

FILED
CASS COUNTY, NE.

2018 APR 23 AM 10:18

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David Johnson
REGISTER OF DEEDS

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(117)

ASSIGNMENT AND ASSUMPTION OF RIGHTS-OF-WAY

This Assignment and Assumption of Right-of-Way (this "Agreement"), dated as of April 16, 2018, is entered into by and between NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership (the "Buyer"), with a street address of 19003 IH-10 West, San Antonio, Texas 78257, and CHS McPherson Refinery Inc., a Kansas cooperative marketing association (f/k/a National Cooperative Refinery Association) (the "Seller" and, together with the Buyer, the "Parties"), with a street address of 5500 Cenex Drive, MS 625, Inver Grove Heights, Minnesota 55077.

RECITALS

- A. The Parties entered into that certain Purchase and Sale Agreement, dated as of March 29, 2018 (the "Purchase Agreement"), pursuant to which, among other things, the Seller agreed to sell and assign to the Buyer, and the Buyer agreed to purchase and assume from the Seller, all of the Rights-of-Way.
- B. The Parties agreed to enter into this Agreement in order to evidence the sale and assignment of the Rights-of-Way by the Seller to the Buyer and the purchase and assumption of the Rights-of-Way by the Buyer from the Seller.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Time and subject to the terms and conditions set forth in the Purchase Agreement, including Section 2.7 of the Purchase Agreement, the Seller hereby sells and assigns to the Buyer, and the Buyer hereby purchases and assumes from the Seller, all of the Rights-of-Way located in Cass County, Nebraska, which are set forth on Exhibit A. The Buyer hereby assumes all of the Liabilities of the Seller associated with or related to the

Rights-of-Way, subject to the terms of the Purchase Agreement. The Rights-of-Way being the same as the Rights-of-Way conveyed to the Seller by instruments recorded at the Books and Pages in the Office of the Recorder for Cass County, Nebraska as set forth in Exhibit A hereto.

2. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement are to govern.

3. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction is to be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

4. This Agreement, as well as all matters in dispute between the Parties, whether arising from or relating to this Agreement or arising from or relating to alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including fraud, misrepresentation, negligence, or any other alleged tort or violation of this Agreement, regardless of the legal theory upon which such matter is asserted, are to be governed by, construed under, and enforced in accordance with the Legal Requirements of the State of New York without regard to any conflicts of laws principles that would require the application of any other Legal Requirements.

5. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT, WHETHER NOW OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EITHER PARTY IS PERMITTED TO FILE A COPY OF THIS SECTION 5 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT BETWEEN THE PARTIES TO IRREVOCABLY WAIVE TRIAL BY JURY, AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THE PARTIES RELATING TO THIS AGREEMENT IS INSTEAD TO BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

6. The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, are to be deemed to constitute one and the same agreement.

7. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals. Capitalized terms used in this Agreement, but not defined in this Agreement, have the meanings given to such terms in the Purchase Agreement.

[Signature Page Follows]

Each of the Parties, intending to be legally bound, has caused an authorized Representative of such Party to duly execute this Agreement on behalf of such Party, to be effective as of the date first set forth above.

BUYER:

NUSTAR PIPELINE OPERATING
PARTNERSHIP L.P. by and through its general
partner, NuStar Pipeline Company, LLC

By: Carin Hoch
Name: Carin Hoch
Title: Vice President

STATE OF TEXAS)

COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this 12th of April, 2018 by Carin Hoch, Vice President of NuStar Pipeline Company, LLC, general partner of NUSTAR PIPELINE OPERATING PARTNERSHIP L.P., a Delaware limited partnership, on behalf of the limited partnership proved to me through satisfactory identification of personally known to be the person whose name is signed above who personally executed such document in my presence, acknowledged to me that he/she signed it voluntarily for its stated purpose and swore or affirmed to me that all statements made herein are true, accurate and complete.

