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CASS COUNTY, NE.

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PATRICIA MEISINGER
REGISTER OF DEEDS
Dec # 276 * 146 00

Recording Requested by and when Recorded Return to: Williams Energy Services, ATTN: Real Estate Services, RES - 2nd Floor, P.O. Box 21628, Tulsa, Oklahoma 74121-1628

MASTER CONVEYANCE, ASSIGNMENT AND BILL OF SALE

Cass County, Nebraska

KNOW ALL MEN BY THESE PRESENTS:

This Master Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of January 1, 2001 (the "Effective Date") but each of the conveyances set forth herein shall be effective as of the respective dates set forth in Parts I, II, III and IV hereof, is by and among MAPCO Inc., a Delaware corporation, with its general office at One Williams Center, Tulsa, Oklahoma, and whose mailing address is One Williams Center, Mail Drop 35-1, Tulsa, Oklahoma 74172 (herein called "MAPCO"); Mid-America Pipeline Company, a Delaware corporation, with its general office at One Williams Center, Tulsa, Oklahoma, and whose mailing address is One Williams Center, Mail Drop 35-1, Tulsa, Oklahoma 74172 (herein called "New Mid-America"); Williams Natural Gas Liquids, Inc., a Delaware corporation and formerly known as MAPCO Transportation Inc., with its general office at One Williams Center, Tulsa, Oklahoma, and whose mailing address is One Williams Center, Mail Drop 35-1, Tulsa, Oklahoma 74172 (herein called "WNLG"); and Williams Ammonia Pipeline, Inc., a Delaware corporation and formerly known as MAPCO Ammonia Pipeline Inc., with its general office at One Williams Center, Tulsa, Oklahoma, and whose mailing address is One Williams Center, Mail Drop 35-1, Tulsa, Oklahoma 74172 (herein called "WAP")

WHEREAS, portions of the real and personal properties described on Exhibit A together with all buildings, fixtures and equipment used in connection therewith and all other assets owned by MAPCO on December 31, 1981, that related in any way to the natural gas liquids pipelines and ammonia pipelines then owned by MAPCO wherever located (collectively, the "Pipeline Properties") were beneficially owned by some or all of the parties to this Conveyance at one time prior to the Effective Date, but in some instances documents evidencing such beneficial ownership were unintentionally not recorded in the appropriate records by the applicable party; and

WHEREAS, in 1959 Midcontinent Eastern Pipeline Corporation, a Delaware corporation, began acquiring pipeline easements in various states, some of which are part of the Pipeline Properties; and

WHEREAS, effective February 2, 1960, Midcontinent Eastern Pipeline Corporation changed its name to Mid-America Pipeline Company ("Mid-America"); and

WHEREAS, effective May 2, 1968, Old Mid-America changed its name to MAPCO Inc. and

WHEREAS, effective May 31, 1968, New Mid-America was formed; and

WHEREAS, effective December 31, 1981, MAPCO, as the then owner and operator of portions of the Pipeline Properties, conveyed all of its right, titles and interests in and to the portion of the Pipeline Properties then owned by MAPCO to New Mid-America without recording any instrument evidencing such conveyance; and

WHEREAS, effective January 1, 1989, New Mid-America declared a dividend to its sole shareholder, MAPCO Transportation Inc., a Delaware corporation ("MTI"), of all of the Subject Property, as hereinafter defined, then owned by New Mid-America without recording any instrument evidencing such conveyance; and

WHEREAS, effective February 8, 1989, MTI contributed all of the Subject Property then owned by MTI to its wholly owned subsidiary, MAPCO Ammonia Pipeline Inc., a Delaware corporation ("MAP"); and

WHEREAS, effective December 29, 1992, MTI changed its name to MAPCO Natural Gas Liquids Inc.; and

WHEREAS, effective November 12, 1998, MAPCO Natural Gas Liquids, Inc. changed its name to Williams Natural Gas Liquids, Inc.; and

WHEREAS, effective April 21, 1999, MAP changed its name to Williams Ammonia Pipeline, Inc.; and

RECITALS

WHEREAS, the parties to this Conveyance desire to confirm the correct record of ownership to the Easements, as defined in Section 2.1, and other real and personal property with WAP being the ultimate owner of the Subject Property, and the remainder of the Easements and various real and personal property used in connection therewith which are not part of the Subject Property, together with a fifty percent (50%) undivided interest in the Shared Equipment, as defined in Section 2.1, being owned by New Mid-America.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed the parties hereto hereby agree as follows:

**PART I
INITIAL TRANSFER**

1.1 Granting and Habendum Clauses.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MAPCO hereby grants, conveys, bargains, assigns, transfers, sells, delivers and sets over unto New Mid-America, its successors and assigns, effective December 31, 1981, all right, title, interest and estate of MAPCO on that date in and to the Pipeline Properties.

TO HAVE AND TO HOLD the Pipeline Properties, subject to the Pipeline Permitted Encumbrances and the MAPCO Liabilities, as hereinafter defined, and all of the other terms, conditions, exceptions and reservations of this Part I, unto New Mid-America, its successors and assigns, forever.

1.2 Terms of Assignment.

The conveyance and assignment made under this Part I by MAPCO are made subject to the following matters:

(a) All of the terms and conditions set forth in all recorded and unrecorded liens, charges, encumbrances, contracts, agreements, instruments (including, without limitation, recorded easements and rights-of-way), obligations, defects, irregularities, mortgages, pledges, restrictions, security interests, options or preferential rights to purchase, adverse claims and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Pipeline Properties or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Pipeline Properties as of December 31, 1981, and to all physical and other matters that a current survey or visual inspection, including probing for pipelines, would reflect, and to the MAPCO Liabilities assumed by New Mid-America pursuant to Section 1.3 (collectively, the "Pipeline Permitted Encumbrances").

