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PLAINTIFF'S EXHIBIT
SUN-228

THE STATE OF TEXAS }
COUNTY OF NUECES } BEFORE ME, the undersigned authority, on this day personally appeared L. H. Cross, known to me to be the person whose name is subscribed to the foregoing instrument as President of Guaranty Title and Trust Company, a corporation, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN under my hand and seal of office, this the 9th day of February, A. D. 1942.

(Nueces Co., Tex. L. S.) Constance McCaughan Notary Public,
My commission expires June 1, 1943. Nueces County, Texas.
(Constance McCaughan]

ENDORSED: Filed for Record at 4:46 o'clock P. M. Feb. 16, 1942, Mrs. Henry E. Gouger Clerk, County Court, Nueces County, Texas, By L. P. Fritz Deputy.

RECORDED: The 25th day of Feb. 1942 at 10:50 o'clock A. M. Vol. 277 pages 367-369, Mrs. Henry E. Gouger, County Clerk, By Mae Graves Deputy.

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STATE OF TEXAS } DEED
SS
COUNTY OF NUECES } KNOW ALL MEN BY THESE PRESENTS: That BARNSDALL OIL COMPANY, A Delaware corporation, hereinafter called "Grantor", acting herein through its duly authorized officers, for and in consideration of Ten Dollars ($10.00) and other valuable considerations, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, sell and convey unto BARECO OIL COMPANY, a Delaware corporation, of Tulsa, Oklahoma, hereinafter called "Grantee", all of the following described real estate in Nueces County, Texas, known and described as follows, to-wit: TRACT NO. 1. All of the portion of a certain tract of land conveyed by West Securities Company to Barnsdall Oil Company by deed dated February 10, 1937, filed for record February 24, 1937, and appearing of record in Vol. 228, at pages 153-156, of the Deed Records of Nueces County, Texas, which is included within the following description: BEGINNING at a cedar post, the north corner of the P. W. Humphrey 100 acre tract, the west corner of the P. W. Humphrey 29 acre tract and the east corner of the J. Benton Johnson 40 acre tract for the north corner of this tract; Thence S. 58° 45' E. with the northeast boundary line of said Humphrey 100 acre tract and southwest boundary line of said Humphrey 29 acre tract, 1275.87 feet to an iron bar in the northwest boundary line of a public road known as Nueces Bay Boulevard, for the east corner of this tract, whence the east corner of the said Humphrey 100 acre tract and South corner of said Humphrey 29 acre tract, in the center of said Nueces Bay Boulevard, bears S. 58' 45' E. 40 feet; Thence S. 31' 15' W. with the said Northwest boundary line of Nueces Bay Boulevard parallel with and forty (40) feet distant, measured at right angles to the northwest and from the southeast boundary line of said Humphrey 100 acre tract 2264.42 feet to a stake in the northwest boundary line of said Nueces Bay Boulevard; Thence north 59' 43' 34" West 1293.78 feet to a stake in the Northwest line of the P. W. Humphrey 100 acre tract, said stake lying 1,000 feet North 31' 41' 45" East from a cedar post at the west corner of said Humphrey 100 acre tract; Thence North 31° 41' 45" East 2276.50 feet with the northwest boundary line of said Humphrey 100 acre tract to the point of beginning. TRACT NO. 2: A tract of land containing 3.17 acres, more or less, out of what is known as the P. W. Humphrey 29 acre tract. Said tract of land is situated in Nueces County, Texas, about 1-1/2 miles west of the County Courthouse, which said 3.17 acres is described by metes and bounds, as follows, to-wit: BEGINNING at a point in the southwest boundary line of the P. W. Humphrey 29 acre tract and northeast boundary line of the P. W. Humphrey 100 acre tract, the south corner of a 1.66 acre tract out of said Humphrey 29 acre tract, conveyed by the Guaranty

