UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

STATE OF OHIO, ex rel. RICHARD CORDRAY OHIO ATTORNEY GENERAL	:	**CASE NO.: 2:09-cv-252**
	:	**JUDGE FROST**
Plaintiff,	:	**MAGISTRATE JUDGE KING**
v.	:	
	:	**CONSENT ORDER**
BP PRODUCTS NORTH AMERICA INC., ET AL.	:	
Defendants	:	

I. INTRODUCTION

Plaintiff, State of Ohio, by and through its Attorney General, Richard Cordray, at the written request of the Director of the Ohio Environmental Protection Agency, together with Defendants BP Products North America Inc. ("BP Products"), Pennzoil-Quaker State Company ("PQS") and Century National Bank (the "Parties"), hereby consent to the entry of this Consent Order.

NOW, THEREFORE, without trial of any issues of fact, without admission of liability and upon the consent of the parties hereto, it is ADJUDGED, ORDERED, and DECREED as follows:

II. JURISDICTION AND VENUE

1. The Court has jurisdiction over the undersigned parties to this action and the subject matter of the Complaint. Venue is proper in this Court. The Complaint states a claim upon which relief can be granted.

III. PARTIES BOUND

2. The provisions of this Consent Order shall apply to and be binding upon the State and Defendants BP Products, PQS and Century National Bank ("Defendants"), their successors in interest and assigns and others to the extent provided by Civil Rule 65(d). The undersigned representative of each party to this Consent Order certifies that he or she is fully authorized by the Party or Parties whom she or he represents to enter into the terms and conditions of the Consent Order and to execute and legally bind that Party or Parties to it. This Consent Order is in settlement and compromise of disputed claims and nothing in this Consent Order is to be construed as an admission of any facts, violations or liability, which liability Defendants expressly deny.

3. The obligation of Defendants to pay the amounts required by this Consent Order is joint and several. In the event of the insolvency, bankruptcy or other failure of a Defendant to pay any required amounts, the remaining Defendants shall pay the amount and/or implement the requirement as required by this Consent Order.

IV. DEFINITIONS

4. "Century National Bank Site" or "Site" as used in this Consent Order means the property located at 701 Main Street, on the southeast corner of the intersection of Main and 7th Streets, Village of Malta, Morgan County, Ohio, 43758 where treatment, storage, placement or disposal of hazardous substances and/or release or discharge into waters of the State or the

environment of hazardous substances has occurred and any area where hazardous substances have migrated.

5. "Effective Date" is the date this Consent Order is filed by the Court.

6. "Findings and Orders Response Costs" means the Response Costs Defendants are required to reimburse Ohio EPA as required by the consensual Director's Findings and Orders, agreed to and signed by Defendants and effective October 31, 2005 ("October 2005 Findings and Orders").

7. "Past Response Costs" means Response Costs incurred by the State from April 2, 1991 through August 20, 2003 and March 29, 2006 through the Effective Date of this Consent Order and which are not recoverable pursuant to the terms of the October 2005 Findings and Orders.

8. "Response Costs" means, for the purposes of this Consent Order, all direct and indirect costs incurred by the State conducting removal actions at the Century National Bank Site, including but not limited to, payroll costs, contractor costs, travel costs, oversight costs, enforcement related costs (both legal and technical), sampling costs, laboratory costs, costs of reviewing or developing plans, reports or other items and the enforcement costs of the Ohio Attorney General's Office in representing Ohio EPA in this action.

9. "Person" means those entities set forth in 42 U.S.C. § 9601(21) and R.C. 1.59 and includes Defendants.

10. "State" or "State of Ohio" means the Ohio EPA as represented by the Ohio Attorney General's Office.

V. SATISFACTION OF LAWSUIT

11. Compliance with the terms of this Consent Order shall constitute full satisfaction of any civil liability of Defendants and their successors in interest and assigns to Plaintiff for all claims alleged in the Complaint regarding the payment of Past Response Costs.

VI. RESERVATION OF RIGHTS

12. Nothing in this Consent Order or the Complaint shall limit the authority of the State of Ohio to:

A. Seek relief for claims or conditions not alleged in the Complaint;

B. Enforce this Consent Order through a contempt action or otherwise for violations of this Consent Order;

C. Bring any action against Defendants or against any other Person, under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. 9601, *et seq.*, R.C. Chapters 3734, 3767, 6111, and/or the common law to: (1) recover natural resource damages, (2) order the performance of, obtain civil penalties and/or recover Response Costs, plus interest, after the Effective Date, for any removal or remedial or corrective activities not conducted by Defendants at the Century National Bank Site and/or (3) enforce the October 31, 2005 Findings and Orders, including but not limited to, the recovery of unpaid Finding and Orders Response Costs.