(b) Such conveyance and assignment are made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of New Mid-America and all persons claiming by, through, and under New Mid-America, to the extent assignable, in and to all covenants and warranties by the predecessors in title of MAPCO and

New Mid-America agrees that the disclaimers contained in this section are "conspicuous" disclaimers. All rights, titles, interests and estate of MAPCO in and to the Pipeline Properties are conveyed to New Mid-America without recourse, covenant or warranty of any kind, express, implied or statutory. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONVEYANCE, NEW MID-AMERICA ACKNOWLEDGES AND AGREES THAT MAPCO HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT (ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY MAPCO), REGARDING (A) THE TITLE, VALUE, NATURE, QUALITY OR CONDITION OF ANY PORTION OF THE PIPELINE PROPERTIES INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION OF THE PIPELINE PROPERTIES GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON, IN OR UNDER THE PIPELINE PROPERTIES, (B) THE INCOME TO BE DERIVED FROM THE PIPELINE PROPERTIES, (C) THE SUITABILITY OF THE PIPELINE PROPERTIES FOR ANY AND ALL ACTIVITIES AND USES WHICH NEW MID-AMERICA MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PIPELINE PROPERTIES OR ITS OPERATION WITH ANY LAWS (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PIPELINE PROPERTIES. NEW MID-AMERICA ACKNOWLEDGES AND AGREES THAT NEW MID-AMERICA HAS THE OPPORTUNITY TO INSPECT THE PIPELINE PROPERTIES AND NEW MID-AMERICA IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PIPELINE PROPERTIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY MAPCO. MAPCO IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PIPELINE PROPERTIES FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. NEW MID-AMERICA ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF MAPCO'S INTEREST IN THE PIPELINE PROPERTIES AS PROVIDED FOR HEREIN IS MADE IN AN "AS IS," "WHERE IS" CONDITION WITH ALL FAULTS, AND THE INTEREST OF MAPCO IN THE PIPELINE PROPERTIES IS CONVEYED BY MAPCO AND ACCEPTED BY NEW MID-AMERICA SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY MAPCO AND NEW MID-AMERICA AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF MAPCO, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PIPELINE PROPERTIES OR ANY INTEREST OF MAPCO THEREIN THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

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 Pipeline Properties.

1.3 Assumption of Obligations; Indemnification.

(a) New Mid-America hereby assumes and agrees to pay, perform and discharge the MAPCO Liabilities to the full extent that MAPCO has been heretofore obligated to pay, perform and discharge the MAPCO Liabilities, and to protect, defend, indemnify and hold harmless MAPCO from and against the MAPCO Liabilities (including, without limitation, attorney's fees, court costs and other costs of suit relating thereto), provided, however, that said assumption and agreement to pay, perform and discharge shall not increase the obligation of New Mid-America with respect thereto beyond that of MAPCO, or waive any valid defense that was available to MAPCO with respect thereto, or enlarge any rights or remedies of any third party under any contracts, agreements, franchises, leases, licenses, commitments, promissory notes, bonds or undertakings with MAPCO.

The term "MAPCO Liabilities" shall mean all liabilities of MAPCO as of December 31, 1981 relating solely to the Pipeline Properties or the business represented thereby, whether accrued, contingent, known or unknown, and whether or not reflected on the books and records of MAPCO as of December 31, 1981.

(b) New Mid-America shall indemnify, defend and hold harmless MAPCO and its shareholders, directors, officers, employees and agents from and against any costs, damages, expenses and fees suffered or incurred by any of such parties which result from the (a) violation by New Mid-America of any of the covenants contained in this Conveyance, (b) ownership, use or operation of the Pipeline Properties including, without limitation, environmental damage to any portion of the Pipeline Properties, or (c) injury to or death of any person or for damage to property arising out of or in any way in connection with the ownership, use or operation of the Pipeline Properties by New Mid-America, its successors and assigns, except to the extent such injuries, death or damages are caused solely by the negligence or other fault of MAPCO, or its agents, employees, successors or assigns.

PART II TRANSFER FROM NEW MID AMERICA TO WNGL

2.1 Granting and Habendum Clauses.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Mid-America hereby grants, conveys, bargains, assigns, transfers, sells, delivers and sets over unto WNGL (in its capacity as successor by name change to MTI) and its successors and assigns, effective as of January 1, 1989, all right, title, interest and estate of New Mid-America on that date in and to the following described property (collectively, the "Subject Property"), to wit (the same to include all right, title, interest and estate in the Subject Property which this Conveyance purports to have vested in New Mid-America on such date):

(a) Ammonia Pipelines. All of the following matters (collectively, together with all additions or replacements, the "Ammonia Pipeline")

(i) The presently existing ammonia pipelines described in Part I of Exhibit A hereto:

(ii) all buildings, structures, appurtenances, fixtures, equipment and tools of every kind or nature that are situated along or are proximate to the easements and that are used solely in connection with such ammonia pipelines, including, without limitation, all stations, substations, pumping stations, metering stations, meter houses, regulator houses, tanks, scrapers, fittings, valves, connections, cathodic or electric protection units, bypasses, regulators, damps, meters, pumps, engines, pipes, gates, telephones, telegraph and other telecommunication lines, poles, wires, casings and fixtures, headers, aerial suspension river crossings, appliances, electric power lines, terminals and truck racks; and

(iii) an undivided fifty percent (50%) interest in all other buildings, structures, appurtenances, fixtures, equipment and tools of every kind or nature that are situated along or are proximate to the easements and that are used in connection with such ammonia pipelines in conjunction with New Mid-America (collectively, the "Shared Equipment"), including but not limited to all types of equipment similar to the equipment listed in clause (iii) immediately above, which undivided interest shall give WNGL the right to use the Shared Equipment on a non-exclusive basis with New Mid-America as reasonably necessary for the operation, inspection, maintenance, repair, removal and replacement of the ammonia pipelines described in Part I of Exhibit A hereto.

(b) **Easements.** Subject to the limitations contained in this Section 2.1(b), the easements, rights of way, amendatory grants, servitudes, surface leases, interest in land, permits and grants, and all amendments to each thereof, if any, described in Part II of Exhibit A hereto, together with all prescriptive rights and all franchises, privileges, permits, grants, leases and consents in favor of MAPCO, or MAPCO's predecessors in title, in, on, over and under lands, roads, highways, railroads, rivers, canals, ditches, bridges, state and national parks, forests and wilderness areas, public grounds or structures, or elsewhere, and all rights incident thereto, rights under condemnation and condemnation judgments, judgments on declaration of taking, permits and grants for the laying, maintenance and operation of the Ammonia Pipeline (collectively, the "Easements" and singularly, the "Easement"). Notwithstanding the foregoing, Part II of Exhibit A is divided into the following two parts: (i) Exhibit A - Part II A covers those Easements in which New Mid-America conveys all of its right, title, interest and estate in all of Easements shown thereon, and (ii) Exhibit A - Part II B relates to Easements in which New Mid-America herein grants and conveys the following (collectively, the "Partial Easement Interests"):

(1) A partial, non-exclusive easement two feet wide along the entire length of the Ammonia Pipeline situated within the land that is subject to the Easement shown on Exhibit A - Part II B (the "Ammonia Pipeline Easement"), with the centerline being the centerline of such Ammonia Pipeline. The Ammonia Pipeline Easement is to be used solely for the operation, inspection, maintenance, repair, removal and replacement of the Ammonia Pipeline.

