



State of Ohio Environmental Protection Agency

STREET ADDRESS:

Lazarus Government Center  
122 S. Front Street  
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184  
www.epa.state.oh.us

MAILING ADDRESS:

P.O. Box 1049  
Columbus, Ohio 43216-1049

**CERTIFIED MAIL**

December 14, 2005

**Re: Environmental Covenants**  
BP Amoco Chemical Company &  
Innovene USA LLC  
Lima, Allen County, Ohio  
**Parcels 1, 2, 4, & 5**

Elizabeth S. Yordanoff, Vice-President  
BP Amoco Chemical Company  
Innovene USA LLC  
4101 Winfield Road  
Warrenville, Illinois 60555

Dear Ms. Yordanoff:

Enclosed please find the Environmental Covenants (Covenants) issued to the BP Amoco Chemical Company and Innovene USA LLC, Allen County, on December 14, 2005. These Covenants will become effective when filed with the deed records maintained by the Office of the Allen County Recorder. To that end, the second original copy of each Covenant has been returned to your attorney of record. It is the obligation of BP Amoco Chemical Company pursuant to Paragraph 15 of each Covenant, to complete the filing.

If you have any questions with these Covenants, do not hesitate to contact Fran Kovac, Ohio EPA Office of Legal Services, at (614) 644-2844.

Sincerely,

Pamela S. Allen, Manager  
Regulatory and Information Services  
Division of Hazardous Waste Management

\\USERS\SDSHARPE\FOSSENT\env.convenant.BP.Products.4.wpd

**Attachments**

cc: Michael A. Savage, Chief, DHWM  
Ed Lim, Mgr., ERAS, DHWM  
Fran Kovac, Legal  
Heidi Greismer, PIC

John Pasquarette, DHWM, NWDO  
Doug Haynam, Esq.,

Bob Taft, Governor  
Bruce Johnson, Lieutenant Governor  
Joseph P. Koncelik, Director



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DEC 14 2005

**ENVIRONMENTAL COVENANT**

ENTERED DIRECTOR'S JOURNAL

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" and "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, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit Renewal," Ohio ID No. OHD042157644 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid and hazardous waste management units and groups identified in the permit; and

Whereas, the Administrative Record of the closure and corrective action is maintained as the file titled "BP Chemicals" in the Ohio EPA Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402; 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 and hazardous waste management units and areas of concern addressed in the Ohio Permit;

Now therefore, Owner 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 13.824 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 as successor to BP Chemicals, Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Owner") is the owner of the Property.
4. Holders. Owner, whose address is listed above, is the holder of this Environmental Covenant. In the event of a future transfer of the Property such that the Owner would no longer own the Property, BP Amoco Chemical Company shall remain a Holder.

I certify this to be a true and accurate copy of the  
official document as filed in the records of the Ohio  
Environmental Protection Agency

*Dir. Jackson* Date 12-14-05

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. The Property shall not be used for Residential Activities, but may be used 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; and
  - viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

- B. Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.
- C. 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:

The Property shall not be used for Residential Activities, but may be used 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; and
- viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.

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 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 Exhibit B, 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, and 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 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.

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, 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.

18. Notice. Any document or communication required by this Environmental Covenant to be submitted to Ohio EPA shall be submitted to:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Hazardous Waste Management  
P.O. Box 1049  
Columbus, Ohio 43216-1049

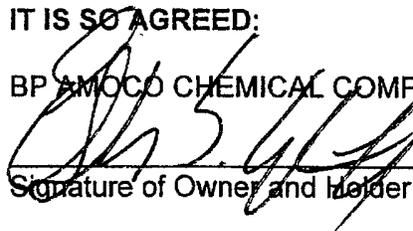
and

Ohio Environmental Protection Agency  
Northwest District Office  
Division of Hazardous Waste Management  
347 North Dunbridge Road  
Bowling Green, Ohio 43402  
Attn: DHWM Manager

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

BP AMOCO CHEMICAL COMPANY

  
\_\_\_\_\_  
Signature of Owner and Holder

ELIZABETH S. JORDANOFF - VICE PRESIDENT  
Printed Name and Title

12.09.05  
\_\_\_\_\_  
Date

State of Illinois )



EXHIBIT A

d:\s3000\feb2k5a.doc

Parcel No. 1  
February 2005  
Sheet 1 of 2

**PARCEL NO. 1 DESCRIPTION**  
**POND AREA NORTH OF BOULEVARD ENTRANCE**  
**AND EAST OF THE OTTAWA RIVER**

Part of the southeast quarter of Section 2, Township-4-South, Range-6-East, Shawnee Township, Allen County, Ohio, described by metes and bounds as follows:

Commencing at a monument box (found) at the southwest corner of said southeast quarter;

thence northerly with the west line of said southeast quarter at  $N 00^{\circ}13'00''W$ , 15.00 feet to a P.K. nail (set 1993) at the southwest corner of the parcel herein described, which point is the POINT OF BEGINNING;

thence with the following six courses:

(1) northerly with said west line of southeast quarter at  $N 00^{\circ}13'00''W$ , 949.38 feet to a point in the Ottawa River;

(2) easterly at  $S 83^{\circ}53'33''E$ , 313.79 feet to a 3-inch diameter iron corner post (found) [at 109.60 feet, this course intersects the legal centerline of Fort Amanda Road (a.k.a. County Road 11) at a point which bears  $S 06^{\circ}04'19''W$ , 276.56 feet from a P.K. nail (found) at the point of curvature at Station 96+82.06 of said centerline, as per sheet 52 of 54 of the 1968 roadway plans; at 179.60 feet, this course passes through an iron pipe (set 1993) in the east right-of-way line of Fort Amanda Road];

(3) east-southeasterly at  $S 74^{\circ}05'20''E$ , 219.54 feet to a 3-inch diameter iron corner post (found);

(4) easterly at  $S 89^{\circ}40'04''E$ , 356.38 feet to a cotton gin spindle (set 1993) in the west edge of pavement of the abandoned old Fort Amanda Road [at 348.42 feet, this course passes through a 6-inch diameter iron gate post (found)];

(5) south-southwesterly at  $S 25^{\circ}59'49''W$ , 944.74 feet to a cotton gin spindle (set 1993) at the intersection of said west edge of pavement of the abandoned old Fort Amanda Road and the north edge of pavement of the boulevard entrance to the chemicals plant;

(6) westerly at  $S 89^{\circ}25'50''W$ , 461.85 feet to the POINT OF BEGINNING [at 385.72 feet, this course passes through a cotton gin spindle (set 1993) in the east right-of-way line of the new Fort Amanda Road].

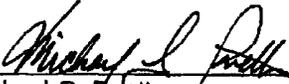
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This parcel contains a gross area of 13.824 acres, of which the right-of-way of Fort Amanda Road occupies 2.756 acres [see roadway easement at Deed Volume 489, Page 304], leaving a net area of 11.068 acres; subject to any other easements of record at the time of the recording of this instrument.

The area above described is entirely within Allen County Tax Map Parcel #46-0100-03-003.001.

Ownership is in the name of BP Chemicals, Inc., which claims title by an instrument recorded in the Allen County Recorder's Office at Deed Volume 753, Page 743.

