

SEE PAID UNDER S. B. No. 222
SEE PAID UNDER PROTEST
SEE EXCLUDED

120128
120128
Reception No. 439179 Recorded Aug. 1, 1962.
8:00 o'clock A. M. Donnell Lawrence, Recorder

DEED

BOOK 558 PAGE 443

PADRONI JOINT VENTURE

STATE OF COLORADO)
COUNTY OF LOGAN) KNOW ALL MEN BY THESE PRESENTS:

THAT Kansas-Nebraska Natural Gas Company, Inc., a corporation authorized to do business in the State of Colorado, as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these does hereby GRANT, BARGAIN, SELL AND CONVEY to ASSOCIATED OIL & GAS CO., a Delaware corporation, its successors and assigns, as Grantee, an undivided thirty-three and one-third percent (33 1/3%) interest in and to the following described property situated in the County of Logan, State of Colorado, to-wit:

1. A tract of land in the Southwest Quarter (SW/4) of Section 15, Township 9 North, Range 52 West of the 6th P. M., more particularly described as follows:

Commencing at a point on the West line of said Section 15, 30 feet North of the Southwest corner of said Section 15 as a place of beginning; thence Easterly and parallel with the South line of said Section 15, a distance of 330 feet; thence Northerly and parallel with the West line of said Section 15, a distance of 1320 feet; thence Westerly and parallel with the South line of said Section 15, a distance of 330 feet; thence South along the West line of said Section 15, a distance of 1320 feet to the point of beginning;

save, excepting and reserving, however, all of the oil, gas and other minerals lying in, on and under said property; and expressly subject to all of the terms, conditions and provisions as contained in a certain December 24, 1954, Deed from Cleo G. Whitcomb and Albeina Whitcomb to Kansas-Nebraska Natural Gas Company, Inc., which Deed is recorded in Book 462, Page 33, of the records of the Recorder of Logan County, Colorado, and to which instrument as recorded reference is here made for all purposes; and

BOOK 558 PAGE 444

2. A certain tract of land in the Southeast Quarter (SE^{1/4}/4) of Section 10, Township 10 North, Range 54 West of the 6th P. M., Logan County, Colorado, more particularly described as follows:

Little
Hoot

Beginning at a point 30 feet North of the Southeast corner of said Section 10; thence West along the North line of County Road, a distance of 660 feet; thence North a distance of 660 feet, thence East and parallel with the North line of County Road, a distance of 660 feet, and thence South a distance of 660 feet to the Point of Beginning;

this being the same property more particularly described in a certain July 23, 1958, Deed from Bernice D. Sanders and Ethel M. Sanders, as Grantors, to Kansas-Nebraska Natural Gas Company, Inc., as Grantee, recorded in Book 505, Page 67, of the records of Logan County, Colorado, and expressly subject to all of the terms, conditions and provisions as contained in said Deed, to which instrument as recorded reference is here made for all purposes;

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid undivided interest in and to the above described properties unto Associated Oil & Gas Co., a Delaware corporation, its successors and assigns, forever. And the said Kansas-Nebraska Natural Gas Company, Inc., for itself, its successors and assigns, does hereby covenant, grant, bargain and agree to and with the said Associated Oil & Gas Co., its successors and assigns, that it is lawfully seized of the premises above conveyed to the extent of the interest the subject of this instrument but subject to the terms and provisions of each of the above described instruments, that it has good right, power and lawful authority to grant, bargain, sell and convey the same in the manner and form and to the extent aforesaid, that same are free from encumbrances and it does hereby covenant to warrant and defend the title to the extent hereby conveyed in and to said premises against the lawful claims of all persons whomsoever. Taxes for the year 1962 shall be prorated as of the effective date of this instrument between Grantor and Grantee.

This instrument shall be effective at 7:00 O'Clock A. M., on March 1, 1962.

IN WITNESS WHEREOF, this instrument is executed this 5th

day of July, 1962.

