HIGHWAY AUTHORITY BENEFITS AGREEMENT

This Highway Authority Benefits Agreement (Agreement) is entered into this ___ day of __________________________, 2019 by and between DuPage County, Illinois (County) and BP PRODUCTS NORTH AMERICA INC. (Applicant), registered to do business in Illinois, as the former owner of the property and the owner/operator of the underground storage tanks formerly located at the property located at 7450 (also known as 7444) South Kingery Highway, Willowbrook, Illinois (intersection of 75th Street and Kingery Highway) in the County of DuPage, Illinois (County) as follows and is intended to replace in full the prior Highway Authority Benefits Agreement entered into between the parties as Ordinance No. DT-O-0026-18 on May 22, 2018:

1. Definitions:

   a. "Agreement" means this Highway Authority Benefits Agreement and all of its Exhibits. The use of the term "Agreement" in any of its grammatical forms is intended to inclusively reference the terms and conditions presented in this Highway Authority Benefits Agreement and all of its individual Exhibits which are incorporated herein as if set forth in the body of this Highway Authority Benefits Agreement, including but not limited to the Highway Authority Agreement and its Exhibits attached as Exhibits A and A-1 through A-6.

   b. "Contaminants," whether or not capitalized and in any of its grammatical forms, means the following contaminants of concern and any related or derivative contaminants (which are the indicator contaminants for the release as determined by the Illinois Administrative Code): benzene, toluene, ethyl benzene, and total xylenes (collectively referenced as “BTEX”), and Methyl Tertiary Butyl Ether (“MTBE”). Soil is uncontaminated and, therefore not subject to Paragraph 4.e., only to the extent it is “uncontaminated soil” pursuant to 35 IAC 1100.605 (“Maximum Allowable Concentrations for Chemical Constituents in Uncontaminated Soils”).

   c. "County Representatives" whether or not capitalized and in any of its grammatical forms, means the following persons: County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County.

   d. "Effective Date" means the date on which the County Board Chairman, pursuant to Ordinance of the County Board, executes this Agreement.


   f. "IEPA" or "Agency" means Illinois Environmental Protection Agency.
g. “IPCB” means Illinois Pollution Control Board.

h. “Remediation,” whether or not capitalized and in any of its grammatical forms (e.g., remediating), means, as applies to clean-up or removal of Contaminants from soil or groundwater located under an impermeable surface, that such soil and groundwater remaining under the impermeable surface will be in compliance with IPCB Tier II site specific standards, pursuant to 35 IAC 742 as approved by IEPA; and, otherwise, if not located under an IEPA-approved impermeable surface or an IEPA-approved soil cap, will be in compliance with IPCB Tier I residential standards under 35 IAC 742 or applicable background standards as approved by IEPA and the County. Additionally, for those Contaminants for which there are no applicable standards under 35 IAC 742, then the Applicant shall propose, for County approval, a standard to utilize. For purposes of this Paragraph, the County shall not unreasonably withhold its approval for the standards proposed by the Applicant which have been approved by IEPA.

i. “ROW” means the right-of-way owned by the County at the location depicted in Exhibit A-1 attached to this Agreement, and includes both the roadway (surface and subsurface) and the parkways on either side of the roadway (whether or not fully identified on Exhibit A-1). Only the ROW is subject to this Agreement. The Exhibits to this Agreement, including but not limited to Exhibit A-1, are not surveyed plats and are an approximation of the actual property lines of the ROW encompassed under this Agreement; and, as such, boundaries shall be defined broadly to the benefit and protection of the County under this Agreement.

j. “Site” means the property with the street address and legal description as depicted on Exhibit B to this Agreement, and is the property on which the USTs are located. The Site was formerly owned and operated as a gasoline station by the Applicant and is refered to by Applicant as “BP Service Station #05872.”

k. “UST” means underground storage tank.

l. “Work” means construction, reconstruction, improvement, repair, grading, excavation, demolition, maintenance and/or operation of, in, under, or on the ROW.

2. **Applicant’s Stipulations:**

   a. Applicant is remediating the Site through the Illinois Environmental Protection Agency’s Leaking Underground Storage Tank (LUST) program, pursuant to Sections 35 IAC 731, 732, 734 or 742, as applicable.
b. Applicant is the owner and operator of two (2) 10,000-gallon and one (1) 12,000-gallon unleaded gasoline USTs (removed from the Site in 2005) and one (1) used oil UST (removed from the Site in 1995). There is no reported release related to the used oil UST. Applicant has no knowledge of additional USTs present at, in or under the Site at the time of this Agreement. Applicant is not the current owner of the Site.

c. The map and table, prepared by the Applicant and attached to this Agreement as Exhibits A-4 and A-6, show the Applicant’s maximum estimated area of Contaminant impacted soils within the area of the Site and ROW at the time of the sampling identified in Exhibit A-6, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code Part 742). Highlighted on the map and table are those areas or samples that exceed the referenced Tier 1 standards.

d. The map and table, prepared by the Applicant and attached to this Agreement as Exhibits A-5 and A-6, show the Applicant's maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW at the time of the sampling identified in Exhibit A-6, and the applicable IPCB Tier 1 residential standards (under 35 Ill. Admin. Code. Part 742). Highlighted in shading on Exhibit A-6 are samples that exceed the referenced Tier 1 standards.