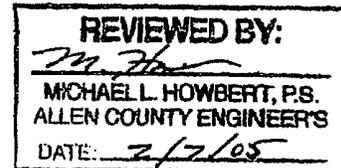
This description is based on continuing surveying work performed in this area by Kohli & Kallher Associates, Inc., from 1973 through February 2005. Bearings are based on a grid system established for BP Chemicals by Kohli & Kallher in 1973 using reference monuments at South 2700/West 4900 and at South 2700/West 5900. Reference shall be made to K&K Drawing No. L-1210 for a graphic representation of the subject survey. Iron pipes set as per above are 3/4-inch diameter by 30-inch long iron pipes with an orange plastic "K&K/LIMA" plug.



Michael G. Buettner  
Registered Surveyor No. 6881

(SEAL)

FEB 4 2005



## **EXHIBIT B**

### **ENCUMBRANCES ON PARCEL 1**

Right-of-Way to The Lima Telephone and Telegraph Co. of record in Deed Book 377, Page 574.

Easement of record in Deed Book 248, Page 137.

Easement of record in Deed Book 285, Page 243.

Easement of record in Deed Book 343, Page 141, Assigned in Deed Book 351, page 39.

Supplemental Agreement to Standard Oil Company of record in Deed Book 340, Page 539.

Easement of record in Deed Book 344, Page 129.

OHIO E.P.A.

DEC 14 2005

**ENVIRONMENTAL COVENANT**

ENTERED DIRECTOR'S JOURNAL

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" and "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, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit Renewal," Ohio ID No. OHD042157644 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid and hazardous waste management units and groups identified in the permit; and

Whereas, the Administrative Record of the closure and corrective action is maintained as the file titled "BP Chemicals" in the Ohio EPA Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402; 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 and hazardous waste management units and areas of concern addressed in the Ohio Permit;

Now therefore, Owner 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 74.587 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 as successor to BP Chemicals, Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Owner") is the owner of the Property.
4. **Holder.** Owner, whose address is listed above, is the holder of this Environmental Covenant. In the event of a future transfer of the Property such that the Owner would no longer own the Property, BP Amoco Chemical Company shall remain a Holder.

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency

By Donna Jackson Date 12-14-05

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. The Property shall not be used for Residential Activities, but may be used 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);
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The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

- B. Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.
- C. 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.
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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.

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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:

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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 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 Exhibit B, 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.

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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 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.

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, 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.

18. Notice. Any document or communication required by this Environmental Covenant to be submitted to Ohio EPA shall be submitted to:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Hazardous Waste Management  
P.O. Box 1049  
Columbus, Ohio 43216-1049

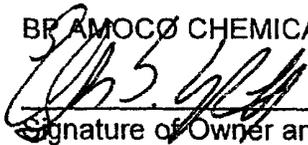
and

Ohio Environmental Protection Agency  
Northwest District Office  
Division of Hazardous Waste Management  
347 North Dunbridge Road  
Bowling Green, Ohio 43402  
Attn: DHWM Manager

The undersigned representative of Owner represents and certifies that he/she is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

BP AMOCO CHEMICAL COMPANY

  
\_\_\_\_\_  
Signature of Owner and Holder

ELIZABETH S. YORDANOFF - VICE PRESIDENT  
Printed Name and Title

12.09.05  
\_\_\_\_\_  
Date

State of Illinois )



EXHIBIT A

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Parcel No. 2  
February 2005  
Sheet 1 of 5

**PARCEL NO. 2 DESCRIPTION**  
AREA SOUTH OF BOULEVARD ENTRANCE, EAST OF THE OTTAWA RIVER,  
AND NORTH OF BUCKEYE ROAD

Part of the northeast and northwest quarters of Section 11, Township-4-South, Range-6-East, Shawnee Township, Allen County, Ohio, described by metes and bounds as follows:

Commencing at a monument box (found) at the northwest corner of said northeast quarter;

thence southerly with the west line of said northeast quarter at S 00°16'41"E, 481.27 feet to a point in the north line of the lands herein described that bears N 88°54'07"W, 22.42 feet from an iron pipe (set 1993) in the east right-of-way line of the new Fort Amanda Road, which point is the POINT OF BEGINNING;

thence with the following forty-six (46) courses:

(1) easterly at S 88°54'07"E, 220.39 feet to a cotton gin spindle (set 1993) in the east edge of pavement of the abandoned old Fort Amanda Road [at 22.42 feet, this course passes through said iron pipe (set 1993) in the east right-of-way line of the new Fort Amanda Road;

(2) north-northeasterly at N 27°37'55"E, 346.82 feet to an iron pipe (set 1993) in the east edge of pavement of the abandoned old Fort Amanda Road;

(3) easterly at N 89°51'32"E, 366.98 feet to an iron pipe (set 1993) in a fence line;

(4) southerly at S 00°15'09"E, 149.19 feet to a cotton gin spindle (set 1993) in the north edge of a blacktop driveway [at 125.25 feet, this course passes through a 3-inch diameter iron corner post (found)];

(5) easterly at S 89°43'03"E, 349.21 feet to a cotton gin spindle (set 1993) in the north edge of said blacktop roadway;

(6) east-southeasterly at S 71°30'18"E, 181.43 feet to a railroad spike (set 1993) in the north edge of said blacktop roadway;

(7) easterly at S 89°21'38"E, 116.64 feet to a railroad spike (set 1993) in the north edge of said blacktop roadway, which point is 22.81 feet southerly from the southeast corner of the Occupational Health Clinic Building;

(8) southerly at S 00°05'36"E, 23.00 feet to a railroad spike (set 1993);

(9) easterly at N 89°53'58"E, 35.00 feet to a railroad spike (set 1993) in the east edge of a blacktop roadway;

(10) southerly at S 00°06'03"E, 216.56 feet to a railroad spike (set 1993) in the east edge of said blacktop roadway;

- (11) easterly at N 89°34'13"E, 23.21 feet to an iron pipe (set 1993);
- (12) southerly at S 00°09'25"E, 61.49 feet to an iron pipe (set 1993);
- (13) easterly at S 89°55'42"E, 277.52 feet to an iron pipe (set 1993);
- (14) northerly at N 01°41'01"E, 94.38 feet to an iron pipe (set 1993);
- (15) easterly at S 89°57'30"E, 35.12 feet to a railroad spike (set 1993) in the west edge of a blacktop roadway;
- (16) southerly at S 00°02'39"E, 6.01 feet to a cotton gin spindle (set 1993) in the west edge of said blacktop roadway;
- (17) easterly at N 90°00'00"E, 198.26 feet to an iron pipe (set 1993) [at 11.85 feet, this course passes through a P.K. nail (set 1993); at 16.76 feet, this course passes through a cotton gin spindle (set 1993) in the east edge of a blacktop roadway];
- (18) southerly at S 00°00'00"W, 96.53 feet to an iron pipe (set 1993);
- (19) westerly at S 90°00'00"W, 104.55 feet to an iron pipe (set 1993);
- (20) southerly at S 00°00'00"W, 37.90 feet to a railroad spike (set 1993);
- (21) westerly at N 89°56'38"W, 61.96 feet to an iron pipe (set 1993);
- (22) southerly at S 00°01'40"E, 13.50 feet to an iron pipe (set 1993);
- (23) westerly at S 90°00'00"W, 31.64 feet to a cotton gin spindle (set 1993) in the west edge of a blacktop roadway [at 15.00 feet, this course passes through a cotton gin spindle (set 1993) in the east edge of said blacktop roadway; at 19.91 feet, this course passes through a P.K. nail (set 1993)];
- (24) southerly at S 00°02'39"E, 206.36 feet to a railroad spike (set 1993) in the west edge of said blacktop roadway;
- (25) westerly at S 89°54'28"W, 161.86 feet to an iron pipe (set 1993);
- (26) southerly at S 00°25'35"E, 11.56 feet to an iron pipe (set 1993);
- (27) westerly at S 89°25'00"W, 176.71 feet to a cotton gin spindle (set 1993) in the east edge of a blacktop roadway;
- (28) southerly at S 00°06'03"E, 350.07 feet to an iron pipe (set 1993);