ATTEST:

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

Ernest Seveling
Ernest Seveling

By [Signature]
Vice President

STATE OF NEBRASKA)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this
the 29th day of June, 1962, by [Signature]
of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

WITNESS my hand and notarial seal the date last aforesaid.



[Signature]
Notary Public in and for
Adams County, Nebraska

P
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Reception No. 441499 Recorded: Nov 26 1962
8:00 o'clock A. M. Donnell Lawrence, Recorder

BOOK 562 PAGE 234

ASSIGNMENT OF INDUSTRIAL TRACK AGREEMENT
AND
GAS PROCESSING CONTRACT
PADRONI JOINT VENTURE

STATE OF COLORADO)
COUNTY OF LOGAN) KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, there was heretofore executed an instrument dated April 6, 1955, between Chicago, Burlington & Quincy Railroad Company, a corporation created and existing under the laws of the State of Illinois, and N. C. Ginther, H. C. Warren and W. L. Ginther, each individually, providing for the construction, operation and maintenance of certain industrial trackage at or near Jessica, Colorado; to which instrument for all of its various terms and provisions reference is here made for all purposes and a copy of which Industrial Track Agreement is attached hereto and marked Exhibit "A";

WHEREAS, on February 5, 1960, a certain Agreement was entered into between The British-American Oil Producing Company, et al, as producers, and N. C. Ginther, as the Operator of and on behalf of himself and all other owners of the Little Hoot Plant (which Plant comprises a part of the Padroni Joint Venture), with respect to the operation of certain natural gas wells located in the Little Hoot Area, Logan County, Colorado, and providing for the payment, monthly, as consideration for the liquids to be received under the terms of said Agreement, the sum of One and one-half Cents (1-1/2¢) per MCF for all gas produced from said wells and delivered to the Kansas-Nebraska Natural Gas Company, Inc. facilities; a copy of which instrument is attached hereto and marked Exhibit "B" and to which reference is here made for all purposes;

WHEREAS, each of the foregoing instruments were entered into by N. C. Ginther or by N. C. Ginther, H. C. Warren and W. L. Ginther for and on behalf of the Padroni Joint Venture, a Joint Venture created by a

certain January 1, 1959 Joint Venture Agreement, to which instrument reference is here made for all purposes;

WHEREAS, Kansas-Nebraska Natural Gas Company, Inc. is the owner of an undivided Sixty-six and two-thirds percent (66-2/3%) interest in and to said Joint Venture and in and to each of the above referred to Agreements, subject to the terms and provisions thereof;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by Associated Oil & Gas Co., Kansas-Nebraska Natural Gas Company, Inc., as Assignor herein has GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Associated Oil & Gas Co., a Delaware corporation, as Assignee hereof, its successors and assigns, an undivided sixteen and two-thirds percent (16 2/3%) interest in and to the two aforementioned contracts, together with any and all amendments or supplements thereof or thereto. 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, and does expressly assume, to the extent of its undivided interest therein, the performance of any and all covenants and obligations therein contained or arising therefrom. And Assignor does hereby warrant that it has good right and authority to sell, transfer, assign and convey the interest the subject of this instrument in and to each of said contracts, that said agreements are now in full force and effect, and does further covenant and agree to hereafter execute such additional instrument or instruments as may be at any time necessary or required in order to effectively transfer and assign said interest unto the Assignee hereof the two aforementioned contracts the subject hereof.

This instrument shall be effective March 1, 1962.

IN WITNESS WHEREOF, this instrument is executed this 12TH
day of October, 1962.

ATTEST:

Glen W. Gierhart
Assistant Secretary
Glen W. Gierhart

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

By Thos. Greigh, Jr.
President THOS. GREIGH, JR.

ATTEST:

James B. Hill
Assistant Secretary

ASSOCIATED OIL & GAS CO.

By S. A. Wickstrom
Vice President S. A. WICKSTROM
Vice President

STATE OF NEBRASKA)
COUNTY OF ADAMS) SS

The foregoing instrument was acknowledged before me on this
the 12TH day of OCTOBER, 1962, by THOS. GREIGH, JR.
President of KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

WITNESS my hand and notarial seal the date last aforesaid.



