

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Michigan Department of Natural Resources and Environment ("MDNRE") and the Michigan Department of Attorney General ("MDAG"), (collectively the "State") on the one hand, and MRP Properties Company, LLC ("MRP") and Michigan Reutilization, LLC ("Michigan Reutilization"), on the other hand. The State, MRP, and Michigan Reutilization are collectively referred to in this Agreement as "the Parties." This Agreement is effective on the date on which it has been signed by all Parties ("Effective Date").

Recitals

- A. By letter dated December 31, 2007, the MDNRE was notified that MRP would be assuming all rights and obligations of Michigan Reutilization on February 1, 2008 under the Administrative Order by Consent: In the Matter of Total Petroleum, Inc., Former Roosevelt Refinery, Mt. Pleasant, Michigan; ACO-SW98-006 MDEQ Docket No.: AOC-ERD-96-007 WHMD.
- B. On January 15, 2008, Michigan Reutilization was dissolved in accordance with the Michigan Limited Liability Company Act, 1993 Public Act 23, as amended ("the Act"), and began winding itself up. In furtherance of its winding up process, on April 29, 2008, Michigan Reutilization transferred certain of its assets and liabilities to MRP.
- C. On April 30, 2008, Michigan Reutilization notified the MDNRE by letter of Michigan Reutilization's transfer of certain assets and liabilities to MRP and advised the MDNRE that, as regards to contamination known as of May 1, 2008, MRP would be assuming all of the Michigan Reutilization's voluntary cleanup efforts at five (5) sites, which cleanup was being conducted as of May 1, 2008 under Part 201 ("Part 201") of the Michigan Natural Resources and Environmental Protection Act, 1994 P.A. 451, as amended ("NREPA").
- D. In response to Michigan Reutilization's August 5, 2008 notice of dissolution served on the MDNRE under the Act, the MDNRE asserted a claim ("the Claim") against Michigan Reutilization under the Act on February 4, 2009. The Claim is a compilation of individual claims relating to various sites.
- E. By letter dated April 1, 2009, pursuant to the Act, Michigan Reutilization rejected MDNRE's Claim in its entirety.
- F. Under the Act, unless the MDNRE filed an action to enforce the Claim within 90 days of rejection, the Claim would be deemed waived. The parties agreed to attempt to settle the Claim without litigation and, therefore, entered into a Tolling Agreement effective May 7, 2009, and extended the tolling period by written agreements dated July 30, 2009, October 28, 2009, January 7, 2010, March 30, 2010, May 3, 2010, and June 10, 2010.
- G. The Parties have now agreed to settle the Claim, and this Agreement embodies the terms of the Parties' settlement.

THEREFORE, in consideration of the mutual obligations, representations and promises contained in this Agreement, the Parties agree as follows:

Terms

1. MRP Assumption Of Certain Claims, Rights, And Defenses.

- a. For purposes of this Agreement only, and solely for the benefit of the MDNRE and no other person or entity, MRP hereby assumes any liability or potential liability that Michigan Reutilization may have to the MDNRE as of the date of the Claim with respect to any individual claim listed in *Exhibit A* to this Agreement ("Assumed Claims"). MRP does not assume under this Paragraph 1.a. (i) any other liability or potential liability of Michigan Reutilization, or (ii) any liability or potential liability that Michigan Reutilization may have to any person or entity other than the MDNRE. This Paragraph 1.a. shall not be construed as any agreement or concession whatsoever (whether express or implied) on the part of Michigan Reutilization or MRP that (a) Michigan Reutilization has any liability whatsoever to MDNRE under the Claim, under any individual claim asserted in the Claim, or under any Assumed Claim, or (b) that the Claim, any individual claim asserted in the Claim, or any Assumed Claim is valid, meritorious, or enforceable.
- b. As to each of the Assumed Claims, except as expressly provided by this Agreement, MRP also assumes any and all defenses, claims, and rights that Michigan Reutilization asserted or could have asserted with respect to such Assumed Claim, meaning that all such defenses, claims, and rights shall fully inure to the benefit of MRP and MRP shall have the right to assert and rely on any and all such defenses, claims, and rights. This Paragraph 1.b. shall not be construed as any agreement on the part of the MDNRE that any such defense, claim, or right is valid, meritorious, or enforceable.
- c. Nothing in this Paragraph 1 or this Agreement shall be construed as reviving or reinstating any right to assert a claim against Michigan Reutilization that has been waived or is barred under the Act or other law. All claims against Michigan Reutilization that have been waived or are barred under the Act or other law remain barred or waived.
- d. In any action brought against MRP by the MDNRE to pursue any Assumed Claim, the MDNRE shall not name Michigan Reutilization as a defendant. The Parties agree that Michigan Reutilization is not a necessary or indispensable party to any such action.
- e. MRP's assumption under this Agreement of liability or potential liability, if any exists, for Assumed Claims shall not make it, cause it to be made, or be construed as making it liable under Part 201 or Part 213 of NREPA with respect to the Assumed Claims. Furthermore, MRP's assumption under this Agreement of liability or potential liability, if any exists, for Assumed Claims shall not cause

MRP to be treated as or deemed to be an owner, operator, or a liable person under Part 201 or Part 213 of NREPA. However, in any action brought against MRP by the MDNRE as to any Assumed Claim, and subject to the defenses, claims, and rights available under applicable law or specifically preserved under Paragraph 1.b. of this Agreement, the MDNRE may establish the nature and extent of the liability of Michigan Reutilization by reference to the provisions of Part 201 and Part 213, including as they may be amended or recodified in the future (if such amendment or recodification applies retroactively), and the MDNRE may pursue MRP for any legal remedies available to it under Part 201 or Part 213, including as they may be amended or recodified in the future (if such amendment or recodification applies retroactively), except MDNRE shall not assess or seek civil fines and penalties.

