

Section No. 438983 Date July 24 1962
8:00 o'clock A M. D. Jones Lawrence R.

QUIT CLAIM DEED

STATE OF COLORADO 0
COUNTY OF LOGAN 0

KNOW ALL MEN BY THESE PRESENTS:

THAT we, RUFUS I. WEST, also known as R. I. WEST, joined herein by his wife, MARY O. WEST, for and in consideration of the sum of TEN DOLLARS (\$10.00) to them in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, have QUIT CLAIMED and by these presents do hereby QUIT CLAIM, unto N. C. GINTHER, his heirs, successors and assigns, all of our right, title, interest, claim and demand in and to the following described tract of land situated in Logan County, Colorado, to-wit:

A tract of land in the Southwest Quarter (SW/4) of Section 15, Township 9 North, Range 52 West of the 6th P. M., Logan County, Colorado, 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.

together with all and singular our right, title, interest, estate, claim and demand in and to the hereditaments and appurtenances thereto

belonging or in anywise pertaining;

TO HAVE AND TO HOLD the above released rights, titles, interests, claims and demands to the said N. C. GINTHER, his heirs, successors and assigns forever.

IN TESTIMONY WHEREOF witness our hands this 22nd day of June, 1962.

Rufus I. West
RUFUS I. WEST
(Also known as R. I. West)

Mary O. West
MARY O. WEST

THE STATE OF Colorado 0

COUNTY OF Payson 0

The foregoing instrument was acknowledged before me this 9 day of July, 1962, by RUFUS I. WEST (Also known as R. I. West) and MARY O. WEST.

WITNESS my hand and notarial seal the date last aforesaid.

[Signature]
Notary Public

My commission expires:

FEES PAID UNDER S. B. No. 221
FILE PAID UNDER PROTEST
FILE EXCLUDED

120128
120128
LH, P.

Reception No. 139179 Recorded Aug. 1, 1962.
8:00 o'clock A. M. Donnell Lawrence, Recorder

DEED

BOOK 558 PAGE 443

PADRONI JOINT VENTURE

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

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

558 444

2. A certain tract of land in the Southeast Quarter (SE/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 Gerhardt
Ernest Gerhardt

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

RESIGNATION AND RELEASE OF OPERATOR
PADRONI JOINT VENTURE

WHEREAS, by instrument dated January 1, 1959, a certain Joint Operating Agreement for Padroni Joint Venture was entered into by the owners of said Joint Venture, which instrument provided for the operation of the particular properties as therein defined comprising the Padroni Joint Venture, but subject to the various terms and provisions thereof and to which instrument reference is here made for all purposes;

WHEREAS, since January 1, 1959, N. C. Ginther, individually, has served in the capacity of Operator of said Padroni Joint Venture subject to the terms and provisions of the aforementioned Joint Operating Agreement and a certain Gas Processing Agreement and Joint Venture Agreement of January 1, 1959, and certain other contracts and agreements entered into by N. C. Ginther during the course of which, in his capacity as Operator thereof, he acted for the Padroni Joint Venture and on behalf of all of the participants therein;

WHEREAS, N. C. Ginther, individually, is selling his interest in the Padroni Joint Venture, including all plant and plant properties as same is defined in the aforementioned Joint Operating Agreement and certain of the Non-Operators under the aforementioned Joint Operating Agreement are likewise making a sale of their interest in the aforesaid Joint Venture to the same extent as N. C. Ginther;

WHEREAS, in accordance with Section 14 of the Joint Operating Agreement above referred to, it is provided that the Operator thereunder shall cease to serve in such capacity effective with such sale, and the said N. C. Ginther, Operator of the Padroni Joint Venture, does desire to resign as Operator effective with the aforementioned sale and be forthwith relieved and released from all duties, responsibilities, liabilities and obligations as the Operator of the Padroni Joint Venture;

NOW, THEREFORE, for and in consideration of the premises aforesaid, N. C. GINTHER does hereby give Notice of Intent to RESIGN and does

hereby RESIGN as Operator of the Padroni Joint Venture effective at 7:00 o'clock A. M., March 1, 1962, and the undersigned Non-Operators comprising all of the Non-Operators or successors thereto of the Padroni Joint Venture since January 1, 1959, have and do hereby RELIEVE and RELEASE N. C. GINTHER of and from all duties, responsibilities, liabilities and obligations for that period from January 1, 1959, to 7:00 o'clock A. M., March 1, 1962, it being understood and agreed that any and all claims, liabilities, objections or disputes, known or unknown, express or implied, whether arising before or after this date and whether under the Joint Venture Agreement, Joint Operating Agreement or otherwise by reason of or in connection with the conduct of the operation of this Joint Venture by N. C. Ginther are forever expressly waived and cancelled and the undersigned do hereby fully and finally RELEASE and RELIEVE N. C. Ginther of and from any and all liabilities, obligations, duties or responsibilities that may have been incurred by him or accrued at any time prior to March 1, 1962.

The resignation of N. C. Ginther as Operator of the Padroni Joint Venture is and shall be effective at 7:00 o'clock A. M., March 1, 1962.

It is further understood and agreed that for that period subsequent to 7:00 o'clock A. M., March 1, 1962, until the date of this instrument, same being the closing date of the sale to Associated Oil & Gas Co. of the interest of certain of the participants of the Padroni Joint Venture, as aforesaid, N. C. Ginther has performed the duties of Operator as Agent for Associated Oil & Gas Co. and, in this connection, it is expressly here provided and agreed that all expenditures made by N. C. Ginther in the course of such operation of those properties comprising the Padroni Joint Venture, for and on behalf of Associated Oil & Gas Co., together with all sales of product made during said period, have been properly made and accounted for and are applicable to the periods as same are recorded in the books and records of said Padroni Joint Venture and as same are the subject of a certain Account

Agreement of even date herewith between N. C. Ginther, et al, and Associated Oil & Gas Co.; and further, N. C. Ginther is hereby released and relieved of any and all liabilities therefor by Associated Oil & Gas Co., which release is so evidenced by the joinder of Associated Oil & Gas Co. in this instrument and for that purpose only.

IN WITNESS WHEREOF, this instrument is executed this 5th day of July, 1962.