I. Roland Miller
Notary Public in and for Adams
County, Nebraska I. ROLAND MILLER

My Commission Expires:
October 23, 1965

STATE OF TEXAS)
COUNTY OF HARRIS) SS

The foregoing instrument was acknowledged before me on this
the 22 day of October, 1962, by S. A. Wickstrom
Vice President of ASSOCIATED OIL & GAS CO.

WITNESS my hand and notarial seal the date last aforesaid.



J. M. Rieffen
Notary Public in and for Harris
County, Texas

My Commission Expires:
June 1, 1963

This Agreement, made and entered into April 6, 1935, by and between the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under the laws of the State of Illinois, hereinafter called the "Railroad Company", and ~~Arthur K. Hays~~ N. C. Ginther, H. C. Warren and W. L. Ginther, Co-Owners

hereinafter called the "Industry"; WITNESSETH THAT

WHEREAS, the Industry has requested the Railroad Company to assist in the construction of, and to operate and maintain, a track or tracks, as the case may be, at or near Jessie, Colorado as shown in red on print No. 1011-100, attached hereto and made a part hereof, hereinafter called "Track"; and the Railroad Company is willing to assist in the construction of, and to maintain and operate said Track, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Industry To Provide Right of Way:

The Industry shall without expense to the Railroad Company provide and protect the Railroad Company in the peaceable possession and use of the necessary right of way for such portion, if any, of said Track as is not located upon the premises of the Railroad Company, and shall at any time upon request of the Railroad Company procure all easements, grants, ordinances and all authority from regulatory bodies having jurisdiction, which in the opinion of the Railroad Company may be required for said right of way, Track and operations thereover, and furnish to Railroad Company copies thereof.

2. Construction Work To Be Performed by Each Party:

(a) The Industry shall, at its own expense, do all the grading and provide such drainage openings which in the opinion of the Railroad Company may be necessary for the roadbed of said Track.

(b) The Railroad Company shall then furnish all labor and material therefor and construct said Track and perform any necessary work incidental to such construction, except as otherwise provided in paragraph (a) of this Section 2, provided that labor to construct any portion of the Track not on property owned by the Railroad Company shall be furnished by the Industry at its expense if requested in writing by the Railroad Company.

3. Division of Cost of Construction:

(a) Upon execution of this agreement, Industry shall pay to the Railroad Company the sum of Two thousand one hundred and two and 10/100 - - - - - Dollars (\$2,102.00) which is the estimated cost of labor and materials to be furnished by the Railroad Company in the construction of that portion of the Track beyond the clearance point and all necessary work incidental to the construction of said Track. If the actual cost thereof is more or less than said estimated amount, the difference shall be promptly paid by the Industry or refunded by the Railroad Company as the case may be. In the event the Railroad Company requests the Industry to furnish labor for any portion of the Track not on property owned by the Railroad Company, the Railroad Company shall promptly refund any amount deposited to cover the estimated cost of such labor.

(b) The cost of construction of the Track between point of switch and point of clearance shall be borne by the Industry subject to refund, and upon execution of this agreement the Industry shall pay to Railroad Company the additional sum of Three thousand three hundred ninety-five and 10/100 - - - - - Dollars (\$3,395.00) which is the estimated cost of labor and materials to be furnished by Railroad

Company in the construction thereof. If the actual cost thereof is more or less than said estimated amount, the difference shall be promptly paid by the Industry or refunded by the Railroad Company as the case may be. The actual cost thereof shall be refunded from the general funds of the Railroad Company to the Industry at the rate of \$5.00 for each car of carload freight delivered on or shipped from the Track on which the Railroad Company receives road-haul revenue in excess of \$10.00 during the period of five (5) years after the date of completion of the Track, unless the total of such refund payments shall sooner equal said amount. Industry shall submit a list of such cars to the Railroad Company's Auditor of Expenditures, 547 West Jackson Blvd., Chicago 6, Illinois, upon each six month anniversary of this contract, and a settlement shall be made promptly after verification of such lists by said Auditor. Such lists shall show car numbers, waybill numbers and dates, points of origin and destination.