(29) easterly between railroad spur tracks No. 1 and 2, as shown on BP Chemicals, Inc. Plant Site Layout Drawing No. M-L-0023, at S 89°10'50"E, 331.70 feet to an iron pipe (set 1993);

(30) easterly between said railroad spur tracks No. 1 and 2 at S 81°06'53"E, 218.73 feet to an iron pipe (set 1993);

(31) easterly between said railroad spur tracks No. 1 and 2 at S 89°56'25"E, 401.10 feet to an iron pipe (set 1993);

(32) southerly and crossing two sets of railroad tracks at S 00°10'37"W, 71.50 feet to an iron pipe (set 1993) in the north line of lands now in the name of Buckeye Terminals, LLC (Deed Volume 933, Page 56);

(33) westerly with said north line of Buckeye Terminals, LLC at S 89°08'43"W, 1403.17 feet to the northwest corner of said lands;

(34) southerly with the west line of said Buckeye Terminals, LLC at S 00°24'25"E, 1177.26 feet to a railroad spike (found) in the apparent centerline of Buckeye Road [at 1147.26 feet, this course passes through an iron pipe (found) at or near the north right-of-way line of Buckeye Road];

(35) westerly with the apparent centerline of Buckeye Road at S 88°42'04"W, 106.27 feet to a cotton gin spindle (set 1993);

(36) northerly at N 00°24'25"W, 349.41 feet to a 2-inch by 3-inch iron fence post (found) [at 30.00 feet, this course passes through an iron pipe (set 1993) at or near the north right-of-way line of Buckeye Road];

(37) westerly at S 88°41'34"W, 925.37 feet to a 9-inch diameter iron gate post (found) [at 860.06 feet, this course intersects the west line of said northwest quarter of Section 11];

(38) north-northeasterly at N 17°32'26"E, 52.69 feet to a 6-inch diameter iron gate post (found);

(39) westerly at S 88°37'36"W, 650.74 feet to the centerline of the Ottawa River [at 417.61 feet, this course passes through an iron pipe (set 1993) in the east right-of-way line of the new Fort Amanda Road; at 507.46 feet, this course intersects the legal centerline of the new Fort Amanda Road at a point which bears N 25°42'23"E, 127.07 feet from a boat spike (found) at the point of tangency at Station 56+04.29 of said centerline, as per sheet 51 of 54 of the 1968 roadway plans];

(40) northeasterly with the centerline of the Ottawa River at N 35°57'15"E, 211.28 feet;

(41) north-northeasterly with the centerline of the Ottawa River at N 25°23'21"E, 391.70 feet;

(42) north-northeasterly with the centerline of the Ottawa River at N 19°41'26"E, 347.45 feet;

(43) northerly with the centerline of the Ottawa River at N 09°26'41"E, 283.51 feet;

(44) northerly with the centerline of the Ottawa River at N 07°37'12"E, 410.58 feet;

(45) northerly with the centerline of the Ottawa River at N 04°42'27"E, 249.94 feet;

(46) easterly at S 88°54'07"E, 180.64 feet to the POINT OF BEGINNING [at 122.93 feet, this course intersects the legal centerline of the new Fort Amanda Road at a point which bears N 04°40'54"E, 264.29 feet from a mine spike (found) at the point of tangency at Station 73+37.52 of said centerline, as per sheet 52 of 54 of the 1968 roadway plan].

---

This parcel contains a gross area of 74.587 acres, of which the rights-of-way of Fort Amanda Road and Buckeye Road together occupy 7.308 acres [see roadway easements at Deed Volume 489, Page 298; and Deed Volume 489, Page 300], leaving a net area of 67.279 acres; subject to any other easements of record at the time of the recording of this instrument.

It is understood that the apparent centerline of Buckeye Road is not colinear with the half-section through said Section 11.

Of this 74.587 acres:

- 1.120 acres are part of Allen County Tax Map Parcel #46-1100-01-001.000 (this 1.120 acres is the sum of two subparcels at 0.059 acres and 1.061 acres, respectively)
- 16.647 acres are part of Allen County Tax Map Parcel #46-1100-01-002.000
- 2.481 acres are part of Allen County Tax Map Parcel #46-1100-01-003.000
- 1.188 acres are part of Allen County Tax Map Parcel #46-1100-01-004.000
- 39.921 acres are part of Allen County Tax Map Parcel #46-1100-01-005.000
- 8.530 acres are part of Allen County Tax Map Parcel #46-1100-02-004.000
- 4.700 acres are part of Allen County Tax Map Parcel #46-1100-02-005.000

Owner claims title by the following instruments recorded in the Allen County Recorder's Office:

- Parcel #46-1100-01-001.000 — Deed Volume 449, Page 714 (Sohio Chemical Company)
- Parcel #46-1100-01-002.000 — Deed Volume 581, Page 120 (Vistron Corporation)
- Parcel #46-1100-01-003.000 — Deed Volume 503, Page 440 (Vistron Corporation)
- Parcel #46-1100-01-004.000 — Deed Volume 460, Page 108 (Sohio Chemical Company)
- Parcel #46-1100-01-005.000 — Deed Volume 460, Page 105 (Sohio Chemical Company)
- Parcel #46-1100-02-004.000 — Deed Volume 776, Page 231 (BP Chemicals, Inc.)
- Parcel #46-1100-02-005.000 — Deed Volume 460, Page 106 (Sohio Chemical Company)

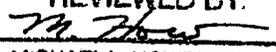
This description is based on continuing surveying work performed in this area by Kohli & Kaliher Associates, Inc., from 1973 through February 2005. Bearings are based on a grid system established for BP Chemicals by Kohli & Kaliher in 1973 using reference monuments at South 2700/West 4900 and at South 2700/West 5900. Reference shall be made to K&K Drawing No. L-1210 for a graphic representation of the subject survey. Iron pipes set as per above are 3/4-inch diameter by 30-inch long iron pipes with an orange plastic "K&K/LIMA" plug.

  
 Michael G. Buettner  
 Registered Surveyor No. 6881

(SEAL)

FEB 4 2005



REVIEWED BY:  
  
 MICHAEL L. HOWBERT, P.S.  
 ALLEN COUNTY ENGINEER'S  
 DATE: 2/7/05

## **EXHIBIT B**

### **ENCUMBRANCES ON PARCEL 2**

Common Pleas Case Number CV 2000 0618 – City of Lima Ohio (vs) BP Exploration and Oil Inc. – Complaint filed August 25, 2000 – Service completed – PENDING.

Affidavit of Interest of record in Official Record 776, page 363.

Capacity Lease Agreement between BP Chemical Inc. and Clark Refining and Marketing, Inc., of record in Official Record 79, page 106.

Memorandum of Manufacturing Support Agreement of record in Official Record 79, page 152.

Memorandum of Lease between BP Chemicals Inc., and Arcadian Ohio, L.P. of record in Official Record 74, page 176.

Memorandum of Rights of record in Official Record 74, page 186.

Agreement for Right of First Refusal to Purchase or Lease between BP Exploration & Oil Inc. and BP Chemicals Inc., of record in Official Record 1155, page 572.

Easement to The Ohio Power Company of record in Deed Book 248, Page 137.

Easement to The Ohio Power Company of record in Deed Book 285, Page 243.