- f. At any of the sites identified in *Exhibit A* ("Assumed Claims Sites") as to which a person or entity not party to this Agreement is, on or after the Effective Date, (i) the current owner or operator of the Site who is a liable person under Part 201 or 213 (including, but not limited to, all Assumed Claims Sites at which Speedway SuperAmerica LLC or its affiliate is the current owner or operator) and economically viable or (ii) known by MDNRE to be satisfying, or has a written agreement with the MDNRE or State to satisfy, obligations under Part 201 or Part 213 (or any rules promulgated thereunder), in conducting enforcement at such Site, the MDNRE may notify such person or entity and demand satisfaction of such obligation and may provide concurrent notice of the demand made on such person or entity to MRP. Under no circumstances shall MDNRE be required to pursue administrative or judicial action against such person or entity. After the Effective Date, as to any Assumed Claims Site at which MDNRE (i) seeks satisfaction of an obligation from such person or entity, and (ii) has not sought satisfaction of such obligation from MRP, MRP agrees that the running of the period of limitations applicable to any claim that MDNRE may bring against MRP under this Agreement as to that Assumed Claims Site is tolled for the time period measured from the date of any written noncompliance communication (notice of violation or similar correspondence regarding an unmet obligation) by MDNRE to such person or entity until the date, if any, that the violation is corrected or obligation is fulfilled or MDNRE initiates a civil action against MRP or MDNRE resolves the obligation through a settlement with MRP, such person or entity, or another person or entity. The burden of establishing that this limited tolling provision has been triggered and the duration of any tolling is on MDNRE. MRP and MDNRE agree that they may establish a separate agreement for tolling the period of limitations for an Assumed Claims Site.
2. MRP Ratification Of Its Assumption Of Certain Existing Site Cleanup Obligations. For purposes of this Agreement only, and solely for the benefit of the MDNRE and no other person or entity, (a) MRP ratifies its previous assumption of obligations and commitments of Michigan Reutilization under administrative orders or consent decrees to perform remedial action at the sites listed in *Exhibit B* ("Consent Order Sites"), and (b) MRP shall stand in the place of Michigan Reutilization or its predecessors under such orders or decrees and will comply with such orders or decrees. With respect to claims

relating to the Consent Order Sites, the nature and extent of MRP's obligations, the rights and remedies available to the MDNRE, and MRP's defenses, claims, and rights shall be governed by the terms of the applicable administrative order or consent decree without exception. All of the claims, rights, remedies and defenses available to the Michigan Department of Environmental Quality, MDNRE's predecessor agency, under such administrative orders or consent decrees shall fully inure to the benefit of MDNRE and MDNRE shall have the right to assert and rely on any and all such claims, rights, remedies, and defenses. All defenses, claims, and rights available to Michigan Reutilization under such administrative orders or consent decrees shall fully inure to the benefit of MRP and MRP shall have the right to assert and rely on any and all such defenses, claims, and rights. If there are any conflicts between the terms of this Agreement and the terms of such administrative orders or consent decrees as to the claims, rights, remedies, and defenses of the Parties, the terms of the administrative orders and consent decrees shall govern.

3. Payment Guarantee.

- a. As further consideration for this Agreement, at the time of its execution MRP will provide a duly executed copy of the Guarantee attached as *Exhibit C* to this Agreement ("Guarantee").
- b. The Guarantee is subject to those rights, claims, and defenses set forth in the Guarantee.
- c. In addition to, and not as a limitation of any other provision of this Agreement, the MDNRE retains all of its authority and reserves all of its rights to perform, or contract to have performed, any response activities or corrective actions that the MDNRE determines are necessary and seek response activity and/or corrective action costs.

4. Termination.

- a. This Agreement may not be unilaterally terminated by any party, or by any person bound by this Agreement.
- b. As to each Assumed Claims Site listed in *Exhibit A* as a Part 213 Site, MRP's assumption of liability provided to MDNRE under Paragraph 1.a. of this Agreement, and any related obligation under the Guarantee, shall terminate when any of the following events occurs: (i) the MDNRE fails to respond within 6 months after a good faith request by MRP that MDNRE issue a closure letter for the Site; (ii) the MDNRE issues a closure letter for the Site; (iii) the deadline expires for MDNRE to audit the Site after receiving a closure report for that Site or (iv) where the MDNRE requests, in accordance with Part 213, additional information or corrective actions following a statutory audit of a closure report, the date on which such additional information is provided and/or corrective actions are completed in compliance with Part 213. As to each Assumed Claims Site listed in *Exhibit A* as a Part 201 Site, MRP's assumption of liability provided

to MDNRE under Paragraph 1.a. of this Agreement, and any related obligation under the Guarantee, shall terminate upon the completion of any response activity required at such Site under Part 201 or the Part 201 Rules. When the termination period has run as to all Assumed Claims Sites designated as Part 213 Sites and the response activity required under Part 201 or the Part 201 Rules is completed as to all Assumed Claims Sites designated as Part 201 Sites, MRP's assumption of liability provided to MDNRE under Paragraph 1.a. of this Agreement shall terminate as to all Assumed Claims Sites. All other provisions of this Agreement shall survive such termination.

- c. As to each Consent Order Site listed in *Exhibit B*, MRP's ratification of its assumption of liability provided to MDNRE under Paragraph 2 of this Agreement, and any related obligation under the Guarantee, shall terminate in accordance with the termination of obligations under the administrative order or consent decree listed in *Exhibit B* applicable to such Site. All other provisions of this Agreement shall survive such termination.
- d. If there is any dispute under this Paragraph, including any dispute regarding whether MRP's assumption of liability or the Guarantee has terminated as to any Site, MRP and/or the MDNRE may seek declaratory relief in any court of law in Michigan having jurisdiction over the subject matter. As regards MRP, the venue of such an action is governed by Section 14 of this Agreement. As regards the Guarantor, venue is governed by the terms of the Guarantee.

5. MDNRE Release of Claims And Covenant Not To Sue As To Michigan Reutilization.

- a. The MDNRE releases, forever discharges, and covenants not to sue Michigan Reutilization with respect to the Claim. This release does not limit or affect the MDNRE's rights against MRP provided under this Agreement.
- b. In any action by the MDNRE to enforce this Agreement, the MDNRE shall not name Michigan Reutilization as a defendant, as the Parties agree that Michigan Reutilization has been released and, therefore, is not a proper, necessary, or indispensable party to any such action.
- c. In any action by the MDNRE to enforce this Agreement as to Assumed Claim Sites, the MDNRE may pursue MRP for any legal remedies available to it under Part 201 or Part 213, as applicable, including as such Parts may be amended or recodified in the future (if such amendment or recodification applies retroactively), except the MDNRE shall not assess or seek civil fines or penalties.

