

2020-073251

2020 Oct 14

8:32 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

ASSIGNMENT AND CONVEYANCE AGREEMENT
County Recorder's Cover Sheet

Preparer Information:

Donna M. Simpson
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 8S
Chicago, IL 60606
312-286-5873

Return Document to: (name, address and phone number)

Lisa Krenz
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 8S
Chicago, IL 60606
312-286-5873

Grantor:

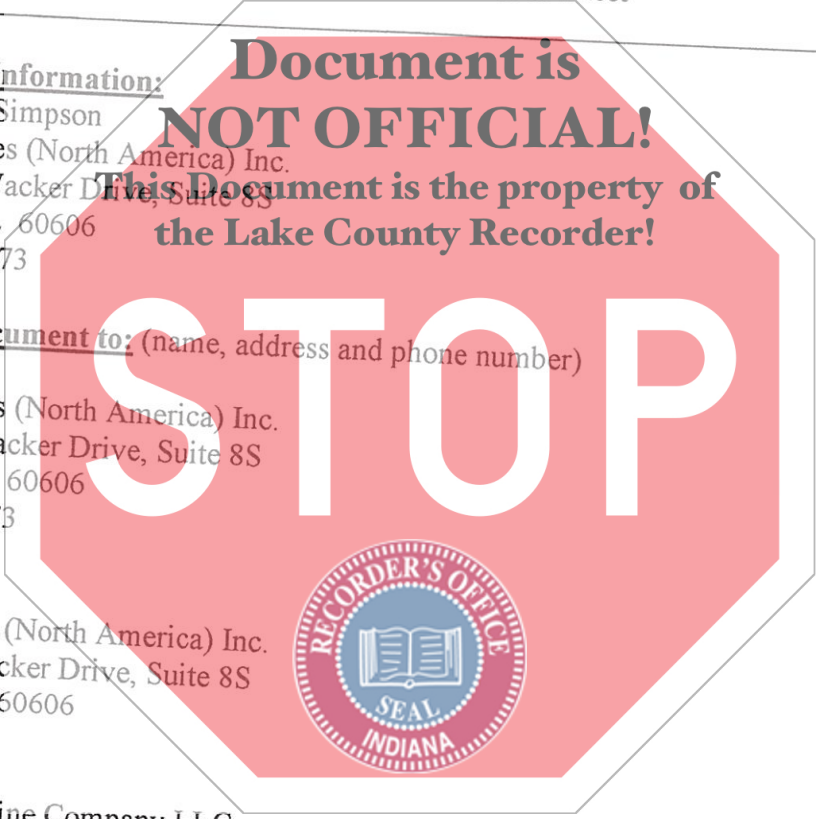
BP Pipelines (North America) Inc.
30 South Wacker Drive, Suite 8S
Chicago, IL 60606

Grantee:

BP One Pipeline Company LLC
30 South Wacker Drive, Suite 8S
Chicago, IL 60606

Legal Description:

See Schedule A attached hereto.



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STATE OF INDIANA
COUNTY OF LAKE

ASSIGNMENT AND CONVEYANCE AGREEMENT

[*Partial Assignment*]

(Lake County)

[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 One Pipeline Company 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, a partial assignment 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 that such interests relate to the ownership, operation, maintenance and repair of the Pipeline Assets (as defined in the Contribution Agreement, referenced below) being contributed, conveyed and assigned by Grantor to Grantee and 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”*). 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, to the extent that such obligations pertain to the Pipeline Assets being contributed, conveyed and assigned by Grantor to Grantee.

Grantor expressly reserves concurrent interests in said real property, or leases, easements, rights-of-way, franchises, permits, licenses and other rights as Excluded Assets (as defined in the Contribution Agreement). Grantor and Grantee intend that each shall have the full use and enjoyment of all of said real property, or leases, easements, rights-of-way, franchises, permits, licenses, and other rights insofar as such rights pertain to each other’s assets.

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 July 22, 2020, with a retroactive effective as of July 1, 2020 (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 [Location of Interests], 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 July 1, 2020.

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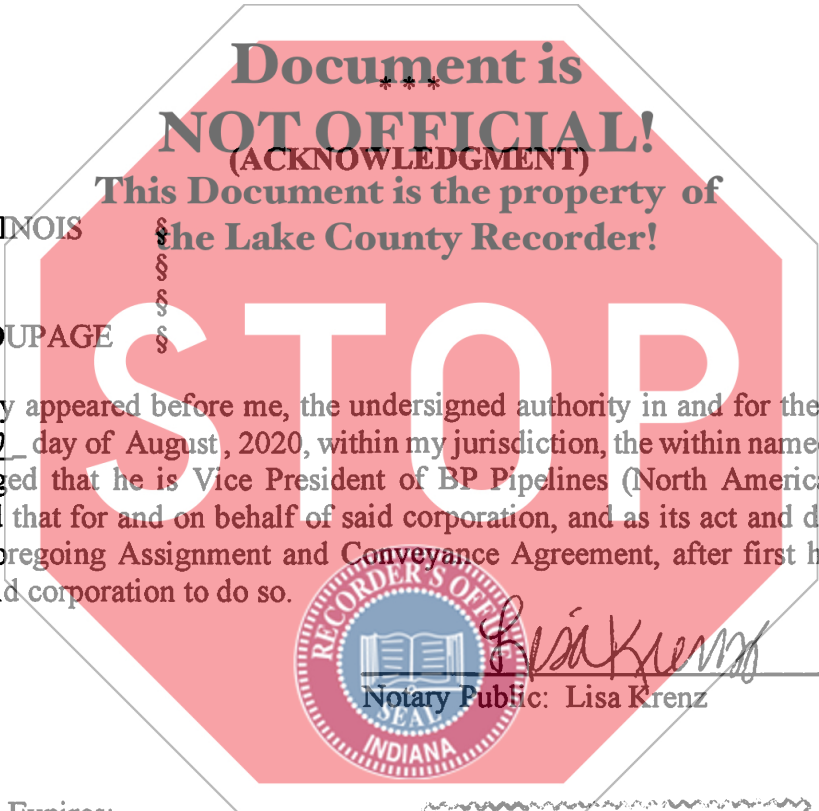


Grantor and Grantee execute this Assignment and Conveyance Agreement this 26 day of August, 2020, with a retroactive effective date as of July 1, 2020.