e. Attached as Exhibits A-2 and A-3 to this Agreement, are maps prepared by the Applicant, showing the Applicant’s predicted aerial extent of the Contamination, exceeding IPCB Tier 1 residential standards for soil and groundwater, respectively, at the Site and in the ROW at the time of this Agreement. The Applicant believes that Exhibits A-2 and A-3 show the predicted impact by Contaminants released from the Site. Exhibits A-2 through A-5 are intended to represent, on an aerial basis, only those portions of the Site and ROW that have, or are predicted by the Applicant to have Contamination of groundwater and/or soil on, in or under it. As of the Effective Date of this Agreement, IEPA has not approved the Applicant’s Corrective Action Completion Report. The Applicant agrees that if the estimated areas or predicted aerial extents of Contaminant-impacted soil or groundwater exceeding IPCB Tier 1 residential standards increase beyond the boundaries shown on the attached Exhibits A-2 through A-5, then the Applicant shall promptly seek an amendment of this Agreement to reflect the extended limits or boundaries of estimated areas or predicted aerial extents of Contamination, as applicable. This includes, but is not limited to, Exhibit E (an Exhibit not currently included in this Agreement providing for a potable well protection plan), if the changed extent of Contamination is within 200 feet of a potable well. The Applicant shall not utilize the provisions of Paragraphs 4.h, 4.i, or 4.k of this Agreement if it has not sought amendment from the County of this Agreement with the expanded extent of Contamination, as described above. In addition, for purposes of utilizing Exhibits A-2 through A-5 with Paragraph 4.i, the area
included in the rebuttable presumption is the greater of the Contaminated plume areas identified on Exhibits A-2 through A-5, or within the maximum feet measurable from a sampling point to "uncontaminated soil" pursuant to 35 IAC 1100.605, as measured from any of the sampling points on the Exhibits.

f. The Illinois Emergency Management Agency has assigned incident number(s) 2005-0739, 911332 and 913204 to the releases at the Site.

g. The Applicant intends to request risk-based, site-specific groundwater and/or soil remediation objectives from the IEPA, pursuant to 35 IAC 742. Under the referenced regulations, the use of risk-based, site specific remediation objectives in the ROW may allow the use of a Highway Authority Agreement, as an institutional control, as defined in 35 IAC 742.1020.

h. The Applicant hereby represents and warrants that it is a valid and existing Maryland corporation and is registered to do business and in good standing in the State of Illinois, and that the individual executing this Agreement has been duly authorized by the Applicant to act on its behalf and enter into this Agreement. Attached as Exhibit G is a Power of Attorney provided by Applicant showing that the individual executing this Agreement on behalf of the Applicant is authorized to do so.

3. **County’s Stipulations:**

a. The County holds a fee simple interest or, if the highway is a platted street, a dedication for highway purposes in the ROW.

b. The County has jurisdiction of the ROW and, through its requirement that a permit be obtained for access, the County exercises sole control over access to the groundwater and soil directly beneath the ROW, as accessed through the surface of the ROW.

4. **The County and Applicant, jointly stipulate and agree as follows:**

a. The parties agree to execute a "Highway Authority Agreement," in the form provided by 35 Ill. Adm. Code 742. Appx. D (2007). The Highway Authority Agreement entered into between the parties is attached hereto as Exhibit A. If the Highway Authority Agreement attached as Exhibit A is terminated or voided by IEPA, the Applicant may seek termination of this Agreement with the County, but in such circumstance this Agreement only terminates with written approval of the County and the County has no obligation and it is in its sole discretion to terminate this Agreement, unless the Highway Authority Agreement was terminated or voided by IEPA due to the County’s breach of any obligation under the Highway Authority Agreement.
b. The Applicant intends to submit the Highway Authority Agreement (Exhibit A) to the IEPA for review and approval. The Highway Authority Agreement must be referenced in IEPA’s “No Further Remediation Letter,” should one be issued. The Applicant will request that the IEPA reference this Agreement in IEPA’s “No Further Remediation Letter,” should one be issued.

c. This Agreement and the Highway Authority Agreement attached as Exhibit A shall be null and void unless the Highway Authority Agreement and this Agreement are executed by the Chairman of the County Board with an ordinance approving the execution of such agreements.

d. The County will have no obligation to notify the Applicant, including, but not limited to under Paragraph 4.e.ii, should the Applicant fail to obtain IEPA approval on the Highway Authority Agreement within the next one hundred and eighty (180) days of the Effective Date, unless both parties agree to extend the time, such agreement not to be unreasonably withheld. The Applicant’s obligations to the County under this Agreement, including but not limited to the Applicant’s obligation to reimburse and indemnify the County, however, remain unchanged.

e. Obligations Related to Contamination or Work in the ROW:

i. As the pavement in the ROW may be considered an engineered barrier, the Applicant agrees to reimburse the County within thirty days of the Applicant’s receipt of the County’s request for payment in advance or reimbursement, for maintenance activities requested by Applicant in writing in order to maintain it as a barrier.

