

Escrow/Title No.:377028-011

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE
COMPANY, AND WHEN RECORDED,
RETURN TO:

BP West Coast Products LLC
4 Centerpointe Drive, 4th Floor
La Palma, California 90623-1066
Attn: Jeamilette Castro-Gallo

(h) ARCO No.: 05581
SCDB Facility No.: 29526
DOFO No.: 83135
Location: 830 Moore Street
Sedro Woolley, WA 98284



200903240061
Skagit County Auditor

3/24/2009 Page 1 of 11 1:53PM

GUARDIAN NORTHWEST TITLE CO.

45469-3

FOR RECORDER'S USE

WA Type 3 Sites – Owner and Operator are Different

**DECLARATION OF ENVIRONMENTAL RESTRICTION AND
OTHER ENVIRONMENTAL COVENANTS AND CONDITIONS**

Tax Account Number: 350424-1-001-0004

Abbreviated Legal Description: Lot 1 BLA Survey 9107120026A
PTN NE 1/4 OF NE 1/4, 24-35-4 E W.M.

This Declaration of Environmental Restriction and Other Environmental Covenants and Conditions (this "Declaration") dated March 24, 2009, is made by EWB PROPERTIES, LLC, a Washington limited liability company ("Owner"), and EB&W OIL, INC., a Washington corporation ("Operator"), for the benefit of ATLANTIC RICHFIELD COMPANY, a Delaware corporation ("ARCO"), and BP WEST COAST PRODUCTS LLC, a Delaware limited liability company ("BP").

RECITALS

A. ARCO or ARCO's dealer operated an ARCO-branded gasoline station on the real property in the County of Skagit, State of Washington, described in the attached Exhibit "A" (the "Real Estate").

B. As of January 1, 2002, ARCO conveyed substantially all of its refining and marketing assets, including the Real Estate, to BP. BP America Inc., a Delaware corporation, owns both ARCO and BP.

C. In connection with the signing and recording of this Declaration, BP conveyed the Real Estate to Owner.

D. By separate agreement, Owner leases the Real Estate to Operator.

E. By this Declaration, Owner and Operator intend to impose certain restrictions on the Real Estate.

AGREEMENT

THEREFORE, Owner and Operator agree and declare as follows:

1. BP's Access Right.

1.1 Grant of Access Right. After the date on which this Declaration is recorded (the "Effective Date"), BP and BP's representatives will have the unrestricted right to enter on the Real Estate in order to assess, monitor, and perform corrective action (which may include natural attenuation) on any Pre-Closing Contamination, including without limitation the Washington Department of Ecology to the extent that the Agency requires for gasoline station use (the "Corrective Action"). The term "Pre-Closing Contamination" means hydrocarbons, TPHg (total petroleum hydrocarbons as gasoline), MTBE and other fuel additives, petroleum, and petroleum derivative products released into the soil or groundwater during BP or ARCO gasoline station operations conducted on the Real Estate by BP or ARCO and its subsidiaries before the Effective Date. The term "Agency" means the environmental regulatory agency that has jurisdiction over the assessment and remediation of Pre-Closing Contamination. BP shall give Operator prior oral or written notice of its exercise of this right to enter (the "Access Right"). In exercising the Access Right, BP shall attempt to minimize, to the extent reasonably possible, any interference with the operation of the business on the Real Estate, except in the case of an emergency, as determined by BP. In conducting its operations on the Real Estate, Owner and Operator shall attempt to minimize, to the extent reasonably possible, any interference with the Corrective Action. BP will have sole discretion to determine the Corrective Action schedule, technique, method, and design; and BP may contest and appeal any decision of the Agency. Owner shall cooperate with BP in obtaining Agency approval for any Corrective Action. The Access Right includes, without limitation, the right to (i) perform soil and groundwater investigations, (ii) install, operate, monitor, maintain, repair, close, and remove equipment (including piping and wells) for the Corrective Action, and (iii) have service trucks on the Real Estate. As part of any equipment installation, BP may cut and remove portions of the asphalt and concrete. But BP shall patch any asphalt and concrete that it removes with comparable asphalt and concrete. BP will not be required to pay any rent or other compensation to Owner or Operator for the Access Right or the portion of the Real Estate occupied by the equipment used in performing the Corrective Action.

1.2 Termination and Resumption of Access Right. The Access Right will terminate 90 days after BP receives a letter issued by the Agency stating that, based on certain assumptions and conditions, the Agency will not require BP to perform any further Corrective Action regarding the Real Estate (the "No Further Action Letter"). But if, after the Agency issues the No Further Action Letter, the Agency requires BP to perform further Corrective Action, the Access Right will resume until 90 days after BP receives a new No Further Action Letter for the further Corrective Action. But, in all events, the Access Right will terminate 25 years after the Effective Date.



