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bp

Nathan Block
Senior Counsel, Litigation & Disputes
BP Legal

BP America Inc.
501 Westlake Park Blvd.
Houston, TX 77079
Direct: +1-832-619-4789
Fax: 281-366-7578
Nathan.Block@bp.com

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SUPERFUND DIV.
DIRECTOR'S OFC.

January 11, 2018

Mr. Kenneth Talton, Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. EPA, Region 6
1455 Ross Ave
Dallas, TX 75202-2744

Re: Response of BP America Inc. and Atlantic Richfield Company to Request for Information Pursuant to Section 104(e) of CERCLA –
Star Lake Canal Site, Jefferson County, YX, GNL & CERCLIS # TX 0001414341

Dear Mr. Talton:

BP America Inc ("Respondent") provides this written response ("Response") to EPA's CERCLA Section 104(e) Request for Information ("Request") dated November 1, 2017, On November 20, Edwin Quinones, Attorney, informed us that the Superfund Division Branch Chief for Enforcement, extended the deadline for Atlantic Richfield's Response until January 12, 2018.

Respondent has made a thorough effort to collect, review, summarize, and produce documents and information in its possession and control that are responsive to the Request. This effort was conducted to enable Respondent to respond accurately, in good faith, and to the best of its knowledge, consistent with its obligations under CERCLA section 104(e), 42 U.S.C. § 9604(e). In providing this Response, Respondent reserves and does not waive all claims and defenses available to it under applicable law.

Responsive information and Respondent's objections are presented in Attachment A. Non-privileged, responsive documents are provided as pdf images on the enclosed DVD, organized by electronic folders, which correspond to the questions in the Request. As explained in Attachment A, EPA will need to enter the following password to access the encrypted

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information on the DVD: **mbN8gs8epHrR**. The DVD contains a .ZIP folder that needs to be unzipped by using this password in order to access the production.

The scope of this Response is limited to some extent by the fact that Respondent formerly owned and operated a refinery in an area to the west of the area described as Molasses Bayou. However, the land associated with that refinery is east of Star Lake Canal Site but does not strictly speaking appear to fit within EPA's definition of the "Respondent's Molasses Bayou Property. Moreover, Respondent and affiliated entities have had no ownership interest in that refinery since 1971. Many of the documents relating to its past operations remained at the facility and were conveyed to the new owner at the time of the acquisition.

Questions pertaining to this Response should be directed to Mr. Nathan Block, Senior Counsel for BP America, Inc. Contact information is provided in Response No. 1 in Attachment A.

Sincerely,

Nathan Block
BP America Inc.

Enclosures: Attachment A
DVD labeled Star Lake Canal Production Wave 001

cc: Douglas Birkbeck

Page 1 of 1

Tracking No: WT6-P0000016527

Talton Kenneth
EPA REGION 6

Phone: 214.665.7475
Received On: 01-16-2018 12:28pm

ORIGIN ID:NQIA (832) 619-4789
NATHAN BLOCK
BP AMERICA INC
501 WESTLAKE PARK BLVD
WL1-LR-03.668B
HOUSTON, TX 77079
UNITED STATES US

SHIP DATE: 11JAN18
ACTWGT: 0.10 LB
CAD: 107090443/INET3920

BILL SENDER

TO **KENNETH TALTON**
US EPA REGION 6
1445 ROSS AVENUE

DALLAS TX 75202
(214) 665-7475 REF: STAR LAKE CANAL
INV:
PO: DEPT:

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GENERAL OBJECTIONS

Respondent makes the following General Objections to the Request, including the requests for documents contained therein, and incorporates its General Objections into each of the written responses that follow. Without waiving or limiting these objections, Respondent has attempted to respond to the Request as completely and accurately as possible.

(1) Respondent objects to the Request to the extent it: (a) is overly broad; (b) is unduly burdensome; (c) is unduly time-consuming and contains redundant questions; and (d) seeks information that could be as readily located and identified by the EPA as by Respondent, including information that may be derived or ascertained from documents identified and made available by Respondent but that is also in the public record.

(2) Respondent objects to the Request to the extent it seeks information that is not authorized or required to be furnished under Section 104(e) of CERCLA, and is not relevant to the types of information required to be made available under CERCLA § 104(e)(2)(A)-(C); that is, information relating to: (A) the identification, nature and quantity of materials generated, treated, stored or disposed of at the Site; (B) the nature or extent of any release or threatened release of a hazardous substance at or from the Site; and/or (C) or the ability of any person to pay for or perform a cleanup at the Site. Respondent also objects to the Request to the extent it constitutes the functional equivalent of devices used during the discovery phase of a civil action, which are distinct from, and beyond the scope of, an administrative investigation authorized by Section 104(e). *See, e.g.*, Guidance on Use and Enforcement of CERCLA Information Requests and Administrative Subpoenas at 3-4, U.S. Environmental Protection Agency (Aug. 25, 1988).

(3) Respondent objects to the Request to the extent it seeks undocumented information, including descriptions of oral communications, discussions, conversations, and agreements, as well as individuals' awareness of events and circumstances, regarding events occurring over an extended period of time and many years ago.

(4) Respondent objects to the Request to the extent that it calls for information or documents protected under the attorney-client privilege, the attorney work product doctrine, the

joint defense privilege, the self-evaluation privilege, the right of privacy laws, the protection afforded trade secrets and confidential business information, and/or any other applicable privilege.

(5) Respondent objects to the Request to the extent it seeks to impose on Respondent an obligation to obtain information or documents from third persons or in the public record, or which otherwise are not in Respondent' custody or control.

OBJECTIONS TO THE INSTRUCTIONS AND DEFINITIONS

Without waiving or limiting its General Objections, which apply to all of the questions below, Respondent makes the following objections to the Instructions and Definitions and to all questions and requests for copies of documents that purport to use these Instructions and Definitions. In addition, and without any waiver of its General Objections, specific objections to individual questions in the Request are stated in response to that particular question. Without waiving or limiting its Objections to the Instructions and Definitions, Respondent has attempted to respond to the Request as completely and accurately as possible.

Respondent objects to Instruction No. 1 on the basis that some of the questions are overlapping and redundant, such that a separate "answer to each and every question and subpart of a question" would be unduly burdensome and unnecessary.

Respondent objects to Instruction No. 3 to the extent that is seeks to impose continuing obligations upon Respondent other than and outside the scope of those authorized pursuant to CERCLA § 104(e).

Respondent objects to Definition No. 4 on the grounds that the definition of "document" and "documents" is overbroad, unduly burdensome, and includes information that is protected under the attorney-client privilege, the attorney work product doctrine, joint defense privilege, the self-evaluation privilege, the right of privacy laws, the protection afforded trade secrets, and any other applicable privilege.

Respondent objects to Definitions No. 8, 9 and 10 of the term "identify" as unduly burdensome, since these definitions require extensive information beyond what is customarily and reasonably needed or acceptable to identify a corporation, document, or person.

Respondent objects to Definition No. 19 of "you," and "Respondent," insofar as this definition includes successors, parent companies, and subsidiary companies, on the grounds that it is overly broad and that to respond to any request using this definition would be impracticable, beyond the scope of Respondent's obligations under Section 104(e) of CERCLA, unduly burdensome, prohibitively time-consuming, and expensive.

RESPONSES TO QUESTIONS

GENERAL INFORMATION CONCERNING RESPONDENT

1. Provide the full legal name and mailing address of the Respondent. Also, identify Respondent's prior name(s) and Respondent's assumed name(s).

   Response: BP America Inc.
   501 Westlake Park Blvd.
   Houston, TX 77079-2604

   For the purposes of this 104e response, Respondent is also providing information on behalf of the Atlantic Richfield Company, a separate, wholly-owned subsidiary of BP America Inc.

2. Identify and provide the full name, title, business address, and business telephone number for each person answering these questions on behalf of the Respondent, and each person(s) that was relied on or consulted with in the preparation of the answer.

Response:

Nathan Block, Senior Counsel
BP Legal
501 Westlake Park Blvd.
WL1, 3.668b
Houston, TX 77079

Sherry Morris, Senior Paralegal
BP Legal
501 Westlake Park Blvd.
WL1, 3.
Houston, TX 77079

Doug Birkbeck, Liability Business Manager
BP Remediation Management
201 Helios Way
Rm. 6.376c
Houston, TX 77079

3. If Respondent wishes to designate an individual for all future correspondence concerning this Site, including legal notices, please provide the individual's name, address, and telephone number.

Doug Birkbeck, Liability Business Manager
BP Remediation Management
201 Helios Way

Rm. 6.376c
Houston, TX 77079

4. If Respondent is a business, please give a brief description of the business formation and nature of the business.

Response: The facility that is now Total's Port Arthur refinery was originally constructed by Atlantic Refining starting in approximately 1936. In 1966 Atlantic Refining and Richfield Oil merged to create the Atlantic Richfield Company. In approximately 1969, near the time of the completion of the Atlantic and Richfield merger, the Port Arthur refinery was sold to Standard Oil of Ohio (SOHIO), a subsidiary of British Petroleum (BP). In 1973, SOHIO sold the refinery to American Petrofina. In 2000, Atlantic Richfield Company was acquired by BP West Coast Products, then a subsidiary of BP Amoco. Atlantic Richfield Company is now a subsidiary of BP America Inc.

REQUESTS FOR DOCUMENTS

Please identify (see Definitions) and provide copies of all documents (see Definitions) consulted, examined, or referred to in the preparation of the answers to the above questions including all subparts of each question, or that contain information responsive to the question.

1. At any time has Respondent and/or Respondent's corporate predecessor(s) owned any parcel(s) and/or tract(s) of land in the area known as Molasses Bayou in Jefferson County, Texas and/or any parcel(s) and/or tract(s) of land between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou in Jefferson County, Texas?

a. If Respondent's answer to this question is yes, please provide a copy of each recorded deed that documents each purchase (purchased land area hereafter referred to as "Respondent's Molasses Bayou Property" or "Its Molasses Bayou Property").

Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record. Without waiver, and subject to the foregoing specific and general objections, Respondent has made a reasonable, good faith effort to identify and re-produce copies of non-privileged documents that contain information responsive to the questions set forth in the Request.

Further, Respondent objects that the term "Respondent's Molasses Bayou Property" is not clearly defined. The parcels on which the refinery in which Respondent's predecessor entities held interests does not appear to be "between" Pure Atlantic Road and Molasses Bayou. Without waiving this objection, Respondent has endeavored to gather and provide information we believe responsive to EPA's intended scope of this request and included the limited and otherwise responsive information we have about the refinery parcels in the general vicinity of the Star Lake Canal site, where applicable.

Response: Yes. As a function of the age of these transactions and the transfer of documentation associated with the sale of the refinery, we were only able to find a few deeds. We have a basis to know if they are an accurate representation of all of interests in the various tract(s) of land in the area known as Molasses Bayou in Jefferson County, Texas and/or any parcel(s)

and/or tract(s) of land between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou in Jefferson County, Texas that Respondent and affiliated entities may have held.

2. At any time has any business entity/entities related to Respondent and/or Respondent's corporate predecessor(s) owned any parcel(s) and/or tract(s) of land in the area known as Molasses Bayou in Jefferson County, Texas and/or any parcel(s) and/or tract(s) of land between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou in Jefferson County, Texas?

   a. If Respondent's answer to this question is yes, please provide a copy of each recorded deed that documents each purchase (purchased land area hereafter referred to as "Respondent's Molasses Bayou Property" or "Its Molasses Bayou Property").

   Objection: (1) Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record.

   (2) Respondent further objects to this question because the term "related to" is not defined. We have made a reasonable and diligent search of our corporate records and provided any information from current or former subsidiaries and entities that have been merged into Respondent. Without waiver, and subject to the foregoing specific and general objections, Respondent has made a reasonable, good faith effort to identify and re-produce copies of non-privileged documents that contain information responsive to the questions set forth in the Request.

Response: Yes. The response to General Information Request No. 4 above and Request for Documents No. 1 provide the best information we have regarding this inquiry. Our search did not identify any other related entities that owned tracts between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou in Jefferson County, Texas.

3. At any time has any business entity/entities that merged into Respondent and/or into Respondent's predecessor(s) owned any parcel(s) and/or tract(s) of land in the area known as Molasses Bayou in Jefferson County, Texas and/or any parcel(s) and/or tract(s) of land between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou in Jefferson County, Texas?

   a. If Respondent's answer to this question is yes, please provide a copy of each recorded deed that documents each purchase (purchased land area hereafter referred to as "Respondent's Molasses Bayou Property" or "Its Molasses Bayou Property").

   Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record. Without waiver, and subject to the foregoing specific and general objections, Respondent has made a reasonable, good faith effort to identify and re-produce copies of non-privileged documents that contain information responsive to the questions set forth in the Request.

   Response: Yes. The response to General Information Request No. 4 above

and Request for Documents No. 1 provide the best information we have regarding this inquiry. We did not identify any other entities that owned tracts between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou in Jefferson County, Texas and which were merged into Respondent or affiliated entities.

4. Prior to Respondent's acquisition and/or control of its Molasses Bayou Property, had Respondent been advised, heard rumors, or been given reason to believe any hazardous substance had been disposed of onto the property, released onto the property, allowed to drain across the property, and/or drain from the property onto any part of the adjacent Molasses Bayou wetland? If Respondent's answer to this question is yes, please explain and provide copies of all documents having information about the disposal/release of any hazardous substance(s).

RESPONSE: Our search did not locate any documents or information pre-dating Atlantic Refining's interests in the tracts between Pure Atlantic Road (a/k/a Highway 366) and Molasses Bayou where the original refinery was constructed.

5. At any time after Respondent acquired and/or controlled any part of Its Molasses Bayou Property, had Respondent been advised, heard rumors, or had reason to believe any hazardous substance had been disposed onto the property, released onto the property, allowed to drain across the property, and/or drain from the property onto any part of the adjacent Molasses Bayou wetland? If Respondent's answer to this question is yes, please explain and provide copies of all documents having information about the disposal/release of such hazardous substance(s).

RESPONSE: During the time Atlantic Richfield and SOHIO operated the facility, there were wastewater discharges into canals that drain to the Neches

River. No operating records with details on the discharge volumes and constituents were found in our search. Copies of some permits from the Texas Water Commission are included the response. However, from our documents we unable to ascertain if those are the only permits that were obtained. In 1981, a CERCLA103(c) form prepared by Atlantic Richfield Company and submitted to EPA noted that while on-site disposal was a common industry practice, the company did not have and could not identify specific information about on-site disposal. The 1989 Retec report identified likely historic solid waste management units from available public records and historic aerial photographs.

6. Has Respondent ever leased, rented, or in any other way allowed any person(s) and/or any business entity/entities to dispose/release any hazardous substance onto Its Molasses Bayou Property? If Respondent's answer to this question is yes, please explain and provide a copy of all lease agreements, all rental agreements, and/or other written agreements that granted/allowed the disposal/release of a hazardous substance onto Its Molasses Bayou Property.

Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record.

Response: The search of BP documents found no information relevant to this request. As a result, we have no basis from which to form a view on whether such leasing activity may have occurred.

7. Provide copies of all environmental investigations initiated by Respondent that were/are related to disposal/release of a hazardous substance onto or from the Molasses Bayou Property.

Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record.

Response: Atlantic Richfield Company commissioned a summary document review of waste disposal practices at the facility. That report dated May 26, 1989 was prepared by Remediation Technologies Inc (Retec) is included and identified as responsive to this request (the Retec Report). In late 1990s, Total and BP agreed to a funding and participation arrangement to address various historic waste disposal areas on the refinery property. BP and Total referred to these as "joint responsibility units" (JRU). Because Total owned the facility it was the contracting entity which initiated and directly managed the investigations and remediation. Total is expected to have the most complete and accurate documentation and will provide information related to the JRUs.

8. Provide copies of all reports Respondent has received from the City of Port Neches, the County of Jefferson, and/or the State of Texas that pertain to disposal/release of any hazardous substance(s);

a. On Respondent's Molasses Bayou Property.

b. From Respondent's Molasses Bayou Property-via drainage across the property and thereafter onto part(s) of the adjacent Molasses Bayou wetland.

Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record.

Response: Our search was unable to locate any reports or other documents responsive to this request.

9. Describe Respondent's activities that pertain to disposing/releasing hazardous substances on its Molasses Bayou Property. Unless Respondent's answer to the preceding statement is, "Respondent has never conducted any of the described activities on its Molasses Bayou Property," please answer the following questions:

a. Described the type(s) and quantity of hazardous substance(s) released onto Respondent's Molasses Bayou Property, and

b. Describe the chemical composition, characteristics, physical state, e.g., solid, liquid, gas, of each hazardous substance(s) released onto Respondent's Molasses Bayou Property, and

c. Identify the quantity/quantities of each such hazardous substance(s) released onto Respondent's Molasses Bayou Property.

Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record.

Response: In 1981, a CERCLA103(c) form prepared by Atlantic Richfield Company and submitted to EPA noted that while on-site disposal was a common industry practice, the company did not have and could not identify specific information about on-site disposal. The 1989 Retec report identified likely historic solid waste management units from available public records and historic aerial photographs. We lack sufficient information to provide the detailed information requested.

10. At any time was any hazardous substance(s) from any person(s), from any adjacent property owner(s), and/or from any business entity/entities (other than from Respondent) released onto Respondent's Molasses Bayou Property? Unless Respondent's absolute answer to the preceding statement is, "Such described activities never occurred on or at Respondent's Molasses Bayou Property," please answer the following questions:

a. Describe type(s) and quantity of hazardous substance(s) released onto Respondent's Molasses Bayou Property, and

b. Describe the chemical composition, characteristics, physical state, e.g., solid, liquid, gas, of each hazardous substance(s) released onto Respondent's Molasses Bayou Property, and

c. Identify the quantity/quantities of each such hazardous substance(s) released onto Respondent's Molasses Bayou Property, and

d. Identify the person(s) and/or business entity/entities that transported the hazardous substance(s) that had been released onto Respondent's Molasses Bayou Property, and

e. Identify the person(s) and/or business entity/entities from which the transporter(s) obtained the hazardous substance(s) that had been released onto Respondent's Molasses Bayou Property, and

f. Date(s) the hazardous substance(s) had been released onto Respondent's Molasses Bayou

Property

Objection: Respondent objects to this question to the extent it seeks identification or repeated identification of documents that: (i) were examined in connection with the preparation of this Response but which do not contain responsive information; (ii) are protected by one of the privileges described in General Objection 4 above; (iii) are responsive to more than one question; and/or (iv) were prepared by or for EPA or that could be as readily located and identified by EPA as by Respondent, including documents in the public record.

Response: Our search was unable to locate any reports or other documents responsive to this request and do not have a basis to answer this question for the time period during with Respondent owned or operated the refinery.

On this fifteenth day of November, 1968, by and between Atlantic Richfield Company (Atlantic), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, United States of America, and BP Exploration U.S.A. Inc., (BP), a corporation organized and existing under the laws of the State of Delaware, United States of America, in consideration of the mutual covenants and agreements hereinafter set forth, agree as follows:

1. Atlantic and Sinclair Oil Corporation (Sinclair) a New York corporation, have entered into a preliminary agreement of merger, a copy of which is attached as Appendix A, as a result of which all of Sinclair's assets will be transferred to Atlantic.

2. Atlantic agrees to sell and BP agrees to buy certain of the assets which Atlantic will obtain as a result of the merger with Sinclair and certain other assets now owned by Atlantic, which are as follows:

a) Marketing assets, including customer supply contracts but excluding product inventories, of Sinclair located in Maine, New Hampshire, Vermont, New York, Massachusetts, Rhode Island, Connecticut, New Jersey, Pennsylvania, Delaware, Maryland and the District of Columbia, as specifically set forth and described in Appendix B. Product inventories will be sold to BP on the date of transfer for a price

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b) The Sinclair refinery located at Marcus Hook, Pennsylvania, excluding crude and product inventories. A description of the equipment and facilities of such refinery is set forth in Appendix C. Crude and product inventories will be sold to BP on the date of transfer for a price to be negotiated between Atlantic and BP.

c) The Atlantic refinery located at Atreco, Texas, excluding crude and product inventories. A description of the equipment and facilities of such refinery are set forth in Appendix D. Crude and product inventories will be sold to BP on the date of transfer for a price to be negotiated between Atlantic and BP.

d) Certain transportation facilities as described in Appendix E.

e) All trademarks owned by Sinclair and the goodwill associated therewith; provided, however, that Atlantic reserves to itself licenses and rights sufficient under applicable laws to continue to use, except in the areas set out in 2(a) above the trademarks, tradenames and other similar rights, now owned by Sinclair and to be transferred to BP, for a reasonable period of time, not to exceed five years, after the transfer of such trademarks, tradenames

and other similar rights.

3. To make the transfer of these assets a viable business enterprise, Atlantic and BP will reach mutual agreement on the following matters as may be required:

a) Crude supply and transportation arrangements necessary for the operation of the two refineries transferred.

b) Product distribution arrangements.

c) Transfer of personnel and organization necessary to operate the facilities and conduct the operations transferred.

d) Supply of motor oils, lubricants and other automotive products to BP as it may require until such time as BP obtains another source for these products.

4. Atlantic and BP will attempt to reach final agreement prior to December 17, 1968 on all of the terms and conditions of a definitive agreement covering the proposed transaction. Such terms and conditions shall include all approvals and consents of governmental bodies, or the consent of any other party, in the United States and the United Kingdom deemed necessary in the opinion of counsel for Atlantic and BP to a transfer of any of the rights, properties or interests to be transferred hereunder.

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5. Atlantic, BP and Sinclair desire to avoid unwarranted speculation or rumors on the part of their employees, security holders and the general public regarding the proposed transaction, and it is therefore agreed that the terms hereof shall be made public promptly by a joint announcement.

6. It is recognized and understood by the parties that Atlantic's obligation to consummate the transaction with BP is conditioned upon consummation of the merger of Sinclair into Atlantic under applicable United States laws.

7. BP shall pay Atlantic as full consideration for the assets to be transferred the sum of $300,000,000 U.S. plus interest at the annual rate of 7%. This obligation shall be evidenced by a note or notes payable in six equal annual installments to the order of Atlantic for the sum of $300,000,000 U.S., or such greater amount of principal and unpaid interest as provided below. Interest shall accrue from the effective date of the transfer of assets described herein. Payment of principal or interest may be deferred until six months after the first shipment of commercial quantities of crude oil by BP or for BP's account on the North Slope area of the State of Alaska or December 31, 1972, whichever is earlier. In the event any such payment of interest due is deferred, the amount of such interest shall be added to the principal amount of the debt and shall be evidenced by an additional note from BP to Atlantic delivered on the due date for such payment of interest. The note or notes to be given by BP for the payments provided herein shall be in a form ~~contain adequate provisions for security~~ satisfactory to Atlantic.

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8. Atlantic and BP shall each have the right to terminate this agreement by giving written notice of termination to the other party at any time prior to reaching a final agreement which shall be approved by the boards of directors of Atlantic and BP in accordance with the applicable laws of the United States.

9. Upon the execution of this agreement Atlantic and Sinclair will cooperate fully in making available to BP all necessary information pertinent to the sale and transfer of the assets covered by this agreement.

BP EXPLORATION U.S.A. INC.

By _____
President Vice-President

ATLANTIC RICHFIELD COMPANY

By _____
Vice President

Consented to:

SINCLAIR OIL CORPORATION

By _____
Executive Vice President

ATR000000285

Millard E. Stone - Vice Pres & Director - S.O.C.

Vincent J. Gorman G. Atty SOC

[illegible] Exec. V.P. SOC

[illegible] President B.P. Exploration USA.

Edgar W. [illegible] V. Pres. "

Pinkal W. Reed Financial Pres. Atlantic Richfield Co.

Thomas H. Dizney - assoc. Gen. Counsel Atlantic Richfield Co.

ATR000000286

APPENDIX

A Preliminary Agreement between Sinclair and Atlantic

B Descriptions of Marketing Assets

B-1 Number of Marketing Locations

B-2 1967 Product Sales Volumes and Revenues

B-3 Refinery Yields and Product Sales

C Description of Marcus Hook Refinery

D Description of Atreco Refinery

E Pipelines plus Terminals Outside of Marketing Area Being Sold to BP ~~Exploration U.S.A., Inc.~~

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SINCLAIR OIL CORPORATION

Number of Marketing Locations at December 31, 1967

Type	Washington, D.C.	Maryland	Delaware	Pennsylvania	New Jersey	New York	New England[a] States	Total
Terminals[b]	1	3	-	13	3	7	4	31
Bulk Plants[b]	1	17	5	54	20	38	-	135
Service Stations								
Owned[b]	10	114	4	85	38	112	-	363
Long-Term Lease[c]	14	168	11	299	169	241	3	905
Sub-Total	24	282	15	384	207	353	3	1,268
Distributor (est.)[d]	-	19	-	369	157	273	555	1,373
Other[e]	9	504	48	1,224	319	936	5	3,045
Total Service Stations	33	805	63	1,977	683	1,562	563	5,686

44

(a) Maine, Vermont, New Hampshire, Rhode Island, Massachusetts, and Connecticut
(b) Assets owned by Sinclair Oil Corporation
(c) Service stations under long-term lease to Sinclair Oil Corporation
(d) Product supply contractual arrangements for varying periods
(e) Includes 753 privately owned service stations under short-term lease with Sinclair; remainder sell Sinclair branded products but have no binding product supply contracts

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1967 PRODUCT SALES VOLUMES AND REVENUES IN MARKETING AREA ~~PROPOSED FOR SALE~~

Product	Sales (B/D)			Sales Revenue ($ M)		
	Bulk Plant	Wholesale	Total	Bulk Plant	Wholesale	Total
Gasoline	29,649	41,031	70,680	$ 76.0	$ 77.0	$153.0
Avgas	--	183	183	--	.4	.4
Petrochemicals	182	2,083	2,265	.5	5.9	6.4
Jet Fuels	2	12,376	12,378	--	18.6	18.6
Distillate	21,429	15,578	37,007	45.2	24.4	69.6
Residual Fuel & LPG	6,931	18,201	25,132	6.6	13.8	20.4
Motor Oils	302	--	302	4.7	--	4.7
Industrial Oils	--	372	372	--	1.7	1.7
Lube Oils	262	162	424	2.2	1.5	3.7
Grease	38	10	48	.7	.2	.9
Process Materials	4	183	187	.1	.6	.7
Antifreeze	8	3	11	.2	.1	.3
	58,807	90,182*	148,989	$136.2	$144.2*	$280.4

*Includes estimated sales to branded distributors 34,000 63.0

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REFINERY YIELDS OF REFINERIES

TO BE SOLD TO BP ~~EXPLORATION U.S.A.~~ AND PRODUCT SALES IN MARKETING AREA

	Product Yields			Sinclair Oil Corporation's Product Sales in Marketing Area
	Marcus Hook (1)	Atreco (2)	Total	
Gasoline	47,000	46,500	83,500	70,700
Middle Distillate	34,000	28,100	62,100	49,400
Residual Fuel	11,000	7,700	18,700	25,100
Other	3,000	11,100	14,100	3,800
	95,000	83,400	178,400	149,000

(1) Actual 9 Months 1968

(2) Actual 1967

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[Conformed Copy]

AGREEMENT FOR SALE OF ASSETS

BY

ATLANTIC RICHFIELD COMPANY

TO

BP EXPLORATION U.S.A., INC.

December 18, 1968

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LIST OF EXHIBITS

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A	Management Contract	I
B	Description of Marketing Properties	I A
C	Description of Refineries	I B
D	Description of Transportation Facilities	I C
E	Subsidiaries and Affiliates	I D
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AGREEMENT FOR SALE OF ASSETS
BY
ATLANTIC RICHFIELD COMPANY
TO
BP EXPLORATION U.S.A., INC.

THIS AGREEMENT made this 18th day of December, 1968 by and between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and BP EXPLORATION U.S.A., INC. ("BP"), a Delaware corporation.

WITNESSETH:

WHEREAS, ARCO has entered into a plan of merger dated November 26, 1968 with SINCLAIR OIL CORPORATION ("SINCLAIR"), a New York corporation, whereby SINCLAIR will be merged into ARCO;

WHEREAS, ARCO as the surviving corporation and successor to SINCLAIR desires to sell certain assets, including assets now owned by SINCLAIR;

WHEREAS, ATLANTIC PIPE LINE COMPANY ("APL"), a Pennsylvania corporation and wholly owned subsidiary of ARCO, and SINCLAIR PIPE LINE COMPANY ("SPL"), a Delaware corporation and wholly owned subsidiary of SINCLAIR, also desire to sell certain assets;

WHEREAS, ARCO is acting as agent for APL and SPL; and

WHEREAS, BP desires to purchase said assets;

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

I. ASSETS TO BE PURCHASED

Subject to the terms and conditions herein set forth, ARCO agrees to sell and BP agrees to purchase the rights and properties hereinafter described (other than the Pipeline Assets, as hereinafter defined) on the first day of the month following the month in which the merger of ARCO and SINCLAIR becomes effective (unless such merger shall become effective on the first day of a month, then on the day on which the merger becomes effective, immediately after the time when it becomes effective), such date of sale being hereinafter called the "Closing," and ARCO, as agent for APL and SPL, agrees to sell and BP agrees to cause one of its subsidiaries to purchase the rights and properties hereinafter described in paragraph 1 of subsection C of this Section I (the "Pipeline Assets") as soon as such subsidiary shall have qualified, and received all approvals necessary, to own and to operate the Pipeline Assets (the date of such sale being hereinafter referred to as the "Pipeline Closing"). All such rights and properties, including the Pipeline Assets, are hereinafter collectively called the "Assets."

ARCO and its subsidiaries shall operate the Assets (except the Pipeline Assets) on behalf of BP, in accordance with a management contract in the form of Exhibit A attached hereto and made a part hereof, from and after the Closing, and APL and SPL shall operate the Pipeline Assets on behalf of the subsidiary of BP purchasing the Pipeline Assets, in accordance with pipeline management contracts to be entered into by them with BP or such subsidiary, from and after the Pipeline Closing, until the documents which transfer the Assets are delivered to BP or any of its subsidiaries as hereinafter provided or until such later date as is provided in the respective management contract. The dates on which the documents which transfer the Assets to BP or its subsidiaries are delivered are hereinafter called the "Transfer Dates."

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A. MARKETING PROPERTIES. ARCO will sell and assign to BP (1) those service stations, service station sites, offices and office buildings (except leases of office space at 1700 Broadway, New York City, New York and 600 Fifth Avenue, New York City, New York), bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were owned by or leased to SINCLAIR on the effective date of the merger of ARCO and SINCLAIR and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware and Maryland, the District of Columbia and the Counties of Arlington, Fairfax, Accomack and Northampton and the Cities of Alexandria, Falls Church and Fairfax in the State of Virginia (hereinafter collectively called the Northeast Marketing Area), but excepting assets owned or leased by a certain joint venture of SINCLAIR and KOPPERS CO., INC. (SINCLAIR-KOPPERS COMPANY) or by SINCLAIR-KOPPERS CHEMICAL COMPANY, a Delaware corporation, owned by the joint venture, and any assets owned or leased by SINCLAIR and used exclusively for petrochemicals produced at any plant not included in the Assets, (2) those bulk terminal facilities owned by ARCO at the date of this agreement which are connected to the pipeline owned and operated by Plantation Pipeline Company and those marine terminal facilities operated by ARCO at the date of this agreement at Port Everglades and Jacksonville, Florida, including, without limitation, all right, title and interest in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances belonging to or appertaining to to such properties and all buildings, structures and improvements located on such properties and necessary or incidental to the activities conducted thereon, and all equipment, fixtures, furniture and other personal property (except as provided in Section IV) relating to or located on such properties at the Closing and necessary or incident to the activities conducted thereon. A partial schedule of the properties described in clause (1) above and a complete schedule of the properties described in clause (2) above is contained in Exhibit B annexed hereto and made a part hereof.

ARCO will sell and assign to BP the interest owned by SINCLAIR on the effective date of the merger of ARCO and SINCLAIR in all options and all contracts to purchase, lease, or otherwise acquire properties of the character described in this Section I A.

Subsequent to the Closing, ARCO will furnish BP with all information requested by BP relating to the terminals connected to the pipeline owned by Colonial Pipeline Company at Tremley Point, New Jersey, Washington, D. C., and Baltimore, Maryland and the marine terminal facilities owned by ARCO at the date of this agreement at Baltimore, Maryland and Newark, New Jersey. ARCO and BP will thereafter discuss the possibility of exchanging such pipeline terminals for such marine terminal facilities.

B. REFINERIES. ARCO will sell to BP two refineries, one in Marcus Hook, Pennsylvania (the SINCLAIR Refinery) and the other located adjacent to Port Arthur, Texas (the ARCO ATRECO Refinery), including without limitation land, plant and office facilities, docks, marine terminal facilities, tankage, moveable equipment, tools, catalyst, piping, spare parts and other structures and improvements located on the site of each refinery as of Closing which are owned and being used in connection with its operation and maintenance, as more fully described in Exhibit C attached hereto and made part hereof.

ARCO will also sell all storage facilities not located on the site of either refinery but owned and used in connection with the operations of such refinery as described in Exhibit C.

C. TRANSPORTATION FACILITIES. 1. ARCO will arrange for the sale to a BP subsidiary of the interests owned by ARCO, APL or SPL in the pipelines used for the transportation of crude oil and petroleum products described in Exhibit D attached hereto and made part hereof, together with all related operating accessories, buildings and equipment (excluding accessories and equipment used wholly or in part in connection with transportation facilities not to be sold to BP hereunder and excluding all communications equipment and facilities forming a part of APL's communication system), and related rights of way, easements and real estate to the extent necessary to permit operation of

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said pipeline interests. ARCO or APL shall reserve from such real estate all interests necessary for the operation of such communications systems not transferred to BP.

The parties recognize that some of the Pipeline Assets are owned by APL or by SPL and that both APL and SPL are common carriers subject to the jurisdiction of the Interstate Commerce Commission and other governmental authorities having jurisdiction over public utility companies. ARCO, APL and SPL will assist in obtaining all necessary consents of governmental authorities to the transfer of the Pipeline Assets as contemplated hereby.

Of the purchase price of $300,000,000 to be paid for the Assets as provided in Section XII below, $27,500,000 shall be paid to the subsidiaries, APL and SPL, for the Pipeline Assets which sum shall be allocated between them in proportion to the reasonable fair market value of the Pipeline Assets sold by each of them hereunder.

It is the intent of the parties that on and after the Pipeline Closing the pipeline interests transferred hereunder shall continue as common carrier facilities. BP, and its subsidiary to whom the Pipeline Assets are transferred, shall take such action, including entering into or becoming a party to existing throughput agreements and stockholders' agreements, filing or joining in the filing of state and federal tariffs, and other action reasonably necessary or desirable to carry out this intention. BP will use its best efforts to assist ARCO, APL or SPL in obtaining written consents of parties to each of such agreements to release ARCO, APL and SPL from liability thereunder as soon as is reasonably possible, but without expense to BP. ARCO agrees to furnish to BP as soon as is reasonably possible copies of all material governmental administrative agency rulings, judicial orders, throughput agreements and stockholders' agreements relating to the Pipeline Assets and their operation as common carrier facilities.

The pipeline facilities sold hereunder have been constructed and are being operated and maintained on certain land under rights of way or easement agreements and other agreements in the nature of licenses or permits. ARCO agrees that it shall use its best efforts to effectively transfer to BP or its subsidiary all rights, titles and interests that ARCO, APL and SPL may hold under such agreements as of the Pipeline Closing. If any such rights and interests are not assignable or are assignable, in whole or in part, only with the consent of any other person, ARCO shall use its best efforts to obtain all consents necessary to effectively transfer such rights and interests to BP or to obtain for BP the benefits of any nonassignable rights and interests.

2. ARCO will sell to BP, or assign to BP all its interests under leases or other contractual rights in, all motor vehicles, railways cars and barges being used in connection with the operation and the maintenance of the Assets as of Closing. In the event that any of such motor vehicles, railway cars and barges are used in connection with the operation of properties other than the Assets, ARCO and BP shall decide which of such vehicles, railway cars or barges are to be purchased by BP.

D. Subsidiaries and Affiliates. ARCO will transfer to BP the stock interest in certain subsidiaries or affiliated corporations as described in Exhibit E attached hereto and made part hereof.

ARCO has guaranteed certain loans and commitments of said subsidiaries, which are more particularly identified in Exhibit F attached hereto and made part hereof. BP hereby agrees to assume said guarantees as at Closing and to use its best efforts to have ARCO released from any liability thereon as soon as reasonably possible, but without expense to BP.

ARCO has furnished and BP acknowledges the receipt of balance sheets of each of such subsidiaries, as of December 31, 1967 and September 30, 1968, and the related statements of income and net income retained for use in the business for the periods then ended. ARCO represents that said financial statements fairly present the financial condition as of such dates of each of those subsidiaries and the results of their operations for the periods then ended in conformity with generally accepted accounting principles applied on a consistent basis, except as may otherwise be indicated in the financial statements and notes thereto.

E. Other Assets. ARCO shall assign to BP the other assets described in Sections II, IV, VII and VIII and shall transfer and deliver all books, records and documents, or extracts thereof, necessary for efficient operation of the Assets by BP.

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Arco shall furnish to BP all such information as BP may request concerning the formulations for lubricating oil (including synthetic lubricants for aviation purposes) which are currently sold in the Northeast Marketing Area by Sinclair or produced at the Sinclair Refinery or at the ARCO ATRECO Refinery to bulk consumers described in the first sentence of Section VIII A. In the event ARCO is injured by the disclosure to or use by BP of such formulation in selling to the bulk consumers supplied by ARCO ATRECO Refinery, upon not less than six months prior notice, ARCO shall have the right to require discontinuance of such use. ARCO shall however discuss such action with BP prior to giving said notice. BP agrees to give a covenant of confidentiality in connection with such formulations.

II. TRADEMARKS, PATENTS, COPYRIGHTS

A. To the extent necessary to permit BP to continue and expand the operation and use of the Assets, ARCO, insofar as it has the right to do so, (1) shall, unless otherwise from time to time requested by BP, grant BP or its nominees ("nominees" being defined for the purpose of this Section II as subsidiaries or affiliates of BP) full, irrevocable, transferable and royalty-free licenses under all patent rights and proprietary rights as well as under related technical information and know-how owned, controlled, in the possession of, or licensable at the Closing by ARCO or SINCLAIR, or their respective subsidiaries, and (2) shall assign to BP or its nominees all operating rights and licenses granted by other owners of patents and proprietary rights and used in the operation of the Assets or, if such operating rights and licenses also affect assets retained by ARCO, grant a sublicense, or use its best efforts to obtain a direct license from the owner, to BP, or its nominees; provided, however, that no right or license is granted under this Section II. A. to operate or install refineries additional to or separate from the refineries to be sold under Section I. B. ARCO shall use its best efforts to obtain all consents or licenses necessary in this connection. BP will assume the obligations of ARCO under such operating rights and licenses to the extent that they pertain to such operation and use of the Assets. BP may, at its option, advise ARCO that it will not require the use of any operating right or license granted by other owners and, in such case, BP shall not be required to accept the obligations under any agreements relating thereto. BP for itself and its nominees agrees to give a covenant of confidentiality and non-use in connection with any licensing under patents and proprietary rights and with respect to the confidential technological information and know-how relating to such patents and proprietary rights, except to the extent required to operate and use the Assets.

B. ARCO shall assign to BP or its nominees all trademarks, which term shall include service marks, and trade names, whether or not registered, owned by SINCLAIR throughout the world at the Closing and used in connection with the marketing throughout the world of products and services of kinds produced or marketed by or at the Assets, together with the goodwill of the business to be transferred by this Agreement and symbolized by such trademarks and trade names. Such SINCLAIR trademarks and trade names registered or applied for in the United States Patent Office are described on Exhibit G attached hereto and made a part hereof. BP will grant ARCO a royalty-free license which shall be exclusive, except as to BP, to use the assigned SINCLAIR trademarks and trade names in that portion of the SINCLAIR business retained by ARCO, but only in connection with the products and services marketed by SINCLAIR and only in geographical areas in which they are being marketed at the Closing, the term of said license not to exceed five years. BP will also grant to ARCO a royalty-free irrevocable license to use and continue the use of the U.S. trademark ROCKET in the sale of petroleum products outside the Northeast Marketing Area but no right or license is granted to use said trademark in the Northeast Marketing Area. Such licenses shall provide that BP may inspect the products being marketed by ARCO under the SINCLAIR trademarks and trade names, which products shall be of a nature and quality at least equal to those heretofore marketed by SINCLAIR, to assure quality control to the extent necessary to defend BP's interest therein.

C. As soon after the Closing as is reasonably feasible and practical, ARCO shall discontinue the use of the assigned trademarks and trade names of SINCLAIR, except as to the trademark ROCKET, in relation to all goods whatsoever and BP shall discontinue the use of the ARCO trademarks and trade names. The parties recognize that premature discontinuance of the use by ARCO of trade names which include SINCLAIR in the corporate names of certain companies of SINCLAIR operating outside the United

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States, may work economic hardship on ARCO and that extension of the period of use in such instances may be desirable. Accordingly it is understood that the parties will consider objectively and constructively any question arising in respect to discontinuance of such trade names.

D. ARCO shall assign and transfer to BP or its nominees all SINCLAIR proprietary rights to copyrights, labels, and other advertising and marketing indicia to the extent applicable to the marketing throughout the world of products and services of kinds produced or marketed by or at the Assets.

E. ARCO represents and warrants that it does not know or have reasonable grounds to know of any infringement by any product, mark, process or operation to be acquired by BP hereunder of any valid patent, copyright, trademark or trade name of any third party and that there is no pending or threatened litigation against ARCO or SINCLAIR involving any claim of such infringement.

III. SUPPLY AND TRANSPORTATION FUNCTIONS

It is recognized that BP will require time to organize departments to (1) perform normal crude supply and transportation functions for the SINCLAIR Refinery and the ARCO ATRECO Refinery, (2) arrange for the supply of motor oils, lubricants, TBA and other products (except petrochemicals) for BP's marketing operations in the Northeast Marketing Area, and (3) perform administrative services, including but not limited to, retail credit card and other customer billing, credit and collection, performance reporting and general record keeping. To assist BP, ARCO agrees as follows:

A. CRUDE SUPPLY. ARCO will execute a crude supply contract for the SINCLAIR Refinery for 90,000 barrels per day at a price to be agreed for domestic crude oil and at a price of $ per barrel for foreign crude oil for a term expiring December 31, 1969. ARCO will execute a crude oil supply contract for the ARCO ATRECO Refinery for a price equal to the Southwest posted price plus the applicable transportation charges to the point of delivery for a period of ten years after Closing; provided, however, BP may, at its option, cancel such contract as of any time on or after January 1, 1972 on not less than twelve months' notice. The volume of crude supply to be furnished under such agreement is expected to be approximately 50,000 barrels per day. If either party incurs undue hardship under such contract the parties will consult each other with a view to ameliorating such hardship.

B. 1. MOTOR ALKYLATE. ARCO will arrange for the sale at a mutually agreeable fair commercial price of 650 barrels per day of motor alkylate, C. I. F. Marcus Hook, for a period of one year after the Closing.

2. DETERGENT ALKYLATE CUSTOMER ACCOUNTS. If requested by BP, for a period not to exceed twelve months after Closing, ARCO shall service accounts in effect at Closing of customers for detergent alkylate produced at the ARCO ATRECO Refinery, and shall use reasonable efforts in maintaining such accounts or obtaining new accounts so that the entire output of detergent alkylate of the ARCO ATRECO Refinery is sold.

C. PRODUCTS SUPPLY. ARCO will make the necessary product exchange arrangements in order to supply BP a minimum of 30,000 barrels per day of petroleum products, excluding petrochemicals (and if requested by BP at the option of ARCO, any greater amount), for the Northeast Marketing Area from the Colonial Pipeline for a term of five years from Closing and, unless cancelled by either party on not less than six months' notice, from year to year thereafter, or until BP has attained 30,000 barrels a day throughput in the Colonial Pipeline, whichever occurs sooner. ARCO will deliver to BP at the SINCLAIR Refinery for a period of two years from Closing and, unless cancelled by either party on not less than six months' notice, from year to year thereafter, up to 50,000 tons per year (or if available to ARCO up to 70,000 tons) of lube blend stocks together with all additives necessary for the production of lubricating oils of the type produced at the SINCLAIR Refinery as at the date hereof, and, for a period of one year after Closing, shall arrange for the supply in bulk to BP of motor oils, lubricants, tires, batteries, accessories and other products, excluding petrochemicals, now being sold by SINCLAIR in the ordinary course of its business in the Northeast Marketing Area, as and when BP may request.

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D. TRANSPORTATION.

1. *Crude oil pipelines.* In accordance with a pipeline management contract, ARCO or APL will operate the southwestern pipeline facilities sold to a subsidiary of BP hereunder for one year after the Pipeline Closing provided, however, if BP shall require APL to continue to operate such pipeline facilities for BP for an additional period, BP shall so advise ARCO by June 30, 1969.

2. *Ships.* ARCO will time charter to BP, U. S. flag tanker tonnage not to exceed 120,000 dwt. for a period ending, except for the completion of voyages, on December 31, 1969 for a mutually agreeable charter rate reflecting current prices for similar charters. To the extent necessary the tankers "P. C. SPENCER," "P. W. THIRTLE," "SINCLAIR TEXAS" and such other tanker capacity designated by ARCO shall be used in fulfilling the obligation hereunder. Such named tankers shall be held available exclusively for BP's purposes; provided, however, that if these arrangements cause financial hardship to ARCO, ARCO and BP will consult for purposes of equitably adjusting their obligations under these arrangements. BP shall have the option, to be exercised on or before September 30, 1969, to enter into a long-term charter of such tankers with ARCO or to designate a third person to whom ARCO shall sell such tankers. BP shall also have the option, to be exercised at least three months prior to the termination of the existing charter to MSTS, to charter the "J. E. DYER". The vessels shall be chartered or purchased at the then current fair market charter hire or purchase price for similar vessels.

3. *Communications.* APL shall arrange, at a mutually agreeable cost to BP, for necessary communications service for the operation of the Midland-Atreco Trunk Line.

4. *Delaware Bay.* ARCO shall use its best efforts to enable BP to participate in the Delaware Bay Feasibility Study Group.

5. *Atlantic Pipeline.* BP will utilize the Atlantic Pipeline for the purpose of transporting products into upstate New York, provided that such use is competitive with alternative means of transportation.

E. Unless otherwise provided hereunder: any supplies arranged for by ARCO under this Section shall be delivered to BP at the point of manufacture if supplied by ARCO and if not supplied by ARCO at the point where ARCO or its designees obtain delivery thereof; prices to be paid by BP for products manufactured by ARCO shall be ARCO's prices in effect on the date of delivery for the same class of trade; and all prices shall include applicable transportation charges to points of delivery to BP.

F. GENERAL. Requests by BP for supplies under this Section shall be made sufficiently in advance of proposed delivery dates to permit ARCO to arrange for the supplies requested. If ARCO is unable to make adequate supply arrangements as requested it will give prompt notice to BP and ARCO shall continue to give reasonable assistance to BP in arranging for its supply requirements.

G. In the event that ARCO, APL or SPL is unable to transfer any pipeline transportation facilities to BP as contemplated hereby, ARCO shall arrange to provide BP with other transportation facilities or services in lieu thereof and shall reimburse BP for any extra costs to BP resulting therefrom and shall make an equitable adjustment for loss of anticipated profits, if any.

IV. INVENTORIES

A. ARCO shall sell to BP all ARCO's interest in and to inventories of petroleum products, TBA, and other merchandise of the types now being sold by SINCLAIR in the ordinary course of its business and, as of Closing, located in the Assets in the Northeast Marketing Area and in all inventories

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of crude oil, petrochemical products, tetraethyl lead and other liquids, either produced by or used as feed stock for the refineries, liquids used for blending or as additives, petroleum products and intermediates used by and located in refinery tankage at the refineries to be sold to BP hereunder or used by and located at leased or other facilities being used by ARCO for storage of such inventories for use at such refineries. All such inventories shall be valued as follows:

1. All inventories of petroleum products (including inventories located at refineries and such other facilities) (but excluding petrochemicals) will be valued at the Gulf Coast cargo prices posted at Closing in Platts' Oilgram plus applicable transportation charges from the Gulf to point of delivery to BP and less ¼¢ per gallon, except as provided in the next paragraph.

2. All inventories of residual fuel oil at the ARCO ATRECO Refinery shall be valued at $1.40 per barrel, and all inventories of residual fuel oil at the SINCLAIR Refinery shall be valued at the contract price for supply from such Refinery, excluding any transportation charges, at Closing.

3. Crude oil at the ARCO ATRECO Refinery and such other facilities shall be valued at the Southwest posted price plus applicable transportation charges to the point of delivery to BP.

4. Domestic crude oil at the SINCLAIR Refinery and its associated facilities will be valued at a price to be agreed to by the parties on a grade-by-grade basis. Foreign crude oil at the SINCLAIR Refinery shall be valued at $ per barrel.

5. All inventories of TBA shall be valued as of Closing at ARCO's buying price as at Closing.

6. Inventories of petrochemicals shall be valued as of Closing at prices published on the date of Closing in the *Oil, Paint and Drug Reporter*.

7. All inventory in pipelines shall be valued at zero, the actual value of such inventory being included in the $300,000,000 purchase price prescribed in Section XII.

8. All other inventory (including refinery supplies and feedstocks) shall be valued as of Closing related to the value of the finished products, less ARCO's processing cost, and less ¼¢ per gallon.

9. "Point of delivery," as used in this subsection A, shall mean the place where inventories are located at Closing.

C. GENERAL. The amount to be paid by BP for the inventories shall be added to the total purchase price prescribed in Section XII and shall be paid in cash with interest at the rate of 7% per annum from Closing. Principal and interest shall be payable six months after Closing.

D. ARCO shall sell to BP all of ARCO's interest as of Closing in and to:

1. Crude oil owned by ARCO and in the possession of APL for delivery at the ARCO ATRECO Refinery.

2. Petroleum products owned by ARCO and in the possession of Laurel Pipeline Company, Colonial Pipeline Company, and SPL for delivery and use in the Assets in the Northeast Marketing Area.

E. The value of the inventories described in subsection D above is included in the $300,000,000 purchase price described in Section XII.

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V. Personnel and Labor Contracts

Some of the Assets to be transferred to BP are managed, operated and maintained by employees of ARCO, Sinclair, APL or SPL. These employees are compensated at established wage and salary rates; they participate in certain employee benefits described in Column 2 of Exhibit H annexed hereto; and they have certain employee rights and privileges arising out of the employment practices and working conditions in effect at these locations. Additionally, some of these employees, as members of established bargaining units, have certain rights and privileges arising out of the terms and conditions of employment established by existing labor agreements negotiated by duly recognized bargaining representatives.

A. BP agrees to offer employment to all employees of ARCO assigned to and necessary for the operation of any of the Assets on the Transfer Date for such Assets and where practicable to use its best efforts to offer employment to all other employees who cease to be employed by ARCO, APL or SPL, as the case may be, by reason of the sale of the Assets to BP or by reason of the termination of the management contract or of the crude oil pipeline operating agreement described in Section III and who are necessary to make the operation of the Assets a viable business enterprise. The employment offer will be at not less than the level of wages, working conditions, employee benefits and practices then applicable to them, except for stock option plans.

B. ARCO shall use its best efforts to make available to BP or its subsidiaries the staff necessary to make the operation of the Assets a viable business enterprise from persons employed by ARCO, Sinclair, APL or SPL.

C. BP agrees to give full recognition to the employment service with ARCO, Sinclair, APL or SPL, as the case may be, of all transferred employees in respect to their eligibility for employee benefits and privileges, including (but not limited to) sick leave, vacations, holidays, and other absences with pay.

D. BP agrees to recognize all established bargaining units insofar as said bargaining units cover and include the locations and properties to be conveyed to BP. BP further agrees to assume the obligations of ARCO, Sinclair, APL or SPL, as the case may be, to bargain collectively with the duly recognized representatives of the employees at these locations.

E. Where existing labor agreements cover employees at the Assets to be conveyed, BP will assume the obligations of ARCO, Sinclair, APL or SPL, as the case may be, under all such agreements to the extent that the agreements are applicable to said locations.

F. Certain applicable labor agreements contain severance pay provisions for employees laid off on a permanent basis. BP agrees to use its best efforts so that ARCO, APL and SPL shall not incur any liability for payment to employees of ARCO, APL and SPL as at the Closing or as at the Pipeline Closing and thereafter hired by BP.

G. BP recognizes that certain labor agreements to which ARCO, Sinclair, APL, or SPL are parties are open at the present time for the purposes of collective bargaining. ARCO, Sinclair, APL and SPL may be required to grant wage increases and changes in terms and conditions of employment as a result of these negotiations in order to reach agreement with the employees' collective bargaining representatives and in order to fulfill its legal obligation to bargain in good faith. ARCO agrees that such negotiations will be conducted in good faith and that the employers will use their best efforts to arrive at the most satisfactory terms reasonably obtainable.

VI. Employee Benefit and Benefit Plans

Prior to the time that any employees of ARCO or any of its subsidiaries become employees of BP or any of its subsidiaries, BP will establish the employee benefits and benefit plans required to be established by Section V, including, without limiting the foregoing, the benefits and benefit plans described in Column 1 of Exhibit H.

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The benefit plans so established shall provide that each employee of ARCO or its subsidiaries meeting the eligibility requirements of the benefit plans of ARCO or its subsidiaries who accepts employment with BP or a subsidiary of BP shall immediately become a member of the benefit plan of BP or its subsidiaries comparable to the benefit plan of ARCO or its subsidiaries of which such employee is a member.

The benefits and benefit plans so established by BP shall afford benefits to each employee of ARCO and its subsidiaries commencing on the date of transfer of employment to BP or its subsidiaries substantially equal to the benefits enjoyed by such employee as of the last day of his employment with ARCO or its subsidiaries under the comparable benefit plans and other benefits of ARCO or its subsidiaries. The employment service recognized by ARCO or its subsidiaries for each such employee shall be recognized by BP and its subsidiaries for all purposes with respect to all such benefits and benefit plans, including determination of eligibility. Benefits and benefit plans of BP and its subsidiaries and benefits and benefit plans of ARCO and its subsidiaries which are comparable for the purpose of this Section VI are those that are identified and shown opposite each other under Columns 1 and 2 in Exhibit H.

ARCO and BP agree that in working out the handling of benefit plans by ARCO and BP for those employees of ARCO or its subsidiaries who accept employment with BP or its subsidiaries that it is desirable to minimize for such employees the tax liability that may result from such handling and that it is desirable to prevent the discontinuance of benefits to which such employees are entitled at the time of their transfer of employment.

ARCO shall assume the obligation for retirement benefits with respect to the service with ARCO, SINCLAIR, APL or SPL, as the case may be, of employees transferred from the retirement plans of ARCO and SINCLAIR to the retirement plan to be established by BP. ARCO and BP shall use reasonable efforts to agree upon amounts to be transferred from the ARCO and SINCLAIR retirement plans to the retirement plan to be established by BP to fulfill such obligation of ARCO and if they fail to agree on such amounts, the funds shall be retained in the ARCO and/or SINCLAIR plans. If ARCO and BP agree to a transfer of such funds it shall be made on the conditions that the transfer will not result in adverse tax consequences under the provisions of the Internal Revenue Code of 1954, as amended, and that the funds so transferred will continue to be used for the benefit of such transferred employees. Any transfer of funds must be made in a manner that (1) will not affect the continued qualification of the ARCO and SINCLAIR retirement plans under Section 401 of the Internal Revenue Code of 1954, as amended, (2) will not constitute a partial termination of those plans, and (3) will not affect the qualification of the BP retirement plan to be established. With respect to the benefit plans that BP is required to establish under this Section, BP shall use its best efforts to include provisions that will assure a continuation of the existing tax treatment of the benefits now available to such transferred employees under the ARCO and SINCLAIR retirement plans.

BP shall make prompt application to the United States Internal Revenue Service and take such further action that may be necessary to receive a favorable determination that the BP employee retirement plan and the BP employee savings plan qualify under Section 401 (a) of the Internal Revenue Code.

VII. ACCOUNTS RECEIVABLE

BP shall purchase from ARCO accounts receivable on ARCO's books as of Closing of bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the SINCLAIR Refinery and the ARCO ATRECO Refinery, regardless of billing address, and the accounts receivable on ARCO's books as of Closing of all the customers for petrochemicals produced in the Assets being purchased by BP, regardless of billing address, and all other trade accounts receivable on ARCO's books as of Closing and arising out of SINCLAIR's petroleum business in the Northeast Marketing Area, having billing addresses in the Northeast Marketing Area. The accounts transferred to BP shall include but shall not be limited to the following types of accounts with billing addresses in

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the Northeast Marketing Area: retail credit card accounts, retail home heat and burner service accounts, commercial consumer gasoline accounts, service station dealer accounts and wholesale accounts of petroleum and TBA resellers. Such accounts receivable shall not include accounts receivable on ARCO's books as of Closing of bulk consumers, having billing addresses in the Northeast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery, or accounts receivable on ARCO's books as of Closing of customers, having billing addresses in the Northeast Marketing Area, of petrochemicals produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery.

BP shall pay ARCO for such accounts receivable an amount equal to the net balance of such accounts as of Closing after deducting a reserve for bad debts. Such reserve shall be determined in accordance with generally accepted accounting principles. The amount to be paid for the accounts receivable shall be added to the total purchase price prescribed in Section XII and shall be paid in cash, with interest at the rate of 7% per annum from Closing. Principal and interest shall be payable six months after Closing.

All payments received by ARCO subsequent to Closing on accounts receivable purchased by BP and shall be for the account of BP. Not less frequently than once a month after Closing, ARCO shall pay over to BP such payments received and shall report to BP the balances in such accounts as reflected on ARCO's books.

For purposes of identifying and valuing the accounts receivable described in the first paragraph of this Section, Closing shall be deemed to mean the close of all cycles of ARCO's cycle billing commencing on the date described in Section I as the Closing.

ARCO and BP shall agree on equitable apportionments of accounts receivable of so-called national or regional accounts of SINCLAIR prior to the merger whose contracts are assigned in whole or in part to BP under section VIII. ARCO shall assist BP in obtaining all consents from governmental accounts necessary to effectively sell and assign such accounts receivable to BP.

BP or its subsidiary shall purchase from APL and SPL, respectively, accounts receivable from shippers for shipments completed prior to the Pipeline Closing at the balance of such accounts as of Pipeline Closing. The amount to be paid for such accounts receivable shall be added to the total purchase price prescribed in Section XII and shall be paid to APL and SPL in cash, with interest at the rate of 7% per annum from Pipeline Closing. Principal and interest shall be payable six months after Pipeline Closing.

APL and SPL and BP or its subsidiary shall agree on equitable apportionments of transportation charges receivable from shippers under existing tariffs for shipments tendered and received for transportation but not delivered prior to the Pipeline Closing.

VIII. CONTRACTS

A. ***Customer Contracts.*** ARCO shall assign to BP all contracts for the sale to bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the SINCLAIR Refinery and the ARCO ATRECO Refinery, regardless of billing address, all contracts for sale to customers of petrochemicals produced in the Assets, regardless of billing address, and all other contracts for the sale by SINCLAIR of petroleum products to SINCLAIR customers whose billing addresses are in the Northeast Marketing Area, together with all other contracts pertaining to the relationships between SINCLAIR and said customers. Such contracts shall not include contracts for the sale to bulk consumers, having billing addresses in the Northeast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery, or contracts with customers, having billing addresses in the Northeast Marketing Area, for the sale of petrochemicals produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery.

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ARCO shall also assign to BP, without recourse, all evidences of indebtedness evidencing loans made by SINCLAIR or ARCO to customers whose contracts are assigned to BP and all security agreements executed as collateral security for such loans.

ARCO shall endorse such evidences of indebtedness to BP and shall execute in favor of BP, in form for filing or recording, assignments of the security agreements or evidences of such assignments as may be reasonably satisfactory to counsel for BP.

B. *Crude Exchange Contracts under Oil Import Quota Program.* ARCO will assign to BP SINCLAIR's rights under any outstanding contracts subject to Section 17 of Oil Import Regulation I, as it is now or may hereafter be revised or amended, providing for exchange of foreign crude oil for domestic crude oil during calendar year 1969 for crude supply to the SINCLAIR Refinery. BP will assume all of SINCLAIR's commitments to acquire foreign crude or purchase SINCLAIR's foreign crude oil that has been reserved by SINCLAIR for sale to inland refiners who are parties to exchange contracts involving foreign oil imported under an allocation issued pursuant to Section 10 of said Oil Import Regulation I.

C. *Other Sinclair Contracts.* Except as provided in paragraphs A, D and F of this Section, ARCO shall assign to BP all other contracts relating to the conduct of SINCLAIR's petroleum business in the Northeast Marketing Area, including but not limited to real estate leases, service station purchase agreements, construction contracts and credit card exchange agreements, and all warranties and guarantees of contractors and equipment suppliers for the benefit of the Assets.

D. *Product Exchange Agreements.* ARCO shall assign to BP SINCLAIR's product exchange agreements providing for delivery and receipt of petroleum products by SINCLAIR in the Northeast Marketing Area. No other product exchange agreements shall be assigned by ARCO to BP.

E. *Relations with Customers.* It is the intent of the parties that the transfer of the Assets pursuant hereto shall be on a "going business" basis. ARCO will use its best efforts to assure that the retailer and wholesaler customers of SINCLAIR in the Northeast Marketing Area whose accounts are transferred to BP pursuant hereto shall become the customers of BP at the Closing. BP agrees to continue to offer to supply after Closing petroleum products to all customers whose supply contracts are assigned by ARCO to BP hereunder.

F. *General.* If any contracts to be assigned also relate to SINCLAIR's petroleum business outside the Northeast Marketing Area, ARCO shall assign to BP such portions of said contracts as relate to said area. If any such contracts are not divisible so as to be partially assignable, they shall be assigned to BP only if they relate to SINCLAIR's petroleum business within the Northeast Marketing Area to a greater extent than to such business outside the Northeast Marketing Area.

If any contracts to be assigned hereunder also provide for the sale of petrochemicals or the products sold to bulk consumers first described in Section VIIIA produced in part at facilities other than the Assets, ARCO shall assign to BP such portions of said contracts as relate to the Assets. If any such contracts are not divisible so as to be partially assignable, ARCO shall use its best efforts to obtain for BP separate contracts relating solely to the Assets, or if separate contracts cannot be obtained, ARCO shall offer to purchase from BP at the contract price, less ARCO's costs to fulfill the delivery, the quantities of petrochemicals products that would have been produced at facilities included in the Assets for delivery under such contracts.

Except as otherwise specifically provided herein, ARCO makes no representation or warranty concerning the validity or enforceability of any such contracts.

IX. OIL IMPORT QUOTA

A. BP agrees that ARCO retains all present and future rights to receive allocations of imports of crude oil and unfinished oils into Districts I-IV of the United States to the extent that such allocations are determined by reference to the combined crude oil imports allocations of ARCO and SINCLAIR

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for the last allocation period of the Voluntary Oil Import Program under Section 10 (c) (1) of the United States Department of the Interior's Oil Import Regulation 1, as heretofore and hereafter revised and amended.

B. ARCO agrees, to the extent permitted by said Oil Import Regulation 1, to place BP in a position for calendar year 1969 (or that part thereof following Closing), substantially equivalent to the position to which BP would have been entitled if it had had base period (i.e., the year ended September 30, 1968) inputs qualifying under Section 10(b) of said Oil Import Regulation 1, as it may hereafter be revised and amended, in an amount of the inputs to the SINCLAIR Refinery and the ARCO ATRECO Refinery, as certified under said Regulations.

C. ARCO's obligation under the preceding paragraph B shall be subject to a reduction equal to whatever allocation of imports of crude oil and unfinished oils into Districts I-IV of the United States for allocation period 1969 that BP may receive for its own account from the United States Government, it being understood that, for such allocation period, BP shall make every effort to obtain the largest possible allocation.

X. Title to Assets

As to each of the Assets owned by ARCO at Closing, ARCO shall have good and marketable title, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value r present use of the Assets subject thereto or affected thereby, or otherwise materially impair present business operations. As to each of the Assets leased by ARCO at Closing, each instrument of lease shall be a valid and subsisting lease for the unexpired term thereof and ARCO shall not be in default thereunder and the leasehold estate created thereby shall be subject only to the terms and conditions of such lease and the matters referred to in the preceding sentence. Title to the Pipeline Assets shall be free and clear of all mortgages or other liens securing indebtedness for borrowed money. To the best of ARCO's knowledge, no claim or action is presently pending or threatened which would prevent or materially impair the use of the properties occupied by the Pipeline Assets for the operation or maintenance of the Pipeline Assets.

XI. Risk of Loss

BP shall bear the risk of loss of the Assets by casualty or condemnation on and after the Closing and shall be entitled to any and all insurance proceeds or condemnation awards collectible by reason of any casualty or condemnation occurring after Closing. If any of the property included in the Assets is damaged or condemned prior to Closing to only an immaterial extent, the purchase price shall not be abated and ARCO shall pay, or assign the rights to collect, to BP the insurance proceeds or condemnation award, if any, payable in respect thereof. If any of he property included in the Assets is damaged or condemned prior to the Closing to any material extent, ARCO at its option shall either pay to BP the reasonable cost of restoration of the property to substantially its condition immediately prior to such damage or condemnation or at its own expense promptly restore the property to substantially its condition immediately prior to such damage or condemnation. At its cost and expense, ARCO shall maintain and keep in force until Closing such insurance on the Assets as is in effect on the date of execution of this Agreement except for non-material changes in the ordinary course of business in such insurance coverage. At its sole expense, BP (with the consent of ARCO which shall not be unreasonably withheld) may obtain such other insurance as BP deems necessary.

XII. Purchase Price

The total purchase price for the Assets is Three Hundred Million ($300,000,000) United States Dollars plus the amounts prescribed in Sections IV and VII, subject, however, to reduction as provided

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in subsections D, E and F of this Section XII. The purchase price shall be paid to ARCO and to APL and SPL in accordance with the following terms:

A. BP shall execute and deliver respectively to ARCO, APL and SPL promissory notes in principal amount equal to Three Hundred Million ($300,000,000) United States Dollars, less the aggregate of all reductions pursuant to subsections D, E and F of this Section XII. BP shall deliver to ARCO notes the principal amount of which is equal to one-half of the part of the purchase price payable to ARCO as and when both the SINCLAIR Refinery and the ARCO ATRECO Refinery have been transferred to BP and shall deliver the balance of the notes payable to ARCO on January 1, 1970 unless a substantial portion of the Assets have not then been transferred to BP. BP shall deliver the notes payable to APL and to SPL at the Pipeline Closing. The notes shall be payable in six equal annual installments, the first of which shall be payable on the earlier of December 31, 1972 and the date six months after the first shipment of commercial quantities of crude oil by BP or for BP's account on the North Slope Area of the State of Alaska and the others on each of the first five anniversaries of the date for the first payment. BP shall advise ARCO when such first shipment is made. The notes shall bear interest at the rate of 7% per annum from the Closing and the Pipeline Closing, respectively, payable annually on the anniversary of the Closing and the Pipeline Closing, respectively. Each installment of interest shall be payable in cash, or, at the option of BP in the case of each installment payable prior to the date for the first mandatory installment payment of principal, by a note or notes of like tenor to the notes to be delivered in payment of the purchase price, in an aggregate principal amount equal to such installment of interest. BP may prepay the notes at any time or from time to time, without premium, on not less than 10 days' notice to the holder of the note or notes to be prepaid. Said notes shall be in the form of Exhibit I. The number and denomination of the notes shall be as designated by ARCO and its subsidiaries prior to their issuance. ARCO warrants that the acquisition of the notes by itself and its subsidiaries shall be for their own respective accounts for investment and not with a view to resale or distribution. Following the issuance of the notes ARCO and its subsidiaries shall have the right and privilege of substituting any or all of the notes held by them for notes of different denominations (but in no case of a denomination less than $100,000) from time to time and BP shall effect each such substitution as promptly as practicable when so requested by ARCO or any of its subsidiaries, at the expense of the holder making the request.

B. BP shall execute and deliver to ARCO a credit agreement in the form of Exhibit J, attached hereto and made part hereot.

C. The portion of the purchase price represented by the amounts prescribed in Sections IV and VII shall be paid as specified therein.

D. If the number of operating service stations sold to BP at Closing as to which ARCO holds title in fee or owns the service station improvements is less than 363, the purchase price shall be reduced by an amount equal to $100,000 multiplied by the excess of 363 over the number of such stations so sold. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leases having a minimum initial term of 10 years is less than 905, the purchase price shall be reduced by an amount equal to $50,000 multiplied by the excess of 905 over the number of such stations so assigned. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leaseshaving an initial term of one year is less than 753, the purchase price shall be reduced by an amount equal to $10,000 multiplied by the excess of 753 over the number of service stations so assigned. For purposes of this paragraph, operating service stations shall include stations the operations of which are temporarily suspended. The service stations located in Virginia shall not be counted for purposes of this paragraph D.

E. If the aggregate of the branded retail dealer and branded distributor sales of gasoline in the Northeast Marketing Area by SINCLAIR for 1968 is less than 744,000,000 gallons, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved.

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F. If ARCO does not deliver to BP the common stock of Mid-County Chemical Co. owned by it because it does not obtain the consent of Union Oil Corporation, the purchase price shall be reduced by $2,500,000.

XIII. Taxes, Utilities, Assessments and Other Adjustments

ARCO and BP agree that:

A. All real estate, personal property or other ad valorem taxes assessed against any of the Assets will be pro-rated as of Closing, which term for purposes of this Section XIII shall include the Pipeline Closing, where appropriate.

B. All assessments, both general and special, that are assessed or levied on any of the Assets, that are not payable at or prior to Closing, or installments of which are payable after Closing, will be paid or assumed by BP.

C. All charges for water, gas, electricity, sewer or other utility services will be pro-rated as of Closing.

D. BP shall indemnify and save harmless ARCO from the payment of any tax which the United States Government may successfully impose under the provisions of Section 4911 (the Interest Equalization Tax) of the Internal Revenue Code of 1954, as amended.

E. All rents payable to ARCO, when, as and if collected, and all rents payable by ARCO, will be pro-rated as of Closing.

F. BP shall assume liability for progress payments to be made after Closing under construction contracts directly relating to the Assets.

G. All refundable deposits, escrow funds, prepaid expenses and similar items shall be equitably adjusted between the parties as of Closing.

All apportionments and adjustments in respect of any property included in the Assets shall be made at the Transfer Date for such property.

XIV. Bulk Sales

BP hereby waives compliance by ARCO with provisions of the Uniform Commercial Code or other statutes relating to the bulk transfer of property. ARCO agrees that it shall pay or otherwise lawfully discharge, contest, or litigate all claims or liabilities asserted against it or the Assets by reason of failure to comply with such laws, and ARCO will indemnify and hold BP harmless from and against any and all such claims by any creditor of ARCO.

XV. Covenants and Agreements

A. ARCO hereby covenants and agrees that:

1. ARCO will take, and APL and SPL will take, all corporate and other action required by or on the part of ARCO, APL or SPL to fulfill their obligations under this Agreement (including the Exhibits hereto) and to effect the transfer of the Assets to BP.

2. From the date of this Agreement until the Closing or the Pipeline Closing, respectively, ARCO, APL and SPL will operate the Assets only in the ordinary course of business and take all reasonable action to prevent any substantial injury or loss to or diminution in the value of the Assets, including without limiting the foregoing, the goodwill related to the Assets.

3. From the date of this Agreement until the Closing or the Pipeline Closing, respectively, neither ARCO, APL nor SPL will sell, assign, transfer, pledge or encumber any of the Assets nor

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permit the same to be encumbered except for the sale, in the usual course of business, of inventories and properties normally sold in the usual course of business.

4. Between the date of this Agreement and the Closing or the Pipeline Closing, respectively, neither ARCO, APL nor SPL will increase the wage rate or salaries of any employees, except in the usual course of business or pursuant to existing contractual obligations or obligations resulting from negotiations on contracts with collective bargaining units which have been terminated, or will terminate prior thereto.

5. ARCO shall indemnify and hold harmless BP, or any subsidiary of BP acquiring title to any of the Assets, from any claim, action, demand, loss or liability accruing prior to the Closing and arising from the ownership or the operation of the Assets or under or relating to the leases, contracts, licenses or other agreements assigned to BP or one of its subsidiaries.

B. BP hereby covenants and agrees that:

1. BP will take all corporate and other action required by or on the part of BP to fulfill its obligations under this Agreement (including the Exhibits hereto) and to effect the purchase and transfer of the Assets and to pay the purchase price therefor.

2. As soon as is reasonably possible, BP shall cause to be organized a corporation qualified to accept the transfer of and to operate the Pipeline Assets and BP shall cause such corporation to fulfill all of the obligations with respect thereto as are required by this Agreement and BP shall obtain or cause such corporation to obtain all consents, permits and approvals from public authorities that are reasonably required for the operation thereof.

3. BP shall cooperate with ARCO to obtain releases of ARCO, APL or SPL from all liabilities accruing after the Closing or the Pipeline Closing under the leases, contracts, licenses or other agreements assigned to BP or one of its subsidiaries pursuant hereto, but without expense to BP.

4. As of Closing or the Pipeline Closing, BP shall assume the obligations of ARCO (or in the case of pipeline facilities owned by APL or SPL, cause one of its subsidiaries to assume the obligations of APL or SPL) under all of the leases, contracts, licenses or other agreements assigned to BP or a subsidiary pursuant hereto.

5. BP shall indemnify, defend and hold harmless ARCO, APL and SPL against all claims, actions, demands, losses or liabilities arising from the ownership or the operation of the Assets or arising under or relating to any lease, contract, license or other agreement assigned to and assumed by BP or a subsidiary of BP and accruing from and after Closing or the Pipeline Closing, except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO, APL or SPL or the failure by ARCO, APL or SPL to comply with their respective obligations under the management contract described in Section I or under the terms of this Agreement relating to functions assumed by ARCO, APL and SPL subsequent to the Closing or the Pipeline Closing.

XVI. Warranties and Representations

ARCO hereby warrants and represents that:

A. All salaries and wages being paid to employees of ARCO and to Sinclair comply with all minimum wage and hour requirements of federal, state and local law.

B. The capital stock of the subsidiaries described in Section I-D, was validly issued and is fully paid and non-assessable.

C. The information concerning ARCO and Sinclair contained in Appendices B through E to the agreement dated November 15, 1968 between ARCO and BP do not contain an untrue

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statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

D. The execution and delivery of this Agreement by ARCO and the consummation by ARCO of the transactions contemplated hereby will not conflict with, or constitute a default under, any agreement or other instrument by which ARCO is bound or the charter or by-laws of ARCO, or any law, order, rule or regulation, writ, injunction or decree of any government, governmental instrumentality or court having jurisdiction over ARCO or SINCLAIR or any of its or their property. ARCO, SINCLAIR, APL and SPL have complied and are complying in all material respects with all applicable statutes, orders, rules and regulations promulgated by governmental authority relating to the operation and conduct of the Assets intended to be transferred to BP hereunder.

XVII. AUDIT

ARCO hereby agrees to permit, or to obtain such consents as it can reasonably obtain to permit, BP and its accountants, counsel and other representatives to have full access to the Assets at all times during normal business hours after the execution of this Agreement, to the extent permitted by law. Subject to obtaining such consents, ARCO agrees to permit BP to examine such records and documents and to furnish BP with such information as it may reasonably request to enable BP to evaluate the Assets.

Subsequent to Closing ARCO and BP shall furnish to the other party, or allow the other party reasonable access to, their respective records, invoices, documents and other related material that may be reasonably necessary to adjust the accounts of the parties.

The Assets described in Sections IV, VII and VIII shall be audited and established by Certified Public Accountants. If ARCO and BP agree on a single firm of Certified Public Accountants for the purpose, the cost of their services shall be shared equally by ARCO and BP. If ARCO and BP each select different firms for the purpose, each shall bear the cost of the services of the firm selected by it.

All information received pursuant to the provisions of this Section XVII shall be treated as confidential and may not be divulged except pursuant to legal process or as it may have otherwise become public.

The provisions of this Section are subject to such limitations as Counsel for ARCO or Counsel for BP may consider necessary in order to comply with any Federal, State or local law, ordinance or regulation.

XVIII. PROCESSING AND THROUGHPUT AGREEMENTS

A. *Processing Agreements.* BP shall process crude oil for ARCO at the ARCO ATRECO Refinery to the extent of the excess capacity of such Refinery, the excess output being estimated to consist of approximately 30,000 barrels per day, and ARCO agrees to deliver sufficient crude oil to such Refinery for that purpose. The fees to be charged by BP to ARCO shall be an amount calculated by dividing the total operating costs of such refinery (excluding the operating costs of the detergent alkylate plant) but including depreciation and an appropriate factor to be agreed to reflect escalation in labor costs by the total number of barrels run at such refinery and multiplying the resulting quotient by the number of barrels processed for ARCO. It is the intention of the parties that the term of this arrangement shall be five years after Closing, but either party may terminate this arrangement at the end of three years after Closing on not less than one year's notice. The parties shall determine from time to time the specific amounts of the products to be refined. BP will satisfy ARCO's quality requirements for regular gasoline, premium gasoline and furnace oil.

B. BP shall process lube blend stock for ARCO at the SINCLAIR Refinery, and ARCO agrees to deliver lube blend stocks to such Refinery for that purpose. The fees to be charged by BP to ARCO and the period during which this arrangement shall continue shall be as the parties shall from time to time determine. The parties shall determine from time to time the specific amounts of the products to be produced. BP will satisfy ARCO's quality requirements for such products.

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C. *Throughput Agreement.* BP shall throughput petroleum products for ARCO at the Tremley Point, New Jersey, Washington, D. C., and Baltimore, Maryland terminals (located on the Colonial Pipeline) and the Charlotte and Greensboro, N. C. terminals (located on the Plantation Pipeline) to be transferred to BP hereunder, in accordance with appropriate product throughput arrangements to be entered into by BP and ARCO.

BP shall throughput for ARCO petrochemicals at any of the Assets where SINCLAIR stored such products prior to Closing, at a fee and for a period of time to be mutually agreed upon.

XIX. CONDITIONS TO CLOSING

A. The obligation of ARCO to sell and transfer the Assets hereunder is subject to the following conditions precedent:

1. BP shall have performed all obligations required by this Agreement to be performed prior to Closing.

2. ARCO shall have received prior to Closing, in the case of BP, and prior to the Pipeline Closing, in the case of the subsidiary, a certified copy of a resolution duly adopted by the Directors of BP and of the subsidiary of BP, approving the purchase of the Assets and, in the case of BP, authorizing the execution of this Agreement and all other documents incident hereto, including, without limiting the foregoing, the promissory notes described in Section XII.

3. All papers to be delivered hereunder shall be acceptable to counsel for ARCO.

4. The merger of ARCO and SINCLAIR shall be effective prior to Closing.

5. There shall be no litigation pending or threatened which, in the judgment of its Board of Directors, based upon the advice of its counsel, if adversely determined would cause the consummation of the sale of the Assets hereunder to involve a violation of law or of a court order.

6. ARCO shall have received a favorable opinion, dated as of Closing, from Shea Gallop Climenko & Gould, Counsel for BP, in form and substance satisfactory to ARCO and its Counsel, to the effect that: (i) BP has duly and properly taken all corporate action required to be taken by BP to authorize the performance of its obligations hereunder; and (ii) this Agreement is a valid obligation of BP, legally binding upon it in accordance with its terms. The opinion referred to in this paragraph shall also cover such other matters incident to the transaction herein contemplated as ARCO and its Counsel may reasonably request.

7. There shall have been received all approvals from governmental authorities necessary for the transfer of the Assets or any part thereof from ARCO or from any subsidiary of ARCO to BP or to any subsidiary of BP, or assurances acceptable to ARCO that such approvals shall be forthcoming as soon as reasonably possible after the Closing.

B. The obligation of BP to purchase the Assets hereunder is subject to the following conditions precedent:

1. The representations and warranties of ARCO herein shall be true as of the Closing with the same effect as though made at that time and BP shall have received such certificates and other evidence as it may reasonably request as to such matters and as to the performance by ARCO of its obligation hereunder.

2. ARCO shall have performed all obligations required by this Agreement to be performed prior to Closing.

3. BP shall have received prior to Closing a certified copy of resolutions duly adopted by the Directors of ARCO, APL and SPL, approving the sale of the Assets and, in the case of ARCO, authorizing the execution of this Agreement and all other documents incident hereto.

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4. All papers to be delivered hereunder shall be acceptable to counsel for BP.

5. The merger of ARCO and SINCLAIR shall have become effective by June 30, 1969.

6. There shall be no litigation pending or threatened which, in the judgment of its Board of Directors, based upon the advice of its counsel, if adversely determined would cause the consummation of the sale of the Assets hereunder to involve a violation of law or of a court order.

7. BP shall have received evidence satisfactory to its counsel that ARCO is authorized to act as agent of APL and SPL hereunder.

8. There shall have been received all approvals of governmental authorities which in the opinion of counsel for BP are necessary for the consummation of the transactions contemplated hereby.

9. BP shall have received a favorable opinion dated as of Closing, from Counsel for ARCO, to the effect that: (i) ARCO has duly and properly taken all corporate action required to authorize the performance of its obligations hereunder; (ii) this Agreement is a valid obligation of ARCO, legally binding upon it in accordance with its terms; and (iii) ARCO has and BP will receive valid marketable title to the shares of stock of the affiliates referred to in Section I-D, free and clear of all mortgages, liens, pledges, charges and encumbrances. The opinion referred to in this paragraph shall also cover such other matters incident to the transaction herein contemplated as BP and its Counsel may reasonably request.

XX. CLOSING AND TRANSFER OF ASSETS

A. The Transfer Dates shall be such dates after the Closing as ARCO and BP may agree. The delivery of the documents which transfer the Assets shall be made at such places and times as ARCO and BP may agree.

B. ARCO and BP shall share equally the cost of all sales, use, transfer, documentary stamp and similar taxes relating to the sale or transfer of the Assets.

C. On the Transfer Dates ARCO will deliver to BP such executed deeds, bills of sale, assignments and other instruments of transfer and conveyance as may in the opinion of counsel for BP be reasonably necessary or desirable to assign, transfer and convey the Assets to BP as contemplated hereby and otherwise to carry out the intent of this Agreement.

D. From time to time at the request of BP, whether at or after the last Transfer Date, ARCO will execute and deliver or cause to be executed and delivered such instruments and documents and take such other action as BP may reasonably request more effectively to assign, transfer and convey to BP any of the Assets and any other property or rights intended to be assigned, transferred or conveyed hereunder and to protect the right, title and interest of BP therein and the enjoyment by BP thereof and otherwise to carry out the intent of this Agreement. To the extent that the assignment of any contract to be assigned to BP pursuant to this Agreement shall require the consent of any person, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof, and ARCO shall use its best efforts to procure consents to the assignment of any contracts which require such consents.

If any such consent is not obtained, ARCO shall cooperate with BP in any reasonable arrangement designed to provide for BP the benefits under any such contract.

XXI. GENERAL

A. This Agreement cannot be changed or terminated orally.

B. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and no other person shall acquire or have any right under

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or by virtue of this Agreement. This Agreement shall not be assignable by either party without the prior written consent of the other party except that without such consent BP may assign its rights hereunder in whole or in part to any person subject to the provision of the credit agreement described in Exhibit J. No such assignment shall relieve BP of any of its obligations hereunder.

C. The representations, warranties, covenants, agreements and indemnities contained in or made pursuant to this Agreement will survive the Closing and the transfer of the Assets, notwithstanding any investigation.

D. If any provision of this Agreement is held to be unenforceable or illegal, all other provisions shall not be affected by such holding and shall nevertheless remain in full force and effect.

E. All notices pertaining to this Agreement shall be addressed to:

c/o
T. F. Bradshaw, President
Atlantic Richfield Company
717 Fifth Avenue
New York, N. Y.

c/o
C. P. B. Hardcastle, President
BP Exploration U.S.A., Inc.
620 Fifth Avenue
New York, N. Y.

and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested.

F. All representations, warranties, covenants and agreements and disclaimers made to or by ARCO under this agreement shall be considered also as having been made both for itself and for APL and SPL wherever appropriate in connection with APL's and SPL's interests and performance hereunder.

In Witness Whereof ARCO and BP have each caused this Agreement to be signed by duly authorized officers this day, year and month first written.

Atlantic Richfield Company

By T. F. Bradshaw

BP Exploration U.S.A., Inc.

By C. P. B. Hardcastle

E. C. Wellbaum

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AGREEMENT FOR SALE OF ASSETS

BY

ATLANTIC RICHFIELD COMPANY

TO

BP EXPLORATION U.S.A., INC.

46-64-72 (A)

---

1. Agreement for Sale of Assets by Atlantic Richfield Company to BP Exploration U.S.A., Inc. dated December 18, 1968.

2. Exhibits A - J to Agreement for Sale of Assets by Atlantic Richfield Company to BP Exploration U.S.A., Inc. dated December 18, 1968.

3. Copy of Supplemental Agreement to Agreement for Sale of Assets by Atlantic Richfield Company to BP Oil Corporation dated February 20, 1969.

4. Second Supplemental Agreement to Agreement for Sale of Assets by Atlantic Richfield Company to BP Oil Corporation dated March 3, 1969.

5. Certificate executed by T. F. Bradshaw pursuant to Section XIX-B of the Agreement for Sale of Assets dated March 4, 1969.

6. Letter Agreement concerning the implementation of paragraph III-D 2 of the Agreement for Sale of Assets - dated March 4, 1969.

7. Letter Agreement, dated March 4, 1969, regarding Oil Import Quota.

8. Management Agreement between BP Oil Corporation and Atlantic Richfield Company dated March 4, 1969.

9. Credit Agreement dated March 4, 1969 between BP Oil Corporation and Atlantic Richfield Company.

10. Deed concerning real estate in the East Coast Marketing Area, Marcus Hook Refinery and the Atreco Refinery dated March 4, 1969.

11. Copy of Deed by Atlantic Pipe Line Company to BP Oil Corporation regarding land and premises situated in Jefferson County, Texas.

12. Copy of Deed by Atlantic Richfield Company to BP Oil Corporation concerning land and premises situated in Jefferson County, Texas.

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13. Copy of Assignment by Atlantic Richfield Company to BP Oil Corporation regarding Petroleum Product Exchange Agreements of Sinclair Oil Corporation.

14. Bill of Sale and Assignment dated March 4, 1969.

15. Assignment of Leases and Contracts by Atlantic Richfield Company to BP Oil Corporation dated March 4, 1969.

16. Assumption and Indemnity Agreement dated March 4, 1969.

17. Trademark License Agreement between Atlantic Richfield Company and BP Oil Corporation dated March 4, 1969.

18. Crude Oil Sales Agreement (Marcus Hook Refinery) between Atlantic Richfield Company and BP Oil Corporation dated March 4, 1969 regarding foreign and domestic crude oil.

19. Crude Oil Sales Contract (Atreco Refinery) between Atlantic Richfield Company and BP Oil Corporation dated March 4, 1969.

20. Copy of Sale Agreement of Lube Oil Blend Stocks (Marcus Hook Refinery) between Atlantic Richfield Company and BP Oil Corporation.

21. Motor Alkylate Agreement (Marcus Hook Refinery) by Atlantic Richfield Company to BP Oil Corporation dated March 4, 1969.

EXHIBIT A

MANAGEMENT CONTRACT

THIS AGREEMENT, made this day of , 1969, by and between BP Exploration U.S.A., INC. ("BP"), a Delaware corporation and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation ("ARCO").

WITNESSETH:

WHEREAS, BP has agreed to purchase certain property from ARCO pursuant to the agreement (the "Agreement") between ARCO and BP dated the 18th day of December, 1968; and

WHEREAS, it will be necessary for BP to establish an organization to operate the property to be acquired by it pursuant to the Agreement (such property being referred to in the Agreement and herein as the "Assets", as a separate and complete business entity, which BP intends to do as soon as possible; and

WHEREAS, ARCO is willing to assist BP in the operation of the Assets (other than the Pipeline Assets, as defined in the Agreement) until such time as BP has established an organization to operate the Assets, as herein provided, the parties hereby mutually agree as follows:

I. ARCO will use its best efforts to operate and maintain the Assets (other than the Pipeline Assets) as a viable and operating petroleum business and as a separate and complete business entity. The services of ARCO shall include, but not be limited to (1) providing personnel for the operation and maintenance of the Assets, (2) establishing and servicing all records and providing all administration services, including credit cards, reasonably necessary for the business,

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(3) providing sales and distribution personnel, and (4) all other services reasonably necessary to maintain the Assets as a going and viable business concern.

In any matter where BP gives specific instructions to ARCO, ARCO shall act in accordance therewith. In all other matters, ARCO shall act in accordance with its reasonable judgment, consistent with the intent and purpose of the Agreement. Anything herein or in the Agreement to the contrary notwithstanding, ARCO shall act only in accordance with specific instructions from BP in all matters involving management judgment relating to marketing activities, including pricing and credit terms to customers.

II. BP shall indemnify, defend and hold ARCO harmless against all claims, actions, demands, losses or liabilities arising out of or based on the performance by ARCO of its obligations hereunder, except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO or the failure by ARCO to comply with its obligations hereunder.

III. The parties agree that, subject to the limitations of ARCO's existing systems of accounting, machine record keeping and similar matters, ARCO shall provide BP with all relevant information concerning the conduct of the business and use its best efforts to meet any special requirements requested by BP. ARCO, subject to such limitations, shall provide such information at such times and in such detail as BP may reasonably request.

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IV. BP agrees that ARCO may commingle funds received on behalf of BP with its own funds and may make advances and other disbursements on BP's behalf that are reasonably necessary to operate the Assets. On or before the 15th day of each month, ARCO shall deliver to BP a statement of accounts hereunder as of the end of the preceding month, showing to the extent practicable receipts and disbursements by ARCO for the account of BP during the month, cash balances as of the end of the month, the amount due to ARCO pursuant to Section VIII hereof for such month and such other relevant financial information as ARCO and BP may from time to time agree, and BP shall promptly pay to ARCO, or ARCO shall promptly pay to BP, whatever amount is shown by such statement to be due from one to the other. BP shall have the right to examine the records of ARCO at such time and in such manner as it may reasonably request in order to verify the information in such statements.

V. All record keeping and accounting on behalf of BP shall be according to good accounting practices and as BP may from time to time direct.

VI. ARCO will arrange to place and maintain insurance on the Assets as and when directed by BP. In the absence of instructions from BP, ARCO shall place and maintain such insurance coverage as shall in the judgment of ARCO be suitable for properties of the character involved.

VII. ARCO shall be responsible for wages, salaries and other employee benefits of those employees on ARCO's payroll, who are assigned to do work or perform services as provided in this agreement for the benefit of BP.

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VIII. ARCO shall not be entitled to any fee for its services performed pursuant to this agreement, but BP shall reimburse ARCO for its actual cost of performing services for BP, including ARCO's indirect and direct costs. ARCO shall keep such records that are necessary for an allocation of costs between ARCO and BP and shall furnish such evidence as BP may reasonably require to substantiate its charges hereunder.

IX. ARCO shall have the right to execute on behalf of and for BP all contracts, deeds, leases and any other document, necessary or incidental to the operation of the Assets in the ordinary course of business. BP shall have the right to limit the exercise of ARCO's right to execute any such documents by written communication received by ARCO sufficiently in advance for ARCO to effectively notify its personnel.

X. ARCO shall have the right to employ, contract for or otherwise obtain contractors, agents or other personnel that may be necessary for the operation of the Assets.

XI. The term of this agreement shall be for one year with BP having the right to extend it on not less than one month's notice for a period of an additional six months if the termination of any services would in the judgment of BP cause undue hardship to BP. BP may at any time on not less than one month's notice to ARCO terminate any of the services of ARCO hereunder in order that BP may thereafter undertake such function for itself. Notwithstanding any such partial termination, this agreement shall remain in full force and effect with respect to all other services to be performed by ARCO hereunder.

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XII. Nothing herein shall supersede or limit any obligations undertaken by ARCO in the Agreement to provide services to or otherwise to assist BP in the operation of the Assets.

IN WITNESS WHEREOF, ARCO and BP have caused this Agreement to be signed by its duly authorized officers this day, year and month first written.

ATLANTIC RICHFIELD COMPANY

By _____

BP EXPLORATION U.S.A., INC.

By _____

_____

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EXHIBIT B

DESCRIPTION OF MARKETING PROPERTIES

Index:

A. Sinclair improved Service Stations

B. Sinclair Unimproved Station Sites

C. Sinclair District Office Buildings

D. Sinclair Bulk Plants

E. Sinclair Terminals

F. Other Sinclair Improved and Unimproved Real Estate

G. Sinclair Pending Marketing Proposals Affecting Existing Properties

H. Proposals for New Sinclair Station Sites

I. Arco Terminals Connected to Plantation Pipeline

J. Atlantic Richfield Marine Terminals

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A. SINCLAIR IMPROVED SERVICE STATIONS (As of Sept. 30, 1968)

		Owned	Leased
1.	Connecticut	4	6
2.	Delaware	2	23
3.	District of Columbia	11	14
4.	Maine	0	1
5.	Maryland	100	260
6.	Massachusetts	2	11
7.	New Hampshire	3	0
8.	New Jersey	40	277
9.	New York	126	518
10.	Pennsylvania	89	618
11.	Rhode Island	4	13
12.	Vermont	0	0
		381	1741

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B. SINCLAIR UNIMPROVED STATION SITES (Owned in fee as of Sept. 30, 1968)

1. Maryland

(a)	Annapolis	Cor. W. St. & La Fayette Ave.
(b)	Cantonsville (Balt.)	Federick Rd. & Delray Ave.
(c)	Bowie (Balt.)	Old Chapel Rd. & Rt. #197
(d)	Fork (Balt.)	Hartford Rd. & Sunshine Ave.
(e)	Dorsey (Balt.)	U. S. Hwy #1 & Meadowridge Ave.
(f)	Frederick	U. S. #40 & Blentlinger Rd.
(g)	Frederick	Hwy #355 & U.S. #15
(h)	Hagerstown	Salem & Central Aves.
(i)	Ashton	Route #108 & New Hampshire Ave.
(j)	Glendale	Glendale Rd. & Lanham-Severn Rd.
(k)	Laurel	Md. Hwy 198 & Laurel Raceway
(l)	Bel Air	State Hwy 197 & Old Chapel Rd.
(m)	Dorsey	I-95 & U. S. 1 at Meadowridge Rd.
(n)	Frederick	I-70 & Md. Rt. 355
(o)	District Heights	Marlboro & Brooks
	Overlea	Bel Air Rd. & Henry Ave.) Ground Lease
	Ellicott City	U.S. 40 & Normandy Dr.) " "

2. New Jersey

Asbury Park	N.E. Cor. Main St. & 4th Ave.

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3. New York

(a) Ridge, L. I. (Patchogue)	Rt. #25 & Giant Oak Rd.
(b) Rochester	835 E. Main at Prince St.
(c) Bronx	Bruckner Bldvd. & Virginia Ave.

4. Pennsylvania

Olyphant	Main & Lackawanna Sts.

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C. SINCLAIR DISTRICT OFFICE BUILDINGS

1.	Baltimore	Bank & Haven Streets Baltimore, Maryland
2.	Albany	Albany Avenue Green Island, New York
3.	Philadelphia	"G" Street & Huntington Park Ave. Philadelphia, Pennsylvania
4.	Washington	401 Farragut St., N. E. Washington, D. C.
5.	New York	Leased space to be transferred to leased space at 580 Sylvan Circle, Englewood Cliffs, New Jersey- new lease commences Dec. 15, 1968

Note: All office buildings except New York District owned in fee.

Albany, Philadelphia and Washington offices located at terminal facility. Baltimore office located at Bank and Haven bulk plant.

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D. SINCLAIR BULK PLANTS (As of Sept. 30, 1968)

	Owned	Leased
1. Connecticut	1	0
2. District Of Columbia	1	0
3. Delaware	1	4
4. Maine	1	1
5. Maryland	19	6
6. Massachusetts	1	1
7. New Hampshire	2	0
8. New Jersey	10	14
9. New York	32	25
10. Pennsylvania	24	39
11. Rhode Island	0	2
12. Vermont	0	0
	92	92

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E. SINCLAIR TERMINALS (As of Sept. 30, 1968)

1. District of Columbia	401 Farragut Street, N. E.
2. Maine	
South Portland	59 Main Street
3. Maryland	
(a) Baltimore	2155 Northbridge Ave.
(b) Finksburg	Route #91 (Old Gamber Road)
(c) Salisbury	321 Lake Street
4. New Jersey	
(a) Paulsboro	Mantua Avenue
(b) Tremley Point	Ft. of S. Wood Ave., Linden, N. J.
5. New York	
(a) Green Island	Albany Avenue
(b) Rochester	1075 Chili Avenue
(c) Syracuse	Bear & Van Rensselaer Streets
(d) Utica	Wurz Avenue
(e) Binghamton	Vestal, N. Y.
(f) Cohoes	On Van Schaick Island not Hudson River
(g) Schnectady	Anthony Street & Mohawk River
6. Pennsylvania	
(a) Bridesburg	Buckius St. & Phila. Belt Line R/W
(b) Duncansville	Route 220 South Newry Road
(c) Exton	Route 100 South of Lincoln Hwy.
(d) Lancaster	Manheim Pike & Delp Road
(e) Macungie	Tank Farm Road

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(f)	Mechanicsburg	Sinclair Road
(g)	Mount Union	Route 522 South & School House Lane
(h)	Mundy's Corner	Route #1 U.S. Hwy No. 219
(i)	Philadelphia "58"	58th & Sckuykill River
(j)	Philadelphia "G"	"G" St. & Hunting Park Ave.
(k)	Schaefferstown	Route #501
(l)	Sinclair (Greensburg)	West Newton Rd. Route 136, Greensburg
(m)	Sinking Spring	Mountain Home Road
(n)	York	25 Hanover Road
(o)	Floreffe	Gastonville - Elrama Road
(p)	Floreffe (Jefferson)	Mondngahela River, Jefferson Township
(q)	Wilkes Barre	Bear Creek Road - State Hwy 215

7. Rhode Island

Providence	Terminal Road

Note: All terminals owned in fee except Bridesburg and Providence, the latter being leased.

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F. OTHER SINCLAIR IMPROVED AND UNIMPROVED REAL ESTATE (Sept. 30, 1968)

1. Vacant Bulk Plant Sites (owned in fee)

(a) New York

(1) Fulton	Wall, Oneida & 1st.
(2) Ilion	E. Main St.
(3) Lockport	Niagara & New York Sts.

(b) Pennsylvania

Quakerstown	U. S. Hwy #309

2. OWNED OR LEASED PROPERTIES NOT PRESENTLY UTILIZED IN MARKETING OPERATIONS (leased or sub-leased for other purposes or standing idle)

(a) District of Columbia		
Washington	1617 14th St. N.W.	Used Car Lot
(b) Maine		
S. Portland	Main & Lincoln Sts.	Office Garage & Warehouse
(c) Maryland		
Baltimore	Baker St.	Bldg. & 8 Lots
Baltimore	3545 Fairfield Rd.	Laboratory Bldg.
Baltimore	No. Bridge Ave. & Fairfield Rd.	Premises Occupied as Office
Baltimore	Bank & Haven & Grundy Sts.	Fuel Oil Burner & Service Store
Bladensburg	5435 Annapolis Rd.	Garage
Dundalk	East & Holabird Aves.	Parking Lot
(d) New York		
Buffalo	400-404 Elliott Sq. Bldg.	Special Sta. & Leasings
Glen Head	336 Glen Cove	Used for Garden Supplies

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Jamaica	169-18 Hillside Ave.	Employment Agency
New York	600 Fifth Avenue	Rand McNally, Inc. Operation of Touring Bureau
Port Chester	4301 Boston Post Rd.	Office, Storage & Parking Facilities
Potsdam	Route #56	Used Car Lot
Riverhead	River Road	Use of Sidetrack
Richmondville	Green Island Term.	Garage Space
Syracuse	Free St. & Hiawatha Blvd.	Trucking Office
Tonawanda	4584 River Road	Storage Facilities
Jamaica	169-161 Hillside Ave.	Bar & Grill on 1st Floor
Jamaica	169-18 Hillside Ave.	2nd Floor Office
Jamaica	169-24 Hillside Ave.	Drivers Training Classroom
(e) New Jersey		
Asbury Park	4th & Main	Used Car Lot
Fort Lee	Cross St. & Leonine Ave.	General Storage, Parking or Repair
Lakewood	Madison Avenue	Bulk Plant, Garage, Warehouse & Storage Tank
Keyport	Broad & Maple St.	Welding Business
Neptune	Prospect Avenue	Bulk Plant
N. Plainfield	Wachung Ave. & Pearl St.	Service Station
Neptune	Prospect Ave.	Bulk Plant

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N. Plainfield	Pearl & Warren Sts.	Parking Lot
Westhamtpon	Woodland Rd. & Woodpecker Lane	Foreign Car Repair Shop
(f) Pennsylvania		
Butler	212 Christie St.	Site for Garage
Dunmore	1172 East Drinker St.	Truck Leasing Office
Greensburg	Depot & West Otterman	Hangar for Ambulance Service
Lancaster	St. Rd. #72	Terminal Site (Unused Portion)
Lancaster	N. Fulton & Fulton Sts.	Parking Lot
Macungie	Terminal Site	Portion of Terminal Used For Storage
Meshoppen	Main Street	Garage
Mechanicsberg	Pipeline Site	Pipeline Site (Unused Portion)
Mercer	U. S. Route 19	Service Station
Montrose	R. R. Lease	Bulk Plant
Philadelphia	58 Skuykill River	Office & Garage Space
Sinking Springs	Pipeline Site	Pipeline Site (Unused Portion)
Scranton	Keyser Ave. & Oak St.	Used Car Lot
White Valley	Wm. Penn H'way	Opr. of Bus Line
Wayne	Pennsylvania Ave.	Storage of Automobiles
York	Pipeline Site	Pipeline Site (Unused Portion)

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G. SINCLAIR PENDING MARKETING PROPERTY PROPOSALS (As of Nov. 22, 1968)
(Affecting Existing Properties)

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ISTRICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
LTIMORE	S. Main St., Port Deposit, Maryland	Lease Amendment & ITLOP Expenditure	Two (2) five year options added to Lease at $365 P/M	$ 7,350	Legal handling for execution of Amendment by Lessor. ITLOP not performed as yet.
ILADEL-IA	6501 Rising Sun Avenue, Philadelphia, Pa.	Sale and Leaseback	--	$20,000 Sale Price	Approved - Legal & District handling.
ILADEL-I	61st & Chestnut Streets, Philadelphia, Pa.	Sale and Leaseback	--	$18,000 Sale Price	Approved - Legal & District handling.
W RK	Boston Road & Dyre Ave., Bronx, New York	Sale	--	$90,000 Sale Price	Awaiting Management decision.
BANY	Commerce St., Lagrange, New York	Purchase of Bulk Plant *	--	$38,500	Approved - Legal & District handling.
ILADEL-IA	13th & Mulberry Street, New Florence, Pa.	Lease Termination	--	M. C. A.	Approved - District handling.
ILADEL-IA	Huntington, Pa.	Bulk Plant Lease	Two (2) years at .15¢ per gal. - $100 min. p/m	--	Approved - District handling.
ILADEL-IA	Sample Rd. & Rte. 80, Clymer, Pa.	Buyout (Lease Termination Payment)	--	$12,169	Approved - District handling.
ILADEL-IA	9th & Monroe, Stroudsburg, Pa.	Buyout	--	$18,000	Approved - District handling.
W RK	175 Woodbridge Avenue, Highland Park, New Jersey	Buyout	--	$18,280	Approved - District handling.
W RK	E. 237nd & Bronx Blvd., Bronx, N. Y.	Buyout	--	$13,048	Approved - District handling.
TIMORE	U. S. Hwy. #40 Perryville	Sale	--	$23,000	Approved - Legal & District handling.

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STRICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
W RK	Montauk Hwy. & Embassy, Montauk, New York	Sale	--	$29,500 Sale Price	Approved - Legal & District handling.
W RK	Metropolitan Street, Forrest Hills, New York	Lease Extension	--	--	Return to District disapproved
BANY	115 Porter St., Waterbury, Connecticut	Sale of Bulk Plant	--	$12,500 Sale Price	Being processed in Property Management Department.
LTIMORE	Hwy. #24 & 165 Harford Cty., Maryland	Sale of FEE - Service Station	--	$ 6,000 Sale Price	Being processed in Property Management Department.
W RK	200 Center Street, New Milford, New Jersey	ITLOP	--	$11,000	Approved and being handled by Legal & District.
W RK	1320 Richmond Terrace, Staten Island, New York	Distributor Marketing Loan & Com-plete Modernization	--	$90,000 Loan	Being processed in Property Management Department.
LTIMORE	Loch Raven & Taylor Ave. Towson, Md.	FEE Partial Modernization	--	$54,000	Approved and being handled by District.
	59 Broad St. Palisades Park, N.J.	ITLOP	--	$15,000	Approved - being handled by District & Legal.
LTIMORE	E. Side & U. S. 29 Antholton, Md.	ITLOP	--	$ 3,500	Approved - District handling.
LTIMORE	Harford & Ky. Ave., Baltimore, Maryland	FEE Partial Modernization	--	$35,600	Approved - District handling.
LTIMORE	Md. Hwy. #260 & 2 Owings, Maryland	Lease Amendment & ITLOP	Two (2) five year options added to lease.	$35,800	Being processed in General Sales Office.
W RK	Montauk Hwy. & Phillip	Lease Renewal	Seven (7) years at $170 P/M	--	Approved - Legal & District handling

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RICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
	Hudson & Piermont, Tenafly, New York	ITLOP	--	$ 4,500	District renegotiating with Lessor.
ADEL-	Main Street & Elm Ave., North Wales, Pa.	FEE Partial Modernization	--	$21,800	Being processed in Property Management Department.
ADEL-	Grant & Market Streets, Myersdale, Pa.	FEE Partial Modernization	--	--	Disapproved
ADEL-	215 N. Potts-town Pike Exton, Pa.	Lease Renewal & ITLOP	Five (5) years at $285 P/M	$ 1,297	Approved - Legal & District handling.
ING-	8801 Piney Brook Road, Silver Springs, Maryland	FEE Partial Modernization	--	$31,425	Being processed in General Sales Office.
	580 Sylvan Circle, Englewood Cliffs, N.J.	Office space lease	Five (5) year lease at $4,050 per month	--	Approved - District handling.
	Montauk Hwy. & Green, Sayville, New York	FEE Partial Modernization	--	$35,000	Approved - District handling.
	Merrick & Bayview, Amityville, New York	Marketing Loan	--	$65,000	Being processed in General Sales Office.
	Main Street Hillcrest, New York	ITLOP	--	$20,000	Approved - District handling.
NY	61 Manville Road, Woonsocket, Rhode Island	Foreclosure	--	$ 6,378	Being processed in General Sales Office.
ADEL-	4th & Brook-dale Street, Allentown, Pa.	FEE Partial Modernization	--	$17,170	Being processed in General Sales Office.