Easement to The Standard Oil Company of record in Deed Book 343, Page 141.

Easement of record in Deed Book 340, Page 539.

Easement to Ohio Power Company of record in Deed Book 344, Page 129.

Easement of record in Deed Book 489, Page 304.

Easement for County Road Purposes of record in Deed Book 489, Page 304.

Easement of record in Deed Book 599, Page 605.

Easement to Ohio Water Development Authority of record in Deed Book 599, Page 605.

Right-of-Way & Easement of record in Deed Book 658, Page 751, Assigned in Deed Book 776, page 359.

Easement of record in Deed Book 658, Page 797.

Access Easement of record in Deed Book 658, Page 797.

Easement of record in Deed Book 672, Page 580.

Affidavit and Notice of Existence of Hazardous Waste Disposal Activities of record in Deed Book 672, Page 580.

Pipeline Right of Way Easement of record in Deed Book 726, Page 267.

Easement of record in Deed Book 776, Page 311.

General Bill of Sale of record in Deed Book 776, Page 311.

Easement of record in Deed Book 776, Page 325.

Reciprocal Easement Agreement of record in Deed Book 776, Page 325.

Easement of record in Deed Book 845, Page 539.

Easement and Agreement of record in Deed Book 845, Page 539.

OHIO E.P.A.

DEC 14 2005

ENTERED DIRECTOR'S JOURNAL

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by Innovene USA LLC ("Owner") and BP Amoco Chemical Company ("Holder"), both as successors to BP Chemicals, Inc., having offices at 4101 Winfield Road, Warrenville, Illinois 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, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit Renewal," Ohio ID No. OHD042157644 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid and hazardous waste management units and groups identified in the permit; and

Whereas, the Administrative Record of the closure and corrective action is maintained as the file titled "BP Chemicals" in the Ohio EPA Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402; 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 and hazardous waste management units and areas of concern addressed in the Ohio Permit; Now therefore, Owner 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 92.373 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. Innovene USA LLC ("Owner") having offices at 4101 Winfield Road, Warrenville, Illinois, is the owner of the Property.
4. Holder. Owner, whose address is listed above, and BP Amoco Chemical Company, having offices at 4101 Winfield Road, Warrenville, Illinois (Holder), are the holder of this Environmental Covenant.

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency

B. Denise Jackson date 12-14-05

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

1. Single and multi-family dwelling and rental units;
2. Day care centers and preschools;
3. Hotels and motels;
4. Educational (except as a part of industrial activities within the Property) and religious facilities;
5. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
6. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
7. Hospitals and other extended care medical facilities; and
8. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

B. Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.

C. 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 \_\_\_\_\_, 2 0 0 \_ , I N [DOCUMENT \_\_\_\_\_, or BOOK \_\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

The Property shall not be used for Residential Activities, but may be used 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; and
- viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.

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 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 Exhibit B, 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 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.

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, 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.

18. Notice. Any document or communication required by this Environmental Covenant to be submitted to Ohio EPA shall be submitted to:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Hazardous Waste Management  
P.O. Box 1049  
Columbus, Ohio 43216-1049

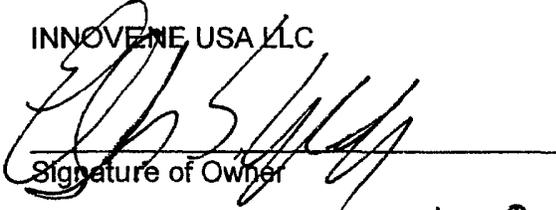
and

Ohio Environmental Protection Agency  
Northwest District Office  
Division of Hazardous Waste Management  
347 North Dunbridge Road  
Bowling Green, Ohio 43402  
Attn: DHWM Manager

The undersigned representative(s) of Owner and Holder represents and certifies that they are authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

INNOVENE USA LLC

  
\_\_\_\_\_  
Signature of Owner

ELIZABETH S. JORDANOFF - VICE PRESIDENT  
\_\_\_\_\_  
Printed Name and Title

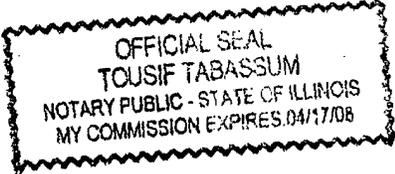
12.09.05  
\_\_\_\_\_  
Date

State of Illinois )  
County of Cook ) ss:

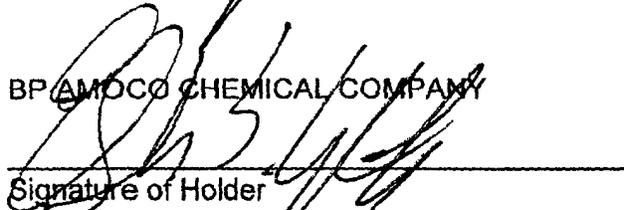
Before me, a notary public, in and for said county and state, personally appeared Elizabeth S. Yordanoff, a duly authorized representative of Innovene USA LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of INNOVENE USA LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of December, 2005

Notary Public 



BP AMOCO CHEMICAL COMPANY

Signature of Holder 

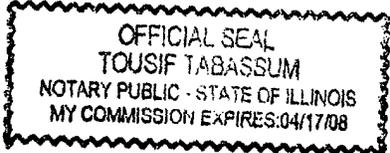
Elizabeth S. Yordanoff - Vice President 12.09.05  
Printed Name and Title Date

State of Illinois )  
County of Cook ) ss:

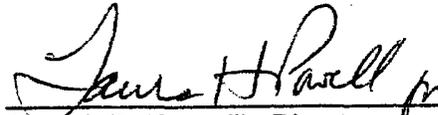
Before me, a notary public, in and for said county and state, personally appeared Elizabeth S. Yordanoff a duly authorized representative of BP Amoco Chemical Company who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of BP Amoco Chemical Company

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of December 2005

Notary Public 



OHIO ENVIRONMENTAL PROTECTION AGENCY

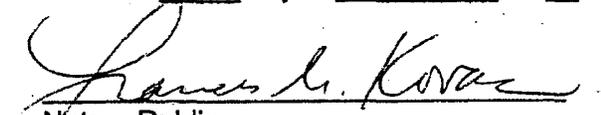
  
\_\_\_\_\_  
Joseph P. Koncelik, Director

12-14-05  
\_\_\_\_\_  
Date

State of Ohio        )  
                          )        ss:  
County of Franklin )

Before me, a notary public, in and for said county and state, personally appeared Laura Powell, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 14<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
Notary Public

**Frances M. Kovac**  
**Notary Public - State of Ohio**  
**My Commission Has No Expiration Date**

This instrument prepared by:

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

## PARCEL 4

### LEGAL DESCRIPTION

Part of five quarter-sections in Township-4-South, Range-6-East, Shawnee Township, Allen County, Ohio:  
southwest quarter of Section 1;  
southeast quarter of Section 2;  
northwest quarter of Section 11;  
northeast quarter of Section 11;  
northwest quarter of Section 12;  
...altogether described by metas and bounds as follows:

**BEGINNING** at a monument box at the northwest corner of the northeast quarter of said Section 11;

(1) thence northerly with the west line of said southeast quarter of Section 2 at N 00°13'00"W, 15.00 feet to a P.K. nail (set 1993) at the southwest corner of a 13.824-acre parcel described in a general bill of sale to Arcadian Ohio LP, recorded at Allen County Deed Volume 776, Page 311 (description begins at page 321) [also see K&K Drawing No. L-996];

