

RECORDING REQUESTED BY:



W2575758

AFTER RECORDING
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E# 2575758 PG 1 OF 13
ERNEST D ROWLEY, WEBER COUNTY RECORDER
10-May-12 0811 AM FEE \$34.00 DEP SC
REC FOR: LAWYERS TITLE INSURANCE CORPORATI
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AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: D. Carter

14301799

(Save for Recorder's Information)

ASSIGNMENT AND ASSUMPTION AND BILL OF SALE AGREEMENT

STATE OF UTAH
COUNTY OF WEBER

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§
§

KNOW ALL PERSONS BY THESE PRESENTS:

THIS ASSIGNMENT AND ASSUMPTION AND BILL OF SALE AGREEMENT (this "Assignment") is made and entered into as of this 27 day of April, 2012 by and between CONOCOPHILLIPS COMPANY, a Delaware corporation whose mailing address is 600 North Dairy Ashford, Houston, Texas 77079, as holder of the Subject Assets (as hereinafter defined) in its own name, or pursuant to one or more of those transfers or transactions described on Exhibit A attached hereto and made a part hereof ("Assignor"), and PHILLIPS 66 COMPANY, a Delaware Corporation whose mailing address is 420 South Keeler, Bartlesville, Oklahoma, 74004 ("Assignee").

1. For good and valuable consideration, Assignor hereby grants, sells, conveys, assigns, transfers, bargains, delivers, sets over to, and vests in Assignee, its successors and assigns, without any warranties, express or implied, all of such Assignor's right, title and interest, legal and equitable, in and to the following, if any:

(a) the easements, rights of way, servitudes, leases, surface rights, interests in land, permits, licenses and grants, and all amendments to each thereof, if any, described in Exhibit B, together with all prescriptive rights and all franchises, privileges, permits, grants, leases, and consents in favor of Assignor, or Assignor's predecessors in title, in, on, over and under lands, roads, highways, railroads, rivers, canals, ditches, bridges, state and national parks, forests, reservations and wilderness areas, public grounds or structures, or elsewhere, and all rights incident thereto, rights under condemnation judgments, judgments on declaration of taking, and permits and grants for the installation, maintenance, repair, removal and operation of the Pipelines (as hereinafter defined) (collectively, the "Easements");

(b) the presently existing pipelines located in, on, over, under or adjacent to the property described in (a) above, together with all buildings, structures, improvements, equipment and appurtenances of every kind or nature that are a part of, affixed to or used in connection therewith, including, without limitation, all stations, substations, pumping stations, metering stations, meter houses, ponds, regulator houses, storage tanks, scrapers and scraper traps, fittings, valves, connections, cathodic or electric protection units, bypasses, regulators, drips, meters, pumps, engines, pipes, gates, telephone and telegraph lines, poles, wires, casings and fixtures, headers, aerial suspension river crossings, appliances, electric power lines, radio towers, terminals, docks, piers, truck racks, and all appurtenances and fixtures of every kind or nature whatsoever forming a part of said pipelines (collectively, together with additions or replacements, the "Pipelines");

(c) to the extent assignable to Assignee, any and all operating licenses, permits and applications and agreements for utilities and related services to which the Easements and Pipelines are subject (the "Other Agreements"); and

(d) with respect to the Easements and Pipelines, all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, including, without limitation, all reversionary interests and reversions, remainders, and all the right, title, interest, estate and claim whatsoever, at law as well as in equity, of Assignor in and to the Easements and Pipelines (the "Appurtenances"); the Appurtenances, the Easements, the Pipelines, and the Other Agreements, collectively, the "Subject Assets") to have and to hold the same, unto Assignee, its successors and assigns.

2. Assignee hereby assumes the Subject Assets and all of Assignor's duties and obligations under or relating to the Subject Assets.

3. This Assignment is made and accepted expressly subject to (a) all recorded and unrecorded liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, irregularities, mortgages, pledges, restrictions, security interests, options or preferential rights to purchase, adverse claims and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Assets or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Assets; and (b) and to all matters that a current survey or visual inspection would reflect.

4. This Assignment is solely for the benefit of the parties hereto, and no one else shall be considered a third party beneficiary to this Assignment. This Assignment is binding upon Assignor and Assignee and their respective successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on the date first above written.