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TRICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
TIMORE	Annapolis Blvd., Millersville, Maryland	FEE Partial Modernization	--	$37,060	Approved - District handling.
TIMORE	Fulton & Delaware, Dover, Delaware	Lease Extension & Bulk Plant	Five (5) years at $300 p/y	--	Approved - Legal handling.
	Bayview & N. Locus Manhasset, New York	Lease Renewal & ITLOP	Ten (10) years at $800 p/m 1st 2 years; $900 next 3 years; $1,000 next 2 years; and $1,100 last 2 years.	$42,700	Being processed in General Sales Office.
LADEL-A	Ridge & Park Avenue, Trooper, Pa.	Lease Extension	Five (5) years at $490 p/m	--	Approved and handled by Legal.
K	Main Street Aquebogue, New York	Buyout	--	$ 1,450	Approved - District handling.
ANY	South & White Streets, Clark Mills, New York	Buyout	--	$ 3,850	Approved - District handling.
	5th & Main Street, Jamestown, New York	Buyout	--	$ 3,900	Approved - District handling.
LADEL-A	Newportsville Road, Levitown, Pa.	Lease Renewal & ITLOP	Two (2) years at 1.6¢ - $5.00 minimum	$ 4,270	Approved - Legal & District
LADEL-A	Owen & Walter Northumber-land, Pa.	Sale of FEE	--	$ 6,600 Sale Price	Being processed in Property Management Department
ANY	N. Y. Rt. #52 Glenham, N. Y.	1717-L Lease	Two (2) years at 1.85¢ p/g - $3.00 min. p/m	--	Being processed in General Sales Office.
ANY	N. Main & Parce Streets Fairport, N.Y.	Buyout	--	$13,000	Awaiting additional information from District.

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RICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
YORK	4th & Main Asbury Park, New Jersey	SALE	--	$45,250 Sale Price (Package Deal)	Being processed in Property Management Department.
YORK	Julia & Spring Elizabeth, New Jersey	Sale	--	*See Asbury Park, N. J.	Being processed in Property Management Department.
YORK	4013 E. Fremont Ave., Bronx, N. Y.	Lease Renewal	--	$15,900	Being processed in General Sales Office.
YORK	Long Island Avenue, & W. 3rd Street, Dear Park, N. Y.	Marketing Loan	--	$65,000 Loan	Being processed in Property Management Department.
ADEL-	Elton Road Johnstown, Pa.	Lease Amend-ment	add eight (8) years to lease.	--	Awaiting Home Office approval.
ADEL-	Floyd Ave., Nanty Glo, Pa.	Lease Amend-ment	add eight (8) years to lease.	--	Awaiting Home Office approval.
NY	Main & Church Mexico, N. Y.	Sale	--	$ 9,100 Sale Price	Being processed in Property Management Department.
	Lake & Young Wilson, N. Y.	Sale	--	$ 6,500 Sale Price	Being processed in Property Management Department.
ADEL-	Haddon & Crest-mont Collingswood, N. J.	Lease Renewal & ITLOP	10 years 1-5 option	$15,000	Being processed in General Sales Office.
IMORE	Montgomery Rd. Ellicott City, Md.	Exercise Purchase Option	--	$76,500	Being processed in General Sales Office.
YORK	Tuckertown, New Jersey	Bulk Plant Lease *	One (1) year at $480 per annum	--	Being processed in General Sales Office.
IMORE	German Hill Road, Dundalk, Md.	Sale	--	$45,000 Sale Price	Being processed in Property Management Department.

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LIST OF REAL ESTATE PROPOSALS (PURCHASES, LEASES OR CONSTRUCTION) PENDING IN GSO SEPTEMBER 30, 1968 OR RECEIVED SINCE THAT DATE

LOCATION	TYPE PROPOSAL	RENTAL OR PURCHASE PRICE	ITLOP EQUIPMENT & CONSTRUCTION COST	OPTION EXPIRES	CURRENT STATUS AS OF NOVEMBER 22, 1968
ALBANY					
I-95 & Broad Street Springfield, Mass.	20 Year Real Estate Lease	$4,550.00 p/m	$ 9,000.00	None Rush	Ready for write-up for Management's decision.
I-91 & Route #11 Castle Creek, N. Y.	15 Year Lease w/2-5 year options & Mktg. Loan $87,500 S/S	$25.00 p/m	8,900.00	None	Ready for write-up for Management's decision.
BALTIMORE					
Cold Spring Ln. & I-83 Baltimore, Md.	Purchase Vacant Site	$154,000.00	93,200.00	12/4/68	Ready for write-up for Management's decision.
Main Street Middletown, Md.	Purchase Existing S/S	$6,700.00	73,700.00	None	Ready for write-up for Management's decision.
U. S. #40 & Normandy Ellicott City, Md.	Ground Lease Existing S/S	$350.00 p/m	90,000.00	N/A	Approved 10/14/68 - awaiting signing of lease.
NEW YORK					
Northern Blvd. & Murray Flushing, N. Y.	Purchase--Add'l Property	$80,000.00	118,500.00	None	Ready for write-up for Management's decision.
Montauk Hwy. & Lincoln Oakdale, N. Y.	Purchase Existing S/S	$50,000.00	63,700.00	12/30/68	To Operations 11/20/68.
E. Clinton Ave. Tenafly, N. J.	10 Year 1717-F Lease-No Options	$1,000.00 p/m	35,000.00	None	Ready for write-up for Management's decision.
N. Ocean Ave. & Petty's Ln. Medford, New York	Purchase Vacant Site	$66,000.00	90,400.00	N/A	Approved 11/21/67 - zoning pending.

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LIST OF REAL ESTATE PROPOSALS (PURCHASES, LEASES OR CONSTRUCTION) PENDING IN GSO SEPTEMBER 30, 1968 OR RECEIVED SINCE THAT TIME

LOCATION	TYPE PROPOSAL	RENTAL OR PURCHASE PRICE	ITLOP OR EQUIPMENT & CONSTRUCTION COST	OPTION EXPIRES	CURRENT STATUS AS OF NOVEMBER 22, 1968
PHILADELPHIA					
State Route #53 Johnstown, Pa.	2 Year 1717-3 Lease w/3-1 year options	1.0¢ - $10.00	$ 6,544.00	Effective 10/1/68	To MED 11/21/68.
Routes #56 & #96 Alum Creek, Pa.	2 Year 1717-3 Lease w/3-1 year options.	1.6¢ - $3.00	3,417.00	Effective 11/1/68	To Operations 11/20/68.
WASHINGTON					
Riverdale Rd. & Fernwood St. Riverdale, Md.	Purchase Vacant Site	$115,000.00	110,000.00	11/26/68	Approved 11/15/68 - not exercised - can be extended 30 days for $100.
Southern & Owens Oxon Hill, Md.	Purchase Vacant Site	$105,000.00	91,200.00	N/A	Approved 7/12/66 - Zoning pending - next hearing to be in January, 1969.
Temple Hills & Brinkley Rds. Oxon Hill, Md.	Purchase Vacant Site	$100,000.00	88,597.00	N/A	Approved 2/3/67 - Closing has not taken place pending zoning.
State #197 & Old Chapel Rd. Belair, Md.	Purchase Vacant Site	$40,800.00	86,500.00	N/A	Closed 2/22/67 - Constructio pending zoning hearing to be held in January, 1969.
Tuckerman & Seven Locks Potomac, Maryland	Purchase Vacant Site	$240,000.00	126,200.00	N/A	Approved 7/6/67 - zoning pending.
Derwood & Redland Rds. Rockville, Md.	Purchase Vacant Site	$120,000.00	69,700.00	N/A	Approved 7/12/66 - Clos pending zoning and rece of special exception.
Layhill & Glenallen Ave. Silver Spring, Md.	Purchase Vacant Site	$150,000.00	94,000.00	N/A	Approved 9/24/68 - Deferred Construction.

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LIST OF REAL ESTATE PROPOSALS (PURCHASES, LEASES OR CONSTRUCTION) PENDING IN GSO SEPTEMBER 30, 1968 OR RECEIVED SINCE THAT DATE

LOCATION	TYPE PROPOSAL	RENTAL OR PURCHASE PRICE	ITLOP OR EQUIPMENT & CONSTRUCTION COST	OPTION EXPIRES	CURRENT STATUS AS OF NOVEMBER 22, 1968
Glendale & Lanham Severn Rds. Glendale, Md.	Purchase Vacant Site	$100,000.00	$101,000.00	N/A	Closed 11/8/68 - awaiting Construction Authorization.
Shady Grove & Gaither Rds. Gaithersburg, Md.	Purchase Vacant Site	$175,000.00	87,900.00	N/A	Approved 11/7/68 - pending receipt of zoning and special exception.
Riverdale Road Riverdale, Md.	Purchase Vacant Site	$115,000.00	116,267.00	N/A	Approved 11/19/68--pending receipt of zoning and special exception.

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I. Atlantic Richfield Company Bulk Terminal Facilities Connected To Plantation Pipeline Company Pipeline

1. Spartanburg, South Carolina
   Located on the Colonial Pipeline and the Southern Railway right-of-way near Camp Croft in Spartanburg County, South Carolina. Consists of approximately 8.4 acres rectangular in shape 333.33 ft. by 1106.18 ft. bounded on the east by similar sized parcels belonging to Gulf Oil Corporation and Pure Oil Company.

2. Charlotte (Thrift), North Carolina
   Located on Old Mount Holly Road in Paw Creek Township, Mecklenburg County, North Carolina. Consists of 10.71 acres irregular in shape and bounded on east by parcels of land belonging to Gulf Oil Corporation and Pure Oil Company. Tract includes portions of the rights-of-way of the P.&N. and Seaboard Airline Railroads.

3. Greensboro, North Carolina
   Located on U.S. Highway 21 in Friendship Township, Guilford County, North Carolina between Winston Salem and Greensboro. Consists of 28.57 acres irregular in shape of which 8.69 acres was sold to Gulf Oil Corporation and 7.61 acres was sold to the Pure Oil Company leaving 12.27 acres in the ownership of Atlantic Richfield Company.

4. Richmond, Virginia
   Located on State Route #5 (Old Osborne Turnpike) at Bickerstaff Road in Varina District, Henrico County, Virginia. Consists of 19.73 acres of which 1.89 acres was sold to The Chesapeake & Ohio Railway Company, 3.67 acres was sold to Sun Oil Company and 1.29 acres was sold to the Commonwealth of Virginia leaving 12.88 acres in the Atlantic Richfield Company.

5. Belvoir, Virginia
   Located on Terminal Road west of Backlin Road in Fairfax County, Virginia. Consists of 18.77 acres irregular in shape adjoining held by Humble Oil and Refining Company and Crown Oil Company.

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J. Atlantic Richfield Marine Terminals

1. Port Everglades (Fort Lauderdale), Florida (Not owned in fee)
   Located on S. E. 24th Street, Fort Lauderdale, Broward County, Florida. Consists of approximately 5.14 acres rectangular in shape 333.4 ft. by 674.2 ft. Lies east and west along S. E. 24th St. with 672 ft. depth extending south.

2. Jacksonville, Florida
   Located on the west side of Talleyrand Avenue north of 9th St. and south of East 11th St. all within the corporate limits of city of Jacksonville, Duval County, Florida. Consists of approximately 22.38 acres less a small portion of the property (size unknown) sold to Irene Montgomery in 1951.

EXHIBIT C

DESCRIPTION OF REFINERIES

ATR000000332

1. Marcus Hook Refinery

The refinery is located on the Delaware Rive near Marcus Hook, Pennsylvania. The land area occupied by the refinery improvements including a terminal and docking facilities encompasses an area of some 318 acres of which approximately 17.8 acres are in the City of Chester, 54.3 acres are in the Borough of Marcus Hook, and 245.8 acres are in the Borough of Trainer. (See Map No. 1)

A major facility supplementary to the Marcus Hook Refinery is the Chelsea Tank Farm located about 4.5 miles northwest of the refinery. It consists of approximately 154 acres of land and various improvements. (See Map No. 2) The acreage of these facilities has been reduced somewhat by various sales of land so that the net acreage of both presently is between 455 and 465 acres.

ATR000000333

2. ATRECO REFINERY

The refinery is located on the Neches River just east of the mouth of the river where it empties into Sabine Lake. Sabine Lake lies inland a few miles from the Gulf of Mexico in the south-eastern corner of the State of Texas and on the border of Texas and Louisiana. The location of the refinery is to the south and east of Beaumont, Texas, on Highway 87 (adjoining the refinery property on the southeast) which is a major highway between Port Arthur and Orange, Texas. (See Map No. 4) Rail service is provided by rail lines adjoining the property to the south and marine terminal and dockage facilities are located along the Neches River adjoining the property to the north.

The land area of the refinery consisted at one time of approximately 1226 acres of which the Atlantic Pipeline Company owned 730 acres in two parcels and Atlantic Richfield C ompany or its predecessor owned 496 acres. (See Map No. 5) T his acreage is reduced at the present time by subsequent acquisitions and sales the most recent of which is an acquisition by the State of Texas in several parcels for the widening of Highway 87. Some 40 acres more or less are involved in this take.

EXHIBIT D

DESCRIPTION OF TRANSPORTATION FACILITIES
(PIPELINES)

5. Bronte Gathering System

Consists of 11 miles of 2 inch to 6 inch line pipe and gathers 2,700 BBLS day into two tanks at Bronte Station. Through necessity this oil is transported through the Midland - Atreco trunk line and is presently going to Sun Oil at the Sun junction near Atreco.

6. Neches Pipe Line System

Built in 1961. Owned jointly by Atlantic Pipe Line Company and Pure Transportation Company, a division of Union Oil. Four lines - one 3", two 4", and one 6" - each 5.85 miles in length. Originates at the Atlantic Richfield Atreco Refinery and terminates Pure Oil plant. One 4" line is used to return Raffinate to Atreco Refinery, 5,250 B/D. The 3" line used for Toluene, Benzene and other products from Pure to Atreco, 333 B/D. The 6" line, Atreco end, used for Propane from Texas Petrogas plant to Jefferson Chemical Company, 196 B/D. The 6" line, Pure end, used for Propane from Pure to Jefferson, 3,050 B/D. These lines were built to serve a jointly owned Udex Plant located at Pure.

7. Bayou Pipe Line System

Constructed and completed pursuant to agreement entered into in the year, 1942, consists of 210 miles (estimate only) of 8" and 10" welded pipe in two segments, one from Bay Town, Texas to Port Arthur and one from Port Arthur to Baton Rouge, Louisiana. Ownership of the line is in various parties including Atlantic Pipe Line Company all of whom have differing percentages of ownership in different segments of the line. The system ties into the Plantation Pipeline System at Baton Rouge and the entire Bayou Pipe Line System is presently under lease to and being operated by Plantation.

8. Harbor Pipe Line System

Is operated under an Agreement dated March 1, 1956 between The Texas Pipe Line Company, Gulf Refining Company, and Sinclair Pipe Line Company, which names Sinclair Pipe Line as operator. Harbor receives material from Gulf, Texas and Sinclair at Woodbury through pipe lines owned by the separate companies. The products then move through the Harbor Pipe Line to Linden (the undivided interest portion of the system) and deliveries are made to Buckeye Pipe Line at Linden and to terminal feeder lines owned by Sinclair, Texas and Gulf or their affiliates.

9. Connecting Line From Marcus Hook To Woodbury, New Jersey

Sinclair Oil Corporation's Marcus Hook Refinery pumps products through one 8" and one 10" pipe line owned by Sinclair Oil Corporation northeast 5 1/2 miles to their tankage at Chelsea, Pennsylvania.

Sinclair Pipe Line Company owns and operates a pumping station adjacent to this tankage. Sinclair Pipe Line Company operates and maintains the tanks for Sinclair Oil Corporation under a contract dated February 1, 1963, as amended April 8, 1964. Chelsea pump station receives the products from the tanks by meters and pumps products 6.2 miles through a wholly owned 8" pipe line to Philadelphia Junction.

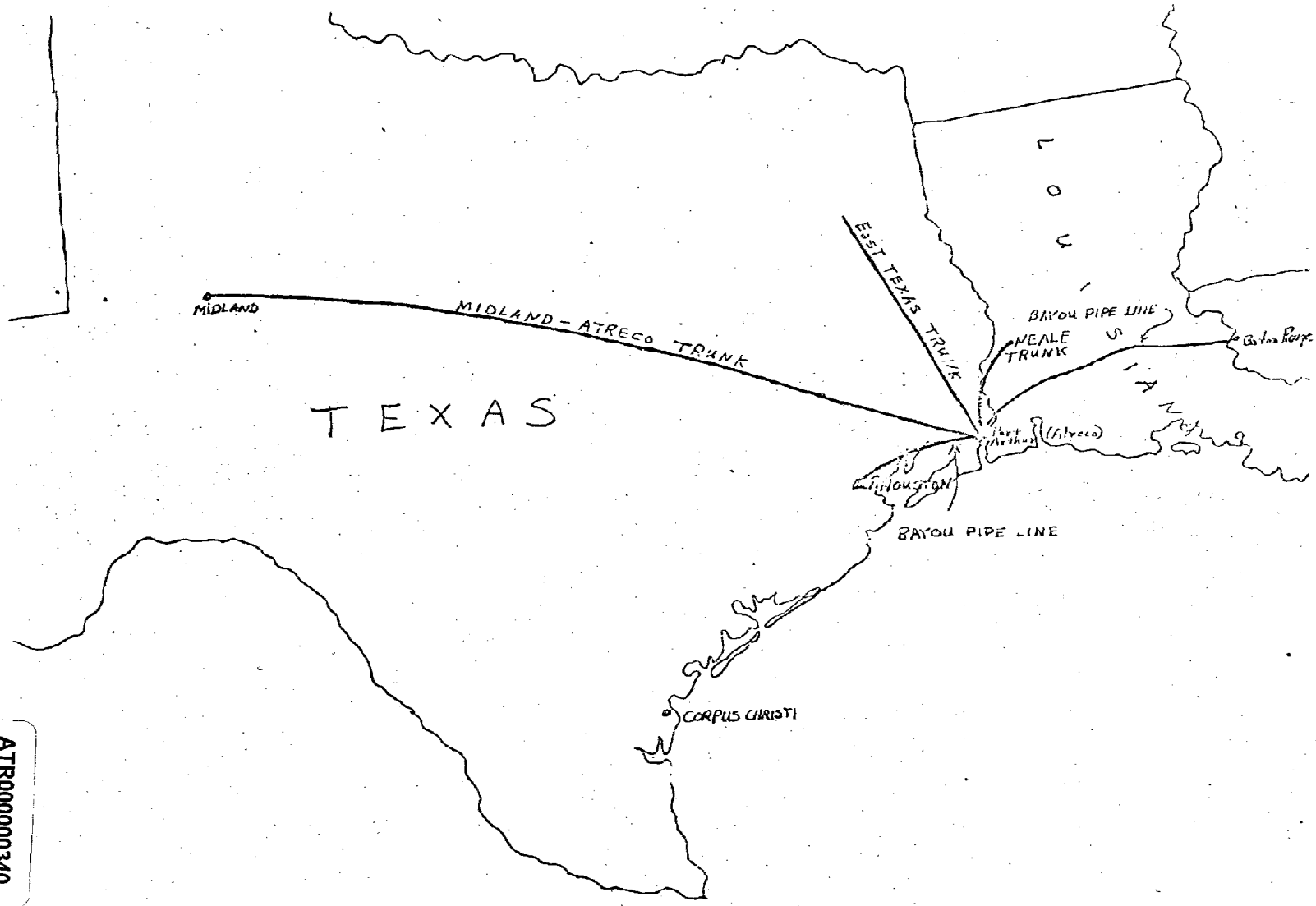
Sinclair Pipe Line also receives products from Atlantic Pipe Line at Philadelphia Junction. Sinclair products and Atlantic products are then moved through 19.3 miles of 8" pipe line, much of it through the city streets of Philadelphia, to Sinclair Oil Corporation's and Atlantic's Philadelphia terminals.

From Philadelphia Junction Sinclair products move through 10.4 miles of 8" pipe line across the Delaware River to Paulsboro Junction. From Paulsboro Junction products can move through 1.8 miles of 8" pipe line to Sinclair Oil Corporation's Paulsboro Terminal. From Paulsboro Junction Sinclair products can move through 3.3 miles of 8" pipe line to the origin station of Harbor Pipe Line at Woodbury, New Jersey.

10. Schaefferstown to Finksburg Line

Laurel delivers into 7 tanks owned by Sinclair Pipe Line at Schaefferstown Station. Product is delivered from these storage tanks to Sinclair Oil Corporation's Schaefferstown Terminal by Sinclair Pipe Line Company. Product is pumped by Sinclair Pipe Line Company's Schaefferstown Station through 15 miles of 6" pipe line to Sinclair Oil Corporation's Lancaster, Pennsylvania Terminal. Product them moves through 29.7 miles of 6" pipe line to Sinclair Oil Corporation's York Terminal.

Sinclair Pipe Line Company owns 32.91 miles of 6" pipe line from York to Finksburg, Maryland. This pipe line is out of service and the pipe line filled with nitrogen. Sinclair Oil Corporation's Finksburg Terminal is now served by Colonial Pipeline.



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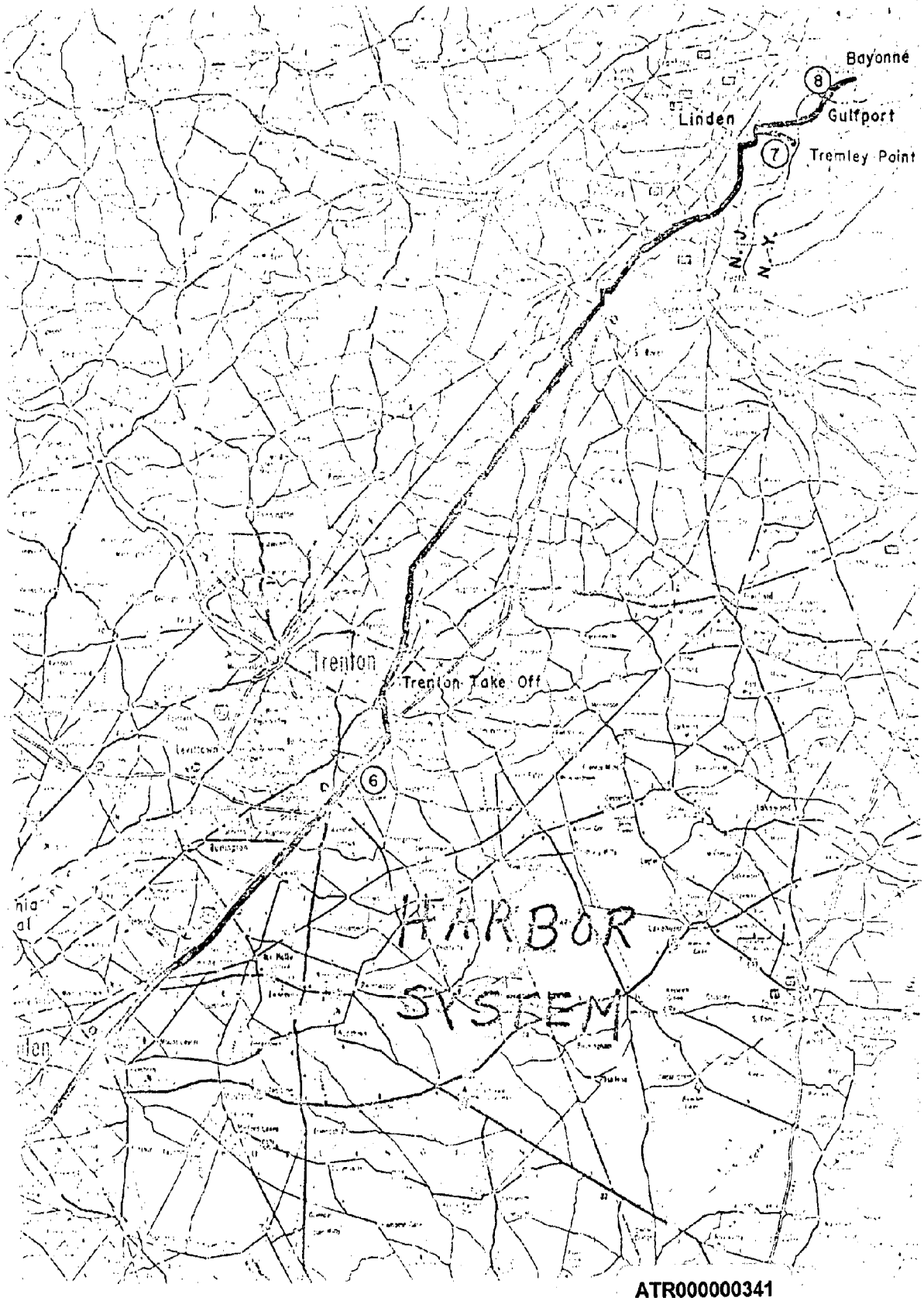

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EXHIBIT E

Subsidiaries and Affiliated Corporations

PETRO GAS PRODUCING COMPANY

(1) ARCO is the owner of 32,000 shares of class A, non-voting, $1.00 par value stock, and 80 shares of class B, voting $1.00 par value stock of Petro Gas Producing Company, a Texas corporation, with offices at Suite 1020, Americana Building, Houston, Bexas, 77002. Forrest S. Warren is the owner of the remaining issued and outstanding stock which amounts to 8,000 shares of class A, non-voting, $1.00 par value stock and 20 shares of class B, voting, $1.00 par value stock.

SOUTH HAMPTON COMPANY

(2) ARCO is the owner of 800 shares of $100 par value common stock of South Hampton Co., a Texas corporation, with offices at Adair Building, 6420 Hillcroft, Houston, Texas, 77036. Marvin A. Bomer is the owner of the remaining issued and outstanding stock which amounts to 200 shares of $100 par value common stock. BP has been informed that South Hampton Co. is a party to certain agreements with Union Carbide Corporation with respect to the use of a process for the production of straight chain paraffins and BP agrees to cause South Hampton Co. to comply with all of the provisions of such agreements.

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MID COUNTY CHEMICAL COMPANY

(3) ARCO is the owner of 50 shares of common stock of Mid-County Chemical Co., a Delaware corporation, with offices at 100 West Tenth Street, Wilmington, Delaware and such stock is held for and on behalf of ARCO by John M. Schultz as nominee. The remaining issued and outstanding stock which amounts to 50 shares of common stock is held by General Option Company, for and on behalf of the owner, Union Oil Corporation. BP recognizes that ARCO is a party to an agreement with Union which requires ARCO to receive the written consent of Union to transfer ARCO's stock interest in Mid-County Chemical Co.

LAUREL PIPE LINE COMPANY

(4) Sinclair Pipe Line Company is the owner of 1,944 shares of $1,000 par value capital stock of Laurel Pipe Line Company which has an authorized capital stock of 10,000 shares of which 5,555 shares have been issued and sold. Gulf Oil Corporation owns 2,222 shares and The Texas Company owns 1,389 shares of the outstanding stock. BP recognizes that Sinclair Pipe Line Company is a party to the following agreements:

(a) Shareholders Agreement of March 28, 1957 between Gulf, Sinclair and Texaco which provides that any sale of stock in the Laurel Pipeline Company shall be for cash only and shall be to Gulf and/or Texaco unless they fail to exercise their options to purchase (para. 4, Page 5).

(b) Indenture of Trust dated October 15, 1957 - Laurel Pipe Line Company to Bankers Trust Company, Trustee, which provides that Laurel may not sell any part of the pipeline unless it has first obtained the consent of the holders of 66 2/3% of the principal amount of notes outstanding at the time (Article IV, Sections 4, II and 4, pages 31 and 32).

(c) Throughput Agreement dated September 19, 1957, between Gulf, Sinclair and Texaco which provides that there may be no assignment of any interest in the agreement without the written consent of the Trustee under the Indenture of October 15, 1957 (Para. 9, Para. 9, Page 4).

(d) Letters from Metropolitan Life Insurance Company and Equitable Life Assurance Society dated December 3, 1957, holders of $30,650,000 principal Sinclair Twenty-Five Year issued under Indenture dated August 1, 1951, requiring any sale of Laurel trunk pipelines to be for cash only, the proceeds thereof to be disposed of in accordance with Section 5.13 of the Indenture.

DELAWARE BAY TRANSPORTATION CO.

(5) One-half of Sinclair Oil Corporation's 356 shares of $1,000 par value common stock of Delaware Bay Transportation Company which is authorized to issue 1,500 shares. Of this stock, 1086 shares are outstanding, Gulf Oil

ATR000000347

Corporation holding 356 shares and Cities Service Company holding the remaining 356 shares.

Delaware Bay Transportation Company was organized under the General Corporation Law of the State of Delaware. The principle office of the Corporation is located at 100 West 10th Street, Wilmington, Delaware. Pursuant to a resolution passed on March 29, 1967, the Corporation also maintains an office at 600 Fifth Avenue, New York, New York, at which office the books of the Corporation are kept.

The aforesaid owned stock issued to Sinclair Oil Corporation, Gulf Oil Corporation and Cities Service Company was issued in exchange for the equal beneficial interests of those companies in the real estate in Kent County Delaware.

This land consists of approximately 1765 acres of property on Delaware Bay about eight miles north of the town of Milford in an area known as Milford Neck. The site is presently undergoing feasibility studies to determine its suitability as a deep water marine terminal.

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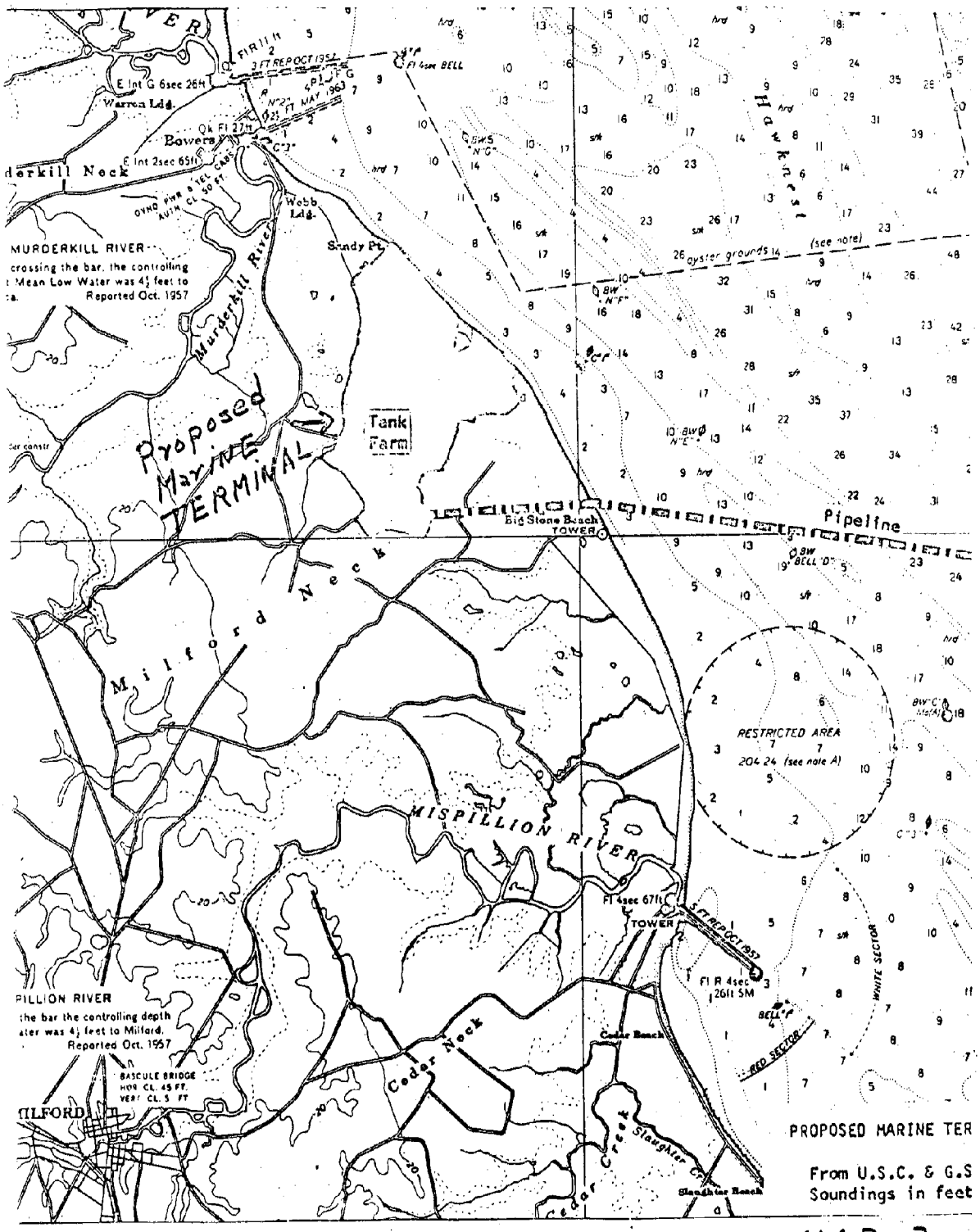

MAP 3

ATR000000349

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EXHIBIT F

Guarantee of Loan of Subsidiary

Series C of notes in total capital amount of $4,100,000 evidencing loan made to Mid-County Chemical Corporation. Series C bear interest at 4.9% and are held by Canada Life Assurance Company of Toronto, Canada. Series C original amount totaled $2,460,000. First payment on this series made August 1, 1968. Present outstanding balance $2,325,120. Payments to be made in semi-annual installments through February 1, 1977. Series A and Series B notes of original issue are fully paid.

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EXHIBIT G

Registration No.	Date Registered	Trademark
81,038	Feb. 21, 1911	Design of Two Pigs
84,296	Nov. 21, 1911	RIVALO
91,916	June 3, 1913	OPALINE
99,518	Sept. 1, 1914	EMULSICOOL
104,124	May 4, 1915	PENNANT
107,316	Nov. 23, 1915	SHAMROCK
112,396	Sept. 5, 1916	EXANOL
113,700	Oct. 31, 1916	RUBILENE
116,681	May 15, 1917	PETROWAX
119,588	Nov. 27, 1917	AUTOKUT
119,882	Dec. 18, 1917	EMERALD
121,960	June 11, 1918	RIMODA
122,232	July 9, 1918	Rooster Design
126,083	July 22, 1919	CORDYMO
126,348	August 19, 1919	SINCO
126,782	Sept. 30, 1919	GARNET
129,539	Feb. 24, 1920	CLAIRO
131,723	May 25, 1920	Oil Man Design
131,925	May 25, 1920	BETHOLINE-GAS
132,248	June 15, 1920	Circle and Bar Design
134,089	Aug. 10, 1920	White Lily
135,948	Oct. 26, 1920	HYVIS
146,362	Sept. 6, 1921	SINCLAIR with circles and bars design

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146,872	Sept. 20, 1921	DIAMOND C.
146,873	Sept. 20, 1921	ONYX
146,874	Sept. 20, 1921	SPIN-KNIT
146,875	Sept. 20, 1921	SUPERFLAME
153,531	March 21, 1922	COSS
175,531	Nov. 6, 1923	WILKUT
194,083	Jan. 13, 1925	GASCON
196,144	March 10, 1925	ALWETHER
198,608	May 19, 1925	COMMANDER
198,843	May 26, 1925	WARRIOR
201,184	July 21, 1925	SINTEX
216,380	Aug. 10, 1926	H-C in green and red circles
220,011	Oct. 26, 1926	Miles of Smiles
225,454	March 22, 1927	RUST-O-LENE
225,460	March 22, 1927	UMBRA
225,461	March 22, 1927	CRYSTEX
225,487	March 22, 1927	OSAGE
225,591	March 22, 1927	THE WONDER MOTOR FUEL
247,014	Sept. 18, 1928	COMMODORE
* 251,789	Jan. 15, 1929	P. D.
253,271	Feb. 26, 1929	SOUTHERN
* 254,040	March 12, 1929	SINCLAIR and Aircraft Design
257,103	May 28, 1929	CADET

* Sinclair Oil Corporation does not plan to renew these registrations.

ATR000000354

Registration No.	Date Registered	Trademark
257,959	June 25, 1929	SUDZER
* 263,218	Nov. 5, 1929	P. D. and Design
* 264,594	Nov. 26, 1929	SINCLAIR and Ribbon Design
* 264,843	Dec. 10, 1929	SINCLAIR and Ribbon Design
265,799	Jan. 7, 1930	JADE
265,842	Jan. 7, 1930	RAPIER
265,843	Jan. 7, 1930	ROCKET
268,547	March 18, 1930	TOOLTEX
268,621	March 18, 1930	JAKURV
274,233	Aug. 26, 1930	P. D. and Stripe
281,774	March 31, 1931	NAPTOL
287,716	Oct. 6, 1931	SuperFlame and Design
290,092	Dec. 22, 1931	TRACT-A-ROLLER
291,312	Feb. 9, 1932	SINCLAIR Pennsylvania Motor Oil and Design
293,881	May 10, 1932	Pengrade
314,523	July 3, 1934	WORK-FACTOR NEWS and Design
316,660	Aug. 28, 1934	Mileage Metered
322,528	March 12, 1935	HYVIS and yellow stripes
323,478	Apr. 16, 1935	HYVIS and Oil Man Design
323,989	May 7, 1935	Double-Penn
328,500	Oct. 1, 1935	SINTURLITE

* Sinclair Oil Corporation does not plan to renew these

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342,688	Jan. 26, 1937	PALITE
342,874	Feb. 2, 1937	DINO and Dinosaur Design
342,955	Feb. 2, 1937	TENOL
347,128	June 15, 1937	CERCON
358,089	June 28, 1938	DUSCON
364,576	Feb. 7, 1939	DINO
366,048	Mar. 28, 1939	DINO
370,988	Sept. 12, 1939	TENOL
384,879	Feb. 4, 1941	SATISOL
391,997	Dec. 2, 1941	LOOMTEX
408,869	Aug. 29, 1944	CARNITE
409,936	Oct. 31, 1944	TRUKUT
412,999	Apr. 3, 1945	ORBITOL
414,423	June 12, 1945	QUENCHOL
417,649	Nov. 6, 1945	HONOL
515,164	Sept. 13, 1949	CERCAX
515,701	Sept. 27, 1949	LACLEDE
518,980	Dec. 20, 1949	AMRIN
520,204	Jan. 24, 1950	SALINE
520,205	Jan. 24, 1950	SINCLAIR REFINING CO.
521,565	Feb. 28, 1950	LITHOLINE
527,892	July 18, 1950	R D - 119
542,184	May 8, 1951	QUICKHEET
556,977	Apr. 1, 1952	HYDRATORK
565,446	Oct. 21, 1952	FILM

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595,418	Sept. 21, 1954	SINCOLUBE
596,622	Oct. 12, 1954	TRUGRIND
647,014	June 18, 1957	TRANSKUT
649,917	Aug. 13, 1957	PONTRAR
655,436	Dec. 10, 1957	Three Check Marks Design
655,721	Dec. 17, 1957	SINCLAIR with Three Check Marks Design
663,003	June 17, 1958	RUST-O-LENE F.O.
663,668	July 1, 1958	SUPER WILKUT
676,216	Mar. 31, 1959	CALDRON
691,486	Jan. 19, 1960	SINCLAIR & Dinosaur within Pentagonal Design
691,904	Jan. 26, 1960	SINCLAIR & Dinosaur within Pentagonal Design
691,905	Jan. 26, 1960	SINCLAIR and Dinosaur
695,176	Mar. 29, 1960	SINCLAIR & Dinosaur within Pentagonal Design
695,468	Apr. 5, 1960	SINCLAIR & Dinosaur within Pentagonal Design
697,365	May 10, 1960	SINCLAIR & Dinosaur within Pentagonal Design
703,560	Aug. 30, 1960	SINCLAIR & Dinosaur within Pentagonal Design
712,302	Mar. 7, 1961	SINCLAIR & Dinosaur within Pentagonal Design

713,731	Apr. 11, 1961	SINCLAIR & Dinosaur within Pentagonal Design
725,820	Jan. 2, 1962	DINO
729,347	Apr. 3, 1962	SIMPSON and Design
729,558	Apr. 3, 1962	SIMPSON and Design (Service Mark)
776,482	Sept. 8, 1964	CLAIRO
779,741	Nov. 10, 1964	DINO
781,248	Dec. 8, 1964	MODOC
787,680	Apr. 6, 1965	DINOFIN
795,454	Sept. 7, 1965	DINO D-ICER
805,449	Mar. 15, 1966	TUFFLO
810,073	June 21, 1966	TRUSLIDE
810,074	June 21, 1966	DARTAC
812,000	Aug. 2, 1966	SINCLAIR TURBO S 15
814,294	Sept. 6, 1966	SUPER LONET
815,719	Sept. 27, 1966	CRYSTOIL
820,600	Dec. 20, 1966	COMMANDER
827,609	Apr. 18, 1967	SINCLAIR & Dinosaur within Pentagonal Design
828,146	May 2, 1967	SINCLAIR & Dinosaur within Pentagonal Design
829,363	May 30, 1967	SINCOPRIME

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829,364	May 30, 1967	SINCOLUX
829,365	May 30, 1967	SINCO-TECH
829,366	May 30, 1967	DUOTREAT
834,539	Sept. 5, 1967	SINCLAIR & Dinosaur within Pentagonal Design
841,827	Jan. 9, 1968	SINCLAIR & Dinosaur within Pentagonal Design
849,265	May 21, 1968	DINOLENE
854,891	Aug. 13, 1968	SINCLAIR & Dinosaur within Pentagonal Design
855,421	Aug. 27, 1968	DINOHEAT
857,332	Sept. 24, 1968	SINCLAIR & Dinosaur within Pentagonal Design

Application Serial No.	Application Date	Trademark
278,828	8-22-67	DRIVE WITH CARE AND BUY SINCLAIR
279,006	8-24-67	DINO-GUARD
294,416	3-28-68	SUPERFLAME and Design
296,204	4-22-68	NC-7

ATR000000360

Exhibit H

Column 1	Column 2
Employee Benefit Plans of BP or its Subsidiaries	Employee Benefit Plans covering employees of Arco and its subsidiaries
Employees retirement plan qualified under Section 401 (a) of the U.S. Internal Revenue Code of 1954	Atlantic Richfield Retirement Plan Employees Retirement System of The Atlantic RefiningCompany Employees Retirement Allowance Plan of Sinclair Oil Corporation and Designated Subsidiaries
Employees savings plan qualified under Section 401 (a) of the U.S. Internal Revenue Code of 1954	Atlantic Richfield Thrift Plan Employee Savings Plan of Sinclair Oil Corporation
Employees group life insurance plan	Atlantic Richfield Company Group Life Insurance Plan Employees Group Life Insurance Plan of Sinclair Oil Corporation and Designated Subsidiaries
Employees hospital and surgical plan	Blue Cross and Blue Shield Hospital and Surgical Plans Employees Hospital and Surgical Plan of Sinclair Oil Corporation and Designated Subsidiaries
Major medical insurance plan	Major Medical Insurance Plan Extended Medical Expense Plan for employees of Sinclair Oil Corporation and Designated Subsidiaries

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Other BP Employee nefits	Other ARCO ployee Benefits
Employees vacations	Arco employee vacation benefits Sinclair employee vacation benefits
Salary and wage continuance during absences	Arco Employee salary and wage continuance benefits during absences Sinclair Employee salary and wage continuance benefits during absences
Death and Accident Benefits	Arco death and accident benefits Sinclair death and accident benefits
Military Service Benefits	Arco Statement regarding Military Service Sinclair benefits for employees on leave for Temporary Training in the National Guard or other Reserves Sinclair Benefits for employees on extended Military Leave.
Educational Assistance Benefits	Arco Educational Assistance Gratuity Sinclair Tuition Assistance Program
Severance Allowances	Arco severance allowance provisions Sinclair severance allowance provisions

ATR000000363

EXHIBIT I

BP EXPLORATION U.S.A., INC.
620 Fifth Avenue, New York, N.Y.

7% Promissory Notes

New York, N. Y.
$_____ _____19____

BP EXPLORATION U.S.A, INC. ("BP"), a Delaware corporation, for value received, hereby promises to pay to _____ or order, on December 31, 1977, the principal amount of $_____, and to pay interest on the unpaid balance of such principal amount from date hereof, at the rate of 7% per annum, payable annually, until the principal shall become due and payable (whether at maturity, or by prepayment, or acceleration, or otherwise). Payments of principal and interest shall be made in lawful money of the United States of America, in New York Clearing House Funds, at the office of Morgan Guaranty Company, 23 Broad Street, New York, New York, or such other office as _____ may from time to time designate.

This Note is one of BP's Notes issued pursuant to a certain Credit Agreement dated December 18, 1968 between BP and _____. The Notes are subject to certain mandatory prepayment provisions, certain acceleration provisions, and certain voluntary prepayment provisions, all as provided in the Credit Agreement. The Notes are also subject to certain provisions which allow the deferral of interest payments, at the option of BP as provided in the Credit Agreement. The Notes are additionally subject to certain rights of purchase by BP in the event the Notes are offered for sale to any third party, as provided in the Credit Agreement, to which reference is made for a more particular description of the rights and obligations of BP.

This Note is made and delivered in New York, New York, and shall be governed by the laws of the State of New York.

BP EXPLORATION U.S.A, INC.

By_____

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EXHIBIT J

CREDIT AGREEMENT, made this day of , 1969 between BP Exploration U.S.A. Inc., a Delaware corporation (hereinafter called BP), and _____.

WITNESSETH:

WHEREAS, to assure the payment of the purchase price of certain assets that were this day purchased by BP from_____, BP has duly authorized the issuance of its 7% Notes ("Notes"), in the aggregate principal amount of $_____, and such additional sum as represents deferred interest, and to provide the terms and conditions upon which the Notes are to be issued and delivered, BP has duly authorized the execution of this Credit Agreement;

WHEREAS, the Notes are to be in the form attached hereto as Exhibit "A":

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

Section 1. Definitions.

Section 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Credit Agreement and of any

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supplement hereto shall have the respective meaning specified in this Section 1.01.

(1) North Slope Properties:

The term "North Slope Properties" refers to underground reserves of oil in the property identified by the schedule of leases attached as exhibit "B" hereto.

(2) Commercial Quantities of Oil:

The term "Commercial Quantities of Oil" shall mean an amount of 375,000 barrels (42 U.S. gallons per barrel) produced and shipped by sea or pipeline from Alaska by BP from its North Slope Properties.

(3) Note or Notes:

The term "Note" or "Notes" shall mean any Note or Notes, as the case may be, duly executed and delivered under this Credit Agreement.

(4) Event of Default:

The term "Event of Default" shall mean any event specified in Section 4.01, continued for the period of time, if any, and after the giving of the notice, if any, therein designated.

(5) Subsidiary:

The term "Subsidiary" shall mean any corporation at least a majority of the outstanding securities of which having ordinary voting power, or the voting power happening upon an event, to elect a majority of the board of directors of such corporation is at the time owned or controlled directly or indirectly by BP or one or more Subsidiaries of BP.

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(6) Tangible Assets Ratio:

The term "Tangible Assets Ratio" shall mean the number resulting from dividing the net tangible assets of BP by Funded Debt. Net tangible assets shall mean tangible assets less current liabilities (including revolving credits from commercial banks) of BP, all calculated in accordance with sound accounting practice. In arriving at net tangible assets appropriate reductions shall be made for reserves for depreciation, depletion, and other reserves and deferred credits as well as items such as "good will" and the like. There shall also be deducted any investments in or advances to subsidiaries or affiliates unless such subsidiaries or affiliates are bound by the terms of this agreement or unless such investments, advances or loans are to a subsidiary or affiliate engaged primarily in pipeline or other oil transportation activities. Also in arriving at net tangible assets there shall be included for purposes of this Tangible Assets Ratio the North Slope Reserve Appraisal.

(7) Subordinated Debt:

The term "Subordinated Debt" shall mean funded debt of BP which by its terms is subordinated to the Notes as to payment of principal and interest and which confers on the debt represented by the Notes a prior claim on the assests of BP in the Event of Default.

(8) Cash Flow:

The term "Cash Flow" shall mean net operating income of BP after provision for any income tax plus depreciation and depletion and any

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other non-cash items which are charged against net operating income.

(9) Guaranteed Debt:

The term "Guaranteed Debt" shall mean debt of any party other than BP or its Subsidiaries, the payment of which has been guaranteed by BP.

(10) Funded Debt:

The term "Funded Debt" shall mean any obligation of BP for borrowed money (exclusive of Subordinated Debt) maturing by its terms more than one year from the date thereof, and shall include all such debt issued or assumed by BP as well as Guaranteed Debt. Revolving credits from commercial banks are excluded from the definition of Funded Debt.

(11) North Slope Reserve Appraisal:

The term "North Slope Reserve Appraisal" shall mean the appraised value of BP's underground reserves of oil in the North Slope Properties plus the appraised value of any significant new oil discoveries by BP in the U. S. A. or Canada occuring after date hereof. This appraisal shall be agreed to by both parties but in the event of disagreement De Golyer and MacNaughton shall provide an appraisal binding upon both parties. As of the date of this Agreement the North Slope Reserve Appraisal is agreed to be one billion dollars ($1,000,000,000).

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Section 2. Terms.

Section 2.01. Date of Notes. The Notes shall be dated on the date of this agreement and in the case of Notes evidencing deferred interest, on the interest due date.

Section 2.02. Payments of Principal and Interest. Principal on the Notes will be payable annually in six (6) equal installments commencing one year after the date of the Note. At BP's option, the initial payment may be deferred until six (6) months after the date of shipment of the first oil, in Commercial Quantities, from the North Slope Properties, or December 31, 1972, whichever date is earlier. In the event of such deferral, the five (5) remaining installments of principal may be deferred to the subsequent five (5) anniversaries. The Note including the Notes covering deferred interest shall bear interest at the rate of 7% per annum which shall be calculated and payable annually.

At BP's option, payment of interest may be deferred until the date on which the first payment of principal is to be made. Each amount of accrued and unpaid interest so deferred shall be evidenced by a Note to be executed on the date of deferrment. Each such Note shall be in the form of Exhibit A. The initial payment of principal on such Notes shall be payable on the date which is six (6) months after the date of shipment of the aforementioned Commercial Quantity of oil or on December 31, 1972 whichever is earlier, and the remaining five (5) principal payments will be payable in five (5) annual installments, thereafter. Each principal payment on such Notes shall bear interest at the rate of 7% per annum,

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which shall be calculated and payable annually.

Section 2.03. Prepayment. BP may prepay all or any of the Notes at any time, and from time to time upon payment of principal and accrued interest to the date of prepayment. Prepayments shall be applied to installments in the inverse order of their maturity.

Section 2.04. New York Clearing House Funds. Each payment of principal and interest shall be made in New York Clearing House Funds.

Section 2.05. Place of Payment. Payment of principal and interest on the Notes shall be made at the place prescribed in the form of Note attached hereto.

Section 3. Particular Covenants of BP

Section 3.01. Payment of principal and interest. Subject to Section 2.02 BP covenants and agrees that it will duly and punctually pay or cause to be paid the principal and interest on each of the Notes at the place, at the respective times and in the manner provided herein.

Section 3.02. Negative Covenants. While any of the Notes are outstanding, and except with the consent of _____, which consent shall not be unreasonably witheld, BP, or its subsidiaries will not:

(1) Distributions to Owners: Except for dividends from its subsidairies to BP, pay any dividends (other than dividends in common stock of BP) nor purchase any stock of BP for value

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unless

(a) the initial required principal payment on all the Notes has been made, and there has not been any event of default remaining uncured, and

(b) cash flows in the preceding fiscal years exceed, cumulatively, total debt service requirements (mandatory principal amortization plus interest) in those years.

In the event that dividends or purchases of BP stock are permissible BP may pay dividends or purchase BP stock in any fiscal year to the extent that Cash Flows in the preceding fiscal years cumulatively exceeded the cumulative debt service requirements as calculated in 3.02 (1) (b) above, and provided BP does not estimate such payments or purchase of BP stock would result in the net Cash Flow, less such payments and purchases, being less than the debt service requirements in the fiscal year of payment or purchase.

(2) Retention of Assets: Sell or otherwise dispose of all or the major portion of the North Slope Properties if as a result thereof the Tangible Assets Ratio were to fall below two.

(2) Incurrence of Other Debt: Incur and draw down any Funded Debt in addition to the Funded Debt evidenced by the Notes unless, after giving credit thereto, the Tangible Assets Ratio shall be and shall remain a number no less than two.

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(4) Prepayment on Other Debt: Voluntarily prepay any Funded Debt other than the Funded Debt evidenced by the Notes, unless the prepayment is for purposes of a refunding operation.

Section 3.03. Other Covenants. During the period that any Notes are outstanding BP will deliver to Atlantic Richfield Company

(1) within one hundred and twenty (120) days after the end of each fiscal year of BP a copy certified by independent public accountants of the consolidated balance sheet of BP and its consolidated statements of profit and loss and surplus for such year and,

(2) within forty-five (45) days after the end of each of the first three quarters of each fiscal year similar accounting statements certified (subject to year end audits) by an accounting officer of the company, and,

(3) within ninety (90) days after the end of each fiscal year a certificate signed by an officer of BP to the effect that there has been no event of default under this credit agreement, during such fiscal year.

Section 3.04. Warranty of Ownership. BP warrants that except for the royalty interest of BP Exploration Company (Alaska) Inc. on the

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date of execution of this Credit Agreement it is the lessee of unencumbered underground reserves on the North Slope Properties.

Section 4. General Provisions.

Section 4.01. Events of Default. Each of the following shall be deemed an Event of Default.

(a) Failure by BP to pay interest or principal on any Notes when due by their terms, provided such failure continues for 30 days.

(b) Failure by BP duly to observe or perform any obligations, covenants or agreements in the Notes or in this Credit Agreement for a period of 30 days after written notice of such failure, shall have been given by any Note Holder.

(c) If BP shall

(1) admit in writing its inability to pay its debts generally as they become due, or

(2) file a petition in bankruptcy or a petition to take advantage of any insolvency act, or

(3) make an assignment for the benefit of its creditors, or

(4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property; or

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(5) fail to pay at maturity, or within any applicable period of grace, any obligation for borrowed monies or advances, unless BP shall in good faith contest the obligation, and any judgment entered as a result of such litigation shall be forthwith discharged, or stayed pending an appeal.

(6) file a petition or answer eeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America, or any State thereof relating to insolvency or inability to pay debts when they mature; or

(7) on a petition in bankruptcy filed against it, be adjudicated a bankrupt; or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of BP, a receiver or trustee of BP or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of BP under the Federal Bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof relating to insolvency or inability to pay debts when they mature, and such adjudication, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof.

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Section 4.02. Acceleration of Notes. If an Event of Default shall have occurred and continue after the applicable grace period the holder of any Note may proceed to accelerate and declare forthwith due all principal and accrued interest represented by the Note or Notes held by him, without presentment, demand or protest, all of which are hereby waived.

Section 4.03. Replacement Notes. Following the issuance of the Notes the bearer shall have the privilege of substituting any or all of them for Notes of different denominations from time to time and BP shall immediately effect each substitution when so requested.

Section 4.04. Remedies. The Note holder after an Event of Default, and the expiration of any app licable grace period, may proceed to protect and enforce its rights by an action at law or equity.

Section 4.05. Costs. If an Event of Default continues after the applicable grace period, BP shall pay all costs of collection including reasonable attorney fees and costs.

Section 4.06. Waiver. Neither failure nor delay on the part of any holder of any Note to exercise any rights, remedy or priviledge provided herein shall operate as a waiver thereof or of the right or exercise of any further or subsequent right, remedy or privilege.

Section 4.07. Sale of Notes. The Notes may not be sold by _____ before 1st January 1971 and thereafter only after giving BP fifteen (15)

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days written notice of the terms and conditions of the proposed sale. BP may purchase the notes at the price and on the terms contained in the notice of proposed sale, by accepting the offer within fifteen (15) days of mailing of said notice.

IN WITNESS WHEREOF, the parties have caused their names, to be signed and their seals affixed this day and year written.

BP EXPLORATION U.S.A., INC.

By_____

_____

ATR000000378

EXHIBIT A

BP EXPLORATION U.S.A., INC.
620 Fifth Avenue, New York, N.Y.

7% Promissory Notes

New York, N. Y.
$_____ _____19___

BP EXPLORATION U.S.A, INC. ("BP"), a Delaware corporation, for value received, hereby promises to pay to _____ or order, on December 31, 1977, the principal amount of $_____, and to pay interest on the unpaid balance of such principal amount from date hereof, at the rate of 7% per annum, payable annually, until the principal shall become due and payable (whether at maturity, or by prepayment, or acceleration, or otherwise). Payments of principal and interest shall be made in lawful money of the United States of America, in New York Clearing House Funds, at the office of Morgan Guaranty Company, 23 Broad Street, New York, New York, or such other office as _____ may from time to time designate.

This Note is one of BP's Notes issued pursuant to a certain Credit Agreement dated December 18, 1968 between BP and _____. The Notes are subject to certain mandatory prepayment provisions, certain acceleration provisions, and certain voluntary prepayment provisions, all as provided in the Credit Agreement. The Notes are also subject to certain provisions which allow the deferral of interest payments, at the option of BP as provided in the Credit Agreement. The Notes are additionally subject to certain rights of purchase by BP in the event the Notes are offered for sale to any third party, as provided in the Credit Agreement, to which reference is made for a more particular description of the rights and obligations of BP.

This Note is made and delivered in New York, New York, and shall be governed by the laws of the State of New York.

BP EXPLORATION U.S.A, INC.

By_____

ATR000000379

EXHIBIT B

Prudhoe Bay Structure
Leases of British Petroleum

Block	Township	Range	Lease No.	No. of Acres
6	12N	15E		2560
7	12N	15E		2560
1	11N	15E	28320	2560
7	12N	16E		2560
8	12N	16E		2560
9	12N	16E		2459
1	11N	16E		2560
2	11N	16E		2560
3	11N	16E	28338	2469
4	11N	16E	28339	2480
5	11N	16E	28340	2560
6	11N	16E		2560
8	11N	16E	28342	2560
9	11N	16E	28343	2491
8	10N	16E	28348	2560
9	10N	16E	28349	2523
4	10N	15E	28330	2512
5	10N	15E	28331	2560
7	10N	15E	28333	2560
9	10N	15E	28335	2523
1	10N	14E	28311	2560
2	10N	14E	28312	2560
6	10N	14E	28315	2560
4	11N	14E	28305	2480
8	11N	14E	28309	2560
9	11N	14E	28310	2491
1	11N	13E	28280	2560
2	11N	13E	28281	2560
3	11N	13E	28282	2469
4	11N	13E	28283	2480
5	11N	13E	28284	2560
6	11N	13E	28285	2560
7	11N	13E	28286	2560
8	11N	13E	28287	2560
1	11N	12E	28260	2560
7	12N	13E	28277	2560
8	12N	13E	28278	2560
9	12N	13E	28279	2459
				96396

ATR000000380

SUPPLEMENTAL AGREEMENT TO AGREEMENT FOR SALE OF ASSETS BY ATLANTIC RICHFIELD COMPANY TO BP OIL CORPORATION

THIS SUPPLEMENTAL AGREEMENT made this 20th day of February, 1969 by and between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and BP OIL CORPORATION ("BP"), a Delaware corporation formerly known as BP Exploration U. S. A., Inc.

WITNESSETH:

WHEREAS, ARCO and BP entered into a certain Agreement for Sale of Assets (the "Agreement") dated December 18, 1968, and

WHEREAS, ARCO and BP desire to amend the Agreement in order to provide for the purchase by BP from ARCO of all of the marketing properties of SINCLAIR OIL CORPORATION ("Sinclair") in the States of Virginia, North Carolina, South Carolina, Georgia and Florida.

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

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I. Amendments to the Agreement

The Agreement is hereby amended as set forth below:

1. Section I is amended as follows:

(a) So that the first paragraph of subsection A shall read in its entirety as follows:

"A. MARKETING PROPERTIES. ARCO will sell and assign to BP those service stations, service station sites, offices and office buildings (except leases of office space at 1700 Broadway, New York City, New York and 600 Fifth Avenue, New York City, New York), bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were owned by or leased to SINCLAIR on the effective date of the merger of ARCO and SINCLAIR and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida and the District of Columbia (hereinafter collectively called the East Coast Marketing Area), including, without limitation, all right, title and interest in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances

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belonging to or appertaining to such properties and buildings, structures and improvements located on such properties and necessary or incidental to the activities conducted thereon, and all equipment, fixtures, furniture and other personal property (except as provided in Section IV) relating to or located on such properties at the Closing and necessary or incident to the activities conducted thereon, but excepting assets owned or leased by a certain joint venture of SINCLAIR and KOPPERS CO., INC. (SINCLAIR-KOPPERS COMPANY) or by SINCLAIR-KOPPERS CHEMICAL COMPANY, a Delaware corporation, owned by the joint venture, and any assets owned or leased by SINCLAIR and used exclusively for petrochemicals produced at any plant not included in the Assets. A partial schedule of the properties described above is contained in Exhibit B annexed hereto and made a part hereof."

(b) By deleting the third paragraph of subsection A in its entirety.

(c) By substituting "$400,000,000" for "$300,000,000" in the third paragraph of subsection C.

(d) By deleting the words "subsidiaries and affiliates" from the first paragraph of subsection D.

(e) By substituting the word "corporations" for the word "subsidiaries" in the first sentence of the second paragraph of subsection D.

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2. Subsection A of Section III is amended to read in its entirety as follows:

"A. CRUDE SUPPLY. ARCO will execute a crude supply contract for the SINCLAIR Refinery for 90,000 barrels per day for a term expiring December 31, 1969, at a price to be agreed for domestic crude oil and for foreign crude oil at prices set forth in a certain letter agreement dated December 18, 1968. ARCO will execute a crude oil supply contract for the ARCO ATRECO Refinery for a price equal to the Southwest posted price plus the applicable transportation charges to the point of delivery for a period of ten years after Closing; provided, however, BP may, at its option, cancel such contract as of any time on or after January 1, 1972 on not less than twelve months' notice. The volume of crude supply to be furnished under such agreement is expected to be approximately 80,000 barrels per day. If either party incurs undue hardship under such contract the parties will consult each other with a veiw to ameliorating such hardship."

3. Subparagraph 7 of Subsection A and Subsection E of Section IV are amended by substituting "$400,000,000" for "$300,000,000".

4. Section XII is amended as follows:

(a) By substituting "$400,000,000" for "$300,000,000" in the first sentence of the introductory paragraph and in the first sentence of subsection A.

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(b) So that subsection D shall read in its entirety as follows:

"D. If the number of operating service stations sold to BP at Closing as to which ARCO holds title in fee or owns the service station improvements is less than 814, the purchase price shall be reduced by an amount equal to $100,000 multiplied by the excess of 814 over the number of such stations so sold. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leases having a minimum initial term of 10 years is less than 2037, the purchase price shall be reduced by an amount equal to $50,000 multiplied by the excess of 2037 over the number of such stations so assigned. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leases having an initial term of one year is less than 1550, the purchase price shall be reduced by an amount equal to $10,000 multiplied by the excess of 1550 over the number of service stations so assigned. For purposes of this paragraph, operating service stations shall include stations the operations of which are temporarily suspended."

(c) So that subsection E shall read in its entirety as follows:

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"E. If the aggregate of the branded retail dealer and branded distributor sales of gasoline in the East Coast Marketing Area (except the states of Virginia, North Carolina, South Carolina, Georgia and Florida) by SINCLAIR for 1968 is less than 744,000,000 gallons, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved.

If the aggregate gallonage of the branded retail dealer and branded distributor sales of gasoline in the states of Virginia, North Carolina, South Carolina, Georgia and Florida by SINCLAIR for the period January through March 1969 is less than such aggregate for the period January through March 1968, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved."

5. Subsection B of Section XVI is amended by substituting the word "corporations" for the word "subsidiaries".

6. Section XVIII is amended as follows:

(a) So that subsection A shall read in its entirety as follows:

"A. Processing Agreements. For a maximum of one year after Closing, ARCO shall process up to 20,000 barrels per day of crude oil for BP at the SINCLAIR Refinery at Houston, Texas. The fees to be charged by ARCO to BP shall be an amount calculated by dividing the total operating costs of such refinery,

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including depreciation and an appropriate factor to be agreed to reflect escalation in labor costs, by the total number of barrels run at such refinery and multiplying the resulting quotient by the number of barrels processed for BP. The parties shall determine from time to time the specific amounts of the products to be refined. ARCO will satisfy BP's quality requirements for regular gasoline, premium gasoline and furnace oil. At BP's request, ARCO shall assist BP in the acquisition and delivery of such crude oil to the refinery."

(b) By deleting the first paragraph of subsection C in its entirety.

7. The term "East Coast Marketing Area" shall be substituted for the term "Northeast Marketing Area" wherever it appears in the Agreement (including the Exhibits thereto).

8. Certain of the Exhibits to the Agreement are amended as indicated in the attachments hereto which bear the corresponding designations.

9. Subsection G of Section III is amended to read in its entirety as follows:

"G. In the event that ARCO, APL or SPL is unable to transfer any pipeline transportation facilities (including stock of pipeline companies) to BP as contemplated hereby, ARCO shall arrange to provide BP with other transporation facilities or services in lieu thereof and shall reimburse BP for any extra costs to BP resulting therefrom and shall make an equitable adjustment for loss of anticipated profits (including dividends), if any.

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II. General

1. Except as hereby amended the Agreement shall remain in full force and effect as originally written.

2. Anything herein or in the Agreement to the contrary notwithstanding, the sale of the Assets (as defined in the Agreement) pursuant to the Agreement as hereby amended shall be effective simultaneously with the merger of ARCO and SINCLAIR pursuant to the plan of merger dated November 26, 1968 becomes effective.

IN WITNESS WHEREOF, ARCO and BP have caused this agreement to be signed by duly authorized officers this day, year and month first written.

BP OIL CORPORATION

By _____

_____

ATLANTIC RICHFIELD COMPANY

By _____
President

Approved:

SINCLAIR OIL CORPORATION

By _____

_____

ATR000000389

BP File - [illegible]

THIS SECOND SUPPLEMENTAL AGREEMENT TO AGREEMENT FOR SALE OF ASSETS BY ATLANTIC RICHFIELD COMPANY TO BP OIL CORPORATION made this 3rd day of March, 1969 by and between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and BP OIL CORPORATION ("BP"), a Delaware corporation formerly known as BP Exploration U.S.A., Inc.

W I T N E S S E T H:

WHEREAS, ARCO and BP entered into a certain Agreement for Sale of Assets dated December 18, 1968, and a Supplemental Agreement dated February 20, 1969 (such Agreement as supplemented by such Supplemental Agreement being hereinafter called the "Agreement") and

WHEREAS, ARCO and BP desire to amend the Agreement in certain respects as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

I. Amendments to the Agreement

The Agreement is hereby amended as set forth below:

1. Section I is amended as follows:

(a) So that the introductory paragraph shall read in its

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entirety as follows:

> Subject to the terms and conditions herein set forth, ARCO agrees to sell and BP agrees to purchase the rights and properties hereinafter described (other than the Pipeline Assets, as hereinafter defined) on the day the merger of ARCO and SINCLAIR becomes effective, such date of sale being hereinafter called the "Closing," and ARCO, as agent for APL and SPL, agrees to sell and BP agrees to cause one of its subsidiaries to purchase the rights and properties hereinafter described in paragraph 1 of subsection C of this Section I (the "Pipeline Assets") as soon as such subsidiary shall have qualified, and received all approvals necessary, to own and operate the Pipeline Assets (the date of such sale being hereinafter referred to as the "Pipeline Closing"). All such rights and properties, including the Pipeline Assets, are hereinafter collectively called the "Assets."

(b) So that the last paragraph shall read in its entirety as follows:

> ARCO shall furnish to BP all such information as BP may request concerning the formulations for lubricating oil (including synthetic lubricants for aviation purposes) which are (i) currently sold in the East Coast Marketing Area by SINCLAIR, (ii) produced at the SINCLAIR Refinery or (iii) produced at the ARCO ATRECO Refinery for sale to bulk consumers described in the first sentence of Section VIII A. In the event ARCO is injured by the disclosure to or use by BP of such formulations in selling to the bulk consumers supplied by ARCO ATRECO Refinery, upon not less than six months prior notice, ARCO shall have the right to require discontinuance of such use. ARCO shall however discuss such action with BP prior to giving said notice. BP agrees to give a covenant of confidentiality in connection with such formulations.

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2. Subsections B, C, D and E of Section II are amended to read in their entirety as follows:

B. ARCO shall grant to BP or its nominees a royalty-free license which shall be exclusive, except as to ARCO, to use in the East Coast Marketing Area for a period of five years all trademarks (which term shall include service marks and trade names), whether or not registered, owned by SINCLAIR at the Closing in connection with products and services of kinds produced or marketed by or at the Assets. Such SINCLAIR trademarks and trade names registered or applied for in the United States Patent Office are described on Exhibit G attached hereto and made a part hereof. Such license shall provide that ARCO may inspect the products being marketed by BP under the SINCLAIR trademarks and trade names, which products shall be of a nature and quality at least equal to those heretofore marketed by SINCLAIR, to assure quality control to the extent necessary to defend ARCO's interest therein.

C. As soon after the Closing as is reasonably feasible and practical, BP shall discontinue the use of the trademarks and trade names of ARCO.

D. ARCO hereby authorizes BP or its nominees to use in the East Coast Marketing Area, all SINCLAIR proprietary rights to copyrights, labels and other advertising and marketing indicia, in connection with the products and services of kinds produced or marketed by or at the Assets such use to terminate upon termination of BP's license to use the SINCLAIR trademarks and trade names as prescribed in subsection B of this Section.

E. ARCO represents and warrants that it does not know or have reasonable grounds to know of any infringement by any product, mark, process or operation acquired by or licensed to BP pursuant to this Agreement of any valid patent, copyright, trademark, trade name or other proprietary right of any third party and that there is no pending or threatened litigation against ARCO or SINCLAIR involving any claim of such infringement.

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3. Section IV is amended to read in its entirety as follows:

IV. INVENTORIES

A. ARCO shall sell to BP all ARCO's interest in and to inventories of petroleum products, TBA, and other merchandise of the types now being sold by SINCLAIR in the ordinary course of its business and, as of Closing, located in the Assets in the East Coast Marketing Area and in all inventories of crude oil, petrochemical products, tetraethyl lead and other liquids, either produced by or used as feed stock for the refineries, liquids used for blending or as additives, petroleum products and intermediates used by and located in refinery tankage at the refineries to be sold to BP hereunder or used by and located at leased or other facilities being used by ARCO for storage of such inventories for use at such refineries.

The amount to be paid by BP for such inventories shall be calculated by multiplying (a) the amounts of such inventories, determined as of the first day of the month following the month in which Closing takes place (or on the day of Closing if the Closing takes place on the first day of a month), the date on which such determination is made being hereinafter called the "Valuation Date," by (b) the value of such inventories. The value of the inventories shall be determined as follows:

1. Inventories of petroleum products (including inventories located at refineries and such other facilities) (but excluding petrochemicals and such lubricating oils as are referred to in item 8 of this subsection A) will be valued at the Gulf Coast cargo prices posted on the Valuation Date in Platts' Oilgram plus applicable transportation charges from the Gulf to point of delivery to BP and less 1/4¢ per gallon, except as hereinafter provided.

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2. Inventories of residual fuel oil at the ARCO ATRECO Refinery shall be valued at $1.40 per barrel and inventories of residual fue oil at the SINCLAIR Refinery shall be valued at the contract price for supply from such Refinery, excluding any transportation charges on the Valuation Date.

3. Crude oil at the ARCO ATRECO Refinery and such other facilities shall be valued at the Southwest posted price on the Valuation Date plus applicable transportation charges to the point of delivery to BP.

4. Domestic crude oil at the SINCLAIR Refinery and its associated facilities will be valued at a price to be agreed to by the parties on a grade-by-grade basis. Foreign crude oil at the SINCLAIR Refinery shall be valued at prices set forth in a certain letter agreement dated December 18, 1968.

5. Inventories of TBA shall be valued at ARCO's buying price.

6. Inventories of petrochemicals, chemical additives and tetraethyl lead shall be valued at current replacement cost on the Valuation Date.

7. Inventory in pipelines shall be valued at zero, the actual value of such inventory being included in the $400,000,000 purchase price prescribed in Section XII.

8. Inventories of lubricating oils in packages located at bulk plants and terminal facilities shall be valued at wholesale distributor prices in effect on the Valuation Date as posted at or applicable to each such plant and terminal. Inventories of lubricating oils in bulk located at the SINCLAIR Refinery shall be valued at ARCO's prices in effect on the Valuation Date for similar bulk quantities of similar lubricating oils to bulk consumers.

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9. All other petroleum inventory (including refinery feedstocks) shall be valued on the Valuation Date related to the value of the finished products, less ARCO's processing cost, and less 1/4¢ per gallon.

10. Inventories of supplies and materials located at the SINCLAIR Refinery and at the ARCO ATRECO Refinery which are not held for any specific unit thereat shall be valued at current replacement cost on the Valuation Date.

11. "Point of delivery," as used in this subsection A, shall mean the place where inventories are located on the Valuation Date.

B. GENERAL. The amount to be paid by BP for the inventories shall be added to the total purchase price prescribed in Section XII and shall be paid in cash with interest at the rate of 7% per annum from the Valuation Date. Principal and interest shall be payable six months after the Valuation Date.

C. ARCO shall sell to BP all of ARCO's interest as of Closing in and to:

1. Crude oil owned by ARCO and in the possession of APL for delivery at the ARCO ATRECO Refinery.

2. Petroleum products owned by ARCO and in the possession of Laurel Pipeline Company, Colonial Pipeline Company, and SPL for delivery and use in the Assets in the East Coast Marketing Area.

D. The value of the inventories described in subsection C above is included in the $400,000,000 purchase price described in Section XII.

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4. The first four paragraphs of Section VII are amended to read as follows:

> BP shall purchase from ARCO accounts receivable on ARCO's books as of the Valuation Date of bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the SINCLAIR Refinery and the ARCO ATRECO Refinery, regardless of billing address, and the accounts receivable on ARCO's books as of the Valuation Date of all the customers for petrochemicals produced in the Assets being purchased by BP, regardless of billing address, and all other trade accounts receivable on ARCO's books as of the Valuation Date and arising out of SINCLAIR's petroleum business in the East Coast Marketing Area, having billing addresses in the East Coast Marketing Area. The accounts transferred to BP shall include but shall not be limited to the following types of accounts with billing addresses in the East Coast Marketing Area: retail credit card accounts, retail home heat and burner service accounts, commercial consumer gasoline accounts, service station dealer accounts and wholesale accounts of petroleum and TBA resellers. Such accounts receivable shall not include accounts receivable on ARCO's books as of the Valuation Date of bulk consumers, having billing addresses in the East Coast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery, or accounts receivable on ARCO's books as of the Valuation Date of customers, having billing addresses in the East Coast Marketing Area, of petrochemicals produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery.
>
> BP shall pay ARCO for such accounts receivable an amount equal to the net balance of such accounts as of the Valuation Date after deducting a reserve for bad debts. Such reserve shall be determined in accordance with generally accepted accounting principles. The amount to be paid for the accounts receivable shall be added to the total purchase price prescribed in Section XII and shall

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be paid in cash, with interest at the rate of 7% per annum from the Valuation Date. Principal and interest shall be payable six months after the Valuation Date.

All payments received by ARCO subsequent to the Valuation Date on accounts receivable purchased shall be for the account of BP. Not less frequently than once a month after the Valuation Date, ARCO shall pay over to BP such payments received and shall report to BP the balances in such accounts as reflected on ARCO's books.

For purposes of identifying and valuing the accounts receivable described in the first paragraph of this Section, the Valuation Date shall be deemed to mean the close of each cycle of ARCO's cycle billing commencing on the Valuation Date.

5. Section XI is amended by adding thereto a sentence which shall read as follows:

If any substantial amount of inventory purchased by BP hereunder is lost by casualty prior to the Valuation Date, BP shall nevertheless pay ARCO therefor as provided in Section IV, the amount to be paid to be determined on the basis of ARCO's inventory records.

6. Section XII is amended as follows:

(a) By substituting the words "Valuation Date" for the word "Closing" in the sixth sentence of subsection A in the two places where it appears. This change shall not affect the term "Pipeline Closing".

(b) So that the second paragraph of subsection E shall read in its entirety as follows:

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If the aggregate gallonage of the branded retail dealer and branded distributor sales of gasoline in the states of Virginia, North Carolina, South Carolina, Georgia and Florida by SINCLAIR for the period December, 1968 through February, 1969 is less than such aggregate for the period December, 1967 through February, 1968, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved.

7. Exhibit A to the Agreement (the Management Contract) is amended by adding thereto a new Section XIII which shall read in its entirety as follows:

XIII. Notwithstanding anything to the contrary contained in this agreement, BP and ARCO agree that if this agreement is signed on a date other than the first day of a month, then during the period (hereinafter called the "initial period") from the date of signature through the last day of the same month all advances and disbursements that are reasonably necessary to operate the Assets shall be made by ARCO without recourse to BP, and all cash received by ARCO during the initial period from the operation of the Assets shall be retained by ARCO without any obligation to account to BP therefor.

8. Exhibit B-C to the Agreement (the Description of Sinclair District Office Buildings) is amended by adding thereto a new Section C. 2. which shall read in its entirety as set forth in Exhibit B-C hereto.

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9. Exh. J to the Agreement (the Credit A[illegible]ment) is amended as follows:

(a) By amending subparagraph (1) of Section 1.01 to read in its entirety as follows:

(1) North Slope Properties:

The term "North Slope Properties" shall mean the interests in underground reserves of oil in the property identified by the schedule of leases attached as exhibit "B" hereto which are owned by (i) BP, (ii) any Subsidiary of BP or (iii) any corporation (other than a Subsidiary of BP) which controls, is controlled by, or is under common control with, BP and which agrees with ARCO that it will join as a party to this Credit Agreement and guarantee the notes issued or to be issued hereunder. However a corporation referred to in (iii) may unilaterally terminate its guarantee and withdraw as a party to this Credit Agreement so long as (a) there is in existence no event of default which is continuing beyond the applicable grace period and (b) such termination and withdrawal does not cause an event of default.

(b) By amending the first two sentences of subparagraph (11) of Section 1.01 to read as follows:

The term "North Slope Reserve Appraisal" shall mean the appraised value from time to time of the North Slope Properties plus the appraised value from time to time of any significant new oil discoveries by BP in the U. S. A. or Canada occurring after date hereof. Such appraisals shall be agreed to by both parties but in the event of disagreement DeGolyer and MacNaughton shall provide an appraisal binding upon both parties. As of the date of this Agreement the North Slope Reserve Appraisal is agreed to be one billion dollars ($1,000,000,000).

(c) By amending Section 2.01 to read in its entirety as follows:

Section 2.01. Date of Notes. The Notes shall be dated April 1, 1969 and in the case of Notes evidencing deferred interest, on the interest due date.

(d) By amending Section 2.02 to read in its entirety as follows:

Section 2.02. Payments of Principal and Interest. Principal and interest on the Notes shall be payable as provided in Section XII of the Agreement for the Sale of Assets by Atlantic Richfield Company to BP dated December 18, 1968, as supplemented. The Notes shall be in the form of Exhibit A.

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II. General

Except as hereby amended the Agreement shall remain in full force and effect as heretofore supplemented.

IN WITNESS WHEREOF, ARCO and BP have caused this agreement to be signed by duly authorized officers this day, year and month first written.

BP OIL CORPORATION

By_____

_____

ATLANTIC RICHFIELD COMPANY

By_____

APPROVED:

SINCLAIR OIL CORPORATION

By_____

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C. 2. Description of Office Space located at 7 Executive Park Drive, Atlanta NE, Georgia 30329 (at Interstate 85 & N. Druid Hills Rd.)

The property consists of a five story glass and cement office building located on 6.364 acres, approximately 6 miles northeast of Atlanta's business district, in DeKalb County. The building contains about 106,000 square feet on the first through fifth floors plus 20,000 square feet in the basement.

The premises are occupied under a lease dated May 12, 1965. The term of said lease is for 20 years beginning February 1, 1967 at a rental of $3.359 per square foot on the first to fifth floors inclusive, and at a lesser rent for the basement space. Parking for 400 cars is included in the lease. Rentals are subject to escalation depending upon changes in operating expenses.

The building is occupied entirely by Sinclair Oil Corporation.

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ATLANTIC RICHFIELD COMPANY

Certificate of the President
Pursuant to Section XIX-B of
the Agreement for Sale of Assets

I, T. F. BRADSHAW, President of Atlantic Richfield Company, a Pennsylvania corporation (the "Company"), hereby certify as follows:

1. The representations and warranties of the Company contained in the Agreement for Sale of Assets dated December 18, 1968 as supplemented by the agreements dated February 20, 1969 and March 31, 1969 (the "Agreement") between the Company and BP Oil Corporation (formerly known as BP Exploration, U.S.A. Inc.) are true as of the date hereof and the Company has performed all its obligations required by the Agreement to be performed prior to the date hereof.

2. The merger of the Company and Sinclair Oil Corporation, a New York corporation, pursuant to the plan of merger dated November 26, 1968 has become effective.

3. There is no litigation pending or, to the knowledge of the Company, threatened against the Company which if adversely determined would cause the consummation of the sale of the assets contemplated by the Agreement to involve a violation of law or of a court order.

WITNESS my hand this 4th day of March, 1969.

T. F. Bradshaw

ATR000000404

Supply and Transportation

March 4, 1969

BP Oil Corporation
245 Park Avenue
New York, New York

Re: Ship Charter

Gentlemen:

This will document our recent agreement concerning the implementation of paragraph III - D-2 of the Agreement for Sale of Assets between us dated December 18, 1968 as supplemented by agreements dated February 20, 1969 and March 3, 1969.

During the period from April 1, 1969 through December 31, 1969, we agree to furnish to you, upon one (1) month prior request, the necessary ships required by you to transport your products to and from the Gulf Coast and Eastern United States ports. You will pay us:

For "clean" vessels	105.3% ATRS	for the voyage performed.
For "dirty" vessels	102.1% ATRS	for the voyage performed.

This agreement is conditioned, however, upon your agreement that during said period you will not charter or use vessels of another ship owner for the transportation of any of your domestic tonnage with the exception of any vessel or vessels which we may have sold to a third party designated by you under the option extended to you in the agreement first mentioned above.

We will notify you at a later time the person in our organization to contact to make arrangements for your requirements.

Very truly yours,

ATLANTIC RICHFIELD COMPANY,
Incorporated

By _____
Vice President

WE ACCEPT YOUR PROPOSAL.

BP OIL CORPORATION

By _____
Vice President

March 4, 1969

ATR000000406

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717 Fifth Avenue
New York, New York 10022
Telephone 212 753 2345

J. W. Gendron, Vice President
Supply and Transportation

March 4, 1969

BP Oil Corporation
245 Park Avenue
New York, New York

Gentlemen:

This letter is to implement our respective commitments and understanding of the meaning and intent of Section IX "Oil Import Quota" of the Agreement for the Sale of Assets between us dated December 18, 1968 as supplemented by agreements dated February 20, 1969 and March 3, 1969.

We have mutually agreed that commencing April 1, 1969 until December 31, 1969, unless prevented by any governmental rule or regulation, this Company will make available to you import authorizations under Section 17, Regulation 1 of Oil Import Program (so called "tickets") in an amount of 11,362 barrels per day. This obligation is conditioned, however, upon your agreement to use your best efforts to obtain for your Company an allocation for the year 1969 to import crude oil and unfinished oils into Districts I - IV of the United States under the Oil Import Program.

If you are successful in getting your own allocation, our obligation thereafter shall be reduced by an amount equivalent to the amount of your own allocation.

Please sign and return to the undersigned a duplicate copy of this letter to indicate our mutual agreement.

Very truly yours,

ATLANTIC RICHFIELD COMPANY,
Incorporated

By J. W. Gendron
Vice President

AGREED TO:

BP OIL CORPORATION

By _____
Vice President Asst. Treasurer

March 4, 1969

ATR000000409

THIS AGREEMENT, made this 17th day of March, 1969, by and between BP OIL CORPORATION, formerly BP Exploration U.S.A., Inc., ("BP") a Delaware corporation, and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation ("ARCO").

WITNESSETH:

WHEREAS, BP has agreed to purchase certain property from ARCO pursuant to the agreement (the "Agreement") between ARCO and BP dated December 18, 1968, and supplemented by amendments dated February 20, 1969, and March 3, 1969.

WHEREAS, it will be necessary for BP to establish an organization to operate the property to be acquired by it pursuant to the Agreement (such property being referred to in the Agreement and herein as the "Assets"), as a separate and complete business entity, which BP intends to do as soon as possible; and

WHEREAS, ARCO is willing to assist BP in the operation of the Assets (other than the Pipeline Assets, as defined in the Agreement) until such time as BP has established an organization to operate the Assets, as herein provided, the parties hereby mutually agree as follows:

I. ARCO will use its best efforts to operate and maintain the Assets (other than the Pipeline Assets) as a viable and operating petroleum business and as a separate and complete business entity. The services of ARCO shall include, but not be limited to (1) providing personnel for the operation and maintenance of the Assets, (2) establishing and servicing all records and providing all administration services, including credit cards, reasonably necessary for the business,

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(3) providing sales and distribution personnel, and (4) all other services reasonably necessary to maintain the Assets as a going and viable business concern.

In any matter where BP gives specific instructions to ARCO, ARCO shall act in accordance therewith. In all other matters, ARCO shall act in accordance with its reasonable judgment, consistent with the intent and purpose of the Agreement. Anything herein or in the Agreement to the contrary notwithstanding, ARCO shall act only in accordance with specific instructions from BP in all matters involving management judgment relating to marketing activities, including pricing and credit terms to customers.

II. BP shall indemnify, defend and hold ARCO harmless against all claims, actions, demands, losses or liabilities arising out of or based on the performance by ARCO of its obligations hereunder, except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO or the failure by ARCO to comply with its obligations hereunder.

III. The parties agree that, subject to the limitations of ARCO's existing systems of accounting, machine record keeping and similar matters, ARCO shall provide BP with all relevant information concerning the conduct of the business and use its best efforts to meet any special requirements requested by BP. ARCO, subject to such limitations, shall provide such information at such times and in such detail as BP may reasonably request.

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IV. BP agrees that ARCO may commingle funds received on behalf of BP with its own funds and may make advances and other disbursements on BP's behalf that are reasonably necessary to operate the Assets. On or before the 15th day of each month, ARCO shall deliver to BP a statement of accounts hereunder as of the end of the preceding month, showing to the extent practicable receipts and disbursements by ARCO for the account of BP during the month, cash balances as of the end of the month, the amount due to ARCO pursuant to Section VIII hereof for such month and such other relevant financial information as ARCO and BP may from time to time agree, and BP shall promptly pay to ARCO, or ARCO shall promptly pay to BP, whatever amount is shown by such statement to be due from one to the other. BP shall have the right to examine the records of ARCO at such time and in such manner as it may reasonably request in order to verify the information in such statements.

V. All record keeping and accounting on behalf of BP shall be according to good accounting practices and as BP may from time to time direct.

VI. ARCO will arrange to place and maintain insurance on the Assets as and when directed by BP. In the absence of instructions from BP, ARCO shall place and maintain such insurance coverage as shall in the judgment of ARCO be suitable for properties of the character involved.

VII. ARCO shall be responsible for wages, salaries and other employee benefits of those employees on ARCO's payroll, who are assigned to do work or perform services as provided in this agreement for the benefit of BP.

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VIII. ARCO shall not be entitled to any fee for its services performed pursuant to this agreement, but BP shall reimburse ARCO for its actual cost of performing services for BP, including ARCO's indirect and direct costs. ARCO shall keep such records that are necessary for an allocation of costs between ARCO and BP and shall furnish such evidence as BP may reasonably require to substantiate its charges hereunder.

IX. ARCO shall have the right to execute on behalf of and for BP all contracts, deeds, leases and any other document, necessary or incidental to the operation of the Assets in the ordinary course of business. BP shall have the right to limit the exercise of ARCO's right to execute any such documents by written communication received by ARCO sufficiently in advance for ARCO to effectively notify its personnel.

X. ARCO shall have the right to employ, contract for or otherwise obtain contractors, agents or other personnel that may be necessary for the operation of the Assets.

XI. The term of this agreement shall be for one year with BP having the right to extend it on not less than one month's notice for a period of an additional six months if the termination of any services would in the judgment of BP cause undue hardship to BP. BP may at any time on not less than one month's notice to ARCO terminate any of the services of ARCO hereunder in order that BP may thereafter undertake such function for itself. Notwithstanding any such partial termination, this agreement shall remain in full force and effect with respect to all other services to be performed by ARCO hereunder.

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XII. Nothing herein shall supersede or limit any obligations undertaken by ARCO in the Agreement to provide services to or otherwise to assist BP in the operation of the Assets.

XIII. Notwithstanding anything to the contrary contained in this agreement, BP and ARCO agree that if this agreement is signed on a date other than the first day of a month, then during the period (hereinafter called the "initial period") from the date of signature through the last day of the same month all advances and disbursements that are reasonably necessary to operate the Assets shall be made by ARCO without recourse to BP, and all cash received by ARCO during the initial period from the operation of the Assets shall be retained by ARCO without any obligation to account to BP therefor.

IN WITNESS WHEREOF, ARCO and BP have caused this Agreement to be signed by its duly authorized officers this day, year and month first written.

ATLANTIC RICHFIELD COMPANY

By _____

BP OIL CORPORATION

By _____

ATR000000414

CREDIT AGREEMENT

CREDIT AGREEMENT, made this 5th day of March, 1969 between BP OIL CORPORATION, formerly BP Exploration U.S.A., Inc., a Delaware corporation (hereinafter called "BP"), and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation (hereinafter called "ARCO").

WITNESSETH:

WHEREAS, to assure the payment of the purchase price of certain assets that were this day purchased by BP from ARCO, BP has duly authorized the issuance of its 7% Notes ("Notes"), in the aggregate principal amount of $400,000,000.00, and such additional sum as represents deferred interest, and to provide the terms and conditions upon which the Notes are to be issued and delivered, BP has duly authorized the execution of this Credit Agreement;

WHEREAS, the Notes are to be in the form attached hereto as Exhibit "A":

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

Section 1. Definitions.

Section 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Credit Agreement and of any supplement hereto shall have the respective meaning specified in this Section 1.01.

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(1) North Slope Properties:

The term "North Slope Properties" shall mean the interests in underground reserves of oil in the property identified by the schedule of leases attached as exhibit "B" hereto which are owned by (i) BP, (ii) any Subsidiary of BP or (iii) any corporation (other than a Subsidiary of BP) which controls, is controlled by, or is under common control with, BP and which agrees with ARCO that it will join as a party to this Credit Agreement and guarantee the notes issued or to be issued hereunder. However a corporation referred to in (iii) may unilaterally terminate its guarantee and withdraw as a party to this Credit Agreement so long as (a) there is in existence no event of default which is continuing beyond the applicable grace period and (b) such termination and withdrawal does not cause an event of default.

(2) Commercial Quantities of Oil:

The term "Commercial Quantities of Oil" shall mean an amount of 375,000 barrels (42 U. S. gallons per barrel) produced and shipped by sea or pipeline from Alaska by BP from its North Slope Properties.

(3) Note or Notes:

The term "Note" or "Notes" shall mean any Note or Notes, as the case may be, duly executed and delivered under this Credit Agreement.

(4) Event of Default:

The term "Event of Default" shall mean any event specified in Section 4.01, continued for the period of time, if any, and after the giving of the notice, if any, therein designated.

(5) Subsidiary:

The term "Subsidiary" shall mean any corporation at least a majority of the outstanding securities of which having ordinary voting power, or the voting power happening upon an event, to elect a majority of the board of directors of such corporation is at the time owned or controlled directly or indirectly by BP or one or more Subsidiaries of BP.

(6) Tangible Assets Ratio:

The term "Tangible Assets Ratio" shall mean the number resulting from dividing the net tangible assets of BP by Funded Debt. Net tangible assets shall mean tangible assets less current liabilities (including revolving credits from commercial banks) of BP, all calculated in accordance with sound accounting practice. In arriving at net tangible assets appropriate reductions shall be made for reserves for depreciation, depletion, and other reserves and deferred credits as well as items such as "good will" and the like. There shall also be deducted any investments in or advances to subsidiaries or affiliates unless such subsidiaries or affiliates are bound by the terms of this agreement or unless such investments, advances or loans are to a subsidiary or affiliate engaged primarily in pipeline or other oil transportation activities. Also in arriving at net tangible assets there shall be included for purposes of this Tangible Assets Ratio the North Slope Reserve Appraisal.

(7) Subordinated Debt:

The term "Subordinated Debt" shall mean funded debt of BP which by its terms is subordinated to the Notes as to payment of principal and interest and which confers on the debt represented by the Notes a prior claim on the assets of BP in the Event of Default.

(8) Cash Flow:

The term "Cash Flow" shall mean net operating income of BP after provision for any income tax plus depreciation and depletion and any other non-cash items which are charged against net operating income.

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(9) Guaranteed Debt:

The term "Guaranteed Debt" shall mean debt of any party other than BP or its Subsidiaries, the payment of which has been guaranteed by BP.

(10) Funded Debt:

The term "Funded Debt" shall mean any obligation of BP for borrowed money (exclusive of Subordinated Debt) maturing by its terms more than one year from the date thereof, and shall include all such debt issued or assumed by BP as well as Guaranteed Debt. Revolving credits from commercial banks are excluded from the definition of Funded Debt.

(11) North Slope Reserve Appraisal:

The term "North Slope Reserve Appraisal" shall mean the appraised value from time to time of the North Slope Properties plus the appraised value from time to time of any significant new oil discoveries by BP in the U. S. A. or Canada occurring after date hereof. Such appraisals shall be agreed to by both parties but in the event of disagreement DeGolyer and MacNaughton shall provide an appraisal binding upon both parties. As of the date of this Agreement the North Slope Reserve Appraisal is agreed to be one billion dollars ($1,000,000,000).

Section 2. Terms.

Section 2.01. Date of Notes. The Notes shall be dated April 1, 1969 and in the case of Notes evidencing deferred interest, on the interest due date.

Section 2.02. Payments of Principal and Interest. Principal and interest on the Notes shall be payable as provided in Section XII of the Agreement for the Sale of Assets by Atlantic Richfield Company to BP dated December 18, 1968, as supplemented. The Notes shall be in the form of Exhibit A.

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Section 2.03. Prepayment. BP may prepay all or any of the Notes at any time, and from time to time upon payment of principal and accrued interest to the date of prepayment. Prepayments shall be applied to installments in the inverse order of their maturity.

Section 2.04. New York Clearing House Funds. Each payment of principal and interest shall be made in New York Clearing House Funds.

Section 2.05. Place of Payment. Payment of principal and interest on the Notes shall be made at the place prescribed in the form of Note attached hereto.

Section 3. Particular Covenants of BP

Section 3.01. Payment of principal and interest. Subject to Section 2.02 BP covenants and agrees that it will duly and punctually pay or cause to be paid the principal and interest on each of the Notes at the place, at the respective times and in the manner provided herein.

Section 3.02. Negative Covenants. While any of the Notes are outstanding, and except with the consent of ARCO, which consent shall not be unreasonably withheld, BP, or its subsidiaries will not:

(1) Distributions to Owners: Except for dividends from its subsidiaries to BP, pay any dividends (other than dividends in common stock of BP) nor purchase any stock of BP for value unless:

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(a) the initial required principal payment on all the Notes has been made, and there has not been any event of default remaining uncured, and

(b) cash flows in the preceding fiscal years exceed, cumulatively, total debt service requirements (mandatory principal amortization plus interest) in those years.

In the event that dividends or purchases of BP stock are permissible BP may pay dividends or purchase BP stock in any fiscal year to the extent that Cash Flows in the preceding fiscal years cumulatively exceeded the cumulative debt service requirements as calculated in 3.02 (1) (b) above, and provided BP does not estimate such payments or purchase of BP stock would result in the net Cash Flow, less such payments and purchases, being less than the debt service requirements in the fiscal year of payment or purchase.

(2) Retention of Assets: Sell or otherwise dispose of all or the major portion of the North Slope Properties if as a result thereof the Tangible Assets Ratio were to fall below two.

(3) Incurrence of Other Debt: Incur and draw down any Funded Debt in addition to the Funded Debt evidenced by the Notes unless, after giving credit thereto, the Tangible Assets Ratio shall be and shall remain a number no less than two.

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(4) Prepayment on Other Debt: Voluntarily prepay any Funded Debt other than the Funded Debt evidenced by the Notes, unless the prepayment is for purposes of a refunding operation.

Section 3.03. Other Covenants. During the period that any Notes are outstanding BP will deliver to Atlantic Richfield Company

(1) within one hundred and twenty (120) days after the end of each fiscal year of BP a copy certified by independent public accountants of the consolidated balance sheet of BP and its consolidated statements of profit and loss and surplus for such year and,

(2) within forty-five (45) days after the end of each of the first three quarters of each fiscal year similar accounting statements certified (subject to year end audits) by an accounting officer of the company, and,

(3) within ninety (90) days after the end of each fiscal year a certificate signed by an officer of BP to the effect that there has been no event of default under this credit agreement, during such fiscal year.

Section 3.04. Warranty of Ownership. BP warrants that except for the royalty interest of BP Exploration Company (Alaska) Inc. on the date of execution of this Credit Agreement it is the lessee of unencumbered underground reserves on the North Slope Properties.

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Section 4. General Provisions.

Section 4.01. Events of Default. Each of the following shall be deemed an Event of Default.

(a) Failure by BP to pay interest or principal on any Notes when due by their terms, provided such failure continues for 30 days.

(b) Failure by BP duly to observe or perform any obligations, covenants or agreements in the Notes or in this Credit Agreement for a period of 30 days after written notice of such failure, shall have been given by any Note Holder.

(c) If BP shall

(1) admit in writing its inability to pay its debts generally as they become due, or

(2) file a petition in bankruptcy or a petition to take advantage of any insolvency act, or

(3) make an assignment for the benefit of its creditors, or

(4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property; or

(5) fail to pay at maturity, or within any applicable period of grace, any obligation for borrowed monies or advances, unless BP shall in good faith contest the obligation, and any judgment entered as a result of such litigation shall be forthwith discharged, or stayed pending an appeal.

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(6) file a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America, or any State thereof relating to insolvency or inability to pay debts when they mature; or

(7) on a petition in bankruptcy filed against it, be adjudicated a bankrupt; or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of BP, a receiver or trustee of BP or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of BP under the Federal Bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof relating to insolvency or inability to pay debts when they mature, and such adjudication, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof.

Section 4.02. Acceleration of Notes. If an Event of Default shall have occurred and continue after the applicable grace period the holder of any Note may proceed to accelerate and declare forthwith due all principal and accrued interest represented by the Note or Notes held by him, without presentment, demand or protest, all of which are hereby waived.

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Section 4.03. Replacement Notes. Following the issuance of the Notes the bearer shall have the privilege of substituting any or all of them for Notes of different denominations from time to time and BP shall immediately effect each substitution when so requested.

Section 4.04. Remedies. The Note holder after an Event of Default, and the expiration of any applicable grace period, may proceed to protect and enforce its rights by an action at law or equity.

Section 4.05. Costs. If an Event of Default continues after the applicable grace period, BP shall pay all costs of collection including reasonable attorney fees and costs.

Section 4.06. Waiver. Neither failure nor delay on the part of any holder of any Note to exercise any rights, remedy or privilege provided herein shall operate as a waiver thereof or of the right or exercise of any further or subsequent right, remedy or privilege.

Section 4.07. Sale of Notes. The Notes may not be sold by ARCO before 1st, January, 1971 and thereafter only after giving BP fifteen (15) days written notice of the terms and conditions of the proposed sale. BP may purchase the notes at the price and on the terms contained in the notice of proposed sale, by accepting the offer within fifteen (15) days of mailing of said notice.

IN WITNESS WHEREOF, the parties have caused their names, to be signed and their seals affixed this day and year written.

ATLANTIC RICHFIELD COMPANY

By _____

BP OIL CORPORATION

_____

_____

ATR000000425

BP OIL CORPORATION
620 Fifth Avenue
New York, N.Y.

7% Promissory Notes

New York, N.Y.
$_____ _____19__

BP OIL CORPORATION ("BP"), a Delaware corporation, for value received, hereby promises to pay to _____ or order, on December 31, 1977, the principal amount of $_____, and to pay interest on the unpaid balance of such principal amount from date hereof, at the rate of 7% per annum, payable annually, until the principal shall become due and payable (whether at maturity, or by prepayment, or acceleration, or otherwise). Payments of principal and interest shall be made in lawful money of the United States of America, in New York Clearing House Funds, at the office of Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York, or such other office as _____ may from time to time designate.

This Note is one of BP's Notes issued pursuant to a certain Credit Agreement dated _____ between BP and _____. The Notes are subject to certain mandatory prepayment provisions, certain acceleration provisions, and certain voluntary prepayment provisions, all as provided in the Credit Agreement. The Notes are also subject to certain provisions which allow the deferral of interest payments, at the option of BP as provided in the Credit Agreement. The Notes are additionally subject to certain rights of purchase by BP in the event the Notes are offered for sale to any third party, as provided in the Credit Agreement, to which reference is made for a more particular description of the rights and obligations of BP.

This Note is made and delivered in New York, New York, and shall be governed by the laws of the State of New York.

BP OIL CORPORATION

By_____

This Exhibit A amends Exhibit I of the Agreement for Sale of Assets by Atlantic Richfield Company to BP Oil Corporation dated December 18, 1968, so that said Exhibit I shall read the same as this Exhibit A.

ATR000000426

EXHIBIT B

Prudhoe Bay Structure
Leases of British Petroleum

Block	Township	Range	Lease No.	No. of Acres
1	11N	15E	28320	2560
3	11N	16E	28338	2469
4	11N	16E	28339	2480
5	11N	16E	28340	2560
8	11N	16E	28342	2560
9	11N	16E	28343	2491
8	10N	16E	28348	2560
9	10N	16E	28349	2523
4	10N	15E	28330	2512
5	10N	15E	28331	2560
7	10N	15E	28333	2560
9	10N	15E	28335	2523
1	10N	14E	28311	2560
2	10N	14E	28312	2560
6	10N	14E	28315	2560
4	11N	14E	28305	2480
8	11N	14E	28309	2560
9	11N	14E	28310	2491
1	11N	13E	28280	2560
2	11N	13E	28281	2560
3	11N	13E	28282	2469
4	11N	13E	28283	2480
5	11N	13E	28284	2560
6	11N	13E	28285	2560
7	11N	13E	28286	2560
8	11N	13E	28287	2560
1	11N	12E	28260	2560
7	12N	13E	28277	2560
8	12N	13E	28278	2560
9	12N	13E	28279	2459
				76017

ATR000000427

DEED

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

This Deed made this 4th day of March 1969 from ATLANTIC RICHFIELD COMPANY (hereinafter called "ARCO"), a Pennsylvania corporation, to BP OIL CORPORATION (hereinafter called "BP"), a Delaware corporation.

WITNESSETH:

WHEREAS, by the terms of a certain Agreement for the Sale of Assets by ATLANTIC RICHFIELD COMPANY to BP EXPLORATION U.S.A., INC. (which has since changed its name to BP OIL CORPORATION), said Agreement being dated December 18, 1968, and as amended by agreement dated February 20, 1969 and as further amended by agreement dated March 3, 1969, (said Agreement as so amended being called the "Agreement") ARCO agreed to sell and BP agreed to buy certain property as more particularly set forth in said contract; and

WHEREAS, on March 3, 1969 (the "effective date") SINCLAIR OIL CORPORATION merged into ARCO which became the surviving corporation by operation of law and all assets of SINCLAIR OIL CORPORATION were thereby transferred to ARCO;

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NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, ARCO does hereby grant, bargain, sell and convey unto BP the real estate to wit:

(1) Those service stations, service station sites, offices and office buildings, bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which

were owned by SINCLAIR OIL CORPORATION on the effective date and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida and the District of Columbia, (hereinafter collectively called the East Coast Marketing Area), including, without limitation, all right, title and interest in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances belonging to or appertaining to such properties and all buildings, structures and improvements located on such properties, and necessary or incidental to the activities conducted thereon, but excepting any real estate owned by a certain joint venture of SINCLAIR and KOPPERS CO., INC. (SINCLAIR - KOPPERS COMPANY) or by SINCLAIR-KOPPERS CHEMICAL COMPANY, a Delaware corporation, owned by the joint venture, and any real estate owned by SINCLAIR and used exclusively for petrochemicals produced at any plant not included in the sale to BP under the Agreement.

(2) Two refineries, one in Marcus Hook, Delaware County and Chester County, Pennsylvania, (the SINCLAIR Refinery) and the other located adjacent to Port Arthur, Jefferson County, Texas (the ARCO ATRECO Refinery), including, without limitation, land, plant and office facilities, docks, marine terminal facilities, tankage and other structures and improvements located on the site of each refinery which are owned and being used in connection with its operation and maintenance, and all storage facilities not located on the site of either refinery but owned and used in connection with the operations of such refinery.

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ARCO shall prepare, execute, [illegible]owledge and deliver separate deeds in recordable form for each of the properties included in the foregoing description and, as BP may request, such other instruments of further assurance all in accordance with the Agreement.

ARCO warrants that BP shall have good and marketable title, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value or present use of the property conveyed hereby which is subject thereto or affected thereby, or otherwise materially impair present business operations.

IN WITNESS WHEREOF, ARCO has caused its name to be signed and the seal affixed and attested to by its proper corporate officers all being duly authorized to act this day, month and year first weritten.