(2) In accordance with, consistent with, and in conjunction with the rights of New Mid-America, a non-exclusive easement over and across all other portions of the Easements for ingress and egress to and from the Ammonia Pipeline Easement and to conduct all activities (including, without limitation, utilizing temporary working space) reasonably necessary for the sole purpose of the inspection, maintenance, repair, removal

and replacement of the Ammonia Pipeline; provided, however, that all activities conducted on such other portions of the Easements shall be conducted in accordance with all ownership, maintenance and operation policies and procedures applicable to the Easements that are established from time to time by New Mid-America and its successors and assigns.

As to the Partial Easement Interests, New Mid-America expressly reserves unto itself and its successors and assigns, any and all rights in and to all of the Easements not expressly assigned or granted to WNGL hereunder including, without limitation, the right to use (i) all portions of the Easements outside of the Ammonia Pipeline Easement for the installation, operation, inspection, maintenance, repair, removal and replacement of New Mid-America's and its successors' and assigns' pipelines, cables or other lines or equipment or for any other purpose whatsoever, and (ii) all portions of the Ammonia Pipeline Easement for the installation, operation, inspection, maintenance, repair, removal and replacement of New Mid-America's and its successors' and assigns' other pipelines, cables or other lines or equipment located therein or for any other purpose whatsoever so long as such use does not unreasonably interfere with the operation, inspection, maintenance, repair, removal and replacement of the Ammonia Pipeline (the matters covered in clause [i] and [ii] being collectively referred to as the "Retained Rights"). and, subject to the foregoing, the conveyance and assignment under the terms of this Conveyance of the Partial Easement Interests shall not impair New Mid-America's exercise of its rights under the Easements. As to the Partial Easement Interests, New Mid-America and WNGL recognize and agree that WNGL's rights and interests as herein conveyed shall be subservient to the interests owned and/or retained by New Mid-America.

The easement rights granted by this Conveyance as to the Partial Easement Interests shall be non-exclusive and shall not entitle WNGL, or its successors and assigns, to the exclusive use of any portion of the property covered by the Partial Easement Interests, but shall be a joint use with New Mid-America and its successors and assigns. Without limiting the foregoing, New Mid-America and its successors and assigns shall have the right to grant and create additional easements, rights-of-way and use to other parties on, over or under any portion of the Ammonia Pipeline Easement provided such additionally granted or created easements, rights-of-way or uses do not unreasonably interfere with the operation, inspection, maintenance, repair, removal and replacement of the Ammonia Pipeline.

WNGL acknowledges that the Ammonia Pipeline Easement is superimposed upon the existing Easements listed in Exhibit A - Part II B, and the Partial Easement Interests shall automatically terminate upon the expiration or termination of such existing Easements.

(c) **Other Interests.**

With respect to the property described in Sections 2.1(a) and (b), all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, including, without limitation, all reversionary interests and reversions, remainders, tolls, rents, revenues, issues, earnings, income products and profits thereof, and all the right, title, interest, estate and claim whatsoever, at law as well as in equity, of New Mid-America in and to such property, except for the Retained Rights, from and after January 1, 1989.

The term "New Mid-America Liabilities" shall mean all liabilities of New Mid-America relating solely to the Subject Property or the business represented thereby as of January 1, 1989, whether accrued, contingent, known or unknown, and whether or not reflected on the books and records of New Mid-America as of January 1, 1989.

WNGL hereby assumes and agrees to pay, perform and discharge the New Mid-America Liabilities to the full extent that New Mid-America has been heretofore obligated to pay, perform and discharge the New Mid-America Liabilities, and to protect, defend, indemnify and hold harmless New Mid-America from and against the New Mid-America Liabilities (including, without limitation, attorney's fees, court costs and other costs of suit relating thereto), provided, however, that said assumption and agreement to pay, perform and discharge shall not increase the obligation of WNGL with respect thereto beyond that of New Mid-America, or waive any rights or remedies of any third party under any contracts, agreements, franchises, leases, licenses, commitments, promissory notes, bonds or undertakings with New Mid-America.

2.3 Assumed Mid-America Liabilities.

The conveyance and assignment in this Part II are made and accepted expressly subject to the terms and conditions set forth in the easements, rights-of-way, and other instruments described in Exhibit A and to all recorded and unrecorded liens, charges, encumbrances, contracts, agreements (including, without limitation, recorded easements and rights-of-way), obligations, defects, irregularities, mortgages, pledges, restrictions, security interests, options or preferential rights to purchase, adverse claims 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 on January 1, 1989, and to all physical and other matters that a current survey or visual inspection, including probing for pipelines, would reflect, and to the New Mid-America Liabilities, as hereinafter defined, assumed by WNGL pursuant to Section 2.3 (collectively, the "Subject Property Permitted Encumbrances").

2.2 Subject Property Permitted Encumbrances.

WNGL is no longer known as MTT it is executing this Conveyance in the capacity as the successor by name change to MTT. It is understood and agreed that it is intended that record title reflect that the Subject Property was vested in MTT on January 1, 1989, as WNGL was known on such date, but since WNGL is no longer known as MTT it is executing this Conveyance in the capacity as the successor by name change to MTT. TO HAVE AND TO HOLD the Subject Property, subject to the Retained Rights, the Subject Property Permitted Encumbrances, the New Mid-America Liabilities, as hereinafter defined, and all of the other terms, conditions, exceptions and reservations hereof, unto WNGL, its successors and assigns, forever.

2.4 Disclaimer of Warranties; Subrogation.

(a) The conveyance and assignment in this Part II are made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of WNGL and all persons claiming by, through, and under WNGL, to the extent assignable, in and to all covenants and warranties by the predecessors in title of New Mid-America 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.

WNGL agrees that the disclaimers contained in this section are "conspicuous" disclaimers. The Subject Property is conveyed to WNGL without recourse, covenant or warranty of any kind, express, implied or statutory. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONVEYANCE, WNGL ACKNOWLEDGES AND AGREES THAT NEW MID-AMERICA HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT (ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY NEW MID-AMERICA), REGARDING (A) THE TITLE, VALUE, NATURE, QUALITY OR CONDITION OF ANY PORTION OF THE SUBJECT PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON, IN OR UNDER THE SUBJECT PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH WNGL MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY. WNGL ACKNOWLEDGES AND AGREES THAT WNGL HAS THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY AND WNGL IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY NEW MID-AMERICA. NEW MID-AMERICA IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE SUBJECT PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. WNGL ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, AND THE SUBJECT PROPERTY IS CONVEYED BY NEW MID-AMERICA AND ACCEPTED BY WNGL SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY NEW WNGL AND NEW MID-AMERICA AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF NEW MID-AMERICA.

