COPY

LAND USE COVENANT

Blue Flash Oil, Inc., has entered into a Voluntary Remediation Agreement hereinafter referred to as 'the Agreement") with the Division of Environment Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code 22-22-1 through 22-22-21 (hereinafter referred to as "the Act") for certain property, located at Kegley in Rock District, Mercer County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Mercer County, West Virginia. In the Agreement, the current owner of a parcel of property located on the site, David Eugene Snider, hereinafter referred to as "Owner", has agreed to the imposition of the restrictions on this property, as required by the Agreement the covenant by recorded in the office of the Clerk of the Mercer County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial action required by the Agreement.

NOW THEREFORE, the following restrictions shall apply to this property:

1. The Owner shall prohibit all activities on the property which may interfere with the remedial action required by the Agreement.

2. The Owner shall prohibit all activities by himself or his tentants that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to: The Owner shall not install a new ground water well or use an existing ground water well for irrigation or human consumption.

3. The Owner shall restrict the uses of the property to: The Owner shall not be restricted in use of property except to the extent limited in Item #2.

4. The Owner shall provide written notice to the director of the Division of Environmental Protection of the intent to transfer in the property.

5. The Owner shall not convey any title, easement, or other interest in the

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Shaffer & Shaffer, 211 Kanawha Blvd, E., P.O. Box 3973, Charleston, WV 25339

property without adequate and complete provision for the continued implementation, operation and maintenance of any remedial action that has been implemented on the property pursuant to the Agreement and without assuring prevention of the releases and exposures described in the provisions of paragraph 2, above.

6. The Owner shall grant the West Virginia Division of Environmental Protection and its designated representatives the right to enter the property at reasonable times for the purpose of monitoring compliance with the Agreement, and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities, and inspect records all as provided in the Agreement.

7. The Division of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.

8. In accordance with the provisions of the Act regarding land use covenant, W.Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, the Land Use Covenant relieves the applicant, its successors and assigns, the Owner and any subsequent successors and assigns of the Owner, and any person identified in W.Va. Code §22-22-18 from all civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.

9. The restriction and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any feature owners, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or release signed of the Clerk of the County Commission of the county where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.

10. If any provisions of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.

11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the director of the West Virginia Division of Environmental Protection, or his successor in accordance with regulations promulgated by the director of his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the Owner shall record such amendment, modification or termination with the Clerk of the Mercer County Commission, and within 5 days thereafter the Owner shall provide a true copy of the recorded amendment, modification or termination to the director of the Division of Environmental Protection.

12. The undersigned persons executing this Land Use Covenant on behalf of the Owner represent and certify that they are authorized and have been fully empowered to execute and deliver this Land Covenant.

13. During the execution of the Voluntary Remediation Plan, the Applicant, Blue Flash Oil, Inc. and its licensed remediation specialist and the company employing the licensed remediation specialist. shall present to the Owner a valid and current certificate of insurance showing liability coverage in the amount of $1,000,000 and workmen's compensation coverage meeting statutory minimum requirements, or a workmen's compensation certificate of good standing from the appropriate State agency.

14. During the execution of the Voluntary Remediation Plan, Blue Flash Oil, Inc. and Simon & Associates, Inc. hereby agree to indemnify the Owner for any claim or suit made by any employee or representative of Blue Flash Oil, Inc. and Simon & Associates, Inc. against the Owner and to indemnify the Owner for all attorney fees, damages and costs associated with such claims. The Owner agrees and understands that he his not indemnified for his own acts of negligence.

IN WITNESS WHEREOF, the said Owner of the above-described property and the director of the Division of Environmental Protection have caused this Land Use Covenant to be executed this

27th day of February, 1998.

SIGNED:

David Snider
Owner

SUBJECT TO ACCEPTANCE OF VOLUNTARY REMEDIATION PROGRAM APPLICATION BY W.VDEP BY JUNE 1, 1998

Ken Ellison
Director, Division of Environmental Protection

I, Paula K. Hinkle, a Notary Public in and for the State and County aforesaid, do hereby certify that David Snider. Whose name is signed to the writing above, bearing sate the 27th day of February, 1998, has this day acknowledged same to be his true act and deed.

Given under my hand this the 27th day of February. 1998

My commission expires December 17, 2007

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
PAULA K. HINKLE
SHAFFER & SHAFFER
P. O. BOX 3973
CHARLESTON, WV 25339-3973
My Commission Expires December 17, 2007

Paula K. Hinkle
Notary Public

I, Dianna L Dearien, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison. Whose name is signed to the writing above, bearing sate the 21st day of December, 1998, has this day acknowledged same to be his true act and deed.

Given under my hand this the 21st day of December. 1998

My commission expires February 16, 2000

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIANNA LYNN DEARIEN
OFFICE OF LEGAL SERVICES
1356 HANSFORD STREET
CHARLESTON, WV 25301
My Commission Expires Feb. 16, 2000

This DEC 30 1998 2:28 PM
the foregoing writing was presented in said office and duly admitted to record therein.
Teste: Rudolph D. Jennings Clerk