ATLANTIC RICHFIELD COMPAN

SEAL

By _____
President

ATTEST:

_____
Assist Secretary

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared T.F. BRADSHAW, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the President of ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

_____
Notary Public in and for New York County, New York

MARGUERITE A. KENT
[illegible]

ATR000000431

DEED

STATE OF TEXAS |
|
COUNTY OF JEFFERSON |

KNOW ALL MEN BY THESE PRESENTS:

THAT the ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN DOLLARS ($10) and other valuable consideration paid by BP OIL CORPORATION, a Delaware corporation, the receipt of which is hereby acknowledged, has granted, sold and conveyed and does hereby grant, sell and convey unto the said BP OIL CORPORATION (hereinafter called "GRANTEE"),

ALL THOSE TWO CERTAIN parcels of land and premises with the improvements, buildings, oil refinery plant facilities, petroleum and petroleum products storage tanks and other related facilities thereon, SITUATE in Jefferson County, Texas, and more particularly described as follows:

PARCEL NO. 1. BEGINNING at the point of intersection of the Northwesterly (sometimes called the North) boundary line of Block 5, Range A, Port Arthur Land Company Survey, Jefferson County, Texas, and the Northeasterly line of the 120-feet-wide right of way of the State farm to market Road No. 366 (sometimes called the Pure Atlantic Road); extending THENCE (1) with the said Northeasterly line of the said Road South 48 degrees 47 minutes 00 seconds West 1,150.00 feet to a point at line of lands of the Atlantic Pipe Line Company; THENCE (2) with the said Atlantic Pipe Line Company lands North 41 degrees 13 minutes 00 seconds East 120.00 feet to the Southwesterly line of the 50-feet-wide right of way of the Texarkana and Fort Smith Railway Company (now part of The Kansas City Southern Railway Company system); THENCE (3) with the said Railway right of way line North 48 degrees 47 minutes 00 seconds West 1,150.00 feet to the said Northwesterly boundary line of the said Block 5; and THENCE (4) with the said boundary line of the said Block 5 South 41 degrees 13 minutes 00 seconds West 120.00 feet to the point and place of beginning.

PARCEL NO. 2. BEGINNING at the point of intersection of the said Northwesterly boundary line of Block 5, Range A, Port Arthur Land

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Company Survey and the Northeasterly line of the 50-foot-wide right of way of the said Texarkana and Fort Smith Railway Company; extending THENCE (1) with the said Northeasterly line of the said Railway right of way South 48 degrees 47 minutes 00 seconds East 1,150.00 feet to a point at line of a parcel of land of the Atlantic Pipe Line Company; THENCE with land of the Atlantic Pipe Line Company the next 6 courses and distances numbered 2 to 7 inclusive--(2) North 41 degrees 13 minutes 00 seconds East 330.00 feet; (3) South 48 degrees 47 minutes 00 seconds East 485.00 feet; (4) North 41 degrees 13 minutes 00 seconds East 2,567.50 feet; (5) South 61 degrees 17 minutes 00 seconds East 533.80 feet; (6) South 41 degrees 13 minutes 00 seconds West 433.44 feet; (7) South 48 degrees 47 minutes 00 seconds West 2,951.41 feet to a point at the Northeasternmost corner of the parcel of land of the Atlantic Pipe Line Company which corner is at the distance of 140.00 feet measured North 17 degrees 05 minutes 00 seconds East of the Northwesterly line of State Highway No. 87; THENCE (8) North 17 degrees 05 minutes 00 seconds East 1,570.70 feet to a point at the Southeasterly corner of another parcel of land of the Atlantic Pipe Line Company; THENCE with the line of the last mentioned land of the Atlantic Pipe Line Company the next 10 courses and distances numbered 9 to 18 inclusive--(9) North 48 degrees 47 minutes 00 seconds West 2,169.00 feet; (10) South 41 degrees 13 minutes 00 seconds West 50.00 feet; (11) North 61 degrees 17 minutes 00 seconds West 1,145.32 feet; (12) South 41 degrees 13 minutes 00 seconds West 101.60 feet; (13) North 61 degrees 36 minutes 00 seconds West 239.44 feet; (14) North 28 degrees 24 minutes 00 seconds East 139.37 feet; (15) South 61 degrees 36 minutes 00 seconds East 67.98 feet; (16) North 17 degrees 33 minutes 00 seconds East 233.13 feet; (17) North 61 degrees 36 minutes 00 seconds West 36.80 feet; (18) North 17 degrees 33 minutes 00 seconds East 5,951.20 feet to the Neches River; THENCE upstream with the said Neches River the next 3 courses and distances numbered 19, 20 and 21 respectively--(19) North 79 degrees 13 minutes 00 seconds West 69.10 feet; (20) North 78 degrees 12 minutes 00 seconds West 525.00 feet; (21) North 76 degrees 57 minutes 00 seconds West 573.40 feet to a point at the Northwesternmost corner of land conveyed by Atlantic Pipe Line Company to The Atlantic Refining Company by Deed dated December 30, 1936,

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recorded in Jefferson County Deed Records in Volume 433, page 416; THENCE (22) with the Westernmost line of land so conveyed to The Atlantic Refining Company South 17 degrees 33 minutes 00 seconds West 5,246.06 feet to a point in line of land conveyed by Port Arthur Country Club to The Atlantic Refining Company by Deed dated June 23, 1954, recorded in said Deed Records in Volume 939, page 349; THENCE with the line of said land so conveyed by Port Arthur Country Club the next 12 courses and distances numbered 23 to 34 inclusive--(23) North 59 degrees 44 minutes 00 seconds West 239.40 feet to a concrete marker with brass disk marked A.R.Co. 1; (24) North 43 degrees 34 minutes 30 seconds West 321.80 feet to a concrete marker with brass disk marked A.R.Co. 2; (25) North 32 degrees 59 minutes 30 seconds West 312.70 feet to a concrete marker marked 3; (26) North 41 degrees 58 minutes 00 seconds West 120.20 feet to marker No. 4; (27) North 73 degrees 51 minutes 00 seconds West 288.40 feet to concrete marker No. 5; (28) South 84 degrees 04 minutes 00 seconds West 186.70 feet to concrete marker No. 6; (29) South 15 degrees 00 minutes 00 seconds West 184.00 feet to concrete marker No. 7; (30) South 04 degrees 51 minutes 00 seconds West 162.00 feet to concrete marker No. 8; (31) South 13 degrees 44 minutes 00 seconds West 216.00 feet to concrete marker No. 9; (32) South 38 degrees 03 minutes 00 seconds West 376.80 feet to concrete marker No. 10; (33) South 59 degrees 27 minutes 00 seconds West 304.10 feet to concrete marker No. 11; (34) South 78 degrees 21 minutes 00 seconds West 120.20 feet to a concrete monument set at the Northeasternmost corner of land (a portion of the former Port Arthur Country Club tract) conveyed by The Atlantic Refining Company to Petro Gas Producing Company by Deed dated July 13, 1959, recorded in said Deed Records in Volume , page ; THENCE (35) with the Easternmost line of land so conveyed to Petro Gas Producing Company South 41 degrees 11 minutes 30 seconds West 1,254.60 feet to a concrete monument set in the Northeast line of Grandview Avenue; THENCE (36) South 41 degrees 11 minutes 30 seconds West 30.00 feet to an iron rod set in the center line of Grandview Avenue; THENCE (37) with the center line of Grandview Avenue South 48 degrees 48 minutes 30 seconds East 1,719.60 feet to an iron rod in the common boundary line between Blocks 5 and 6, Range A of the said Port

ATR000000437

thur Land Company Survey; and THENCE) with the common boundary line between the said Blocks 5 and 6 South 41 degrees 13 minutes 00 seconds West 1,205.40 feet to the place of beginning.

EXCEPTING therefrom that portion thereof containing 1.003 acres of land more or less conveyed to the State of Texas for the widening and improvement of State Highway No. 87 by Deed from Atlantic Richfield Company dated January 7, 1969, recorded in said Deed Records in Volume , page .

BEING lands and premises remaining to the Atlantic Richfield Company (formerly The Atlantic Refining Company) out of and from lands and premises conveyed in the following several Deeds, to wit:

1. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated December 30, 1936, recorded in the said Deed Records in Volume 433, page 418;

2. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated May 28, 1937, recorded in the said Deed Records in Volume 437, page 413;

3. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 31, 1937, recorded in the said Deed Records in Volume 437, page 414;

4. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1937, recorded in the said Deed Records in Volume 457, page 236;

5. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated February 1, 1939, recorded in the said Deed Records in Volume 464, page 59;

6. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 2, 1941, recorded in the said Deed Records in Volume 497, page 586;

7. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated April 16, 1942, recorded in the said Deed Records in Volume 512, page 228;

8. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated January 12, 1943, recorded in the said Deed Records in Volume 524, page 483;

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Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1950, recorded in the said Deed Records in Volume 817, page 296; and

10. Deed from Port Arthur Country Club to The Atlantic Refining Company dated June 23, 1954, recorded in the said Deed Records in Volume 939, page 349.

The name of The Atlantic Refining Company, by lawful action of its Board of Directors on May 3, 1966, was changed to Atlantic Richfield Company.

TOGETHER WITH the right to extend to any bulkhead and pierhead lines that have been or may be hereafter established and together with all and every the riparian rights in the Neches River; and also

TOGETHER WITH and including without limitation all plant and office facilities, tankage, piping and other structures and improvements located on the said land and premises used in connection with the operation and maintenance of the oil refinery plant facilities located thereon; and also

TOGETHER WITH and including without limitation all right, title and interest of GRANTOR

(a) in and to any and all strips and gores of land, if any, adjoining the said lands and premises;

(b) in, to and under the roads, highways and railroad rights of way adjoining the said lands and premises; and

(c) in and to all hereditaments, privileges, easements, rights of way or use, servitudes, licenses and appurtenances belonging to or appertaining to said lands and premises and necessary or incidental to the activities conducted thereon.

ATR000000439

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UNDER AND SUBJECT, nevertheless to the following several agreements, to wit:

1. Easement from The Atlantic Refining Company to Jefferson County Drainage District No. 7 dated May 16, 1951, recorded in the said Deed Records in Volume , page ;

2. Easement (License Agreement) from The Atlantic Refining Company to Jefferson County Water Control and Improvement District No. 1 dated November 30, 1948, recorded in the said Deed Records in Volume 720, page 609;

3. Easement from The Atlantic Refining Company to United Gas Pipe Line Company dated November 18, 1941, recorded in the said Deed Records in Volume , page ;

4. Utility Easement from The Atlantic Refining Company to City of Port Arthur dated March 29, 1960, recorded in the said Deed Records in Volume , page ;

5. Easement from The Atlantic Refining Company to Houston Pipe Line Company dated November 3, 1960, recorded in the said Deed Records in Volume , page ;

6. Easement from The Atlantic Refining Company to Defense Plant Corporation dated September 30, 1943, recorded in the said Deed Records in Volume , page ; and

7. Easement from The Atlantic Refining Company to Gulf States Utilities Company dated January 20, 1960, recorded in the said Deed Records in Volume , page .

TO HAVE AND TO HOLD the said [illegible] and premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, EXCEPTING, however, and UNDER AND SUBJECT, nevertheless, as aforesaid, and GRANTOR hereby binds itself, its successors and assigns to warrant and forever defend all and singular the premises EXCEPTING AND SUBJECT as aforesaid unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise.

EXECUTED this day of , 196 .

ATLANTIC RICHFIELD COMPANY

ATTEST

By_____
Vice President

_____
Assistant Secretary

STATE OF NEW YORK
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument as a Vice President of ATLANTIC RICHFIELD COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said ATLANTIC RICHFIELD COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , 196 .

_____
Notary Public in and for
_____ County, New York

ATR000000441

ASSIGNMENT

For value received, ATLANTIC RICHFIELD COMPANY (succesor by merger to Sinclair Oil Corporation) hereby transfers, sets over and assigns unto BP Oil Corporation, without recourse, all of the right, title and interest of Sinclair Oil Corporation in and to each and every of the Petroleum Product Exchange Agreements listed and identified on the attached Exhibit A which is made a part hereof. This Assignment is to be effective April 1, 1969.

WITNESS the due execution hereof as of the of March, 1969.

ATLANTIC RICHFIELD COMPANY,
incorporated

By_____
Vice President

BP OIL CORPORATION hereby accepts the above Assignment and, in consideration thereof, hereby agrees with Atlantic Richfield Company to perform faithfully each and every of the obligations of Sinclair Oil Corporation under said agreements and covenants to indemnify and hold harmless Atlantic Richfield Company from any and all cost, liability and expense arising directly or indirectly by reason of breach by BP Oil Corporation of any of such obligations under any of said agreements.

IN WITNESS WHEREOF, BP Oil Corporation, intending to be legally bound, has duly executed this agreement as of March , 1969.

BP OIL CORPORATION

By_____
Vice President

ATR000000443

PRODUCT EXCHANGE AGREEMENTS ASSIGNED TO
BP OIL CORPORATION
(SINCLAIR EXCHANGE NUMBERS)

EXCHANGE NUMBER	EXCHANGER
ADX-111	Union Oil of Calif.(Pure Oil Divisic
ADX-134	Union Oil of Calif.(Pure Oil Divisic
ADX-141	Union Oil of Calif.(Pure Oil Divisic
ADX-156	Union Oil of Calif.(Pure Oil Divisic
ADX-158	Shell Oil Company
ADX-168	Union Oil of Calif.(Pure Oil Divisic
ADX-220	Phillips Petroleum Company
ADX-238	Phillips Petroleum Company
ADX-275	American Oil Company
ADX-355	Union Oil of Calif.(Pure Oil Divisio
ADX-375	Union Oil of Calif.(Pure Oil Divisio
ADX-378	American Oil Company
ADX-387	Cities Service Oil Company
ADX-389	Phillips Petroleum Company
ADX-390	Cities Service Oil Company
ADX-394	Hess Oil and Chemical Corp.
ADX-395	American Oil Company
ADX-402	Cities Service Oil Company
ADX-404	Phillips Petroleum Company
ADX-408	Shell Oil Company
ADX-410	Hess Oil and Chemical Corp.
ADX-412	Standard Oil Company (Kentucky)
ADX-415	Cities Service Oil Company
ADX-421	Atlantic Richfield Company
ADX-420	Continental Oil Company
ADX-428	Hess Oil and Chemical Corporation
ADX-432	Gulf Oil Company - U. S.
ADX-433	Shell Oil Company
ADX-435	Tenneco Oil Company
ADX-436	Colonial Oil Co.
ADX-437	Phillips Petroleum Company
ADX-441	Gulf Oil Company - U. S.
ADX-451	Shell Oil Company
ADX-452	Shell Oil Company
ADX-453	Union Oil of Calif.(Pure Oil Divisior
ADX-454	Murphy Oil Corporation
ADX-458	Phillips Petroleum Company
ADX-460	Rogers Oil Company
ADX-463	Texaco, Inc.
ADX-444	Cities Service Oil Company

ATR000000444

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PRODUCT EXCHANGE AGREEMENTS ASSIGNED TO
BP OIL CORPORATION
(SINCLAIR EXCHANGE NUMBERS)

EXCHANGE NUMBER	EXCHANGER
EDX-119	Metropolitan Petroleum Company
EDX-145	Chevron Oil Company
EDX-146	Chevron Oil Company
EDX-172	Griffith Consumer Company
EDX-190	Chevron Oil Company
EDX-215	Howard Fuel Corporation
EDX-251	Cross Island Oil Terminals, Inc.
EDX-255	Getty Oil Company
EDX-273	Whale Oil Company
EDX-293	The Sico Company
EDX-296	Cities Service Oil Company
EDX-320	Northville Dock Corporation
EDX-359	Humble Oil and Refining Company
EDX-378	Oceana Terminal Corporation
EDX-386	Risolo Fuel Oil Company
EDX-388	American Oil Company
EDX-393	F. C. Haab Co.
EDX-394	F. C. Haab Co.
EDX-419	Northville Dock Corporation
EDX-442	American Mineral Spirits Company
EDX-444	Getty Oil Company
EDX-450	Chevron Oil Company
EDX-453	Ashland Oil and Refining Company
EDX-455	Humble Oil Company
EDX-456	Pocohontas Fuel
EDX-458	Getty Oil Company
EDX-459	Getty Oil Company
EDX-461	McConnell Fuel Oil Company
EDX-492	Ashland Oil and Refining Co.
EDX-502	Metropolitan Petroleum Company
EDX-518	Ashland Oil and Refining Company
EDX-523	Cities Service Oil Company
EDX-528	Getty Oil Company
EDX-534	Phillips Petroleum Company
EDX-541	Northeast Petroleum Corporation
EDX-544	Cities Service Oil Company
EDX-549	Shell Oil Company
EDX-550	Northeast Petroleum Corporation
EDX-557	Burns Bros. Preferred, Inc.
EDX-579	Pure Oil Company (Div. of Union Oil)
EDX-581	Lefferts Terminal Corp.
EDX-582	Cities Service Oil Company
EDX-583	Phillips Petroleum Company
EDX-585	Mobil Oil Corporation
EDX-591	Hess Oil and Chemical Corp.
EDX-590	Petroleum Marketers, Inc.
EDX-605	Hess Oil and Chemical Corp.
EDX-610	P. S. Potter and Sons, Inc.
EDX-615	Cirillo Bros. Petroleum Co., Inc.
EDX-485	Hess Oil and Chemical Corp.

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PRODUCT EXCHANGE AGREEMENTS ASSIGNED TO
BP OIL CORPORATION
(SINCLAIR EXCHANGE NUMBERS)

EXCHANGE NUMBER	EXCHANGER
EDX-616	Metropolitan Petroleum Company
EDX-618	Gulf Oil Corporation
EDX-619	Chevron Oil Company
EDX-620	Ashland Oil and Refining Company
EDX-621	Texaco, Inc.
EDX-622	Mobil Oil Corporation
EDX-623	Gulf Oil Corporation
EDX-624	Northeast Petroleum Corporation
EDX-625	O'Brian (Mobil Oil Corporation)
ADX-464	Pure Oil Company (Div. of Union Oil
ADX-465	Atlantic Richfield Company
ADX-468	Texas City Refining, Inc.
ADX-469	Texaco, Inc.
ADX-471	Standard Oil Company (Kentucky)

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BILL OF SALE AND ASSIGNMENT

Dated: March 3, 1969

Preliminary Statement

Pursuant to a Plan of Merger dated November 26, 1968 between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and SINCLAIR OIL CORPORATION ("Sinclair"), a New York corporation, Sinclair has been merged into ARCO on this date (the "effective date"). ARCO is the surviving corporation and owner of the assets owned by Sinclair prior to the merger. Pursuant to an Agreement for Sale of Assets dated December 18, 1968 between ARCO and BP Exploration U.S.A., Inc. (now named BP Oil Corporation) ("BP"), a Delaware corporation, as amended and supplemented by Supplemental Agreement dated February 20, 1969 and as further amended and supplemented by a Second Supplemental Agreement dated March 3, 1969 (the Agreement for Sale of Assets, as so amended and supplemented, being called the "Agreement"), ARCO agreed to sell, and BP agreed to buy, the rights and properties described in the Agreement (the "Assets") including, without limitation, certain tangible and intangible personal property owned or leased by ARCO or Sinclair immediately prior to the merger.

W I T N E S S E T H :

I. ARCO hereby sells, assigns, grants, conveys, transfers and sets over unto BP all of its right, title and interest in and to the following as of the effective date:

A. All equipment, fixtures, furniture and other

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personal property (except as provided in E of this granting clause) relating to or located on, and necessary or incident to the activities conducted at those service stations, service station sites, office and office buildings, bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were owned by or leased to Sinclair on the effective date and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida and the District of Columbia (hereinafter collectively called the "East Coast Marketing Area") sold and assigned or intended to be sold and assigned to BP pursuant to the Agreement.

B. All movable equipment, tools, catalysts, piping, spare parts and other equipment, fixtures, furniture and other personal property:

1. Located on the site of a refinery in Marcus Hook, Delaware and Chester Counties, Pennsylvania (the "Sinclair Refinery") and on the site of a refinery located adjacent to Port Arthur, Jefferson County, Texas (the "ARCO ATRECO Refinery") (the Sinclair Refinery and ARCO ATRECO Refinery being collectively called the "Refineries") which are owned and being used in connection with the operation and maintenance of each such Refinery; and

2. Located at or on storage facilities which are not located at the site of the Refineries but are owned or used in connection with the operation of either of the Refineries.

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C. All equipment, fixtures and other personal property owned by ARCO or Sinclair prior to the merger and used in connection with the pipelines used for the transportation of crude oil and petroleum products to be sold to BP pursuant to the Agreement; but excluding accessories and equipment used wholly or in part in connection with transportation facilities not being sold to BP pursuant to the Agreement.

D. All motor vehicles, railway cars and barges being used exclusively in connection with the operation and the maintenance of the Assets as of this date; and all motor vehicles, railway cars and barges being used in connection with the operation and the maintenance of the Assets and also in connection with the operation of properties owned by ARCO other than the Assets designated by both ARCO and BP.

E. All of ARCO's interest in and to inventories of petroleum products, TBA and other merchandise of the types being sold by Sinclair in the ordinary course of its business and, as of this date, located in the Assets in the East Coast Marketing Area and in all inventories of crude oil, petrochemical products, tetraethyl lead and other liquids, either produced by or used as feed stock for the Refineries, liquids used for blending or as additives, petroleum products and intermediates used by and located in refinery tankage at the Refineries or used by and located at leased or other facilities being used by ARCO for the storage of such inventories for use at the Refineries.

F. (1) All contracts for the sale to bulk consumers of

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waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the Sinclair Refinery and the ARCO ATRECO Refinery, regardless of billing address;

(2) All contracts for sale to customers of petrochemicals produced in the Assets, regardless of billing address; and

(3) All other contracts for the sale by Sinclair of petroleum products to Sinclair customers whose billing addresses are in the East Coast Marketing Area;

Together with all other contracts pertaining to the relationships between Sinclair and the customers identified in (1)-(3);

But excluding therefrom contracts for the sale to bulk consumers, having billing addresses in the East Coast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases, and process materials produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery, or contracts with customers, having billing addresses in the East Coast Marketing Area, for the sale of petrochemicals produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery.

G. Without recourse, all evidences of indebtedness evidencing loans made by Sinclair or ARCO to customers whose contracts are assigned to BP under F above and all security agreements, including the security interests created thereby, executed as collateral security for such loans.

H. All of the rights owned by Sinclair on the effective date under any outstanding contracts subject to Section 17 of

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Oil Import Regulation I, as it is now or may hereafter be revised or amended, providing for exchange of foreign crude oil for domestic crude oil during calendar year 1969 for crude supply to the Sinclair Refinery.

I. All other contracts relating to, in whole or in part, the conduct of Sinclair's petroleum business in the East Coast Marketing Area, including, without limitation, real estate leases, service station purchase agreements, construction contracts, warranties and guarantees of contractors and equipment suppliers for the benefit of the Assets, credit card exchange agreements and product exchange agreements providing for delivery and receipt of petroleum products by Sinclair in the East Coast Marketing Area; but excepting therefrom the contracts excepted in granting clause F and any product exchange agreements other than the ones specifically identified in this granting clause.

J. All books, records and documents necessary for efficient operation of the Assets by BP, provided, however, that to the extent that ARCO shall deliver complete extracts thereof, such books, records and documents shall not be included in this sale.

II. ARCO hereby sells, assigns, grants, conveys, transfers and sets over unto BP all accounts receivable on ARCO's books as of April 1, 1969 of bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the Sinclair Refinery and the

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ARCO ATRECO Refinery, regardless of billing address, and the accounts receivable on ARCO's books as of April 1, 1969 of all the customers for petrochemicals produced in the Assets being purchased by BP, regardless of billing address, and all other trade accounts receivable on ARCO's books as of April 1, 1969, or in the case of accounts receivable on cycle billing, as of the close of each cycle of such cycle billing, commencing April 1, 1969 and arising out of Sinclair's petroleum business in the East Coast Marketing Area, having billing addresses in the East Coast Marketing Area, including without limitation, the following types of accounts with billing addresses in the East Coast Marketing Area: retail credit card accounts, retail home heat and burner service accounts, commercial consumer gasoline accounts, service station dealer accounts and wholesale accounts of petroleum and TBA resellers, but excluding accounts receivable on ARCO's books as of April 1, 1969 of bulk consumers, having billing addresses in the East Coast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery, or accounts receivable on ARCO's books as of April 1, 1969 of customers having billing addresses in the East Coast Marketing Area of petrochemicals produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery.

III. If any of the contracts described in F and I of granting clause I hereof also relate to Sinclair's petroleum business outside the East Coast Marketing Area, the assignment of any of such contracts hereby made is limited to the portions of such contracts as relate to the East Coast Marketing Area. If any such contracts are not divisible so as to

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be partially assignable and relate to Sinclair's petroleum business outside the East Coast Marketing Area to a greater extent than to such business within the East Coast Marketing Area, such contracts shall be excepted from this Bill of Sale and Assignment.

IV. If any of the contracts described in (1) and (2) of F of granting clause I provide for the sale of products produced in part at facilities other than the Assets and such contracts are divisible so as to be partially assignable, the assignment of any such contracts hereby made shall be limited to the portion of such contract as relates to the Assets. Any contract not so divisible is not assigned hereunder.

V. Any account receivable arising out of a contract the assignment of which is limited or excepted herefrom pursuant to the two preceding paragraphs shall be similarly limited or excepted herefrom.

VI. ARCO represents and warrants that:

As to each of the Assets described herein and owned by ARCO at March 3, 1969, or in the case of the accounts receivable described in granting clause II, April 1, 1969, or, in the case of accounts receivable on cycle billing, as of the close of each cycle of such cycle billing, commencing April 1, 1969, ARCO has or will have good and marketable title thereof free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value or present use of the Assets subject thereto

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or affected thereby, or otherwise materially impair present business operations. As to each of the Assets described herein and leased by ARCO on March 3, 1969, each instrument leasing such Asset is a valid and subsisting lease for the unexpired term thereof and ARCO is not in default thereunder and the leasehold estate created thereby is subject only to the terms and conditions of such lease and the matters referred to in the preceding sentence.

VII. From time to time at the request of BP, ARCO will execute and deliver or cause to be executed and delivered, such instruments and documents and take such other action as BP may reasonably request more effectively to assign, transfer and convey to BP any of the Assets covered by this Bill of Sale and Assignment and any other property or rights intended to be assigned, transferred or conveyed under the Agreement, and to protect the right, title and interest of BP in such Assets and the enjoyment by BP thereof and otherwise to carry out the intent of the Agreement. To the extent that the assignment of any contract hereinabove described shall require the consent of any person, this Bill of Sale and Assignment shall not constitute an assignment of the same if an attempted assignment would constitute a breach of such contract, provided, however, ARCO shall use its best efforts to procure consents to the assignment of any such contracts or, if any such consent cannot be obtained, ARCO shall cooperate with BP in any reasonable arrangement designed to provide for BP the benefits of any such contract.

IN WITNESS WHEREOF, ARCO has caused this Bill of Sale and Assignment to be signed by its duly authorized officer and its seal to be affixed on the 4rd day of March, 1969.

ATLANTIC RICHFIELD COMPANY

[SEAL]

By: _____

ATR000000455

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared T.F. BRADSHAW known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the PRESIDENT ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

Marguerite A. Kent
Notary Public in and for New York County, New York

MARGUERITE A. KENT
Notary Public, State of New York
No. 24-7237453 Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1970

ATR000000456

ASSIGNMENT OF LEASES AND CONTRACTS

Dated: March 3, 1969

Preliminary Statement

Pursuant to a Plan of Merger dated November 26, 1968 between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and SINCLAIR OIL CORPORATION ("Sinclair"), a New York corporation, Sinclair has been merged into ARCO on this date (the "effective date"). ARCO is the surviving corporation and owner of the assets owned by Sinclair prior to the merger. Pursuant to an Agreement for Sale of Assets dated December 18, 1968 between ARCO and BP Exploration U.S.A., Inc. (now named BP Oil Corporation) ("BP"), a Delaware corporation, as amended and supplemented by Supplemental Agreement dated February 20, 1969 and as further amended and supplemented by a Second Supplemental Agreement dated March 3, 1969 (the Agreement for Sale of Assets, as so amended and supplemented, being called the "Agreement"), ARCO agreed to sell, and BP agreed to buy, the rights and properties described in the Agreement (the "Assets"), including without limitation, certain real property leased by Sinclair and the interest owned by Sinclair in options and contracts relating to real property of the character described in Section I A of the Agreement.

WITNESSETH:

I. ARCO hereby assigns, transfers and sets over unto BP:

A. All right, title and interest in and to, and the leasehold estates created by, the leases to all those service

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stations, service station sites, offices and office buildings, bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were leased by Sinclair on the effective date and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida and the District of Columbia (hereinafter collectively called the "East Coast Marketing Area"), including, without limitation, all right, title and interest under such leases in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances belonging to or appertaining to such properties and all buildings, structures and improvements located on such properties, and necessary or incidental to the activities conducted thereon; but excepting leases of office space at 1700 Broadway, New York City, New York, and 600 Fifth Avenue, New York City, New York, any leases of real estate to a certain joint venture of Sinclair and Koppers Co., Inc. (Sinclair-Koppers Company) or to Sinclair-Koppers Chemical Company, a Delaware corporation, owned by the joint venture, and any lease of real estate to Sinclair which real estate is used exclusively for petrochemicals produced at any plant not included in the sale to BP under the Agreement.

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B. All interests owned by Sinclair on the effective date in all options and contracts to purchase, lease or otherwise acquire properties of the character described in granting clause A of this instrument.

II. ARCO represents and warrants that:

A. Each instrument of lease hereby assigned is a valid and subsisting lease for the unexpired term thereof; ARCO is not in default thereunder, and the leasehold estate created thereby is subject only to the terms and conditions of such lease, and is free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value or present use of the Assets subject thereto or affected thereby, or otherwise materially impair present business operations.

B. ARCO's interests in the options and contracts assigned hereby are valid and existing; ARCO is not in default under such options and contracts; and such interests are free and clear of all security interests and encumbrances of any nature whatsoever.

From time to time at the request of BP, ARCO will execute and deliver, or cause to be executed and delivered, such instruments and documents and take such other action as BP may reasonably request more effectively to assign, transfer and convey to BP any of the Assets covered or intended to be covered by this Assignment

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of Leases and Contracts under the Agreement, and to protect the right, title and interest of BP in such Assets and the enjoyment by BP thereof and otherwise to carry out the intent of this Agreement. To the extent that the assignment of any lease, option or contract hereinabove described shall require the consent of any person, this Assignment of Leases and Contracts shall not constitute an assignment of the same if an attempted assignment would constitute a breach of such lease, option or contract, provided, however, ARCO shall use its best efforts to procure consents to the assignment of any such leases, options or contracts or if any such consent cannot be obtained, ARCO shall cooperate with BP in any reasonable arrangement designed to provide for BP the benefits of any such lease, option or contract.

IN WITNESS WHEREOF, ARCO has caused this Assignment of Leases and Contracts to be signed by its duly authorized officer and its seal to be affixed on the 3rd day of March, 1969.

ATLANTIC RICHFIELD COMPANY

[SEAL]

By: T. F. Goldsmith

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THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared T. F. BRADSHAW known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the PRESIDENT of ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

Marguerite A. Kent
Notary Public in and for New York County, New York

MARGUERITE A. KENT
Notary Public, State of New York
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1970

ATR000000462

ASSUMPTION AND INDEMNITY AGREEMENT

Dated: March 7, 1969

Preliminary Statement

Pursuant to a Plan of Merger dated November 26, 1968, between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and SINCLAIR OIL CORPORATION ("Sinclair"), a New York corporation, Sinclair has been merged into ARCO on the date of this Assumption and Indemnity Agreement (the "effective date"). ARCO is the surviving corporation and owner of the assets owned by Sinclair prior to the merger. Pursuant to an Agreement for Sale of Assets dated December 18, 1968 between ARCO and BP Exploration U.S.A., Inc. (now named BP Oil Corporation) ("BP"), a Delaware corporation, as amended and supplemented by Supplement Agreement dated February 20, 1969 and as further amended and supplemented by a Second Supplemental Agreement dated March 3, 1969 (the Agreement for Sale of Assets as so amended and supplemented being hereinafter called the "Agreement"), ARCO agreed to sell, and BP agreed to buy, the rights and properties described in the Agreement (the "Assets"). Pursuant to the Agreement, ARCO has delivered on this date a Deed to the real property described in Section I of the Agreement, an Assignment of Leases and Contracts covering the leases, options and contracts described in Section I A, a Bill of Sale and Assignment transferring the personal property therein described, and stock powers transferring stock interests in Petro Gas Producing Company and South Hampton Co.

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W I T N E S S E T H :

BP hereby accepts the assignment of and assumes the obligations of ARCO under all of the leases, contracts, licenses and other agreements assigned to BP under the Assignment of Leases and Contracts and the Bill of Sale and Assignment.

BP shall indemnify, defend and hold harmless ARCO against all claims, actions, demands, losses or liabilities arising from the ownership or the operation of the Assets transferred by virtue of the delivery of the Deed, the Assignment of Leases and Contracts, the Bill of Sale and Assignment and the stock powers or arising under or relating to any lease, contract, license or other agreement assigned to and assumed by BP in this Assumption and Indemnity Agreement, accruing from and after the date of this Assumption and Indemnity Agreement, except, in respect of accounts receivable, from and after the date of assignment; except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO or the failure by ARCO to comply with its obligations under the management contract described in Section I of the Agreement or under the terms of the Agreement relating to functions assumed by ARCO subsequent to the closing.

IN WITNESS WHEREOF, BP Oil Corporation has caused this Assumption and Indemnity Agreement to be executed by its duly authorized officer and its seal to be affixed hereto this 3rd day of March, 1969.

BP Oil Corporation

[SEAL]

By: _____

ATR000000465

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THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared C.P.B. HARDCASTLE known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the PRESIDENT of BP OIL CORPORATION, a Delaware corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

Marguerite A. Kent
Notary Public in and for New York County, New York

MARGUERITE A. KENT
Notary Public, State of New York
No. [illegible] Qual. in Kings County
Certificate filed in New York County
Commission Expires March 30, 1970

LEVEL

ATR000000466

TRADEMARK LICENSE AGREEMENT

This Agreement made this 3rd day of March 1969 by and between

ATLANTIC RICHFIELD COMPANY ("ARCO")
a Pennsylvania Corporation

and

BP OIL CORPORATION ("BP"), a Delaware Corporation,
formerly known as B.P. EXPLORATION, U.S.A., INC.

WITNESSETH:

WHEREAS, ARCO is the successor by merger to SINCLAIR OIL CORPORATION ("SINCLAIR") and now owns or controls all of SINCLAIR's trademarks (which term shall include service marks and trade names), whether registered or not, together with the good will of the business in which they had been used at the Closing.

WHEREAS, ARCO and BP entered into a certain Agreement for Sale of Assets dated December 18, 1968, a Supplemental Agreement dated February 20, 1969, and a Second Supplemental Agreement dated March 3, 1969, (collectively referred to as the "Main Contract") in which ARCO undertook to grant to BP certain rights to use said SINCLAIR's trademarks, service marks and trade names.

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

1. ARCO hereby grants to BP and/or its nominees licenses which shall be royalty-free, exclusive except as to ARCO, and irrevocable to use in the East Coast Marketing Area (as defined in the "Main Contract") all said trademarks in connection with products and services of kinds which at the Closing were produced or marketed by or at the Assets (as defined in the "Main Contract"), provided, however, that the products sold and services rendered under the herein licensed trademarks are of a standard of quality prescribed, approved or agreed to by ARCO. For this purpose ARCO will inspect the

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products and services to test their quality to the extent necessary to protect its interest in said trademarks.

2. BP shall use all reasonable efforts to control its manner of use of the herein licensed trademarks to preserve their proprietary character.

3. Use of the herein licensed trademark shall inure to the benefit of ARCO and BP shall not by virtue of such use assert against ARCO any adverse claim of ownership of any such mark.

4. The licenses herein granted shall terminate five years from and after the date hereof.

5. On termination of the licenses herein granted BP and/or its nominees shall discontinue the use of the herein licensed trademarks as soon thereafter as is reasonably feasible and practical to do so.

6. This Agreement, and subject to the terms hereof the licenses herein granted, shall not be assignable by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, ARCO and BP have caused this agreement to be signed by duly authorized officers this day, year and month first written.

BP OIL CORPORATION

By: _____

ATLANTIC RICHFIELD COMPANY

By: _____

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CRUDE OIL SALES AGREEMENT

Marcus Hook (Pa.) Refinery

THIS AGREEMENT made as of March 1, 1969, between Atlantic Richfield Company ("ARCO") and BP Oil Corporation ("BP").

WITNESSETH:

ARCO agrees to sell and deliver and BP agrees to purchase and receive approximately 90,000 barrels per day of foreign and domestic crude oils as herein provided.

GENERAL

1. TERM. The term shall be from April 1, 1969 through December 31, 1969.

2. PAYMENT. BP shall pay for product in United States dollars at par without discount or allowance within ten (10) days of receipt of invoice and shipping and other documents. Remittance shall be sent to the address given in Section 4.

3. ASSIGNMENT. This Agreement is not assignable by either party without the prior written consent of the other.

4. NOTICES AND CONSTRUCTION.

(a) All notices required to be given shall be in writing and sent by U. S. certified mail,

If to ARCO: Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Manager, Supply and Transportation Department

If to BP: The address and person as notified hereafter.

Such address may be changed from time to time by notice given as aforesaid fifteen (15) days before they become effective.

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(b) A "barrel" is 42 st[illegible]rd United States gallons of 231 cubic inches each at 60° Fahrenheit. All volumes shall be corrected as hereafter indicated.

(c) This Agreement shall be subject to the rules and regulations issued by the Oil Import Administration, Department of the Interior, under the United States Government Mandatory Oil Imports Program.

5. MEASUREMENT AND TESTS.

(a) The quantity of each delivery (domestic and foreign) shall be determined by measurements taken in the tanks used to load the lifting vessel using 100% Tank Tables. Temperature corrections to 60° F. shall be made in accordance with Table No. 7 of the ASTM - IP Petroleum Measurement Tables (D-1250) as last revised. If delivery meters are used, built-in temperature compensators may be used.

(b) BS&W shall be calculated by using ASTM Method D-96 (centrifuge) or other approved method, and shall not exceed two per cent (2%). All BS&W shall be deducted before billing.

(c) Gravity shall be established by using ASTM Method D-287 as last revised and corrected to 60° F. by using Table 5 of the ASTM - IP Petroleum Measurement Tables (D-1250) as last revised.

FOREIGN OIL

6. QUANTITY AND GRADE

(a) ARCO shall arrange for importation and delivery to BP at its Refinery, Marcus Hook, Pennsylvania (or at such other East Coast Deepwater Terminal designated by BP), foreign crude oil of the grades shown below and in the approximate amounts indicated as "barrels per day" (b/d):

Eastern Venezuela	(37° API)	41,000 b/d
Brega (Libya)		24,000 b/d
Arzew (Algeria)		6,000 b/d
Oficina (Venezuela)		9,000 b/d

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(b) The crude oil delive by ARCO shall be representative of that grade exported by ARCO or its suppliers from the country of origin on the date of lifting.

(c) ARCO's performance hereunder shall be based on the gross outturn as measured by U. S. customs for Oil Import Control purposes.

(d) ARCO may substitute another grade of crude oil for the grade(s) specified above, provided that such grade is acceptable to BP. The price payable by BP for any substituted grade will be as mutually agreed upon.

7. PRICE. BP shall pay prices based on the following formula for each cargo of oil supplied:

Net loaded barrels as determined at the loading port multiplied by the indicated F. O. B. price below for the grade supplied; Plus

Gross loaded barrels as determined at the loading port multiplied by the indicated vessel rate below for the grade supplied; Plus

Gross unloaded barrels as determined at the unloading port and accepted by United States Customs multiplied by $1.355.

The total invoice for the cargo shipment will be the sum of the above calculations.

GRADE	API GRAVITY	F.O.B. PRICE	VESSEL RATE
Eastern Venezuela	37.0° - 37.9°	$1.865	$.21
Brega	40.0° - 40.9°	$1.765	$.41
Arzew	44.0° - 44.9°	$1.675	$.32
Oficina	35.0° - 35.9°	$1.805	$.21

The aforementioned prices shall rise or fall by 2¢ per barrel for each whole degree API by which the gravity of the crude oil delivered is respectively above the lower limit or below the upper limit of the gravity range quoted. The average gravity of the cargo as determined at the loading port shall be used.

If delivery is made to a Terminal other than at Marcus Hook, Pennsylvania, the freight rates specified in Section 7 will be adjusted as required

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a mutually agreeable cost differential. In addition "a two-porting" charge will be made if applicable.

All taxes (including U. S. import tax) transportation and other charges or credits to point of delivery shall be on the account of ARCO.

6. DELIVERY - LAY TIME - DEMURRAGE - RISK OF LOSS

(a) Buyer shall provide a safe berth for Seller's vessel free of all wharfage, dockage and quay dues and of sufficient depth to permit a vessel not exceeding 800 feet in length and drawing not more than 38 feet of water to lie always safely afloat.

(b) ARCO shall present written nominations to BP by the fifteenth day of the month prior to the month of delivery. Such nomination must be acceptable to BP.

(c) Upon arrival at customary anchorage at Marcus Hook, the Master or his Agent, shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and laytime shall commence upon the expiration of 6 hours after the receipt of such notice or upon the vessel's arrival in berth, all fast, whichever first occurs. However, where delay is caused to vessel getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used laytime.

Hoses for loading and discharging shall be furnished by BP and shall be connected and disconnected by BP or, at ARCO's option by ARCO at BP's risk and expense. Laytime shall continue until the hoses have been disconnected.

BP may shift the vessel at its terminal from one safe berth to another provided BP pays all expenses incurred thereby. Time consumed during such shifting shall count as used laytime. If BP prohibits discharge at night, time so lost shall count as laytime. BP shall not, however, be liable for any time used or delay in discharging the vessel except to the

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extent that total laytime used at the loading and discharging ports exceeds that allowed to ARCO under the terms of its charter, or, if owned or operated by ARCO, which is customary in the trade.

The time allowed to BP for the discharge of each cargo shall be the time which would be taken to discharge the vessel in question at an average rate of 5,000 barrels per running hour, Sundays and holidays included.

If the cargo is not discharged within such allowed time BP shall pay to the Seller demurrage in respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified. BP's liability as to laytime and demurrage shall be absolute and not subject to qualification by the provisions of section 9 hereof. But if delay directly attributable either to fire or to the breakdown of machinery or equipment at the port of discharge (not in either case resulting from want of due diligence by BP and always provided that the vessel is not already on demurrage) the rate of demurrage shall be reduced by one half for the period of such delay.

The appropriate rate of demurrage shall be the London Market Voyage Charter rate current on the date notice of readiness to discharge is given as aforesaid for a vessel of the size and type used. If the parties fail to agree within thirty (30) days upon the amount of such rate, then at the instance of either party the question shall be referred to and determined by a London firm of shipbrokers, agreed upon by both parties, whose decision thereupon shall be final and binding.

(d) Deliveries will be in full cargo lots in approximately equal quantities at approximately equal spaced periods or as mutually agreed by the parties.

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(c) ARCO shall arrange for the importation of the foreign oil and pay the import tax thereon. Title to the oil shall pass to BP immediately upon completion of the recording of the importation by U. S. Customs officials. Risk of loss of the cargo shall pass to BP as the oil passes the flange connecting the vessel discharge lines to the dock intake lines.

9. FORCE MAJEURE (Foreign).

(a) No failure or omission to carry out or observe any of the stipulations or conditions of the Agreement shall, except as herein expressly provided to the contrary, give rise to any claim against either party or be deemed a breach of the Agreement if such failure or omission arises from any cause reasonably beyond the control of either party.

(b) If, by reason of any cause reasonably beyond the control of ARCO, there is such a curtailment of or interference with (i) the availability from any of the ARCO sources of supply in whatever country situated of crude petroleum, or (ii) transportation of such crude petroleum as either to delay or hinder ARCO in, or to prevent ARCO from, supplying the full quantity of crude oils deliverable hereunder and also at the same time maintaining in full their other business in crude petroleum (wherever produced and whether for delivery at the same place or places as is or are specified herein or elsewhere), then ARCO shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extent as ARCO considers reasonable and equitable in all the circumstances and ARCO shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers.

(c) BP shall be free to purchase from other suppliers any deficiency of deliveries caused by the operation of this Section.

(d) BP knows that ARCO has assumed certain obligations to

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third parties in order to perform its obligations under this Agreement. If, for reasons set forth in Section 9(a), BP is prevented from accepting the full quantity of foreign oil specified in this Agreement, BP agrees to make all reasonable efforts to insure the continuity and performance of this Agreement by alternate disposition arrangements. If BP fails to so dispose of the foreign oil, ARCO may dispose of the oil at its discretion. Such disposition shall be considered full performance under this Agreement.

DOMESTIC OIL

10. QUANTITY. BP shall purchase approximately 10,000 b/d of either Delta (Ostrica) or Empire crude oil (ARCO's option). BP may reduce this volume upon three (3) months prior written notice to ARCO. If this option is elected, BP may not again increase its purchases but the option to decrease it may be exercised as often as BP desires.

11. QUALITY. Common stream crude oil as available on the date of lifting at either the Ostrica, Louisiana (Plaquemines Parrish) Terminal of Gulf Refinery Company or the Empire, Louisiana (Plaquemines Parrish) Terminal of Chevron Oil Company.

12. NOMINATIONS.

(a) BP shall provide ARCO with written nominations by the fifteenth day of the month prior to the month of lifting. Such nomination must be acceptable to ARCO. Nomination shall specify the name of the vessel, its scheduled date of arrival, and shall give written instructions concerning such vessel including documentation instruction. Upon accepting the nomination, ARCO guarantees to have sufficient oil to load the vessel.

(b) BP shall be fully responsible for its nominated vessel to insure compliance with all port loading restrictions as to vessel length, draft and other restrictions imposed by the Terminal.

(c) ARCO shall provide a safe berth for BP's nominated vessel free of all wharfage, dockage and quay dues at which a vessel not in excess of

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600 feet in length and drawing not more than 38 feet may lie always safely afloat.

(d) ARCO agrees that BP's nominated vessel shall be handled only in its proper turn.

13. DELIVERY - LAY TIME - DEMURRAGE - RISK OF LOSS

(a) Delivery shall be made into the nominated vessel at times and in amounts mutually agreed. Title shall pass to BP at the flange connecting the dock loading lines to the vessel intake lines.

(b) BP shall lift the oil in full or part cargo lots in approximately equal quantities at approximately equally spaced periods.

(c) The time allowed to ARCO for the loading of each cargo shall be 36 running hours, Sundays and holidays included. If the cargo is not loaded within such time ARCO shall pay to BP demurrage in respect of the excess time at the appropriate rate per day or pro rata for part of a day as hereinafter specified.

Upon arrival at customary anchorage the Master or his Agent, shall give Seller or its Agent, notice by letter, telegraph, wireless or telephone that the vessel is ready to receive cargo, berth or no berth, and laytime shall commence upon the expiration of 6 hours after the receipt of such notice or upon the vessel's arrival in berth, all fast, whichever first occurs. However, where delay is caused to the vessel getting into berth after giving notice of readiness for any reason over which ARCO has no control, such delay shall not count as used laytime.

The appropriate rate of demurrage shall be the market voyage charter rate quoted by Dietz & Co. current on the date the written notice of readiness to load is given for a vessel of the size and type used for the trade involved.

Notwithstanding anything hereinbefore contained, if ARCO is by any cause whatsoever reasonably beyond its control prevented, delayed or hindered from or in obtaining or bringing to the port the crude petroleum

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CRUDE OIL SALES CONTRACT

Atreco, Texas Refinery

ATLANTIC RICHFIELD COMPANY ("ARCO") and BP OIL CORPORATION ("BP") mutually agree to the following terms and conditions under which ARCO agrees to sell and BP agrees to buy domestic crude oil.

1. TERM: Ten years from April 1, 1969. However, BP can terminate this contract at the end of any calendar month after January 1, 1972 by giving ARCO at least twelve (12) months prior written notice of termination.

2. PRODUCT - QUANTITY: ARCO will supply and BP will buy approximately 80,000 B/D of domestic crude oil for its Atreco, Texas Refinery.

3. SOURCES - PRICES:

I. Sweet Crude - 30,000 B/D

A. ARCO will assign to BP without recourse all present division orders and other contracts under which it now purchases crude oil at the leases served by gathering facilities being purchased by BP.

B. Terms for crude oil acquired at the various leases into pipe line gathering facilities owned by BP's affiliated company are written with the understanding that BP will publish price bulletins effective as of the date hereof for buying this crude oil. If it is not possible or practical for BP to publish such prices, or for ARCO to assign division orders and/or contracts under which it now acquires this crude oil, before the effective date of this agreement, ARCO will continue to acquire this crude oil under its present division orders and/or contracts. In this event ARCO will sell to BP all of the oil so acquired by invoicing BP monthly at ARCO's cost of acquisition. This arrangement will continue until BP publishes the necessary prices

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C. ARCO will assign to BP all pr[illegible]t contracts under which it purchases crude oil at locations on East Texas and Neale trunk lines.

D. In addition, ARCO will sell to BP f.o.b. Atreco sufficient quantities of Grand Isle crude oil to complete the total of the 30,000 B/D sweet crude to be delivered (except as modified in subsection E below). Grand Isle crude will be sold f.o.b. Atreco based on quantity and quality determined at Grand Isle. Presently, this data would be provided by the barge loading papers (based on shore tank measurements). The price of this oil will be ARCO's average cost of acquisition at Grand Isle, as determined monthly, plus transportation costs to Atreco. (On February 1, 1969 this crude oil was being acquired at $3.16/bbl. for 33° and barging expenses to Atreco are $.135 plus demurrage, if any).

E. Special Arrangements to 12/31/69 - Sweet crude oils other than Grand Isle crude will be supplied to BP during the remainder of 1969. These will be:

Southwest Texas Light Mix (approximately 3,200 B/D)

(i) To be sold f.o.b. barge/vessel Atreco, Texas at Atlantic's average acquisition cost on that purchased or Atlantic's posted price for that produced plus pipeline tariff and/or barge expense to Harbor Island plus transportation to Atreco. Quality and quantity to be determined at loading point (Harbor Island). (On 2/1/69 Refugio Lt. cost was $3.21 (38°); plus $.05 gathering; plus $.05 trunk; plus $.025 loading. On 2/1/69 Mustang Island cost was $3.20 (40°); plus $.085 barging; plus $.025 unloading; plus $.025 loading. On 2/1/69 Mustang Island condensate cost was $3.25 flat; plus other Mustang Island crude costs as noted above: - All plus the applicable transportation from Harbor Island to Atreco).

Johnson Bayou (Received by ARCO in exchange for Mustang Island on month/month basis) (approximately 1,000 B/D).

(ii) To be sold f.o.b. barge Atreco at Atlantic's average

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acquisition cost for Mustang Island (with production valued at Atlantic's posted price) plus barging costs to Corpus Christi. Quality to be determined at Atreco.

(2/1/69 cost was $3.20 (40°); plus $.085 barging).

Darrow Mix (Received in exchange for Mustang Island on month/month basis) (approximately 3,000 B/D)

(iii) To be sold f.o.b. barge Atreco at Atlantic's average acquisition cost for 40° Mustang Island or Atlantic's posted price, if any production crude is exchanged, plus barging cost to Corpus Christi; plus $.04. For each full degree Darrow Mix is less than 40.9° a deduction of $.02 shall be made. Quality to be determined at Atreco.

(2/1/69 cost was $3.20 for 38° plus $.085 barging).

Burns Terminal (approximately 400 B/D)

(iv) To be sold f.o.b. barge Atreco at Conoco's posted price for South La. crude; plus barge cost from point of loading to Atreco. Quality to be determined at loading point.

(2/1/69 cost was $3.16 for 33°; plus $.135 barge).

II. Sour Crude - 50,000 B/D

A. To be sold at BP Midland station at ARCO's average cost of acquisition (Atlantic's posted price to be used for Atlantic's production) for the actual gravity delivered to BP plus gathering; plus transportation to Midland.

(2/1/69 cost was $2.88 for 34° and $.05 gathering plus an estimated $.05 pipe line tariff to Midland).

4. QUALITY: Common stream crude oil available on the date of delivery to BP.

5. TESTS AND MEASUREMENTS: Quantities of product delivered by barge or tanker shall be determined in the shore tanks at point of pick up and based on the opening and closing tank gauges. Quantities for product delivered by pipeline and at the lease gathering lines shall be determined by flow meters.

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A barrel is 42 U. S. standard gallons of 231 cubic inches and all volumes shall be corrected for temperature to 60° F. in accordance with ASTM Table D-2330 and any supplements.

6. SCHEDULES OF DELIVERIES: Schedules of deliveries shall be in approximate even intervals as arranged between ARCO's and BP's respective Supply and Transporation Departments.

7. DELIVERIES - DEMURRAGE: In respect of crude delivered by vessel BP shall cause to be provided a berth at which vessels of a maximum draught as laden of 38 feet in salt water can at all times safely reach and leave and at which such vessels can lie at all times safely afloat.

BP shall cause to be provided all shore equipment (which shall include flexible hoses, hose connections, pipelines and tankage facilities), and also shore personnel, necessary for the discharge of crude oil.

Atlantic shall cause each vessel furnished by it to berth, discharge and sail in the most expeditious manner possible and to comply with all applicable regulations in force at the Refinery.

The time allowed to BP for the discharge of each vessel shall be 36 running hours for a full cargo or pro rata for a part cargo.

Upon arrival at customary anchorage at the port of discharge ARCO shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a vessel and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessels/barge's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel or barge getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used lay time. Further, if the vessel/barge does not arrive within 24 hours after the specified docking time, the vessel/barge shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

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If the time taken to discharge the cargo is in excess of the time allowed, BP shall (whether or not such excess time is due to any cause within the scope of Section 10) pay to Atlantic for all such excess time demurrage at the current market voyage charter rate quoted by Dietz & Co. effective on the date notice of readiness to discharge is given for a vessel of the type and size for the trade involved. If the time allowed for discharging any cargo is exceeded as a result of fire or explosion in or about the Refinery or the discharging facilities or of breakdown of machinery of the BP, the rate of demurrage payable by BP for such excess shall be one half of the rate provided for in the foregoing paragraph.

If the time allowed for discharging any cargo is exceeded as a result of fault or failure of the vessel or because discharge is suspended for vessel's purposes BP shall not be liable for demurrage in respect of such excess time.

8. PAYMENT: ARCO shall promptly submit to BP its invoices covering each delivery together with appropriate copies of certificates of quantity and quality at the address to be given hereafter.

BP shall pay ARCO in U. S. Dollars at par without discount within ten (10) days of receipt of said invoice and certificate by remittance to:

Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Supply and Transportation Manager

When BP acquires product after assignment of the division orders and other purchase contracts, payment shall be made as provided in such division orders or contracts.

9. WARRANTY: ARCO warrants free, clear and unencumbered title to the Crude Oil to be delivered hereunder and further warrants that it will have been produced in accordance with all applicable governmental rules and/or regulations or of any other regulatory body having jurisdiction over the production and/or transportation of the particular crude delivered.

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10. FORCE MAJEURE: ARCO shall not be required to deliver and BP shall not be required to receive crude oil hereunder when, while and to the extent that BP is prevented from receiving it or ARCO from producing, acquiring, transporting or making deliveries in its customary manner due to Acts of God; compliance with acts, orders, regulations or request of any Federal, state or local civilian or military authority or any person purporting to act therefor; by fires, action of the elements; by strikes or other labor disturbances; by war embargoes, perils of the sea; accidents, acts of civil or military authorities, by interruption of usual production facilities or transportation routes; or by any cause whatsoever beyond the control of ARCO or BP, whether or not similar to causes herein specified.

11. TAXES: All prices quoted are exclusive of all demurrage and sale and use taxes and BP agrees to assume and pay ARCO, without discount, at the time of payment for the product any and all demurrage applicable to the loading and unloading of the product from delivering vessels and any and all taxes and assessments applicable to the sale of the product sold hereunder, and any other tax or assessment which ARCO may be required to collect by reason of the sale to BP of the product under any Federal, state, county, or municipal law whatsoever.

12. NOTICES: All notices required to be given hereunder shall be in writing and shall be sent by prepaid U. S. mail addressed as indicated in paragraph 3.

13. SPECIAL BUY BACK DURING 1969: In 1969 ARCO has contracts for sales of approximately 5,600 B/D of East Texas crude oil and the full gathered quantity of Bronte crude oil. For the remainder of 1969, BP will sell this crude to ARCO as follows:

(a) East Texas crude will be sold at the junction of Mid Valley Pipeline Co. and the East Texas Pipeline Co. at posted price plus gathering and trunk line tariffs to the point of delivery; and

(b) The Bronte Crude will be sold at the Sun Junction located on the Midland-Atreco trunk line at posted price and pipeline gathering and trunk line tariffs to the point of delivery.

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14. INDEMNITY: BP covenants to indemnify and save harmless ARCO from any and all cost, liability and expense arising out of BP's default subsequent to the date of assignment under the contracts and division orders to be assigned as herein provided.

WITNESS the due execution of this Agreement, each of the parties intending to be legally bound, this day of , 1969.

ATLANTIC RICHFIELD COMPANY
incorporated

By _____
Vice President

BP OIL CORPORATION

By _____
Vice President

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SALE AGREEMENT

LUBE OIL BLEND STOCKS

(Marcus Hook, Pa.)

Atlantic Richfield Company ("Seller") and BP Oil Corporation ("Buyer") mutually agree to the following terms and conditions under which the Seller agrees to sell and the Buyer agrees to buy lube oil blend stocks.

1. TERM - The original term shall be from April 1, 1969 to January 31, 1971. It may be terminated on January 31, 1971 by either party giving to the other written notice on or before July 31, 1970. If not so terminated, this Agreement shall continue for further terms of one year each terminable on January 31, 1972, and any subsequent anniversary date, by either party giving to the other notice of termination on or before the preceding July 31st.

2. QUANTITY - Seller agrees to sell and deliver to Buyer who agrees to buy and receive from Seller approximately from 110,000 to 120,000 U. S. tons (2,000 lbs.) per year of lube oil blend stock ("product").

3. QUALITY - The quality shall be that required by Buyer on written instruction given to Seller not less than one (1) month prior to delivery date. The current instructions are set forth in attached Exhibit "A".

4. TESTS AND MEASUREMENT - All quantities shall be determined in the shore tanks at the point of delivery and quantities shall be based on the opening and closing gauges in said tanks. All measurements shall be made on the basis of 100% tank tables. Volumes shall be corrected to 60° F in accordance with ASTM D-1250 Tables and supplements thereto, if any. All tests for quality shall be determined from the aforementioned shore tanks.

5. SCHEDULES OF DELIVERIES - Schedules of time and size of delivery shall be arranged between Seller's and Buyer's respective Supply and Transportation Departments. Seller shall not be required to deliver during

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any period of one (1) month more than 10,000 tons. Seller shall, however, use its best endeavors to meet reasonable variations in delivery rates which may be requested by the Buyer.

6. DELIVERY - Delivery shall be made F.O.B. Buyer's Refinery at Marcus Hook, Pennsylvania, by ship or barge ("vessel"). Title to, and risk of loss shall pass from Seller to Buyer as the product passes the vessel's delivery flange.

Buyer agrees to furnish a berth, free of all charges, at which the vessel (not in excess of 800 feet in length and not drawing more than thirty-eight (38) feet) may proceed thereto, be and depart, always safely afloat.

Buyer will give Seller not less than fifteen (15) days prior notice by letter or wire to Seller's Supply and Transportation Department of the date when delivery is desired. Seller shall give Buyer twenty-four (24) hours advance notice of expected docking time of the vessel.

Upon arrival at customary anchorage at the port of discharge, Master or his Agent shall give Buyer notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a ship and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessel's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel getting into berth after giving notice of readiness for any reason over which Buyer has no control, such delay shall not count as used lay time. Further, if the vessel does not arrive within 24 hours after the specified docking time, the vessel shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

Buyer agrees to provide facilities to unload the vessel within 24 hours and shall pay demurrage for all lay hours caused by failure to unload the product within agreed time at the demurrage rate applicable to vessels of similar size and in similar trade at the time and place of loading.

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7. PRICE - Atlantic's price for lube blend stocks of the same type and quality on the date of delivery for similar customers for the same quantity.

8. PAYMENT - Seller shall submit promptly to Buyer at the address as directed by EP one original and three copies of its invoice covering the quantity of each delivery along with appropriate copies of certificates of quantity and quality for each shipment loaded aboard Seller's vessel.

Buyer shall pay Seller in U. S. Dollars at par without discount at the following address within thirty (30) days following receipt of the above mentioned invoices and cargo certificates:

Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101

Attention: Manager - Supply and Transportation Department

9. WARRANTY - Seller warrants free, clear and unencumbered title to the product to be delivered hereunder and further warrants that it will have been produced in accordance with all rules and/or regulations of any State and/or Federal Government or of any other regulatory body having jurisdiction over the production and/or transportation of petroleum or its products.

10. "FORCE MAJEURE" - Seller shall not be required to deliver and Buyer shall not be required to receive product when, while and to the extent that Buyer is prevented from receiving it or Seller from manufacturing or making deliveries in its customary manner by Acts of God, fires, strikes or other labor disturbances, war embargoes, perils of the sea, accidents, acts of civil or military authorities, interruption of usual manufacturing or transportation facilities, or any cause whatsoever beyond the control of Seller or Buyer, whether or not similar to causes herein specified.

11. ARBITRATION - In the event of disagreement between Buyer and Seller as to the quality of product supplied, the Seller shall appoint either Chas. Martin Inc. or E. W. Saybolt and Company as referee and its finding

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shall be binding upon both parties. Each party shall bear one half (1/2) the cost of employing said referee.

12. TAXES - All prices shall be exclusive of sale and use taxes and Buyer agrees to assume and pay Seller without discount at the time of payment any and all taxes and assessments currently applicable to the sale and use of the product sold hereunder and any tax or assessment which Seller is required to collect by reason of the sale to or use by Buyer of the product under any Federal, State, County or Municipal law in effect.

No new or increased taxes at any time imposed or levied in respect of the product sold hereunder shall be for the account of Buyer unless and until Seller has notified Buyer of such new or increased taxes. From the date such notice is received by Buyer the said new or increased taxes shall be for the account of and paid by Buyer unless Buyer forthwith notifies Seller that it elects not to pay such new tax or taxes or in the case of any increased tax the amount by which such tax is increased. If Buyer so notifies Seller then, unless Seller elects forthwith to take such new tax or taxes or the amount of increase of any such increased tax for its own account this agreement shall terminate as of the date on which such notice is received by Seller from Buyer.

13. NOTICES - All notices hereunder shall be in writing and, except for notices as to the arrival of vessels which shall be sent as above provided, shall be addressed as follows:

IF TO SELLER: Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Manager-Supply and Transportation Department

IF TO BUYER: As hereafter specified by B. P.

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Either party may change its address by giving notice as aforesaid.

WITNESS the due execution of this Agreement by each of the parties, both of which intend to be legally bound, as of _____ day of _____, 1969.

ATLANTIC RICHFIELD COMPANY
incorporated

By_____
Vice President

BP OIL CORPORATION

By_____
Vice President

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The following are the designations for the Lube Blend Stocks to be sold and purchased under the attached Agreement dated January 20, 1969.

Sinclair Designation	Bbls./Yr.
0795 Oil	19,280
8600 Oil	7,100
1095 Oil	82,600
2095 Oil	185,700
5095 Oil	26,500
6090 Oil	59,000
8150 Oil	54,600
9150 Oil	30,400
55/60 Pale Oil	9,000
100 Pale	89,000
300 Pale	27,000
1200 Pale	23,100
2000 Pale	50,500

EXHIBIT "A"

ATR000000493

Motor Alkylat[illegible]reement

Marcus Hook, Pa.

This agreement entered into as of [illegible] 1, 1969 between Atlantic Richfield Company ("Atlantic") and BP Oil Corporation ("BP").

WITNESSETH:

Atlantic agrees to sell and BP agrees to purchase Motor Alkylate under the following terms and conditions:

1. TERM: This agreement shall remain in effect for a period of one (1) year from April 1, 1969.

2. QUANTITY: Atlantic agrees to sell and deliver to BP and BP agrees to purchase and receive from Atlantic, 650 barrels per calendar day of Motor Alkylate during said term.

3. QUALITY: Specifications of the Motor Alkylate may vary over the following range:

Research Octane Number + 3 cc's T. E. L.	102-105
Reid Vapor Pressure	8-10 Pounds Per Square Inch

For the determination of the "base price" the following will be the "base" quality:

Research Octane Number + 3 cc's T. E. L.	104.3
Reid Vapor Pressure	9 Pounds Per Square Inch

4. TESTS AND MEASUREMENTS: A "barrel" is 42 U.S. Standard Gallons of 231 cubic inches each. Quantities shall be determined in the tanks at point of delivery based on opening and closing gauges of said tanks. All measurements shall be made on the basis of 100% tank tables. Volumes shall be corrected for temperature to 60° F. in accordance with ASTM D-1250 and supplements thereto. All tests for quality shall be determined from samples taken from said tanks. Atlantic shall provide BP with a sample from each delivery and hold three additional samples as "retains": one to be used by

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Atlantic, one by BP and the third to be furnished to the referee if appointed as hereafter provided.

5. SCHEDULES OF DELIVERIES: Schedules of time and size of deliveries shall be as arranged between Atlantic's and BP's respective Supply and Transportation Departments.

6. DELIVERY, LAYTIME, DEMURRAGE: Delivery shall be made f.o.b. BP's refinery at Marcus Hook, Pennsylvania by ship or barge ("vessel"). Title to and risk of loss shall pass from ARCO to BP as the motor alkylate passes the vessel's delivery flange.

BP agrees to furnish a berth free of all charges at which the vessel (not in excess of 32,000 d.w.t. and drawing not more than 38 feet) may proceed thereto lie thereat and depart therefrom always safely afloat. The time allowed to BP for the discharge of each shipment hereunder shall be the time which would be taken to discharge the ship in question at an average rate of 5,000 barrels per running hour Sundays and holidays included.

Upon arrival at customary anchorage at the port of discharge, the Master or his Agent shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a vessel and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessel's /barge's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel or barge getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used lay time. Further, if the vessel/barge does not arrive within 24 hours after the specified docking time, the vessel/barge shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

If the shipment is not discharged within the time allowed in accordance with the foregoing, BP shall pay to Atlantic demurrage in

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respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified. It is agreed that BP's liability as to laytime and demurrage shall be absolute and not subject to qualification by the provisions of Section 10. However, if delay is directly attributable either to fire or to the breakdown of machinery or equipment at the port of discharge (not in either case resulting from want of due diligence by PP and always provided that the vessel is not already on demurrage) the rate of demurrage shall be reduced by one half for the period of such delay.

The appropriate rate of demurrage shall be the market voyage charter rate quoted by Dietz & Co. current on the date the written notice of readiness to discharge is given for a vessel of the size and type used for the trade involved.

7. PRICE: The "base price" will be at 3¢ per gallon in excess of the low of Platt's Oilgram price on date of delivery for Gulf Coast cargoes of 94 Octane regular gasoline (but in no event will the "base price" be greater than 1¢ per gallon above the low of Platt's Oilgram price on date of delivery for 100 Octane premium gasoline); PLUS vessel transportation cost of 111% of ATRS Gulf Coast to Marcus Hook.

The "base price" will be adjusted for quality variations as follows:

(i) A reduction or increase of .15¢ per gallon for each full 1/2 Research Octane Number below or above (as the case may be) 104.3.

(ii) A reduction or increase of .07¢ per gallon for each full 1/2 pound per square inch by which the Reid Vapor Pressure is in excess of or less than (as the case may be) 9 pounds per square inch.

(iii) The above adjustments are cumulative.

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8. PAYMENT: Atlantic shall submit promptly to BP to the address as directed one original and three copies of its invoice covering the quantity and quality of each delivery along with appropriate copies of certificates.

BP shall pay Atlantic in U.S. Dollars at par without discount within fifteen (15) days following receipt of said invoices and cargo certificates at

Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Manager Supply & Transportation Department

9. WARRANTY: Atlantic warrants free, clear and unencumbered title to the Motor Alkylate to be delivered hereunder and that it will have been produced in accordance with all rules and/or regulations of any State and/or Federal Government or of any other regulatory body having jurisdiction over the production and/or transportation of petroleum or its products.

10. FORCE MAJEURE: Atlantic shall not be required to deliver and BP shall not be required to receive said Motor Alkylate when, while and to the extent Atlantic is prevented from manufacturing or making deliveries in its customary manner or BP is prevented from receiving it by acts of God, fires, strikes or other labor distrubances, war embargoes, perils of the sea, accidents, acts of civil or military authorities, interruption of usual manufacturing or transportation facilities, or any cause whatsoever beyond the control of Atlantic or BP, whether or not similar to causes herein specified.

11. SPECIAL PROVISIONS: The sample furnished to BP as provided above shall be tested promptly by BP at its laboratory. If such test shows that the Motor Alkylate does not meet the minimum specifications a retest shall be made by BP and Atlantic at Atlantic's laboratory using one of the "retain" samples. If there is continued disagreement, either Chas. Martin, Inc. or E.W. Saybolt and Company shall act as referee using the other "retain" sample. The referee's findings shall be binding upon both parties. Each party shall bear one-half (1/2) the cost of employing said referee.

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12. TAXES: All price quoted are exclusive of sale and use taxes and BP agrees to assume and pay Atlantic without discount at the time of payment any and all taxes and assessments currently applicable to the sale and use of the product sold hereunder or any tax or assessment which Atlantic may currently be required to collect by reason of the sale to or use by BP of the product under any Federal, State, County or Municipal law in effect.

No new or increased taxes at any time imposed or levied in respect of the product sold hereunder shall be for the account of BP unless and until Atlantic has notified BP of such new or increased taxes. From the date such notice is received by BP the said new or increased taxes shall be for the account of and paid by BP unless BP forthwith notifies Atlantic that it elects not to pay such new tax or taxes or in the case of any increased tax the amount by which such tax is increased. If BP so notifies Atlantic then unless Atlantic elects forthwith to take such new tax or taxes or the amount of increase of any such increased tax for its own account this agreement shall terminate on the date on which said notice is received by Atlantic from BP.

13. NOTICES: All notices required to be given hereunder shall be in writing and sent as specified by the parties hereafter. Notices as to the arrival of vessels shall be given as specified in paragraph 6.

WITNESS the due execution of this Agreement, each of the parties, intending to be legally bound, as of the day and year first herein written.

ATLANTIC RICHFIELD COMPANY, Incorporated

BY _____
Vice President

BP OIL CORPORATION

By _____
Vice President

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On this fifteenth day of November, 1968, by and between Atlantic Richfield Company (Atlantic), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, United States of America, and BP Exploration U.S.A. Inc., (BP), a corporation organized and existing under the laws of the State of Delaware, United States of America, in consideration of the mutual covenants and agreements hereinafter set forth, agree as follows:

1. Atlantic and Sinclair Oil Corporation (Sinclair) a New York corporation, have entered into a preliminary agreement of merger, a copy of which is attached as Appendix A, as a result of which all of Sinclair's assets will be transferred to Atlantic.

2. Atlantic agrees to sell and BP agrees to buy certain of the assets which Atlantic will obtain as a result of the merger with Sinclair and certain other assets now owned by Atlantic, which are as follows:

a) Marketing assets, including customer supply contracts but excluding product inventories, of Sinclair located in Maine, New Hampshire, Vermont, New York, Massachusetts, Rhode Island, Connecticut, New Jersey, Pennsylvania, Delaware, Maryland and the District of Columbia, as specifically set forth and described in Appendix B. Product inventories will be sold to BP on the date of transfer for a price

ATR000000281

BPSLC_00000001

b) The Sinclair refinery located at Marcus Hook, Pennsylvania, excluding crude and product inventories. A description of the equipment and facilities of such refinery is set forth in Appendix C. Crude and product inventories will be sold to BP on the date of transfer for a price to be negotiated between Atlantic and BP.

c) The Atlantic refinery located at Atreco, Texas, excluding crude and product inventories. A description of the equipment and facilities of such refinery are set forth in Appendix D. Crude and product inventories will be sold to BP on the date of transfer for a price to be negotiated between Atlantic and BP.

d) Certain transportation facilities as described in Appendix E.

e) All trademarks owned by Sinclair and the goodwill associated therewith; provided, however, that Atlantic reserves to itself licenses and rights sufficient under applicable laws to continue to use, except in the areas set out in 2(a) above the trademarks, tradenames and other similar rights, now owned by Sinclair and to be transferred to BP, for a reasonable period of time, not to exceed five years, after the transfer of such trademarks, tradenames

and other similar rights.

3. To make the transfer of these assets a viable business enterprise, Atlantic and BP will reach mutual agreement on the following matters as may be required:

a) Crude supply and transportation arrangements necessary for the operation of the two refineries transferred.

b) Product distribution arrangements.

c) Transfer of personnel and organization necessary to operate the facilities and conduct the operations transferred.

d) Supply of motor oils, lubricants and other automotive products to BP as it may require until such time as BP obtains another source for these products.

4. Atlantic and BP will attempt to reach final agreement prior to December 17, 1968 on all of the terms and conditions of a definitive agreement covering the proposed transaction. Such terms and conditions shall include all approvals and consents of governmental bodies, or the consent of any other party, in the United States and the United Kingdom deemed necessary in the opinion of counsel for Atlantic and BP to a transfer of any of the rights, properties or interests to be transferred hereunder.

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5. Atlantic, BP and Sinclair desire to avoid unwarranted speculation or rumors on the part of their employees, security holders and the general public regarding the proposed transaction, and it is therefore agreed that the terms hereof shall be made public promptly by a joint announcement.

6. It is recognized and understood by the parties that Atlantic's obligation to consummate the transaction with BP is conditioned upon consummation of the merger of Sinclair into Atlantic under applicable United States laws.

7. BP shall pay Atlantic as full consideration for the assets to be transferred the sum of $300,000,000 U.S. plus interest at the annual rate of 7%. This obligation shall be evidenced by a note or notes payable in six equal annual installments to the order of Atlantic for the sum of $300,000,000 U.S., or such greater amount of principal and unpaid interest as provided below. Interest shall accrue from the effective date of the transfer of assets described herein. Payment of principal or interest may be deferred until six months after the first shipment of commercial quantities of crude oil by BP or for BP's account on the North Slope area of the State of Alaska or December 31, 1972, whichever is earlier. In the event any such payment of interest due is deferred, the amount of such interest shall be added to the principal amount of the debt and shall be evidenced by an additional note from BP to Atlantic delivered on the due date for such payment of interest. The note or notes to be given by BP for the payments provided herein shall be in a form ~~contain adequate provisions for security~~ satisfactory to Atlantic.

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8. Atlantic and BP shall each have the right to terminate this agreement by giving written notice of termination to the other party at any time prior to reaching a final agreement which shall be approved by the boards of directors of Atlantic and BP in accordance with the applicable laws of the United States.

9. Upon the execution of this agreement Atlantic and Sinclair will cooperate fully in making available to BP all necessary information pertinent to the sale and transfer of the assets covered by this agreement.

BP EXPLORATION U.S.A. INC.

By _____
President Vice-President

ATLANTIC RICHFIELD COMPANY

By _____
Vice President

Consented to:

SINCLAIR OIL CORPORATION

By _____
Executive Vice President

ATR000000285

Millard E. Stone - Vice Pres & Director - S.O.C.

Vincent J. Gorman G. Atty SOC

[illegible] Exec. V.P. SOC

[illegible] President B.P. Exploration USA.

Edgar W. [illegible] V. Pres. "

Pinkal W. Reed Financial Pres. Atlantic Richfield Co.

Thomas H. Dizney - assoc. Gen. Counsel Atlantic Richfield Co.

ATR000000286

APPENDIX

A Preliminary Agreement between Sinclair and Atlantic

B Descriptions of Marketing Assets

B-1 Number of Marketing Locations

B-2 1967 Product Sales Volumes and Revenues

B-3 Refinery Yields and Product Sales

C Description of Marcus Hook Refinery

D Description of Atreco Refinery

E Pipelines plus Terminals Outside of Marketing Area Being Sold to BP ~~Exploration U.S.A., Inc.~~

ATR000000287

SINCLAIR OIL CORPORATION

Number of Marketing Locations at December 31, 1967

Type	Washington, D.C.	Maryland	Delaware	Pennsylvania	New Jersey	New York	New England[a] States	Total
Terminals[b]	1	3	-	13	3	7	4	31
Bulk Plants[b]	1	17	5	54	20	38	-	135
Service Stations								
Owned[b]	10	114	4	85	38	112	-	363
Long-Term Lease[c]	14	168	11	299	169	241	3	905
Sub-Total	24	282	15	384	207	353	3	1,268
Distributor (est.)[d]	-	19	-	369	157	273	555	1,373
Other[e]	9	504	48	1,224	319	936	5	3,045
Total Service Stations	33	805	63	1,977	683	1,562	563	5,686

44

(a) Maine, Vermont, New Hampshire, Rhode Island, Massachusetts, and Connecticut
(b) Assets owned by Sinclair Oil Corporation
(c) Service stations under long-term lease to Sinclair Oil Corporation
(d) Product supply contractual arrangements for varying periods
(e) Includes 753 privately owned service stations under short-term lease with Sinclair; remainder sell Sinclair branded products but have no binding product supply contracts

ATR000000288

1967 PRODUCT SALES VOLUMES AND REVENUES IN MARKETING AREA ~~PROPOSED FOR SALE~~

Product	Sales (B/D)			Sales Revenue ($ M)		
	Bulk Plant	Wholesale	Total	Bulk Plant	Wholesale	Total
Gasoline	29,649	41,031	70,680	$ 76.0	$ 77.0	$153.0
Avgas	--	183	183	--	.4	.4
Petrochemicals	182	2,083	2,265	.5	5.9	6.4
Jet Fuels	2	12,376	12,378	--	18.6	18.6
Distillate	21,429	15,578	37,007	45.2	24.4	69.6
Residual Fuel & LPG	6,931	18,201	25,132	6.6	13.8	20.4
Motor Oils	302	--	302	4.7	--	4.7
Industrial Oils	--	372	372	--	1.7	1.7
Lube Oils	262	162	424	2.2	1.5	3.7
Grease	38	10	48	.7	.2	.9
Process Materials	4	183	187	.1	.6	.7
Antifreeze	8	3	11	.2	.1	.3
	58,807	90,182*	148,989	$136.2	$144.2*	$280.4

*Includes estimated sales to branded distributors 34,000 63.0

ATR000000289

REFINERY YIELDS OF REFINERIES

TO BE SOLD TO BP ~~EXPLORATION U.S.A.~~ AND PRODUCT SALES IN MARKETING AREA

	Product Yields			Sinclair Oil Corporation's Product Sales in Marketing Area
	Marcus Hook (1)	Atreco (2)	Total	
Gasoline	47,000	46,500	83,500	70,700
Middle Distillate	34,000	28,100	62,100	49,400
Residual Fuel	11,000	7,700	18,700	25,100
Other	3,000	11,100	14,100	3,800
	95,000	83,400	178,400	149,000

(1) Actual 9 Months 1968

(2) Actual 1967

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101-3-1

Acquisition of Petro
Gas Producing Company
H. N. Williams

Mr. Bent and Mr. Milner will meet with Mr. Warren this week in an attempt to reach agreement on some of the points that have not yet been resolved with respect to this proposed acquisition.

ATR000000875

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING MAR 22 1963

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Acquisition of
Petro Gas Producing Company 101-3-1
H. N. Williams

Please see report of March 29, 1963. Beginning on Tuesday morning, April 16, 1963, Mr. Williams worked with Hubert Gentry, Esq., in redrafting the Plan and Agreement of Reorganization and Stock Exchange with respect to The Petro Gas Producing Company acquisition. Numerous conferences were held during the week with Mr. Warren and Mr. Milner in negotiating the terms of the Agreement. The Agreement was placed in final form by 10:30 A.M. on Friday, April 19, 1963, at which time it was signed by Mr. R. D. Bent and Forrest S. Warren.

The value of the Atlantic stock to be delivered to Mr. Warren in exchange for 80% of the Petro stock has a base value of $1,600,000 subject to certain adjustments. Closing is scheduled for May 17, 1963. However, it may be necessary to extend the date in the event that Atlantic has not received approval from the New York Stock Exchange for listing the newly issued stock to be delivered to Mr. Warren.

The Agreement is also subject to approval by Atlantic's Board and it is expected that the matter will be presented to the Board at its next meeting on May 6, 1963.

ATR000000870

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING 4/19/63

Petro Gas Producing Company
M. Newell Williams

101-3-1

A meeting was attended with Messrs. Warren and Milner to discuss the plans for expansion of Petro's plant facilities and various other operations problems.

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ATR000000755

JAN 31 1964

GAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

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Acquisition of Petro Gas Producing Company
H. W. Williams

The closing for this acquisition by Atlantic of 88% of the outstanding capital stock of Petro was held on May 17, 1963, in the Legal Department Conference Room. The closing was attended by Messrs. Dent, Miller, Pearn, and Williams for Atlantic, and Mr. Warren and his attorney, H. Gentry, Jr. Following the closing a special meeting of the Board of Directors of Petro was held.

ATR000000796

MAY 17 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

I, P. E. CUNDEY, Secretary of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, hereby certify that at a regular meeting of the Board of Directors of said Company held at 260 South Broad Street, Philadelphia, Pennsylvania, on May 6, 1963, at which a quorum was present and voting throughout, the following resolution was duly adopted:

RESOLVED, That this Board hereby ratifies, approves and confirms the action of R. D. Bent, Vice President of this Company, and M. E. MacWilliams, Assistant Secretary of this Company, in executing and delivering on its behalf a plan and agreement dated April 19, 1963 providing for acquisition by this Company of all the outstanding capital stock of Petro Gas Producing Company, a Texas corporation, in exchange for a number of shares of Common Stock, $10 par value, of this Company (consisting of newly issued shares or reacquired shares held in its treasury or some of each, in the discretion of the officers of this Company) determined as follows: (1) 80% of the outstanding stock of Petro Gas Producing Company is to be acquired as soon as practicable in exchange for 31,360 shares of Common Stock of this Company, and (2) the remaining 20% of the outstanding stock of Petro Gas Producing Company is to be acquired during the period of ten years after the first acquisition, in exchange for a number of shares of Common Stock of this Company determined by dividing $400,000 by the then market price per share of this Company's Common Stock or, if greater, for a number of shares computed to give effect to the net earnings or net worth of Petro Gas Producing Company; and be it further

RESOLVED, That the President or any Vice President or the Treasurer of this Company is hereby authorized, in the name and on behalf of this Company, to take all action and to execute and deliver all other instruments under the corporate seal of this Company or otherwise as in his judgment may be necessary or appropriate to carry out the terms of said plan and agreement dated April 19, 1963 and

ATR000000744

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to cause shares of Common Stock of this Company to be delivered in exchange as provided therein; and be it further

RESOLVED, That on the basis of the information concerning Petro Gas Producing Company and its business and assets presented to this meeting, including balance sheet information as of February 28, 1963, it is hereby determined that the fair value of 80% of the outstanding capital stock of Petro Gas Producing Company is in excess of $ 313,600, the aggregate par value of 31,360 shares of Common Stock of this Company; and that all newly issued shares of Common Stock of this Company delivered in exchange for 80% of the stock of Petro Gas Producing Company shall be fully paid and nonassessable by this Company; and be it further

RESOLVED, That the proper officers of this Company are hereby authorized to make application to the New York Stock Exchange for the listing of newly issued shares of Common Stock of this Company to be delivered in exchange for stock of Petro Gas Producing Company, and that Henderson Supplee, Jr., President, T. F. Bradshaw, Executive Vice President, Louis M. Ream, Jr., Vice President, or Randal W. Reed, Treasurer, is hereby designated to appear before the Committee on Stock List of the Exchange with authority to make such changes in the application and any agreement relating thereto as may be necessary to conform with the requirements for listing; and be it further

RESOLVED, That the Treasurer or any Assistant Treasurer of this Company is hereby authorized to certify to its Transfer Agent and Registrar the number of shares of Common Stock of this Company required to be delivered as newly issued shares in exchange for capital stock of Petro Gas Producing Company; and that The Chase Manhattan Bank as Transfer Agent and Chemical Bank New York Trust Company as Registrar are hereby authorized and directed to record, countersign and register certificates for such shares upon requisition of an officer of this Company and to deliver such certificates to or upon the order of an officer of this Company; and that the present authority of the Transfer Agent and the Registrar with respect to issuance of new certificates therefor in lieu of certificates

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alleged to have been lost, stolen or destroyed is hereby extended to apply to the shares of Common Stock newly issued as provided in this resolution; and be it further

RESOLVED, That the officers of this Company are hereby authorized to take such additional action as in their judgment may be necessary or appropriate to carry out the purposes of this resolution.

I further certify that said resolution has not been amended, modified or rescinded and is now in full force and effect.

WITNESS my hand and the seal of THE ATLANTIC REFINING COMPANY this day of , 1963.

Secretary

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Petro Gas Producing Company
H. N. Williams

101-3-1

Mr. Bent expects to sign an agreement with Forrest S. Warren to acquire 60% of the outstanding stock of the above named company on February 28. A considerable number of changes were required in the prior draft to incorporate new agreements reached and the entire agreement has been retyped for presentment to Forrest Warren and his attorney.

ATR000000893

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING 2/21/63

Indenture of August 15, 1957
H. M. Williams

101-3-1

Mr. Williams attended a meeting at the offices of Ballard, Spahr, Andrews & Ingersoll with Messrs. Candey and Milner to discuss methods for appraisal of the Pure stock by Atlantic's Board in connection with the requirements for adjustment of the conversion price under the Indenture.

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ATR000000795

MAY 17 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING

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Petro Gas Producing Company
H. N. Williams

101-3-1

Numerous sections of the proposed agreements were rewritten to incorporate new agreements negotiated by the parties.

ATR000000894

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING 2/15/63

PETRO GAS PRODUCING COMPANY

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Plan and Agreement of Reorganization and Stock Exchange between Forrest S. Warren and The Atlantic Refining Company dated April 19, 1963. At the Closing held pursuant to the Plan on May 17, 1963 Atlantic acquired 80% of the outstanding capital stock of Petro Gas Producing Company. Also, at the Closing the remaining 20% of such stock represented by 8000 shares of Class A, Non-Voting and 20 shares of Class B, Voting, was delivered to Atlantic as collateral security for the performance of Forrest S. Warren's obligations under the Plan. Atlantic has a mandatory obligation to acquire the 8020 shares within ten years after the date of Closing. Atlantic also has an option to acquire the shares in parts or in full from time to time within the ten year period.

One of Atlantic's obligations under the Plan is to notify Forrest S. Warren of its determination to file a registration statement under the Federal Securities Act of 1933 with respect to any securities of Atlantic except securities offered only to employees of Atlantic. If Atlantic is requested by Forrest S. Warren within tenyears after Closing, Atlantic is required to include in such registration statement those shares of Atlantic Common Stock delivered to Forrest S. Warren under the Plan provided the number of shares then held by him amounts to at least 15,000 shares.

If a voluntary liquidation of Petro is proposed prior to the time Atlantic acquires all of the Petro stock it shall not be accomplished until such time as Atlantic acquires all of such stock if the liquidation would affect the qualification of the Plan as a tax free liquidation.

The only reference to a merger is in Section 14 which deals with the above mentioned 8020 shares delivered to Atlantic as collateral. The section required delivery to Atlantic as part of the collateral and in substitution of the Petro Common Stock any Atlantic Stock delivered upon the exercise of Atlantic's above mentioned option to acquire the remaining 8020 shares. Under subsection (a) of Section 14 it is stated that all securities issued with respect to the collateral pursuant to a merger or consolidation or sale of assets or the like shall be delivered to Atlantic to be held as part of the collateral.

The Plan is binding upon the successors and assigns of Atlantic but neither party may assign its rights without the prior written consent of the other.

Attachment A to the Plan sets forth a formula for determining the number of shares of Atlantic Common Stock to be delivered in exchange for the 8020 shares of Petro Stock.

A collateral agreement with Forrest S. Warren requires him to make either cash capital contributions or non-interest bearing loans to Petro for expansion of Petro's facilities.

HSW:rcvm

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Petro Gas Producing Company
R. M. Williams

101-3-1

Mr. Williams attended a meeting and had several discussions concerning the proposal to consolidate the accounting of Petro Gas Producing Company with Atlantic as of December 31, 1963. The effects of the proposal were explored and a report was made to Mr. Bent to the effect that a letter agreement would be necessary to make certain that the intent of the acquisition agreement is not altered by the consolidation.

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ATR000000759

JAN 10 1964

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

Acquisition of Petro
Gas Producing Company
M. N. Williams

101-3-1

Please see report of April 26, 1963. The preliminary listing application for Atlantic Stock to be delivered to Forrest S. Warren under the Plan was completed and sent to the New York Stock Exchange on April 30, 1963.

ATR000000848

MAY 3 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

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Petro Gas Producing Company
H. N. Williams

Mr. Williams prepared a proposed "investment letter" applicable to Atlantic's stock, for signature by Forrest S. Warren. A proposed letter was also drafted containing certain factual information concerning the credit standing of Forrest S. Warren and his ability to pay a loan of $955,000 without resort to Atlantic stock which is to be put up for collateral. This letter is to be signed by The Houston Bank and Trust Company.

ATR000000888

MAR 15 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

DRAFT

5/29/63

At a regular meeting of the Board of Directors of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, held on June 3, 1963, at 260 South Broad Street, Philadelphia, Pennsylvania, at which a quorum was present and voting, the following resolution was duly adopted:

WHEREAS, this Company acquired 80% of the outstanding shares of capital stock of Petro Gas Producing Company on May 17, 1963 in exchange for 31,360 shares of Common Stock of this Company, pursuant to a resolution adopted by this Board on May 6, 1963;

NOW, THEREFORE, BE IT

RESOLVED, That on the basis of information concerning Petro Gas Producing Company and its business and assets presented to this meeting (including its financial statements attached to this Company's listing application to the New York Stock Exchange dated May 6, 1963 and data as to its subsequent operations to and after May 17, 1963 and the condition of its business and assets on and after that date), it is hereby determined for the purposes of Section 4.05(a) of the Indenture dated August 15, 1957 relating to this Company's 4 1/2% Convertible Subordinated Debentures due 1987 that the fair value of the shares of Petro Gas Producing Company

ATR000000813

so acquired by this Company on May 17, 1963, was on that date and is now in excess of $1,818,880, which is the amount obtained by multiplying the 31,360 shares of Common Stock of this Company issued in exchange by $58 a share, the conversion price in effect on May 17, 1963 under the terms of the Debentures.

WITNESS my hand and the official seal of said THE ATLANTIC REFINING COMPANY this day of June 1963.

Secretary

ATR000000814

BPSLC_00000041

DRAFT

5/29/63

At a regular meeting of the Board of Directors of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, held on June 3, 1963, at 260 South Broad Street, Philadelphia, Pennsylvania, at which a quorum was present and voting, the following resolution was duly adopted:

WHEREAS, this Company acquired 80% of the outstanding shares of capital stock of Petro Gas Producing Company on May 17, 1963 in exchange for 31,360 shares of Common Stock of this Company, pursuant to a resolution adopted by this Board on May 6, 1963;

NOW, THEREFORE, BE IT

RESOLVED, That on the basis of information concerning Petro Gas Producing Company and its business and assets presented to this meeting (including its financial statements attached to this Company's listing application to the New York Stock Exchange dated May 6, 1963 and data as to its subsequent operations to and after May 17, 1963 and the condition of its business and assets on and after that date), it is hereby determined for the purposes of Section 4.05(a) of the Indenture dated August 15, 1957 relating to this Company's 4 1/2% Convertible Subordinated Debentures due 1987 that the fair value of the shares of Petro Gas Producing Company

ATR000000815

so acquired by this Company on May 17, 1963, was on that date and is now at least _____, which amount, however, is less than the amount of $1,818,880, as obtained by multiplying the 31,360 shares of Common Stock of this Company issued in exchange by $58 a share, the conversion price in effect on May 17, 1963 under the terms of the Debentures. Also, it is hereby determined that an adjustment in the conversion price of $58 is not required because such adjustment would amount to less than fifty cents ($.50) per share, as provided in Section 4.05(d) of the Indenture. The determination that the adjustment is less than fifty cents ($.50) per share was made in accordance with Section 4.05(a) of the Indenture by multiplying 9,194,965, the number of shares of Common Stock outstanding on May 16, 1963, by $58 per share, then adding the above mentioned $_____ and dividing the resultant figure by 9,194,965 plus 31,360, the number of shares of Common Stock outstanding immediately after the issuance of the 31,360 shares of this Company's Common Stock; and,

RESOLVED, That the President or a Vice President and the Treasurer or an Assistant Treasurer is hereby authorized and directed pursuant to the provisions of Section 4.05(g) of the Indenture to sign and place on file in the office of the Trustee or such other office or agency as shall be maintained from time to time in accordance with the provisions of Section 7.02 of the

ATR000000816

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Indenture a statement containing in appropriate details the facts relevant to the transaction involving the acquisition by this Company of the stock of Petro Gas Producing Company and that the 31,360 shares of Common Stock of this Company were issued in exchange for the Petro Gas Producing Company stock.

WITNESS my hand and the official seal of said THE ATLANTIC REFINING COMPANY this day of June 1963.

Secretary

ATR000000817

BPSLC_00000044

Petro Gas

Petro Gas Producing Company

GULF BUILDING • CA 4-0488 • HOUSTON 2, TEXAS

AIR MAIL

May 1, 1963

Mr. B. E. Milner
The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

BEST POSSIBLE COPY

Dear Mr. Milner:

As you requested we are enclosing the documents listed below:

1. Deed for land from The Atlantic Refining Company to Petro Gas Producing Company - Document 131676
2. Title Insurance - $37,500.00 - Policy No. 113409 TX
3. Abstract of Title No. 29772
4. Five statements with regard to title of property
5. Copy of title opinion prepared June 18, 1954 by Orgain, Bell & Tucker
6. Abstract of Title No. 30050
7. Abstract of Title No. 30345

Would you please sign the enclosed copy of this letter, signifying your receipt of these documents, and return it to us. When your people have completed their review of these instruments, we would appreciate your returning them to us for our files.

Thank you!

Very truly yours,

Thomas R. Warren

TRW/mm

RECEIVED:

THE ATLANTIC REFINING COMPANY

By B E Milner

Date 5/3/63

ATR000000854

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Phone 364

From
ROBERT C. PAARZ

Hey, Newt!

Look what I came across today in my pile of papers!

Bob
8/6/63

RECEIVED
AUG 7 1963
LEGAL DEPT.

ATR000000760

BPSLC_00000104

[Conformed Copy]

AGREEMENT FOR SALE OF ASSETS

BY

ATLANTIC RICHFIELD COMPANY

TO

BP EXPLORATION U.S.A., INC.

December 18, 1968

ATR000000259

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AGREEMENT FOR SALE OF ASSETS
BY
ATLANTIC RICHFIELD COMPANY
TO
BP EXPLORATION U.S.A., INC.

THIS AGREEMENT made this 18th day of December, 1968 by and between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and BP EXPLORATION U.S.A., INC. ("BP"), a Delaware corporation.

WITNESSETH:

WHEREAS, ARCO has entered into a plan of merger dated November 26, 1968 with SINCLAIR OIL CORPORATION ("SINCLAIR"), a New York corporation, whereby SINCLAIR will be merged into ARCO;

WHEREAS, ARCO as the surviving corporation and successor to SINCLAIR desires to sell certain assets, including assets now owned by SINCLAIR;

WHEREAS, ATLANTIC PIPE LINE COMPANY ("APL"), a Pennsylvania corporation and wholly owned subsidiary of ARCO, and SINCLAIR PIPE LINE COMPANY ("SPL"), a Delaware corporation and wholly owned subsidiary of SINCLAIR, also desire to sell certain assets;

WHEREAS, ARCO is acting as agent for APL and SPL; and

WHEREAS, BP desires to purchase said assets;

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

I. ASSETS TO BE PURCHASED

Subject to the terms and conditions herein set forth, ARCO agrees to sell and BP agrees to purchase the rights and properties hereinafter described (other than the Pipeline Assets, as hereinafter defined) on the first day of the month following the month in which the merger of ARCO and SINCLAIR becomes effective (unless such merger shall become effective on the first day of a month, then on the day on which the merger becomes effective, immediately after the time when it becomes effective), such date of sale being hereinafter called the "Closing," and ARCO, as agent for APL and SPL, agrees to sell and BP agrees to cause one of its subsidiaries to purchase the rights and properties hereinafter described in paragraph 1 of subsection C of this Section I (the "Pipeline Assets") as soon as such subsidiary shall have qualified, and received all approvals necessary, to own and to operate the Pipeline Assets (the date of such sale being hereinafter referred to as the "Pipeline Closing"). All such rights and properties, including the Pipeline Assets, are hereinafter collectively called the "Assets."

ARCO and its subsidiaries shall operate the Assets (except the Pipeline Assets) on behalf of BP, in accordance with a management contract in the form of Exhibit A attached hereto and made a part hereof, from and after the Closing, and APL and SPL shall operate the Pipeline Assets on behalf of the subsidiary of BP purchasing the Pipeline Assets, in accordance with pipeline management contracts to be entered into by them with BP or such subsidiary, from and after the Pipeline Closing, until the documents which transfer the Assets are delivered to BP or any of its subsidiaries as hereinafter provided or until such later date as is provided in the respective management contract. The dates on which the documents which transfer the Assets to BP or its subsidiaries are delivered are hereinafter called the "Transfer Dates."

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A. MARKETING PROPERTIES. ARCO will sell and assign to BP (1) those service stations, service station sites, offices and office buildings (except leases of office space at 1700 Broadway, New York City, New York and 600 Fifth Avenue, New York City, New York), bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were owned by or leased to SINCLAIR on the effective date of the merger of ARCO and SINCLAIR and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware and Maryland, the District of Columbia and the Counties of Arlington, Fairfax, Accomack and Northampton and the Cities of Alexandria, Falls Church and Fairfax in the State of Virginia (hereinafter collectively called the Northeast Marketing Area), but excepting assets owned or leased by a certain joint venture of SINCLAIR and KOPPERS CO., INC. (SINCLAIR-KOPPERS COMPANY) or by SINCLAIR-KOPPERS CHEMICAL COMPANY, a Delaware corporation, owned by the joint venture, and any assets owned or leased by SINCLAIR and used exclusively for petrochemicals produced at any plant not included in the Assets, (2) those bulk terminal facilities owned by ARCO at the date of this agreement which are connected to the pipeline owned and operated by Plantation Pipeline Company and those marine terminal facilities operated by ARCO at the date of this agreement at Port Everglades and Jacksonville, Florida, including, without limitation, all right, title and interest in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances belonging to or appertaining to to such properties and all buildings, structures and improvements located on such properties and necessary or incidental to the activities conducted thereon, and all equipment, fixtures, furniture and other personal property (except as provided in Section IV) relating to or located on such properties at the Closing and necessary or incident to the activities conducted thereon. A partial schedule of the properties described in clause (1) above and a complete schedule of the properties described in clause (2) above is contained in Exhibit B annexed hereto and made a part hereof.

ARCO will sell and assign to BP the interest owned by SINCLAIR on the effective date of the merger of ARCO and SINCLAIR in all options and all contracts to purchase, lease, or otherwise acquire properties of the character described in this Section I A.

Subsequent to the Closing, ARCO will furnish BP with all information requested by BP relating to the terminals connected to the pipeline owned by Colonial Pipeline Company at Tremley Point, New Jersey, Washington, D. C., and Baltimore, Maryland and the marine terminal facilities owned by ARCO at the date of this agreement at Baltimore, Maryland and Newark, New Jersey. ARCO and BP will thereafter discuss the possibility of exchanging such pipeline terminals for such marine terminal facilities.

B. REFINERIES. ARCO will sell to BP two refineries, one in Marcus Hook, Pennsylvania (the SINCLAIR Refinery) and the other located adjacent to Port Arthur, Texas (the ARCO ATRECO Refinery), including without limitation land, plant and office facilities, docks, marine terminal facilities, tankage, moveable equipment, tools, catalyst, piping, spare parts and other structures and improvements located on the site of each refinery as of Closing which are owned and being used in connection with its operation and maintenance, as more fully described in Exhibit C attached hereto and made part hereof.

ARCO will also sell all storage facilities not located on the site of either refinery but owned and used in connection with the operations of such refinery as described in Exhibit C.

C. TRANSPORTATION FACILITIES. 1. ARCO will arrange for the sale to a BP subsidiary of the interests owned by ARCO, APL or SPL in the pipelines used for the transportation of crude oil and petroleum products described in Exhibit D attached hereto and made part hereof, together with all related operating accessories, buildings and equipment (excluding accessories and equipment used wholly or in part in connection with transportation facilities not to be sold to BP hereunder and excluding all communications equipment and facilities forming a part of APL's communication system), and related rights of way, easements and real estate to the extent necessary to permit operation of

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said pipeline interests. ARCO or APL shall reserve from such real estate all interests necessary for the operation of such communications systems not transferred to BP.

The parties recognize that some of the Pipeline Assets are owned by APL or by SPL and that both APL and SPL are common carriers subject to the jurisdiction of the Interstate Commerce Commission and other governmental authorities having jurisdiction over public utility companies. ARCO, APL and SPL will assist in obtaining all necessary consents of governmental authorities to the transfer of the Pipeline Assets as contemplated hereby.

Of the purchase price of $300,000,000 to be paid for the Assets as provided in Section XII below, $27,500,000 shall be paid to the subsidiaries, APL and SPL, for the Pipeline Assets which sum shall be allocated between them in proportion to the reasonable fair market value of the Pipeline Assets sold by each of them hereunder.

It is the intent of the parties that on and after the Pipeline Closing the pipeline interests transferred hereunder shall continue as common carrier facilities. BP, and its subsidiary to whom the Pipeline Assets are transferred, shall take such action, including entering into or becoming a party to existing throughput agreements and stockholders' agreements, filing or joining in the filing of state and federal tariffs, and other action reasonably necessary or desirable to carry out this intention. BP will use its best efforts to assist ARCO, APL or SPL in obtaining written consents of parties to each of such agreements to release ARCO, APL and SPL from liability thereunder as soon as is reasonably possible, but without expense to BP. ARCO agrees to furnish to BP as soon as is reasonably possible copies of all material governmental administrative agency rulings, judicial orders, throughput agreements and stockholders' agreements relating to the Pipeline Assets and their operation as common carrier facilities.

The pipeline facilities sold hereunder have been constructed and are being operated and maintained on certain land under rights of way or easement agreements and other agreements in the nature of licenses or permits. ARCO agrees that it shall use its best efforts to effectively transfer to BP or its subsidiary all rights, titles and interests that ARCO, APL and SPL may hold under such agreements as of the Pipeline Closing. If any such rights and interests are not assignable or are assignable, in whole or in part, only with the consent of any other person, ARCO shall use its best efforts to obtain all consents necessary to effectively transfer such rights and interests to BP or to obtain for BP the benefits of any nonassignable rights and interests.

2. ARCO will sell to BP, or assign to BP all its interests under leases or other contractual rights in, all motor vehicles, railways cars and barges being used in connection with the operation and the maintenance of the Assets as of Closing. In the event that any of such motor vehicles, railway cars and barges are used in connection with the operation of properties other than the Assets, ARCO and BP shall decide which of such vehicles, railway cars or barges are to be purchased by BP.

D. Subsidiaries and Affiliates. ARCO will transfer to BP the stock interest in certain subsidiaries or affiliated corporations as described in Exhibit E attached hereto and made part hereof.

ARCO has guaranteed certain loans and commitments of said subsidiaries, which are more particularly identified in Exhibit F attached hereto and made part hereof. BP hereby agrees to assume said guarantees as at Closing and to use its best efforts to have ARCO released from any liability thereon as soon as reasonably possible, but without expense to BP.

ARCO has furnished and BP acknowledges the receipt of balance sheets of each of such subsidiaries, as of December 31, 1967 and September 30, 1968, and the related statements of income and net income retained for use in the business for the periods then ended. ARCO represents that said financial statements fairly present the financial condition as of such dates of each of those subsidiaries and the results of their operations for the periods then ended in conformity with generally accepted accounting principles applied on a consistent basis, except as may otherwise be indicated in the financial statements and notes thereto.

E. Other Assets. ARCO shall assign to BP the other assets described in Sections II, IV, VII and VIII and shall transfer and deliver all books, records and documents, or extracts thereof, necessary for efficient operation of the Assets by BP.

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Arco shall furnish to BP all such information as BP may request concerning the formulations for lubricating oil (including synthetic lubricants for aviation purposes) which are currently sold in the Northeast Marketing Area by Sinclair or produced at the Sinclair Refinery or at the ARCO ATRECO Refinery to bulk consumers described in the first sentence of Section VIII A. In the event ARCO is injured by the disclosure to or use by BP of such formulation in selling to the bulk consumers supplied by ARCO ATRECO Refinery, upon not less than six months prior notice, ARCO shall have the right to require discontinuance of such use. ARCO shall however discuss such action with BP prior to giving said notice. BP agrees to give a covenant of confidentiality in connection with such formulations.

II. TRADEMARKS, PATENTS, COPYRIGHTS

A. To the extent necessary to permit BP to continue and expand the operation and use of the Assets, ARCO, insofar as it has the right to do so, (1) shall, unless otherwise from time to time requested by BP, grant BP or its nominees ("nominees" being defined for the purpose of this Section II as subsidiaries or affiliates of BP) full, irrevocable, transferable and royalty-free licenses under all patent rights and proprietary rights as well as under related technical information and know-how owned, controlled, in the possession of, or licensable at the Closing by ARCO or SINCLAIR, or their respective subsidiaries, and (2) shall assign to BP or its nominees all operating rights and licenses granted by other owners of patents and proprietary rights and used in the operation of the Assets or, if such operating rights and licenses also affect assets retained by ARCO, grant a sublicense, or use its best efforts to obtain a direct license from the owner, to BP, or its nominees; provided, however, that no right or license is granted under this Section II. A. to operate or install refineries additional to or separate from the refineries to be sold under Section I. B. ARCO shall use its best efforts to obtain all consents or licenses necessary in this connection. BP will assume the obligations of ARCO under such operating rights and licenses to the extent that they pertain to such operation and use of the Assets. BP may, at its option, advise ARCO that it will not require the use of any operating right or license granted by other owners and, in such case, BP shall not be required to accept the obligations under any agreements relating thereto. BP for itself and its nominees agrees to give a covenant of confidentiality and non-use in connection with any licensing under patents and proprietary rights and with respect to the confidential technological information and know-how relating to such patents and proprietary rights, except to the extent required to operate and use the Assets.

