



**Environmental
Protection Agency**

John R. Kasich, **Governor**
Mary Taylor, **Lt. Governor**
Scott J. Nally, **Director**

Certified Mail

June 8, 2012

Ms. Lori Littrell
BP Products North America Inc.
150 W. Warrensville Rd
Naperville, IL 60563

**Re: Environment Covenant for
BP Products North America Inc.
OHD 005 057 542**

Dear Ms. Littrell:

Enclosed is a certified copy of the Environmental Covenant (Covenant) issued to BP-Husky Refining LLC and BP Products North America Inc. (Owner), on June 8, 2012.

The second original copy of the Covenant has been returned to your attorney for filing. It is the obligation of the Owner, pursuant to paragraph 10 of the Covenant, to complete the filing at the Office of the Lucas County Recorder and pursuant to paragraph 17 of the Covenant, to distribute copies of the recorded Covenant.

If you have any questions, please do not hesitate to contact Fran Kovac, OHIO EPA, Office of Legal Services, at (614) 644-3037.

Sincerely,

Brian Dearth, Management Analyst Supervisor
Division of Materials and Waste Management

ec: Fran Kovac, Legal
Dawn Pleiman, DERR, NWDO
Michael Terpinski, DMWM, NWDO
Ed Lim, CO-DERR
Lori Littrell, BP

This document is a true and accurate copy of the original document as filed in the records of the Ohio Environmental Protection Agency

OHIO E.P.A.

JUN -8 2012

ENTERED DIRECTOR'S OFFICE

BY Dan J. Lassiter Date: 6-8-12

To be recorded with Deed
Records - ORC § 317.08



ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by BP-Husky Refining LLC 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 described in section 2 herein ("the Property") to the activity and use limitations set forth herein.

Whereas, Owner BP-Husky Refining LLC ("Owner") is the owner of approximately 550.247 acres of real property located in Navarre Tract and Cheno Tract of the City of Oregon, Lucas County, Ohio, which consists of Parcel Nos. 4406355, 4451821, and 4451822 and which is legally described and defined in Exhibit A attached hereto ("Property"); and

Whereas, BP Products North America Inc. ("Holder") is one of the permittees pursuant to an Ohio Hazardous Waste Facility Installation and Operation Permit, U.S. EPA ID No. OHD 005 057 542, Ohio Permit No. 03-48-0411, initially issued on May 23, 2002 and modified on several occasions including September 12, 2005 and October 31, 2006, that authorizes BP to conduct identified hazardous waste management activities on the Property (the "Permit"); and

Whereas, pursuant to the Permit, Holder has completed a Resource Conservation and Recovery Act Facility Investigation ("RFI") at the Property to collect sufficient data to identify potential releases from Waste Management Units ("WMU") and areas of concern, evaluate any potential risks posed by site conditions; and

Whereas, the Statement of Basis for Corrective Measures issued on November 18, 2004, determined that contaminants of concern at the Property included polycyclic aromatic hydrocarbons, chromium, arsenic and lead; and

Whereas, Holder has performed certain corrective measures, including but not limited to selective excavation and disposal of contaminated sludge and soil, installing an ecological cover, removal of water from pits, and demolition of certain structures; and

Whereas, the human health risk assessment performed during the RFI assumed the BP site would be limited to industrial land use until such time as risk values for unrestricted land use are achieved. One of the remedies selected through the Permit requires the

implementation of site-wide institutional controls that limit the future use of the Property in a manner that is consistent with the risk values for the site; and

Whereas, the Administrative Record of the remediation is maintained in files titled "BP Products," "BP Products N America," and "BP Husky Refining" at the following location:

Ohio EPA, Northwest District Office, 347 North Dunbridge Road, Bowling Green, Ohio 43402.