6. Communications.

- a. All communications required under this Agreement shall be deemed given when sent by facsimile or e-mail and confirmed by certified or registered mail unless otherwise specified, and shall reference this Agreement. Such correspondence shall be directed to the party identified below. If any party changes its designee,

the name address, phone number, facsimile number and e-mail address of the successor shall be provided to the other parties as soon as practicable.

i. As to MDNRE:

Chief, Compliance and Enforcement Section
Remediation Division
Michigan Department of Natural Resources and Environment
525 West Allegan Street
Lansing, MI 48933
Telephone: 517-373-7818
Fax: 517-241-9581

ii. As to MDAG:

Celeste R. Gill
Environment, Natural Resources, and Agriculture Division
Department of Attorney General
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, MI 48933
Phone: 517-373-7540
Fax: 517-373-1610

As to MRP:

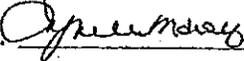
John A. Ferroli
Dykema Gossett PLLC
300 Ottawa Avenue, N.W.
Suite 700
Grand Rapids, MI 49503-2306
Phone: 616-776-7500
Fax: 616-776-7573

7. Non-Admission. Michigan Reutilization denies that it has any liability under the Claim and the MDNRE disputes the bases for Michigan Reutilization's rejection of the Claim. The Parties acknowledge that this Agreement does not constitute an admission of liability on the part of any party or an admission that one Party considers the other Party's position regarding the Claim to be valid or meritorious.
8. Modification. This Agreement may be modified only by a written amendment signed by MRP, MDNRE, and MDAG.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original. A faxed or PDF version of a signature page to this Agreement shall be as effective as an original.
10. Authority. The persons signing below specifically represent that they are authorized to execute this Agreement on behalf of the entities for whom they are signing and have the authority and capacity to do so.
11. Merger. This Agreement contains the entire understanding and agreement between the Parties relating to the subjects addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, regarding the subjects addressed herein are merged into this Agreement and shall be of no further force or effect.
12. Knowing and Voluntary. Each Party expressly declares that the party enters into this Agreement freely and voluntarily after reading and carefully considering each provision of the Agreement, and that no promises, representations, inducements or agreements not expressed in this Agreement have been made to cause or induce that Party to enter into this Agreement.
13. Construction. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Michigan, except to the extent those laws would provide for the application of the law of another jurisdiction. Any legal principle providing for construction of a document against the drafter shall not apply to this Agreement. The fact that a Party has agreed to a deletion from, addition to or other change in the form of this Agreement during its negotiation shall not be used as any evidence of the intent of that Party, or for any other purpose, in the interpretation of this Agreement.
14. Venue. Any action brought by a Party with respect to this Agreement shall be brought in a court of competent jurisdiction within the State of Michigan, and no Party to this Agreement shall contest the personal jurisdiction of such court over that Party for purposes of such an action. With respect to an action brought by or against MRP under this Agreement, the Parties agree that the county in which any Site in dispute is located and Ingham County are proper venues for such an action.
15. Survival. If any court, department, legislative or other authority of common jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement, or its application to any person, that decision shall not affect the validity of the remaining portions of the Agreement.
16. Persons Bound. This Agreement shall apply to, be binding upon and be deemed to be for the benefit of the Parties, and their respective successors and assigns. No change in ownership or corporate or legal status of any of the Parties, shall in any way alter the Party's responsibilities under this Agreement.
17. No Third Party Beneficiaries. Except for the Guarantor and its successors and assigns, the Parties intend that no third party be a beneficiary of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below their respective signatures.

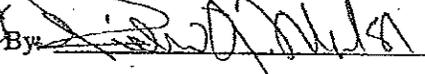
MICHIGAN DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENT:

By: 

Lynelle Marolf, Chief
Remediation Division

Date: 9/15/10

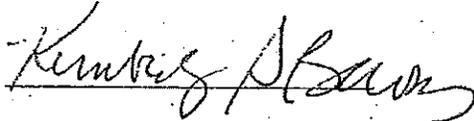
MICHIGAN REUTILIZATION, LLC:

By: 

Its: Vice President

Date: September 14, 2010

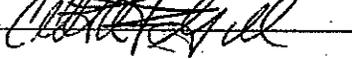
MRP PROPERTIES COMPANY, LLC:

By: 

Its: Exec. Vice President & Gen. Counsel

Date: September 14, 2010

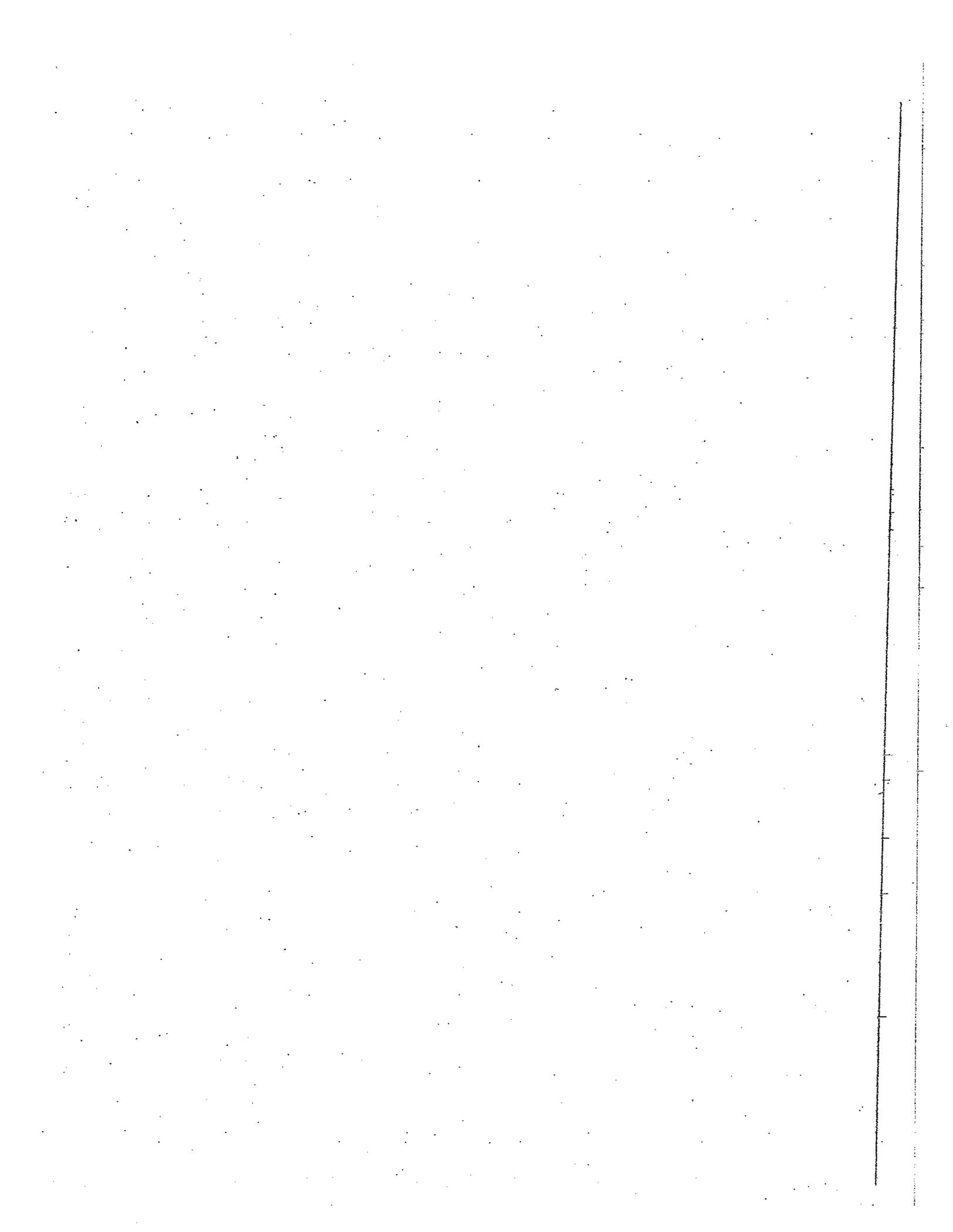
MICHIGAN DEPARTMENT OF
ATTORNEY GENERAL

By: 

