

ASSIGNMENT AND ASSUMPTION
OF LEASE RIGHTS

2003 115894

2003 10:35

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STATE OF INDIANA

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF LAKE

§

THIS ASSIGNMENT (this "Assignment"), effective as of 7:00 a.m. CST, September 1, 2003 (the "Effective Time"), is made from BP Pipelines (North America) Inc., a Maine corporation, Arco Midcon LLC, a Delaware limited liability company and Amoco Cushing-Chicago Pipeline Company, a Delaware corporation, ("Assignors") to CCPS Transportation, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Contribution Agreement executed by and among Assignors and Assignee on July 14, 2003 (the "Contribution Agreement").

Document is
ARTICLE I
NOT OFFICIAL!
GRANTING CLAUSE

1.1 Assignors Grant. For good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignors do hereby grant, transfer, convey, assign and deliver unto Assignee, to the extent Assignors are legally and contractually able to do so, and subject to the matters set forth herein, all of Assignors' right, title, and interest in, to and under the leases and other property interests described in Schedule 1 (the "Lease Rights").

TO HAVE AND TO HOLD the Lease Rights unto Assignee and its successors and assigns forever, subject to the terms and conditions set forth herein.

FILED

OCT 31 2003

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR



ARTICLE II
DISCLAIMER

2.1 Disclaimer - Representations and Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT OR THE CONTRIBUTION AGREEMENT, (A) THE LEASE RIGHTS ARE ASSIGNED AND CONVEYED FROM ASSIGNORS TO ASSIGNEE WITHOUT WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND (B) ASSIGNORS MAKE NO

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Kim
CR# 3257

WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, WITH RESPECT TO THE LEASE RIGHTS.

**ARTICLE III
MISCELLANEOUS**

3.1 Further Assurances. Assignors, without further consideration, covenant and agree to execute and deliver to Assignee all such other and additional assignments, instruments and other documents and to do all such other acts and things as may be reasonably necessary to effectively vest in Assignee title to the Lease Rights and the respective rights and interests herein granted or intended to be granted.

3.2 Contribution Agreement. Nothing herein shall modify the obligations of Assignors and Assignee as set forth in the Contribution Agreement. The Contribution Agreement shall not be merged into this Assignment and shall continue in full force and effect in accordance with its terms. The representations, warranties, covenants and limitations contained in the Contribution Agreement and affecting the Lease Rights shall apply with equal effect under this Assignment, it being understood that "Contributors" in the Contribution Agreement are "Assignors" herein and "Contributee" in the Contribution Agreement shall be deemed to be "Assignee" herein. In the event of any conflict between this Assignment and the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern.

3.3 Assumption. Assignee expressly assumes and shall timely perform and discharge all duties and obligations of the owner of the Lease Rights that are attributable to the period of time on and after the Effective Time. Assignors shall retain and be responsible for all liabilities and obligations relating to the Lease Rights that are attributable to the period of time prior to the Effective Time, unless same arise out of or fall under Assumed Liabilities, as such term is defined in the Contribution Agreement, in which case such liabilities and obligations shall be assumed by Assignee. In consideration of this Assignment, Assignee hereby accepts the same and assumes and agrees to make any and all payments required under the Lease Rights from and after the Effective Time, and to observe and perform all of the covenants, agreements and conditions contained therein on the part of the Assignors to be observed and performed from and after the Effective Time and further covenants to exonerate, save harmless, protect and indemnify the Assignors, their parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, from and against any and all losses, liabilities, penalties, damages, claims, demands, suits or actions, judgments and costs and expenses in any manner arising out of, or relating to, the Lease Rights from and after the Effective Time, unless same arise out of or fall under Assumed Liabilities, as such term is defined in the Contribution Agreement, in which case such liabilities and obligations shall be assumed by Assignee.

3.4 Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

3.5 Headings. The titles and headings set forth in this Assignment have been included solely for ease of reference and may not be considered in the interpretation or construction of this Assignment.

3.6 Governing Law. This Assignment shall be governed by and construed in accordance with and enforced under the Laws of the State of Indiana and the United States of America, except to the extent the Laws of another jurisdiction are mandatorily applicable.

Executed this 2nd day of September, 2003, but effective for all purposes as of the Effective Time.

ASSIGNORS:

BP Pipelines (North America) Inc.

