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FILED
CASS COUNTY, NE.

COMPARED

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BOOK 60 OF Misc PG 16
PATRICIA BEISINGER
REGISTER OF DEEDS
7764 * 4850

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of this 22 day of May, 2003, to be effective February 1, 2003, by and between MAPCO Inc., a Delaware corporation (hereinafter referred to as "Williams"), and Mid-America Pipeline Company, LLC, a Delaware limited liability company (hereinafter referred to as "MAPL").

WHEREAS, portions of the easements described on Exhibit "A", attached hereto and made a part hereof (the "Easements") owned by Williams are beneficially owned by MAPL but in some instances documents evidencing such beneficial ownership were unintentionally not recorded in the appropriate records by Williams; and

WHEREAS, through various prior name changes, assignments and conveyances (many of which are unrecorded) since creation of the Easements both parties when combined together, are the current owners of the easement interests contained within the Easements LESS AND EXCEPT any interest in the Easements conveyed to Williams Ammonia Pipeline Inc., a Delaware corporation; and

WHEREAS, Williams, to the extent they are legally and contractually able to do so, wishes to assign to MAPL all of the rights and obligations in, under and pursuant to the Easements (along with any valid amendments to said agreements and contracts)

Return to: Cindy Cherrington
Mid-America Pipeline Co
P O Box 4324
Houston, TX 77210-4324

A

(d) Nothing contained herein shall (i) be construed to defeat, impair or limit in any way any rights or remedies of MAPL against any third party to contest or dispute the validity or amount of any assumed liability or obligation, or (ii) reduce or otherwise affect MAPL's rights as set forth in the Easements

(c) Williams and MAPL agree to execute such other documents, in addition to this Agreement, as may be required to effectuate the terms of this Agreement.

(b) MAPL hereby accepts the assignment by Williams set forth in paragraph (a) above, and assumes and agrees to perform all of Williams' obligations arising on or after the date hereof, in, under and pursuant to the Easements and any valid amendments or modifications to the extent they are in force and effect and ONLY INSOFAR as the Easements are applicable to the pipelines described in paragraph (a) above.

(a) Insofar as Williams is legally and contractually able to do so, Williams hereby quitclaims, sells, transfers, sets over and assigns unto MAPL all of Williams' rights and obligations in, under and pursuant to the Easements on Exhibit "A", to the extent they are in force and effect, together with any and all valid existing amendments or modifications to the Easements (whether listed or not on Exhibit "A") INSOFAR AND INSOFAR ONLY as the Easements are applicable to MAPL's pipelines.

1. Assignment and Assumption To MAPL

NOW, THEREFORE, for and in consideration of the mutual covenants, and subject to the terms and conditions contained herein, the parties hereto agree as follows:

insofar as the Easements are applicable to MAPL's pipelines, and MAPL is willing to accept from Williams all such rights and assume all such obligations.

2. Binding Effect

All covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective heirs, successors and permitted assigns of the parties, whether expressed or implied.

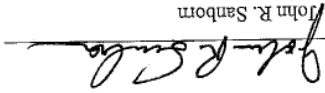
3. Law

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Delaware, without regard to choice of law principles thereof.

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Title: Attorney in Fact

John R. Sanborn

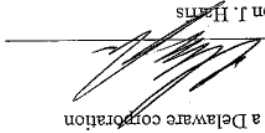
By: 

Mid-America Pipeline Company, LLC,
a Delaware limited liability company

MAPL:

Title: Attorney in Fact

Clayton J. Harris

By: 

MAPCO Inc., a Delaware corporation

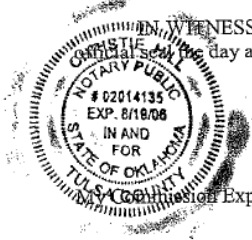
WILLIAMS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the date first above written.

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BE IT REMEMBERED, that on the 20 day of May, 2003, before me the undersigned, a Notary Public in and for said County and State, came Clayton J. Harris, Attorney in Fact of MAPCO, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



Christie Hill
Christie Hill
Notary Public

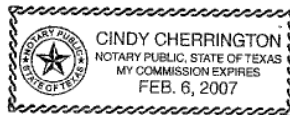
STATE OF TEXAS)
COUNTY OF HARRIS)

BE IT REMEMBERED, that on the 22 day of May, 2003, before me the undersigned, a Notary Public in and for said County and State, came John R. Sanborn, Attorney in Fact of Mid-America Pipeline Company, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be the same person who executed the within instrument on behalf of said company and such persons duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Cindy Cherrington
Notary Public

My Commission Expires:



Assignment Outside Conway

EXHIBIT "A"
CASS COUNTY, NEBRASKA

TRACT NO.	GRANTOR	GRANTEE	TR/RS	LEGAL DESCRIPTION	RECORDED	BOOK	PAGE
3-NE-CA-1	WALTER MAROLF & HELEN MAROLF	MID-AMERICA PIPELINE CO.	11N 9E 1	A PART OF E/2 SE/4 SEC 1, T11N, R9E; AND W/2 NW/4 SEC 6, T11N, R9E; AND S/2 SW/4 SEC 31, T12N, R9E	5/3/1960	7	325
3-NE-CA-1	WALTER MAROLF & HELEN MAROLF	MID-AMERICA PIPELINE CO.	11N 9E 6	A PART OF E/2 SE/4 SEC 1, T11N, R9E; AND W/2 NW/4 SEC 6, T11N, R9E; AND S/2 SW/4 SEC 31, T12N, R9E	5/3/1960	7	325
43-NE-CA-1	WALTER O. MAROLF & HELEN E. MAROLF	MID-AMERICA PIPELINE CO.	11N 9E 6	W/2 NW/4 OF SEC 6, T11N, R9E	5/29/1968	10	520
52-NE-CA-1	WALTER O. MAROLF & HELEN E. MAROLF	MID-AMERICA PIPELINE CO.	11N 9E 6	W/2 NW/4 OF SEC 6, T11N, R9E	5/29/1968	10	520
3-NE-CA-10	LOUISE W. FRICKE & EDWIN A. FRICKE	MID-AMERICA PIPELINE CO.	12N 9E 17	NW/4 & W/2 NE/4 OF SEC 17, T12N, R9E	7/7/1960	7	386
3-NE-CA-8	THE FIRST TRUST COMPANY OF LINCOLN, A NEBRASKA CORPORATION	MID-AMERICA PIPELINE CO.	12N 9E 18	SE/4 OF SEC 18, T12N, R9E	6/3/1960	7	355
3-NE-CA-9	EMMET A. LANDON & LULA A. LANDON	MID-AMERICA PIPELINE CO.	12N 9E 18	E/2 NE/4 OF SEC 18, T12N, R9E	5/3/1960	7	324
43-NE-CA-8	NATIONAL BANK OF COMMERCE TRUST & SAVINGS ASSOCIATION	MID-AMERICA PIPELINE CO.	12N 9E 18	SE/4 OF SEC 18, T12N, R9E	12/4/1968	10	589
52-NE-CA-8	NATIONAL BANK OF COMMERCE TRUST & SAVINGS ASSOCIATION	MID-AMERICA PIPELINE CO.	12N 9E 18	SE/4 OF SEC 18, T12N, R9E	7/11/1969	11	60
3-NE-CA-5	HAROLD OLSON	MID-AMERICA PIPELINE CO.	12N 9E 19	S/2 SE/4 OF SEC 19, AND SE/4 NW/4 & S/2 NE/4 & NW/4 NE/4 OF SEC 30, T12N, R9E	4/25/1960	7	311
3-NE-CA-6	ORVILLE D. HOKE & LILLIAN ANN HOKE	MID-AMERICA PIPELINE CO.	12N 9E 19	N/2 SE/4 & S/2 NE/4 OF SEC 19, T12N, R9E	4/25/1960	7	313
3-NE-CA-7	HARRY E. G. KASTEN & AMANDA S. KASTEN	MID-AMERICA PIPELINE CO.	12N 9E 19	N/2 NE/4 OF SEC 19, T12N, R9E	4/25/1960	7	315
3-NE-CA-4	CARDADAMS COMPANY	MID-AMERICA PIPELINE CO.	12N 9E 30	SW/4 & W/2 NW/4 & NW/4 SE/4 SEC 30; AND N/2 NW/4 SEC 31, T12N, R9E	4/25/1960	7	309
3-NE-CA-5	HAROLD OLSON	MID-AMERICA PIPELINE CO.	12N 9E 30	S/2 SE/4 OF SEC 19; AND SE/4 NW/4 & S/2 NE/4 & NW/4 NE/4 OF SEC 30, T12N, R9E	4/25/1960	7	311
3-NE-CA-1	WALTER MAROLF & HELEN MAROLF	MID-AMERICA PIPELINE CO.	12N 9E 31	A PART OF E/2 SE/4 SEC 1, T11N, R9E; AND W/2 NW/4 SEC 6, T11N, R9E; AND S/2 SW/4 SEC 31, T12N, R9E	5/3/1960	7	325

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EXHIBIT "A"
CASS COUNTY, NEBRASKA

TRACT NO.	GRANTOR	GRANTEE	T1/R1/S	LEGAL DESCRIPTION	RECORDED	BOOK	PAGE
3-NE-CA-2	SAMUEL F. MOESSNER & HELEN L. MOESSNER	MID-AMERICA PIPELINE CO.	12N 9E 31	N/2 SW/4 OF SEC 31, T12N, R9E	4/25/1960	7	307
3-NE-CA-3	HAROLD W. LARSON & ALICE LARSON	MID-AMERICA PIPELINE CO.	12N 9E 31	S/2 NW/4 OF SEC 31, T12N, R9E	7/7/1960	7	388
3-NE-CA-4	CARD-ADAMS COMPANY	MID-AMERICA PIPELINE CO.	12N 9E 31	SW/4 & W/2 NW/4 & NW/4 SE/4 SEC 30; AND N/2 NW/4 SEC 31, T12N, R9E	4/25/1960	7	309
43-NE-CA-1	WALTER O. MAROLF & HELEN E. MAROLF	MID-AMERICA PIPELINE CO.	12N 9E 31	S/2 SW/4 OF SEC 31, T12N, R9E	5/29/1968	10	520
52-NE-CA-1	WALTER O. MAROLF & HELEN E. MAROLF	MAPCO, INC.	12N 9E 31	S/2 SW/4 OF SEC 31, T12N, R9E	7/11/1989	11	59