(c) The Industry also agrees to pay the Railroad Company the full cost of all changes or alterations in that portion of the Track owned by the Industry that may be necessary in order to conform to any changes of grade or relocation of the tracks of the Railroad Company at the point of connection with said Track required by any law, ordinance, or regulation, or necessary because of any other reason beyond the Railroad Company's control.

4. Maintenance of the Track:

The Railroad Company shall maintain, repair, and renew the Track, including the necessary switch and signal lights used in connection with the operation of said Track, in such manner as the Railroad Company deems necessary; provided that the labor necessary to maintain any portion of said Track not on property owned by the Railroad Company shall, upon request in writing made by the Railroad Company, be furnished by the Industry at its own expense. The Industry agrees to pay to the Railroad Company, upon presentation of bills therefor, the cost of maintenance, repair, and renewal of that portion of Track beyond the clearance point.

5. Industry To Keep Track Free from Obstructions:

The Industry shall, at its own expense, and in a manner satisfactory to the Railroad Company, keep said Track clear of snow, ice, weeds, or other obstructions. Upon failure so to do, the Railroad Company may perform said service and collect the entire expense thereof from the Industry.

6. Percentages To Be Included in Bills:

It is understood and agreed that in all bills rendered hereunder by the Railroad Company to the Industry, unless otherwise stipulated under the terms of this agreement, ten (10) per cent shall be added to the total cost of all labor items to cover general supervision furnished by other than ordinary gang foremen, accounting, use of tools and other elements of expense not capable of exact ascertainment. All material furnished by the Railroad Company will be billed for at the Railroad Company's established price as of date and place of delivery. All such bills shall be paid within thirty (30) days after receipt thereof.

7. Division of Ownership of the Track:

The Railroad Company shall be the owner of that portion of said Track, including grading, bridging, ballast, and all other improvements, between the switch point and the clearance point.

The Industry shall be the owner of the track material in that portion of said Track, if any, on the right of way of the Railroad Company beyond the portion owned by the Railroad Company, the term "track material" to include only rails, angle bars, spikes, switches, other metal, and ties. The Industry shall also be the owner of all that portion of said Track, if any, off of the right of way of the Railroad Company.

Any addition to or extension or relocation of the Track made by or at the request of the Industry, and any structure supporting the Track and any crossing of the Track shall be deemed a part of the Track for the purposes of this agreement.

8. Service on the Track, Right to Use:

The Railroad Company shall provide reasonable service on the Track when completed, subject to and as contemplated by applicable tariffs, and shall have the right, without cost, to use all of said Track in serving the Industry, and in its general railroad/business in so far as such use shall not unreasonably interfere with the business of the Industry, and to extend said Track or construct other spurs therefrom for the purpose of serving other industries; provided that such use shall not be detrimental to the Industry, and provided that thereafter the Industry shall be reimbursed by such other industry or industries in the total amount of three (3) per cent per annum on its investment in the Track, and the use proportion of the cost of maintaining the Track, as reflected by the cars handled for each during the twelve months preceding the month in which maintenance is done.

9. Clearances, Use, and Safety Requirements:

The Industry agrees not to place or construct an elevator nearer than eight (8) feet from the nearest rail of said Track, or to construct, place, or permit any other building, excavation or obstruction nearer than six (6) feet from the nearest rail, or along or above said Track at a less height than twenty-three (23) feet above the top of rails, without approval in writing of the Railroad Company, provided that unless other clearances are required by state statute or order of any competent public authority, car door height platforms may be installed with a clearance of three (3) feet, two (2) inches from the nearest rail of said Track. All doors, windows or gates shall be of the sliding type or shall open toward the inside of the building or enclosure when such building or enclosure is so located that said doors, windows or gates, if opening outward, would, when opened, impair the clearances in this section prescribed. Industry agrees to assume responsibility for all loss or claims arising out of failure to comply with the above requirements. The horizontal clearances herein prescribed are for straight tracks; for curved tracks compensation shall be made so that the equivalent of the minimum clearances herein prescribed shall be maintained.