2. Owner's and Operator's Notification Obligations. For 25 years after the Effective Date, Owner and Operator shall notify BP within 14 days after (i) any on-site visit by the Agency, (ii) Owner's receipt of correspondence from the Agency regarding any Corrective Action, (iii) any release of a Hazardous Material on or about the Real Estate requiring regulatory notification, or (iv) any activity on or about the Real Estate that impacts BP's rights under this Declaration or BP's performance of any Contractual Obligation (as defined in Section 3), other than the activities covered by Owner's and Operator's notification obligation in Section 8.1. For the purposes of this Declaration, "Hazardous Material" shall mean any flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including, but not limited to, those materials and substances which may now or hereafter be defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances", "regulated substances", "industrial solid wastes", or "pollutants" as broadly defined by federal, state or local law. The term Hazardous Material includes, without limitation, any Pre-Closing Contamination.

3. Owner's and Operator's Acceptance of the Condition of the Real Estate. Owner and Operator acknowledge that Pre-Closing Contamination is present on, under, or near the Real Estate. Owner and Operator have accepted the Real Estate, including without limitation its environmental condition, in "AS IS" condition on the Effective Date, subject to any other obligation that BP may have under the Sealed Bid Real Estate Sale Agreement for Dealer-Owned, Franchisee-Operated Facility or any other written agreement entered into between Owner, Operator and BP before the Effective Date, to conduct any Corrective Action (a "Contractual Obligation"). In addition, when the Agency issues the No Further Action Letter, Owner and Operator will be considered to have accepted the Real Estate in "AS IS" condition as of the date of the No Further Action Letter. Owner acknowledges that the purchase price paid to BP for the Real Estate reflects (i) the effect of this Declaration on the Real Estate and (ii) any presence, whether known or unknown, of Pre-Closing Contamination, subject to any right that Owner might have to require BP to perform any Contractual Obligation.

4. Owner's and Operator's Waiver of Environmental Claims. Each of Owner and Operator, for itself and its heirs, successors, and assigns (including without limitation all future owners of the Real Estate), waives any claim that it might have against ARCO, BP, or ARCO's or BP's officers, directors, employees, parents, subsidiaries, divisions, members, or affiliates (collectively, the "BP Entities") based on or related to the presence of any Hazardous Material on, under, or about the Real Estate at the Effective Date (including, without limitation, any claim under the Washington Model Toxics Control Act or any similar statute), whether discovered before or after the Effective Date. These claims include, without limitation, (i) claims that might arise after the Effective Date and (ii) claims that Owner or Operator did not know or suspect to exist when Owner or Operator signed this Declaration. Until the Agency issues the No Further Action Letter, the waived claims will not include any claims arising from any material breach by BP of (a) its Contractual Obligation or (b) the conditions to the Access Right.

5. Owner's and Operator's Environmental Indemnification of the BP Entities. Owner and Operator shall indemnify and defend the BP Entities from all liabilities, damages, losses, claims, costs, and expenses (including reasonable attorneys' fees) that the indemnified person incurs arising from the presence of any Hazardous Material on, under, or about the Real Estate, whether the release of the Hazardous Material occurred before or after the Effective Date. Until the Agency issues the No Further Action Letter, the indemnified claims will not include any



claims arising from (a) any material breach by BP of its Contractual Obligation, or (b) any material breach of the conditions to the Access Right.

6. Baseline Data. For purposes of this Declaration, only Contamination within the Contamination concentration levels (the "Contamination Levels") and the Contamination areas (the "Contamination Areas") comprising the Baseline Data will be considered Pre-Closing Contamination. The term "Contamination" means hydrocarbons, TPHg, MTBE and other fuel additives, petroleum, and petroleum derivative products present in the soil or groundwater. The term "Baseline Data" means the Contamination Levels and Contamination Areas disclosed in the reports entitled: Data Testing Conducted prepared by Northwest Tank & Environmental Services Inc. dated March 29, 2007 and Letter dated June 22, 2007 from State of Washington Department of Ecology to Delta Environmental, regarding the Real Estate, decreased to any lower Contamination Levels or smaller Contamination Areas disclosed in any Qualified Report obtained by BP after the Effective Date. The term "Qualified Report" means a subsurface investigation report on the soil or groundwater at or under the Real Estate that has been prepared and certified by a geologist or professional engineer who is licensed by the state in which the Real Estate is located and who is not affiliated with ARCO, BP, Owner or Operator.