Celeste R. Gill, Assistant Attorney General

Date: 9/15/10

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IDJAF-085898/0014



**EXHIBIT A TO SETTLEMENT AGREEMENT
 BETWEEN MRP PROPERTIES COMPANY, LLC, MICHIGAN REUTILIZATION, LLC, AND STATE OF MICHIGAN
 ASSUMED CLAIMS**

Part 213 Sites

District	County	Facility ID	Site ID	Facility	Project No.
Cadillac	Grand Traverse	00009419		Speedway #8700 5980 North US-31 Acme, MI	440079
Cadillac	Grand Traverse	00009435		Speedway #8868 704 Front Street Traverse City, MI	440080
Cadillac	Grand Traverse	50001302		Bankruptcy Estate of David Evans 336 W Front Street Traverse City, MI	440099
Cadillac	Wexford	00009415		Admiral Petroleum #37 805 S. Mitchell Street Cadillac, MI	444555
Gaylord	Alpena	00021807		Total #2587 2140 State Street Alpena, MI	449550
Gaylord	Roscommon	00009535		Total #4328 1099 W Houghton Lake Prudenville, MI	440831
Grand Rapids	Kent	00009410		Speedway #8880 575 28th Street SW Wyoming, MI	444551
Grand Rapids	Kent	00009416		Rich Oil #8767 4417 Remembrance Rd. NW Grand Rapids, MI	440627
Grand Rapids	Kent	00009420		Admiral Petroleum #35 194 S Main Cedar Springs, MI	U09420
Grand Rapids	Kent	00009534		Speedway #8768 4404 Eastern Ave SE Grand Rapids, MI	440626

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District	County	Facility ID	Site ID	Facility	Project No.
Jackson	Jackson	00009411		Speedway #8774 970 N West Ave Jackson, MI	444552
Jackson	Washtenaw	00016341		Speedway #8884 1395 E Michigan Ave Ypsilanti, MI	445989
Jackson	Washtenaw	00016386		Carpenter Packard LLC 4025 Packard Street Ann Arbor, MI	446024
Jackson	Washtenaw	00016409		Speedway #8705 4001 S State Rd Ann Arbor, MI	446039
Kalamazoo	Berrien	00004324		Total Retail #2752 2138 E Napier Ave Benton Harbor, MI	443471
Kalamazoo	Berrien	00034188		Marathon Express 2670 M-139 Benton Harbor, MI	447291
Kalamazoo	Calhoun	00016953		Total #8711 202 Main Street Battle creek, MI	U01337
Kalamazoo	Kalamazoo	00002011		Speedway #8729 208 River Street Constock, MI	443015
Kalamazoo	Kalamazoo	00009437		Michigan Petroleum LLC 605 Michigan Ave Kalamazoo, MI	444561
Kalamazoo	Berrien	00004323		Speedway #8720 N Cass Street Springs, MI	105

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District	County	Facility ID	Site ID	Facility	Project No.
Kalamazoo	Berrien	00004330		Speedway #8857 3245 Niles Rd St. Joseph, MI	
Lansing	Clinton	00016961		Total Dist. Off #2031 15750 N East Lansing, MI	
Lansing	Eaton	00012967		Blodgett #162 1700 S Waverly Rd Lansing, MI	445398
Lansing	Genesee	00008084		Batal South Inc 2805 N Saginaw MI	444292
Lansing	Genesee	00008091		Flushing Marathon 1413 Flushing Rd Flushing, MI	444297
Lansing	Genesee	00008103		Speedway #8797 S Sheridan Rd MI	3117 441712
Lansing	Genesee	00009404		Speedway #8749 G-2169 W Bristol Rd Flint, MI	441714
Lansing	Genesee	00009414		Total #8747 G-3427 S Linden Rd Flint, MI	441709
Lansing	Genesee	00012975		Admiral Petroleum Co #31 G-4006 Richfield Rd Flint, MI	441472
Lansing	Genesee	00016380		Total Station #2023 603 N Leroy Street Fenton, MI	446020

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District	County	Facility ID	Site ID	Facility	Project No.
Lansing	Genesec	00016951		Speedway #8752 G-5252 W Miller Rd Flint, MI	
Lansing	Genesec	00040486		Dr Hugh Grover 3401 Fenton Rd Flint, MI	U40486
Lansing	Gratiot	00005239	29000021	Perrinton, Total 102 S. Robinson Street Perrinton, MI	452882
Lansing	Gratiot	00010218		Total Pipeline Bridge Rd Alma, MI	444739
Lansing	Gratiot	00010596		Total Alma Service Center 17650 E Superior Street Alma, MI	444919
Lansing	Ingham	00008095	33000554	Total Super Stop #7 629 W Saginaw Lansing, MI	444301
Lansing	Ingham	00008096		Speedway #8793 1201 N Cedar Street Lansing, MI	449243
Lansing	Ingham	00008097		RS Grand River 1301 E Grand River Ave East Lansing, MI	444302
Lansing	Ingham	00008099		Speedway #8792 6825 S Cedar Street Lansing, MI	444303
Lansing	Ingham	00008100		Speedway #8791 1923 E Michigan Ave Lansing, MI	444304

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Lansing	Ingham	00009424		Total #8787 3145 S Cedar Street Lansing, MI	441815
Lansing	Ingham	00016944		Speedway #8789 3601 S Cedar Street Lansing, MI	
Lansing	Lapeer	00010659		Total Bulk Plant #0564 110 N Cedar Inlay City, MI	444928
Lansing	Lapeer	00011594		Total Station #0533 4093 N Lapeer Rd Lapeer, MI	441886
Saginaw Bay	Arenac	00009418		Rich OH #8358 320 S Main St Standish, MI	440716
Saginaw Bay	Bay	00009417		Speedway #8715 1223 Broadway Street Bay City, MI	444556
Saginaw Bay	Bay	00009433		Rich OH #8714 1809 S Euclid Ave Bay City	444559
Saginaw Bay	Bay	0016956		Speedway #8716 3780 Wilder Rd Bay City, MI	441179
Saginaw Bay	Iosco	00002004		Speedway SuperAmerica LLC #8816 200 S State Street Oscoda, MI	U02004
Saginaw Bay	Isabella	0016792		Total #4312 815 N Mission Mt. Pleasant, MI	U01110