D. Take any action authorized by law against any person, including Defendants, to eliminate or mitigate conditions at the Site that may present an imminent threat to the public health or safety, or the environment.

13. Nothing herein shall restrict the right of the Defendants to raise any administrative, legal or equitable claim or defense with respect to such further actions. However,

Defendants shall not assert and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim splitting or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were, could, or should have been brought in the instant case.

14. Nothing herein shall be construed to relieve the Defendants of their obligation to comply with the work and payment requirements of the October 2005 Findings and Orders and/or applicable federal, state or local statutes, regulations or ordinances, including but not limited to permit requirements.

15. Defendants reserve all rights that they may have against any other Person under all federal, state, and local laws, except as may be set forth in a separate agreement or agreements.

16. The State of Ohio reserves all rights that it may have against any Person other than Defendants.

VII. REIMBURSEMENT OF PAST RESPONSE COSTS

17. Defendants shall pay to the State no later than 45 calendar days after the Effective Date of this Consent Order $500,000 as reimbursement for Past Response Costs. The payment of $500,000 shall be made in the form of certified or cashier's checks made payable to "Treasurer, State of Ohio" and shall be sent to the Fiscal Officer, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Brenda Case or her successor to be deposited into the Hazardous Waste Special Cleanup Account.

18. Defendants shall send a copy of the transmittal letter and a copy of the checks to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, Columbus, Ohio 43216-1049, ATTN: Steven Snyder or his successor, to the Ohio Site Coordinator, Christine Osborne, or her successor and the Assistant Attorney General representing the State in this case.

VIII. MODIFICATION

19. No modification shall be made to this Consent Order without the written agreement of the Parties and the Court.

IX. RETENTION OF JURISDICTION

20. This Court shall retain jurisdiction of this matter for the purpose of overseeing the compliance by Defendants with this Consent Order.

X. AUTHORITY TO ENTER INTO THE CONSENT ORDER

21. Each signatory for a corporation represents and warrants that he/she has been duly authorized to sign this document and so bind the corporation to all terms and conditions thereof.

XI. COURT COSTS

22. Defendants shall pay the court costs of this action, including the Complaint filing fee of $350.

SO ORDERED THIS 2nd **DAY OF** April **, 2008.**

/s/ Gregory L. Frost
JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

APPROVED BY:

RICHARD CORDRAY
ATTORNEY GENERAL OF OHIO

Timothy Kern

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Counsel for Plaintiff
State of Ohio

The undersigned Settling Defendants hereby consent to the foregoing Consent Decree in *State v. BP Product North America Inc., et al.*

BP PRODUCTS NORTH AMERICA INC.

By: Lori Washington (signature)

Lori D. Washington (print name)

Title: Deputy Region Manager

Date: January 12, 2009

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Counsel for Defendant
BP Products North America Inc.

CENTURY NATIONAL BANK

By: _____(signature)

_____(print name)

Title:_____

Date:_____

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Counsel for Defendant
Century National Bank

PENNZOIL-QUAKER STATE COMPANY

By: _____(signature)

_____(print name)

Title:_____

Date:_____

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Counsel for Defendant
Pennzoil-Quaker State Company

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BP PRODUCTS NORTH AMERICA INC.

By: _____(signature)

_____(print name)

Title:_____

Date:_____

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CENTURY NATIONAL BANK

By: Thomas M. Lyall (signature)

Thomas M. Lyall (print name)

Title: President

Date: March 17, 2009

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By: _____(signature)

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BP PRODUCTS NORTH AMERICA INC.

By: _____(signature)

_____(print name)

Title:_____

Date:_____

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By: _____(signature)

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Counsel for Defendant
Century National Bank

PENNZOIL-QUAKER STATE COMPANY

By: William C. Reeves (signature)

WILLIAM C. REEVES (print name)
VICE PRESIDENT SUPPLY CHAIN OPERATIONS

Title: PENNZOIL QUAKER STATE COMPANY DBA SOPUS PRODUCTS

Date: JANUARY 26, 2009

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