OPERATOR

N. C. Ginther
N. C. Ginther

NON-OPERATORS

H. C. Warren
H. C. Warren

W. L. Ginther
W. L. Ginther

Frank H. Walsh, Jr.
Frank H. Walsh, Jr.

ATTEST:

KANSAS-NEBRASKA NATURAL GAS
COMPANY, INC.

Glenn A. Bierstedt
Secretary

By [Signature]
Vice President

ATTEST:

ASSOCIATED OIL & GAS CO.

[Signature]
Secretary



THE STATE OF TEXAS

BOOK 558 PAGE 449

COUNTY OF HARRIS

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

WITNESS my hand and notarial seal the date last aforesaid.



My commission expires: _____

Bertha H. Andrus
Notary Public in and for
Harris County, Texas

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

THE STATE OF TEXAS

COUNTY OF HARRIS

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

WITNESS my hand and notarial seal the date last aforesaid.



My commission expires: 6-1-63

Bertha H. Andrus
Notary Public in and for
Harris County, Texas

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

State of Colorado 0
County of Logan 0

The foregoing instrument was acknowledged before me on this the 28 day of June, 1962, by FRANK H. WALSH, JR.

WITNESS my hand and notarial seal the date last aforesaid.



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

Silas M. Hamilton
Notary Public in and for
Logan County, Colorado

THE STATE OF TEXAS

COUNTY OF HARRIS

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

WITNESS my hand and notarial seal the date last aforesaid.



My commission expires: 6-1-63

Bertha H. Andrus
Notary Public in and for
Harris County, Texas

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

BOOK 558 PAGE 450

STATE OF NEBRASKA)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me on this
the 29th day of June, 1962, by J. D. FOLD, JR.
Vice President of KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

WITNESS my hand and notarial seal the date last aforesaid.

Mary H. Largent
Notary Public/in and for
Adams County, Nebraska



2584117
7201211
2584112
2584115
JP

Reception No. 439181 Recorded Aug. 1, 1962.
8:00 a.m. Jack A. M. Donnell Lawrence, Recorder

LIEN AGREEMENT

STATE OF COLORADO)
COUNTIES OF LOGAN)
AND MORGAN)

BOOK 558 PAGE 451

There has heretofore been executed an Agreement of Sale and Purchase by and between Associated Oil & Gas Co., as Buyer, and N. C. Ginther, et al, as Sellers, which Agreement is herein incorporated by reference for all purposes and which Agreement provides for performance of certain obligations by Associated Oil & Gas Co. with reference to the shares of Associated Oil & Gas Co. common stock which are part of the consideration for that sale and purchase to which reference is made. Said obligations are more particularly set out in Article 3 of the Agreement.

* NOW, THEREFORE, for and in consideration of the premises, to secure the obligations above referred to, a Vendor's Lien was retained by Sellers, and Associated Oil & Gas Co., a Delaware corporation, has granted and confirmed and does hereby grant and confirm said Vendor's Lien subject to the terms and provisions hereof, upon all properties and facilities comprising the Yenter Gas Plant - Joint Venture, Padroni Joint Venture, Vallery Plant Joint Venture and the Goodrich-Roggen Joint Venture 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, contracts, permits, agreements, claims, rights and interests of every nature pertaining to the properties,

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 any of said Joint Ventures or any of the parties participating therein.

Both Buyer and Sellers acknowledge by their execution of this instrument that \$1,153,106.²⁷ of the cash consideration that is being paid by Buyer to Sellers for the purchase of the properties the subject of the aforementioned Agreement of Purchase and Sale has been advanced by Bank of the Southwest National Association, Houston, for the account of Associated Oil & Gas Co. under loan agreements with Associated Oil & Gas Co. and with the understanding of both Sellers and Buyer that Bank of the Southwest National Association, Houston, would have a first and prior Vendor's Lien against all of the property, real and personal, included in the aforesaid sale in order to secure repayment of the debt of Associated Oil & Gas Co. to Bank of the Southwest National Association, Houston, and that said Vendor's Lien would be in addition to the Deed of Trust and Chattel Mortgage executed by Associated Oil & Gas Co. to Bank of the Southwest National Association, Houston, on this date.

It is therefore further understood and agreed that the said Vendor's Lien of Sellers shall be subordinated to a certain first Deed of Trust Lien as evidenced by a certain Deed of Trust this date given by Associated Oil & Gas Co. for the benefit of the Bank of the Southwest National Association, Houston, a national banking corporation with its principal place of business in Houston, Texas, and the agreed Vendor's Lien in favor of said Bank as above recited, all in the principal sum of \$1,250,000.00, but said Vendor's Lien of Sellers shall only be subordinated to the aforementioned Lien in favor of such Bank. Such Vendor's Lien was retained and is hereby confirmed and granted against the interest in

those properties and the aforesaid Joint Ventures this date conveyed in accordance with that Agreement of Sale and Purchase heretofore mentioned, until the obligations of Associated Oil & Gas Co., as set out in Article 3 of the aforementioned Agreement of Sale and Purchase, have been performed in accordance with the terms and provisions as therein set out, at which time such deeds and related instruments of conveyance from N. C. Ginther, H. C. Warren and W. L. Ginther, et al, to Associated Oil & Gas Co. shall become absolute.

This Agreement shall be binding upon the parties thereto, their successors and assigns.

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

IN WITNESS WHEREOF, this instrument is executed this 5th day
of July, 1962.

ATTEST:

[Signature]
Secretary

ASSOCIATED OIL & GAS CO.

By:

[Signature]
PRESIDENT

N. C. Ginther, H. C. Warren and W. L. Ginther, both individually and jointly as
Agents of all Sellers:

[Signature]
N. C. Ginther

[Signature]
H. C. Warren

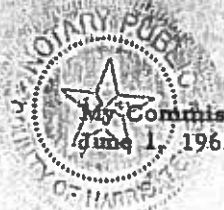
[Signature]
W. L. Ginther

BOOK 558 PAGE 454

STATE OF TEXAS)
COUNTY OF HARRIS)

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

WITNESS my hand and notarial seal the date last aforesaid.



My Commission Expires:
June 1, 1963.