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District	County	Facility ID	Site ID	Facility	Project No.
Saginaw Bay	Midland	00003799		Speedway #8807 6505 Eastman Ave Midland, MI	442375
Saginaw Bay	Midland	00009426		Speedway #8808 2500 N Saginaw Midland, MI	444558
Saginaw Bay	Saginaw	00005987		Speedway #8845 6095 State Street Saginaw, MI	441266
Saginaw Bay	Saginaw	00009406		Imlay City #10 6483 Bay Rd Saginaw, MI	441265
Saginaw Bay	Sauillac	00010661		Speedway #8730 1 N Howard Ave Croswell, MI	444929
Saginaw Bay	Sauillac	0010665	76000030	Imlay City Oil Co #5 92 Sauillac Sandusky, MI	441282
Saginaw Bay	Sauillac	00011592		Former Total Gas Station 5441 N Main Street Lexington, MI	445124
Saginaw Bay	Sauillac	00011593		Total Retail #0532 7 N Ridge (M-46 & M-425) Port Sauillac, MI	445125
Saginaw Bay	Tuscola	00010669		Imlay City Oil 524 N State Street Caro, MI	444933
SE Michigan	Macomb	00016342		Speedway #8838 29030 Utica Rd Roseville, MI	445990

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District	County	Facility ID	Site ID	Facility	Project No.
SE Michigan	Macomb	00016347		Independ Oil 33960 Grantot Ave Clinton Township, MI	4459995
SE Michigan	Macomb	00016393		TCP - Warren Fuels 28955 Van Dyke Ave Warren, MI	446029
SE Michigan	Macomb	00016417		Amoco Oil Co SS# 3893 50990 Van Dyke Ave Shelby Township, MI	446044
SE Michigan	Oakland	00016359		Speedway #8830 6980 Rochester Rd Rochester Hills, MI	446007
SE Michigan	Oakland	00016371		Amoco #135 30875 N Woodward Ave Royal Oak, MI	446014
SE Michigan	Oakland	00016372		Maple-Haggerty Marathon 3490 W Maple Walled Lake, MI	449344
SE Michigan	Oakland	00016373		Speedway #8840 1620 E 12 Mile Road Royal Oak, MI	446015
SE Michigan	Oakland	00016374		Subis Oil LLC 21815 W 10 Mile Road Southfield, MI	449713
SE Michigan	Oakland	00016387		Speedway #8832 1010 Rochester Rd Rochester Hills, MI	446025
SE Michigan	Oakland	00016390		Marathon 22599 Telegraph Rd Southfield, MI	U01345

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District	County	Facility ID	Site ID	Facility	Project No.
SE Michigan	Oakland	00016391		Speedway #8841 4727 Crooks Rd Southfield, MI	446028
SE Michigan	Oakland	00016395		A & J Kada Inc. 29020 Southfield Rd Southfield, MI	446030
SE Michigan	Oakland	00016401		Speedway #8848 24701 Northwestern Hwy Southfield, MI	446035
SE Michigan	Oakland	0016404		Total #4351 29030 Northwestern Hwy Southfield, MI	449914
SE Michigan	Oakland	00016410	63005893	Marathon #8813 24141 Novi Rd Novi, MI	446040
SE Michigan	Oakland	00016412		Greeta Petro & Mini Mart 547 N Perry Street Pontiac, MI	442250
SE Michigan	Oakland	00016416		Speedway #8873 4960 Dixie Hwy Waterford, MI	446043
SE Michigan	St. Clair	00002542	74500036	L & R Mini Mart 15004 Downey Rd. Mussey, MI	443123
SE Michigan	St. Clair	00010663		F & M Fuel Stop Inc 1301 Military St Port Huron, MI	444931
SE Michigan	St. Clair	00010668		Rich Oil #8824 2318 Oak St Port Huron, MI	444932

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 BETWEEN MRP PROPERTIES COMPANY, LLC, MICHIGAN REUTILIZATION, LLC, AND STATE OF MICHIGAN
 ASSUMED CLAIMS**

District	County	Facility ID	Site ID	Facility	Project No.
SE Michigan	St. Clair	00016384		Speedway #8702 440 Pointe Tremble Rd Algonac, MI	550188
SE Michigan	Wayne	00016344		Fast Track 23785 Michigan Ave Dearborn, MI	445992
SE Michigan	Wayne	00016349		K-342 33234 Schoolcraft Rd Livonia, MI	445997
SE Michigan	Wayne	00016350		Sy Fuel Inc 27360 Grand River Ave Redford, MI	445998
SE Michigan	Wayne	00016356		Marathon 2472 Dix Hwy Lincoln Park, MI	446004
SE Michigan	Wayne	00016357		Ayoub Petro 10000 Plymouth Rd Detroit, MI	446005
SE Michigan	Wayne	00016360		Map Gas Inc. 14417 Linwood St Detroit, MI	446008
SE Michigan	Wayne	00016362		Speedway #8875 37345 Cherry Hill Rd Westland, MI	
SE Michigan	Wayne	00016366		Cingo Station 42395 Ann Arbor Rd Plymouth, MI	446012
SE Michigan	Wayne	00016377		Speedway #8863 21943 Boorse Rd Taylor, MI	449569

**EXHIBIT A TO SETTLEMENT AGREEMENT
 BETWEEN MRP PROPERTIES COMPANY, LLC, MICHIGAN REUTILIZATION, LLC, AND STATE OF MICHIGAN
 ASSUMED CLAIMS**

District	County	Facility ID	Site ID	Facility	Project No.
SE Michigan	Wayne	00016388		Speedway #8801 31374 Schoolcraft Rd. Livonia, MI	446026
SE Michigan	Wayne	00016389		Degundre Petro Corp 1901 E 7 Mile Rd Detroit, MI	446027
SE Michigan	Wayne	00016392		Amercer Mini Mart 22645 W 8 Mile Rd Detroit, MI	449714
SE Michigan	Wayne	00016398		Total #98865 6750 Telegraph Rd Taylor, MI	446032
SE Michigan	Wayne	00016414		Marathon 32919 Cherry Hill Rd Westland, MI	U01336
SE Michigan	Wayne	00016418		Speedway #8820 1066 N Mill St Plymouth, MI	446045
SE Michigan	Wayne	00018225		Speedway #8833 32905 Fort Rd Rockwood, MI	446546
SE Michigan	Wayne	00018226		Alfa Enterprises Inc 2308 Fort Street Lincoln Park, MI	446547
SE Michigan	Wayne	00018227		Maf Enterprises 25664 Gibraltar Flat Rock, MI	446548
SE Michigan	Wayne	00018232		Total Petroleum Inc #2645 3164 Dixie Hwy Lincoln Park, MI	449329