B. ARCO shall assign to BP or its nominees all trademarks, which term shall include service marks, and trade names, whether or not registered, owned by SINCLAIR throughout the world at the Closing and used in connection with the marketing throughout the world of products and services of kinds produced or marketed by or at the Assets, together with the goodwill of the business to be transferred by this Agreement and symbolized by such trademarks and trade names. Such SINCLAIR trademarks and trade names registered or applied for in the United States Patent Office are described on Exhibit G attached hereto and made a part hereof. BP will grant ARCO a royalty-free license which shall be exclusive, except as to BP, to use the assigned SINCLAIR trademarks and trade names in that portion of the SINCLAIR business retained by ARCO, but only in connection with the products and services marketed by SINCLAIR and only in geographical areas in which they are being marketed at the Closing, the term of said license not to exceed five years. BP will also grant to ARCO a royalty-free irrevocable license to use and continue the use of the U.S. trademark ROCKET in the sale of petroleum products outside the Northeast Marketing Area but no right or license is granted to use said trademark in the Northeast Marketing Area. Such licenses shall provide that BP may inspect the products being marketed by ARCO under the SINCLAIR trademarks and trade names, which products shall be of a nature and quality at least equal to those heretofore marketed by SINCLAIR, to assure quality control to the extent necessary to defend BP's interest therein.

C. As soon after the Closing as is reasonably feasible and practical, ARCO shall discontinue the use of the assigned trademarks and trade names of SINCLAIR, except as to the trademark ROCKET, in relation to all goods whatsoever and BP shall discontinue the use of the ARCO trademarks and trade names. The parties recognize that premature discontinuance of the use by ARCO of trade names which include SINCLAIR in the corporate names of certain companies of SINCLAIR operating outside the United

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States, may work economic hardship on ARCO and that extension of the period of use in such instances may be desirable. Accordingly it is understood that the parties will consider objectively and constructively any question arising in respect to discontinuance of such trade names.

D. ARCO shall assign and transfer to BP or its nominees all SINCLAIR proprietary rights to copyrights, labels, and other advertising and marketing indicia to the extent applicable to the marketing throughout the world of products and services of kinds produced or marketed by or at the Assets.

E. ARCO represents and warrants that it does not know or have reasonable grounds to know of any infringement by any product, mark, process or operation to be acquired by BP hereunder of any valid patent, copyright, trademark or trade name of any third party and that there is no pending or threatened litigation against ARCO or SINCLAIR involving any claim of such infringement.

III. SUPPLY AND TRANSPORTATION FUNCTIONS

It is recognized that BP will require time to organize departments to (1) perform normal crude supply and transportation functions for the SINCLAIR Refinery and the ARCO ATRECO Refinery, (2) arrange for the supply of motor oils, lubricants, TBA and other products (except petrochemicals) for BP's marketing operations in the Northeast Marketing Area, and (3) perform administrative services, including but not limited to, retail credit card and other customer billing, credit and collection, performance reporting and general record keeping. To assist BP, ARCO agrees as follows:

A. CRUDE SUPPLY. ARCO will execute a crude supply contract for the SINCLAIR Refinery for 90,000 barrels per day at a price to be agreed for domestic crude oil and at a price of $ per barrel for foreign crude oil for a term expiring December 31, 1969. ARCO will execute a crude oil supply contract for the ARCO ATRECO Refinery for a price equal to the Southwest posted price plus the applicable transportation charges to the point of delivery for a period of ten years after Closing; provided, however, BP may, at its option, cancel such contract as of any time on or after January 1, 1972 on not less than twelve months' notice. The volume of crude supply to be furnished under such agreement is expected to be approximately 50,000 barrels per day. If either party incurs undue hardship under such contract the parties will consult each other with a view to ameliorating such hardship.

B. 1. MOTOR ALKYLATE. ARCO will arrange for the sale at a mutually agreeable fair commercial price of 650 barrels per day of motor alkylate, C. I. F. Marcus Hook, for a period of one year after the Closing.

2. DETERGENT ALKYLATE CUSTOMER ACCOUNTS. If requested by BP, for a period not to exceed twelve months after Closing, ARCO shall service accounts in effect at Closing of customers for detergent alkylate produced at the ARCO ATRECO Refinery, and shall use reasonable efforts in maintaining such accounts or obtaining new accounts so that the entire output of detergent alkylate of the ARCO ATRECO Refinery is sold.

C. PRODUCTS SUPPLY. ARCO will make the necessary product exchange arrangements in order to supply BP a minimum of 30,000 barrels per day of petroleum products, excluding petrochemicals (and if requested by BP at the option of ARCO, any greater amount), for the Northeast Marketing Area from the Colonial Pipeline for a term of five years from Closing and, unless cancelled by either party on not less than six months' notice, from year to year thereafter, or until BP has attained 30,000 barrels a day throughput in the Colonial Pipeline, whichever occurs sooner. ARCO will deliver to BP at the SINCLAIR Refinery for a period of two years from Closing and, unless cancelled by either party on not less than six months' notice, from year to year thereafter, up to 50,000 tons per year (or if available to ARCO up to 70,000 tons) of lube blend stocks together with all additives necessary for the production of lubricating oils of the type produced at the SINCLAIR Refinery as at the date hereof, and, for a period of one year after Closing, shall arrange for the supply in bulk to BP of motor oils, lubricants, tires, batteries, accessories and other products, excluding petrochemicals, now being sold by SINCLAIR in the ordinary course of its business in the Northeast Marketing Area, as and when BP may request.

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D. TRANSPORTATION.

1. *Crude oil pipelines.* In accordance with a pipeline management contract, ARCO or APL will operate the southwestern pipeline facilities sold to a subsidiary of BP hereunder for one year after the Pipeline Closing provided, however, if BP shall require APL to continue to operate such pipeline facilities for BP for an additional period, BP shall so advise ARCO by June 30, 1969.

2. *Ships.* ARCO will time charter to BP, U. S. flag tanker tonnage not to exceed 120,000 dwt. for a period ending, except for the completion of voyages, on December 31, 1969 for a mutually agreeable charter rate reflecting current prices for similar charters. To the extent necessary the tankers "P. C. SPENCER," "P. W. THIRTLE," "SINCLAIR TEXAS" and such other tanker capacity designated by ARCO shall be used in fulfilling the obligation hereunder. Such named tankers shall be held available exclusively for BP's purposes; provided, however, that if these arrangements cause financial hardship to ARCO, ARCO and BP will consult for purposes of equitably adjusting their obligations under these arrangements. BP shall have the option, to be exercised on or before September 30, 1969, to enter into a long-term charter of such tankers with ARCO or to designate a third person to whom ARCO shall sell such tankers. BP shall also have the option, to be exercised at least three months prior to the termination of the existing charter to MSTS, to charter the "J. E. DYER". The vessels shall be chartered or purchased at the then current fair market charter hire or purchase price for similar vessels.

3. *Communications.* APL shall arrange, at a mutually agreeable cost to BP, for necessary communications service for the operation of the Midland-Atreco Trunk Line.

4. *Delaware Bay.* ARCO shall use its best efforts to enable BP to participate in the Delaware Bay Feasibility Study Group.

5. *Atlantic Pipeline.* BP will utilize the Atlantic Pipeline for the purpose of transporting products into upstate New York, provided that such use is competitive with alternative means of transportation.

E. Unless otherwise provided hereunder: any supplies arranged for by ARCO under this Section shall be delivered to BP at the point of manufacture if supplied by ARCO and if not supplied by ARCO at the point where ARCO or its designees obtain delivery thereof; prices to be paid by BP for products manufactured by ARCO shall be ARCO's prices in effect on the date of delivery for the same class of trade; and all prices shall include applicable transportation charges to points of delivery to BP.

F. GENERAL. Requests by BP for supplies under this Section shall be made sufficiently in advance of proposed delivery dates to permit ARCO to arrange for the supplies requested. If ARCO is unable to make adequate supply arrangements as requested it will give prompt notice to BP and ARCO shall continue to give reasonable assistance to BP in arranging for its supply requirements.

G. In the event that ARCO, APL or SPL is unable to transfer any pipeline transportation facilities to BP as contemplated hereby, ARCO shall arrange to provide BP with other transportation facilities or services in lieu thereof and shall reimburse BP for any extra costs to BP resulting therefrom and shall make an equitable adjustment for loss of anticipated profits, if any.

IV. INVENTORIES

A. ARCO shall sell to BP all ARCO's interest in and to inventories of petroleum products, TBA, and other merchandise of the types now being sold by SINCLAIR in the ordinary course of its business and, as of Closing, located in the Assets in the Northeast Marketing Area and in all inventories

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of crude oil, petrochemical products, tetraethyl lead and other liquids, either produced by or used as feed stock for the refineries, liquids used for blending or as additives, petroleum products and intermediates used by and located in refinery tankage at the refineries to be sold to BP hereunder or used by and located at leased or other facilities being used by ARCO for storage of such inventories for use at such refineries. All such inventories shall be valued as follows:

1. All inventories of petroleum products (including inventories located at refineries and such other facilities) (but excluding petrochemicals) will be valued at the Gulf Coast cargo prices posted at Closing in Platts' Oilgram plus applicable transportation charges from the Gulf to point of delivery to BP and less ¼¢ per gallon, except as provided in the next paragraph.

2. All inventories of residual fuel oil at the ARCO ATRECO Refinery shall be valued at $1.40 per barrel, and all inventories of residual fuel oil at the SINCLAIR Refinery shall be valued at the contract price for supply from such Refinery, excluding any transportation charges, at Closing.

3. Crude oil at the ARCO ATRECO Refinery and such other facilities shall be valued at the Southwest posted price plus applicable transportation charges to the point of delivery to BP.

4. Domestic crude oil at the SINCLAIR Refinery and its associated facilities will be valued at a price to be agreed to by the parties on a grade-by-grade basis. Foreign crude oil at the SINCLAIR Refinery shall be valued at $ per barrel.

5. All inventories of TBA shall be valued as of Closing at ARCO's buying price as at Closing.

6. Inventories of petrochemicals shall be valued as of Closing at prices published on the date of Closing in the *Oil, Paint and Drug Reporter*.

7. All inventory in pipelines shall be valued at zero, the actual value of such inventory being included in the $300,000,000 purchase price prescribed in Section XII.

8. All other inventory (including refinery supplies and feedstocks) shall be valued as of Closing related to the value of the finished products, less ARCO's processing cost, and less ¼¢ per gallon.

9. "Point of delivery," as used in this subsection A, shall mean the place where inventories are located at Closing.

C. GENERAL. The amount to be paid by BP for the inventories shall be added to the total purchase price prescribed in Section XII and shall be paid in cash with interest at the rate of 7% per annum from Closing. Principal and interest shall be payable six months after Closing.

D. ARCO shall sell to BP all of ARCO's interest as of Closing in and to:

1. Crude oil owned by ARCO and in the possession of APL for delivery at the ARCO ATRECO Refinery.

2. Petroleum products owned by ARCO and in the possession of Laurel Pipeline Company, Colonial Pipeline Company, and SPL for delivery and use in the Assets in the Northeast Marketing Area.

E. The value of the inventories described in subsection D above is included in the $300,000,000 purchase price described in Section XII.

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V. Personnel and Labor Contracts

Some of the Assets to be transferred to BP are managed, operated and maintained by employees of ARCO, Sinclair, APL or SPL. These employees are compensated at established wage and salary rates; they participate in certain employee benefits described in Column 2 of Exhibit H annexed hereto; and they have certain employee rights and privileges arising out of the employment practices and working conditions in effect at these locations. Additionally, some of these employees, as members of established bargaining units, have certain rights and privileges arising out of the terms and conditions of employment established by existing labor agreements negotiated by duly recognized bargaining representatives.

A. BP agrees to offer employment to all employees of ARCO assigned to and necessary for the operation of any of the Assets on the Transfer Date for such Assets and where practicable to use its best efforts to offer employment to all other employees who cease to be employed by ARCO, APL or SPL, as the case may be, by reason of the sale of the Assets to BP or by reason of the termination of the management contract or of the crude oil pipeline operating agreement described in Section III and who are necessary to make the operation of the Assets a viable business enterprise. The employment offer will be at not less than the level of wages, working conditions, employee benefits and practices then applicable to them, except for stock option plans.

B. ARCO shall use its best efforts to make available to BP or its subsidiaries the staff necessary to make the operation of the Assets a viable business enterprise from persons employed by ARCO, Sinclair, APL or SPL.

C. BP agrees to give full recognition to the employment service with ARCO, Sinclair, APL or SPL, as the case may be, of all transferred employees in respect to their eligibility for employee benefits and privileges, including (but not limited to) sick leave, vacations, holidays, and other absences with pay.

D. BP agrees to recognize all established bargaining units insofar as said bargaining units cover and include the locations and properties to be conveyed to BP. BP further agrees to assume the obligations of ARCO, Sinclair, APL or SPL, as the case may be, to bargain collectively with the duly recognized representatives of the employees at these locations.

E. Where existing labor agreements cover employees at the Assets to be conveyed, BP will assume the obligations of ARCO, Sinclair, APL or SPL, as the case may be, under all such agreements to the extent that the agreements are applicable to said locations.

F. Certain applicable labor agreements contain severance pay provisions for employees laid off on a permanent basis. BP agrees to use its best efforts so that ARCO, APL and SPL shall not incur any liability for payment to employees of ARCO, APL and SPL as at the Closing or as at the Pipeline Closing and thereafter hired by BP.

G. BP recognizes that certain labor agreements to which ARCO, Sinclair, APL, or SPL are parties are open at the present time for the purposes of collective bargaining. ARCO, Sinclair, APL and SPL may be required to grant wage increases and changes in terms and conditions of employment as a result of these negotiations in order to reach agreement with the employees' collective bargaining representatives and in order to fulfill its legal obligation to bargain in good faith. ARCO agrees that such negotiations will be conducted in good faith and that the employers will use their best efforts to arrive at the most satisfactory terms reasonably obtainable.

VI. Employee Benefit and Benefit Plans

Prior to the time that any employees of ARCO or any of its subsidiaries become employees of BP or any of its subsidiaries, BP will establish the employee benefits and benefit plans required to be established by Section V, including, without limiting the foregoing, the benefits and benefit plans described in Column 1 of Exhibit H.

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The benefit plans so established shall provide that each employee of ARCO or its subsidiaries meeting the eligibility requirements of the benefit plans of ARCO or its subsidiaries who accepts employment with BP or a subsidiary of BP shall immediately become a member of the benefit plan of BP or its subsidiaries comparable to the benefit plan of ARCO or its subsidiaries of which such employee is a member.

The benefits and benefit plans so established by BP shall afford benefits to each employee of ARCO and its subsidiaries commencing on the date of transfer of employment to BP or its subsidiaries substantially equal to the benefits enjoyed by such employee as of the last day of his employment with ARCO or its subsidiaries under the comparable benefit plans and other benefits of ARCO or its subsidiaries. The employment service recognized by ARCO or its subsidiaries for each such employee shall be recognized by BP and its subsidiaries for all purposes with respect to all such benefits and benefit plans, including determination of eligibility. Benefits and benefit plans of BP and its subsidiaries and benefits and benefit plans of ARCO and its subsidiaries which are comparable for the purpose of this Section VI are those that are identified and shown opposite each other under Columns 1 and 2 in Exhibit H.

ARCO and BP agree that in working out the handling of benefit plans by ARCO and BP for those employees of ARCO or its subsidiaries who accept employment with BP or its subsidiaries that it is desirable to minimize for such employees the tax liability that may result from such handling and that it is desirable to prevent the discontinuance of benefits to which such employees are entitled at the time of their transfer of employment.

ARCO shall assume the obligation for retirement benefits with respect to the service with ARCO, SINCLAIR, APL or SPL, as the case may be, of employees transferred from the retirement plans of ARCO and SINCLAIR to the retirement plan to be established by BP. ARCO and BP shall use reasonable efforts to agree upon amounts to be transferred from the ARCO and SINCLAIR retirement plans to the retirement plan to be established by BP to fulfill such obligation of ARCO and if they fail to agree on such amounts, the funds shall be retained in the ARCO and/or SINCLAIR plans. If ARCO and BP agree to a transfer of such funds it shall be made on the conditions that the transfer will not result in adverse tax consequences under the provisions of the Internal Revenue Code of 1954, as amended, and that the funds so transferred will continue to be used for the benefit of such transferred employees. Any transfer of funds must be made in a manner that (1) will not affect the continued qualification of the ARCO and SINCLAIR retirement plans under Section 401 of the Internal Revenue Code of 1954, as amended, (2) will not constitute a partial termination of those plans, and (3) will not affect the qualification of the BP retirement plan to be established. With respect to the benefit plans that BP is required to establish under this Section, BP shall use its best efforts to include provisions that will assure a continuation of the existing tax treatment of the benefits now available to such transferred employees under the ARCO and SINCLAIR retirement plans.

BP shall make prompt application to the United States Internal Revenue Service and take such further action that may be necessary to receive a favorable determination that the BP employee retirement plan and the BP employee savings plan qualify under Section 401 (a) of the Internal Revenue Code.

VII. ACCOUNTS RECEIVABLE

BP shall purchase from ARCO accounts receivable on ARCO's books as of Closing of bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the SINCLAIR Refinery and the ARCO ATRECO Refinery, regardless of billing address, and the accounts receivable on ARCO's books as of Closing of all the customers for petrochemicals produced in the Assets being purchased by BP, regardless of billing address, and all other trade accounts receivable on ARCO's books as of Closing and arising out of SINCLAIR's petroleum business in the Northeast Marketing Area, having billing addresses in the Northeast Marketing Area. The accounts transferred to BP shall include but shall not be limited to the following types of accounts with billing addresses in

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the Northeast Marketing Area: retail credit card accounts, retail home heat and burner service accounts, commercial consumer gasoline accounts, service station dealer accounts and wholesale accounts of petroleum and TBA resellers. Such accounts receivable shall not include accounts receivable on ARCO's books as of Closing of bulk consumers, having billing addresses in the Northeast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery, or accounts receivable on ARCO's books as of Closing of customers, having billing addresses in the Northeast Marketing Area, of petrochemicals produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery.

BP shall pay ARCO for such accounts receivable an amount equal to the net balance of such accounts as of Closing after deducting a reserve for bad debts. Such reserve shall be determined in accordance with generally accepted accounting principles. The amount to be paid for the accounts receivable shall be added to the total purchase price prescribed in Section XII and shall be paid in cash, with interest at the rate of 7% per annum from Closing. Principal and interest shall be payable six months after Closing.

All payments received by ARCO subsequent to Closing on accounts receivable purchased by BP and shall be for the account of BP. Not less frequently than once a month after Closing, ARCO shall pay over to BP such payments received and shall report to BP the balances in such accounts as reflected on ARCO's books.

For purposes of identifying and valuing the accounts receivable described in the first paragraph of this Section, Closing shall be deemed to mean the close of all cycles of ARCO's cycle billing commencing on the date described in Section I as the Closing.

ARCO and BP shall agree on equitable apportionments of accounts receivable of so-called national or regional accounts of SINCLAIR prior to the merger whose contracts are assigned in whole or in part to BP under section VIII. ARCO shall assist BP in obtaining all consents from governmental accounts necessary to effectively sell and assign such accounts receivable to BP.

BP or its subsidiary shall purchase from APL and SPL, respectively, accounts receivable from shippers for shipments completed prior to the Pipeline Closing at the balance of such accounts as of Pipeline Closing. The amount to be paid for such accounts receivable shall be added to the total purchase price prescribed in Section XII and shall be paid to APL and SPL in cash, with interest at the rate of 7% per annum from Pipeline Closing. Principal and interest shall be payable six months after Pipeline Closing.

APL and SPL and BP or its subsidiary shall agree on equitable apportionments of transportation charges receivable from shippers under existing tariffs for shipments tendered and received for transportation but not delivered prior to the Pipeline Closing.

VIII. CONTRACTS

A. ***Customer Contracts.*** ARCO shall assign to BP all contracts for the sale to bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the SINCLAIR Refinery and the ARCO ATRECO Refinery, regardless of billing address, all contracts for sale to customers of petrochemicals produced in the Assets, regardless of billing address, and all other contracts for the sale by SINCLAIR of petroleum products to SINCLAIR customers whose billing addresses are in the Northeast Marketing Area, together with all other contracts pertaining to the relationships between SINCLAIR and said customers. Such contracts shall not include contracts for the sale to bulk consumers, having billing addresses in the Northeast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery, or contracts with customers, having billing addresses in the Northeast Marketing Area, for the sale of petrochemicals produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery.

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ARCO shall also assign to BP, without recourse, all evidences of indebtedness evidencing loans made by SINCLAIR or ARCO to customers whose contracts are assigned to BP and all security agreements executed as collateral security for such loans.

ARCO shall endorse such evidences of indebtedness to BP and shall execute in favor of BP, in form for filing or recording, assignments of the security agreements or evidences of such assignments as may be reasonably satisfactory to counsel for BP.

B. *Crude Exchange Contracts under Oil Import Quota Program.* ARCO will assign to BP SINCLAIR's rights under any outstanding contracts subject to Section 17 of Oil Import Regulation I, as it is now or may hereafter be revised or amended, providing for exchange of foreign crude oil for domestic crude oil during calendar year 1969 for crude supply to the SINCLAIR Refinery. BP will assume all of SINCLAIR's commitments to acquire foreign crude or purchase SINCLAIR's foreign crude oil that has been reserved by SINCLAIR for sale to inland refiners who are parties to exchange contracts involving foreign oil imported under an allocation issued pursuant to Section 10 of said Oil Import Regulation I.

C. *Other Sinclair Contracts.* Except as provided in paragraphs A, D and F of this Section, ARCO shall assign to BP all other contracts relating to the conduct of SINCLAIR's petroleum business in the Northeast Marketing Area, including but not limited to real estate leases, service station purchase agreements, construction contracts and credit card exchange agreements, and all warranties and guarantees of contractors and equipment suppliers for the benefit of the Assets.

D. *Product Exchange Agreements.* ARCO shall assign to BP SINCLAIR's product exchange agreements providing for delivery and receipt of petroleum products by SINCLAIR in the Northeast Marketing Area. No other product exchange agreements shall be assigned by ARCO to BP.

E. *Relations with Customers.* It is the intent of the parties that the transfer of the Assets pursuant hereto shall be on a "going business" basis. ARCO will use its best efforts to assure that the retailer and wholesaler customers of SINCLAIR in the Northeast Marketing Area whose accounts are transferred to BP pursuant hereto shall become the customers of BP at the Closing. BP agrees to continue to offer to supply after Closing petroleum products to all customers whose supply contracts are assigned by ARCO to BP hereunder.

F. *General.* If any contracts to be assigned also relate to SINCLAIR's petroleum business outside the Northeast Marketing Area, ARCO shall assign to BP such portions of said contracts as relate to said area. If any such contracts are not divisible so as to be partially assignable, they shall be assigned to BP only if they relate to SINCLAIR's petroleum business within the Northeast Marketing Area to a greater extent than to such business outside the Northeast Marketing Area.

If any contracts to be assigned hereunder also provide for the sale of petrochemicals or the products sold to bulk consumers first described in Section VIIIA produced in part at facilities other than the Assets, ARCO shall assign to BP such portions of said contracts as relate to the Assets. If any such contracts are not divisible so as to be partially assignable, ARCO shall use its best efforts to obtain for BP separate contracts relating solely to the Assets, or if separate contracts cannot be obtained, ARCO shall offer to purchase from BP at the contract price, less ARCO's costs to fulfill the delivery, the quantities of petrochemicals products that would have been produced at facilities included in the Assets for delivery under such contracts.

Except as otherwise specifically provided herein, ARCO makes no representation or warranty concerning the validity or enforceability of any such contracts.

IX. OIL IMPORT QUOTA

A. BP agrees that ARCO retains all present and future rights to receive allocations of imports of crude oil and unfinished oils into Districts I-IV of the United States to the extent that such allocations are determined by reference to the combined crude oil imports allocations of ARCO and SINCLAIR

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for the last allocation period of the Voluntary Oil Import Program under Section 10 (c) (1) of the United States Department of the Interior's Oil Import Regulation 1, as heretofore and hereafter revised and amended.

B. ARCO agrees, to the extent permitted by said Oil Import Regulation 1, to place BP in a position for calendar year 1969 (or that part thereof following Closing), substantially equivalent to the position to which BP would have been entitled if it had had base period (i.e., the year ended September 30, 1968) inputs qualifying under Section 10(b) of said Oil Import Regulation 1, as it may hereafter be revised and amended, in an amount of the inputs to the SINCLAIR Refinery and the ARCO ATRECO Refinery, as certified under said Regulations.

C. ARCO's obligation under the preceding paragraph B shall be subject to a reduction equal to whatever allocation of imports of crude oil and unfinished oils into Districts I-IV of the United States for allocation period 1969 that BP may receive for its own account from the United States Government, it being understood that, for such allocation period, BP shall make every effort to obtain the largest possible allocation.

X. Title to Assets

As to each of the Assets owned by ARCO at Closing, ARCO shall have good and marketable title, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value r present use of the Assets subject thereto or affected thereby, or otherwise materially impair present business operations. As to each of the Assets leased by ARCO at Closing, each instrument of lease shall be a valid and subsisting lease for the unexpired term thereof and ARCO shall not be in default thereunder and the leasehold estate created thereby shall be subject only to the terms and conditions of such lease and the matters referred to in the preceding sentence. Title to the Pipeline Assets shall be free and clear of all mortgages or other liens securing indebtedness for borrowed money. To the best of ARCO's knowledge, no claim or action is presently pending or threatened which would prevent or materially impair the use of the properties occupied by the Pipeline Assets for the operation or maintenance of the Pipeline Assets.

XI. Risk of Loss

BP shall bear the risk of loss of the Assets by casualty or condemnation on and after the Closing and shall be entitled to any and all insurance proceeds or condemnation awards collectible by reason of any casualty or condemnation occurring after Closing. If any of the property included in the Assets is damaged or condemned prior to Closing to only an immaterial extent, the purchase price shall not be abated and ARCO shall pay, or assign the rights to collect, to BP the insurance proceeds or condemnation award, if any, payable in respect thereof. If any of he property included in the Assets is damaged or condemned prior to the Closing to any material extent, ARCO at its option shall either pay to BP the reasonable cost of restoration of the property to substantially its condition immediately prior to such damage or condemnation or at its own expense promptly restore the property to substantially its condition immediately prior to such damage or condemnation. At its cost and expense, ARCO shall maintain and keep in force until Closing such insurance on the Assets as is in effect on the date of execution of this Agreement except for non-material changes in the ordinary course of business in such insurance coverage. At its sole expense, BP (with the consent of ARCO which shall not be unreasonably withheld) may obtain such other insurance as BP deems necessary.

XII. Purchase Price

The total purchase price for the Assets is Three Hundred Million ($300,000,000) United States Dollars plus the amounts prescribed in Sections IV and VII, subject, however, to reduction as provided

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in subsections D, E and F of this Section XII. The purchase price shall be paid to ARCO and to APL and SPL in accordance with the following terms:

A. BP shall execute and deliver respectively to ARCO, APL and SPL promissory notes in principal amount equal to Three Hundred Million ($300,000,000) United States Dollars, less the aggregate of all reductions pursuant to subsections D, E and F of this Section XII. BP shall deliver to ARCO notes the principal amount of which is equal to one-half of the part of the purchase price payable to ARCO as and when both the SINCLAIR Refinery and the ARCO ATRECO Refinery have been transferred to BP and shall deliver the balance of the notes payable to ARCO on January 1, 1970 unless a substantial portion of the Assets have not then been transferred to BP. BP shall deliver the notes payable to APL and to SPL at the Pipeline Closing. The notes shall be payable in six equal annual installments, the first of which shall be payable on the earlier of December 31, 1972 and the date six months after the first shipment of commercial quantities of crude oil by BP or for BP's account on the North Slope Area of the State of Alaska and the others on each of the first five anniversaries of the date for the first payment. BP shall advise ARCO when such first shipment is made. The notes shall bear interest at the rate of 7% per annum from the Closing and the Pipeline Closing, respectively, payable annually on the anniversary of the Closing and the Pipeline Closing, respectively. Each installment of interest shall be payable in cash, or, at the option of BP in the case of each installment payable prior to the date for the first mandatory installment payment of principal, by a note or notes of like tenor to the notes to be delivered in payment of the purchase price, in an aggregate principal amount equal to such installment of interest. BP may prepay the notes at any time or from time to time, without premium, on not less than 10 days' notice to the holder of the note or notes to be prepaid. Said notes shall be in the form of Exhibit I. The number and denomination of the notes shall be as designated by ARCO and its subsidiaries prior to their issuance. ARCO warrants that the acquisition of the notes by itself and its subsidiaries shall be for their own respective accounts for investment and not with a view to resale or distribution. Following the issuance of the notes ARCO and its subsidiaries shall have the right and privilege of substituting any or all of the notes held by them for notes of different denominations (but in no case of a denomination less than $100,000) from time to time and BP shall effect each such substitution as promptly as practicable when so requested by ARCO or any of its subsidiaries, at the expense of the holder making the request.

B. BP shall execute and deliver to ARCO a credit agreement in the form of Exhibit J, attached hereto and made part hereot.

C. The portion of the purchase price represented by the amounts prescribed in Sections IV and VII shall be paid as specified therein.

D. If the number of operating service stations sold to BP at Closing as to which ARCO holds title in fee or owns the service station improvements is less than 363, the purchase price shall be reduced by an amount equal to $100,000 multiplied by the excess of 363 over the number of such stations so sold. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leases having a minimum initial term of 10 years is less than 905, the purchase price shall be reduced by an amount equal to $50,000 multiplied by the excess of 905 over the number of such stations so assigned. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leaseshaving an initial term of one year is less than 753, the purchase price shall be reduced by an amount equal to $10,000 multiplied by the excess of 753 over the number of service stations so assigned. For purposes of this paragraph, operating service stations shall include stations the operations of which are temporarily suspended. The service stations located in Virginia shall not be counted for purposes of this paragraph D.

E. If the aggregate of the branded retail dealer and branded distributor sales of gasoline in the Northeast Marketing Area by SINCLAIR for 1968 is less than 744,000,000 gallons, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved.

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F. If ARCO does not deliver to BP the common stock of Mid-County Chemical Co. owned by it because it does not obtain the consent of Union Oil Corporation, the purchase price shall be reduced by $2,500,000.

XIII. Taxes, Utilities, Assessments and Other Adjustments

ARCO and BP agree that:

A. All real estate, personal property or other ad valorem taxes assessed against any of the Assets will be pro-rated as of Closing, which term for purposes of this Section XIII shall include the Pipeline Closing, where appropriate.

B. All assessments, both general and special, that are assessed or levied on any of the Assets, that are not payable at or prior to Closing, or installments of which are payable after Closing, will be paid or assumed by BP.

C. All charges for water, gas, electricity, sewer or other utility services will be pro-rated as of Closing.

D. BP shall indemnify and save harmless ARCO from the payment of any tax which the United States Government may successfully impose under the provisions of Section 4911 (the Interest Equalization Tax) of the Internal Revenue Code of 1954, as amended.

E. All rents payable to ARCO, when, as and if collected, and all rents payable by ARCO, will be pro-rated as of Closing.

F. BP shall assume liability for progress payments to be made after Closing under construction contracts directly relating to the Assets.

G. All refundable deposits, escrow funds, prepaid expenses and similar items shall be equitably adjusted between the parties as of Closing.

All apportionments and adjustments in respect of any property included in the Assets shall be made at the Transfer Date for such property.

XIV. Bulk Sales

BP hereby waives compliance by ARCO with provisions of the Uniform Commercial Code or other statutes relating to the bulk transfer of property. ARCO agrees that it shall pay or otherwise lawfully discharge, contest, or litigate all claims or liabilities asserted against it or the Assets by reason of failure to comply with such laws, and ARCO will indemnify and hold BP harmless from and against any and all such claims by any creditor of ARCO.

XV. Covenants and Agreements

A. ARCO hereby covenants and agrees that:

1. ARCO will take, and APL and SPL will take, all corporate and other action required by or on the part of ARCO, APL or SPL to fulfill their obligations under this Agreement (including the Exhibits hereto) and to effect the transfer of the Assets to BP.

2. From the date of this Agreement until the Closing or the Pipeline Closing, respectively, ARCO, APL and SPL will operate the Assets only in the ordinary course of business and take all reasonable action to prevent any substantial injury or loss to or diminution in the value of the Assets, including without limiting the foregoing, the goodwill related to the Assets.

3. From the date of this Agreement until the Closing or the Pipeline Closing, respectively, neither ARCO, APL nor SPL will sell, assign, transfer, pledge or encumber any of the Assets nor

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permit the same to be encumbered except for the sale, in the usual course of business, of inventories and properties normally sold in the usual course of business.

4. Between the date of this Agreement and the Closing or the Pipeline Closing, respectively, neither ARCO, APL nor SPL will increase the wage rate or salaries of any employees, except in the usual course of business or pursuant to existing contractual obligations or obligations resulting from negotiations on contracts with collective bargaining units which have been terminated, or will terminate prior thereto.

5. ARCO shall indemnify and hold harmless BP, or any subsidiary of BP acquiring title to any of the Assets, from any claim, action, demand, loss or liability accruing prior to the Closing and arising from the ownership or the operation of the Assets or under or relating to the leases, contracts, licenses or other agreements assigned to BP or one of its subsidiaries.

B. BP hereby covenants and agrees that:

1. BP will take all corporate and other action required by or on the part of BP to fulfill its obligations under this Agreement (including the Exhibits hereto) and to effect the purchase and transfer of the Assets and to pay the purchase price therefor.

2. As soon as is reasonably possible, BP shall cause to be organized a corporation qualified to accept the transfer of and to operate the Pipeline Assets and BP shall cause such corporation to fulfill all of the obligations with respect thereto as are required by this Agreement and BP shall obtain or cause such corporation to obtain all consents, permits and approvals from public authorities that are reasonably required for the operation thereof.

3. BP shall cooperate with ARCO to obtain releases of ARCO, APL or SPL from all liabilities accruing after the Closing or the Pipeline Closing under the leases, contracts, licenses or other agreements assigned to BP or one of its subsidiaries pursuant hereto, but without expense to BP.

4. As of Closing or the Pipeline Closing, BP shall assume the obligations of ARCO (or in the case of pipeline facilities owned by APL or SPL, cause one of its subsidiaries to assume the obligations of APL or SPL) under all of the leases, contracts, licenses or other agreements assigned to BP or a subsidiary pursuant hereto.

5. BP shall indemnify, defend and hold harmless ARCO, APL and SPL against all claims, actions, demands, losses or liabilities arising from the ownership or the operation of the Assets or arising under or relating to any lease, contract, license or other agreement assigned to and assumed by BP or a subsidiary of BP and accruing from and after Closing or the Pipeline Closing, except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO, APL or SPL or the failure by ARCO, APL or SPL to comply with their respective obligations under the management contract described in Section I or under the terms of this Agreement relating to functions assumed by ARCO, APL and SPL subsequent to the Closing or the Pipeline Closing.

XVI. Warranties and Representations

ARCO hereby warrants and represents that:

A. All salaries and wages being paid to employees of ARCO and to Sinclair comply with all minimum wage and hour requirements of federal, state and local law.

B. The capital stock of the subsidiaries described in Section I-D, was validly issued and is fully paid and non-assessable.

C. The information concerning ARCO and Sinclair contained in Appendices B through E to the agreement dated November 15, 1968 between ARCO and BP do not contain an untrue

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statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

D. The execution and delivery of this Agreement by ARCO and the consummation by ARCO of the transactions contemplated hereby will not conflict with, or constitute a default under, any agreement or other instrument by which ARCO is bound or the charter or by-laws of ARCO, or any law, order, rule or regulation, writ, injunction or decree of any government, governmental instrumentality or court having jurisdiction over ARCO or SINCLAIR or any of its or their property. ARCO, SINCLAIR, APL and SPL have complied and are complying in all material respects with all applicable statutes, orders, rules and regulations promulgated by governmental authority relating to the operation and conduct of the Assets intended to be transferred to BP hereunder.

XVII. AUDIT

ARCO hereby agrees to permit, or to obtain such consents as it can reasonably obtain to permit, BP and its accountants, counsel and other representatives to have full access to the Assets at all times during normal business hours after the execution of this Agreement, to the extent permitted by law. Subject to obtaining such consents, ARCO agrees to permit BP to examine such records and documents and to furnish BP with such information as it may reasonably request to enable BP to evaluate the Assets.

Subsequent to Closing ARCO and BP shall furnish to the other party, or allow the other party reasonable access to, their respective records, invoices, documents and other related material that may be reasonably necessary to adjust the accounts of the parties.

The Assets described in Sections IV, VII and VIII shall be audited and established by Certified Public Accountants. If ARCO and BP agree on a single firm of Certified Public Accountants for the purpose, the cost of their services shall be shared equally by ARCO and BP. If ARCO and BP each select different firms for the purpose, each shall bear the cost of the services of the firm selected by it.

All information received pursuant to the provisions of this Section XVII shall be treated as confidential and may not be divulged except pursuant to legal process or as it may have otherwise become public.

The provisions of this Section are subject to such limitations as Counsel for ARCO or Counsel for BP may consider necessary in order to comply with any Federal, State or local law, ordinance or regulation.

XVIII. PROCESSING AND THROUGHPUT AGREEMENTS

A. *Processing Agreements.* BP shall process crude oil for ARCO at the ARCO ATRECO Refinery to the extent of the excess capacity of such Refinery, the excess output being estimated to consist of approximately 30,000 barrels per day, and ARCO agrees to deliver sufficient crude oil to such Refinery for that purpose. The fees to be charged by BP to ARCO shall be an amount calculated by dividing the total operating costs of such refinery (excluding the operating costs of the detergent alkylate plant) but including depreciation and an appropriate factor to be agreed to reflect escalation in labor costs by the total number of barrels run at such refinery and multiplying the resulting quotient by the number of barrels processed for ARCO. It is the intention of the parties that the term of this arrangement shall be five years after Closing, but either party may terminate this arrangement at the end of three years after Closing on not less than one year's notice. The parties shall determine from time to time the specific amounts of the products to be refined. BP will satisfy ARCO's quality requirements for regular gasoline, premium gasoline and furnace oil.

B. BP shall process lube blend stock for ARCO at the SINCLAIR Refinery, and ARCO agrees to deliver lube blend stocks to such Refinery for that purpose. The fees to be charged by BP to ARCO and the period during which this arrangement shall continue shall be as the parties shall from time to time determine. The parties shall determine from time to time the specific amounts of the products to be produced. BP will satisfy ARCO's quality requirements for such products.

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C. *Throughput Agreement.* BP shall throughput petroleum products for ARCO at the Tremley Point, New Jersey, Washington, D. C., and Baltimore, Maryland terminals (located on the Colonial Pipeline) and the Charlotte and Greensboro, N. C. terminals (located on the Plantation Pipeline) to be transferred to BP hereunder, in accordance with appropriate product throughput arrangements to be entered into by BP and ARCO.

BP shall throughput for ARCO petrochemicals at any of the Assets where SINCLAIR stored such products prior to Closing, at a fee and for a period of time to be mutually agreed upon.

XIX. CONDITIONS TO CLOSING

A. The obligation of ARCO to sell and transfer the Assets hereunder is subject to the following conditions precedent:

1. BP shall have performed all obligations required by this Agreement to be performed prior to Closing.

2. ARCO shall have received prior to Closing, in the case of BP, and prior to the Pipeline Closing, in the case of the subsidiary, a certified copy of a resolution duly adopted by the Directors of BP and of the subsidiary of BP, approving the purchase of the Assets and, in the case of BP, authorizing the execution of this Agreement and all other documents incident hereto, including, without limiting the foregoing, the promissory notes described in Section XII.

3. All papers to be delivered hereunder shall be acceptable to counsel for ARCO.

4. The merger of ARCO and SINCLAIR shall be effective prior to Closing.

5. There shall be no litigation pending or threatened which, in the judgment of its Board of Directors, based upon the advice of its counsel, if adversely determined would cause the consummation of the sale of the Assets hereunder to involve a violation of law or of a court order.

6. ARCO shall have received a favorable opinion, dated as of Closing, from Shea Gallop Climenko & Gould, Counsel for BP, in form and substance satisfactory to ARCO and its Counsel, to the effect that: (i) BP has duly and properly taken all corporate action required to be taken by BP to authorize the performance of its obligations hereunder; and (ii) this Agreement is a valid obligation of BP, legally binding upon it in accordance with its terms. The opinion referred to in this paragraph shall also cover such other matters incident to the transaction herein contemplated as ARCO and its Counsel may reasonably request.

7. There shall have been received all approvals from governmental authorities necessary for the transfer of the Assets or any part thereof from ARCO or from any subsidiary of ARCO to BP or to any subsidiary of BP, or assurances acceptable to ARCO that such approvals shall be forthcoming as soon as reasonably possible after the Closing.

B. The obligation of BP to purchase the Assets hereunder is subject to the following conditions precedent:

1. The representations and warranties of ARCO herein shall be true as of the Closing with the same effect as though made at that time and BP shall have received such certificates and other evidence as it may reasonably request as to such matters and as to the performance by ARCO of its obligation hereunder.

2. ARCO shall have performed all obligations required by this Agreement to be performed prior to Closing.

3. BP shall have received prior to Closing a certified copy of resolutions duly adopted by the Directors of ARCO, APL and SPL, approving the sale of the Assets and, in the case of ARCO, authorizing the execution of this Agreement and all other documents incident hereto.

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4. All papers to be delivered hereunder shall be acceptable to counsel for BP.

5. The merger of ARCO and SINCLAIR shall have become effective by June 30, 1969.

6. There shall be no litigation pending or threatened which, in the judgment of its Board of Directors, based upon the advice of its counsel, if adversely determined would cause the consummation of the sale of the Assets hereunder to involve a violation of law or of a court order.

7. BP shall have received evidence satisfactory to its counsel that ARCO is authorized to act as agent of APL and SPL hereunder.

8. There shall have been received all approvals of governmental authorities which in the opinion of counsel for BP are necessary for the consummation of the transactions contemplated hereby.

9. BP shall have received a favorable opinion dated as of Closing, from Counsel for ARCO, to the effect that: (i) ARCO has duly and properly taken all corporate action required to authorize the performance of its obligations hereunder; (ii) this Agreement is a valid obligation of ARCO, legally binding upon it in accordance with its terms; and (iii) ARCO has and BP will receive valid marketable title to the shares of stock of the affiliates referred to in Section I-D, free and clear of all mortgages, liens, pledges, charges and encumbrances. The opinion referred to in this paragraph shall also cover such other matters incident to the transaction herein contemplated as BP and its Counsel may reasonably request.

XX. CLOSING AND TRANSFER OF ASSETS

A. The Transfer Dates shall be such dates after the Closing as ARCO and BP may agree. The delivery of the documents which transfer the Assets shall be made at such places and times as ARCO and BP may agree.

B. ARCO and BP shall share equally the cost of all sales, use, transfer, documentary stamp and similar taxes relating to the sale or transfer of the Assets.

C. On the Transfer Dates ARCO will deliver to BP such executed deeds, bills of sale, assignments and other instruments of transfer and conveyance as may in the opinion of counsel for BP be reasonably necessary or desirable to assign, transfer and convey the Assets to BP as contemplated hereby and otherwise to carry out the intent of this Agreement.

D. From time to time at the request of BP, whether at or after the last Transfer Date, ARCO will execute and deliver or cause to be executed and delivered such instruments and documents and take such other action as BP may reasonably request more effectively to assign, transfer and convey to BP any of the Assets and any other property or rights intended to be assigned, transferred or conveyed hereunder and to protect the right, title and interest of BP therein and the enjoyment by BP thereof and otherwise to carry out the intent of this Agreement. To the extent that the assignment of any contract to be assigned to BP pursuant to this Agreement shall require the consent of any person, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof, and ARCO shall use its best efforts to procure consents to the assignment of any contracts which require such consents.

If any such consent is not obtained, ARCO shall cooperate with BP in any reasonable arrangement designed to provide for BP the benefits under any such contract.

XXI. GENERAL

A. This Agreement cannot be changed or terminated orally.

B. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and no other person shall acquire or have any right under

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or by virtue of this Agreement. This Agreement shall not be assignable by either party without the prior written consent of the other party except that without such consent BP may assign its rights hereunder in whole or in part to any person subject to the provision of the credit agreement described in Exhibit J. No such assignment shall relieve BP of any of its obligations hereunder.

C. The representations, warranties, covenants, agreements and indemnities contained in or made pursuant to this Agreement will survive the Closing and the transfer of the Assets, notwithstanding any investigation.

D. If any provision of this Agreement is held to be unenforceable or illegal, all other provisions shall not be affected by such holding and shall nevertheless remain in full force and effect.

E. All notices pertaining to this Agreement shall be addressed to:

c/o
T. F. Bradshaw, President
Atlantic Richfield Company
717 Fifth Avenue
New York, N. Y.

c/o
C. P. B. Hardcastle, President
BP Exploration U.S.A., Inc.
620 Fifth Avenue
New York, N. Y.

and shall be deemed to have been duly given if delivered or mailed by certified mail, return receipt requested.

F. All representations, warranties, covenants and agreements and disclaimers made to or by ARCO under this agreement shall be considered also as having been made both for itself and for APL and SPL wherever appropriate in connection with APL's and SPL's interests and performance hereunder.

In Witness Whereof ARCO and BP have each caused this Agreement to be signed by duly authorized officers this day, year and month first written.

Atlantic Richfield Company

By T. F. Bradshaw

BP Exploration U.S.A., Inc.

By C. P. B. Hardcastle

E. C. Wellbaum

ATR000000280

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AGREEMENT FOR SALE OF ASSETS

BY

ATLANTIC RICHFIELD COMPANY

TO

BP EXPLORATION U.S.A., INC.

46-64-72 (A)

---

1. Agreement for Sale of Assets by Atlantic Richfield Company to BP Exploration U.S.A., Inc. dated December 18, 1968.

2. Exhibits A - J to Agreement for Sale of Assets by Atlantic Richfield Company to BP Exploration U.S.A., Inc. dated December 18, 1968.

3. Copy of Supplemental Agreement to Agreement for Sale of Assets by Atlantic Richfield Company to BP Oil Corporation dated February 20, 1969.

4. Second Supplemental Agreement to Agreement for Sale of Assets by Atlantic Richfield Company to BP Oil Corporation dated March 3, 1969.

5. Certificate executed by T. F. Bradshaw pursuant to Section XIX-B of the Agreement for Sale of Assets dated March 4, 1969.

6. Letter Agreement concerning the implementation of paragraph III-D 2 of the Agreement for Sale of Assets - dated March 4, 1969.

7. Letter Agreement, dated March 4, 1969, regarding Oil Import Quota.

8. Management Agreement between BP Oil Corporation and Atlantic Richfield Company dated March 4, 1969.

9. Credit Agreement dated March 4, 1969 between BP Oil Corporation and Atlantic Richfield Company.

10. Deed concerning real estate in the East Coast Marketing Area, Marcus Hook Refinery and the Atreco Refinery dated March 4, 1969.

11. Copy of Deed by Atlantic Pipe Line Company to BP Oil Corporation regarding land and premises situated in Jefferson County, Texas.

12. Copy of Deed by Atlantic Richfield Company to BP Oil Corporation concerning land and premises situated in Jefferson County, Texas.

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13. Copy of Assignment by Atlantic Richfield Company to BP Oil Corporation regarding Petroleum Product Exchange Agreements of Sinclair Oil Corporation.

14. Bill of Sale and Assignment dated March 4, 1969.

15. Assignment of Leases and Contracts by Atlantic Richfield Company to BP Oil Corporation dated March 4, 1969.

16. Assumption and Indemnity Agreement dated March 4, 1969.

17. Trademark License Agreement between Atlantic Richfield Company and BP Oil Corporation dated March 4, 1969.

18. Crude Oil Sales Agreement (Marcus Hook Refinery) between Atlantic Richfield Company and BP Oil Corporation dated March 4, 1969 regarding foreign and domestic crude oil.

19. Crude Oil Sales Contract (Atreco Refinery) between Atlantic Richfield Company and BP Oil Corporation dated March 4, 1969.

20. Copy of Sale Agreement of Lube Oil Blend Stocks (Marcus Hook Refinery) between Atlantic Richfield Company and BP Oil Corporation.

21. Motor Alkylate Agreement (Marcus Hook Refinery) by Atlantic Richfield Company to BP Oil Corporation dated March 4, 1969.

EXHIBIT A

MANAGEMENT CONTRACT

THIS AGREEMENT, made this day of , 1969, by and between BP Exploration U.S.A., INC. ("BP"), a Delaware corporation and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation ("ARCO").

WITNESSETH:

WHEREAS, BP has agreed to purchase certain property from ARCO pursuant to the agreement (the "Agreement") between ARCO and BP dated the 18th day of December, 1968; and

WHEREAS, it will be necessary for BP to establish an organization to operate the property to be acquired by it pursuant to the Agreement (such property being referred to in the Agreement and herein as the "Assets", as a separate and complete business entity, which BP intends to do as soon as possible; and

WHEREAS, ARCO is willing to assist BP in the operation of the Assets (other than the Pipeline Assets, as defined in the Agreement) until such time as BP has established an organization to operate the Assets, as herein provided, the parties hereby mutually agree as follows:

I. ARCO will use its best efforts to operate and maintain the Assets (other than the Pipeline Assets) as a viable and operating petroleum business and as a separate and complete business entity. The services of ARCO shall include, but not be limited to (1) providing personnel for the operation and maintenance of the Assets, (2) establishing and servicing all records and providing all administration services, including credit cards, reasonably necessary for the business,

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(3) providing sales and distribution personnel, and (4) all other services reasonably necessary to maintain the Assets as a going and viable business concern.

In any matter where BP gives specific instructions to ARCO, ARCO shall act in accordance therewith. In all other matters, ARCO shall act in accordance with its reasonable judgment, consistent with the intent and purpose of the Agreement. Anything herein or in the Agreement to the contrary notwithstanding, ARCO shall act only in accordance with specific instructions from BP in all matters involving management judgment relating to marketing activities, including pricing and credit terms to customers.

II. BP shall indemnify, defend and hold ARCO harmless against all claims, actions, demands, losses or liabilities arising out of or based on the performance by ARCO of its obligations hereunder, except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO or the failure by ARCO to comply with its obligations hereunder.

III. The parties agree that, subject to the limitations of ARCO's existing systems of accounting, machine record keeping and similar matters, ARCO shall provide BP with all relevant information concerning the conduct of the business and use its best efforts to meet any special requirements requested by BP. ARCO, subject to such limitations, shall provide such information at such times and in such detail as BP may reasonably request.

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IV. BP agrees that ARCO may commingle funds received on behalf of BP with its own funds and may make advances and other disbursements on BP's behalf that are reasonably necessary to operate the Assets. On or before the 15th day of each month, ARCO shall deliver to BP a statement of accounts hereunder as of the end of the preceding month, showing to the extent practicable receipts and disbursements by ARCO for the account of BP during the month, cash balances as of the end of the month, the amount due to ARCO pursuant to Section VIII hereof for such month and such other relevant financial information as ARCO and BP may from time to time agree, and BP shall promptly pay to ARCO, or ARCO shall promptly pay to BP, whatever amount is shown by such statement to be due from one to the other. BP shall have the right to examine the records of ARCO at such time and in such manner as it may reasonably request in order to verify the information in such statements.

V. All record keeping and accounting on behalf of BP shall be according to good accounting practices and as BP may from time to time direct.

VI. ARCO will arrange to place and maintain insurance on the Assets as and when directed by BP. In the absence of instructions from BP, ARCO shall place and maintain such insurance coverage as shall in the judgment of ARCO be suitable for properties of the character involved.

VII. ARCO shall be responsible for wages, salaries and other employee benefits of those employees on ARCO's payroll, who are assigned to do work or perform services as provided in this agreement for the benefit of BP.

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VIII. ARCO shall not be entitled to any fee for its services performed pursuant to this agreement, but BP shall reimburse ARCO for its actual cost of performing services for BP, including ARCO's indirect and direct costs. ARCO shall keep such records that are necessary for an allocation of costs between ARCO and BP and shall furnish such evidence as BP may reasonably require to substantiate its charges hereunder.

IX. ARCO shall have the right to execute on behalf of and for BP all contracts, deeds, leases and any other document, necessary or incidental to the operation of the Assets in the ordinary course of business. BP shall have the right to limit the exercise of ARCO's right to execute any such documents by written communication received by ARCO sufficiently in advance for ARCO to effectively notify its personnel.

X. ARCO shall have the right to employ, contract for or otherwise obtain contractors, agents or other personnel that may be necessary for the operation of the Assets.

XI. The term of this agreement shall be for one year with BP having the right to extend it on not less than one month's notice for a period of an additional six months if the termination of any services would in the judgment of BP cause undue hardship to BP. BP may at any time on not less than one month's notice to ARCO terminate any of the services of ARCO hereunder in order that BP may thereafter undertake such function for itself. Notwithstanding any such partial termination, this agreement shall remain in full force and effect with respect to all other services to be performed by ARCO hereunder.

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XII. Nothing herein shall supersede or limit any obligations undertaken by ARCO in the Agreement to provide services to or otherwise to assist BP in the operation of the Assets.

IN WITNESS WHEREOF, ARCO and BP have caused this Agreement to be signed by its duly authorized officers this day, year and month first written.

ATLANTIC RICHFIELD COMPANY

By _____

BP EXPLORATION U.S.A., INC.

By _____

_____

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EXHIBIT B

DESCRIPTION OF MARKETING PROPERTIES

Index:

A. Sinclair improved Service Stations

B. Sinclair Unimproved Station Sites

C. Sinclair District Office Buildings

D. Sinclair Bulk Plants

E. Sinclair Terminals

F. Other Sinclair Improved and Unimproved Real Estate

G. Sinclair Pending Marketing Proposals Affecting Existing Properties

H. Proposals for New Sinclair Station Sites

I. Arco Terminals Connected to Plantation Pipeline

J. Atlantic Richfield Marine Terminals

ATR000000309

A. SINCLAIR IMPROVED SERVICE STATIONS (As of Sept. 30, 1968)

		Owned	Leased
1.	Connecticut	4	6
2.	Delaware	2	23
3.	District of Columbia	11	14
4.	Maine	0	1
5.	Maryland	100	260
6.	Massachusetts	2	11
7.	New Hampshire	3	0
8.	New Jersey	40	277
9.	New York	126	518
10.	Pennsylvania	89	618
11.	Rhode Island	4	13
12.	Vermont	0	0
		381	1741

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B. SINCLAIR UNIMPROVED STATION SITES (Owned in fee as of Sept. 30, 1968)

1. Maryland

(a)	Annapolis	Cor. W. St. & La Fayette Ave.
(b)	Cantonsville (Balt.)	Federick Rd. & Delray Ave.
(c)	Bowie (Balt.)	Old Chapel Rd. & Rt. #197
(d)	Fork (Balt.)	Hartford Rd. & Sunshine Ave.
(e)	Dorsey (Balt.)	U. S. Hwy #1 & Meadowridge Ave.
(f)	Frederick	U. S. #40 & Blentlinger Rd.
(g)	Frederick	Hwy #355 & U.S. #15
(h)	Hagerstown	Salem & Central Aves.
(i)	Ashton	Route #108 & New Hampshire Ave.
(j)	Glendale	Glendale Rd. & Lanham-Severn Rd.
(k)	Laurel	Md. Hwy 198 & Laurel Raceway
(l)	Bel Air	State Hwy 197 & Old Chapel Rd.
(m)	Dorsey	I-95 & U. S. 1 at Meadowridge Rd.
(n)	Frederick	I-70 & Md. Rt. 355
(o)	District Heights	Marlboro & Brooks
	Overlea	Bel Air Rd. & Henry Ave.) Ground Lease
	Ellicott City	U.S. 40 & Normandy Dr.) " "

2. New Jersey

Asbury Park	N.E. Cor. Main St. & 4th Ave.

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3. New York

(a) Ridge, L. I. (Patchogue)	Rt. #25 & Giant Oak Rd.
(b) Rochester	835 E. Main at Prince St.
(c) Bronx	Bruckner Bldvd. & Virginia Ave.

4. Pennsylvania

Olyphant	Main & Lackawanna Sts.

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C. SINCLAIR DISTRICT OFFICE BUILDINGS

1.	Baltimore	Bank & Haven Streets Baltimore, Maryland
2.	Albany	Albany Avenue Green Island, New York
3.	Philadelphia	"G" Street & Huntington Park Ave. Philadelphia, Pennsylvania
4.	Washington	401 Farragut St., N. E. Washington, D. C.
5.	New York	Leased space to be transferred to leased space at 580 Sylvan Circle, Englewood Cliffs, New Jersey- new lease commences Dec. 15, 1968

Note: All office buildings except New York District owned in fee.

Albany, Philadelphia and Washington offices located at terminal facility. Baltimore office located at Bank and Haven bulk plant.

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D. SINCLAIR BULK PLANTS (As of Sept. 30, 1968)

	Owned	Leased
1. Connecticut	1	0
2. District Of Columbia	1	0
3. Delaware	1	4
4. Maine	1	1
5. Maryland	19	6
6. Massachusetts	1	1
7. New Hampshire	2	0
8. New Jersey	10	14
9. New York	32	25
10. Pennsylvania	24	39
11. Rhode Island	0	2
12. Vermont	0	0
	92	92

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E. SINCLAIR TERMINALS (As of Sept. 30, 1968)

1. District of Columbia	401 Farragut Street, N. E.
2. Maine	
South Portland	59 Main Street
3. Maryland	
(a) Baltimore	2155 Northbridge Ave.
(b) Finksburg	Route #91 (Old Gamber Road)
(c) Salisbury	321 Lake Street
4. New Jersey	
(a) Paulsboro	Mantua Avenue
(b) Tremley Point	Ft. of S. Wood Ave., Linden, N. J.
5. New York	
(a) Green Island	Albany Avenue
(b) Rochester	1075 Chili Avenue
(c) Syracuse	Bear & Van Rensselaer Streets
(d) Utica	Wurz Avenue
(e) Binghamton	Vestal, N. Y.
(f) Cohoes	On Van Schaick Island not Hudson River
(g) Schnectady	Anthony Street & Mohawk River
6. Pennsylvania	
(a) Bridesburg	Buckius St. & Phila. Belt Line R/W
(b) Duncansville	Route 220 South Newry Road
(c) Exton	Route 100 South of Lincoln Hwy.
(d) Lancaster	Manheim Pike & Delp Road
(e) Macungie	Tank Farm Road

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(f)	Mechanicsburg	Sinclair Road
(g)	Mount Union	Route 522 South & School House Lane
(h)	Mundy's Corner	Route #1 U.S. Hwy No. 219
(i)	Philadelphia "58"	58th & Sckuykill River
(j)	Philadelphia "G"	"G" St. & Hunting Park Ave.
(k)	Schaefferstown	Route #501
(l)	Sinclair (Greensburg)	West Newton Rd. Route 136, Greensburg
(m)	Sinking Spring	Mountain Home Road
(n)	York	25 Hanover Road
(o)	Floreffe	Gastonville - Elrama Road
(p)	Floreffe (Jefferson)	Mondngahela River, Jefferson Township
(q)	Wilkes Barre	Bear Creek Road - State Hwy 215

7. Rhode Island

Providence	Terminal Road

Note: All terminals owned in fee except Bridesburg and Providence, the latter being leased.

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F. OTHER SINCLAIR IMPROVED AND UNIMPROVED REAL ESTATE (Sept. 30, 1968)

1. Vacant Bulk Plant Sites (owned in fee)

(a) New York

(1) Fulton	Wall, Oneida & 1st.
(2) Ilion	E. Main St.
(3) Lockport	Niagara & New York Sts.

(b) Pennsylvania

Quakerstown	U. S. Hwy #309

2. OWNED OR LEASED PROPERTIES NOT PRESENTLY UTILIZED IN MARKETING OPERATIONS (leased or sub-leased for other purposes or standing idle)

(a) District of Columbia		
Washington	1617 14th St. N.W.	Used Car Lot
(b) Maine		
S. Portland	Main & Lincoln Sts.	Office Garage & Warehouse
(c) Maryland		
Baltimore	Baker St.	Bldg. & 8 Lots
Baltimore	3545 Fairfield Rd.	Laboratory Bldg.
Baltimore	No. Bridge Ave. & Fairfield Rd.	Premises Occupied as Office
Baltimore	Bank & Haven & Grundy Sts.	Fuel Oil Burner & Service Store
Bladensburg	5435 Annapolis Rd.	Garage
Dundalk	East & Holabird Aves.	Parking Lot
(d) New York		
Buffalo	400-404 Elliott Sq. Bldg.	Special Sta. & Leasings
Glen Head	336 Glen Cove	Used for Garden Supplies

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Jamaica	169-18 Hillside Ave.	Employment Agency
New York	600 Fifth Avenue	Rand McNally, Inc. Operation of Touring Bureau
Port Chester	4301 Boston Post Rd.	Office, Storage & Parking Facilities
Potsdam	Route #56	Used Car Lot
Riverhead	River Road	Use of Sidetrack
Richmondville	Green Island Term.	Garage Space
Syracuse	Free St. & Hiawatha Blvd.	Trucking Office
Tonawanda	4584 River Road	Storage Facilities
Jamaica	169-161 Hillside Ave.	Bar & Grill on 1st Floor
Jamaica	169-18 Hillside Ave.	2nd Floor Office
Jamaica	169-24 Hillside Ave.	Drivers Training Classroom
(e) New Jersey		
Asbury Park	4th & Main	Used Car Lot
Fort Lee	Cross St. & Leonine Ave.	General Storage, Parking or Repair
Lakewood	Madison Avenue	Bulk Plant, Garage, Warehouse & Storage Tank
Keyport	Broad & Maple St.	Welding Business
Neptune	Prospect Avenue	Bulk Plant
N. Plainfield	Wachung Ave. & Pearl St.	Service Station
Neptune	Prospect Ave.	Bulk Plant

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N. Plainfield	Pearl & Warren Sts.	Parking Lot
Westhamtpon	Woodland Rd. & Woodpecker Lane	Foreign Car Repair Shop
(f) Pennsylvania		
Butler	212 Christie St.	Site for Garage
Dunmore	1172 East Drinker St.	Truck Leasing Office
Greensburg	Depot & West Otterman	Hangar for Ambulance Service
Lancaster	St. Rd. #72	Terminal Site (Unused Portion)
Lancaster	N. Fulton & Fulton Sts.	Parking Lot
Macungie	Terminal Site	Portion of Terminal Used For Storage
Meshoppen	Main Street	Garage
Mechanicsberg	Pipeline Site	Pipeline Site (Unused Portion)
Mercer	U. S. Route 19	Service Station
Montrose	R. R. Lease	Bulk Plant
Philadelphia	58 Skuykill River	Office & Garage Space
Sinking Springs	Pipeline Site	Pipeline Site (Unused Portion)
Scranton	Keyser Ave. & Oak St.	Used Car Lot
White Valley	Wm. Penn H'way	Opr. of Bus Line
Wayne	Pennsylvania Ave.	Storage of Automobiles
York	Pipeline Site	Pipeline Site (Unused Portion)

ATR000000319

G. SINCLAIR PENDING MARKETING PROPERTY PROPOSALS (As of Nov. 22, 1968)
(Affecting Existing Properties)

ATR000000320

ISTRICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
LTIMORE	S. Main St., Port Deposit, Maryland	Lease Amendment & ITLOP Expenditure	Two (2) five year options added to Lease at $365 P/M	$ 7,350	Legal handling for execution of Amendment by Lessor. ITLOP not performed as yet.
ILADEL-IA	6501 Rising Sun Avenue, Philadelphia, Pa.	Sale and Leaseback	--	$20,000 Sale Price	Approved - Legal & District handling.
ILADEL-I	61st & Chestnut Streets, Philadelphia, Pa.	Sale and Leaseback	--	$18,000 Sale Price	Approved - Legal & District handling.
W RK	Boston Road & Dyre Ave., Bronx, New York	Sale	--	$90,000 Sale Price	Awaiting Management decision.
BANY	Commerce St., Lagrange, New York	Purchase of Bulk Plant *	--	$38,500	Approved - Legal & District handling.
ILADEL-IA	13th & Mulberry Street, New Florence, Pa.	Lease Termination	--	M. C. A.	Approved - District handling.
ILADEL-IA	Huntington, Pa.	Bulk Plant Lease	Two (2) years at .15¢ per gal. - $100 min. p/m	--	Approved - District handling.
ILADEL-IA	Sample Rd. & Rte. 80, Clymer, Pa.	Buyout (Lease Termination Payment)	--	$12,169	Approved - District handling.
ILADEL-IA	9th & Monroe, Stroudsburg, Pa.	Buyout	--	$18,000	Approved - District handling.
W RK	175 Woodbridge Avenue, Highland Park, New Jersey	Buyout	--	$18,280	Approved - District handling.
W RK	E. 237nd & Bronx Blvd., Bronx, N. Y.	Buyout	--	$13,048	Approved - District handling.
TIMORE	U. S. Hwy. #40 Perryville	Sale	--	$23,000	Approved - Legal & District handling.

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STRICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
W RK	Montauk Hwy. & Embassy, Montauk, New York	Sale	--	$29,500 Sale Price	Approved - Legal & District handling.
W RK	Metropolitan Street, Forrest Hills, New York	Lease Extension	--	--	Return to District disapproved
BANY	115 Porter St., Waterbury, Connecticut	Sale of Bulk Plant	--	$12,500 Sale Price	Being processed in Property Management Department.
LTIMORE	Hwy. #24 & 165 Harford Cty., Maryland	Sale of FEE - Service Station	--	$ 6,000 Sale Price	Being processed in Property Management Department.
W RK	200 Center Street, New Milford, New Jersey	ITLOP	--	$11,000	Approved and being handled by Legal & District.
W RK	1320 Richmond Terrace, Staten Island, New York	Distributor Marketing Loan & Com-plete Modernization	--	$90,000 Loan	Being processed in Property Management Department.
LTIMORE	Loch Raven & Taylor Ave. Towson, Md.	FEE Partial Modernization	--	$54,000	Approved and being handled by District.
	59 Broad St. Palisades Park, N.J.	ITLOP	--	$15,000	Approved - being handled by District & Legal.
LTIMORE	E. Side & U. S. 29 Antholton, Md.	ITLOP	--	$ 3,500	Approved - District handling.
LTIMORE	Harford & Ky. Ave., Baltimore, Maryland	FEE Partial Modernization	--	$35,600	Approved - District handling.
LTIMORE	Md. Hwy. #260 & 2 Owings, Maryland	Lease Amendment & ITLOP	Two (2) five year options added to lease.	$35,800	Being processed in General Sales Office.
W RK	Montauk Hwy. & Phillip	Lease Renewal	Seven (7) years at $170 P/M	--	Approved - Legal & District handling

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RICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
	Hudson & Piermont, Tenafly, New York	ITLOP	--	$ 4,500	District renegotiating with Lessor.
ADEL-	Main Street & Elm Ave., North Wales, Pa.	FEE Partial Modernization	--	$21,800	Being processed in Property Management Department.
ADEL-	Grant & Market Streets, Myersdale, Pa.	FEE Partial Modernization	--	--	Disapproved
ADEL-	215 N. Potts-town Pike Exton, Pa.	Lease Renewal & ITLOP	Five (5) years at $285 P/M	$ 1,297	Approved - Legal & District handling.
ING-	8801 Piney Brook Road, Silver Springs, Maryland	FEE Partial Modernization	--	$31,425	Being processed in General Sales Office.
	580 Sylvan Circle, Englewood Cliffs, N.J.	Office space lease	Five (5) year lease at $4,050 per month	--	Approved - District handling.
	Montauk Hwy. & Green, Sayville, New York	FEE Partial Modernization	--	$35,000	Approved - District handling.
	Merrick & Bayview, Amityville, New York	Marketing Loan	--	$65,000	Being processed in General Sales Office.
	Main Street Hillcrest, New York	ITLOP	--	$20,000	Approved - District handling.
NY	61 Manville Road, Woonsocket, Rhode Island	Foreclosure	--	$ 6,378	Being processed in General Sales Office.
ADEL-	4th & Brook-dale Street, Allentown, Pa.	FEE Partial Modernization	--	$17,170	Being processed in General Sales Office.

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TRICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
TIMORE	Annapolis Blvd., Millersville, Maryland	FEE Partial Modernization	--	$37,060	Approved - District handling.
TIMORE	Fulton & Delaware, Dover, Delaware	Lease Extension & Bulk Plant	Five (5) years at $300 p/y	--	Approved - Legal handling.
	Bayview & N. Locus Manhasset, New York	Lease Renewal & ITLOP	Ten (10) years at $800 p/m 1st 2 years; $900 next 3 years; $1,000 next 2 years; and $1,100 last 2 years.	$42,700	Being processed in General Sales Office.
LADEL-A	Ridge & Park Avenue, Trooper, Pa.	Lease Extension	Five (5) years at $490 p/m	--	Approved and handled by Legal.
K	Main Street Aquebogue, New York	Buyout	--	$ 1,450	Approved - District handling.
ANY	South & White Streets, Clark Mills, New York	Buyout	--	$ 3,850	Approved - District handling.
	5th & Main Street, Jamestown, New York	Buyout	--	$ 3,900	Approved - District handling.
LADEL-A	Newportsville Road, Levitown, Pa.	Lease Renewal & ITLOP	Two (2) years at 1.6¢ - $5.00 minimum	$ 4,270	Approved - Legal & District
LADEL-A	Owen & Walter Northumber-land, Pa.	Sale of FEE	--	$ 6,600 Sale Price	Being processed in Property Management Department
ANY	N. Y. Rt. #52 Glenham, N. Y.	1717-L Lease	Two (2) years at 1.85¢ p/g - $3.00 min. p/m	--	Being processed in General Sales Office.
ANY	N. Main & Parce Streets Fairport, N.Y.	Buyout	--	$13,000	Awaiting additional information from District.

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RICT	LOCATION OF PROJECT	TYPE PROPOSAL	TERMS & RENTAL	EXPENDI-TURE	STATUS AS OF NOVEMBER 22, 1968
YORK	4th & Main Asbury Park, New Jersey	SALE	--	$45,250 Sale Price (Package Deal)	Being processed in Property Management Department.
YORK	Julia & Spring Elizabeth, New Jersey	Sale	--	*See Asbury Park, N. J.	Being processed in Property Management Department.
YORK	4013 E. Fremont Ave., Bronx, N. Y.	Lease Renewal	--	$15,900	Being processed in General Sales Office.
YORK	Long Island Avenue, & W. 3rd Street, Dear Park, N. Y.	Marketing Loan	--	$65,000 Loan	Being processed in Property Management Department.
ADEL-	Elton Road Johnstown, Pa.	Lease Amend-ment	add eight (8) years to lease.	--	Awaiting Home Office approval.
ADEL-	Floyd Ave., Nanty Glo, Pa.	Lease Amend-ment	add eight (8) years to lease.	--	Awaiting Home Office approval.
NY	Main & Church Mexico, N. Y.	Sale	--	$ 9,100 Sale Price	Being processed in Property Management Department.
	Lake & Young Wilson, N. Y.	Sale	--	$ 6,500 Sale Price	Being processed in Property Management Department.
ADEL-	Haddon & Crest-mont Collingswood, N. J.	Lease Renewal & ITLOP	10 years 1-5 option	$15,000	Being processed in General Sales Office.
IMORE	Montgomery Rd. Ellicott City, Md.	Exercise Purchase Option	--	$76,500	Being processed in General Sales Office.
YORK	Tuckertown, New Jersey	Bulk Plant Lease *	One (1) year at $480 per annum	--	Being processed in General Sales Office.
IMORE	German Hill Road, Dundalk, Md.	Sale	--	$45,000 Sale Price	Being processed in Property Management Department.

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LIST OF REAL ESTATE PROPOSALS (PURCHASES, LEASES OR CONSTRUCTION) PENDING IN GSO SEPTEMBER 30, 1968 OR RECEIVED SINCE THAT DATE

LOCATION	TYPE PROPOSAL	RENTAL OR PURCHASE PRICE	ITLOP EQUIPMENT & CONSTRUCTION COST	OPTION EXPIRES	CURRENT STATUS AS OF NOVEMBER 22, 1968
ALBANY					
I-95 & Broad Street Springfield, Mass.	20 Year Real Estate Lease	$4,550.00 p/m	$ 9,000.00	None Rush	Ready for write-up for Management's decision.
I-91 & Route #11 Castle Creek, N. Y.	15 Year Lease w/2-5 year options & Mktg. Loan $87,500 S/S	$25.00 p/m	8,900.00	None	Ready for write-up for Management's decision.
BALTIMORE					
Cold Spring Ln. & I-83 Baltimore, Md.	Purchase Vacant Site	$154,000.00	93,200.00	12/4/68	Ready for write-up for Management's decision.
Main Street Middletown, Md.	Purchase Existing S/S	$6,700.00	73,700.00	None	Ready for write-up for Management's decision.
U. S. #40 & Normandy Ellicott City, Md.	Ground Lease Existing S/S	$350.00 p/m	90,000.00	N/A	Approved 10/14/68 - awaiting signing of lease.
NEW YORK					
Northern Blvd. & Murray Flushing, N. Y.	Purchase--Add'l Property	$80,000.00	118,500.00	None	Ready for write-up for Management's decision.
Montauk Hwy. & Lincoln Oakdale, N. Y.	Purchase Existing S/S	$50,000.00	63,700.00	12/30/68	To Operations 11/20/68.
E. Clinton Ave. Tenafly, N. J.	10 Year 1717-F Lease-No Options	$1,000.00 p/m	35,000.00	None	Ready for write-up for Management's decision.
N. Ocean Ave. & Petty's Ln. Medford, New York	Purchase Vacant Site	$66,000.00	90,400.00	N/A	Approved 11/21/67 - zoning pending.

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LIST OF REAL ESTATE PROPOSALS (PURCHASES, LEASES OR CONSTRUCTION) PENDING IN GSO SEPTEMBER 30, 1968 OR RECEIVED SINCE THAT TIME

LOCATION	TYPE PROPOSAL	RENTAL OR PURCHASE PRICE	ITLOP OR EQUIPMENT & CONSTRUCTION COST	OPTION EXPIRES	CURRENT STATUS AS OF NOVEMBER 22, 1968
PHILADELPHIA					
State Route #53 Johnstown, Pa.	2 Year 1717-3 Lease w/3-1 year options	1.0¢ - $10.00	$ 6,544.00	Effective 10/1/68	To MED 11/21/68.
Routes #56 & #96 Alum Creek, Pa.	2 Year 1717-3 Lease w/3-1 year options.	1.6¢ - $3.00	3,417.00	Effective 11/1/68	To Operations 11/20/68.
WASHINGTON					
Riverdale Rd. & Fernwood St. Riverdale, Md.	Purchase Vacant Site	$115,000.00	110,000.00	11/26/68	Approved 11/15/68 - not exercised - can be extended 30 days for $100.
Southern & Owens Oxon Hill, Md.	Purchase Vacant Site	$105,000.00	91,200.00	N/A	Approved 7/12/66 - Zoning pending - next hearing to be in January, 1969.
Temple Hills & Brinkley Rds. Oxon Hill, Md.	Purchase Vacant Site	$100,000.00	88,597.00	N/A	Approved 2/3/67 - Closing has not taken place pending zoning.
State #197 & Old Chapel Rd. Belair, Md.	Purchase Vacant Site	$40,800.00	86,500.00	N/A	Closed 2/22/67 - Constructio pending zoning hearing to be held in January, 1969.
Tuckerman & Seven Locks Potomac, Maryland	Purchase Vacant Site	$240,000.00	126,200.00	N/A	Approved 7/6/67 - zoning pending.
Derwood & Redland Rds. Rockville, Md.	Purchase Vacant Site	$120,000.00	69,700.00	N/A	Approved 7/12/66 - Clos pending zoning and rece of special exception.
Layhill & Glenallen Ave. Silver Spring, Md.	Purchase Vacant Site	$150,000.00	94,000.00	N/A	Approved 9/24/68 - Deferred Construction.

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LIST OF REAL ESTATE PROPOSALS (PURCHASES, LEASES OR CONSTRUCTION) PENDING IN GSO SEPTEMBER 30, 1968 OR RECEIVED SINCE THAT DATE

LOCATION	TYPE PROPOSAL	RENTAL OR PURCHASE PRICE	ITLOP OR EQUIPMENT & CONSTRUCTION COST	OPTION EXPIRES	CURRENT STATUS AS OF NOVEMBER 22, 1968
Glendale & Lanham Severn Rds. Glendale, Md.	Purchase Vacant Site	$100,000.00	$101,000.00	N/A	Closed 11/8/68 - awaiting Construction Authorization.
Shady Grove & Gaither Rds. Gaithersburg, Md.	Purchase Vacant Site	$175,000.00	87,900.00	N/A	Approved 11/7/68 - pending receipt of zoning and special exception.
Riverdale Road Riverdale, Md.	Purchase Vacant Site	$115,000.00	116,267.00	N/A	Approved 11/19/68--pending receipt of zoning and special exception.

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I. Atlantic Richfield Company Bulk Terminal Facilities Connected To Plantation Pipeline Company Pipeline

1. Spartanburg, South Carolina
   Located on the Colonial Pipeline and the Southern Railway right-of-way near Camp Croft in Spartanburg County, South Carolina. Consists of approximately 8.4 acres rectangular in shape 333.33 ft. by 1106.18 ft. bounded on the east by similar sized parcels belonging to Gulf Oil Corporation and Pure Oil Company.

2. Charlotte (Thrift), North Carolina
   Located on Old Mount Holly Road in Paw Creek Township, Mecklenburg County, North Carolina. Consists of 10.71 acres irregular in shape and bounded on east by parcels of land belonging to Gulf Oil Corporation and Pure Oil Company. Tract includes portions of the rights-of-way of the P.&N. and Seaboard Airline Railroads.

3. Greensboro, North Carolina
   Located on U.S. Highway 21 in Friendship Township, Guilford County, North Carolina between Winston Salem and Greensboro. Consists of 28.57 acres irregular in shape of which 8.69 acres was sold to Gulf Oil Corporation and 7.61 acres was sold to the Pure Oil Company leaving 12.27 acres in the ownership of Atlantic Richfield Company.

4. Richmond, Virginia
   Located on State Route #5 (Old Osborne Turnpike) at Bickerstaff Road in Varina District, Henrico County, Virginia. Consists of 19.73 acres of which 1.89 acres was sold to The Chesapeake & Ohio Railway Company, 3.67 acres was sold to Sun Oil Company and 1.29 acres was sold to the Commonwealth of Virginia leaving 12.88 acres in the Atlantic Richfield Company.

5. Belvoir, Virginia
   Located on Terminal Road west of Backlin Road in Fairfax County, Virginia. Consists of 18.77 acres irregular in shape adjoining held by Humble Oil and Refining Company and Crown Oil Company.

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J. Atlantic Richfield Marine Terminals

1. Port Everglades (Fort Lauderdale), Florida (Not owned in fee)
   Located on S. E. 24th Street, Fort Lauderdale, Broward County, Florida. Consists of approximately 5.14 acres rectangular in shape 333.4 ft. by 674.2 ft. Lies east and west along S. E. 24th St. with 672 ft. depth extending south.

2. Jacksonville, Florida
   Located on the west side of Talleyrand Avenue north of 9th St. and south of East 11th St. all within the corporate limits of city of Jacksonville, Duval County, Florida. Consists of approximately 22.38 acres less a small portion of the property (size unknown) sold to Irene Montgomery in 1951.

EXHIBIT C

DESCRIPTION OF REFINERIES

ATR000000332

1. Marcus Hook Refinery

The refinery is located on the Delaware Rive near Marcus Hook, Pennsylvania. The land area occupied by the refinery improvements including a terminal and docking facilities encompasses an area of some 318 acres of which approximately 17.8 acres are in the City of Chester, 54.3 acres are in the Borough of Marcus Hook, and 245.8 acres are in the Borough of Trainer. (See Map No. 1)

A major facility supplementary to the Marcus Hook Refinery is the Chelsea Tank Farm located about 4.5 miles northwest of the refinery. It consists of approximately 154 acres of land and various improvements. (See Map No. 2) The acreage of these facilities has been reduced somewhat by various sales of land so that the net acreage of both presently is between 455 and 465 acres.

ATR000000333

2. ATRECO REFINERY

The refinery is located on the Neches River just east of the mouth of the river where it empties into Sabine Lake. Sabine Lake lies inland a few miles from the Gulf of Mexico in the south-eastern corner of the State of Texas and on the border of Texas and Louisiana. The location of the refinery is to the south and east of Beaumont, Texas, on Highway 87 (adjoining the refinery property on the southeast) which is a major highway between Port Arthur and Orange, Texas. (See Map No. 4) Rail service is provided by rail lines adjoining the property to the south and marine terminal and dockage facilities are located along the Neches River adjoining the property to the north.

The land area of the refinery consisted at one time of approximately 1226 acres of which the Atlantic Pipeline Company owned 730 acres in two parcels and Atlantic Richfield C ompany or its predecessor owned 496 acres. (See Map No. 5) T his acreage is reduced at the present time by subsequent acquisitions and sales the most recent of which is an acquisition by the State of Texas in several parcels for the widening of Highway 87. Some 40 acres more or less are involved in this take.

EXHIBIT D

DESCRIPTION OF TRANSPORTATION FACILITIES
(PIPELINES)

5. Bronte Gathering System

Consists of 11 miles of 2 inch to 6 inch line pipe and gathers 2,700 BBLS day into two tanks at Bronte Station. Through necessity this oil is transported through the Midland - Atreco trunk line and is presently going to Sun Oil at the Sun junction near Atreco.

6. Neches Pipe Line System

Built in 1961. Owned jointly by Atlantic Pipe Line Company and Pure Transportation Company, a division of Union Oil. Four lines - one 3", two 4", and one 6" - each 5.85 miles in length. Originates at the Atlantic Richfield Atreco Refinery and terminates Pure Oil plant. One 4" line is used to return Raffinate to Atreco Refinery, 5,250 B/D. The 3" line used for Toluene, Benzene and other products from Pure to Atreco, 333 B/D. The 6" line, Atreco end, used for Propane from Texas Petrogas plant to Jefferson Chemical Company, 196 B/D. The 6" line, Pure end, used for Propane from Pure to Jefferson, 3,050 B/D. These lines were built to serve a jointly owned Udex Plant located at Pure.

7. Bayou Pipe Line System

Constructed and completed pursuant to agreement entered into in the year, 1942, consists of 210 miles (estimate only) of 8" and 10" welded pipe in two segments, one from Bay Town, Texas to Port Arthur and one from Port Arthur to Baton Rouge, Louisiana. Ownership of the line is in various parties including Atlantic Pipe Line Company all of whom have differing percentages of ownership in different segments of the line. The system ties into the Plantation Pipeline System at Baton Rouge and the entire Bayou Pipe Line System is presently under lease to and being operated by Plantation.

8. Harbor Pipe Line System

Is operated under an Agreement dated March 1, 1956 between The Texas Pipe Line Company, Gulf Refining Company, and Sinclair Pipe Line Company, which names Sinclair Pipe Line as operator. Harbor receives material from Gulf, Texas and Sinclair at Woodbury through pipe lines owned by the separate companies. The products then move through the Harbor Pipe Line to Linden (the undivided interest portion of the system) and deliveries are made to Buckeye Pipe Line at Linden and to terminal feeder lines owned by Sinclair, Texas and Gulf or their affiliates.

9. Connecting Line From Marcus Hook To Woodbury, New Jersey

Sinclair Oil Corporation's Marcus Hook Refinery pumps products through one 8" and one 10" pipe line owned by Sinclair Oil Corporation northeast 5 1/2 miles to their tankage at Chelsea, Pennsylvania.

Sinclair Pipe Line Company owns and operates a pumping station adjacent to this tankage. Sinclair Pipe Line Company operates and maintains the tanks for Sinclair Oil Corporation under a contract dated February 1, 1963, as amended April 8, 1964. Chelsea pump station receives the products from the tanks by meters and pumps products 6.2 miles through a wholly owned 8" pipe line to Philadelphia Junction.

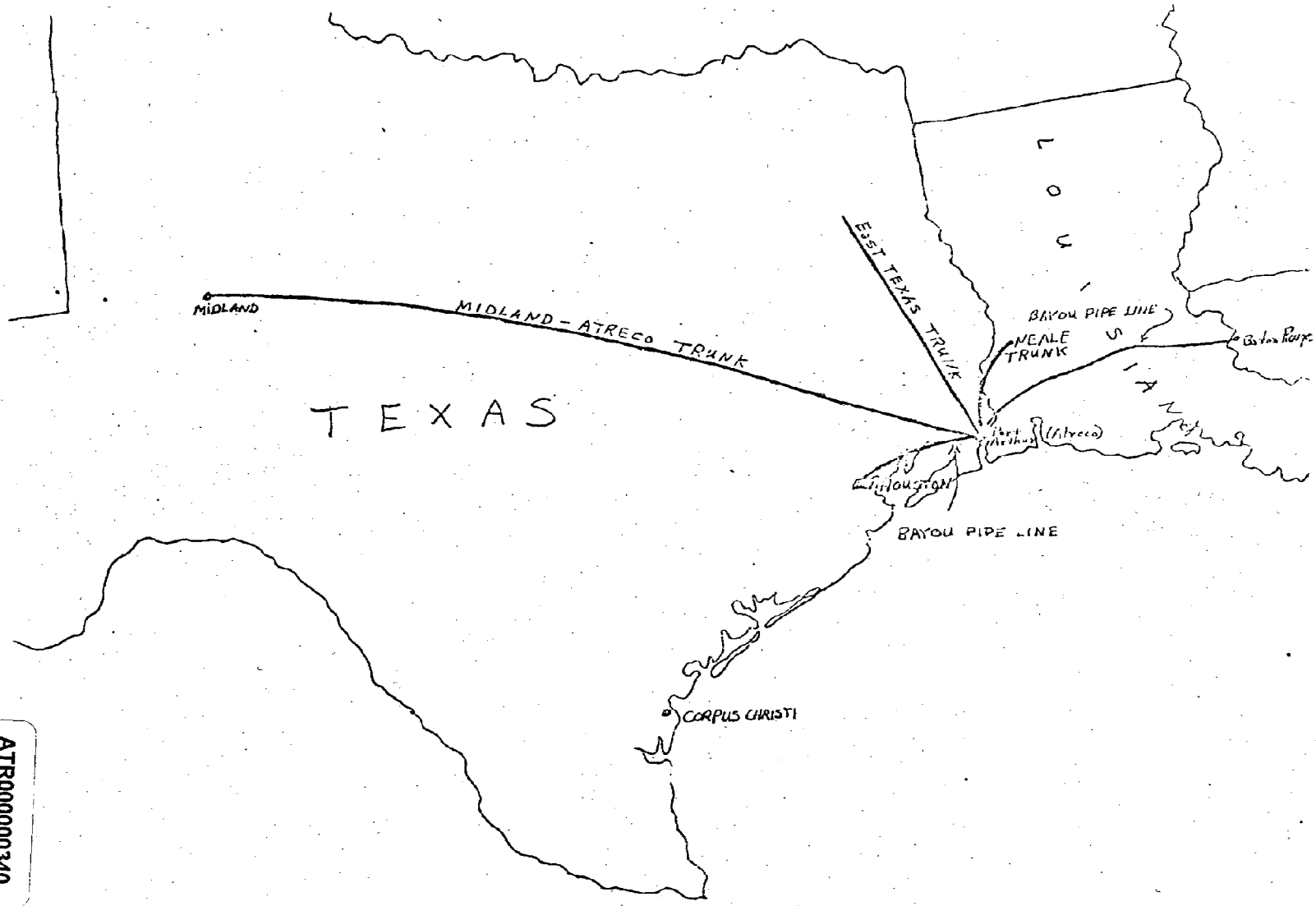
Sinclair Pipe Line also receives products from Atlantic Pipe Line at Philadelphia Junction. Sinclair products and Atlantic products are then moved through 19.3 miles of 8" pipe line, much of it through the city streets of Philadelphia, to Sinclair Oil Corporation's and Atlantic's Philadelphia terminals.

From Philadelphia Junction Sinclair products move through 10.4 miles of 8" pipe line across the Delaware River to Paulsboro Junction. From Paulsboro Junction products can move through 1.8 miles of 8" pipe line to Sinclair Oil Corporation's Paulsboro Terminal. From Paulsboro Junction Sinclair products can move through 3.3 miles of 8" pipe line to the origin station of Harbor Pipe Line at Woodbury, New Jersey.

10. Schaefferstown to Finksburg Line

Laurel delivers into 7 tanks owned by Sinclair Pipe Line at Schaefferstown Station. Product is delivered from these storage tanks to Sinclair Oil Corporation's Schaefferstown Terminal by Sinclair Pipe Line Company. Product is pumped by Sinclair Pipe Line Company's Schaefferstown Station through 15 miles of 6" pipe line to Sinclair Oil Corporation's Lancaster, Pennsylvania Terminal. Product them moves through 29.7 miles of 6" pipe line to Sinclair Oil Corporation's York Terminal.

Sinclair Pipe Line Company owns 32.91 miles of 6" pipe line from York to Finksburg, Maryland. This pipe line is out of service and the pipe line filled with nitrogen. Sinclair Oil Corporation's Finksburg Terminal is now served by Colonial Pipeline.



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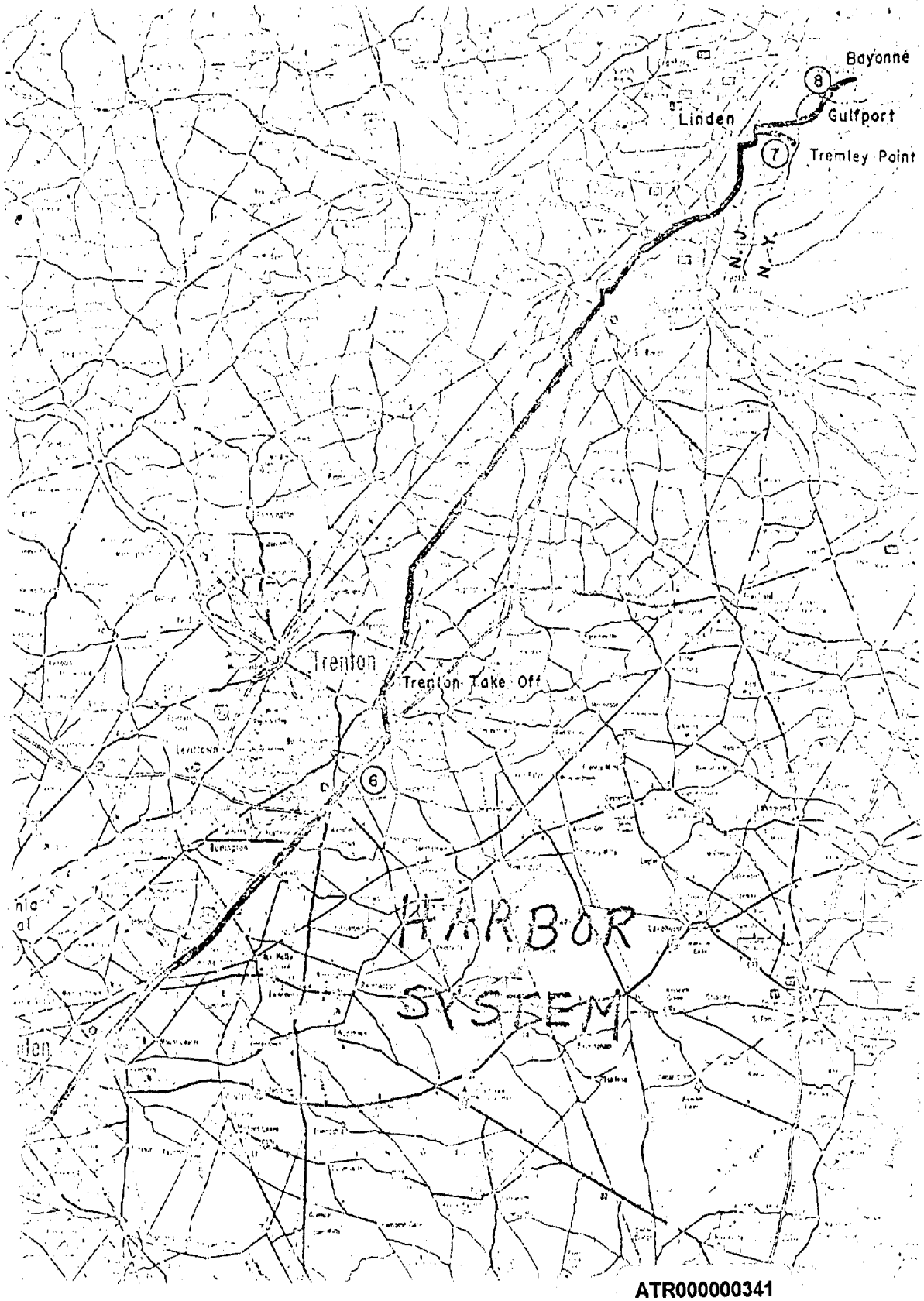

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EXHIBIT E

Subsidiaries and Affiliated Corporations

PETRO GAS PRODUCING COMPANY

(1) ARCO is the owner of 32,000 shares of class A, non-voting, $1.00 par value stock, and 80 shares of class B, voting $1.00 par value stock of Petro Gas Producing Company, a Texas corporation, with offices at Suite 1020, Americana Building, Houston, Bexas, 77002. Forrest S. Warren is the owner of the remaining issued and outstanding stock which amounts to 8,000 shares of class A, non-voting, $1.00 par value stock and 20 shares of class B, voting, $1.00 par value stock.

SOUTH HAMPTON COMPANY

(2) ARCO is the owner of 800 shares of $100 par value common stock of South Hampton Co., a Texas corporation, with offices at Adair Building, 6420 Hillcroft, Houston, Texas, 77036. Marvin A. Bomer is the owner of the remaining issued and outstanding stock which amounts to 200 shares of $100 par value common stock. BP has been informed that South Hampton Co. is a party to certain agreements with Union Carbide Corporation with respect to the use of a process for the production of straight chain paraffins and BP agrees to cause South Hampton Co. to comply with all of the provisions of such agreements.

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MID COUNTY CHEMICAL COMPANY

(3) ARCO is the owner of 50 shares of common stock of Mid-County Chemical Co., a Delaware corporation, with offices at 100 West Tenth Street, Wilmington, Delaware and such stock is held for and on behalf of ARCO by John M. Schultz as nominee. The remaining issued and outstanding stock which amounts to 50 shares of common stock is held by General Option Company, for and on behalf of the owner, Union Oil Corporation. BP recognizes that ARCO is a party to an agreement with Union which requires ARCO to receive the written consent of Union to transfer ARCO's stock interest in Mid-County Chemical Co.

LAUREL PIPE LINE COMPANY

(4) Sinclair Pipe Line Company is the owner of 1,944 shares of $1,000 par value capital stock of Laurel Pipe Line Company which has an authorized capital stock of 10,000 shares of which 5,555 shares have been issued and sold. Gulf Oil Corporation owns 2,222 shares and The Texas Company owns 1,389 shares of the outstanding stock. BP recognizes that Sinclair Pipe Line Company is a party to the following agreements:

(a) Shareholders Agreement of March 28, 1957 between Gulf, Sinclair and Texaco which provides that any sale of stock in the Laurel Pipeline Company shall be for cash only and shall be to Gulf and/or Texaco unless they fail to exercise their options to purchase (para. 4, Page 5).

(b) Indenture of Trust dated October 15, 1957 - Laurel Pipe Line Company to Bankers Trust Company, Trustee, which provides that Laurel may not sell any part of the pipeline unless it has first obtained the consent of the holders of 66 2/3% of the principal amount of notes outstanding at the time (Article IV, Sections 4, II and 4, pages 31 and 32).

(c) Throughput Agreement dated September 19, 1957, between Gulf, Sinclair and Texaco which provides that there may be no assignment of any interest in the agreement without the written consent of the Trustee under the Indenture of October 15, 1957 (Para. 9, Para. 9, Page 4).

(d) Letters from Metropolitan Life Insurance Company and Equitable Life Assurance Society dated December 3, 1957, holders of $30,650,000 principal Sinclair Twenty-Five Year issued under Indenture dated August 1, 1951, requiring any sale of Laurel trunk pipelines to be for cash only, the proceeds thereof to be disposed of in accordance with Section 5.13 of the Indenture.

DELAWARE BAY TRANSPORTATION CO.

(5) One-half of Sinclair Oil Corporation's 356 shares of $1,000 par value common stock of Delaware Bay Transportation Company which is authorized to issue 1,500 shares. Of this stock, 1086 shares are outstanding, Gulf Oil

ATR000000347

Corporation holding 356 shares and Cities Service Company holding the remaining 356 shares.

Delaware Bay Transportation Company was organized under the General Corporation Law of the State of Delaware. The principle office of the Corporation is located at 100 West 10th Street, Wilmington, Delaware. Pursuant to a resolution passed on March 29, 1967, the Corporation also maintains an office at 600 Fifth Avenue, New York, New York, at which office the books of the Corporation are kept.

The aforesaid owned stock issued to Sinclair Oil Corporation, Gulf Oil Corporation and Cities Service Company was issued in exchange for the equal beneficial interests of those companies in the real estate in Kent County Delaware.

This land consists of approximately 1765 acres of property on Delaware Bay about eight miles north of the town of Milford in an area known as Milford Neck. The site is presently undergoing feasibility studies to determine its suitability as a deep water marine terminal.

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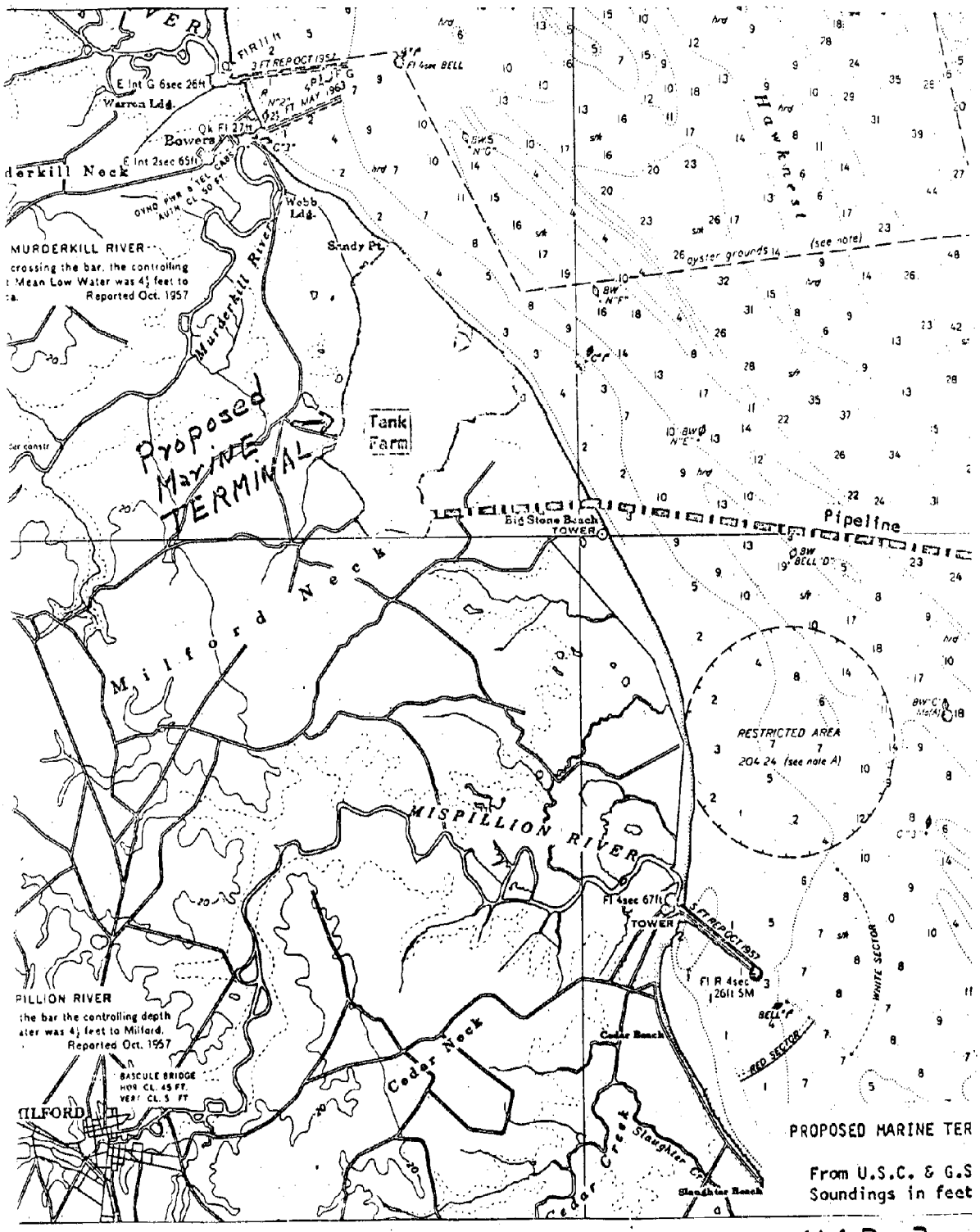

MAP 3

ATR000000349

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EXHIBIT F

Guarantee of Loan of Subsidiary

Series C of notes in total capital amount of $4,100,000 evidencing loan made to Mid-County Chemical Corporation. Series C bear interest at 4.9% and are held by Canada Life Assurance Company of Toronto, Canada. Series C original amount totaled $2,460,000. First payment on this series made August 1, 1968. Present outstanding balance $2,325,120. Payments to be made in semi-annual installments through February 1, 1977. Series A and Series B notes of original issue are fully paid.

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EXHIBIT G

Registration No.	Date Registered	Trademark
81,038	Feb. 21, 1911	Design of Two Pigs
84,296	Nov. 21, 1911	RIVALO
91,916	June 3, 1913	OPALINE
99,518	Sept. 1, 1914	EMULSICOOL
104,124	May 4, 1915	PENNANT
107,316	Nov. 23, 1915	SHAMROCK
112,396	Sept. 5, 1916	EXANOL
113,700	Oct. 31, 1916	RUBILENE
116,681	May 15, 1917	PETROWAX
119,588	Nov. 27, 1917	AUTOKUT
119,882	Dec. 18, 1917	EMERALD
121,960	June 11, 1918	RIMODA
122,232	July 9, 1918	Rooster Design
126,083	July 22, 1919	CORDYMO
126,348	August 19, 1919	SINCO
126,782	Sept. 30, 1919	GARNET
129,539	Feb. 24, 1920	CLAIRO
131,723	May 25, 1920	Oil Man Design
131,925	May 25, 1920	BETHOLINE-GAS
132,248	June 15, 1920	Circle and Bar Design
134,089	Aug. 10, 1920	White Lily
135,948	Oct. 26, 1920	HYVIS
146,362	Sept. 6, 1921	SINCLAIR with circles and bars design

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146,872	Sept. 20, 1921	DIAMOND C.
146,873	Sept. 20, 1921	ONYX
146,874	Sept. 20, 1921	SPIN-KNIT
146,875	Sept. 20, 1921	SUPERFLAME
153,531	March 21, 1922	COSS
175,531	Nov. 6, 1923	WILKUT
194,083	Jan. 13, 1925	GASCON
196,144	March 10, 1925	ALWETHER
198,608	May 19, 1925	COMMANDER
198,843	May 26, 1925	WARRIOR
201,184	July 21, 1925	SINTEX
216,380	Aug. 10, 1926	H-C in green and red circles
220,011	Oct. 26, 1926	Miles of Smiles
225,454	March 22, 1927	RUST-O-LENE
225,460	March 22, 1927	UMBRA
225,461	March 22, 1927	CRYSTEX
225,487	March 22, 1927	OSAGE
225,591	March 22, 1927	THE WONDER MOTOR FUEL
247,014	Sept. 18, 1928	COMMODORE
* 251,789	Jan. 15, 1929	P. D.
253,271	Feb. 26, 1929	SOUTHERN
* 254,040	March 12, 1929	SINCLAIR and Aircraft Design
257,103	May 28, 1929	CADET

* Sinclair Oil Corporation does not plan to renew these registrations.

