

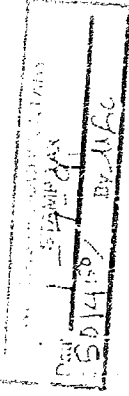
State of : Nebraska
County of : Dodge

Recording Requested By And
When Recorded Return To:

Northern Natural Gas Company
1400 Smith
Houston, Texas 77002
Attn: General Counsel

Mail Tax Statements To:

Northern Natural Gas Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Supervisor, Ad Valorem Tax



FILED

BOOK 210 PAGE 922

91 JAN -7 AM 11:13

Jody C. Lovelace
REGISTRAR OF DEEDS
COUNTY CLERK

318
JTC

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is from **ENRON CORP.**, a Delaware corporation, (being the corporation formerly known as **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to **INTERNORTH, INC.**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to **ENRON CORPORATION**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to **Enron Corp.**, with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called "Grantee").

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern; on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern; and

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

PART I

GRANTING AND HABENDUM CLAUSES

A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers, unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Fee Lands. The tracts or parcels of land, interests in land and other interests, if any, described in Part I of Exhibit A hereto, (the "Fee Lands");
2. Pipelines. The pipelines described in Part II of Exhibit A hereto, and all extensions thereof and all additions thereto, whether or not expressly described herein, and all pipelines located on the Easements, herein defined, (the "Pipelines");
3. Easements. The easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title and other judicial actions relating to title to land or interests in land, if any, described in Part III of Exhibit A hereto, and all amendments, corrections and restatements thereof and any other instruments granted in lieu of or in addition to the foregoing, if any, together with and including, without limitation, all easements, rights of way, servitudes, leases, surface leases,

surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking, judgments in trespass to try title or other judicial actions, possessory and prescriptive rights, titles, interests and estates of Grantor, and its predecessors in interest, if any, relating or appurtenant to the Fee Lands and Pipelines, whether or not expressly described herein, including, without limitation, those relating or appurtenant to streets, alleys, roads, highways, railroads, rivers, canals, ditches, watercourses, bridges, State and National parks, forests and wilderness areas, public grounds and structures (the "Easements"); and

4. Other Interests.

a. The other interests, if any, described in Part IV of Exhibit A (the "Other Interests");

b. To the extent Grantor may convey the same under and pursuant to applicable law, all right, title, interest and estate of Grantor of any nature whatsoever in and to any lands and interests in land, together with all improvements, buildings, structures, pipelines, fixtures and appurtenances of every kind or nature thereon, if any, located in the jurisdictions listed on Part V of Exhibit A hereto;

c. With respect to any deed, assignment or conveyance from Grantor, or a predecessor in title of Grantor, as grantor, in favor of a third party, as grantee, including those shown in any Part of Exhibit A, which deced, assignments and conveyances are or may be shown in the context of a "Save and Except" provision listing prior conveyances, (herein called "Prior Conveyance by Grantor"), all easements, rights-of-way and other rights, titles and interests, if any, reserved by Grantor, or a predecessor in title of Grantor, in such Prior Conveyance by Grantor;

d. The right, title and interest, if any, reserved by or granted to the Grantor, or a predecessor in title of Grantor, pursuant to the amendments, modification agreements, partial releases, quitclaims and other instruments, if any, relating to the properties and interests described elsewhere in this Conveyance, including those described in Part VI of Exhibit A (the "Amendments, Partial Releases and Other Instruments"). The Amendments, Partial Releases and Other Instruments are amendments, partial releases and other instruments heretofore executed and delivered by Grantor, or a predecessor in title of Grantor, relating to lands or instruments described elsewhere in this Conveyance, and

e. With respect to the property described in Items IA1 through and including IA4d above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether

or not expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and character, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, together with and including, without limitation, reversions, remainders, options, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property from and after the Effective Time;

SAVE AND EXCEPT from the property described in Items IA1 through and including IA4 above, the property and interests, if any, described in Exhibit B hereto (herein called the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II

OTHER TERMS AND CONDITIONS

A. PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) the Amendments, Partial Releases and Other Instruments; (b) all recorded and unrecorded liens, charges, easements, rights-of-way, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options and preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property; (c) all matters that a current survey or visual inspection, including probing for pipelines, would reflect and (d) the Assumed Obligations, herein defined.