Teresa Tiller
Notary Public

(Signature of Person Taking Acknowledgment)

Notary Public
(Title or Rank)

838767-6
(Serial Number, if any)



SELLER:

CHS MCPHERSON REFINERY INC.

By: James Loving
Name: James Loving
Title: Chairman of the Board

STATE OF MINNESOTA

COUNTY OF DAKOTA

The foregoing instrument was acknowledged before me this April 12, 2018 by James Loving, Chairman of the Board of CHS MCPHERSON REFINERY INC., a Kansas cooperative marketing association, on behalf of the cooperative marketing association proved to me through satisfactory identification of James Loving, to be the person whose name is signed above who personally executed such document in my presence, acknowledged to me that he/she signed it voluntarily for its stated purpose and swore or affirmed to me that all statements made herein are true, accurate and complete.

Esther I. Longseth
Notary Public

(Signature of Person Taking Acknowledgment)

Notary Public
(Title or Rank)

6106038

(Serial Number, if any)

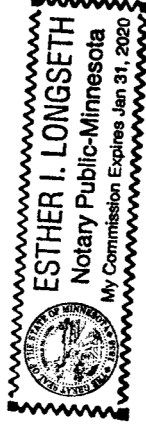


Exhibit A

Assumed Rights-of-Way

TRACT NUMBER	S-T-R	LANDOWNER	LEGAL DESCRIPTION	ROW WIDTH	NOTES / RESTRICTIONS	ESMT BOOK/PAGE
N-CA-1	31-10-13E	HELEN OST ET AL	SW4			Y/373 Assigned Y/402
N-CA-2	31-10-13E	LOUIE W & AGNES A ROSS	SE4 & W2 NE4			Y/356 Assigned Y/402
N-CA-3	31-10-13E	CARL A & AMELIA N BALFOUR	E2 NE4			Y/355 Assigned Y/402
N-CA-4	30-10-13E	CARL A & AMELIA N BALFOUR	SE4			Y/355 Assigned Y/402
N-CA-5	29-10-13E	GEORGE KIME ET AL	SW4 & SW4 NW4			Y/355 Assigned Y/402
N-CA-6	29-10-13E	ISADORE SHELDON & MARION N TUCKER	NW4 NW4, E2 NW4 & NE4			Y/356 Assigned Y/402
N-CA-7	20-10-13E	MABLE LEWIS, GUARDIAN FOR LOUELLE KETCH	SE4 SW4			Y/376 Assigned Y/402
N-CA-8	20-10-13E	EVELYNE SHELDON ET AL	N2 NW4, SE4 NW4, LOT4 IN SW4 NW4, N2 SW4, N2 SE4, S2 NE4, LOT 2 NW4			Y/357 & 358 Assigned Y/402
N-CA-9	17-10-13E	R N & EMMA K OPP	SE4			Y/358 Assigned Y/402
N-CA-10	16-10-13E	R N & EMMA K OPP	NW4 SW4			Y/358 Assigned Y/402
N-CA-11	16-10-13E	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	NW4			Y/387 Assigned Y/402
	16-10-3E	H L AND ELSIE HANSEN	NE4			Y/361 Assigned Y/402
N-CA-12	9-10-13E	HELEN OST ET AL	E2 SW4, W2 SE4, SE4NW4, SW4 NE4			Y/373 Assigned Y/402