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Registration No.	Date Registered	Trademark
257,959	June 25, 1929	SUDZER
* 263,218	Nov. 5, 1929	P. D. and Design
* 264,594	Nov. 26, 1929	SINCLAIR and Ribbon Design
* 264,843	Dec. 10, 1929	SINCLAIR and Ribbon Design
265,799	Jan. 7, 1930	JADE
265,842	Jan. 7, 1930	RAPIER
265,843	Jan. 7, 1930	ROCKET
268,547	March 18, 1930	TOOLTEX
268,621	March 18, 1930	JAKURV
274,233	Aug. 26, 1930	P. D. and Stripe
281,774	March 31, 1931	NAPTOL
287,716	Oct. 6, 1931	SuperFlame and Design
290,092	Dec. 22, 1931	TRACT-A-ROLLER
291,312	Feb. 9, 1932	SINCLAIR Pennsylvania Motor Oil and Design
293,881	May 10, 1932	Pengrade
314,523	July 3, 1934	WORK-FACTOR NEWS and Design
316,660	Aug. 28, 1934	Mileage Metered
322,528	March 12, 1935	HYVIS and yellow stripes
323,478	Apr. 16, 1935	HYVIS and Oil Man Design
323,989	May 7, 1935	Double-Penn
328,500	Oct. 1, 1935	SINTURLITE

* Sinclair Oil Corporation does not plan to renew these

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342,688	Jan. 26, 1937	PALITE
342,874	Feb. 2, 1937	DINO and Dinosaur Design
342,955	Feb. 2, 1937	TENOL
347,128	June 15, 1937	CERCON
358,089	June 28, 1938	DUSCON
364,576	Feb. 7, 1939	DINO
366,048	Mar. 28, 1939	DINO
370,988	Sept. 12, 1939	TENOL
384,879	Feb. 4, 1941	SATISOL
391,997	Dec. 2, 1941	LOOMTEX
408,869	Aug. 29, 1944	CARNITE
409,936	Oct. 31, 1944	TRUKUT
412,999	Apr. 3, 1945	ORBITOL
414,423	June 12, 1945	QUENCHOL
417,649	Nov. 6, 1945	HONOL
515,164	Sept. 13, 1949	CERCAX
515,701	Sept. 27, 1949	LACLEDE
518,980	Dec. 20, 1949	AMRIN
520,204	Jan. 24, 1950	SALINE
520,205	Jan. 24, 1950	SINCLAIR REFINING CO.
521,565	Feb. 28, 1950	LITHOLINE
527,892	July 18, 1950	R D - 119
542,184	May 8, 1951	QUICKHEET
556,977	Apr. 1, 1952	HYDRATORK
565,446	Oct. 21, 1952	FILM

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595,418	Sept. 21, 1954	SINCOLUBE
596,622	Oct. 12, 1954	TRUGRIND
647,014	June 18, 1957	TRANSKUT
649,917	Aug. 13, 1957	PONTRAR
655,436	Dec. 10, 1957	Three Check Marks Design
655,721	Dec. 17, 1957	SINCLAIR with Three Check Marks Design
663,003	June 17, 1958	RUST-O-LENE F.O.
663,668	July 1, 1958	SUPER WILKUT
676,216	Mar. 31, 1959	CALDRON
691,486	Jan. 19, 1960	SINCLAIR & Dinosaur within Pentagonal Design
691,904	Jan. 26, 1960	SINCLAIR & Dinosaur within Pentagonal Design
691,905	Jan. 26, 1960	SINCLAIR and Dinosaur
695,176	Mar. 29, 1960	SINCLAIR & Dinosaur within Pentagonal Design
695,468	Apr. 5, 1960	SINCLAIR & Dinosaur within Pentagonal Design
697,365	May 10, 1960	SINCLAIR & Dinosaur within Pentagonal Design
703,560	Aug. 30, 1960	SINCLAIR & Dinosaur within Pentagonal Design
712,302	Mar. 7, 1961	SINCLAIR & Dinosaur within Pentagonal Design

713,731	Apr. 11, 1961	SINCLAIR & Dinosaur within Pentagonal Design
725,820	Jan. 2, 1962	DINO
729,347	Apr. 3, 1962	SIMPSON and Design
729,558	Apr. 3, 1962	SIMPSON and Design (Service Mark)
776,482	Sept. 8, 1964	CLAIRO
779,741	Nov. 10, 1964	DINO
781,248	Dec. 8, 1964	MODOC
787,680	Apr. 6, 1965	DINOFIN
795,454	Sept. 7, 1965	DINO D-ICER
805,449	Mar. 15, 1966	TUFFLO
810,073	June 21, 1966	TRUSLIDE
810,074	June 21, 1966	DARTAC
812,000	Aug. 2, 1966	SINCLAIR TURBO S 15
814,294	Sept. 6, 1966	SUPER LONET
815,719	Sept. 27, 1966	CRYSTOIL
820,600	Dec. 20, 1966	COMMANDER
827,609	Apr. 18, 1967	SINCLAIR & Dinosaur within Pentagonal Design
828,146	May 2, 1967	SINCLAIR & Dinosaur within Pentagonal Design
829,363	May 30, 1967	SINCOPRIME

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829,364	May 30, 1967	SINCOLUX
829,365	May 30, 1967	SINCO-TECH
829,366	May 30, 1967	DUOTREAT
834,539	Sept. 5, 1967	SINCLAIR & Dinosaur within Pentagonal Design
841,827	Jan. 9, 1968	SINCLAIR & Dinosaur within Pentagonal Design
849,265	May 21, 1968	DINOLENE
854,891	Aug. 13, 1968	SINCLAIR & Dinosaur within Pentagonal Design
855,421	Aug. 27, 1968	DINOHEAT
857,332	Sept. 24, 1968	SINCLAIR & Dinosaur within Pentagonal Design

Application Serial No.	Application Date	Trademark
278,828	8-22-67	DRIVE WITH CARE AND BUY SINCLAIR
279,006	8-24-67	DINO-GUARD
294,416	3-28-68	SUPERFLAME and Design
296,204	4-22-68	NC-7

ATR000000360

Exhibit H

Column 1	Column 2
Employee Benefit Plans of BP or its Subsidiaries	Employee Benefit Plans covering employees of Arco and its subsidiaries
Employees retirement plan qualified under Section 401 (a) of the U.S. Internal Revenue Code of 1954	Atlantic Richfield Retirement Plan Employees Retirement System of The Atlantic RefiningCompany Employees Retirement Allowance Plan of Sinclair Oil Corporation and Designated Subsidiaries
Employees savings plan qualified under Section 401 (a) of the U.S. Internal Revenue Code of 1954	Atlantic Richfield Thrift Plan Employee Savings Plan of Sinclair Oil Corporation
Employees group life insurance plan	Atlantic Richfield Company Group Life Insurance Plan Employees Group Life Insurance Plan of Sinclair Oil Corporation and Designated Subsidiaries
Employees hospital and surgical plan	Blue Cross and Blue Shield Hospital and Surgical Plans Employees Hospital and Surgical Plan of Sinclair Oil Corporation and Designated Subsidiaries
Major medical insurance plan	Major Medical Insurance Plan Extended Medical Expense Plan for employees of Sinclair Oil Corporation and Designated Subsidiaries

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Other BP Employee nefits	Other ARCO ployee Benefits
Employees vacations	Arco employee vacation benefits Sinclair employee vacation benefits
Salary and wage continuance during absences	Arco Employee salary and wage continuance benefits during absences Sinclair Employee salary and wage continuance benefits during absences
Death and Accident Benefits	Arco death and accident benefits Sinclair death and accident benefits
Military Service Benefits	Arco Statement regarding Military Service Sinclair benefits for employees on leave for Temporary Training in the National Guard or other Reserves Sinclair Benefits for employees on extended Military Leave.
Educational Assistance Benefits	Arco Educational Assistance Gratuity Sinclair Tuition Assistance Program
Severance Allowances	Arco severance allowance provisions Sinclair severance allowance provisions

ATR000000363

EXHIBIT I

BP EXPLORATION U.S.A., INC.
620 Fifth Avenue, New York, N.Y.

7% Promissory Notes

New York, N. Y.
$_____ _____19____

BP EXPLORATION U.S.A, INC. ("BP"), a Delaware corporation, for value received, hereby promises to pay to _____ or order, on December 31, 1977, the principal amount of $_____, and to pay interest on the unpaid balance of such principal amount from date hereof, at the rate of 7% per annum, payable annually, until the principal shall become due and payable (whether at maturity, or by prepayment, or acceleration, or otherwise). Payments of principal and interest shall be made in lawful money of the United States of America, in New York Clearing House Funds, at the office of Morgan Guaranty Company, 23 Broad Street, New York, New York, or such other office as _____ may from time to time designate.

This Note is one of BP's Notes issued pursuant to a certain Credit Agreement dated December 18, 1968 between BP and _____. The Notes are subject to certain mandatory prepayment provisions, certain acceleration provisions, and certain voluntary prepayment provisions, all as provided in the Credit Agreement. The Notes are also subject to certain provisions which allow the deferral of interest payments, at the option of BP as provided in the Credit Agreement. The Notes are additionally subject to certain rights of purchase by BP in the event the Notes are offered for sale to any third party, as provided in the Credit Agreement, to which reference is made for a more particular description of the rights and obligations of BP.

This Note is made and delivered in New York, New York, and shall be governed by the laws of the State of New York.

BP EXPLORATION U.S.A, INC.

By_____

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EXHIBIT J

CREDIT AGREEMENT, made this day of , 1969 between BP Exploration U.S.A. Inc., a Delaware corporation (hereinafter called BP), and _____.

WITNESSETH:

WHEREAS, to assure the payment of the purchase price of certain assets that were this day purchased by BP from_____, BP has duly authorized the issuance of its 7% Notes ("Notes"), in the aggregate principal amount of $_____, and such additional sum as represents deferred interest, and to provide the terms and conditions upon which the Notes are to be issued and delivered, BP has duly authorized the execution of this Credit Agreement;

WHEREAS, the Notes are to be in the form attached hereto as Exhibit "A":

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

Section 1. Definitions.

Section 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Credit Agreement and of any

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supplement hereto shall have the respective meaning specified in this Section 1.01.

(1) North Slope Properties:

The term "North Slope Properties" refers to underground reserves of oil in the property identified by the schedule of leases attached as exhibit "B" hereto.

(2) Commercial Quantities of Oil:

The term "Commercial Quantities of Oil" shall mean an amount of 375,000 barrels (42 U.S. gallons per barrel) produced and shipped by sea or pipeline from Alaska by BP from its North Slope Properties.

(3) Note or Notes:

The term "Note" or "Notes" shall mean any Note or Notes, as the case may be, duly executed and delivered under this Credit Agreement.

(4) Event of Default:

The term "Event of Default" shall mean any event specified in Section 4.01, continued for the period of time, if any, and after the giving of the notice, if any, therein designated.

(5) Subsidiary:

The term "Subsidiary" shall mean any corporation at least a majority of the outstanding securities of which having ordinary voting power, or the voting power happening upon an event, to elect a majority of the board of directors of such corporation is at the time owned or controlled directly or indirectly by BP or one or more Subsidiaries of BP.

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(6) Tangible Assets Ratio:

The term "Tangible Assets Ratio" shall mean the number resulting from dividing the net tangible assets of BP by Funded Debt. Net tangible assets shall mean tangible assets less current liabilities (including revolving credits from commercial banks) of BP, all calculated in accordance with sound accounting practice. In arriving at net tangible assets appropriate reductions shall be made for reserves for depreciation, depletion, and other reserves and deferred credits as well as items such as "good will" and the like. There shall also be deducted any investments in or advances to subsidiaries or affiliates unless such subsidiaries or affiliates are bound by the terms of this agreement or unless such investments, advances or loans are to a subsidiary or affiliate engaged primarily in pipeline or other oil transportation activities. Also in arriving at net tangible assets there shall be included for purposes of this Tangible Assets Ratio the North Slope Reserve Appraisal.

(7) Subordinated Debt:

The term "Subordinated Debt" shall mean funded debt of BP which by its terms is subordinated to the Notes as to payment of principal and interest and which confers on the debt represented by the Notes a prior claim on the assests of BP in the Event of Default.

(8) Cash Flow:

The term "Cash Flow" shall mean net operating income of BP after provision for any income tax plus depreciation and depletion and any

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other non-cash items which are charged against net operating income.

(9) Guaranteed Debt:

The term "Guaranteed Debt" shall mean debt of any party other than BP or its Subsidiaries, the payment of which has been guaranteed by BP.

(10) Funded Debt:

The term "Funded Debt" shall mean any obligation of BP for borrowed money (exclusive of Subordinated Debt) maturing by its terms more than one year from the date thereof, and shall include all such debt issued or assumed by BP as well as Guaranteed Debt. Revolving credits from commercial banks are excluded from the definition of Funded Debt.

(11) North Slope Reserve Appraisal:

The term "North Slope Reserve Appraisal" shall mean the appraised value of BP's underground reserves of oil in the North Slope Properties plus the appraised value of any significant new oil discoveries by BP in the U. S. A. or Canada occuring after date hereof. This appraisal shall be agreed to by both parties but in the event of disagreement De Golyer and MacNaughton shall provide an appraisal binding upon both parties. As of the date of this Agreement the North Slope Reserve Appraisal is agreed to be one billion dollars ($1,000,000,000).

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Section 2. Terms.

Section 2.01. Date of Notes. The Notes shall be dated on the date of this agreement and in the case of Notes evidencing deferred interest, on the interest due date.

Section 2.02. Payments of Principal and Interest. Principal on the Notes will be payable annually in six (6) equal installments commencing one year after the date of the Note. At BP's option, the initial payment may be deferred until six (6) months after the date of shipment of the first oil, in Commercial Quantities, from the North Slope Properties, or December 31, 1972, whichever date is earlier. In the event of such deferral, the five (5) remaining installments of principal may be deferred to the subsequent five (5) anniversaries. The Note including the Notes covering deferred interest shall bear interest at the rate of 7% per annum which shall be calculated and payable annually.

At BP's option, payment of interest may be deferred until the date on which the first payment of principal is to be made. Each amount of accrued and unpaid interest so deferred shall be evidenced by a Note to be executed on the date of deferrment. Each such Note shall be in the form of Exhibit A. The initial payment of principal on such Notes shall be payable on the date which is six (6) months after the date of shipment of the aforementioned Commercial Quantity of oil or on December 31, 1972 whichever is earlier, and the remaining five (5) principal payments will be payable in five (5) annual installments, thereafter. Each principal payment on such Notes shall bear interest at the rate of 7% per annum,

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which shall be calculated and payable annually.

Section 2.03. Prepayment. BP may prepay all or any of the Notes at any time, and from time to time upon payment of principal and accrued interest to the date of prepayment. Prepayments shall be applied to installments in the inverse order of their maturity.

Section 2.04. New York Clearing House Funds. Each payment of principal and interest shall be made in New York Clearing House Funds.

Section 2.05. Place of Payment. Payment of principal and interest on the Notes shall be made at the place prescribed in the form of Note attached hereto.

Section 3. Particular Covenants of BP

Section 3.01. Payment of principal and interest. Subject to Section 2.02 BP covenants and agrees that it will duly and punctually pay or cause to be paid the principal and interest on each of the Notes at the place, at the respective times and in the manner provided herein.

Section 3.02. Negative Covenants. While any of the Notes are outstanding, and except with the consent of _____, which consent shall not be unreasonably witheld, BP, or its subsidiaries will not:

(1) Distributions to Owners: Except for dividends from its subsidairies to BP, pay any dividends (other than dividends in common stock of BP) nor purchase any stock of BP for value

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unless

(a) the initial required principal payment on all the Notes has been made, and there has not been any event of default remaining uncured, and

(b) cash flows in the preceding fiscal years exceed, cumulatively, total debt service requirements (mandatory principal amortization plus interest) in those years.

In the event that dividends or purchases of BP stock are permissible BP may pay dividends or purchase BP stock in any fiscal year to the extent that Cash Flows in the preceding fiscal years cumulatively exceeded the cumulative debt service requirements as calculated in 3.02 (1) (b) above, and provided BP does not estimate such payments or purchase of BP stock would result in the net Cash Flow, less such payments and purchases, being less than the debt service requirements in the fiscal year of payment or purchase.

(2) Retention of Assets: Sell or otherwise dispose of all or the major portion of the North Slope Properties if as a result thereof the Tangible Assets Ratio were to fall below two.

(2) Incurrence of Other Debt: Incur and draw down any Funded Debt in addition to the Funded Debt evidenced by the Notes unless, after giving credit thereto, the Tangible Assets Ratio shall be and shall remain a number no less than two.

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(4) Prepayment on Other Debt: Voluntarily prepay any Funded Debt other than the Funded Debt evidenced by the Notes, unless the prepayment is for purposes of a refunding operation.

Section 3.03. Other Covenants. During the period that any Notes are outstanding BP will deliver to Atlantic Richfield Company

(1) within one hundred and twenty (120) days after the end of each fiscal year of BP a copy certified by independent public accountants of the consolidated balance sheet of BP and its consolidated statements of profit and loss and surplus for such year and,

(2) within forty-five (45) days after the end of each of the first three quarters of each fiscal year similar accounting statements certified (subject to year end audits) by an accounting officer of the company, and,

(3) within ninety (90) days after the end of each fiscal year a certificate signed by an officer of BP to the effect that there has been no event of default under this credit agreement, during such fiscal year.

Section 3.04. Warranty of Ownership. BP warrants that except for the royalty interest of BP Exploration Company (Alaska) Inc. on the

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date of execution of this Credit Agreement it is the lessee of unencumbered underground reserves on the North Slope Properties.

Section 4. General Provisions.

Section 4.01. Events of Default. Each of the following shall be deemed an Event of Default.

(a) Failure by BP to pay interest or principal on any Notes when due by their terms, provided such failure continues for 30 days.

(b) Failure by BP duly to observe or perform any obligations, covenants or agreements in the Notes or in this Credit Agreement for a period of 30 days after written notice of such failure, shall have been given by any Note Holder.

(c) If BP shall

(1) admit in writing its inability to pay its debts generally as they become due, or

(2) file a petition in bankruptcy or a petition to take advantage of any insolvency act, or

(3) make an assignment for the benefit of its creditors, or

(4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property; or

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(5) fail to pay at maturity, or within any applicable period of grace, any obligation for borrowed monies or advances, unless BP shall in good faith contest the obligation, and any judgment entered as a result of such litigation shall be forthwith discharged, or stayed pending an appeal.

(6) file a petition or answer eeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America, or any State thereof relating to insolvency or inability to pay debts when they mature; or

(7) on a petition in bankruptcy filed against it, be adjudicated a bankrupt; or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of BP, a receiver or trustee of BP or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of BP under the Federal Bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof relating to insolvency or inability to pay debts when they mature, and such adjudication, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof.

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Section 4.02. Acceleration of Notes. If an Event of Default shall have occurred and continue after the applicable grace period the holder of any Note may proceed to accelerate and declare forthwith due all principal and accrued interest represented by the Note or Notes held by him, without presentment, demand or protest, all of which are hereby waived.

Section 4.03. Replacement Notes. Following the issuance of the Notes the bearer shall have the privilege of substituting any or all of them for Notes of different denominations from time to time and BP shall immediately effect each substitution when so requested.

Section 4.04. Remedies. The Note holder after an Event of Default, and the expiration of any app licable grace period, may proceed to protect and enforce its rights by an action at law or equity.

Section 4.05. Costs. If an Event of Default continues after the applicable grace period, BP shall pay all costs of collection including reasonable attorney fees and costs.

Section 4.06. Waiver. Neither failure nor delay on the part of any holder of any Note to exercise any rights, remedy or priviledge provided herein shall operate as a waiver thereof or of the right or exercise of any further or subsequent right, remedy or privilege.

Section 4.07. Sale of Notes. The Notes may not be sold by _____ before 1st January 1971 and thereafter only after giving BP fifteen (15)

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days written notice of the terms and conditions of the proposed sale. BP may purchase the notes at the price and on the terms contained in the notice of proposed sale, by accepting the offer within fifteen (15) days of mailing of said notice.

IN WITNESS WHEREOF, the parties have caused their names, to be signed and their seals affixed this day and year written.

BP EXPLORATION U.S.A., INC.

By_____

_____

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EXHIBIT A

BP EXPLORATION U.S.A., INC.
620 Fifth Avenue, New York, N.Y.

7% Promissory Notes

New York, N. Y.
$_____ _____19___

BP EXPLORATION U.S.A, INC. ("BP"), a Delaware corporation, for value received, hereby promises to pay to _____ or order, on December 31, 1977, the principal amount of $_____, and to pay interest on the unpaid balance of such principal amount from date hereof, at the rate of 7% per annum, payable annually, until the principal shall become due and payable (whether at maturity, or by prepayment, or acceleration, or otherwise). Payments of principal and interest shall be made in lawful money of the United States of America, in New York Clearing House Funds, at the office of Morgan Guaranty Company, 23 Broad Street, New York, New York, or such other office as _____ may from time to time designate.

This Note is one of BP's Notes issued pursuant to a certain Credit Agreement dated December 18, 1968 between BP and _____. The Notes are subject to certain mandatory prepayment provisions, certain acceleration provisions, and certain voluntary prepayment provisions, all as provided in the Credit Agreement. The Notes are also subject to certain provisions which allow the deferral of interest payments, at the option of BP as provided in the Credit Agreement. The Notes are additionally subject to certain rights of purchase by BP in the event the Notes are offered for sale to any third party, as provided in the Credit Agreement, to which reference is made for a more particular description of the rights and obligations of BP.

This Note is made and delivered in New York, New York, and shall be governed by the laws of the State of New York.

BP EXPLORATION U.S.A, INC.

By_____

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EXHIBIT B

Prudhoe Bay Structure
Leases of British Petroleum

Block	Township	Range	Lease No.	No. of Acres
6	12N	15E		2560
7	12N	15E		2560
1	11N	15E	28320	2560
7	12N	16E		2560
8	12N	16E		2560
9	12N	16E		2459
1	11N	16E		2560
2	11N	16E		2560
3	11N	16E	28338	2469
4	11N	16E	28339	2480
5	11N	16E	28340	2560
6	11N	16E		2560
8	11N	16E	28342	2560
9	11N	16E	28343	2491
8	10N	16E	28348	2560
9	10N	16E	28349	2523
4	10N	15E	28330	2512
5	10N	15E	28331	2560
7	10N	15E	28333	2560
9	10N	15E	28335	2523
1	10N	14E	28311	2560
2	10N	14E	28312	2560
6	10N	14E	28315	2560
4	11N	14E	28305	2480
8	11N	14E	28309	2560
9	11N	14E	28310	2491
1	11N	13E	28280	2560
2	11N	13E	28281	2560
3	11N	13E	28282	2469
4	11N	13E	28283	2480
5	11N	13E	28284	2560
6	11N	13E	28285	2560
7	11N	13E	28286	2560
8	11N	13E	28287	2560
1	11N	12E	28260	2560
7	12N	13E	28277	2560
8	12N	13E	28278	2560
9	12N	13E	28279	2459
				96396

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SUPPLEMENTAL AGREEMENT TO AGREEMENT FOR SALE OF ASSETS BY ATLANTIC RICHFIELD COMPANY TO BP OIL CORPORATION

THIS SUPPLEMENTAL AGREEMENT made this 20th day of February, 1969 by and between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and BP OIL CORPORATION ("BP"), a Delaware corporation formerly known as BP Exploration U. S. A., Inc.

WITNESSETH:

WHEREAS, ARCO and BP entered into a certain Agreement for Sale of Assets (the "Agreement") dated December 18, 1968, and

WHEREAS, ARCO and BP desire to amend the Agreement in order to provide for the purchase by BP from ARCO of all of the marketing properties of SINCLAIR OIL CORPORATION ("Sinclair") in the States of Virginia, North Carolina, South Carolina, Georgia and Florida.

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

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I. Amendments to the Agreement

The Agreement is hereby amended as set forth below:

1. Section I is amended as follows:

(a) So that the first paragraph of subsection A shall read in its entirety as follows:

"A. MARKETING PROPERTIES. ARCO will sell and assign to BP those service stations, service station sites, offices and office buildings (except leases of office space at 1700 Broadway, New York City, New York and 600 Fifth Avenue, New York City, New York), bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were owned by or leased to SINCLAIR on the effective date of the merger of ARCO and SINCLAIR and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida and the District of Columbia (hereinafter collectively called the East Coast Marketing Area), including, without limitation, all right, title and interest in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances

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belonging to or appertaining to such properties and buildings, structures and improvements located on such properties and necessary or incidental to the activities conducted thereon, and all equipment, fixtures, furniture and other personal property (except as provided in Section IV) relating to or located on such properties at the Closing and necessary or incident to the activities conducted thereon, but excepting assets owned or leased by a certain joint venture of SINCLAIR and KOPPERS CO., INC. (SINCLAIR-KOPPERS COMPANY) or by SINCLAIR-KOPPERS CHEMICAL COMPANY, a Delaware corporation, owned by the joint venture, and any assets owned or leased by SINCLAIR and used exclusively for petrochemicals produced at any plant not included in the Assets. A partial schedule of the properties described above is contained in Exhibit B annexed hereto and made a part hereof."

(b) By deleting the third paragraph of subsection A in its entirety.

(c) By substituting "$400,000,000" for "$300,000,000" in the third paragraph of subsection C.

(d) By deleting the words "subsidiaries and affiliates" from the first paragraph of subsection D.

(e) By substituting the word "corporations" for the word "subsidiaries" in the first sentence of the second paragraph of subsection D.

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2. Subsection A of Section III is amended to read in its entirety as follows:

"A. CRUDE SUPPLY. ARCO will execute a crude supply contract for the SINCLAIR Refinery for 90,000 barrels per day for a term expiring December 31, 1969, at a price to be agreed for domestic crude oil and for foreign crude oil at prices set forth in a certain letter agreement dated December 18, 1968. ARCO will execute a crude oil supply contract for the ARCO ATRECO Refinery for a price equal to the Southwest posted price plus the applicable transportation charges to the point of delivery for a period of ten years after Closing; provided, however, BP may, at its option, cancel such contract as of any time on or after January 1, 1972 on not less than twelve months' notice. The volume of crude supply to be furnished under such agreement is expected to be approximately 80,000 barrels per day. If either party incurs undue hardship under such contract the parties will consult each other with a veiw to ameliorating such hardship."

3. Subparagraph 7 of Subsection A and Subsection E of Section IV are amended by substituting "$400,000,000" for "$300,000,000".

4. Section XII is amended as follows:

(a) By substituting "$400,000,000" for "$300,000,000" in the first sentence of the introductory paragraph and in the first sentence of subsection A.

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(b) So that subsection D shall read in its entirety as follows:

"D. If the number of operating service stations sold to BP at Closing as to which ARCO holds title in fee or owns the service station improvements is less than 814, the purchase price shall be reduced by an amount equal to $100,000 multiplied by the excess of 814 over the number of such stations so sold. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leases having a minimum initial term of 10 years is less than 2037, the purchase price shall be reduced by an amount equal to $50,000 multiplied by the excess of 2037 over the number of such stations so assigned. If the number of operating service stations assigned to BP at Closing which are held by ARCO under leases having an initial term of one year is less than 1550, the purchase price shall be reduced by an amount equal to $10,000 multiplied by the excess of 1550 over the number of service stations so assigned. For purposes of this paragraph, operating service stations shall include stations the operations of which are temporarily suspended."

(c) So that subsection E shall read in its entirety as follows:

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"E. If the aggregate of the branded retail dealer and branded distributor sales of gasoline in the East Coast Marketing Area (except the states of Virginia, North Carolina, South Carolina, Georgia and Florida) by SINCLAIR for 1968 is less than 744,000,000 gallons, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved.

If the aggregate gallonage of the branded retail dealer and branded distributor sales of gasoline in the states of Virginia, North Carolina, South Carolina, Georgia and Florida by SINCLAIR for the period January through March 1969 is less than such aggregate for the period January through March 1968, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved."

5. Subsection B of Section XVI is amended by substituting the word "corporations" for the word "subsidiaries".

6. Section XVIII is amended as follows:

(a) So that subsection A shall read in its entirety as follows:

"A. Processing Agreements. For a maximum of one year after Closing, ARCO shall process up to 20,000 barrels per day of crude oil for BP at the SINCLAIR Refinery at Houston, Texas. The fees to be charged by ARCO to BP shall be an amount calculated by dividing the total operating costs of such refinery,

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including depreciation and an appropriate factor to be agreed to reflect escalation in labor costs, by the total number of barrels run at such refinery and multiplying the resulting quotient by the number of barrels processed for BP. The parties shall determine from time to time the specific amounts of the products to be refined. ARCO will satisfy BP's quality requirements for regular gasoline, premium gasoline and furnace oil. At BP's request, ARCO shall assist BP in the acquisition and delivery of such crude oil to the refinery."

(b) By deleting the first paragraph of subsection C in its entirety.

7. The term "East Coast Marketing Area" shall be substituted for the term "Northeast Marketing Area" wherever it appears in the Agreement (including the Exhibits thereto).

8. Certain of the Exhibits to the Agreement are amended as indicated in the attachments hereto which bear the corresponding designations.

9. Subsection G of Section III is amended to read in its entirety as follows:

"G. In the event that ARCO, APL or SPL is unable to transfer any pipeline transportation facilities (including stock of pipeline companies) to BP as contemplated hereby, ARCO shall arrange to provide BP with other transporation facilities or services in lieu thereof and shall reimburse BP for any extra costs to BP resulting therefrom and shall make an equitable adjustment for loss of anticipated profits (including dividends), if any.

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II. General

1. Except as hereby amended the Agreement shall remain in full force and effect as originally written.

2. Anything herein or in the Agreement to the contrary notwithstanding, the sale of the Assets (as defined in the Agreement) pursuant to the Agreement as hereby amended shall be effective simultaneously with the merger of ARCO and SINCLAIR pursuant to the plan of merger dated November 26, 1968 becomes effective.

IN WITNESS WHEREOF, ARCO and BP have caused this agreement to be signed by duly authorized officers this day, year and month first written.

BP OIL CORPORATION

By _____

_____

ATLANTIC RICHFIELD COMPANY

By _____
President

Approved:

SINCLAIR OIL CORPORATION

By _____

_____

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BP File - [illegible]

THIS SECOND SUPPLEMENTAL AGREEMENT TO AGREEMENT FOR SALE OF ASSETS BY ATLANTIC RICHFIELD COMPANY TO BP OIL CORPORATION made this 3rd day of March, 1969 by and between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and BP OIL CORPORATION ("BP"), a Delaware corporation formerly known as BP Exploration U.S.A., Inc.

W I T N E S S E T H:

WHEREAS, ARCO and BP entered into a certain Agreement for Sale of Assets dated December 18, 1968, and a Supplemental Agreement dated February 20, 1969 (such Agreement as supplemented by such Supplemental Agreement being hereinafter called the "Agreement") and

WHEREAS, ARCO and BP desire to amend the Agreement in certain respects as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

I. Amendments to the Agreement

The Agreement is hereby amended as set forth below:

1. Section I is amended as follows:

(a) So that the introductory paragraph shall read in its

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entirety as follows:

> Subject to the terms and conditions herein set forth, ARCO agrees to sell and BP agrees to purchase the rights and properties hereinafter described (other than the Pipeline Assets, as hereinafter defined) on the day the merger of ARCO and SINCLAIR becomes effective, such date of sale being hereinafter called the "Closing," and ARCO, as agent for APL and SPL, agrees to sell and BP agrees to cause one of its subsidiaries to purchase the rights and properties hereinafter described in paragraph 1 of subsection C of this Section I (the "Pipeline Assets") as soon as such subsidiary shall have qualified, and received all approvals necessary, to own and operate the Pipeline Assets (the date of such sale being hereinafter referred to as the "Pipeline Closing"). All such rights and properties, including the Pipeline Assets, are hereinafter collectively called the "Assets."

(b) So that the last paragraph shall read in its entirety as follows:

> ARCO shall furnish to BP all such information as BP may request concerning the formulations for lubricating oil (including synthetic lubricants for aviation purposes) which are (i) currently sold in the East Coast Marketing Area by SINCLAIR, (ii) produced at the SINCLAIR Refinery or (iii) produced at the ARCO ATRECO Refinery for sale to bulk consumers described in the first sentence of Section VIII A. In the event ARCO is injured by the disclosure to or use by BP of such formulations in selling to the bulk consumers supplied by ARCO ATRECO Refinery, upon not less than six months prior notice, ARCO shall have the right to require discontinuance of such use. ARCO shall however discuss such action with BP prior to giving said notice. BP agrees to give a covenant of confidentiality in connection with such formulations.

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2. Subsections B, C, D and E of Section II are amended to read in their entirety as follows:

B. ARCO shall grant to BP or its nominees a royalty-free license which shall be exclusive, except as to ARCO, to use in the East Coast Marketing Area for a period of five years all trademarks (which term shall include service marks and trade names), whether or not registered, owned by SINCLAIR at the Closing in connection with products and services of kinds produced or marketed by or at the Assets. Such SINCLAIR trademarks and trade names registered or applied for in the United States Patent Office are described on Exhibit G attached hereto and made a part hereof. Such license shall provide that ARCO may inspect the products being marketed by BP under the SINCLAIR trademarks and trade names, which products shall be of a nature and quality at least equal to those heretofore marketed by SINCLAIR, to assure quality control to the extent necessary to defend ARCO's interest therein.

C. As soon after the Closing as is reasonably feasible and practical, BP shall discontinue the use of the trademarks and trade names of ARCO.

D. ARCO hereby authorizes BP or its nominees to use in the East Coast Marketing Area, all SINCLAIR proprietary rights to copyrights, labels and other advertising and marketing indicia, in connection with the products and services of kinds produced or marketed by or at the Assets such use to terminate upon termination of BP's license to use the SINCLAIR trademarks and trade names as prescribed in subsection B of this Section.

E. ARCO represents and warrants that it does not know or have reasonable grounds to know of any infringement by any product, mark, process or operation acquired by or licensed to BP pursuant to this Agreement of any valid patent, copyright, trademark, trade name or other proprietary right of any third party and that there is no pending or threatened litigation against ARCO or SINCLAIR involving any claim of such infringement.

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3. Section IV is amended to read in its entirety as follows:

IV. INVENTORIES

A. ARCO shall sell to BP all ARCO's interest in and to inventories of petroleum products, TBA, and other merchandise of the types now being sold by SINCLAIR in the ordinary course of its business and, as of Closing, located in the Assets in the East Coast Marketing Area and in all inventories of crude oil, petrochemical products, tetraethyl lead and other liquids, either produced by or used as feed stock for the refineries, liquids used for blending or as additives, petroleum products and intermediates used by and located in refinery tankage at the refineries to be sold to BP hereunder or used by and located at leased or other facilities being used by ARCO for storage of such inventories for use at such refineries.

The amount to be paid by BP for such inventories shall be calculated by multiplying (a) the amounts of such inventories, determined as of the first day of the month following the month in which Closing takes place (or on the day of Closing if the Closing takes place on the first day of a month), the date on which such determination is made being hereinafter called the "Valuation Date," by (b) the value of such inventories. The value of the inventories shall be determined as follows:

1. Inventories of petroleum products (including inventories located at refineries and such other facilities) (but excluding petrochemicals and such lubricating oils as are referred to in item 8 of this subsection A) will be valued at the Gulf Coast cargo prices posted on the Valuation Date in Platts' Oilgram plus applicable transportation charges from the Gulf to point of delivery to BP and less 1/4¢ per gallon, except as hereinafter provided.

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2. Inventories of residual fuel oil at the ARCO ATRECO Refinery shall be valued at $1.40 per barrel and inventories of residual fue oil at the SINCLAIR Refinery shall be valued at the contract price for supply from such Refinery, excluding any transportation charges on the Valuation Date.

3. Crude oil at the ARCO ATRECO Refinery and such other facilities shall be valued at the Southwest posted price on the Valuation Date plus applicable transportation charges to the point of delivery to BP.

4. Domestic crude oil at the SINCLAIR Refinery and its associated facilities will be valued at a price to be agreed to by the parties on a grade-by-grade basis. Foreign crude oil at the SINCLAIR Refinery shall be valued at prices set forth in a certain letter agreement dated December 18, 1968.

5. Inventories of TBA shall be valued at ARCO's buying price.

6. Inventories of petrochemicals, chemical additives and tetraethyl lead shall be valued at current replacement cost on the Valuation Date.

7. Inventory in pipelines shall be valued at zero, the actual value of such inventory being included in the $400,000,000 purchase price prescribed in Section XII.

8. Inventories of lubricating oils in packages located at bulk plants and terminal facilities shall be valued at wholesale distributor prices in effect on the Valuation Date as posted at or applicable to each such plant and terminal. Inventories of lubricating oils in bulk located at the SINCLAIR Refinery shall be valued at ARCO's prices in effect on the Valuation Date for similar bulk quantities of similar lubricating oils to bulk consumers.

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9. All other petroleum inventory (including refinery feedstocks) shall be valued on the Valuation Date related to the value of the finished products, less ARCO's processing cost, and less 1/4¢ per gallon.

10. Inventories of supplies and materials located at the SINCLAIR Refinery and at the ARCO ATRECO Refinery which are not held for any specific unit thereat shall be valued at current replacement cost on the Valuation Date.

11. "Point of delivery," as used in this subsection A, shall mean the place where inventories are located on the Valuation Date.

B. GENERAL. The amount to be paid by BP for the inventories shall be added to the total purchase price prescribed in Section XII and shall be paid in cash with interest at the rate of 7% per annum from the Valuation Date. Principal and interest shall be payable six months after the Valuation Date.

C. ARCO shall sell to BP all of ARCO's interest as of Closing in and to:

1. Crude oil owned by ARCO and in the possession of APL for delivery at the ARCO ATRECO Refinery.

2. Petroleum products owned by ARCO and in the possession of Laurel Pipeline Company, Colonial Pipeline Company, and SPL for delivery and use in the Assets in the East Coast Marketing Area.

D. The value of the inventories described in subsection C above is included in the $400,000,000 purchase price described in Section XII.

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4. The first four paragraphs of Section VII are amended to read as follows:

> BP shall purchase from ARCO accounts receivable on ARCO's books as of the Valuation Date of bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the SINCLAIR Refinery and the ARCO ATRECO Refinery, regardless of billing address, and the accounts receivable on ARCO's books as of the Valuation Date of all the customers for petrochemicals produced in the Assets being purchased by BP, regardless of billing address, and all other trade accounts receivable on ARCO's books as of the Valuation Date and arising out of SINCLAIR's petroleum business in the East Coast Marketing Area, having billing addresses in the East Coast Marketing Area. The accounts transferred to BP shall include but shall not be limited to the following types of accounts with billing addresses in the East Coast Marketing Area: retail credit card accounts, retail home heat and burner service accounts, commercial consumer gasoline accounts, service station dealer accounts and wholesale accounts of petroleum and TBA resellers. Such accounts receivable shall not include accounts receivable on ARCO's books as of the Valuation Date of bulk consumers, having billing addresses in the East Coast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery, or accounts receivable on ARCO's books as of the Valuation Date of customers, having billing addresses in the East Coast Marketing Area, of petrochemicals produced at plants other than the SINCLAIR Refinery and the ARCO ATRECO Refinery.
>
> BP shall pay ARCO for such accounts receivable an amount equal to the net balance of such accounts as of the Valuation Date after deducting a reserve for bad debts. Such reserve shall be determined in accordance with generally accepted accounting principles. The amount to be paid for the accounts receivable shall be added to the total purchase price prescribed in Section XII and shall

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be paid in cash, with interest at the rate of 7% per annum from the Valuation Date. Principal and interest shall be payable six months after the Valuation Date.

All payments received by ARCO subsequent to the Valuation Date on accounts receivable purchased shall be for the account of BP. Not less frequently than once a month after the Valuation Date, ARCO shall pay over to BP such payments received and shall report to BP the balances in such accounts as reflected on ARCO's books.

For purposes of identifying and valuing the accounts receivable described in the first paragraph of this Section, the Valuation Date shall be deemed to mean the close of each cycle of ARCO's cycle billing commencing on the Valuation Date.

5. Section XI is amended by adding thereto a sentence which shall read as follows:

If any substantial amount of inventory purchased by BP hereunder is lost by casualty prior to the Valuation Date, BP shall nevertheless pay ARCO therefor as provided in Section IV, the amount to be paid to be determined on the basis of ARCO's inventory records.

6. Section XII is amended as follows:

(a) By substituting the words "Valuation Date" for the word "Closing" in the sixth sentence of subsection A in the two places where it appears. This change shall not affect the term "Pipeline Closing".

(b) So that the second paragraph of subsection E shall read in its entirety as follows:

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If the aggregate gallonage of the branded retail dealer and branded distributor sales of gasoline in the states of Virginia, North Carolina, South Carolina, Georgia and Florida by SINCLAIR for the period December, 1968 through February, 1969 is less than such aggregate for the period December, 1967 through February, 1968, the purchase price shall be reduced by an amount equal to five cents for each gallon of the deficiency unless BP is satisfied that profitability was improved.

7. Exhibit A to the Agreement (the Management Contract) is amended by adding thereto a new Section XIII which shall read in its entirety as follows:

XIII. Notwithstanding anything to the contrary contained in this agreement, BP and ARCO agree that if this agreement is signed on a date other than the first day of a month, then during the period (hereinafter called the "initial period") from the date of signature through the last day of the same month all advances and disbursements that are reasonably necessary to operate the Assets shall be made by ARCO without recourse to BP, and all cash received by ARCO during the initial period from the operation of the Assets shall be retained by ARCO without any obligation to account to BP therefor.

8. Exhibit B-C to the Agreement (the Description of Sinclair District Office Buildings) is amended by adding thereto a new Section C. 2. which shall read in its entirety as set forth in Exhibit B-C hereto.

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9. Exh. J to the Agreement (the Credit A[illegible]ment) is amended as follows:

(a) By amending subparagraph (1) of Section 1.01 to read in its entirety as follows:

(1) North Slope Properties:

The term "North Slope Properties" shall mean the interests in underground reserves of oil in the property identified by the schedule of leases attached as exhibit "B" hereto which are owned by (i) BP, (ii) any Subsidiary of BP or (iii) any corporation (other than a Subsidiary of BP) which controls, is controlled by, or is under common control with, BP and which agrees with ARCO that it will join as a party to this Credit Agreement and guarantee the notes issued or to be issued hereunder. However a corporation referred to in (iii) may unilaterally terminate its guarantee and withdraw as a party to this Credit Agreement so long as (a) there is in existence no event of default which is continuing beyond the applicable grace period and (b) such termination and withdrawal does not cause an event of default.

(b) By amending the first two sentences of subparagraph (11) of Section 1.01 to read as follows:

The term "North Slope Reserve Appraisal" shall mean the appraised value from time to time of the North Slope Properties plus the appraised value from time to time of any significant new oil discoveries by BP in the U. S. A. or Canada occurring after date hereof. Such appraisals shall be agreed to by both parties but in the event of disagreement DeGolyer and MacNaughton shall provide an appraisal binding upon both parties. As of the date of this Agreement the North Slope Reserve Appraisal is agreed to be one billion dollars ($1,000,000,000).

(c) By amending Section 2.01 to read in its entirety as follows:

Section 2.01. Date of Notes. The Notes shall be dated April 1, 1969 and in the case of Notes evidencing deferred interest, on the interest due date.

(d) By amending Section 2.02 to read in its entirety as follows:

Section 2.02. Payments of Principal and Interest. Principal and interest on the Notes shall be payable as provided in Section XII of the Agreement for the Sale of Assets by Atlantic Richfield Company to BP dated December 18, 1968, as supplemented. The Notes shall be in the form of Exhibit A.

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II. General

Except as hereby amended the Agreement shall remain in full force and effect as heretofore supplemented.

IN WITNESS WHEREOF, ARCO and BP have caused this agreement to be signed by duly authorized officers this day, year and month first written.

BP OIL CORPORATION

By_____

_____

ATLANTIC RICHFIELD COMPANY

By_____

APPROVED:

SINCLAIR OIL CORPORATION

By_____

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C. 2. Description of Office Space located at 7 Executive Park Drive, Atlanta NE, Georgia 30329 (at Interstate 85 & N. Druid Hills Rd.)

The property consists of a five story glass and cement office building located on 6.364 acres, approximately 6 miles northeast of Atlanta's business district, in DeKalb County. The building contains about 106,000 square feet on the first through fifth floors plus 20,000 square feet in the basement.

The premises are occupied under a lease dated May 12, 1965. The term of said lease is for 20 years beginning February 1, 1967 at a rental of $3.359 per square foot on the first to fifth floors inclusive, and at a lesser rent for the basement space. Parking for 400 cars is included in the lease. Rentals are subject to escalation depending upon changes in operating expenses.

The building is occupied entirely by Sinclair Oil Corporation.

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ATLANTIC RICHFIELD COMPANY

Certificate of the President
Pursuant to Section XIX-B of
the Agreement for Sale of Assets

I, T. F. BRADSHAW, President of Atlantic Richfield Company, a Pennsylvania corporation (the "Company"), hereby certify as follows:

1. The representations and warranties of the Company contained in the Agreement for Sale of Assets dated December 18, 1968 as supplemented by the agreements dated February 20, 1969 and March 31, 1969 (the "Agreement") between the Company and BP Oil Corporation (formerly known as BP Exploration, U.S.A. Inc.) are true as of the date hereof and the Company has performed all its obligations required by the Agreement to be performed prior to the date hereof.

2. The merger of the Company and Sinclair Oil Corporation, a New York corporation, pursuant to the plan of merger dated November 26, 1968 has become effective.

3. There is no litigation pending or, to the knowledge of the Company, threatened against the Company which if adversely determined would cause the consummation of the sale of the assets contemplated by the Agreement to involve a violation of law or of a court order.

WITNESS my hand this 4th day of March, 1969.

T. F. Bradshaw

ATR000000404

Supply and Transportation

March 4, 1969

BP Oil Corporation
245 Park Avenue
New York, New York

Re: Ship Charter

Gentlemen:

This will document our recent agreement concerning the implementation of paragraph III - D-2 of the Agreement for Sale of Assets between us dated December 18, 1968 as supplemented by agreements dated February 20, 1969 and March 3, 1969.

During the period from April 1, 1969 through December 31, 1969, we agree to furnish to you, upon one (1) month prior request, the necessary ships required by you to transport your products to and from the Gulf Coast and Eastern United States ports. You will pay us:

For "clean" vessels	105.3% ATRS	for the voyage performed.
For "dirty" vessels	102.1% ATRS	for the voyage performed.

This agreement is conditioned, however, upon your agreement that during said period you will not charter or use vessels of another ship owner for the transportation of any of your domestic tonnage with the exception of any vessel or vessels which we may have sold to a third party designated by you under the option extended to you in the agreement first mentioned above.

We will notify you at a later time the person in our organization to contact to make arrangements for your requirements.

Very truly yours,

ATLANTIC RICHFIELD COMPANY,
Incorporated

By _____
Vice President

WE ACCEPT YOUR PROPOSAL.

BP OIL CORPORATION

By _____
Vice President

March 4, 1969

ATR000000406

BPSLC_00000216

717 Fifth Avenue
New York, New York 10022
Telephone 212 753 2345

J. W. Gendron, Vice President
Supply and Transportation

March 4, 1969

BP Oil Corporation
245 Park Avenue
New York, New York

Gentlemen:

This letter is to implement our respective commitments and understanding of the meaning and intent of Section IX "Oil Import Quota" of the Agreement for the Sale of Assets between us dated December 18, 1968 as supplemented by agreements dated February 20, 1969 and March 3, 1969.

We have mutually agreed that commencing April 1, 1969 until December 31, 1969, unless prevented by any governmental rule or regulation, this Company will make available to you import authorizations under Section 17, Regulation 1 of Oil Import Program (so called "tickets") in an amount of 11,362 barrels per day. This obligation is conditioned, however, upon your agreement to use your best efforts to obtain for your Company an allocation for the year 1969 to import crude oil and unfinished oils into Districts I - IV of the United States under the Oil Import Program.

If you are successful in getting your own allocation, our obligation thereafter shall be reduced by an amount equivalent to the amount of your own allocation.

Please sign and return to the undersigned a duplicate copy of this letter to indicate our mutual agreement.

Very truly yours,

ATLANTIC RICHFIELD COMPANY,
Incorporated

By J. W. Gendron
Vice President

AGREED TO:

BP OIL CORPORATION

By _____
Vice President Asst. Treasurer

March 4, 1969

ATR000000409

THIS AGREEMENT, made this 17th day of March, 1969, by and between BP OIL CORPORATION, formerly BP Exploration U.S.A., Inc., ("BP") a Delaware corporation, and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation ("ARCO").

WITNESSETH:

WHEREAS, BP has agreed to purchase certain property from ARCO pursuant to the agreement (the "Agreement") between ARCO and BP dated December 18, 1968, and supplemented by amendments dated February 20, 1969, and March 3, 1969.

WHEREAS, it will be necessary for BP to establish an organization to operate the property to be acquired by it pursuant to the Agreement (such property being referred to in the Agreement and herein as the "Assets"), as a separate and complete business entity, which BP intends to do as soon as possible; and

WHEREAS, ARCO is willing to assist BP in the operation of the Assets (other than the Pipeline Assets, as defined in the Agreement) until such time as BP has established an organization to operate the Assets, as herein provided, the parties hereby mutually agree as follows:

I. ARCO will use its best efforts to operate and maintain the Assets (other than the Pipeline Assets) as a viable and operating petroleum business and as a separate and complete business entity. The services of ARCO shall include, but not be limited to (1) providing personnel for the operation and maintenance of the Assets, (2) establishing and servicing all records and providing all administration services, including credit cards, reasonably necessary for the business,

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(3) providing sales and distribution personnel, and (4) all other services reasonably necessary to maintain the Assets as a going and viable business concern.

In any matter where BP gives specific instructions to ARCO, ARCO shall act in accordance therewith. In all other matters, ARCO shall act in accordance with its reasonable judgment, consistent with the intent and purpose of the Agreement. Anything herein or in the Agreement to the contrary notwithstanding, ARCO shall act only in accordance with specific instructions from BP in all matters involving management judgment relating to marketing activities, including pricing and credit terms to customers.

II. BP shall indemnify, defend and hold ARCO harmless against all claims, actions, demands, losses or liabilities arising out of or based on the performance by ARCO of its obligations hereunder, except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO or the failure by ARCO to comply with its obligations hereunder.

III. The parties agree that, subject to the limitations of ARCO's existing systems of accounting, machine record keeping and similar matters, ARCO shall provide BP with all relevant information concerning the conduct of the business and use its best efforts to meet any special requirements requested by BP. ARCO, subject to such limitations, shall provide such information at such times and in such detail as BP may reasonably request.

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IV. BP agrees that ARCO may commingle funds received on behalf of BP with its own funds and may make advances and other disbursements on BP's behalf that are reasonably necessary to operate the Assets. On or before the 15th day of each month, ARCO shall deliver to BP a statement of accounts hereunder as of the end of the preceding month, showing to the extent practicable receipts and disbursements by ARCO for the account of BP during the month, cash balances as of the end of the month, the amount due to ARCO pursuant to Section VIII hereof for such month and such other relevant financial information as ARCO and BP may from time to time agree, and BP shall promptly pay to ARCO, or ARCO shall promptly pay to BP, whatever amount is shown by such statement to be due from one to the other. BP shall have the right to examine the records of ARCO at such time and in such manner as it may reasonably request in order to verify the information in such statements.

V. All record keeping and accounting on behalf of BP shall be according to good accounting practices and as BP may from time to time direct.

VI. ARCO will arrange to place and maintain insurance on the Assets as and when directed by BP. In the absence of instructions from BP, ARCO shall place and maintain such insurance coverage as shall in the judgment of ARCO be suitable for properties of the character involved.

VII. ARCO shall be responsible for wages, salaries and other employee benefits of those employees on ARCO's payroll, who are assigned to do work or perform services as provided in this agreement for the benefit of BP.

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VIII. ARCO shall not be entitled to any fee for its services performed pursuant to this agreement, but BP shall reimburse ARCO for its actual cost of performing services for BP, including ARCO's indirect and direct costs. ARCO shall keep such records that are necessary for an allocation of costs between ARCO and BP and shall furnish such evidence as BP may reasonably require to substantiate its charges hereunder.

IX. ARCO shall have the right to execute on behalf of and for BP all contracts, deeds, leases and any other document, necessary or incidental to the operation of the Assets in the ordinary course of business. BP shall have the right to limit the exercise of ARCO's right to execute any such documents by written communication received by ARCO sufficiently in advance for ARCO to effectively notify its personnel.

X. ARCO shall have the right to employ, contract for or otherwise obtain contractors, agents or other personnel that may be necessary for the operation of the Assets.

XI. The term of this agreement shall be for one year with BP having the right to extend it on not less than one month's notice for a period of an additional six months if the termination of any services would in the judgment of BP cause undue hardship to BP. BP may at any time on not less than one month's notice to ARCO terminate any of the services of ARCO hereunder in order that BP may thereafter undertake such function for itself. Notwithstanding any such partial termination, this agreement shall remain in full force and effect with respect to all other services to be performed by ARCO hereunder.

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XII. Nothing herein shall supersede or limit any obligations undertaken by ARCO in the Agreement to provide services to or otherwise to assist BP in the operation of the Assets.

XIII. Notwithstanding anything to the contrary contained in this agreement, BP and ARCO agree that if this agreement is signed on a date other than the first day of a month, then during the period (hereinafter called the "initial period") from the date of signature through the last day of the same month all advances and disbursements that are reasonably necessary to operate the Assets shall be made by ARCO without recourse to BP, and all cash received by ARCO during the initial period from the operation of the Assets shall be retained by ARCO without any obligation to account to BP therefor.

IN WITNESS WHEREOF, ARCO and BP have caused this Agreement to be signed by its duly authorized officers this day, year and month first written.

ATLANTIC RICHFIELD COMPANY

By _____

BP OIL CORPORATION

By _____

ATR000000414

CREDIT AGREEMENT

CREDIT AGREEMENT, made this 5th day of March, 1969 between BP OIL CORPORATION, formerly BP Exploration U.S.A., Inc., a Delaware corporation (hereinafter called "BP"), and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation (hereinafter called "ARCO").

WITNESSETH:

WHEREAS, to assure the payment of the purchase price of certain assets that were this day purchased by BP from ARCO, BP has duly authorized the issuance of its 7% Notes ("Notes"), in the aggregate principal amount of $400,000,000.00, and such additional sum as represents deferred interest, and to provide the terms and conditions upon which the Notes are to be issued and delivered, BP has duly authorized the execution of this Credit Agreement;

WHEREAS, the Notes are to be in the form attached hereto as Exhibit "A":

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

Section 1. Definitions.

Section 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Credit Agreement and of any supplement hereto shall have the respective meaning specified in this Section 1.01.

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(1) North Slope Properties:

The term "North Slope Properties" shall mean the interests in underground reserves of oil in the property identified by the schedule of leases attached as exhibit "B" hereto which are owned by (i) BP, (ii) any Subsidiary of BP or (iii) any corporation (other than a Subsidiary of BP) which controls, is controlled by, or is under common control with, BP and which agrees with ARCO that it will join as a party to this Credit Agreement and guarantee the notes issued or to be issued hereunder. However a corporation referred to in (iii) may unilaterally terminate its guarantee and withdraw as a party to this Credit Agreement so long as (a) there is in existence no event of default which is continuing beyond the applicable grace period and (b) such termination and withdrawal does not cause an event of default.

(2) Commercial Quantities of Oil:

The term "Commercial Quantities of Oil" shall mean an amount of 375,000 barrels (42 U. S. gallons per barrel) produced and shipped by sea or pipeline from Alaska by BP from its North Slope Properties.

(3) Note or Notes:

The term "Note" or "Notes" shall mean any Note or Notes, as the case may be, duly executed and delivered under this Credit Agreement.

(4) Event of Default:

The term "Event of Default" shall mean any event specified in Section 4.01, continued for the period of time, if any, and after the giving of the notice, if any, therein designated.

(5) Subsidiary:

The term "Subsidiary" shall mean any corporation at least a majority of the outstanding securities of which having ordinary voting power, or the voting power happening upon an event, to elect a majority of the board of directors of such corporation is at the time owned or controlled directly or indirectly by BP or one or more Subsidiaries of BP.

(6) Tangible Assets Ratio:

The term "Tangible Assets Ratio" shall mean the number resulting from dividing the net tangible assets of BP by Funded Debt. Net tangible assets shall mean tangible assets less current liabilities (including revolving credits from commercial banks) of BP, all calculated in accordance with sound accounting practice. In arriving at net tangible assets appropriate reductions shall be made for reserves for depreciation, depletion, and other reserves and deferred credits as well as items such as "good will" and the like. There shall also be deducted any investments in or advances to subsidiaries or affiliates unless such subsidiaries or affiliates are bound by the terms of this agreement or unless such investments, advances or loans are to a subsidiary or affiliate engaged primarily in pipeline or other oil transportation activities. Also in arriving at net tangible assets there shall be included for purposes of this Tangible Assets Ratio the North Slope Reserve Appraisal.

(7) Subordinated Debt:

The term "Subordinated Debt" shall mean funded debt of BP which by its terms is subordinated to the Notes as to payment of principal and interest and which confers on the debt represented by the Notes a prior claim on the assets of BP in the Event of Default.

(8) Cash Flow:

The term "Cash Flow" shall mean net operating income of BP after provision for any income tax plus depreciation and depletion and any other non-cash items which are charged against net operating income.

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(9) Guaranteed Debt:

The term "Guaranteed Debt" shall mean debt of any party other than BP or its Subsidiaries, the payment of which has been guaranteed by BP.

(10) Funded Debt:

The term "Funded Debt" shall mean any obligation of BP for borrowed money (exclusive of Subordinated Debt) maturing by its terms more than one year from the date thereof, and shall include all such debt issued or assumed by BP as well as Guaranteed Debt. Revolving credits from commercial banks are excluded from the definition of Funded Debt.

(11) North Slope Reserve Appraisal:

The term "North Slope Reserve Appraisal" shall mean the appraised value from time to time of the North Slope Properties plus the appraised value from time to time of any significant new oil discoveries by BP in the U. S. A. or Canada occurring after date hereof. Such appraisals shall be agreed to by both parties but in the event of disagreement DeGolyer and MacNaughton shall provide an appraisal binding upon both parties. As of the date of this Agreement the North Slope Reserve Appraisal is agreed to be one billion dollars ($1,000,000,000).

Section 2. Terms.

Section 2.01. Date of Notes. The Notes shall be dated April 1, 1969 and in the case of Notes evidencing deferred interest, on the interest due date.

Section 2.02. Payments of Principal and Interest. Principal and interest on the Notes shall be payable as provided in Section XII of the Agreement for the Sale of Assets by Atlantic Richfield Company to BP dated December 18, 1968, as supplemented. The Notes shall be in the form of Exhibit A.

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Section 2.03. Prepayment. BP may prepay all or any of the Notes at any time, and from time to time upon payment of principal and accrued interest to the date of prepayment. Prepayments shall be applied to installments in the inverse order of their maturity.

Section 2.04. New York Clearing House Funds. Each payment of principal and interest shall be made in New York Clearing House Funds.

Section 2.05. Place of Payment. Payment of principal and interest on the Notes shall be made at the place prescribed in the form of Note attached hereto.

Section 3. Particular Covenants of BP

Section 3.01. Payment of principal and interest. Subject to Section 2.02 BP covenants and agrees that it will duly and punctually pay or cause to be paid the principal and interest on each of the Notes at the place, at the respective times and in the manner provided herein.

Section 3.02. Negative Covenants. While any of the Notes are outstanding, and except with the consent of ARCO, which consent shall not be unreasonably withheld, BP, or its subsidiaries will not:

(1) Distributions to Owners: Except for dividends from its subsidiaries to BP, pay any dividends (other than dividends in common stock of BP) nor purchase any stock of BP for value unless:

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(a) the initial required principal payment on all the Notes has been made, and there has not been any event of default remaining uncured, and

(b) cash flows in the preceding fiscal years exceed, cumulatively, total debt service requirements (mandatory principal amortization plus interest) in those years.

In the event that dividends or purchases of BP stock are permissible BP may pay dividends or purchase BP stock in any fiscal year to the extent that Cash Flows in the preceding fiscal years cumulatively exceeded the cumulative debt service requirements as calculated in 3.02 (1) (b) above, and provided BP does not estimate such payments or purchase of BP stock would result in the net Cash Flow, less such payments and purchases, being less than the debt service requirements in the fiscal year of payment or purchase.

(2) Retention of Assets: Sell or otherwise dispose of all or the major portion of the North Slope Properties if as a result thereof the Tangible Assets Ratio were to fall below two.

(3) Incurrence of Other Debt: Incur and draw down any Funded Debt in addition to the Funded Debt evidenced by the Notes unless, after giving credit thereto, the Tangible Assets Ratio shall be and shall remain a number no less than two.

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(4) Prepayment on Other Debt: Voluntarily prepay any Funded Debt other than the Funded Debt evidenced by the Notes, unless the prepayment is for purposes of a refunding operation.

Section 3.03. Other Covenants. During the period that any Notes are outstanding BP will deliver to Atlantic Richfield Company

(1) within one hundred and twenty (120) days after the end of each fiscal year of BP a copy certified by independent public accountants of the consolidated balance sheet of BP and its consolidated statements of profit and loss and surplus for such year and,

(2) within forty-five (45) days after the end of each of the first three quarters of each fiscal year similar accounting statements certified (subject to year end audits) by an accounting officer of the company, and,

(3) within ninety (90) days after the end of each fiscal year a certificate signed by an officer of BP to the effect that there has been no event of default under this credit agreement, during such fiscal year.

Section 3.04. Warranty of Ownership. BP warrants that except for the royalty interest of BP Exploration Company (Alaska) Inc. on the date of execution of this Credit Agreement it is the lessee of unencumbered underground reserves on the North Slope Properties.

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Section 4. General Provisions.

Section 4.01. Events of Default. Each of the following shall be deemed an Event of Default.

(a) Failure by BP to pay interest or principal on any Notes when due by their terms, provided such failure continues for 30 days.

(b) Failure by BP duly to observe or perform any obligations, covenants or agreements in the Notes or in this Credit Agreement for a period of 30 days after written notice of such failure, shall have been given by any Note Holder.

(c) If BP shall

(1) admit in writing its inability to pay its debts generally as they become due, or

(2) file a petition in bankruptcy or a petition to take advantage of any insolvency act, or

(3) make an assignment for the benefit of its creditors, or

(4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property; or

(5) fail to pay at maturity, or within any applicable period of grace, any obligation for borrowed monies or advances, unless BP shall in good faith contest the obligation, and any judgment entered as a result of such litigation shall be forthwith discharged, or stayed pending an appeal.

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(6) file a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America, or any State thereof relating to insolvency or inability to pay debts when they mature; or

(7) on a petition in bankruptcy filed against it, be adjudicated a bankrupt; or a court of competent jurisdiction shall enter an order or decree appointing, without the consent of BP, a receiver or trustee of BP or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of BP under the Federal Bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof relating to insolvency or inability to pay debts when they mature, and such adjudication, order or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of the entry thereof.

Section 4.02. Acceleration of Notes. If an Event of Default shall have occurred and continue after the applicable grace period the holder of any Note may proceed to accelerate and declare forthwith due all principal and accrued interest represented by the Note or Notes held by him, without presentment, demand or protest, all of which are hereby waived.

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Section 4.03. Replacement Notes. Following the issuance of the Notes the bearer shall have the privilege of substituting any or all of them for Notes of different denominations from time to time and BP shall immediately effect each substitution when so requested.

Section 4.04. Remedies. The Note holder after an Event of Default, and the expiration of any applicable grace period, may proceed to protect and enforce its rights by an action at law or equity.

Section 4.05. Costs. If an Event of Default continues after the applicable grace period, BP shall pay all costs of collection including reasonable attorney fees and costs.

Section 4.06. Waiver. Neither failure nor delay on the part of any holder of any Note to exercise any rights, remedy or privilege provided herein shall operate as a waiver thereof or of the right or exercise of any further or subsequent right, remedy or privilege.

Section 4.07. Sale of Notes. The Notes may not be sold by ARCO before 1st, January, 1971 and thereafter only after giving BP fifteen (15) days written notice of the terms and conditions of the proposed sale. BP may purchase the notes at the price and on the terms contained in the notice of proposed sale, by accepting the offer within fifteen (15) days of mailing of said notice.

IN WITNESS WHEREOF, the parties have caused their names, to be signed and their seals affixed this day and year written.

ATLANTIC RICHFIELD COMPANY

By _____

BP OIL CORPORATION

_____

_____

ATR000000425

BP OIL CORPORATION
620 Fifth Avenue
New York, N.Y.

7% Promissory Notes

New York, N.Y.
$_____ _____19__

BP OIL CORPORATION ("BP"), a Delaware corporation, for value received, hereby promises to pay to _____ or order, on December 31, 1977, the principal amount of $_____, and to pay interest on the unpaid balance of such principal amount from date hereof, at the rate of 7% per annum, payable annually, until the principal shall become due and payable (whether at maturity, or by prepayment, or acceleration, or otherwise). Payments of principal and interest shall be made in lawful money of the United States of America, in New York Clearing House Funds, at the office of Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York, or such other office as _____ may from time to time designate.

This Note is one of BP's Notes issued pursuant to a certain Credit Agreement dated _____ between BP and _____. The Notes are subject to certain mandatory prepayment provisions, certain acceleration provisions, and certain voluntary prepayment provisions, all as provided in the Credit Agreement. The Notes are also subject to certain provisions which allow the deferral of interest payments, at the option of BP as provided in the Credit Agreement. The Notes are additionally subject to certain rights of purchase by BP in the event the Notes are offered for sale to any third party, as provided in the Credit Agreement, to which reference is made for a more particular description of the rights and obligations of BP.

This Note is made and delivered in New York, New York, and shall be governed by the laws of the State of New York.

BP OIL CORPORATION

By_____

This Exhibit A amends Exhibit I of the Agreement for Sale of Assets by Atlantic Richfield Company to BP Oil Corporation dated December 18, 1968, so that said Exhibit I shall read the same as this Exhibit A.

ATR000000426

EXHIBIT B

Prudhoe Bay Structure
Leases of British Petroleum

Block	Township	Range	Lease No.	No. of Acres
1	11N	15E	28320	2560
3	11N	16E	28338	2469
4	11N	16E	28339	2480
5	11N	16E	28340	2560
8	11N	16E	28342	2560
9	11N	16E	28343	2491
8	10N	16E	28348	2560
9	10N	16E	28349	2523
4	10N	15E	28330	2512
5	10N	15E	28331	2560
7	10N	15E	28333	2560
9	10N	15E	28335	2523
1	10N	14E	28311	2560
2	10N	14E	28312	2560
6	10N	14E	28315	2560
4	11N	14E	28305	2480
8	11N	14E	28309	2560
9	11N	14E	28310	2491
1	11N	13E	28280	2560
2	11N	13E	28281	2560
3	11N	13E	28282	2469
4	11N	13E	28283	2480
5	11N	13E	28284	2560
6	11N	13E	28285	2560
7	11N	13E	28286	2560
8	11N	13E	28287	2560
1	11N	12E	28260	2560
7	12N	13E	28277	2560
8	12N	13E	28278	2560
9	12N	13E	28279	2459
				76017

ATR000000427

DEED

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

This Deed made this 4th day of March 1969 from ATLANTIC RICHFIELD COMPANY (hereinafter called "ARCO"), a Pennsylvania corporation, to BP OIL CORPORATION (hereinafter called "BP"), a Delaware corporation.

WITNESSETH:

WHEREAS, by the terms of a certain Agreement for the Sale of Assets by ATLANTIC RICHFIELD COMPANY to BP EXPLORATION U.S.A., INC. (which has since changed its name to BP OIL CORPORATION), said Agreement being dated December 18, 1968, and as amended by agreement dated February 20, 1969 and as further amended by agreement dated March 3, 1969, (said Agreement as so amended being called the "Agreement") ARCO agreed to sell and BP agreed to buy certain property as more particularly set forth in said contract; and

WHEREAS, on March 3, 1969 (the "effective date") SINCLAIR OIL CORPORATION merged into ARCO which became the surviving corporation by operation of law and all assets of SINCLAIR OIL CORPORATION were thereby transferred to ARCO;

ATR000000429

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, ARCO does hereby grant, bargain, sell and convey unto BP the real estate to wit:

(1) Those service stations, service station sites, offices and office buildings, bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which

were owned by SINCLAIR OIL CORPORATION on the effective date and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida and the District of Columbia, (hereinafter collectively called the East Coast Marketing Area), including, without limitation, all right, title and interest in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances belonging to or appertaining to such properties and all buildings, structures and improvements located on such properties, and necessary or incidental to the activities conducted thereon, but excepting any real estate owned by a certain joint venture of SINCLAIR and KOPPERS CO., INC. (SINCLAIR - KOPPERS COMPANY) or by SINCLAIR-KOPPERS CHEMICAL COMPANY, a Delaware corporation, owned by the joint venture, and any real estate owned by SINCLAIR and used exclusively for petrochemicals produced at any plant not included in the sale to BP under the Agreement.

(2) Two refineries, one in Marcus Hook, Delaware County and Chester County, Pennsylvania, (the SINCLAIR Refinery) and the other located adjacent to Port Arthur, Jefferson County, Texas (the ARCO ATRECO Refinery), including, without limitation, land, plant and office facilities, docks, marine terminal facilities, tankage and other structures and improvements located on the site of each refinery which are owned and being used in connection with its operation and maintenance, and all storage facilities not located on the site of either refinery but owned and used in connection with the operations of such refinery.

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ARCO shall prepare, execute, [illegible]owledge and deliver separate deeds in recordable form for each of the properties included in the foregoing description and, as BP may request, such other instruments of further assurance all in accordance with the Agreement.

ARCO warrants that BP shall have good and marketable title, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value or present use of the property conveyed hereby which is subject thereto or affected thereby, or otherwise materially impair present business operations.

IN WITNESS WHEREOF, ARCO has caused its name to be signed and the seal affixed and attested to by its proper corporate officers all being duly authorized to act this day, month and year first weritten.

ATLANTIC RICHFIELD COMPAN

SEAL

By _____
President

ATTEST:

_____
Assist Secretary

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared T.F. BRADSHAW, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the President of ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

_____
Notary Public in and for New York County, New York

MARGUERITE A. KENT
[illegible]

ATR000000431

DEED

STATE OF TEXAS |
|
COUNTY OF JEFFERSON |

KNOW ALL MEN BY THESE PRESENTS:

THAT the ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN DOLLARS ($10) and other valuable consideration paid by BP OIL CORPORATION, a Delaware corporation, the receipt of which is hereby acknowledged, has granted, sold and conveyed and does hereby grant, sell and convey unto the said BP OIL CORPORATION (hereinafter called "GRANTEE"),

ALL THOSE TWO CERTAIN parcels of land and premises with the improvements, buildings, oil refinery plant facilities, petroleum and petroleum products storage tanks and other related facilities thereon, SITUATE in Jefferson County, Texas, and more particularly described as follows:

PARCEL NO. 1. BEGINNING at the point of intersection of the Northwesterly (sometimes called the North) boundary line of Block 5, Range A, Port Arthur Land Company Survey, Jefferson County, Texas, and the Northeasterly line of the 120-feet-wide right of way of the State farm to market Road No. 366 (sometimes called the Pure Atlantic Road); extending THENCE (1) with the said Northeasterly line of the said Road South 48 degrees 47 minutes 00 seconds West 1,150.00 feet to a point at line of lands of the Atlantic Pipe Line Company; THENCE (2) with the said Atlantic Pipe Line Company lands North 41 degrees 13 minutes 00 seconds East 120.00 feet to the Southwesterly line of the 50-feet-wide right of way of the Texarkana and Fort Smith Railway Company (now part of The Kansas City Southern Railway Company system); THENCE (3) with the said Railway right of way line North 48 degrees 47 minutes 00 seconds West 1,150.00 feet to the said Northwesterly boundary line of the said Block 5; and THENCE (4) with the said boundary line of the said Block 5 South 41 degrees 13 minutes 00 seconds West 120.00 feet to the point and place of beginning.

PARCEL NO. 2. BEGINNING at the point of intersection of the said Northwesterly boundary line of Block 5, Range A, Port Arthur Land

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Company Survey and the Northeasterly line of the 50-foot-wide right of way of the said Texarkana and Fort Smith Railway Company; extending THENCE (1) with the said Northeasterly line of the said Railway right of way South 48 degrees 47 minutes 00 seconds East 1,150.00 feet to a point at line of a parcel of land of the Atlantic Pipe Line Company; THENCE with land of the Atlantic Pipe Line Company the next 6 courses and distances numbered 2 to 7 inclusive--(2) North 41 degrees 13 minutes 00 seconds East 330.00 feet; (3) South 48 degrees 47 minutes 00 seconds East 485.00 feet; (4) North 41 degrees 13 minutes 00 seconds East 2,567.50 feet; (5) South 61 degrees 17 minutes 00 seconds East 533.80 feet; (6) South 41 degrees 13 minutes 00 seconds West 433.44 feet; (7) South 48 degrees 47 minutes 00 seconds West 2,951.41 feet to a point at the Northeasternmost corner of the parcel of land of the Atlantic Pipe Line Company which corner is at the distance of 140.00 feet measured North 17 degrees 05 minutes 00 seconds East of the Northwesterly line of State Highway No. 87; THENCE (8) North 17 degrees 05 minutes 00 seconds East 1,570.70 feet to a point at the Southeasterly corner of another parcel of land of the Atlantic Pipe Line Company; THENCE with the line of the last mentioned land of the Atlantic Pipe Line Company the next 10 courses and distances numbered 9 to 18 inclusive--(9) North 48 degrees 47 minutes 00 seconds West 2,169.00 feet; (10) South 41 degrees 13 minutes 00 seconds West 50.00 feet; (11) North 61 degrees 17 minutes 00 seconds West 1,145.32 feet; (12) South 41 degrees 13 minutes 00 seconds West 101.60 feet; (13) North 61 degrees 36 minutes 00 seconds West 239.44 feet; (14) North 28 degrees 24 minutes 00 seconds East 139.37 feet; (15) South 61 degrees 36 minutes 00 seconds East 67.98 feet; (16) North 17 degrees 33 minutes 00 seconds East 233.13 feet; (17) North 61 degrees 36 minutes 00 seconds West 36.80 feet; (18) North 17 degrees 33 minutes 00 seconds East 5,951.20 feet to the Neches River; THENCE upstream with the said Neches River the next 3 courses and distances numbered 19, 20 and 21 respectively--(19) North 79 degrees 13 minutes 00 seconds West 69.10 feet; (20) North 78 degrees 12 minutes 00 seconds West 525.00 feet; (21) North 76 degrees 57 minutes 00 seconds West 573.40 feet to a point at the Northwesternmost corner of land conveyed by Atlantic Pipe Line Company to The Atlantic Refining Company by Deed dated December 30, 1936,

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recorded in Jefferson County Deed Records in Volume 433, page 416; THENCE (22) with the Westernmost line of land so conveyed to The Atlantic Refining Company South 17 degrees 33 minutes 00 seconds West 5,246.06 feet to a point in line of land conveyed by Port Arthur Country Club to The Atlantic Refining Company by Deed dated June 23, 1954, recorded in said Deed Records in Volume 939, page 349; THENCE with the line of said land so conveyed by Port Arthur Country Club the next 12 courses and distances numbered 23 to 34 inclusive--(23) North 59 degrees 44 minutes 00 seconds West 239.40 feet to a concrete marker with brass disk marked A.R.Co. 1; (24) North 43 degrees 34 minutes 30 seconds West 321.80 feet to a concrete marker with brass disk marked A.R.Co. 2; (25) North 32 degrees 59 minutes 30 seconds West 312.70 feet to a concrete marker marked 3; (26) North 41 degrees 58 minutes 00 seconds West 120.20 feet to marker No. 4; (27) North 73 degrees 51 minutes 00 seconds West 288.40 feet to concrete marker No. 5; (28) South 84 degrees 04 minutes 00 seconds West 186.70 feet to concrete marker No. 6; (29) South 15 degrees 00 minutes 00 seconds West 184.00 feet to concrete marker No. 7; (30) South 04 degrees 51 minutes 00 seconds West 162.00 feet to concrete marker No. 8; (31) South 13 degrees 44 minutes 00 seconds West 216.00 feet to concrete marker No. 9; (32) South 38 degrees 03 minutes 00 seconds West 376.80 feet to concrete marker No. 10; (33) South 59 degrees 27 minutes 00 seconds West 304.10 feet to concrete marker No. 11; (34) South 78 degrees 21 minutes 00 seconds West 120.20 feet to a concrete monument set at the Northeasternmost corner of land (a portion of the former Port Arthur Country Club tract) conveyed by The Atlantic Refining Company to Petro Gas Producing Company by Deed dated July 13, 1959, recorded in said Deed Records in Volume , page ; THENCE (35) with the Easternmost line of land so conveyed to Petro Gas Producing Company South 41 degrees 11 minutes 30 seconds West 1,254.60 feet to a concrete monument set in the Northeast line of Grandview Avenue; THENCE (36) South 41 degrees 11 minutes 30 seconds West 30.00 feet to an iron rod set in the center line of Grandview Avenue; THENCE (37) with the center line of Grandview Avenue South 48 degrees 48 minutes 30 seconds East 1,719.60 feet to an iron rod in the common boundary line between Blocks 5 and 6, Range A of the said Port

ATR000000437

thur Land Company Survey; and THENCE) with the common boundary line between the said Blocks 5 and 6 South 41 degrees 13 minutes 00 seconds West 1,205.40 feet to the place of beginning.

EXCEPTING therefrom that portion thereof containing 1.003 acres of land more or less conveyed to the State of Texas for the widening and improvement of State Highway No. 87 by Deed from Atlantic Richfield Company dated January 7, 1969, recorded in said Deed Records in Volume , page .

BEING lands and premises remaining to the Atlantic Richfield Company (formerly The Atlantic Refining Company) out of and from lands and premises conveyed in the following several Deeds, to wit:

1. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated December 30, 1936, recorded in the said Deed Records in Volume 433, page 418;

2. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated May 28, 1937, recorded in the said Deed Records in Volume 437, page 413;

3. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 31, 1937, recorded in the said Deed Records in Volume 437, page 414;

4. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1937, recorded in the said Deed Records in Volume 457, page 236;

5. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated February 1, 1939, recorded in the said Deed Records in Volume 464, page 59;

6. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 2, 1941, recorded in the said Deed Records in Volume 497, page 586;

7. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated April 16, 1942, recorded in the said Deed Records in Volume 512, page 228;

8. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated January 12, 1943, recorded in the said Deed Records in Volume 524, page 483;

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Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1950, recorded in the said Deed Records in Volume 817, page 296; and

10. Deed from Port Arthur Country Club to The Atlantic Refining Company dated June 23, 1954, recorded in the said Deed Records in Volume 939, page 349.

The name of The Atlantic Refining Company, by lawful action of its Board of Directors on May 3, 1966, was changed to Atlantic Richfield Company.

TOGETHER WITH the right to extend to any bulkhead and pierhead lines that have been or may be hereafter established and together with all and every the riparian rights in the Neches River; and also

TOGETHER WITH and including without limitation all plant and office facilities, tankage, piping and other structures and improvements located on the said land and premises used in connection with the operation and maintenance of the oil refinery plant facilities located thereon; and also

TOGETHER WITH and including without limitation all right, title and interest of GRANTOR

(a) in and to any and all strips and gores of land, if any, adjoining the said lands and premises;

(b) in, to and under the roads, highways and railroad rights of way adjoining the said lands and premises; and

(c) in and to all hereditaments, privileges, easements, rights of way or use, servitudes, licenses and appurtenances belonging to or appertaining to said lands and premises and necessary or incidental to the activities conducted thereon.

ATR000000439

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UNDER AND SUBJECT, nevertheless to the following several agreements, to wit:

1. Easement from The Atlantic Refining Company to Jefferson County Drainage District No. 7 dated May 16, 1951, recorded in the said Deed Records in Volume , page ;

2. Easement (License Agreement) from The Atlantic Refining Company to Jefferson County Water Control and Improvement District No. 1 dated November 30, 1948, recorded in the said Deed Records in Volume 720, page 609;

3. Easement from The Atlantic Refining Company to United Gas Pipe Line Company dated November 18, 1941, recorded in the said Deed Records in Volume , page ;

4. Utility Easement from The Atlantic Refining Company to City of Port Arthur dated March 29, 1960, recorded in the said Deed Records in Volume , page ;

5. Easement from The Atlantic Refining Company to Houston Pipe Line Company dated November 3, 1960, recorded in the said Deed Records in Volume , page ;

6. Easement from The Atlantic Refining Company to Defense Plant Corporation dated September 30, 1943, recorded in the said Deed Records in Volume , page ; and

7. Easement from The Atlantic Refining Company to Gulf States Utilities Company dated January 20, 1960, recorded in the said Deed Records in Volume , page .

TO HAVE AND TO HOLD the said [illegible] and premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, EXCEPTING, however, and UNDER AND SUBJECT, nevertheless, as aforesaid, and GRANTOR hereby binds itself, its successors and assigns to warrant and forever defend all and singular the premises EXCEPTING AND SUBJECT as aforesaid unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise.

EXECUTED this day of , 196 .

ATLANTIC RICHFIELD COMPANY

ATTEST

By_____
Vice President

_____
Assistant Secretary

STATE OF NEW YORK
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared , known to me to be the person whose name is subscribed to the foregoing instrument as a Vice President of ATLANTIC RICHFIELD COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said ATLANTIC RICHFIELD COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , 196 .

_____
Notary Public in and for
_____ County, New York

ATR000000441

ASSIGNMENT

For value received, ATLANTIC RICHFIELD COMPANY (succesor by merger to Sinclair Oil Corporation) hereby transfers, sets over and assigns unto BP Oil Corporation, without recourse, all of the right, title and interest of Sinclair Oil Corporation in and to each and every of the Petroleum Product Exchange Agreements listed and identified on the attached Exhibit A which is made a part hereof. This Assignment is to be effective April 1, 1969.

WITNESS the due execution hereof as of the of March, 1969.

ATLANTIC RICHFIELD COMPANY,
incorporated

By_____
Vice President

BP OIL CORPORATION hereby accepts the above Assignment and, in consideration thereof, hereby agrees with Atlantic Richfield Company to perform faithfully each and every of the obligations of Sinclair Oil Corporation under said agreements and covenants to indemnify and hold harmless Atlantic Richfield Company from any and all cost, liability and expense arising directly or indirectly by reason of breach by BP Oil Corporation of any of such obligations under any of said agreements.

IN WITNESS WHEREOF, BP Oil Corporation, intending to be legally bound, has duly executed this agreement as of March , 1969.

BP OIL CORPORATION

By_____
Vice President

ATR000000443

PRODUCT EXCHANGE AGREEMENTS ASSIGNED TO
BP OIL CORPORATION
(SINCLAIR EXCHANGE NUMBERS)

EXCHANGE NUMBER	EXCHANGER
ADX-111	Union Oil of Calif.(Pure Oil Divisic
ADX-134	Union Oil of Calif.(Pure Oil Divisic
ADX-141	Union Oil of Calif.(Pure Oil Divisic
ADX-156	Union Oil of Calif.(Pure Oil Divisic
ADX-158	Shell Oil Company
ADX-168	Union Oil of Calif.(Pure Oil Divisic
ADX-220	Phillips Petroleum Company
ADX-238	Phillips Petroleum Company
ADX-275	American Oil Company
ADX-355	Union Oil of Calif.(Pure Oil Divisio
ADX-375	Union Oil of Calif.(Pure Oil Divisio
ADX-378	American Oil Company
ADX-387	Cities Service Oil Company
ADX-389	Phillips Petroleum Company
ADX-390	Cities Service Oil Company
ADX-394	Hess Oil and Chemical Corp.
ADX-395	American Oil Company
ADX-402	Cities Service Oil Company
ADX-404	Phillips Petroleum Company
ADX-408	Shell Oil Company
ADX-410	Hess Oil and Chemical Corp.
ADX-412	Standard Oil Company (Kentucky)
ADX-415	Cities Service Oil Company
ADX-421	Atlantic Richfield Company
ADX-420	Continental Oil Company
ADX-428	Hess Oil and Chemical Corporation
ADX-432	Gulf Oil Company - U. S.
ADX-433	Shell Oil Company
ADX-435	Tenneco Oil Company
ADX-436	Colonial Oil Co.
ADX-437	Phillips Petroleum Company
ADX-441	Gulf Oil Company - U. S.
ADX-451	Shell Oil Company
ADX-452	Shell Oil Company
ADX-453	Union Oil of Calif.(Pure Oil Divisior
ADX-454	Murphy Oil Corporation
ADX-458	Phillips Petroleum Company
ADX-460	Rogers Oil Company
ADX-463	Texaco, Inc.
ADX-444	Cities Service Oil Company

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PRODUCT EXCHANGE AGREEMENTS ASSIGNED TO
BP OIL CORPORATION
(SINCLAIR EXCHANGE NUMBERS)

EXCHANGE NUMBER	EXCHANGER
EDX-119	Metropolitan Petroleum Company
EDX-145	Chevron Oil Company
EDX-146	Chevron Oil Company
EDX-172	Griffith Consumer Company
EDX-190	Chevron Oil Company
EDX-215	Howard Fuel Corporation
EDX-251	Cross Island Oil Terminals, Inc.
EDX-255	Getty Oil Company
EDX-273	Whale Oil Company
EDX-293	The Sico Company
EDX-296	Cities Service Oil Company
EDX-320	Northville Dock Corporation
EDX-359	Humble Oil and Refining Company
EDX-378	Oceana Terminal Corporation
EDX-386	Risolo Fuel Oil Company
EDX-388	American Oil Company
EDX-393	F. C. Haab Co.
EDX-394	F. C. Haab Co.
EDX-419	Northville Dock Corporation
EDX-442	American Mineral Spirits Company
EDX-444	Getty Oil Company
EDX-450	Chevron Oil Company
EDX-453	Ashland Oil and Refining Company
EDX-455	Humble Oil Company
EDX-456	Pocohontas Fuel
EDX-458	Getty Oil Company
EDX-459	Getty Oil Company
EDX-461	McConnell Fuel Oil Company
EDX-492	Ashland Oil and Refining Co.
EDX-502	Metropolitan Petroleum Company
EDX-518	Ashland Oil and Refining Company
EDX-523	Cities Service Oil Company
EDX-528	Getty Oil Company
EDX-534	Phillips Petroleum Company
EDX-541	Northeast Petroleum Corporation
EDX-544	Cities Service Oil Company
EDX-549	Shell Oil Company
EDX-550	Northeast Petroleum Corporation
EDX-557	Burns Bros. Preferred, Inc.
EDX-579	Pure Oil Company (Div. of Union Oil)
EDX-581	Lefferts Terminal Corp.
EDX-582	Cities Service Oil Company
EDX-583	Phillips Petroleum Company
EDX-585	Mobil Oil Corporation
EDX-591	Hess Oil and Chemical Corp.
EDX-590	Petroleum Marketers, Inc.
EDX-605	Hess Oil and Chemical Corp.
EDX-610	P. S. Potter and Sons, Inc.
EDX-615	Cirillo Bros. Petroleum Co., Inc.
EDX-485	Hess Oil and Chemical Corp.

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PRODUCT EXCHANGE AGREEMENTS ASSIGNED TO
BP OIL CORPORATION
(SINCLAIR EXCHANGE NUMBERS)

EXCHANGE NUMBER	EXCHANGER
EDX-616	Metropolitan Petroleum Company
EDX-618	Gulf Oil Corporation
EDX-619	Chevron Oil Company
EDX-620	Ashland Oil and Refining Company
EDX-621	Texaco, Inc.
EDX-622	Mobil Oil Corporation
EDX-623	Gulf Oil Corporation
EDX-624	Northeast Petroleum Corporation
EDX-625	O'Brian (Mobil Oil Corporation)
ADX-464	Pure Oil Company (Div. of Union Oil
ADX-465	Atlantic Richfield Company
ADX-468	Texas City Refining, Inc.
ADX-469	Texaco, Inc.
ADX-471	Standard Oil Company (Kentucky)

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BILL OF SALE AND ASSIGNMENT

Dated: March 3, 1969

Preliminary Statement

Pursuant to a Plan of Merger dated November 26, 1968 between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and SINCLAIR OIL CORPORATION ("Sinclair"), a New York corporation, Sinclair has been merged into ARCO on this date (the "effective date"). ARCO is the surviving corporation and owner of the assets owned by Sinclair prior to the merger. Pursuant to an Agreement for Sale of Assets dated December 18, 1968 between ARCO and BP Exploration U.S.A., Inc. (now named BP Oil Corporation) ("BP"), a Delaware corporation, as amended and supplemented by Supplemental Agreement dated February 20, 1969 and as further amended and supplemented by a Second Supplemental Agreement dated March 3, 1969 (the Agreement for Sale of Assets, as so amended and supplemented, being called the "Agreement"), ARCO agreed to sell, and BP agreed to buy, the rights and properties described in the Agreement (the "Assets") including, without limitation, certain tangible and intangible personal property owned or leased by ARCO or Sinclair immediately prior to the merger.

W I T N E S S E T H :

I. ARCO hereby sells, assigns, grants, conveys, transfers and sets over unto BP all of its right, title and interest in and to the following as of the effective date:

A. All equipment, fixtures, furniture and other

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personal property (except as provided in E of this granting clause) relating to or located on, and necessary or incident to the activities conducted at those service stations, service station sites, office and office buildings, bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were owned by or leased to Sinclair on the effective date and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida and the District of Columbia (hereinafter collectively called the "East Coast Marketing Area") sold and assigned or intended to be sold and assigned to BP pursuant to the Agreement.

B. All movable equipment, tools, catalysts, piping, spare parts and other equipment, fixtures, furniture and other personal property:

1. Located on the site of a refinery in Marcus Hook, Delaware and Chester Counties, Pennsylvania (the "Sinclair Refinery") and on the site of a refinery located adjacent to Port Arthur, Jefferson County, Texas (the "ARCO ATRECO Refinery") (the Sinclair Refinery and ARCO ATRECO Refinery being collectively called the "Refineries") which are owned and being used in connection with the operation and maintenance of each such Refinery; and

2. Located at or on storage facilities which are not located at the site of the Refineries but are owned or used in connection with the operation of either of the Refineries.

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C. All equipment, fixtures and other personal property owned by ARCO or Sinclair prior to the merger and used in connection with the pipelines used for the transportation of crude oil and petroleum products to be sold to BP pursuant to the Agreement; but excluding accessories and equipment used wholly or in part in connection with transportation facilities not being sold to BP pursuant to the Agreement.

D. All motor vehicles, railway cars and barges being used exclusively in connection with the operation and the maintenance of the Assets as of this date; and all motor vehicles, railway cars and barges being used in connection with the operation and the maintenance of the Assets and also in connection with the operation of properties owned by ARCO other than the Assets designated by both ARCO and BP.

E. All of ARCO's interest in and to inventories of petroleum products, TBA and other merchandise of the types being sold by Sinclair in the ordinary course of its business and, as of this date, located in the Assets in the East Coast Marketing Area and in all inventories of crude oil, petrochemical products, tetraethyl lead and other liquids, either produced by or used as feed stock for the Refineries, liquids used for blending or as additives, petroleum products and intermediates used by and located in refinery tankage at the Refineries or used by and located at leased or other facilities being used by ARCO for the storage of such inventories for use at the Refineries.

F. (1) All contracts for the sale to bulk consumers of

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waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the Sinclair Refinery and the ARCO ATRECO Refinery, regardless of billing address;

(2) All contracts for sale to customers of petrochemicals produced in the Assets, regardless of billing address; and

(3) All other contracts for the sale by Sinclair of petroleum products to Sinclair customers whose billing addresses are in the East Coast Marketing Area;

Together with all other contracts pertaining to the relationships between Sinclair and the customers identified in (1)-(3);

But excluding therefrom contracts for the sale to bulk consumers, having billing addresses in the East Coast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases, and process materials produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery, or contracts with customers, having billing addresses in the East Coast Marketing Area, for the sale of petrochemicals produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery.

G. Without recourse, all evidences of indebtedness evidencing loans made by Sinclair or ARCO to customers whose contracts are assigned to BP under F above and all security agreements, including the security interests created thereby, executed as collateral security for such loans.

H. All of the rights owned by Sinclair on the effective date under any outstanding contracts subject to Section 17 of

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Oil Import Regulation I, as it is now or may hereafter be revised or amended, providing for exchange of foreign crude oil for domestic crude oil during calendar year 1969 for crude supply to the Sinclair Refinery.

I. All other contracts relating to, in whole or in part, the conduct of Sinclair's petroleum business in the East Coast Marketing Area, including, without limitation, real estate leases, service station purchase agreements, construction contracts, warranties and guarantees of contractors and equipment suppliers for the benefit of the Assets, credit card exchange agreements and product exchange agreements providing for delivery and receipt of petroleum products by Sinclair in the East Coast Marketing Area; but excepting therefrom the contracts excepted in granting clause F and any product exchange agreements other than the ones specifically identified in this granting clause.

J. All books, records and documents necessary for efficient operation of the Assets by BP, provided, however, that to the extent that ARCO shall deliver complete extracts thereof, such books, records and documents shall not be included in this sale.

II. ARCO hereby sells, assigns, grants, conveys, transfers and sets over unto BP all accounts receivable on ARCO's books as of April 1, 1969 of bulk consumers of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at the Sinclair Refinery and the

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ARCO ATRECO Refinery, regardless of billing address, and the accounts receivable on ARCO's books as of April 1, 1969 of all the customers for petrochemicals produced in the Assets being purchased by BP, regardless of billing address, and all other trade accounts receivable on ARCO's books as of April 1, 1969, or in the case of accounts receivable on cycle billing, as of the close of each cycle of such cycle billing, commencing April 1, 1969 and arising out of Sinclair's petroleum business in the East Coast Marketing Area, having billing addresses in the East Coast Marketing Area, including without limitation, the following types of accounts with billing addresses in the East Coast Marketing Area: retail credit card accounts, retail home heat and burner service accounts, commercial consumer gasoline accounts, service station dealer accounts and wholesale accounts of petroleum and TBA resellers, but excluding accounts receivable on ARCO's books as of April 1, 1969 of bulk consumers, having billing addresses in the East Coast Marketing Area, of waxes, LPG, motor oils, industrial oils, lube oils, greases and process materials produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery, or accounts receivable on ARCO's books as of April 1, 1969 of customers having billing addresses in the East Coast Marketing Area of petrochemicals produced at plants other than the Sinclair Refinery and the ARCO ATRECO Refinery.

III. If any of the contracts described in F and I of granting clause I hereof also relate to Sinclair's petroleum business outside the East Coast Marketing Area, the assignment of any of such contracts hereby made is limited to the portions of such contracts as relate to the East Coast Marketing Area. If any such contracts are not divisible so as to

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be partially assignable and relate to Sinclair's petroleum business outside the East Coast Marketing Area to a greater extent than to such business within the East Coast Marketing Area, such contracts shall be excepted from this Bill of Sale and Assignment.

IV. If any of the contracts described in (1) and (2) of F of granting clause I provide for the sale of products produced in part at facilities other than the Assets and such contracts are divisible so as to be partially assignable, the assignment of any such contracts hereby made shall be limited to the portion of such contract as relates to the Assets. Any contract not so divisible is not assigned hereunder.

V. Any account receivable arising out of a contract the assignment of which is limited or excepted herefrom pursuant to the two preceding paragraphs shall be similarly limited or excepted herefrom.

VI. ARCO represents and warrants that:

As to each of the Assets described herein and owned by ARCO at March 3, 1969, or in the case of the accounts receivable described in granting clause II, April 1, 1969, or, in the case of accounts receivable on cycle billing, as of the close of each cycle of such cycle billing, commencing April 1, 1969, ARCO has or will have good and marketable title thereof free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value or present use of the Assets subject thereto

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or affected thereby, or otherwise materially impair present business operations. As to each of the Assets described herein and leased by ARCO on March 3, 1969, each instrument leasing such Asset is a valid and subsisting lease for the unexpired term thereof and ARCO is not in default thereunder and the leasehold estate created thereby is subject only to the terms and conditions of such lease and the matters referred to in the preceding sentence.

VII. From time to time at the request of BP, ARCO will execute and deliver or cause to be executed and delivered, such instruments and documents and take such other action as BP may reasonably request more effectively to assign, transfer and convey to BP any of the Assets covered by this Bill of Sale and Assignment and any other property or rights intended to be assigned, transferred or conveyed under the Agreement, and to protect the right, title and interest of BP in such Assets and the enjoyment by BP thereof and otherwise to carry out the intent of the Agreement. To the extent that the assignment of any contract hereinabove described shall require the consent of any person, this Bill of Sale and Assignment shall not constitute an assignment of the same if an attempted assignment would constitute a breach of such contract, provided, however, ARCO shall use its best efforts to procure consents to the assignment of any such contracts or, if any such consent cannot be obtained, ARCO shall cooperate with BP in any reasonable arrangement designed to provide for BP the benefits of any such contract.

IN WITNESS WHEREOF, ARCO has caused this Bill of Sale and Assignment to be signed by its duly authorized officer and its seal to be affixed on the 4rd day of March, 1969.

ATLANTIC RICHFIELD COMPANY

[SEAL]

By: _____

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THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared T.F. BRADSHAW known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the PRESIDENT ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

Marguerite A. Kent
Notary Public in and for New York County, New York

MARGUERITE A. KENT
Notary Public, State of New York
No. 24-7237453 Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1970

ATR000000456

ASSIGNMENT OF LEASES AND CONTRACTS

Dated: March 3, 1969

Preliminary Statement

Pursuant to a Plan of Merger dated November 26, 1968 between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and SINCLAIR OIL CORPORATION ("Sinclair"), a New York corporation, Sinclair has been merged into ARCO on this date (the "effective date"). ARCO is the surviving corporation and owner of the assets owned by Sinclair prior to the merger. Pursuant to an Agreement for Sale of Assets dated December 18, 1968 between ARCO and BP Exploration U.S.A., Inc. (now named BP Oil Corporation) ("BP"), a Delaware corporation, as amended and supplemented by Supplemental Agreement dated February 20, 1969 and as further amended and supplemented by a Second Supplemental Agreement dated March 3, 1969 (the Agreement for Sale of Assets, as so amended and supplemented, being called the "Agreement"), ARCO agreed to sell, and BP agreed to buy, the rights and properties described in the Agreement (the "Assets"), including without limitation, certain real property leased by Sinclair and the interest owned by Sinclair in options and contracts relating to real property of the character described in Section I A of the Agreement.

WITNESSETH:

I. ARCO hereby assigns, transfers and sets over unto BP:

A. All right, title and interest in and to, and the leasehold estates created by, the leases to all those service

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stations, service station sites, offices and office buildings, bulk plants, terminal facilities, warehouses, garages and other improved and unimproved real estate which were leased by Sinclair on the effective date and which are located in and relate to marketing activities in the States of Maine, Massachusetts, Vermont, New Hampshire, Connecticut, Rhode Island, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida and the District of Columbia (hereinafter collectively called the "East Coast Marketing Area"), including, without limitation, all right, title and interest under such leases in and to any and all strips and gores of land, and in, to and under any of the streets, sidewalks and alleys adjoining such properties and in and to the tenements, hereditaments, privileges, easements, rights-of-way or use, servitudes, licenses and appurtenances belonging to or appertaining to such properties and all buildings, structures and improvements located on such properties, and necessary or incidental to the activities conducted thereon; but excepting leases of office space at 1700 Broadway, New York City, New York, and 600 Fifth Avenue, New York City, New York, any leases of real estate to a certain joint venture of Sinclair and Koppers Co., Inc. (Sinclair-Koppers Company) or to Sinclair-Koppers Chemical Company, a Delaware corporation, owned by the joint venture, and any lease of real estate to Sinclair which real estate is used exclusively for petrochemicals produced at any plant not included in the sale to BP under the Agreement.

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B. All interests owned by Sinclair on the effective date in all options and contracts to purchase, lease or otherwise acquire properties of the character described in granting clause A of this instrument.

II. ARCO represents and warrants that:

A. Each instrument of lease hereby assigned is a valid and subsisting lease for the unexpired term thereof; ARCO is not in default thereunder, and the leasehold estate created thereby is subject only to the terms and conditions of such lease, and is free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except (1) the lien of taxes not yet due and payable, (2) minor exceptions, not in the aggregate material, and (3) such imperfections in title, easements, leases, encumbrances and mortgages or other liens, as do not materially detract from or interfere with the value or present use of the Assets subject thereto or affected thereby, or otherwise materially impair present business operations.

B. ARCO's interests in the options and contracts assigned hereby are valid and existing; ARCO is not in default under such options and contracts; and such interests are free and clear of all security interests and encumbrances of any nature whatsoever.

From time to time at the request of BP, ARCO will execute and deliver, or cause to be executed and delivered, such instruments and documents and take such other action as BP may reasonably request more effectively to assign, transfer and convey to BP any of the Assets covered or intended to be covered by this Assignment

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of Leases and Contracts under the Agreement, and to protect the right, title and interest of BP in such Assets and the enjoyment by BP thereof and otherwise to carry out the intent of this Agreement. To the extent that the assignment of any lease, option or contract hereinabove described shall require the consent of any person, this Assignment of Leases and Contracts shall not constitute an assignment of the same if an attempted assignment would constitute a breach of such lease, option or contract, provided, however, ARCO shall use its best efforts to procure consents to the assignment of any such leases, options or contracts or if any such consent cannot be obtained, ARCO shall cooperate with BP in any reasonable arrangement designed to provide for BP the benefits of any such lease, option or contract.

IN WITNESS WHEREOF, ARCO has caused this Assignment of Leases and Contracts to be signed by its duly authorized officer and its seal to be affixed on the 3rd day of March, 1969.

ATLANTIC RICHFIELD COMPANY

[SEAL]

By: T. F. Goldsmith

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THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared T. F. BRADSHAW known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the PRESIDENT of ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

Marguerite A. Kent
Notary Public in and for New York County, New York

MARGUERITE A. KENT
Notary Public, State of New York
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1970

ATR000000462

ASSUMPTION AND INDEMNITY AGREEMENT

Dated: March 7, 1969

Preliminary Statement

Pursuant to a Plan of Merger dated November 26, 1968, between ATLANTIC RICHFIELD COMPANY ("ARCO"), a Pennsylvania corporation, and SINCLAIR OIL CORPORATION ("Sinclair"), a New York corporation, Sinclair has been merged into ARCO on the date of this Assumption and Indemnity Agreement (the "effective date"). ARCO is the surviving corporation and owner of the assets owned by Sinclair prior to the merger. Pursuant to an Agreement for Sale of Assets dated December 18, 1968 between ARCO and BP Exploration U.S.A., Inc. (now named BP Oil Corporation) ("BP"), a Delaware corporation, as amended and supplemented by Supplement Agreement dated February 20, 1969 and as further amended and supplemented by a Second Supplemental Agreement dated March 3, 1969 (the Agreement for Sale of Assets as so amended and supplemented being hereinafter called the "Agreement"), ARCO agreed to sell, and BP agreed to buy, the rights and properties described in the Agreement (the "Assets"). Pursuant to the Agreement, ARCO has delivered on this date a Deed to the real property described in Section I of the Agreement, an Assignment of Leases and Contracts covering the leases, options and contracts described in Section I A, a Bill of Sale and Assignment transferring the personal property therein described, and stock powers transferring stock interests in Petro Gas Producing Company and South Hampton Co.

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W I T N E S S E T H :

BP hereby accepts the assignment of and assumes the obligations of ARCO under all of the leases, contracts, licenses and other agreements assigned to BP under the Assignment of Leases and Contracts and the Bill of Sale and Assignment.

BP shall indemnify, defend and hold harmless ARCO against all claims, actions, demands, losses or liabilities arising from the ownership or the operation of the Assets transferred by virtue of the delivery of the Deed, the Assignment of Leases and Contracts, the Bill of Sale and Assignment and the stock powers or arising under or relating to any lease, contract, license or other agreement assigned to and assumed by BP in this Assumption and Indemnity Agreement, accruing from and after the date of this Assumption and Indemnity Agreement, except, in respect of accounts receivable, from and after the date of assignment; except to the extent that any such claim, action, demand, loss or liability shall arise from the gross negligence of ARCO or the failure by ARCO to comply with its obligations under the management contract described in Section I of the Agreement or under the terms of the Agreement relating to functions assumed by ARCO subsequent to the closing.

IN WITNESS WHEREOF, BP Oil Corporation has caused this Assumption and Indemnity Agreement to be executed by its duly authorized officer and its seal to be affixed hereto this 3rd day of March, 1969.

BP Oil Corporation

[SEAL]

By: _____

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THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared C.P.B. HARDCASTLE known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the PRESIDENT of BP OIL CORPORATION, a Delaware corporation, and acknowledged to me that he executed the said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4 day of MARCH, 1969.

Marguerite A. Kent
Notary Public in and for New York County, New York

MARGUERITE A. KENT
Notary Public, State of New York
No. [illegible] Qual. in Kings County
Certificate filed in New York County
Commission Expires March 30, 1970

LEVEL

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TRADEMARK LICENSE AGREEMENT

This Agreement made this 3rd day of March 1969 by and between

ATLANTIC RICHFIELD COMPANY ("ARCO")
a Pennsylvania Corporation

and

BP OIL CORPORATION ("BP"), a Delaware Corporation,
formerly known as B.P. EXPLORATION, U.S.A., INC.

WITNESSETH:

WHEREAS, ARCO is the successor by merger to SINCLAIR OIL CORPORATION ("SINCLAIR") and now owns or controls all of SINCLAIR's trademarks (which term shall include service marks and trade names), whether registered or not, together with the good will of the business in which they had been used at the Closing.

WHEREAS, ARCO and BP entered into a certain Agreement for Sale of Assets dated December 18, 1968, a Supplemental Agreement dated February 20, 1969, and a Second Supplemental Agreement dated March 3, 1969, (collectively referred to as the "Main Contract") in which ARCO undertook to grant to BP certain rights to use said SINCLAIR's trademarks, service marks and trade names.

NOW, THEREFORE, in consideration of the premises, the parties intending to be legally bound hereby agree as follows:

1. ARCO hereby grants to BP and/or its nominees licenses which shall be royalty-free, exclusive except as to ARCO, and irrevocable to use in the East Coast Marketing Area (as defined in the "Main Contract") all said trademarks in connection with products and services of kinds which at the Closing were produced or marketed by or at the Assets (as defined in the "Main Contract"), provided, however, that the products sold and services rendered under the herein licensed trademarks are of a standard of quality prescribed, approved or agreed to by ARCO. For this purpose ARCO will inspect the

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products and services to test their quality to the extent necessary to protect its interest in said trademarks.

2. BP shall use all reasonable efforts to control its manner of use of the herein licensed trademarks to preserve their proprietary character.

3. Use of the herein licensed trademark shall inure to the benefit of ARCO and BP shall not by virtue of such use assert against ARCO any adverse claim of ownership of any such mark.

4. The licenses herein granted shall terminate five years from and after the date hereof.

5. On termination of the licenses herein granted BP and/or its nominees shall discontinue the use of the herein licensed trademarks as soon thereafter as is reasonably feasible and practical to do so.

6. This Agreement, and subject to the terms hereof the licenses herein granted, shall not be assignable by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, ARCO and BP have caused this agreement to be signed by duly authorized officers this day, year and month first written.

BP OIL CORPORATION

By: _____

ATLANTIC RICHFIELD COMPANY

By: _____

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CRUDE OIL SALES AGREEMENT

Marcus Hook (Pa.) Refinery

THIS AGREEMENT made as of March 1, 1969, between Atlantic Richfield Company ("ARCO") and BP Oil Corporation ("BP").

WITNESSETH:

ARCO agrees to sell and deliver and BP agrees to purchase and receive approximately 90,000 barrels per day of foreign and domestic crude oils as herein provided.

GENERAL

1. TERM. The term shall be from April 1, 1969 through December 31, 1969.

2. PAYMENT. BP shall pay for product in United States dollars at par without discount or allowance within ten (10) days of receipt of invoice and shipping and other documents. Remittance shall be sent to the address given in Section 4.

3. ASSIGNMENT. This Agreement is not assignable by either party without the prior written consent of the other.

4. NOTICES AND CONSTRUCTION.

(a) All notices required to be given shall be in writing and sent by U. S. certified mail,

If to ARCO: Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Manager, Supply and Transportation Department

If to BP: The address and person as notified hereafter.

Such address may be changed from time to time by notice given as aforesaid fifteen (15) days before they become effective.

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(b) A "barrel" is 42 st[illegible]rd United States gallons of 231 cubic inches each at 60° Fahrenheit. All volumes shall be corrected as hereafter indicated.

(c) This Agreement shall be subject to the rules and regulations issued by the Oil Import Administration, Department of the Interior, under the United States Government Mandatory Oil Imports Program.

5. MEASUREMENT AND TESTS.

(a) The quantity of each delivery (domestic and foreign) shall be determined by measurements taken in the tanks used to load the lifting vessel using 100% Tank Tables. Temperature corrections to 60° F. shall be made in accordance with Table No. 7 of the ASTM - IP Petroleum Measurement Tables (D-1250) as last revised. If delivery meters are used, built-in temperature compensators may be used.

(b) BS&W shall be calculated by using ASTM Method D-96 (centrifuge) or other approved method, and shall not exceed two per cent (2%). All BS&W shall be deducted before billing.

(c) Gravity shall be established by using ASTM Method D-287 as last revised and corrected to 60° F. by using Table 5 of the ASTM - IP Petroleum Measurement Tables (D-1250) as last revised.

