

**QUIT CLAIM DEED**

Prepared by:

BP Products North America Inc.  
30 S. Wacker Drive  
Suite 900  
Mail Code 8N  
Chicago, IL 60606  
Attention: Joseph P. Cashman, Esq.

When recorded, return to, and mail tax notice to:

Richard Dalley  
715 N. Freeze Creek Circle  
Salt Lake City, UT 84108

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Grantor"), with its principal office address at BP Products North America Inc., 30 S. Wacker Drive, Suite 900, Chicago, IL 60606, for the consideration of One U.S. Dollar and No/100ths (U.S. \$1.00) and other good and valuable consideration in hand paid, by these presents does hereby REMISE, RELEASE, CONVEY AND QUIT CLAIM (without any covenant, representation or warranty of any kind), TO: **RICHARD DALLEY**, an individual ("Grantee"), with an office address at 715 N. Freeze Creek Circle, Salt Lake City, UT 84108, as of June 8, 2011 (the "Transfer Date"), the following described real estate (collectively, the "Property"), situated in the County of Davis, State of Utah, more particularly described as follows, to wit:

See legal description set forth on **Exhibit A** attached hereto and incorporated herein.

Address of Real Estate: 329 N. Main Street, Clearfield, UT 84015  
Tax Identification Number: 14-071-0085

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or

equity, of, in and to the Property, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

1. Use and Operating Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the use and operating restrictions, notices, acknowledgments, and covenants described on Exhibit B attached hereto (collectively, the "Use and Operating Restrictions"). Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Grantor.

2. Grantee's Indemnification of Grantor.

Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property or any portion thereof (collectively, the "Grantee Parties"), by acceptance of this Quit Claim Deed ("Deed"), hereby agrees, except as may otherwise be provided in the Agreement (as hereinafter defined), to assume responsibility for, and shall protect, indemnify, defend (with counsel reasonably acceptable to the Grantor Parties (as hereinafter defined), and hold harmless, and does hereby waive, release and discharge, Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and assigns (collectively, the "Grantor Parties"), from and against any claim for liabilities, any and all actions or causes of action at law or in equity, claims, demands, obligations, losses, damages, liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) of whatever kind or nature, sustained, suffered or incurred by any of the Grantor Parties directly or indirectly arising out of, resulting from, relating to or connected with (a) any breach of Grantee's duties, liabilities, obligations, or covenants under Section 8 of the Agreement; (b) use of the Property which is in violation of or inconsistent with the Use and Operating Restrictions; (c) except for and subject to Grantor's contractual obligations under Section 8 of the Agreement to perform certain "Government Required Environmental Work" for "Hydrocarbon Contamination" and certain other "Hazardous Materials", any "Hazardous Materials" (including without limitation any Hydrocarbon Contamination) (as those terms are defined in the Agreement) that may exist or come to exist at the Property as of the Transfer Date or any time thereafter, and any Government required environmental work for same; or (d) any act or omission on the part of any Grantee Party during such Grantee Party's presence or activity on or about the Property prior to the Transfer Date, including during any Due Diligence.

3. Condition of Property.

Grantee has accepted the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the Agreement (collectively, the "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (a) the fact that all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (b) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition (subject only to Grantor's Contractual Obligations to Grantee), and (c) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations to Grantee). Grantee does, by its acceptance of this Deed, represent and warrant that it is

familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MATERIAL OR IMMATERIAL), CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE, CONDITION, DESIGN, OPERATION, CAPACITY, MONETARY VALUE, NATURE, AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS, AND WITH ALL FAULTS" CONDITION EXISTING ON THE TRANSFER DATE, SUBJECT ONLY TO THE CONTRACTUAL OBLIGATIONS.

4. Grantor's Right of Access and Entry Upon the Property; Cooperation.

Grantor hereby reserves for itself and the other Grantor Parties the right to enter upon and access the Property (free from any charge or fee) from time to time to remove certain personal property and conduct certain inspections, remediation and other activities, all as more particularly described in Sections 4(C) and 8 of the Agreement. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or any of Grantee's interests therein. In the event Grantor is involved in any remediation efforts or in obtaining environmental site closure with respect to the Property for any reason whatsoever, Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property (the "Government") in obtaining environmental site closure to commercial standards for any environmental contamination relating to or arising out of Grantor's prior use of the Property.