(2) thence easterly with the south line of said 13.824-acre parcel at N 89°25'50"E, 461.85 feet to cotton gin spindle (set 1993) at the intersection of the west edge of pavement of the abandoned old Fort Amanda Road and the north edge of pavement of the boulevard entrance to BP Chemicals, Inc., which point is also the southeast corner of said 13.824-acre parcel;

(3) thence north-northeasterly with said west edge of pavement at N 25°59'49"E, 944.74 feet to a cotton gin spindle (set 1993), which point is also the northeast corner of said 13.824-acre parcel;

(4) thence westerly with the north line of said 13.824-acre parcel at N 89°40'04"W, 356.38 feet to a 3-inch diameter iron corner post (found 1993) [at 7.98 feet, this course passes a 6-inch diameter iron gate post (found 1993)];

(5) thence west-northwesterly continuing with said north line of 13.824-acre parcel at N 74°05'20"W, 219.54 feet to a 3-inch diameter iron corner post (found 1993);

(6) thence westerly continuing with said north line of 13.824-acre parcel at N 83°53'33"W, 313.79 feet to a point in the said west line of southwest quarter of Section 2 at the northwest corner of said parcel [at 134.19 feet, this course passes an iron pipe (set 1993) in the east right-of-way line of Fort Amanda Road; at 204.19 feet, this course passes the centerline of Fort Amanda Road];

(7) thence northerly with said west line of southeast quarter of Section 2 at N 00°13'00"W, 205.22 feet to the southwest corner of lands granted to Clark Refining & Marketing Inc. (Deed Volume 844, Page 488), which point falls in the Ottawa River;

(8) thence easterly with the south line of said Clark lands at S 83°55'40"E, 208.10 feet to an iron pipe (found 1998) in the east right-of-way line of Fort Amanda Road [at 8.27 feet, this course passes the centerline of the Ottawa River, which also is the west right-of-way line of Fort Amanda Road; at 59.33 feet, this course passes an iron pipe (found 1998) at the top of bank of said river; and at 132.08 feet, this course passes a P.K. nail (set 1993) in the centerline of Fort Amanda Road];

(9) thence southeasterly continuing with the south boundary of said Clark lands at S 56°40'27"E, 289.42 feet to a 3-inch diameter iron corner post (found 1998);

- (10) thence east-southeasterly continuing with the south boundary of said Clark lands at S 76°56'53"E, 138.17 feet to a 3-inch diameter iron corner post (found 1998);
- (11) thence easterly continuing with the south boundary of said Clark lands at S 88°28'19"E, 319.01 feet to a 3-inch diameter iron corner post (found 1998);
- (12) thence north-northeasterly continuing with the south boundary of said Clark lands at N 26°25'17"E, 235.63 feet to an iron pipe (found 1998);
- (13) thence easterly continuing with the south boundary of said Clark lands at S 83°40'57"E, 126.91 feet to an iron pipe (found 1998) to a point in the west boundary of a 4.517-acre parcel now in the name of BP Products North America, Inc. (Deed Volume 893, Page 248);
- (14) thence southerly with the west boundary of said 4.517-acre parcel at S 04°09'46"W, 134.45 feet to an iron pipe (found 1998) at the southwest corner of said parcel;
- (15) thence easterly with the south boundary of said 4.517-acre parcel at S 84°17'50"E, 209.52 feet to an iron pipe (found 1998);
- (16) thence northerly through a jog in the south boundary of said 4.517-acre parcel at N 00°00'00"E, 22.10 feet to a P.K. nail (found 1998);
- (17) thence easterly with the south boundary of said 4.517-acre parcel at N 90°00'00"E, 248.00 feet to a 3-inch diameter iron corner post (found 1998);
- (18) thence southerly with the south boundary of said 4.517-acre parcel at S 00°00'00"W, 83.00 feet to an iron pipe (found 1998);
- (19) thence easterly with the south boundary of said 4.517-acre parcel at N 90°00'00"E, 63.67 feet to a 3-inch diameter iron corner post (found 1998);
- (20) thence southeasterly with the south boundary of said 4.517-acre parcel at S 53°51'07"E, 47.47 feet to a P.K. nail (found 1998) in the west line of a 3.831-acre parcel also now in the name of BP Products North America, Inc. (Deed Volume 893, Page 255);
- (21) thence southerly with the west boundary of said 3.831-acre parcel at S 00°00'00"W, 295.74 feet to an iron pipe (set 1998; found 1998) at the southwest corner of said parcel;
- (22) thence easterly with the south boundary of said 3.831-acre parcel at N 89°40'38"E, 445.00 feet to an iron pipe (set 1998; found 1998) at the southeast corner of said parcel;
- (23) thence easterly with the south boundary of said 4.517-acre parcel at N 89°40'38"E, 64.66 feet to an iron pipe (set 1998) at the southeast corner of said parcel;
- (24) thence easterly and resuming with the south boundary of said Clark lands at N 89°40'38"E, 548.49 feet to an iron pipe (found 1998) [at 444.82 feet, this course passes from Section 2 into Section 1];
- (25) thence southerly, now with the west boundary of said Clark lands at S 00°02'35"E, 344.55 feet to an iron pipe (found 1998);

(26) thence southerly continuing with the west boundary of said Clark lands at S 07°39'16"E, 104.58 feet to an iron pipe (found 1998);

(27) thence southerly continuing with the west boundary of said Clark lands at S 01°41'32"E, 104.29 feet to an iron pipe (found 1998), which point is in the south line of the southwest quarter of said Section 1, or in the north line of the northwest quarter of said Section 12, at 117.88 feet easterly from an iron pipe (found 1993) at the corner common to said Sections 1, 2, 11 and 12;

(28) thence southerly into said Section 12 and continuing with the west boundary of said Clark lands at S 00°03'38"E, 1562.76 feet to an iron pipe (found 1998);

(29) thence westerly continuing with the boundary of said Clark lands at S 89°59'04"W, 223.18 feet to an iron pipe (found 1998) in the east line of lands now in the name of Buckeye Terminals, LLC (Deed Volume 933, Page 58) [at 166.93 feet, this course passes from Section 12 into Section 11];

(30) thence northerly with the east line of said Buckeye Terminals lands at N 00°23'10"W, 82.69 feet to an iron pipe (found 1998) at the northeast corner of said lands;

(31) thence westerly with the north line of said Buckeye Terminals lands at S 89°08'43"W, 164.83 feet to an iron pipe (set 1993) at a boundary corner of a 74.587-acre parcel described in said general bill of sale to Arcadian Ohio LP, recorded at Allen County Deed Volume 776, Page 311 (description begins at page 318) [see K&K Drawing No. L-996];

(32) thence northerly with the boundary of said 74.587-acre parcel, crossing two sets of railroad tracks, at N 00°10'37"E, 71.50 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(33) thence westerly with the boundary of said 74.587-acre parcel, between railroad spur tracks No. 1 and 2 as shown on BP Chemicals, Inc., Plant Site Layout Drawing No. M-L-0023, at N 89°56'25"W, 401.10 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(34) thence west-northwesterly with the boundary of said 74.587-acre parcel, between said railroad spur tracks No. 1 and 2, at N 81°06'53"W, 218.73 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(35) thence westerly with the boundary of said 74.587-acre parcel, between said railroad spur tracks No. 1 and 2, at N 89°10'50"W, 331.70 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(36) thence northerly with the boundary of said 74.587-acre parcel at N 00°06'03"W, 350.07 feet to a cotton gin spindle (set 1993) at a boundary corner of said parcel, which point is in the east edge of a blacktop roadway;