ii. To the extent the County or others using its property under permit or performing Work on its property pursuant to contract, come into contact with; or, for purposes of the Work, need to manage, move, remove, dispose, or remediate Contaminated soils or groundwater on, in, under or near the ROW; or, need to take actions to protect persons performing the Work from being exposed to the Contaminated soils or groundwater, the Applicant will reimburse the County for all reasonable fees and costs (one hundred percent, 100%) incurred by the County, including but not limited to the cost of testing and disposal of any Contaminated soils or groundwater and any construction intended to prevent the re-contamination of any areas where contaminated soil or groundwater was removed, remediated, or managed. Said reimbursement shall be made within sixty (60) days after the Applicant receives from the County a written notice of the amount and access to the invoices. However, prior to taking actions to remove, move or remediate Contaminated soils or groundwater, unless there is an immediate threat to the health or safety of any individual, the environment or the public, or
unless there is an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County will give the Applicant no less than one-hundred and twenty (120) days notice, that it intends to perform Work in the ROW that may involve the moving, removing or remediation of Contaminated soils and/or groundwater. During the period following such notice, the County and the Applicant will engage in a good faith, collaborative process in an attempt to arrive at a consensus approach to managing, removing, moving, disposing, or remediating the Contaminated soils and/or groundwater at, in, under or near the ROW. If agreeable to the County at the time of these good faith negotiations, the Applicant may be allowed to perform the agreed upon scope of work and will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater, however, the Applicant remains subject to the County’s laws, rules or ordinances and is required to obtain whatever permit(s) are required for such work. If, as a result of these negotiations, the County and the Applicant are unable to reach a consensus within thirty (30) days of the date of notice, then the County and the Applicant agree that the County will manage the work related to the Contaminated soils and/or groundwater and the Applicant will reimburse the County for all reasonable costs and fees pursuant to this Agreement. In the event where there is an immediate threat to the health or safety of any individual, the environment or the public, or an immediate need to perform Work in order to maintain the flow of, use of, or traffic on the ROW due to an obstruction or structural condition of the roadway (including, but not limited to buckling, heaving or cracking of the roadway surface or subsurface), the County has no notice obligation to the Applicant. The Applicant, upon request by the County, will execute any required documentation (including, but not limited to permits, disposal contracts, or manifests) as the generator of the contaminated soils or groundwater.

iii. Within sixty (60) days of the Effective Date, Applicant shall deliver to the County a payment bond, in substantially the form and in the exact dollar amount as stated in Exhibit C, for use by the County in the event the Applicant fails to make any payments to the County as required by Paragraph 4. If the Applicant already has an existing payment bond in substantially the form of Exhibit C with the County, the Applicant may add the amount of the requirement in this Agreement to the existing payment bond, at its
Before seeking reimbursement under Exhibit C, the County shall give the Applicant written notice (in addition the notice referenced in Paragraph 4.e.ii) and an opportunity to provide said payment within a thirty (30) day period following the date of the Applicant's receipt of this written notice. Any failure of the County to include documentation or access to documentation with the written notices does not invalidate that notice or breach this Agreement. The County shall not seek reimbursement under that portion of the payment bond where the payment has been disputed in writing by the Applicant, until such dispute is resolved.

If reimbursement is provided under the payment bond for any Highway Authority Benefits Agreement in effect between the County and the Applicant, the Applicant shall take the steps necessary to have the payment bond returned to the amount of the original payment bond.


f. Defense and Indemnity:

i. The Applicant covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers, or representatives of the County (hereinafter collectively "County Representatives"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys’ fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to this Agreement, any Contamination in, on or under the Site or ROW, and/or Contamination alleged or actually on or released or removed from the Site or ROW. This includes, but is not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Site or ROW, and the County Representatives’ or the Applicant’s execution, performance, or non-performance of this Agreement. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or
common law obligation or liability). Unless otherwise directed in writing by the County, the Applicant shall, at its own cost and expense defend any such claim, suit, action or proceeding as contemplated herein and pay all fees, costs, damages and other expenses arising therefrom; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against one or more County Representatives in any such claim, suit, action or proceeding, the Applicant shall pay all fees, costs, damages and other amounts to discharge same. The County shall give reasonable notice of the service of any suit upon it to the Applicant, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. The Applicant shall not be responsible for indemnification of any injury or damage resulting from a County Representative’s willful and wanton acts. The County and Applicant specifically agree that this Paragraph should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County Representatives), and that it requires the Applicant to defend and indemnify the County Representatives even in circumstances which include allegations of the sole acts or omissions of the County Representatives, regardless of whether such allegations are groundless, false or fraudulent. Should the this global defense and indemnity be determined by a court to be invalid, then the invalid portion shall be severed from the valid obligations under this Paragraph, which should not be invalidated, and thereby still require the Applicant to defend and indemnify the County Representatives for acts or omissions of persons other than the County Representatives. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the County Representatives may have to such liability. Paragraph 4.f. survives expiration or termination of this Agreement. Without limitation of any other causes of action or remedies available to the County, all obligations of the Applicant under this Paragraph 4.f.i. are subject to the limitations in Paragraph 4.h.

ii. Nothing contained herein shall be construed as prohibiting the County Representatives from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, actions, administrative enforcement proceedings, of any kind, which have been brought against them. Pursuant to Illinois law, (55 ILCS 5/3-9005), any attorney representing the County, under this Paragraph, is to be appointed by the State’s Attorney, as provided by law. The County’s participation in its defense shall not remove the Applicant’s duty to indemnify, defend, and hold the County Representatives harmless as set forth above. Thus, any
defense provided by the Applicant pursuant to Paragraph 4.f., must be with counsel chosen or approved by the County and properly appointed as provided by law, in the County’s sole discretion.

iii. Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Applicant has obtained.

iv. Notwithstanding anything to the contrary contained in this Agreement, this Paragraph 4.f. does not contain an obligation of the Applicant for the defense and indemnity by the Applicant of the County’s independent contractors as either an “agent” or “representative,” but otherwise does not modify such obligation to the extent such obligation exists outside this Agreement.

g. This Agreement does not limit the County’s ability to Work at, in, under, on, though, or near a ROW, roadway or highway, or the County’s property; or, to allow others to use or Work on the ROW, roadway or highway, or the County’s property. To that extent, the County reserves the right and the right of those using its property under permit, to remove Contaminated soil or groundwater above Tier 1 residential remediation objectives from the ROW and to dispose of them as they deem appropriate and not inconsistent with applicable environmental regulations.

h. Failure of the County to give any notice to the Applicant pursuant to this Agreement is not a violation or breach of this Agreement. However, if the Applicant is not given the one-hundred and twenty (120) day notice, pursuant to Paragraph 4.e.ii., the County may not seek reimbursement of its fees and costs from Applicant in an amount in excess of One Hundred, Thirty-Nine Thousand, Eight Hundred-Seventy-Four and 54/100 Dollars ($139,874.54). Any failure of the County to include documentation with a written notice does not invalidate that notice, breach this Agreement, or impose the limitation of this Paragraph or Paragraph 4.k.

