

NUM PAGES 41  
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 FEES 377.50 PD X CHG \_\_\_\_\_ RET \_\_\_\_\_ Cards \_\_\_\_\_  
 TOTAL \_\_\_\_\_ Compared \_\_\_\_\_  
 CK NUM 109943125<sup>00</sup> BY Kinder Morgan Scanned MM  
167145 252.50 BY Kinder Morgan  
 REC'D \_\_\_\_\_  
 RETURN Kinder Morgan Inc  
Attn: Debbie Goble  
370 Van Gordon St  
Lakewood, CO  
80228

RECORDED  
 BUFFALO COUNTY, NE  
 2012 AU 17 AM 8:28  
*Kellie John*  
 REGISTER OF DEEDS

*assigned also 43  
 0-605*

Registrar's Note: Recorded on submitters demand and record as presented per Debra Goble of Kinder Morgan 800-525-3752. Incomplete legal descriptions throughout document, indexed as shown or not indexed if unrecordable legal. Missing recording data of original easements are not shown. Some legal descriptions have no Quarter, existing subdivision, does not list lots, City, Village, County or State in which is located. Some may of been vacated and subdivided, but does not show the complete legal description. Entered as assignment of Easement.

WHEN RECORDED MAIL TO: Debbie Goble, Kinder Morgan, Inc., 370 Van Gordon Street, Lakewood, Colorado 80228.

**GENERAL CONVEYANCE, ASSIGNMENT, AND BILL OF SALE**

THE STATE OF NEBRASKA §  
 COUNTY OF BUFFALO §

THIS GENERAL CONVEYANCE, ASSIGNMENT, AND BILL OF SALE (this "General Conveyance") is executed on May 30, 2012 (the "Effective Time") by and among KINDER MORGAN, INC., a Delaware corporation with an address of 500 Dallas, Suite 1000, Houston, Texas 77002 (formerly known as K N Energy, Inc., also formerly known as Kansas-Nebraska Natural Gas Company, Inc. (successor in interest to North Central Gas Company and successor in interest to Nebraska Natural Gas Company), also formerly known as Kansas Pipe Line & Gas Company and successor in interest to Northern Gas Company (successor in interest to Northern Utilities, Inc.) ("ASSIGNOR") and KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC, a Colorado limited liability company with an address of 370 Van Gordon Street, Lakewood, Colorado 80228 ("ASSIGNEE").

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, ASSIGNOR hereby conveys, delivers, assigns, and transfers to ASSIGNEE, effective as of the Effective Time, all of ASSIGNOR's right, title and interest in and to, together with all privileges appurtenant thereto, including, but not limited to, all fixtures, pipelines and improvements located thereon, the assets listed and more particularly described on Exhibit A attached hereto and made a part hereof (the "Subject Assets").

TO HAVE AND TO HOLD the Subject Assets unto ASSIGNEE, its successors and assigns forever.

2. Subject to and in accordance with the terms and conditions of this General Conveyance, ASSIGNEE hereby assumes all of the liabilities of ASSIGNOR under the Subject Assets. ASSIGNEE hereby agrees to indemnify and hold harmless ASSIGNOR, and each of its current, former and future officers, directors, employees, agents and affiliates, and each of the successors, heirs and executors of any of the foregoing, from any claim, damage, liability or

obligation arising under or in connection with the Subject Assets for events occurring on or after the Effective Time. 2

3. ASSIGNEE acknowledges that in accepting this General Conveyance, ASSIGNEE has relied solely on the terms and conditions and representations, warranties, and covenants contained in this General Conveyance.

4. If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Assets 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) that, if not satisfied, would result in a breach thereof by Assignor or would give a third party the right to terminate Assignor's or Assignee's rights with respect to such Subject Assets (any such prohibition or condition being herein called a "Restriction"), then notwithstanding anything herein to the contrary, the transfer of title to, or interest in, such portion of the Subject Assets through this General Conveyance shall not become effective unless and until such Restriction is satisfied or waived by the parties hereto, or becomes otherwise inoperable or unenforceable. When and if such Restriction is so satisfied, waived or removed, the assignment of such portion of the Subject Assets as may be subject thereto shall become effective automatically as of the Effective Time, without further action on the part of Assignor or Assignee, respectively. Until such Restriction can be satisfied or waived, or becomes otherwise inoperable or unenforceable, Assignor shall, as of and from the Effective Time (a) hold such Subject Assets in trust for Assignee and (i) perform the covenants and obligations thereunder in Assignor's name and all benefits and obligations existing thereunder shall be for Assignee's account (subject to an agreement between Assignor and Assignee regarding the allocation of costs related thereto), or (ii) to the extent permitted by the terms of the agreements underlying such Subject Assets, authorize Assignee to perform obligations and receive all the benefits of Assignor under such Subject Assets, or (b) enter into such other mutually agreeable arrangements with Assignee and/or the appropriate third party that would otherwise allow Assignee to receive all benefits of Assignor under the Subject Assets.

5. This General Conveyance shall be binding upon and inure to the benefit of the respective designees, successors and permitted assigns of the ASSIGNOR and ASSIGNEE, and may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one instrument.

6. This General Conveyance, Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the state in which the Subject Assets are located.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE 1 OF 2 TO GENERAL CONVEYANCE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on date first set forth above.

ASSIGNOR:

KINDER MORGAN, INC.