The Industry also agrees to comply with the applicable rules published from time to time by the American Railway Association or any successor agency respecting the use of said Track and the loading or unloading of cars. The Industry further agrees not to manufacture, store, or have in its possession, on or about its structures or premises adjacent to said Track, powder or other explosives or inflammable materials or liquids, except such reasonable amounts of fuel oil, kerosene or gasoline as may from time to time be required for lighting, fuel, power, or other like purposes, or in the conduct of the business of the Industry.

10. Liability Provisions:

It is understood that the movement of railroad locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railroad Company against loss or damage to property of the Industry or to property upon its premises, regardless of negligence of the Railroad Company, arising from fire caused by locomotives operated by the Railroad Company on said Track, or in its vicinity for the purpose of serving the Industry, except to the premises of the Railroad Company and to rolling stock belonging to the Railroad Company or to others, and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railroad Company for loss, damage, or injury from any act or omission of the Industry, its employees, or agents, to the person or property of the parties hereto and their employes, and to the person or property of any other person or corporation, while on or about said Track; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

11. Termination Provisions:

Should the Industry cease actively to do business on said Track or if the Industry shall fail or refuse for thirty (30) days after demand is made therefor to comply with or to carry out any of the covenants or agreements of the Industry herein or if the Railroad Company should be authorized to abandon its railroad in the vicinity of said Track, the Railroad Company shall have the right, upon thirty (30) days' written notice at any time, to cancel this agreement. Termination of this agreement shall not relieve either party from any liability or obligation arising out of transactions prior to the date of termination.

12. Removal of the Track Upon Termination:

Upon termination of this agreement as herein provided, the Railroad Company may at its option remove that portion of the track material owned by the Industry and located on the right of way of the Railroad Company and restore the right of way as near to its condition as of the date of this agreement as shall be deemed proper by the Railroad Company, and the Railroad Company shall pay to the Industry the salvage value of the track material so removed, less the cost of salvaging and the cost of so restoring the right of way as herein provided.

13. Giving of Notices:

Any notice to be given hereunder shall be sufficient if mailed in an envelope properly stamped and addressed to the Industry, or to the Railroad Company at 547 West Jackson Boulevard, Chicago 6, Illinois, as the case may be.

14. Duration and Assignment of Agreement:

This agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns, for sixty (60) months and thereafter until terminated upon six (6) months' written notice by either party, unless sooner terminated as provided in Section 11 hereof; provided that any assignment of this agreement or grant of any interest in or right to use said Track by the Industry shall not be binding upon the Railroad Company without its written consent.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY:

Approved:

As to Form

Raymond B. Kelly
Law Dept.

By J. J. Martin
General Manager

As to Property Interests

J. W. Kelly
Land Dept.

As to Description

R. L. D.
Engineering Dept.

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Office of Assistant Chief of Police

10μ-100

Approved:

R. W. Smith

Assistant Chief Engineer

February 5, 1960

The British-American Oil Producing Company
P. O. Box 749
Dallas, Texas

The Frontier Refining Company
4040 East Louisiana Street
Denver 22, Colorado

Tennessee Gas Transmission Company
P. O. Box 2511
Houston, Texas

McDannald Oil Company
P. O. Box 2972
Houston, Texas

Sterling Drilling Company
P. O. Box 127
Sterling, Kansas

The Fremont Petroleum Company
824 Equitable Building
Denver, Colorado

J. Ray McDermott & Co., Inc.
Houston Club Building
Houston, Texas

Victoria, Johnson & Company
P. O. Box 730
Victoria, Texas

In re:

Daily Operation and Ownership
of Liquids, Little Hoot Area
Leases, ^{Logan} ~~Moore~~ County, Colo.