N-CA-13	9-10-13E	LEWIS B & NETTIE MOUGEY	E2 NE4			Y/358 Assigned Y/402
N-CA-14	10-10-13E	LEWIS B & NETTIE MOUGEY	NW4			Y/358 Assigned Y/402
N-CA-15	3-10-13E	J R CROSS ET AL	S2 SW4			Y/359 Assigned Y/402
N-CA-16	3-10-13E	MELVIN R & RUTH U TODD	E2			Y/360 Assigned Y/402
N-CA-17	2-10-13E	DELBERT W & LILLIAN H TODD	N2 NW4			Y/360 Assigned Y/402
N-CA-18	35-11-13E	LAUREN B & PAULINE A TODD	W2 & S2 SE4			Y/361 Assigned Y/402
N-CA-19	26-11-13E	MAE MARTHA BEAM ET AL	S2 SW4			Y/362 Assigned Y/402
N-CA-20	26-11-13E	LAUREN B & PAULINE A TODD	S2 SE4			Y/361 Assigned Y/402
N-CA-21	26-11-13E	MARTIN & MAE SPORER	N2 SE4			Y/363 Assigned Y/402
N-CA-22	26-11-13E	GLEN & ALICE TODD	S2 NE4 & N2 SW4			Y/363 Assigned Y/402
N-CA-23	26-11-13E	MARY A TAYLOR	N2 NE4			Y/363 Assigned Y/402
N-CA-24	23-11-13E	NELLIE SPANGLER ET AL	SE4	33 feet	ROW width not to exceed 33 feet.	Y/364 Assigned Y/402
N-CA-25	24-11-13E	GLADYS M & WILL LINDNER	NW4 SW4, LOT 3 IN SE4NW4, LOT 8 IN SW4 NW4			Y/365 Assigned Y/402
N-CA-26	24-11-13E	L C HOSCHAR	LOTS 6 & 7 IN NE4 NW/4			Y/365 Assigned Y/402
N-CA-27	24-11-13E	J HALL	W2 W2 NE4,	W2 W2		Y/375

		<p>SOULE AND F JAMES HALL</p>	<p>LOT 1 IN NE4 NW4, LOTS2 & 11 IN SE4 NW4</p>	<p>NE4, LOT 1 IN NE4 NW4, LOTS2 & 11 IN SE4 NW4</p>	<p>Assigned Y/402</p>
<p>N-CA-28</p>	<p>13-11-13E</p>	<p>ELIZA A & G H GILMORE</p>	<p>LOT 5 IN NE4 SW4, LOT 4 IN SE4 SW4, LOT 14 IN NE4 SE4, LOT 15 IN NW4 SE4, S2 SE4</p>	<p>60 feet/20 ft easterly & 40 feet westerly of existing line</p>	<p>Agreement signed in June, 1971 with Beaver Lake Corp, limiting pipeline ROW to 60 feet wide, 20 feet easterly and 40 feet westerly of the location of the existing pipeline. Ingress/egress allowed butrestricted to rear 20 feet of adjoining residential lots. Also providing for no construction within the 60 foot easement or on the rear 20 feet of adjoining lots. Markers may be placed at 140 foot intervals over the existing line. Recorded 6/15/1971 in Bk 12 Plat #6 Pg 4A/Pg 225.</p> <p>Y/365 Assigned Y/402 12/225</p>
<p>N-CA-29</p>	<p>13-11-13E</p>	<p>KATIE BINTNER</p>	<p>LOT 8 IN NE4 NE4, LOT 9 IN NW4 NE4, S2 NE4, LOT 10 IN NE4 SE4, LOT 11 NW/4 NE/4</p>	<p>60 feet/20 ft easterly easterly & 40 feet westerly of</p>	<p>Agreement signed in June, 1971 with Beaver Lake Corp, limiting pipeline ROW to 60 feet wide, 20 feet easterly and 40 feet westerly of the location of the</p> <p>Y/366 Assigned Y/402 12/225</p>