B. ASSUMPTION OF THE ASSUMED OBLIGATIONS; INDEMNIFICATION BY GRANTEE.

1. "Assumed Obligations" shall mean all debts, obligations and liabilities of Grantor, if any, relating to the Subject Property attributable to all periods prior to, at and

after the Effective Time, of whatever nature, however evidenced, whether actual or contingent, whether known or unknown, whether arising under contract or tort or under the laws, ordinances, rules, regulations, orders or judgments of governmental, regulatory and judicial authorities having or asserting jurisdiction over the Subject Property or otherwise.

2. Subject to the other provisions of this Conveyance, Grantee hereby assumes and agrees to perform, pay or discharge the Assumed Obligations, to the full extent that Grantor is obligated, or in the absence of this Conveyance would be obligated, to perform, pay or discharge such obligations. Without limiting the generality of the preceding sentence, Grantee agrees to protect, defend, indemnify and hold harmless Grantor in all respects relating to the Assumed Obligations, even as to matters caused by or resulting from Grantor's sole, joint, concurrent or contributory negligence, including, without limitation, all investigative costs, litigation costs (including, without limitation, attorneys' fees, court costs and other costs of suit) and all other costs and expenses relating to the foregoing, excluding only matters constituting the breach of or the failure to perform or satisfy any representation, warranty, covenant or agreement made by Grantor in connection with this Conveyance.

3. To make a claim hereunder, Grantor shall give notice to Grantee of the claim, together with a brief summary of such information with respect to such claim as is then reasonably available to Grantor. Upon such notification, Grantee shall undertake, at Grantee's expense, to defend or otherwise dispose of such claim and any litigation in connection therewith and to pay the amount of any final judgment rendered against Grantor or any settlement. Grantee shall be entitled to direct the defense through legal counsel of its choice with full cooperation of Grantor and to settle or otherwise dispose of the claim or litigation as it shall see fit; provided that Grantor may participate in such defense by advisory counsel selected by Grantor and at Grantor's expense. Grantor shall not settle any such asserted claim without the consent of Grantee.

C. DISCLAIMER OF WARRANTIES; SUBROGATION.

1. This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

2. Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. **WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY**

AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSES, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Any covenants implied by statute or law by the use of the words "grant", "bargain", "assign", "convey" or "deliver", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

D. FURTHER ASSURANCES.

Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, assign, convey and deliver to Grantee the Subject Property conveyed hereby or intended so to be conveyed. In particular, without limitation, in the event that any Exhibit to this Conveyance omits to describe or inadequately or incorrectly describes any lands or interests in lands intended by Grantor to be conveyed to Grantee or excepted or reserved to Grantor hereby, Grantor shall execute such additional instruments as may be necessary or appropriate to supply or correct such descriptions and to effect such additional conveyance or reservation.

E. CONSENTS; RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provisions contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time, without further action on the part of Grantor. If such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all descendants of the late Theodore H. Roosevelt, late President of the United States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

F. SEPARATE TRANSFERS.

Grantor, or Grantor and Grantee, may have executed and delivered, or may execute and deliver, certain separate transfers of individual lands, easements or instruments, which are included in the Subject Property, for filing with and approval by the United States of America and other governmental entities and agencies. Said separate transfers, if any, and this Conveyance shall, when taken together, be deemed to constitute the one Conveyance by Grantor of the applicable portion of the Subject Property. Said separate transfers, if any, to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by said governmental entities and agencies. Said separate transfers, if any, are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth herein and are not intended to create, and shall not create, any additional covenants and warranties of or by Grantor to Grantee. Said separate transfers, if any, shall be deemed to contain all of the terms and provisions of this Conveyance, as fully and to all intents and purposes as though the same were set forth at length in said separate transfer. This Conveyance, insofar as it pertains to any portion of the Subject Property as to which said separate transfers have been, or will be, executed for filing with and approval by the United States of America, or any other governmental entity or agency, is made and accepted subject to the approval of the United States of America or other appropriate governmental entities and agencies and to the terms of such approval, if and to the extent required by law.

PART III

MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall never be deemed to inure to the benefit of or be enforceable by any other party. Grantee, and any transferee of Grantee, may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, with respect to the portion of the Subject Property so transferred, as if such transferee were Grantee.

B. GOVERNING LAW.

THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL APPLY.