Gentlemen:

Each of you is the owner of interests in certain Oil, Gas and Mineral Leases as same are more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called Leases), production of natural gas from which Leases is the subject of certain June 10, 1953, Gas Purchase Contracts between you and Kansas-Nebraska Natural Gas Company, Inc. You have heretofore retained, or had the right to retain those liquefiable hydrocarbons which you could extract or separate through normal leasehold separation equipment prior to delivery of the production from said Leases to Kansas-Nebraska under the aforementioned Gas Purchase Contracts.

It is understood and agreed by you and the undersigned that, effective ~~November 1, 1959~~ ^{March 10, 1960,} the undersigned shall actually conduct and perform such daily services and labor in the field for you as may be necessary or required in order to operate the natural gas well or wells located on said Leases, it being contemplated that the un-

Exhibit "B"

February 5, 1960

undersigned's servants, employees, agents or representatives shall conduct a day-to-day operation of said well or wells without cost or expense to you for any and such labor and services performed, but you to furnish any and all material and equipment that may be required in connection with the operation of said well or wells and you shall conduct, at your own cost and expense, and without any liability or obligation on the part of the undersigned, any and all reworking operations, work-overs, deepening or plugging and abandoning of any of said well or wells. In the event that alcohol is needed to prevent hydrates from forming, the undersigned agrees to furnish at his cost the alcohol and equipment necessary to permit continuous operation of all wells covered by this agreement.

It is further understood and agreed that during the continuance of the actual field operation of the well or wells covered hereby by the undersigned, no separation equipment shall be installed by you on the properties the subject hereof, and the full natural gas well stream as produced in its natural state, including all hydrocarbons therein contained and gasoline produced therewith (except crude oil) shall be delivered at the wellhead or from your existing heater or heaters, if such is so installed, and the undersigned shall receive and own the liquids contained in said natural gas which you might otherwise recover by normal and customary leasehold separation equipment.

As consideration for the liquids to be received by the undersigned under the terms hereof, it is understood and agreed that, in addition to performing services in operating the well or wells as above provided, the undersigned shall pay to you the sum of one and one-half cents (1-1/2¢) per MCF, payable monthly, for all gas produced from said well or wells located on those properties described in Exhibit "A" hereof and delivered to Kansas-Nebraska at the Kansas-Nebraska meters; the volume of natural gas so delivered, as measured at pipeline pressures and temperatures, to be computed from the meter records of Kansas-Nebraska in accordance with measurement and computation of volume as set out and provided in said June 10, 1953, Gas Purchase Contracts.

It is recognized by all parties hereto that the undersigned's Little Hoot Plant is shut down and inoperative during the summer months. Therefore, notwithstanding anything herein contained to the contrary, it is understood and agreed that during the first year this agreement is in effect, the undersigned shall make no payments to you for the liquid content of any gas which bypasses said Plant during such summer shutdown period. For any period in which this agreement is in effect after the first year thereof, payment for any such bypassed gas shall be made only upon that basis as the parties hereto may then mutually agree.

You shall pay all royalties or other payments out of or with respect to production. Nothing herein contained shall ever require you to operate or cause to be operated any well or wells which in your opinion are not profitable and should the undersigned at any time find that the natural gas fails to meet sufficient quality standards as to be profitable to the undersigned, then in either event, upon thirty (30) days notice in writing to the

February 5, 1960

other, this agreement shall terminate insofar as it covers such well or wells. Subject to the provisions of this paragraph, this agreement shall continue and remain in force and effect until terminated by either party hereto by giving sixty (60) days advance written notice to the other party.

The undersigned agrees that in performing his obligations hereunder, his status is that of an independent contractor and that his employees are not your employees for any purpose whatsoever. The undersigned shall fully comply with all laws, rules and regulations covering the work to be performed by him hereunder. The undersigned agrees to indemnify and hold you harmless against liability for damage to the undersigned's property or injury to or the death of the undersigned's employees and all other persons except your employees resulting from the undersigned's operations hereunder. The undersigned shall at his cost at all times while conducting operations hereunder carry and maintain adequate Workmen's Compensation Insurance in accordance with the laws of the State of Colorado, Comprehensive General Liability Insurance (to include contractual liability coverage for whatever liability is assumed by the undersigned in this agreement), and Comprehensive Automobile Liability Insurance. The undersigned's insurance policies shall expressly provide that the insurance companies shall have no right of subrogation against you, your agents or employees, nor the owners of joint interests in the wells operated by you hereunder. The undersigned agrees to furnish you certificates of said insurance for approval prior to the commencement of work hereunder.

