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Reception No. 406551 Recorded Aug. 4 1958
8:00 o'clock A. M. Donnell Lawrence, Recorder BOOK 504 PAGE 453
ASSIGNMENT

STATE OF COLORADO)
COUNTIES OF) KNOW ALL MEN BY THESE PRESENTS, That:
LOGAN AND ADAMS)

WHEREAS, by instrument dated April 24, 1958 but effective April 1, 1958, Lee A. Yenter and wife, Rachel P. Yenter, and Ben D. Sublett, as Assignors therein, did grant, bargain, sell, transfer, assign and convey unto N. C. Ginther, H. C. Warren and W. L. Ginther an undivided five-sixtieths (5/60ths) interest in and to that certain gas processing plant situated in Logan County, Colorado, and known as the "Yenter Plant" to the extent that same is described therein, to which Assignment reference is here made for all purposes;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid and to be paid by the parties hereinafter named but subject to the terms and provisions hereinafter contained, we N. C. GINTHER, H. C. WARREN and W. L. GINTHER have GRANTED, BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and do hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto the said parties hereinafter named, hereinafter called "Assignees", all that certain percentage interest set forth immediately opposite each of the said Assignee's names, to-wit:

<u>Name</u>	<u>Percentage Interest</u>
Ben D. Sublett	2.5%
Rufus L. West	1.5%
David J. Wallace	1/2 of 1%
W. A. MacNaughton	1/2 of 1%

in and to those certain gas processing plants situated in Logan County, Colorado, and known as the "Yenter Plant" and "Lewis Creek Plant", and

that certain gas processing plant situated in Adams County, Colorado, and known as the "Leader Plant", consisting of the following described properties, to-wit:

PART I.

FIRST

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 (54) 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 reserved by a prior owner of said land.)

SECOND

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.

THIRD

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.

FOURTH

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.

FIFTH

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.

SIXTH

The rights under all products sales agreements and under all other gas processing agreements held, or in the future entered into, in connection with the Yenter Plant.

SEVENTH

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the aforesaid property or any part thereof, whether now owned or hereafter acquired, with the reversion and reversions, remainder

and remainders, rents, issues, income, products and profits thereof, in all the estate, right, title and claims whatsoever, at law as well as in equity, which Grantor now has or may hereafter acquire in and to the aforesaid property or any part thereof, whether now owned or hereafter acquired.

PART II.

FIRST

A tract of land in the Northeast Quarter of the Northeast Quarter (NE/4 of NE/4) of Section One (1), Township Eleven (11) North, Range Fifty-Three (53) West of the Sixth 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 530 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.

SECOND

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.

THIRD

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.

FOURTH

All compressors and compressor station sites (however held,

BOOK 504 PAGE 457
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.

FIFTH

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 operations 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.

SIXTH

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the aforesaid property or any part thereof, whether now owned or hereafter acquired, with the reversion and reversions, remainder and remainders, rents, issues, income, products and profits thereof, in all the estate, right, title and claims whatsoever, at law as well as in equity, which Grantors now have or may hereafter acquire in and to the aforesaid property or any part thereof, whether now owned or hereafter acquired.

PART III

FIRST

The Processing plant located upon unit comprising the E/2 of Section 8, the E/2 of the SW 1/4 of Section 8, and all of Section 17, all in Township 2 South, Range 59 West, constructed for the extraction and manufacture of liquid hydrocarbons from gas and casinghead gas and which plant was erected by Ginther, Warren and Ginther and is known as the "Leader Plant", including all buildings, machinery, equipment, compressors, pipe lines, and related facilities, easements and contracts pertaining to said plant, as well as all personal property located in, upon or around said plant.

This conveyance is made subject to the following contracts:

1. Gas Processing Agreement dated January 15, 1954, entered into by and between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as modified by Supplements Nos. 1, 2 and

3 to said gas processing agreement dated November 1, 1954, et seq.

2. Sales Contract dated August 11, 1954, entered into by and between N. C. Ginther, et al, as Seller, and Phillips Petroleum Company, as Buyer.

