



State of Ohio Environmental Protection Agency

STREET ADDRESS:

MAILING ADDRESS:

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

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

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

September 30, 2005

Re: *Environmental Covenants*
The Standard Oil Company
BP Products North America, Inc.
BP Amoco Chemical Company, &
Premcor Refining Group, Inc.
Lima, Allen County, Ohio
Parcels A, B, C, D, E, & F

CERTIFIED MAIL

Mr. D. B. Pinkert
BP Products North America, Inc.
4101 Winfield Road
Warrenville, Illinois 60555-4050

Dear Mr. Pinkert:

Here are the Environmental Covenants issued to the Standard Oil Company, BP Products North America, Inc., BP Amoco Chemical Company and Premcor Refining Group, Inc. on September 30, 2005. They are issued 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.

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 Products North America, Inc., pursuant to Paragraph 15 of each Covenant, to complete the filing.

Details about the Environmental Covenant may be viewed on Ohio EPA's website at <http://web.epa.state.oh.us/dhwm/userrestrictions.html>

As a party to this proceeding, you may appeal these Covenants to the Environmental Review Appeals Commission (ERAC) no later than 30 days after the public notice (See Ohio Revised Code § 3745.04). You may file your appeal with ERAC at the following address: Environmental Review Appeals Commission, 309 South Fourth Street, Room 222, Columbus, Ohio 43215.

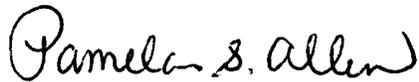
Bob Taft, Governor
Bruce Johnson, Lieutenant Governor
Joseph P. Koncalk, Director

Mr. D. B. Pinkert
BP Products North America, Inc.
September 30, 2005
Page 2

If you file an appeal, you must put it in writing. Your appeal must explain why you are appealing the action and the grounds you are using for your appeal. You must send a copy of the appeal to the director of the Ohio Environmental Protection Agency no later than three (3) days after you file it with ERAC.

If you have any questions concerning compliance, 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

Attachments

cc: Fran Kovac, Legal
Edwin Lim, Mgr., ERAS, DHWM
Jeremy Carroll, ERAS, DHWM
Harriet Croke, US EPA, Region V
John Pasquarette, DHWM, NWDO
Carol Hester, Public Interest Center, Ohio EPA
Douglas Haynam, Esq., Shumaker, Loop & Kendrick
file

200518945

ENVIRONMENTAL COVENANT

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

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

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

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

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

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

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns an approximately 6.232 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. The Standard Oil Company, having offices at 4101 Winfield Road, Warrenville, Illinois, ("Owner") is the owner of the Property.
4. Holders. Owner, whose address is listed above, and BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder") are the holders of this Environmental Covenant.

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

- A. There shall be no Residential Uses, Commercial Uses, Industrial Uses or Agricultural Uses of any kind on the Property. Only the following intermittent Recreational Uses shall be permitted on the Property: use as open space for nature walks, field trips, bicycling, bird watching, or habitat conservation and restoration, and any such additional related uses appropriate to the enjoyment of the type of intermittent recreational uses described herein which do not impact the effectiveness of any containment or corrective measures protecting human health and ecological receptors. Recreational Uses shall not include the off-road use of any motorized vehicles, except as necessary for site operation and maintenance purposes, and/or handicapped access.
- B. The consumption, extraction or other use of water underlying the Property shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.
- C. Excavation of all or any portion of the Property shall be prohibited, except: (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.
- D. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion

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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:

There shall be no Residential Uses, Commercial Uses, Industrial Uses or Agricultural Uses of any kind on the Property. Only the following intermittent Recreational Uses shall be permitted on the Property: use as open space for

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nature walks, field trips, bicycling, bird watching, or habitat conservation and restoration, and any such additional related uses appropriate to the enjoyment of the type of intermittent recreational uses described herein which do not impact the effectiveness of any containment or corrective measures protecting human health and ecological receptors. Recreational Uses shall not include the off-road use of any motorized vehicles, except as necessary for site operation and maintenance purposes, and/or handicapped access.

The consumption, extraction or other use of water underlying the Property shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.

Excavation of all or any portion of the Property shall be prohibited, except: (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.

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 the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder 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 representatives of Owner and Holder represent and certify that they are authorized to execute this Environmental Covenant.

IT IS SO AGREED:

THE STANDARD OIL COMPANY



Signature of Owner

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

July 25, 2005
Date

State of Illinois)
County of Polk)

ss:

Before me, a notary public, in and for said county and state, personally appeared D. B. Punbert, a duly authorized representative of The Standard Oil Company who acknowledged to me that he did execute the foregoing instrument on behalf of The Standard Oil Company

IN TESTIMONY WHEREOF I have subscribed my name and affixed my official seal this 25 day of July, 2005.

[Signature]
Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY

[Signature]
Joseph P. Koncelik, Director

9/21/05
Date

State of Ohio)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, 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 26th day of September, 2005.



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

BP PRODUCTS NORTH AMERICA INC.

[Signature]
Signature of Holder

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

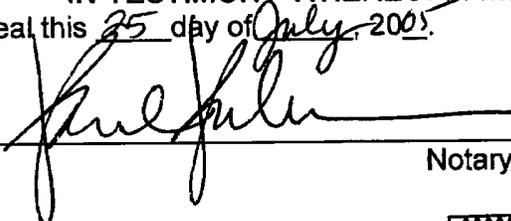
July 25, 2005
Date

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State of Illinois)
County of DuPage) SS:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25 day of July, 2005.



Notary Public



This instrument prepared by:

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

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EXHIBIT "A"

LEGAL DESCRIPTION

"RETAINED AREA SOUTH OF BUCKEYE ROAD No. 1"

Owner of Record - Standard Oil Company

(Allen County Deed Vol. 491, Page 54)

(Tax Parcel Number 46-1100-03-004)

Being a parcel of land situate in the Southwest quarter of Section 11, T-4-S, R-6-E, Shawnee Township, Allen County, Ohio and part of lands now owned by The Standard Oil Company (Allen County Deed Vol. 491, Page 54) (Tax Parcel Number 46-1100-03-004) and being more particularly described as follows:

BEGINNING at a stone (found) at the Southwest corner of said Southwest quarter;

Thence N 0°15'33"W, 789.45 feet, with the West line of said Southwest quarter, to a broken off six (6) inch diameter iron post (found) on the South line of H.C.F., Inc. (Deed Vol. 691, Page 517);

Thence N 89°37'48"E, 196.43 feet, with said South line of H.C.F., Inc., to an iron pipe (set);

Thence S 0°20'52"E, 304.80 feet to an iron pipe (set);

Thence S 37°04'31"E, 197.94 feet to an iron pipe (set);

Thence S 58°30'22"E, 327.60 feet to an iron pipe (set);

Thence S 12°41'09"E, 152.51 feet to an iron pipe (set) on the South line of said Southwest quarter;

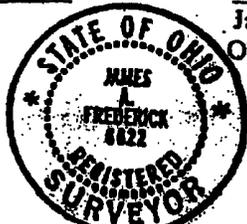
Thence S 89°14'46"W, 626.93 feet, with said South line of the Southwest quarter, to the PLACE OF BEGINNING, containing 6.232 acres more or less and subject to all legal highways, easements, and restrictions of record.

The legal description above is based on surveying work performed by Kohli & Kaliher Associates, Inc. and completed on April 24, 2002. The basis of bearing is the coordinate grid established by K&K for BP Oil Refinery (now Premcor Refining Group). Iron pipes called for herein are 1/4-inch diameter by 30-inch long with an orange plastic "K&K/LIMA" plug. Reference shall also be made to K&K Drawing Number L-1062-3 for a graphic representation of this survey.

MAY 15 2002

Date

James A. Frederick
James A. Frederick
Ohio Registered Surveyor No. 6622



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**Exhibit B to Environmental Covenant: BP Amoco Chemical Company,
BP Products North America, Inc., and the Ohio Environmental Protection Agency
[Parcel A]**

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

1. A certain right-of-way and easement to The Buckeye Pipe Line Company, of record at Volume 118, Page 148, and Volume 693, Page 283.
2. A certain lease to The Lake Erie & Western Railroad Company, of record at Volume 38, Page 394.
3. A certain blanket easement to West Ohio Gas Company, of record at Volume 319, Page 163.
4. Certain blanket easements to The Ohio Power Company, of record at Volume 332, Page 57; Volume 332, Page 57; and Volume 362, Page 131.
5. A certain right-of-way, without course stated, to Lima Telephone & Telegraph Co., of record at Volume 375, Page 604.
6. A certain easement to Johnny Appleseed Metropolitan Park District, of record at Volume 782, Page 538.

