

LAND USE COVENANT

Princetonlo, LLC ("Princetonlo") has entered into a Voluntary Remediation Agreement (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 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at I-77 and U.S. Highway 460 in Princeton, East River District, Mercer County, West Virginia and more particularly described on Exhibit A. In the Agreement, the current owner of this property, Blue Flash Oil Company, Inc., hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement. 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 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 actions 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 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:
 - a. Development of the site for residential use and ownership; and
 - b. The extraction of ground water for any use except for ground water monitoring.
3. The Owner shall restrict the uses of the property to nonresidential property, as the term is defined in West Virginia Code, Section 22-22-2(q), and such uses may include the operation of the property as a Lowe's Home Center.
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 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 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 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 Mercer County 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 14th day of June, 2005.

SIGNED:

Blue Flash Oil Co
Property Owner
Blue Flash Oil Company, Inc.
By: Dan M. Akers, its President
Ken Ellison, Director
Secretary, Department of Environmental Protection

State of VA
County of Tazewell

I, Kimberly M. Thomas a Notary Public in and for the State and County aforesaid, do hereby certify that Dan M. Akers the _____, President of Blue Flash Oil Company, Inc., whose name is signed to the writing above, bearing date the 14th day of June, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 14th day of June, 2005

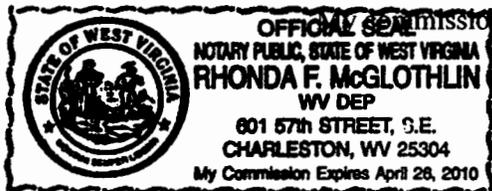
My commission expires: Dec. 31, 2007

Kimberly M. Thomas
Notary Public

I, Rhonda J. McGlothlin 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 11th day of July, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 11th day of July, 2005

My commission expires: April 26, 2010



Rhonda J. McGlothlin
Notary Public

Please return the recorded document to the Secretary of the WVDEP, Attn: Wilma Pomeroy, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.

Exhibit A

Legal Description

“Blue Flash” Tract

LYING AND BEING in the East River District, Mercer County, Princeton, West Virginia and being more particularly described as follows:

BEGINNING at a point located at a corner of the property of MVK Investments, Inc. (now or formerly) pursuant to instrument recorded in Book 692, Page 167, and running thence with the property lines of MVK Investments, Inc. the following five (5) courses and distances: (1) North 16-43-57 East 110.00 feet to a point; (2) South 89-23-03 East 40.42 feet to a point; (3) North 16-43-57 East 59.67 feet to a point; (4) South 57-49-03 East 110.00 feet to a point; and (5) South 85-46-59 East 44.95 feet to an iron rod located in the Westerly margin of the right-of-way of Interstate 77 Exit Ramp; thence with the Westerly margin of the right-of-way of the Interstate 77 Exit Ramp, South 31-53-20 West 167.84 feet to an iron pipe; thence North 16-43-57 East 37.56 feet to a point; thence North 87-33-03 West 149.48 feet to a point, the POINT OR PLACE OF BEGINNING, and containing approximately 0.523 acres, all as shown on that certain survey prepared by Tysinger, Hampton and Partners entitled “Survey for Princetonlo, LLC” dated 04/13/04 as last revised 06/04/04.