(37) thence easterly with the boundary of said 74.587-acre parcel at N 89°25'00"E, 176.71 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(38) thence northerly with the boundary of said 74.587-acre parcel at N 00°25'35"W, 11.56 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(39) thence easterly with the boundary of said 74.587-acre parcel at N 89°54'28"E, 161.86 feet to a railroad spike (set 1993) at a boundary corner of said parcel, which point is in the west edge of a blacktop roadway;

(40) thence northerly with the boundary of said 74.587-acre parcel at N 00°02'39"W, 206.36 feet to an iron pipe (set 1993) at a boundary corner of said parcel, which point is in said west edge of blacktop roadway;

(41) thence easterly with the boundary of said 74.587-acre parcel at N 90°00'00"E, 31.64 feet to an iron pipe (set 1993) at a boundary corner of said parcel [at 11.73 feet, this course passes a P.K. nail (set 1993); at 16.64 feet, this course passes a cotton gin spindle (set 1993) in the east edge of blacktop pavement];

(42) thence northerly with the boundary of said 74.587-acre parcel at N 00°01'40"W, 13.50 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(43) thence easterly with the boundary of said 74.587-acre parcel at S 89°56'38"E, 61.96 feet to a railroad spike (set 1993) at a boundary corner of said parcel;

(44) thence northerly with the boundary of said 74.587-acre parcel at N 00°00'00"E, 37.90 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(45) thence easterly with the boundary of said 74.587-acre parcel at N 90°00'00"E, 104.55 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(46) thence northerly with the boundary of said 74.587-acre parcel at N 00°00'00"E, 96.53 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(47) thence westerly with the boundary of said 74.587-acre parcel at S 90°00'00"W, 198.26 feet to a cotton gin spindle (set 1993) at a boundary corner of said parcel, which point is in the west edge of a blacktop roadway; [at 181.50 feet, this course passes a cotton gin spindle (set 1993) in the east edge of a blacktop roadway; at 186.41 feet, this course passes a P.K. nail (set 1993)];

(48) thence northerly with the boundary of said 74.587-acre parcel at N 00°02'39"W, 6.01 feet to a railroad spike (set 1993) at a boundary corner of said parcel, which point is also in the west edge of a blacktop roadway;

(49) thence westerly with the boundary of said 74.587-acre parcel at N 89°57'30"W, 35.12 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(50) thence southerly with the boundary of said 74.587-acre parcel at S 01°41'01"W, 94.38 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(51) thence westerly with the boundary of said 74.587-acre parcel at N 89°55'42"W, 277.52 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(52) thence northerly with the boundary of said 74.587-acre parcel at N 00°09'25"W, 61.49 feet to an iron pipe (set 1993) at a boundary corner of said parcel;

(53) thence westerly with the boundary of said 74.587-acre parcel at S 89°34'13"W, 23.21 feet to a railroad spike (set 1993) at a boundary corner of said parcel;

(54) thence northerly with the boundary of said 74.587-acre parcel at N 00°06'03"W, 216.56 feet to a railroad spike (set 1993) at a boundary corner of said parcel;

(55) thence westerly with the boundary of said 74.587-acre parcel at S 89°53'58"W, 35.00 feet to a railroad spike (set 1993) at a boundary corner of said parcel;

(56) thence northerly with the boundary of said 74.587-acre parcel at N 00°05'36"W, 23.00 feet to a railroad spike (set 1993) at a boundary corner of said parcel;

(57) thence westerly with the boundary of said 74.587-acre parcel at N 89°21'38"W, 116.84 feet to a railroad spike (set 1993) at a boundary corner of said parcel;

(58) thence west-northwesterly with the boundary of said 74.587-acre parcel at N 71°30'18"W, 181.43 feet to a cotton gin spindle (set 1993) at a boundary corner of said parcel;

(59) thence westerly with the boundary of said 74.587-acre parcel at N 89°43'03"W, 349.21 feet to a cotton gin spindle (set 1993) at a boundary corner of said parcel;

(60) thence northerly with the boundary of said 74.587-acre parcel at N 00°15'09"W, 149.19 feet to an iron pipe (set 1993) at a boundary corner of said parcel [at 23.94 feet, this course passes a 3-inch diameter iron corner post (found 1993)];

(61) thence westerly with the boundary of said 74.587-acre parcel at S 89°51'32"W, 366.98 feet to an iron pipe (set 1993) at a boundary corner of said parcel, which point is in the east edge of pavement of the abandoned old Fort Amanda Road;

(62) thence south-southwesterly with the boundary of said 74.587-acre parcel at S 27°37'55"W, 346.82 feet to a cotton gin spindle (set 1993) at a boundary corner of said parcel, which point is also in the east edge of pavement of the abandoned old Fort Amanda Road;

(63) thence westerly with the boundary of said 74.587-acre parcel at N 88°54'07"W, 220.89 feet to a point in the west line of the northeast quarter of said Section 11 that is 481.27 feet southerly from the monument box at the northwest corner of said northeast quarter (same monument box as point of beginning) [at 197.97 feet, this course passes an iron pipe (set 1993) in the east right-of-way line of Fort Amanda Road];

(64) thence continuing westerly with an extension of the previous course and with the boundary of said 74.587-acre parcel at N 88°54'07"W, 160.84 feet to a point in the centerline of the Ottawa River, which point is also the northwest corner of said 74.587-acre parcel [at 37.71 feet, this course passes the centerline of Fort Amanda Road];

(65) thence northerly with the centerline of the Ottawa River, which line is also the east boundary of other lands granted to Clark Refining & Marketing (Deed Volume 844, Page 488) at N 04°42'27"E, 190.07 feet to an angle point in said east line;

(66) thence northerly continuing with the centerline of the Ottawa River, and with said east boundary of Clark lands, at N 03°56'44"E, 287.39 feet to a boat spike (found 1993) at the northeast corner of said Clark lands, being also in the legal centerline of Adgate Road and the north line of the northwest quarter of said Section 11;

(67) thence easterly with said legal centerline of Adgate Road and said north line of northwest quarter at N 89°02'44"E, 123.00 feet to the POINT OF BEGINNING.

This parcel contains a gross area of 92.373 acres, of which the right-of-way of Fort Amanda Road occupies 2.962 acres [see roadway easements at Deed Volume 489, Page 298, and Deed Volume 489, Page 304], leaving a net area of 89.411 acres.

Of this 92.373 acres,

1.346 acres are in Parcel 46-0100-03-002.001,

37.424 acres are in Parcel 46-0204-01-003.001,

30.221 acres are in Parcel 46-1100-01-001.000,

11.203 acres are in Parcel 46-1100-01-002.000 (in two parts: 7.632 acres plus 3.571 acres),

0.014 acres are in Parcel 46-1100-01-003.000,

6.544 acres are in Parcel 46-1100-01-005.000,

1.550 acres are in Parcel 46-1100-02-005.000, and

4.072 acres are in Parcel 46-1200-02-008.000 according to tax maps of Allen County Auditor.

All areas being subject to any other legal easements or restrictions of record.

Owner claims title by the following instruments of record in the Allen County Recorder's Office:

Parcel 46-0100-03-002.001— Deed Volume 753, Page 743 (BP Chemicals, Inc.)

Parcel 46-0204-01-003.001— Deed Volume 753, Page 743 (BP Chemicals, Inc.)

Parcel 46-1100-01-001.000— Deed Volume 449, Page 714 (Sohio Chemical Co.)