i. For purposes of this Agreement, there is a rebuttable presumption that the Contamination at, on, and under the ROW is attributable to one or more releases of Contamination by and from or during the Applicant’s or any of its subsidiaries’ use, operation, or ownership of the Site or from the USTs and UST piping and pump systems owned or operated by the Applicant or its subsidiaries. The Applicant shall not argue that Contamination, if any, is from former, other, or existing USTs other than those related to the IEMA release(s) identified in this Agreement to rebut this presumption. However, the Applicant may overcome the presumption by demonstrating that the Contamination is clearly identifiable as resulting from a release other than from, on, in, under or related to the Applicant’s or any of its subsidiaries’ use, operation, or ownership of the Site or USTs, if:
i. identification of the Applicant’s asserted "clearly identifiable" Contamination in an area other than those described in the aerial extents of Contamination and tables attached as Exhibits A-2 through A-6; and

ii. sampling and analysis showing no overlap between the areas the Applicant asserts as "clearly identifiable" and the Contamination as shown by the Applicant on Exhibits A-2 through A-6. The Applicant shall obtain County permits, as applicable, for such sampling, and the County shall not unreasonably withhold such permits. The Applicant shall, at the time such samples are taken, provide the County with a minimum of ten (10) days notice and an opportunity to collect split samples at the County’s expense; and

iii. the Applicant raises the issue of "clearly identifiable" Contamination with the County, within thirty (30) days following the date the one-hundred and twenty (120) day notice pursuant to Paragraph 4.e.ii. is sent to the Applicant. If the Applicant receives notice from the County pursuant to Paragraph 4.e.ii. and fails to timely raise this issue of "clearly identifiable" as provided above, the Applicant waives the "clearly identifiable" argument. If the County does not give notice to the Applicant pursuant to Paragraph 4.e.ii., then there is no waiver imposed by this Paragraph 4.i.iii.

j. Written notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of the County and Applicant, respectively, by overnight delivery (with signature release), or Certified Mail, return receipt requested:

For the County: DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer

and

DuPage County State’s Attorney’s Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attn: Civil Division

For the Applicant: BP Products North America Inc.
Attention: Remediation Management – Illinois
150 West Warrenville Road, MC 200-1N
Naperville, Illinois 60563
jim.smith2@bp.com
and

BP America, Inc.
Attention: HSSE Legal – Illinois UST
150 West Warrenville Road, MC 200-1W
Naperville, Illinois 60563
Douglas.reinhart@bp.com

k. In the event the County breaches this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), the Applicant’s sole remedy is an action for damages. In addition, any and all damages against the County, its officers, employees, agents, attorneys or contractors, arising or alleging to arise out of a breach of this Agreement (including, but not limited to its Exhibits, for example, the Highway Authority Agreement), is limited to an aggregate, lifetime maximum of ten thousand dollars ($10,000.00). No other claim or allegation of a breach of this Agreement or its Exhibits is actionable in law or equity by Applicant against the County and the Applicant hereby releases the County, its agents, officers, employees, attorneys, contractors and successors, but specifically excluding the County’s independent contractors, for and from any claim or cause of action it may have against them, other than as allowed by this Paragraph, arising under this Agreement, any Exhibit to this Agreement, or any law, regulation, ordinance, or rule, whether federal, state or local, governing or concerning the Contamination at, in, on, under, from or near the ROW or Site.

l. The Applicant shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to soil or groundwater in the ROW where the subject Highway Authority Agreement (Exhibit A) is in effect. To the fullest extent permitted by law and as provided in this Agreement, Applicant assumes all risk arising out of access or use of the ROW, including but not limited to any Work performed by Applicant, its employees, contractors, subcontractors of all tiers, representatives, agents, anyone directly or indirectly employed by any of them, any person or entity acting on behalf of any of them, anyone for whose acts or omissions any of them may be liable.

m. Should the County convey, vacate or transfer jurisdiction of the ROW, all of the protections afforded by this Agreement inure to the County’s successor so long as the County’s successor executes a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742. In addition, the Applicant’s sole cause of action against the County for an alleged breach of this Agreement, as described in Paragraph 4.k., may be pursued by the Applicant against the County’s successor in interest, unless such successor is the State of Illinois or any Illinois State agency. The Applicant shall be responsible for notifying the IEPA of any transfer of jurisdiction of the ROW. The County will notify the
Applicant of such a transfer, however, the County’s failure to notify the Applicant is not a breach of this Agreement and does not entitle the Applicant to damages.

n. This Agreement is entered into by the County and Applicant, after negotiation and review by attorneys representing, separately, the County and the Applicant, in recognition of laws passed by the General Assembly and regulations adopted by the IPCB which encourage a tiered-approach to remediating environmental contamination. Should any provisions of this Agreement be struck down as beyond the authority of the County, the remainder of this Agreement shall survive.

o. This Agreement shall continue in effect from the date of this Agreement until the IEPA has, upon written request by the Applicant and notice thereof to the County, amended the chain of title of the Site to reflect unencumbered use of the ROW. The Applicant shall make such request to IEPA upon either its own initiative or written request to the Applicant from the County.

p. The Applicant shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County’s written consent which consent shall not be unreasonably refused. The right to seek assignment or approval may occur only if: all payments to the County by the Applicant have been made, the Applicant is not otherwise in default in connection with obligations under this Agreement, and the assignment will be made to a person, in the County’s determination, that is of a financially stable going concern. If the Applicant requests the County’s consent to an assignment of this Agreement, the Applicant shall submit written notice containing at least the following information, plus any information required by the County’s ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request.