5. Further Assurances.

Grantor and Grantee shall execute, acknowledge and deliver to the other party at the reasonable request of the other party or the Title Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time whether before or after the Transfer Date in order to effectuate the provisions of this Deed or the transaction contemplated herein or to confirm or perfect any right or restriction to be created or transferred hereunder or pursuant to this transaction, provided that the party being requested to deliver such instruments or take such other actions shall not be required to incur any material expense in connection therewith.

Grantee shall, from time to time, upon request of Grantor, execute and deliver to Grantor, and hereby authorizes Grantor to record in the appropriate governmental or other public records, such further documents and instruments and perform such acts as Grantor may reasonably deem appropriate to perfect, aid or assist in the imposition and/or recording of the Environmental Restrictions as defined in Exhibit B hereto, including but not limited to restrictions pursuant to Utah Code Ann. § 57-25-101 to -114, provided that such further documents, instruments or actions are consistent with the terms or intent of the Agreement (as defined below), including but not limited to such documents as are required or authorized by the Government. Grantee shall, at Grantor's request, provide to Grantor evidence of compliance with all Laws, including, without limitation, the results of tank and line tightness tests, product inventory data, tank gauging data and tank leak detection data.

6. Entire Understanding.

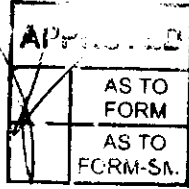
All of the provisions of this Deed, including without limitation, the Use and Operating Restrictions, shall run with the land and each portion thereof, shall bind and restrict the Property and each

portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee, and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity (if any) so expressly noted herein, but no other. This Deed, the exhibits annexed hereto and that certain Purchase and Sale Agreement dated as of May 16, 2011 (and any attachments and exhibits thereto) between Grantor and Grantee (the "Agreement") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor this 8<sup>th</sup> day of June, 2011.

**BP PRODUCTS NORTH AMERICA INC.,**  
a Maryland corporation



By: *[Signature]*  
Name: Daniel R. Fiden  
Title: Portfolio and Business Development Manager

STATE OF Illinois )  
  )SS  
COUNTY OF Cook )

I, Ivy A. Letourneau, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel R. Fiden, personally known to me to be the Portfolio and Business Development Manager of BP Products North America Inc., a Maryland corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Portfolio and Business Development Manager he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of June, 2011.

*[Signature]*  
Notary Public

My Commission Expires: 10/7/12



**EXHIBIT A TO QUIT CLAIM DEED****LEGAL DESCRIPTION**

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF U.S. HIGHWAY 91 AND THE NORTH LINE OF 300 NORTH STREET, IN CLEARFIELD, UTAH, SAID POINT BEING WEST 56.201 FEET AND NORTH 0°04'00" EAST 29.269 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; ALSO SAID POINT BEING SOUTH 89°37'20" EAST 336.00 FEET FROM THE SOUTHEAST CORNER OF GRAND VIEW ACRES SUBDIVISION AS RECORDED AND ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE, TO THE POINT OF BEGINNING; THENCE RUNNING SOUTH 89°37'20" WEST 227.000 FEET; THENCE NORTH 0°04'00" EAST 148.703 FEET; THENCE EAST 227.00 FEET TO THE WEST LINE OF SAID U.S. HIGHWAY 91; THENCE SOUTH 0°04'00" WEST 150.20 FEET ALONG SAID WEST LINE OF U.S. HIGHWAY 91 TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION CONVEYED TO UTAH DEPARTMENT OF TRANSPORTATION BY QUIT-CLAIM DEED RECORDED AUGUST 20, 2003 AS ENTRY NO. 1900706 IN BOOK 3357 AT PAGE 66 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A TRAFFIC SAFETY IMPROVEMENT KNOWN AS PROJECT NO. STP-0126(6)6, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 126 (MAIN STREET) AND THE NORTH RIGHT-OF-WAY OF SR-107 (300 NORTH) AT A POINT 55.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF SR-126 OF SAID PROJECT AT ENGINEERING STATION 20+33.04, SAID POINT BEING WEST (EQUALS NORTH 89°36'32" WEST HIGHWAY BEARING) 56.20 FEET (55.50 FEET BY DAVIS COUNTY SURVEY TIE SHEET) AND NORTH 0°04'00" EAST (EQUALS NORTH 00°20'48" EAST HIGHWAY BEARING) 29.27 FEET (33.00 FEET PER HIGHWAY RIGHT OF WAY) FROM THE SOUTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE SOUTH 89°37'20" WEST (EQUALS NORTH 89°36'32" WEST HIGHWAY BEARING) 33.00 FEET TO A POINT 33.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTERLINE OF SAID SR-107 AT ENGINEERING STATION 9+11.47; THENCE NORTH 44°39'25" EAST (EQUALS NORTH 45°00' EAST HIGHWAY BEARING) 46.95 FEET TO SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 0°04'00" WEST (EQUALS SOUTH 00°20'48" WEST HIGHWAY BEARING) 33.43 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