By: David M. Sommerfeld
Name: David M. Sommerfeld
Title: Attorney-in-Fact

Arco Midcon LLC

By: David M. Sommerfeld
Name: David M. Sommerfeld
Title: Attorney-in-Fact

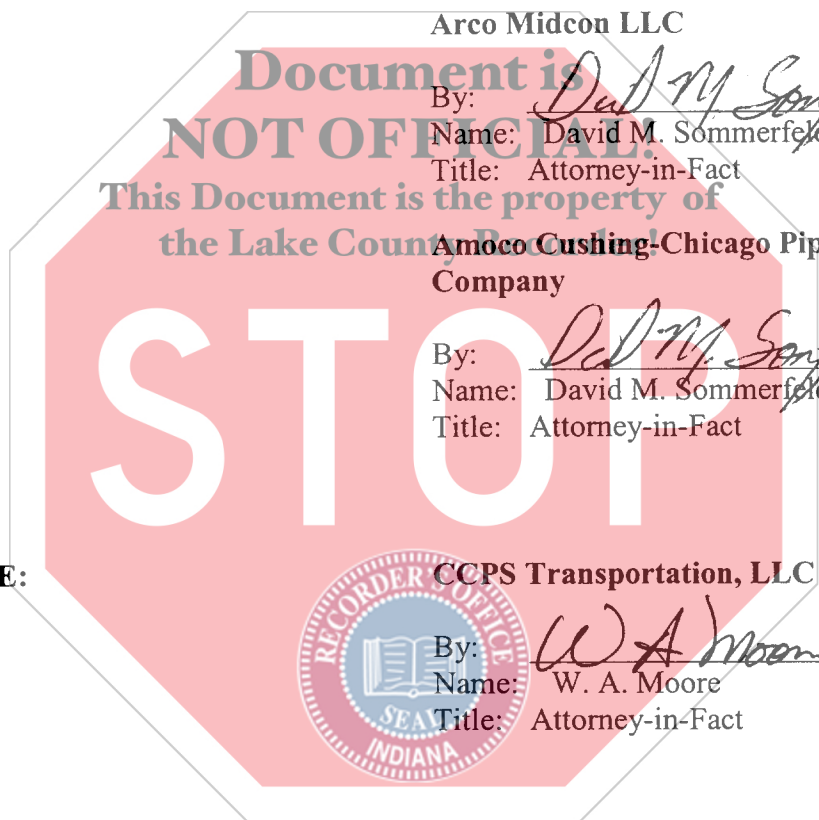
Amoco Cushing-Chicago Pipeline Company

By: David M. Sommerfeld
Name: David M. Sommerfeld
Title: Attorney-in-Fact

ASSIGNEE:

CCPS Transportation, LLC

By: W. A. Moore
Name: W. A. Moore
Title: Attorney-in-Fact



STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this, the 2nd day of September, 2003 before me, a Notary Public, in and for said County and State, personally appeared David M. Sommerfeld, to me personally known, who being by me duly sworn did say that he is, respectively, the Attorney-in-Fact of BP Pipelines (North America) Inc., a Maine corporation, Amoco Cushing-Chicago Pipeline Company, a Delaware corporation, and Arco Midcon LLC, a Delaware limited liability company, and that he did affix his signature as the voluntary act and deed of said corporations and limited liability company by him voluntarily executed.

My commission expires _____

Jeanne M. Groat

Jeanne M. Groat
Notary Public in and for
said County and State



STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this, the 2nd day of September, 2003 before me, a Notary Public, in and for said County and State, personally appeared W.A. Moore, to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact of CCPS Transportation, LLC, a Delaware limited liability company, and that he did affix his signature as the voluntary act and deed of said limited liability company by him voluntarily executed.

My commission expires _____

Jeanne M. Groat

Jeanne M. Groat
Notary Public in and for
said County and State



After Recording Return to:
Marcie Foster
BP Pipelines (North America) Inc.
28100 Torch Parkway, Suite 600
Warrenville, IL 60555



SCHEDULE 1

ARCO LAKE CO. IN - GRIFFITH JCT. 22" - LAKE COUNTY

Series: 4324
LAKE, IN

Linelist No:	Grantor	Grantee	Legal Description	Contract Dated	Recorded Book	Recorded Page	Doc
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