1. The name of the proposed assignee;
2. The terms of the proposed assignment;
3. The nature of business of the proposed assignee; and
4. Information relating to the financial responsibility and general reputation of the proposed assignee that County may require.

In the event of the County’s agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following: to assume all obligations and duties of the Applicant under this Agreement and to be bound as an original party to this Agreement; and, to make any and all
payments due under this Agreement and/or assignment to County as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer and subject to the County’s successors’ execution of a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Applicant shall remain primarily responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment, the Applicant shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment. The County may require an additional written commitment from the assignee or guarantor of the assignee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment.

q. Any successors and assigns of either party to this Agreement must execute this Agreement and a Highway Authority Agreement in compliance with 35 Ill. Adm. Code 742 in order to obtain the benefit of this Agreement. However, if the Applicant or its assignee relies on the Highway Authority Agreement in the LUST program without obtaining assignee signatures (whether it is an assignee of the County or Applicant) on this Agreement, they jointly and severally oblige themselves to provide the benefits of this Agreement to the ROW owner.

r. This Agreement is for the sole benefit of the parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any provision hereof, except, this Agreement does not interfere with IEPA’s rights as respects the Highway Authority Agreement attached as Exhibit A.

s. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

t. This Agreement and its Exhibits constitute the entire understanding of the parties hereto relating to the subject matter contained herein, and it does not, in any way, obviate the Applicant’s obligation to comply with all applicable laws, ordinances, rules or regulations applicable to the Site.

u. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, DuPage County, Illinois and the Applicant submits to the jurisdiction of such Court.
v. To the extent the statute of limitations is found applicable, the Applicant agrees to toll the statute of limitations for any claim by DuPage County concerning any contamination (including, but not limited to Contamination herein defined) for which the Applicant or its subsidiaries are responsible under this Agreement or otherwise, in the County's ROW.

DATED this ______ day of ________, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

DUPAGE COUNTY, ILLINOIS,

By: __________________________

Board Chairman

Attest: _________________________

(Signature)

Printed Name: __________________

APPLICANT BP PRODUCTS NORTH AMERICA INC.

By: __________________________

Jim Smith

On behalf of BP Products North America Inc.

Its: Contracts Manager, BP Remediation Management

Subscribed and sworn before me this 4th day of November, 2019.

Signature on File

NOTARY PUBLIC

DEE ANNA TAPIA
My Notary ID # 11996497
Expires August 9, 2021

Signature on File

DEE ANNA TAPIA
My Notary ID # 11996497
Expires August 9, 2021
EXHIBIT LIST

Exhibit A: Highway Authority Agreement

Exhibit A-1: ROW Drawing

Exhibit A-2: Applicant's predicted maximum estimated area of Contaminant impacted soils within the area of the Site and ROW

Exhibit A-3: Applicant's predicted maximum estimated area of Contaminant impacted groundwater within the area of the Site and ROW

Exhibit A-4: Applicant's maps showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for soil at the Site and in the ROW at the time of the sampling

Exhibit A-5: Applicant's map showing the estimated aerial extent of the contamination, exceeding IPCB Tier 1 residential standards for groundwater at the Site and in the ROW at the time of the sampling

Exhibit A-6: Tables identifying sampling and exceedances of Tier I remediation objectives

Exhibit B: Site Location Map and Legal Description

Exhibit C: Highway Authority Benefits Agreement Bond

Exhibit D: Exhibit D is not included in this Agreement.

Exhibit E: Exhibit E is not included in this Agreement.

Exhibit F: Exhibit F is not included in this Agreement.

Exhibit G: Applicant’s Power of Attorney

Exhibit H: HAA Application
EXHIBIT A: HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this day of ____________, 2019 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) BP Products North America Inc. ("Owner/Operator") and (2) County of DuPage, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, BP Products North America Inc. is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 7450 (n/k/a 7444) South Kingery Highway, Willowbrook, Illinois ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. The Illinois Emergency Management Agency has assigned incident number(s) 2005-0739, 911332, and 913204 to the Release(s).

3. Attached as Exhibit A-2 through A-5 are scaled maps prepared by Owner/Operator that show the Site and surrounding area and delineate the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).

4. Attached as Exhibit A-6 is a table prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit A-6 are identified on the map(s) in Exhibit A-2 through A-5.

5. Attached as Exhibit A-1 is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because Exhibit A-1 is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. Paragraph 6 to this Highway Authority Agreement was intentionally left blank.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

13. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

14. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
15. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

16. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator:
BP Products North America Inc.
Attention: Remediation Management – Illinois
150 West Warrenville Road, MC 200-1N
Naperville, Illinois 60563

Contact at Highway Authority Address:
DuPage County Division of Transportation
421 N. County Farm Road, Second Floor
Wheaton, Illinois 60187
Attention: County Engineer

and

BP America, Inc.
Attention: HSSE Legal – Illinois UST
150 West Warrenville Road, MC 200-1W
Naperville, Illinois 60563

and

DuPage County State’s Attorney’s Office
505 N. County Farm Road, Third Floor
Wheaton, Illinois 60187
Attention: Civil Division

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

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<thead>
<tr>
<th>DuPage County, Illinois</th>
<th>BP Products North America Inc.</th>
</tr>
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<tbody>
<tr>
<td>Date:</td>
<td>Date: 11/4/2019</td>
</tr>
<tr>
<td>By:</td>
<td>By: Jim Smith</td>
</tr>
<tr>
<td>Its:</td>
<td>Its: Contracts Manager, BP Remedial Management</td>
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EXHIBIT A-2