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34A
200518945

FILED AND RECORDED
OCT 25 20 05
AT 11:53 O'CLOCK A M
VOL 948 PAGE 825
MONA S. LOSH
RECORDER, ALLEN CO., OHIO
FEE 92.00 PAID
Ethel Schumaker

TRANSFER NOT NECESSARY

OCT 25 2005

Ben E. Diepenbrock, Allen County Auditor
NO FEE

200518946

ENVIRONMENTAL COVENANT

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

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

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

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

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

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

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns an approximately 51.708 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. The Standard Oil Company, having offices at 4101 Winfield Road, Warrenville, Illinois, ("Owner") is the owner of the Property.
4. Holders. Owner, whose address is listed above, and BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder") are the holders of this Environmental Covenant.

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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. There shall be no Residential Uses, Commercial Uses, Industrial Uses or Agricultural Uses of any kind on the Property. Only the following intermittent Recreational Uses shall be permitted on the Property: use as open space for nature walks, field trips, bicycling, bird watching, or habitat conservation and restoration, and any such additional related uses appropriate to the enjoyment of the type of intermittent recreational uses described herein. Recreational Uses shall not include the off-road use of any motorized vehicles, except as necessary for site operation and maintenance purposes, and/or handicapped access.
- B. The consumption, extraction or other use of water underlying the Property shall be prohibited. In addition, the construction and/or use of water wells on the Property is prohibited, except for such groundwater well testing, monitoring, sampling and/or other corrective actions required or approved by any governmental entities with jurisdiction over such matters, including without limitation, U.S. EPA or the Director of the Ohio EPA.
- C. Excavation of all or any portion of the Property shall be prohibited, except: (i) as may be required in furtherance of corrective action activities ordered by any governmental entity with jurisdiction over such matters, or (ii) as may be approved in writing by the Ohio EPA.
- D. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the covenant within sixty (60) days of becoming aware of the event, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

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

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

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

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

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ALLEN COUNTY RECORDER ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

There shall be no Residential Uses, Commercial Uses, Industrial Uses or Agricultural Uses of any kind on the Property. Only the following intermittent Recreational Uses shall be permitted on the Property: use as open space for nature walks, field trips, bicycling, bird watching, or habitat conservation and restoration, and any such additional related uses appropriate to the enjoyment of

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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 and Holder 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 the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder 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

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

IT IS SO AGREED:

THE STANDARD OIL COMPANY

[Signature]
Signature of Owner

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

July 25, 2005
Date

State of *Illinois*)

County of *De Page*)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 29th day of July, 2005

[Signature]
Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY

[Signature]
Joseph P. Koncelik, Director

9/21/05
Date

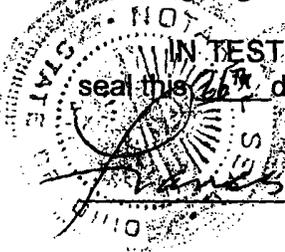
State of Ohio

ss:

County of Franklin

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, 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 26th day of September, 2005.



[Signature]
Notary Public

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

BP PRODUCTS NORTH AMERICA INC.

[Signature]
Signature of Holder

D.B. Purbert
Printed Name and Title

July 25, 2005
Date

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State of Illinois)
County of DePue) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25 day of July, 2005

Karol Kadechka
Notary Public



This instrument prepared by:
Frances M. Kovac, Esq.
Ohio Environmental Protection Agency
122 South Front Street
Columbus, OH 43215

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EXCEPTION VII (RESERVE PARCEL)

BOUNDARY DESCRIPTION
"RETAINED AREA NORTH AND WEST OF FORT AMANDA ROAD"

Parts of the northwest and southwest quarters of Section 1; and parts of the northeast, southwest, and southeast quarters of Section 2, all in Township-4-South, Range-6-East, Shawnee Township, Allen County, Ohio, and described by metes and bounds as follows:

Commencing at a county monument box at the southwest corner of the southeast quarter of said Section 2; thence northerly with the west line of said southeast quarter at N 00°12'57"W, 1169.60 feet to a point in the Ottawa River, which is also the POINT OF BEGINNING;

- (1) thence continuing northerly with said west line of southeast quarter at N 00°12'57"W, 150.40 feet to a concrete monument of record at the northwest corner of the southwest quarter of said southeast quarter;
- (2) thence westerly with the north line of the south half of the southwest quarter of said Section 2, at S 89°42'01"W, 651.82 feet to a concrete monument of record at the southwest corner of the east half of the northeast quarter of said southwest quarter (this course passes a concrete monument of record at 325.91 feet);
- (3) thence northerly with the west line of said east half at N 00°24'03"W, 1324.96 feet to the northwest corner of said east half (this course passes concrete monuments of record both at 441.65 feet and at 883.30 feet);
- (4) thence easterly with the north line of said southwest quarter at N 88°47'20"E, 656.20 feet to a concrete monument of record at the northeast corner of said southwest quarter;
- (5) thence continuing easterly with the north line of the southeast quarter of said Section 2, at N 88°50'33"E, 2038.99 feet to a point in the centerline of the Ottawa River which is 600.00 feet westerly from the northeast corner of said southeast quarter (this course passes concrete monuments of record both at 559.63 feet and at 1109.06 feet, and an iron pipe of record at 1209.30 feet);

thence generally northeasterly with the centerline of the Ottawa River (based on Deed Volume 219, Page 196) on courses "(6)" thru "(18)" as follows:

- (6) N 51°52'12"E, 54.72 feet;
- (7) N 81°57'50"E, 149.00 feet;
- (8) N 82°42'50"E, 102.00 feet;
- (9) N 85°57'50"E, 100.00 feet;
- (10) N 66°57'50"E, 100.00 feet;
- (11) N 60°57'50"E, 132.00 feet, to a point in east line of the northeast quarter of said Section 2 which is 165.67 feet northerly from the southeast corner of said northeast quarter;

EXHIBIT "A" (Continued)

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EXCEPTION VII (RESERVE PARCEL)
(continued)

- (12) N 48°17'09"E, 209.06 feet;
- (13) N 85°12'50"E, 106.45 feet;
- (14) N 89°42'50"E, 53.31 feet;
- (15) N 65°42'50"E, 150.40 feet;
- (16) N 37°42'50"E, 72.37 feet;
- (17) N 30°12'50"E, 94.15 feet;
- (18) N 04°32'10"W, 92.50 feet, to the south line of the old Erie Railroad property (this line is 70 feet southerly from and parallel with the centerline of the original eastbound main track, typically measured at right angles);

- (19) thence easterly with the south line of the railroad property at S 84°31'40"E, 383.50 feet to the centerline of Fort Amanda Road (this course passes an iron pipe (set) at 110.01 feet, and an iron pipe (found) in the west right-of-way of Fort Amanda Road at 310.01 feet);

thence generally southwesterly with the centerline of Fort Amanda Road (see K&K Drawing No. L-970) on courses "(20)" thru "(24)" as follows:

- (20) S 33°17'00"W, 36.37 feet to a railroad spike of record at a "point of tangency" at Station 140+00.00 (forward), being also Station 139+99.70 of said centerline;
- (21) thence with a curve concave northwesterly an arc distance of 1609.70 feet thru a radius of 1635.09 feet (chord bears S 61°29'11"W, 1545.48 feet) to a railroad spike of record at a "point of curvature" at Station 123+90.00 of said centerline);
- (22) thence westerly at S 89°41'22"W, 618.46 feet to a railroad spike of record at Station 117+71.54 (forward), being also Station 117+70.27 (back) of said centerline;
- (23) thence with a curve concave southeasterly an arc distance of 2088.21 feet thru a radius of 1430.88 feet (chord bears S 47°52'52"W, 1907.77 feet) to a P.K. nail of record at a "point of curvature" at Station 96+82.08 of said centerline);
- (24) thence southerly at S 06°04'22"W, 72.50 feet to a P.K. nail of record in the north line of lands granted to BP Chemicals, Inc. (Deed Vol. 753, page 743);
- (25) thence westerly with said north line of BP Chemicals at N 83°55'36"W, 132.08 feet to the POINT OF BEGINNING.

The area herein described contains 51.708 acres, ^{more or less} subject to the right-of-way of Fort Amanda Road, and all other legal easements or restrictions of record.

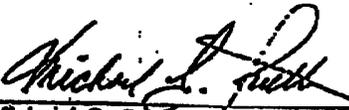
EXHIBIT "A" (Continued)

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EXCEPTION VII (RESERVE PARCEL)
(continued)

I hereby certify that this legal description is based on surveying work performed by Kohli & Kaliber Associates, Inc., through June 1996. Bearings are based on the coordinate grid established by K&K for BP Oil Refinery. Reference shall be made to K&K Drawing No. L-1062 for a graphic representation of the subject survey.