C. THE EXHIBITS.

Reference is made to Exhibits A and B, which are attached hereto and made a part hereof for all purposes. Reference in the Exhibits to an instrument on file in the public records is made for all purposes, but shall not imply that such instrument is valid, binding or enforceable or affects the Subject Property or creates any right, title, interest or claim in favor of any party other than Grantee.

D. HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

E. COUNTERPARTS.

This Conveyance may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

WITNESS THE EXECUTION HEREOF on the 14th day of December 1990,
effective as of the Effective Time.

ENRON CORP.,
a Delaware corporation

(Corporate Seal)

By: [Signature]
Robert J. Hermann
Vice President - Tax

Attest: [Signature]
Elaine V. Overturf
Deputy Corporate Secretary

GRANTOR

NORTHERN NATURAL GAS COMPANY,
a Delaware corporation

(Corporate Seal)

By: [Signature]
Peggy B. Menchaca
Vice President and Secretary

Attest: [Signature]
Elaine V. Overturf
Deputy Corporate Secretary

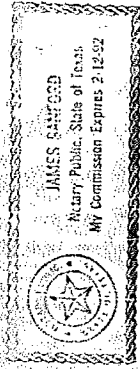
GRANTEE

Attachments: Exhibit A: Subject Property
Exhibit B: Excepted Property

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Robert J. Hermann as Vice President - Tax of ENRON CORP., a Delaware corporation, on behalf of said corporation.



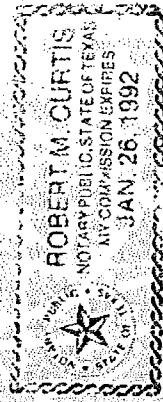


Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Peggy B. Menchaca as Vice President and Secretary of NORTHERN NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.





Notary Public in and for the
State of Texas

EXHIBIT A

PREAMBLE TO EXHIBIT A TO
CONVEYANCE, ASSIGNMENT AND BILL OF SALE

from Enron Corp., as Grantor, to
Northern Natural Gas Company, as Grantee

1. Definitions. For purposes of this Preamble, unless the context otherwise requires, all terms employed herein that are defined in the Conveyance, Assignment and Bill of Sale to which the Exhibit, herein defined, is attached (the "Conveyance") shall have the meaning stated in the Conveyance.

2. The Preamble. This Preamble constitutes part of Exhibit A to the Conveyance (the "Exhibit"). The Exhibit is divided into six parts (singularly, "Part" and, collectively, "Parts"), as follows:

- Part I - Description of the Fee Lands.
- Part II - Description of the Pipelines.
- Part III - Description of the Easements.
- Part IV - Description of the Other Interests.
- Part V - Jurisdictions.
- Part VI - Amendments, Partial Releases and Other Instruments.

If none of the Subject Property of the classification covered by a Part is located in a given county, parish or recording jurisdiction or is intended to be conveyed by the Conveyance, such Part may be omitted from the Exhibit, may not be completed or may be marked "none".

In some instances, more than one Conveyance will be filed within a given county, parish or recording jurisdiction. In such event, Exhibit A to each such Conveyance will describe part, but not all, of the Subject Property located within such county, parish or recording jurisdiction. In addition, in some instances, certain portions of the Subject Property may be described in each such Conveyance.

If any portion of the Subject Property described in a Conveyance is located in two or more counties, parishes or recording jurisdictions, the description of such portion of the

Subject Property will be included in a Conveyance relating to both counties, parishes or recording jurisdictions.

If an easement or other instrument referred to in the Exhibit is a short form or a recording memorandum of an easement or other instrument, the description shall be deemed to include the short form or recording memorandum and also the easement or other instrument referred to therein.

The classification of the Subject Property herein as Part I (Fee Lands), Part II (Pipelines), Part III (Easements) and Part IV (Other Interests) is solely for convenience of reference. It is the intent of Grantor to convey all right, title, interest and estate of Grantor to Grantee, its successors and assigns, as to all of the Subject Property, regardless of its classification herein. Accordingly, without limiting the preceding sentences, neither the inclusion of an easement or conveyance of an interest other than fee title in Part I (Fee Lands), the inclusion of a deed conveying only fee title in Part III (Easements) or Part IV (Other Interests) nor any other misclassification shall be deemed to limit or defeat the conveyance by Grantor to Grantee, its successors or assigns, of Grantor's right, title, interest or estate in any lands, interest in land, easements, conveyances or deeds or other interest, wherever included in the Exhibit and however classified, excluding only an express reservation or exception. Any inconsistency, ambiguity or defect in the description of the lands, easements or instruments described herein shall be resolved in favor of the correct and valid description.