**EXHIBIT A TO SETTLEMENT AGREEMENT
 BETWEEN MRP PROPERTIES COMPANY, LLC, MICHIGAN REUTILIZATION, LLC, AND STATE OF MICHIGAN
 ASSUMED CLAIMS**

District	County	Facility ID	Site ID	Facility	Project No.
SE Michigan	Wayne	00018233		Speedway #8837 35351 Goddard Rd Romulus, MI	449029
Part 201 Sites					
Cadillac	Leelanau	45000015		Total Pet Marine Terminal 13547 W Bay Shore Dr Traverse City, MI	455462
Cadillac	Missaukee	57000052		Total Norwich Facility 10909 Otwell Road Moorestown, MI	455366
Cadillac	Oscoda	67000042		Total Crude Oil Transfer Station US 10 West Reed City, MI	453733
Gaylord	Antrim	05000037		Woodland Oil Bellaire Bulk East Broad Street Bellaire, MI	454077
Gaylord	Roscommon	72000007		Total Pipeline Corporation M-18 & S Line Rd Roscommon, MI	453754
Gaylord	Roscommon	72000090		Federal Avenue Bulk Plant Federal Ave Houghton Lake, MI	454981
Grand Rapids	Kent	41000750		Total Petroleum Chicago Dr./Viaduct St. Area Grandville, MI	454319
Lansing	Gratiot	29000019		Midwest Refinery Bridge Street Alma, MI	
Lansing	Gratiot	29000040		Total Petroleum Lansing Product Line T11N, R03W, Sec 2, AAC Alma, MI	453755

**EXHIBIT A TO SETTLEMENT AGREEMENT
 BETWEEN MRP PROPERTIES COMPANY, LLC, MICHIGAN REUTILIZATION, LLC, AND STATE OF MICHIGAN
 ASSUMED CLAIMS**

District	County	Facility ID	Site ID	Facility	Project No.
Saginaw Bay	Arenac		066000049	TPI Petroleum Adams Station	455679
				West Sterling Road	
				Sterling, MI	
Saginaw Bay	Bay		099000090	Total Abandoned Pipeline Wilder	453768
				Wilder Road, btwn 7 and 8 Mile Road Auburn, MI	
SE Michigan	Wayne		82002482	Marathon Romulus Terminal	456467
				28001 Citrin Drive Romulus, MI	

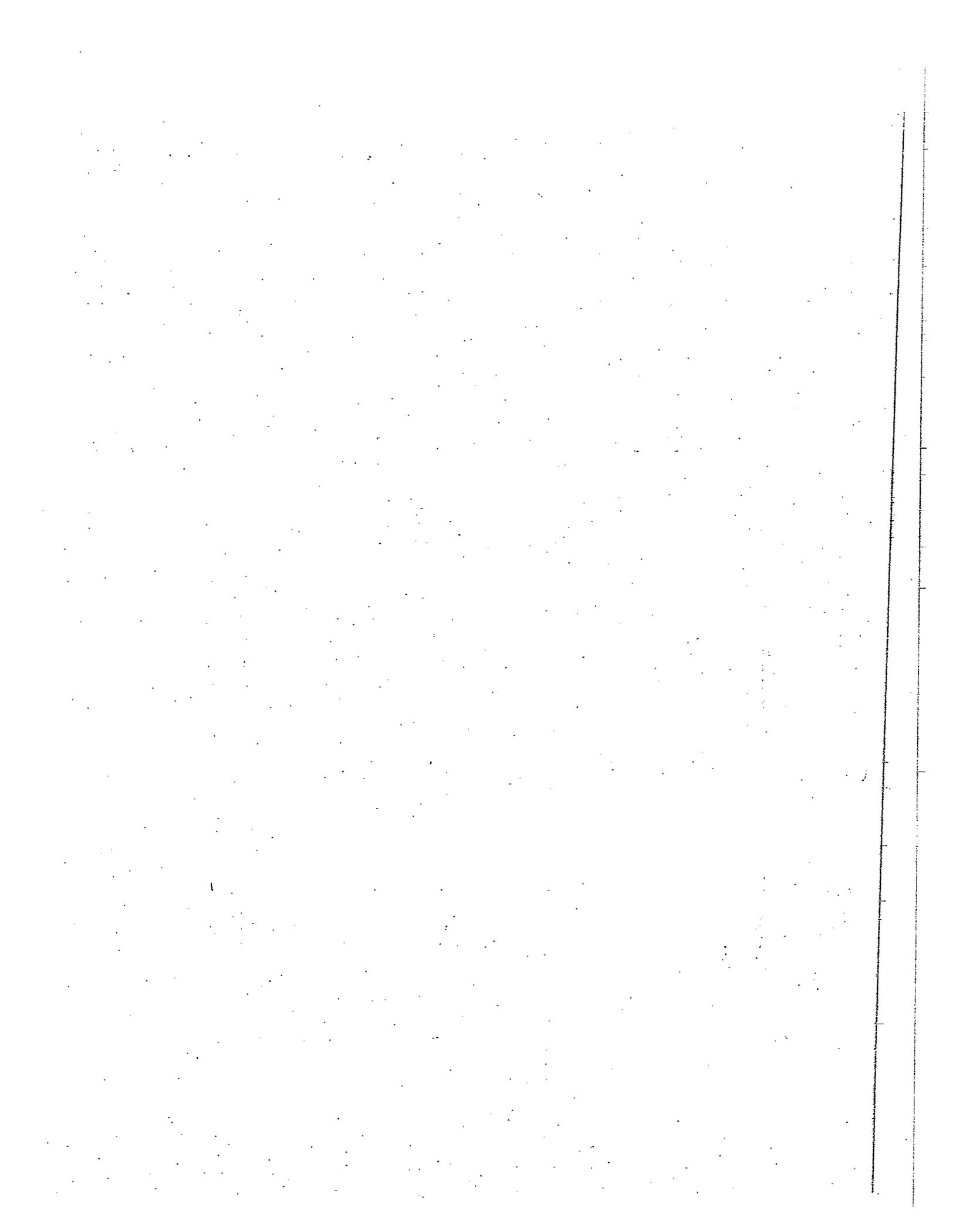
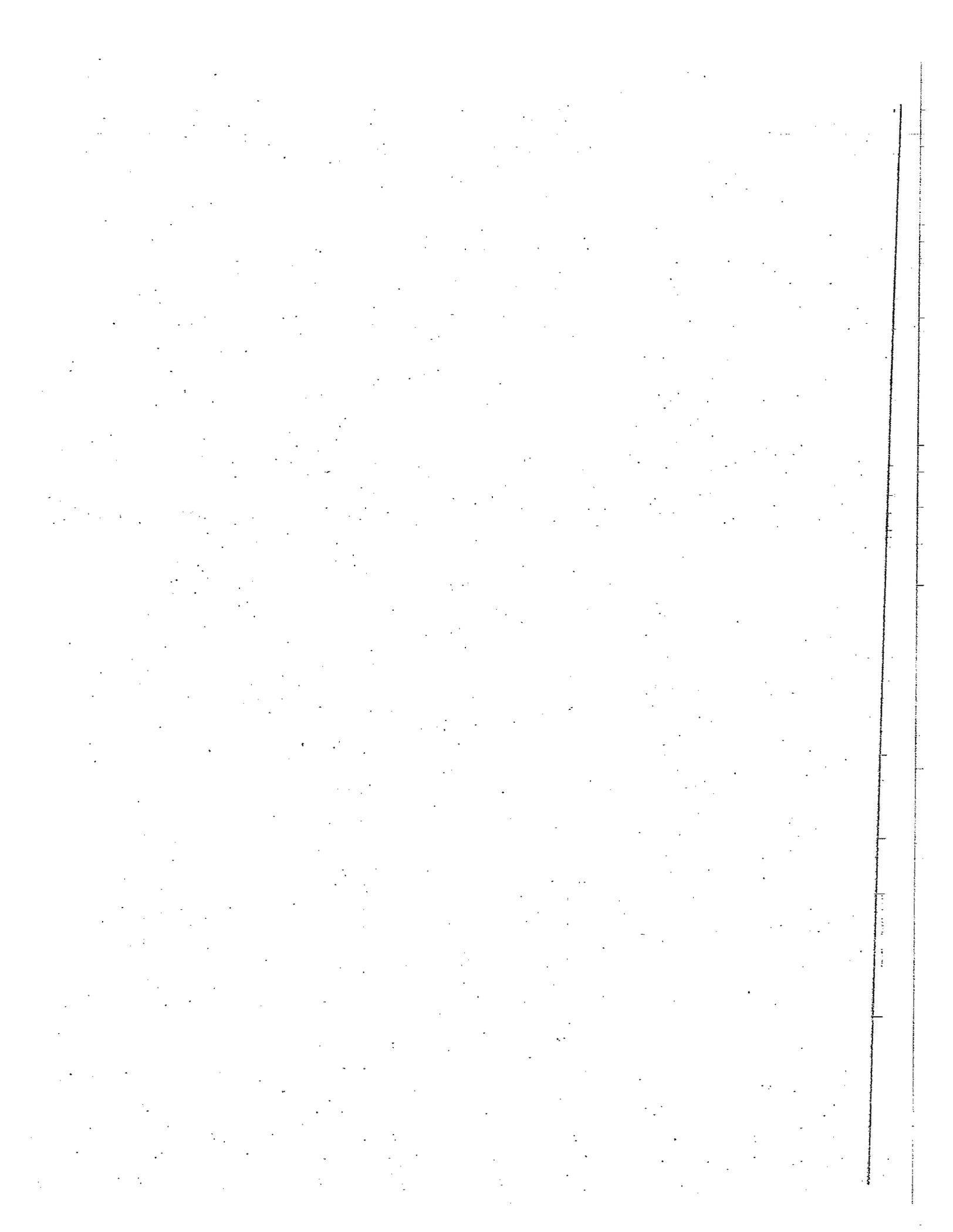