3. Any and all other Sales Contracts or Gas Processing Agreements made or entered into subsequent to November 1, 1954, or which may be hereafter made by N. C. Ginther, et al, as Seller or Processor, concerning the said "Yenter Plant".

It is agreed that each of the Assignees herein shall own his respective percentage interest in and to all the rights, titles, options, benefits and privileges which were acquired by N. C. Ginther, H. C. Warren and W. L. Ginther under and by virtue of the said Gas Processing Agreement with Kansas-Nebraska Natural Gas Company, Inc., and should the said Kansas-Nebraska Natural Gas Company, Inc., elect to acquire a forty-nine per cent (49%) working interest in said Yenter Plant pursuant to such agreement, then the percentage interest of Assignees shall be reduced proportionately.

Also, this conveyance is made subject to the terms, provisions and conditions of the Joint Operating Agreement of even date herewith entered into by and between Assignors, as Operators, and Assignees, as Non-Operators, among others.

And for the same considerations, it is agreed by and

between the Assignors hereof and each Assignee that the said Ben D. Sublett, Rufus L. West, David J. Wallace and W. A. MacNaughton do hereby severally grant, assign and convey unto the said N. C. Ginther, H. C. Warren and W. L. Ginther, their heirs, executors, legal representatives and assigns, an option and right to repurchase and reacquire the interest the subject of this assignment of any of said Assignees at the same price and subject to the same terms, provisions and conditions as may hereafter be contained in a bona fide and firm purchase offer from any third party capable of acquiring said interest, and which bona fide offer any of said Assignees is then ready and willing to accept for the sale of his said interest. In this connection, it is understood and agreed that at such time as any of said Assignees shall receive such a bona fide offer to sell his said interest and any of said Assignees are ready and willing to accept the same, said Assignees shall immediately give written notice thereof to Assignors, setting forth the price, terms, provisions and conditions of said offer to purchase and the name of the person or persons, partnership or corporate entity making such bona fide offer, and Assignors shall have fifteen (15) days from the date of said written notice in which to exercise in writing their option herein contained to repurchase and reacquire said interest at the same price and subject to the same terms, provisions and conditions as contained in said written notice to Assignors. Upon receipt of said written notice from any of said Assignees, should Assignors fail to exercise said option and repurchase right within the time prescribed hereinabove, it shall be conclusively presumed that said Assignors have elected not to

exercise that option granted to them herein; but, should Assignors so elect to exercise such option in the manner provided hereinabove, then contemporaneously therewith, payment shall be made by Assignors to Assignee of the consideration therefor and Assignee shall forthwith execute and deliver to Assignors a proper recordable instrument transferring and assigning to Assignors the said interest the subject of said option.

Further, each Assignee hereof does hereby covenant and agree that the full interest owned by them, as more particularly set out in that certain Joint Operating Agreement of even date, shall not be sold, transferred, assigned, conveyed or distributed, other than by devise or inheritance, to others than Assignors in less than its entirety.

As to Assignees Rufus I. West, David J. Wallace and W. A. MacNaughton, this assignment and conveyance shall be effective as of 12:01 o'clock A. M., April 1, 1958. Assignee Ben D. Sublett was the owner of an undivided 1.6667% interest by virtue of a certain assignment to Lee A. Yenter, et ux, et al, dated April 26, 1954, but joined in the reconveyance of said interest to N. C. Ginther, H. C. Warren and W. L. Ginther by that instrument dated April 24, 1958, but effective April 1, 1958, as referred to in the first paragraph hereof. It is understood and agreed between N. C. Ginther, H. C. Warren and W. L. Ginther, the Assignors hereof, and Assignee Ben D. Sublett that there is now conveyed to him by this instrument his original 1.6667% interest, together with another additional .8333% interest, comprising a total of 2.5% interest in and to the properties the subject of this assignment, which assignment, as to the total 2.5% interest, is likewise effective as of 12:01 o'clock A. M., April 1, 1958.

WITNESS OUR HANDS this 28th day of April, 1958.