ASSIGNOR:

ASSIGNEE:

CONOCOPHILLIPS COMPANY, a Delaware corporation

PHILLIPS 66 COMPANY, a Delaware corporation

By: [Signature]
Mark R. Headley
Attorney-in-Fact

By: [Signature]
Jon D. Baccus
Attorney-in-Fact

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON) SS

On the 27 day of April in the year 2012 before me, the undersigned, personally appeared Mark R. Headley, as Attorney-in-Fact for ConocoPhillips Company, a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand and seal of office, this 27 day of April, 2012.



[Signature]
Notary Public in and for the State of Oklahoma

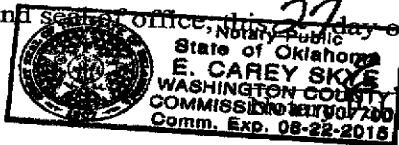
My commission expires: _____

STATE OF OKLAHOMA)

COUNTY OF WASHINGTON) SS

On the 27 day of April in the year 2012 before me, the undersigned, personally appeared Jon D. Baccus, as Attorney-in-Fact for Phillips 66 Company, a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand and seal of office, this 27 day of April, 2012.



[Signature]
Notary Public in and for the State of Oklahoma

My commission expires: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AND BILL OF SALE AGREEMENT
CORPORATE HISTORY
OF GRANTOR

WHEREBY ConocoPhillips Company, a Delaware corporation, has obtained title through certain transactions in which it, or one or more of its predecessor entities, subsidiaries or affiliates, was a party. Such transactions include without limitation mergers, acquisitions, consolidations and corporate name changes. Those transactions that are, or may be, relevant to the real property conveyance(s) are summarized below and are intended to clear any gaps in the chain of title for the properties shown in Exhibit B and Exhibit C.

ConocoPhillips Company is successor by one or more of the following:

Entity Name	Relevant Transactions
American Liberty Pipe Line Co. (DE)	(1) American Liberty Pipe Line Co. was formed on December 27, 1935; (2) through certain transactions, ConocoPhillips Company became successor-in-interest to American Liberty Pipe Line Co.
Bayway Refining Company (DE)	Bayway Refining Company merged into ConocoPhillips Company on June 30, 2003.
Conoco Inc. (DE)	Conoco Inc. merged into ConocoPhillips Company on December 31, 2002.
Continental Oil Company (DE)	(1) Marland Oil Company was formed in 1917; (2) Marland Oil Company changed its name to Continental Oil Company on June 26, 1929; (3) Continental Oil Company changed its name to Conoco Inc. in 1979; (4) Conoco Inc. merged into ConocoPhillips Company on December 31, 2002.
Continental Refining Company (PA)	(1) Continental Refining Company was formed on October 31, 1905; (2) through certain transactions, ConocoPhillips Company became successor-in-interest to Continental Refining Company.
Harrison Oil Company (TX)	(1) Harrison Oil Company was formed on April 23, 1925; (2) through certain transactions, ConocoPhillips Company became successor-in-interest to Harrison Oil Company.
Lion Oil Company (DE)	(1) Lion Oil Company merged into Tosco Corporation on February 3, 1978; (2) Tosco Corporation merged into ConocoPhillips Company on January 1, 2003.