2.6 **WNGL Indemnification.** WNGL shall indemnify, defend and hold harmless New Mid-America and its shareholders, directors, officers, employees and agents from and against any costs, damages, expenses and fees suffered or incurred by any of such parties which result from the (a) violation by WNGL of any of the covenants contained in this Conveyance, including, without limitation, all obligations of WNGL under Sections 2.3 and 2.5, (b) ownership, use or operation of the Subject Property including, without limitation, environmental damage to any portion of the Easements, the Subject Property or any property of New Mid-America located therein, or (c) injury to or death of any person or for damage to property arising out of or in any way in connection with the ownership, use or operation of the Subject Property by WNGL, its successors and assigns, except to the extent such injuries, death or damages are caused solely by

decisions of arbitrators or determinations of any governmental authority or court.
 The term "Laws" shall mean any and all laws, statutes, ordinances, rules or regulations promulgated by a governmental authority, orders of a governmental authority, judicial decisions, WNGL shall not grant, convey, assign or otherwise dispose of any of its rights, titles or interests in and to any portion of the Subject Property without the prior written consent of New Mid-America.

(d) WNGL shall not grant, convey, assign or otherwise dispose of any of its rights, titles or interests in and to any portion of the Subject Property without the prior written consent of New Mid-America at any time and from time to time.

(c) WNGL shall not interfere with New Mid-America's use of the property or assets that are subject to the Retained Rights (collectively the "Retained Property") including, without limitation, New Mid-America's right to use the Retained Property for additional pipelines and all appurtenant or other equipment presently located therein or that may be added or constructed by

(b) WNGL shall own, operate and maintain the Subject Property in accordance with all Laws, as defined in this Section 2.5, and WNGL shall not install any additional pipelines (other than replacement of the existing Armonia Pipeline), equipment or other matters on any portion of the Subject Property without the prior written consent of New Mid-America.

(a) New Mid-America and WNGL each agree to comply with all of the terms and provisions of the Subject Property Permitted Encumbrances and will not take any action or omit to take any action that would result in the termination of any Subject Property Permitted Encumbrance or any rights created thereby without the prior written consent of the other party (being New Mid-America or WNGL, as the case may be). Without limiting the generality of the foregoing, New Mid-America and WNGL shall each comply with all of the terms and provisions of the instruments establishing the interests of New Mid-America in and to the Easements to the extent of their interests in and to the Easements.

2.5 Compliance with Instruments and No Additional Pipelines

(b) Any covenants implied by statute or law by the use of the words "grant", "convey", "bargain", "assign", "transfer", "sell", "deliver" or "set over" or any of them or any other words used in this Conveyance are hereby expressly disclaimed, waived and negated.

WHETHER 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.

the negligence or other fault of New Mid-America, or its agents, employees, successors or assigns.

2.7 **New Mid-America Indemnification.** New Mid-America shall indemnify, defend and hold harmless WNGI and its partners and members and WNGI's and such partners' and members' respective shareholders, directors, officers, employees and agents and their successor's and assigns from and against any costs, damages, expenses and fees suffered or incurred by any of such parties which result from the (a) violation by New Mid-America of any of the covenants contained in this Conveyance, (b) ownership, use or operation of the Retained Property including, without limitation, environmental damage to any portion of the Easements or the Subject Property, or (c) injury to or death of any person or for damage to property arising out of or in any way connection with the ownership, use or operation of the Retained Property by New Mid-America, its successors and assigns, except where such injuries, death or damages are caused solely by the negligence or other fault of WNGI, or its agents, employees, successors or assigns.

2.8 **Indemnification Procedures.**

(a) New Mid-America and WNGI agree that within a reasonable period of time after either becomes aware of facts giving rise to a claim for indemnification pursuant to Section 2.6 or Section 2.7, the party that becomes aware of such facts will provide notice thereof in writing to the other party specifying the nature of and specific basis for such claim.

(b) The applicable indemnifying party under the terms of Section 2.6 and Section 2.7, as the case may be, (the "Indemnitor") shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the applicable indemnified party (the "Indemnitee") under the terms of Section 2.6 and Section 2.7, as the case may be, that are covered by the applicable indemnification set forth in Section 2.6 or Section 2.7, including, without limitation, the selection of counsel, determination of whether to appeal any decision of any court and the settling of any such matter or any issues relating thereto; *provided, however*, that no such settlement shall be entered into without the consent of the Indemnitee unless it includes a full release of the Indemnitee from such matter or issues, as the case may be.

(c) The Indemnitee agrees, at its sole cost and expense, to cooperate fully with the Indemnitor with respect to all aspects of the defense of any claims covered by the indemnification set forth in Section 2.6 and Section 2.7, including, without limitation, the prompt furnishing to the Indemnitor of any correspondence or other notice relating thereto that the Indemnitee may receive, permitting the name of the Indemnitee to be utilized in connection with such defense, the making available to the Indemnitor of any files, records or other information of the Indemnitee that the Indemnitor considers relevant to such defense and the making available to the Indemnitor of any employees of the Indemnitee; *provided, however*, that in connection therewith Indemnitor agrees to use reasonable efforts to minimize the impact thereof on the operations of the Indemnitee. In no event shall the obligation of the Indemnitee to cooperate with the Indemnitor as set forth in the immediately preceding sentence be construed as imposing upon the

(a) Such conveyance and assignment is subject to all of the terms and provisions contained in this Conveyance including, without limitation, the terms and provisions set forth in Part I and Part II of this Conveyance.

The conveyance and assignment made under this Part III by WNGGL is made subject to the following matters:

3.2 Terms of Assignment

It is understood and agreed that it is intended that the record reflect that the Subject Property was vested in MAP on February 8, 1989, as WAP was known on such date, but (i) since WAP is no longer known as MAP, WAP is executing this Conveyance in the capacity as the successor by name change to MAP, and (ii) since WNGGL is no longer known as MTT, WNGGL is executing this Conveyance in the capacity as the successor by name change to MTT.

TO HAVE AND TO HOLD the Subject Property, subject to the Subject Property Permitted Encumbrances and the WNGGL Liabilities, as hereinafter defined, and all of the other terms, conditions, exceptions and reservations of this Part III, unto WAP, its successors and assigns, forever.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WNGGL (in its capacity as successor by name change to MTT) hereby grants, conveys, bargains, assigns, transfers, sells, delivers and sets over unto WAP (in its capacity as successor by name change to MAP), its successors and assigns, effective February 8, 1989, all right, title, interest and estate of MTT (now known as WNGGL) on that date in and to the Subject Property (the same to include all right, title, interest and estate in and to the Subject Property which this Conveyance purports to have vested in WNGGL [then known as MTT] on such date).