7. Environmental Insurance. Owner shall obtain private insurance issued by an insurer with an AM Best financial strength rating of A or better and a financial size rating of XV which provides cleanup and coverage for any petroleum release discovered after the Effective Date which results from the use and operation of the Real Estate after the Effective Date. Such insurance shall provide limits of not less than \$250,000 per occurrence, shall name BP West Coast Products LLC as an additional insured, and shall provide at least 60 days advance written notice before expiration or earlier termination. Owner shall provide BP proof of coverage on or before the Effective Date. Such insurance shall be maintained for the longer of the following periods: (a) five (5) years after Closing, or (b) the date upon which BP receives a No Further Action Letter or equivalent decision from the Agency.

8. Construction, Excavation, and Similar Restrictions.

8.1 Notice of Owner's and Operator's Improvement Plans. During any period in which the Access Right is in effect (the "Access Period"), Owner and Operator shall provide BP with information regarding Owner's plans for improving the Real Estate, at least 40 days before Owner or Operator starts any grading or construction work at the Real Estate, so that BP can determine whether or not Owner's or Operator's planned improvements will interfere with the Access Right or adversely affect the Corrective Action. Additionally, during the Access Period, Owner and Operator must obtain BP's written approval (not to be unreasonably withheld) before conducting any grading, constructing any improvement, or installing any equipment that BP determines would be likely to interfere with the Access Right or adversely affect any Corrective Action.

8.2 Excavation Restriction. Except as provided in Section 8.5, for a period of 25 years after the Effective Date, neither Owner nor Operator shall excavate any soil in any Restricted Area at a depth greater than four feet below the grade of the Restricted Area at the Effective Date. The term "Restricted Area" means each area shown on the attached Exhibit "B" with (i) the label "Restricted Area" or (ii) with a label that includes the words "Restricted Area."



8.3 Construction Restriction. Except as provided in Section 8.5, until 90 days after BP receives the No Further Action Letter, neither Owner nor Operator shall construct or install any improvement on or under any Restricted Area, except for asphalt surfacing or landscaping. But the landscaping must not include trees or hardscape. Thereafter, until 25 years after the Effective Date, Owner or Operator may construct or install improvements on or under any Restricted Area, but only if the construction or installation does not involve excavation at a depth greater than four feet below the grade of the Restricted Area at the Effective Date.

8.4 Underground Storage Tank and Petroleum Hydrocarbon Restrictions. Except as provided in Section 8.5, for a period of 25 years after the Effective Date, neither Owner nor Operator shall (i) install any underground storage tank for petroleum hydrocarbons on or under any Restricted Area or (ii) otherwise store or treat petroleum hydrocarbons on or under any Restricted Area.

8.5 Certain Permitted Work. The provisions of Sections 8.2 through 8.4 will not be considered to prohibit Owner or Operator from (i) performing any corrective action on soil or groundwater under any Restricted Area that is contaminated with a Hazardous Material, to the extent required by the Agency, (ii) removing or replacing any underground gasoline storage tank or any gasoline lines located under any Restricted Area, or (iii) storing petroleum hydrocarbons in the existing or replaced underground gasoline storage tanks. But Owner and Operator must perform that work in compliance with all applicable governmental requirements and perform, and pay for, the sampling, transportation, and disposal of any soil or groundwater that the Agency may require as a result of those activities described in Section 8.5(i) and (ii).

8.6 Owner's and Operator's Damage to BP's Wells. If Owner or Operator or their respective tenants, representatives, agents, or contractors damage any of BP's remediation system, associated piping, or monitoring, vapor extraction, or other wells at the Real Estate (the "BP Equipment"), Owner or Operator shall reimburse BP promptly, for the cost of repairing or replacing that BP Equipment. In addition, if Owner or Operator or their respective tenants, representatives, agents, or contractors cover any of BP's monitoring, vapor extraction, or other wells at the Real Estate, Owner shall locate and uncover those wells and raise the Christie box surrounding the casing for those wells to the surface elevation, and Owner shall reimburse BP promptly for the cost of that work.