FOREIGN OIL

6. QUANTITY AND GRADE

(a) ARCO shall arrange for importation and delivery to BP at its Refinery, Marcus Hook, Pennsylvania (or at such other East Coast Deepwater Terminal designated by BP), foreign crude oil of the grades shown below and in the approximate amounts indicated as "barrels per day" (b/d):

Eastern Venezuela	(37° API)	41,000 b/d
Brega (Libya)		24,000 b/d
Arzew (Algeria)		6,000 b/d
Oficina (Venezuela)		9,000 b/d

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(b) The crude oil delive by ARCO shall be representative of that grade exported by ARCO or its suppliers from the country of origin on the date of lifting.

(c) ARCO's performance hereunder shall be based on the gross outturn as measured by U. S. customs for Oil Import Control purposes.

(d) ARCO may substitute another grade of crude oil for the grade(s) specified above, provided that such grade is acceptable to BP. The price payable by BP for any substituted grade will be as mutually agreed upon.

7. PRICE. BP shall pay prices based on the following formula for each cargo of oil supplied:

Net loaded barrels as determined at the loading port multiplied by the indicated F. O. B. price below for the grade supplied; Plus

Gross loaded barrels as determined at the loading port multiplied by the indicated vessel rate below for the grade supplied; Plus

Gross unloaded barrels as determined at the unloading port and accepted by United States Customs multiplied by $1.355.

The total invoice for the cargo shipment will be the sum of the above calculations.

GRADE	API GRAVITY	F.O.B. PRICE	VESSEL RATE
Eastern Venezuela	37.0° - 37.9°	$1.865	$.21
Brega	40.0° - 40.9°	$1.765	$.41
Arzew	44.0° - 44.9°	$1.675	$.32
Oficina	35.0° - 35.9°	$1.805	$.21

The aforementioned prices shall rise or fall by 2¢ per barrel for each whole degree API by which the gravity of the crude oil delivered is respectively above the lower limit or below the upper limit of the gravity range quoted. The average gravity of the cargo as determined at the loading port shall be used.

If delivery is made to a Terminal other than at Marcus Hook, Pennsylvania, the freight rates specified in Section 7 will be adjusted as required

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a mutually agreeable cost differential. In addition "a two-porting" charge will be made if applicable.

All taxes (including U. S. import tax) transportation and other charges or credits to point of delivery shall be on the account of ARCO.

6. DELIVERY - LAY TIME - DEMURRAGE - RISK OF LOSS

(a) Buyer shall provide a safe berth for Seller's vessel free of all wharfage, dockage and quay dues and of sufficient depth to permit a vessel not exceeding 800 feet in length and drawing not more than 38 feet of water to lie always safely afloat.

(b) ARCO shall present written nominations to BP by the fifteenth day of the month prior to the month of delivery. Such nomination must be acceptable to BP.

(c) Upon arrival at customary anchorage at Marcus Hook, the Master or his Agent, shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and laytime shall commence upon the expiration of 6 hours after the receipt of such notice or upon the vessel's arrival in berth, all fast, whichever first occurs. However, where delay is caused to vessel getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used laytime.

Hoses for loading and discharging shall be furnished by BP and shall be connected and disconnected by BP or, at ARCO's option by ARCO at BP's risk and expense. Laytime shall continue until the hoses have been disconnected.

BP may shift the vessel at its terminal from one safe berth to another provided BP pays all expenses incurred thereby. Time consumed during such shifting shall count as used laytime. If BP prohibits discharge at night, time so lost shall count as laytime. BP shall not, however, be liable for any time used or delay in discharging the vessel except to the

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extent that total laytime used at the loading and discharging ports exceeds that allowed to ARCO under the terms of its charter, or, if owned or operated by ARCO, which is customary in the trade.

The time allowed to BP for the discharge of each cargo shall be the time which would be taken to discharge the vessel in question at an average rate of 5,000 barrels per running hour, Sundays and holidays included.

If the cargo is not discharged within such allowed time BP shall pay to the Seller demurrage in respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified. BP's liability as to laytime and demurrage shall be absolute and not subject to qualification by the provisions of section 9 hereof. But if delay directly attributable either to fire or to the breakdown of machinery or equipment at the port of discharge (not in either case resulting from want of due diligence by BP and always provided that the vessel is not already on demurrage) the rate of demurrage shall be reduced by one half for the period of such delay.

The appropriate rate of demurrage shall be the London Market Voyage Charter rate current on the date notice of readiness to discharge is given as aforesaid for a vessel of the size and type used. If the parties fail to agree within thirty (30) days upon the amount of such rate, then at the instance of either party the question shall be referred to and determined by a London firm of shipbrokers, agreed upon by both parties, whose decision thereupon shall be final and binding.

(d) Deliveries will be in full cargo lots in approximately equal quantities at approximately equal spaced periods or as mutually agreed by the parties.

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(c) ARCO shall arrange for the importation of the foreign oil and pay the import tax thereon. Title to the oil shall pass to BP immediately upon completion of the recording of the importation by U. S. Customs officials. Risk of loss of the cargo shall pass to BP as the oil passes the flange connecting the vessel discharge lines to the dock intake lines.

9. FORCE MAJEURE (Foreign).

(a) No failure or omission to carry out or observe any of the stipulations or conditions of the Agreement shall, except as herein expressly provided to the contrary, give rise to any claim against either party or be deemed a breach of the Agreement if such failure or omission arises from any cause reasonably beyond the control of either party.

(b) If, by reason of any cause reasonably beyond the control of ARCO, there is such a curtailment of or interference with (i) the availability from any of the ARCO sources of supply in whatever country situated of crude petroleum, or (ii) transportation of such crude petroleum as either to delay or hinder ARCO in, or to prevent ARCO from, supplying the full quantity of crude oils deliverable hereunder and also at the same time maintaining in full their other business in crude petroleum (wherever produced and whether for delivery at the same place or places as is or are specified herein or elsewhere), then ARCO shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extent as ARCO considers reasonable and equitable in all the circumstances and ARCO shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers.

(c) BP shall be free to purchase from other suppliers any deficiency of deliveries caused by the operation of this Section.

(d) BP knows that ARCO has assumed certain obligations to

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third parties in order to perform its obligations under this Agreement. If, for reasons set forth in Section 9(a), BP is prevented from accepting the full quantity of foreign oil specified in this Agreement, BP agrees to make all reasonable efforts to insure the continuity and performance of this Agreement by alternate disposition arrangements. If BP fails to so dispose of the foreign oil, ARCO may dispose of the oil at its discretion. Such disposition shall be considered full performance under this Agreement.

DOMESTIC OIL

10. QUANTITY. BP shall purchase approximately 10,000 b/d of either Delta (Ostrica) or Empire crude oil (ARCO's option). BP may reduce this volume upon three (3) months prior written notice to ARCO. If this option is elected, BP may not again increase its purchases but the option to decrease it may be exercised as often as BP desires.

11. QUALITY. Common stream crude oil as available on the date of lifting at either the Ostrica, Louisiana (Plaquemines Parrish) Terminal of Gulf Refinery Company or the Empire, Louisiana (Plaquemines Parrish) Terminal of Chevron Oil Company.

12. NOMINATIONS.

(a) BP shall provide ARCO with written nominations by the fifteenth day of the month prior to the month of lifting. Such nomination must be acceptable to ARCO. Nomination shall specify the name of the vessel, its scheduled date of arrival, and shall give written instructions concerning such vessel including documentation instruction. Upon accepting the nomination, ARCO guarantees to have sufficient oil to load the vessel.

(b) BP shall be fully responsible for its nominated vessel to insure compliance with all port loading restrictions as to vessel length, draft and other restrictions imposed by the Terminal.

(c) ARCO shall provide a safe berth for BP's nominated vessel free of all wharfage, dockage and quay dues at which a vessel not in excess of

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600 feet in length and drawing not more than 38 feet may lie always safely afloat.

(d) ARCO agrees that BP's nominated vessel shall be handled only in its proper turn.

13. DELIVERY - LAY TIME - DEMURRAGE - RISK OF LOSS

(a) Delivery shall be made into the nominated vessel at times and in amounts mutually agreed. Title shall pass to BP at the flange connecting the dock loading lines to the vessel intake lines.

(b) BP shall lift the oil in full or part cargo lots in approximately equal quantities at approximately equally spaced periods.

(c) The time allowed to ARCO for the loading of each cargo shall be 36 running hours, Sundays and holidays included. If the cargo is not loaded within such time ARCO shall pay to BP demurrage in respect of the excess time at the appropriate rate per day or pro rata for part of a day as hereinafter specified.

Upon arrival at customary anchorage the Master or his Agent, shall give Seller or its Agent, notice by letter, telegraph, wireless or telephone that the vessel is ready to receive cargo, berth or no berth, and laytime shall commence upon the expiration of 6 hours after the receipt of such notice or upon the vessel's arrival in berth, all fast, whichever first occurs. However, where delay is caused to the vessel getting into berth after giving notice of readiness for any reason over which ARCO has no control, such delay shall not count as used laytime.

The appropriate rate of demurrage shall be the market voyage charter rate quoted by Dietz & Co. current on the date the written notice of readiness to load is given for a vessel of the size and type used for the trade involved.

Notwithstanding anything hereinbefore contained, if ARCO is by any cause whatsoever reasonably beyond its control prevented, delayed or hindered from or in obtaining or bringing to the port the crude petroleum

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CRUDE OIL SALES CONTRACT

Atreco, Texas Refinery

ATLANTIC RICHFIELD COMPANY ("ARCO") and BP OIL CORPORATION ("BP") mutually agree to the following terms and conditions under which ARCO agrees to sell and BP agrees to buy domestic crude oil.

1. TERM: Ten years from April 1, 1969. However, BP can terminate this contract at the end of any calendar month after January 1, 1972 by giving ARCO at least twelve (12) months prior written notice of termination.

2. PRODUCT - QUANTITY: ARCO will supply and BP will buy approximately 80,000 B/D of domestic crude oil for its Atreco, Texas Refinery.

3. SOURCES - PRICES:

I. Sweet Crude - 30,000 B/D

A. ARCO will assign to BP without recourse all present division orders and other contracts under which it now purchases crude oil at the leases served by gathering facilities being purchased by BP.

B. Terms for crude oil acquired at the various leases into pipe line gathering facilities owned by BP's affiliated company are written with the understanding that BP will publish price bulletins effective as of the date hereof for buying this crude oil. If it is not possible or practical for BP to publish such prices, or for ARCO to assign division orders and/or contracts under which it now acquires this crude oil, before the effective date of this agreement, ARCO will continue to acquire this crude oil under its present division orders and/or contracts. In this event ARCO will sell to BP all of the oil so acquired by invoicing BP monthly at ARCO's cost of acquisition. This arrangement will continue until BP publishes the necessary prices

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C. ARCO will assign to BP all pr[illegible]t contracts under which it purchases crude oil at locations on East Texas and Neale trunk lines.

D. In addition, ARCO will sell to BP f.o.b. Atreco sufficient quantities of Grand Isle crude oil to complete the total of the 30,000 B/D sweet crude to be delivered (except as modified in subsection E below). Grand Isle crude will be sold f.o.b. Atreco based on quantity and quality determined at Grand Isle. Presently, this data would be provided by the barge loading papers (based on shore tank measurements). The price of this oil will be ARCO's average cost of acquisition at Grand Isle, as determined monthly, plus transportation costs to Atreco. (On February 1, 1969 this crude oil was being acquired at $3.16/bbl. for 33° and barging expenses to Atreco are $.135 plus demurrage, if any).

E. Special Arrangements to 12/31/69 - Sweet crude oils other than Grand Isle crude will be supplied to BP during the remainder of 1969. These will be:

Southwest Texas Light Mix (approximately 3,200 B/D)

(i) To be sold f.o.b. barge/vessel Atreco, Texas at Atlantic's average acquisition cost on that purchased or Atlantic's posted price for that produced plus pipeline tariff and/or barge expense to Harbor Island plus transportation to Atreco. Quality and quantity to be determined at loading point (Harbor Island). (On 2/1/69 Refugio Lt. cost was $3.21 (38°); plus $.05 gathering; plus $.05 trunk; plus $.025 loading. On 2/1/69 Mustang Island cost was $3.20 (40°); plus $.085 barging; plus $.025 unloading; plus $.025 loading. On 2/1/69 Mustang Island condensate cost was $3.25 flat; plus other Mustang Island crude costs as noted above: - All plus the applicable transportation from Harbor Island to Atreco).

Johnson Bayou (Received by ARCO in exchange for Mustang Island on month/month basis) (approximately 1,000 B/D).

(ii) To be sold f.o.b. barge Atreco at Atlantic's average

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acquisition cost for Mustang Island (with production valued at Atlantic's posted price) plus barging costs to Corpus Christi. Quality to be determined at Atreco.

(2/1/69 cost was $3.20 (40°); plus $.085 barging).

Darrow Mix (Received in exchange for Mustang Island on month/month basis) (approximately 3,000 B/D)

(iii) To be sold f.o.b. barge Atreco at Atlantic's average acquisition cost for 40° Mustang Island or Atlantic's posted price, if any production crude is exchanged, plus barging cost to Corpus Christi; plus $.04. For each full degree Darrow Mix is less than 40.9° a deduction of $.02 shall be made. Quality to be determined at Atreco.

(2/1/69 cost was $3.20 for 38° plus $.085 barging).

Burns Terminal (approximately 400 B/D)

(iv) To be sold f.o.b. barge Atreco at Conoco's posted price for South La. crude; plus barge cost from point of loading to Atreco. Quality to be determined at loading point.

(2/1/69 cost was $3.16 for 33°; plus $.135 barge).

II. Sour Crude - 50,000 B/D

A. To be sold at BP Midland station at ARCO's average cost of acquisition (Atlantic's posted price to be used for Atlantic's production) for the actual gravity delivered to BP plus gathering; plus transportation to Midland.

(2/1/69 cost was $2.88 for 34° and $.05 gathering plus an estimated $.05 pipe line tariff to Midland).

4. QUALITY: Common stream crude oil available on the date of delivery to BP.

5. TESTS AND MEASUREMENTS: Quantities of product delivered by barge or tanker shall be determined in the shore tanks at point of pick up and based on the opening and closing tank gauges. Quantities for product delivered by pipeline and at the lease gathering lines shall be determined by flow meters.

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A barrel is 42 U. S. standard gallons of 231 cubic inches and all volumes shall be corrected for temperature to 60° F. in accordance with ASTM Table D-2330 and any supplements.

6. SCHEDULES OF DELIVERIES: Schedules of deliveries shall be in approximate even intervals as arranged between ARCO's and BP's respective Supply and Transporation Departments.

7. DELIVERIES - DEMURRAGE: In respect of crude delivered by vessel BP shall cause to be provided a berth at which vessels of a maximum draught as laden of 38 feet in salt water can at all times safely reach and leave and at which such vessels can lie at all times safely afloat.

BP shall cause to be provided all shore equipment (which shall include flexible hoses, hose connections, pipelines and tankage facilities), and also shore personnel, necessary for the discharge of crude oil.

Atlantic shall cause each vessel furnished by it to berth, discharge and sail in the most expeditious manner possible and to comply with all applicable regulations in force at the Refinery.

The time allowed to BP for the discharge of each vessel shall be 36 running hours for a full cargo or pro rata for a part cargo.

Upon arrival at customary anchorage at the port of discharge ARCO shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a vessel and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessels/barge's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel or barge getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used lay time. Further, if the vessel/barge does not arrive within 24 hours after the specified docking time, the vessel/barge shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

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If the time taken to discharge the cargo is in excess of the time allowed, BP shall (whether or not such excess time is due to any cause within the scope of Section 10) pay to Atlantic for all such excess time demurrage at the current market voyage charter rate quoted by Dietz & Co. effective on the date notice of readiness to discharge is given for a vessel of the type and size for the trade involved. If the time allowed for discharging any cargo is exceeded as a result of fire or explosion in or about the Refinery or the discharging facilities or of breakdown of machinery of the BP, the rate of demurrage payable by BP for such excess shall be one half of the rate provided for in the foregoing paragraph.

If the time allowed for discharging any cargo is exceeded as a result of fault or failure of the vessel or because discharge is suspended for vessel's purposes BP shall not be liable for demurrage in respect of such excess time.

8. PAYMENT: ARCO shall promptly submit to BP its invoices covering each delivery together with appropriate copies of certificates of quantity and quality at the address to be given hereafter.

BP shall pay ARCO in U. S. Dollars at par without discount within ten (10) days of receipt of said invoice and certificate by remittance to:

Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Supply and Transportation Manager

When BP acquires product after assignment of the division orders and other purchase contracts, payment shall be made as provided in such division orders or contracts.

9. WARRANTY: ARCO warrants free, clear and unencumbered title to the Crude Oil to be delivered hereunder and further warrants that it will have been produced in accordance with all applicable governmental rules and/or regulations or of any other regulatory body having jurisdiction over the production and/or transportation of the particular crude delivered.

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10. FORCE MAJEURE: ARCO shall not be required to deliver and BP shall not be required to receive crude oil hereunder when, while and to the extent that BP is prevented from receiving it or ARCO from producing, acquiring, transporting or making deliveries in its customary manner due to Acts of God; compliance with acts, orders, regulations or request of any Federal, state or local civilian or military authority or any person purporting to act therefor; by fires, action of the elements; by strikes or other labor disturbances; by war embargoes, perils of the sea; accidents, acts of civil or military authorities, by interruption of usual production facilities or transportation routes; or by any cause whatsoever beyond the control of ARCO or BP, whether or not similar to causes herein specified.

11. TAXES: All prices quoted are exclusive of all demurrage and sale and use taxes and BP agrees to assume and pay ARCO, without discount, at the time of payment for the product any and all demurrage applicable to the loading and unloading of the product from delivering vessels and any and all taxes and assessments applicable to the sale of the product sold hereunder, and any other tax or assessment which ARCO may be required to collect by reason of the sale to BP of the product under any Federal, state, county, or municipal law whatsoever.

12. NOTICES: All notices required to be given hereunder shall be in writing and shall be sent by prepaid U. S. mail addressed as indicated in paragraph 3.

13. SPECIAL BUY BACK DURING 1969: In 1969 ARCO has contracts for sales of approximately 5,600 B/D of East Texas crude oil and the full gathered quantity of Bronte crude oil. For the remainder of 1969, BP will sell this crude to ARCO as follows:

(a) East Texas crude will be sold at the junction of Mid Valley Pipeline Co. and the East Texas Pipeline Co. at posted price plus gathering and trunk line tariffs to the point of delivery; and

(b) The Bronte Crude will be sold at the Sun Junction located on the Midland-Atreco trunk line at posted price and pipeline gathering and trunk line tariffs to the point of delivery.

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14. INDEMNITY: BP covenants to indemnify and save harmless ARCO from any and all cost, liability and expense arising out of BP's default subsequent to the date of assignment under the contracts and division orders to be assigned as herein provided.

WITNESS the due execution of this Agreement, each of the parties intending to be legally bound, this day of , 1969.

ATLANTIC RICHFIELD COMPANY
incorporated

By _____
Vice President

BP OIL CORPORATION

By _____
Vice President

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SALE AGREEMENT

LUBE OIL BLEND STOCKS

(Marcus Hook, Pa.)

Atlantic Richfield Company ("Seller") and BP Oil Corporation ("Buyer") mutually agree to the following terms and conditions under which the Seller agrees to sell and the Buyer agrees to buy lube oil blend stocks.

1. TERM - The original term shall be from April 1, 1969 to January 31, 1971. It may be terminated on January 31, 1971 by either party giving to the other written notice on or before July 31, 1970. If not so terminated, this Agreement shall continue for further terms of one year each terminable on January 31, 1972, and any subsequent anniversary date, by either party giving to the other notice of termination on or before the preceding July 31st.

2. QUANTITY - Seller agrees to sell and deliver to Buyer who agrees to buy and receive from Seller approximately from 110,000 to 120,000 U. S. tons (2,000 lbs.) per year of lube oil blend stock ("product").

3. QUALITY - The quality shall be that required by Buyer on written instruction given to Seller not less than one (1) month prior to delivery date. The current instructions are set forth in attached Exhibit "A".

4. TESTS AND MEASUREMENT - All quantities shall be determined in the shore tanks at the point of delivery and quantities shall be based on the opening and closing gauges in said tanks. All measurements shall be made on the basis of 100% tank tables. Volumes shall be corrected to 60° F in accordance with ASTM D-1250 Tables and supplements thereto, if any. All tests for quality shall be determined from the aforementioned shore tanks.

5. SCHEDULES OF DELIVERIES - Schedules of time and size of delivery shall be arranged between Seller's and Buyer's respective Supply and Transportation Departments. Seller shall not be required to deliver during

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any period of one (1) month more than 10,000 tons. Seller shall, however, use its best endeavors to meet reasonable variations in delivery rates which may be requested by the Buyer.

6. DELIVERY - Delivery shall be made F.O.B. Buyer's Refinery at Marcus Hook, Pennsylvania, by ship or barge ("vessel"). Title to, and risk of loss shall pass from Seller to Buyer as the product passes the vessel's delivery flange.

Buyer agrees to furnish a berth, free of all charges, at which the vessel (not in excess of 800 feet in length and not drawing more than thirty-eight (38) feet) may proceed thereto, be and depart, always safely afloat.

Buyer will give Seller not less than fifteen (15) days prior notice by letter or wire to Seller's Supply and Transportation Department of the date when delivery is desired. Seller shall give Buyer twenty-four (24) hours advance notice of expected docking time of the vessel.

Upon arrival at customary anchorage at the port of discharge, Master or his Agent shall give Buyer notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a ship and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessel's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel getting into berth after giving notice of readiness for any reason over which Buyer has no control, such delay shall not count as used lay time. Further, if the vessel does not arrive within 24 hours after the specified docking time, the vessel shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

Buyer agrees to provide facilities to unload the vessel within 24 hours and shall pay demurrage for all lay hours caused by failure to unload the product within agreed time at the demurrage rate applicable to vessels of similar size and in similar trade at the time and place of loading.

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7. PRICE - Atlantic's price for lube blend stocks of the same type and quality on the date of delivery for similar customers for the same quantity.

8. PAYMENT - Seller shall submit promptly to Buyer at the address as directed by EP one original and three copies of its invoice covering the quantity of each delivery along with appropriate copies of certificates of quantity and quality for each shipment loaded aboard Seller's vessel.

Buyer shall pay Seller in U. S. Dollars at par without discount at the following address within thirty (30) days following receipt of the above mentioned invoices and cargo certificates:

Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101

Attention: Manager - Supply and Transportation Department

9. WARRANTY - Seller warrants free, clear and unencumbered title to the product to be delivered hereunder and further warrants that it will have been produced in accordance with all rules and/or regulations of any State and/or Federal Government or of any other regulatory body having jurisdiction over the production and/or transportation of petroleum or its products.

10. "FORCE MAJEURE" - Seller shall not be required to deliver and Buyer shall not be required to receive product when, while and to the extent that Buyer is prevented from receiving it or Seller from manufacturing or making deliveries in its customary manner by Acts of God, fires, strikes or other labor disturbances, war embargoes, perils of the sea, accidents, acts of civil or military authorities, interruption of usual manufacturing or transportation facilities, or any cause whatsoever beyond the control of Seller or Buyer, whether or not similar to causes herein specified.

11. ARBITRATION - In the event of disagreement between Buyer and Seller as to the quality of product supplied, the Seller shall appoint either Chas. Martin Inc. or E. W. Saybolt and Company as referee and its finding

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shall be binding upon both parties. Each party shall bear one half (1/2) the cost of employing said referee.

12. TAXES - All prices shall be exclusive of sale and use taxes and Buyer agrees to assume and pay Seller without discount at the time of payment any and all taxes and assessments currently applicable to the sale and use of the product sold hereunder and any tax or assessment which Seller is required to collect by reason of the sale to or use by Buyer of the product under any Federal, State, County or Municipal law in effect.

No new or increased taxes at any time imposed or levied in respect of the product sold hereunder shall be for the account of Buyer unless and until Seller has notified Buyer of such new or increased taxes. From the date such notice is received by Buyer the said new or increased taxes shall be for the account of and paid by Buyer unless Buyer forthwith notifies Seller that it elects not to pay such new tax or taxes or in the case of any increased tax the amount by which such tax is increased. If Buyer so notifies Seller then, unless Seller elects forthwith to take such new tax or taxes or the amount of increase of any such increased tax for its own account this agreement shall terminate as of the date on which such notice is received by Seller from Buyer.

13. NOTICES - All notices hereunder shall be in writing and, except for notices as to the arrival of vessels which shall be sent as above provided, shall be addressed as follows:

IF TO SELLER: Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Manager-Supply and Transportation Department

IF TO BUYER: As hereafter specified by B. P.

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Either party may change its address by giving notice as aforesaid.

WITNESS the due execution of this Agreement by each of the parties, both of which intend to be legally bound, as of _____ day of _____, 1969.

ATLANTIC RICHFIELD COMPANY
incorporated

By_____
Vice President

BP OIL CORPORATION

By_____
Vice President

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The following are the designations for the Lube Blend Stocks to be sold and purchased under the attached Agreement dated January 20, 1969.

Sinclair Designation	Bbls./Yr.
0795 Oil	19,280
8600 Oil	7,100
1095 Oil	82,600
2095 Oil	185,700
5095 Oil	26,500
6090 Oil	59,000
8150 Oil	54,600
9150 Oil	30,400
55/60 Pale Oil	9,000
100 Pale	89,000
300 Pale	27,000
1200 Pale	23,100
2000 Pale	50,500

EXHIBIT "A"

ATR000000493

Motor Alkylat[illegible]reement

Marcus Hook, Pa.

This agreement entered into as of [illegible] 1, 1969 between Atlantic Richfield Company ("Atlantic") and BP Oil Corporation ("BP").

WITNESSETH:

Atlantic agrees to sell and BP agrees to purchase Motor Alkylate under the following terms and conditions:

1. TERM: This agreement shall remain in effect for a period of one (1) year from April 1, 1969.

2. QUANTITY: Atlantic agrees to sell and deliver to BP and BP agrees to purchase and receive from Atlantic, 650 barrels per calendar day of Motor Alkylate during said term.

3. QUALITY: Specifications of the Motor Alkylate may vary over the following range:

Research Octane Number + 3 cc's T. E. L.	102-105
Reid Vapor Pressure	8-10 Pounds Per Square Inch

For the determination of the "base price" the following will be the "base" quality:

Research Octane Number + 3 cc's T. E. L.	104.3
Reid Vapor Pressure	9 Pounds Per Square Inch

4. TESTS AND MEASUREMENTS: A "barrel" is 42 U.S. Standard Gallons of 231 cubic inches each. Quantities shall be determined in the tanks at point of delivery based on opening and closing gauges of said tanks. All measurements shall be made on the basis of 100% tank tables. Volumes shall be corrected for temperature to 60° F. in accordance with ASTM D-1250 and supplements thereto. All tests for quality shall be determined from samples taken from said tanks. Atlantic shall provide BP with a sample from each delivery and hold three additional samples as "retains": one to be used by

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Atlantic, one by BP and the third to be furnished to the referee if appointed as hereafter provided.

5. SCHEDULES OF DELIVERIES: Schedules of time and size of deliveries shall be as arranged between Atlantic's and BP's respective Supply and Transportation Departments.

6. DELIVERY, LAYTIME, DEMURRAGE: Delivery shall be made f.o.b. BP's refinery at Marcus Hook, Pennsylvania by ship or barge ("vessel"). Title to and risk of loss shall pass from ARCO to BP as the motor alkylate passes the vessel's delivery flange.

BP agrees to furnish a berth free of all charges at which the vessel (not in excess of 32,000 d.w.t. and drawing not more than 38 feet) may proceed thereto lie thereat and depart therefrom always safely afloat. The time allowed to BP for the discharge of each shipment hereunder shall be the time which would be taken to discharge the ship in question at an average rate of 5,000 barrels per running hour Sundays and holidays included.

Upon arrival at customary anchorage at the port of discharge, the Master or his Agent shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a vessel and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessel's /barge's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel or barge getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used lay time. Further, if the vessel/barge does not arrive within 24 hours after the specified docking time, the vessel/barge shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

If the shipment is not discharged within the time allowed in accordance with the foregoing, BP shall pay to Atlantic demurrage in

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respect of the excess time at the appropriate rate per day (or pro rata for part of a day) as hereinafter specified. It is agreed that BP's liability as to laytime and demurrage shall be absolute and not subject to qualification by the provisions of Section 10. However, if delay is directly attributable either to fire or to the breakdown of machinery or equipment at the port of discharge (not in either case resulting from want of due diligence by PP and always provided that the vessel is not already on demurrage) the rate of demurrage shall be reduced by one half for the period of such delay.

The appropriate rate of demurrage shall be the market voyage charter rate quoted by Dietz & Co. current on the date the written notice of readiness to discharge is given for a vessel of the size and type used for the trade involved.

7. PRICE: The "base price" will be at 3¢ per gallon in excess of the low of Platt's Oilgram price on date of delivery for Gulf Coast cargoes of 94 Octane regular gasoline (but in no event will the "base price" be greater than 1¢ per gallon above the low of Platt's Oilgram price on date of delivery for 100 Octane premium gasoline); PLUS vessel transportation cost of 111% of ATRS Gulf Coast to Marcus Hook.

The "base price" will be adjusted for quality variations as follows:

(i) A reduction or increase of .15¢ per gallon for each full 1/2 Research Octane Number below or above (as the case may be) 104.3.

(ii) A reduction or increase of .07¢ per gallon for each full 1/2 pound per square inch by which the Reid Vapor Pressure is in excess of or less than (as the case may be) 9 pounds per square inch.

(iii) The above adjustments are cumulative.

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8. PAYMENT: Atlantic shall submit promptly to BP to the address as directed one original and three copies of its invoice covering the quantity and quality of each delivery along with appropriate copies of certificates.

BP shall pay Atlantic in U.S. Dollars at par without discount within fifteen (15) days following receipt of said invoices and cargo certificates at

Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Manager Supply & Transportation Department

9. WARRANTY: Atlantic warrants free, clear and unencumbered title to the Motor Alkylate to be delivered hereunder and that it will have been produced in accordance with all rules and/or regulations of any State and/or Federal Government or of any other regulatory body having jurisdiction over the production and/or transportation of petroleum or its products.

10. FORCE MAJEURE: Atlantic shall not be required to deliver and BP shall not be required to receive said Motor Alkylate when, while and to the extent Atlantic is prevented from manufacturing or making deliveries in its customary manner or BP is prevented from receiving it by acts of God, fires, strikes or other labor distrubances, war embargoes, perils of the sea, accidents, acts of civil or military authorities, interruption of usual manufacturing or transportation facilities, or any cause whatsoever beyond the control of Atlantic or BP, whether or not similar to causes herein specified.

11. SPECIAL PROVISIONS: The sample furnished to BP as provided above shall be tested promptly by BP at its laboratory. If such test shows that the Motor Alkylate does not meet the minimum specifications a retest shall be made by BP and Atlantic at Atlantic's laboratory using one of the "retain" samples. If there is continued disagreement, either Chas. Martin, Inc. or E.W. Saybolt and Company shall act as referee using the other "retain" sample. The referee's findings shall be binding upon both parties. Each party shall bear one-half (1/2) the cost of employing said referee.

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12. TAXES: All price quoted are exclusive of sale and use taxes and BP agrees to assume and pay Atlantic without discount at the time of payment any and all taxes and assessments currently applicable to the sale and use of the product sold hereunder or any tax or assessment which Atlantic may currently be required to collect by reason of the sale to or use by BP of the product under any Federal, State, County or Municipal law in effect.

No new or increased taxes at any time imposed or levied in respect of the product sold hereunder shall be for the account of BP unless and until Atlantic has notified BP of such new or increased taxes. From the date such notice is received by BP the said new or increased taxes shall be for the account of and paid by BP unless BP forthwith notifies Atlantic that it elects not to pay such new tax or taxes or in the case of any increased tax the amount by which such tax is increased. If BP so notifies Atlantic then unless Atlantic elects forthwith to take such new tax or taxes or the amount of increase of any such increased tax for its own account this agreement shall terminate on the date on which said notice is received by Atlantic from BP.

13. NOTICES: All notices required to be given hereunder shall be in writing and sent as specified by the parties hereafter. Notices as to the arrival of vessels shall be given as specified in paragraph 6.

WITNESS the due execution of this Agreement, each of the parties, intending to be legally bound, as of the day and year first herein written.

ATLANTIC RICHFIELD COMPANY, Incorporated

BY _____
Vice President

BP OIL CORPORATION

By _____
Vice President

ATR000000498

BPSLC_00000293

Mr. J. C. Harvey

Robin L. Renner

Atreco Refinery
Port Arthur, Texas
Sale to BP Oil Corporation
File: LD 116-3-1

September 16, 1969

Forwarded herewith for your files are copies of the receipt for documents in the sale of the Atreco Refinery.

RLR:jr.

Encs.

ATR000000715

RECEIVED
AUG 22 1969
Robin L. Renner

Donald McIntosh, Esq., Room 320
600 Fifth Avenue
ATRECO REFINERY - PORT ARTHUR, TEXAS

J. C. Harvey

August 21, 1969

Enclosed is original executed Deed dated August 21, 1969, plus 2 Xerox copies, from Atlantic Richfield Company to BP OIL CORPORATION covering the portion of the Atreco Refinery owned by Atlantic Richfield Company.

The following changes requested by Samuel Ingram, Esq., of the firm of Shea, Gallop, Clemenko & Gould, Special Counsel for BP, have been made in the final executed draft.

1. changed word "form" to "farm" on page 1 in the fourth line of description of Parcel No. 1.

2. combined courses 35 and 36 on page 3 so that course 35 now reads "...South 41 degrees 11 minutes 30 seconds West 1,284.60 feet" etc. Course 37 was renumbered 36, and course 38 was renumbered 37.

3. the 2 additional "TOGETHER WITH" clauses were added on page 5.

I talked with Mr. Wendell Hall, Manager of Neches Title Company in Port Arthur, Texas. He told me that the "Port Arthur Land Company Survey" was platted about 1897, and the beginning point as designated in the Deed from Atlantic Richfield Company to BP Oil Corporation can be located by a surveyor. Mr. Hall said this is about the only way a beginning point in some areas of Jefferson County can be established.

Also enclosed are Xerox copies of 4 Deeds referred to in the recitals, of the Deed to BP Oil Corporation, numbered 5, 6, 7 and 9. You will note that each of these Deeds includes the certificate of recording.

It is my understanding that you have made arrangements for delivery of this Deed and the other enclosed copies of Deeds to BP.

Incidentally, Mr. Renner checked with Mr. Alfred Grosse, one of Atlantic's attorneys in Dallas, Texas, and was advised that the Deed would be accepted for recording without the missing recording data in the recitals as long as the Deed is acknowledged.

The area covered by the reverter on page 5 is located at the Southwesterly corner of the premises along Route No. 366.

JCH/ah

Enclosures

ATR000000732

cc: Mr. R. L. Renner, Room 1313—copy of executed Deed attached,
Mr. R. E. Hill, Room 411—FIFTH—copy of executed Deed attached.

Mr. Renner: I still think it is better to have the recording data filled in the recitals at the time the Deed is recorded. The one recording the Deed should be able to get this information from the records index in a matter of minutes, since the dates and parties are given.

J. C. H.

ROBIN L. RENNER

INTERNAL CORRESPONDENCE

RECEIVED
AUG 21 1969
Robin L. Renner

To: ~~Donald McIntosh, Esq., Room 820~~
600 Fifth Avenue

From: J. C. Harvey

Subject: ATRECO REFINERY - PORT ARTHUR, TEXAS

Date: August 19, 1969

With further reference to the penultimate paragraph of my letter of August 6, 1969, I am enclosing the following papers:

1. Copy of Right of Way Agreement from The Atlantic Refining Company to Atlantic Pipe Line Company, dated May 19, 1947 and recorded in Jefferson County Records in Vol. 764, Page 623.

2. Assignment from Atlantic Pipe Line Company to Keystone Pipe Line Company, dated April 28, 1952.

3. Copy of Atlantic Pipe Line Company plan no. AL-85 revised 4/21/47 showing location of 10-inch Bayon Feeder Line.

Incidentally, Atlantic Pipe Line Company was incorporated May 19, 1931, as Keystone Pipe Line Company. This name was changed at the close of business December 31, 1955, and properties of Atlantic Pipe Line Company, a Maine corporation, and Buffalo Pipe Line Corporation, a New York corporation, were merged into Keystone Pipe Line Company. The latter name was changed to Atlantic Pipe Line Company, a Pennsylvania corporation.

I discussed this with Allen Baxter, Vice President of Atlantic Pipe Line Company and was told that BP Oil Corporation was supplying us with products from the Atreco Refinery through the Bayon Feeder Line into the Plantation Pipe Line to our terminals at Spartanburg, Charlotte and Greensboro. He suggested that if it is intended to continue this procedure for the time being, then perhaps a product agreement should be entered into with BP. The power for the pumps is supplied from the refinery and we have been paying a prorata share of the cost of the current - usually around $200 or slightly more each month.

JCH/hlp

cc: ~~R. L. Renner, Esq.~~ - Room 1313
R. E. Hill, Esq. - Room 411-FIFTH

ROBIN L. RENNER

13-222

PLEASE CONFINE EACH LETTER TO ONE SUBJECT

ATR000000734

DEED

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT the ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN DOLLARS ($10) and other valuable consideration paid by BP OIL CORPORATION, a Delaware corporation, the receipt of which is hereby acknowledged, has granted, sold and conveyed and does hereby grant, sell and convey unto the said BP OIL CORPORATION (hereinafter called "GRANTEE"),

ALL THOSE TWO CERTAIN parcels of land and premises with the improvements, buildings, oil refinery plant facilities, petroleum and petroleum products storage tanks and other related facilities thereon, SITUATE in Jefferson County, Texas, and more particularly described as follows:

PARCEL NO. 1. BEGINNING at the point of intersection of the Northwesterly (sometimes called the North) boundary line of Block 5, Range A, Port Arthur Land Company Survey, Jefferson County, Texas, and the Northeasterly line of the 120-feet-wide right of way of the State farm to market Road No. 366 (sometimes called the Pure Atlantic Road); extending THENCE (1) with the said Northeasterly line of the said Road South 48 degrees 47 minutes 00 seconds East 1,150.00 feet to a point at line of lands of the Atlantic Pipe Line Company; THENCE (2) with the said Atlantic Pipe Line Company lands North 41 degrees 13 minutes 00 seconds East 120.00 feet to the Southwesterly line of the 50-feet-wide right of way of the Texarkana and Fort Smith Railway Company (now part of The Kansas City Southern Railway Company system); THENCE (3) with the said Railway right of way line North 48 degrees 47 minutes 00 seconds West 1,150.00 feet to the said Northwesterly boundary line of the said Block 5; and THENCE (4) with the said boundary line of the said Block 5 South 41 degrees 13 minutes 00 seconds West 120.00 feet to the point and place of beginning.

ATR000000735

PARCEL NO. 2. BEGINNING at the point of intersection of the said Northwesterly boundary line of Block 5, Range A, Port Arthur Land

Company Survey and the Northeasterly line of the 50-feet-wide right of way of the said Texarkana and Fort Smith Railway Company; extending THENCE (1) with the said Northeasterly line of the said Railway right of way South 48 degrees 47 minutes 00 seconds East 1,150.00 feet to a point at line of a parcel of land of the Atlantic Pipe Line Company; THENCE with land of the Atlantic Pipe Line Company the next 6 courses and distances numbered 2 to 7 inclusive--(2) North 41 degrees 13 minutes 00 seconds East 330.00 feet; (3) South 48 degrees 47 minutes 00 seconds East 485.00 feet; (4) North 41 degrees 13 minutes 00 seconds East 2,567.50 feet; (5) South 61 degrees 17 minutes 00 seconds East 533.80 feet; (6) South 41 degrees 13 minutes 00 seconds West 433.44 feet; (7) South 48 degrees 47 minutes 00 seconds East 2,951.41 feet to a point at the Northeasternmost corner of the parcel of land of the Atlantic Pipe Line Company which corner is at the distance of 140.00 feet measured North 17 degrees 05 minutes 00 seconds East of the Northwesterly line of State Highway No. 87; THENCE (8) North 17 degrees 05 minutes 00 seconds East 1,590.70 feet to a point at the Southeasterly corner of another parcel of land of the Atlantic Pipe Line Company; THENCE with the line of the last mentioned land of the Atlantic Pipe Line Company the next 10 courses and distances numbered 9 to 18 inclusive--(9) North 48 degrees 47 minutes 00 seconds West 2,189.00 feet; (10) South 41 degrees 13 minutes 00 seconds West 50.00 feet; (11) North 61 degrees 17 minutes 00 seconds West 1,145.32 feet; (12) South 41 degrees 13 minutes 00 seconds West 101.60 feet; (13) North 61 degrees 36 minutes 00 seconds West 239.44 feet; (14) North 28 degrees 24 minutes 00 seconds East 139.37 feet; (15) South 61 degrees 36 minutes 00 seconds East 67.98 feet; (16) North 17 degrees 33 minutes 00 seconds East 233.13 feet; (17) North 61 degrees 36 minutes 00 seconds West 36.80 feet; (18) North 17 degrees 33 minutes 00 seconds East 5,951.20 feet to the Neches River; THENCE upstream with the said Neches River the next 3 courses and distances numbered 19, 20 and 21 respectively--(19) North 79 degrees 13 minutes 00 seconds West 69.10 feet; (20) North 78 degrees 12 minutes 00 seconds West 525.00 feet; (21) North 76 degrees 57 minutes 00 seconds West 578.40 feet to a point at the Northwesternmost corner of land conveyed by Atlantic Pipe Line Company to The Atlantic Refining Company by Deed dated December 30, 1936,

ATR000000736

EXCEPTING therefrom that portion thereof containing 1.093 acres of land more or less conveyed to the State of Texas for the widening and improvement of State Highway No. 87 by Deed from Atlantic Richfield Company dated January 7, 1969, recorded in said Deed Records in Volume page .

BEING lands and premises remaining to the Atlantic Richfield Company (formerly The Atlantic Refining Company) out of and from lands and premises conveyed in the following several Deeds, to wit:

1. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated December 30, 1936, recorded in the said Deed Records in Volume 433, page 418;

2. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated May 28, 1937, recorded in the said Deed Records in Volume 437, page 413;

3. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 31, 1937, recorded in the said Deed Records in Volume 437, page 414;

4. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1937, recorded in the said Deed Records in Volume 457, page 236;

5. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated February 1, 1939, recorded in the said Deed Records in Volume 464, page 59;

6. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 2, 1941, recorded in the said Deed Records in Volume 497, page 586;

7. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated April 16, 1942, recorded in the said Deed Records in Volume 512, page 228;

8. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated January 12, 1943, recorded in the said Deed Records in Volume 524, page 483;

9. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1950, recorded in the said Deed Records in Volume 817, page 296; and

ATR000000737

BPSLC_00000299

10. Deed from Port Arthur Country Club to The Atlantic Refining Company dated June 23, 1954, recorded in the said Deed Records in Volume 939, page 349.

The name of The Atlantic Refining Company, by lawful action of its Board of Directors on May 3, 1966, was changed to Atlantic Richfield Company.

TOGETHER WITH the right to extend to any bulkhead and pierhead lines that have been or may be hereafter established and together with all and every the riparian rights in the Neches River; and also

TOGETHER WITH and including without limitation all plant and office facilities, tankage, piping and other structures and improvements located on the said land and premises used in connection with the operation and maintenance of the oil refinery plant facilities located thereon; and also

TOGETHER WITH and including without limitation all right, title and interest of GRANTOR

(a) in and to any and all strips and gores of land, if any, adjoining the said lands and premises;

(b) in, to and under the roads, highways and railroad rights of way adjoining the said lands and premises; and

(c) in and to all hereditaments, privileges, easements, rights of way or use, servitudes, licenses and appurtenances belonging to or appertaining to said lands and premises and necessary or incidental to the activities conducted thereon; and also

TOGETHER WITH the right of reverter reserved unto GRANTOR in that certain Deed from The Atlantic Refining Company to the State of Texas dated December 21, 1951, recorded in the said Deed Records in Volume , page ; and also

TOGETHER WITH all of the oil, gas and sulphur and other minerals reserved unto GRANTOR in that certain Deed from Atlantic Richfield Company to the State of Texas, for a parcel of land consisting of 1.003 acres, dated January 7, 1969, recorded in said Deed Records in Volume , page .

ATR000000738

recorded in Jefferson County Deed Records in Volume 433, page 418; THENCE (22) with the Westernmost line of land so conveyed to The Atlantic Refining Company South 17 degrees 33 minutes 00 seconds West 5,246.06 feet to a point in line of land conveyed by Port Arthur Country Club to The Atlantic Refining Company by Deed dated June 23, 1954, recorded in said Deed Records in Volume 939, page 349; THENCE with the line of said land so conveyed by Port Arthur Country Club the next 12 courses and distances numbered 23 to 34 inclusive--(23) North 59 degrees 44 minutes 00 seconds West 239.40 feet to a concrete marker with brass disk marked A.R.Co. 1; (24) North 43 degrees 34 minutes 30 seconds West 321.80 feet to a concrete marker with brass disk marked A.R.Co. 2; (25) North 32 degrees 59 minutes 30 seconds West 312.70 feet to a concrete marker marked 3; (26) North 41 degrees 58 minutes 00 seconds West 120.20 feet to marker No. 4; (27) North 73 degrees 51 minutes 00 seconds West 288.40 feet to concrete marker No. 5; (28) South 84 degrees 04 minutes 00 seconds West 186.70 feet to concrete marker No. 6; (29) South 15 degrees 00 minutes 00 seconds West 184.00 feet to concrete marker No. 7; (30) South 04 degrees 51 minutes 00 seconds West 162.00 feet to concrete marker No. 8; (31) South 13 degrees 44 minutes 00 seconds West 216.00 feet to concrete marker No. 9; (32) South 38 degrees 03 minutes 00 seconds West 376.80 feet to concrete marker No. 10; (33) South 59 degrees 27 minutes 00 seconds West 304.10 feet to concrete marker No. 11; (34) South 78 degrees 21 minutes 00 seconds West 120.20 feet to a concrete monument set at the Northeasternmost corner of land (a portion of the former Port Arthur Country Club tract) conveyed by The Atlantic Refining Company to Petro Gas Producing Company by Deed dated July 13, 1959, recorded in said Deed Records in Volume , page ; THENCE (35) with the Easternmost line of land so conveyed to Petro Gas Producing Company South 41 degrees 11 minutes 30 seconds West 1,284.60 feet to an iron rod set in the center line of Grandview Avenue; THENCE (36) with the center line of Grandview Avenue South 48 degrees 48 minutes 30 seconds East 1,719.60 feet to an iron rod in the common boundary line between Blocks 5 and 6, Range A of the said Port Arthur Land Company Survey; and THENCE (37) with the common boundary line between the said Blocks 5 and 6 South 41 degrees 13 minutes 00 seconds West 1,335.40 feet to the place of beginning.

ATR000000739

agreements, to wit:

1. Easement from The Atlantic Refining Company to Jefferson County Drainage District No. 7 dated May 16, 1951, recorded in the said Deed Records in Volume , page ;

2. Easement (License Agreement) from The Atlantic Refining Company to Jefferson County Water Control and Improvement District No. 1 dated November 30, 1948, recorded in the said Deed Records in Volume 720, page 609;

3. Easement from The Atlantic Refining Company to United Gas Pipe Line Company dated November 18, 1941, recorded in the said Deed Records in Volume , page ;

4. Utility Easement from The Atlantic Refining Company to City of Port Arthur dated March 29, 1960, recorded in the said Deed Records in Volume , page ;

5. Easement from The Atlantic Refining Company to Houston Pipe Line Company dated November 3, 1960, recorded in the said Deed Records in Volume , page ;

6. Easement from The Atlantic Refining Company to Defense Plant Corporation dated September 30, 1943, recorded in the said Deed Records in Volume , page ; and

7. Easement from The Atlantic Refining Company to Gulf States Utilities Company dated January 20, 1960, recorded in the said Deed Records in Volume , page .

TO HAVE AND TO HOLD the said land and premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, EXCEPTING, however, and UNDER AND SUBJECT, nevertheless, as aforesaid, and GRANTOR hereby binds itself, its successors and assigns to warrant and forever defend all and singular the premises EXCEPTING AND SUBJECT as aforesaid unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise.

EXECUTED this 21st day of August , 1969.

ATR000000740

ATLANTIC RICHFIELD COMPANY

By: RLR
Vice President

ATTEST

Assistant Secretary

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

BEFORE ME, the undersigned authority, on this day personally appeared M. G. Davis, known to me to be the person whose name is subscribed to the foregoing instrument as a Vice President of ATLANTIC RICHFIELD COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said ATLANTIC RICHFIELD COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of August, 1969.

Adelaide Hudson
Notary Public in and for
Philadelphia County, ~~Texas~~
Pennsylvania

My Commission Expires March 29, 1971

ATR000000741

PETRO GAS PRODUCING COMPANY

BALANCE SHEET
AS OF
FEBRUARY 28, 1963
AND
ACCOUNTANTS' OPINION
****

BEST POSSIBLE COPY

HASKINS & SELLS

ATR000000780

BPSLC_00000304

HASKINS & SELLS
CERTIFIED PUBLIC ACCOUNTANTS

HOUSTON CLUB BUILDING
HOUSTON 2

BALANCE SHEET

ASSETS

ACCOUNTANTS' OPINION

Petro Gas Producing Company:

We have examined the balance sheet of Petro Gas Producing Company as of February 28, 1963. Our examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying balance sheet presents fairly the financial position of the Company at February 28, 1963, in conformity with generally accepted accounting principles applied on a consistent basis.

Haskins & Sells

April 29, 1963

The accompanying N
an integral part

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CING COMPANY

RUARY 28, 1963

LIABILITIES

CURRENT LIABILITIES:		
Note payable - Bank, 5-1/2% (deed of trust to gas processing plant and related properties given as collateral) (Note 3)		$ 955,000
Accounts payable - Trade		106,051
Federal income taxes (Note 2)		11,519
Accrued liabilities:		
Salaries and wages		1,654
Interest and property taxes		12,936
Total current liabilities		1,087,160
DEFERRED FEDERAL INCOME TAXES (Note 2)		116,562
STOCKHOLDERS' EQUITY (Note 1):		
Class A common stock - authorized, issued and outstanding, 40,000 shares of $1.00 par value each	$40,000	
Class B common stock - authorized, issued and outstanding, 100 shares of $1.00 par value each	100	
Retained earnings (Note 3)	21,328	
Total stockholders' equity		61,428
TOTAL		$1,265,150

to Balance Sheet are
his statement.

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ATR000000782

PETRO G

BALANCE SH

A S S E T S

CURRENT ASSETS:	
Cash	$ 73
Note receivable from associated company - amount due within one year	13
Accounts receivable:	
Customers	11
Texas Petro Gas Company	46
General Gas Corporation (Note 2)	41
Inventories - at lower of cost or market	4
Total current assets	189
PROPERTY - At cost (gas processing plant and related properties pledged as collateral to bank loan) (Note 3)	$1,267,846
Less accumulated depreciation	257,786
Property - net	1,010,
NOTE RECEIVABLE FROM ASSOCIATED COMPANY - Amount due after one year	40,
DEFERRED CHARGES:	
Insurance premiums - unexpired portion	22,705
Other	1,899
Total deferred charges	24,
TOTAL	$1,265,

The accompanying
an integral pa

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ATR000000783

BPSLC_00000307

PETRO GAS PRODUCING COMPANY

NOTES TO BALANCE SHEET

1. Effective November 30, 1962, the president of the Company acquired 100% of the outstanding capital stock of the Company. Prior to this date the Company was controlled through stock ownership by a parent corporation.

2. The Company has elected, for income tax purposes only, to apply accelerated rates of depreciation to certain property additions. Accordingly, the provision for income taxes in prior periods has been increased by $116,562, which amount is equivalent to the reduction of prior periods' taxes applicable to the additional depreciation. The deferred Federal income tax will be used as a reduction of the provision for Federal income taxes in future years, when the depreciation recorded on the books exceeds that claimed on the tax returns.

   Recognition has not been given in the accompanying balance sheet to the possible tax effect of the taxable loss of $17,638 for the two months ended February 28, 1963, nor has provision been made for deferred Federal income taxes resulting from accelerated depreciation which exceeded book depreciation by $8,865 during the period.

   The Company's taxable operations were included in the consolidated income tax return of its parent corporation for the seven months' period ended November 30, 1962. The amount of $41,586, equivalent to 52% of the loss for that period, has been reflected as a receivable from the parent corporation.

   As a result of loss operations for the four months ended April 30, 1962 and the month of December 1962 the Company anticipates recovery (by carryback provisions) of Federal income taxes paid for the year 1960, together with a reduction of taxes for the year 1961 (accrued in 1961 with payment deferred because of permission granted by the Internal Revenue Service to defer payment, due to an expected 1962 net operating loss). The net amount of the carryback recovery for 1960 and the remaining tax liability for 1961, $11,519, is reflected as a tax liability.

3. Under the terms of the loan agreement with a bank, the balance of retained earnings is fully restricted as to payment of cash dividends while the loan is outstanding. The agreement also includes restrictions on making loans or advances, investments, incurring additional indebtedness, redemption of capital stock, or becoming a party to a merger, as more fully described therein.

SHEA GALLOP CLIMENKO & GOULD
330 MADISON AVENUE
NEW YORK, NEW YORK 10017

WILLIAM A. SHEA
M. ROBERT GALLOP
JESSE CLIMENKO
MILTON S. GOULD
ALLAN KRAMER
BRUCE A. HECKER
JAMES J. A. GALLAGHER
BERNARD D. FISCHMAN
BERNARD J. RUGGIERI
MARTIN I. SHELTON
ALLAN J. PARKER
RALPH L. ELLIS
ROBERT J. RUBEN
GEORGE DE GENARO
IRVING JACOBSON
CLAYTON D. HOLLINGER
WILLIAM SCHURTMAN
SHELDON D. CAMHY
SAMUEL W. INGRAM, JR.
FREDRIC J. KLINK
JOHN J. MCDERMOTT
JUDAH GRIBETZ

AREA CODE 212
MO 1-3200
CABLE ADDRESS
HOLMANG

August 22, 1969

Atlantic Richfield Company
600 Fifth Avenue
New York, New York

Attention: D. K. McIntosh, Esq.

Re: Delivery of deeds and other instruments to BP Oil Corporation

Dear Sirs:

As counsel for BP Oil Corporation and on behalf of that corporation, the undersigned, as of the above date, hereby acknowledges receipt and accepts delivery of the deeds, assignments of lease, grants and assignments and the bill of sale described in the schedule annexed hereto.

Yours very truly,

SHEA GALLOP CLIMENKO & GOULD

By _____
A Partner

SWI:ag
Enclosure

ATR000000727

DEEDS AND OTHER DOCUMENTS EXECUTED AS OF MARCH 4, 1969 AND ACKNOWLEDGED AT THE LEGAL OFFICES OF ATLANTIC RICHFIELD COMPANY ON AUGUST 22, 1969.

R. M. COOPER, Vice President of Atlantic Richfield Company, executed each deed and document, and such documents were attested by W. M. DONAHUE, Assistant Secretary of the company. ALBERT V. NOLAN, Notary Public, State of New York, received the acknowledgment of MR. COOPER. All of the documents listed below are deeds and relate to bulk plant properties unless otherwise indicated.

1. Marcus Hook, Delaware County Pennsylvania (Refinery).

2. Bethel, Aston and Upper Chichester, Delaware County, Pennsylvania (storage area for Marcus Hook Refinery).

3. Upper Chichester, Delaware County Pennsylvania (supplementary property to #5, below).

4. General assignment and bill of sale of pipe lines with respect to Marcus Hook Refinery (plans attached).

ATR000000728

5. Grant and Easement agreement, Marcus Hook Refinery, 13 pages.

6. Schedule of Beneficial Easements, etc. (Marcus Hook Refinery, 10 pages).

7. Tremley Point, Linden Union County, New Jersey (Terminal).

8. Washington Avenue (Hackensack River) Little Ferry, Bergen County, New Jersey (A 617).

9. Brookside Avenue, Sussex City and County, New Jersey (A 2949).

10. "Chillum Castle", Washington, D. C. (Terminal A 2134).

11. Vestal Avenue and Pennsylvania Avenue Binghamton, New York (Terminal A 4710).

12. Long Beach Road and Tillrose Avenue, Oceanside, Nassau County, New York (A 2047).

13. Mt. Vernon, Pelham Manor and Bronx, Bronx and Westchester Counties, State of New York (Terminal A 961).

14. Bear and Rennselaer Streets, Syracuse, Onondaga County, State of New York (Terminal A 4668).

15. Delaware Avenue, Cohoes, Albany County, State of New York (A 1431).

ATR000000729

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16. East Shore Road, North Hempstead,
Nassau County, New York (Terminal A 1826).

17. Greenpoint Avenue, Long Island City,
Queens County, New York (Terminal A 3353).

18. Strickland Avenue (Mill Basin), Brooklyn,
Kings County, New York (A 820).

19. Elm Street, Liberty,
Sullivan County, New York (A 1842).

20. Perry and Twelfth Streets, Watkins Glen,
Schuyler County, New York (A 1107).

21. South Avenue, Bath,
Steuben County, New York (A 1059).

22. River Road, Riverhead,
Suffolk County, State of New York (A 963).

23. Commercial Avenue, Hempstead,
Nassau County, New York (A 564).

24. River Road, Tonawanda,
Erie County, New York (Terminal A 4669).

ATR000000730

25. Bennett Street, Nashua,
Hillsborough County, New Hampshire (A 4658).

BPSLC_00000317

83. Depot Street, Asheville,
County of Boncombe, North Carolina (A 4758).

84. Atreco Refinery, Jefferson County,
Texas (executed by M. G. Davis, Vice President,
Atlantic Richfield Company, witnessed by Helen
Wozno, Assistant Secretary and acknowledged be-
fore Adelaide Hudson, Notary Public for the
State of Pennsylvania on August 21, 1969).

ATR000000731

BPSLC_00000318

Mr. E. A. Collier

Petro Gas Producing Company
File: LD 101-3-1

H. N. Williams
Legal Department
February 19, 1963

Mr. Bent and Mr. Milner have been negotiating an agreement for the acquisition of an 80% stock interest in Petro Gas Producing Company. We have been informed that they expect to meet with the owner, Forrest S. Warren, in Houston on February 28 with the hope of consummating the agreement at that time.

Petro owns two pieces of real estate adjacent to our Atreco Refinery and in connection with that real estate we have included as a representation by Forrest S. Warren the following provision:

> "(e) Producing Company owns the real estate described in Attachment B in fee simple and the title thereto is good and marketable and insurable as such at regular rates by such title company as may be selected by Atlantic and is free and clear of all mortgages, pledges, liens, charges, restrictions, encumbrances, covenants, tax claims and security interests except as specifically set forth in Attachment B and except current real estate taxes not yet due."

Mr. Warren has furnished the enclosed paper identified as Attachment B which contains a description of the property. You will recall that Mr. Warren acquired the plant site from Atlantic a few years ago. In addition to the plant site, Petro owns a tract on which the plant superintendent's home is located, and we believe this tract was acquired from some third party.

Will you please check this information and advise us whether the contract provision and the attachment are adequate.

Mr. Warren has also informed us that he has an outstanding note payable to Houston Bank and Trust Company in the amount of $955,000.00 and that a mortgage was executed in connection with the note. We have provided in the agreement that this note must be paid off before the Closing and that the mortgage shall have been marked satisfied of record.

ATR000000903

We welcome any comments or suggestions that you may have concerning the real estate and whether you recommend that Atlantic obtain title.

Mr. Milner has requested that this proposed acquisition be kept confidential.

HNW:evm
Enc.

H. N. WILLIAMS

cc: Mr. Roy W. Johns

ATR000000904

BPSLC_00000331

Mr. B. E. Milner
Room 1405
File: LD 101-3-1
Acquisition of Petro
Gas Producing Company

H. Newell Williams
Legal Department
May 13, 1963

H. N. WILLIAMS

Enclosed for your information is a copy of letter from Perry B. Carroll, Esq., of our Dallas Legal Department, dated May 10, 1963, accompanied by a copy of his supplemental opinion on title to the 15-acre tract owned by Petro Gas Producing Company.

HNW:evm
Enclosure

ATR000000839

Mr. Randal W. Reed
Room 1817
File: LD 101-3-1
Acquisition of Petro
Gas Producing Company

H. Newell Williams
Legal Department
May 10, 1963

H. N. Williams

Enclosed for safekeeping in your files is an Amendment to the Plan and Agreement of Reorganization and Stock Exchange dated April 19, 1963, between Forrest S. Warren and this Company. This Amendment has been signed by Mr. Warren and accepted by Mr. Bent on behalf of this Company as of May 8, 1963, and provides for further adjustment of the "Exchange Value" as referred to in Section 1(a) of the Plan.

Will you kindly acknowledge receipt of the above by signing the attached copy of this letter.

In duplicate
HNW:evm
Enclosure

cc: Messrs. R. D. Bent (w/o)
P. E. Cundey (w/o)
B. E. Milner (w/o)

I hereby acknowledge receipt of the above.

Signed_____ Date_____

ATR000000841

101-3-1

Acquisition of Petro
Gas Producing Company
H. N. Williams

Mr. Bent and Mr. Milner will meet with Mr. Warren this week in an attempt to reach agreement on some of the points that have not yet been resolved with respect to this proposed acquisition.

ATR000000875

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING MAR 22 1963

BEST POSSIBLE COPY

Acquisition of
Petro Gas Producing Company 101-3-1
H. N. Williams

Please see report of March 29, 1963. Beginning on Tuesday morning, April 16, 1963, Mr. Williams worked with Hubert Gentry, Esq., in redrafting the Plan and Agreement of Reorganization and Stock Exchange with respect to The Petro Gas Producing Company acquisition. Numerous conferences were held during the week with Mr. Warren and Mr. Milner in negotiating the terms of the Agreement. The Agreement was placed in final form by 10:30 A.M. on Friday, April 19, 1963, at which time it was signed by Mr. R. D. Bent and Forrest S. Warren.

The value of the Atlantic stock to be delivered to Mr. Warren in exchange for 80% of the Petro stock has a base value of $1,600,000 subject to certain adjustments. Closing is scheduled for May 17, 1963. However, it may be necessary to extend the date in the event that Atlantic has not received approval from the New York Stock Exchange for listing the newly issued stock to be delivered to Mr. Warren.

The Agreement is also subject to approval by Atlantic's Board and it is expected that the matter will be presented to the Board at its next meeting on May 6, 1963.

ATR000000870

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING 4/19/63

Petro Gas Producing Company
M. Newell Williams

101-3-1

A meeting was attended with Messrs. Warren and Milner to discuss the plans for expansion of Petro's plant facilities and various other operations problems.

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ATR000000755

JAN 31 1964

GAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

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Acquisition of Petro Gas Producing Company
H. W. Williams

The closing for this acquisition by Atlantic of 88% of the outstanding capital stock of Petro was held on May 17, 1963, in the Legal Department Conference Room. The closing was attended by Messrs. Dent, Miller, Pearn, and Williams for Atlantic, and Mr. Warren and his attorney, H. Gentry, Jr. Following the closing a special meeting of the Board of Directors of Petro was held.

ATR000000796

MAY 17 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

I, P. E. CUNDEY, Secretary of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, hereby certify that at a regular meeting of the Board of Directors of said Company held at 260 South Broad Street, Philadelphia, Pennsylvania, on May 6, 1963, at which a quorum was present and voting throughout, the following resolution was duly adopted:

RESOLVED, That this Board hereby ratifies, approves and confirms the action of R. D. Bent, Vice President of this Company, and M. E. MacWilliams, Assistant Secretary of this Company, in executing and delivering on its behalf a plan and agreement dated April 19, 1963 providing for acquisition by this Company of all the outstanding capital stock of Petro Gas Producing Company, a Texas corporation, in exchange for a number of shares of Common Stock, $10 par value, of this Company (consisting of newly issued shares or reacquired shares held in its treasury or some of each, in the discretion of the officers of this Company) determined as follows: (1) 80% of the outstanding stock of Petro Gas Producing Company is to be acquired as soon as practicable in exchange for 31,360 shares of Common Stock of this Company, and (2) the remaining 20% of the outstanding stock of Petro Gas Producing Company is to be acquired during the period of ten years after the first acquisition, in exchange for a number of shares of Common Stock of this Company determined by dividing $400,000 by the then market price per share of this Company's Common Stock or, if greater, for a number of shares computed to give effect to the net earnings or net worth of Petro Gas Producing Company; and be it further

RESOLVED, That the President or any Vice President or the Treasurer of this Company is hereby authorized, in the name and on behalf of this Company, to take all action and to execute and deliver all other instruments under the corporate seal of this Company or otherwise as in his judgment may be necessary or appropriate to carry out the terms of said plan and agreement dated April 19, 1963 and

ATR000000744

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to cause shares of Common Stock of this Company to be delivered in exchange as provided therein; and be it further

RESOLVED, That on the basis of the information concerning Petro Gas Producing Company and its business and assets presented to this meeting, including balance sheet information as of February 28, 1963, it is hereby determined that the fair value of 80% of the outstanding capital stock of Petro Gas Producing Company is in excess of $ 313,600, the aggregate par value of 31,360 shares of Common Stock of this Company; and that all newly issued shares of Common Stock of this Company delivered in exchange for 80% of the stock of Petro Gas Producing Company shall be fully paid and nonassessable by this Company; and be it further

RESOLVED, That the proper officers of this Company are hereby authorized to make application to the New York Stock Exchange for the listing of newly issued shares of Common Stock of this Company to be delivered in exchange for stock of Petro Gas Producing Company, and that Henderson Supplee, Jr., President, T. F. Bradshaw, Executive Vice President, Louis M. Ream, Jr., Vice President, or Randal W. Reed, Treasurer, is hereby designated to appear before the Committee on Stock List of the Exchange with authority to make such changes in the application and any agreement relating thereto as may be necessary to conform with the requirements for listing; and be it further

RESOLVED, That the Treasurer or any Assistant Treasurer of this Company is hereby authorized to certify to its Transfer Agent and Registrar the number of shares of Common Stock of this Company required to be delivered as newly issued shares in exchange for capital stock of Petro Gas Producing Company; and that The Chase Manhattan Bank as Transfer Agent and Chemical Bank New York Trust Company as Registrar are hereby authorized and directed to record, countersign and register certificates for such shares upon requisition of an officer of this Company and to deliver such certificates to or upon the order of an officer of this Company; and that the present authority of the Transfer Agent and the Registrar with respect to issuance of new certificates therefor in lieu of certificates

ATR000000745

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alleged to have been lost, stolen or destroyed is hereby extended to apply to the shares of Common Stock newly issued as provided in this resolution; and be it further

RESOLVED, That the officers of this Company are hereby authorized to take such additional action as in their judgment may be necessary or appropriate to carry out the purposes of this resolution.

I further certify that said resolution has not been amended, modified or rescinded and is now in full force and effect.

WITNESS my hand and the seal of THE ATLANTIC REFINING COMPANY this day of , 1963.

Secretary

ATR000000746

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BEST POSSIBLE COPY

Petro Gas Producing Company
H. N. Williams

101-3-1

Mr. Bent expects to sign an agreement with Forrest S. Warren to acquire 60% of the outstanding stock of the above named company on February 28. A considerable number of changes were required in the prior draft to incorporate new agreements reached and the entire agreement has been retyped for presentment to Forrest Warren and his attorney.

ATR000000893

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING 2/21/63

Indenture of August 15, 1957
H. M. Williams

101-3-1

Mr. Williams attended a meeting at the offices of Ballard, Spahr, Andrews & Ingersoll with Messrs. Candey and Milner to discuss methods for appraisal of the Pure stock by Atlantic's Board in connection with the requirements for adjustment of the conversion price under the Indenture.

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MAY 17 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING

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Petro Gas Producing Company
H. N. Williams

101-3-1

Numerous sections of the proposed agreements were rewritten to incorporate new agreements negotiated by the parties.

ATR000000894

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING 2/15/63

PETRO GAS PRODUCING COMPANY

BEST POSSIBLE COPY

Plan and Agreement of Reorganization and Stock Exchange between Forrest S. Warren and The Atlantic Refining Company dated April 19, 1963. At the Closing held pursuant to the Plan on May 17, 1963 Atlantic acquired 80% of the outstanding capital stock of Petro Gas Producing Company. Also, at the Closing the remaining 20% of such stock represented by 8000 shares of Class A, Non-Voting and 20 shares of Class B, Voting, was delivered to Atlantic as collateral security for the performance of Forrest S. Warren's obligations under the Plan. Atlantic has a mandatory obligation to acquire the 8020 shares within ten years after the date of Closing. Atlantic also has an option to acquire the shares in parts or in full from time to time within the ten year period.

One of Atlantic's obligations under the Plan is to notify Forrest S. Warren of its determination to file a registration statement under the Federal Securities Act of 1933 with respect to any securities of Atlantic except securities offered only to employees of Atlantic. If Atlantic is requested by Forrest S. Warren within tenyears after Closing, Atlantic is required to include in such registration statement those shares of Atlantic Common Stock delivered to Forrest S. Warren under the Plan provided the number of shares then held by him amounts to at least 15,000 shares.

If a voluntary liquidation of Petro is proposed prior to the time Atlantic acquires all of the Petro stock it shall not be accomplished until such time as Atlantic acquires all of such stock if the liquidation would affect the qualification of the Plan as a tax free liquidation.

The only reference to a merger is in Section 14 which deals with the above mentioned 8020 shares delivered to Atlantic as collateral. The section required delivery to Atlantic as part of the collateral and in substitution of the Petro Common Stock any Atlantic Stock delivered upon the exercise of Atlantic's above mentioned option to acquire the remaining 8020 shares. Under subsection (a) of Section 14 it is stated that all securities issued with respect to the collateral pursuant to a merger or consolidation or sale of assets or the like shall be delivered to Atlantic to be held as part of the collateral.

The Plan is binding upon the successors and assigns of Atlantic but neither party may assign its rights without the prior written consent of the other.

Attachment A to the Plan sets forth a formula for determining the number of shares of Atlantic Common Stock to be delivered in exchange for the 8020 shares of Petro Stock.

A collateral agreement with Forrest S. Warren requires him to make either cash capital contributions or non-interest bearing loans to Petro for expansion of Petro's facilities.

HSW:rcvm

ATR000000758

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Petro Gas Producing Company
R. M. Williams

101-3-1

Mr. Williams attended a meeting and had several discussions concerning the proposal to consolidate the accounting of Petro Gas Producing Company with Atlantic as of December 31, 1963. The effects of the proposal were explored and a report was made to Mr. Bent to the effect that a letter agreement would be necessary to make certain that the intent of the acquisition agreement is not altered by the consolidation.

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JAN 10 1964

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

Acquisition of Petro
Gas Producing Company
M. N. Williams

101-3-1

Please see report of April 26, 1963. The preliminary listing application for Atlantic Stock to be delivered to Forrest S. Warren under the Plan was completed and sent to the New York Stock Exchange on April 30, 1963.

ATR000000848

MAY 3 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

BEST POSSIBLE COPY

Petro Gas Producing Company
H. N. Williams

Mr. Williams prepared a proposed "investment letter" applicable to Atlantic's stock, for signature by Forrest S. Warren. A proposed letter was also drafted containing certain factual information concerning the credit standing of Forrest S. Warren and his ability to pay a loan of $955,000 without resort to Atlantic stock which is to be put up for collateral. This letter is to be signed by The Houston Bank and Trust Company.

ATR000000888

MAR 15 1963

LEGAL DEPARTMENT WEEKLY REPORT FOR WEEK ENDING _____

DRAFT

5/29/63

At a regular meeting of the Board of Directors of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, held on June 3, 1963, at 260 South Broad Street, Philadelphia, Pennsylvania, at which a quorum was present and voting, the following resolution was duly adopted:

WHEREAS, this Company acquired 80% of the outstanding shares of capital stock of Petro Gas Producing Company on May 17, 1963 in exchange for 31,360 shares of Common Stock of this Company, pursuant to a resolution adopted by this Board on May 6, 1963;

NOW, THEREFORE, BE IT

RESOLVED, That on the basis of information concerning Petro Gas Producing Company and its business and assets presented to this meeting (including its financial statements attached to this Company's listing application to the New York Stock Exchange dated May 6, 1963 and data as to its subsequent operations to and after May 17, 1963 and the condition of its business and assets on and after that date), it is hereby determined for the purposes of Section 4.05(a) of the Indenture dated August 15, 1957 relating to this Company's 4 1/2% Convertible Subordinated Debentures due 1987 that the fair value of the shares of Petro Gas Producing Company

ATR000000813

so acquired by this Company on May 17, 1963, was on that date and is now in excess of $1,818,880, which is the amount obtained by multiplying the 31,360 shares of Common Stock of this Company issued in exchange by $58 a share, the conversion price in effect on May 17, 1963 under the terms of the Debentures.

WITNESS my hand and the official seal of said THE ATLANTIC REFINING COMPANY this day of June 1963.

Secretary

ATR000000814

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DRAFT

5/29/63

At a regular meeting of the Board of Directors of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, held on June 3, 1963, at 260 South Broad Street, Philadelphia, Pennsylvania, at which a quorum was present and voting, the following resolution was duly adopted:

WHEREAS, this Company acquired 80% of the outstanding shares of capital stock of Petro Gas Producing Company on May 17, 1963 in exchange for 31,360 shares of Common Stock of this Company, pursuant to a resolution adopted by this Board on May 6, 1963;

NOW, THEREFORE, BE IT

RESOLVED, That on the basis of information concerning Petro Gas Producing Company and its business and assets presented to this meeting (including its financial statements attached to this Company's listing application to the New York Stock Exchange dated May 6, 1963 and data as to its subsequent operations to and after May 17, 1963 and the condition of its business and assets on and after that date), it is hereby determined for the purposes of Section 4.05(a) of the Indenture dated August 15, 1957 relating to this Company's 4 1/2% Convertible Subordinated Debentures due 1987 that the fair value of the shares of Petro Gas Producing Company

ATR000000815

so acquired by this Company on May 17, 1963, was on that date and is now at least _____, which amount, however, is less than the amount of $1,818,880, as obtained by multiplying the 31,360 shares of Common Stock of this Company issued in exchange by $58 a share, the conversion price in effect on May 17, 1963 under the terms of the Debentures. Also, it is hereby determined that an adjustment in the conversion price of $58 is not required because such adjustment would amount to less than fifty cents ($.50) per share, as provided in Section 4.05(d) of the Indenture. The determination that the adjustment is less than fifty cents ($.50) per share was made in accordance with Section 4.05(a) of the Indenture by multiplying 9,194,965, the number of shares of Common Stock outstanding on May 16, 1963, by $58 per share, then adding the above mentioned $_____ and dividing the resultant figure by 9,194,965 plus 31,360, the number of shares of Common Stock outstanding immediately after the issuance of the 31,360 shares of this Company's Common Stock; and,

RESOLVED, That the President or a Vice President and the Treasurer or an Assistant Treasurer is hereby authorized and directed pursuant to the provisions of Section 4.05(g) of the Indenture to sign and place on file in the office of the Trustee or such other office or agency as shall be maintained from time to time in accordance with the provisions of Section 7.02 of the

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Indenture a statement containing in appropriate details the facts relevant to the transaction involving the acquisition by this Company of the stock of Petro Gas Producing Company and that the 31,360 shares of Common Stock of this Company were issued in exchange for the Petro Gas Producing Company stock.

WITNESS my hand and the official seal of said THE ATLANTIC REFINING COMPANY this day of June 1963.

Secretary

ATR000000817

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Petro Gas

Petro Gas Producing Company

GULF BUILDING • CA 4-0488 • HOUSTON 2, TEXAS

AIR MAIL

May 1, 1963

Mr. B. E. Milner
The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

BEST POSSIBLE COPY

Dear Mr. Milner:

As you requested we are enclosing the documents listed below:

1. Deed for land from The Atlantic Refining Company to Petro Gas Producing Company - Document 131676
2. Title Insurance - $37,500.00 - Policy No. 113409 TX
3. Abstract of Title No. 29772
4. Five statements with regard to title of property
5. Copy of title opinion prepared June 18, 1954 by Orgain, Bell & Tucker
6. Abstract of Title No. 30050
7. Abstract of Title No. 30345

Would you please sign the enclosed copy of this letter, signifying your receipt of these documents, and return it to us. When your people have completed their review of these instruments, we would appreciate your returning them to us for our files.

Thank you!

Very truly yours,

Thomas R. Warren

TRW/mm

RECEIVED:

THE ATLANTIC REFINING COMPANY

By B E Milner

Date 5/3/63

ATR000000854

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9

Phone 364

From
ROBERT C. PAARZ

Hey, Newt!

Look what I came across today in my pile of papers!

Bob
8/6/63

RECEIVED
AUG 7 1963
LEGAL DEPT.

ATR000000760

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EXHIBIT E

Subsidiaries and Affiliated Corporations

PETRO GAS PRODUCING COMPANY

(1) ARCO is the owner of 32,000 shares of class A, non-voting, $1.00 par value stock, and 80 shares of class B, voting $1.00 par value stock of Petro Gas Producing Company, a Texas corporation, with offices at Suite 1020, Americana Building, Houston, Bexas, 77002. Forrest S. Warren is the owner of the remaining issued and outstanding stock which amounts to 8,000 shares of class A, non-voting, $1.00 par value stock and 20 shares of class B, voting, $1.00 par value stock.

SOUTH HAMPTON COMPANY

(2) ARCO is the owner of 800 shares of $100 par value common stock of South Hampton Co., a Texas corporation, with offices at Adair Building, 6420 Hillcroft, Houston, Texas, 77036. Marvin A. Bomer is the owner of the remaining issued and outstanding stock which amounts to 200 shares of $100 par value common stock. BP has been informed that South Hampton Co. is a party to certain agreements with Union Carbide Corporation with respect to the use of a process for the production of straight chain paraffins and BP agrees to cause South Hampton Co. to comply with all of the provisions of such agreements.

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MID COUNTY CHEMICAL COMPANY

(3) ARCO is the owner of 50 shares of common stock of Mid-County Chemical Co., a Delaware corporation, with offices at 100 West Tenth Street, Wilmington, Delaware and such stock is held for and on behalf of ARCO by John M. Schultz as nominee. The remaining issued and outstanding stock which amounts to 50 shares of common stock is held by General Option Company, for and on behalf of the owner, Union Oil Corporation. BP recognizes that ARCO is a party to an agreement with Union which requires ARCO to receive the written consent of Union to transfer ARCO's stock interest in Mid-County Chemical Co.

LAUREL PIPE LINE COMPANY

(4) Sinclair Pipe Line Company is the owner of 1,944 shares of $1,000 par value capital stock of Laurel Pipe Line Company which has an authorized capital stock of 10,000 shares of which 5,555 shares have been issued and sold. Gulf Oil Corporation owns 2,222 shares and The Texas Company owns 1,389 shares of the outstanding stock. BP recognizes that Sinclair Pipe Line Company is a party to the following agreements:

(a) Shareholders Agreement of March 28, 1957 between Gulf, Sinclair and Texaco which provides that any sale of stock in the Laurel Pipeline Company shall be for cash only and shall be to Gulf and/or Texaco unless they fail to exercise their options to purchase (para. 4, Page 5).

(b) Indenture of Trust dated October 15, 1957 - Laurel Pipe Line Company to Bankers Trust Company, Trustee, which provides that Laurel may not sell any part of the pipeline unless it has first obtained the consent of the holders of 66 2/3% of the principal amount of notes outstanding at the time (Article IV, Sections 4, II and 4, pages 31 and 32).

(c) Throughput Agreement dated September 19, 1957, between Gulf, Sinclair and Texaco which provides that there may be no assignment of any interest in the agreement without the written consent of the Trustee under the Indenture of October 15, 1957 (Para. 9, Para. 9, Page 4).

(d) Letters from Metropolitan Life Insurance Company and Equitable Life Assurance Society dated December 3, 1957, holders of $30,650,000 principal Sinclair Twenty-Five Year issued under Indenture dated August 1, 1951, requiring any sale of Laurel trunk pipelines to be for cash only, the proceeds thereof to be disposed of in accordance with Section 5.13 of the Indenture.

DELAWARE BAY TRANSPORTATION CO.

(5) One-half of Sinclair Oil Corporation's 356 shares of $1,000 par value common stock of Delaware Bay Transportation Company which is authorized to issue 1,500 shares. Of this stock, 1086 shares are outstanding, Gulf Oil

ATR000000347

Corporation holding 356 shares and Cities Service Company holding the remaining 356 shares.

Delaware Bay Transportation Company was organized under the General Corporation Law of the State of Delaware. The principle office of the Corporation is located at 100 West 10th Street, Wilmington, Delaware. Pursuant to a resolution passed on March 29, 1967, the Corporation also maintains an office at 600 Fifth Avenue, New York, New York, at which office the books of the Corporation are kept.

The aforesaid owned stock issued to Sinclair Oil Corporation, Gulf Oil Corporation and Cities Service Company was issued in exchange for the equal beneficial interests of those companies in the real estate in Kent County Delaware.

This land consists of approximately 1765 acres of property on Delaware Bay about eight miles north of the town of Milford in an area known as Milford Neck. The site is presently undergoing feasibility studies to determine its suitability as a deep water marine terminal.

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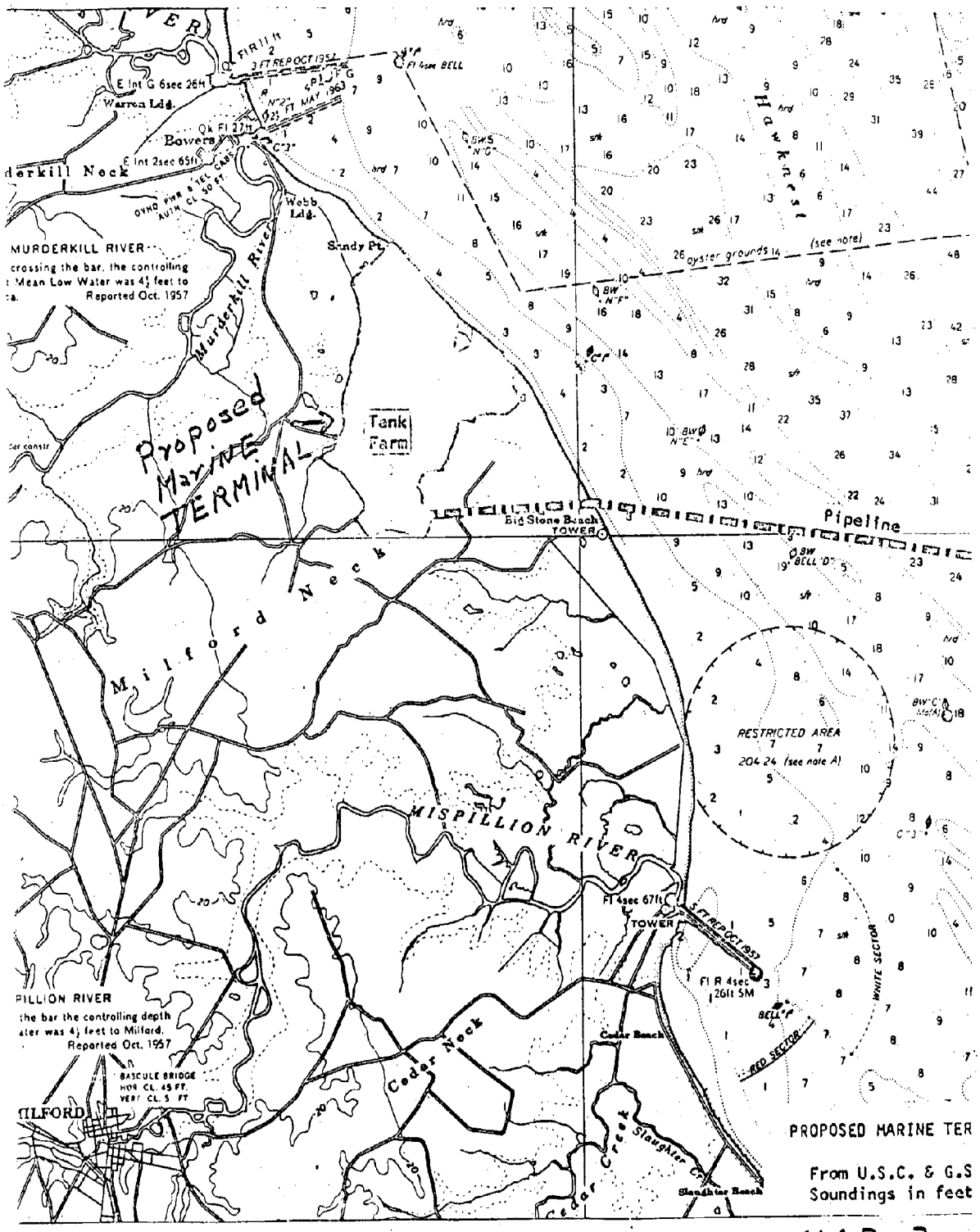

MAP 3

ATR000000349

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EXHIBIT F

Guarantee of Loan of Subsidiary

Series C of notes in total capital amount of $4,100,000 evidencing loan made to Mid-County Chemical Corporation. Series C bear interest at 4.9% and are held by Canada Life Assurance Company of Toronto, Canada. Series C original amount totaled $2,460,000. First payment on this series made August 1, 1968. Present outstanding balance $2,325,120. Payments to be made in semi-annual installments through February 1, 1977. Series A and Series B notes of original issue are fully paid.

ATR000000351

EXHIBIT G

Registration No.	Date Registered	Trademark
81,038	Feb. 21, 1911	Design of Two Pigs
84,296	Nov. 21, 1911	RIVALO
91,916	June 3, 1913	OPALINE
99,518	Sept. 1, 1914	EMULSICOOL
104,124	May 4, 1915	PENNANT
107,316	Nov. 23, 1915	SHAMROCK
112,396	Sept. 5, 1916	EXANOL
113,700	Oct. 31, 1916	RUBILENE
116,681	May 15, 1917	PETROWAX
119,588	Nov. 27, 1917	AUTOKUT
119,882	Dec. 18, 1917	EMERALD
121,960	June 11, 1918	RIMODA
122,232	July 9, 1918	Rooster Design
126,083	July 22, 1919	CORDYMO
126,348	August 19, 1919	SINCO
126,782	Sept. 30, 1919	GARNET
129,539	Feb. 24, 1920	CLAIRO
131,723	May 25, 1920	Oil Man Design
131,925	May 25, 1920	BETHOLINE-GAS
132,248	June 15, 1920	Circle and Bar Design
134,089	Aug. 10, 1920	White Lily
135,948	Oct. 26, 1920	HYVIS
146,362	Sept. 6, 1921	SINCLAIR with circles and bars design

ATR000000353

146,872	Sept. 20, 1921	DIAMOND C.
146,873	Sept. 20, 1921	ONYX
146,874	Sept. 20, 1921	SPIN-KNIT
146,875	Sept. 20, 1921	SUPERFLAME
153,531	March 21, 1922	COSS
175,531	Nov. 6, 1923	WILKUT
194,083	Jan. 13, 1925	GASCON
196,144	March 10, 1925	ALWETHER
198,608	May 19, 1925	COMMANDER
198,843	May 26, 1925	WARRIOR
201,184	July 21, 1925	SINTEX
216,380	Aug. 10, 1926	H-C in green and red circles
220,011	Oct. 26, 1926	Miles of Smiles
225,454	March 22, 1927	RUST-O-LENE
225,460	March 22, 1927	UMBRA
225,461	March 22, 1927	CRYSTEX
225,487	March 22, 1927	OSAGE
225,591	March 22, 1927	THE WONDER MOTOR FUEL
247,014	Sept. 18, 1928	COMMODORE
* 251,789	Jan. 15, 1929	P. D.
253,271	Feb. 26, 1929	SOUTHERN
* 254,040	March 12, 1929	SINCLAIR and Aircraft Design
257,103	May 28, 1929	CADET

* Sinclair Oil Corporation does not plan to renew these registrations.

ATR000000354

Registration No.	Date Registered	Trademark
257,959	June 25, 1929	SUDZER
* 263,218	Nov. 5, 1929	P. D. and Design
* 264,594	Nov. 26, 1929	SINCLAIR and Ribbon Design
* 264,843	Dec. 10, 1929	SINCLAIR and Ribbon Design
265,799	Jan. 7, 1930	JADE
265,842	Jan. 7, 1930	RAPIER
265,843	Jan. 7, 1930	ROCKET
268,547	March 18, 1930	TOOLTEX
268,621	March 18, 1930	JAKURV
274,233	Aug. 26, 1930	P. D. and Stripe
281,774	March 31, 1931	NAPTOL
287,716	Oct. 6, 1931	SuperFlame and Design
290,092	Dec. 22, 1931	TRACT-A-ROLLER
291,312	Feb. 9, 1932	SINCLAIR Pennsylvania Motor Oil and Design
293,881	May 10, 1932	Pengrade
314,523	July 3, 1934	WORK-FACTOR NEWS and Design
316,660	Aug. 28, 1934	Mileage Metered
322,528	March 12, 1935	HYVIS and yellow stripes
323,478	Apr. 16, 1935	HYVIS and Oil Man Design
323,989	May 7, 1935	Double-Penn
328,500	Oct. 1, 1935	SINTURLITE

* Sinclair Oil Corporation does not plan to renew these

ATR000000355

342,688	Jan. 26, 1937	PALITE
342,874	Feb. 2, 1937	DINO and Dinosaur Design
342,955	Feb. 2, 1937	TENOL
347,128	June 15, 1937	CERCON
358,089	June 28, 1938	DUSCON
364,576	Feb. 7, 1939	DINO
366,048	Mar. 28, 1939	DINO
370,988	Sept. 12, 1939	TENOL
384,879	Feb. 4, 1941	SATISOL
391,997	Dec. 2, 1941	LOOMTEX
408,869	Aug. 29, 1944	CARNITE
409,936	Oct. 31, 1944	TRUKUT
412,999	Apr. 3, 1945	ORBITOL
414,423	June 12, 1945	QUENCHOL
417,649	Nov. 6, 1945	HONOL
515,164	Sept. 13, 1949	CERCAX
515,701	Sept. 27, 1949	LACLEDE
518,980	Dec. 20, 1949	AMRIN
520,204	Jan. 24, 1950	SALINE
520,205	Jan. 24, 1950	SINCLAIR REFINING CO.
521,565	Feb. 28, 1950	LITHOLINE
527,892	July 18, 1950	R D - 119
542,184	May 8, 1951	QUICKHEET
556,977	Apr. 1, 1952	HYDRATORK
565,446	Oct. 21, 1952	FILM

ATR000000356

595,418	Sept. 21, 1954	SINCOLUBE
596,622	Oct. 12, 1954	TRUGRIND
647,014	June 18, 1957	TRANSKUT
649,917	Aug. 13, 1957	PONTRAR
655,436	Dec. 10, 1957	Three Check Marks Design
655,721	Dec. 17, 1957	SINCLAIR with Three Check Marks Design
663,003	June 17, 1958	RUST-O-LENE F.O.
663,668	July 1, 1958	SUPER WILKUT
676,216	Mar. 31, 1959	CALDRON
691,486	Jan. 19, 1960	SINCLAIR & Dinosaur within Pentagonal Design
691,904	Jan. 26, 1960	SINCLAIR & Dinosaur within Pentagonal Design
691,905	Jan. 26, 1960	SINCLAIR and Dinosaur
695,176	Mar. 29, 1960	SINCLAIR & Dinosaur within Pentagonal Design
695,468	Apr. 5, 1960	SINCLAIR & Dinosaur within Pentagonal Design
697,365	May 10, 1960	SINCLAIR & Dinosaur within Pentagonal Design
703,560	Aug. 30, 1960	SINCLAIR & Dinosaur within Pentagonal Design
712,302	Mar. 7, 1961	SINCLAIR & Dinosaur within Pentagonal Design

713,731	Apr. 11, 1961	SINCLAIR & Dinosaur within Pentagonal Design
725,820	Jan. 2, 1962	DINO
729,347	Apr. 3, 1962	SIMPSON and Design
729,558	Apr. 3, 1962	SIMPSON and Design (Service Mark)
776,482	Sept. 8, 1964	CLAIRO
779,741	Nov. 10, 1964	DINO
781,248	Dec. 8, 1964	MODOC
787,680	Apr. 6, 1965	DINOFIN
795,454	Sept. 7, 1965	DINO D-ICER
805,449	Mar. 15, 1966	TUFFLO
810,073	June 21, 1966	TRUSLIDE
810,074	June 21, 1966	DARTAC
812,000	Aug. 2, 1966	SINCLAIR TURBO S 15
814,294	Sept. 6, 1966	SUPER LONET
815,719	Sept. 27, 1966	CRYSTOIL
820,600	Dec. 20, 1966	COMMANDER
827,609	Apr. 18, 1967	SINCLAIR & Dinosaur within Pentagonal Design
828,146	May 2, 1967	SINCLAIR & Dinosaur within Pentagonal Design
829,363	May 30, 1967	SINCOPRIME

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829,364	May 30, 1967	SINCOLUX
829,365	May 30, 1967	SINCO-TECH
829,366	May 30, 1967	DUOTREAT
834,539	Sept. 5, 1967	SINCLAIR & Dinosaur within Pentagonal Design
841,827	Jan. 9, 1968	SINCLAIR & Dinosaur within Pentagonal Design
849,265	May 21, 1968	DINOLENE
854,891	Aug. 13, 1968	SINCLAIR & Dinosaur within Pentagonal Design
855,421	Aug. 27, 1968	DINOHEAT
857,332	Sept. 24, 1968	SINCLAIR & Dinosaur within Pentagonal Design

Application Serial No.	Application Date	Trademark
278,828	8-22-67	DRIVE WITH CARE AND BUY SINCLAIR
279,006	8-24-67	DINO-GUARD
294,416	3-28-68	SUPERFLAME and Design
296,204	4-22-68	NC-7

ATR000000360

CRUDE OIL SALES CONTRACT

Atreco, Texas Refinery

ATLANTIC RICHFIELD COMPANY ("ARCO") and BP OIL CORPORATION ("BP") mutually agree to the following terms and conditions under which ARCO agrees to sell and BP agrees to buy domestic crude oil.

1. TERM: Ten years from April 1, 1969. However, BP can terminate this contract at the end of any calendar month after January 1, 1972 by giving ARCO at least twelve (12) months prior written notice of termination.

2. PRODUCT - QUANTITY: ARCO will supply and BP will buy approximately 80,000 B/D of domestic crude oil for its Atreco, Texas Refinery.

3. SOURCES - PRICES:

I. Sweet Crude - 30,000 B/D

A. ARCO will assign to BP without recourse all present division orders and other contracts under which it now purchases crude oil at the leases served by gathering facilities being purchased by BP.

B. Terms for crude oil acquired at the various leases into pipe line gathering facilities owned by BP's affiliated company are written with the understanding that BP will publish price bulletins effective as of the date hereof for buying this crude oil. If it is not possible or practical for BP to publish such prices, or for ARCO to assign division orders and/or contracts under which it now acquires this crude oil, before the effective date of this agreement, ARCO will continue to acquire this crude oil under its present division orders and/or contracts. In this event ARCO will sell to BP all of the oil so acquired by invoicing BP monthly at ARCO's cost of acquisition. This arrangement will continue until BP publishes the necessary prices

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C. ARCO will assign to BP all pr[illegible]t contracts under which it purchases crude oil at locations on East Texas and Neale trunk lines.

D. In addition, ARCO will sell to BP f.o.b. Atreco sufficient quantities of Grand Isle crude oil to complete the total of the 30,000 B/D sweet crude to be delivered (except as modified in subsection E below). Grand Isle crude will be sold f.o.b. Atreco based on quantity and quality determined at Grand Isle. Presently, this data would be provided by the barge loading papers (based on shore tank measurements). The price of this oil will be ARCO's average cost of acquisition at Grand Isle, as determined monthly, plus transportation costs to Atreco. (On February 1, 1969 this crude oil was being acquired at $3.16/bbl. for 33° and barging expenses to Atreco are $.135 plus demurrage, if any).

E. Special Arrangements to 12/31/69 - Sweet crude oils other than Grand Isle crude will be supplied to BP during the remainder of 1969. These will be:

Southwest Texas Light Mix (approximately 3,200 B/D)

(i) To be sold f.o.b. barge/vessel Atreco, Texas at Atlantic's average acquisition cost on that purchased or Atlantic's posted price for that produced plus pipeline tariff and/or barge expense to Harbor Island plus transportation to Atreco. Quality and quantity to be determined at loading point (Harbor Island). (On 2/1/69 Refugio Lt. cost was $3.21 (38°); plus $.05 gathering; plus $.05 trunk; plus $.025 loading. On 2/1/69 Mustang Island cost was $3.20 (40°); plus $.085 barging; plus $.025 unloading; plus $.025 loading. On 2/1/69 Mustang Island condensate cost was $3.25 flat; plus other Mustang Island crude costs as noted above: - All plus the applicable transportation from Harbor Island to Atreco).

Johnson Bayou (Received by ARCO in exchange for Mustang Island on month/month basis) (approximately 1,000 B/D).

(ii) To be sold f.o.b. barge Atreco at Atlantic's average

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acquisition cost for Mustang Island (with production valued at Atlantic's posted price) plus barging costs to Corpus Christi. Quality to be determined at Atreco.

(2/1/69 cost was $3.20 (40°); plus $.085 barging).

Darrow Mix (Received in exchange for Mustang Island on month/month basis) (approximately 3,000 B/D)

(iii) To be sold f.o.b. barge Atreco at Atlantic's average acquisition cost for 40° Mustang Island or Atlantic's posted price, if any production crude is exchanged, plus barging cost to Corpus Christi; plus $.04. For each full degree Darrow Mix is less than 40.9° a deduction of $.02 shall be made. Quality to be determined at Atreco.

(2/1/69 cost was $3.20 for 38° plus $.085 barging).

Burns Terminal (approximately 400 B/D)

(iv) To be sold f.o.b. barge Atreco at Conoco's posted price for South La. crude; plus barge cost from point of loading to Atreco. Quality to be determined at loading point.

(2/1/69 cost was $3.16 for 33°; plus $.135 barge).

II. Sour Crude - 50,000 B/D

A. To be sold at BP Midland station at ARCO's average cost of acquisition (Atlantic's posted price to be used for Atlantic's production) for the actual gravity delivered to BP plus gathering; plus transportation to Midland.

(2/1/69 cost was $2.88 for 34° and $.05 gathering plus an estimated $.05 pipe line tariff to Midland).

4. QUALITY: Common stream crude oil available on the date of delivery to BP.

5. TESTS AND MEASUREMENTS: Quantities of product delivered by barge or tanker shall be determined in the shore tanks at point of pick up and based on the opening and closing tank gauges. Quantities for product delivered by pipeline and at the lease gathering lines shall be determined by flow meters.

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A barrel is 42 U. S. standard gallons of 231 cubic inches and all volumes shall be corrected for temperature to 60° F. in accordance with ASTM Table D-2330 and any supplements.

6. SCHEDULES OF DELIVERIES: Schedules of deliveries shall be in approximate even intervals as arranged between ARCO's and BP's respective Supply and Transporation Departments.

7. DELIVERIES - DEMURRAGE: In respect of crude delivered by vessel BP shall cause to be provided a berth at which vessels of a maximum draught as laden of 38 feet in salt water can at all times safely reach and leave and at which such vessels can lie at all times safely afloat.

BP shall cause to be provided all shore equipment (which shall include flexible hoses, hose connections, pipelines and tankage facilities), and also shore personnel, necessary for the discharge of crude oil.

Atlantic shall cause each vessel furnished by it to berth, discharge and sail in the most expeditious manner possible and to comply with all applicable regulations in force at the Refinery.

The time allowed to BP for the discharge of each vessel shall be 36 running hours for a full cargo or pro rata for a part cargo.

Upon arrival at customary anchorage at the port of discharge ARCO shall give BP notice by letter, telegraph, wireless or telephone that the vessel is ready to discharge cargo, berth or no berth, and lay time shall commence upon the expiration of 6 hours in the case of a vessel and/or 3 hours in the case of a barge after receipt of such notice, or upon the vessels/barge's arrival in berth and all fast, whichever first occurs. However, where delay is caused to the vessel or barge getting into berth after giving notice of readiness for any reason over which BP has no control, such delay shall not count as used lay time. Further, if the vessel/barge does not arrive within 24 hours after the specified docking time, the vessel/barge shall take the first open turn at berthing and lay time shall not commence until arrival in berth and all fast.

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If the time taken to discharge the cargo is in excess of the time allowed, BP shall (whether or not such excess time is due to any cause within the scope of Section 10) pay to Atlantic for all such excess time demurrage at the current market voyage charter rate quoted by Dietz & Co. effective on the date notice of readiness to discharge is given for a vessel of the type and size for the trade involved. If the time allowed for discharging any cargo is exceeded as a result of fire or explosion in or about the Refinery or the discharging facilities or of breakdown of machinery of the BP, the rate of demurrage payable by BP for such excess shall be one half of the rate provided for in the foregoing paragraph.

If the time allowed for discharging any cargo is exceeded as a result of fault or failure of the vessel or because discharge is suspended for vessel's purposes BP shall not be liable for demurrage in respect of such excess time.

8. PAYMENT: ARCO shall promptly submit to BP its invoices covering each delivery together with appropriate copies of certificates of quantity and quality at the address to be given hereafter.

BP shall pay ARCO in U. S. Dollars at par without discount within ten (10) days of receipt of said invoice and certificate by remittance to:

Atlantic Richfield Company
Post Office Box 7258
Philadelphia, Pennsylvania 19101
Attention: Supply and Transportation Manager

When BP acquires product after assignment of the division orders and other purchase contracts, payment shall be made as provided in such division orders or contracts.

9. WARRANTY: ARCO warrants free, clear and unencumbered title to the Crude Oil to be delivered hereunder and further warrants that it will have been produced in accordance with all applicable governmental rules and/or regulations or of any other regulatory body having jurisdiction over the production and/or transportation of the particular crude delivered.

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10. FORCE MAJEURE: ARCO shall not be required to deliver and BP shall not be required to receive crude oil hereunder when, while and to the extent that BP is prevented from receiving it or ARCO from producing, acquiring, transporting or making deliveries in its customary manner due to Acts of God; compliance with acts, orders, regulations or request of any Federal, state or local civilian or military authority or any person purporting to act therefor; by fires, action of the elements; by strikes or other labor disturbances; by war embargoes, perils of the sea; accidents, acts of civil or military authorities, by interruption of usual production facilities or transportation routes; or by any cause whatsoever beyond the control of ARCO or BP, whether or not similar to causes herein specified.

11. TAXES: All prices quoted are exclusive of all demurrage and sale and use taxes and BP agrees to assume and pay ARCO, without discount, at the time of payment for the product any and all demurrage applicable to the loading and unloading of the product from delivering vessels and any and all taxes and assessments applicable to the sale of the product sold hereunder, and any other tax or assessment which ARCO may be required to collect by reason of the sale to BP of the product under any Federal, state, county, or municipal law whatsoever.

12. NOTICES: All notices required to be given hereunder shall be in writing and shall be sent by prepaid U. S. mail addressed as indicated in paragraph 3.

13. SPECIAL BUY BACK DURING 1969: In 1969 ARCO has contracts for sales of approximately 5,600 B/D of East Texas crude oil and the full gathered quantity of Bronte crude oil. For the remainder of 1969, BP will sell this crude to ARCO as follows:

(a) East Texas crude will be sold at the junction of Mid Valley Pipeline Co. and the East Texas Pipeline Co. at posted price plus gathering and trunk line tariffs to the point of delivery; and

(b) The Bronte Crude will be sold at the Sun Junction located on the Midland-Atreco trunk line at posted price and pipeline gathering and trunk line tariffs to the point of delivery.

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14. INDEMNITY: BP covenants to indemnify and save harmless ARCO from any and all cost, liability and expense arising out of BP's default subsequent to the date of assignment under the contracts and division orders to be assigned as herein provided.

WITNESS the due execution of this Agreement, each of the parties intending to be legally bound, this day of , 1969.

ATLANTIC RICHFIELD COMPANY
incorporated

By _____
Vice President

BP OIL CORPORATION

By _____
Vice President

ATR000000486

BPSLC_00000282

Mr. J. C. Harvey

Robin L. Renner

Atreco Refinery
Port Arthur, Texas
Sale to BP Oil Corporation
File: LD 116-3-1

September 16, 1969

Forwarded herewith for your files are copies of the receipt for documents in the sale of the Atreco Refinery.

RLR:jr.

Encs.

ATR000000715

RECEIVED
AUG 22 1969
Robin L. Renner

Donald McIntosh, Esq., Room 320
600 Fifth Avenue
ATRECO REFINERY - PORT ARTHUR, TEXAS

J. C. Harvey

August 21, 1969

Enclosed is original executed Deed dated August 21, 1969, plus 2 Xerox copies, from Atlantic Richfield Company to BP OIL CORPORATION covering the portion of the Atreco Refinery owned by Atlantic Richfield Company.

The following changes requested by Samuel Ingram, Esq., of the firm of Shea, Gallop, Clemenko & Gould, Special Counsel for BP, have been made in the final executed draft.

1. changed word "form" to "farm" on page 1 in the fourth line of description of Parcel No. 1.

2. combined courses 35 and 36 on page 3 so that course 35 now reads "...South 41 degrees 11 minutes 30 seconds West 1,284.60 feet" etc. Course 37 was renumbered 36, and course 38 was renumbered 37.

3. the 2 additional "TOGETHER WITH" clauses were added on page 5.

I talked with Mr. Wendell Hall, Manager of Neches Title Company in Port Arthur, Texas. He told me that the "Port Arthur Land Company Survey" was platted about 1897, and the beginning point as designated in the Deed from Atlantic Richfield Company to BP Oil Corporation can be located by a surveyor. Mr. Hall said this is about the only way a beginning point in some areas of Jefferson County can be established.

Also enclosed are Xerox copies of 4 Deeds referred to in the recitals, of the Deed to BP Oil Corporation, numbered 5, 6, 7 and 9. You will note that each of these Deeds includes the certificate of recording.

It is my understanding that you have made arrangements for delivery of this Deed and the other enclosed copies of Deeds to BP.

Incidentally, Mr. Renner checked with Mr. Alfred Grosse, one of Atlantic's attorneys in Dallas, Texas, and was advised that the Deed would be accepted for recording without the missing recording data in the recitals as long as the Deed is acknowledged.

The area covered by the reverter on page 5 is located at the Southwesterly corner of the premises along Route No. 366.

JCH/ah

Enclosures

ATR000000732

cc: Mr. R. L. Renner, Room 1313—copy of executed Deed attached,
Mr. R. E. Hill, Room 411—FIFTH—copy of executed Deed attached.

Mr. Renner: I still think it is better to have the recording data filled in the recitals at the time the Deed is recorded. The one recording the Deed should be able to get this information from the records index in a matter of minutes, since the dates and parties are given.