Bertha H. Andrus
Notary Public
BERTHA H. ANDRUS, NOTARY PUBLIC
IN & FOR HARRIS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF HARRIS)

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

WITNESS my hand and notarial seal the date last aforesaid.



My Commission Expires:
June 1, 1963.

Bertha H. Andrus
Notary Public

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

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this the 5th day of July, 1962, by Walter S. Maguire PRESIDENT, of ASSOCIATED OIL & GAS CO., a Delaware corporation.

WITNESS my hand and notarial seal the date last aforesaid.



My Commission Expires:
June 1, 1963.

Bertha H. Andrus
Notary Public

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

253411
26125
265415

Instrument No. 139184 Recorded Aug. 1, 1962.

8100 1st Sec. 4. Default, Foreclosure, Receiver

DEED OF TRUST, MORTGAGE, CHATTEL
MORTGAGE AND ASSIGNMENT

THE STATE OF COLORADO
COUNTIES OF LOGAN AND
MORGAN

BOOK 558 PAGE 455

That ASSOCIATED OIL & GAS CO., a Delaware corporation with permit to do business in Texas and with its principal office and place of business in the City of Houston, Harris County, Texas, herein sometimes called "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by E. C. Edens, Jr., Trustee, the receipt of which is hereby acknowledged, and for and in consideration of the debt and trusts hereinafter mentioned, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY, unto E. C. Edens, Jr., of Houston, Harris County, Texas, as Trustee, hereinafter called "the Trustee", and to his successor or successors or substitute in this trust, forever, the following described real and personal property located in Logan and Morgan Counties, Colorado:

1.

All of the real and personal property and contractual rights which Grantor herein has acquired from N. C. Ginther, H. C. Warren, W. L. Ginther and other parties represented by them and Kansas Nebraska Natural Gas Company (or from any one or more of them) located in Logan and Morgan Counties, Colorado, or pertaining to gas processing operations carried on in said two counties or pertaining to gas processing plants located in said counties. Without in any way limiting any other descriptions contained in this instrument, Grantor warrants that it owns good title to and there is hereby conveyed and assigned herein all of the properties, both real and personal, and contractual rights and interests described and identified in Exhibit "A" attached to and made a part of this instrument and incorporated herein for all purposes as fully as if set out at length at this point (said descriptions are taken from various deeds, assignments and bills of sale made to Associated Oil & Gas Company by N. C. Ginther, et al, effective March 1, 1962, in fulfillment of a contract of purchase between N. C. Ginther, H. C. Warren and W. L. Ginther, et al, as Sellers and Associated Oil & Gas Company as Purchaser).

Without limiting the other descriptions herein, Grantor has agreed to include in this conveyance to the Trustee herein, and there is hereby conveyed, all of the Grantor's undivided interest in and to the following Joint Ventures, as same are now constituted and comprised, 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, supply inventories and 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 following Joint Ventures and the properties and contracts belonging to said Joint Ventures:

(a) All of the Grantor's undivided interest, being and undivided 51% interest, in and to the "Yenter Gas Plant - Joint Venture" as created by the April 1, 1958, Joint Venture Agreement between Kansas Nebraska Natural Gas Company, Inc., as First Party and N. C. Ginther, et al, as Second Party, as said agreement may have been amended and supplemented, and in and to all of the gas processing plants, personal properties and contracts belonging to said Joint Venture. Reference is here made to said Joint Venture Agreement for all purposes.

(b) All of the Grantor's undivided thirty three and one-third per cent (33-1/3%) interest in and to the "Padroni Joint Venture" as created by the January 1, 1959, Joint Venture Agreement between Kansas Nebraska Natural Gas Company, Inc., as First Party, and N. C. Ginther, et al, as Second Party, as said agreement may have been amended and supplemented, and in and to all of the gas processing plants, personal properties and contracts belonging to said Joint Venture. Reference is here made to said Joint Venture Agreement for all purposes.

(c) All of the Grantor's undivided one-half (1/2) interest in and to the "Vallery Plant Joint Venture" as created by the July 1, 1958, Joint Venture Agreement between Excelsior Oil Corporation and N. C. Ginther, as said agreement may have been amended and supplemented, and in and to all of the gas processing plants, personal properties and contracts belonging to said Joint Venture. Reference is here made to said Joint Venture Agreement for all purposes.

(d) All of the Grantor's undivided fifty per cent (50%) interest in and to the "Goodrich-Roggen Joint Venture" as created by the August 14, 1958, Joint Venture Agreement between Excelsior Oil Corporation and Natural Gas Products Company, as said agreement may have been amended and supplemented, and in and to all of the gas processing plants, personal properties and contracts belonging to said Joint Venture. Reference is here made to said Joint Venture Agreements and all assignments and supplemental or amendatory agreements, for all purposes.

3.

Further, without limiting the foregoing description, Grantor has agreed that this deed of trust and mortgage shall cover and include and there is hereby granted, conveyed and assigned to the Trustee, his successors, all of the lands and interests in land and all mortgageable personal properties owned by Grantor and situated in Logan and Morgan Counties, Colorado, together with all gas processing rights and other contractual rights owned or held by Grantor with regard to gas processing plant operations conducted in said two counties. All additional real estate and mortgageable personal property hereafter (prior to the final release hereof) acquired by Grantor in Logan and Morgan Counties, Colorado, are also conveyed and assigned hereby as part of the mortgaged properties along with the benefit of any future contracts, easements, leases, and franchises hereafter acquired by Grantor in connection with gas processing plant operations carried on or conducted in Logan and Morgan Counties, Colorado, by Grantor or any Joint Venture in which Grantor has an interest.

All of the above described properties, rights, et cetera (and including after-acquired properties included herein), are herein sometimes referred to as the "Mortgaged Properties" and are conveyed and assigned together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid Mortgaged Properties or any part thereof, with all reversions, remainders, tolls, revenues, rents, issues, proceeds, earnings, incomes, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Grantor now has or may hereafter acquire in and to the aforesaid Mortgaged Properties, and every part and parcel thereof. The fact that some types of properties or interests are included in several paragraphs of the description is not intended in any way to limit the effect of the more general descriptions.