N. C. Ginther

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H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

ASSIGNORS

Ben D. Sublett
Ben D. Sublett

Rufus L. West
Rufus L. West

David M. Wallace
David M. Wallace

W. A. MacNaughton
W. A. MacNaughton

ASSIGNEES

THE STATE OF TEXAS)
COUNTY OF HARRIS)

21 The foregoing instrument was acknowledged before me this day of May, 1958, by H. C. Ginther, H. C. Warren and W. L. Ginther.

My notarial commission expires June 1, 1959.
Witness my hand and official seal.

Lorene Shippey
Notary Public in and for Harris
County, Texas

STATE OF COLORADO)
COUNTY OF LOGAN)

LORENE SHIPPEY
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

26th The foregoing instrument was acknowledged before me this day of May, 1958, by Ben D. Sublett.

My notarial commission expires April 19, 1959.
Witness my hand and official seal.

Better O. Bullard
Notary Public

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STATE OF COLORADO)
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this
26th day of May, 1958, by Rufus L. West.

My notarial commission expires April 19, 1959.
Witness my hand and official seal.

Better J. Ballard
Notary Public

THE STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this
21 day of May, 1958, by David J. Wallace and W. A. MacNaughton.

My notarial commission expires June 1, 1959.
Witness my hand and official seal.

Lorene Shipp
Notary Public in and for Harris
County, Texas

LORENE SHIPP
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

DEED General Warranty

319-2TW

Crane & Co., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
(COPYRIGHT MATTER)

This Indenture, Made this 9th day of November, A. D. 1953, between

L.A.Yenter and Rachel P.Yenter
Husband and Wife

of Logan County, in the State of Colorado of the first part, and

Kansas-Nebraska Natural Gas Company, Inc.,
a Kansas Corporation
County, in the State of Kansas of the second part,

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred and no Dollars,

the receipt whereof is hereby acknowledged, do es by these presents grant, bargain, sell and convey unto said part y of the second part, its heirs and assigns, all the following-described real estate situated in the County of Logan and State of Colorado, to wit:

A tract of land in the Northeast corner of Lot 1, in Section 3, Township 8 North, Range 54 West, more fully described as follows;

Beginning at a point 33 feet south and 33 feet west of the northeast corner of Section 3-8N-54W in tract number 1; thence west a distance of 200 feet parallel to the north line of said Section 3; thence south a distance of 50 feet parallel to the east line of said Section 3; thence east a distance of 200 feet parallel to the north line of said Section 3; thence north parallel to the east line of said Section 3, to the point of beginning; all mineral and oil rights reserved; So long as said property shall be used by the said Grantee, its successors or assigns, for natural gas gathering, treating, transmission and distribution purposes, otherwise said property shall revert to the Grantors their successors or assigns.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said L.A.Yenter and Rachel P.Yenter for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said part y of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments and incumbrances, of what nature or kind soever;

and that they will warrant and forever defend the same unto said part y of the second part, heirs and assigns, against said part y of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand s, the day and year first above written.

L.A. Yenter
Rachel P. Yenter

COLORADO
State of Kansas

LOGAN

County, ss.

BE IT REMEMBERED, That on this 9th day of November, A. D. 19 53 before me, the undersigned, a Notary public in and for the County and State aforesaid, came L.A.Yenter and Rachel P.Yenter Husband and Wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

My Comm. Expires April 11, 1956
Notary Public
(Term expires 1956)

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Reception No. 439177 Recorded Aug. 1, 1962.