Title & Trust Company, Trustee, to Mrs. Mary E. Blucher by deed dated March 5, 1934, as of record in the Deed Records of Nueces County, Texas, in Volume 210, at page 149, for the west corner of this tract, whence a cedar post, the west corner of said Humphrey 29 acre tract and of said Blucher 1.86 acre tract, and north corner of said Humphrey 100 acre tract bears N. 58° 45' W. 176.20 feet; Thence N. 31° 15' E. with the southeast boundary line of said Blucher 1.86 acre tract, 100 feet, more or less, to a point in the southwest boundary line of the right of way of the San Antonio, Uvalde & Gulf Railroad for the north corner of this tract; Thence in a southeasterly direction with the said Southwest boundary line of the right of way of the San Antonio, Uvalde & Gulf Railroad, 1100 feet more or less, to a point in the northwest boundary line of a public road, known as Nueces Bay Boulevard for the east corner of this tract, being 40.00 feet distant to the northwestward, measured at right angles, from the southwest boundary line of said Humphrey 29 acre tract; Thence S. 31° 15' W. with the said northwest boundary line of Nueces Bay Boulevard and parallel with the said southeast boundary line of the Humphrey 29 acre tract, 155 feet, more or less, to an iron pipe, the east corner of an 87.22 acre tract out of said Humphrey 100 acre tract, for the south corner of this tract, whence the south corner of said Humphrey 29 acre tract and east corner of said Humphrey 100 acre tract, bears S. 58° 45' E. 40.00 feet; Thence N. 58° 45' W. with said southwest boundary line of the Humphrey 29 acre tract and northeast boundary line of the Humphrey 100 acre tract, 1099.67 feet to the place of beginning, containing an area of 3.17 acres, more or less. TRACT NO. 3: All that certain tract, piece or parcel of land lying and being situated in the County of Nueces, State of Texas, and more particularly described as follows, to-wit: A portion of a tract of land known as the P. W. Humphrey 29 acre tract, conveyed by H. L. Kinney to P. W. Humphrey on October 11, 1850, as of record in the Deed Records of Nueces County, Texas, in Vol. D, at page 503, and a portion of Survey No. 708, made for W. H. Gill, embracing 1,000 acres of submerged land under the waters of Nueces Bay, the portion included in this survey being a part of that portion of said Survey No. 708 patented to the Nueces County Navigation District No. 1 by the State of Texas on May 7, 1930, as of record in the deed records of Nueces County, Texas, in Vol. 192, at Page 579. Said survey is situated in Nueces County, Texas, about 1-1/2 miles N 70° W. from the Courthouse and was made for the Guaranty Title & Trust Company; Beginning at an iron bar set at the point of intersection of the Northeast boundary line of the right of way of the San Antonio, Uvalde & Gulf Railroad, with the southeast boundary line of a tract of land conveyed by the Guaranty Title & Trust Company, Trustee, to Mary E. Blucher by deed dated March 5, 1934, as of record in the Deed Records of Nueces County, Texas, in Vol. 210, at page 149, for the west corner of this survey, whence a cedar post, the west corner of the P. W. Humphrey 29 acre tract and the north corner of the P. W. Humphrey 100 acre tract, bears S. 31° 15' W. 200.56 feet and N. 58° 45' W. 176.20 feet; Thence N. 31° 15' E. with said southeast boundary line of the Mary E. Blucher tract, 1393.23 feet to a 2 inch by 5 inch pine stake in the established bulkhead line along the southwest side of the ship channel of the Nueces County Navigation District No. 1, the east corner of said Mary E. Blucher tract, for the north corner of this survey; Thence S.66° 11' 30" E. with said bulkhead line, 1109.00 feet to a 2 inch by 4 inch pine stake set in the line of a northeasterly prolongation of the northwest boundary line of Nueces Bay Boulevard, a public road, for the east corner of this survey; Thence S. 31°15' W. along said prolongation of the northwest boundary line of Nueces Bay Boulevard, 1481.79 feet to an iron bar set in the curved northeast boundary line of said right of way of the San Antonio, Uvalde & Gulf Railroad, for the south corner of this survey, whence the south corner of said P. W. Humphrey 29 acre tract and east corner of said P. W. Humphrey 100 acre tract bears S. 31° 15' W. 255.61 feet and S. 58° 45' E. 40.00 feet; Thence in a northwesterly direction with said Northeast boundary line of railroad right of way, curve right along a circular curve, of 5679.65 feet radius 220.40 feet

to an iron bar set for the ending point of said survey, and the beginning point of a straight course, the radius of said curve at its point of beginning having a bearing of N. 26° 23' 05" E. and at its point of ending a bearing of N. 28° 36' 30" E.; Thence continuing along said northeast boundary line of railroad right of way, N. 61° 23' 30" W. 880.69 feet to the place of beginning; containing 36.34 acres; together with all the right, title, interest, claim and demand appurtenant unto the above described land by reason of that certain deed from Nueces County Navigation District No. 1 to Guaranty Title & Trust Company, Trustee, et al., dated November 24, 1933, recorded Vol. 210, Page 12, Deed Records of Nueces County, Texas, to which reference is here made, in so far as, but only in so far as, the above described property or any portion thereof is concerned. Grantor herein hereby reserves for the benefit of itself and its assigns, including Barnsdall Pipe Line Company, an easement and right of way upon and across the premises hereby conveyed, said easement to be exercised at reasonable times and in such a reasonable manner as will not interfere with the ordinary uses of the premises for Grantee's business. Said easement shall include the right to lay, construct, remove, repair and maintain, on any part of the granted premises not used by Grantee, all pipe lines, pumps, connections and mechanical equipment that Grantor or its assigns may deem necessary, and the right to cross and recross the premises over the established roads and the right to have full and free access, over the premises granted, to that portion of Grantor's property adjacent to or in the vicinity of the premises herein conveyed. Grantor further reserves, and it is agreed by Grantee, by the acceptance of this deed, that Grantor, its successors and assigns, including in particular Barnsdall Pipe Line Company, shall have the right to use all wharf and loading and unloading facilities that Grantee has now established or may hereafter establish in connection with the premises conveyed, with full right to have the benefit of Grantee's port, harbor, wharf, navigation and water rights and privileges. Grantor, and its successors and assigns who shall use said rights and privileges, shall pay for same at the current rates, and in the event of any refund of wharfage from the Navigation District or Port on account of payments made by Grantor, or its successors and assigns, such refunds shall be paid to and shall belong to Grantee herein. Without limitation, it is specifically agreed by Grantee, on acceptance of this deed, that the easement and right of way privileges herein set out shall include the right to maintain in their present locations all pipe lines, pumps, connections and mechanical equipment that Grantor, or its assigns, or Barnsdall Pipe Line Company, now have installed, with full right of ingress and egress to and from such pipe lines, pumps, connections and mechanical equipment, for the purpose of repairing, removing, replacing or altering said pipe lines, pumps, connections and mechanical equipment, or doing any other thing that may be necessary in the use and operation of such facilities as the same are now installed. TO HAVE AND TO HOLD the above described lands and premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging unto the said BARECO OIL COMPANY, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said lands and premises unto the said Bareco Oil Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by or through Grantor, subject, however, to any taxes against said property which are assumed by Grantee herein, and further subject to the following: A. A reservation of one-sixteenth (1/16th) royalty in that certain deed from West Securities Company to Barnsdall Oil Company, covering Tract No. 1, which said deed is dated February 10, 1937. B. Various rights of way as appear of record or are established on the premises with the knowledge and consent of Grantee. C. The rights established in Barnsdall Pipe Line Company, Pontiac Refining Corporation, Pontiac Pipe Line and Export Company and Pontiac Terminal Company under a certain agreement between Barnsdall Oil Company and Moe Leven, dated