EXHIBIT B
TO SETTLEMENT AGREEMENT BETWEEN MRP PROPERTIES COMPANY, LLC,
MICHIGAN REUTILIZATION, LLC, AND STATE OF MICHIGAN

CONSENT ORDER SITES

1. Administrative Order by Consent AOC-ERD-96-007, pertaining to the Former Roosevelt Refinery located in Mt. Pleasant, Isabella, County, Michigan
2. Administrative Consent Order ACO-SW98-006, entered August 18, 1998, pertaining to the Roosevelt Refinery located in Mt. Pleasant, Isabella County, Michigan
3. Consent Order, WMD Order No. 111-07-99, dated October 5, 1999, pertaining to the Alma Refinery located in Alma, Gratiot County, Michigan
4. Corrective Action Consent Order, WHMD Order No. 111-10-02, pertaining to the Alma Refinery located in Alma, Gratiot County, Michigan



CORPORATE GUARANTEE

This Corporate Guarantee ("Guarantee") is effective September 22, 2010, and is provided to the State of Michigan ("State") by Ultramar Ltée ("Ultramar"), a business corporation organized under the laws of Canada whose business address is 2200, McGill College, Montreal, QC H3A 3L3, Canada, on behalf of MRP Properties Company, LLC ("MRP"), a Michigan limited liability company, whose business address is P.O. Box 696000, San Antonio, TX 78269-6000. The Guarantee is provided solely for the benefit of the Michigan Department of Natural Resources and Environment ("MDNRE") and no other person or entity.

Recitals

Whereas, MRP has entered into a Settlement Agreement ("Agreement") with the State, dated September 15, 2010.

Whereas, this Guarantee is required under Paragraph 3 of the Agreement, is attached to the Agreement, and forms part of the Agreement.

I. Representations And Warranties Of Guarantor

1.1 Corporate Authority

Guarantor hereby represents and warrants as follows:

(a) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of Canada. Guarantor has the requisite corporate powers and authority to own its property and assets, to carry on its business as it is now conducting it, and to execute, deliver, and perform this Guarantee; and

(b) The execution, delivery, and performance of this Guarantee and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Guarantor and will not violate any provision of law, any order of any court or other agency of government, the articles of incorporation or bylaws of Guarantor, or any indenture, agreement or other instrument to which it is a party or by which it or any of its property is bound; and will not conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument.

II. Guarantor's Business Covenants

The Guarantor covenants that, during such time as this Guarantee is in effect, it will comply with the following:

2.1. Financial Records

Guarantor will:

(a) Maintain a system of accounting, which is established and administered in accordance with generally accepted accounting principles;

(b) Keep adequate records and books of account in which true, accurate, and complete entries are made and which reflect all transactions that are required to be reflected by such accounting principles; and

(c) Keep adequate records of any property owned by it.

2.2 Corporate Existence and Rights

Guarantor will perform or cause to be performed all things necessary to preserve and keep in full force and effect its existence, rights and franchises, provided that this covenant shall not apply so as to prevent the Guarantor from entering into any transaction whereby all or substantially all of its assets and liabilities (including its obligations in respect of this Guarantee) are acquired and assumed by another corporation, whether by, merger or otherwise.

2.3 Compliance with Law

Guarantor will not violate any laws, ordinances or governmental rules and regulations to which it is subject and will not fail to obtain any licenses, permits, franchises or other governmental authorizations that are necessary to the ownership of its property or the conduct of its business, if such violation or failure to obtain would materially and adversely affect Guarantor's ability to perform its obligations under this Guarantee.