N-CA-30	13-11-13E	PEARL & REX YOUNG	LOT 7 IN NE4 NE4, LOT 6 IN NW4 NE4	existing line	existing pipeline. Ingress/egress allowed but restricted to rear 20 feet of adjoining residential lots. Also providing for no construction within the 60 foot easement or on the rear 20 feet of adjoining lots. Markers may be placed at 140 foot intervals over the existing line. Recorded 6/15/1971 in Bk 12 Plat #6 Pg 4A/Pg 225.	Y/366 Assigned Y/402
N-CA-31	12-11-13E	PEARL & REX YOUNG	NE4 SE4, LOT 20 IN NW4 SE4, S2 SE4			Y/366 Assigned Y/402
N-CA-32	12-11-13E	T H & LIDA P POLLOCK	LOT 1 IN NE4 NE4, LOT 22 & 23 IN W2 NE4, LOT 2 IN SE4 NE4, N2 NW4, SW4 NW4, LOT 13 IN NE4 NE4, LOT 14 SE4 NE4			Y/367 Assigned Y/402
N-CA-33	1-11-13-E	T H & LIDA P POLLOCK	SE4	100 ft/50 feet on either side of pipeline	Agreement with Mark & Kathryn Tincher limiting ROW width to 100 feet/50 feet on either side of existing pipeline. May erect markers at 200 foot intervals. Recorded 4/6/2000 in Bk 55 Misc/486.	Y/367 Assigned Y/402 55/486
N-CA-34	6-11-14E	R A & NELLIE TROOP	NW4 SW4			Y/372 Assigned Y/402
N-CA-35	6-11-14E	JOHN & CLARA BERGMANN	NW4 & W2 NE4			Y/377 Assigned Y/402
N-CA-36	31-12-14E	PHILIP G & MARGARET LEPERT	E2 SE4 & SW4 SE4			Y/367 Assigned Y/402
N-CA-37		JULIUS A PITZ ET AL	SE4 NE4, NW4 SE4	100 ft/50 Feet on	Agreement with Mark & Kathryn Tincher	Y/374 Assigned

				either side of pipeline	limiting ROW width to	Y/402
	31-12-14E		& 15 AC OFF S SIDE OF SW4 NE4		100 feet/50 feet on either side of existing pipeline. May erect markers at 200 foot intervals. Recorded 4/6/2000 in Bk 55 Misc/501.	Y/402 55/501
N-CA-38	31-12-14E	W H TUEY	NE4 NE4			Y/368 Assigned Y/402
N-CA-39	30-12-14E	TICIA BLANCHE & ELIZA OLIVE HORNING	E2 SE4 & SE4 NE4			Y/368 Assigned Y/402
N-CA-40	30-12-14E	MERLE & HAZEL J RAINEY	E 30 AC OF NE4, W2 NE4 NE4 KNOWN AS TAX LOT 3, S 13 AC OF E2 NE4 NE4 KNOWN AS TAX LOTS 2 & 12			Y/374 Assigned Y/402
N-CA-41	29-12-14E	MERLE & HAZEL J RAINEY	TAX LOT 55 IN NW4			Y/374 Assigned Y/402
N-CA-42	29-12-14E	MARK & RHODA ILES	LOTS 41, 42 & 43 IN NW4			Y/371 Assigned Y/402
N-CA-43	20-12-14E	MARK & RHODA ILES	LOT 14 IN SW4 SW4			Y/371 Assigned Y/402
N-CA-44	20-12-14E	JOHN & CHRISTINA CHOVANEK	LOT 4 IN W2 SW\$ LOT 5 & PART OF LOT 36 IN NW4 SW4, LOT 30 IN W2 SW4, LOTS 31, 44			Y/369 Assigned Y/402
N-CA-45	20-12-14E	FRANK SEYDLITZ	LOTS 3, 8, 28 & 40			Y/370 Assigned

N-CA-46	20-12-14E	T H & LIDA P POLLOCK	LOTS 2, 32 & PART OF 36 IN NW4		Also original installation of valve and scraper trap boxes recorded 7/3/1941 in Bk Y/309.	Y/402 Y/369 Y/309
	20-12-14E	ROBERT CASTER	LOT 135 IN THE AND THE N2 SW4			Y Gen/ 793
	20-12-14E	VIGSTOL REVOCABLE TRUST	LOT 132 NW4			Y Gen / 797