Company Name	Relevant Information
M M Cattle Co. (TX)	(1) M M Cattle Co. was formed on February 9, 1949; (2) M M Cattle Co. dissolved on December 27, 1996, distributing all of its assets to Phillips Petroleum Company; (3) Phillips Petroleum Company changed its name to ConocoPhillips Company on December 31, 2002.
Marcus Hook Refining Company (DE)	Marcus Hook Refining Company merged into ConocoPhillips Company on June 30, 2003.
Phillips Petroleum Company / Co. (DE)	Phillips Petroleum Company changed its name to ConocoPhillips Company on December 31, 2002.
Phillips 66 Company (DE)	(1) Phillips 66 Company was formed as a subsidiary of Phillips Petroleum Company on April 14, 1964; (2) Phillips 66 Company merged into Phillips Petroleum Company on December 31, 1991; (3) Phillips Petroleum Company changed its name to ConocoPhillips Company on December 31, 2002.
Phillips Chemical Company (DE) (1948-1964)	(1) Phillips Chemical Company was formed as a subsidiary of Phillips Petroleum Company on March 23, 1948; (2) Phillips Chemical Company dissolved on April 14, 1964, distributing all of its assets to Phillips Petroleum Company; (3) Phillips Petroleum Company changed its name to ConocoPhillips Company on December 31, 2002.
Phillips Chemical Company (DE) (1989-1994)	(1) Phillips Chemical Company was formed as a subsidiary of Phillips Petroleum Company on January 27, 1989; (2) Phillips Chemical Company dissolved on April 13, 1994, distributing all of its assets to Phillips Petroleum Company; (3) Phillips Petroleum Company changed its name to ConocoPhillips Company on December 31, 2002.
Phillips Oil Co. (DE)	(1) Phillips Oil Co. merged into Phillips Petroleum Company on August 1, 1985; (2) Phillips Petroleum Company changed its name to ConocoPhillips Company on December 31, 2002.
Phillips Realty Co.	(1) Phillips Realty Co. liquidated its assets on July 31, 1965 and dissolved on August 3, 1965; (2) ConocoPhillips Company is successor-in-interest to the assets of Phillips Realty Co.

Entity Information	Milestone Description
Texhoma Oil and / & Refining Company (TX)	(1) Texhoma Oil & Gas Company was formed on September 2, 1916; (2) Texhoma Oil & Gas Company changed its name to Texhoma Oil and Refining Company (used interchangeably in official documentation with "Texhoma Oil & Refining Company") on July 5, 1918; (3) Texhoma Oil and Refining Company changed its name to Continental Oil Company of Texas on October 5, 1926; (4) Continental Oil Company of Texas dissolved on July 14, 1928, distributing all of its assets to Continental Oil Company; (5) Continental Oil Company changed its name to Conoco Inc. in 1979; (6) Conoco Inc. merged into ConocoPhillips Company on December 31, 2002.
Tosco Corporation (NV)	Tosco Corporation merged into ConocoPhillips Company on January 1, 2003.
Tosco Terminal Company (DE)	(1) Tosco Terminal Company was formed as a subsidiary of Tosco Corporation on January 31, 1996; (2) Tosco Terminal Company merged into Toscopetro Corporation on December 17, 2002; (3) Toscopetro Corporation merged into Tosco Corporation on December 31, 2002; (4) Tosco Corporation merged into ConocoPhillips Company on January 1, 2003.
Toscopetro Corporation (DE)	(1) Toscopetro Corporation was formed as a subsidiary of Tosco Corporation on December 28, 1981; (2) Toscopetro Corporation merged into Tosco Corporation on December 31, 2002; (3) Tosco Corporation merged into ConocoPhillips Company on January 1, 2003.

Exhibit B**To Assignment and Assumption and Bill of Sale Agreement****WEBER COUNTY UT**

File Number	Grantor	Grantee	Effective Date	Book	Page	Legal
RW101780/000	Convenience Retailers LLC	ConocoPhillips Company	12/15/08			T 5N R 1W Sec 7 SALT LAKE 1855

POA-PTRRC 01/01/03

20120144242
04/04/2012 RP2 \$20.00

2
P
B

POWER OF ATTORNEY

TO WHOM IT MAY CONCERN:

ConocoPhillips Company ("ConocoPhillips"), a Delaware corporation, having an office and place of business at 600 North Dairy Ashford, Houston, Texas 77079, acting herein through D. G. Hrap, its Vice President, being duly authorized by resolution of its Board of Directors does hereby constitute, make and appoint **Mark R. Headley**, its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from the date hereof, until midnight October 31, 2013, unless sooner canceled or terminated:

(1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to account: any and all kinds of real and personal property and any and all rights and interests therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights);

(2) to impose, establish, acquire, surrender or release servitudes or easements;

(3) to make application for governmental franchises or permits of every kind and nature;

(4) to enter into any instruments relating to claims for and against ConocoPhillips arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements; report of employers' qualifications, injury and accident reports;

(5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of ConocoPhillips;

(6) to do such things, perform such acts and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within the limits of the Continental Shelf appertaining to the United States of America.

ConocoPhillips hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said ConocoPhillips in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney shall lawfully do by virtue hereof.

Executed on October 20, 2008.