**ADDRESS: 329 N. Main, Clearfield, UT**

**PIN: 14-071-0085**

**EXHIBIT B**  
**TO**  
**QUIT CLAIM DEED**

Use and Operating Restrictions, Notices, Acknowledgments, and Covenants

Grantee covenants and agrees, for and on behalf of itself and the other Grantee Parties, that the following use and operating restrictions, notices, acknowledgments, and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity (if any) so expressly noted herein, but no other, and shall bind and restrict the Property for the time periods set forth herein:

I. **Petroleum-Related Restriction:** No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, as a motor fuel sales facility, petroleum station, gasoline station, automobile service station, automobile repair shop, oil change facility, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, or other petroleum products, unless any such use is in connection with the operation of the Property as a Grantor branded service station (collectively, but subject to the exclusions set forth in the immediately succeeding sentence, the "**Petroleum Restriction**"). The Petroleum Restriction shall not prohibit the following uses, all of which are hereby excluded from the definition of Petroleum Restriction, provided that each such use is not part of any non-Grantor branded facility: (i) a convenience store, (ii) quick service or take-out restaurant, (iii) car wash, (iv) the retail sale of automobile parts or accessories (including tires and batteries), and (v) the packaged sale of petroleum products to consumers as part of a retail operation that does not derive the majority of its gross sales proceeds on the Property from the sale of petroleum lubricants or fuels. For purposes hereof, "**Grantor branded service station**" shall mean a motor fuel sales facility operating under the brand BP, Amoco, Arco or any other brand of Grantor or any of its affiliates or their respective successors and assigns. For purposes hereof, "**non-Grantor branded service station**" shall mean any motor fuel sales facility, petroleum station, gasoline station, automobile service station, automobile repair shop, oil change facility or similar facility that is not a Grantor branded service station.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a user of, operator of, or supplier of Grantor branded fuels to lands or retail operations in the County in which the Property is located. These restrictive covenants will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. **Environmental Matters.**

A. **Environmental Restrictions.** To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

1. **Groundwater Exposure Restriction.** No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property

(collectively, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or environmental corrective action work on the Property now or in the future.

2. Residential Use Restriction. The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. Construction and Excavation Restrictions.

3.1 Engineered Barriers and Below-grade Restriction. Grantee shall place any engineered barrier on the Property as may be required by the Government. Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "Below-grade Restriction").

3.2 Construction Workers' Caution Statement. Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "Construction Workers' Caution Restriction"). Such training shall at a minimum include both an initial 40 hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

3.3 Removal and Disposal of Soil and Groundwater. No soils shall be excavated at or removed from the Property, unless the soil is excavated and/or removed (as applicable) in a manner and (in the case of removal of soils) to a disposal facility approved in writing in advance by Grantor, and any management, excavation and removal of soil at or from the Property must be governed by a written soil management plan in form and substance acceptable to Grantor ("Soil Management Plan") that will be developed at the time of Grantee's (or any other Grantee Party's) request for removal or excavation of soil. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan and (b) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "Soil and Groundwater Removal Restriction"). Except as may be otherwise expressly provided in the Soil Management Plan that has been approved by Grantor or in the Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

3.4 Relocation of Corrective Action Equipment; Development. In the event that monitoring wells or other remediation equipment and any related improvements (collectively, the



“Corrective Action Equipment”) owned by Grantor are: (a) present at the Property on the date of this conveyance in connection with any Hydrocarbon Contamination or any other Hazardous Materials for which Grantor is responsible pursuant to Section 8(B)(i) of the Agreement; (b) subsequently required to be present on the Property after the date of this conveyance by the Government in connection with any Hydrocarbon Contamination or any other Hazardous Materials for which Grantor is responsible pursuant to Section 8(B)(i) of the Agreement; or (c) otherwise installed at the Property by or on behalf of Grantor in connection with any Hydrocarbon Contamination or any other Hazardous Materials for which Grantor is responsible pursuant to Section 8(B)(i) of the Agreement or otherwise, no Grantee Party will interfere with the use or operation of the Corrective Action Equipment, or damage or destroy (or permit the damage or destruction of) any Corrective Action Equipment. In the event Grantee or any other Grantee Party damages or destroys any Corrective Action Equipment, Grantee or such other Grantee Party (as applicable) shall pay, upon demand, Grantor’s costs in repairing or replacing it.