APPLICANT'S PREDICTED MAXIMUM ESTIMATED AREA OF CONTAMINANT IMPACTED SOILS WITHIN THE AREA OF THE SITE AND ROW

Form€r BP Service Station
No. 05872
7450 KINGERY HIGHWAY
WILLOWBROOK, ILLINOIS

ESTIMATED AREA OF IMPACTED SOIL BTEX

MAP

EXHIBIT A-2
FORMER BP SERVICE STATION
7450 KINGERY HIGHWAY
Lowbrook
05a72

EXHIBIT 4.3
APPLICANT'S PREDICTED MAXIMUM ESTIMATED AREA OF CONTAMINANT IMPACTED GROUNDWATER WITHIN THE AREA OF THE SITE AND ROW

LEGEND:
- PROPERTY BOUNDARY
- MONITORING WELL
- DESTROYED MONITORING WELL
- FORMER PUMP ISLAND
- FORMER GASOLINE UST'S
- MONITORING WELL HISTORICALLY DID NOT EXHIBIT CONCENTRATIONS OF BTEX AND MTBE

GROUNDWATER ELEVATION
SAMPLE DATE/R.O. TIER

BENZENE
TOLUENE
ETHYLBENZENE
TOTAL XYLENES
MTBE

ESTIMATED AREA OF GROUNDWATER IMPACT
APPROXIMATE SCALE: 1 IN = 10 FT

All concentrations expressed in milligrams per liter (mg/L).

NOTES:
1. ESTIMATED AREA OF IMPACT BASED ON CLASS I GROUNDWATER REMEDIATION OBJECTIVES.
2. GROUNDWATER ELEVATION BASED ON SEPTEMBER 6, 2012 GAUGING EVENT.
3. OTHER CONCENTRATIONS OF BTEX AND MTBE ABOVE TIER 1 ROS ARE BOLDED.
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PREDICTED DISTANCE FROM THE SOURCE AT WHICH GROUNDWATER CONCENTRATIONS WILL MEET TIER 1 CLASS I OBJECTIVES

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<th>RESULTS</th>
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<tr>
<td>BTEX DISTANCE (MAY-12)</td>
<td>21.36 YD</td>
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<td>NTB1</td>
<td>0.037  YD</td>
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NOTES:
1. MODELING PRESENTED IN THE MARCH 26, 2013 AMENDED CORRECTIVE ACTIONS PLAN AND PROPOSED BUDGET THAT WAS APPROVED BY THE ILLINOIS EPA IN A CORRESPONDENCE, DATED MARCH 2, 2013.
2. MODEL ILLUSTRATES THE MAXIMUM POTENTIAL EXTENT OF GROUNDWATER CONCENTRATIONS IN ORDER TO MEET THE TIER 1 CLASS I REMEDIAL OBJECTIVES.
AERIAL EXTENT OF IMPACTED SOIL BTEX/MTBE MAP

EXHIBIT A-4

Former BP Service Station No. 05872
7450 Knickerbocker Highway
Willowbrook, Illinois

LEGEND:
- PROPERTY SOILSURVEY
- NEW SITE LAYOUT
- MONITORING WELL
- DESTROYED MONITORING WELL
- SOIL SAMPLE LOCATION
- SOIL BORING
- FORMER PUMP ISLAND
- FORMER GASOLINE UST’S

LEGEND:
- PROPERTY SURVEY
- NEW SITE LAYOUT
- MONITORING WELL
- DESTROYED MONITORING WELL
- SOIL SAMPLE LOCATION
- SOIL BORING
- FORMER PUMP ISLAND
- FORMER GASOLINE UST’S

PROPERTY SURVEY
NEW SITE LAYOUT
MONITORING WELL
DESTROYED MONITORING WELL
SOIL SAMPLE LOCATION
SOIL BORING
FORMER PUMP ISLAND
FORMER GASOLINE UST’S

UNDERGROUND STORM WATER TRAP

SAMPLE DATE
DEPTH/TEO. TIER 1
BENZENE
TOLUENE
ETHYLBENZENE
ETHYLEXYLENES
TOTAL XYLENES
METHYL TERTIARY BUTYL ETHER

LEGEND:
- PROPERTY SURVEY
- NEW SITE LAYOUT
- MONITORING WELL
- DESTROYED MONITORING WELL
- SOIL SAMPLE LOCATION
- SOIL BORING
- FORMER PUMP ISLAND
- FORMER GASOLINE UST’S

NOTES:
1. SITE GROUNDWATER CLASSIFICATION HAS BEEN DETERMINED AS CLASS II.
2. AREA OF SOIL IMPACT IS BASED ON TIER 1 MOST RESTRICTIVE REMEDIATION OBJECTIVES
3. FOR THE PURPOSE OF THIS EXHIBIT EXCEEDENCES ABOVE THE MOST RESTRICTIVE TIER 1 ROE ARE BOLDED

NOTES:
1. SITE GROUNDWATER CLASSIFICATION HAS BEEN DETERMINED AS CLASS II.
2. AREA OF SOIL IMPACT IS BASED ON TIER 1 MOST RESTRICTIVE REMEDIATION OBJECTIVES
3. FOR THE PURPOSE OF THIS EXHIBIT EXCEEDENCES ABOVE THE MOST RESTRICTIVE TIER 1 ROE ARE BOLDED

SCALE: 1"=50'

EXHIBIT A-4
Former BP Service Station No. 05872
7450 Knickerbocker Highway
Willowbrook, Illinois

