

LAND USE COVENANT

FORMER PENNZOIL-QUAKER STATE COMPANY HUNTINGTON TERMINAL
18th STREET AND VIRGINIA AVENUE
HUNTINGTON, WEST VIRGINIA
VRP No. 04505

Pennzoil-Quaker State Company dba SOPUS Products ("PQS") entered into a Voluntary Remediation Agreement executed on March 21, 2002 (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-22 (hereinafter referred to as "the Act"), for certain property, located at 18th Street and Virginia Avenue in Huntington, Cabell County, West Virginia and more particularly described in a deed of record (Deed Book 683, pages 558 and 559) in the office of the Clerk of the County Commission of Cabell County, West Virginia. Paragraph 75 of the Agreement requires PQS, as the owner of said property, to file a Land Use Covenant with the Clerk of the Cabell County Commission. The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Cabell 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 actions required by the Agreement.

NOW THEREFORE, PQS, hereinafter referred to as "Owner," and the Secretary have provided in the Agreement, 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 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 prohibited activities include, but are not limited to:

a) Any excavation or other penetration of the subsoil below the water table in the yellow shaded area of **Figure 1** unless such excavation or penetration shall be conducted by a contractor who is qualified and knowledgeable about releases and exposure to contaminants known to exist at the site. The contractor will be required to perform the work in accordance with a site specific Health and Safety Plan developed by an LRS or similarly qualified individual. Alternately, a contractor working under the direct supervision of an LRS, or similarly qualified individual may be used.

b) Any extraction of groundwater at the site for any potable or non-potable use, except monitoring.

3. The Owner shall restrict the uses of the property to:

a) Commercial and industrial use. The restriction prohibits use of the property for any residential use, including schools, daycare centers, nursing homes, or any other use considered to be residential in nature.

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4. The Owner shall provide written notice to the Secretary of the Department of Environmental Protection of the intent to transfer any interest in the property.
5. The Owner shall not convey any title, easement, or other interest in the 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 Department 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 Department 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 covenants, W. Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves 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 restrictions and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any future 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 by the Secretary and the Owner at the time of such modification or release, and filed in the office 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 provision 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 Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with

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regulations promulgated by the Secretary or 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 Cabell Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

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

IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 9th day of February, 2006.

SIGNED:

Wq Robinson

Pennzoil-Quaker State Company
dba SOPUS Products ("PQS" or "Owner")

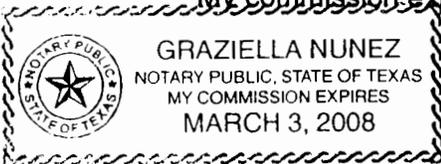
Ken Ellison, Director

Secretary, Department of Environmental Protection

I, Graziella Nunez, a Notary Public in and for the State and County aforesaid, do hereby certify that William A. Robinson whose name is signed to the writing above, bearing date the 16th day of January, 2006 has this day acknowledged same to be his true act and deed.

Given under my hand this the 16th day of January, 2006.

My commission expires March 3, 2008



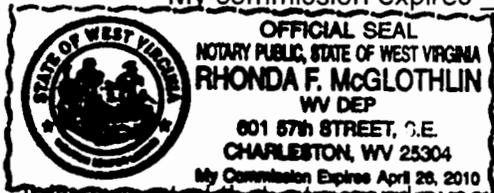
Graziella Nunez
Notary Public

I, Rhonda J. McBlottlin, 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 date the 9th day of February, 2006, has this day acknowledged same to be his true act and deed.

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Given under my hand this the 9th day of February, 2006.

My commission expires April 26, 2010



Rhonda F. McGlothlin
Notary Public

It is requested that a true and executed copy of the recorded deed with this attached Land Use Covenant be forwarded to the Secretary of the West Virginia Department of Environmental Protection to the following address:

One original to:
ATTN: Ken Ellison, Director
WVDEP-OER
601 57th Street, SE
Charleston, WV 25304

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LEGEND

- MW-49 MONITORING WELL
- TMW/VSB-49 TEMPORARY MONITORING WELL
- VSB-49 SOL BORING
- NS-49 NEAR-SHORE SEDIMENT AND WATER SAMPLE LOCATION
- BS-49 SURFACE SOIL SAMPLE LOCATION
- FORMER AST LOCATION
- AST
- B
- UNQUALIFIED DUE TO LABORATORY BLANK CONTAMINATION PROBLEMS
- CONTOUR LINE (FEET MEAN SEA LEVEL)
- BARBED WIRE FENCE
- GASOLINE PIPELINE
- OVERHEAD UTILITIES
- PROPERTY LINE
- SANITARY SEWER
- STORM SEWER
- WATER LINE
- UTILITY POLE
- WATER VALVE
- WATER METER
- CONTROL POINT
- BENCH MARK
- FIRE HYDRANT
- MANHOLE
- STORM DRAIN