3.1 Granting and Habendum Clauses

**PART III
TRANSFER FROM WNGGL TO WAP**

(d) In determining the amount of any loss, liability or expense for which an Indemnitee is entitled to indemnification under this Conveyance, the gross amount thereof will be reduced by any insurance proceeds realized or to be realized by the applicable Indemnitee, and such correlative insurance benefit shall be net of any insurance premium that becomes due as a result of such claim.

Indemnitee an obligation to hire and pay for counsel in connection with the defense of any claims covered by the applicable indemnification set forth in Section 2.6 or 2.7, as the case may be; *provided, however*, that the Indemnitee may, in its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnitee agrees to keep any such counsel hired by the Indemnitee reasonably informed as to the status of any such defense, but the Indemnitee shall have the right to retain sole control over such defense.

(b) This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of WAP and all persons claiming by, through, and under WAP, to the extent assignable, in and to all covenants and warranties by the predecessors in title of WNGL 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.

WAP agrees that the disclaimers contained in this section are "conspicuous" disclaimers. All rights, titles, interests and estate of WNGL in and to the Subject Property are conveyed to WAP without recourse, covenant or warranty of any kind, express, implied or statutory. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONVEYANCE, WAP ACKNOWLEDGES AND AGREES THAT WNGL HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT (ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY WNGL), REGARDING (A) THE TITLE, VALUE, NATURE, QUALITY OR CONDITION OF ANY PORTION OF THE SUBJECT PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON, IN OR UNDER THE SUBJECT PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH WAP MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY. WAP ACKNOWLEDGES AND AGREES THAT WAP HAS THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY AND WAP IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY WNGL. WNGL IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE SUBJECT PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. WAP ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF WNGL'S INTEREST IN THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, AND THE INTEREST OF WNGL IN THE SUBJECT PROPERTY IS CONVEYED BY WNGL AND ACCEPTED BY WAP SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY WNGL AND WAP AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF WNGL, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT PROPERTY OR ANY INTEREST OF WNGL THEREIN

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Mid-America and MAPCO Inc. (collectively, the "Residual Holders") hereby grant, convey, bargain, assign, transfer, sell, deliver and set over unto WAP, its successors and assigns, effective as of the Effective Date, all of their respective remaining right, title, interest and estate in and to the Subject Property, if any, to the extent that any of the foregoing transfers and conveyances have failed to transfer all of the interest of New Mid-America and MAPCO Inc. in the Subject Property.

4.1 Granting and Habendum Clauses

GENERAL ASSIGNMENT OF REMAINING INTERESTS, IF ANY, IN THE SUBJECT PROPERTY
PART IV

3.4 Approval of Assignment New Mid-America hereby consents to the conveyance and assignment set forth in this Part III effective as of February 8, 1989.

(b) WAP shall indemnify, defend and hold harmless WNGI, and its shareholders, directors, officers, employees and agents from and against any costs, damages, expenses and fees suffered or incurred by any of such parties which result from the (a) violation by WAP of any of the covenants contained in this Conveyance, (b) ownership, use or operation of the Subject Property including, without limitation, environmental damage to any portion of the Easements or the Subject Property, or (c) injury to or death of any person or for damage to property arising out of or in any way in connection with the ownership, use or operation of the Subject Property by WAP, its successors and assigns, except to the extent such injuries, death or damages are caused solely by the negligence or other fault of WNGI, or its agents, employees, successors or assigns.

The term "WNGI Liabilities" shall mean all liabilities of MTT as of February 8, 1989 (i) relating solely to the Subject Property or the business represented thereby, and (ii) under all of the provisions of Part I and Part II of this Conveyance whether accrued, contingent, known or unknown, and whether or not reflected on the books and records of MTT as of February 8, 1989.

(a) WAP hereby assumes and agrees to pay, perform and discharge the WNGI Liabilities to the full extent that WNGI has been heretofore obligated to pay, perform and discharge the WNGI Liabilities (including, without limitation, attorney's fees, court costs from and against the WNGI Liabilities) provided, however, that said assumption and agreement to pay, perform and discharge shall not increase the obligation of WAP with respect thereto beyond that of WNGI, or waive any valid defense that was available to WNGI with respect thereto, or enlarge any rights or remedies of any third party under any contracts, agreements, franchises, leases, licenses, commitments, promissory notes, bonds or undertakings with WNGI.

3.3 Assumption of Obligations; Indemnification

THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

TO HAVE AND TO HOLD the Subject Property, subject to the Retained Rights, the Subject Property Permitted Encumbrances and the Residual Holders Liabilities, as hereinafter defined, and all of the other terms, conditions, exceptions and reservations of this Part IV, unto WAP, its successors and assigns, forever.

4.2 Terms of Assignment.

The conveyance and assignment made under this Part IV by the Residual Holders is made subject to the following matters:

(a) Such conveyance and assignment is subject to all of the terms and provisions contained in this Conveyance including, without limitation, the terms and provisions set forth in Part I, Part II, and Part III of this Conveyance.

(b) This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of WAP and all persons claiming by, through, and under WAP, to the extent assignable, in and to all covenants and warranties by the predecessors in title of the Residual Holders 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.

WAP agrees that the disclaimers contained in this section are "conspicuous" disclaimers. All rights, titles, interests and estate of the Residual Holders in and to the Subject Property are conveyed to WAP without recourse, covenant or warranty of any kind, express, implied or statutory. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONVEYANCE, WAP ACKNOWLEDGES AND AGREES THAT THE RESIDUAL HOLDERS HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT (ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY THE RESIDUAL HOLDERS), REGARDING (A) THE TITLE, VALUE, NATURE, QUALITY OR CONDITION OF ANY PORTION OF THE SUBJECT PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON, IN OR UNDER THE SUBJECT PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH WAP MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAWS (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY. WAP ACKNOWLEDGES AND AGREES THAT WAP HAS THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY AND WAP IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON

(b) WAP shall indemnify, defend and hold harmless the Residual Holders and their respective shareholders, directors, officers, employees and agents from and against any costs, damages, expenses and fees suffered or incurred by any of such parties which result from the (a) operation of the Subject Property including, without limitation, environmental damage to any portion of the Easements or the Subject Property, or (c) injury to or death of any person or for damage to property arising out of or in any way in connection with the ownership, use or operation of the Subject Property by WAP, its successors and assigns, except to the extent such

records of the Residual Holders as of the Effective Date, whether accrued, contingent, known or unknown, and whether or not reflected on the books and thereby, and (ii) under all of the provisions of Part I, Part II, and Part III of this Conveyance as of the Effective Date (i) relating solely to the Subject Property or the business represented The term "Residual Holders Liabilities" shall mean all liabilities of the Residual Holders