JUN 28 1996
Date



Michael G. Buelinger
Ohio Registered Surveyor No. 6881

BEING a portion of the same property conveyed to The Standard Oil Company by that certain Warranty Deed from The Solar Refining Company, dated October 3, 1931 and recorded October 13, 1931 in Volume 219, Page 196, a portion of the same property conveyed to The Standard Oil Company by that certain Warranty Deed from The Ohio Steel Foundry Company dated April 15, 1955 and recorded April 18, 1955 in Volume 343, Page 307, and a portion of the same property conveyed to The Standard Oil Company by that certain deed from Alice T. Cary dated December 27, 1966 and recorded February 9, 1967 in Volume 463, Page 439.

200212315

FILED AND RECORDED

June 7 2002
At 10:40 O'CLOCK A.M.
Vol 897 PAGE 555

EDWARD P. KIRK

RECORDER, ALLEN CO., OHIO

SEE 46-50 PAID

Vandeman

**Exhibit B to Environmental Covenant: BP Amoco Chemical Company,
BP Products North America, Inc., and the Ohio Environmental Protection Agency
[Parcel B]**

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

1. Certain blanket easements to Ohio Power Company, of record at Volume 340, Page 569; Volume 323, Page 444; Volume 344, Page 129; Volume 323, Page 443; Volume 248, Page, 137; Volume 285, Page 243; and Volume 344, Page 129.
2. A certain easement to Allen County, of record at Volume 489, Page 304.
3. Certain leases, easements, and rights-of-way to Buckeye Pipeline Company L.P., of record at Volume 693, Page 283; Volume 144, Page 72; Volume 693, Page 283; Volume 726, Page 267; and Volume 38, Page 538.
4. A certain oil and gas lease, without course stated, from W.H. Breese to Britt Thompson & Co., of record at Allen County, Ohio Recorder's Lease Records Volume 17, Page 45.
5. A certain easement to Sohio Petroleum Company, of record at Volume 351, Page 39.
6. A certain easement to Arcadian Ohio L.P., of record at Volume 776, Page 359.
7. A certain right-of-way and easements to The City of Lima, Ohio, of record at Volume 215, Page 63; Volume 215, Page 56; Volume 329, Page 419; and Volume 562, Page 344.
8. A certain restrictive covenant to The Standard Oil Company, of record at Volume 343, Page 307.
9. A certain blanket right-of-way, without course stated, to The Lima Telephone & Telegraph Co., of record at Volume 377, Page 574.
10. A certain easement to A.B. Fink, P.J. Fink, Mark Ruben and Janet Ruben, of record at Volume 658, Page 797.
11. A certain easement to Johnny Appleseed Metropolitan Park District, of record at Volume 770, Page 20.

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FILED AND RECORDED
OCT 25 2005
AT 11:54 O'CLOCK A.M.
Dud VOL 948 PAGE 835
MONA S. LOSH
RECORDER, ALLEN CO., OHIO
FEE 108.00 PAID
Chere Schumaker

TRANSFER NOT NECESSARY
OCT 25 2005
Ben E. Diepenbrock, Allen County Auditor
NO FEE *545*

200518950

ENVIRONMENTAL COVENANT

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

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

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

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

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

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

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.
2. Property. This Environmental Covenant concerns an approximately 81.478 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. The Standard Oil Company, having offices at 4101 Winfield Road, Warrenville, Illinois, ("Owner") is the owner of the Property.
4. Holders. Owner, whose address is listed above, and BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder") are the holders of this Environmental Covenant.

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

- A. No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of Owner. In no event shall any groundwater under the Property be used as a potable supply of water.
- B. The Property shall not be used for Residential Activities. The Property shall be used solely and exclusively for Industrial Activities. The term "Residential Activities" shall include, but not be limited to, the following:
 - i. Single and multi-family dwelling and rental units;
 - ii. Day care centers and preschools;
 - iii. Hotels and motels;
 - iv. Educational (except as a part of industrial activities within the Property) and religious facilities;
 - v. Restaurants and other food and beverage services (except as a part of industrial activities within the Property);
 - vi. Entertainment and recreational facilities (except as a part of industrial activities within the Property);
 - vii. Hospitals and other extended care medical facilities; and
 - viii. Transient or other residential facilities.

The term "Industrial Activities" shall include manufacturing processing, formulating, research and development, petroleum refining, storage marketing, and landfill operations, including all ancillary and supporting activities incident thereto, and other office and warehousing activities, including but not limited to production, storage and sales of durable goods, other non-food chain products and parking/driveway use.

- C. Any future use of the Property must be protective of human health and the environment and is the sole responsibility of the developer and/or builder to ensure the use is solely and exclusively for industrial activities.
- D. In the event that any activity by the holder of an encumbrance, identified in Paragraph 12, below, constitutes a violation of these use and activity restrictions, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event, and shall remedy the breach of the

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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:

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THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ALLEN COUNTY RECORDER ON _____, 200__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

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

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

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

The term "Industrial Activities" shall include manufacturing processing, formulating, research and development, petroleum refining, storage marketing, and landfill operations, including all ancillary and supporting activities incident thereto, and other office and warehousing activities, including but not limited to production, storage and sales of durable goods, other non-food chain products and parking/driveway use.

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

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

Owner shall notify Ohio EPA and Holder 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 the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee and the Holder 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

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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 representatives of Owner and Holder represent and certify that they are authorized to execute this Environmental Covenant.

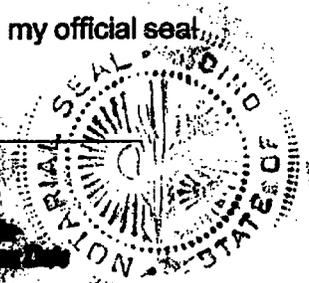
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IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 26th day of Sept, 2005

Francis M. Kovac

Notary Public

Francis M. Kovac
Notary Public - State of Ohio
My Commission Expires September 2008



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BP PRODUCTS NORTH AMERICA INC.

J. B. Pinkert
Signature of Holder

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

September 6th, 2005
Date

State of Illinois)
County of DuPage) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 6th day of Sept, 2005

Carol A. Johnson
Notary Public

This instrument prepared by:

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



EXHIBIT "A"

LEGAL DESCRIPTION
"RETAINED AREA SOUTH OF BUCKEYE ROAD No. 2"

Being part of the Southwest and Southeast quarters of Section 11, T-4-S, R-6-E, Shawnee Township, Allen County, Ohio and being more particularly described as follows:

Commencing at a county monument box over an iron pin (found) at the Northwest corner of the Northeast quarter of said Section 11;

Thence S 0°16'37"E, 2648.41 feet, with the West line of said Northeast quarter, to a P.K. nail of record in the centerline of Buckeye Road;

Thence S 88°42'07"W, 650.18 feet, with the centerline of Buckeye Road and with the North lines of lands granted to Sohio Pipeline Company (Deed Vol 500, Page 277) and BP Oil Pipeline Company (Deed Vol. 742, Page 688), to the Northwest corner of said pipeline company lands;

Thence S 0°02'36"E, 805.09 feet, with the West line of said pipeline company lands, to the Southwest corner of said pipeline company lands, which point is the PLACE OF BEGINNING [this course passes an iron pipe (found) on the South right-of-way line of Buckeye Road at 54.75 feet];

- 1) Thence N 89°58'12"E, 1448.61 feet, with the South line of said pipeline company lands, to an iron pipe of record at the Southeast corner of said pipeline company lands;
- 2) Thence N 0°47'09"E, 207.46 feet, with the East line of said pipeline company lands, as result of a quit-claim deed recorded at Deed Volume 820, Page 158, to an obstructed point at the Southwest corner of lands granted to Waste Management of Ohio, Inc. and recorded at Deed Volume 742, Page 699;

Thence generally Easterly with the South boundaries of said lands granted to Waste Management on courses 3 thru 5 as follows:

- 3) S 89°12'51"E, 184.81 feet to an iron pipe of record;
- 4) N 58°45'48"E, 702.89 feet to an iron pipe of record; and
- 5) N 54°30'35"E, 368.91 feet to an iron pipe of record;
- 6) Thence N 0°51'14"W, 71.11 feet, with the East line of said Waste Management lands, to a railroad spike of record in the centerline of Buckeye Road at the Northeast corner of said Waste Management lands;
- 7) Thence N 89°08'46"E, 151.51 feet, with the centerline of Buckeye Road, to the Northwest line of the railroad property (formerly Nickel Plate Railroad, now Norfolk Southern; see Deed Volume 241, Page 483 and Deed Volume 170, Page 212);
- 8) Thence S 52°13'36"W, 2235.88 feet, with said Northwest line of railroad property, to a corner of the 20-foot strip described at Deed Volume 170, Page 212;

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EXHIBIT "A"

