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Reception No. 439178 Recorded Aug. 1, 1962.
8:00 o'clock A.M. Donnell Lawrence, Recorder

ASSIGNMENT OF UNDIVIDED INTERESTS IN
YENTER GAS PLANT - JOINT VENTURE
AND
GAS PROCESSING AGREEMENT

BOOK **558** PAGE **432**

WHEREAS, by instrument dated April 1, 1958, between Kansas-Nebraska Natural Gas Company, Inc., as First Party, and N. C. Ginther, et al, as Second Party, there was created, as a separate entity and separate and apart from any and all operations of any of the parties thereto, a Joint Venture known as the "Yenter Gas Plant - Joint Venture"; contributions to said Joint Venture being made as more specifically provided in said Joint Venture Agreement, to which Agreement, for all of its various terms, conditions and provisions, reference is here made for all purposes;

WHEREAS, by instrument dated April 1, 1958, N. C. Ginther, et al, as "Processor", did enter into a certain Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc., as "Supplier", providing for a certain supply of gas to the Yenter Gas Plant - Joint Venture in accordance with and subject to the terms, conditions and provisions as therein contained, to which Gas Processing Agreement as executed reference is here made for all purposes;

WHEREAS, from time to time thereafter said Gas Processing Agreement was amended by execution of certain agreements between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther, as Operator of the Yenter Gas Plant - Joint Venture for and on behalf of all of the aforementioned Parties Processor, which said Amendments on behalf of all of said Processors are hereby ratified and confirmed and to which Amendments reference is here made for all purposes;

WHEREAS, said Yenter Gas Plant - Joint Venture has continued in full force and effect and is now in full force and effect in accordance with the terms, conditions and provisions as more particularly set out in the April 1, 1958, Joint Venture Agreement hereinabove referred to, and the parties there-

in designated "Second Party", or their successors in interest, desire to transfer, convey and assign all of their right, title and interest in and to the Yenter Gas Plant - Joint Venture, including the properties constituting and a part of same and the equitable title thereto, but subject to the terms and provisions of said Joint Venture Agreement and a Joint Operating Agreement and said Gas Processing Agreement, including all amendments thereof, of same date;

WHEREAS the status of certain of the parties who originally constituted and comprised Parties Processor in the aforesaid Gas Processing Agreement has been changed or otherwise altered by reason of minor children reaching legal age, sale and divestment of interests, death or inheritance, but the parties who now comprise and constitute all of the Parties Processor under the aforesaid Gas Processing Agreement, and all amendments thereof, being the same parties as are designated "Second Party" in the aforementioned Joint Venture Agreement, in connection with and as a part of their transfer and assignment of all of their interest in said Joint Venture, do now desire to transfer, assign and convey said Gas Processing Agreement as hereinafter provided, including all of their rights, titles and interests therein and, all of their duties, liabilities and obligations thereunder;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid by Associated Oil & Gas Co., N. C. GINTHER, H. C. WARREN, W. L. GINTHER, BEN D. SUBLETT, SIMEY A. ADGER, DAVID J. WALLACE, J. W. BURNS, LORENE SHIPP, a feme sole, FERGUS MAHONY GINTHER, FRANK WALSH, R. E. KEEN, N. B. MARYE, EDNA LEE WARREN, EUGENE WARREN, KARL S. WARREN, N. C. GINTHER, JR., MARION FRANCES MARYE SMITH, wife of ELVIN MITCHELL SMITH, JR., MILDRED FAY WHITEHEAD, wife of MERRILL WHITEHEAD, JR., GEORGE F. RUSSELL, THE SERVITIUM CORPORATION, a Texas corporation, NOLAN

B. MARYE, JR., EDMOND LEE GINTHER, AND N. C. GINTHER, H. C. WARREN AND W. L. GINTHER, as Trustees for ROBERT L. MARYE, VIRGINIA LEIGH MARYE, MARILYN SUE GINTHER, JANE GINTHER AND ELLEN GINTHER, all 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, all of their right, title and interest in and to the Yenter Gas Plant - Joint Venture as same is now constituted and comprised and the aforesaid Gas Processing Agreement and all amendments thereof, including but not limited to all real estate, real property, leases, easements, rights of way and interests of every kind in real property, buildings, warehouses, machine shops and other structures, plants, compressors, pipe lines, 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 said Yenter Gas Plant - Joint Venture save and except as of the effective date of March 1, 1962, at 7:00 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 Ventures or the Operator thereof.

This Assignment is subject to the terms, conditions and provisions as contained in that certain April 1, 1958 Joint Venture Agreement and


April 1, 1958 Gas Processing Agreement, as same may have been from time to time amended, and further subject to the terms, conditions and provisions as contained in a Joint Operating Agreement of same date and any amendments thereof. Assignee herein, for itself, its successors and assigns, does take and accept this Assignment subject to all of the terms and provisions of each of those instruments the subject hereof, does expressly assume the performance of any and all obligations therein contained or arising therefrom, and does further expressly agree to indemnify and hold Assignors harmless from any and all costs, liabilities and expenses arising out of or resulting from Assignee's failure to timely and properly perform any obligations contained therein. The Assignors hereof do, each severally, to the extent of his respective undivided interest therein, hereby warrant that said Yenter Gas Plant - Joint Venture and the Gas Processing Agreement above referred to are now in full force and effect, that each of the parties comprising Assignors have good right and authority to sell, assign and convey their interest in same, that they constitute all of the Parties Processor to the said Gas Processing Agreement, and that this Assignment is free and clear of any and all outstanding liens or other indebtedness existing against said Joint Venture, their interest therein or any of the properties comprising same.

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

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

ASSIGNORS:


N. C. Ginther


H. C. Warren


W. L. Ginther