Holders. leases, licenses, commitments, promissory notes, bonds or undertakings with the Residual Holders. enlarge any rights or remedies of any third party under any contracts, agreements, franchises, or waive any valid defense that was available to the Residual Holders with respect thereto, or increase the obligation of WAP with respect beyond that of the Residual Holders, or provided, however, that said assumption and agreement to pay, perform and discharge shall not (including, without limitation, attorney's fees, court costs and other costs of suit relating thereto), and hold harmless the Residual Holders from and against the Residual Holders Liabilities (pay, perform and discharge the Residual Holders Liabilities, and to protect, defend, indemnify Holders Liabilities to the full extent that the Residual Holders have been heretofore obligated to (a) WAP hereby assumes and agrees to pay, perform and discharge the Residual

4.3 Assumption of Obligations: Indemnification

ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE RESIDUAL HOLDERS, THE RESIDUAL HOLDERS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION EMPLOYEE, SERVANT OR THIRD PARTY. WAP ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE RESIDUAL HOLDERS' INTEREST IN THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, AND THE INTEREST OF THE RESIDUAL HOLDERS IN THE SUBJECT PROPERTY IS CONVEYED BY THE RESIDUAL HOLDERS AND ACCEPTED BY WAP SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE RESIDUAL HOLDERS AND WAP AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF THE RESIDUAL HOLDERS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT PROPERTY OR ANY INTEREST OF THE RESIDUAL HOLDERS THEREIN THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

injuries, death or damages are caused solely by the negligence or other fault of the Residual Holders, or any of their agents, employees, successors or assigns.

4.4 **Approval of Assignment.** All of the parties to this Conveyance hereby consent to the conveyance and assignment set forth in this Part IV effective as of the Effective Date.

**PART V
MISCELLANEOUS**

5.1 **Further Assurances.**

Each party to this Conveyance agrees 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 purposes of this Conveyance. So long as authorized by applicable law so to do, each party to this Conveyance agrees to execute, acknowledge and deliver to each of the other parties all such other additional instruments, notices, 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, convey, assign, transfer and deliver to the appropriate party the Subject Property conveyed hereby or intended so to be conveyed.

5.2 **Consents; Restriction on Assignment.**

(a) If there are legally enforceable prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties, including, without limitation, governmental agencies (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which if legally enforceable and if not satisfied would result in a breach thereof or would give an outside party the right to terminate any applicable party's rights with respect to such Subject Property (herein called a "Restriction"), then any provision contained in or confirmed by this Conveyance to the contrary notwithstanding, the transfer of title to or interest in such portion of the Subject Property (herein such portion being called the "Restriction Property") pursuant to this Conveyance shall not become effective unless and until such Restriction is satisfied or waived. When and if such a Restriction is so satisfied or waived, to the extent permitted by applicable law and any applicable contractual provisions, the conveyance or assignment of the Restriction Property subject thereto shall become effective automatically as of the applicable date set forth in this Conveyance, without further action on the part of any party to this Conveyance. If any such Restriction is not satisfied or waived within 21 years after the death of the last to die of all descendants of George Herbert Walker Bush, former President of the United States, who were living on December 31, 1981, the applicable transfer under this Conveyance of the Restriction Property affected by such Restriction shall be null and void. The applicable parties to this Conveyance agree to use reasonable efforts to obtain satisfaction of any Restriction. The description of any Subject Property as "Restriction Property" shall not be construed as an admission that any Restrictions exist with respect to the transfer of such Subject Property.

(b) Any provisions of this Conveyance to the contrary notwithstanding, in the event that any of the Subject Property is burdened by a Restriction, it is specifically understood and agreed that the assumption by any party hereto of any liabilities that relate to or are associated

Subject to the terms and provisions of Section 2.5(d), this Conveyance shall bind and inure to the benefit of each of the parties to this Conveyance and their respective successors and assigns, but shall not inure to the benefit of or be enforceable by any other party.

5.4 Successors and Assigns; No Third Party Beneficiary.

Any party shall have the right to change its address for notice by notice to the other party given in the same manner as the notice provided above. Any notice shall be deemed given when actually delivered to the party who is to receive the same.

- If to WAP to:
 - Williams Ammonia Pipeline, Inc.
 - Attention: General Counsel
 - One Williams Center, Suite 4100
 - Tulsa, Oklahoma 74172
 - Facsimile: (918)-573-8024
- If to WNGL to:
 - Williams Natural Gas Liquids, Inc.
 - Attention: General Counsel
 - One Williams Center, Suite 4100
 - Tulsa, Oklahoma 74172
 - Facsimile: (918)-573-8024
- If to New Mid-America to:
 - Mid-America Pipeline Company
 - Attention: General Counsel
 - One Williams Center, Suite 4100
 - Tulsa, Oklahoma 74172
 - Facsimile: (918)-573-8024
- If to MAPCO to:
 - MAPCO Inc.
 - Attention: General Counsel
 - One Williams Center, Suite 4100
 - Tulsa, Oklahoma 74172
 - Facsimile: (918)-573-8024

All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand, by facsimile or by messenger or nationally recognized overnight delivery service, addressed to the party to be notified as follows:

5.3 Notices.

With any of such Restriction-Subject Property is conditioned upon and shall not become effective for any purpose unless and until such time as the Restriction burdening such Restriction Property is satisfied or waived and the appropriate parties hereto have received written notice of the satisfaction of the Restriction.

5.5 Governing Law.

This Conveyance and the legal relations between the parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, excluding any conflict of law rule which would refer any issue to the laws of another jurisdiction, except when it is mandatory that the law of the jurisdiction wherein the Subject Property is located shall apply in order to effectuate the intent of this Conveyance.

5.6 The Exhibits.

Reference is made to Exhibit A which is attached hereto and made a part hereof for all purposes. Reference in Exhibit A 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 any Subject Property nor creates any right, title, interest or claim in favor of any party other than the respective parties to this Conveyance.

5.7 Headings.

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

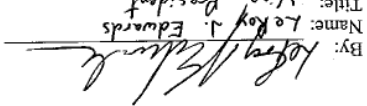
5.8 Effective Date.

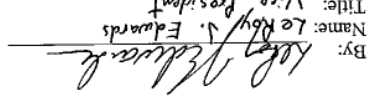
Although the Effective Date of this Conveyance is January 1, 2001, it is the intention of the parties to this Conveyance to confirm the prior unrecorded conveyances and assignments that are contained in this Conveyance as of the respective dates set forth in this Conveyance.

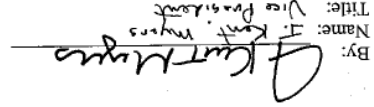
5.9 Severability.