Grantee shall submit to Grantor a copy of plans for any construction or relocation of any improvements on the Property, or any excavation, demolition, regrading, repaving, landscaping or other development activity at the Property performed by any person on the Property (excluding work by Grantor and any renovations solely to the interior of buildings that have no impact on Seller’s Work) at the Property (“Development”) for Grantor’s review and consent at least thirty (30) days prior to the commencement by anyone of any Development activities on the Property. No Grantee Party shall remove or relocate any Corrective Action Equipment without the prior written consent of Grantor. In the event that Grantor consents to any such removal or relocation, then either (at Grantor’s sole election): (y) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors acceptable to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation); or (z) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

3.5 Cooperation. Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with the Government in obtaining a No Further Action Determination or other similar site closure determination, to commercial standards, for any Hydrocarbon Contamination and any other Hazardous Materials for which Seller is responsible pursuant to Section 8(B)(i) of the Agreement. Said cooperation may include, but not be limited to, the following: (a) execution of any and all documentation as may be necessary, in Grantor’s sole discretion, to obtain a No Further Action Determination or other similar site closure determination for the Property (which documentation may impose further use and operating restrictions similar to those set forth in this Exhibit B on the use of the Property by Grantee and the other Grantee Parties, including but not limited to restrictions pursuant to Utah Code Ann. § 57-25-101 to -114); (b) attendance at any meetings requested by Grantor relating to the Hydrocarbon Contamination, any other Hazardous Materials for which Seller is responsible pursuant to Section 8(B)(i) of the Agreement and Government required environmental work efforts; and/or (c) such other further acts as may be required in order to obtain a No Further Action Determination or other similar site closure determination for any Hydrocarbon Contamination or any other Hazardous Materials for which Seller is responsible pursuant to Section 8(B)(i) of the Agreement. Should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by Grantor (such reasonableness to be determined by Grantor in its sole discretion)), Grantee or Grantee Parties hereby irrevocably appoint any Environmental Business Manager of Grantor (or any successor corporation thereto) as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties. Grantee and each of the other Grantee Parties further authorize Grantor to record one or more No Further Action Determinations, deed

acknowledgments, Government orders or similar notices against the Property, if or when the same is/are issued by the Government.

3.6 Notice. Any notices required to be given to Grantor shall be given using the following address:

BP Products North America Inc.  
c/o James Schaeffer, Project Manager  
501 Westlake Park Blvd.  
Westlake 1  
Houston, TX 77079  
Phone Number 281-366-1221  
Fax Number 281-366-7094

B. Duration. The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and affirmative covenants and those restrictions, notices, acknowledgments and covenants set forth in Sections 3.4 and 3.5 above (collectively, the "Environmental Restrictions"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor's sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee's request, release a portion or portions of the Environmental Restrictions from the Property upon Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the Government approves the releasing of that portion or portions of the Environmental Restrictions.

III. Certain Environmental Acknowledgments, Covenants and Notices.

A. Prior Use. Grantee acknowledges that the Property may have been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

B. USTs. Grantee acknowledges that underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. Notice of Environmental Restrictions upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following form: "The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ County

Deed Records at Volume \_\_\_\_, Page \_\_\_\_ and having Document No. \_\_\_\_\_ as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed are void, voidable or otherwise unenforceable in accordance with their terms.

IV. Defined Terms; Successors; Other.

Unless otherwise expressly noted herein, all initially capitalized terms used in this Exhibit B shall have the meanings ascribed to such terms as set forth in the Deed to which this Exhibit B is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Exhibit B, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Exhibit B shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President Barack H. Obama. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this Exhibit B shall, to any extent, be invalid or unenforceable, the remainder of this Exhibit B (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this Exhibit B shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this Exhibit B on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any other Grantee Party shall breach any of the covenants or restrictions set forth in this Exhibit B, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

[End of Exhibit B to Deed]