AERIAL EXTENT OF IMPACTED SOIL BTEX/MTBE MAP

9/18/2013

PARSONS
DESIGN • RESEARCH • PLANNING
10 SOUTH WACKER PLAZA • CHICAGO, ILLINOIS • 312-336-9100

23
Table 1. Groundwater Elevation Data
Former B.F. Sarvis Station #1672
Wilton, Illinois

<table>
<thead>
<tr>
<th>Well</th>
<th>Date Sampled</th>
<th>Elevation Interval (ft)</th>
<th>Top of Casings (ft)</th>
<th>Total Depth (Net Mnt)</th>
<th>Depth to Groundwater (Net Mnt)</th>
<th>Completion Elevation (ft)</th>
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**Former SP Sewer Station 8602**

750 Southergency Highway

Wilton, Illinois

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**Notes:**
1. **BHP:** below top of casing
2. **NM:** not measured

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**II. BHP 171117 SP Sewer and Groundwater Data Tables**
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**Flower BP Service Station #5572**  
7440 South Wrightway  
Willsbrook, Illinois

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*Notes:*
1. results in milligrams per liter (mg/L)
2. <0.005 = not analyzed
3. * = second concentration of analyte is less than the laboratory report limit.
4. bold concentrations exceed the Tier 1 remediation objectives (Class I)

IL 5072 171117 BP Sell and Groundwater Data Tables
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**Notes:**
1. Results in red signify values below the laboratory reporting limit.
2. Results in orange signify values in excess of the laboratory reporting limit.
3. Values in parentheses signify values that are outliers and have been excluded from the analysis.
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<th>Depth (feet)</th>
<th>Benzene (mg/L)</th>
<th>Toluene (mg/L)</th>
<th>Ethylbenzene (mg/L)</th>
<th>Xylenes (Total) (mg/L)</th>
<th>Methyl Tertiary Butyl Ether (MTBE) (mg/L)</th>
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Table 4. Soil BTEX and MTBE Analytical Data
Former BP Service Station #5872
7410 South Kingsley Highway
Willowbrook, Illinois

IL 5672 171117 BP Soil and Groundwater Data Tables
Table 4. Soil BTEX and MTBE Analytical Data
Former BP Service Station #5B72
7450 South Kingery Highway
Willowbrook, Illinois

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<th>Soil Saturation Limits</th>
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<td>Ingestion</td>
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Notes:
1. Results in milligrams per kilogram (mg/kg).
2. NA = not analyzed
3. < = actual concentration of analyte is less than the laboratory report limit
4. Bold concentrations exceed the Tier 1 remediation objectives (Class I)
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**Notes:**
1. Results in micrograms per liter (µg/L).
2. "<" = Analytical concentration below the laboratory's report limit.
3. "-" = Data not available.

Table 5. Soil & Groundwater Analytical Data
Former BP-Branded Station WA73
3400 South Killarney Highway
Wickenburg, AZ

Page 5/7
### Table 6

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</tbody>
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**Notes:**
- Results in milligrams per kilogram (mg/kg).
- = Below detection limit.
- Samples were analyzed by the laboratory for the following metals: Arsenic, Lead, Copper, Zinc, Cadmium, Mercury, and Chromium.
- Tables 11-13 contain additional data on background soils, groundwater samples, and contaminants in soils.

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**Additional Notes:**
- All data are reported in milligrams per kilogram (mg/kg) unless otherwise specified.
- Background data were collected from remote sites to establish baseline concentrations.
- The data are presented in a logarithmic scale to highlight the range of concentrations.
- The pH values indicate the acidity or basicity of the samples, with 7 being neutral.
- The detected contaminants include heavy metals such as Lead, Copper, and Mercury, and trace elements like Chromium and Cadmium.
EXHIBIT B – SITE LOCATION MAP AND LEGAL DESCRIPTION

PINs: 09-26-116-017

Common Address: 7450 South Kingery Highway, Willowbrook, Illinois

Legal Description:

LOT 1 IN KOLIPOULOS CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 13, 2007 AS DOCUMENT NUMBER R2007-044965, IN DUPAGE COUNTY, ILLINOIS.
EXHIBIT C: HIGHWAY AUTHORITY BENEFITS AGREEMENT BOND

PAYMENT BOND

Bond No ____________________

KNOW ALL MEN BY THESE PRESENTS, That we BP Products North America Inc. as Principal, (hereinafter called “Principal”), and ________________, a __________________________ corporation, as Surety, (hereinafter called “Surety”), are held and firmly bound unto DuPage County, Illinois, as Obligee, in the full and just sum of Two Hundred-Seventy-Nine, Seven-Hundred and Forty-Nine Thousand and 07/100 Dollars ($279,749.07) to be paid to the said Obligee or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee titled Highway Authority Benefits Agreement (“HABA”) as is more specifically set for in the HABA, to which reference is hereby made.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform, pay, and carry out the covenants, terms and conditions of said HABA, then this obligation to be void; otherwise to remain in full force and effect. This bond shall continue and remain in full force and effect so long as the HABA remains in full force and effect.

Signed this __________ day of __________________________, 2019.

PRINCIPAL - BP Products North America Inc.

ATTEST:
Printed Name: ____________________

By: ____________________
Printed Name: Jim Smith

Title: Contracts Manager, BP Remediation Management

ATTEST
By: ____________________
Printed Name: ____________________

Address: ____________________

Phone: ____________________

[PLEASE ATTACHED NOTARIZED APPOINTMENT OF ATTORNEY-IN-FACT FOR EACH ATTORNEY-IN-FACT SIGNING THIS PAYMENT BOND]
EXHIBIT D

Exhibit D is intentionally left blank.
EXHIBIT E

Exhibit E is intentionally left blank.
Exhibit F is intentionally left blank.
EXHIBIT G: POWER OF ATTORNEY AUTHORIZING EXECUTION OF AGREEMENT (4 pages)

BP PRODUCTS NORTH AMERICA INC.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that