3. Format of Parts I, III, IV and VI. The format of Parts I (Fee Lands), III (Easements), IV (Other Interests) and VI (Amendments, Partial Releases and Other Instruments) of the Exhibit is as follows:

Heading:

Identification of the Part as Part I, III, IV or VI. The state and county, parish or recording jurisdiction where the applicable portion of the Subject Property is located.

Facility:

If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.

Ref No.:

NNG No.:

P/L No.:

Type:

If included, the type of instrument, as reflected by Grantor's records. The type of instrument is included for convenience of reference, and not as part of the description.

Grantor:

The name of the grantor, lessor, licensor, assignor or other granting or assigning party of the easement or instrument described in the Exhibit. In the case of an easement or other instrument granted by a federal or state agency, the serial number, if any, may be shown.

Grantee:

If included, the name of the grantee, lessee, licensee, assignee or other recipient of the easement or instrument described in the Exhibit.

Instr.

The date, effective date, acknowledgement date or other identification date of the easement or instrument described.

Date:

File

If included, the file date of the easement or instrument described, as reflected by Grantor's records, in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit.

Date:

Book:

The recordation reference of the easement or instrument described in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or file number, microfilm index number, instrument number, original act number, entry number or other reference or identification name and number of the applicable public records. The applicable public records may be the deed records, official public records of real property, official public records, conveyance records, lease records, contract records or other applicable public records that the county, parish or recording jurisdiction shown in the heading of the part may maintain or may have maintained for the recordation of deeds, easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title or other judicial actions relating to title, if any, as the case may

Page:

File or

File No.:

be, at the time of filing. In the case of easements and other instruments relating to the federal offshore areas of Louisiana and Texas, the state and county or parish to which the recordation reference refers is the adjacent county or parish, as shown in the heading of the Part or in the description of such easement or other instrument, and reference is also made to the records of the Minerals Management Service, U. S. Department of Interior, for a description of such easements or other instruments, if any. If no recordation reference is shown, the easement or other instrument may not be recorded in such county, parish or recording jurisdiction.

The file number, if shown, is the County or Parish clerk's or recorder's file number, document number, film code number, reel and image number or other official identification number.

The punctuation, spacing and styling of the book and page number and the file number may or may not be the same as that of the clerk or recorder.

Description:

The Exhibit (except Part VI) describes the greater of (i) the lands described in the Exhibit under the heading "Description" or (ii) the lands and all other rights, titles, interests and estates described in the respective easements or other instruments described in the Exhibit, limited to the extent, but only to the extent of Grantor's right, title, interest and estate therein. The Conveyance shall never be deemed to convey, or purport to convey, any right, title, interest or estate in and to the lands described in this Exhibit that is greater than the right, title, interest and estate of Grantor therein.

An instrument described in the Exhibit (except Part VI) may be a deed, assignment or other instrument of transfer, which describes, conveys, assigns or transfers lands or interests in land described therein solely by reference to other deeds, assignments, easements and instruments, which may or may not be described separately in the Exhibit. In such event, the Exhibit

(except Part VI) describes the lands, easements and interests in land so described, conveyed, assigned or transferred in such deed, assignment or other instrument of transfer, whether or not the latter lands, deeds, assignments or other instruments are described separately in the Exhibit.

Certain land descriptions are shown in an abbreviated form as to section, township and range. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter - NW/4 or NW1/4 or NW4 or NW;
Southwest Quarter - SW/4 or SW1/4 or SW4 or SW;
Southeast Quarter - SE/4 or SE1/4 or SE4 or SE;
Northeast Quarter - NE/4 or NE1/4 or NE4 or NE;
North Half - N/2 or N1/2 or N2;
South Half - S/2 or S1/2 or S2;
East Half - E/2 or E1/2 or E2;
West Half - W/2 or W1/2 or W2; and
Southeast Quarter of the Northeast Quarter -
SE/4 NE/4, SE1/4 NE 1/4, or SE4NE4 or SE4NE or
SE/4NE or SENE.

Southeast corner - SE/C or SE/Cor

The applicable section may be identified by the abbreviations SEC or S with the numeral(s) following SEC or S being the section number.