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 approximately 550.247 acres consisting of Lucas County Parcel Nos. 4406355, 4451821, and 4451822 owned by BP-Husky Refining LLC, located at 4001 Cedar Point Road, in Lucas County Oregon, Ohio, and more particularly described in Attachment A attached hereto and hereby incorporated by reference herein ("Property").
3. **Owner.** This Property is owned by BP-Husky Refining LLC ("Owner"), which is located at 4001 Cedar Point Road, Oregon, Ohio.
4. **Holder.** Pursuant to ORC § 5301.81, the holders of this Environmental Covenant ("Holder") are the Owner listed above and BP Products North America Inc., which is located at 4101 Winfield Road, Warrenville, Illinois, 60555.
5. **Activity and Use Limitations.** As required by the 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. Outdoor Parks and Playgrounds;
 - vi. Correctional Facilities;
 - vii. Hospitals and other extended care medical facilities; and

- viii. Transient or other residential facilities.
- ix. Production of food-chain products by agricultural means for animal or human consumption

The term "Industrial Activities" shall include but is not limited to, facilities which supply goods or services to the public and facilities engaged in 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. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use 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 activity and 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 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, and shall require such access as a condition of any transfer of the Property or any portion thereof.

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 rule 3745-50-42(B), (C), and (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 Environmental Covenant, Owner shall record, in the office of the Lucas 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 _____, 201____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE LUCAS COUNTY RECORDER ON _____, 201____, IN [DOCUMENT _____, or BOOK____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS 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. Outdoor Parks and Playgrounds;
- vi. Correctional Facilities;
- vii. Hospitals and other extended care medical facilities; and
- viii. Transient or other residential facilities.
- ix. Production of food-chain products by agricultural means for animal or human consumption

The term "Industrial Activities" shall include but is not limited to, facilities which supply goods or services to the public and facilities engaged in 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. In the event that any activity by the holder of an encumbrance on the Property, identified in paragraph 12 below, constitutes a violation of these activity and use 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 interests or encumbrances listed and described in Exhibit B attached 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 persons, identified in Exhibit B, described above, that hold any interest (e.g. encumbrance) in the Property and notified such persons 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 or by which Owner may be bound or affected.

13. Amendment or Termination. This Environmental Covenant may be amended or terminated 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 Lucas County Recorder's Office, and shall provide a true file and date-stamped 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 Lucas 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 Property is located, and any other person designated by Ohio EPA.

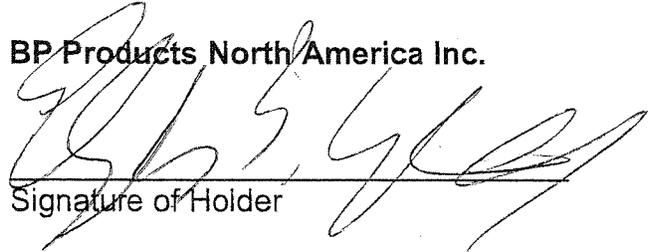
18. Notice. Any document or communication required by this Environmental Covenant shall be submitted to:

Ohio Environmental Protection Agency
Lazarus Government Center
Division of Environmental Response and Revitalization
P.O. Box 1049
Columbus, Ohio 43216-1049

and

Ohio Environmental Protection Agency

BP Products North America Inc.


Signature of Holder

ELIZABETH S. JORDANOFF, VICE PRESIDENT MAY 29, 2012
Printed Name and Title Date

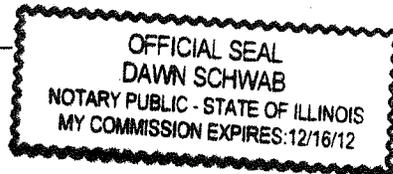
State of ILLINOIS)
County of DUPAGE)

ss:

Before me, a notary public, in and for said county and state, personally appeared ELIZABETH S. JORDANOFF, 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 29th day of MAY, 2012.