TO HAVE AND TO HOLD the aforesaid Mortgaged Properties and interests, together with all and singular the rights, privileges, contracts and appurtenances now or hereafter at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, unto the Trustee and to his successor or successors or substitute hereunder, forever; and Grantor hereby binds and obligates Grantor, and Grantor's successors and assigns, to warrant and forever defend, all and singular, the said Mortgaged Properties and interests unto the Trustee, his successor or successors or substitute hereunder, forever, against the lawful claims of any and all persons whosoever claiming, or to claim the same, or any part thereof.

This conveyance is made in trust, however, upon the terms and provisions hereinafter set out to secure the full and final payment of all sums owing or to become owing, including principal, interest and attorney's fees, upon the note of Grantor to Bank of the Southwest National Association, Houston, Houston, Texas, more fully hereinafter described below under "Indebtedness

Secured", and also all other items of indebtedness described under Article I below.

And Grantor for itself, and its successors, has COVENANTED, DECLARED and AGREED with the Trustee for the use and benefit of Bank of the Southwest National Association, Houston, herein called "Noteholder", and its successors and assigns, and does by these presents COVENANT, DECLARE and AGREE as follows:

ARTICLE I.

INDEBTEDNESS SECURED

1.1 This deed of trust, mortgage, chattel mortgage and assignment (herein called the "Mortgage") is made to secure and enforce the following note, obligations, indebtedness and liabilities, all of which are included within the term "Indebtedness Secured":

(a) Particularly Described Note (the "Note"):

All amounts owing or to become owing, including principal, interest and attorney's fees, on a promissory note dated September 15, 1961, executed by Associated Oil & Gas Co., for the principal sum of FIVE MILLION DOLLARS (\$5,000,000.00), payable to Bank of the Southwest National Association, Houston, or its order, at its office in the City of Houston, Harris County, Texas, bearing interest at the rate of six per cent (6%) per annum, interest payable monthly as it accrues, the principal of said note being due and payable in monthly installments of not less than EIGHTY-THREE THOUSAND THREE HUNDRED THIRTY THREE AND 33/100 DOLLARS (\$83,333.33) each, the first such monthly installment being due and payable on the 10th day of October, 1961, and a like installment being due and payable on the same day of each successive month thereafter until the 10th day of September, 1964, when the entire unpaid balance of said note shall be due and payable, together with all interest accrued thereon; said Note contains provisions for acceleration of maturity and the payment of ten per cent (10%) attorney's fees upon contingencies therein stated. Reference is here made to said Note for all of its terms and provisions.

(b) All indebtedness arising pursuant to the provisions of this Mortgage and any other security instruments or loan agreements which Grantor has, either alone or with others, executed, or in the future may execute, to secure the Note described above, or any renewal or rearrangement of said Note.

(c) All renewals, extensions and rearrangements of the indebtedness described in (a) and (b) above.

(d) Other Indebtedness and Future Indebtedness Secured:

This Mortgage shall further secure all sums owing or hereafter at any time prior to the final release hereof to become owing by Grantor to Noteholder, whether

PROPERTIES PERTAINING TO PLANT
OPERATED UNDER THE VALLERY GAS
PLANT - JOINT VENTURE

An undivided one-half (1/2) interest in and to the following described property, all situated in the County of Morgan, State of Colorado, to-wit:

Five (5) acres in the East Half of the Southeast Quarter (E/2 SE/4) of Section 15, Township 3 North, Range 59 West, of the 6th P.M., Morgan County, Colorado, more particularly described as:

Beginning at a point 50 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 15; thence in a westerly direction and parallel to the north section line a distance of 330 feet; thence in a northerly direction 660 feet parallel to the East line of said Section; thence in an easterly direction 330 feet parallel to the North section line; thence 660 feet in a southerly direction along the East line of said Section, to the Point of Beginning,

SAVE AND EXCEPT all oil, gas and other minerals in and under and that may be produced from said premises and being the same property more particularly described in a certain February 8, 1957 Deed from Irene Doyle to Russell Engineering Corporation, recorded in Book 584, page 173, of the records of Morgan County, Colorado, and in a July 1, 1958 Deed from Russell Engineering Corporation to N. C. Ginther and Excelsior Oil Corporation, recorded in Book 604, page 37 of the records of Morgan County, Colorado, to each of which instruments, as above referred to, reference is here made for all purposes;

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including, but not limited to, all real estate, real property, leases, easements, rights-of-way and interest 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, repair facilities, supply inventory, and 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 Vallery Plant Joint Venture.

Reception No. 439266 Recorded: Aug 3 1962
8:00 o'clock A. M. Donnell Lawrence, RecorderQUIT CLAIM DEEDTHE STATE OF COLORADO 0
COUNTY OF LOGAN 0 KNOW ALL MEN BY THESE PRESENTS:

THAT I, GLORIA G. WALSH, ^{also known as Gloria A. Walsh} wife of FRANK H. WALSH, JR.,
of Sterling, Logan County, Colorado, for and in consideration of
the sum of TEN DOLLARS (\$10.00) to her in hand paid, the receipt
and sufficiency of which is hereby acknowledged and confessed, has
QUIT CLAIMED and by these presents does hereby QUIT CLAIM,
unto ASSOCIATED OIL & GAS CO., a Delaware corporation, its
successors and assigns, all of my right, title, interest, claim and
demand in and to the following described tracts of land situated in
Logan County, Colorado, to-wit:

1. A tract of land comprising 7.87 acres, more or less, in the Northeast Quarter of the Northeast Quarter (NE/4 NE/4) of Section 1, Township 11 North, Range 53 West of the 6th P. M., Logan County, Colorado, as same is more particularly described in a certain Deed dated March 9, 1956, from Hugh D. Williams and Lula O. Williams to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as therein contained, which Deed is recorded in Book 478, Page 353, Records of Logan County, Colorado, and which instrument is more particularly described by metes and bounds as follows:

Beginning at a point on the East line of said Northeast Quarter (NE/4) 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 point of beginning.