The township and range may be identified by the abbreviations TWP or T and RNG or R, with the numeral(s) following TWP or T being the township number and the numeral(s) following RNG or R being the range number. The township and range numbers may be followed by a N, S, E or W to indicate whether the township or range is North, South, East or West, respectively.

The description may contain the abbreviations "Lt", "L" or "Ls" for "Lot" or "Lots"; "Pt" or "Pts" for "Part" or "Parts"; "OG&M" for "oil, gas and minerals"; "UND" for "undivided"; "Int" for "interest"; "Lt" for left in proper

context; "Rt" for right; "Cl", "Center/Ln" or "Center/L" for centerline; "Th" or "Thin" for thence; "Rd" for road or rod in proper context; "Sd" for said; "Comm" for commencing; "Desc" for described and "POB" for point of beginning.

In Part IV, the "Description" may contain certain narrative entries which generally describe a right, interest or use granted by a specific instrument (e.g. "salt water p/l", "road crossing permit", etc.). Such entries are included for identification or convenience of reference but are not intended to enlarge, diminish or accurately describe the interest, rights, uses or permits granted by the instrument described.

Width:

The entry under the heading "width", if included, is shown for identification purposes and is not part of the description. The right, title, interest, and estate of Grantor may be an easement, right of way or other interest relating to a strip or other portion of the land described in the Exhibit, and such strip or other portion may or may not be shown under the heading "width" in the Exhibit. The width, if shown, may or may not be correct and shall never be deemed to diminish or enlarge the actual right, title, interest or estate of the Grantor or Grantee.

Land of
Instrument
Reference

Part VI (Amendments, Partial Releases and Other Instruments) is a list of certain amendments, modification agreement, partial releases and other instruments heretofore executed and delivered by Grantor, or Grantor's predecessor in title, relating to lands or instruments described elsewhere in this Exhibit, as reflected by Grantor's records. The list may not list all amendments, modification agreements and other instruments relating to such lands or instruments. The information shown under the heading "Land or Instrument Reference" is intended solely as an aid for the purpose of identifying the lands or instruments affected by the applicable amendment, modification agreement, partial release or other instrument. Such references may not be complete or correct and may not fully or accurately describe the effect of the instrument

listed. Such references are not intended as a description of lands described in the Conveyance or this Exhibit. Amendments, Partial Releases and Other Instruments are described in Part VI to the extent but only to the extent the same are legal, valid and enforceable, and such description shall never be deemed to amend or modify or change the legal effect, validity or enforceability of the instruments listed or the instruments affected thereby.

Part IV (Other Interests) is in two parts: Part A (Miscellaneous) and Part B (Access Rights). Part B (Access Rights) is a description of instruments granting access rights for pipeline or other purposes, which rights have been assigned or partially assigned to Grantor.

4. Format of Part II. The format of Part II is as follows:

Heading: Identification of Part II. The state and county or parish or recording jurisdiction where the pipeline is located.

Line No.: The number, name and description, if included, are an administrative identification number, name and description, as reflected by grantor's records, and are included for convenience of reference.

Starting Tract: These items identify the easement, right of way or grant where the pipeline starts and ends in the county or parish, as reflected by Grantor's records. The easement, right of way or grant is described more fully in the Exhibit. If no ending tract or point appears, the pipeline is located on land described in one easement or instrument.

A p p r o x .
Starting Point
in County: The descriptions are those of the easement, right of way or grant described as starting tract or ending tract. In most cases, the description is approximately accurate to a quarter section or the substantial equivalent thereof. The description may be approximate.

A p p r o x .
Ending Point
in County:

The information shown in Part II is intended as a general description or identification of the pipeline for purposes of the Conveyance and is not intended to limit the Conveyance. Reference is made to the actual pipeline as located on the ground for all purposes.

5. Format of Part V

Heading: Identification of Part V. The state.

Jurisdictions: List of counties, parishes or recording jurisdictions to which reference is made in LA4b of the Conveyance.