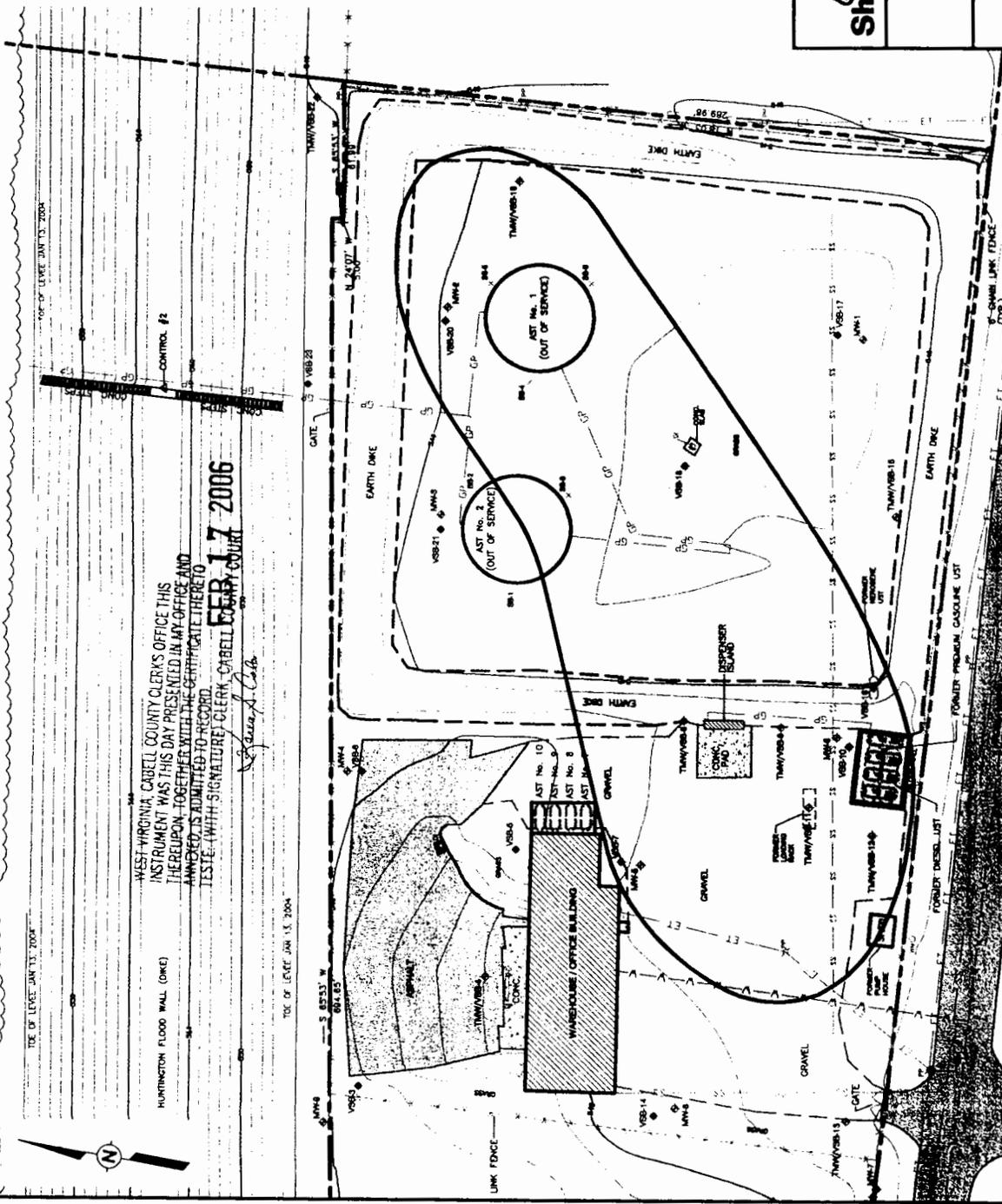
- NOTES:
1. ASSUMED HORIZONTAL CONTROL
 2. VERTICAL DATA FROM USGS'S BENCH MARK W111, DATED 1956
 3. PROPERTY LINES FROM DEED - PROPERTY SURVEY NOT PERFORMED



PENNZOIL - QUAKER STATE COMPANY

FIGURE 1

FORMER PQS HUNTINGTON TERMINAL
 18TH STREET AND VIRGINIA AVENUE
 HUNTINGTON, WEST VIRGINIA



WEST VIRGINIA, CABELL COUNTY CLERK'S OFFICE THIS INSTRUMENT WAS THIS DAY PRESENTED IN MY OFFICE AND THEREUPON TOGETHER WITH THE CERTIFICATE HERETO ANNEXED IS ADMITTED TO RECORD.
 TESTE (WITH SIGNATURE) CLERK, CABELL COUNTY, W. VA.
FEB 17 2006
[Signature]

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