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February 8, 1937, filed for record on August 12, 1937, and appearing of record in Vol. 233, at page 63, of the Deed Records of Nueces County, Texas, and unrecorded agreement pursuant thereto, dated November 9, 1937. It is expressly understood and agreed that nothing herein contained shall in any way diminish the right, title, lien and interest of Barnsdall Oil Company in and to the property hereby conveyed, as established under a certain mortgage indenture from Bareco Oil Company to Barnsdall Oil Company, dated November 20, 1940, filed for record December 14, 1940, in Vol. 159, at page 358, of the Deed of Trust Records of Nueces County, Texas, but on the contrary the additional rights in and to said property hereby conveyed are specifically recognized by Grantee as subject to and included in said mortgage indenture. IN WITNESS WHEREOF, BARNSDALL OIL COMPANY HAS CAUSED its corporate name to be hereunto subscribed by its President, its corporate seal affixed and attested by its Asst. Secretary at Tulsa, Oklahoma, on this 9th day of February, 1942.
(I.R.S. $129.80 BOCO 2-9-42)
(Corp. Seal) BARNSDALL OIL COMPANY

ATTEST: B. L. Young, Asst. Secretary. BY E. B. Reeser, President.

STATE OF OKLAHOMA |
SS
COUNTY OF TULSA | BEFORE ME, Clarice Pinkerton, a Notary Public within and for said county and state, on this day personally appeared E. B. Reeser, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of BARNSDALL OIL COMPANY, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and seal of office this 12th day of February, 1942.

(State of Oklahoma L. S.) Clarice Pinkerton Notary Public _

My commission expires March 8, 1942.

ENDORSED: Filed for Record at 1:47 o'clock P. M. Feb. 16, 1942, Mrs. Henry E. Gouger Clerk, County Court, Nueces County, Texas, By L. P. Fritz, Deputy.

RECORDED: The 25th day of Feb. 1942 at 1:30 o'clock P. M. Vol. 277, pages 369-372, Mrs, Henry E. Gouger, County Clerk, By Nora Inouse Deputy.

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No. 172736 ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, a certain agreement was made and entered into between Barnsdall Pipe Line Company, a Delaware corporation, and Bareco Oil Company, a Delaware corporation, dated January 19, 1940, which said agreement was filed for record on February 5, 1940 and appears of record in Vol. 254, at pages 265-70 of the Deed Records of Nueces County, Texas; and, WHEREAS, under the terms of said agreement, Barnsdall Pipe Line Company did demise and lease to Bareco Oil Company Tanks Nos. 31, 32, 33, 34, 35, 36, 37, 53, 54, 55, 56, 71 and 72, as more fully described in said lease, and Bareco Oil Company agreed to continue the rental payments provided for in said lease until it had completed the payment of certain sums as therein set out, with the further option in Bareco Oil Company to complete said payments in advance; and, WHEREAS, the sums required to be paid by Bareco Oil Company under said agreement have been fully paid to Barnsdall Oil Company, which has succeeded to the rights of Barnsdall Pipe Line Company under said agreement, NOW, THEREFORE, Barnsdall Oil Company, a Delaware corporation, does hereby sell, assign, transfer and deliver to Bareco Oil Company all its rights, title and interest in and to the tanks and equipment described in said agreement of January 19, 1940, which said agreement appears of record in Vol. 254, at pages 265-70. Barnsdall Oil Company acknowledges complete payment of all sums required to be paid to it under said agreement by Bareco Oil Company, and acknowledges that the lease of said tanks has been terminated by this transfer of title. For the same consideration, the said Barnsdall Oil Company does hereby release and relinquish the easement for maintenance of said tanks and equipment as set out in Section XIV of that certain lease contract dated January 19, 1940 between Barnsdall Pipe Line