Parcel 46-1100-01-002.000— Deed Volume 581, Page 120 (Vistron Corporation)

Parcel 46-1100-01-003.000— Deed Volume 503, Page 440 (Vistron Corporation)

Parcel 46-1100-01-005.000— Deed Volume 460, Page 105 (Sohio Chemical Co.)

Parcel 46-1100-02-005.000— Deed Volume 460, Page 105 [see page 106] (Sohio Chemical Co.)

Parcel 46-1200-02-008.000— Deed Volume 449, Page 714 (Sohio Chemical Co.)

## **EXHIBIT B**

### **ENCUMBRANCES ON PARCEL 4**

Common Pleas Case Number CV 2000 0618 – City of Lima Ohio (vs) BP Exploration and Oil Inc. – Complaint filed August 25, 2000 – Service completed – PENDING.

Memorandum of Lease between BP Chemicals Inc., and Arcadian Ohio, L.P. of record in Official Record 74, page 176.

Memorandum of Rights of record in Official Record 74, page 186.

Easement & Agreement of record in Deed Book 845, Page 539.

Reciprocal Easement Agreement of record in Deed Book 776, Page 325.

General Bill of Sale of record in Deed Book 776, Page 311.

Capacity Lease Agreement between BP Chemical Inc. and Clark Refining and Marketing, Inc., of record in Official Record 79, page 106 (as to Parcel 4).

Memorandum of Manufacturing Support Agreement of record in Official Record 79, page 152. (as to Parcel 4)

Agreement for Right of First Refusal to Purchase or Lease between BP Exploration & Oil Inc. and BP Chemicals Inc., of record in Official Record 1155, page 572.

Affidavit of Interest of record in Official Record 776, page 363.

Pipeline Right of Way Easement of record in Deed Book 726, Page 267.

Affidavit and Notice of Existence of Hazardous Waste Disposal Activities of record in Deed Book 672, Page 580.

Access Easement of record in Deed Book 658, Page 797.

Right-of-Way & Easement of record in Deed Book 658, Page 751. Assigned in Deed Book 776, page 359.

Easement to Ohio Water Development Authority of record in Deed Book 599, Page 605.

Easement for County Road Purposes of record in Deed Book 489, Page 304.

Easement to Ohio Power Company of record in Deed Book 344, Page 129.

Supplemental Agreement to Standard Oil Company of record in Deed Book 340, Page 539.

Easement to The Standard Oil Company of record in Deed Book 343, Page 141. Assigned in Deed Book 351, Page 39.

Easement to The Ohio Power Company of record in Deed Book 285, Page 243.

Easement to The Ohio Power Company of record in Deed Book 248, Page 137.

Right-of-Way to The Lima Telephone and Telegraph Co. of record in Deed Book 377, Page 574.

**ENVIRONMENTAL COVENANT**

OHIO E.P.A.

DEC 14 2005

ENTERED DIRECTOR'S JOURNAL

This Environmental Covenant is entered into by Innovene USA LLC ("Owner") and BP Amoco Chemical Company ("Holder"), both as successors to BP Chemicals, Inc., having offices at 4101 Winfield Road, Warrenville, Illinois 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, Owner has been issued a "Hazardous Waste Facility Installation and Operation Permit Renewal," Ohio ID No. OHD042157644 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid and hazardous waste management units and groups identified in the permit; and

Whereas, the Administrative Record of the closure and corrective action is maintained as the file titled "BP Chemicals" in the Ohio EPA Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402; 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 and hazardous waste management units and areas of concern addressed in the Ohio Permit; Now therefore, Owner 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 14.923 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. Innovene USA LLC ("Owner") having offices at 4101 Winfield Road, Warrenville, Illinois, is the owner of the Property.
4. Holders. Owner, whose address is listed above, and BP Amoco Chemical Company, having offices at 4101 Winfield Road, Warrenville, Illinois (Holder), are the holders of this Environmental Covenant.

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency

By: [Signature] Date 12-14-05

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. The Property shall not be used for Residential Activities, but may be used for Industrial Activities. The term "Residential Activities" shall include, but not be limited to, the following:
1. Single and multi-family dwelling and rental units;
  2. Day care centers and preschools;
  3. Hotels and motels;
  4. Educational (except as a part of industrial activities within the Property) and religious facilities;
  5. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
  6. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
  7. Hospitals and other extended care medical facilities; and
  8. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

- B. Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.
- C. 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:

The Property shall not be used for Residential Activities, but may be used 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; and
- viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing, formulating, repackaging or refining operations, processing operations, and office and warehouse use, including but not limited to production, storage, and sales of durable goods and other non-food products, and parking/driveway use.

Subject to and except to the extent occurring for an approved beneficial industrial purpose as of the date of this instrument, groundwater located in the subsurface beneath the Subject Property shall not be extracted or used for any beneficial purpose other than monitoring the environmental condition of such groundwater and/or surrounding property. Beneficial industrial use of groundwater does not include any use which causes contaminated water to migrate into the uppermost aquifer.

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 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 Exhibit B, 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 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.

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, 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.

18. Notice. Any document or communication required by this Environmental Covenant to be submitted to Ohio EPA shall be submitted to:

Ohio Environmental Protection Agency  
Lazarus Government Center  
Division of Hazardous Waste Management  
P.O. Box 1049  
Columbus, Ohio 43216-1049

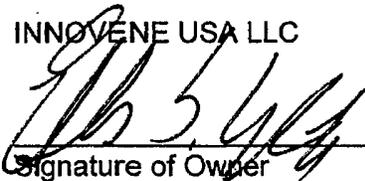
and

Ohio Environmental Protection Agency  
Northwest District Office  
Division of Hazardous Waste Management  
347 North Dunbridge Road  
Bowling Green, Ohio 43402  
Attn: DHWM Manager

The undersigned representative(s) of Owner and Holder represents and certifies that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

INNOVENE USA LLC

  
\_\_\_\_\_  
Signature of Owner

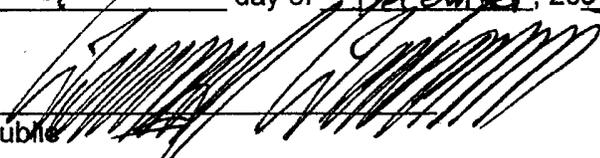
ELIZABETH S. YORDANOFF - Vice President  
Printed Name and Title

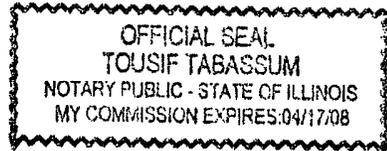
12.09.05  
\_\_\_\_\_  
Date

State of Illinois )  
County of Cook ) ss:

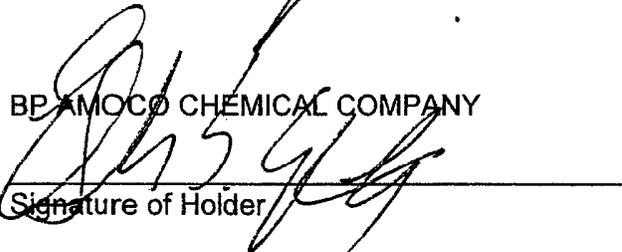
Before me, a notary public, in and for said county and state, personally appeared Elizabeth S. Yordanoff, a duly authorized representative of Innovene USA LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Innovene USA LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of December, 2005