8:00 o'clock A. M. Donnell Lawrence, Recorder

ASSIGNMENT OF GAS PROCESSING AGREEMENTS,
SUBROGATION AND SUBORDINATION AGREEMENTS AND
LEADER PLANT SITE LEASE

YENTER GAS PLANT - JOINT VENTURE

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STATE OF COLORADO)
COUNTIES OF ADAM) KNOW ALL MEN BY THESE PRESENTS, That
AND LOGAN)

WHEREAS there were heretofore executed those certain Gas Processing Agreements as same are more particularly described and set out in Exhibit "A" attached hereto and made a part hereof for all purposes, to each of which instruments as described in said Exhibit "A" reference is here made for all purposes, and which Agreements were entered into by N. C. Ginther, as Processor, on behalf of the Yenter Gas Plant - Joint Venture, in his capacity as Operator thereof, and on behalf of all parties constituting and comprising said Joint Venture,

WHEREAS, as regards a certain 7.87 acre tract of land located in Section 1, Township 11 North, Range 53 West, Logan County, Colorado and being the Lewis Creek Plant Site, there was heretofore executed by Union Pacific Railroad Company on August 17, 1956, a Subrogation of Surface Rights and by instrument dated July 30, 1956, there was also executed by Vaughney & Vaughney a Subordination Agreement with respect to the operations conducted upon the surface of said tract, said last referred to instrument being recorded in Book 482 Page 541, of the records of Logan County, Colorado, and both of which instruments were in favor of N. C. Ginther, H. C. Warren and W. L. Ginther, the then Operator of the Yenter Gas Plant - Joint Venture, copies of which instruments are attached hereto, marked Exhibit "B", and herein referred to for all purposes;

WHEREAS, by instrument dated June 18, 1962, but effective March 1, 1962, George Leasure, for the consideration therein recited, did enter into a certain Surface Lease with N. C. Ginther, et al, covering the East Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (E/2 SE/4 SE/4 SW/4) of Section 8, Township 2 South, Range 59 West of the 6th P. M.,

Adams County, Colorado, as a site for the Leader Plant, to which instrument as recorded reference is here made for all purposes;

WHEREAS all of the owners of undivided interests in the Yenter Gas Plant - Joint Venture except Kansas-Nebraska Natural Gas Company, Inc., have agreed to sell and assign to Associated Oil & Gas Co. all of their undivided interest in and to said Joint Venture as created by the above referred to Joint Venture Agreement, but subject to the aforesaid Joint Operating Agreement and including all of their interest in and to the aforesaid Gas Processing Agreement and all other properties, rights, and agreements, 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, pipelines, 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 the Yenter Gas Plant - Joint Venture, save and except as of the effective date of March 1, 1962, at 7:00 o'clock 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 venture or the operator thereof, comprising, constituting or owned by said Joint Venture or any of the parties participating therein;

WHEREAS, in connection with the transfer of interest in and to the Yenter Gas Plant - Joint Venture and all contracts, agreements, rights, titles and privileges pertaining thereto or a part thereof as aforesaid, the said N. C. Ginther, H. C. Warren and W. L. Ginther do desire to transfer and assign to

Associated Oil & Gas Co. an undivided Fifty-one Percent (51%) interest in and to those agreements as same are contained in Exhibits "A" and "B" hereof, as well as a like undivided interest in and to the June 18, 1962, Surface Lease above referred to;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to them in hand paid by Associated Oil & Gas Company, the receipt and sufficiency of which is hereby acknowledged and confessed, N. C. GINTHER, H. C. WARREN and W. L. GINTHER, 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, an undivided Fifty-one Percent (51%) interest, together with a like portion of their duties, liabilities and obligations, in and to:

1. Each of those certain Gas Processing Agreements as same are more particularly set out in Exhibit "A" attached hereto and made a part hereof;
2. The August 17, 1956, Subrogation Agreement between Union Pacific Railroad Company and N. C. Ginther, H. C. Warren and W. L. Ginther, together with the July 30, 1956, Subordination Agreement from Vaughey & Vaughey to N. C. Ginther, H. C. Warren and W. L. Ginther as same are more particularly set out in Exhibit "B" attached hereto and made a part hereof;
3. June 18, 1962, Surface Lease from George Leasure, as Lessor, to N. C. Ginther, et al, covering the East Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter (E/2 of SE/4 of SE/4 of SW/4) of Section 8, Township 2 South, Range 59 West of the 6th P. M. Adams County, Colorado, for a site for the Leader Plant.