Notary Public





URS Corporation
564 White Pond Drive
Akron, OH 44320
Tel: 330-836-9111
Fax: 330-836-9115
www.urscorp.com

EXHIBIT A

LEGAL DESCRIPTION

(550.247 Acres)

A parcel of land situated in part of the Navarre Tract and Cheno Tract, also part of Fractional Section 26 and part of Fractional Section 27 of Township 9 South, Range 8 East, Michigan Survey, City of Oregon, Lucas County, State of Ohio, and being further described as follows:

Beginning at a brass plate found marking the centerline intersection of Bayshore Road (60' R/W) and Dupont Road (60' R/W):

Thence South 00°42'55" East, along the east line of said Navarre Tract, also being the centerline of said Dupont Road, a distance of 874.56;

Thence South 89°12'23" West, along the north line of a parcel of land conveyed to CITGO Petroleum Corporation by Lucas County Recorder (LCR) Instrument No. 20040102-0000193, a distance of 759.00 feet;

Thence North 00°42'55" West, along said CITGO Petroleum Corporation parcel, a distance of 223.00 feet;

Thence South 89°17'05" West, along said CITGO Petroleum Corporation parcel, a distance of 735.00 feet;

Thence South 00°42'55" East, along said CITGO Petroleum Corporation parcel, a distance of 1481.63 feet;

Thence North 89°17'05" East, along said CITGO Petroleum Corporation parcel, a distance of 720.00 feet;

Thence South 00°42'55" East, along said CITGO Petroleum Corporation parcel, a distance of 209.29 feet;

Thence North 89°17'05" East, along said CITGO Petroleum Corporation parcel, a distance of 774.00 feet;

Thence South 00°42'55" East along the centerline of said Dupont Road, a distance of 1146.85 feet;

Thence North 89°17'49" East, along the centerline of said Dupont Road, a distance of 790.93 feet;

Thence South 01°11'16" East, along the west line of a parcel of land reserved to Buckeye Pipe Line Company by instrument recorded in Deed Volume 1635, page 233, a distance of 145.00 feet;

Thence North 89°17'49" East, along said Buckeye Pipe Line Company parcel, a distance of 80.89 feet;

Thence North 00°27' 11" West, along said Buckeye Pipe Line Company parcel, a distance of 145.00 feet;

Thence North 89°17'49" East, along the centerline of said Dupont Road, a distance of 785.00 feet;

Thence South 00°48'41" East, along the centerline of said Dupont Road, a distance of 2656.60 feet;



Legal Description Cont'd

550.247 Acres

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Thence South $88^{\circ}58'14''$ West, a distance of 3993.67 feet;

Thence South $88^{\circ}44'38''$ West, along the centerline of right-of-way of said Cedar Point Road (R/W varies), a distance of 1323.48 feet;

Thence South $88^{\circ}44'48''$ West, along the centerline of right-of-way of said Cedar Point Road, a distance of 800.80 feet;

Thence South $88^{\circ}22'26''$ West, along the centerline of right-of-way of said Cedar Point Road, a distance of 1106.84 feet;

Thence North $28^{\circ}50'12''$ East, along the centerline of right-of-way of Otter Creek Road, a distance of 760.93 feet;

Thence along the centerline of right of way of said Otter Creek Road, following a curve to the right having a radius of 1913.42 feet, a curve length of 222.03 feet, a tangent of 111.14 feet, an interior angle of $06^{\circ}38'55''$, a chord bearing of North $32^{\circ}09'40''$ East and a chord distance of 221.91 feet;

Thence North $35^{\circ}29'07''$ East, along the centerline of right of way of said Otter Creek Road, a distance of 1215.03 feet;

Thence North $36^{\circ}23'51''$ East, along the centerline of right of way of said Otter Creek Road, a distance of 1042.81 feet;

Thence North $35^{\circ}43'51''$ East, along the centerline of right of way of said Otter Creek Road, a distance of 926.74 feet;

Thence along the centerline of right of way of said Otter Creek Road, following a curve to the left having a radius of 2457.15 feet, a curve length of 672.79 feet, a tangent of 338.51 feet, an interior angle of $15^{\circ}41'17''$, a chord bearing of North $27^{\circ}53'12''$ East, and a chord distance of 670.69 feet;

Thence North $20^{\circ}02'34''$ East, along the centerline of right of way of said Otter Creek Road, a distance of 1268.93 feet;

Thence North $89^{\circ}17'05''$ East, along the south line of a parcel of land conveyed to CITGO Petroleum Corporation by LCR Instrument No. 20040102-0000193, a distance of 803.41 feet;