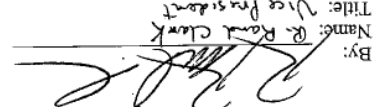
If any of the provisions of this Conveyance are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Conveyance. Instead, this Conveyance shall be construed as if it did not contain the particular provision or provisions held to be invalid and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the parties as expressed in this Conveyance at the time of execution of this Conveyance.

SIGNATURE PAGE FOLLOWS

By: 
 Name: LeRoy J. Edwards
 Title: Vice President
 WILLIAMS AMMONIA PIPELINE, INC.,
 a Delaware corporation

By: 
 Name: LeRoy J. Edwards
 Title: Vice President
 WILLIAMS NATURAL GAS LIQUIDS,
 INC., a Delaware corporation

By: 
 Name: J. Kent Myers
 Title: Vice President
 MID-AMERICA PIPELINE COMPANY,
 a Delaware corporation

By: 
 Name: R. Rand Clark
 Title: Vice President
 MAPCO INC., a Delaware corporation

WITNESS THE EXECUTION HEREOF on the 6th day of February, 2001, effective as of the
 of the Effective Date but each of the conveyances set forth herein shall be effective as of the
 respective dates set forth in Parts I, II, III and IV hereof.

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me on the 7th day of February, 2001 by R. Rand Clark, as Vice President of MAPCO INC., a Delaware corporation, on behalf of said corporation.



Judith Pinkston
Notary Public

My Commission Expires:
08/16/2003

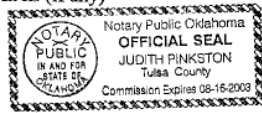
Judith Pinkston
Notary's printed name

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me on the 7th day of February, 2001 by J. Kent Myers, as Vice President of MID-AMERICA PIPELINE COMPANY, a Delaware corporation, on behalf of said corporation.

SEAL (if any)



Judith Pinkston
Notary Public

My Commission Expires:
08/16/2003

Judith Pinkston
Notary's printed name

My Commission Expires: June 15, 2004



Notary's printed name

CAROLENE UNDERWOOD

Notary Public

Carolene Underwood

The foregoing instrument was acknowledged before me on the 6th day of 2001 by *John Kelly & Edwards* as *President* of WILLIAMS AMMONIA PIPELINE, INC., a Delaware corporation, on behalf of said corporation.

STATE OF OKLAHOMA
COUNTY OF TULSA

My Commission Expires: June 15, 2004



Notary's printed name

CAROLENE UNDERWOOD

Notary Public

Carolene Underwood

The foregoing instrument was acknowledged before me on the 6th day of 2001 by *John Kelly & Edwards* as *President* of WILLIAMS NATURAL GAS LIQUIDS, INC., a Delaware corporation, on behalf of said corporation.

STATE OF OKLAHOMA
COUNTY OF TULSA

EXHIBIT A

to

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

by and among
MAPCO Inc., Mid-America Pipeline Company, Williams Natural Gas Liquids, Inc. and
Williams Ammonia Pipeline, Inc.

**PART I
PIPELINES**

The Pipeline(s) described in the attachment to this Exhibit marked
Part I of Exhibit A.

**PART II
EASEMENTS**

The Easements described in the attachment to this Exhibit marked
Part II of Exhibit A.

A pipeline comprised of 8" and 8" pipe, approximately 117.85 miles in length, that begins at the Mid-America Pipeline Company Partridge Station located in Section 14, T23S, R7W, Reno County, Kansas; Thence traversing in a southeasterly direction across Reno,

Ammonia Pipeline Partridge to Enid Lateral Line Project #64

A pipeline comprised of 6" and 8" pipe, approximately 821.86 miles in length, that begins at the Mid-America Pipeline Company Berger Station located in Section 25, Block Y, A&B Survey, Hutchinson County, Texas; Thence traversing in a northeasterly direction across Hutchinson, Hansford, and Ochiltree Counties, Texas; Thence continuing northeasterly and paralleling two other pipelines owned by Mid-America Pipeline Company in Ochiltree County and continuing northeasterly in a multiple pipeline corridor, crossing the Texas/Oklahoma State line at Section 31, T1N, R20ECM, Beaver County, Oklahoma; with the multiple pipeline corridor, crossing Oklahoma/Kansas State line at Section 12, T35S-R27W, Meade County Kansas, continuing in a northeasterly direction with the multiple pipeline corridor across Clark, Comanche, Kiowa, Pratt, Reno, Rice, McPherson, Saline, Ottawa, Dickinson, Clay, and Washington Counties, Kansas; Thence continuing northeasterly, crossing the Kansas/Nebraska State line at Section 34, T1N, R5E, Gage County, Nebraska and continuing across Gage County, Nebraska; Thence traversing in a northeasterly direction with the multiple pipeline corridor across Lancaster, Cass, Saunders, Douglas, Dodge, Washington, and Burt Counties, Nebraska; Thence continuing northeasterly, crossing the Nebraska/Iowa State line at Section 23, T84N, R46W, Monona County, Iowa; Thence continuing across Monona County, Iowa and departing from the multiple pipeline corridor at Whiting Station located in Section 1, T84N, R46W, Monona County, Iowa; Thence traversing in a more northeasterly direction across Woodbury, Ida, Sac, Buena Vista, Pocahontas, Humboldt, Kossuth, and Hancock Counties, Iowa until reaching Garner Pump Station located in Section 22, T96N, R23W, Hancock County, Iowa; Thence traversing in a northeasterly direction and continuing across Hancock County, Iowa and Winnebago County, Iowa; Thence continuing northeasterly, crossing the Iowa/Minnesota State line at Section 32, T101N, R25W Farbaul County, Minnesota and continuing across Farbaul, Blue Earth Counties, Minnesota and ending at the Mid-America Pipeline Company Mankato Terminal located in Section 3, T106N, R28W, Blue Earth County, Minnesota.

Ammonia Pipeline Mainline

THE FOLLOWING PIPELINES THAT ARE LOCATED WITHIN THE EASEMENTS DESCRIBED IN EXHIBIT A - PART II A AND EXHIBIT A - PART II B

**EXHIBIT A
Part I
Pipelines**

Kingman, and Harper Counties, Kansas; Thence continuing southeasterly, crossing the Kansas/Oklahoma line at Section 16, T29N, R6W, Grant County, Oklahoma and continuing across Grant County, Oklahoma; Thence traversing in a southeasterly direction into Garfield County, Oklahoma and ending at the Mid-America Pipeline Company Enid Station located in Section 17, T22N, R5W, Garfield County, Oklahoma.

