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Reception No. 1313009 MARJORIE PAGE 371322

Contract No. 410-B-(1)

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AMENDMENT

to

GAS PURCHASE AGREEMENT

between

COLORADO INTERSTATE GAS COMPANY  
division of  
COLORADO INTERSTATE CORPORATION, as Buyer

and

SUN OIL COMPANY, et al

DATED: August 1, 1972

Aug 29 8 00 AM '72  
WILLIAM BOKER  
COUNTY RECORDER  
ADAMS COUNTY, CO.

971822

AMENDMENT

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This Amendment is made as of this 1st day of AUGUST,

1972; and

WHEREAS, a Gas Purchase Agreement was entered into between COLORADO INTERSTATE GAS COMPANY division of COLORADO INTERSTATE CORPORATION, herein called "Buyer," and the owners of undivided interests in the Amoco Production Company operated Peoria Gas Plant (Plant) for the purchase and sale of residue gas processed therein from acreage located within the Plant area described in said Agreement with the owners of date certain, as follows: SUN OIL COMPANY, Post Office Box 2039, Tulsa, Oklahoma, 74102, dated May 7, 1971; MIDWEST OIL CORPORATION, 1700 Broadway, Denver, Colorado, 80202, dated April 28, 1971; and CHAMPLIN PETROLEUM COMPANY, Post Office Box 9365, Fort Worth, Texas, 76107, dated May 24, 1971, said owners herein called "Seller," whether one or more; and

WHEREAS, it is the desire of the parties hereto to amend said Gas Purchase Agreement to provide for (1) the purchase and sale of all gas processed by Seller in said Plant which Seller acquires in the Byers, Hombre, Latigo, North Peoria and Poncho Fields in Adams and Arapahoe Counties, Colorado, and (2) certain other provisions of the said Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree that said Agreement as above dated, be and the same is hereby amended effective as of the day first above written except as such effective date is otherwise provided in Paragraph 3, ARTICLE V - PRICE, of this Amendment, as follows:

1. The first two sentences as they appear in Paragraph 1.1 of ARTICLE I - COMMITMENT - are hereby deleted in their entirety and the following substituted in lieu thereof:

"1.1 Initial Commitment - Seller represents that it owns or controls certain oil and gas leases and gas sales and purchase agreements with acreage dedicated thereto located within the Plant area as shown on Exhibit "B" attached hereto and made a part hereof and in the Byers, Hombre, Latigo, North Peoria and Poncho Fields in Adams and Arapahoe Counties, Colorado. Seller hereby commits to the performance of this Agreement for the term hereof all gas processed by Seller through the Plant as now or hereafter committed to the Plant (being gas produced with oil from all formations above the base of the lowest formation of the Cretaceous Age) from lands (1) comprising the Plant area as outlined in Exhibit "B," including any extensions of the Plant area, and (2) in the said Byers, Hombre, Latigo, North Peoria and Poncho Fields, reserving, however, to Seller the following:"

2. Paragraph 1.1 of ARTICLE I - COMMITMENT - shall be further modified by adding the following Subparagraph (f) thereto:

"(f) All gas remaining after processing which may be utilized for injection for pressure maintenance purposes into the oil producing formation or formations above the base of the lowest formation of the Cretaceous Age within the Plant area less the quantity of gas delivered to Seller under Paragraph 9.3 hereof.

When the gas so injected is subsequently produced it shall, for the purposes of this Agreement, be considered and treated as gas produced from the Plant area. Notwithstanding the other provisions hereof, it is agreed that when the injection of such gas ceases and is subsequently produced Buyer shall not be obligated to take a daily volume of gas in excess of Seller's then existing Plant capacity."

3. Effective March 20, 1972, ARTICLE V - PRICE - shall be amended to provide as follows:

"5.1 Price - For all gas delivered to Buyer by Seller hereunder, the price per Mcf shall be as follows:

- (a) For the period commencing March 20, 1972, and continuing thereafter through December 31, 1975 . . . . . 30¢.
- (b) For each successive four-year period after December 31, 1975, during the life of this Agreement, the price shall increase one cent (1¢) per Mcf above the price for the preceding period.
- (c) If at any time, or from time to time during the term hereof, the applicable area ceiling price however established, whether by rulemaking procedure, by settlement, or by order following hearing, or in the absence of such area ceiling price, the corresponding guideline price, ordered by the Federal Power Commission for the sale of gas in interstate commerce for the area from which gas is delivered hereunder becomes greater than the applicable price determined by the provisions of (a) and (b) above, then effective with the date ordered by the Federal Power Commission, such price shall be the price to be paid for gas delivered

hereunder, provided that in the event the collection of such price by independent producers is made subject to refund and the refund or a portion thereof should be required by the Federal Power Commission, Seller shall refund to Buyer a like portion of the higher price collected by operation of this Subparagraph (c) together with such interest thereon as may be ordered by the Federal Power Commission."

4. ARTICLE VIII - MODIFICATIONS AND AMENDMENTS - shall be modified by adding the following Paragraphs 8.2 and 8.3 thereto:

"8.2 - Poncho Field Fuel - Buyer at Seller's request will deliver to Seller at a point on Buyer's 10" Fort Morgan to Deertrail mainline near the Poncho Field quantities of gas which may be required for the operation of Seller's Poncho Field compressor station for the handling of gas to be transported by Seller to the Plant hereunder and for above ground production operations and lease requirements of Seller's suppliers. The quantity of gas delivered each month from said mainline by Buyer to Seller under this Paragraph shall be deducted from the quantity of gas which Buyer agrees to pay for as set forth on the statement to be rendered in accordance with Paragraph 4.1 of ARTICLE IV of Exhibit "A." Buyer shall render monthly to Seller on or before the tenth day of each month, a statement of the quantities of gas delivered to Seller during the preceding month according to the measurement terms and conditions specified herein, however, if meters other than orifice meters are used, the physical characteristics of the gas which affect the computation of the readings and registrations of such metering equipment shall be given due consideration.

8.3 - Poncho Field Delivery Point - Buyer will install, maintain and operate at a mutually agreeable point on Buyer's said 10" Fort Morgan to Deertrail mainline in Arapahoe County, Colorado, the facilities necessary to deliver and meter the gas provided for under Paragraph 8.2 hereof. Seller further agrees upon receipt of invoice to reimburse Buyer for all costs incurred by it to install the mainline tap and metering facilities. Deliveries of gas by Buyer under this Paragraph shall commence upon completion of the facilities to be installed by Buyer hereunder, but in no event prior to the date Seller is capable of delivering gas to Buyer from the Poncho Field. Deliveries shall continue thereafter as long as such gas is required."

Except as herein amended, said Gas Purchase Agreement dated as of that certain day and year herein specified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this  
Amendment in several counterpart originals as of the day and year first  
above written.

COLORADO INTERSTATE GAS COMPANY  
division of  
COLORADO INTERSTATE CORPORATION

ATTEST:

Mary E. Swantz  
Assistant Secretary

By

[Signature]  
Vice President

BUYER

SUN OIL COMPANY (DELAWARE)

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By

[Signature]  
Attorney-in-Fact

7/11  
WB

MIDWEST OIL COMPANY

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By

\_\_\_\_\_  
Vice President

CHAMPLIN PETROLEUM COMPANY

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By

\_\_\_\_\_  
Vice President