- 9) Thence S 37°46'24"E, 20.00 feet at a right angle to the previous course, and with the endline of said 20-foot strip, to the opposite corner of said strip, this point being 50 feet Northwest of at right angle to the centerline of the main track of said railroad;
- 10) Thence S 52°13'36"W, 1213.73 feet, with the Northwest line of said railroad property, being also 50 feet Northwesterly from and parallel to the centerline of the main track of said railroad, to a chiseled "X" of record at the Southwest corner of lands originally granted to Standard Oil Company and recorded at Deed Volume 328, Page 507;
- 11) Thence S 0°06'29"E, 126.32 feet, with the East line of lands originally granted to Standard Oil Company and recorded at Deed Volume 491, Page 54, to a mine spike of record at the Southeast corner of said lands, this point being 50 feet Southeast of at right angle to the centerline of the main track of said railroad (this course passes an iron pipe of record in the centerline of the main track of said railroad at 63.16 feet);
- 12) Thence S 52°13'36"W, 752.03 feet, with the Southeast line of said lands granted to Standard Oil by Deed Volume 491, Page 54, which line is also 50 feet Southeasterly from and parallel to the centerline of the main track of said railroad, to an iron pipe of record on the South line of the Southwest quarter of said Section 11;
- 13) Thence S 89°15'46"W, 754.02 feet, with said South line of Southwest quarter, to an iron pipe (set), said point being 626.93 feet East of a stone (found) at the Southwest corner of said Southwest quarter (this course passes iron pipes of record at said centerline of main track at 83.01 feet, at West right-of-way line of said railroad at 166.02 feet, and at Southeast corner of "Landfarm Area" [see K&K Drawing No. L-666] at 189.94 feet);
- 14) Thence N 12°41'09"W, 152.51 feet to an iron pipe (set);
- 15) Thence N 58°30'22"W, 327.60 feet to an iron pipe (set);
- 16) Thence N 37°04'31"W, 197.94 feet to an iron pipe (set);
- 17) Thence N 0°20'52"W, 304.80 feet to an iron pipe (set) on the South line of lands granted to HCF, Inc. and recorded at Deed Volume 691, Page 517;
- 18) Thence N 89°37'48"E, 23.92 feet, with said South line of HCF, Inc. lands, to a concrete monument of record at the Southeast corner of said HCF, Inc. lands;
- 19) Thence N 0°10'08"W, 428.79 feet, with the East line of said HCF, Inc. lands, to a concrete monument of record at the Southwest corner of a 30.503-acre parcel known in 1998 as the "Sale Area South of Buckeye Road";
- 20) Thence N 59°00'23"E, 659.59 feet, with the Southerly line of said 30.503-acre sale area, to an iron pipe (found) at an angle point in said South line;

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HCF / TAUC 02

EXHIBIT "A"

- 21) Thence S 89°31'30"E, 1155.72 feet, with said South line, on a course that is one foot Northerly from a chain link fence, to an iron pipe (found) at the Southeast corner of said 30.503-acre parcel, which point is also one foot Northerly from and one foot Westerly from a corner post for said chain link fence;
- 22) Thence N0°53'27"E, 326.15 feet, with the East line of said 30.503-acre parcel, on a course that is one foot Westerly from a chain link fence, to an iron pipe (found) at an angle point in said East line;
- 23) Thence N 89°58'12"E, 59.76 feet, with a boundary of said 30.503-acre parcel that is an Extension of the South line of said pipeline company lands, to the PLACE OF BEGINNING;

The parcel as described thus far contains a gross area of 81.478 acres more or less, of which 0.085 acres is subject to the right-of-way of Buckeye Road, leaving a net area of 81.393 acres, subject to all legal highways, easements, and restrictions of record. HOWEVER, corrections to both the gross area and right-of-way area are necessary because of a two-foot wide strip lying entirely within the right-of-way of Buckeye Road that is apparently still the property of the railroad (now Norfolk Southern) as recorded at Volume 241, Page 87, which strip, as it affects said 81.478 acres, is described by metes and bounds as follows:

Commencing at a railroad spike of record at the intersection of the centerline of Buckeye Road and the Northwest line of said railroad property (same as terminus of course (8) above); thence S 52°13'36"W, 41.62 feet, with said Northwest line of railroad (same as course (8) above), to the Northeast corner of said two-foot wide strip, this point being 25 feet South of at right angle to the centerline of Buckeye Road and the PLACE OF BEGINNING;

Thence continuing S 52°13'36"W, 3.33 feet thru said two-foot strip, with an extension of the previous course, to the Southeast corner of said strip, this point being 27 feet South of at right angle to the centerline of Buckeye Road;

Thence S 89°08'46"W, 115.58 feet, parallel to said centerline of Buckeye Road, to the East line of lands granted to Waste Management of Ohio, Inc., and recorded at Deed Volume 742, Page 699;

Thence N 0°51'14"W, 2.00 feet thru said two-foot strip, with an extension of said East line of Waste Management, to the North line of said two-foot strip;

Thence N 89°18'46"E, 118.24 feet, with said North line on a course that is 25.00 feet Southerly from and parallel to the centerline Buckeye Road, to the PLACE OF BEGINNING.

This two-foot strip area contains 233 square feet, or 0.005 acres more or less, and is entirely within the right-of-way of Buckeye Road, as now claimed by Allen County.

AFTER ACCOUNTING FOR THIS EXCEPTION, the resultant gross area of these lands is 81.473 acres, and the resultant area subject to right-of-way of Buckeye Road is 0.080 acres, still leaving a net area of 81.393 acres.

Waste Management of Ohio, Inc.

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EXHIBIT "A"

I hereby certify that this legal description is based on surveying work performed by Kohli & Kaliher Associates, Inc., through April 24, 2002. Bearings are based on the coordinate grid established by K&K for BP Oil Refinery (now Premcor Refining Group). Reference shall be made to K&K Drawing No. L-1062-3 for a graphic representation of the subject survey.

MAY 15 2002

Date

James A. Frederick
James A. Frederick
Ohio Registered Surveyor No. 6622



~~VOL 009~~ VOL 0948 PAGE 554 PAGE 894

200212314

FILED AND RECORDED

June 7 2002
AT 10:39 O'CLOCK A.M.
Done Vol. 877 PAGE 546

EDWARD P. KIRK
RECORDER, ALLEN CO., OHIO
FEE *42.00* PAID *Vandermark*

**Exhibit B to Environmental Covenant: BP Amoco Chemical Company,
BP Products North America, Inc., and the Ohio Environmental Protection Agency
[Parcel C]**

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

1. Certain easements to Ohio Power Company, of record at Volume 496, Page 203; Volume 528, Page 388; Volume 528, Page 392; Volume 332, Page 57; Volume 332, Page 57; Volume 362, Page 131; Volume 464, Page 467; Volume 482, Page 507; Volume 239, Page 161; Volume 332, Page 57; Volume 476, Page 674; Volume 482, Page 507; Volume 499, Page 70; Volume 504, Page 554; and Volume 538, Page 179.
2. Certain rights-of-way to Lake Erie & Louisville Railway, of record at Volume 20, Page 353 and Volume 20, Page 349.
3. Certain easements, assessments, and rights-of-way to Buckeye Pipe Line Company, of record at Volume 693, Page 283; Volume 118, Page 148; Volume 693, Page 283; Volume 693, Page 283; and Volume 486, Page 77.
4. Certain rights-of-way to The Lake Erie & Western Railroad Company, of record at Volume 38, Page 393; Volume 38, Page 394; and Volume 170, Page 212.
5. Certain easements to Marathon Pipe Line Company, of record at Volume 464, Page 436.
6. Certain blanket easements to West Ohio Gas Company, of record at Volume 319, Page 162, and Volume 319, Page 163.
7. A certain right-of-way to Lima Telephone & Telegraph Co., of record at Volume 375, Page 604.
8. Certain easements to Wood River Pipe Lines LLC, of record at Volume 933, Page 69.
9. A certain easement to Shell Oil Company, of record at Volume 494, Page 46.
10. Certain easements to Johnny Appleseed Metropolitan Park District, of record at Volume 782, Page 538, and Volume 782, Page 772.
11. Certain easements to Clifford K. Elliott, of record at Volume 271, Page 68, and Volume 271, Page 224.
12. A certain easement to Inland Corporation, of record at Volume 501, Page 401.
13. A certain right-of-way to B P Oil Pipeline Company, of record at Volume 742, Page 693.

VOL 0948 PAGE 895

34A
200518950

E. Allen
FILED AND RECORDED
09 25 20 05
AT 11:58 O'CLOCK A. M.
Deed **VOL 948 PAGE 883**
MONA S. LOSH
RECORDER, ALLEN CO., OHIO
FEE 116.00 PAID
Chen Schumaker

TRANSFER NOT NECESSARY
OCT 25 2005
 Ben E. Diepenbrock, Allen County Auditor
 NO FEE *SAS*

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by BP Products North America 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 Permit No. 03-02-0390 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid waste management units and groups identified in the permit; and

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

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

Now therefore, Owner 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 4.517 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 Products North America 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 Products North America, Inc., shall remain a Holder.