If the foregoing correctly sets out the terms and provisions of our understanding and agreement, kindly indicate your acceptance where provided below and return three copies to me for my records.

Very truly yours,

N. C. Ginther

APPROVED this 22 day of February, 1960.

KANSAS-NEBRASKA NATURAL GAS COMPANY,
INC.

By: [Signature]

Page 4

February 5, 1960

ACCEPTED AND AGREED TO this 18
day of March, 1960.

THE BRITISH-AMERICAN OIL PRODUCING COMPANY

By: [Signature] (D)

APPROVED	
LEGAL	1960
PROD.	1960
Acctg.	
OTHER	

THE FRONTIER REFINING COMPANY

By: _____

TENNESSEE GAS TRANSMISSION COMPANY

By: _____

McDANNALD OIL COMPANY

By: _____

STERLING DRILLING COMPANY

By: _____

THE FREMONT PETROLEUM COMPANY

By: _____

J. RAY McDERMOTT & CO., INC.

By: _____

VICTORIA, JOHNSON & COMPANY

By: _____

LITTLE HOOT
120125

BOOK 614 PAGE 456 Reception No. 173062 Recorded 2-16-67

78-A—QUIT CLAIM DEED (Revised 1963)

Donnell Lawrence, Recorder

The Hoffman General Supply House, Lincoln, Neb.

THIS INDENTURE, Made this and day of September, in the year one thousand nine hundred and Sixty-Six, between

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a Kansas corporation, and ASSOCIATED OIL AND GAS CO., a Delaware corporation, parties

of the first part, and

CEDAR CREEK RANCH, INC., a Colorado corporation,

WITNESSETH, that the said parties of the first part, in consideration of the sum of

-----One and no/100----- DOLLARS,

to it duly paid, the receipt whereof is hereby acknowledged has rendered, released, and quit claimed, and by these presents the premises, release, and forever quit claim unto the said party of the second part, and to its successors and assigns forever, all its right, title and interest, in and to all of the following described real estate subject to all pipeline easements of record and right-of-way for all pipelines now installed in, under, over or through the following described real estate:

A tract of land in the Southeast Quarter of Section 10, Township 10 North, Range 54 West, Logan County, Colorado, Beginning at a point 30 feet North of the Southeast corner of said Section 10 running West a distance of 660 feet along the North line of the county road right-of-way; thence North 660 feet; thence East and parallel to the North line of County road right-of-way a distance of 660 feet; thence South 660 feet to the point of beginning.

TO HAVE AND TO HOLD the above described premises unto the said parties, its successors and assigns forever so that neither the said parties nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

ASSOCIATED OIL AND GAS CO.

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

By: *N. C. Ginther* President

By: *John C. ...* President

and
By: *Walter W. Bonhart* Assistant Secretary

and
By: *Glenn ...* Assistant Secretary

STATE OF TEXAS County of HARRIS

Before me, a notary public qualified for said county, personally came

N. C. Ginther, President of Associated Oil & Gas Co.

Known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed

Witness my hand and notarial seal on September 29, 1966
My commission expires: June 1, 1967 *Orvida M. Simpson* Notary Public in and for Harris County, Texas

STATE OF _____ County of _____
Entered on numerical index and filed for record in the Register of Deeds Office of said County the
day of _____, 19____ at _____ o'clock and _____ minutes M.
and recorded in Book _____ of _____ at page _____
Rev. of Deeds By _____ Deputy

STATE OF NEBRASKA County of ADAMS

Before me, a notary public qualified for said county, personally came

Thos. Creigh, Jr., President, Kansas-Nebraska Natural Gas Company, Inc.

Known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness by hand and notarial seal on _____, 1966...

My commission expires _____, 1967.