9. Notices. Notices relating to this Declaration must be in writing (except as set forth in Section 1.1) and sent to the addresses set forth below. But a party may change its address for notices by giving notice as required by this Section 9. A written notice will be considered given (i) when personally delivered, (ii) two business days after deposit in the United States Mail as first class mail, certified or registered, return receipt requested, with postage prepaid, (iii) one business day after deposit with a reputable overnight delivery service for next business day delivery, or (iv) on the business day of successful transmission by electronic facsimile. The parties' addresses for notices are as follows:



To Owner: EWB Properties, LLC
29305 Las Terreno Lane
Valencia, California 91354
Attn: Ehab Dahabreh

Facsimile: 661-257-6458

To Operator: EB&W Oil, Inc.
29305 Las Terreno Lane
Valencia, California 91354
Attn: Ehab Dahabreh

Facsimile: 661-257-6458

To BP: BP West Coast Products LLC
4 Centerpointe Drive, LPR 4-428
La Palma, California 90623-1066
Attn: Manager, Western Environmental Services Team

Facsimile: (714) 670-5195

10. Entire Agreement; Modification; Waiver. This Declaration (including any attached Exhibits) contains the entire agreement between Owner, Operator and BP with respect to any restrictions on Owner's and Operator's use and operation of the Real Estate and the other matters that are the subject of this Declaration. Any modification of this Declaration must be in writing and signed by Owner, Operator and BP. Any waiver of a provision of this Declaration by Owner, Operator or BP must be in writing.

11. Governing Law. The internal laws of the State of California govern this Declaration.

12. Interpretation. The captions appearing in this Declaration are for convenience of reference only, and they do not affect the meanings of the provisions of this Declaration. In this Declaration, each gender includes the other gender. Words in the singular include the plural and vice versa, when appropriate. The word "person" includes natural individuals and all other entities. The word "cost" includes any cost or expense. The word "term" includes any covenant, condition, representation, warranty, or other provision that is part of this Declaration. Whenever a provision of this Declaration requires Owner, Operator or BP to perform an act, that person must do so at its sole cost (unless otherwise stated in connection with that provision).

13. Further Acts. Owner, Operator and BP shall each do all things that the other reasonably requests to carry out the purpose of this Declaration.

14. Attorneys' Fees. If a dispute arises with respect to this Declaration and if BP prevails in the dispute, then BP will be entitled to recover from Owner and Operator the reasonable costs and expenses that BP incurred in enforcing its rights under this Declaration, including reasonable attorneys' fees.



15. Restrictions Run with the Land. ARCO's and BP's rights under this Declaration, Owner's and Operator's obligations under this Declaration, any restrictions on the use and operation of the Real Estate, and any waivers by Owner and Operator under this Declaration (collectively, the "Rights and Restrictions") are for the benefit of the BP Entities, and their successors and assigns. The Rights and Restrictions run with the Real Estate and bind Owner's and Operator's successors and assigns, including future owners of the Real Estate, for the benefit of the BP Entities, and their successors and assigns. The Rights and Restrictions are intended to constitute equitable servitudes that burden the Real Estate.

[Signatures appear on the following page]



OWNER:

EWB PROPERTIES, LLC,
a Washington limited liability company

By: _____
Ehab Dahabreh
Manager

OPERATOR:

EB&W OIL, INC.,
a Washington corporation

By: _____
Ehab Dahabreh
President



State of California)
County of Los Angeles) ss.

On March 17, 2009, before me, Aykanush Akopyan, a Notary Public, personally appeared Ehab Dahabreh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (Seal)
Notary Public



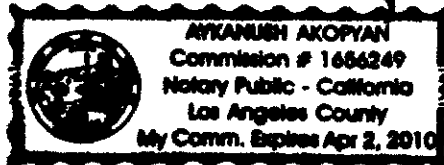
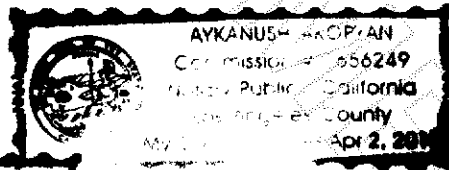
State of California)
County of Los Angeles) ss.

On March 17, 2009, before me, Aykanush Akopyan, a Notary Public, personally appeared Ehab Dahabreh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (Seal)
Notary Public



h#05581/SCDB#29526
2142112.2/17468.039

Declaration of Environmental Restriction



200903240061
Skagit County Auditor

**EXHIBIT "A"
LEGAL DESCRIPTION**

Site #05581

LOT 1 OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JULY 12, 1991, UNDER AUDITOR'S FILE NO. 9107120026, RECORDS OF SKAGIT COUNTY, WASHINGTON; MORE FULLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE (40 FEET FROM CENTERLINE) OF TOWNSHIP ROAD WITH THE NORTH RIGHT OF WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF TOWNSHIP ROAD, A DISTANCE OF 96.58 FEET TO A POINT 120 FEET NORTH OF, AS MEASURED PERPENDICULAR TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 15 SECONDS WEST, 265.18 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 152.02 FEET TO A LINE PARALLEL WITH AND 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 188.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE (75 FEET FROM THE CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE NORTH 88 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 76.20 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

