

Reception No. 419178 Recorded AUG. 3, 1962.

8:00 A.M. Donald Lawrence, Recorder

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

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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, SIDNEY 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

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R. MARYE, JR., EDMOND LEN GINTHER, AND N. G. 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.

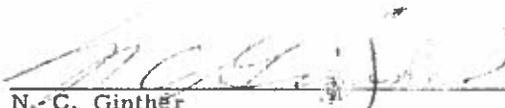
This Assignment is subject to the terms, conditions and provisions as contained in that certain April 1, 1958 Joint Venture Agreement and

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.

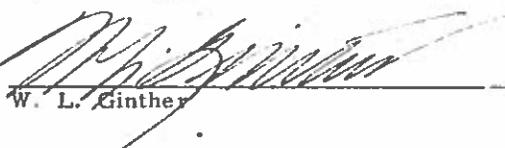
This Assignment is effective at 7 00 o'clock A. M., March 1, 1962.

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

ASSIGNORS:


N. C. Ginther


H. C. Warren


W. L. Ginther

Ben D. Sublett

Ben D. Sublett

Sidney A. Adger

Sidney A. Adger

David J. Wallace

David J. Wallace

J. W. Burns

J. W. Burns

Lorene Shipp

Lorene Shipp

Fergus Mahony Ginther

Fergus Mahony Ginther

Frank Walsh

Frank Walsh

R. E. Keen

R. E. Keen

N. B. Marye

N. B. Marye

Edna Lee Warren

Edna Lee Warren

Eugene Warren

Eugene Warren

Karl S. Warren

Karl S. Warren

N. C. Ginther, Jr.

N. C. Ginther, Jr.

Marion Frances Marye Smith

Marion Frances Marye Smith

Elvin Mitchell Smith, Jr.

Elvin Mitchell Smith, Jr.

Mildred Fay Whitehead
Mildred Fay Whitehead

Merrill Whitehead, Jr.
Merrill Whitehead, Jr.

George F. Russell
George F. Russell

ATTEST:

Sam L Davidson
Secretary

THE SERVITIUM CORPORATION

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

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

Edmond Lee Ginther
Edmond Lee Ginther

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

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

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

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

ASSIGNEE:

ATTEST:

[Signature]
Secretary

ASSOCIATED OIL & GAS CO.

By: [Signature]
PRESIDENT

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STATE OF TEXAS |
|
COUNTY OF HARRIS |

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



Witness my hand and notarial seal the date last aforesaid.

Peter H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS |
|
COUNTY OF HARRIS |

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



Witness my hand and notarial seal the date last aforesaid.

Jean Patrick
Notary Public

My Commission Expires:
June 1, 1963

STATE OF TEXAS |
|
COUNTY OF HARRIS |

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

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

Peter H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS

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COUNTY OF HARRIS



The foregoing instrument was acknowledged before me on this 29 day of June, 1962, by SIDNEY A. ADGER.

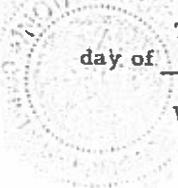
Witness my hand and notarial seal the date last aforesaid.

Peter H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS

COUNTY OF HARRIS



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

Witness my hand and notarial seal the date last aforesaid.

Peter H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS

COUNTY OF HARRIS



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

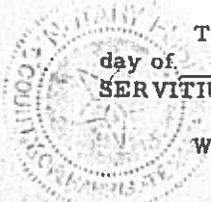
Witness my hand and notarial seal the date last aforesaid.

Peter H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS

COUNTY OF HARRIS



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

Witness my hand and notarial seal the date last aforesaid.

Peter H. Keon
Notary Public

My Commission Expires:
6-1-63

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STATE OF COLORADO |
COUNTY OF LOGAN |

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

Witness my hand and notarial seal the date last aforesaid.



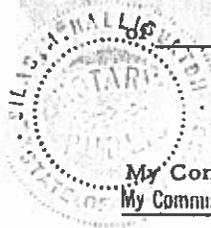
My Commission Expires:
~~My Commission expires Aug. 7, 1963~~

Silas M. Halliburton
Notary Public

STATE OF COLORADO |
COUNTY OF LOGAN |

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

Witness my hand and notarial seal the date last aforesaid.



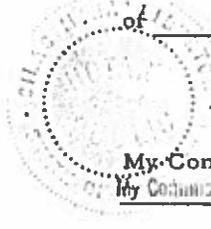
My Commission Expires:
My Commission expires Aug. 7, 1963

Silas M. Halliburton
Notary Public

STATE OF COLORADO |
COUNTY OF LOGAN |

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

Witness my hand and notarial seal the date last aforesaid.



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

Silas M. Halliburton
Notary Public

STATE OF NEBRASKA |
Colorado |
COUNTY OF CHEYENNE |

The foregoing instrument was acknowledged before me this 2 day
of July, 1962, by EUGENE WARREN.

Witness my hand and notarial seal the date last aforesaid.



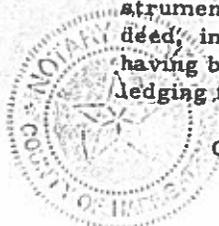
My Commission Expires:
My Commission expires Aug. 7, 1963

Silas M. Halliburton
Notary Public

STATE OF TEXAS |
COUNTY OF HARRIS |

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



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

Rita H. Keon
Notary Public

My Commission Expires:
6-1-63

STATE OF TEXAS |
COUNTY OF HARRIS |

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

Witness my hand and notarial seal the date last aforesaid.



Bertha H. Andrews
Notary Public

My Commission Expires:
JUN 1 '63

STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this 22nd day of June, 1962, by H. C. WARREN and W. L. GINTHER, Trustees of the Yenter Plant Trust.

Witness my hand and notarial seal the date last aforesaid.



Jean Patrick
Notary Public

My Commission Expires:
June 1, 1963

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



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

Witness my hand and notarial seal the date last aforesaid.

Jean Patrick
Notary Public

My Commission Expires:
June 1, 1968

STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this _____ day of _____, 1962, by Walter L. McGuire ^{PRESIDENT} of ASSOCIATED OIL & GAS CO.

Witness my hand and notarial seal the date last aforesaid.

Bert H. Anderson
Notary Public

My Commission Expires:
