

SMATTERES PRESENTS

Assignment and Bill of Sale (this "Conveyance"), effective as of 11:26 p.m. Houston, Texas time (the "Effective Time"), is from Delaware corporation, (being the corporation formerly known ROL GAS COMPANY, a Delaware corporation (herein called settificate of amendment filed with the Secretary of State of March 28, 1980, changed its name to INTERNORTH, INC., a on which by certificate of amendment filed with the Secretary of State about April 10, 1986, changed its name to ENRON CORPORATION, orasion, which by certificate of amendment filed with the Secretary of Pelaware on or about April 17, 1986, changed its name to Enron Corp.), with its line at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor OF THERN NATURAL GAS COMPANY, a Delaware corporation, th its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is C. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called Grantee").

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PARTI

GRANTING AND HABENDUM CLAUSES

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For 1500d and valuable consideration, the receipt and sufficiency of which Grantor hereby action ledges. Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantor his 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. <u>Fee Lands</u>. 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. <u>Pipelines</u>. 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 ail 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,

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For the means of rather may, convey the same under and appreciant to applicable tax. all rachs, thick, interest and estate to: Grantor of any hature whatsoever in and to party lands and interests in lands together with all improvements, buildings, syllgunes, proclines, fixeures and appurenances of levely kind or nature thereon, if any, located in the purishing ones, listed on Party V. of Exhibit A hereto:

C. With respect to any deed assignment on conveyance from Grantor, or a predecessor in many part of Grantor; as grantor, in favor of a third party, as grantee, including hose shown in any part of Exhibit A. which deeds assignments and conveyances and of the shown in the context of a "Save and Except" provision listing prior conveyances, therein called "Prior Conveyance by Grantor,"), all easements, rights-of-way and other tiples and interests, if any, reserved by Grantor, or a predecessor in title of Conveyance by Grantor, or a predecessor in title of Conveyance by Grantor.

d. The right, title and interest, if any, reserved by or granted to the Grantor, for 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 Party 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 fille 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 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

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TO HAVE AND TO HIGHD the Subject Property, subject to the terms and conginerate unto Grantee, its successors and assigns, forever.

OTHER TERMS AND CONDITIONS

PERMITTED ENCOMBRANCES.

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; nights-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 trabunals 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.

ASSUMPTION OF THE ASSUMED OBLIGATIONS: INDEMNIFICATION BY GRANTEE.

"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

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

Grantee and Grantor agree that the disclaimers contained in this Section are onspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, by enant or warranty of any kind, express, implied or statutory. WITHOUT LIMITING HE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY A THE COLLEGE OF THE COLLEGE OF THE STATE OF

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. TURTHER ASSURANCES

Granter 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, Granter 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.

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The Property of the Subject Acoustics and Grantee; may have executed and delivered, or may execute incliding, or thin segurate transfers of individual lands, easements or instruments, which is closed in the Subject Acoperty, for filing with and approval by the United States of measuremental entities and agencies. Said separate transfers, if any, and his conveyance shall, when taken together, be deemed to constitute the one Conveyance transfers applicable portion of the Subject Property. Said separate transfers, if any, to the stending said governmental entities and agencies. Said separate transfers, if any, are no intended to modify, and shall not modify, any of the terms, covenants and against set torth herein and are not intended to create, and shall not create, any changes are torth herein and are not intended to create. Said separate transfers, (any, shall be deemed to contain all of the terms and provisions of this Conveyance, as (illy, and to all intents and purposes as though the same were set forth at length in said sparate transfer. This Conveyance, insofar as it pertains to any portion of the Subject tope my 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 tester, is made and accepted subject to the approval of the United States of America or rageney, 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.

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THE LAW OF THE DERIVERS DESCRIPTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL ARREST.

C PERFECCIONES

References 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. <u>HEADINGS</u>.

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

E. <u>COUNTERPARTS.</u>

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.

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Deputy Corporate Secretary Exhibit A: Subject Property
Exhibit B: Excepted Property

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Adde to resource Conveyance, Assignment and Billiof Sale was acknowledged before the for December 2015. I 1990, by Pergy 85 Menchaca, as Aviced President, and Secretary, of NORTH FRN DAVIGRAL GAS COMPANY, and behavior corporation; on behavior said comporation.



Notary Public ill and for the State of Texas

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Part III - Description of the Pipelines:

Part All - Description of the Easements.

Raftely - Description of the Other Interests.

Part V - Jurisdictions.

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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 "hone".

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

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Identification of the Parkas Part L III By or VII. The state and county, parish or recording jurisdiction where the applicable portion of the Slibject Property, is located.

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

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.

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mentioescribed in the applicable public records of the state and county, parish for 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 or other applicable public 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

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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

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Northwest Ottatier ENTW/4 or NW1/4 or NW4 or NW; Southwest Ottatier SE/4 or SE/1/4 or SW4 or SW; Southwest Ottatier SE/4 or SE/4 or SE/4 or SE4 or SE; Northwest Ottatier - NE/4 or NE1/4 or NE4 or NE; North Half - N/2 or N#/2 or N2; South Half - N/2 or Si/2 or S2; East Half - E/2 or E1/2 or E2; West Half - W/2 or W1/2 or W2; and Southeast Ouarter 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 "Lts" 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

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