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Mar 28 2005

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VOL. *939* PAGE *87*

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MONA S. LOSH

ENVIRONMENTAL COVENANT

RECORDER, ALLEN CO., OHIO

FEE *108.00* PAID

E. Williams here Shunka, Loop.

VOL 0939 PAGE 087

This Environmental Covenant is entered into by BP Amoco Chemical Company as successor to BP Chemicals, Inc., having offices at 4101 Winfield Road, Warrenville, Illinois ("Owner"), BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder"), and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

Whereas, Owner is the owner of certain real property consisting of a parcel of land situated in Allen County, Ohio, and legally described in Exhibit A hereto (collectively referred to herein as the "Property"); and

Whereas, the Administrative Record of the closure and corrective action is maintained as the file titled "Premcor," in the Ohio EPA Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402; and

Whereas, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit Renewal," Ohio Permit No. 03-02-0390 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid waste management units and groups identified in the permit; and

Whereas, the implementation of appropriate use restrictions that restrict land use on the Property is required to protect human health and the environment, based upon a human health risk assessment and an ecological risk assessment performed for the solid waste management units and groups addressed in the Ohio Permit;

Now therefore, Owner, Holder, and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns an approximately 19.170 acre tract of real property in Allen County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. BP Amoco Chemical Company, having offices at 4101 Winfield Road, Warrenville, Illinois, ("Owner") is the owner of the Property.

4. Holder. Owner, whose address is listed above, and BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder") are the Holders of this Environmental Covenant.

5. Activity and Use Limitations. As part of the closure and corrective action for the release of hazardous wastes and constituents from solid waste management units and groups identified in the Ohio Permit, Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of Owner. In no event shall any groundwater under the Property be used as a potable supply of water.

B. The Property shall not be used for Residential Activities. The Property shall be used solely and exclusively for Industrial Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of industrial activities within the Property) and religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- vi. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
- vii. Hospitals and other extended care medical facilities (except as a part of industrial activities within the Property); and
- viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, processing, formulating, packaging and handling operations, research and development, including all ancillary and supporting activities incident thereto, and other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blendstocks, feedstocks and/or by-products, durable goods and other non-food products.

C. Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee to ensure the use is solely and exclusively for industrial activities.

D. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60)

days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees, and to Holder(s), the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA and Holder(s) on an annual basis a written certification which complies with the requirements of Ohio Administrative Code 3745-50-42(B)(C)(D) that the activity and use limitations remain in place and are being complied with.

10. Recordation of Environmental Covenant. Within thirty (30) days after the date of the final required signature upon this covenant, Owner shall record, in the office of the Allen County Recorder, this Environmental Covenant in the same manner as a deed to the property, pursuant to ORC § 5301.88. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant.

11. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ALLEN COUNTY

RECORDER ON _____, 200_, IN [DOCUMENT _____, or BOOK _____,
PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE
FOLLOWING ACTIVITY AND USE LIMITATIONS:

No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of Owner. In no event shall any groundwater under the Property be used as a potable supply of water.

The Property shall not be used for Residential Activities. The Property shall be used solely and exclusively for Industrial Activities. The term "Residential Activities" shall include, but not be limited to, the following:

- i. Single and multi-family dwelling and rental units;
- ii. Day care centers and preschools;
- iii. Hotels and motels;
- iv. Educational (except as a part of industrial activities within the Property) and religious facilities;
- v. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
- vi. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
- vii. Hospitals and other extended care medical facilities (except as a part of industrial activities within the Property); and
- viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, processing, formulating, packaging and handling operations, research and development, including all ancillary and supporting activities incident thereto, and other office and warehousing activities, including but not limited to production, processing, storage and sales of chemicals, chemical intermediates, blendstocks, feedstocks and/or by-products, durable goods and other non-food products.

Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the Owner and/or Transferee to ensure the use is solely and exclusively for industrial activities.

In the event that any activity by the holder of an encumbrance constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation

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evidencing the conveyance, a legal description of the Property being transferred, a survey map of the Property being transferred; and the closing date of the transfer of ownership of the Property.

12. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property which is subject to the encumbrances listed and described in Exhibit B hereto, which is fully incorporated by reference herein.
- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other parties, identified in Attachment A, described above, that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party of by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder(s), and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder(s) of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Allen County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

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14. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Allen County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute copies of the recorded Environmental Covenant to: Ohio EPA; the Holder(s), any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property, each unit of local government in which the real property is located, and any other person designated by Ohio EPA.

