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MICHAEL S. BROWN
Lake County Packet #1B
#11 RECORDER

ASSIGNMENT OF RIGHTS OF WAY

THIS ASSIGNMENT is entered into and effective as of the 1ST day of December, 2005, by and between Buckeye Pipe Line Holdings, L.P., a Delaware limited partnership with offices at 5 Radnor Corporate Center, Suite 500, 100 Matsonford Road, Radnor, Pennsylvania 19087 ("Seller"), and Muskegon Pipeline LLC, a Delaware limited liability company with offices at 539 South Main Street, Findlay, Ohio 45840 ("Buyer").

RECITALS

WHEREAS, Seller and Marathon Pipe Line LLC, a Delaware limited liability company ("MPL") have entered into an "Asset Purchase Agreement" dated as of December 1, 2005 (the "Purchase Agreement") which provides for the sale and transfer by MPL to Seller of an undivided forty percent (40%) interest in that certain Pipeline System as more particularly described therein; and

WHEREAS, the Purchase Agreement also provides for the sale and transfer by MPL to Seller of an undivided forty percent (40%) interest in and to those certain rights of way, licenses, easements and grants which are more particularly described in Attachment 1 hereto pursuant to which the Pipeline System has been operated by MPL (collectively referred to hereinafter as the "Rights of Way"); and

WHEREAS, MPL, Seller and Buyer have entered into that certain "Contribution Agreement" dated as of December 1, 2005 ("Contribution Agreement") which provides for the contribution and transfer of MPL's and Seller's respective interests in the Pipeline System to Buyer; and

WHEREAS, the Contribution Agreement also provides for the contribution and transfer by Seller to Buyer of an undivided forty percent (40%) interest in and to the Rights of Way; and

WHEREAS, this Assignment is being made pursuant to and upon and is subject to the terms of the Contribution Agreement.

WITNESS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby grants, bargains, sells, transfers, conveys and assigns unto Buyer, to have and to hold, an undivided forty percent (40%) interest in and to the Rights of Way, subject to the agreements, restrictions, exceptions, reservations, conditions, and limitations contained in the Rights of Way.

18th
24803
B

This Assignment is subject to and Buyer hereby accepts and assumes, in place and instead of Seller, full responsibility for and agrees to perform, pay, discharge and to comply with all of the express and implied covenants, obligations, conditions and liabilities set forth in or relating to the Rights of Way arising from and after the date first written above.

Buyer acknowledges that it has inspected the Rights of Way and accepts the same "AS IS, WHERE IS."

The terms and provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed and effective as of the date first written.

Buckeye Pipe Line Holdings, L.P.
by: **Buckeye GP LLC, its general partner**

By: _____

Name: STAN C MUTHAR

Its: VP

Witnesses

Name: Terrence H. Cook II

Name: Debbie Hapner

Muskegon Pipeline LLC

By: _____

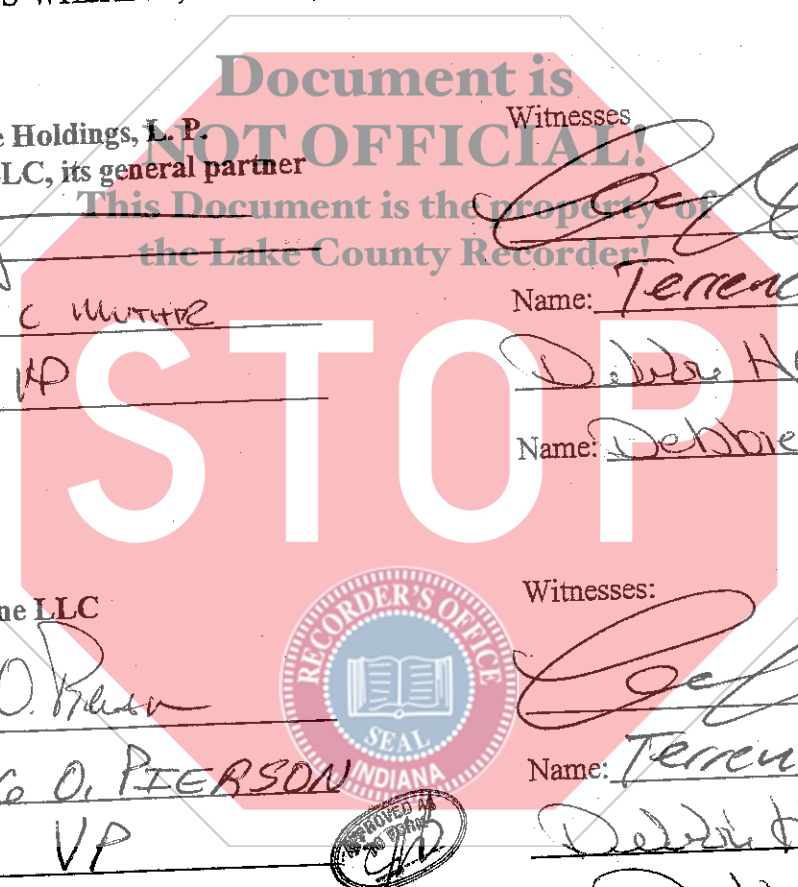
Name: CRAIG O. PIERSON

Its: VP

Witnesses:

Name: Terrence H. Cook II

Name: Debbie Hapner



State of OHIO } ss
County of HANCOCK }

Before me, Rebecca M. Miller, a notary public, this 8th day of December, 2005, personally appeared Stephen C. Muther, Vice President of Buckeye GP LLC, a Delaware limited liability company, the general partner of Buckeye Pipe Line Holdings, L. P., a Delaware limited partnership, and acknowledged the execution of the foregoing instrument on behalf of the partnership.

Notary Public Signature: Rebecca M. Miller
My commission expires:

REBECCA M. MILLER
Notary Public, State of Ohio
My Commission Expires Dec. 12, 2007

State of OHIO } ss
County of HANCOCK }

Before me, Rebecca M. Miller, a notary public, this 8th day of December, 2005, personally appeared Craig O. Pierson, Vice President of Muskegon Pipe Line LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing instrument on behalf of the company.

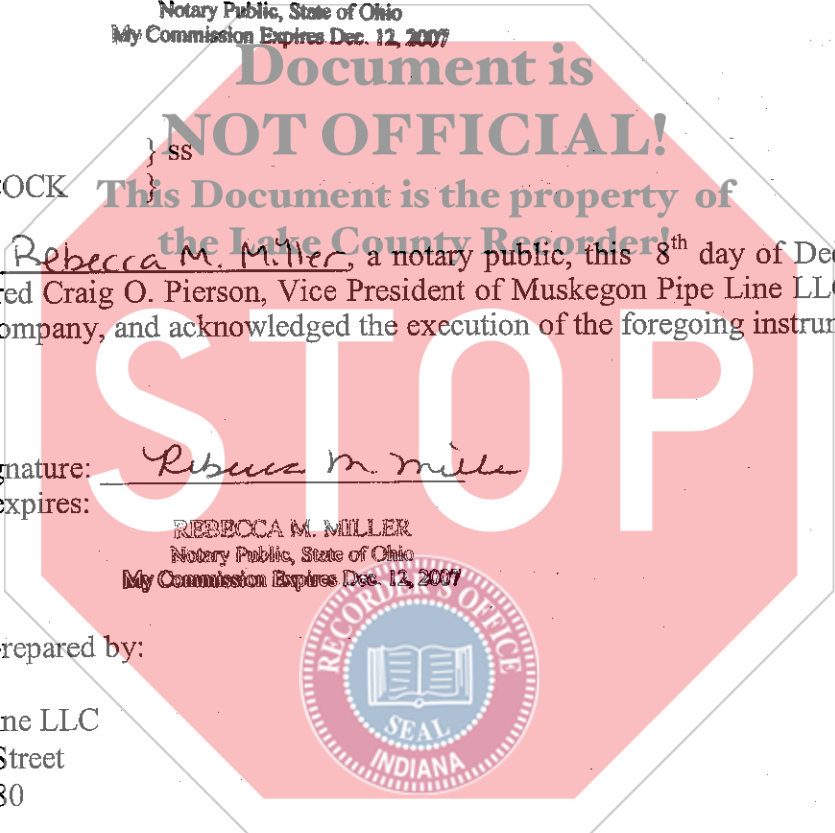
Notary Public Signature: Rebecca M. Miller
My commission expires:

REBECCA M. MILLER
Notary Public, State of Ohio
My Commission Expires Dec. 12, 2007

This instrument prepared by:
Jeff L. Benson
Marathon Pipe Line LLC
539 South Main Street
Findlay, OH 45480

After recording, please return to:
LandAmerica Commercial Services (SRG)
4111 Executive Parkway, Suite # 304
Westerville, OH 43081-3862