2. A tract of land comprising 5 acres, more or less, in Lot 8 of Section 2, Township 8 North, Range 54 West, Logan County, Colorado, as same is more particularly described in a certain Deed dated March 9, 1954, from John Ziegler and Oscar Ziegler to N. C. Ginther, H. C. Warren and W. L. Ginther but subject to the terms and provisions as

1/20 1962 (4-11-62) S. N. No. 723
FOR PAID UNDER PROTEST
PER REC'D

therein contained, which Deed is recorded in Book 439, Page 50, Records of Logan County, Colorado, and which instrument is more particularly described by metes and bounds as follows:

Commencing at a point on the Northwest corner of said Lot 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.

3. A tract of land in the Southwest Quarter (SW/4) of Section 15, Township 9 North, Range 52 West of the 6th T. M., Logan County, Colorado, 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-Northwest 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.

together with all and singular my right, title, interest, estate, claim and demand in and to the hereditaments and appurtenances thereto belonging or in anywise pertaining;

TO HAVE AND TO HOLD the above released rights, titles, interests, claims and demands to the said ASSOCIATED OIL & GAS CO., its successors and assigns forever.

IN TESTIMONY WHEREOF witness my hand this 22nd day of June, 1962.

Gloria A. Walsh
GLORIA A. WALSH, also known as

Gloria A. Walsh
Gloria A. Walsh

BOOK 559 PAGE 26

THE STATE OF ~~COLORADO~~ ^{WASHINGTON} 0
COUNTY OF ~~LOGAN~~ ^{CLARK} 0

The foregoing instrument was acknowledged before me this
the 29th day of JUNE, 1962, by GLORIA G. WALSH.

WITNESS my hand and notarial seal the date last aforesaid.



William E. Bishop
Notary Public in and for STATE OF WASHINGTON
~~Logan County, Colorado~~ RESIDING AT VANCOUVER

My commission expires:

OCT 24, 1964

STATE OF COLORADO)
(ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 30th
day of July, 1962, by Gloria G. Walsh, also known as Gloria A. Walsh.

Witness my hand and notarial seal.

My commission expires:

July 27, 1964

Gay Palente
Notary Public

120121
120125

P
CH

Acceptance No. 441499 Recorded Nov 26 1962
8:00 o'clock A. M. Donnell Lawrence, Recorder BOOK 562 PAGE 285

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:

Geo. W. Garhart
Assistant Secretary
Geo. W. Garhart

KANSAS-NEBRASKA NATURAL GAS COMPANY, INC.

By Thos. Creigh, Jr.
President
THOS. CREIGH, JR.

ATTEST:

James H. Wickstrom
Assistant Secretary

ASSOCIATED OIL & GAS CO.

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

STATE OF NEBRASKA)

SS

COUNTY OF ADAMS)

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

WITNESS my hand and notarial seal the date last aforesaid.



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

My Commission Expires: October 23, 1965

STATE OF TEXAS)

SS

COUNTY OF HARRIS)

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. Roland Miller
Notary Public in and for Harris County, Texas

My Commission Expires: June 1, 1963

This Agreement, made and entered into April 6, 1928, 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 ~~Anthony Norton and Charles W. Koppelman~~ 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 \$30.00 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 employees, 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:

A's to Form

Raymond E. K.
Law Dept.

By 4/2/2007 General Manager

General Manager

As to Property Interests

Joe Kelley
Lead Dept.

RECEIVED

THE UNIVERSITY OF CHICAGO

Auto Description

P.W. L. D.
Engineering Dept.

XXXXXX

7-230161X

N. C. Ginther

H. C. Warren

W. L. Ginther

Co-Owner, B

By *[illegible]*
Date: *[illegible]*



W.D. & H.O. WOODS
Sterling Division

Track to mine

GUTHRIE, MARELL AND GUTHRIE

N.P. 105, 10

PAID
Booth County, Colo.
Scale 2"=100'

Office of Assistant Chief Engineer
Interior, Bureau of Land Management
1000-100

Approved:

R. W. Scott
Assistant Chief Engineer

1012

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} ~~Boegan~~ 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.

March 10, 1960,
It is understood and agreed by you and the undersigned that; effective ~~November 1959~~, 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

design'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 2nd 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: *McDermott* (D)

APPROVED	
LEGAL	126
PH. J.	126
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: _____

120128

Recorded at 8:00 o'clock A. M. Feb 4 1965
Reception No. 159516 Donnell Lawrence Recorder
BOOK **591** PAGE **407**

KNOW ALL MEN BY THESE PRESENTS, That CLEO G. WHITCOMB and ALBEINA WHITCOMB of the County of Logan, and State of Colorado, for the consideration of Ten Dollars and other valuable consideration in hand paid, hereby sell and convey to KANSAS-NEBRASKA NATURAL GAS COMPANY, INC., a corporation, of the County of Logan, and State of Colorado, the following real property, situate in the County of Logan and State of Colorado, to-wit:

A tract of land in the Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township Nine (9) North, Range Fifty-two (52) West of the 6th P.M., Logan County, Colorado, more particularly described as follows:

Commencing at a point on the West line of said Section 15, which point is 1350 feet North of the Southwest corner of said Section 15, as a place of beginning; thence North along the West line of said Section 15 a distance of 400 feet; thence Easterly and parallel to the South line of said Section 15 a distance of 480 feet; thence Southerly and parallel to the West line of said Section 15 a distance of 920 feet; thence Westerly and parallel to the South line of said Section 15 a distance of 50 feet; thence Southerly and parallel to the West line of said Section 15 a distance of 800 feet; thence Westerly and parallel to the South line of said Section 15 a distance of 100 feet; thence Northerly and parallel to the West line of said Section 15 a distance of 1320 feet; thence Westerly and parallel to the South line of said Section 15 a distance of 330 feet to the point of beginning.

SAVING, EXCEPTING AND RESERVING, HOWEVER, unto grantors all of the oil, gas and other minerals lying in, on and under said property.

IT IS A FURTHER CONSIDERATION AND AGREED that grantee agrees to convey the above-described property to grantors, free and clear of all liens and encumbrances, at such time as grantee or its successors or assigns shall discontinue the use of the above-described property as a storage tank farm or other use connected with the operation of the Padroni Gasoline Plant. Grantee further agrees to clear or caused to be cleared all surface structures and surface foundations placed upon said property upon the re-conveyance to grantors of the above-described property.

