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Instrument No. 400348 Recorded Aug 26 1957

5:00 o'clock A.M. Dunnell Lawrence Recorder
ASSIGNMENT AND AGREEMENT

BOOK 494 PAGE 211

STATE OF COLORADO }
COUNTY OF LOGAN }

THIS ASSIGNMENT AND AGREEMENT is made and entered into by and between N. C. GINTHER, H. C. WARREN and W. L. GINTHER, herein called "Ginther, Warren and Ginther", as Assignors herein, and GEORGE F. RUSSELL, herein called "Russell", and RUSSELL ENGINEERING CORPORATION, a corporation organized under the laws of the State of TEXAS, with permit to do business in the State of Colorado, herein called "Corporation", as Assignees herein:

W I T N E S S E T H:

Reference is made to the following:

(a) An Agreement dated February 18, 1954 was entered into between Ginther, Warren and Ginther with George F. Russell relating to the construction of the Yenter Processing Plants in Logan County, Colorado, which Ginther, Warren and Ginther was constructing and was to operate under an Operating and Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc. dated January 15, 1954 (and any amendments to said Gas Processing Agreement) which is herein called "the Yenter Plant Processing Agreement". Said Agreement was supplemented by Agreement dated April 17, 1954. Under the Yenter Plant Agreement of February 18, 1954, as amended and supplemented by instrument between the parties dated April 17, 1954, George F. Russell, for the engineering services to be performed, was to be entitled, among other things, to a 5% interest in the Yenter Plants and Processing Agreements subject to a reduction to 5% of 51% in the event that Kansas-Nebraska Natural Gas Company exercised its option to acquire 49% interest in the Yenter Processing Plants after the cost thereof had been recouped, all as provided by the Yenter Plant Processing Agreement.

(b) By Supplemental Agreement dated June 22, 1954 between

Ginther, Warren and Ginther and George F. Russell, the earlier Agreement of February 18, 1954, as amended on April 17, 1954 was changed and for a valuable consideration, George F. Russell agreed that the interest in the Yenter Processing Plants and Agreements to be received as part of the payment for engineering services would be 2-1/2% (instead of 5% as set out in the original agreement) subject to reduction to 2-1/2% of 51% in the event Kansas-Nebraska Natural Gas Company exercised its option to acquire 49% interest in the Plants and Properties after payout.

(c) The "Yenter Plant" properties and facilities include the following lands, leases, processing contracts, personal properties and rights:

1.

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 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 in, on and under the above described premises, together with the right of ingress and egress to explore for, mine, and remove same).

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 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.

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 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.

4.

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.

5.

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, insofar as they relate to the Yenter Plants.

(d) Under the February 18, 1954 Agreement between Ginther, Warren and Ginther and George F. Russell, as amended and supplemented, Russell was to have the right to acquire, incident to engineering services rendered in connection with future plants, a like interest in any subsequent plants designed and built by him

for Ginther, Warren and Ginther within five (5) years from April 17, 1954. After the Yenter Plant, the engineering services (rights and duties) held by George F. Russell were, with the approval of Ginther, Warren and Ginther, taken over by the Corporation as to future plants and thereafter Corporation furnished all of the engineering services required to be furnished under said contract and Corporation actually purchased and paid for an undivided 2-1/2% interest (subject to reduction in the event Kansas-Nebraska Natural Gas Company exercised its option to acquire 49% of the plant and facilities) in the plant constructed by Ginther, Warren and Ginther in the Lewis Creek Field of Logan County, Colorado, known as the "Lewis Creek Plant". Russell has requested and directed Ginther, Warren and Ginther to make assignment on the interest in the Lewis Creek Plant direct to Corporation.

(e) The Lewis Creek Plant properties, facilities and related matters are herein collectively called "the Lewis Creek Plant" and consist of all of the following properties and rights in Logan County, Colorado:

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 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.

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.

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 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.

(f) While formal assignments have not yet been executed of record to Russell on the Yenter Plants and to Corporation on the Lewis Creek Plant, full accounting has been made down to the effective date of this assignment and Ginther, Warren and Ginther has, down to said date, paid each of said parties its 2-1/2% share of the proceeds or receipts from the plant in which the particular party is interested and each party has paid to Ginther, Warren and Ginther its 2-1/2% share of the operating costs chargeable on account of its interest. The parties desire to make formal assignment of record concluding and fulfilling the understandings between them:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I.