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 chain 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 chain 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.

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VOL 0948 PAGE 877

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

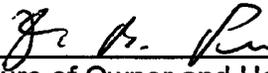
and

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 PRODUCTS NORTH AMERICA INC.



Signature of Owner and Holder
D.B. Pinkert, Vice President

Printed Name and Title



Date

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State of Illinois)
County of DeWitt) ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25 day of July, 2005

[Signature]
Notary Public



VOL 09148 PAGE 879

OHIO ENVIRONMENTAL PROTECTION AGENCY

[Signature]
Joseph P. Koncelik, Director

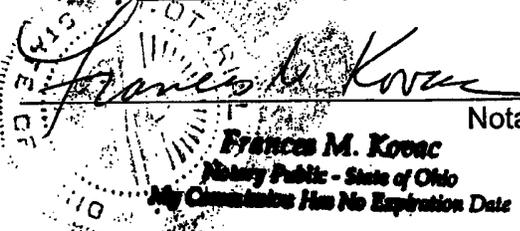
Date 9/21/05

State of Ohio)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, 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 26 day of Sept, 2005

[Signature]
Notary Public



This instrument prepared by:
Frances M. Kovac, Esq.
Ohio Environmental Protection Agency
122 South Front Street
Columbus, OH 43215

EXHIBIT A

PARCEL DESCRIPTION

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 county monument box at the southwest corner of said southeast quarter; thence easterly with the south line of said southeast quarter at N 88°45'08"E, 2844.06 feet to the southeast corner of said southeast quarter; thence easterly with the south line of the southwest quarter of the adjacent Section 1 at S 85°23'07"E, 117.88 feet to an iron pipe (found) in the east line of lands granted to BP Chemicals, Inc. (Deed Volume 753, Page 743):

thence northerly and westerly with the boundaries of said lands granted to BP Chemicals on four courses as follows:

- (one) N 01°41'25"W, 104.29 feet to an iron pipe of record (found);
- (two) N 07°39'12"W, 104.58 feet to an iron pipe of record (found);
- (three) N 00°02'31"W, 344.55 feet to an iron pipe of record (found);
- (four) S 89°40'41"W, 548.49 feet to an iron pipe (set) at the southeast corner of the parcel herein described, and the POINT OF BEGINNING (this course passed into said southeast quarter of Section 2 by crossing the section line at 103.67 feet);

thence continuing westerly with the north line of said BP Chemicals lands at S 89°40'41"W, 84.68 feet to an iron pipe of record at the southeast corner of a 3.531-acre parcel granted to BP Chemicals, Inc. in July 1998 and recorded at Deed Volume 844, Page 323;

thence northerly with the east line of said 3.531-acre parcel at N 00°00'03"E, 373.00 feet to an iron pipe of record at the northeast corner of said parcel;

thence westerly with the north line of said 3.531-acre parcel at S 89°40'41"W, 445.00 feet to an iron pipe of record at the northwest corner of said parcel;

thence southerly with the west line of said 3.531-acre parcel at S 00°00'03"W, 79.26 feet to a P.K. nail of record at the northeast corner of a 3.811-acre lease area described at Lease Volume 79, Page 47;

thence northwesterly with the north line of said 3.811-acre lease area at N 83°51'04"W, 47.47 feet to a 3-inch diameter fence corner post at an angle point in said north line;

thence westerly continuing with said north line of 3.811-acre lease area at N 89°59'57"W, 63.87 feet to an iron pipe of record at another angle point in said north line;

thence northerly continuing with said north line of 3.811-acre lease area at N 00°00'03"E, 83.00 feet to a 3-inch diameter fence corner post at another angle point in said north line;

thence westerly continuing with said north line of 3.811-acre lease area at N 89°59'57"W, 248.00 feet to a P.K. nail of record at the northwest corner of said lease area;

thence southerly with the west line of 3.811-acre lease area at S 00°00'03"W, 22.10 feet to an iron pipe of record in another portion of said north line of BP Chemicals as described in Deed Volume 753, Page 743;

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~~FILED 9-3-2003~~

RECORDED

thence westerly with said north line of BP Chemicals at N 84°17'46"W, 209.52 feet to an iron pipe of record at an angle point in said north line;

thence northerly with said north line of BP Chemicals at N 04°09'50"E, 134.45 feet to an iron pipe of record at another angle point in said north line;

thence continuing northerly into lands granted in 1998 to Clark Refining & Marketing, Inc. (Deed Volume 844, Page 488) and with an extension of the previous course at N 04°09'50"E, 4.18 feet to an iron pipe (set);

thence easterly and parallel with the east-west lines of the BP Chemicals grid system at S 89°59'57"E, 1058.07 feet to an iron pipe (set);

thence southerly and parallel with the north-south lines of the BP Chemicals grid system at S 00°00'03"W, 540.88 feet to the POINT OF BEGINNING.

This parcel contains a gross area of 4.517 acres, of which no area is occupied by any present roadway, thus leaving a net area also of 4.517 acres, being subject to all legal easements or other restrictions of record.

This parcel is now part of Tax Map Parcel No. 45-0204-01-005000, which is in the name of Clark Refining & Marketing, Inc. who claims title by instrument recorded at Deed Volume 844, Page 488, of the deed books in the office of the Allen County Recorder.

This legal description is based on surveying work performed by Kohl & Kellner Associates, Inc., through November 23, 1998. Iron pipes set this survey and iron pipes of record are understood to be 3/4-inch diameter by 30-inch long iron pipes with an orange plastic plug stamped "K&K/CLIMA." Bearings are based on the coordinate grid established by K&K for the former BP Oil Refinery (now Cimco). Reference shall be made to an 11-inch by 17-inch drawing by K&K for a graphic representation of the subject survey (Drawing No. B-105).

Michael G. Buetner
Michael G. Buetner
Ohio Registered Surveyor No. 6881

(SEAL) DEC 16 1998

0000000007

**Exhibit B to Environmental Covenant: BP Amoco Chemical Company,
BP Products North America, Inc., and the Ohio Environmental Protection Agency
[Parcel D]**

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

1. Easements to The Ohio Power Co., recorded in Volume 340, Page 569; Volume 323, Page 443; Volume 285, Page 243; and Volume 332, Page 57.
2. A right-of-way easement to The Buckeye Pipe Line Co., recorded in Volume 144, page 72.
3. A right-of-way easement to Lima Telephone & Telegraph, recorded in Volume 377, Page 574.
4. An easement to Wood River Pipe Lines LLC, of record Volume 933, Page 69.
5. A reciprocal easement agreement between BP Chemicals Inc. and Arcadian Ohio, L.P., recorded in Volume 776, Page 325.
6. A reservation of rights regarding pipelines to BP Chemicals, Inc. recorded in Volume 753, Page 743.

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200518949

E. Diepenbrock

FILED AND RECORDED
- OCT 25 2005
AT 11:57 O'CLOCK A M
Dad VOL 948 PAGE 873
MONA S. LOSH
RECORDER, ALLEN CO., OHIO
FEE 92.00 PAID
Chew Shumaker

TRANSFER NOT NECESSARY
OCT 25 2005
Ben E. Diepenbrock, Allen County Auditor
NO FEE *JMC*

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by BP Products North America Inc. ("Owner" and "Holder"), 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 Permit No. 03-02-0390 (the "Ohio Permit") by Ohio EPA requiring Owner to complete closure and corrective action for the release of hazardous wastes and constituents from solid waste management units and groups identified in the permit; and

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

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

Now therefore, Owner 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 3.831 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 Products North America 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 Products North America, Inc., shall remain a Holder.

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 chain 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 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 chain 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 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.

W.L. 0948 PAGE 867

W110948 PAGE 8 68

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 PRODUCTS NORTH AMERICA INC.


Signature of Owner and Holder

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

July 25, 2005
Date

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State of Illinois)
County of DePage)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 25 day of July, 2005

Karol Kadechka
Notary Public



OHIO ENVIRONMENTAL PROTECTION AGENCY

Joseph P. Koncelik
Joseph P. Koncelik, Director

9/21/05
Date

State of Ohio)
County of Franklin)

ss:

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

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 26 day of Sept, 2005.