The undersigned representatives of Owner and Holder(s) represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

BP AMOCO CHEMICAL COMPANY

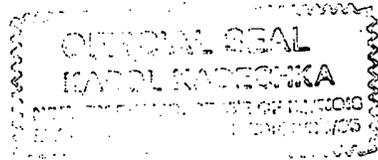
J. H. Pinkert
Signature of Owner

D. B. Pinkert, Vice President
Printed Name and Title

3/8/05
Date

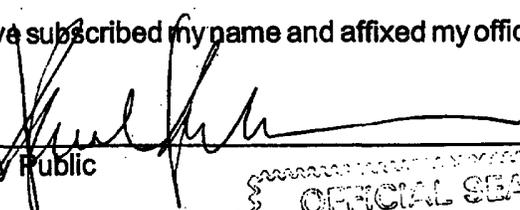
State of Illinois)
County of DuPage)

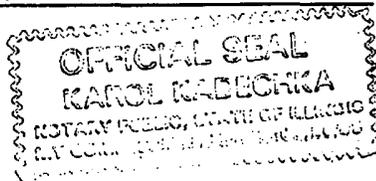
ss:



Before me, a notary public, in and for said county and state, personally appeared D. B. Pinkert, a duly authorized representative of BP Amoco Chemical Co., who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of BP Amoco Chemical Co.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 8 day of March, 2005


Notary Public



BP PRODUCTS NORTH AMERICA INC.


Signature of Holder

D.B. Pinkert
Printed Name and Title

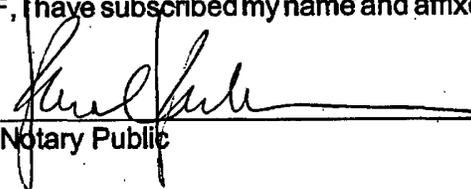
3/8/05
Date

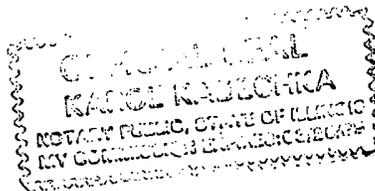
State of Illinois)
County of DeWitt)

ss:

Before me, a notary public, in and for said county and state, personally appeared D.B. Pinkert, a duly authorized representative of BP Products, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of BP Products.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 8 day of March, 2005


Notary Public



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OHIO ENVIRONMENTAL PROTECTION AGENCY

Joseph P. Koneclic
Joseph P. Koneclic, Director

MAR 18 2005

Date

State of Ohio)
County of Franklin)

ss:

Before me, a notary public, in and for said county and state, personally appeared **JOSEPH P. KONECLIK**, the Director of Ohio EPA, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 18th day of MARCH 2005

Charma Diane Casteel
Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
MAY 10, 2009

This instrument prepared by:

Frances M. Kovac, Esq.
Ohio Environmental Protection Agency
122 South Front Street
Columbus, OH 43215

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EXHIBIT "A"

County of Allen

State of Ohio

Facility: BDO Plant

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FILED IN CASE NO. 93-1000

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Reviewed by R. H. Hays
on 8-13, 1998

BOUNDARY DESCRIPTION
"BDO Lands Retained by BP"

Parts of the southwest and southeast quarters of Section 1, and parts of the northwest and northeast quarters of Section 12, all in Township 4-South, Range 6-East, Shawnee Township, Allen County, Ohio, and described by metes and bounds as follows:

Commencing at a county monument box at the southwest corner of the southeast quarter of Section 2 of said township;

thence easterly with the south line of said southeast quarter at N 88°45'08"E, 2644.05 feet to the southeast corner of the southeast quarter of said Section 2 (this course passes a boat spike of record in the centerline of Fort Amanda Road at 4.00 feet);

thence easterly with the south line of the southwest quarter of said Section 1 at S 88°23'07"E, 117.88 feet to an iron pipe of record (found) in the east line of lands now in the name of BP Chemicals, Inc. (Deed Volume 753, Page 743);

thence continuing easterly with said south line of southwest quarter at S 88°23'07"E, 2460.81 feet to an iron pipe (set) at 110.77 feet westerly from the southeast corner of said southwest quarter, which point is also the POINT OF BEGINNING;

thence northerly with the east edge of a gravel road at N 01°09'00"W, 223.29 feet to an iron pipe (set);

thence easterly, on a course that is 20 feet southerly from the toe of slope for the dike at Tanks 457, 458, 459, and 460, at N 89°31'19"E, 238.07 feet to an iron pipe (set);

thence northerly, with a simplified course at or near the west edge of a blacktop roadway, at N 00°39'16"E, 268.16 feet to an iron pipe (set);

thence westerly at N 89°20'44"W, 168.79 feet to an iron pipe (set);

thence northerly at N 02°02'16"E, 444.92 feet to an iron pipe (set);

thence easterly, with the south line of the toe of slope for a proposed dike at Tank 391, at N 89°59'55"E, 158.07 feet to an iron pipe (set);