EXHIBIT A - PART I (FREE LANDS)
 DODGE COUNTY, NEBRASKA

1990/12/08

ELKHORN RIVER BRIDGE
 CROSSING

FILE NO.	TYPE	GRANTOR	GRANTEE	INSTR DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION
00004	INTEREST	MISSOURI VALLEY PIPELINE COMPANY OF NEBRASKA	NORTHERN GAS AND PIPELINE COMPANY	08/29/32	11/25/32	069	051		BEG AT A PT 1322.15' S & 256' E OF W/C SEC 16-119N-88E, TH N 5 DGS 02 MINS N 944.2', TH N 84 DGS 58 MINS E, 100', TH 5 DGS 02 MINS E, 953', TH N 100.4' TO POB AND CONTAINING 2.17 ACS W/L.
00006	WARRANTY DEED	HEINE, CLINTON D., AND ELIZABETH F. HEINE	NORTHERN NATURAL GAS CO.	12/08/49	12/21/49	094	528		A TRACT OF LAND IN THE NW/4 SEC 16-119N-88E DESCR'D AS FOLLOWS: COMM AT W/C OF SD SEC 16; TH S 1,372.15', TH E 256', TH N 5 DGS 2 MINS N 944.2' TO POB OF THE TRACT OF LAND HEREIN DESCR'D, SO PT BEING THE W/C OF THE BRIDGE SITE NOW OWNED NORTHERN NATURAL GAS CO.; TH CONTAINING N 5 DGS 2 MINS N 320', TH N 84 DGS 58 MINS E 100', TH S 5 DGS 2 MINS E 320', TH W/LY IN A STRAIGHT LINE 100' TO POB.

EXHIBIT A - PART III (EASEMENTS)
DODGE COUNTY, NEBRASKA

REF. NO.	MS. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE	DESCRIPTION	UDIN
1009673		NEB 501-1-127	EASEMENT	MCCARTHY, LILLY M. HORNEL, AND E. R. MCCARTHY		09/13/30	07/24/31	L MISC	275		S/2 GOV'T LOT 7, GOV'T LOT 7 BEING PART OF N/2 SW/4 SEC 27, THAT IS NOT IN RIVERS & GOV'T LOT 8 IN S/2 SW/4 SEC 27-117N-RBE	
1009674		NEB 501-1-128	EASEMENT	PAYNE, MARY C.		02/09/30	10/03/30	L MISC	025		GOV'T LOT 4, BEING FR. PART OF SW/4 NW/4 & GOV'T LOT 7, BEING N/2 N/2 SW/4 SEC 27-117N-RBE	
1009675		NEB 501-1-129	EASEMENT	WARD, MIRA M. HANTROKHE		09/03/30	10/02/30	002	057		ROW DESCR'D AS BEG ON S MARGIN OF GOV'T LOT 3 SEC 27, NEAR SW/4 OF SD LOT 3; TH ROW IN NW/4 DIRECTION & CROSSING ROW OF SD NEBRASKA POWER CO. A SHORT DISTANCE FROM SE/4 OF NE/4 NE/4 SEC 28; TH ROW PARALLEL TO SEC LINE BETWEEN SECS 28 & SEC 27 & BETWEEN SECS 21 & 22 N THRU NE/4 NE/4 SEC 28 & SE/4 SE/4 SEC 21 THRU GOV'T LOTS 8 & 9 IN SEC 21 & THRU ACCRETION LANDS OWNED BY GRANTOR BETWEEN GOV'T LOTS 8 & 9 IN SD SEC 21-117N-RBE	
1009676		NEB 501-1-129A	EASEMENT	CHRISTENSEN, CYNTHIA, AND A. W. LARRY MURPHY		12/21/71	02/10/72	006 MISC	516		W 5' OF E 45' OF N/2 SE/4 SE/4 & GOV'T LOTS 8 & 9 & ACCRETIONS HERETO SEC 21-117N-RBE	5 FT
1009677		NEB 501-1-130	EASEMENT	COURTRIGHT, WILLIAM J., AND MARY L. COURTRIGHT		09/16/30	10/02/30	L MISC	004		TRACT W OF & ADJOINING ROW CONVERTED TO NE POWER CO. & COMM AT S LINE OF GOV'T LOT 1 IN NE/4 SEC 21-117N-RBE, TH N 702.5 TO 21 176.5' S OF N LINE OF SD SEC, TH ON SIDE BEND TO 1859.5 FROM POB	15 FT
1009678		NEB 501-1-131	EASEMENT	STEDNER, JOS S., AND ROSA		09/03/30	10/03/30	L	020		PART SW/4 SE/4 SEC 16-117N-RBE	