Frances M. Kovac
Notary Public

This instrument prepared by:

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

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EXHIBIT A

Hampshire Parcel
Job No. 1972-09

BOUNDARY DESCRIPTION
"HAMPSHIRE PARCEL"

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 county monument box at the southwest corner of said southeast quarter; thence easterly with the south line of said southeast quarter at N 85°45'00"E, 3844.05 feet to the southeast corner of said southeast quarter; thence easterly with the south line of the southwest quarter of the adjacent Section 1 at S 85°33'07"E, 117.00 feet to the east line of lands granted to BP Chemicals, Inc. (Deed Volume 752, Page 743);

thence northerly and westerly with the boundaries of said lands granted to BP Chemicals on four courses as follows:

- (one) N 01°41'25"W, 104.29 feet to an iron pipe (set);
- (two) N 07°09'12"W, 104.55 feet to an iron pipe (set);
- (three) N 00°02'31"W, 344.55 feet to an iron pipe (set);
- (four) S 85°40'41"W, 613.15 feet to an iron pipe (set) at the southeast corner of the parcel herein described, and the POINT OF BEGINNING (this course passed into said southeast quarter of Section 2 by crossing the section line at 100.67 feet);

thence continuing westerly with the north line of said BP Chemicals lands at S 85°40'41"W, 445.00 feet to an iron pipe of record;

thence northerly with a boundary of said BP Chemical lands, and its extension, at N 00°00'00"E, 373.00 feet to an iron pipe (set) (this course passes a P.C. nail (set) at angle point of said boundary at 205.74 feet);

thence easterly through the greater lands at N 85°40'41"E, 445.00 feet to an iron pipe (set);

thence southerly at S 00°00'00"W, 373.00 feet to the POINT OF BEGINNING.

This parcel contains 2.831 acres, subject to all legal assessments or other restrictions of record. No part of this parcel is within any present roadway.

This parcel is now part of Tax Map Parcel No. 46-020-01-003,000, which is in the name of The Standard Oil Company, who claims title by instruments recorded at Deed Volume 482, Page 355, and Deed Volume 482, Page 439, of the deed books in the office of the Allen County Recorder.

I hereby certify that this legal description is based on surveying work performed by Kohl & Kallher Associates, Inc., through June 1996 and verified in July 1998. Bearings are based on the coordinate grid established by NAC for the SP-01 Railway. Reference shall be made to an E.S. book for 11-inch drawing by K&K for a graphic representation of the subject survey (see also Drawing No. L-1092).

AUG 4 8 1998
Date

Michael G. Buehler
Michael G. Buehler
Ohio Registered Surveyor No. 8881

Transferred, Feb 15, 2002
H. Dean French Co. Auditor
See 509 KH

20070707

This conveyance was filed on this 1
and the Grantor has complied with
Section 319-202 of the Revised Code.
FEE \$ _____
EXEMPT
H. DEAN FRENCH, County Auditor

RECORDER'S NOTE
POOF QUALITY ORIGINAL

**Exhibit B to Environmental Covenant: BP Amoco Chemical Company,
BP Products North America, Inc., and the Ohio Environmental Protection Agency
[Parcel E]**

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

1. Certain blanket rights-of-way, leases, and easements to The Buckeye Pipe Line Company, subsequently assigned to Buckeye Pipe Line Company L.P., of record at Volume 693, Page 283; Volume 693, Page 283; Volume 693, Page 283; Volume 726, Page 267; and Volume 693, Page 283.
2. Certain easements to The Ohio Power Company, of record at Volume 323, Page 444; Volume 248, Page 436; Volume 248, Page 137; Volume 285, Page 243; Volume 344, Page 129; Volume 340, Page 569; and Volume 248, Page 436.
3. A certain oil and gas lease to Britt Thompson & Co., of record at Volume 17, Page 45.
4. A certain easement to Sohio Petroleum Company, of record at Volume 351, Page 39.
5. A certain blanket right-of-way, without course stated, to The Lima Telephone & Telegraph Co., of record at Volume 377, Page 574.
6. A certain easement, with course stated, to Allen County, of record at Volume 489, Page 304.
7. A certain easement, to Arcadian Ohio L.P., of record at Volume 776, Page 359.
8. A certain easement to A.B. Fink, P.J. Fink, Mark Ruben and Janet Ruben, of record at Volume 658, Page 797.
9. A certain easement to BP Chemicals Inc., of record at Volume 845, Page 539, marginally assigned to Clark Refining & Marketing Inc.
10. A certain easement for ingress and egress to The City of Lima, of record at Volume 215, Page 56.

34
200518948

FILED AND RECORDED
 OCT 25 2005
 AT 11:36 O'CLOCK A.M.
 VOL 948 PAGE 869
 MONA S. LOSH
 RECORDER, ALLEN CO., OHIO
 FEE \$4.00 PAID
Chen, Shumaker
abs

TRANSFER NOT NECESSARY

OCT 25 2005

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

200518947

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Premcor Refining Group Inc., as the successor to Clark Refining and Marketing, Inc., having offices at 1700 E. Putnam Ave, Suite 400, Old Greenwich, Connecticut, ("Owner") and BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder"), and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

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

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

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

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

Now therefore, Owner 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 413.199 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. Premcor Refining Group Inc., having offices at 1700 E. Putnam Ave, Suite 400, Old Greenwich, Connecticut, ("Owner") is the owner of the Property.
4. Holders. Owner, whose address is listed above, and BP Products North America Inc., having offices at 4101 Winfield Road, Warrenville, Illinois, ("Holder") are the holders of this Environmental Covenant.

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

A. No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of Owner and BP Products North America Inc. In no event shall any groundwater under the Property be used as a potable supply of water. Notwithstanding anything contained herein to the contrary, the continued use by Owner, including its successors or assigns, of the existing groundwater extraction network (including any new or reconstructed wells) for non-potable process cooling water purposes shall be permitted, provided that such extraction does not cause contaminated water to migrate into the uppermost aquifer.

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

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

The term "Industrial Activities" shall include manufacturing processing, formulating, research and development, petroleum refining, storage marketing, and landfill operations, including all ancillary and supporting activities incident thereto, and other office and warehousing activities, including but not limited to production, storage and sales of durable goods other non-food chain products and parking/driveway use.

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

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

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

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

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

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

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

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

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 200_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE ALLEN COUNTY RECORDER ON _____, 200_, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, shall be installed on any part of the Property. Notwithstanding the foregoing, no one shall install remediation or monitoring wells without the prior written consent of Owner and BP Products North America Inc. In no event shall any groundwater under the Property be used as a potable supply of water. Notwithstanding anything contained herein to the contrary, the continued use by Owner, including its successors or assigns, of the existing groundwater extraction network (including any new or reconstructed wells) for non-potable process cooling water purposes shall be permitted, provided that such extraction does not cause contaminated water to migrate into the uppermost aquifer.

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

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

The term "Industrial Activities" shall include manufacturing processing, formulating, research and development, petroleum refining, storage marketing, and landfill operations, including all ancillary and supporting activities incident thereto, and other office and warehousing activities, including but not limited to production, storage and sales of durable goods other non-food chain products and parking/driveway use.

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

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

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation 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 the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. Amendment means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. Termination means the elimination of all

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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

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

IT IS SO AGREED:

PREMCOR REFINING GROUP INC.

Timothy J. Murphy
Signature of Owner

TIMOTHY J. MURPHY, REFINERY MANAGER
Printed Name and Title

8/2/2005
Date

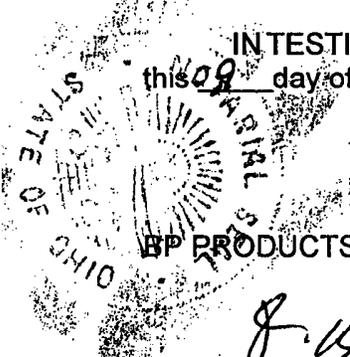
State of Ohio)
County of Allen)

ss:

Before me, a notary public, in and for said county and state, personally appeared Timothy J. Murphy duly authorized representative of Premcor, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Premcor.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 02 day of August 2005

Patricia M. Chapman
Notary Public



BP PRODUCTS NORTH AMERICA INC.