BP PRODUCTS NORTH AMERICA INC., formerly known as Amoco Oil Company, and successor in interest by merger with BP Exploration & Oil Inc., a corporation organized and existing under the laws of the State of Maryland, United States of America (the “Company”), does hereby make, constitute, designate and appoint:

Bakle, Curt  Emmet, Lisa R  McDonald, Scott
Bien-Curtin, Michelle L  Ferry, Steven M  Melton, Wade
Birkbeek, Douglas  Frankenthal, John A  Omufrak, Nicholas J
Burke, Erin  Frisch, Greg  Peterson, Nick
Christie, Kyle A  Gonzalski, Stephen P  Schaeffer, James T
Coil, Randal D  Greetlis, Jonathan  Skance, John C
Cram, Allison  Halsey, Ronald  Smith, Jim L
Delisle, Alan L  Jazic, Sasa  Sontchi, Joseph P
Dippo, Ronald P  Kezos, Cynthia D  Taylor, Paul F

each, as its lawful Attorney-in-Fact (hereinafter referred to as “Attorney-in-Fact”) to do and perform the activities listed below in the name of and on behalf and for the benefit of the Company, and to execute and deliver any and all of the following instruments requiring execution and delivery in the name of and on behalf of the Company:

To represent and act on behalf of the Company in all environmental remediation matters and to provide environmental investigation and support regarding any facilities for which the Company is or is alleged to be responsible as a result of the past, present or future operations, assets or holdings of the Company, or any combination thereof. This authority is limited to the following:

i. In coordination with the procurement specialist assigned by the Company or Remediation Management Services Company (“RMSC”), to enter into and deliver contracts on behalf of the Company with regard to environmental remediation, environmental investigation and related environmental support activities to be undertaken at such facilities with respect to any releases or spills alleged, suspected or confirmed to have come therefrom;

ii. In coordination with legal counsel assigned by the Company or RMSC, to correspond, communicate and negotiate with, and to settle and/or compromise claims asserted by, any claimants and with any federal, state and/or local governmental agencies with respect to any actual or alleged liability or responsibility of the Company for environmental remediation, environmental investigation and related environmental support at such
facilities, or known, suspected or alleged releases, and the execution and delivery of any and all documents in connection with such matters, as necessary and appropriate;

iii. In coordination with the legal counsel and procurement specialists assigned by the Company or RMSC, participate in the preparation and negotiation of risk transfer agreements and contracts with qualified environmental suppliers and risk transfer insurance underwriters in support of transactions authorized by the Company; and,

iv. To execute and deliver any and all documents in connection with the conduct of environmental remediation, environmental investigation and related environmental support activities and plans with respect to any confirmed, suspected or alleged releases or spills, including:
   a. Preparation, execution and submittal of all necessary applications to obtain permits and/or renewals of such permits, as may be required by state, federal or local authorities;
   b. In coordination with legal counsel assigned by the Company or RMSC, prepare and execute access agreements for the right of entry to properties owned by third parties;
   c. Preparation and execution of any and all environmental reports and correspondence to be submitted to any federal, state and/or local governmental agencies, as may be required by any federal, state or local laws, regulations or ordinances;
   d. Preparation and execution of agency notifications of property transfers required by federal, state or local laws, for the Company’s sale of any real property interests in such facilities;
   e. Preparation and execution of any and all documents relating to well disclosures;
   f. Preparation, execution and submittal of applications for reimbursement to state insurance funds in accordance with any applicable laws and regulations, and handling any and all appeals from decisions of state insurance funds and/or administrators as authorized by law;
   g. Preparation, execution and submittal of all applications, forms, waste profiles and other documents, as required by applicable laws, to treat or dispose of hazardous and/or non-hazardous contaminated soil, water or waste at or associated with such facilities in accordance with applicable laws and the waste disposal policies of RMSC and/or the Company.

HEREBY GIVING AND GRANTING said Attorney-in-Fact full power and authority to do and perform all acts necessary and proper to accomplish the foregoing, and hereby ratifying and confirming all that said Attorney-in-Fact shall do or cause to be done by virtue thereof.

THIS POWER OF ATTORNEY contains the following restrictions:

1. The authorities described herein are not transferable nor can they be sub-delegated to any other individuals.

2. The authorities described herein cover or pertain to lands of the United States of America or any state or territory thereof; or oil, gas, and mineral rights owned by the
United States of America or any state or territory thereof; or Tribal and Allotted Indian Lands.

3. The authorities granted herein are granted severally and wholly or jointly to each Attorney-in-Fact.

The power and authority granted herein is subject to the specific limitation that the exercise thereof shall be for the sole and exclusive benefit of the Company pursuant to the power and authority granted herein and shall not be on behalf of any other person in whole or in part.

**THIS POWER OF ATTORNEY** shall be effective as of February 1, 2019 and shall remain valid until the earlier of any of the following:

1. On and through February 28, 2020;
2. The date the Attorney-in-Fact ceases to be an employee of the Company or any wholly-owned subsidiary of BP p.l.c.; or
3. The date this Power of Attorney is formally revoked by the Company.

*(Signature page follows.)*
IN WITNESS WHEREOF, BP Products North America Inc. has caused this Power of Attorney to be executed by its duly authorized officer on this 28th day of January, 2019.

BP PRODUCTS NORTH AMERICA INC.

By:
Name: Chris Greco
Title: Vice President

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF DUPAGE

BEFORE ME, a Notary Public in and for the State of Illinois, personally appeared Chris Greco, Vice President of BP Products North America Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, and in the capacities therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of January, 2019.

[Signature on File]

[Notary Public]

[OFFICIAL SEAL]
JESSICA GONZALEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/07/22
EXHIBIT H: HAA APPLICATION

This Exhibit H is contained on the one CD ROM attached.
EXHIBIT H