That in consideration of the premises and the sum of TEN DOLLARS (\$10.00) and other valuable considerations by Russell, the receipt and sufficiency of which are hereby acknowledged, M. C. GINTHER, H. C. WARREN and W. L. GINTHER do by these presents GRANT, CONVEY, ASSIGN and TRANSFER unto GEORGE F. RUSSELL, his heirs and assigns, a two and one-half per cent (2-1/2%) undivided interest in and to the "Yenter Plant", including a two and one-half per cent (2-1/2%) undivided interest in the leases, lands, processing agreements, buildings, equipment, machinery and other properties and rights described and referred to above under reference (c), subject, however, 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 Yenter Plant and the related properties and facilities.

It is agreed as part of this transfer to Russell of said interest in the Yenter Plant that:

- (a) There shall be charged against the assigned interest of Russell (and he agrees to pay) his proportionate part of all costs and expenses to be calculated as provided under the presently existing processing agreements and the operating contracts presently existing between Assignors and other part owners of the said Yenter Plants.
- (b) In the event that Kansas-Nebraska Natural Gas Company, Inc., or its successors in interest, elects to acquire 49% of said Yenter Plants and facilities as provided under the applicable processing contracts and other agreements, then the proportionate reduction in the assigned interest shall be automatic and while it shall not be necessary (for such reduction in interest to become effective) that Russell, or his successor in interest, join in any instrument, Russell, or his successor in interest, as the holder of the assigned interest, shall be obligated to promptly execute, upon request therefor, recordable instrument evidencing the reduction in the assigned interest to 2-1/2% of 51% interest in said Yenter Plant.
- (c) Assignors shall have the full and complete right to operate or designate the operator of said Yenter Plant.
- (d) This assignment is made subject to all of the terms, conditions, limitations, options and other rights of

the Yenter Plant Processing Agreement as amended and supplemented and other contracts governing or relating to said Yenter Plant and its operation. It is the controlling intent of the parties that 2-1/2% of such right, title and interest as Assignors herein acquired under said contracts and agreements, insofar as they relate to the Yenter Plant, shall become vested hereby in Russell charged with a proportionate part of the burden of the obligations, options and undertakings imposed against Ginther, Warren and Ginther under said agreements, and subject, also, to the right of Ginther, Warren and Ginther (or the successor to its remaining interest) to serve as operator or to designate the operator of said Yenter Plant.

- (e) Russell, or his successors in interest, shall receive 2-1/2% of the proceeds from the Yenter Plant and pay 2-1/2% of the costs of operating and maintaining said Plant, except that if the Kansas-Nebraska Natural Gas Company exercises its option to acquire 49% of said Yenter Plant, such percentage of proceeds and costs shall each be reduced to 2-1/2% of 51%.

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 Russell, his heirs and assigns. This transfer is made without warranty of title by Assignors except as against their own acts.

II.

That in consideration of the premises and the sum of TEN DOLLARS (\$10.00) and other valuable considerations by Russell Engineering Corporation, the receipt and sufficiency of which are hereby acknowledged, M. C. GINTHER, H. C. WARREN and W. L. GINTHER do by these presents GRANT, CONVEY, ASSIGN and TRANSFER unto RUSSELL ENGINEERING CORPORATION, its successors and assigns, a two and one-half per cent (2-1/2%) undivided interest in and to the "Lewis Creek Plant", including a two and one-half per cent (2-1/2%) undivided interest in the leases, lands, processing agreements, buildings, equipment, machinery and other properties and rights described and referred to above under reference (e), subject, however, 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.

It is agreed as part of this transfer to Corporation of said interest in the Lewis Creek Plant that:

- (a) There shall be charged against the assigned interest of Corporation (and it agrees to pay) its proportionate part of all costs and expenses to be calculated as provided under the presently existing processing agreements and the operating contracts presently existing between Assignors and other part owners of the said Lewis Creek Plant.
- (b) In the event that Kansas-Nebraska Natural Gas Company, Inc, or its successors in interest, elects to acquire 49% of said Lewis Creek Plant and facilities as provided under the applicable processing contracts and other agreements, then the proportionate reduction in the assigned interest shall be automatic and while it shall not be necessary (for such reduction in interest to become effective) that Corporation, or its successors in interest, join in any instrument, Corporation, or its successors in interest, as the holder of the assigned interest, shall be obligated to promptly execute, upon request therefor, recordable instrument evidencing the reduction in the assigned interest to 2-1/2% of 51% interest in said Lewis Creek Plant.
- (c) Assignors shall have the full and complete right to operate or designate the operator of said Lewis Creek Plant.
- (d) This assignment is made subject to all of the terms, conditions, limitations, options and other rights of the Lewis Creek Plant Processing Agreement as amended and supplemented and other contracts governing or relating to said Lewis Creek Plant and its operation. It is the controlling intent of the parties that 2-1/2% of such right, title and interest as Assignors herein acquired under said contracts and agreements, insofar as they relate to the Lewis Creek Plant, shall become vested hereby in Corporation charged with a proportionate share of the burden of the obligations, options and undertakings imposed against Ginther, Warren and Ginther under said agreements, and subject, also, to the right of Ginther, Warren and Ginther (or the successor to its remaining interest) to serve as operator or to designate the operator of said Lewis Creek Plant.
- (e) Corporation, or its successors in interest, shall receive 2-1/2% of the proceeds from the Lewis Creek Plant and pay 2-1/2% of the costs of operating and maintaining said Plant, except that if the Kansas-Nebraska Natural Gas Company exercises its option to acquire 49% of said Lewis Creek Plant, such percentage of proceeds and costs shall each be reduced to 2-1/2% of 51%.

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 Corporation, its successors and assigns.

This transfer is made without warranty of title by Assignors except as against their own acts.

III.

The parties hereto make the following additional agreements:

- (a) Russell recognizes that he has no claim or interest in or to the Lewis Creek Plant and that the hereinabove assigned interest in said Plant is owned entirely by Corporation. In order to clear the record on the Lewis Creek Plant, Russell declares that prior to this agreement, all title, interest or claim that he had or might have had to the Lewis Creek Plant under the contracts referenced above in this agreement was assigned to Corporation and Russell here confirms the title of Corporation thereto and by these presents disclaims and acquits unto Corporation all right, title and interest in and to the Lewis Creek Plant and the properties, facilities and contracts relating thereto (insofar as they affect the Lewis Creek Plant and not the Yenter Plant).
- (b) Russell and Corporation on the one hand and Assignors on the other hand agree that all rights of either of them under the referenced contracts as to matters not expressly carried forward herein are mutually released, so that all future rights of the parties under the referenced contracts shall be merged in and governed by this agreement. In this regard, Russell and Corporation recognize that they have no title or interest (and are entitled to none) in the plant constructed by Assignors known as the "Padroni Plant" or in any of the other plants which Assignors have taken part in constructing other than the Yenter Plants and the Lewis Creek Plant which are the subject of this assignment and agreement.
- (c) Russell and Corporation - with respect to the respective plants in which they are interested - agree to execute written operating agreement when requested to do so by Ginther, Warren and Ginther, as operator, in substantially the same form as the operating contract heretofore in existence on the Yenter Plant between said operator and other co-owners including Lee A. Yenter and others, with such changes as may be mutually agreeable.
- (d) This instrument shall be deemed effective June 1, 1957 at 12:01 o'clock a.m.

This instrument is executed in multiple copies, each of which shall be deemed an original, but all such copies to constitute a single instrument and transaction.

In executing this assignment and agreement, Assignors acknowledge that they are executing it in the capacity of Assignors under each of its separate parts. Russell and Corporation acknowledge that they each execute it for the purpose of agreeing to all covenants, undertakings and agreements made by them wherever the same appear

in the instrument.

EXECUTED this the 26 day of July, 1957.

N. C. GINTHER
N. C. GINTHER

H. C. WARREN
H. C. WARREN

W. L. GINTHER
W. L. GINTHER

GEORGE F. RUSSELL
GEORGE F. RUSSELL

RUSSELL ENGINEERING CORPORATION

BY George F. Russell
President



John J. Dobb
Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me, this 26 day of July, 1957, by N. C. GINTHER, H. C. WARREN and W. L. GINTHER.

WITNESS my hand and official seal.



Betty Wroten
Notary Public in and for
Harris County, Texas

My Commission Expires:
6-1-59

THE STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me, this 26 day of July, 1957, by GEORGE F. RUSSELL.

WITNESS my hand and official seal.

Betty Wroten
Notary Public in and for
Harris County, Texas

My Commission Expires:
6-1-59



THE STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me, this
26 day of July, 1957, by GEORGE F. RUSSELL,
President of RUSSELL ENGINEERING CORPORATION, a corporation.

WITNESS my hand and official seal.

Betty Wroten BETTY WROTEN
Notary Public in and for
Harris County, Texas

My Commission Expires:

6-1-59