With all its appurtenances, and warrant the title to the same, subject to: Taxes for the year 1964, due and payable in 1965, and all other subsequent years; and also subject to rights and liabilities by reason of inclusion of said property in the Northern Colorado Water Conservancy District, The Sterling Rural Fire Protection District, Padroni Soil Conservation District or other special districts of record; and subject to prior mineral conveyances of record.

Signed and delivered this 23 day of January, A.D. 1964.
Albeina Whitcomb (SEAL) Cleo G. Whitcomb (SEAL)
Albeina Whitcomb Cleo G. Whitcomb

STATE OF COLORADO)
COUNTY OF LOGAN) ss.

The foregoing instrument was acknowledged before me this 23 day of January, 1964, by Cleo G. Whitcomb and Albeina Whitcomb.
WITNESS my hand and official seal.
My commission expires: 12-11-67

Cleo G. Whitcomb
Notary Public

WARRANTY DEED - STATUTORY FORM.

477637 4-19-68
8:00 AM

BOOK 625 PAGE 345

DEED

STATE OF COLORADO
COUNTY OF LOGAN

KNOW ALL MEN BY THESE PRESENTS:

That Associated Oil & Gas Co. ("Associated"), duly incorporated under the laws of the State of Delaware and doing business under the laws of the State of Colorado 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 presents does hereby GRANT, BARGAIN, SELL AND CONVEY to Associated Programs, Inc. ("API"), a Texas corporation, which is a wholly owned subsidiary of Associated and is qualified to transact business in the State of Colorado, its successors and assigns, an undivided fifty percent (50%) interest in and to the following described property situated in the County of Logan, State of Colorado, to-wit:

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 1,320 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 1,320 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 Co., Inc., which deed is recorded in Book 462, Page 33, of the Records of Logan County, Colorado, and to which instruments is 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 property unto API, its successors and assigns forever; and the said Associated for itself, its successors and assigns does hereby bind itself to warrant and forever defend all and singular the said premises unto the said API, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof by, through or under Associated.

IN WITNESS WHEREOF, the said Associated has caused these presents to be signed by its duly authorized officer and agent and its common seal to be hereunto affixed by its Secretary as of the 1st day of January, 1967.

ASSOCIATED OIL & GAS CO.

ATTEST:

By: B. M. Burgher
Vice President

Secretary - Joe T. Rye

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 1st day of April, 1968 by ~~B. M. Burgher, Vice President of Associated Oil & Gas Co.~~
B. M. Burgher, Vice President of Associated Oil & Gas Co.
WITNESS MY HAND and notarial seal, the date last aforesaid.

Notary Public

My Commission Expires:

June 1, 1969

QUIT CLAIM DEED

ASSOCIATED PROGRAMS, INC., a Texas corporation, hereinafter called the Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration received from Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby remise, release and quitclaim unto WESTERN GAS CORPORATION, a Kansas Corporation, its successors and assigns, all of its right, title, interest, claim and demand in and to the following described real property in the County of Logan, State of Colorado, to-wit:

A tract of land in the Southwest Quarter (SW/4) of Section Fifteen (15), Township Nine (9) North, Range Fifty-Two (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, containing 10 acres more or less;

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,

together with all and singular its right, title, interest, claim and demand in and to the hereditaments and appurtenances thereto belonging or in anywise pertaining.

TO HAVE AND TO HOLD the above released rights, titles, interests, claims and demands to the said Western Gas Corporation, its successors and assigns forever.

This instrument is executed to be effective at 12:01 o'clock a.m. on September 1, 1979.

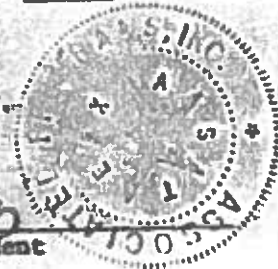
IN WITNESS WHEREOF, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Vice President this 7th day of November, 1979.

ATTEST:

ASSOCIATED PROGRAMS, INC.

Imelda Porter
Assistant Secretary

By J. C. Porter
Vice President




STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ss

On this 2nd day of November, 1979, before me, a Notary Public,
in and for said county, personally came JOHN H. WEIR, Vice
President of Associated Programs, Inc., who is personally known to me to be the
identical person whose name is affixed to the above instrument as Vice President
of said corporation and acknowledged the instrument to be his voluntary act and
deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the date last aforesaid.


Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 12, 1981
Notary Seal

Reco LOGAN COUNTY, CO 0585753 12/27/1988 08:15
BK 833 PG 199 CHARLENE CRADDOCK, RECORDER
Recey

THIS DEED, Made this First day of November
1984, between Hytrans, Inc.

Recorder's Stamp

RE-IC-AB-16-53-3-00-117-CF-ID-A7
Label

a corporation duly organized and existing under and by virtue of the laws
of the State of Colorado, of the first part, and

Vessels Oil & Gas Company

a corporation duly organized and existing under and by virtue of the laws
of the State of Colorado, of the second part,
whose legal address is **600 South Cherry Street, Suite 1220**
Denver, Colorado 80222

WITNESS, That the said party of the first part, for and in consideration of the sum of
One Dollar (\$1.00) and Other Valuable Consideration

XXXXXX

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does
remit, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever,
all the right, title, interest, claim and demand which the said party of the first part has in and to the following described
LOT OR PARCEL OF LAND situate, lying and being in the County of Logan
and State of Colorado, to wit:

See Exhibit "A" attached hereto and made a part hereof
by reference.

State Documentary Fee
Date 12-27-88
\$ None

also known as street and number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto
belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the
said party of the first part, either in law or equity, to the only proper use, benefit and behalf of the said party of the
second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto
subscribed by its President, and its corporate seal to be hereunto affixed, attested by its
Secretary, the day and year first above written. HYTRANS, INC.

Attest:

William D. Swenson

Don D. Johnson

SEAL

STATE OF COLORADO,

City of Denver County of Denver

The foregoing instrument was acknowledged before me this 22nd day of December

to SS by Don D. Johnson

as President and

William D. Swenson

as Secretary of

Hytrans, Inc.

a corporation

My commission expires 11/1/90

Witness my hand and seal this

Morgan Connor
688 S. Dexter
Denver

EXHIBIT "A"

to that Quitclaim Deed dated November 1, 1984, by and between
HYTRANS, INC., as Vendor, and VESSELS OIL & GAS COMPANY, as Vendee.