EXHIBIT "A" (Continued)

Facility: BDO Plant

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thence northerly, with the west edge of a blacktop roadway, at N 00°39'16"E, 343.74 feet to an iron pipe (set);

thence easterly, with the south line of the toe of slope for the dike at Reservoir No. 2, at S 89°57'56"E, 368.47 feet to an iron pipe (set);

thence northerly, with the east line of the toe of slope for the dike at Reservoir No. 2, at N 00°44'53"E, 423.04 feet to an iron pipe (set);

thence easterly, with the south line of the toe of slope for the dike south of the warehouses, at S 88°57'10"E, 253.21 feet to an iron pipe (set);

thence southerly, on a course that is 20 feet westerly from the centerline of a pipe alley column line, at S 00°17'37"E, 36.85 feet to an iron pipe (set);

thence easterly, on a course that passes 20 feet southerly from a pipe alley column, at N 89°49'56"E, 58.58 feet to an iron pipe (set) about 4 inches easterly from the back of curb line at the east edge of the refinery

thence southerly, on a course that is about 4 inches easterly from and parallel with said curb line, at S 00°04'09"E, 430.21 feet to an iron pipe (set);

thence southerly, on a course that is about 4 inches easterly from and parallel with said curb line, at S 01°54'14"W, 251.91 feet to an iron pipe (set) at a point of curvature;

thence southwesterly, on a course that is about 4 inches easterly from and parallel with said curb line, with a curve concave northwesterly an arc distance of 466.43 feet thru a radius of 595.08 feet (chord bears S 24°21'31"W, 454.58 feet; central angle is 44°54'33") to an iron pipe (set) at a point of tangency;

thence southwesterly at S 46°48'47"W, 299.35 feet to an iron pipe (set) to a point that is 6 feet northwesterly from the outside edge of the northwest rail of Track #20;

thence southwesterly at S 48°15'40"W, 334.42 feet to a railroad spike (set);

thence southwesterly at S 45°33'35"W, 239.86 feet to an iron pipe (set);

thence southwesterly at S 63°34'14"W, 104.58 feet to an iron pipe (set);

thence northerly with the east edge of a gravel road at N 01°09'00"W, 75.59 feet to the POINT OF BEGINNING.

This parcel contains a gross area of 19.170 acres, of which no area is occupied by any present roadway, thus leaving a net area also of 19.170 acres, subject to all legal easements or restrictions of record. Of this 19.170 acres, 19.051 acres are in Section 1 (Part of Tax Map Parcel No. 46-0100-03-001.000), and 0.119 acres are in Section 12 (Part of Tax Map Parcel No. 46-1200-02-001.000).

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EXHIBIT "A" (Continued)

Facility: BDO Plant

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Grantor claims title by instrument recorded at Deed Volume 844, Page 488, of the deed books of the Allen County Recorder's Office.

This description is based on surveying work performed by Kohli & Kalher Associates, Inc., through August 10, 1998. Bearings are based on the coordinate grid established by K&K for BP Oil Refinery. Iron pipes set this survey are 3/4-inch diameter by 30-inch long iron pipes capped with an orange plastic "K&K/LIMA" plug. Reference shall be made to K&K Drawing No. L-1108 for a graphic representation of the subject survey.

Michael G. Buettner
Ohio Registered Surveyor No. 6881

(SEAL) **AUG 13 1998**

TRANSFER NOT NECESSARY

MAR 28 2005

Ben E. Diepenbrock, Allen County Auditor
NO FEE *cm*

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FILED AND RECORDED

June 7 2002
AT 10:41 5:00 CLOCK AM
Edward P. Kirk
EDWARD P. KIRK
RECORDER, ALLEN CO., OHIO
FEE 38.00 PAID
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Exhibit B to Environmental Covenant: BP Amoco Chemical Company, BP Products North America, Inc, and the Ohio Environmental Protection Agency

Encumbrances to which the Property fully described in Exhibit A to the Environmental Covenant is subject:

1. The lien of all taxes for the year 2005 and thereafter, but which are not yet due and payable.
2. Easement to Allen County, State of Ohio of record in Volume 489, page 304.
3. Easement to Ohio Water Development Authority of record in Volume 599, page 605.
4. Memorandum of Shared Services Agreement and Easements and Rights granted therein of record in Volume 845, page 539.
5. Declaration of use - Restrictions and Affirmative Covenants of record in Volume 897, Page 565.

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