Thence North $00^{\circ}42'55''$ West, along the east line of said CITGO Petroleum Corporation parcel, a distance of 100.00 feet;

Thence South $89^{\circ}17'05''$ West, along the north line of a parcel of land conveyed to CITGO Petroleum Corporation by LCR Instrument No. 20040102-0000193, a distance of 764.96 feet;

Thence along the centerline of right of way of said Otter Creek Road, following a curve to the right having a radius of 1000.13 feet, a curve length of 326.66 feet, a tangent of 164.80 feet, an interior angle of $18^{\circ}42'49''$, a chord bearing of North $31^{\circ}13'44''$ East, and a chord distance of 325.21 feet;

URS

Legal Description Cont'd

550.247 Acres

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Thence North 40°35'08" East, along the centerline of right of way of said Otter Creek Road, a distance of 606.79 feet;

Thence along the centerline of right of way of said Otter Creek Road, following a curve to the right having a radius of 573.06 feet, a curve length of 487.52 feet, a tangent of 259.61 feet, an interior angle of 48°44'36", a chord bearing of North 64°57'26" East, and a chord distance of 472.95 feet;

Thence North 89°19'44" East, along the centerline of right of way of said Otter Creek Road, a distance of 1355.44 to the Point of Beginning of the parcel of land herein described and containing 550.247 acres of land, more or less, and is subject to all prior interests of record as determined by David P. Povich, Ohio Professional Surveyor No. 7773 and is based on Document 20080403-0016567 of the Lucas County Records. This document was prepared without the benefit of a field survey.

The Basis of Bearings for the legal description herein described was established from Document 20080403-0016567 of the Lucas County Records and should only be used for the purpose of describing horizontal angular measurement.



A handwritten signature in black ink, appearing to read "D. P. Povich", written over a horizontal line.

David P. Povich

Registered Surveyor No. 7773

10/03/2011
Date

EXHIBIT B

ENCUMBRANCES

4001 CEDAR POINT ROAD, OREGON, OH 42616

- A. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
 - B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
 - C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
 - D. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
 - E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
 - F. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
-
- 1. RIGHT OF WAY TO THE BUCKEYE PIPE LINE COMPANY DIVISION, OF RECORD IN DEED VOLUME 494, PAGE 174, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
 - 2. RESERVATIONS OF RECORD IN DEED VOLUME 520, PAGE 568, RECORDERS OFFICE, LUCAS COUNTY, OHIO.
 - 3. PIPE LINE AGREEMENT WITH THE BUCKEYE PIPE LINE COMPANY, OF RECORD IN DEED VOLUME 538, PAGE 558, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
 - 4. AGREEMENT FOR PIPE AND TELEGRAPH LINES WITH THE BUCKEYE PIPE LINE COMPANY OF RECORD IN DEED VOLUME 701, PAGE 165, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
 - 5. AGREEMENT AND EASEMENTS TO THE TOLEDO EDISON COMPANY, OF RECORD IN DEED VOLUME 745, PAGE 245, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.

6. LICENSE AGREEMENT WITH THE TOLEDO EDISON COMPANY, OF RECORD IN DEED VOLUME 788, PAGE 478, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
7. AGREEMENT WITH THE BUCKEYE PIPE LINE COMPANY, OF RECORD IN LEASE VOLUME SI, PAGE 217, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
8. LICENSE AGREEMENT WITH THE TOLEDO EDISON COMPANY, OF RECORD IN DEED VOLUME 811, PAGE 391, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
9. PIPE LINE AGREEMENT WITH THE BUCKEYE PIPE LINE COMPANY, OF RECORD IN DEED VOLUME SI, PAGE 346, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
10. EASEMENT FOR RIGHT OF WAY TO THE PURE OIL COMPANY (SUCCESSORS AND ASSIGNS), OF RECORD IN DEED VOLUME 819, PAGE 186, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
11. EASEMENT FOR HIGHWAY PURPOSES OF RECORD IN DEED VOLUME 909, PAGE 516, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
12. RIGHT OF WAY TO THE BUCKEYE PIPE LINE COMPANY, OF RECORD IN LUCAS COUNTY VOLUME 1007, PAGE 598, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
13. EASEMENT TO THE TOLEDO EDISON COMPANY, OF RECORD IN DEED VOLUME 1093, PAGE 45, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
14. PIPE LINE RIGHT OF WAY AGREEMENT WITH SINCLAIR REFINING COMPANY, RECORD IN DEED VOLUME 1123, PAGE 587, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
15. MODIFICATION OF LICENSE AGREEMENT WITH THE TOLEDO EDISON COMPANY, OF RECORD IN DEED VOLUME 1132, PAGE 274, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
16. RESERVATIONS AND RIGHTS OF RECORD IN DEED VOLUME H34, PAGE 14, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
17. EASEMENT TO THE OHIO BELL TELEPHONE COMPANY, OF RECORD IN DEED VOLUME 1221, PAGE 175, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
18. PIPE LINE RIGHT OF WAY AGREEMENT WITH SOHIO PIPE LINE COMPANY, OF RECORD IN DEED VOLUME 1235, PAGE 401, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
19. DEDICATION OF LAND FOR OTTER CREEK ROAD, OF RECORD IN DEED VOLUME 1291, PAGE 378, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
20. RESERVATIONS AND RIGHTS, OF RECORD IN DEED VOLUME 1308, PAGE 560, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
21. PIPE LINE RIGHT OF WAY AGREEMENT WITH SOHIO PIPE LINE COMPANY, OF RECORD IN DEED VOLUME 1310, PAGE 455, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.

22. AGREEMENT AND EASEMENT FOR PIPE LINE AND WIRE LINE RIGHTS OF WAY WITH THE BUCKEYE PIPE LINE COMPANY OF RECORD IN DEED VOLUME 1311, PAGE 519, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
23. PIPE LINE RIGHT OF WAY AGREEMENT WITH BUCKEYE PIPE LINE COMPANY OF RECORD IN DEED VOLUME 1311, PAGE 533, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
24. PIPE LINE RIGHT OF WAY AGREEMENT WITH THE PURE OIL COMPANY OF RECORD IN DEED VOLUME 1312, PAGE 98, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
25. PIPE LINE RIGHT OF WAY AGREEMENT WITH TOLEDO NORTHERN PIPE LINE COMPANY OF RECORD IN DEED VOLUME 1312.PAGE 106, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
26. PIPE LINE RIGHT OF WAY AGREEMENT WITH SINCLAIR REFINING COMPANY OF RECORD IN DEED VOLUME 1312, PAGE 119, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
27. EASEMENT TO THE OHIO BELL TELEPHONE COMPANY, OF RECORD IN DEED VOLUME 1319, PAGE 474, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
28. EASEMENT TO THE OHIO FUEL GAS COMPANY, OF RECORD IN DEED VOLUME 1683, PAGE 326, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
29. PIPE LINE RIGHT OF WAY AGREEMENT OF RECORD IN DEED VOLUME 1804, PAGE 308, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
30. PIPE LINE RIGHT OF WAY AGREEMENT OF RECORD IN DEED VOLUME 1951, PAGE 443, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
31. PIPE LINE RIGHT OF WAY AGREEMENT OF RECORD IN DEED VOLUME 1972, PAGE 627, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
32. RESERVATIONS AND RIGHTS OF RECORD IN DEED VOLUME 1989, PAGE 74, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
33. PIPE LINE EASEMENT TO WOLVERINE PIPE LINE COMPANY, OF RECORD IN DEED VOLUME 1996, PAGE 894, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
34. AMENDMENT OF EASEMENT AGREEMENT OF RECORD IN DEED VOLUME 2000, PAGE 638, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
35. AGREEMENT WITH UNION OIL COMPANY OF RECORD IN DEED VOLUME 2127, PAGE 276, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
36. EASEMENT TO THE TOLEDO EDISON COMPANY, OF RECORD IN DEED VOLUME 2296, PAGE 15, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
37. EASEMENT TO CITY OF OREGON, OF RECORD IN LUCAS VOLUME 2435, PAGE 271, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.