D. B. Pohlert
Signature of Holder

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

July 25, 2005
Date

State of Illinois)
County of LaPage)

ss:

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

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IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 26 day of July, 2005



Notary Public

[Handwritten Signature]

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OHIO ENVIRONMENTAL PROTECTION AGENCY

[Handwritten Signature]
Joseph P. Konecny, Director

Date

9/21/05

State of Ohio)

ss:

County of Franklin)

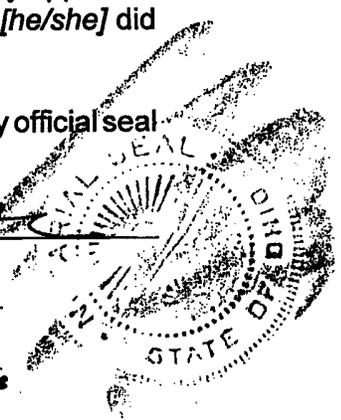
Before me, a notary public, in and for said county and state, personally appeared Joseph P. Konecny, the Director of Ohio EPA, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
this 26th day of Sept, 2005

Notary Public

[Handwritten Signature]

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

EXHIBIT "A"

Facility: Lima Refinery

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Reviewed by R. H. Hays
on 8-4, 1998

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BOUNDARY DESCRIPTION
"MAIN REFINERY SALE AREA"

Parts of the northwest, northeast, southwest, and southeast quarters of Section 1; part of the southeast quarter of Section 2; parts of the northeast quarter of Section 11; and parts of the northwest and northeast quarters of Section 12, all in Township 4-South, Range 8-East, Shawnee Township, Allen County, Ohio, and described by metes and bounds as follows:

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

thence easterly with the south line of said southeast quarter at N 88°45'08"E, 4.00 feet to a boat spike of record in the centerline of Fort Amanda Road; thence northerly with said centerline at N 06°04'22"E, 1162.06 feet to a P.K. nail of record, which is also the POINT OF BEGINNING;

thence generally northeasterly with the centerline of Fort Amanda Road (see K&K Drawing No. L-670) on courses 1 thru 6 as follows:

- (1) northerly continuing at N 06°04'22"E, 72.60 feet to a P.K. nail of record at a point of curvature at Station 96+82.06 of said centerline;
- (2) with a curve concave southeasterly an arc distance of 2088.21 feet thru a radius of 1430.88 feet (chord bears N 47°52'52"E, 1807.77 feet; central angle is 83°37'00") to a railroad spike of record at a point of tangency at Station 117+70.27 (back), being also Station 117+71.64 (forward) of said centerline;
- (3) easterly at N 89°41'22"E, 618.46 feet to a railroad spike of record at a point of curvature at Station 123+90.00 of said centerline;
- (4) with a curve concave northwesterly an arc distance of 1609.70 feet thru a radius of 1635.09 feet (chord bears N 61°29'11"E, 1645.48 feet; central angle is 56°24'22") to a railroad spike of record at a point of tangency at Station 139+89.70 (back), being also Station 140+00.00 (forward) of said centerline;
- (5) north-northeasterly at N 33°17'00"E, 68.86 feet to the south line of the old Erie Railroad property (this is the railroad property line bearing easterly from Fort Amanda Road, and is 50 feet southerly from and parallel with the centerline of the original eastbound main track, typically measured at right angles);
- (6) thence easterly with said south line of the railroad property at S 84°30'37"E, 256.06 feet to an iron pipe of record at the southwest corner of a 12,100-sq-ft parcel granted to BP of Company and recorded at Deed Volume 732, page 712 (see K&K Drawing No. L-618) (this course passes an iron pipe (rod) in the east right-of-way line of Fort Amanda Road at 58.52 feet);

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- (7) thence northerly, at a right angle to the previous course, at N 05°29'23"E, 34.00 feet to an iron pipe of record at the northwest corner of said 2.199-acre parcel;
- (8) thence easterly with the north line of said 2.199-acre parcel, which line is also 16 feet southerly from and parallel with said centerline of original eastbound main track, at S 84°30'37"E, 2816.97 feet to the northeast corner of said 2.199-acre parcel (this course passes an iron pipe of record at 2813.97 feet);
- (9) thence southerly at S 06°40'27"W, 34.01 feet to an iron pipe of record at the southeast corner of said 2.199-acre parcel;
- (10) thence easterly with the south line of the railroad property at S 84°30'37"E, 6.40 feet (record distance was 4.55 feet) to an obstructed point in the west line of Metcalf Street;
- (11) thence southerly with the west line of Metcalf Street at S 00°00'22"W, 1623.32 feet to a railroad spike (set) in the west line of a 0.284-acre parcel granted to Lake Erie and Western Railroad Company and recorded at Deed Volume 178, Page 427;
- (12) thence south-southwesterly with said west line of 0.284-acre parcel at S 23°35'41"W, 623.52 feet to an iron pipe (set) at the southwest corner of said parcel, which is also in the northwest line of a 1.70-acre parcel granted to Lake Erie and Western Railroad Company and recorded at Deed Volume 123, Page 598;
- (13) thence southwesterly with the northwest line of said 1.70-acre parcel, which line is also 125 feet northwesterly from and parallel with the original centerline of main track of said railroad (typically measured at right angles), at S 52°13'59"W, 598.83 feet to an iron pipe (set) at an angle point in said northwest line;
- (14) thence southwesterly with the northwest line of said 1.70-acre parcel at S 45°43'52"W, 662.33 feet to an iron pipe (set) at the southwesternmost corner of said parcel, being also a point in the south line of the southeast quarter of said Section 1 that is a record distance of 94.80 feet easterly from the southwest corner of the southeast quarter of said Section 1;
- (15) thence southwesterly with the northwest line of the old Lake Erie and Western Railroad Company property (now Norfolk Southern), on a course that is 50 feet northwesterly from and parallel with the original centerline of main track, at S 52°13'59"W, 469.40 feet to an iron pipe of record at the corner of a 5.799-acre parcel granted to BP Oil Company and recorded at Deed Volume 730, Page 689 (see Kohli & Kallner Drawing No. L-913);
- (16) thence continuing southwesterly with the previous course, now also with the southeast line of said 5.799-acre parcel, at S 52°13'59"W, 3758.07 feet to a railroad spike of record in the centerline of Buckeye Road (this course passes an iron pipe (set) in the north right-of-way line of Buckeye Road at 3708.12 feet);

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- (17) thence westerly with the centerline of Buckeye Road at S 89°08'46"W, 109.89 feet to a railroad spike of record at a corner of the property granted to Shell Petroleum Company (Deed Volume 238, Page 494);
- (18) thence northeasterly with the southeast line of said Shell property, being also the northwest line of said 5.799-acre parcel, at N 52°13'59"E, 720.17 feet to an iron pipe of record in the east line of said Shell property [this course passes an iron pipe (set) in the north right-of-way line of Buckeye Road at 49.95 feet];
- (19) thence northerly with said east line of said Shell property at N 00°23'07"W, 662.02 feet to an iron pipe of record (see Kohll & Kalfner Drawing No. L-968);
- (20) thence easterly with the south line of lands granted to Sohio Chemical Company (Deed Vol. 449, Page 714) at N 89°59'07"E, 223.18 feet to an iron pipe of record at the southeast corner of said Sohio Chemical lands [this course passes the east line of the northeast quarter of said Section 11 at 114.25 feet];
- (21) thence northerly with the east line of said Sohio Chemical lands at N 00°03'35"W, 1562.76 feet to an iron pipe of record in the south line of the southwest quarter of said Section 1;

thence northerly into the southwest quarter of said Section 1 with the east line of lands granted to BP Chemicals, Inc. (Deed Volume 753, Page 743) on courses 22 thru 24 as follows:

- (22) N 01°41'28"W, 104.29 feet to an iron pipe (set);
- (23) N 07°39'12"W, 104.58 feet to an iron pipe (set);
- (24) N 00°02'31"W, 344.55 feet to an iron pipe (set) at the northeast corner of said BP Chemicals lands;
- (25) thence westerly with the north line of said BP Chemicals lands at S 89°40'41"W, 613.15 feet to an iron pipe (set) [this courses passes the west line of the southwest quarter of said Section 1 at 103.67 feet];

thence northerly, westerly, and southerly with the boundaries of a 3.831-acre parcel (proposed for sale to BP Chemicals in 1998) on courses 26 thru 28 as follows:

- (26) N 00°00'03"E, 375.00 feet to an iron pipe (set);
- (27) S 89°40'41"W, 445.00 feet to an iron pipe (set);
- (28) S 00°00'03"W, 79.26 feet to a P.K. nail (set);

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thence generally westerly with the boundaries of a lease area granted to W.R. Grace and Company - Connecticut (Lease Vol. 73, Page 47) on courses 29 thru 33 as follows:

- (29) N 53°51'04"W, 47.47 feet to a 3-inch dia. fence corner post of record;
- (30) N 89°59'57"W, 63.67 feet to an iron pipe of record;
- (31) N 00°00'03"E, 83.00 feet to a 3-inch dia. fence corner post of record;
- (32) N 89°59'57"W, 248.00 feet to a P.K. nail of record;
- (33) S 00°00'03"W, 22.10 feet to an iron pipe of record;

thence generally westerly with the north boundaries of said lands granted to BP Chemicals, Inc., on courses 34 thru 41 as follows:

- (34) N 84°17'46"W, 209.52 feet to an iron pipe (set);
- (35) N 04°09'50"E, 134.45 feet to an iron pipe (set);
- (36) N 83°40'53"W, 128.91 feet to an iron pipe (set);
- (37) S 26°25'21"W, 235.53 feet to a 3-inch dia. fence corner post of record;
- (38) N 88°28'16"W, 319.01 feet to a 3-inch dia. fence corner post of record;
- (39) N 76°56'49"W, 138.17 feet to a 3-inch dia. fence corner post of record;
- (40) N 56°40'24"W, 299.42 feet to an iron pipe of record in the east right-of-way line of Fort Amanda Road;
- (41) N 83°55'36"W, 76.02 feet to the POINT OF BEGINNING.