h#05581/SCDB#29526
2142112.2/17468.039

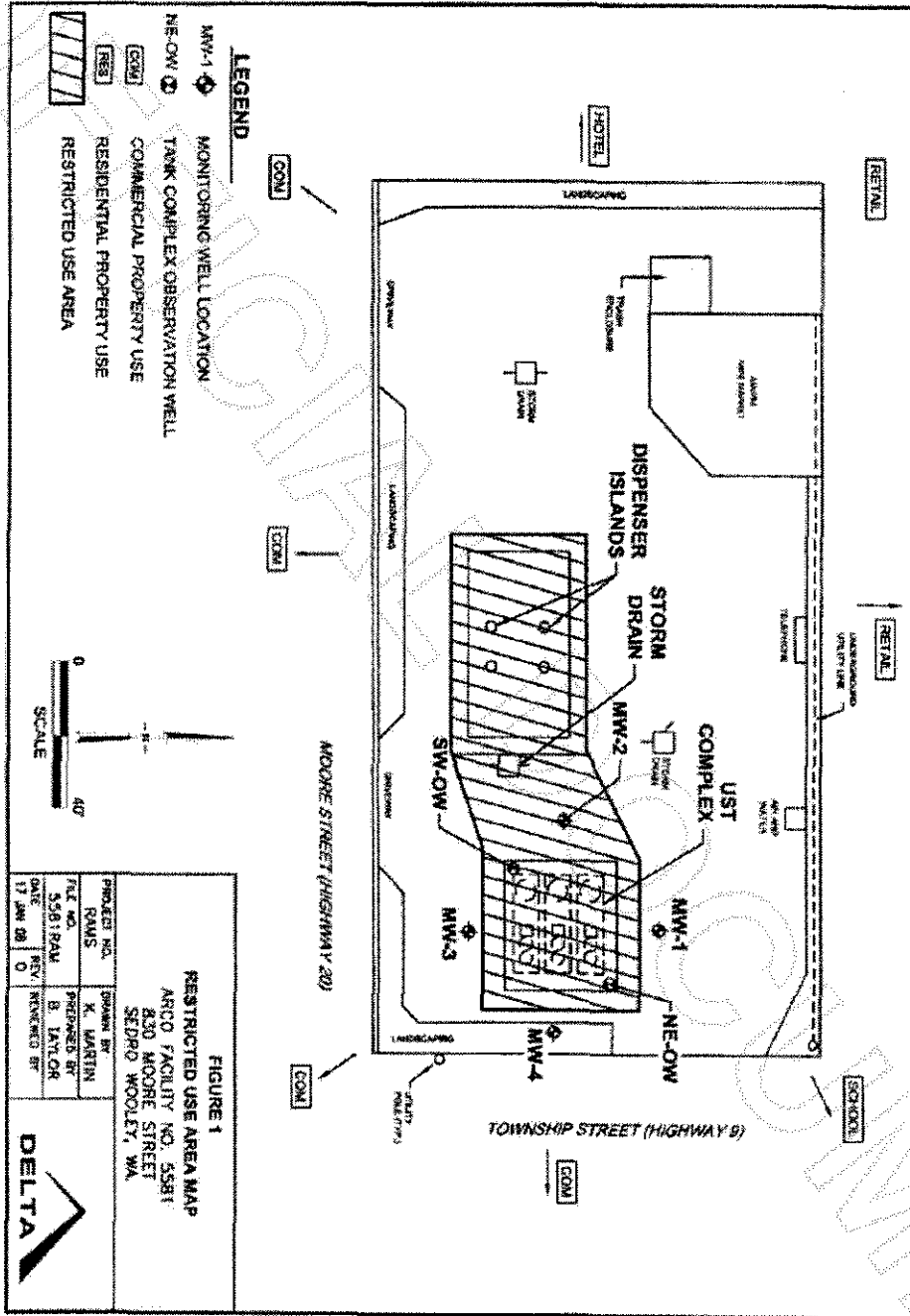
Exhibit A to Declaration of Environmental Restriction



200903240061

Skagit County Auditor

EXHIBIT "B"



h#05581/SCDB#29526
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Exhibit B to Declaration of Environmental Restriction



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