TRACT NO. 1:

A tract of land in the W 1/2 SW 1/4 of Section 15, Township 9 North,
Range 52 West of the Sixth P.M., Logan County, Colorado, described as:

Beginning at a point on the West line of Section 15, 30 feet
North of the Southwest Corner of said Section 15; 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 Sec-
tion 15, a distance of 1320 feet; thence Westerly and parallel with
the South line of said Section 15, a distance of 330 feet; thence
Southerly along the West line of said Section 15, a distance of 1320
feet to the point of beginning.

TRACT NO. 2:

A tract of land in the W 1/2 SW 1/4 of Section 15, Township 9 North,
Range 52 West of the Sixth P.M., Logan County, Colorado, described as:

Beginning at a point on the West line of said Section 15, which
point is 1350 feet North of the Southwest Corner of said Section 15;
thence North along the West line of said Section 15, a distance of
400 feet; thence Easterly and parallel with the South line of said
Section 15, a distance of 480 feet; thence Southerly and parallel
with the West line of said Section 15, a distance of 920 feet; thence
Westerly and parallel with the South line of said Section 15, a dis-
tance of 50 feet; thence Southerly and parallel with the West line of
said Section 15, a distance of 800 feet; thence Westerly and parallel
with the South line of said Section 15, a distance of 100 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 to the point of begin-
ning.

120128

THIS DEED, Made this 12th day of January 1989, between Vessels Oil & Gas Company

Recorder's Stamp
RE-IC-AB-LG-03-73-00/11-01-13
sch

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and Farmland Industries, Inc. whose legal address is 3315 North Oak Trafficway, Kansas City, Missouri 64116

WORKED
1-31-89
W

XXXXX of the second part: XXXXXXX

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other Valuable Consideration to the said party of the first part in hand paid by the said part y of the second part, the receipt whereof is herenly confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, ITS heirs and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Logan and State of Colorado, to wit:

See attached Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said part y of the second part, ITS heirs and assigns forever. And the said party of the first part, for itself, and its successors, does covenant, grant, bargain and agree to and with the said part y of the second part, ITS heirs and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; subject, however, to those certain restrictions, reservations, conditions and rights-of-way of record,

and the above bargained premises in the quiet and peaceable possession of the said part y of the second part ITS heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: *[Signature]* VESSELS OIL & GAS COMPANY
David J. Trygstad Secretary
T.J. Vessels President
STATE OF COLORADO
City County of Denver

The foregoing instrument was acknowledged before me this 12th day of January 1989 by T.J. Vessels David J. Trygstad Vessels Oil & Gas Company
My notarial commission expires
Witness my hand and official seal.



[Signature] Notary Public
David J. Trygstad

1425000
1424000

State Documentary Fee
Date 1-17-89
\$10.00

EXHIBIT "A"

to that certain Deed dated January 12, 1989 by and between FARMLAND INDUSTRIES, INC., as Purchaser, and VESSELS OIL & GAS COMPANY, as Seller.

TRACT NO. 1:

A tract of land in the W 1/2 SW 1/4 of Section 15, Township 9 North, Range 52 West of the Sixth P.M., Logan County, Colorado, described as:

Beginning at a point on the West line of Section 15. 30 feet North of the Southwest Corner of said Section 15; 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 Southerly along the West line of said Section 15, a distance of 1320 feet to the point of beginning.

TRACT NO. 2:

A tract of land in the W 1/2 SW 1/4 of Section 15, Township 9 North, Range 52 West of the Sixth P.M., Logan County, Colorado, described as:

Beginning at a point on the West line of said Section 15, which point is 1350 feet North of the Southwest Corner of said Section 15; thence North along the West line of said Section 15, a distance of 400 feet; thence Easterly and parallel with the South line of said Section 15, a distance of 480 feet; thence Southerly and parallel with the West line of said Section 15, a distance of 920 feet; thence Westerly and parallel with the South line of said Section 15, a distance of 50 feet; thence Southerly and parallel with the West line of said Section 15, a distance of 800 feet; thence Westerly and parallel with the South line of said Section 15, a distance of 100 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 to the point of beginning.

BILL OF SALE — Corporation

received
970911

KNOW ALL MEN BY THESE PRESENTS, That Farmland Industries, Inc.,

cooperative
a/corporation, duly organized and existing under and by virtue of the laws of the State of Kansas
of the first part, for and in consideration of the sum of One Hundred Dollars (\$100.00) and
other good and valuable consideration Dollars to it in hand paid by
Tri-Energy Limited Liability Company, a Colorado limited liability company,
of the second part, of the second part,
the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does
grant and convey unto the said party of the second part, its executors, administrators,
successors or assigns, the following property, to wit:

The property identified in Exhibit A attached hereto and incorporated
herein by reference

located at Padroni, Colorado

TO HAVE AND TO HOLD the same, unto the said part y of the second part, its
executors, administrators, successors and assigns forever and the said party of the first part
for itself, its successors or assigns, covenants and agrees to and with the said party of the sec-
ond part its executors, administrators, successors or assigns, to warrant and defend the
sale of said property, goods and chattels, hereby made unto the said part y of the second part,
its executors, administrators, successors or assigns against all and every person or per-
sons whomsoever.

IN WITNESS WHEREOF, The party
hereunto subscribed by its Vice
attested by its/Secretary, this 28th
Assistant

of the first part has caused its corporate name to be
President, and its corporate seal hereunto affixed,
day of August, 19 91 .

FARMLAND INDUSTRIES, INC.