And for the same considerations the Assignors hereof do hereby covenant and agree that they have good right and authority to execute this Assignment of each of the aforesaid instruments, do further covenant and agree that they shall pay or cause to be paid for a period not exceeding 18 months from this date the consideration provided for in that June 18, 1962 Surface Lease hereinabove described and to which reference has been heretofore made for all of its terms and provisions; and Assignors do further covenant and agree to hereafter execute

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such additional instrument or instruments as may be at any time necessary or required in order to transfer and assign unto the Assignee hereof all of those Gas Processing Contracts as described in Exhibit "A" hereof or any other Gas Processing Agreements as may this date be in existence which may have been inadvertently or for any other reason omitted from the Exhibit "A" attached hereto.

And the 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 the instruments the subject of this Assignment, does expressly assume the performance of any and all covenants and obligations therein contained or arising therefrom except with respect to the consideration to be paid for that June 18, 1962 Surface Lease as hereinabove provided; and, except as herein provided with respect to said Surface Lease, does further expressly agree to indemnify and hold Assignors forever harmless from any and all costs, liabilities and expenses arising out of or resulting from Assignee's failure to timely and properly perform any covenant or obligation contained therein.

This instrument shall be effective at 7:00 o'clock A. M., March 1, 1962.

IN WITNESS WHEREOF, this instrument is executed this 3rd day of July, 1962.

N. C. Ginther
N. C. Ginther

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

ATTEST:

ASSOCIATED OIL & GAS CO.

Secretary
Secretary

By: President
PRESIDENT

STATE OF TEXAS)
COUNTY OF HARRIS)

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The foregoing instrument was acknowledged before me on this 5th
day of July, 1962, by N. C. GINTHER.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrews
Notary Public

My Commission Expires:
JUN 1 1963

BERTHA H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 5th
day of July, 1962, by H. C. WARREN and W. L. GINTHER.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrews
Notary Public

My Commission Expires:
JUN

BERTHA H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 5th
day of July, 1962, by Walter D. Maguire, President
of ASSOCIATED OIL & GAS CO.

Witness my hand and notarial seal the date last aforesaid.

Bertha H. Andrews
Notary Public

My Commission Expires:
JUN 1 1963

BERTHA H. ANDREWS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

EXHIBIT "A"

TO

ASSIGNMENT OF GAS PROCESSING AGREEMENTS,
SUBROGATION AND SUBORDINATION AGREEMENTS AND
LEADER PLANT SITE LEASEYENTER GAS PLANT - JOINT VENTURE

1. July 1, 1958 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended by instrument dated July 2, 1958, covering the Union Pacific Railroad Company Lease, Lewis Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
2. July 1, 1958 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended by instrument dated July 2, 1958, covering the Gaylord Lease, Lewis Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
3. July 1, 1958 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended by instrument dated July 2, 1958, covering the Schwake "A", Gillham and Strange Leases, West Peetz Field, and the Narjes, Nelson and Jorritsma Leases, Lewis Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
4. July 1, 1957 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, as amended July 1, 1958, covering the Mittelstadt "C", Ramey, Mittelstadt "B", Bergran "B" Leases, Darby Creek Field; McRoberts "C" and "G" Leases and Rieke "D" Lease, Horsetail Field; Rieke "C" and McRoberts "E" Leases, Cedar Creek North Field; Watts Unit, Cedar Creek Field; Reiners "B" and Roper "D" Leases, Goathill Field; ALL in Logan County, Colorado, and further amended December 8, 1958 and April 3, 1959, to include the Britton "C" and Britton "D" Leases in Southeast Cedar Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
5. June 17, 1955 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, covering certain properties in the Northwest Graylin and Luft Fields, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
6. May 28, 1958 Gas Processing Letter Agreement between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, executed in counterparts, covering the Linde, Strange and Segelke Leases in the Armstrong Field, Logan County, Colorado.
7. April 1, 1957 Gas Processing Contract between The British-American Oil Producing Company, et al, as Supplier, and N. C. Ginther, as Operator