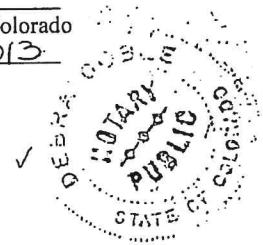
By: *[Signature]*  
Name: Peter Barbour  
Its: Vice President

THE STATE OF COLORADO §  
  §  
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this 30<sup>th</sup> day of May, 2012 appeared Peter Barbour, the Vice President of Kinder Morgan, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of May, 2012.

*Delia Goble*  
Notary Public in and for the State of Colorado  
My Commission Expires: 12/1/2013



[SIGNATURE PAGE 2 OF 2 TO GENERAL CONVEYANCE]

ASSIGNEE:

KINDER MORGAN INTERSTATE GAS  
TRANSMISSION LLC

By: [Signature]  
Name: John Eagleton  
Its: Vice President

THE STATE OF COLORADO §  
  §  
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this 30th day of May, 2012 appeared John Eagleton, the Vice President of Kinder Morgan Interstate Gas Transmission LLC, a Colorado limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of May, 2012.

[Signature]  
Notary Public in and for the State of Colorado  
My Commission Expires: 12/7/2013

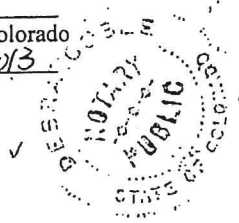


Exhibit "A"  
 Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Delaware corporation, as Assignor, and Kinder Morgan Interstate Gas Transmission LLC, a Colorado limited liability company, as Assignee.

Buffalo County, Nebraska

Agreement Number	Suffix	Grantor	Grantee	Agreement Date	Book	Page	Township	Range	Section	QQ	Lot
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*Incomplete legal description indexed in Section, Township Range, No Lots provided unable to index*

NE-012050		A. B. Sheldon, Trustee	Kansas-Nebraska Natural Gas Company Inc	12/7/1955	31 Misc.	146	8N	16W	3	NWNW	
							The West 50' of that part lying south of the Lincoln Way Villa Plots and adjoining the east right-of-way line of the North - South existing roadway.				
							8N	16W	3	SWNW	
							The West 50' adjoining the east right-of-way line of the North - South existing roadway.				
							8N	16W	3	WZSW	
							The West 50' adjoining the east right-of-way line of the North - South existing roadway.				
							8N	16W	3		48
							The west 50' of the Lincoln Way Villa Plots adjoining the east right-of-way line of the North - South existing roadway.				
							8N	16W	3		49
							The West 50' of the Lincoln Way Villa Plots adjoining the east right-of-way line of the North - South existing roadway.				

NE-012051		Fred Noz, a single person	Kansas-Nebraska Natural Gas Company Inc	12/7/1955	31 Misc.	148	8N	16W	10	NZNW	
NE-012052		Elhel S. Lowe and John Lowe, w/h	Kansas-Nebraska Natural Gas Company Inc	2/6/1956	43 Misc	605	8N	16W	10	NWNE	
NE-012053		George Sobotka and Maxine Sobotka, h/w	Kansas-Nebraska Natural Gas Company Inc	12/7/1955	31 Misc.	147	8N	16W	10	NENE	
NE-012054		Francis L. Richards, et ux	Kansas-Nebraska Natural Gas Company Inc	12/1/1955	31 Misc.	149	8N	16W	11	NWNW	
NE-012055		F. D. Walters and Oma A. Walters, h/w	Kansas-Nebraska Natural Gas Company Inc	9/29/1955	31 Misc.	145	8N	16W	11	NENW	

*No recording data*

Attached to and made a part of that certain General Conveyance, Assignment, and Bill of Sale by and between Kinder Morgan, Inc., a Delaware corporation, as Assignor, and Kinder Morgan Interstate Gas Transmission LLC, a Colorado limited liability company, as Assignee.

2

Buffalo County, Nebraska

Agreement Number	Suffix	Grantor	Grantee	Agreement Date	Book	Page	Township	Range	Section	DQ	Lot
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*Not indexed in complete to record*

*Indexed as part*

*Indexed as part*

*Indexed as part*

NE-014905		The City of Kearney	Kansas-Nebraska Natural Gas Company Inc	4/24/1973			8N	16W	11		
Third Avenue and Fourth Avenue in the City of Kearney.											
NE-014906		Loup River Public Power District, et al	Kansas-Nebraska Natural Gas Company Inc	12/29/1955			8N	16W	10	NE	
Cross the Canal (railroad) approximately 25 feet South of the North boundary of said NE. The pipeline will cross the Canal at an Easterly direction, which Canal at this location lies generally due North and South.											
							9N	16W	34	SW	
Cross the Canal along the West boundary of said SW at a point approximately 25 feet East of the section line at which location the pipeline crossing will be in a Northerly direction and at right angle to the Kearney Canal.											
NE-014915		State of Nebraska, Department of Roads	Kansas-Nebraska Natural Gas Company	9/21/1955			8N	16W	3	W2W2	
Undercross US Highway No. 30 at a point 6 feet west of the west property line. Near west city limits of Kearney.											
NE-017084		School District No. 12	Kansas-Nebraska Natural Gas Company Inc	3/30/1961	40	372	8N	17W	3		
The East 10' of Lots 74, 75, 76, 77, 78 in Village of Odessa, Nebraska in the Northeast corner of the SENE.											
NE-007686		Agnes Meier, a widow, et al	Kansas Pipe Line & Gas Company	6/6/1936	0 Misc	11	8N	18W	8	S2SE	
							8N	18W	8		3
							8N	18W	8		4
							8N	18W	17	N2NE	
							8N	18W	17		1
							8N	18W	17		2