. July 1, 1957 Gas Processing Contract between The Frontier Refining Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Roper "D" and Reiners "B" Leases, Goat Hill Field, Logan County, Colorado.
 13. July 1, 1958 Gas Processing Contract between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther as Operator of the Lewis Creek Gasoline Plant, as Processor, covering the Schwake "A" and "B", Gillham and Strange Leases in the West Peetz "D" Sand Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 14. March 15, 1960 Gas Processing Contract between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the Casement-Smith, Monroe and Hettinger Leases, West Amber Field; State Lease, West Amber Field; Fuller-State Lease in Logan Field; and the Writebol Lease in the Shield Field; the State "B" Lease in the Little Hoot Field; including Amendment No. 1 dated September 13, 1960, as to the Dollershell "A" and Brainard Leases in the Shield Field; Amendment No. 2, dated January 4, 1961, as to the McRoberts "G" and Rieke "D" Leases in Horsetail Field; Amend-

- ment No. 3, dated March 20, 1961, as to the Hume Lease in Mt. Hope Field; and Amendment No. 4, dated January 22, 1962, as to the Knudsen Lease in the Minto Field; ALL in Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
15. February 10, 1961 Gas Processing Contract between Kimbark Exploration Company, as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the State Lease in the Elm Grove Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 16. July 1, 1958 Gas Processing Contract between Lewis Bros., Inc., et al, as Supplier, and Yenter Gas Plant - Joint Venture; as Processor, covering the Hoxie Lease in the Key Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 17. October 30, 1957 Gas Processing Contract between Pan American Petroleum Corporation, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Supplier, covering Supplier's properties in the Elm Grove Field, Logan County, Colorado, as therein described, and subject to the terms, provisions and conditions thereof.
 18. July 1, 1957 Gas Processing Contract between J. Ray McDermott & Co., Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt "C" Lease, Ramey, Mittelstadt "B", Bergran "B" Leases in the Darby Creek Field; the McRoberts "C" and "G" Leases and the Rieke "D" Lease in Horsetail Field; the Rieke "C" and McRoberts "E" Leases in the Cedar Creek North Field; the Watts Unit, Cedar Creek Field; and the Reiners "B" and Roper "D" Leases in Goat Hill Field; ALL in Logan County, Colorado, as amended July 1, 1958, and as supplemented by May 1, 1958 Letter Agreement from N. C. Ginther, et al, and subject to the terms, provisions and conditions thereof.
 19. January 14, 1958 Gas Processing Contract between Plains Exploration Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the State of Colorado and State "J" Leases, Atwood East Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 20. March 14, 1955 Gas Processing Contract between Plains Exploration Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Luft Lease in the Luft Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 21. July 1, 1958 Gas Processing Contract between Pubco Petroleum Corporation, as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the Hoxie Lease, Key Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 22. February 27, 1958 Gas Processing Contract between Raymond Oil Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the State Lease, Elm Grove Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 23. February 13, 1957 Gas Processing Contract between Ryan Oil Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Supplier, covering the Edens Lease, Logan County, Colorado, and

subject to the terms, provisions and conditions thereof.

24. May 11, 1956 Gas Processing Contract between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering certain properties as therein described, in Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
25. March 22, 1957 Casinghead Gas Purchase Contract between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt Lease in the Darby Creek Field, Logan County, Colorado, as amended by Letter Agreement dated May 22, 1957, which Contract was assigned by Processor to Kansas-Nebraska Natural Gas Company, Inc., effective June 1, 1957, but by the terms of which Assignment the processing rights therein were reserved and subject to the Letter Agreement and Assignment thereof.
26. October 30, 1957 Gas Processing Contract between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the properties therein described in the Elm Grove Field and Atwood East Field, Logan County, Colorado, as amended May 15, 1958, to include the Hoxie Lease in the Key Field, Logan County, Colorado, and further amended July 31, 1958, to include certain properties in the Dune Ridge Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof and all amendments thereto.
27. July 1, 1957 Gas Processing Contract between South Texas Development Company and C. S. Atchison, et al, all as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Bergren "B" Lease, Darby Creek Field, Logan County, Colorado, as amended July 1, 1958, and subject to the terms, provisions and conditions thereof.
28. July 1, 1957 Gas Processing Contract between Tennessee Gas Transmission Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt "C", Ramey "D" and Mittelstadt "D" Leases in the Darby Creek Field; the Roper "D" and Reimers "B" Leases in Goat Hill Field; and the Watts Unit in Cedar Creek Field; ALL in Logan County, Colorado, as amended July 1, 1958, and subject to the terms, provisions and conditions thereof.
29. June 27, 1955 Gas Processing Contract between The Texas Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering Supplier's properties in the Northwest Graylin and Luft Fields, Logan County, Colorado, as amended December 6, 1955, to include Supplier's Monroe Lease in Logan County, Colorado, and further amended December 6, 1957, with respect to unitization and other matters therein set out, and subject to the terms, provisions and conditions thereof.
30. July 1, 1957 Gas Processing Contract between Vaughey & Vaughey, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as amended by instrument dated July 1, 1958, covering the Watts Unit, Cedar Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
31. July 1, 1957 Gas Processing Contract between Victoria, Johnson & Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as amended July 1, 1958, covering the Watts Unit, Cedar

BOOK 558 PAGE 422

Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.

32. July 24, 1959 Letter Agreement between Kansas-Nebraska Natural Gas Company, Inc., and N. C. Ginther, and August 10, 1959 Letter Agreement between the same parties, regarding delivery of the Minnie Smith gas to the Lewis Creek compressor, Logan County, Colorado.

together with any and all other Gas Processing Contracts heretofore entered into by, for or on behalf of Yenter Gas Plant - Joint Venture or the participants therein and which may have been inadvertently omitted from those agreements as listed above, it being intended to include herein all such agreements with producers or suppliers of gas by and under which said Joint Venture processes gas through its various plant facilities from various properties of such producers located in Logan County, Colorado, as more particularly described in each of said Contracts and irrespective of whether, and without any representation, covenant or warranty by Assignor, the properties the subject of each of said agreements are at this date still producing gas for processing by said Joint Venture.

PART III

BOOK 558 PAGE 517

PROPERTIES PERTAINING TO PLANT
OPERATED UNDER THE VALLERY GAS
PLANT - JOINT VENTURE . .

An undivided one-half (1/2) interest in and to the following described property, all situated in the County of Morgan, State of Colorado, to-wit:

Five (5) acres in the East Half of the Southeast Quarter (E/2 SE/4) of Section 15, Township 3 North, Range 59 West, of the 6th P.M., Morgan County, Colorado, more particularly described as:

Beginning at a point 50 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15; thence in a westerly direction and parallel to the north section line a distance of 330 feet; thence in a northerly direction 660 feet parallel to the East line of said Section; thence in an easterly direction 330 feet parallel to the North section line; thence 660 feet in a southerly direction along the East line of said Section, to the Point of Beginning,

SAVE AND EXCEPT all oil, gas and other minerals in and under and that may be produced from said premises and being the same property more particularly described in a certain February 8, 1957 Deed from Irene Doyle to Russell Engineering Corporation, recorded in Book 584, page 173, of the records of Morgan County, Colorado, and in a July 1, 1958 Deed from Russell Engineering Corporation to N. C. Ginther and Excelsior Oil Corporation, recorded in Book 604, page 37 of the records of Morgan County, Colorado, 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 thereunto belonging or in anywise appertaining, including, but not limited to, all real estate, real property, leases, easements, rights-of-way and interest 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, repair facilities, supply inventory, and 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 Vallery Plant Joint Venture.