- of the Yenter Gas Plant, as Processor, executed in counterparts, covering the Claver, Monroe "A", "C" and "D" Leases, the Monroe "G", Monroe-Rieke, Wagner "A" and "B", Whittier, Luft "B" and "C", and Morison Leases, in the Northwest Graylin "D" Sand Unit, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
8. July 1, 1957 Gas Processing Contract between Paul F. Barnhart, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther as Processor, as supplemented by May 1, 1958 letter from N. C. Ginther, et al, to Paul F. Barnhart, and as amended July 1, 1958, covering the Mittelstadt "C" Lease, Ramey, Mittelstadt "B" and Bergran "B" Lease, Darby Creek Field; the McRoberts "C" and "G" and Rieke "D" Leases, Horsetail Field; the Rieke "C" and McRoberts "E" Leases, Cedar Creek North Field; and the Watts Unit, Cedar Creek Field, all in Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 9. May 31, 1957 Gas Processing Contract between The New Drilling Co., Inc., et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the McRoberts and Allen Leases, Horsetail Field, Logan County, Colorado, as same has heretofore been assigned by certain of the parties Supplier, and subject to the terms, provisions and conditions thereof.
 10. July 15, 1957 Gas Processing Contract between the Creslenn Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt Lease, Darby Creek Field, Logan County, Colorado, as amended by February 4, 1958 Letter Agreement dedicating the "D" Sand only to said Processing Contract and adding, in addition to the Mittelstadt Lease, the Ramey Lease as therein described, and subject to the terms, provisions and conditions thereof.
 11. July 1, 1957 Gas Processing Contract between The Frontier Refining Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as amended by instrument dated July 1, 1958, covering the Mittelstadt "C", Ramey "D" and Mittelstadt "B" Leases in the Darby Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 12. July 1, 1957 Gas Processing Contract between The Frontier Refining Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Roper "D" and Reiners "B" Leases, Goat Hill Field, Logan County, Colorado.
 13. July 1, 1958 Gas Processing Contract between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and N. C. Ginther as Operator of the Lewis Creek Gasoline Plant, as Processor, covering the Schwake "A" and "B", Gillham and Strange Leases in the West Peetz "D" Sand Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 14. March 15, 1960 Gas Processing Contract between Kansas-Nebraska Natural Gas Company, Inc., as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the Casement-Smith, Monroe and Hettinger Leases, West Amber Field; State Lease, West Amber Field; Fuller-State Lease in Logan Field; and the Writebol Lease in the Shield Field; the State "B" Lease in the Little Hoot Field; including Amendment No. 1 dated September 13, 1960, as to the Dollershell "A" and Brainard Leases in the Shield Field; Amendment No. 2, dated January 4, 1961, as to the McRoberts "G" and Rieke "D" Leases in Horsetail Field; Amend-

- ment No. 3, dated March 20, 1961, as to the Hume Lease in Mt. Hope Field; and Amendment No. 4, dated January 22, 1962, as to the Knudsen Lease in the Minto Field; ALL in Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
15. February 10, 1961 Gas Processing Contract between Kimbark Exploration Company, as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the State Lease in the Elm Grove Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 16. July 1, 1958 Gas Processing Contract between Lewis Bros., Inc., et al, as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the Hoxie Lease in the Key Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 17. October 30, 1957 Gas Processing Contract between Pan American Petroleum Corporation, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Supplier, covering Supplier's properties in the Elm Grove Field, Logan County, Colorado, as therein described, and subject to the terms, provisions and conditions thereof.
 18. July 1, 1957 Gas Processing Contract between J. Ray McDermott & Co., Inc., as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt "C" Lease, Ramey, Mittelstadt "B", Bergran "B" Leases in the Darby Creek Field; the McRoberts "C" and "G" Leases and the Rieke "D" Lease in Horsetail Field; the Rieke "C" and McRoberts "E" Leases in the Cedar Creek North Field; the Watts Unit, Cedar Creek Field; and the Reiners "B" and Roper "D" Leases in Goat Hill Field; ALL in Logan County, Colorado, as amended July 1, 1958, and as supplemented by May 1, 1958 Letter Agreement from N. C. Ginther, et al, and subject to the terms, provisions and conditions thereof.
 19. January 14, 1958 Gas Processing Contract between Plains Exploration Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the State of Colorado and State "J" Leases, Atwood East Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 20. March 14, 1955 Gas Processing Contract between Plains Exploration Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Luft Lease in the Luft Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 21. July 1, 1958 Gas Processing Contract between Pubco Petroleum Corporation, as Supplier, and Yenter Gas Plant - Joint Venture, as Processor, covering the Hoxie Lease, Key Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 22. February 27, 1958 Gas Processing Contract between Raymond Oil Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the State Lease, Elm Grove Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
 23. February 13, 1957 Gas Processing Contract between Ryan Oil Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Supplier, covering the Edens Lease, Logan County, Colorado, and