APPROVED
AS TO
LEGAL FORM
MA

By Harry W. Morris
Title: Vice President

EXHIBIT A
Page 1 of 2

PADRONI, COLORADO, ASSET VALUATION

18 acres of land

12' x 20' steel building

5 - 30,000 gallon LP storage tanks

2 - LP gas loading/unloading pumps

1 - Smith propane meter

3 - LP railroad unloading racks

1 - Corken vapor compressor

2 - Truck loading/unloading racks

TOTAL ASSET VALUATION: \$165,018.03

EXHIBIT A
Page 2 of 2

FARM AND FIXED ASSET SYSTEM FIXED ASSET LEDGER				REPORT DATE: 02/28/91 PAGE NO: 1671			
EQUIP CONTRIB DESCRIPTION				RESERVE	MIN DEPR	YTD DEPR	SALVAGE
CORP NO: 010 BUS UNIT: 40 COST CENTER: 4075					D'INOP LFE ACC	SLAC	TAX BURDEN
T DATE HTH DATE							
5/L ACCOUNT: 1710010							
100001 10 ACRES OF LAND IN PADRONI CO	6500.00	0.00	0.00	0.00	0.00	0.00	0.00
500000					0.00	0.00	0.00
000000	6300.00	0.00	0.00	0.00	0.00	0.00	0.00
G/L ACCOUNT: 1710010							
100002 SITE IMPROVEMENTS - PADRONI CO	1500.00	110.75	6.15	37.50	0.00	0.00	0.00
000000					1.0000 740.0000 0.0000		48003.000000
G/L ACCOUNT: 1710010							
100003 BUILDING - PADRONI CO 12122	1500.00	110.75	6.15	37.50	0.00	0.00	0.00
000000							
G/L ACCOUNT: 1710010							
100004 5 30.000 SALLONE TRUCKS	8200.00	649.23	34.17	203.02	0.00	0.00	0.00
000000					1.0000 240.0000 0.0000		48003.000000
G/L ACCOUNT: 1710010							
100005 2 LP GAS ELECTRIC PUMPS	6200.00	649.23	34.17	203.02	0.00	0.00	0.00
000000							
G/L ACCOUNT: 1710010							
100006 1 SKETCH METER	5000.00	1425.00	750.00	4500.00	0.00	0.00	0.00
000000					1.0000 120.0000 0.0000		10003.000000
G/L ACCOUNT: 1710010							
100007 3 RAIL UNLOADING RACKS	16000.00	2533.27	133.33	799.98	0.00	0.00	0.00
000000					1.0000 120.0000 0.0000		10003.000000
G/L ACCOUNT: 1710010							
100008 1 CORNEN VAPOR COMPRESSOR	10000.00	1585.27	83.33	417.98	0.00	0.00	0.00
000000					1.0000 120.0000 0.0000		10003.000000
G/L ACCOUNT: 1710010							
100009 2 TRUCK UNLOADING RACKS	18000.00	2850.00	150.00	900.00	0.00	0.00	0.00
000000					1.0000 120.0000 0.0000		10003.000000
G/L ACCOUNT: 1710010							
100010 TEAC VOICE LOGGER S/N 712017	9010.03	1427.85	75.15	450.90	0.00	0.00	0.00
000000					1.0000 120.0000 0.0000		10003.000000
G/L ACCOUNT: 1710010							
100011 1 TRUCK UNLOADING RACKS	4000.00	950.00	50.00	300.00	0.00	0.00	0.00
000000					1.0000 120.0000 0.0000		10003.000000
G/L ACCOUNT: 1710010							
100012 TEAC VOICE LOGGER S/N 712017	21541.00	215.84	179.51	718.04	0.00	0.00	0.00
000000					1.1190 120.1200 0.0000		07253.000000
G/L ACCOUNT: 1710010							
100013 1 TRUCK UNLOADING RACKS	170559.03	24312.43	1421.32	8163.90	0.00	0.00	0.00
000000							
G/L ACCOUNT: 1710010							
100014 BURDEN 040000	186559.03	25080.41	1461.74	8411.42	0.00	0.00	0.00
000000							
G/L ACCOUNT: 1710010							
100015 BURDEN 040000	186559.03	25080.41	1461.74	8411.42	0.00	0.00	0.00
000000							
G/L ACCOUNT: 1710010							

COPY

received
9-10-91

Recorder's Stamp

THIS DEED, Made this 28th day of August, 1991, between Farmland Industries, Inc.,

a cooperative corporation duly organized and existing under and by virtue of the laws of

the State of Kansas of the first part, and
Tri-Energy Limited Liability Company, a Colorado
limited liability company
whose legal address is County Road 41 and State Highway 33,
Holyoke,
of the County of Phillips and State of
Colorado of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration / both parties, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its heirs and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Logan and State of Colorado, to wit:

The property described in Exhibit A attached hereto and incorporated herein by reference

State Documentary Fee

Date 9-3-91

NONE KC

also known as street and number

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its heirs and assigns forever. And the said Farmland Industries, Inc.

party of the first part, for itself, and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes for the year 1991 payable in 1992, and easements, protective covenants, and rights-of-way of record,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part its heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed by its Vice President, and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, the day and year first above written.

Attest:

APPROVED
AS TO
LEGAL FORM
DPA

Missouri
STATE OF COLORADO,

ASSISTANT Secretary.

FARMLAND INDUSTRIES, INC.

By Gary Morrison Vice President.

35.

EXHIBIT "A"

142500

TRACT NO. 1:

A tract of land in the W 1/2 SW 1/4 of Section 15, Township 9 North, Range 52 West of the Sixth P.M., Logan County, Colorado, described as:

Beginning at a point on the West line of Section 15, 30 feet North of the Southwest Corner of said Section 15: 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 Southerly along the West line of said Section 15, a distance of 1320 feet to the point of beginning.

TRACT NO. 2:

A tract of land in the W 1/2 SW 1/4 of Section 15, Township 9 North, Range 52 West of the Sixth P.M., Logan County, Colorado, described as:

Beginning at a point on the West line of said Section 15, which point is 1350 feet North of the Southwest Corner of said Section 15: thence North along the West line of said Section 15, a distance of 400 feet; thence Easterly and parallel with the South line of said Section 15, a distance of 480 feet; thence Southerly and parallel with the West line of said Section 15, a distance of 920 feet; thence Westerly and parallel with the South line of said Section 15, a distance of 50 feet; thence Southerly and parallel with the West line of said Section 15, a distance of 800 feet; thence Westerly and parallel with the South line of said Section 15, a distance of 100 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 to the point of beginning.