The area herein described contains 417.386 acres, but must be adjusted to account for the following landlocked parcel:

All those lands in the name of Ohio Power Company, as originally recorded in Deed Volume 247, Page 418 and later modified by Deed Volume 604, Page 233, being an area of 4.187 acres in a part of the southeast quarter of said Section 2, described by metes and bounds as follows:

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

thence northerly with the west line of said southeast quarter at N 00°12'57"W, 2855.40 feet to a concrete monument of record at the northwest corner of said southeast quarter;

thence easterly with the north line of said southeast quarter at N 88°50'33"E, 2638.00 feet to a concrete monument of record at the northeast corner of said southeast quarter

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thence southerly with the east line of said southeast quarter at S 00°19'25"E, 320.06 feet (record distance is 310.64 feet) to the centerline of the abandoned Fort Amanda Road;

thence southwesterly with said centerline of abandoned road at S 30°23'30"W, 521.47 feet to a railroad spike (set) at the southeasterly corner of a 1.446-acre parcel granted to Standard Oil Co. (Deed Vol. 504, page 233) and the POINT OF BEGINNING;

thence generally southwesterly with said centerline on courses 1 thru 2 as follows:

- (1) continuing S 30°23'30"W, 225.00 feet to a railroad spike (set) at a deflection point;
- (2) S 40°54'20"W, 169.24 feet to a railroad spike (set);
- (3) thence northwesterly at N 41°50'50"W, 492.59 feet to an iron pipe (set);
- (4) thence northeasterly at N 30°23'30"E, 416.13 feet to an iron pipe (set);
- (5) thence southeasterly at S 59°36'30"E, 140.00 feet to an iron pipe (set);

thence southwesterly and southeasterly with the boundaries of said 1.446-acre parcel on courses 6 and 7 as follows:

- (6) S 30°23'30"W, 175.00 feet to an iron pipe (set);
- (7) S 59°36'30"E, 360.00 feet to the POINT OF BEGINNING.

After accounting for this area of 4.187 acres, the resultant gross area of the grantor's lands in the aforesaid nine quarter-sections is 413.199 acres, of which 7.721 acres are subject to the rights-of-way of Buckeye Road (0.076 acres), Fort Amanda Road (7.625 acres), and Dbd Highway (0.020 acres), leaving a net area of 405.478 acres, subject further to all other legal easements or restrictions of record.

It is understood that the "Main Refinery Sale Area" includes all or part of the following tax map parcels as designated by the Allen County Auditor's Office:

1. 46-0100-03-001.000 (only that part southeast of Fort Amanda Road centerline—261.680 acres)
2. 46-0100-03-002.000 (all)
- 3.# 46-0108-05-001.001 (all)
4. 46-0204-01-002.000 (only that part south of Fort Amanda Road centerline—14.048 acres)
5. 46-0204-01-003.000 (only that part southeast of Fort Amanda Road centerline—63.072 acres)
6. 46-0204-01-004.000 (all)
7. 46-1100-01-010.000 (all)
8. 46-1100-01-008.000 (all)
9. 46-1200-02-009.001 (all)
10. 46-1200-02-007.000 (all)

#— This parcel is within the corporate limits of the City of Lima, Ohio. All other parcels are in Shawnee Township, Allen County, Ohio.

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Grantor claims title by instruments recorded at the Allen County Recorder's Office, as follows:

Deed Volume 219, Page 196
Deed Volume 343, Page 307
Deed Volume 462, Page 355
Deed Volume 463, Page 439
Deed Volume 504, Page 233
Deed Volume 730, Page 689
Deed Volume 732, Page 732

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This description is based on surveying work initially performed by Kohl & Kalher Associates, Inc., through June 1996 and verified in July 1998. Bearings are based on the coordinate grid established by K&K for BP Oil Refinery. Iron pipes set this survey and in previous surveys by K&K are 3/4-inch diameter by 30-inch long iron pipes capped with an orange plastic "K&K/LIMA" plug. Reference shall be made to K&K Drawing No. L-1062 (sheets 1 and 2) for a graphic representation of the subject survey.



Michael G. Buettner
Ohio Registered Surveyor No. 6881

(SEAL) AUG 2 1998

EXHIBIT "A" (Continued)

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**Tax Parcel Numbers
(All of Parcel Unless Shown)
Being Conveyed by Refinery Deed**

- 46-0100-03-001.000 -- (only that part southeast of Fort
Amanda Road centerline)
- 46-0100-03-002.000
- 46-0106-02-001.000
- 46-0106-02-005.000
- 46-0106-02-011.000
- 46-0106-02-015.000
- 46-0106-02-017.000
- 46-0106-02-018.000
- 46-0106-04-001.000
- 46-0108-05-001.001
- 46-0109-01-015.000
- 46-0109-01-017.000
- 46-0109-02-006.000
- 46-0109-03-010.000
- 46-0109-03-012.000
- 46-0204-01-002.000 -- (only that part south of Fort Amanda
Road centerline)
- 46-0204-01-003.000 -- (only that part southeast of Fort
Amanda Road centerline)
- 46-0204-01-004.000
- 46-1100-01-008.000
- 46-1100-01-010.000
- 46-1100-02-001.000
- 46-1100-02-003.000
- 46-1100-03-004.000 -- (only that part described as
Description XXV in Exhibit "A" of
the Deed)
- 46-1200-02-007.000
- 46-1200-02-009.001
- 46-0106-02-013.000

FILED AND RECORDED

June 7 2002
AT 12:42 O'CLOCK A.M.

Deed No. 897 PAGE 523
EDWARD P. ...
RECORDER ... CO., OHIO
FEE 50.00 PAID

Vandine

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200212317

**Exhibit B to Environmental Covenant: BP Amoco Chemical Company,
BP Products North America, Inc., and the Ohio Environmental Protection Agency
[Parcel F]**

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

1. A Ft. Amanda Road easement to Allen County, recorded in Volume 489, Page 304.
2. Certain easements to The Ohio Power Co., recorded in Volume 340, Page 569; Volume 344, Page 129; Volume 323, Page 443; Volume 601, Page 95; Volume 285, Page 243; Volume 248, page 137; Volume 248, Page 436; Volume 332, Page 57; Volume 482, Page 507; Volume 239, Page 161; Volume L-43, Page 423; Volume 267, Page 334; and Volume 832, Page 130.
3. Certain rights-of-way and easements to The Buckeye Pipe Line Co., recorded in Volume 144, Page 72; Volume L-38, Page 538; Volume 693, Page 283; Volume 693, Page 283; Volume 144, Page 72; Volume L-6, Page 479; Volume 108, Page 280; Volume 118, Page 148; Volume L-42, Page 433 of the Allen County, Ohio Recorder's Lease Records; Volume 693, Page 283; Volume L-38, Page 538 of the Allen County, Ohio, Recorder's Lease Records; and Volume 726, Page 267.
4. A right-of-way easement to Lima Telephone & Telegraph, recorded in Volume 377, Page 574.
5. Subject to an Agreement between Standard Oil Co. and Buckeye Pipe Line, recorded in Volume 486, Page 77.
6. Easements to Wood River Pipe Lines LLC, of record Volume 933, Page 69.
7. An easement to The Ohio Oil Company recorded in Volume L-15, Page 95 of the Allen County, Ohio Recorder's Lease Records.
8. A reservation of rights to Consolidated Rail Corporation, recorded in Volume 592, Page 660.
9. Easements to the City of Lima, recorded in Volume 562, Page 344; Volume 329, Page 419; Volume 844, Page 73; Volume 757, Page 657; and Volume 550, Page 557.
10. A reciprocal easement agreement between BP Chemicals Inc. and Arcadian Ohio, L.P., recorded in Volume 776, Page 325.
11. A reservation of rights from the Standard Oil Company, recorded in Volume 753, Page 743.
12. A certain Memorandum of Shared Services Agreement and easements and rights granted between B P Exploration & Oil Inc., B P Chemicals and Clark Refining & Marketing, Inc., of record Volume 845, Page 539.
13. A certain limited warranty deed and amendment of shared services agreement and easements and rights granted therein by and between Clark Refinery & Marketing Inc. and B P Chemicals, Inc., of record Volume 849, Page 495.

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34A

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FILED AND RECORDED
 OCT 25 20 05
 AT 11:55 O'CLOCK A M
 VOL 948 PAGE 847
 MONA S. LOSH
 RECORDER, ALLEN CO., OHIO
 FEE 198.00 PAID

Deed

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Enew Schumaker

TRANSFER NOT NECESSARY

OCT 25 2005

Ben E. Diepenbrock, Allen County Auditor
NO FEE 545

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- 14. A certain deed and amendment of shared services agreement and easements and rights granted therein by and between The Premcor Refinery Group Inc., f.k.a. Clark Refinery & Marketing Inc. and B P Chemicals, Inc., of record Volume 893, Page 242.