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BOOK 287 PAGE 331

Registration No. 200235 Book Page Nots SEP 19 1973 at 10:27 AM
John C. [Signature] Elbert County Recorder, by [Signature] Deputy Rec.

ASSIGNMENT OF LEASES, RIGHT-OF-WAY GRANTS, PERMITS AND LICENSES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned W. H. Gilmore and Harry P. McClintock as managing partners of CANON & GILMORE, a partnership composed of M. O. Borling, Jr., Craig O. Canon, Robert E. Canon, W. H. Gilmore, W. H. Gilmore, Jr., Reed Gilmore and Harry P. McClintock, in consideration of Ten Dollars (\$10.00) and other valuable considerations receipt of which is acknowledged, does hereby assign, (DELAWARE) transfer and convey unto SUN OIL COMPANY, those certain leases, right-of-way grants, permits and licenses described in Exhibits C and E attached hereto and made a part hereof, and all other leases, easements, right-of-way grants, permits and licenses under and pursuant to which CANON & GILMORE constructed, installed, operated and maintained its pipelines, pipeline facilities and installations, roads and telephone and electric lines used in or in connection with the construction and operation of its gasoline plants and in the movement of gas and the products extracted from gas to and from said gasoline plants owned by CANON & GILMORE and situated in Section Thirty-One (31), Township Four (4) South, Range Sixty-Three (63) West, Arapahoe County, Colorado and Section Seventeen (17), Township Six (6) South, Range Sixty-Two (62) West, Elbert County, Colorado, together with all the rights, privileges, easements and estates granted or conferred thereby in the lands covered by the same, all covering in Elbert and Arapahoe Counties, Colorado.

(DELAWARE)
TO HAVE AND TO HOLD the same unto SUN OIL COMPANY, its successors and assigns, and SUN OIL COMPANY, (DELAWARE) accepts the same and agrees to perform all of the covenants of the holder thereof accruing after the effective date and time of this Assignment.

CANON & GILMORE represents and warrants that said leases, right-of-way grants, permits and licenses are valid and now in full force and effect, that it has not committed or allowed to be committed any act not in accordance with the terms thereof, and that SUN OIL COMPANY, (DELAWARE) will hereby be vested with the right to use the rights, privileges and estates granted or created by said leases, right-of-way

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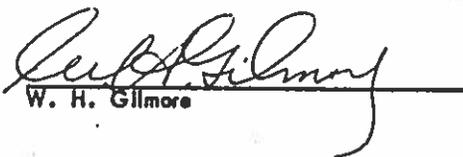
grants, permits and licenses in the manner in which CANON & GILMORE has used the same and in any other manner permitted thereby. CANON & GILMORE does further bind and obligate itself, its assigns, its members and their heirs and assigns, to warrant and forever defend said leases, right-of-way grants, permits and licenses, the land covered thereby and all of the rights, privileges and estates thereby granted or created unto SUN OIL COMPANY, (DELAWARE) its successors and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof or interest therein.

This Agreement shall be effective as of 7:00 o'clock a.m. the 1st day of March, 1973, and shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED this 21 day of February, 1973.

CANON & GILMORE


Harry P. McClintock


W. H. Gilmore

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21 day of February, 1973, personally appeared W. H. Gilmore to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set

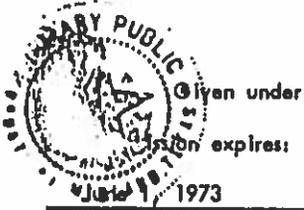


Given under my hand and seal the day and year last above written.

Glenda B. Engeldahl
Notary Public

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21 day of February, 1973, personally appeared Harry P. McClintock to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set



Given under my hand and seal the day and year last above written.

Glenda B. Engeldahl
Notary Public

EXHIBIT "C"

The following Rights-of-Way Contracts in favor of Canon & Gilmore, to-wit:

1. Dated October 19, 1971, from Loren & Clarence Morris et al, covering SE/4 of Section 13, Township 6 South, Range 63 West and SE/4 of Section 18, Township 6 South, Range 62 West, Elbert County, Colorado.
2. Dated October 26, 1971, from J. Wyly Clark & Erma K. Clark, covering SW/4 of Section 18, Township 6 South, Range 62 West, Elbert County, Colorado.
3. Dated October 28, 1971, from W. C. Whitehead, Agent and Attorney-In-Fact for Lois M. Whitehead, and Barkley L. Clanahan, Trustee for Lois M. Whitehead, covering Sections 17 and 20, Township 6 South, Range 62 West, Elbert County, Colorado.
4. Dated April 17, 1972, from W. C. Whitehead, Agent and Attorney-In-Fact for Lois M. Whitehead, and Barkley L. Clanahan, Trustee for Charles S. Whitehead, covering Sections 17 and 20, Township 6 South, Range 62 West, Elbert County, Colorado.
5. Dated October 1, 1971, from W. C. Whitehead, Agent and Attorney-In-Fact for Lois M. Whitehead, and Barkley L. Clanahan, Trustee for Lois M. Whitehead, covering Sections 8, 9, and 17, Township 6 South, Range 62 West, Elbert County, Colorado.
6. Dated October 16, 1971, from Charlie and Alma C. Bates, covering Section 3, Township 6 South, Range 62 West, Elbert County, Colorado.
7. Dated October 16, 1971, from Charlie and Alma C. Bates, covering E/2 of Section 34, Township 5 South, Range 62 West, Arapahoe County, Colorado.
8. Dated October 21, 1971, from H. Eugene Hay, covering SE/4 of Section 4, Township 6 South, Range 62 West, Elbert County, Colorado.
9. Dated December 2, 1971, from M. L. and Ida Marrs, covering SE/4; SE/4; SW/4 of Section 34 and SW/4; SW/4; SE/4 of Section 34, Township 5 South, Range 62 West, Arapahoe County, Colorado.
10. Dated September 7, 1972, Permit No. RB 226, from Arapahoe County Engineering Department, covering Section 29, Township 4 South, Range 63 West, Arapahoe County, Colorado.
11. Dated September 11, 1972, from Vincent Murphy Chevrolet Co., Inc., covering Section 31, Township 4 South, Range 63 West, Arapahoe County, Colorado.
12. Dated October 11, 1972, from Harry Mitchell et ux, covering Section 32, Township 4 South, Range 63 West, Arapahoe County, Colorado.
13. Dated October 19, 1971, from Victor J. Michaud, et ux, covering Section 26, Township 5 South, Range 62 West, Arapahoe County, Colorado.

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EXHIBIT "E"

1. Lease dated September 1, 1972 between Vincent Murphy Chevrolet Company, Inc., party of the first part and Canon & Gilmore, party of the second part. (Bombing Range Gas Processing Plant) -Recorded 7-6-73-Bk.2144
Pgs. 694 - Arapahoe Co., Colo.
2. Lease dated October 1, 1971, between W. C. Whitehead, agent and attorney in fact for Lois M. Whitehead, and Barkley L. Clanahan, trustee for Lois M. Whitehead, party of the first part and Canon & Gilmore, party of the second part. (Comanche Creek Gas Processing Plant) Recorded 7-5-73 - Book 286 Page 844, Elbert Co., Colo.