J. C. H.

ROBIN L. RENNER

INTERNAL CORRESPONDENCE

RECEIVED
AUG 21 1969
Robin L. Renner

To: ~~Donald McIntosh, Esq., Room 820~~
600 Fifth Avenue

From: J. C. Harvey

Subject: ATRECO REFINERY - PORT ARTHUR, TEXAS

Date: August 19, 1969

With further reference to the penultimate paragraph of my letter of August 6, 1969, I am enclosing the following papers:

1. Copy of Right of Way Agreement from The Atlantic Refining Company to Atlantic Pipe Line Company, dated May 19, 1947 and recorded in Jefferson County Records in Vol. 764, Page 623.

2. Assignment from Atlantic Pipe Line Company to Keystone Pipe Line Company, dated April 28, 1952.

3. Copy of Atlantic Pipe Line Company plan no. AL-85 revised 4/21/47 showing location of 10-inch Bayon Feeder Line.

Incidentally, Atlantic Pipe Line Company was incorporated May 19, 1931, as Keystone Pipe Line Company. This name was changed at the close of business December 31, 1955, and properties of Atlantic Pipe Line Company, a Maine corporation, and Buffalo Pipe Line Corporation, a New York corporation, were merged into Keystone Pipe Line Company. The latter name was changed to Atlantic Pipe Line Company, a Pennsylvania corporation.

I discussed this with Allen Baxter, Vice President of Atlantic Pipe Line Company and was told that BP Oil Corporation was supplying us with products from the Atreco Refinery through the Bayon Feeder Line into the Plantation Pipe Line to our terminals at Spartanburg, Charlotte and Greensboro. He suggested that if it is intended to continue this procedure for the time being, then perhaps a product agreement should be entered into with BP. The power for the pumps is supplied from the refinery and we have been paying a prorata share of the cost of the current - usually around $200 or slightly more each month.

JCH/hlp

cc: ~~R. L. Renner, Esq.~~ - Room 1313
R. E. Hill, Esq. - Room 411-FIFTH

ROBIN L. RENNER

13-222

PLEASE CONFINE EACH LETTER TO ONE SUBJECT

ATR000000734

DEED

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT the ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN DOLLARS ($10) and other valuable consideration paid by BP OIL CORPORATION, a Delaware corporation, the receipt of which is hereby acknowledged, has granted, sold and conveyed and does hereby grant, sell and convey unto the said BP OIL CORPORATION (hereinafter called "GRANTEE"),

ALL THOSE TWO CERTAIN parcels of land and premises with the improvements, buildings, oil refinery plant facilities, petroleum and petroleum products storage tanks and other related facilities thereon, SITUATE in Jefferson County, Texas, and more particularly described as follows:

PARCEL NO. 1. BEGINNING at the point of intersection of the Northwesterly (sometimes called the North) boundary line of Block 5, Range A, Port Arthur Land Company Survey, Jefferson County, Texas, and the Northeasterly line of the 120-feet-wide right of way of the State farm to market Road No. 366 (sometimes called the Pure Atlantic Road); extending THENCE (1) with the said Northeasterly line of the said Road South 48 degrees 47 minutes 00 seconds East 1,150.00 feet to a point at line of lands of the Atlantic Pipe Line Company; THENCE (2) with the said Atlantic Pipe Line Company lands North 41 degrees 13 minutes 00 seconds East 120.00 feet to the Southwesterly line of the 50-feet-wide right of way of the Texarkana and Fort Smith Railway Company (now part of The Kansas City Southern Railway Company system); THENCE (3) with the said Railway right of way line North 48 degrees 47 minutes 00 seconds West 1,150.00 feet to the said Northwesterly boundary line of the said Block 5; and THENCE (4) with the said boundary line of the said Block 5 South 41 degrees 13 minutes 00 seconds West 120.00 feet to the point and place of beginning.

ATR000000735

PARCEL NO. 2. BEGINNING at the point of intersection of the said Northwesterly boundary line of Block 5, Range A, Port Arthur Land

Company Survey and the Northeasterly line of the 50-feet-wide right of way of the said Texarkana and Fort Smith Railway Company; extending THENCE (1) with the said Northeasterly line of the said Railway right of way South 48 degrees 47 minutes 00 seconds East 1,150.00 feet to a point at line of a parcel of land of the Atlantic Pipe Line Company; THENCE with land of the Atlantic Pipe Line Company the next 6 courses and distances numbered 2 to 7 inclusive--(2) North 41 degrees 13 minutes 00 seconds East 330.00 feet; (3) South 48 degrees 47 minutes 00 seconds East 485.00 feet; (4) North 41 degrees 13 minutes 00 seconds East 2,567.50 feet; (5) South 61 degrees 17 minutes 00 seconds East 533.80 feet; (6) South 41 degrees 13 minutes 00 seconds West 433.44 feet; (7) South 48 degrees 47 minutes 00 seconds East 2,951.41 feet to a point at the Northeasternmost corner of the parcel of land of the Atlantic Pipe Line Company which corner is at the distance of 140.00 feet measured North 17 degrees 05 minutes 00 seconds East of the Northwesterly line of State Highway No. 87; THENCE (8) North 17 degrees 05 minutes 00 seconds East 1,590.70 feet to a point at the Southeasterly corner of another parcel of land of the Atlantic Pipe Line Company; THENCE with the line of the last mentioned land of the Atlantic Pipe Line Company the next 10 courses and distances numbered 9 to 18 inclusive--(9) North 48 degrees 47 minutes 00 seconds West 2,189.00 feet; (10) South 41 degrees 13 minutes 00 seconds West 50.00 feet; (11) North 61 degrees 17 minutes 00 seconds West 1,145.32 feet; (12) South 41 degrees 13 minutes 00 seconds West 101.60 feet; (13) North 61 degrees 36 minutes 00 seconds West 239.44 feet; (14) North 28 degrees 24 minutes 00 seconds East 139.37 feet; (15) South 61 degrees 36 minutes 00 seconds East 67.98 feet; (16) North 17 degrees 33 minutes 00 seconds East 233.13 feet; (17) North 61 degrees 36 minutes 00 seconds West 36.80 feet; (18) North 17 degrees 33 minutes 00 seconds East 5,951.20 feet to the Neches River; THENCE upstream with the said Neches River the next 3 courses and distances numbered 19, 20 and 21 respectively--(19) North 79 degrees 13 minutes 00 seconds West 69.10 feet; (20) North 78 degrees 12 minutes 00 seconds West 525.00 feet; (21) North 76 degrees 57 minutes 00 seconds West 578.40 feet to a point at the Northwesternmost corner of land conveyed by Atlantic Pipe Line Company to The Atlantic Refining Company by Deed dated December 30, 1936,

ATR000000736

EXCEPTING therefrom that portion thereof containing 1.093 acres of land more or less conveyed to the State of Texas for the widening and improvement of State Highway No. 87 by Deed from Atlantic Richfield Company dated January 7, 1969, recorded in said Deed Records in Volume page .

BEING lands and premises remaining to the Atlantic Richfield Company (formerly The Atlantic Refining Company) out of and from lands and premises conveyed in the following several Deeds, to wit:

1. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated December 30, 1936, recorded in the said Deed Records in Volume 433, page 418;

2. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated May 28, 1937, recorded in the said Deed Records in Volume 437, page 413;

3. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 31, 1937, recorded in the said Deed Records in Volume 437, page 414;

4. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1937, recorded in the said Deed Records in Volume 457, page 236;

5. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated February 1, 1939, recorded in the said Deed Records in Volume 464, page 59;

6. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated July 2, 1941, recorded in the said Deed Records in Volume 497, page 586;

7. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated April 16, 1942, recorded in the said Deed Records in Volume 512, page 228;

8. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated January 12, 1943, recorded in the said Deed Records in Volume 524, page 483;

9. Deed from Atlantic Pipe Line Company to The Atlantic Refining Company dated November 1, 1950, recorded in the said Deed Records in Volume 817, page 296; and

ATR000000737

BPSLC_00000299

10. Deed from Port Arthur Country Club to The Atlantic Refining Company dated June 23, 1954, recorded in the said Deed Records in Volume 939, page 349.

The name of The Atlantic Refining Company, by lawful action of its Board of Directors on May 3, 1966, was changed to Atlantic Richfield Company.

TOGETHER WITH the right to extend to any bulkhead and pierhead lines that have been or may be hereafter established and together with all and every the riparian rights in the Neches River; and also

TOGETHER WITH and including without limitation all plant and office facilities, tankage, piping and other structures and improvements located on the said land and premises used in connection with the operation and maintenance of the oil refinery plant facilities located thereon; and also

TOGETHER WITH and including without limitation all right, title and interest of GRANTOR

(a) in and to any and all strips and gores of land, if any, adjoining the said lands and premises;

(b) in, to and under the roads, highways and railroad rights of way adjoining the said lands and premises; and

(c) in and to all hereditaments, privileges, easements, rights of way or use, servitudes, licenses and appurtenances belonging to or appertaining to said lands and premises and necessary or incidental to the activities conducted thereon; and also

TOGETHER WITH the right of reverter reserved unto GRANTOR in that certain Deed from The Atlantic Refining Company to the State of Texas dated December 21, 1951, recorded in the said Deed Records in Volume , page ; and also

TOGETHER WITH all of the oil, gas and sulphur and other minerals reserved unto GRANTOR in that certain Deed from Atlantic Richfield Company to the State of Texas, for a parcel of land consisting of 1.003 acres, dated January 7, 1969, recorded in said Deed Records in Volume , page .

ATR000000738

recorded in Jefferson County Deed Records in Volume 433, page 418; THENCE (22) with the Westernmost line of land so conveyed to The Atlantic Refining Company South 17 degrees 33 minutes 00 seconds West 5,246.06 feet to a point in line of land conveyed by Port Arthur Country Club to The Atlantic Refining Company by Deed dated June 23, 1954, recorded in said Deed Records in Volume 939, page 349; THENCE with the line of said land so conveyed by Port Arthur Country Club the next 12 courses and distances numbered 23 to 34 inclusive--(23) North 59 degrees 44 minutes 00 seconds West 239.40 feet to a concrete marker with brass disk marked A.R.Co. 1; (24) North 43 degrees 34 minutes 30 seconds West 321.80 feet to a concrete marker with brass disk marked A.R.Co. 2; (25) North 32 degrees 59 minutes 30 seconds West 312.70 feet to a concrete marker marked 3; (26) North 41 degrees 58 minutes 00 seconds West 120.20 feet to marker No. 4; (27) North 73 degrees 51 minutes 00 seconds West 288.40 feet to concrete marker No. 5; (28) South 84 degrees 04 minutes 00 seconds West 186.70 feet to concrete marker No. 6; (29) South 15 degrees 00 minutes 00 seconds West 184.00 feet to concrete marker No. 7; (30) South 04 degrees 51 minutes 00 seconds West 162.00 feet to concrete marker No. 8; (31) South 13 degrees 44 minutes 00 seconds West 216.00 feet to concrete marker No. 9; (32) South 38 degrees 03 minutes 00 seconds West 376.80 feet to concrete marker No. 10; (33) South 59 degrees 27 minutes 00 seconds West 304.10 feet to concrete marker No. 11; (34) South 78 degrees 21 minutes 00 seconds West 120.20 feet to a concrete monument set at the Northeasternmost corner of land (a portion of the former Port Arthur Country Club tract) conveyed by The Atlantic Refining Company to Petro Gas Producing Company by Deed dated July 13, 1959, recorded in said Deed Records in Volume , page ; THENCE (35) with the Easternmost line of land so conveyed to Petro Gas Producing Company South 41 degrees 11 minutes 30 seconds West 1,284.60 feet to an iron rod set in the center line of Grandview Avenue; THENCE (36) with the center line of Grandview Avenue South 48 degrees 48 minutes 30 seconds East 1,719.60 feet to an iron rod in the common boundary line between Blocks 5 and 6, Range A of the said Port Arthur Land Company Survey; and THENCE (37) with the common boundary line between the said Blocks 5 and 6 South 41 degrees 13 minutes 00 seconds West 1,335.40 feet to the place of beginning.

ATR000000739

agreements, to wit:

1. Easement from The Atlantic Refining Company to Jefferson County Drainage District No. 7 dated May 16, 1951, recorded in the said Deed Records in Volume , page ;

2. Easement (License Agreement) from The Atlantic Refining Company to Jefferson County Water Control and Improvement District No. 1 dated November 30, 1948, recorded in the said Deed Records in Volume 720, page 609;

3. Easement from The Atlantic Refining Company to United Gas Pipe Line Company dated November 18, 1941, recorded in the said Deed Records in Volume , page ;

4. Utility Easement from The Atlantic Refining Company to City of Port Arthur dated March 29, 1960, recorded in the said Deed Records in Volume , page ;

5. Easement from The Atlantic Refining Company to Houston Pipe Line Company dated November 3, 1960, recorded in the said Deed Records in Volume , page ;

6. Easement from The Atlantic Refining Company to Defense Plant Corporation dated September 30, 1943, recorded in the said Deed Records in Volume , page ; and

7. Easement from The Atlantic Refining Company to Gulf States Utilities Company dated January 20, 1960, recorded in the said Deed Records in Volume , page .

TO HAVE AND TO HOLD the said land and premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever, EXCEPTING, however, and UNDER AND SUBJECT, nevertheless, as aforesaid, and GRANTOR hereby binds itself, its successors and assigns to warrant and forever defend all and singular the premises EXCEPTING AND SUBJECT as aforesaid unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR but not otherwise.

EXECUTED this 21st day of August , 1969.

ATR000000740

ATLANTIC RICHFIELD COMPANY

By: RLR
Vice President

ATTEST

Assistant Secretary

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

BEFORE ME, the undersigned authority, on this day personally appeared M. G. Davis, known to me to be the person whose name is subscribed to the foregoing instrument as a Vice President of ATLANTIC RICHFIELD COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said ATLANTIC RICHFIELD COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of August, 1969.

Adelaide Hudson
Notary Public in and for
Philadelphia County, ~~Texas~~
Pennsylvania

My Commission Expires March 29, 1971

ATR000000741

PETRO GAS PRODUCING COMPANY

BALANCE SHEET
AS OF
FEBRUARY 28, 1963
AND
ACCOUNTANTS' OPINION
****

BEST POSSIBLE COPY

HASKINS & SELLS

ATR000000780

BPSLC_00000304

HASKINS & SELLS
CERTIFIED PUBLIC ACCOUNTANTS

HOUSTON CLUB BUILDING
HOUSTON 2

BALANCE SHEET

ASSETS

ACCOUNTANTS' OPINION

Petro Gas Producing Company:

We have examined the balance sheet of Petro Gas Producing Company as of February 28, 1963. Our examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying balance sheet presents fairly the financial position of the Company at February 28, 1963, in conformity with generally accepted accounting principles applied on a consistent basis.

Haskins & Sells

April 29, 1963

The accompanying N
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CING COMPANY

RUARY 28, 1963

LIABILITIES

CURRENT LIABILITIES:		
Note payable - Bank, 5-1/2% (deed of trust to gas processing plant and related properties given as collateral) (Note 3)		$ 955,000
Accounts payable - Trade		106,051
Federal income taxes (Note 2)		11,519
Accrued liabilities:		
Salaries and wages		1,654
Interest and property taxes		12,936
Total current liabilities		1,087,160
DEFERRED FEDERAL INCOME TAXES (Note 2)		116,562
STOCKHOLDERS' EQUITY (Note 1):		
Class A common stock - authorized, issued and outstanding, 40,000 shares of $1.00 par value each	$40,000	
Class B common stock - authorized, issued and outstanding, 100 shares of $1.00 par value each	100	
Retained earnings (Note 3)	21,328	
Total stockholders' equity		61,428
TOTAL		$1,265,150

to Balance Sheet are
his statement.

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PETRO G

BALANCE SH

A S S E T S

CURRENT ASSETS:	
Cash	$ 73
Note receivable from associated company - amount due within one year	13
Accounts receivable:	
Customers	11
Texas Petro Gas Company	46
General Gas Corporation (Note 2)	41
Inventories - at lower of cost or market	4
Total current assets	189
PROPERTY - At cost (gas processing plant and related properties pledged as collateral to bank loan) (Note 3)	$1,267,846
Less accumulated depreciation	257,786
Property - net	1,010,
NOTE RECEIVABLE FROM ASSOCIATED COMPANY - Amount due after one year	40,
DEFERRED CHARGES:	
Insurance premiums - unexpired portion	22,705
Other	1,899
Total deferred charges	24,
TOTAL	$1,265,

The accompanying
an integral pa

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PETRO GAS PRODUCING COMPANY

NOTES TO BALANCE SHEET

1. Effective November 30, 1962, the president of the Company acquired 100% of the outstanding capital stock of the Company. Prior to this date the Company was controlled through stock ownership by a parent corporation.

2. The Company has elected, for income tax purposes only, to apply accelerated rates of depreciation to certain property additions. Accordingly, the provision for income taxes in prior periods has been increased by $116,562, which amount is equivalent to the reduction of prior periods' taxes applicable to the additional depreciation. The deferred Federal income tax will be used as a reduction of the provision for Federal income taxes in future years, when the depreciation recorded on the books exceeds that claimed on the tax returns.

   Recognition has not been given in the accompanying balance sheet to the possible tax effect of the taxable loss of $17,638 for the two months ended February 28, 1963, nor has provision been made for deferred Federal income taxes resulting from accelerated depreciation which exceeded book depreciation by $8,865 during the period.

   The Company's taxable operations were included in the consolidated income tax return of its parent corporation for the seven months' period ended November 30, 1962. The amount of $41,586, equivalent to 52% of the loss for that period, has been reflected as a receivable from the parent corporation.

   As a result of loss operations for the four months ended April 30, 1962 and the month of December 1962 the Company anticipates recovery (by carryback provisions) of Federal income taxes paid for the year 1960, together with a reduction of taxes for the year 1961 (accrued in 1961 with payment deferred because of permission granted by the Internal Revenue Service to defer payment, due to an expected 1962 net operating loss). The net amount of the carryback recovery for 1960 and the remaining tax liability for 1961, $11,519, is reflected as a tax liability.

3. Under the terms of the loan agreement with a bank, the balance of retained earnings is fully restricted as to payment of cash dividends while the loan is outstanding. The agreement also includes restrictions on making loans or advances, investments, incurring additional indebtedness, redemption of capital stock, or becoming a party to a merger, as more fully described therein.

SHEA GALLOP CLIMENKO & GOULD
330 MADISON AVENUE
NEW YORK, NEW YORK 10017

WILLIAM A. SHEA
M. ROBERT GALLOP
JESSE CLIMENKO
MILTON S. GOULD
ALLAN KRAMER
BRUCE A. HECKER
JAMES J. A. GALLAGHER
BERNARD D. FISCHMAN
BERNARD J. RUGGIERI
MARTIN I. SHELTON
ALLAN J. PARKER
RALPH L. ELLIS
ROBERT J. RUBEN
GEORGE DE GENARO
IRVING JACOBSON
CLAYTON D. HOLLINGER
WILLIAM SCHURTMAN
SHELDON D. CAMHY
SAMUEL W. INGRAM, JR.
FREDRIC J. KLINK
JOHN J. MCDERMOTT
JUDAH GRIBETZ

AREA CODE 212
MO 1-3200
CABLE ADDRESS
HOLMANG

August 22, 1969

Atlantic Richfield Company
600 Fifth Avenue
New York, New York

Attention: D. K. McIntosh, Esq.

Re: Delivery of deeds and other instruments to BP Oil Corporation

Dear Sirs:

As counsel for BP Oil Corporation and on behalf of that corporation, the undersigned, as of the above date, hereby acknowledges receipt and accepts delivery of the deeds, assignments of lease, grants and assignments and the bill of sale described in the schedule annexed hereto.

Yours very truly,

SHEA GALLOP CLIMENKO & GOULD

By _____
A Partner

SWI:ag
Enclosure

ATR000000727

DEEDS AND OTHER DOCUMENTS EXECUTED AS OF MARCH 4, 1969 AND ACKNOWLEDGED AT THE LEGAL OFFICES OF ATLANTIC RICHFIELD COMPANY ON AUGUST 22, 1969.

R. M. COOPER, Vice President of Atlantic Richfield Company, executed each deed and document, and such documents were attested by W. M. DONAHUE, Assistant Secretary of the company. ALBERT V. NOLAN, Notary Public, State of New York, received the acknowledgment of MR. COOPER. All of the documents listed below are deeds and relate to bulk plant properties unless otherwise indicated.

1. Marcus Hook, Delaware County Pennsylvania (Refinery).

2. Bethel, Aston and Upper Chichester, Delaware County, Pennsylvania (storage area for Marcus Hook Refinery).

3. Upper Chichester, Delaware County Pennsylvania (supplementary property to #5, below).

4. General assignment and bill of sale of pipe lines with respect to Marcus Hook Refinery (plans attached).

ATR000000728

5. Grant and Easement agreement, Marcus Hook Refinery, 13 pages.

6. Schedule of Beneficial Easements, etc. (Marcus Hook Refinery, 10 pages).

7. Tremley Point, Linden Union County, New Jersey (Terminal).

8. Washington Avenue (Hackensack River) Little Ferry, Bergen County, New Jersey (A 617).

9. Brookside Avenue, Sussex City and County, New Jersey (A 2949).

10. "Chillum Castle", Washington, D. C. (Terminal A 2134).

11. Vestal Avenue and Pennsylvania Avenue Binghamton, New York (Terminal A 4710).

12. Long Beach Road and Tillrose Avenue, Oceanside, Nassau County, New York (A 2047).

13. Mt. Vernon, Pelham Manor and Bronx, Bronx and Westchester Counties, State of New York (Terminal A 961).

14. Bear and Rennselaer Streets, Syracuse, Onondaga County, State of New York (Terminal A 4668).

15. Delaware Avenue, Cohoes, Albany County, State of New York (A 1431).

ATR000000729

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16. East Shore Road, North Hempstead,
Nassau County, New York (Terminal A 1826).

17. Greenpoint Avenue, Long Island City,
Queens County, New York (Terminal A 3353).

18. Strickland Avenue (Mill Basin), Brooklyn,
Kings County, New York (A 820).

19. Elm Street, Liberty,
Sullivan County, New York (A 1842).

20. Perry and Twelfth Streets, Watkins Glen,
Schuyler County, New York (A 1107).

21. South Avenue, Bath,
Steuben County, New York (A 1059).

22. River Road, Riverhead,
Suffolk County, State of New York (A 963).

23. Commercial Avenue, Hempstead,
Nassau County, New York (A 564).

24. River Road, Tonawanda,
Erie County, New York (Terminal A 4669).

ATR000000730

25. Bennett Street, Nashua,
Hillsborough County, New Hampshire (A 4658).

BPSLC_00000317

83. Depot Street, Asheville,
County of Boncombe, North Carolina (A 4758).

84. Atreco Refinery, Jefferson County,
Texas (executed by M. G. Davis, Vice President,
Atlantic Richfield Company, witnessed by Helen
Wozno, Assistant Secretary and acknowledged be-
fore Adelaide Hudson, Notary Public for the
State of Pennsylvania on August 21, 1969).

ATR000000731

BPSLC_00000318

Mr. E. A. Collier

Petro Gas Producing Company
File: LD 101-3-1

H. N. Williams
Legal Department
February 19, 1963

Mr. Bent and Mr. Milner have been negotiating an agreement for the acquisition of an 80% stock interest in Petro Gas Producing Company. We have been informed that they expect to meet with the owner, Forrest S. Warren, in Houston on February 28 with the hope of consummating the agreement at that time.

Petro owns two pieces of real estate adjacent to our Atreco Refinery and in connection with that real estate we have included as a representation by Forrest S. Warren the following provision:

> "(e) Producing Company owns the real estate described in Attachment B in fee simple and the title thereto is good and marketable and insurable as such at regular rates by such title company as may be selected by Atlantic and is free and clear of all mortgages, pledges, liens, charges, restrictions, encumbrances, covenants, tax claims and security interests except as specifically set forth in Attachment B and except current real estate taxes not yet due."

Mr. Warren has furnished the enclosed paper identified as Attachment B which contains a description of the property. You will recall that Mr. Warren acquired the plant site from Atlantic a few years ago. In addition to the plant site, Petro owns a tract on which the plant superintendent's home is located, and we believe this tract was acquired from some third party.

Will you please check this information and advise us whether the contract provision and the attachment are adequate.

Mr. Warren has also informed us that he has an outstanding note payable to Houston Bank and Trust Company in the amount of $955,000.00 and that a mortgage was executed in connection with the note. We have provided in the agreement that this note must be paid off before the Closing and that the mortgage shall have been marked satisfied of record.

ATR000000903

We welcome any comments or suggestions that you may have concerning the real estate and whether you recommend that Atlantic obtain title.

Mr. Milner has requested that this proposed acquisition be kept confidential.

HNW:evm
Enc.

H. N. WILLIAMS

cc: Mr. Roy W. Johns

ATR000000904

BPSLC_00000331

Mr. B. E. Milner
Room 1405
File: LD 101-3-1
Acquisition of Petro
Gas Producing Company

H. Newell Williams
Legal Department
May 13, 1963

H. N. WILLIAMS

Enclosed for your information is a copy of letter from Perry B. Carroll, Esq., of our Dallas Legal Department, dated May 10, 1963, accompanied by a copy of his supplemental opinion on title to the 15-acre tract owned by Petro Gas Producing Company.

HNW:evm
Enclosure

ATR000000839

Mr. Randal W. Reed
Room 1817
File: LD 101-3-1
Acquisition of Petro
Gas Producing Company

H. Newell Williams
Legal Department
May 10, 1963

H. N. Williams

Enclosed for safekeeping in your files is an Amendment to the Plan and Agreement of Reorganization and Stock Exchange dated April 19, 1963, between Forrest S. Warren and this Company. This Amendment has been signed by Mr. Warren and accepted by Mr. Bent on behalf of this Company as of May 8, 1963, and provides for further adjustment of the "Exchange Value" as referred to in Section 1(a) of the Plan.

Will you kindly acknowledge receipt of the above by signing the attached copy of this letter.

In duplicate
HNW:evm
Enclosure

cc: Messrs. R. D. Bent (w/o)
P. E. Cundey (w/o)
B. E. Milner (w/o)

I hereby acknowledge receipt of the above.

Signed_____ Date_____

ATR000000841

ROJECT: Pt. Arthur HFP

BOEING CONTRACT NO: 74-282 TOPSU 74-304 GDLR NO: 1491

OCATION: STA 119+00-214+58 SECOND STAGE

COST CODE:

DATE:

Copy of the [illegible] Mercer [illegible] 6 Aug 75

SAMPLE NO.	DISK NO.	NITRATE NITROGEN LBS/ACRE	PHOSPHORUS LBS/ACRE	POTASSIUM LBS/ACRE	CALCIUM PPM	AMMONIA NITROGEN LEVEL	MAGNESIUM LEVEL	MANGANESE LEVEL	ACTIVE ALUMINUM LEVEL	SULFATES PPM	CHLORIDES PPM	NITRITE NITROGEN PPM	FERRIC IRON LEVEL	PH VALUE	HUMUS MATERIAL LEVEL	SOIL SALINITY MILLIMHOS/CM	SOIL SALINITY LEVEL	GYPSUM MILLIMHOS/CM	GYPSUM TONS/ACRE FT	O.K.	[illegible]
[illegible]	[illegible]	100	200	160												8.0	H				[illegible]
[illegible]	[illegible]	10	200	[illegible]												3.2	L			✓	[illegible]
[illegible]	[illegible]	20	[illegible]	220												7.0	M				[illegible]
2665	90	20	200	120												2.5	L			✓	[illegible]
[illegible]	[illegible]	10	200	180												5.5	M			✓	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	220												[illegible]	VH			?	[illegible]
[illegible]	[illegible]	20	[illegible]	[illegible]												1.3	VL			✓	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]												[illegible]	L			✓	
[illegible]	[illegible]	[illegible]	[illegible]	180												[illegible]	VH			?	
[illegible]	[illegible]	20	200	220												70.0	VH			?	[illegible]
[illegible]	[illegible]	20	200	—												9.0	M			✓	[illegible]
[illegible]	[illegible]	20	200	<100												7.0	M			✓	[illegible]
[illegible]	[illegible]	10	200	260												10.0	H			✓	[illegible]
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[illegible]	[illegible]	10	200	240												30	VH			?	[illegible]
[illegible]	75	20	200	200												70	VH			?	[illegible]
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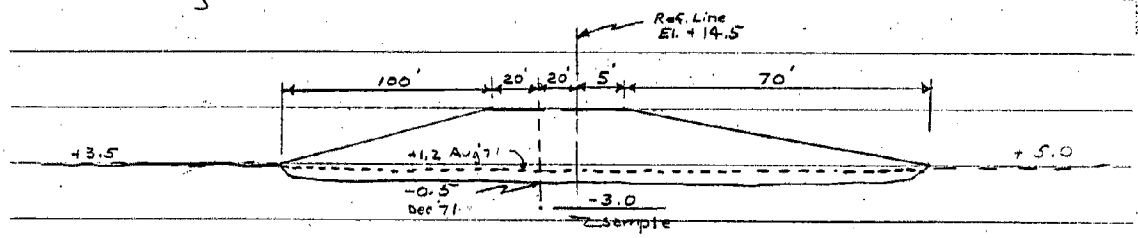
[illegible]	[illegible]	20	200	300												2.4	L			✓	[illegible]
[illegible]	57	20	200	280												4.0	M			✓	[illegible]
[illegible]	[illegible]	20	200	[illegible]												14.0	VH			?	[illegible]
[illegible]	[illegible]	10	200	300												6.5	M			✓	[illegible]
[illegible]	[illegible]	10	75	<100												4.4	M			✓	[illegible]
[illegible]																				Not suitable for Topsoil - [illegible]	

F*051373

EY:- VL-Very Low, L-Low, M-Medium, H-High, VH-Very High.

Test GST-1312 (17'-18')

Boring located 20' Lt. of Ref. Line sta. 173+00



soft clays

-6.5

Silty Sand

Sample @ elev. -3.0

From consolidation test Pre-consolidation Pressure, P_p = 1400 psf

Aug '71 overburden Pressure, P_{o_1} = 222 psf

Nov '71 Total Pressure, P_{o_2} = 1514 psf

t_{50e} under 1 Ton load = 12 minutes

With H = 2.5' in field $t_{50f} = \frac{(12)[(2.5)(12)]^2}{(445)^2}$ = 1.26 mths

t_{70f} = 3.23 t_{75f} = 3.85 T_{80f} = 4.59

Consider retardance effect of embankment.

$H_s = \frac{2.5}{3.0} = .83$ $R = \frac{H_s}{H_D} = \frac{.83}{1.0} = .08$ [Gray 1945 ASCE vol. 110, 1945]

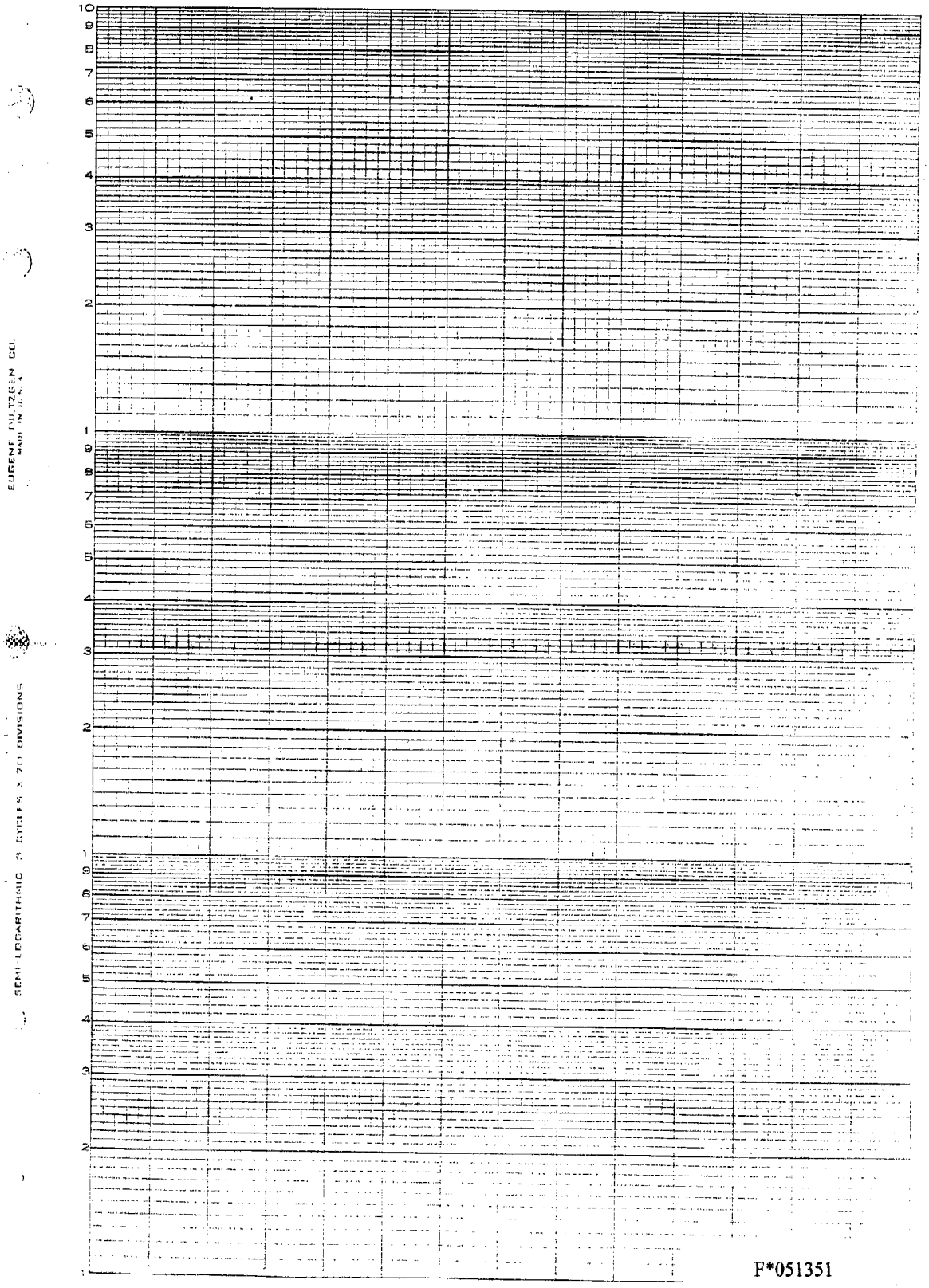
$t_{50f} = 7.5\left(\frac{1.0}{156}\right)$ = 50 mths

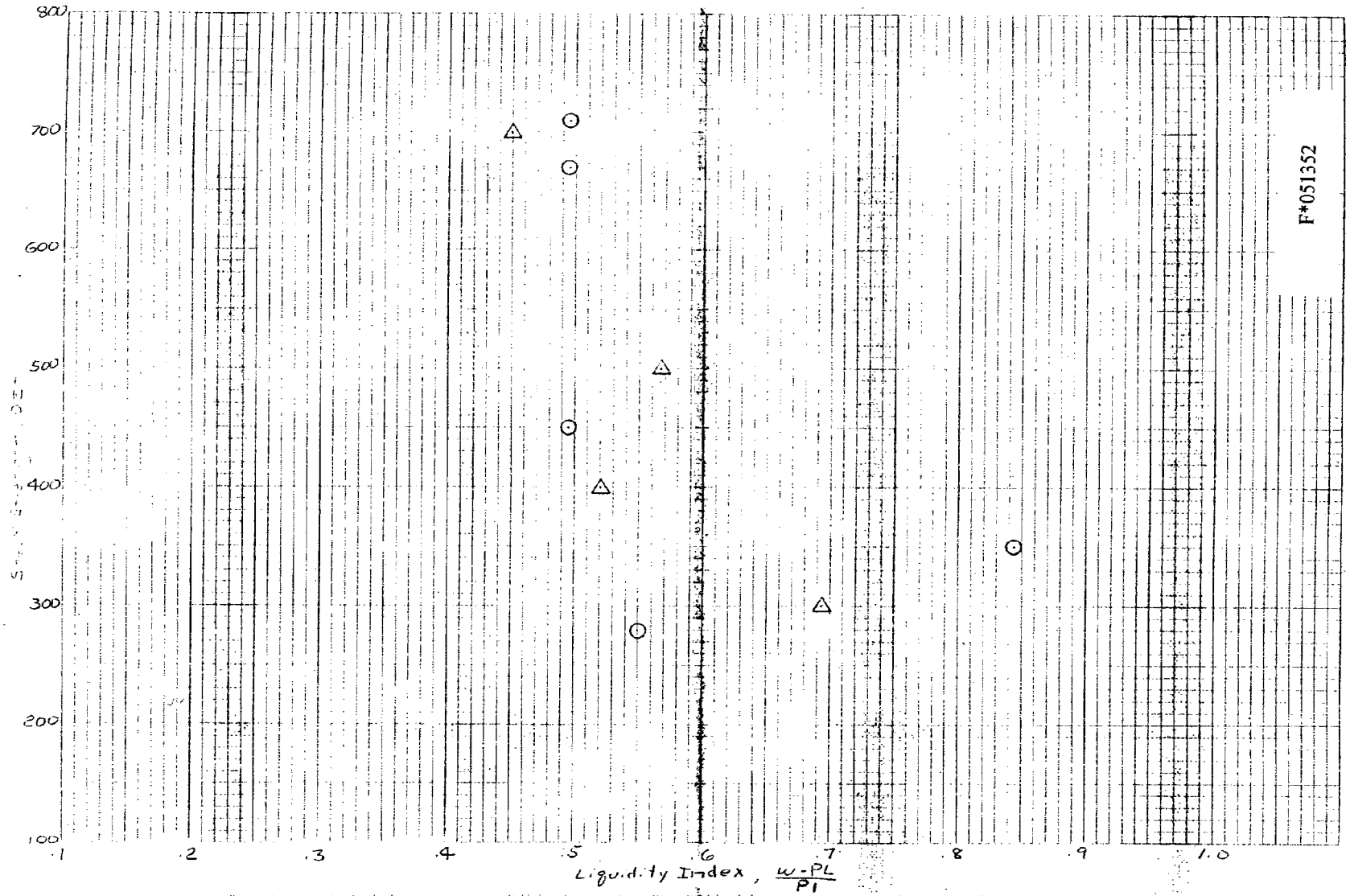
t_{7f} = 50mth (.08) = 4 mths (approx. construction period)

C_f should be 1.91 e for test sample = 1.983 @ t_7

Δe = (.073)/.93 = .0785 e, @ t_o = 1.99 w_1 = 74%

F*051350


EUGENE DIETZGEN CO.
SEMI-LOGARITHMIC 3 CYCLES X 70 DIVISIONS
F*051351



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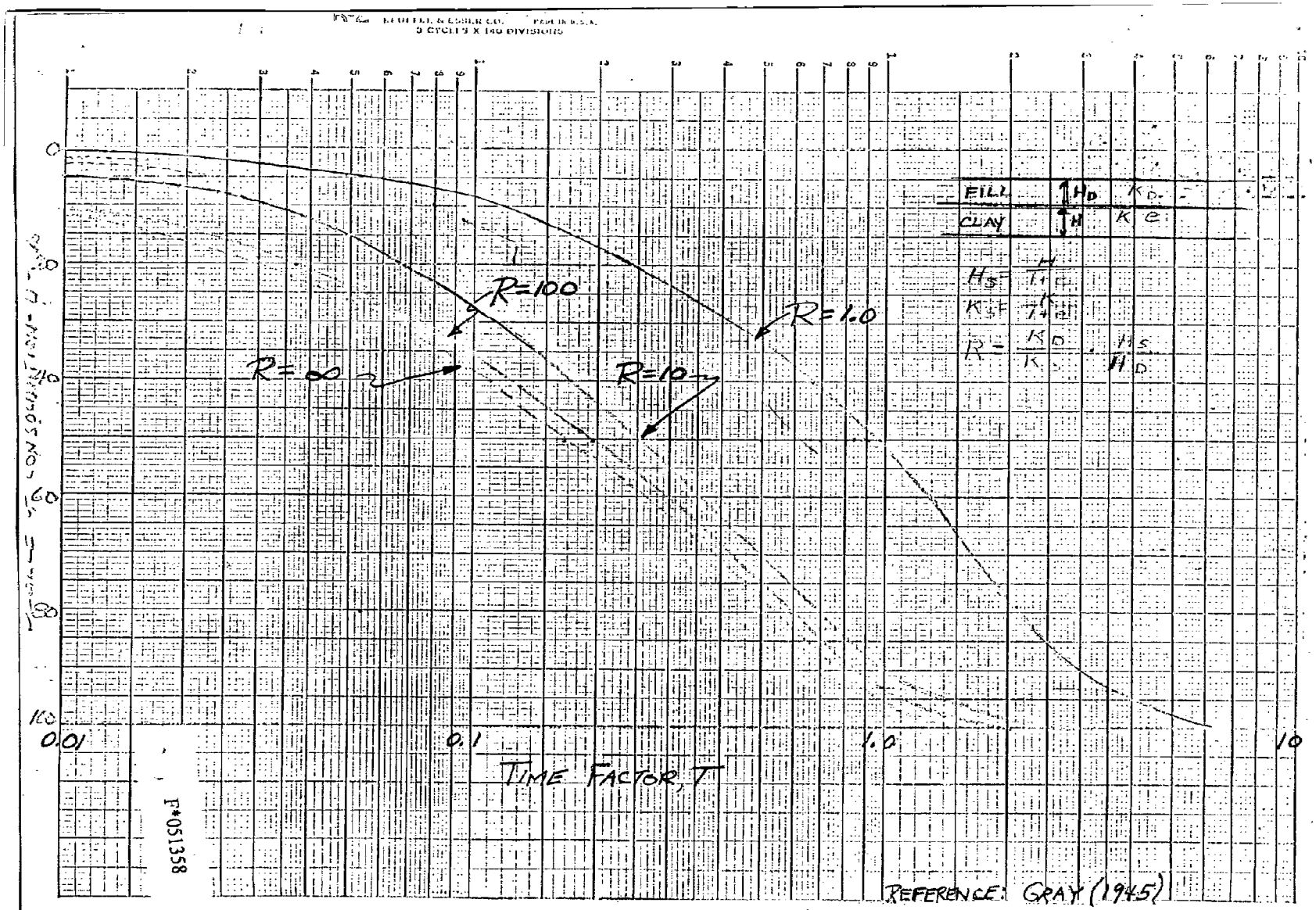

REFERENCE: GRAY (1945)
TRANS. ASCE Vol. 110, 1945

F*051358

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PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION

DESIGN MEMORANDUM NO. 1B

HYDROLOGY
(INTERIOR DRAINAGE)

APRIL 1965

TURNER & COLLIE CONSULTING ENGINEERS, INC.
HOUSTON, TEXAS

U. S. ARMY ENGINEER DISTRICT, GALVESTON
CORPS OF ENGINEERS
GALVESTON, TEXAS

F*051489

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PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION

DESIGN MEMORANDUM NO. 1B

HYDROLOGY
(INTERIOR DRAINAGE)

APPENDIX A
ANALYSIS OF WASTE STREAMS

APPENDIX A

F*051490

PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION

DESIGN MEMORANDUM NO 18

HYDROLOGY
(INTERIOR DRAINAGE)

APPENDIX A
ANALYSIS OF WASTE STREAMS

A-01. General.- Because of the large number of industries behind the protection works which discharge cooling water, process water and industrial waste to the interior drainage systems, the problem of corrosion in the pump stations and gravity outlet structures must be considered. In order that consideration may be given to the problem in the preliminary design stages for the General Design Memorandum, samples of the varous waste streams were taken and analyzed, and the results are included as Table 1 of this appendix. Locations of the sample points with respect to the overall project area are shown in Exhibit 1.

A-02. Description of sample points.- Sample point numbers 1, 2, and 3 are in the Star Lake area, and show the effect of combining the Jefferson Chemical wastes with the Sanford Chemical wastes and the discharge from the Neches-Butane outfall channel. For the proposed levee alignment, sample point 3 will be outside the levee

A-03. Samples 4 and 5 were taken in Crane Bayou and the Sabine-Neches waterway. The Sabine-Neches waterway sample was taken because Crane Bayou discharges to the waterway and the characteristics of the Crane Bayou sample may be influenced by the characteristics of the water in the waterway for present conditions. Under project conditions, the effect of the Sabine-Neches waterway characteristics on Crane Bayou water will be eliminated. The comparative samples will assist in evaluating the extent of the change on Crane Bayou water characteristics

A-04 The other waste samples are labelled for the particular waste streams to which they apply. Again, comparative samples were taken at two locations in Taylors Bayou (samples 7 and 12) to assist in evaluating the change in waste stream characteristics under project conditions.

A-05. It is emphasized that the test results shown are for single samples taken on a particular day, and the results do not indicate the normal variations in waste strengths which may be encountered. All of the industries are required to have permits from the Texas Water Pollution Control Board for discharging wastes. The permit applications contain statements of average waste characteristics These statements, together with the data presented in Table 1, should permit a satisfactory evaluation of the corrosion characteristics of the waste streams insofar as their effect on the design of the pump stations and gravity outlets is concerned.

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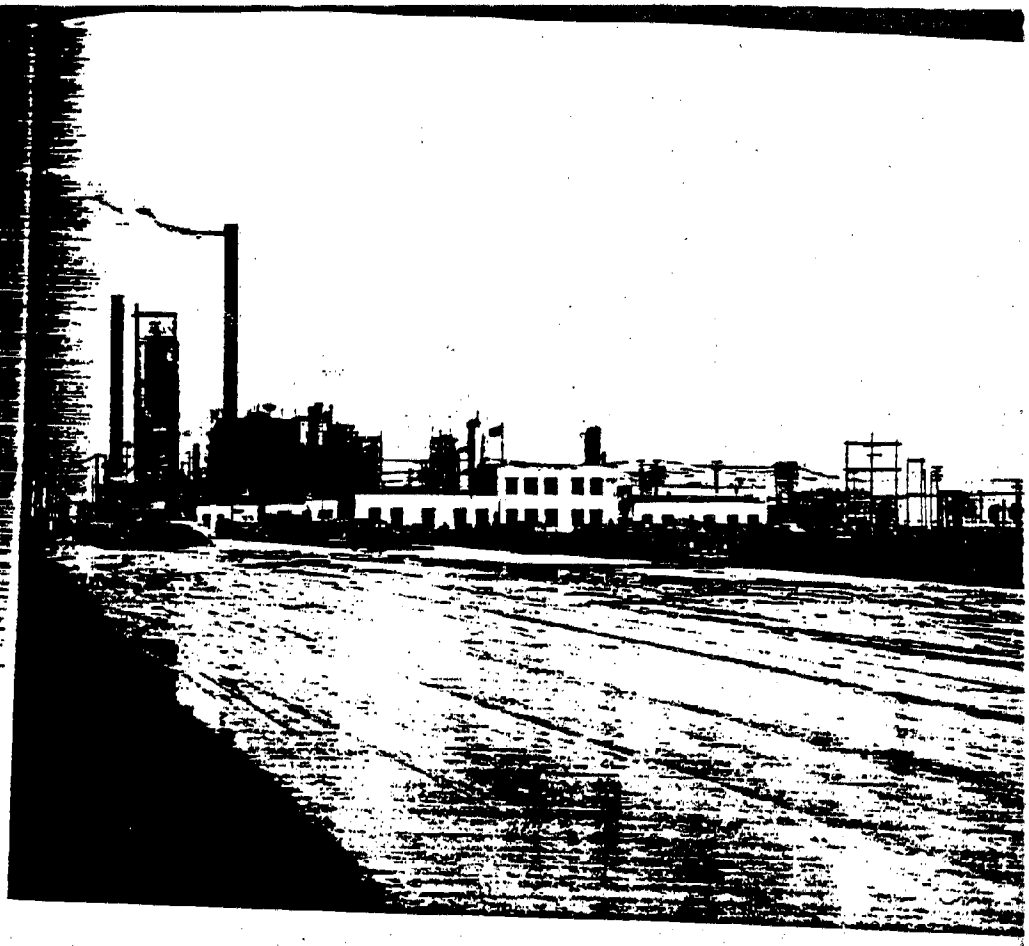

This Is Atreco

An Introductory Look at Our Plant Near Port Arthur, Texas and Some of the People Who Work There

RISING up from the flatlands that border the Texas Gulf Coast is Atlantic's newest addition to the Manufacturing Department, Atreco.

Located on Lake Sabine, nine miles from Port Arthur, Texas, this addition to our Manufacturing Department is all Atlantic from its name and the ground up.

For when the Company decided to build on this site in the early 1930's, there was nothing but swampland and plenty of good Gulf Coast gumbo mud.

A name for the refinery was coined from the first two letters in the three principal words of the Company's name—ATlantic REfining COmpany.

There is still a disagreement on the pronunciation of this hybrid word. In our travels throughout the Company territory we have heard both the pedantic Latin pronunciation — ATreco — and the more natural and justifiable A-tree-co.

It really doesn't matter a lot what you call it, for in spite of names the plant and the men and women who run it do a splendid job in supplementing the making of products, the main job of which is done at the Philadelphia Refinery at Point Breeze.

In the spring of 1936, when construction was started on this new refinery, it was natural for the present location

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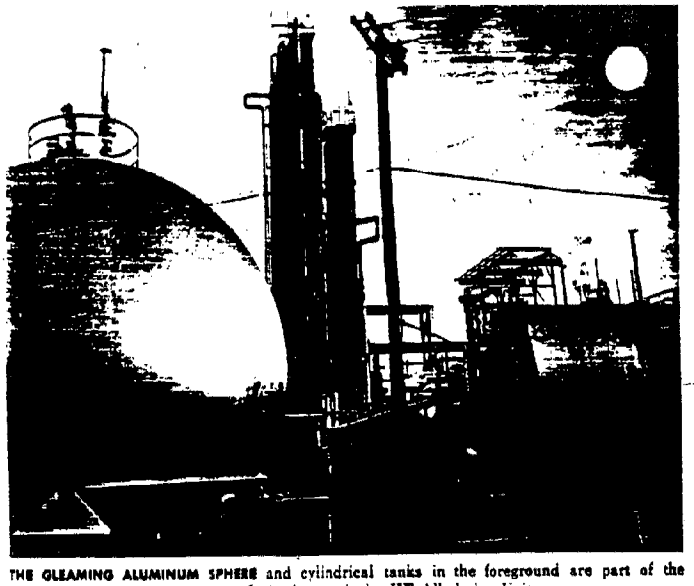
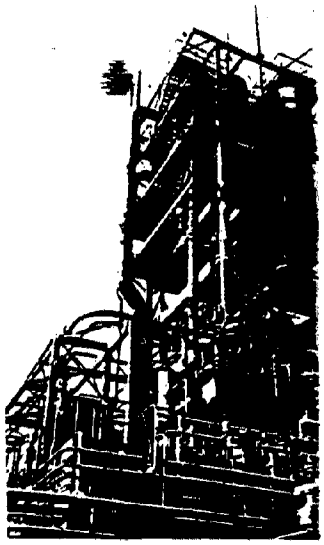


THE GLEAMING ALUMINUM SPHERE and cylindrical tanks in the foreground are part of the pressure storage area at Atreco. In background, the HF Alkylation Unit.

PROPYLENE POLYMERIZATION reactors an condensers that once helped make aviatio gasoline but now make polymer for mov gasoline.



to be chosen. For right beside it was the Atreco Terminal of the Atlantic Pipe Line Company.

Here would be an easy source of crude supply and here would be docking facilities for the tankers to pick up the finished products.

As we mentioned earlier in our story, Atreco is not directly on the Gulf of Mexico. Situated on Lake Sabine, whose waters are not deep enough to take ocean-going tankers, even though the lake empties into the Gulf, it has been given deep water facilities by the Intracoastal Waterways, a ship canal that connects it with deep water.

Here, on the Neches River, nestled in the shadow of the Port Neches bridge, are the docking facilities of the APL and it was a simple matter to tie into the lines for both crude and product distribution.

The story of construction at Atreco is one that would make a tale in itself. The almost insurmountable difficulties that were encountered, the endless heat and equally endless rainy season with its attendant mud and discomfort, will live forever in the minds of the men who toiled to give this new refinery life.

But finally, a year later, in April of 1937, the first operation started and Atreco has gone on continuously ever since. Additions have been added and changes made in original equipment but the reason for and the spirit behind Atreco remains the same.

First units installed at Atreco were a combination crude distillation and thermal cracking unit with a thermal polymerization unit tied in directly with it.

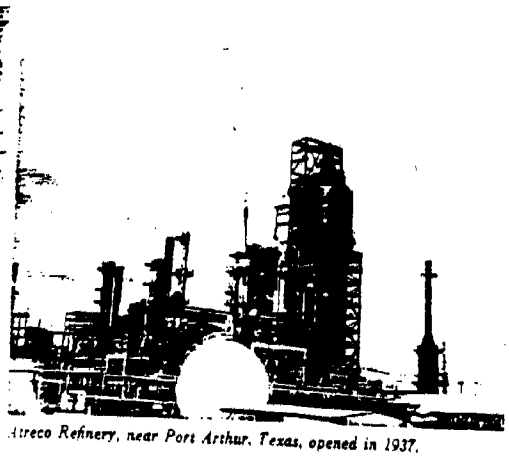
Then there were two naphtha sweetening units with sodium plumbite regeneration facilities; a boiler house with three 185-pound boilers and auxiliary equipment including water treating; a laboratory and office, machine shop and storerooms; tanks, pumps and pipe lines for transfers of stock and bulk deliveries of manufactured products to Atlantic fleet of large tankers.

In addition, a water canal was constructed by the Tex Public Service Company to supply us with water for stea generation and for cooling towers.

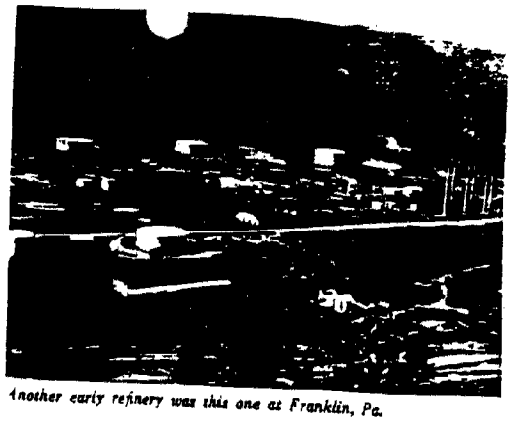
L. W. EVANS, PERSONNEL ASSISTANT, and T. H. Jones, clerk, che some of the employment data during the hiring of shutdown he

ATR000000219

BPSLC_00000389



Atreco Refinery, near Port Arthur, Texas, opened in 1937.



Another early refinery was this one at Franklin, Pa.

ducing cars, but when Henry Ford came along with the Model T and mass production, a new era started for the industry, and for Atlantic.

It was in 1915, some two years after William M. Burton received a patent for the first basic cracking process in refineries, that Atlantic built the first drive-in service station in the East at Pittsburgh.

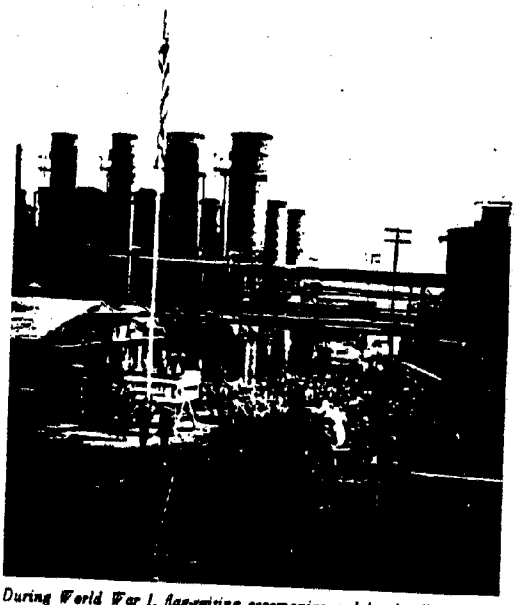
First Tanker Is Acquired

World War I was under way in Europe and Atlantic, which in 1916 had acquired the *H. C. Folger* as its first tanker, pioneered in the manufacture of aviation fuel. Soon, every Allied combat plane was being powered by gasoline made by Atlantic.

The year after the war ended—1919—was an eventful one for the industry, and, again, for Atlantic. The first state tax on gasoline went into effect in Oregon. The American Petroleum Institute was granted a certificate of incorporation. And Atlantic, with acute crude oil needs, acquired an oil field in Central Texas and thus entered the producing end of the business.

Two years later, Atlantic constructed a new refinery at Brunswick, Ga., and that was the year that the anti-knock properties of tetraethyl lead were discovered.

Atlantic had opened its first office in Europe in 1919, in Paris, and by 1924 it was represented in various areas of



During World War I, flag-raising ceremonies and bond rallies at the Philadelphia Refinery were common.

ountry was one of our earliest plants.

ATR000000220

western Europe, in Africa and [illegible] in South America.

In 1927, Atlantic laid its first crude oil pipe line in Texas and New Mexico became a major producing state with the spudding in of the now-famous Hobbs Field.

The 1930's were important years for the industry; and Atlantic, just as in years past, kept pace and ahead. It was in 1930 that "Dad" Joiner's Daisy Bradford No. 3 came in, opening the fabulous East Texas Field.

First Product Pipe Lines Laid

In 1931, important product pipe lines were laid by an Atlantic subsidiary, Keystone Pipe Line Company, from Philadelphia to Pittsburgh and later extended the lines through New York to Buffalo and Rochester.

Then, in 1937, as the first patent for butyl rubber was filed, and as the first commercial catalytic cracking plant went on stream at Marcus Hook, Pa., Atlantic built a new refinery at Port Arthur, Texas, to absorb the work of the refineries at Franklin, Pittsburgh and Brunswick.

Two more states entered the producing column in 1939 as Mississippi's first oil well was completed and Nebraska drilled its first well.

Came the 1940's and in '44 two huge catalytic cracking units were built, one each at Point Breeze and at the Atreco Refinery at Port Arthur.

By 1945, the industry took a forward step when the first offshore lease sale was held by the state of Louisiana. This preceded by only a year the formation of the CATC group, of which Atlantic is a partner and which was formed to explore for oil in the Gulf of Mexico off Louisiana and Texas.

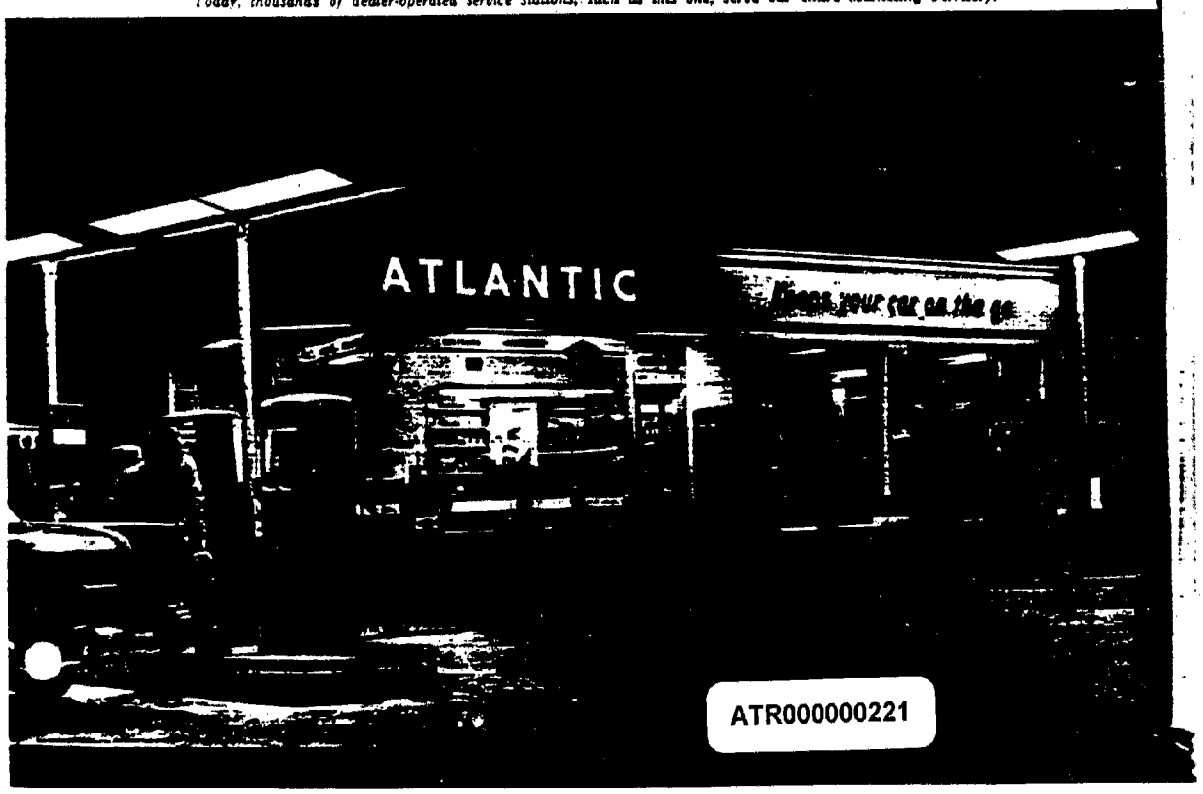
The post-war days of the late 40's and early 50's saw tremendous strides [illegible] by the industry and by Atlantic. In this period Atlantic sold its Eastern Hemisphere marketing properties; but it pushed successfully toward becoming self-sufficient in its producing activities, and it extended its Venezuelan ventures.

It was in 1956, too, that the Company acquired the oil and gas properties of Houston Oil Company in one of the largest and most complicated deals of its kind in the history of the oil industry.

What the next 10 or 100 years will bring, no one can tell, but the oil industry's first century and Atlantic's first 39 years—born in freedom and working for progress—have been chock-full of glamor and romance, growing pains and disaster, troubles and achievement . . . but always they have worked toward a better living for all mankind.

This Atlantic service station was the first of the modern, drive-in type. It was opened on Baum Boulevard in Pittsburgh in 1915.

Today, thousands of dealer-operated service stations, such as this one, serve our entire Marketing Territory.



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The first step in the complex of transportation is moving the crude [illegible] the ground. This is a never-ending, round-the-clock job which must be done with maximum speed, efficiency and economy. And the oil must not only be taken out of the ground, but moved to refineries as well.

When Atlantic was forced—as it was for a time—to run its crude through competitors' pipelines, the additional cost placed the Company in a disadvantageous competitive position. But close on the heels of Atlantic's start in oil production, the construction of pipelines was begun.

In 1927 the Company operated 194 miles of crude oil pipelines. Then, steadily, additional pipelines were built.

The Atlantic Pipe Line Company, a wholly owned subsidiary, has divisions in the Southwest and the East. Its Southwestern Division, a common carrier, provides low-cost transportation from the producing wells of Texas, New Mexico and Louisiana to Atlantic's Atreco Refinery and to the Company's marine terminals at Port Arthur and Harbor Island, near Corpus Christi, on the Texas Gulf Coast.

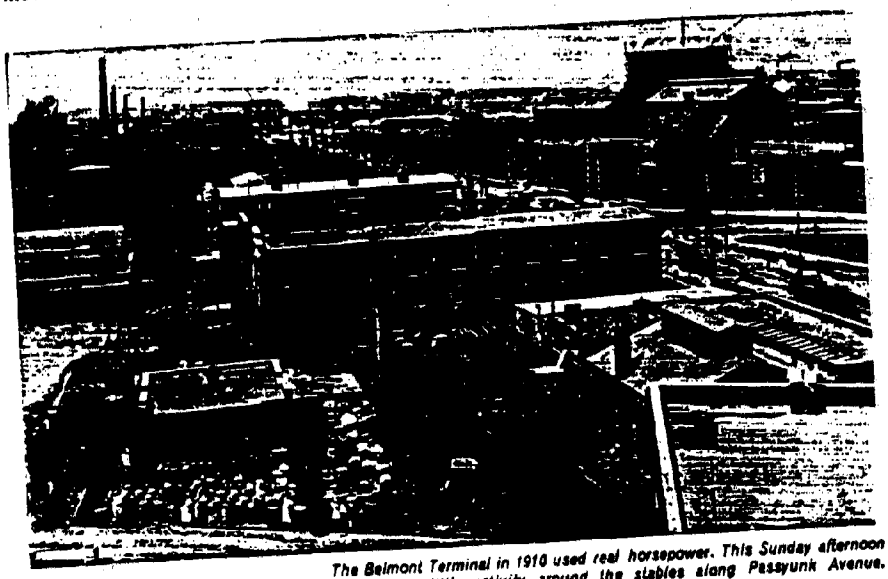
The Southwest system represents an investment of more than $40 million, and comprises 730 miles of gathering line and 1580 miles of main trunk line. Headquarters is located in the Atlantic Building in Dallas.

At headquarters dispatchers direct the movement of all shipments. Here, in effect, is the brain center, which determines the movement from oil field leases to temporary storage at small tank farms [illegible] far from the field. Later it flows to one of the huge tank farms maintained by Atlantic, such as at Midland and Crane in Texas. Crane will subsequently move the oil to the Harbor Island Terminal to be loaded aboard tankers, while the crude accumulated at Midland flows to Port Arthur.

In 1931 the Company completed the first link in an eastern products pipeline destined to serve its most concentrated markets. The first 60 miles was completed to Reading, Pa., where it branched out with lines going 54 miles to Mechanicsburg (serving the capital, Harrisburg), 84 miles to Kingston (serving Wilkes-Barre) and 30 miles to Allentown.

The construction of this original eight-inch line to Reading introduced several techniques not used before. One was Van Dyke's patented "pipeline end protector", a pressed metal cap, spot-welded over the ends of the pipe at the mill. This simple device protected the ends of the pipe and kept the inside clean. (Today it is much too expensive and pipelines are cleaned out before use with a "go-devil").

But, perhaps, the most significant innovation introduced in constructing the line to Reading was the use of electric welding.



The Belmont Terminal in 1910 used real horsepower. This Sunday afternoon shot shows little activity around the stables along Passyunk Avenue.

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REIEC
REMEDIATION
TECHNOLOGIES INC

1301 W. 25th Street
Suite 406
Austin, Texas 78705
(512) 477-8661
FAX NO. (512) 480-0113

26 May 1989

Mr. R. Walter Simmons
Atlantic Richfield Company
515 South Flower Street
Los Angeles, CA 90071

Dear Mr. Simmons:

In response to your request, we have reviewed available files regarding waste management activities at the refinery currently operated by American Petrofina (Fina) in Port Arthur, Texas.

The purpose of the review is to identify past and current waste management units, contamination incidents and RCRA corrective actions which had occurred at the refinery. The results of this review are summarized in the attached report.

Both Texas Water Commission (TWC) and Environmental Protection Agency (EPA) files were reviewed. The TWC regulates the disposal of industrial wastes, including waste water and hazardous waste. The EPA issues NPDES waste water permits and maintains CERCLA files. Since NPDES permits are actually written by TWC personnel, the EPA NPDES files were not reviewed because the were expected to be redundant and less complete than TWC waste water files. Files were available at the Texas Water Commission regarding the wastewater permit (No. 491) and industrial waste registration (No. 30002). The earliest record concerning this site dates to September, 1961, about the same time the State Water Pollution Control Board was created. This Board has evolved over the years to become the current Texas Water Commission.

Aerial photographs of the refinery were also investigated. The Texas Natural Resource Information Service index of photos was surveyed for photos which would indicate the existence and location of waste management units. Most aerial photos of the refinery did not show enough detail to be of interest; however, two are enclosed. The black and white photo, dated 1938, is an original; it is on loan and must eventually be returned. The infra red photo, shot in 1975, is a part of the report.

The CERCLA file for the subject refinery was reviewed at the EPA Region VI office in Dallas. Only ARCO and Fina filed notices in response to CERCLA Section 103(c). At least three Potential Hazardous Waste Site Identification and Preliminary Assessment forms have been completed for the site since 1980. It appears that EPA has removed their work products from the file.

Additional information regarding past waste management practices at this site is summarized in the attached report.

If, after you have reviewed the report, you have any questions or comments, please do not hesitate to call me.

Best regards,

Caroline Reynolds

Caroline C. Reynolds
Senior Project Engineer

CCR/eg

attachment

SUMMARY OF PAST WASTE MANAGEMENT

AT THE

AMERICAN PETROFINA REFINERY

PORT ARTHUR, TEXAS

CONFIDEN

RETEC

REMEDIATION
TECHNOLOGIES INC

SUMMARY OF PAST WASTE MANAGEMENT

AT THE

AMERICAN PETROFINA REFINERY

PORT ARTHUR, TEXAS

CONFIDENTIAL

Prepared for

Atlantic Richfield Company
Los Angeles, California

Prepared by

Remediation Technologies, Inc.
Austin, Texas

May, 1989

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Appendix A: Correspondence Regarding API Area Investigation

Appendix B: Notice of Registration

Appendix C: Maps and Map Summary

Appendix D: Aerial Photos

Appendix E: CERCLA File - Chronological

List of Figures

Figure 1-1: Boring Location Plan

Figure 1-2: Cross-section of API Area Showing Naphthalene and Lead Concentration Profiles

Figure 3-1: Plant Map

Figure 6-1: Separator Pit Location

1.0 BACKGROUND

The subject facility is a refinery in Port Arthur, currently owned and operated by American Petrofina (Fina). The refinery was originally constructed by Atlantic Refining, which later became Atlantic Richfield and then ARCO. ARCO sold the refinery to BP Oil in 1970 and BP Oil sold the refinery to Fina in mid-1973.

In February, 1989, Fina notified the Texas Water Commission (TWC) of the presence of contaminated soil below clean soil under the API separator and sludge basin which was being closed. Copies of letters notifying ARCO, BP America and TWC are included in Appendix A. The contaminants of concern (COC) are naphthalene and lead.

The data provided to the TWC has been used to construct soil cross-sections to estimate the location, depth and extent of the contaminated soils. Figure 1-1 indicates the locations where borings have been made, and the location of the cross-section constructed in Figure 1-2. Figure 1-2 summarizes the significant COC concentrations at one-foot intervals in the soil borings used for the cross-section. Cross-hatching has been placed over areas of significantly increased COC concentrations. This indicates that there is a layer of contaminated soil approximately two feet thick at a depth of four to six feet below the surface. It appears to extend to the east and northeast away from the API separator and sludge basin.

According to the geology report for the landfarm Part B, the groundwater flows to the northeast. No hydrological information was available for the wastewater treatment area.

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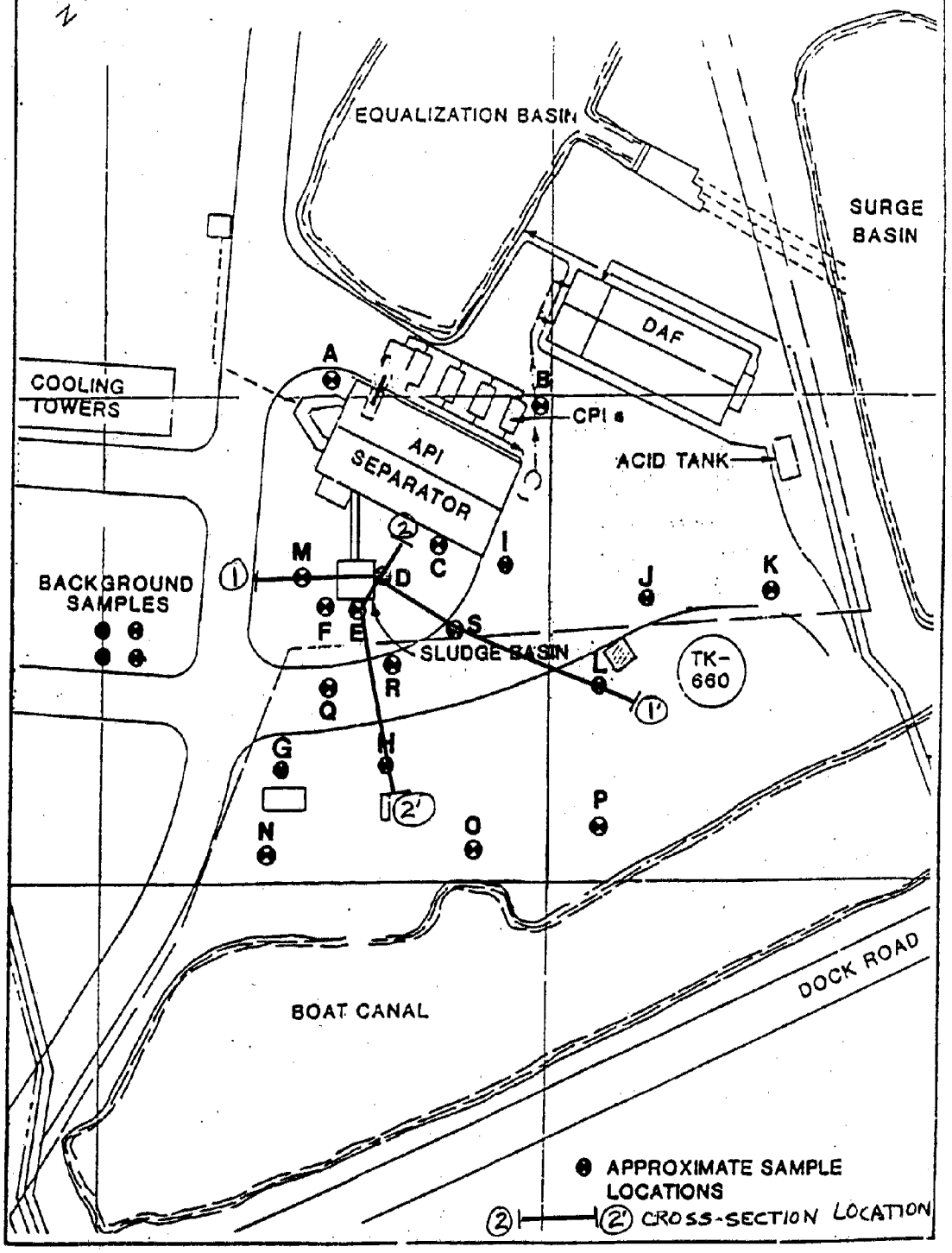
FIGURE 1-1

BORING LOCATION PLAN



REIEC

NAPHTHALENE AND LEAD
CONCENTRATION PROFILE

(1)	M		D		S		L		(1')
	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph (ppm)	
0'									
1'	943		783				40		
2'	1408	18.8	29		11		136		
3'	33	1.3	123		19		68		
4'	21	3.9	30		11		24		
5'	18		10945	552	9194	2414	33474	663	
6'	47		21473	1869	45	135	20		
7'			43				20		
8'			25				11		
9'							13		
10'							6		

(2)	D		E		H		(2')
	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	
0'							
1'	783		139		713		
2'	29		40		469	192	
3'	123		<10		152	1100	
4'	30		11		14386	1170	
5'	10945	552	?		31793	1190	
6'	21473	1869	20309	566	1000	272	
7'	43		44		156		
8'	25				85		
9'					21.8		
10'							

Cross-section of API Area Showing Naphthalene and Lead Concentration Profiles

Figure 1-2

The current waste registration for the Fina Refinery is included in Appendix B. It indicates that currently there are four active waste management units:

- o surface impoundment (land farm)
- o sub-surface tank (CPI separator sludge basin)
- o container storage, and
- o temporary bulk storage.

The majority of plant wastes are disposed of at the landfarm, including DAF float, spent catalyst and clay, leaded and unleaded tank bottoms, API separator sludge, heat exchanger bundle cleaning sludge, slop oil emulsion solids, contaminated soil, coke and asphalt. Only API separator sludge and tank bottoms are stored in the subsurface tank. Chemical contaminated containers are stored at the container storage area. Spent activated carbon, tank bottoms, and asphalt are stored for less than 90 days in the bulk storage area.

Following a review of the Fina correspondence which you provided, I determined the approximate depth and location of the contaminated soil encountered during the closure of the API separator. Although records were sketchy regarding the construction of the API separator and current wastewater treatment system, a probable scenario can be constructed.

Originally, the wastewater system consisted of only the accelerator and a "separator pit". It is noted that the current equalization basin was constructed on the site of the "separator pit". It is likely that during the construction of this larger basin, the excavation was deepened and contaminated soils were pushed out of the pit to the edge of the marsh. According to early maps of the facility, the edge of the marsh was only about 100 feet away and approximately where the API separator was later built. When the API separator was built, additional clean soil may have been brought in to level the site.

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2.0 FILES REVIEWED

Both Texas Water Commission (TWC) and Environmental Protection Agency (EPA) files were reviewed. The TWC regulates the disposal of industrial waste, including waste water and hazardous waste. The EPA issues NPDES waste water permits and maintains CERCLA files. Since NPDES permits are actually written by TWC personnel, the EPA NPDES files were not reviewed because they were expected to be redundant and less complete than TWC waste water files.

The majority of the files concerning past waste management practices at the Fina Refinery - Port Arthur were at the TWC. TWC has primacy to operate the RCRA program in Texas. Since the early 1960's, TWC's predecessor agencies have regulated wastewater discharges and industrial solid waste. Records regarding the wastewater permit No. 491 for this site have been kept since 1961. Records regarding the industrial waste registration (No. 30002) have been maintained since 1980. Since the API separator is both a RCRA-regulated unit and a part of the wastewater treatment system, pertinent information regarding the area of interest (near the API separator) was found in both files. Both files also provided information regarding past waste practices at the refinery.

Several maps were found in the TWC files which provide a historical perspective of the plant and waste water treatment area. The maps are arranged chronologically in Appendix C and span the period from 1968 to 1988.

The 1968 map shows a proposed waste water treatment system. The equalization basin shown in this drawing was not constructed until 1970, after the API separator (under construction in this drawing) was completed. The size and location of the surge basin

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was changed in the final plans as was the orientation of the aeration basin.

The existence and location of the sludge disposal basins and trash dumping area and the proposed levee location is of interest in determining the location of waste management units no longer used.

The 1971 map appears to have been made by BP Oil and is a good depiction of the location of and direction of flow in the waste water treatment system. Aside from the location of the landfarm, little other information about waste management units is given. The 1988 map is in 2 parts and is the most recent map available. It shows the wastewater treatment system and landfarm unit. The landfarm has been reduced in area and is now referred to as an impoundment. A portion of the previous landfarm area is now used as an oily water basin and the remainder is available for plant expansion. The wastewater system still includes the API separator and sludge storage basin which is currently in closure. The location of the CPI separator currently in use is not shown.

The pertinent information from the TWC files has been organized and summarized in Sections 3.0 Facility Description and 4.0 Contamination and Corrective Action. Section 3.0 enumerates the waste management units that have been operated at the refinery and summarizes available information for each unit. Section 4.0 summarizes available information concerning spills and corrective actions which have been noted in the reviewed files.

The CERCLA file for the subject refinery was reviewed at the EPA Region VI office in Dallas. Only ARCO and Fina filed notices in response to CERCLA Section 103(c). At least three Potential Hazardous Waste Site Identification and Preliminary Assessment forms have been completed for the site since 1980.

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It appears that EPA has removed their work products from the files. Although it was not possible to obtain access to these and maintain anonymity; it may be possible for ARCO, as a party to a potential clean up, to obtain these files. Section 5.0 CERCLA files summarizes the available information concerning pre-RCRA activities reported and investigated as required by CERCLA, as amended in 1984.

Aerial photographs of the refinery were also investigated. The Texas Natural Resource Information Service index of photos was surveyed for photos which would indicate the existence and location of waste management units. Their summary record of aerial photos taken at the refinery location is included in Appendix D. Most aerial photos of the refinery did not show enough detail to be of interest. However, two which may be of interest are enclosed. The black and white photo, dated 1938, is an original; it is on loan and must eventually be returned. The infrared photo, shot in 1975, is a part of this report. Both photos, along with a USGS map of the facility for reference, are also included in Appendix D.

The infrared photo was reversed by the photographic laboratory. The red areas indicate grass, greenery, and warm objects; while black indicates water and other cool objects. No grass is growing around the recently constructed API separator. The 1938 photograph clearly indicates the existence, size and location of the separator pit.

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3.0 FACILITY DESCRIPTION

During the file review, it was determined that the following past and current units have been used for waste management:

- separator pit;
- accelerator;
- disposal well (WDW-9);
- API separator and sludge basin;
- equalization basin;
- dissolved air flotation unit;
- tank 660;
- bio-pound (aeration pond);
- clarifier;
- drum storage area;
- landfarm; and
- miscellaneous.

The location of each of these units is indicated in Figure 3-1. The following sections summarize the information available about each of these units. The final section summarizes information about units about which little information is available.

3.1 Separator Pit

The separator was an earthen pit which received a wastewater stream including practically all oily waste. It was to remove oil and settleable solids from a 3,000,000 GPD stream which after treatment in the accelerator was discharged to the Boat Canal.

In April, 1970, BP Oil wrote to the TWC predecessor agency, Texas Water Quality Board, that the old settling pond which was being converted to an equalization basin was being cleaned. No mention was made of where the removed material was being placed.

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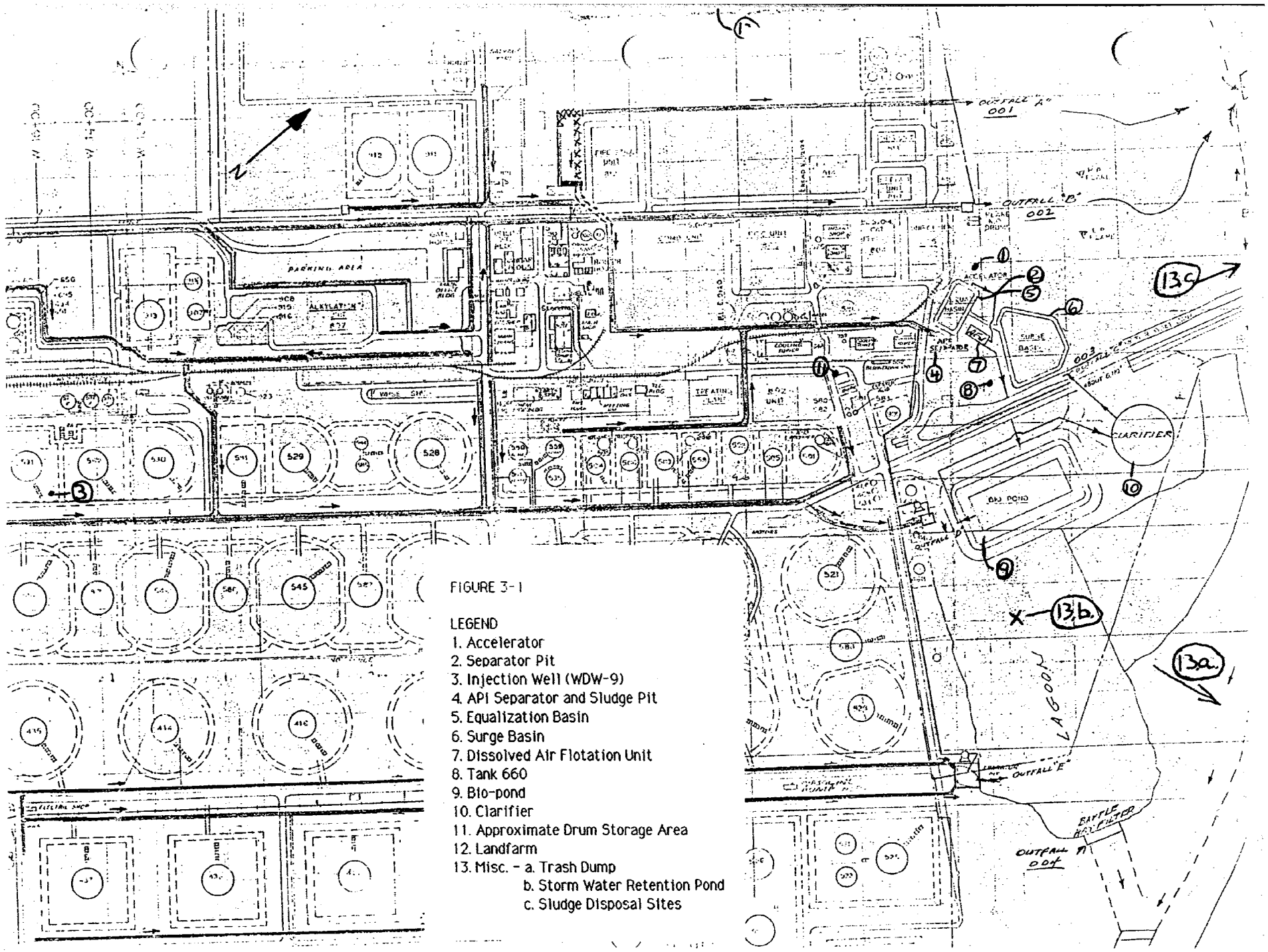

FIGURE 3-1

LEGEND
1. Accelerator
2. Separator Pit
3. Injection Well (WDW-9)
4. API Separator and Sludge Pit
5. Equalization Basin
6. Surge Basin
7. Dissolved Air Flotation Unit
8. Tank 660
9. Bio-pond
10. Clarifier
11. Approximate Drum Storage Area
12. Landfarm
13. Misc. - a. Trash Dump
b. Storm Water Retention Pond
c. Sludge Disposal Sites

3.2 Accelerator

The accelerator was installed prior to 1967 to improve the removal of oil from water which had passed through the separator pit. It remained on drawings of the wastewater treatment system until 1974. It received wastewater from the separator pit. In the accelerator (an Infilco unit), a floc was formed and removed as sludge. This reduced both the oil content and COD.

3.3 Disposal Well

The Disposal well (WDW-9), operated from 1964 to 1979, was an injection well used to dispose of hydrochloric acid. The well was plugged and certified closed in 1979. The records show very little mention of the well and no problems were indicated.

3.4 API Separator and Sludge Basin

The API separator and sludge basin was constructed in 1971 and operated until about 1986. The API separator, which took the place of the accelerator, received all of the plant's process waste water. As the first step in the waste water treatment process, the separator recovered oil from the water. The recovered oil was conveyed to the API sludge basin and eventually delivered by a vacuum track to the landfarm for dewatering and treatment. The water in the separator was sent to the equalization basin for further treatment. When closure of API separator and sludge basin began in 1987, seeps were found on the walls of the separator and on a wall and the floor of the sludge basin. Tests run on the rinse waters showed no toxicity.

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3.5 Equalization Basin (EB)

The equalization basin is a 1.3 million gallon surface impoundment constructed in 1970 as part of the wastewater treatment system. The purpose of the EB which is fed by water from the API separator, is to provide a stable flow rate to the biological treatment pond (bio-pond) and minimize possible toxic shocks to the biological organisms. The EB is located where the old separator pit used to be. Contaminated soils were removed from the separator, but there is no specific mention of where the soils were sent. Concrete walls were installed as slope protection with a natural clay liner used for a floor. In 1984 accumulated sludge was removed from the EB.

3.6 Surge Basin (SB)

In 1970, the surge basin (SB) was designed and built to act as an overflow basin for the EB. The SB and EB are connected by an overflow channel. If the level in the EB rises above the height of the barrier, the water will flow into the SB which has a capacity of 0.615 million gallons. The water in the SB can eventually be fed back into the EB. According to a Texas Water Commission (TWC) Conference Record dated 1 October, 1987, the surge basin was taken out of service in 1984.

3.7 Dissolved Air Flotation Unit (DAF)

The DAF is a concrete surface impoundment which bubbles dissolved air through the water received from the equalization basin, causing suspended solids to float to the surface. The solids are skimmed off the water and sent to tank 660, a temporary storage tank for DAF float material. The water is then sent to the bio-pond. The DAF was built in 1974. Very little mention is given of the DAF in the Texas Water Commission records.

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3.8 Tank 660

Tank 660 is an above ground DAF float storage tank with an operating volume of just over 800,000 gallons. Emulsified slop oils are also stored in the tank. The material in the tank is periodically removed by a vacuum track and delivered to the landfarm (surface impoundment) for dewatering and treatment. Tank 660 was originally listed on the permit as a hazardous waste management unit until it was delisted because it is part of the waste water treatment system.

3.9 Biological Treatment Pond (Bio-pond)

Constructed around 1971, the bio-pond biologically treats water received from the EB. The effluent is sent to the clarifier.

3.10 Clarifier

The clarifier, built in 1971, receives water from the bio-pond. Solids settle out of the water and the water is decanted. Sludge collected at the bottom is sent to a digester for aerobic digestion. Water is discharged to outfall 003. There have been numerous recorded violations for the quality of discharge water. The majority of the violations are for TOC, TSS, pH and oil and grease.

3.11 Drum Storage Area

The drum storage area is a concrete pad used to store drums containing contaminated chemicals. Waste management records mention little about this area except that there were a few violations for improper drum storage.

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3.12 Landfarm (Surface Impoundment)

The landfarm was initially constructed in 1974 as a twenty acre impoundment designed to dewater, treat and stabilize wastes such as API sludge, DAF float skim and bottoms, tank bottoms, heat exchanger bundle cleaning sludge and slop oil emulsion solids. Approximately fifteen acres was closed in 1980 and individual cell walls within the remaining land farm were removed. After being classified by the TWC as Class II reusable soils, about 2000 cubic yards of landfarm soil was used to help construct the stormwater retention basin. At least one violation was given for lack of a minimum freeboard (2 feet). There was also mention of sludge being blown out of the impoundment due to high winds and lack of freeboard. A violation was given for not conducting proper inspection procedures. According to the Industrial Solid Waste Compliance report dated 15 July, 1983, the groundwater monitoring system was inadequate because it would not ensure immediate detection of a hazardous material release from the landfarm. Other reports also indicate improper placement of the monitor wells positioned around the landfarm.

3.13 Miscellaneous

Several areas of interest were briefly mentioned in TWC records. These include a trash dump, stormwater retention basin and two sludge disposal sites. All three locations are shown in Figure 3-1. The trash dump, located east of the clarifier, was used to store plant refuse. The stormwater retention basin is on the east side of the bio-pond. According to a TWC Interoffice Memorandum, the basin was constructed with soils from the closed portion of the landfarm (Class II) as well as native soil. The floor was lined with a Hypalon liner. Very little is known about the sludge disposal sites except that they are located in the marshes.

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4.0 SPILLS AND CORRECTIVE ACTION

Available files indicate a few oil spills. In September, 1982, about 10 gallons of crude oil was spilled into the Neches River near Rainbow Bridge. This incident was inspected by the Coast Guard and was considered minor. In February, 1985, approximately 29,650 barrels of furnace oil was spilled within the refinery area. Little additional information was provided about this incident. The most recent spill occurred in June, 1986, when 6,000 barrels of oil spilled from a failed transferline to the wastewater treatment area. The oil was recovered from the Boat Canal.

Other incidents which might be considered as spills, include ground water releases and wastewater discharge violations. There were reports as early as 1984 of groundwater contamination downgradient of the landfarm. There have been no indications in the files of action to correct this situation. There have been numerous wastewater discharge violations from the early 1960's to September, 1987. These have usually been due to oil and inorganics in outfall 003.

Although not technically a spill, in April, 1989, Fina reported to TWC the discovery of three underground storage tanks. The tanks were located outside the levee. One contained corrosive liquid; the other two contained ignitable liquid. Soil in the area is contaminated, but the extent is unknown. Contamination is primarily aluminum (alumina ?), oil and grease with very small amounts of benzene, naphthalene, and lead.

No corrective actions have been noted for RCRA units. The only waste investigation to date was the result of the API separator and sludge basin closure, of which you are aware. Outside of the correspondence which you provided at the beginning of this review, there is no additional information in the files regarding this matter.

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5.0 CERCLA FILES

A complete copy of CERCLA files available to the public at EPA Region VI is included in Appendix E. The file is arranged chronologically from most recent to earliest item (January 1980). Little or no concern is indicated in early items; however, in 1986 a site visit and, later, a site investigation are recommended. The units requiring investigation apparently included:

- the API separator,
- landfarm,
- API separator sludge basin, and
- container storage area.

It is difficult to determine exactly which units are referred to because no map or key is provided with the report.

In reading several of the items, other maps, reports, etc. are referred to, but are missing from the file. Apparently they have been removed as either EPA work product or confidential information. Although it was not possible to pursue this information and maintain the confidentiality of this review, it may be possible for ARCO to pursue the information as a party to the API separator area investigation.

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6.0 CONCLUSIONS AND RECOMMENDATIONS

Throughout this review, an attempt has been made to synthesize a scenario by which the contaminated soil could have been placed under clean soil in the vicinity of the API separator and sludge basin. Figure 6-1 was found in the files attached to a 1969 summary sheet. It was neither dated nor identified. It shows the location of the separator pit and indicates that it discharges, to a separate canal west of the Boat Canal.

The API separator was constructed beginning in 1968, so the contaminated soil must have been in place prior to the time BP Oil informed the TWC in April 1970 that the separator was being cleaned out and enlarged to become an equalization pond. This could not have been the source of contaminated soil. However, it is likely that solids were periodically removed from the pit between 1937, when plant operation began, and 1970, when use of the separator pit was discontinued. Figure 6-1 also indicates that the separator was on the "edge of marsh". It would have been a common practice prior to 1970 to have placed the removed solids near the pit to save time and reduce transportation costs. The location where the contaminated soils were located is within 100 feet of the old separator pit. It seems quite possible that separator solids were placed in this location prior to the enlargement of the wastewater treatment system in the early 1970s. Then when the contractor began construction on the API separator, additional clean soil was brought in to raise the unit elevation and to provide a level surface for construction. Although the solids deposition probably occurred between 1938 and 1968, it appears that the clean soil was most likely placed in 1968 when API separator construction began.

Although agency files have provided little detail about these activities, it might be possible to gain more information from aerial photos. Although the Texas Natural Resource Information

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Service was only able to provide two photos with significant detail, it is likely the others are available from the Department of Highways and Public Transportation and from private aerial photographers. Time limited the pursuit of these sources.

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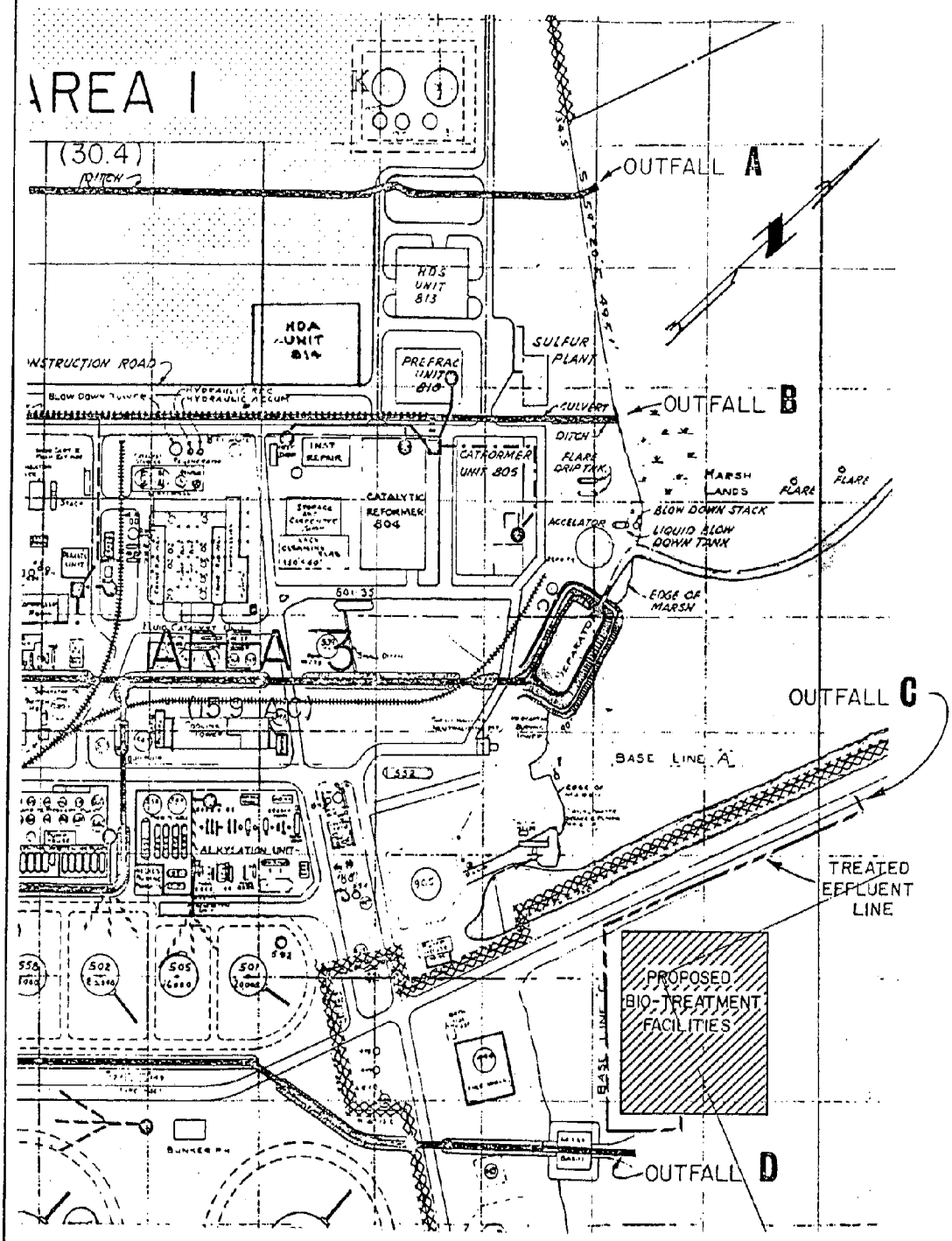


Separator Pit Location Map

Figure 6-1

APPENDIX A

CORRESPONDENCE REGARDING API AREA INVESTIGATION

RWJ

WORKING COPY

Jim Veach
Senior Attorney

Fina Oil and Chemical Company
Post Office Box 2159
Dallas, Texas 75221
(214) 750-2819

RECEIVED
APR 10
ENVIRONMENTAL PROTECTION
SUPERFUND

March 28, 1989

RECEIVED
APR 3 1989
JOAN DINAL

Joan G. Di Nal, Esquire
Senior Corporate Council
Legal Department
ARCO
Box 2679-T.A.
Los Angeles, California 90051

Dear Ms. Di Nal:

Our General Counsel, Cullen M. Godfrey, has asked me to respond to your letter of March 14, 1989.

Enclosed is the letter Fina sent to BP America, the other prior owner of the Port Arthur Refinery.

Also enclosed is our letter of February 27, 1989 to the Texas Water Commission (TWC) which transmitted the data we have collected so far. The sequence of events began with our closure of the Refinery's API separator and API separator sludge basin. The data around these units revealed a layer of contaminated soil below clean soil and above clean soil. This unusual data led us to conduct a more general investigation of the area. As you can see from the data, there is a layer of contaminated soil at various depths from the API separator to the boat canal. We interviewed employees present at the Refinery during the 1950s and 1960s as well as to the present time. We learned that the area in question was an on-site disposal site for ARCO and BP. Aerial photographs from these time periods confirm that this was a disposal site.

In our meetings with the TWC on this matter, we have been informed that some form of remediation will be required. We are attempting to keep the investigation and any subsequent required activities on an informal basis as possible.

We plan to conduct additional soil borings to determine the extent of the contamination. The TWC has also indicated that groundwater monitoring will be required. Once all the data is collected, we believe an analysis of the remedial alternatives would be appropriate.

In addition to providing notice to ARCO and BP of a possible CERCLA 107 liability, we wanted to invite both companies to become involved in the investigation and the on-going proceedings. We believe that cooperation on this matter is in our common interest. We are available to meet with you and further discuss this matter at your convenience.

Sincerely,

Jim Veach

Jim Veach

JLV/mbj

Enclosures

cc: Cullen M. Godfrey

Fina Oil and Chemical Company
P.O. Box 849
Port Arthur, Texas 77640
(409) 962-4421
(409) 962-8870 (Fax)

February 27, 1989

Ms. Kristi LaRue
Texas Water Commission
P.O Box 13087
Capitol Station
Austin, Tx 78711

Re: Fina Oil and Chemical Company
Port Arthur Refinery
API Separator Closure

Dear Ms. LaRue:

On October 12, 1988, Fina Oil and Chemical Company submitted the closure report for the company's API separator and API separator sludge basin. This report contained the analytical results and statistical analysis of the six soil borings required by the approved closure plan. With the submission of this report, Fina fulfilled all requirements specified in the approved plan.

Preliminary analytical results of the initial soil borings indicated elevated concentrations of lead and naphthalene at different depths in two locations near the sludge basin. During our meeting, we advised you that the exact source of this contamination had not yet been determined. It was agreed that Fina would take additional borings in the area to determine the source of the contamination. It was also agreed that the soil boirings would be analyzed for lead and naphthalene only.

Figure 1 (attached) indicates the locations where soil borings have been made to date. The original borings taken to comply with the approved closure plan are represented as locations A - F. Subsequent boring locations are represented as G - S. Analytical data indicating lead and naphthalene concentrations collected from all borings is included in Tables 1 and 2 respectively.

Although the exact source of the contamination has not been defined, the enclosed data indicates that the contamination did not originate from the API separator sludge basin. During the time since Fina acquired the refinery in 1973, no activities are known to have taken place in the area which could have caused these elevated concentrations of lead and naphthalene.

Fina plans to conduct several additional soil borings to further define the extent of contamination. In addition, Fina will notify the prior owners of the refinery of these findings and plans to request their assistance to further define the origin and extent of the contamination as well as share in any remediation costs if necessary.

Fina is also interested in reaching an agreement with the Texas Water Commission pertaining to guidelines governing any remediation activities.

Very truly yours,

James C. Mahon

James C. Mahon

cc: Ms. Connie Matthews

Cullen M. Godfrey
General Counsel

Fina Oil and Chemical Company
P. O. Box 2159
Dallas, Texas 75221
(214) 750-2997

March 3, 1989

Certified Mail
Return Receipt Requested

586-4781
464-8098

Mr. George J. Dunn
Vice President and General Counsel
B. P. America, Inc.
200 Public Square
Cleveland, Ohio 44114-2375

Dear George:

As part of an investigation of the environmental condition at Fina's Port Arthur, Texas refinery, we have uncovered an area of contamination that resulted from disposal activities which occurred prior to the time Fina acquired the refinery from B. P. We have notified the Texas Water Commission (TWC) of the results we have obtained. We anticipate that the TWC will require an environmental cleanup.

The purpose of this letter is to provide B. P. with notice, as a potentially responsible party, that the costs Fina has incurred and will incur are necessary costs of response consistent with the National Contingency Plan under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). We would like to meet with you or other officials of B. P. to discuss the situation and to discuss if you desire to participate in the negotiations with the TWC concerning the cleanup.

Please contact me at your earliest convenience.

Sincerely yours,

Cullen M. Godfrey

CMG:pv

TABLE 2

NAPHTHALENE CONCENTRATIONS (in ppm)

Depths (in feet)

Soil Borings	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	
A	<10	10.9	<10	<1	Boring Terminated									
B	<1	<10	<150	<10	Boring Terminated									
C	<10	<10	<10	<1			Boring Terminated							
D	<1	<1	-	<5	552	1869	<20	<10	Boring Terminated					
E	<1	<1	<1	<10	-	566	<5		Boring Terminated					
F	<5	272			Boring Terminated									
G	<1	6.9	<60	54	52	<1	<1	<1	<1	<0.5	Boring Terminated			
H		<3	192	3100	1370	1350	272	<2	<15	<15	Boring Terminated			
I	<0.5	<1	<15	<1	<2	<50	<20	<10	Boring Terminated					
J	<15	<15	<15	<15	<15	<10	<2	<3	Boring Terminated					
K	<0.5	<2	<10	<5	<10	119	Boring Terminated							
L	<10	<1	<1	3.3	663	<1	<10	<10	2.2	<1	<1	<1	<1	Boring Terminated
M	<1	18.8	1.3	3.9	<1	<1	Boring Terminated							
N	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	Boring Terminated			
O	<1	<1	<1	<1	<1	<1	<2	<1	Boring Terminated					
P	<1	<2	<35	<75	<80	Boring Terminated								
Q	<1	<1	<1	<1	4.98	40.5	4.66	<5	4.68	1.21	Boring Terminated			
R	<1	<1	<1	<1	4.97	70.4	4.93	1.29	4.8	12.6	Boring Terminated			
S	-	<1	<1	<1	414	135	<1	<1	<1	<1	Boring Terminated			

Background

1(10-16") <5

2(10-16") <2

3(12-16") <5

4(11-16") <5

BPSLC_00000079

TABLE 1

LEAD CONCENTRATIONS (in ppm)

Depths (in feet)

Soil Borings	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	
A	58.8	114	353	12	Boring Terminated									
B	41	<10	<10	<10	Boring Terminated									
C	111	1502	732	64.8			Boring Terminated							
D	783	29.2	123	30.1	10945	21473	43.1	25.8	Boring Terminated					
E	139	40	<10	11.3	-	20309	44.8		Boring Terminated					
F	424	<10	88.5	15	Boring Terminated									
G	345	1368	8469	451	65.6	30.9	46.8	22.6	20.8	17.3	Boring Terminated			
H		713	469	152	12380	31793	1000	156	85.4	21.8	Boring Terminated			
I	56.3	297	630	16.6	132	30.7	12.5	56.3	Boring Terminated					
J	463	769	249	384	867	2015	39.9	21.5	Boring Terminated					
K	41.7	230	507	1071	444	190	Boring Terminated							
L	40	136	68	24	33434	20	20	11	13	11	6	10	11	Boring Terminated
M	943	1408	33.7	21.6	18.9	47.8	Boring Terminated							
N	913	12.5	10.6	26.1	18.4	12.0	60.9	20.2	13.2	9.12	Boring Terminated			
O	9.96	<5.0	<5.0	24.8	<5.0	18.4	19.1	19.4	Boring Terminated					
P	8.40	2026	20.1	6.33	21.0	Boring Terminated								
Q	127	66	32	45	116	59	234	17	17	10	Boring Terminated			
R	15	32	12	14	63	2419	15	111	9	484	Boring Terminated			
S	-	11.01	19	11	2194	45	44	11	15	19	Boring Terminated			

Background

1(10-16")	11.5
2(10-16")	53.5
3(12-16")	56.6
4(11-16")	29.4

APPENDIX B

NOTICE OF REGISTRATION

DW0550 TEXAS WATER COMMISSION 05-12-89
NOTICE OF REGISTRATION
SOLID WASTE MANAGEMENT

THIS IS NOT A PERMIT AND DOES NOT CONSTITUTE AUTHORIZATION OF ANY WASTE MANAGEMENT ACTIVITIES OR FACILITIES LISTED BELOW. REQUIREMENTS FOR SOLID WASTE MANAGEMENT ARE PROVIDED BY TEXAS ADMINISTRATIVE CODE SECTION 335 OF THE RULES OF THE TEXAS WATER COMMISSION (TWC). CHANGES OR ADDITIONS TO WASTE MANAGEMENT METHODS REFERRED TO IN THIS NOTICE REQUIRE WRITTEN NOTIFICATION TO THE TWC.

