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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ASSIGNMENT AND CONVEYANCE AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Lisa Krenz
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 900
Chicago, IL 60606
331-239-9732

Return Document to: (name, address and phone number)
Lisa Krenz
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 900
Chicago, IL 60606
331-239-9732

Grantor:
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 900
Chicago, IL 60606

Grantee:
BP Central Pipelines LLC
30 South Wacker Drive, Suite 900
Chicago, IL 60606

Legal Description:
See Schedule A attached hereto.

Series 4000

STATE OF IOWA

COUNTY OF DELAWARE

ASSIGNMENT AND CONVEYANCE AGREEMENT

(Delaware County Unrecorded Agreements)

BP Pipelines (North America) Inc., a Maine Corporation, having an office at 30 South Wacker Drive, Chicago, Illinois 60606 ("*Grantor*"), for and in consideration of the sum of TEN AND NO/DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of Grantor and Grantee, hereby contributes, conveys and assigns to **BP Central Pipelines LLC**, a Delaware limited liability company, having its principal office at c/o BP Pipelines (North America) Inc., 30 South Wacker Drive, Chicago, Illinois 60606 ("*Grantee*"), without any warranties, express or implied, all of Grantor's rights, title and interests in and to the real property, or leases, easements, rights-of-way, franchises, permits, licenses, and other rights to, or interests in, real property, described on Schedule A hereto, to the extent Grantor is legally able to make such contribution, conveyance and assignment and subject to the terms and conditions of this Assignment and Conveyance Agreement (collectively, the "*Assigned Rights*"); and Grantee does hereby accept such rights, title and interests in their present "AS-IS, WHERE IS, WITH ALL FAULTS" condition, and does hereby assume all of Grantor's duties and obligations under or relating to such leases, easements, rights-of-way, franchises, permits, licenses and other rights to, or interests in, real property, on the terms and conditions of this Assignment and Conveyance Agreement.

The Assigned Rights, and the contribution, conveyance and assignment of the Assigned Rights under this Assignment and Conveyance Agreement, are subject to (a) the terms and conditions of the leases, easements, rights-of-way, franchises, permits, licenses and other rights to, or interests in, real property listed on said Schedule A, and (b) all easements, covenants, conditions, restrictions, reservations and other matters of record affecting, encumbering or relating to the Assigned Rights.

From time to time, as and when requested by Grantor, Grantee shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as Grantor or its successors and permitted assigns may reasonably deem necessary or desirable in order that Grantee can more effectively accept and assume the Assigned Rights contributed, conveyed and assigned by this Assignment and Conveyance Agreement.

This Assignment and Conveyance Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Contribution Agreement,

dated October 25, 2019, with a retroactive effective date as of September 1, 2019 (the "*Contribution Agreement*"), by and between Grantor and Grantee, and nothing contained in this Assignment and Conveyance Agreement shall be deemed to modify any of the provisions of the Contribution Agreement or any rights or obligations of Grantor or Grantee under the Contribution Agreement. In the event of a conflict between the terms and provisions of this Assignment and Conveyance Agreement and the terms and provisions of the Contribution Agreement, the Contribution Agreement shall govern and control.

This Assignment and Conveyance Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and permitted assigns.

This Assignment and Conveyance Agreement shall be construed in accordance with, and governed by, the laws of the State of Iowa, excluding any choice or conflict of laws rules that may direct the application of the laws of another jurisdiction. All actions or proceedings between Grantor and Grantee related to or arising under this Assignment and Conveyance Agreement shall be litigated or resolved in accordance with Section 5.6 of the Contribution Agreement, which is incorporated by reference herein *mutatis mutandis*.

This Assignment and Conveyance Agreement may be executed in any number of counterparts (including by means of email of a portable document format (.pdf) signature page) with the same effect as if each of Grantor and Grantee had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Whenever possible, each provision of this Assignment and Conveyance Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Assignment and Conveyance Agreement or the application of any such provision are held by any court of competent jurisdiction to contravene, or to be invalid or unenforceable under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention, invalidity or unenforceability shall not invalidate the entire Assignment and Conveyance Agreement or any other provision hereof. Instead, this Assignment and Conveyance Agreement shall be construed as if it did not contain the particular provision or provisions held to be in contravention, invalid or unenforceable and each of Grantor and Grantee shall negotiate in good faith to modify this Assignment and Conveyance Agreement so as to give effect to the original intention of each of Grantor and Grantee as closely as possible in a mutually acceptable manner in order that the transactions hereby be consummated as originally contemplated by this Assignment and Conveyance Agreement at the time of execution of this Assignment and Conveyance Agreement to the greatest extent possible.