Ammonia Pipeline Enid to Verdigris Lateral Line Project #101

A pipeline comprised of 8" pipe, approximately 116.74 miles in length, that begins at the Mid-America Pipeline Company Enid Station located in Section 17, T22N, R5W, Garfield County, Oklahoma; Thence traversing in a easterly direction across Garfield, Noble, Pawnee, Osage, Tulsa, and Rogers Counties, Oklahoma to its point of termination at the Mid-America Pipeline Company Verdigris Station located in Section 4, T20N, R15E, Rogers County, Oklahoma.

Ammonia Pipeline Farmland Agrium Lateral – 6" Agrium Hoag Lateral Line Project #50

A pipeline comprised of 6" pipe, approximately 9.31 miles in length, that begins at the Mid-America Pipeline Company Beatrice Terminal that is located in Section 31, T4N, R7E, in the vicinity of the multiple pipeline corridor in the central part of Gage County, Nebraska; Thence traversing with a pipeline in a westerly direction across Gage County, Nebraska and ending at the Farmland Agrium (Cominco) Facility located in Section 14, T4N, R5E, in the central western part of Gage County, Nebraska.

Ammonia Pipeline Farmland to Beatrice Injection Line Project #280

A pipeline comprised of 6" pipe, approximately 2,051 feet in length, that is located entirely upon the Farmland Agrium (Cominco) Facility located in Section 14, T4N-R5E, Gage County, Nebraska.

Ammonia Pipeline 6" Extension to Farmland Lateral Line Project #130

A pipeline comprised of 6" pipe, approximately 1,919.94 feet in length, that begins at Farmland Agrium (Cominco) Facility located in Section 14, T4N-R5E, in the central part of Gage County, Nebraska; Thence traversing in a westerly direction across Gage County, Nebraska and terminating at the Farmland Industries pipeline in SE/4, Section 15, T4N-R5E, in the western central part of Gage County, Nebraska.

Ammonia Pipeline Blair Lateral Line Project #51

A pipeline comprised of 4" pipe, approximately 11.58 miles in length, that begins at the Mid-America Pipeline Company multiple pipeline corridor located in the central part of Washington County, Nebraska; Thence traversing in a easterly direction across Washington County, Nebraska to its point of termination at the Mid-America Pipeline

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A pipeline comprised of 4" pipe, approximately 2.92 miles in length, that begins at the Mid-America Pipeline Company Sgr. Bluff facility located in lot 2 section 31 T87N, R47W Woodbury County, Iowa. Thence traversing in a northwesterly direction to its point of termination at the Port Neal lateral located in Woodbury County, Iowa.

Ammonia Pipeline Port Neal Lateral Line Project #112

A pipeline comprised of 4" pipe, approximately 19.38 miles in length, that begins at the Mid-America Pipeline Company multiple pipeline corridor located in the central part of Monona County, Iowa; Thence traversing in a northwesterly direction across Monona and Woodbury Counties, Iowa to its point of termination at the Mid-America Pipeline Company Port Neal Lateral Station located in Section 24, T87N, R48W, Woodbury County, Iowa.

Ammonia Pipeline Sgr. Bluff Lateral Line Project #66

Company Blair Lateral Station located in Section 7, T18N, R12E, Washington County, Nebraska.

Exhibit A - Part II A

Cass County, NE

Tract:	Date	Capiton	Grantor	Grantee	Book	Page	File #
003-NE-CA-001	3/13/68	Grant of Easement	WALTER O. MAROLF & HELEN E. MAROLF	MID-AMERICA PIPELINE CO.	10	520	117
<i>Description:</i> PART OF W/2 NW/4 SEC 6, T11N, R9E; AND S/2 SW/4 OF SEC 31, T12N, R9E							
Tract:	Date	Capiton	Grantor	Grantee	Book	Page	File #
003-NE-CA-008	2/7/68	Grant of Easement	NATIONAL BANK OF COMMERCE TRUST & SAVINGS ASSOC.	MID-AMERICA PIPELINE CO.	10	569	17
<i>Description:</i> PART OF SE/4 SEC 18, T12N, R9E							
Tract:	Date	Capiton	Grantor	Grantee	Book	Page	File #
003-NE-CA-CR	5/20/68	Application for Approval of Underground Construction in Highway Right of Way	Cass County Board of County Commissioners	Mid-America Pipeline Company	NR	NR	
<i>Description:</i> Permit to cross 3 county roads and highways with anhydrous ammonia line							

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Exhibit A - Part II B

Cass County, NE

Tract:	Date	Caption	Grantor	Grantee	Book	Page	File #
003-NE-CA-002	4/11/60	Grant of Easement	SAMUEL F. MOESSNER & HELEN L. MOESSNER	MID-AMERICA PIPELINE CO.	7	307	120
<i>Description:</i> PART OF N2 SW/4 SEC 31, T12N, R9E							
003-NE-CA-003	5/16/60	Grant of Easement	HAROLD W. LARSON & ALICE LARSON	MID-AMERICA PIPELINE CO.	7	388	45
<i>Description:</i> PART OF S2 NW/4 SEC 31, T12N, R9E							
003-NE-CA-004	4/7/60	Grant of Easement	CARD-ADAMS COMPANY	MID-AMERICA PIPELINE CO.	7	309	121
<i>Description:</i> PART OF N2 NW/4 SEC 31, AND SW/4 & W2 NW/4 & NW/4 SE/4 SEC 30, T12N, R9E							
003-NE-CA-005	4/6/60	Grant of Easement	HAROLD OLSON	MID-AMERICA PIPELINE CO.	7	311	122
<i>Description:</i> PART OF SE/4 NW/4 & S2 NE/4 & NE/4 NE/4 & NW/4 NE/4 SEC 30, AND S2 SE/4 SEC 19, T12N, R9E							
003-NE-CA-006	4/6/60	Grant of Easement	ORVILLE D. HOKE & LILLIAN ANN HOKE	MID-AMERICA PIPELINE CO.	7	313	123
<i>Description:</i> PART OF N2 SE/4 & S2 NE/4 SEC 19, T12N, R9E							
003-NE-CA-007	4/13/60	Grant of Easement	HARRY E. G. KASTEN & AMANDA S. KASTEN	MID-AMERICA PIPELINE CO.	7	315	124
<i>Description:</i> PART OF N2 NE/4 SEC 19, T12N, R9E							
003-NE-CA-009	4/22/60	Grant of Easement	EMMET A. LANDON & LULA A. LANDON	MID-AMERICA PIPELINE CO.	7	324	11
<i>Description:</i> PART OF E2 NE/4 SEC 18, T12N, R9E							
003-NE-CA-010	4/26/60	Grant of Easement	LOUISE W. FRICKE & EDWIN A. FRICKE	MID-AMERICA PIPELINE CO.	7	386	44
<i>Description:</i> PART OF NW/4 & W2 NE/4 SEC 17, T12N, R9E							