Notary Public 



BP AMOCO CHEMICAL COMPANY

Signature of Holder 

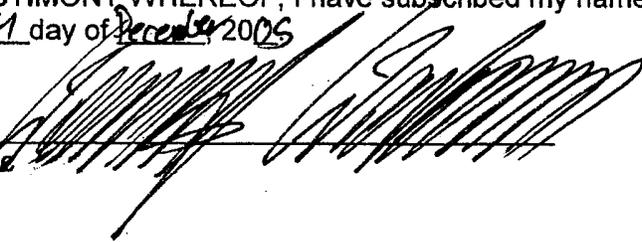
Elizabeth S. Yordanoff - Vice President  
Printed Name and Title

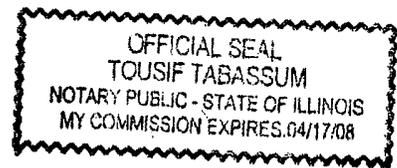
12.09.05  
Date

State of ILLINOIS )  
County of Cook ) ss:

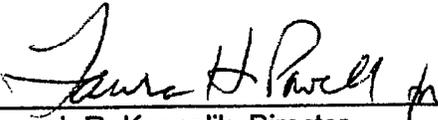
Before me, a notary public, in and for said county and state, personally appeared Elizabeth S. Yordanoff, a duly authorized representative of BP Amoco Chemical, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of BP Amoco Chemical Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 9th day of December, 2005

Notary Public 



OHIO ENVIRONMENTAL PROTECTION AGENCY

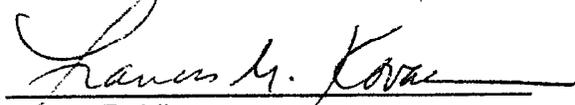
  
\_\_\_\_\_  
Joseph P. Koncelik, Director

12-14-05  
\_\_\_\_\_  
Date

State of Ohio        )  
                              )  
County of Franklin )        ss:

Before me, a notary public, in and for said county and state, personally appeared Laura Powell, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 14<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
Notary Public

**Frances M. Kovac**  
*Notary Public - State of Ohio*  
*My Commission Has No Expiration Date*

This instrument prepared by:

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

## PARCEL 5

### LEGAL DESCRIPTION

Part of both the northwest and northeast quarters of Section 11, Township-4-South, Range-6-East, Shawnee Township, Allen County, Ohio, described by metes and bounds as follows:

Commencing at a monument box at the northwest corner of the northeast quarter of said Section 11;

thence southerly with the west line of said northeast quarter at S 00°16'41"E, 2299.12 feet to a point in a fence line that is 349.30 feet northerly from a P.K. nail (found 1993) in the centerline of Buckeye Road, which point is also the POINT OF BEGINNING;

(1) thence easterly with the south line of a 74.587-acre parcel described in a general bill of sale to Arcadian Ohio LP, recorded at Allen County Deed Volume 776, Page 311 (316) [see K&K Drawing No. L-896], at N 88°41'34"E, 860.06 feet to a 2-inch by 3-inch iron fence post (found 1993);

(2) thence southerly continuing with the boundary of said 74.587-acre parcel at S 00°24'25"E, 349.41 feet to a cotton gin spindle (set 1993) in the apparent centerline of Buckeye Road [at 30.00 feet northerly from this point, this course passes an iron pipe (set 1993) at or near the north right-of-way line of Buckeye Road];

(3) thence westerly with said centerline of Buckeye Road at S 88°42'04"W, 1540.73 feet to an iron pipe (set 1981; found 1993) [see K&K Drawing No. L-666];

(4) thence continuing westerly with said centerline and its extension toward the southwest corner of said northwest quarter at S 89°09'51"W, 466.47 feet to the centerline of the Ottawa River [at 310.20 feet, this course passes an iron pipe (set 1981; found 1993) in the top of bank of said river];

(5) thence northeasterly with the centerline of the Ottawa River at N 57°52'39"E, 236.85 feet;

(6) thence continuing northeasterly with said centerline of Ottawa River at N 45°56'33"E, 115.56 feet;

(7) thence continuing northeasterly with said centerline of Ottawa River at N 45°40'27"E, 81.28 feet;

(8) thence continuing northeasterly with said centerline of Ottawa River at N 35°57'15"E, 174.90 feet to the southwest corner of said 74.587-acre parcel of Arcadian Ohio LP;

(9) thence easterly with the south line of said 74.587-acre parcel at N 88°37'36"E, 650.74 feet to a 6-inch diameter iron gate post (found 1993) [at 143.29 feet, this course passes the centerline of Fort Amanda Road; at 233.14 feet, this course passes an iron pipe (set 1993) in the east right-of-way line of Fort Amanda Road];

(10) thence south-southwesterly continuing with the boundary of said 74.587-acre parcel at S 17°32'28"W, 52.69 feet to a 9-inch diameter iron gate post (found 1993);

(11) thence easterly with said boundary of 74.587-acre parcel at N 88°41'34"E, 65.31 feet to the POINT OF BEGINNING.

**This parcel contains a gross area of 14.923 acres, of which the present roadways occupy 4.588 acres (0.867 acres by Buckeye Road, and 3.721 acres by Fort Amanda Road [see roadway easement at Deed Volume 489, Page 300]; leaving a net area of 10.335 acres; subject to any other easements of record at the time of the recording of this instrument.**

**Of this 14.923 acres:**

**4.484 acres are in Allen County Tax Map Parcel 46-1100-01-005.000,  
2.405 acres are in Allen County Tax Map Parcel 46-1100-01-006.000, and  
8.024 acres are in Allen County Tax Map Parcel 46-1100-02-004.000**

**Owner claims title by the following instruments of record in the Allen County Recorder's Office:**

**Parcel 46-1100-01-005.000- Deed Volume 460, Page 105 (Sohio Chemical Co.)  
Parcel 46-1100-01-006.000- Deed Volume 766, Page 196 (BP Chemicals, Inc.)  
Parcel 46-1100-02-004.000- Deed Volume 776, Page 231 (BP Chemicals, Inc.)**

**EXHIBIT B**

**ENCUMBRANCES ON PARCEL 5**

Common Pleas Case Number CV 2000 0618 – City of Lima Ohio (vs) BP Exploration and Oil Inc. – Complaint filed August 25, 2000 – Service completed – PENDING.

Memorandum of Lease between BP Chemicals Inc., and Arcadian Ohio, L.P. of record in Official Record 74, page 176.

Memorandum of Rights of record in Official Record 74, page 186.

Easement & Agreement of record in Deed Book 845, Page 539.

Reciprocal Easement Agreement of record in Deed Book 776, Page 325.

General Bill of Sale of record in Deed Book 776, Page 311.

Notice of Commencement filed for record July 7, 1993 at 2:32 p.m., in Official Record Volume 21, page 37, Recorder's Office, Allen County, Ohio.

Notice of Commencement filed for record July 7, 1993 at 2:35 p.m. in Official Record 21, page 48, Recorder's Office, Allen County, Ohio.

Notice of Commencement filed for record September 24, 1993 at 12:14 p.m. in Official Record 21, page 153, Recorder's Office, Allen County, Ohio.

Notice of Commencement filed for record March 9, 1995 at 8:55 a.m. in Official Record 22, page 71, Recorder's Office, Allen County, Ohio.

Notice of Commencement filed for record April 14, 1995 at 8:34 a.m., in Official Record 22, page 110, Recorder's Office, Allen County, Ohio.

Easement to Ohio Power Company of record in Deed Book 319, Page 103.

Right-of-Way to Ohio Power Company of record in Deed Book 498, Page 16.

Right-of-Way to Buckeye Pipeline Company, L.P. of record in Deed Book 725, Page 740.