GRANTOR:

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

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

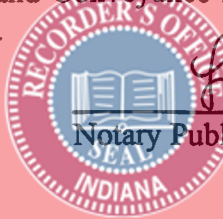


STATE OF ILLINOIS

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COUNTY OF DUPAGE

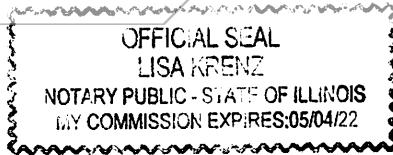
Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of August, 2020, within my jurisdiction, the within named John D'Andrea who acknowledged that he is Vice President of BP Pipelines (North America) Inc., a Maine Corporation, and that for and 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.



Lisa Krenz
Notary Public: Lisa Krenz

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]



GRANTEE:

BP One Pipeline Company LLC, a Delaware limited liability company

By: Its sole member, BP Pipelines (North America) Inc.

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



STATE OF ILLINOIS

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COUNTY OF DUPAGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20 day of Aug, 2020, within my jurisdiction, the within named Gerald J. Maret who acknowledged that he is President of BP Pipelines (North America) Inc., the sole member of BP One Pipeline Company 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: Lisa Krenz

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

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

CERTIFICATE OF PROOF

WITNESS to the signature (s) on the foregoing instrument to which this Proof is attached.

DM Sekulich

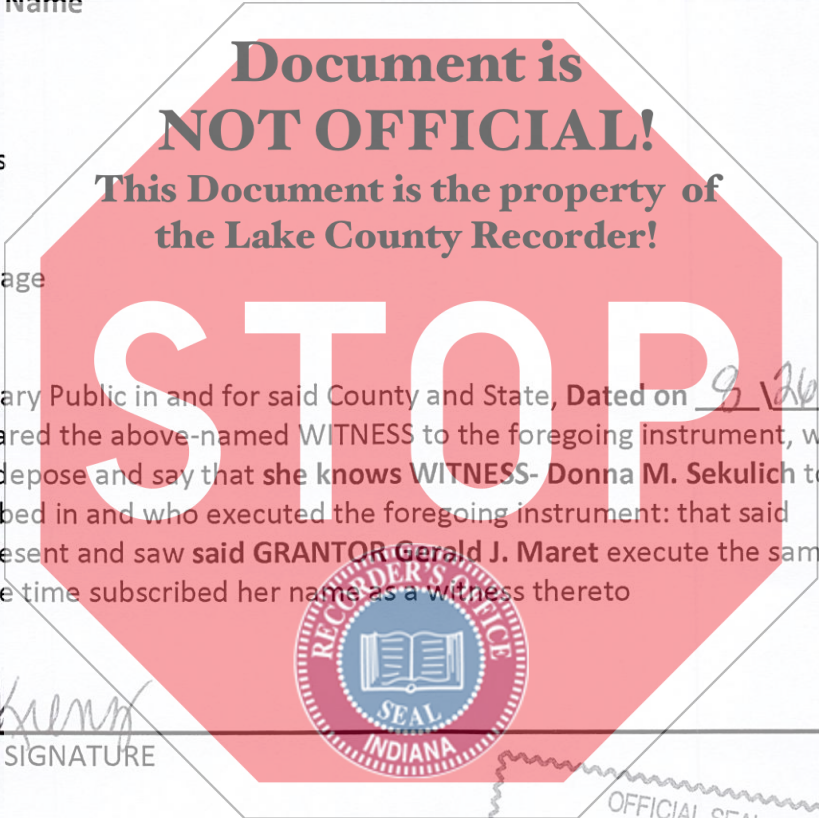
Witness Signature

Donna M. Sekulich
Witness Printed Name

PROOF:

STATE OF Illinois

COUNTY OF DuPage



Before me a Notary Public in and for said County and State, Dated on 9/26 2020, personally appeared the above-named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that she knows WITNESS- Donna M. Sekulich to be the individual described in and who executed the foregoing instrument: that said WITNESS was present and saw said GRANTOR Gerald J. Maret execute the same: and the said WITNESS at same time subscribed her name as a witness thereto

Lisa Krenz

NOTARY PUBLIC SIGNATURE

Lisa Krenz
NOTARY PRINTED NAME



Notary Name exactly as Commission
Notary Public- State of Illinois
Seal

Commission Expires: 05/04/2022

SCHEDULE A

Series #: 2991
Line #: 1653

Original Grantor:
RIETH-RILEY CONSTRUCTION CO., INC.

Original Grantee:
BP PIPELINES (NORTH AMERICA) INC.

Agreement Type:
RIGHT OF WAY/EASEMENT

Effective Date:
6/24/2009

Book and Page #:

Document #:
20090151683

Location/Legal Description:

USA/Indiana/Lake

T036N - R009W: SEC 005

Metes & Bound: IN THE CITY OF HAMMOND, IN THE NW 1/4, NW 1/4, SECTION 5