subject to the terms, provisions and conditions thereof.

24. May 11, 1956 Gas Processing Contract between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering certain properties as therein described, in Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
25. March 22, 1957 Casinghead Gas Purchase Contract between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt Lease in the Darby Creek Field, Logan County, Colorado, as amended by Letter Agreement dated May 22, 1957, which Contract was assigned by Processor to Kansas-Nebraska Natural Gas Company, Inc., effective June 1, 1957, but by the terms of which Assignment the processing rights therein were reserved and subject to the Letter Agreement and Assignment thereof.
26. October 30, 1957 Gas Processing Contract between Shell Oil Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the properties therein described in the Elin Grove Field and Atwood East Field, Logan County, Colorado, as amended May 15, 1958, to include the Hoxie Lease in the Key Field, Logan County, Colorado, and further amended July 31, 1958, to include certain properties in the Dune Ridge Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof and all amendments thereto.
27. July 1, 1957 Gas Processing Contract between South Texas Development Company and C. S. Atchison, et al, all as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Bergren "B" Lease, Darby Creek Field, Logan County, Colorado, as amended July 1, 1958, and subject to the terms, provisions and conditions thereof.
28. July 1, 1957 Gas Processing Contract between Tennessee Gas Transmission Company, et al, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering the Mittelstadt "C", Ramey "D" and Mittelstadt "D" Leases in the Darby Creek Field; the Roper "D" and Reimers "B" Leases in Goat Hill Field; and the Watts Unit in Cedar Creek Field; ALL in Logan County, Colorado, as amended July 1, 1958, and subject to the terms, provisions and conditions thereof.
29. June 27, 1955 Gas Processing Contract between The Texas Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, covering Supplier's properties in the Northwest Graylin and Luft Fields, Logan County, Colorado, as amended December 6, 1955, to include Supplier's Monroe Lease in Logan County, Colorado, and further amended December 6, 1957, with respect to unitization and other matters therein set out, and subject to the terms, provisions and conditions thereof.
30. July 1, 1957 Gas Processing Contract between Vaughey & Vaughey, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as amended by instrument dated July 1, 1958, covering the Watts Unit, Cedar Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.
31. July 1, 1957 Gas Processing Contract between Victoria, Johnson & Company, as Supplier, and N. C. Ginther, H. C. Warren and W. L. Ginther, as Processor, as amended July 1, 1958, covering the Watts Unit, Cedar

Creek Field, Logan County, Colorado, and subject to the terms, provisions and conditions thereof.

32. July 24, 1959 Letter Agreement between Kansas-Nebraska Natural Gas Company, Inc., and N. C. Ginther, and August 10, 1959 Letter Agreement between the same parties, regarding delivery of the Minnie Smith gas to the Lewis Creek compressor, Logan County, Colorado.

together with any and all other Gas Processing Contracts heretofore entered into by, for or on behalf of Yenter Gas Plant - Joint Venture or the participants therein and which may have been inadvertently omitted from those agreements as listed above, it being intended to include herein all such agreements with producers or suppliers of gas by and under which said Joint Venture processes gas through its various plant facilities from various properties of such producers located in Logan County, Colorado, as more particularly described in each of said Contracts and irrespective of whether, and without any representation, covenant or warranty by Assignor, the properties the subject of each of said agreements are at this date still producing gas for processing by said Joint Venture.