IN
Recorded



ATTACHMENT 1

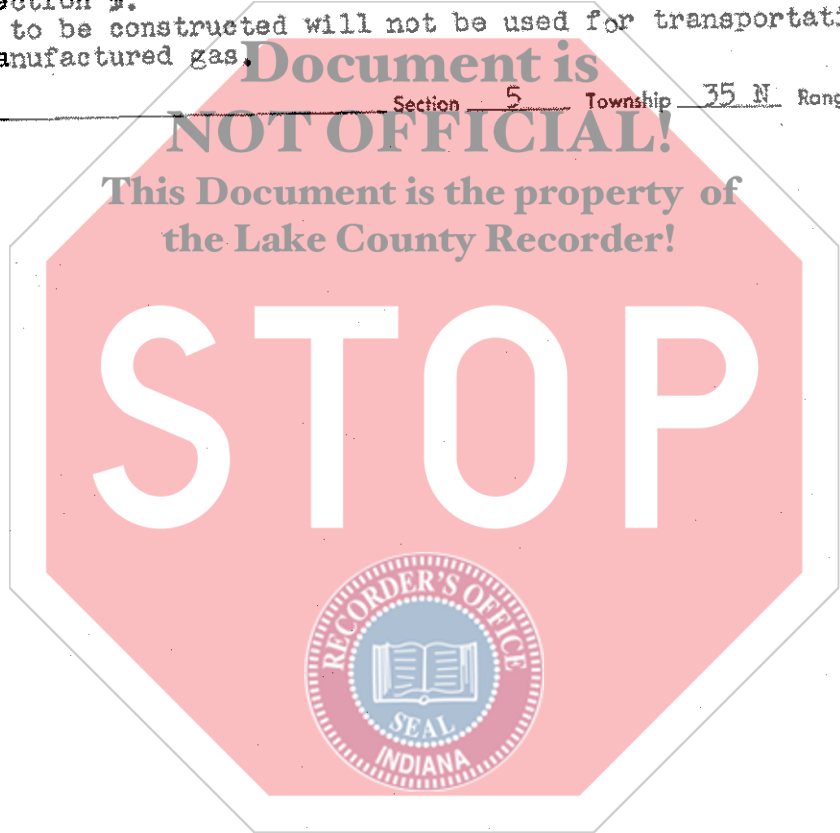
RIGHTS OF WAY

Contract Date	Conveyor	Recording Reference							
		Book	Page	Number	Twp	Dir	Rng	Dir	Sec
8/3/1957	HOFFMAN, HENRY J	700	15	50369	35	N	7	W	5

situated in Lake County, State of Indiana, to-wit:
 The South Half of the South Half of the Southeast Quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$) of ~~SA~~ Section 5, Township 35 North, Range 7 West of the 2nd P.M., in Lake County, Ind. Said pipe line will enter above property 15 feet North of the Southwest corner of the S $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 5, T35N, R7W of the 2nd P.M., Lake County, Indiana; thence Easterly parallel to and 15 feet from the South line, a distance of 783 feet; thence Northeasterly a distance of 35 feet to a point 27 feet North of the South line; thence Easterly parallel to and 27 feet from the South line, a distance of 1839.35 feet to a point on the ~~West~~ ^{East} line 27 feet North of the Southeast corner of said Section 5.

Said pipe line to be constructed will not be used for transportation of natural gas or manufactured gas.

Section 5 Township 35 N Range 7 W



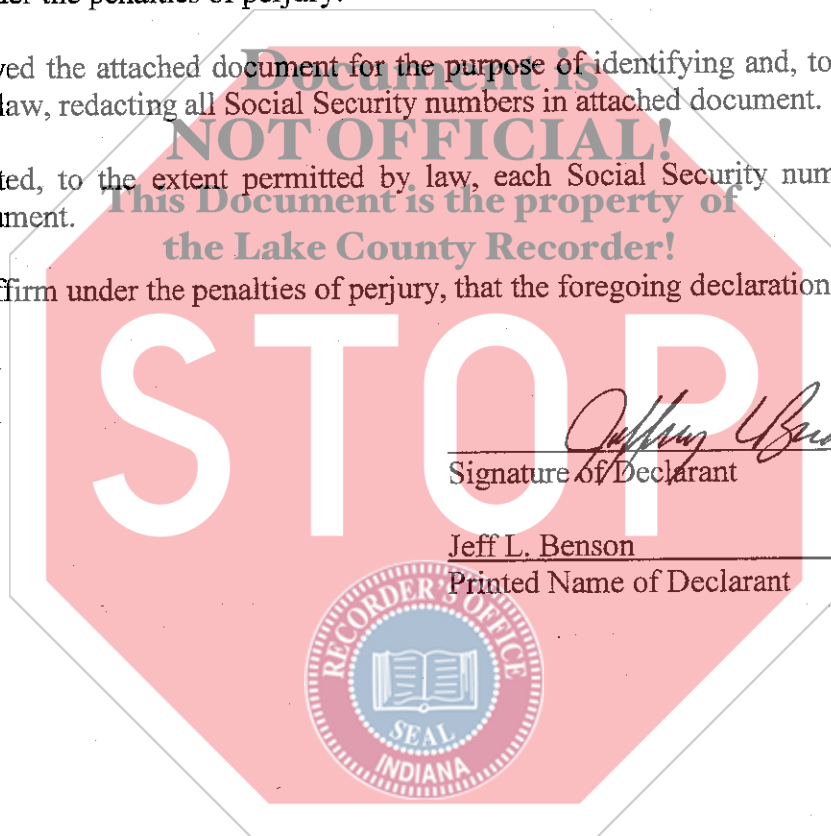
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Jeffrey Benson
Signature of Declarant

Jeff L. Benson
Printed Name of Declarant