Attest:

ConocoPhillips Company

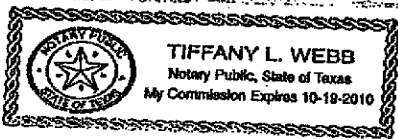
By: [Signature]
Assistant Secretary

By: [Signature]
Vice President
D. G. Hrap

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public, authorized to take acknowledgments in said county and state, personally appeared D. G. Hrap, personally known to me and who, being by me duly sworn, did depose and say that his address is 600 North Dairy Ashford Road, Houston, Texas 77079, that he is a Vice President of ConocoPhillips Company, a Delaware corporation, and that the seal affixed to the within and foregoing instrument is the seal of said corporation, that he is informed of the contents of the instrument, and that said instrument was signed by him and sealed on behalf of said corporation by authority of a resolution of its Board of Directors, and he acknowledged to me that said corporation executed said instrument as its own free and voluntary act and deed for the consideration, uses and purposes therein set forth.

Witness my hand and official seal on October 20, 2008.



[Signature]
Notary Public, State of Texas

2012 APR - 4 PM 11:00
FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

✓
Mail to:
ConocoPhillips Company
600 N. Dairy Ashford
Attn: Ryan Thompson
Houston, TX 77079

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records on the date and at the time
stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

APR - 4 2012



Stu Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

POA-PTRRC 2/1/2012

20120144243
04/04/2012 RP2 \$20.00

J
PA
B

POWER OF ATTORNEY

TO WHOM IT MAY CONCERN:

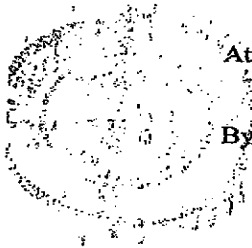
Phillips 66 Company, a Delaware corporation, having an office and place of business at 600 North Dairy Ashford, Houston, Texas 77079, acting herein through Frances M. Vallejo, its Vice President and Treasurer, being duly authorized by resolution of its Board of Directors does hereby constitute, make and appoint **Jon D. Baccus**, its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from the date hereof, until midnight December 31, 2012, unless sooner canceled or terminated: *lee*

- (1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to account: any and all kinds of real and personal property and any and all rights and interests therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights);
- (2) to impose, establish, acquire, surrender or release servitudes or easements;
- (3) to make application for governmental franchises or permits of every kind and nature;
- (4) to enter into any instruments relating to claims for and against Phillips 66 Company arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements; report of employers' qualifications, injury and accident reports;
- (5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of Phillips 66 Company;
- (6) to do such things, perform such acts, and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within the limits of the Continental Shelf appertaining to the United States of America.

Phillips 66 Company hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said Phillips 66 Company in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney shall lawfully do by virtue hereof.

Executed on February 6 2012.



Attest:

Phillips 66 Company

By: Jennifer M. Garcia
Jennifer M. Garcia
Assistant Secretary

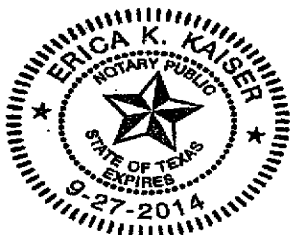
By: Frances M. Vallejo *FC*
Frances M. Vallejo
Vice President and Treasurer

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned Notary Public, authorized to take acknowledgments in said county and state, personally appeared Frances M. Vallejo, personally known to me and who, being by me duly sworn, did depose and say that her address is 600 North Dairy Ashford Road, Houston, Texas 77079, that she is a Vice President and Treasurer of Phillips 66 Company, a Delaware corporation, and that the seal affixed to the within and foregoing instrument is the seal of said corporation, that she is informed of the contents of the instrument, and that said instrument was signed by her and sealed on behalf of said corporation by authority of a resolution of its Board of Directors, and she acknowledged to me that said corporation executed said instrument as its own free and voluntary act and deed for the consideration, uses and purposes therein set forth.

Witness my hand and official seal on February 6, 2012.



Erica K. Kaiser
Notary Public

Steph Starnett
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 APR -4 PM 11:00

FILED

✓
Mail to:
Phillips 66 Company
Attn: Greg Cardwell
600 N. Dairy Ashford
Houston, TX 77079

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

APR - 4 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or effect on title.