Notwithstanding the date of execution, this Assignment and Conveyance Agreement shall be deemed effective as of September 1, 2019.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee execute this Assignment and Conveyance Agreement this 25th day of October, 2019, with a retroactive effective date as of September 1, 2019.

GRANTOR:

BP Pipelines (North America) Inc.,
a Maine corporation

By: _____
Name: John D'Andrea
Its: Vice President

* * *

(ACKNOWLEDGMENT)

STATE OF ILLINOIS §
§
§
COUNTY OF COOK §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of October, 2019, within my jurisdiction, the within named who acknowledged that he is Vice President of BP Pipelines (North America) Inc., a Maine Corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing Assignment and Conveyance Agreement, after first having been duly authorized by said corporation to do so.

_____
Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

OFFICIAL SEAL
LISA KRENZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/04/22

GRANTEE:

BP Central Pipelines LLC
By: BP Pipelines (North America) Inc., its sole member

By: Gerald J. Maret
Name: Gerald J. Maret
Title: President

* * *

(ACKNOWLEDGMENT)

STATE OF ILLINOIS §
§
§
COUNTY OF COOK §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of October, 2019, within my jurisdiction, the within named who acknowledged that he is President of BP Pipelines (North America) Inc., the sole managing member of BP Central Pipelines LLC, a Delaware limited liability company, and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing Assignment and Conveyance Agreement, after first having been duly authorized by said corporation to do so.

Lisa Krenz
Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

OFFICIAL SEAL
LISA KRENZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/04/22

SCHEDULE A

Series #	Line #	Fee / Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
4000	0856		WEDEWER ARTHUR WEDEWER CLARA	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	06/07/1946				USA/Iowa/Delaware 05 T090N - R003W: SEC 025 Metes & Bound: SOUTHWEST QUARTER OF NORTHEAST QUARTER AND SE 1/4, NW 1/4, EXCEPT EAST 40' AND 1/5 UNDIVIDED INTEREST IN AND TO EAST 40 FEET SOUTHEAST QUARTER OF NORTHWEST 1/5 INTEREST EAST 40' SE 1/4, NW 1/4, IN SECTION 25, TWP. 90 NORTH, RGE. 3 WEST
4000	0882		BINNING CLARENCE BINNING KATIE BOWERS EDITH H BRADY ABE E BRADY ARTHUR BRADY BERTHA BRADY FRED BRADY JENNIE V BRADY MAE D BRADY MONA E BRADY REKA BRADY ROBERT HOOK ELSIE D HOOK HAROLD RUSSELL SEIBERT ERNEST E SEIBERT LAURA ANN SMOCK CECIL SMOCK MARTHA M	STANDARD OIL COMPANY	RIGHT OF WAY/EASEMENT	06/05/1946				USA/Iowa/Delaware 05 T090N - R004W: SEC 010 SE4 Metes & Bound: SE 1/4, EXCEPT, A 5 ACRE TRACT IN THE SE CORNER OF NE QUARTER OF SE 1/4, TRIANGULAR IN SHAPE AND CONTAINING A SPRING AND BELONGING TO HOWARD AND SARAH WELLEMEYER SE 1/4, EXCEPT 5 ACRES SE CORNER NE 1/4 SE 1/4
4000	0886A		IOWA STATE HIGHWAY COMMISSION	STANDARD OIL COMPANY	PERMIT	07/24/1946				USA/Iowa/Delaware T090 - R004: SEC 009 Metes & Bound: SAID WORK BEING LOCATED ON PRIMARY ROAD SH NO. 38, DELAWARE COUNTY, ABOUT 4 MILES EAST FROM EDGEWOOD MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CROSSING IOWA STATE HIGHWAY NO. 38 IN THE NW 1/4 OF SECTION 9-90N-4 WEST, DELAWARE COUNTY BETWEEN GREELEY AND IOWA STATE HIGHWAY NO. 3.

Series #	Line #	Fee / Lease #	Original Grantor	Original Grantee	Agreement Type	Effective Date	Book	Page	Document #	Location/Legal Description
4000	0890		IOWA STATE HIGHWAY COMMISSION	STANDARD OIL COMPANY	PERMIT	07/24/1946				USA/Iowa/Delaware 05 T090N - R004W: SEC 008 NE4 T090 - R004: SEC 005 Metes & Bound: SAID WORK BEING LOCATED ON PRIMARY ROAD NO. SH NO. 3, DELAWARE COUNTY, ABOUT 3 MILES EAST FROM EDGEWOOD MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CROSSING IOWA STATE HIGHWAY NO. 3 IN THE SOUTHEAST QUARTER OF SEC. 5-90-4N, DELAWARE COUNTY BETWEEN EDGEWOOD AND COLESBURG.