38. RIGHT OF WAY AGREEMENT WITH SUN PIPE LINE COMPANY OF RECORD IN DEED MICROFICHE NO. 77-484-B04, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
39. PIPE LINE RIGHT OF WAY AGREEMENT WITH SUN PIPE LINE COMPANY OF RECORD IN DEED MICROFICHE NO. 78-111-D03, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
40. PIPE LINE RIGHT OF WAY AGREEMENT WITH PETROLEUM FUEL AND TERMINAL COMPANY (APEX OIL COMPANY) OF RECORD IN DEED MICROFICHE NO. 82-155-D03, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
41. CATHODIC PROTECTION FACILITIES INSTALLATION AGREEMENT OF RECORD IN DEED MICROFICHE NO. 86-423-BI2, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
42. DEED OF NOTICE OF RECORD IN DEED MICROFICHE NO. 95-196-A09, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
43. EASEMENT TO CITY OF OREGON, OF RECORD IN DEED MICROFICHE NO. 96-176-C08, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
44. EASEMENT TO CITY OF OREGON, OF RECORD IN DEED MICROFICHE NO. 96-176-C10, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
45. EASEMENT TO STATE OF OHIO, OF RECORD IN DEED MICROFICHE NO. 96-196-D07, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
46. AGREEMENT WITH CITY OF OREGON OF RECORD IN DEED MICROFICHE NO. 98-354-D09, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
47. EASEMENT AGREEMENT WITH CITY OF OREGON OF RECORD IN DEED MICROFICHE NO. 98-355-A01, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
48. PIPE LINE RIGHT OF WAY AGREEMENT WITH BUCKEYE PIPE LINE COMPANY OF RECORD IN INSTRUMENT NUMBER 20040224-0013371, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
49. PIPE LINE RIGHT OF WAY AGREEMENT WITH BUCKEYE PIPE LINE COMPANY OF RECORD IN INSTRUMENT NUMBER 20040224-0013373, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
50. MODIFICATION OF EASEMENT WITH CITGO PETROLEUM CORPORATION OF RECORD IN INSTRUMENT NUMBER 20040430-0034057, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
51. USE RESTRICTION AGREEMENT OF RECORD IN INSTRUMENT NUMBER 20040623-0051325, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
52. USE RESTRICTION AGREEMENT OF RECORD IN INSTRUMENT NUMBER 20040623-0051326, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.
53. USE RESTRICTION AGREEMENT OF RECORD IN INSTRUMENT NUMBER 20040623-0051327, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.

54. DEED NOTICE OF HAZARDOUS WASTE MANAGEMENT ACTIVITIES OF RECORD IN INSTRUMENT NUMBER 20040701-0053901, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.

NOTE: THE ABOVE WAS RECEIVED FOR SECOND RECORD AND RECORD IN INSTRUMENT NUMBER 20040706-0054971.

55. THE CAPTION PREMISES ARE SUBJECT TO UNRECORDED LEASES, IF ANY. EXCEPTION IS TAKEN IN THIS TITLE COMMITMENT AND POLICY TO BE ISSUED TO ALL TERMS AND CONDITIONS CONTAINED IN SAID LEASES, TO THE TENANCY RIGHTS OF PERSONS IN POSSESSION OF ALL OR A PART OF THE LAND AND TO THE RIGHTS OF OTHERS CLAIMING BY, THROUGH OR UNDER SAID LESSEE'S INTEREST.

56. UNPAID SEWER AND/OR WATER CHARGES, IF ANY.

57. FINANCING STATEMENT BETWEEN STANDARD OIL COMPANY, BEING THE DEBTOR, AND AIR PRODUCTS AND CHEMICALS, INC., BEING THE SECURED PARTY, FILED FOR RECORD MAY 11, 2000, AS REFERENCED IN FINANCING STATEMENT NO. 505216, RECORDER'S OFFICE, LUCAS COUNTY, OHIO.

NOTE: CONTINUED ON MARCH 21, 2005 AS INSTRUMENT NUMBER 20050321-0018488.

58. REAL ESTATE TAXES DUE AND PAYABLE AND TAXES THAT ARE A LIEN, BUT NOT YET DUE AND PAYABLE.