III. Information As To Guarantor

3.1 Financial Information

The State acknowledges that it has received and reviewed financial statements of Guarantor for calendar years 2007, 2008, and 2009 and a certificate of an officer of Guarantor attesting to the authenticity of those financial statements. After the Effective Date, the State can obtain a copy of a financial statement that has been prepared by the Guarantor in a form substantially similar to the form of the 2007-2009 financial statements and in the ordinary course of Guarantor's business by so requesting in writing to the Guarantor. If so requested, Guarantor shall provide to the State such prepared financial statement (and, if available and not previously requested by the State, any previous prepared financial statement). Any financial statement provided to the State under this Paragraph 3.1 will be accompanied by a certificate of an officer of Guarantor attesting to the authenticity of the financial statement and will be provided within a commercially reasonable time after request.

3.2 Notice of Breach

Immediately upon becoming aware of the existence of any condition or event that constitutes a breach of any covenants under this Guarantee (with the exception of breaches or notices of breach that the State of Michigan sends to Guarantor), Guarantor shall provide written notice to the State. Such notice shall specify the nature and

duration of the condition or event and the actions the Guarantor is taking or proposes to take to address the condition or event.

IV. Guarantee

4.1 Subject to Paragraph 4.2 of this Guarantee, Guarantor hereby irrevocably guarantees to the State the financial ability of MRP to implement any response or corrective action activities (collectively, "Response Activities") and to pay any response activity or corrective action costs, penalties, fines, or recoverable costs lawfully incurred by the State (collectively, "Costs") that (i) MRP expressly and voluntarily agrees to implement or pay at any of the Assumed Claims Sites (as such term is defined in the Agreement), (ii) MRP is obligated to implement or pay under a consent decree or administrative order at any of the Consent Order Sites, or (iii) MRP may become obligated under the Agreement to implement or pay by a final, valid, and enforceable court judgment or administrative order at any of the Assumed Claims Sites.

4.2 The obligations in Paragraph 4.1 and all other obligations of this Guarantee are subject to Guarantor's right to assert any right, claim, or defense that it or MRP may have under the law or the Agreement with respect to a claim by MDNRE that MRP has an obligation to perform Response Activities or pay Costs, which right of Guarantor this Guarantee expressly preserves and grants.

4.3 The provisions of Paragraph 4 of the Agreement ("Termination") are adopted in this Guarantee. Guarantor agrees to remain bound under this Guarantee until the termination provisions of Paragraph 4 of the Agreement have been fully met.

4.4 Guarantor agrees to notify the State by certified mail within 10 days of commencement of a voluntary or involuntary bankruptcy proceeding that names Guarantor as debtor.

4.5 Guarantor agrees that this Guarantee shall remain in effect regardless of any change in the membership of MRP or any sale, transfer, or alienation of any of the Assumed Claims Sites or Consent Order Sites.

4.6 This Guarantee may be assigned by Guarantor if Guarantor and the assignee enter into an agreement in which the assignee agrees to assume all of the obligations set forth in this Guarantee, the assignee adequately demonstrates the financial ability to honor those obligations, and the MDNRE consents in writing to the assignment, which consent shall not be unreasonably withheld, delayed, or conditioned.

4.7 Upon occurrence of the events set forth in Paragraph 4.3 or Paragraph 4.6, Guarantor shall be discharged from its obligations under this Guarantee.

V. Term Of Guarantee

5.1 This Guarantee shall be fully enforceable by the State from the Effective Date of the Guarantee until the Guarantor is discharged under Paragraph 4.7 or the Agreement is terminated upon the express written consent of the MDNRE.

VI. Notice

6.1 Any notifications required under this Guarantee shall be directed to the following individuals at the addresses specified below, unless any of these individuals, their successors, or their attorneys provide notification of a change to the other party in writing.

As to Guarantor:

Donna Taylor
Counsel
Ultramar Ltée
2200, McGill College
Montreal, QC H3A 3L3, Canada

With a copy to:

John A. Ferrol
Dykema Gossett, PLLC.
300 Ottawa Avenue, NW, Suite 700
Grand Rapids, MI 49503-2306

As to the State:

Chief, Compliance and Enforcement Section
Remediation Division
Michigan Department of Natural Resources and Environment
Constitution Hall
525 West Allegan Street
Lansing, MI 48933

With a copy to:

Celeste R. Gill, Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th floor
525 West Ottawa Street
Lansing, MI 48933

VII. Remedies

7.1 MDNRE, at its discretion, may choose to implement any Response Activities that have not been implemented, and may seek any remedies available to it under the Agreement, including recovery of its Costs.

7.2 No failure on the part of the State to exercise, nor any delay in exercising, any right hereunder shall operate as a waiver hereof. Neither the single or partial exercise of this Guarantee, nor the exercise of any other right, shall operate as a waiver hereof.

VIII. Governing Law/Consent To Jurisdiction

8.1 This Guarantee shall be governed by and construed in accordance with the laws of the State of Michigan. For the sole and exclusive purpose of enforcing the terms of this Guarantee, Guarantor consents to jurisdiction over it and the subject matter of this Guarantee in the state or federal courts within the State of Michigan, subject to any right of removal. With respect to an action under this Guarantee, state court venue is proper in any county in which any Site in dispute is located or Ingham County and federal court venue is proper in any judicial district in which any Site in dispute is located or Ingham County is located.

IX. Successors And Assigns

9.1 This Guarantee shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

X. Integration

10.1 This Guarantee constitutes the entire obligation of Guarantor insofar as it concerns the Agreement between MRP, Michigan Reutilization LLC, and the State dated September 15, 2010. Any word or phrase not defined in this Guarantee but defined in the Agreement shall have the meaning assigned to it in the Agreement.

XI. Effective Date

11.1 This Guarantee shall become effective on the date that the Agreement is signed by the parties.

XII. Authority

12.1 The undersigned representative of Guarantor certifies that he/she is fully authorized to execute and legally bind Guarantor to the obligations undertaken in this Guarantee. The undersigned representative of the State of Michigan certifies that he/she is fully authorized to accept this Guarantee.

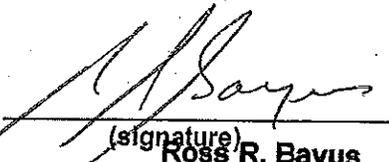
{Signatures on Following Page}

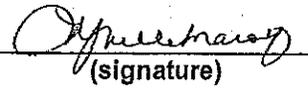
EXECUTED THIS 22nd day of September, 2010.

Ultramar Ltée

ACCEPTANCE OF GUARANTEE

Michigan Department of
Natural Resources and Environment

By: 
(signature)
Ross R. Bayus
Name: Vice-President
Supply, Wholesale and Commercial Sales
Title: Vice President

By: 
(signature)
Name: Lynette Marolt 10/4/10
(typed)
Chief, Remediation Division

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