DATE OF NOTICE: 04-14-89 REGISTRATION DATE: 05-03-76

REGISTRATION NUMBER: 30002 EPA I.D. NUMBER: TXD065099160

THE REGISTRATION NUMBER PROVIDES ACCESS TO STORED INFORMATION PERTAINING TO YOUR OPERATION. PLEASE REFER TO THAT NUMBER IN ANY CORRESPONDENCE.

COMPANY NAME: FINA OIL AND CHEMICAL COMPANY
MAILING ADDRESS: (FORM. AMER PETROFINA CO OF TX
P.O. BOX 849
PORT ARTHUR, TEXAS 77640
GENERATING SITE LOCATION:
INTER OF HWY 87 & FM 366, PT. ARTHUR
CONTACT PERSON: JAMES C. MAHON
PHONE: (409) 962-4421
NUMBER OF EMPLOYEES: GREATER THAN 100
TWC DISTRICT: 06

REGISTRATION STATUS: ACTIVE
REGISTRATION TYPE: GENERATOR
HAZARDOUS WASTE STATUS:
GENERATOR/TSD FACILITY

I. WASTE GENERATED:

WASTE NUMBER	DESCRIPTION	CLASS	CODE	DISPOSITION
001	DAF UNIT FLOAT SKIM & BOTTOMS	IH	950400	ON-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K048			
002	PAPER TRASH	II	280240	OFF-SITE
003	CATALYST, SPENT	III	370210	ON-SITE/OFF-SITE
004	ASBESTOS	I	170750	OFF-SITE
005	TANK BOTTOMS CONTAINING LEAD	IH	982800	OFF-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K052

006 API SEPARATOR SLUDGE IH 950050 ON-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K051

007 HEAT EXCHANGER BUNDLE CLEANING SLUDGE IH 941350 ON-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K050

008 SLOP OIL EMULSION SOLIDS IH 951570 ON-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K049

009 SOIL, PETROLEUM CONTAMINATED I 179840 ON-SITE/OFF-SITE

010 LEAD CONTAMINATED WASTE, SOLID IH 979130 NO LONGER GENERATED

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D008

011 POLYMERIC MATERIAL IH 982640 NO LONGER GENERATED

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D008

012 PCB CONTAMINATED SOLIDS I 179430 OFF-SITE

013 SULFUR WASTE/SCRAP II 270240 OFF-SITE

014 COKE III 382080 ON-SITE/OFF-SITE

015 LANDFARM RESIDUE FROM OILY SLUDGE TREATMENT II 284230 NO LONGER GENERATED

016 ASPHALT II 280370 ON-SITE/OFF-SITE

017 TETRA ETHYL LEAD CONTAMINATED MATERIAL IH 979310 OFF-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): P110

018 SODIUM HYDROXIDE (NAOH) IH 970150 OFF-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D002

019 ALUMINUM CHLORIDE SLUDGE I 140750 OFF-SITE

020	CONTAINERS, CHEMICAL CONTAMINATED	I	179280	ON-SITE/OFF-SITE
021	CLAY, ORGANIC CONTAMINATED	I	184620	ON-SITE/OFF-SITE
022	FILTER WASTES, NON-HAZARDOUS	I	178060	OFF-SITE
023	TANK BOTTOMS	I	152180	ON-SITE/OFF-SITE
024	TANK BOTTOMS	IH	952180	OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D001			
025	LANDFARM RESIDUE FROM OILY SLUDGE TREATMENT	IH	984230	OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K048, K049, K050, K051			
026	CATALYST, ALUMINA	IH	979070	ON-SITE/OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D003			
027	CATALYST, SULFUR GUARD	IH	971440	ON-SITE/OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D003			
028	SOIL, PETROLEUM CONTAMINATED	II	279840	ON-SITE/OFF-SITE
029	TRASH AND DEBRIS	II	283780	OFF-SITE
030	SLUDGE, DEWATERED	II	270391	OFF-SITE
031	CARBON, ACTIVATED, SPENT, CONTAMINATED	I	183990	ON-SITE/OFF-SITE
032	SLUDGE, CLARIFIER	III	341760	OFF-SITE
033	CONCRETE	II	277080	OFF-SITE
034	CATALYST, SPENT	I	170210	OFF-SITE
035	TANK BOTTOMS, FUEL OIL	I	152920	ON-SITE/OFF-SITE
036	BRICK, REFRACTORY (SPENT)	II	270300	OFF-SITE
037	TANK BOTTOMS, INTERMEDIATE & PRODUCT W/O ADDITIVES	I	150820	ON-SITE/OFF-SITE
038	CONSTRUCTION DEBRIS	III	373630	OFF-SITE
039	SLUDGE, COOLING TOWER	I	140290	OFF-SITE

040	TANK CLEANINGS	I	143120	OFF-SITE
041	ASPHALT	I	180370	ON-SITE/OFF-SITE

II. Shipping/Reporting: Pursuant to Section 335 of the Texas Administrative Code of the rules of the TWC pertaining to Hazardous Waste management, issuance of manifests and annual reporting are required for Off-site Storage/Processing/Disposal of the following wastes listed in Part I. All manifested wastes should be reported on the annual waste summary report and submitted to the TWC by the 25th of each January for the prior calendar year.

In addition for any of the following waste(s) manifested and shipped to Storage/Processing/Disposal facilities in any other state a waste shipment summary is required. All such shipments should be reported on the waste shipment summary report and submitted to the TWC no later than the 25th day of the month immediately succeeding the month in which the shipment was made. No waste shipment summary report is required for months when out of state shipments are not made.

004	170750	ASBESTOS
005	982800	TANK BOTTOMS CONTAINING LEAD
009	179840	SOIL, PETROLEUM CONTAMINATED
012	179430	PCB CONTAMINATED SOLIDS
017	979310	TETRA ETHYL LEAD CONTAMINATED MATERIAL
018	970150	SODIUM HYDROXIDE (NAOH)
019	140750	ALUMINUM CHLORIDE SLUDGE
020	179280	CONTAINERS, CHEMICAL CONTAMINATED
021	184620	CLAY, ORGANIC CONTAMINATED
022	178060	FILTER WASTES, NON-HAZARDOUS
023	152180	TANK BOTTOMS
024	952180	TANK BOTTOMS
025	984230	LANDFARM RESIDUE FROM OILY SLUDGE TREATMENT
026	979070	CATALYST, ALUMINA
027	971440	CATALYST, SULFUR GUARD
031	183990	CARBON, ACTIVATED, SPENT, CONTAMINATED

034	170210	CATALYST, SPENT
035	152920	TANK BOTTOMS, FUEL OIL
037	150820	TANK BOTTOMS, INTERMEDIATE & PRODUCT W/O ADDITIVES
039	140290	SLUDGE, COOLING TOWER
040	143120	TANK CLEANINGS
041	180370	ASPHALT

III. ON-SITE WASTE MANAGEMENT FACILITIES:

FAC NO.	FACILITY	STATUS
01	SURFACE IMPOUNDMENT DISPOSAL OF WASTE NUMBER(S) 001, 003, 005, 006, 007, 008, 009, 014, 016, 021, 023, 026, 027 SUBJECT TO PERMIT NUMBER (PENDING)	ACTIVE
03	TANK (SUB-SURFACE) STORAGE OF WASTE NUMBER(S) 006, 037	ACTIVE
04	CONTAINER STORAGE AREA STORAGE OF WASTE NUMBER(S) 020	ACTIVE
05	BULK STORAGE AREA STORAGE FOR LESS THAN 90 DAYS OF WASTE NUMBER(S) 031, 035, 037, 041 ROLL-OFF BOX	ACTIVE

UNLESS OTHERWISE STATED ABOVE, FACILITIES ARE LOCATED
AT INTER OF HWY 87 & FM 366, PT. ARTHUR
COUNTY OF JEFFERSON

IV. RECORDS.

A. FOR PURPOSES OF FILING ANNUAL REPORTS PURSUANT TO TEXAS ADMINISTRATIVE CODE SECTION 335 OF THE RULES OF THE TWC PERTAINING TO INDUSTRIAL SOLID WASTE MANAGEMENT, RECORDS SHOULD BE MAINTAINED FOR STORAGE, PROCESSING AND/OR DISPOSAL OF THE FOLLOWING WASTE(S) LISTED IN PART I:

001 950400 DAF UNIT FLOAT SKIM & BOTTOMS

006 950050 API SEPARATOR SLUDGE

007 941350 HEAT EXCHANGER BUNDLE CLEANING SLUDGE

008 951570 SLOP OIL EMULSION SOLIDS

009 179840 SOIL, PETROLEUM CONTAMINATED

020 179280 CONTAINERS, CHEMICAL CONTAMINATED

021 184620 CLAY, ORGANIC CONTAMINATED

023 152180 TANK BOTTOMS

026 979070 CATALYST, ALUMINA

027 971440 CATALYST, SULFUR GUARD

031 183990 CARBON, ACTIVATED, SPENT, CONTAMINATED

035 152920 TANK BOTTOMS, FUEL OIL

037 150820 TANK BOTTOMS, INTERMEDIATE & PRODUCT W/O ADDITIVES

041 180370 ASPHALT

B. PROOF OF RECORDATION IN THE COUNTY DEED RECORDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE SECTION 335 OF THE RULES OF THE TDWR, SHOULD BE SUBMITTED TO THE EXECUTIVE DIRECTOR FOR THE FOLLOWING FACILITIES LISTED IN PART III IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:

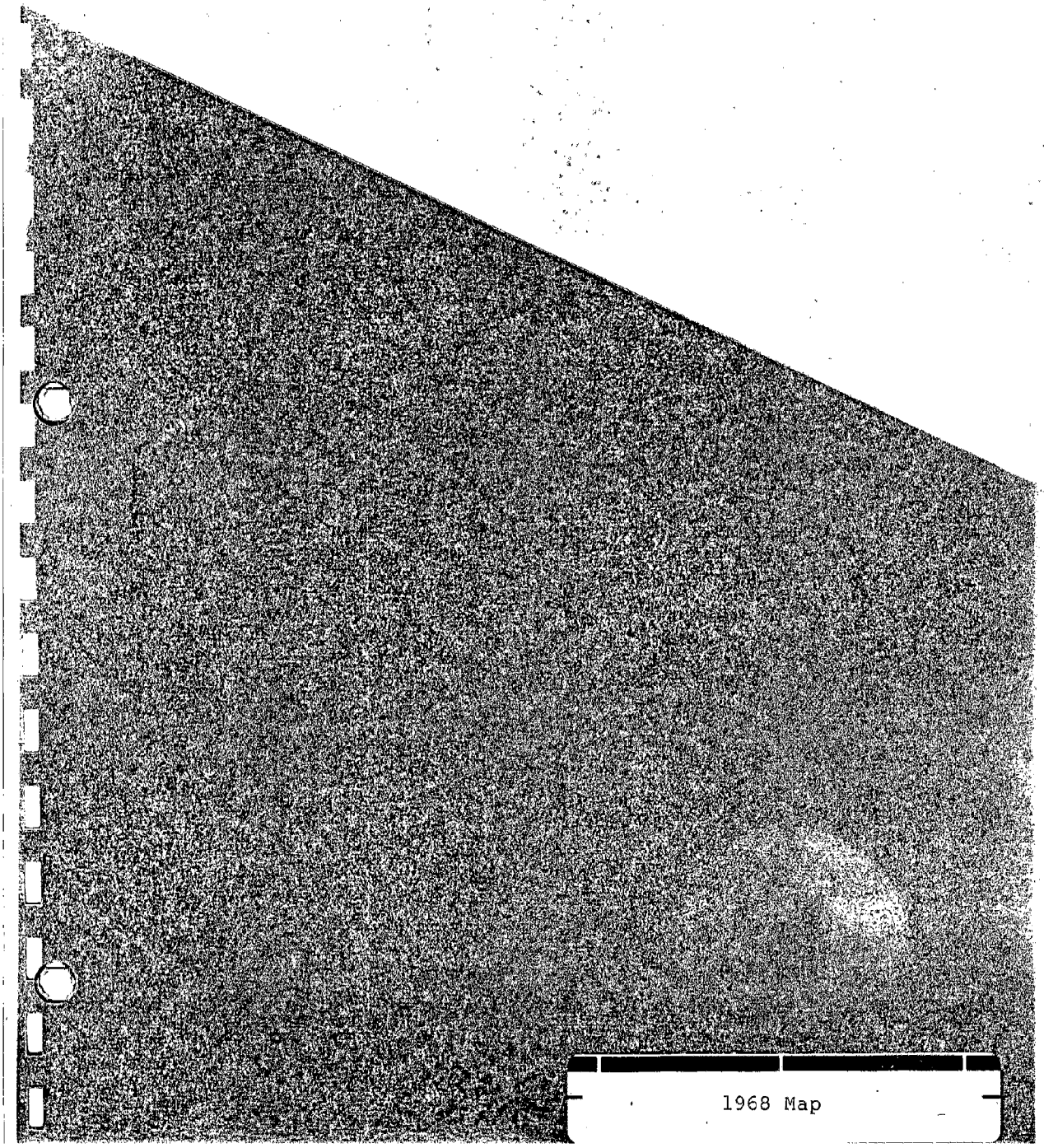
NEW FACILITIES - PRIOR TO INITIATION OF DISPOSAL OPERATIONS.

EXISTING FACILITIES - AS SOON AS POSSIBLE, BUT NO LATER THAN SIXTY (60) DAYS FROM THE DATE OF THIS NOTICE, UNLESS PREVIOUSLY SUBMITTED.

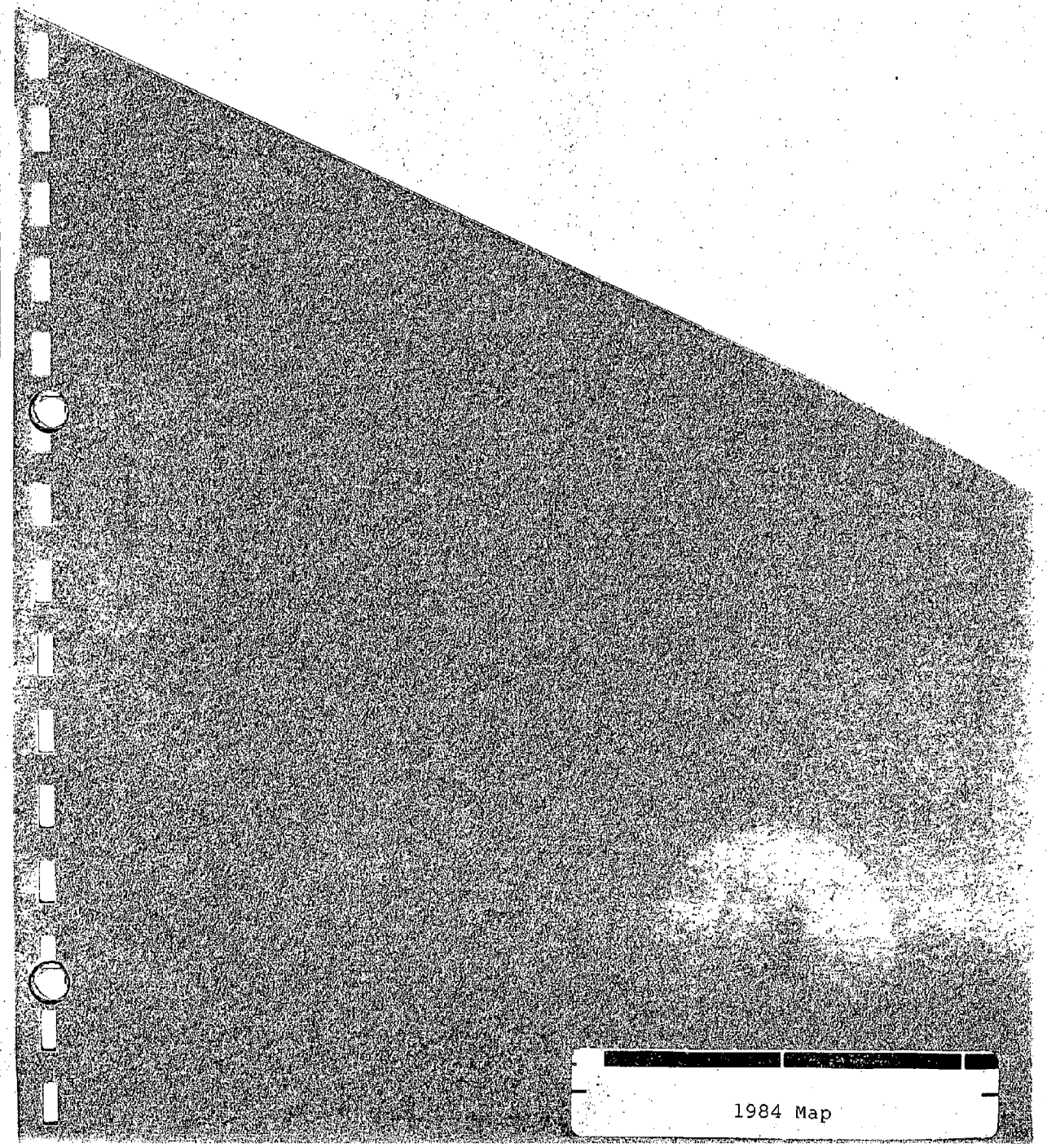
FAC NO	FACILITY
01	SURFACE IMPOUNDMENT

APPENDIX C

MAPS AND MAP SUMMARY


1968 Map

1974 Map



1984 Map

1988 Map (2 Sheets)

APPENDIX D

AERIAL PHOTOS

11-9-38
BRA 5-77

REIEC

*** C07 ***
NCIC

AERIAL PHOTOGRAPHY SUMMARY RECORD SYSTEM

*** C07 ***
DATE: 06/25/88

INDEX CROSS REFERENCE

PAGE 900

AGENCY CODE	RPT TYP	Q/W	SE CORNER LAT DEG	LAT MIN	LONG DEG	LONG MIN	FIPS CODE ST	CTY	DATE OF COVERAGE YR	MO	DAY	STA	AGENCY PROJECT CODE	IMAGE SCALE	FOCAL LENGT	FILM TYPE	FILM FMT	SENS CLAS	CLOUD COVER	CAM SPEC	QUAD COVER	REMARKS OR SCENE ID	FRAMES FROM	TO	CASSETTE NO.	FRAME
USGS	2	2	29	52	093	52			87	03	05	3	VFLYC	18000	04	3	3	1	0	Y					0070	0844
NASAAM	3	2	29	52	093	52			85	12	14	3	03550	65400	06	2	3	2	0		6	585003550	1533	1537	0353	[illegible]
NASAAM	3	2	29	52	093	52			85	12	14	3	03550	65250	06	2	3	2	0		5	585003550	1735	1742	0353	0674
NASAAM	3	2	29	52	093	52			85	12	14	3	[illegible]	66750	06	2	3	2	0		5	585003550	1729	1732	0353	0668
NASAAM	3	2	29	52	093	52			85	12	14	3	03550	66000	06	2	3	2	0			585003550	1733	1734	0353	0672
USGS	2	2	29	52	093	52			83	11	00	3	N2912	80000	04	4	3	1	0	Y					0083	0034
USGS	2	2	29	52	093	52			83	11	00	3	N2912	58000	20	2	3	1	0	Y					0083	0184
NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	4					
NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	3					
NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	2					
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NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	2					
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	116384	04	4	3	2	1		8	642900010	0122	0122	4291	0123
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	115711	04	4	3	2	1		7	642900010	0118	0121	4291	0119
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	119254	04	4	3	2	1		6	642900010	0006	0007	4291	0007
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	62796	06	2	3	2	1		3	642900020	0006	0008	4292	0007
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	61410	06	2	3	2	1		3	642900020	0207	0207	4292	0208
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	61288	06	2	3	2	1		2	642900020	0201	0206	4292	0202
NASAAM	3	2	29	52	093	52			79	11	12	3	02843	124100	14	2	3	2	0			579002843	1294	1293	0265	0910
NASAAM	3	2	29	52	093	52			79	11	12	3	02843	123000	14	2	3	2	0			579002843	1294	1294	0265	0910
NOS	1	2	29	52	093	52	48	245	79	02	25	3		40000	04	4	3	1	0	Y	9	09				
NASAAM	3	2	29	52	093	52			78	10	09	3	02691	66117	06	2	3	2	1		7	578002691	0230	0263	0257	0499
NASAAM	3	2	29	52	093	52			78	10	09	3	02691	65800	06	2	3	2	0		5	578002691	0205	0209	0257	0474
NASAAM	3	2	29	52	093	52			78	10	09	3	02691	65775	06	2	3	2	0		3	578002691	0108	0147	0257	0377
NOS	3	2	29	52	093	52			78	04	27	3	78BP	36000	04	4	3	1	0	Y	5	110 AB 3065-3069				
NOS	3	2	29	52	093	52			78	04	27	3	78B	36000	04	4	3	1	0	Y	2	110-AB 3065-3069				
ADAMS	1	2	29	52	093	52	48	245	78			3		36000	04	4	3	1	0	Y	9	JEFFERSON CO				
USGS	2	2	29	52	093	52			75	11	11	3	VDNF	76000	04	4	3	1	0	Y					0054	0525
TXGLO	3	2	29	52	093	52			75	05		3		24000	04	2	5	1	0		3	PORT ARTHUR				
NASAJS	3	2	29	52	093	52			75	02	25	3	3000	120000	06	3	3	2	0			630000080	0065	0079	3001	0547
NASAJS	3	2	29	52	093	52			75	02	25	3	3000	120000	06	2	3	2	0			650000090	0065	0079	3001	0629
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NASAJS	3	2	29	52	093	52			74	11	27	3	2910	124000	04	3	3	2	0		7	629100050	0208	0212	2911	0299
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NASAJS	3	2	29	52	093	52			72	03	17	3	1940	119140	04	2	3	2	0			619400130	0185	0187	1265	0375
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BPSLC_000000097

REIEC

*** D07 ***
NPIC

AERIAL PHOTOGRAPHY SUMMARY RECORD SYSTEM

*** D07 ***
DATE: 06/25/88

INDEX CROSS REFERENCE

PAGE 901

AGENCY CODE	RPT TYP	Q/W	SE CORNER LAT DEG	LAT MIN	LONG DEG	LONG MIN	FIPS CODE ST	CTY	DATE OF COVERAGE YR	MO	DAY	STA	AGENCY PROJECT CODE	IMAGE SCALE	FOCAL LENGT	FILM TYPE	FILM FMT	SENS CLAS	CLOUD COVER	CAM SPEC	QUAD COVER	REMARKS OR SCENE ID	FRAMES FROM	TO	CASSETTE NO.	FRAME
NASAJS	3	2	29	52	093	52			70	11	18	3	1450	119876	04	3	3	2	0		5	614500940	9467	9482	0462	1610
NOS	3	2	29	52	093	52			70	11	10	3	70L-2	30000	04	4	3	1	0	Y	4	110-AB	1003-1007			
NOS	3	2	29	52	093	52			70	11	10	3	70L-1	30000	04	4	3	1	0	Y	3	110-AB	1000-1001			
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NOS	3	2	29	52	093	52			68	03	13	3	68E	30000	04	4	3	1	0	Y	2	99-F6	2471-2473			
TGDIN	2	2	29	52	093	52			68	03		3		40000	05	4	3	1	0	Y	5					
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ASCS	3	2	29	52	093	52			66			3	BRA	20000	05	4	3	1	0	Y		JEFFERSON-TX				
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NOS	3	2	29	52	093	52			61	09	16	3	61S	40000	04	4	3	1	0	Y	6	110-A4	4476-4481			
NOS	3	2	29	52	093	52			61	09	16	3	61S-1	40000	04	4	3	1	0	Y	3	110-A4	4503-4504			
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USGS	2	2	29	52	093	52			56	10	11	3	VLO KO	11800	04	4	3	1	0	Y					0081	1189
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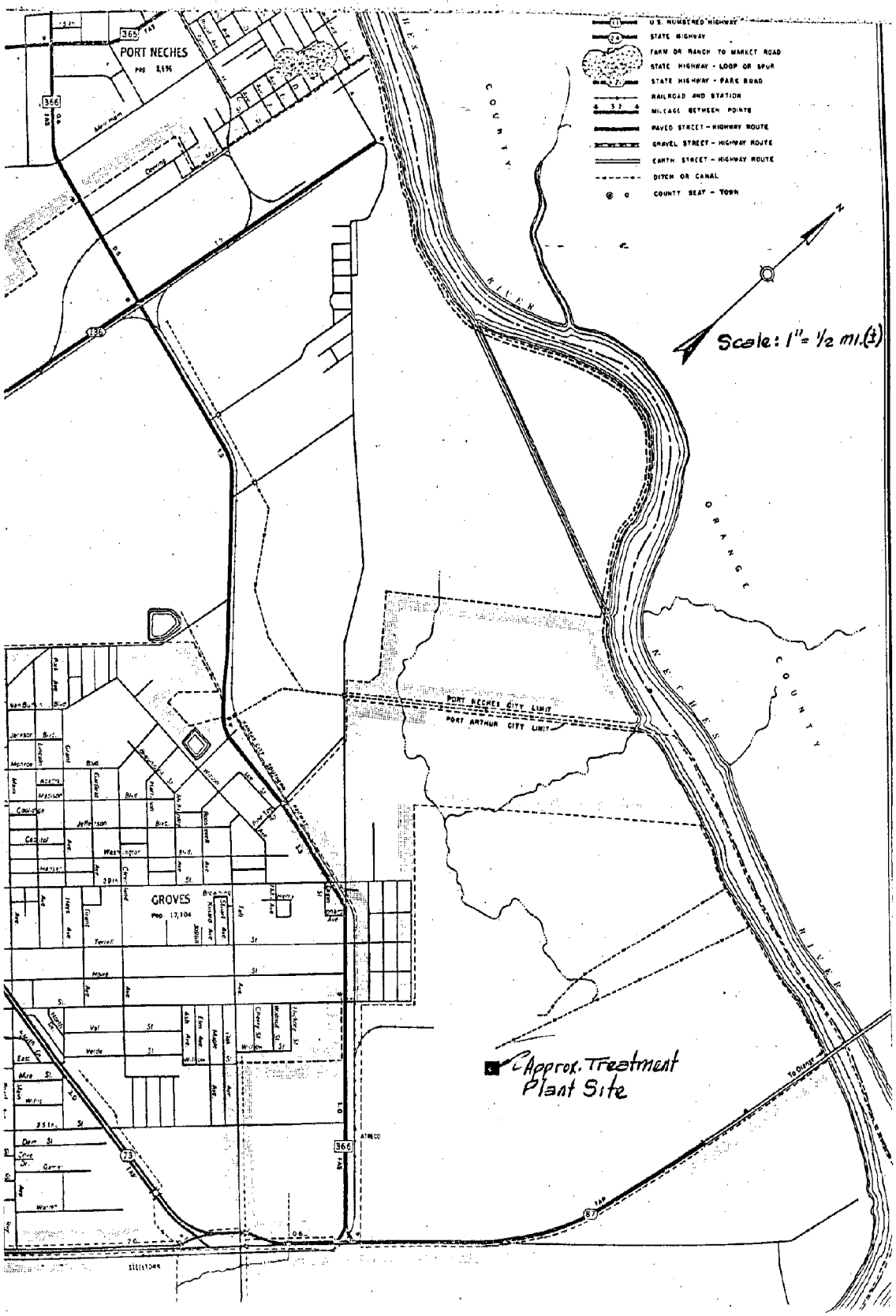
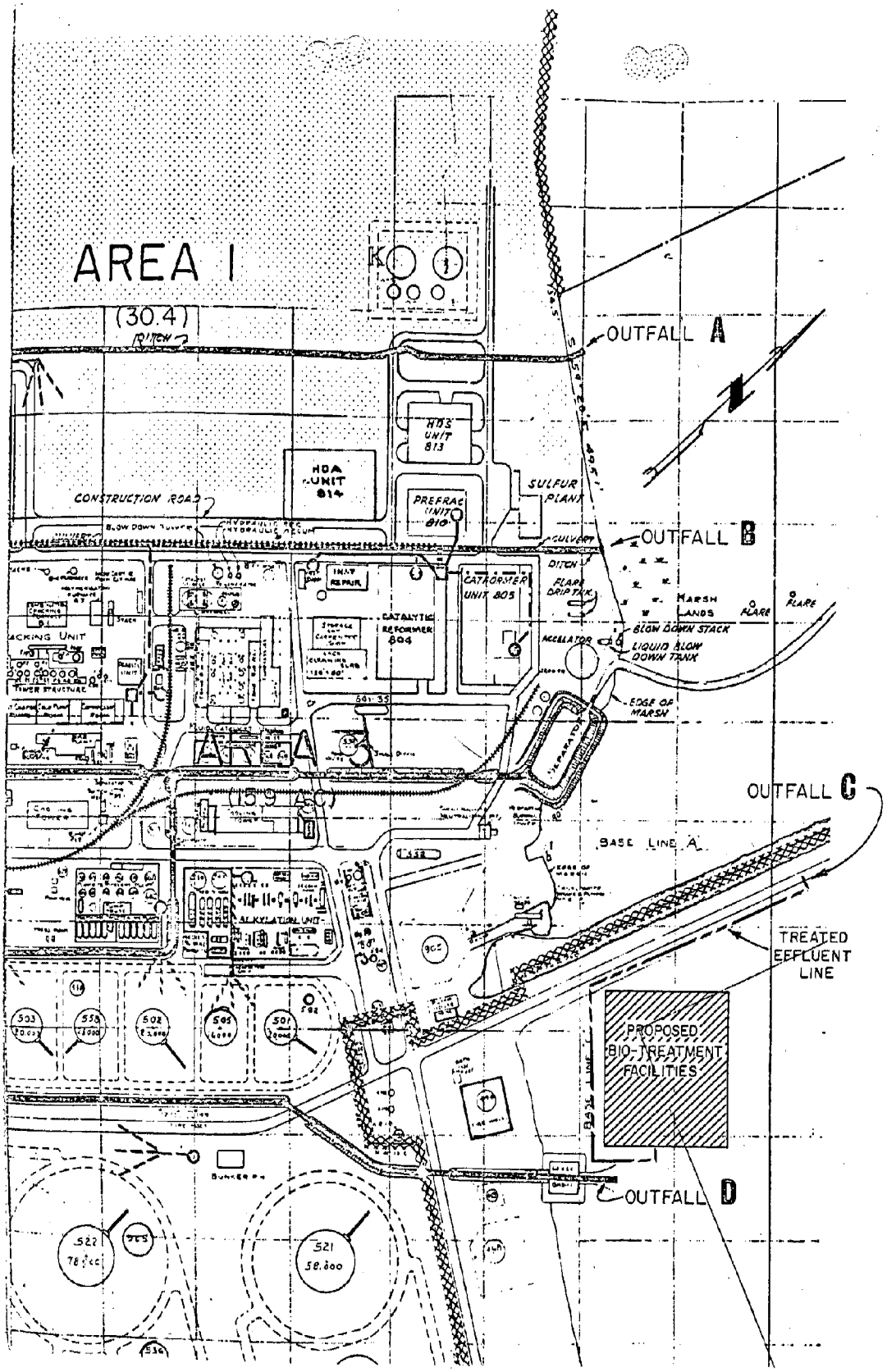
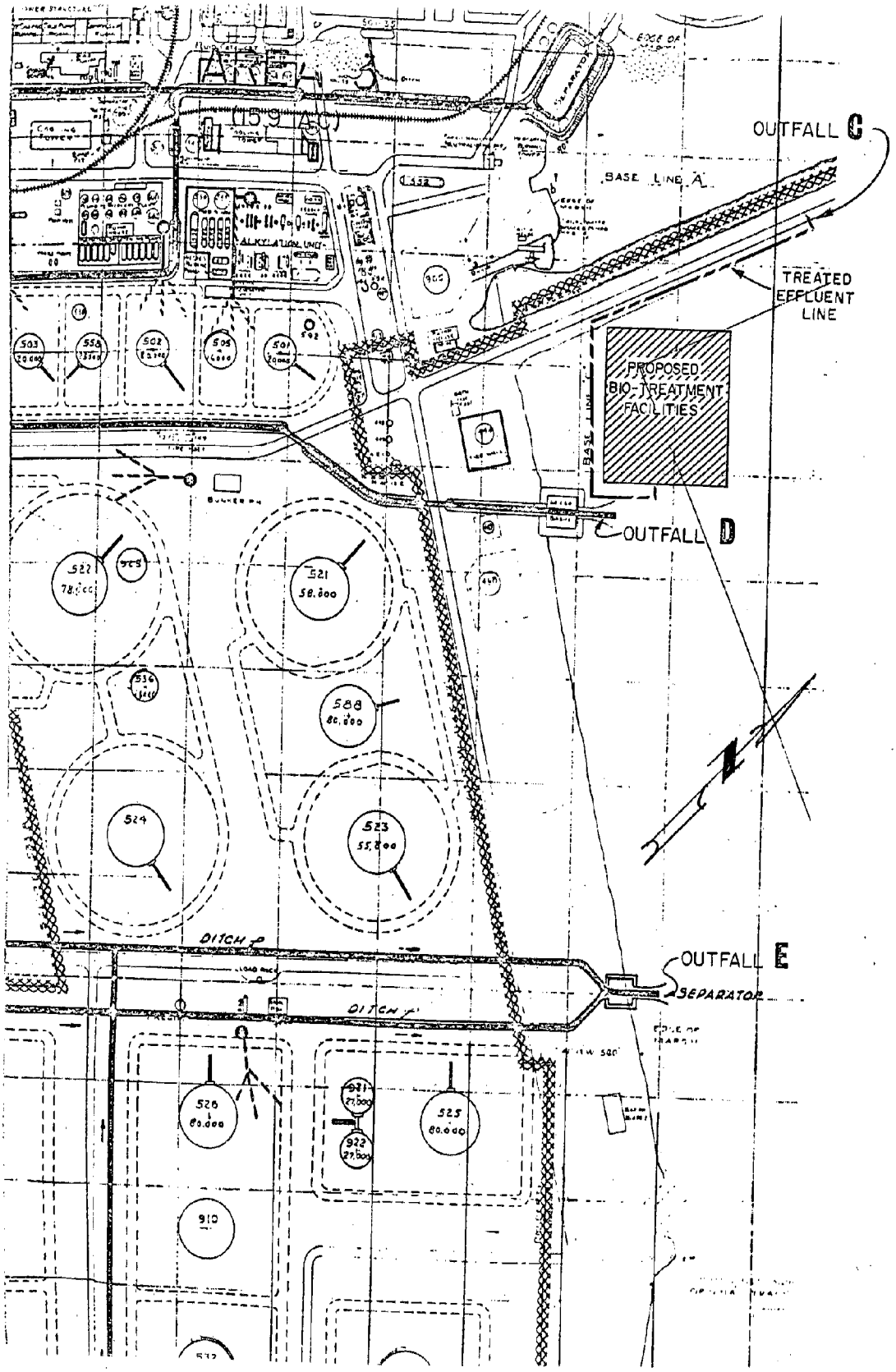
BPSLC_00000098

APPENDIX E

CERCLA FILE - CHRONOLOGICAL


PORT NECHES
GROVES
U.S. NUMBERED HIGHWAY
STATE HIGHWAY
FARM OR RANCH TO MARKET ROAD
STATE HIGHWAY - LOOP OR SPUR
STATE HIGHWAY - PARK ROAD
RAILROAD AND STATION
MILEAGE BETWEEN POINTS
PAVED STREET - HIGHWAY ROUTE
GRAVEL STREET - HIGHWAY ROUTE
EARTH STREET - HIGHWAY ROUTE
DITCH OR CANAL
COUNTY SEAT - TOWN
Scale: 1" = 1/2 mi.
PORT NECHES CITY LIMIT
PORT ARTHUR CITY LIMIT
Approx. Treatment Plant Site
ORANGE COUNTY
NECHES RIVER
To Orange


AREA I
(30.4)
OUTFALL A
HDS UNIT 813
HDA UNIT 814
CONSTRUCTION ROAD
PREFRAC UNIT 810
SULFUR PLANT
OUTFALL B
CULVERT
DITCH
FLARE DRIP TANK
CATFORMER UNIT 805
CATALYTIC REFORMER 804
MARSH LANDS
FLARE
FLARE
BLOW DOWN STACK
LIQUID BLOW DOWN TANK
ACCELATOR
EDGE OF MARSH
AREA 3
(15.9 AC)
OUTFALL C
BASE LINE A
ALKYLATION UNIT
TREATED EFFLUENT LINE
PROPOSED BIO-TREATMENT FACILITIES
OUTFALL D
BUNKER PIT
522
521
58,000


OUTFALL C
BASE LINE A
TREATED EFFLUENT LINE
PROPOSED BIO-TREATMENT FACILITIES
OUTFALL D
OUTFALL E
SEPARATOR
DITCH P
ALKYLATION UNIT
BUNKERS

This is not a typing error

	E. DIR.		
	D. DIR.		
	OPS		
	F. SVCS.		1
	ADMIN.		
	LEGAL		

NOV 8 1967

DISTRICT 6
INDUSTRY SURVEYS

ATLANTICRICHFIELD REFINING CO. Box 849 Port Arthur, Texas 77640 Permit No.00491

SURVEY: November 1,1967 by Marshall Elliott and Larry Smaihall

PERSONNEL, Contacted: Plant Manager T.V.Griffith; Supervisor, Engineering G.K.Hoff.
Not Available: Gen.Supt.J.S.Dana; Operations Supt.C.L.Riegner; Eng.Supt.C.M.Southern.

PLANT DATA: Location; west bank of Neches River to FM Road 366, north of TexHwy 87.
Employees; Day hours, Mon.thru Fri. 325. Each shift 50, about 225 total. Total 550.
Capacity; 84,000 bbl./day of crude oil.
Products; LPG, Gasoline, Specialty Naphthas, Kerosene, Distillate Fuels, Residual fuels, Detergent Alkylates
Process Units; 1 Crude Still, 1 Thermal Vis Breaker, 1 FCC, 2 Catalytic Reformers (including Aromatics Fractionation and Hydro-dealkylation), Hydro-desulfurizer for distillate fuels, Alkylation Unit (sulfuric acid) for gasoline production, Propylene Polymerization (and polymer fractionation), Sulfur Recovery Unit (from H_2S), Caustic Wash Unit on FCC distillate, Detergent Alkylate Unit.

WATER SUPPLY: From Neches River; About 3000 gpm is used for cooling in the Visbreaker Unit.
From LNVA: Average 3.5 MG/D, fairly constant. About half is used directly for cooling tower make-up; the rest is clarified with alum and filtered for boiler water and process use. Part of the boiler feed water is softened by ion exchange using NaCl regeneration; the rest is demineralized by ion exchange.

WASTE WATER: All water from the plant, including rain water is discharged thru :

1. The "Country Club Ditch", a small ditch running thru company owned, vacant property north of the process area and discharging into the swamp. This swamp, about 1 mile wide, lies between the the refinery area and the river. This ditch receives only the waste from the Demineralizing Unit, alternately dilute sulfuric acid and dilute NaOH with the day-long balance on the acid side. Plans are now made to transfer this stream to the "South Ditch".
2. The "South Separator", an earthen pit which receives rain run-off, and tank draw water from the tank farm which comprises the south half of the refinery area. It also receives the waste water, 100 gpm, from the Detergent Alkylate unit. Water from the separator discharges into the swamp.
3. The main outfall canal which discharges into the river about 1 mile north of the Hy.87 bridge. This stream is a combination of two major streams within the process area, viz.
   a. The "North Ditch" (which is actually a covered conduit for half its course). This ditch receives about half the rain water, the once-thru cooling water, sludge from the water clarifier, regeneration waste from the softeners, boiler blow-down and waste, process and wash-up, from the crude still.
      The North Ditch runs about 300 yd. into the swamp and then joins with the--
   b. "Accellator Outfall" which contains all the other process wastes, cooling tower blow-down and such rain water as does not flow thru one of the other ditches. It carries, also, all sanitary waste, after passing thru several septic tanks.
      This stream contains practically all the oily wastes. It passes thru an earthen pit separator to remove most of the oil and settleable solids. The water from the separator is pumped into an Infiloo "Accellator" where it is treated with alum floc and Poriflloc 822 to produce, normally, a fairly clear water with low oil content. This flocculation-sedimentation also removes, as sludge, a substantial part of the COD content of the incoming water. Sludge from the Accellator is pumped to a large pit in the swamp between the refinery and the river, from which no significant water overflow has yet occurred in the 10 years which the unit has operated

OTHER WASTES:

1. Weak, 10%, caustic sod[illegible] the first stage washing of [illegible]ytic naphtha is sold to th Merichem Co. in Houston.
2. Strong, 30%, caustic from the second stage wash, containing mercaptans, is regenerated. A small slip stream goes to the ditch.
3. Spent sulfuric acid from the alkylation plant is "traded-in" to an acid manufacturer.
4. H_2S in gases and light naphthas is removed by ethanol absorption for conversion to su
5. The waste from the Detergent Alkylate Unit, mentioned above as going to the South Separator, is acidic and also contains emulsufing materials.

WASTE TESTING AND MEASUREMENT:

There is a recording flowmeter-thermometer on the inflow to the Accellator and a wier with recording level-thermometer on the North Ditch.

The Accellator outflow is sampled continuously with an automatic sampler taking 24 hr. composites. Two of these composites are analysed each week for pH, Sulfie, Chloride, Phenolic Compounds, COD, IOD, SS, and TDS.

Occasional spot samples from the North Ditch are similarly analysed.

Bi-weekly spot samples from the outfall canal near its discharge into the river. get the same analysis. Their long-time records show a small, but reasonably consistent quality improvement from the mile of flow thru the outfall ditch.

They have also been testing the river itself for DO for the past year or so. Tests are taken at several stations starting above their outfall and extending well down into the ship channel where it passes thru the lake. The results are interesting, may be of so help to us, but will require more study than we had time for on this visit.

SURVEY DATA:	North Ditch	Accellator
Average Flow, Jan.-Oct.'67: Gpm	750	1580
At Time of Survey		
Flow: Gpm	720	1900
pH	7.2	8.6
DO	2.0	—
°F	102	91

DO was not run on the Accellator outflow because their records always show an Immediate Oxygen Demand 9due to sulfides). We didn't test or sample the outfall ditch at the river, which is their permit control point, because the difficult access would have taken about two hours and it was already 5 pm. Samples from the other two streams were shipped to the D of H.

The North Ditch was turbid, but carried very little visible oil and had no odor. The Accellator outflow was, at this particular time, very turbid, with large but non-settling flocs and quite dark. This is an "upset", but not uncommon, condition. The pH had jumped during the previous hour from a consistent 8.0 all day to the 8.6 which we found. In my own experience, this will upset any flocculation settling unit. We shall check these streams again when the clarifier is running normally at our first opportunity.

PLANS FOR THE FUTURE: During the next year or so, they plan to:

1. Instal facilities for recovering the emulsufing compounds from the Detergent Plant waste water and putting this water into the Accellator system.
2. Arrange to pump demineralizer wastes into the Accellator system.
3. Provide facilities for feeding the FCC sour water (high in sulfide and phenolics) to the crude unit desalter where much of these contaminants will be removed.
4. Replace the ineffecient earthen pit separator on the Accellator feed by a modern API separator.

RECOMMENDATIONS : None until we have had more extensive study.

Marshall Elliott

Marshall Elliott
November 3, 1967

BPSLC_00000323

AOGCC PHASE 2

Document Search Notebook:

ATRECO REFINERY
Port Arthur, TX

EPA Notification of Hazardous Waste Site

TXS-000-001-545 000979

United States Environmental Protection Agency Washington DC 20460

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies.

* There are no records of waste handling at this site. However, a refinery was operated at the site. It was common industry practice to dispose of wastes on plant grounds. We may have followed prevailing disposal practices. Such wastes may have been considered hazardous under RCRA regulations.

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name: ARCO PETROLEUM PRODUCTS Company (1)

Street: 515 South Flower Street

(1) A Division of Atlantic Richfield Company, Los Angeles, California

City: Los Angeles State: CA Zip Code: 90071

B Site Location: TXD 98-062-3581

Enter the common name (if known) and actual location of the site.

Name of Site: Port Arthur Refinery

Street:

City: Groves County: State: TX Zip Code: 77619

or TX04588

HAZ-TX10305

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title): Pope, Arthur F., Mgr., Envir. Policy & Planning

Phone: (213) 486-1913

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year): 1937 To (Year): 1969

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in item I—Description of Site.

General Type of Waste: Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☐ Organics
2. ☐ Inorganics
3. ☐ Solvents
4. ☐ Pesticides
5. ☐ Heavy metals
6. ☐ Acids
7. ☐ Bases
8. ☐ PCBs
9. ☐ Mixed Municipal Waste
10. ☐ Unknown
11. ☒ Other (Specify) Unknown wastes from petroleum refining and related activities

Source of Waste: Place an X in the appropriate boxes.

1. ☐ Mining
2. ☐ Construction
3. ☐ Textiles
4. ☐ Fertilizer
5. ☐ Paper/Printing
6. ☐ Leather Tanning
7. ☐ Iron/Steel Foundry
8. ☐ Chemical, General
9. ☐ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☐ Transformers
13. ☐ Utility Companies
14. ☐ Sanitary/Refuse
15. ☐ Photofinish
16. ☐ Lab/Hospital
17. ☐ Unknown
18. ☒ Other (Specify) Petroleum refining and related activities

Option 2: This option is available to persons familiar with the Resource Conservation and Recovery Act (RCRA) Section 3001 regulations (40 CFR Part 261).

Specific Type of Waste:
EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter the appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the site is located.

Form Approved
OMB No. 2000-0138

EPA Form 3900-1

ATR000000182

00028

BPSLC_00000325

EPA

POTENTIAL HAZARDOUS WASTE SITE LOG

SITE NUMBER: TX 10308

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

SITE NAME AND STREET ADDRESS (or other identifier): Arco Petroleum Prod. Co. - Pt. Arthur Refinery

CITY: Groves | STATE: TX | ZIP CODE: 77619

SUMMARY OF POTENTIAL OR KNOWN PROBLEM

Dupl of TX 4588

ITEM	DATE OF DETERMINATION OR COMPLETION	RESPONSIBLE ORGANIZATION OR INDIVIDUAL (EPA, State, Contractor, Other)	PERSON MAKING ENTRY TO LOG FORM	DATE ENTERED ON LOG (mo,day,yr)
1. IDENTIFICATION OF POTENTIAL PROBLEM	11-1-82	SFN	[illegible]	11-1-82
2. PRELIMINARY ASSESSMENT				
APPARENT SERIOUSNESS OF PROBLEM:	☐ HIGH	☐ MEDIUM	☐ LOW	☐ NONE ☐ UNKNOWN
3. SITE INSPECTION				
4. EPA TENTATIVE DISPOSITION (check appropriate item(s) below)				
☐ a. NO ACTION NEEDED				
☐ b. INVESTIGATIVE ACTION NEEDED				
☐ c. REMEDIAL ACTION NEEDED				
☐ d. ENFORCEMENT ACTION NEEDED				
5. EPA FINAL STRATEGY DETERMINATION (check appropriate item(s) below)				
☐ a. NO ACTION NEEDED				
☐ b. REMEDIAL ACTION NEEDED				
☐ c. REMEDIAL ACTION NEEDED BUT, NO RESOURCES AVAILABLE				
☐ d. ENFORCEMENT ACTION NEEDED				
☐ (1) CASE DEVELOPMENT PLAN PREPARED				
☐ (2) ENFORCEMENT CASE FILED OR ADMINISTRATIVE ORDER ISSUED				
6. STRATEGY COMPLETED				

EPA Form T2070-1 (R.12-79) PREVIOUS EDITION MAY BE USED

File in TX 4588 (160)

EPA POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION

REGION 6 | SITE NUMBER TX 10308

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

A. SITE NAME: Arco Petro. Prod. Co - Port Arthur Refinery

B. STREET (or other identifier): Unknown

C. CITY: Groves

D. STATE: TX

E. ZIP CODE: 77619

F. COUNTY NAME: Jefferson 245

G. OWNER/OPERATOR (if known)
NAME

2. TELEPHONE NUMBER

H. TYPE OF OWNERSHIP (if known)
☐ 1. FEDERAL ☐ 2. STATE ☐ 3. COUNTY ☐ 4. MUNICIPAL ☐ 5. PRIVATE ☐ 6. UNKNOWN

I. SITE DESCRIPTION

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)
SF TXS 1545

K. DATE IDENTIFIED (mo., day, & yr.)

L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM

~~TXD 980623581~~

Dupl TX04588

M. PREPARER INFORMATION
1. NAME: [illegible] LAW-SE

2. TELEPHONE NUMBER: 214/767-3274

3. DATE (mo., day, & yr.): 7-29-82

EPA Form 2070-8 (5-80)

EPA Notification of Hazardous Waste Site

JUN 17 1981

United States Environmental Protection Agency
Washington DC 20460

TXS-000-001-540 5 000979 6AEP

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies.

* There are no records of waste handling at this site. However, a refinery was operated at the site. It was common industry practice to dispose of wastes on plant grounds. We may have followed prevailing disposal practice. ~~Such wastes may have been consider~~ed hazardous under RCRA regulations.

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name: ARCO PETROLEUM PRODUCTS Company (1)

Street: 515 South Flower Street

City: Los Angeles State: CA Zip Code: 90071

(1) A Division of Atlantic Richfield Company, Los Angeles, California

B Site Location: TXD 98-062-3581

Enter the common name (if known) and actual location of the site.

Name of Site: Port Arthur Refinery

Street:

City: Groves County: State: TX Zip Code: 77619

cc TX04588 HAZ-TX10358

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title): Pope, Arthur F., Mgr., Envir. Policy & Planning

Phone: (213) 486-1913

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year): 1937 To (Year): 1969

no comments found in the file

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in Item I—Description of Site.

General Type of Waste: Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☐ Organics
2. ☐ Inorganics
3. ☐ Solvents
4. ☐ Pesticides
5. ☐ Heavy metals
6. ☐ Acids
7. ☐ Bases
8. ☐ PCBs
9. ☐ Mixed Municipal Waste
10. ☐ Unknown
11. ☒ Other (Specify) Unknown wastes from petroleum refining and related activities

Source of Waste: Place an X in the appropriate boxes.

1. ☐ Mining
2. ☐ Construction
3. ☐ Textiles
4. ☐ Fertilizer
5. ☐ Paper/Printing
6. ☐ Leather Tanning
7. ☐ Iron/Steel Foundry
8. ☐ Chemical, General
9. ☐ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☐ Transformers
13. ☐ Utility Companies
14. ☐ Sanitary/Refuse
15. ☐ Photofinish
16. ☐ Lab/Hospital
17. ☐ Unknown
18. ☒ Other (Specify) Petroleum refining and related activities.

Option 2: This option is available to persons familiar with the Resource Conservation and Recovery Act (RCRA) Section 3001 regulations (40 CFR Part 261).

Specific Type of Waste: EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter the appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the site is located.

Form Approved
OMB No. 2000-0138

EPA Form 3900-1

Notification of Hazardous Waste Sit

Side Two

F Waste Quantity:

Place an X in the appropriate boxes to indicate the facility types found at the site.

In the "total facility waste amount" space give the estimated combined quantity (volume) of hazardous wastes at the site using cubic feet or gallons.

In the "total facility area" space, give the estimated area size which the facilities occupy using square feet or acres.

Facility Type

1. ☐ Piles
2. ☐ Land Treatment
3. ☒ Landfill
4. ☐ Tanks
5. ☐ Impoundment
6. ☒ Underground Injection
7. ☐ Drums, Above Ground
8. ☐ Drums, Below Ground
9. ☒ Other (Specify) Unknown

Total Facility Waste Amount

cubic feet Unknown

gallons

Total Facility Area

square feet Unknown

acres

G Known, Suspected or Likely Releases to the Environment:

Place an X in the appropriate boxes to indicate any known, suspected, or likely releases of wastes to the environment.

☐ Known ☐ Suspected ☐ Likely ☐ None
☒ Unknown

Note: Items H and I are optional. Completing these items will assist EPA and State and local governments in locating and assessing hazardous waste sites. Although completing the items is not required, you are encouraged to do so.

H Sketch Map of Site Location: (Optional)

Sketch a map showing streets, highways, routes or other prominent landmarks near the site. Place an X on the map to indicate the site location. Draw an arrow showing the direction north. You may substitute a publishing map showing the site location.

I Description of Site: (Optional)

Describe the history and present conditions of the site. Give directions to the site and describe any nearby wells, springs, lakes, or housing. Include such information as how waste was disposed and where the waste came from. Provide any other information or comments which may help describe the site conditions.

SEE top of [illegible] page

J Signature and Title:

The person or authorized representative (such as plant managers, superintendents, trustees or attorneys) of persons required to notify must sign the form and provide a mailing address (if different than address in item A). For other persons providing notification, the signature is optional. Check the boxes which best describe the relationship to the site of the person required to notify. If you are not required to notify check "Other".

Name Arthur F. Pope, Mgr., Envir. Policy & Planning

Street 515 South Flower Street

City Los Angeles State CA Zip Code 90071

Signature Arthur F. Pope Date 6/8/81

☐ Owner, Present
☐ Owner, Past
☐ Transporter
☐ Operator, Present
☒ Operator, Past
☐ Other

EPA

POTENTIAL HAZARDOUS WASTE SITE
IDENTIFICATION AND PRELIMINARY ASSESSMENT

REGION	SITE NUMBER (to be assigned by Hq)
VI	TX 2674

NOTE: This form is completed for each potential hazardous waste site to help set priorities for site inspection. The information submitted on this form is based on available records and may be updated on subsequent forms as a result of additional inquiries and on-site inspections.

GENERAL INSTRUCTIONS: Complete Sections I and III through X as completely as possible before Section II *(Preliminary Assessment)*. File this form in the Regional Hazardous Waste Log File and submit a copy to: U.S. Environmental Protection Agency; Site Tracking System; Hazardous Waste Enforcement Task Force *(EN-335)*; 401 M St., SW; Washington, DC 20460.

I. SITE IDENTIFICATION

A. SITE NAME: BP OIL COMPANY

B. STREET *(or other identifier)*: P. O. Box 849*

C. CITY: Port Arthur

D. STATE: TX

E. ZIP CODE: 77640

F. COUNTY NAME: Jefferson

G. OWNER/OPERATOR *(if known)*
1. NAME: American Petrofina
Ken Suiter, Plant Manager
2. TELEPHONE NUMBER: 713/962-4421

H. TYPE OF OWNERSHIP
☐ 1. FEDERAL ☐ 2. STATE ☐ 3. COUNTY ☐ 4. MUNICIPAL ☒ 5. PRIVATE ☐ 6. UNKNOWN

I. SITE DESCRIPTION: BP Oil Co., was transferred to American Petrofina in July 1973. Form T2070-2 has been completed for American Petrofina, Hazsit, TX 4588 and is located in EPA Region VI files.

J. HOW IDENTIFIED *(i.e., citizen's complaints, OSHA citations, etc.)*:

K. DATE IDENTIFIED *(mo., day, & yr.)*:

L. PRINCIPAL STATE CONTACT
1. NAME: David Buchanan, TDWR District 6
2. TELEPHONE NUMBER: 713/883-2973

II. PRELIMINARY ASSESSMENT *(complete this section last)*

A. APPARENT SERIOUSNESS OF PROBLEM
☐ 1. HIGH ☐ 2. MEDIUM ☐ 3. LOW ☐ 4. NONE ☒ 5. UNKNOWN

B. RECOMMENDATION
☐ 1. NO ACTION NEEDED *(no hazard)*
☐ 2. IMMEDIATE SITE INSPECTION NEEDED
a. TENTATIVELY SCHEDULED FOR:
b. WILL BE PERFORMED BY:
☐ 3. SITE INSPECTION NEEDED
a. TENTATIVELY SCHEDULED FOR:
b. WILL BE PERFORMED BY:
☐ 4. SITE INSPECTION NEEDED *(low priority)*

Insufficient data in state files to determine whether potential hazard exist.

C. PREPARER INFORMATION
1. NAME: Barry Nash *Barry Nash*
2. TELEPHONE NUMBER: 214/742-6602
3. DATE *(mo., day, & yr.)*: Nov. 11, 1980

III. SITE INFORMATION

A. SITE STATUS
☐ 1. ACTIVE *(Those industrial or municipal sites which are being used for waste treatment, storage, or disposal on a continuing basis, even if infrequently.)*
☐ 2. INACTIVE *(Those sites which no longer receive wastes.)*
☐ 3. OTHER *(specify)*: *(Those sites that include such incidents like "midnight dumping" where no regular or continuing use of the site for waste disposal has occurred.)*

B. IS GENERATOR ON SITE?
☐ 1. NO ☐ 2. YES *(specify generator's four-digit SIC Code)*:

C. AREA OF SITE *(in acres)*:

D. IF APPARENT SERIOUSNESS OF SITE IS HIGH, SPECIFY COORDINATES
1. LATITUDE *(deg.—min.—sec.)*:
2. LONGITUDE *(deg.—min.—sec.)*:

E. ARE THERE BUILDINGS ON THE SITE?
☐ 1. NO ☐ 2. YES *(specify)*:

T2070-2 (10-79) *Site at NW corner of 87 and FM 366

Continue On Reverse

Continued From Front

IV. CHARACTERIZATION OF SITE ACTIVITY

Indicate the major site activity*(ies)* and details relating to each activity by marking 'X' in the appropriate boxes.

A. TRANSPORTER	B. STORER	C. TREATER	D. DISPOSER
1. RAIL	1. PILE	1. FILTRATION	1. LANDFILL
2. SHIP	2. SURFACE IMPOUNDMENT	2. INCINERATION	2. LANDFARM
3. BARGE	3. DRUMS	3. VOLUME REDUCTION	3. OPEN DUMP
4. TRUCK	4. TANK, ABOVE GROUND	4. RECYCLING/RECOVERY	4. SURFACE IMPOUNDMENT
5. PIPELINE	5. TANK, BELOW GROUND	5. CHEM./PHYS. TREATMENT	5. MIDNIGHT DUMPING
6. OTHER *(specify)*:	6. OTHER *(specify)*:	6. BIOLOGICAL TREATMENT	6. INCINERATION
		7. WASTE OIL REPROCESSING	7. UNDERGROUND INJECTION
		8. SOLVENT RECOVERY	8. OTHER *(specify)*:
		9. OTHER *(specify)*:	

E. SPECIFY DETAILS OF SITE ACTIVITIES AS NEEDED

V. WASTE RELATED INFORMATION

A. WASTE TYPE

[X] 1. UNKNOWN [ ] 2. LIQUID [ ] 3. SOLID [ ] 4. SLUDGE [ ] 5. GAS

B. WASTE CHARACTERISTICS

[X] 1. UNKNOWN [ ] 2. CORROSIVE [ ] 3. IGNITABLE [ ] 4. RADIOACTIVE [ ] 5. HIGHLY VOLATILE
[ ] 6. TOXIC [ ] 7. REACTIVE [ ] 8. INERT [ ] 9. FLAMMABLE

[ ] 10. OTHER *(specify)*:

C. WASTE CATEGORIES

1. Are records of wastes available? Specify items such as manifests, inventories, etc. below.

2. Estimate the amount*(specify unit of measure)* of waste by category; mark 'X' to indicate which wastes are present.

a. SLUDGE	b. OIL	c. SOLVENTS	d. CHEMICALS	e. SOLIDS	f. OTHER
AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE
'X' (1) PAINT, PIGMENTS	'X' (1) OILY WASTES	'X' (1) HALOGENATED SOLVENTS	'X' (1) ACIDS	'X' (1) FLYASH	'X' (1) LABORATORY PHARMACEUT.
(2) METALS SLUDGES	(2) OTHER *(specify)*:	(2) NON-HALOGNTD. SOLVENTS	(2) PICKLING LIQUORS	(2) ASBESTOS	(2) HOSPITAL
(3) POTW		(3) OTHER *(specify)*:	(3) CAUSTICS	(3) MILLING/ MINE TAILINGS	(3) RADIOACTIVE
(4) ALUMINUM SLUDGE			(4) PESTICIDES	(4) FERROUS SMLTG. WASTES	(4) MUNICIPAL
(5) OTHER *(specify)*:			(5) DYES/INKS	(5) NON-FERROUS SMLTG. WASTES	(6) OTHER *(specify)*:
			(6) CYANIDE	(6) OTHER *(specify)*:	
			(7) PHENOLS		
			(8) HALOGENS		
			(9) PCB		
			(10) METALS		
			(11) OTHER *(specify)*		

 Continue On Page 3

BPSLC_00000335

Continued From Page 2

V. WASTE RELATED INFORMATION *(continued)*

3. LIST SUBSTANCES OF GREATEST CONCERN WHICH MAY BE ON THE SITE *(place in descending order of hazard)*.

Unknown

4. ADDITIONAL COMMENTS OR NARRATIVE DESCRIPTION OF SITUATION KNOWN OR REPORTED TO EXIST AT THE SITE.

VI. HAZARD DESCRIPTION

A. TYPE OF HAZARD	B. POTENTIAL HAZARD *(mark 'X')*	C. ALLEGED INCIDENT *(mark 'X')*	D. DATE OF INCIDENT *(mo., day, yr.)*	E. REMARKS
1. NO HAZARD				
2. HUMAN HEALTH				
3. NON-WORKER INJURY/EXPOSURE				
4. WORKER INJURY				
5. CONTAMINATION OF WATER SUPPLY				
6. CONTAMINATION OF FOOD CHAIN				
7. CONTAMINATION OF GROUND WATER				
8. CONTAMINATION OF SURFACE WATER				
9. DAMAGE TO FLORA/FAUNA				
10. FISH KILL				
11. CONTAMINATION OF AIR				
12. NOTICEABLE ODORS				
13. CONTAMINATION OF SOIL				
14. PROPERTY DAMAGE				
15. FIRE OR EXPLOSION				
16. SPILLS/LEAKING CONTAINERS/ RUNOFF/STANDING LIQUIDS				
17. SEWER, STORM DRAIN PROBLEMS				
18. EROSION PROBLEMS				
19. INADEQUATE SECURITY				
20. INCOMPATIBLE WASTES				
21. MIDNIGHT DUMPING				
22. OTHER *(specify)*:				

 Continue On Reverse

BPSLC_00000336

VII. PERMIT INFORMATION

A. INDICATE ALL APPLICABLE PERMITS HELD BY THE SITE.

☐ 1. NPDES PERMIT ☐ 2. SPCC PLAN ☐ 3. STATE PERMIT *(specify)*: _____

☐ 4. AIR PERMITS ☐ 5. LOCAL PERMIT ☐ 6. RCRA TRANSPORTER

☐ 7. RCRA STORER ☐ 8. RCRA TREATER ☐ 9. RCRA DISPOSER

☐ 10. OTHER *(specify)*: _____

B. IN COMPLIANCE?

☐ 1. YES ☐ 2. NO ☐ 3. UNKNOWN

4. WITH RESPECT TO *(list regulation name & number)*: _____

VIII. PAST REGULATORY ACTIONS

☐ A. NONE ☐ B. YES *(summarize below)*

IX. INSPECTION ACTIVITY *(past or on-going)*

☐ A. NONE ☐ B. YES *(complete items 1,2,3, & 4 below)*

1. TYPE OF ACTIVITY	2. DATE OF PAST ACTION *(mo., day, & yr.)*	3. PERFORMED BY: *(EPA/State)*	4. DESCRIPTION

X. REMEDIAL ACTIVITY *(past or on-going)*

☐ A. NONE ☐ B. YES *(complete items 1, 2, 3, & 4 below)*

1. TYPE OF ACTIVITY	2. DATE OF PAST ACTION *(mo., day, & yr.)*	3. PERFORMED BY: *(EPA/State)*	4. DESCRIPTION

NOTE: Based on the information in Sections III through X, fill out the Preliminary Assessment *(Section II)* information on the first page of this form.

BPSLC_00000337

PERMIT NO. 00491

PAGE NO. 1. This page supersedes and replaces page 1 of Permit issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1108 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7621d-1, Vernon's Texas Civil Statutes

I. Name of Permittee B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C

1. Name
2. Address P. O. Box 849
3. City Port Arthur, Texas 77640

II. Type of Permit: Regular Interlocutory Order of the Board for Permit No. 00491 Amended

III. Nature of Business Producing Waste
Petroleum Refinery

IV. General Description and Location of Waste Disposal System
Description: Existing Facilities - API separator, holding (equalization) b and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by add final clarifier and sludge return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 36 Northeast of the City of Groves, Jefferson County, Texas.

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on t verse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste - Process wastewater - 80%; cooling water - 15 Boiler blowdown - 5%.

Volume: Average 3,000,000 gallons per day; not to exceed 3,500,000 gallons day; not to exceed 2,400 gallons per minute.

Quality: Samples to be taken at point of discharge. Effluent quality requ ments for Second Phase Improvements:

QUALITY CONTINUED - SEE ATTACHMENT I

Point of Discharge: Through a 24" pipe into a company-owned boat canal adj to the plant site in Jefferson County, Texas; thence into the Neches River the Neches River Basin.

2. Special Provisions
SEE ATTACHMENT I

3. This permit becomes effective December 31, 1972 and is valid until amended or revoked by the

ISSUED this 30th day of April 1969

Also see Attachment "A" to Page 1.

Executive Director

For the Board

Quality continued:

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individua Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	30	40	60
Volatile Suspended Solids, mg/l	20	30	50
Settleable Matter, mg/l	20	30	40
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mg/l	40	50	75
Chemical Oxygen Demand, mg/l	150	200	250
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	40	50	75
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiv water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cau foaming or frothing of a persistent nature in t receiving waters.

SPECIAL PROVISIONS:

All domestic sewage shall be collected and pumped to the City of Port Arthur sewerage system for treatment. This provision is exclusive of small septic tank installations in remote areas of the refinery property.

A flow measuring device and readily accessible sampling point shall be provided and maintained by the permittee.

This is an interlocutory order of the Board granting a Regular Permit for Outlet No. C on an interim basis. This order and that part of the application covering Outlet No. C pursuant to which it is issued are continued on the docket of the Board for further consideration and action. The permittee is directed to proceed to provide for treatment of the wastes in a manner consistent with the best practice in the field of activity in which permittee is engaged, under the conditions applicable to permittee. In achieving this standard of treatment, the permittee shall be guided by the effluent quality objectives set forth above. By December 31, 1972 and prior to the issuance of a final order, the Board will review this matter further. At that time, the Board plans to amend the terms and conditions of this permit so that the maximum allowable concentrations which will be authorized in the effluent will not exceed those set forth above. The Board reserves the right, however, to impose other or different terms and conditions than those specified above.

The effluent quality objectives set forth above shall be complied with by December 31, 1972. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Attachment A, effective July 1, 1970. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall continue submitting quarterly progress reports begun on January 1, 1970 until final action by the Board.

Attachment "A"

NAME OF PERMITTEE: B[illegible] Corporation (Formerly Atlan[illegible] Richfield Company) - Outlet C
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Interlocutory Order of the Board for Permit #00491

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Existing Facilities - API separator, holding (equalization) basin and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by adding final clarifier and sludge return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character:

Process wastewater	- 80%
Cooling water	- 15%
Boiler Blowdown	- 4.5%
Septic tank effluent	- 0.5%

Volume: Average 3,000,000 Gallons per Day; Maximum 3,500,000 Gallons per Day; Maximum 2,440 Gallons per Minute

Quality: Samples to be taken at point of discharge. Effluent quality requirements for First Phase Improvements:

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	300	400	500
Volatile Suspended Solids, mg/l	200	300	400
Settleable Matter, mg/l	200	300	400
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mg/l	60	80	100
Chemical Oxygen Demand, mg/l	300	350	400
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	60	75	150
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

[illegible] in such amounts that will cause

Point of Discharge: Through a 24" pipe into a company-owned boat canal adjacent to the plant site in Jefferson County, Texas; thence into the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

All domestic sewage is presently treated in septic tanks and the effluent is discharged with process wastewaters. As a part of the First Phase improvements, the effluent from all large septic tanks will be collected and pumped to the City of Port Arthur sewer system for treatment. Completion date for First Phase: July 1, 1970. The effluent quality objectives set forth above shall be complied with by July 1, 1970. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Page No. 1 issued March 4, 1963. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall submit quarterly progress reports on the waste treatment improvements beginning January 1, 1970 until final action by the Board.

This permit becomes effective January 1, 1970 and is valid until superseded by the terms and conditions which become effective December 31, 1972.

PERMIT NO. 00491

PAGE NO. 2. This page supplements Permit No. 00491 issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1103 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7621d-1, Vernon's Texas Civil Statutes

I. Name of Permittee B. P. Corporation (Formerly Atlantic Richfield Company) Outlet A

1. Name
2. Address P. O. Box 849
3. City Port Arthur, Texas 77640

II. Type of Permit: Regular_____ Amended Amendment

III. Nature of Business Producing Waste
Petroleum Refinery

IV. General Description and Location of Waste Disposal System

Description: Open drainage ditch - no treatment provided.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366 Northeast of the City of Groves, Jefferson County, Texas

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on the verse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste (Nonoily storm water runoff)

Volume: Average variable with rainfall; not to exceed 46,000,000 gallons per day; not to exceed 31,900 gallons per minute.

Quality: Essentially uncontaminated storm runoff.

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

2. Special Provisions
A readily accessible sampling point shall be provided and maintained by the permittee.

3. This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

ISSUED this 30th day of April, 1969

Executive Director

For the Board

PERMIT NO. 00491

PAGE NO. 3. This page supplements Permit No. 00491 issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1108 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7021d-1, Vernon's Texas Civil Statutes

I. Name of Permittee

1. Name: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet B
2. Address: P. O. Box 849
3. City: Port Arthur, Texas 77640

II. Type of Permit: Regular _____ Amended xxx

III. Nature of Business Producing Waste

Petroleum Refinery

IV. General Description and Location of Waste Disposal System

Description: Open drainage ditch - no treatment provided.

Location: North of the intersection of U.S. Highway 87 and F. M. Highway 36 Northeast of the City of Groves, Jefferson County, Texas.

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on the verse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste - Once-through cooling water - 97%; Boiler wate treatment discharge - 3% (percentages based on dry-weather flow) Non-oily storm water runoff.

Volume: Average (dry weather) 1,800,000 gallons per day; not to exceed (wet weather) 78,000,000 gallons per day; not to exceed (wet weather) 54,000 gal per minute.

Quality: Samples to be taken at point of discharge. Effluent quality requi ments for dry-weather flow:

QUALITY CONTINUED - SEE ATTACHMENT FOR PAGE 3

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

2. Special Provisions

SEE ATTACHMENT FOR PAGE 3

3. This permit becomes effective April 24, 1969 and is valid until amended or revoked by the B

ISSUED this 30th day of April, 1969

Executive Director

For the Board

WQ-1

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	6.2-8.5	6.0-9.0	5.5-9.5
Total Residue, mg/l	*4,000	*5,000	*6,000
Oil and Grease, mg/l	10	12	15
Free or Floating Oil	None	None	None
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cause foaming or frothing of a persistent nature in the receiving waters.

*Above levels in intake water (Neches River and Lower Neches Valley Authority Canal)

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

PERMIT NO. 00491

PAGE NO. 4 This page supplements Permit No. 00491 issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1103 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7621d-1, Vernon's Texas Civil Statutes

I. Name of Permittee B. P. Corporation (Formerly Atlantic Richfield Company) - Outlets D & E

1. Name
2. Address P. O. Box 849
3. City Port Arthur, Texas 77640

II. Type of Permit: Regular _____ Amended XXX

III. Nature of Business Producing Waste

Petroleum Refinery

IV. General Description and Location of Waste Disposal System

Description: Oil separators with skimmers in drainage ditches from tank farm areas. All dry-weather flow to be pumped to treatment facilities (Outlet C)

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas.

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on the reverse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste - Cooling water - 1%; Storm runoff - 99%.

Volume: Outlet D - Average (None during dry weather)
Maximum 108,000,000 gpd (wet weather)
Maximum 75,000 gpm (wet weather)
Outlet E - Average (None during dry weather)
Maximum 235,000 gpd (wet weather)
Maximum 163,000 gpm (wet weather)

Point of Discharge: Through open ditches on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

2. Special Provisions

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

3. This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

ISSUED this 30th day of April, 1969

Executive Director

For the Board

W/C.

ARCO

Internal Correspondence
Environmental Remediation

Date: September 2, 1994

Subject: **PORT ARTHUR/AMERICAN PETROFINA**

From: M. C. McAnulty M.C.M

To: S. M. Perrell

Summary of Historical Information

The present-day Port Arthur/FINA refinery was built by Atlantic Refining in 1937. (Prior to 1930, and probably as early as 1928, an Atlantic Pipe Line Company terminal occupied the site.) The refinery replaced the earlier Pittsburgh, Brunswick and Franklin refineries. In its original configuration, the refinery had a capacity of 22,700 barrels of crude per day. The first process units consisted of a combination crude distillation and thermal cracking unit, with a thermal polymerization unit tied to it. Additionally, there were two naphtha sweetening units. Crude for the refinery was shipped via a pipeline. The primary products of the refinery, with the exception of the World War II era, were gasoline, medium heating oil, and fuel oil. Products were shipped from the refinery via tankers that were loaded at the Atreco dock. In 1942, the thermal polymerization unit was converted to a catalytic polymerization unit used to manufacture cumene, a component of aviation gasoline. A fluid catalytic cracking unit was added in 1943, along with a hydrofluoric acid alkylation unit and an aviation gasoline blending plant. Butylene, used in the manufacture of synthetic rubber, was also produced here.

At the end of World War II, production for the civilian market resumed. The alkylation unit was shut down, and the fluid catalyst unit resumed manufacture of motor gasoline. In 1946, the combination unit was modified, eliminating the thermal cracking process. Production capacity at this point was 30,000 barrels per day (see attachment 1).

In 1963, two additional units were added at the refinery: a new pipe still and a furnace oil treating unit. Refinery capacity at this point was 83,000 barrels per day.

In 1969, concurrent with the Atlantic and Richfield merger, the refinery was sold to British Petroleum (BP). The sales agreement includes language providing for indemnification by ARCO of British Petroleum and its subsidiaries. In 1973, the refinery was transferred by Standard Oil of Ohio to American Petrofina (FINA). The details of this transaction are not available.

In 1981, ARCO filed a CERCLA 103(c) Notice of Hazardous Waste Site form with the EPA. The form stated that ARCO has no record of waste disposal practices at the site, but that on-site disposal was a common industry practice during the time that Atlantic operated the refinery.

On March 3, 1989, ARCO received a letter from American Petrofina (see attachment 2) regarding environmental issues that it believed to be related to Atlantic's period of operation. ARCO responded by requesting additional information. American Petrofina in turn submitted copies of the notification sent to the Texas Water Commission (attachment 3). The area of concern was located in the vicinity of the API separator and what was then the equalization basin (formerly Atlantic's separator basin). The letter alludes to interviews with employees from the 1950's and 1960's who were familiar with disposal practices at the refinery. Purportedly, the area had been used by both Atlantic and BP for disposal. Sampling data is also included. Contaminants of concern included lead and naphthalene.

Subsequently, FINA sent ARCO a second letter (attachment 4) regarding additional contamination. In this instance, FINA had found three discarded storage tanks outside of the flood levee, located adjacent to the site. The tanks, of about 100 barrel capacity, were found to contain Aluminum Chloride sludge. This was determined to be a by-product of a process that manufactured detergent alkylate (used in the manufacture of laundry detergent). This area was also a suspected on-site disposal area.

Subsequently, in April of 1990, FINA sent ARCO a third letter stating that it had found seven apparent solid-waste management units, five of which it believed were the responsibility of former owners. Our files do not include any correspondence regarding the final disposition of this matter (R. W. Simmons was involved, he may be a good source of information).

ARCO had RETEC prepare a "Summary of Past Waste Management Practices Report" in 1989. The report includes a summary of both the EPA and Texas Water Commission (TWC) files. In summarizing the TWC files, mention is made of 14 separate waste management units. Those that may be of interest to ARCO include the following:

1. A Separator (present in the 1938 aerial photograph)

2. An Accelerator used to remove additional oil from the waste water that had passed through the Separator (this was added in 1967).

3. An injection well used to dispose of Hydrochloric Acid (used from 1964 through 1979)

4. Two sludge disposal pits (no location is given, other than that they are "in the marshes").

The summary of the EPA's activity at the site includes a copy of a Visual Site Inspection report of the facility that took place in 1986. During the inspection, ten solid waste management units were evaluated. The agency determined that six of the units warranted a RCRA Facility Investigation. All six of these units were features added to the refinery after its sale to BP.

A Phase I investigation of the site was performed by ERI in 1993, but provides little detail regarding conditions at the site. Aerial photographs taken during Atlantic's ownership of the site depict expansion of the facility over time. Also evident are several dark areas that may be evidence of past disposal activity.

Recent Events

American Petrofina has continued to operate the refinery. In 1991 a $240,000,000 expansion of the refinery was begun. Record rainfall at the site resulted in civil penalties being levied against the company because of noncompliance with the refinery's NPDES permit. American Petrofina attributed the violations to conditions caused by the expansion program. In 1994, American Petrofina pleaded guilty to criminal charges of negligently discharging oil into the Neches River during 1992. Subsequent to these discharges, the company embarked upon a $2,500,000 remediation effort at the facility, the scope of which is not known. In April 1993, a fire took place at the refinery. As recently as 1993, American Petrofina was attempting to sell a 50% share in the refinery to a group of Saudi investors.

DEC 11 1986

11 PM 3:28

RFUND BRANCH

Superfund File

MEMORANDUM

Subject: Transmittal of Visual Site Inspection Summary

From: Erlece P. Allen, Chief
Technical Section (6H-CT)

To: William K. Honker, Chief
Permit Section (6H-CP)

Attached please find a copy of the following Visual Site Inspection Summary:

* Facility Name: Fina Oil and Chemical Co. (American Petrofina)
* EPA ID Number: TXD065099160

Please advise us if more information is required and/or if you need further assistance.

Attachment

cc: Sam Becker (6H-C)

bcc: B. Taylor (6H-CE)
G. Reiter (6H-HO)
✓M. McGee (6H-ES)

6H-CT:TWinkle:tst:12/8/86:Disk #4:FILE CODE:

6H-CT	6H-CT	6H-CT
VWright	LBoada	EAllen

RCRA VISUAL SITE INSPECTION EVALUATION
Region VI, Technical Compliance Section

FACILITY'S NAME(S): Fina Oil and Chemical Co. (American Petrofina)

EPA ID NUMBER: TXD065099160

ADDRESS: Hwy. 366 and 32nd St.

LOCATION: Port Arthur, Texas

FACILITY CONTACT: Kieth Pardue PHONE: (713) 962-4421

SITE DESCRIPTION: Petroleum Refinery

PREPARED BY: Kristina LaRue DATE PREPARED: September 4, 1986

REVEIWED BY: Tanga Winkle DATE PREPARED: December 9, 1986

ANTICIPATED DRAFT PERMIT: 1st Quarter FY87

ANY ON-GOING STATE/FED 264, 265, 270 CORRECTIVE ACTION OR CERCLA: None

DATE OF INSPECTION: September 11, 1986

DOES FACILITY HAVE CERCLA SITES YES X NO ____

TYPE OF DRINKING WATER SUPPLY IN 3-MILE RADIUS: Unable to determine from information contained in the VSI.

TARGET POPULATION WITHIN 3-MILE RADIUS: Citizens of Groves and Port Arthur, Texas; approximately 50,000.

RECOMMENDATIONS: ____ SV X RI ____ IM ____ No Further Action under RFA

X 3004(u) ____ 3007

Possible Enforcement Action: ____ 3008(a) ____ 3008(h)

Form: 8/11/86

I. Visual Site Inspection

A. Purpose

* Verify PR Information
* Identify additional releases
* Assess Condition of Solid Waste Management Units (SWMU)
* Aid in identifying Facility Releases
* Assess need for Sampling
* Determine Sampling Locations

B. NUMBER OF SWMU INVESTIGATED DURING THE VSI: 10

	LIST OF SWMU	REGULATED BY RCRA*	STATUS**	SUBJECT TO GWM*** SUBPART F
1)	Landfarm	No	I	No
2)	Below Grade Tank (Unit 3)	Yes	I	?
3)	Surface Impoundment (Unit 1)	Yes	A	Yes
4)	Container Storage Area (Unit 4)	No	A	No
5)	Oily Water Basin	No	A	No
6)	API Separator	Yes	I	?
7)	Equalization Basin	No	A	No
8)	Surge Basin	No	I	No
9)	Biological Treatment Aeration Pond	No	A	No
10)	Stormwater Retention Basin	No	A	No

C. NUMBER OF SWMU IDENTIFIED DURING THE VSI (NOT IDENTIFIED IN THE PR): 4

	LIST OF SWMU	STATUS **
1)	API Separator	I
2)	Equalization Basin	A
3)	Oily Water Basin	A
4)	Surge Basin	I

D. NUMBER SWMU TO BE INCLUDED IN THE RI: 6
(except RCRA units subject to Subpart F)

LIST OF SWMU	RATIONALE
1) Landfarm	Insufficient information available regarding wastes which remained in place at time of closure.
2) Equalization Basin	Unit receives wastewater from the CPI separator; it is a cement basin; and has an oily black layer on top of the wastewater.

* Y-Yes
N-No

** Active or Inactive (A or I)
*** GWM-Ground Water Monitoring

LIST OF SWMU	RATIONALE
3) Oily Water Basin	Liner 95% exposed and in poor condition.
4) Surge Basin	Unit is an earthen pond; sides of the basin are black and no vegetation exists.
5) Biological Treatment Aeration Pond	Unit is a below-grade, clay-lined surface impoundment which receives waste from the equalization basin.
6) Stormwater Retention Basin	Liner bubbled up from bottom and in poor condition; receives liquids drained from Surface Impoundment (Unit 1).

E. NUMBER OF SWMU REQUIRING NO FURTHER ACTION: 3

LIST OF SWMU	RATIONALE
1) Below Grade Tank (Unit 3)	Groundwater monitoring through permit has measuring devices to monitor freeboard.
2) Surface Impoundment (Unit 1)	Unit to close according to revised closure plan. Closure to achieve clean closure.
3) API Separator	Unit to close according to revised closure plan. If cracks or leakage signs are detected, the company will perform a sampling program to test for possible releases.

F. NUMBER OF SWMU REQUIRING SAMPLING VISIT: 0

G. SUPPLEMENTAL INFORMATION ON SWMU: 1

LIST OF SWMU	CONCERNS
1) Container Storage Area (Unit 4)	Although drums are supposed to be empty, the VSI revealed that several drums were corroded and rainwater had collected in them and at least one drum was on its side with waste spilling out. TWC is issuing a letter to Fina requiring them to remove any waste spills from the concrete pad which is surrounded by a concrete berm.

H. ARE FACILITY MAPS/PHOTOS INCLUDED WITH ORIGINAL VSI REPORT? YES X NO ____

RECOMMENDATIONS:

EPA agrees with TWC that a RCRA Facility Investigation [illegible] the four units listed under Section D of this [illegible] agrees that no RFI is needed for the units listed in Sections E and G.

CONCUR: Lydia M. Boada Clista DATE: 12/9/86

(Page 2. This page supplements Permit #00491 issued March 4, 1963.)

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Co.)
Outlet A
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Amendment

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Open drainage ditch - no treatment provided.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character: Industrial Waste (Non-oily storm water runoff).

Volume: Average variable with rainfall; not to exceed 46,000,000 gallons per day; not to exceed 31,900 gallons per minute

Quality: Essentially uncontaminated storm runoff.

Point of Discharge: Through an open ditch on company-owned propert in Jefferson County, Texas; thence into a marsh area; thence approx imately one mile to the Neches River in the Neches River Basin.

SPECIAL PROVISIONS: A readily accessible sampling point shall be provided and maintained by the permittee.

This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

CAC:kb

(Page 3. This page supplements Permit #00491 issued March 4, 1963.)

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet B
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Amendment

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Open drainage ditch - no treatment provided.

Location: North of the intersection of U. S. Highway 87 and F. M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character: Industrial Waste -Once-through cooling water - 97%
Boiler water treament discharge - 3%
(percentages based on dry-weather flo
Non-oily storm water runoff

Volume: Average (dry weather) 1,800,000 gallons per day; not to exceed (wet weather) 78,000,000 gallons per day; not to exceed (wet weather) 54,000 gallons per minute

Quality: Samples to be taken at point of discharge. Effluent quality requirements for dry-weather flow:

	NOT TO EXCEED		
Item	Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	6.2-8.5	6.0-9.0	5.5-9.5
Total Residue, mg/l	*4,000	*5,000	*6,000
Oil and Grease, mg/l	10	12	15
Free or Floating Oil	None	None	None
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will caus foaming or frothing of a persistent nature in th receiving waters.

*Above levels in intake water (Neches River and Lower Neches Valle Authority Canal)

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

(Page 4. This page supplements Permit #00491 issued March 4, 1963).

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlets D & E
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Amendment

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Oil separators with skimmers in drainage ditches from tank farm areas. All dry-weather flow to be pumped to treatment facilities (Outlet C)

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character: Industrial Waste - Cooling water - 1%
Storm runoff - 99%

Volume: Outlet D - Average (None during dry weather)
Maximum 108,000,000 gpd (wet weather)
Maximum 75,000 gpm (wet weather)
Outlet E - Average (None during dry weather)
Maximum 235,000 gpd (wet weather)
Maximum 163,000 gpm (wet weather)

Point of Discharge: Through open ditches on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

MICROBIOLOGY SERVICE LABORATORIES
4423 OLD SPANISH TRAIL HOUSTON, TEXAS 77021
JE 7-7371

20 August 1964

To: Turner & Collie Consulting Engineers, Inc.
3100 Eastside
Houston, Texas 77006

For: Mr. Donald R. Van Sickle

Samples marked: 9. Koppers' Waste: Cooling and drainage
12. Taylors Bayou
13. Port Acres at Lakeside: Pump Station 4 (So. Pump Station)
14. Port Acres: Pump Station 5 (No. Pump Station)

Samples taken by E. Wood & M. Sadlier with D. S. Albright & J. Standley

ANALYSIS
mg/l except as noted

Sample:	No. 9	No. 12	No. 13	No. 14
Date Taken	8-6-64	8-6-64	8-6-64	8-6-64
Time Taken	0925	0935	1010	1055
Temp. on Collection, °C	34	31.5	31.5	32.5
Temp. on Collection, °F	93	89	89	90
Appearance	-	Free Floating Oil	-	Free Floating Oil
Specific Conductance mmhos/cm, 25°C	2080	4540	5665	1760
Chloride, Cl	610	1270	1480	320
As Calcium Carbonate, $CaCO_3$:				
Phenolphthalein Acidity	350	0	0	0
Phenolpthalein Alkalinity	0	0	0	0
Total (M. O.) Alkalinity	0	63	100	86
Total Hardness	190	475	1150	295
Sulfate, SO_4	87	196	774	272
Sulfide, $S^{=}$ (in field)	0	0	0	0
pH (in field)	8.75	7.0	8.4	7.45

(more)

F*051492

To: Turner & Collie Consulting Engineers, Inc.
Houston, Texas 77006

Samples marked: 15. Industrial Ditch
1. Neches Butane Outfall at Pine St.
2. Jefferson Chemical
16. Sanford Chemical & Jefferson Chemical Combination

Samples taken by E. Wood & M. Sadlier with D. B. Albright & J. Standley

ANALYSIS
mg/l except as noted

Sample:	No. 15	No. 1	No. 2	No. 16
Date Taken	8-6-64	8-6-64	8-6-64	8-6-64
Time Taken	1130	1150	1208	1210
Temp. on Collection, °C	32	42.5	39.5	42
Temp. on Collection, °F	90	108	103	108
Appearance	Very thin oil film	-	High susp. solids - floc	Very oily water - pool of free oil
Specific Conductance mmhos/cm, 25°C	3850	20,810	25,500	28,330
Chloride, Cl	1100	7100	6350	5850
As Calcium Carbonate, $CaCO_3$:				
Phenolphthalein Acidity	0	0	0	0
Phenolphthalein Alkalinity	0	0	2100	2710
Total (M. O.) Alkalinity	67	78	2450	3070
Total Hardness	470	2410	65	75
Sulfate, SO_4	185	953	447	588
Sulfide, $S^{=}$ (in field)	0	0	0	0
pH (in field)	7.85	7.4-	11.1+	11.05

(more)

F*051493

To: Turner & Collie Consulting Engineers, Inc.
Houston, Texas 77006

Samples marked: 3. Combined Waste = Neches Butane + Sanford Chem. + Jefferson Chemical
4. Crane Bayou
5. Sabine Neches Comparative Sample
11. Drainage District 7 - Main Outfall

Samples taken by E. Wood & M. Sadlier with D. B. Albright & J. Standley

ANALYSIS
mg/l except as noted

Sample:	No. 3	No. 4	No. 5	No. 11
Date Taken	8-6-64	8-6-64	8-6-64	8-6-64
Time Taken	1235	1405	1418	1500
Temp. on Collection, °C	44	32.5	32.5	34.5
Temp. on Collection °F	111	90	90	94
Appearance	Two effluents not thoroughly mixed	-	Few oil slicks	Oil slicks - rare
Specific Conductance mmhos/cm, 25°C	21,250	7970	26,840	2170
Chloride, Cl	7300	2375	10,200	550
As Calcium Carbonate, $CaCO_3$:				
Phenolphthalein Acidity	0	0	0	0
Phenolphthalein Alkalinity	8	0	0	0
Total (M. O.) Alkalinity	190	46	82	85
Total Hardness	2500	900	3440	225
Sulfate, SO_4	872	447	1390	87
Sulfide, $S^{=}$ (in field)	0	0	0	0
pH (in field)	9.05	7.4	7.55	9.1+

(more)

F*051494

To: Turner & Collie Consulting Engineers, Inc.
Houston, Texas 77006

8-20-64

Samples marked: 10. Texaco Outfall
8. North Side of Gulf Refinery
6. Gulf Waste No. 1
7. Taylor Bayou Comparative Sample

Samples taken by E. Wood & M. Sadlier with D. B. Albright & J. Standlay

ANALYSIS
mg/l except as marked

Sample:	No. 10	No. 8	No. 6	No. 7
Date Taken	8-6-64	8-6-64	8-7-64	8-7-64
Time Taken	1509	< 1700	1005	1027
Temp. of Collection, °C	39.5	> 36	37	31
Temp. of Collection, °F	103	> 97	99	88
Appearance	Much floating oil - solid film	Much floating oil	Much oil plus solids	Occasional oil sticks
Specific Conductance mmhos/cm, 25°C	17,580	3640	18,540	25,500
Chloride, Cl	5600	900	6150	9050
As Calcium Carbonate, $CaCO_3$:				
Phenolphthalein Acidity	0	0	296	0
Phenolphthalein Alkalinity	0	0	0	0
Total (M. O.) Alkalinity	121	112	0	86
Total Hardness	1820	362	2220	3120
Sulfate, SO_4	899	218	1250	1230
Sulfide, $S^{=}$ (in field)	3.5	4.9	0.2	0
pH (in field)	6.7	8.55	3.85	7.5

Microbiology Service Laboratories

By: Edna Wood
Edna Wood

4513-16

F*051495

(Page 1. This page supersedes and replaces Page 1 of Permit No. 00491 issued March 4, 1963.)

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Interlocutory Order of the Board for Permit #00491.

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Existing Facilities - API separator, holding (equalization) basin and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by adding final clarifier and slud return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character: Industrial Waste - Process wastewater - 80%
Cooling water - 15%
Boiler blowdown - 5%

Volume: Average 3,000,000 gallons per day; not to exceed 3,500,00 gallons per day; not to exceed 2,400 gallons per minute

Quality: Samples to be taken at point of discharge. Effluent quality requirements for Second Phase Improvements:

	NOT TO EXCEED		
Item	Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	30	40	60

B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
Volatile Suspended Solids, mg/l	20	30	50
Settleable Matter, mg/l	20	30	40
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mg/l	40	50	75
Chemical Oxygen Demand, mg/l	150	200	250
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	40	50	75
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receivin water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cause foaming or frothing of a persistent nature in the receiving waters.

Point of Discharge: Through a 24" pipe into a company-owned boat canal adjacent to the plant site in Jefferson County, Texas; thence into the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

All domestic sewage shall be collected and pumped to the City of Port Arthur sewerage system for treatment. This provision is exclusive of small septic tank installations in remote areas of the refinery propert

A flow measuring device and readily accessible sampling point shall be provided and maintained by the permittee.

This is an interlocutory order of the Board granting a Regular Permit for Outlet No. C on an interim basis. This order and that part of the application covering Outlet No. C pursuant to which it is issued are continued on the docket of the Board for further consideration and action. The permittee is directed to proceed to provide for treatment of the wastes in a manner consistent with the best practice in the fiel of activity in which permittee is engaged, under the conditions applicable to permittee. In achieving this standard of treatment, the permit shall be guided by the effluent quality objectives set forth above. By

December 31, 1972 and prior to the issuance of a final order, the Board will review this matter further. At that time, the Board plans to amend the terms and conditions of this permit so that the maximum allowable concentrations which will be authorized in the effluent will not exceed those set forth above. The Board reserves the right, however, to impose other or different terms and conditions than those specified above.

The effluent quality objectives set forth above shall be complied with by December 31, 1972. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Attachment A, effective July 1, 1970. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall continue submitting quarterly progress reports begun on January 1, 1970 until final action by the Board.

This permit becomes effective December 31, 1972 and is valid until amended or revoked by the Board.

CAC:kb

(Attachment A to Page 1 of Permit #00491)

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Interlocutory Order of the Board for Permit #00491.

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Existing Facilities - API separator, holding (equalization) basin and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by adding final clarifier and slu return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character:
Process wastewater - 80%
Cooling water - 15%
Boiler Blowdown - 4.5%
Septic tank effluent - 0.5%

Volume: Average 3,000,000 Gallons per Day; Maximum 3,500,0C Gallons per Day; Maximum 2,440 Gallons per Minute

Quality: Samples to be taken at point of discharge.
Effluent quality requirements for First Phase Improvements:

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000

Page 2 - Summary
Attachment A
B. P. Corporation (Formerly Atlantic Richfield Company) Outlet C

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	300	400	500
Volatile Suspended Solids, mg/l	200	300	400
Settleable Matter, mg/l	200	300	400
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mf/l	60	80	100
Chemical Oxygen Demand, mg/l	300	350	400
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	60	75	150
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cause foaming or frothing of a persistent nature in the receiving waters.

Point of Discharge: Through a 24" pipe into a company-owned boat canal adjacent to the plant site in Jefferson County, Texas; thence into the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

All domestic sewage is presently treated in septic tanks and the effluent is discharged with process wastewaters. As a part of the First Phase improvements, the effluent from all large septic tanks will be collected and pumped to the City of Port Arthur sewer system for treatment. Completion date for First Phase: July 1, 1970.

The effluent quality objectives set forth above shall be complied with by July 1, 1970. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Page No. 1 issued March 4, 1963. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall submit quarterly progress reports on the waste treatment improvements beginning January 1, 1970 until final action by the Board.

This permit becomes effective January 1, 1970 and is valid until superseded by the terms and conditions which become effective December 31, 1972.

CAC:kb

REIEC
REMEDIATION
TECHNOLOGIES INC

1301 W. 25th Street
Suite 406
Austin, Texas 78705
(512) 477-8661
FAX NO. (512) 480-0113

26 May 1989

Mr. R. Walter Simmons
Atlantic Richfield Company
515 South Flower Street
Los Angeles, CA 90071

Dear Mr. Simmons:

In response to your request, we have reviewed available files regarding waste management activities at the refinery currently operated by American Petrofina (Fina) in Port Arthur, Texas.

The purpose of the review is to identify past and current waste management units, contamination incidents and RCRA corrective actions which had occurred at the refinery. The results of this review are summarized in the attached report.

Both Texas Water Commission (TWC) and Environmental Protection Agency (EPA) files were reviewed. The TWC regulates the disposal of industrial wastes, including waste water and hazardous waste. The EPA issues NPDES waste water permits and maintains CERCLA files. Since NPDES permits are actually written by TWC personnel, the EPA NPDES files were not reviewed because the were expected to be redundant and less complete than TWC waste water files. Files were available at the Texas Water Commission regarding the wastewater permit (No. 491) and industrial waste registration (No. 30002). The earliest record concerning this site dates to September, 1961, about the same time the State Water Pollution Control Board was created. This Board has evolved over the years to become the current Texas Water Commission.

Aerial photographs of the refinery were also investigated. The Texas Natural Resource Information Service index of photos was surveyed for photos which would indicate the existence and location of waste management units. Most aerial photos of the refinery did not show enough detail to be of interest; however, two are enclosed. The black and white photo, dated 1938, is an original; it is on loan and must eventually be returned. The infra red photo, shot in 1975, is a part of the report.

The CERCLA file for the subject refinery was reviewed at the EPA Region VI office in Dallas. Only ARCO and Fina filed notices in response to CERCLA Section 103(c). At least three Potential Hazardous Waste Site Identification and Preliminary Assessment forms have been completed for the site since 1980. It appears that EPA has removed their work products from the file.

Additional information regarding past waste management practices at this site is summarized in the attached report.

If, after you have reviewed the report, you have any questions or comments, please do not hesitate to call me.

Best regards,

Caroline Reynolds

Caroline C. Reynolds
Senior Project Engineer

CCR/eg

attachment

SUMMARY OF PAST WASTE MANAGEMENT

AT THE

AMERICAN PETROFINA REFINERY

PORT ARTHUR, TEXAS

CONFIDEN

RETEC

REMEDIATION
TECHNOLOGIES INC

SUMMARY OF PAST WASTE MANAGEMENT

AT THE

AMERICAN PETROFINA REFINERY

PORT ARTHUR, TEXAS

CONFIDENTIAL

Prepared for

Atlantic Richfield Company
Los Angeles, California

Prepared by

Remediation Technologies, Inc.
Austin, Texas

May, 1989

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Appendix A: Correspondence Regarding API Area Investigation

Appendix B: Notice of Registration

Appendix C: Maps and Map Summary

Appendix D: Aerial Photos

Appendix E: CERCLA File - Chronological

List of Figures

Figure 1-1: Boring Location Plan

Figure 1-2: Cross-section of API Area Showing Naphthalene and Lead Concentration Profiles

Figure 3-1: Plant Map

Figure 6-1: Separator Pit Location

1.0 BACKGROUND

The subject facility is a refinery in Port Arthur, currently owned and operated by American Petrofina (Fina). The refinery was originally constructed by Atlantic Refining, which later became Atlantic Richfield and then ARCO. ARCO sold the refinery to BP Oil in 1970 and BP Oil sold the refinery to Fina in mid-1973.

In February, 1989, Fina notified the Texas Water Commission (TWC) of the presence of contaminated soil below clean soil under the API separator and sludge basin which was being closed. Copies of letters notifying ARCO, BP America and TWC are included in Appendix A. The contaminants of concern (COC) are naphthalene and lead.

The data provided to the TWC has been used to construct soil cross-sections to estimate the location, depth and extent of the contaminated soils. Figure 1-1 indicates the locations where borings have been made, and the location of the cross-section constructed in Figure 1-2. Figure 1-2 summarizes the significant COC concentrations at one-foot intervals in the soil borings used for the cross-section. Cross-hatching has been placed over areas of significantly increased COC concentrations. This indicates that there is a layer of contaminated soil approximately two feet thick at a depth of four to six feet below the surface. It appears to extend to the east and northeast away from the API separator and sludge basin.

According to the geology report for the landfarm Part B, the groundwater flows to the northeast. No hydrological information was available for the wastewater treatment area.

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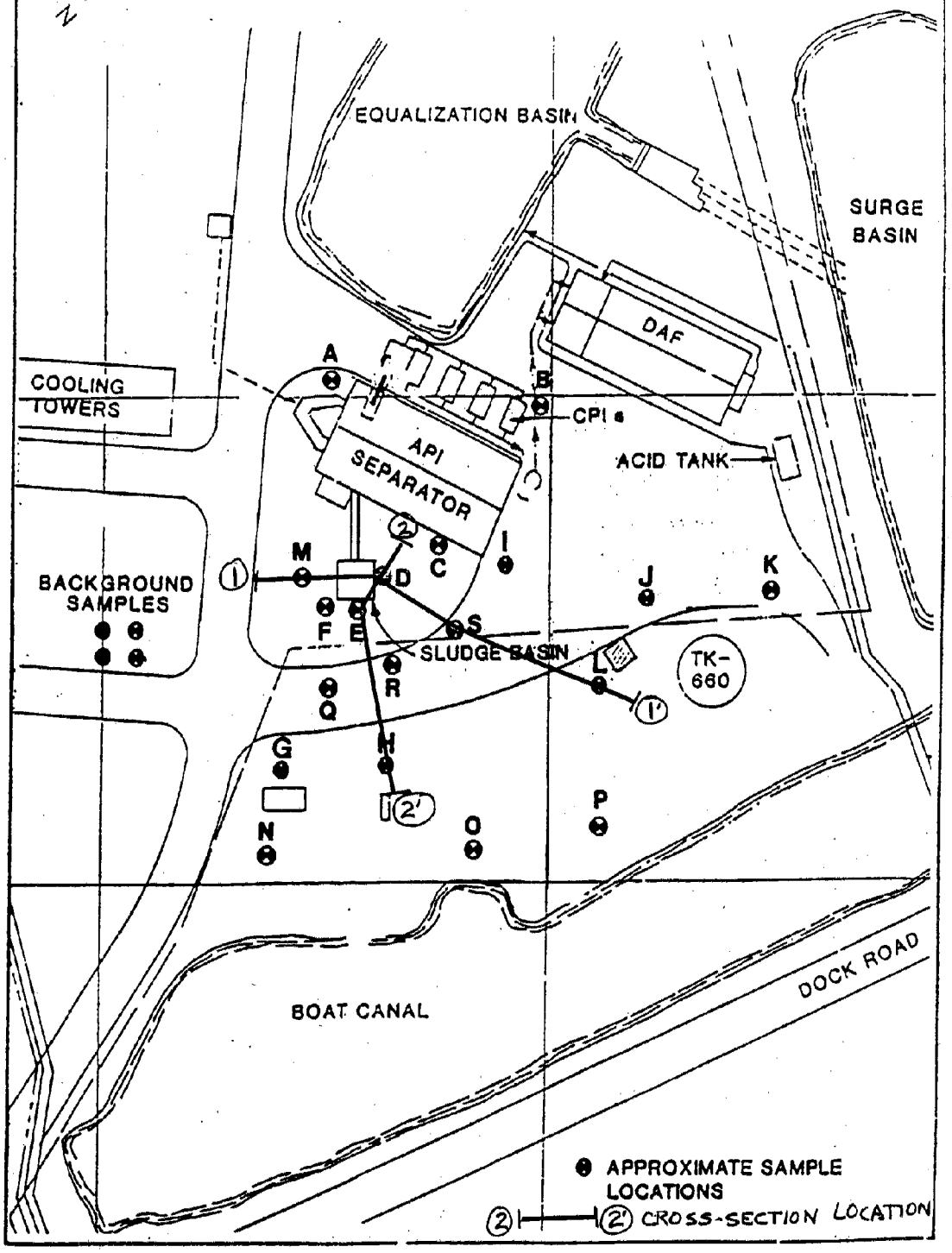
FIGURE 1-1

BORING LOCATION PLAN



REIEC

NAPHTHALENE AND LEAD
CONCENTRATION PROFILE

(1)	M		D		S		L		(1')
	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph (ppm)	
0'									
1'	943		783				40		
2'	1408	18.8	29		11		136		
3'	33	1.3	123		19		68		
4'	21	3.9	30		11		24		
5'	18		10945	552	9194	2414	33474	663	
6'	47		21473	1869	45	135	20		
7'			43				20		
8'			25				11		
9'							13		
10'							6		

(2)	D		E		H		(2')
	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	Pb (ppm)	Naph. (ppm)	
0'							
1'	783		139		713		
2'	29		40		469	192	
3'	123		<10		152	1100	
4'	30		11		14386	1170	
5'	10945	552	?		31793	1190	
6'	21473	1869	20309	566	1000	272	
7'	43		44		156		
8'	25				85		
9'					21.8		
10'							

Cross-section of API Area Showing Naphthalene and Lead Concentration Profiles

Figure 1-2

The current waste registration for the Fina Refinery is included in Appendix B. It indicates that currently there are four active waste management units:

- o surface impoundment (land farm)
- o sub-surface tank (CPI separator sludge basin)
- o container storage, and
- o temporary bulk storage.

The majority of plant wastes are disposed of at the landfarm, including DAF float, spent catalyst and clay, leaded and unleaded tank bottoms, API separator sludge, heat exchanger bundle cleaning sludge, slop oil emulsion solids, contaminated soil, coke and asphalt. Only API separator sludge and tank bottoms are stored in the subsurface tank. Chemical contaminated containers are stored at the container storage area. Spent activated carbon, tank bottoms, and asphalt are stored for less than 90 days in the bulk storage area.

Following a review of the Fina correspondence which you provided, I determined the approximate depth and location of the contaminated soil encountered during the closure of the API separator. Although records were sketchy regarding the construction of the API separator and current wastewater treatment system, a probable scenario can be constructed.

Originally, the wastewater system consisted of only the accelerator and a "separator pit". It is noted that the current equalization basin was constructed on the site of the "separator pit". It is likely that during the construction of this larger basin, the excavation was deepened and contaminated soils were pushed out of the pit to the edge of the marsh. According to early maps of the facility, the edge of the marsh was only about 100 feet away and approximately where the API separator was later built. When the API separator was built, additional clean soil may have been brought in to level the site.

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2.0 FILES REVIEWED

Both Texas Water Commission (TWC) and Environmental Protection Agency (EPA) files were reviewed. The TWC regulates the disposal of industrial waste, including waste water and hazardous waste. The EPA issues NPDES waste water permits and maintains CERCLA files. Since NPDES permits are actually written by TWC personnel, the EPA NPDES files were not reviewed because they were expected to be redundant and less complete than TWC waste water files.

The majority of the files concerning past waste management practices at the Fina Refinery - Port Arthur were at the TWC. TWC has primacy to operate the RCRA program in Texas. Since the early 1960's, TWC's predecessor agencies have regulated wastewater discharges and industrial solid waste. Records regarding the wastewater permit No. 491 for this site have been kept since 1961. Records regarding the industrial waste registration (No. 30002) have been maintained since 1980. Since the API separator is both a RCRA-regulated unit and a part of the wastewater treatment system, pertinent information regarding the area of interest (near the API separator) was found in both files. Both files also provided information regarding past waste practices at the refinery.

Several maps were found in the TWC files which provide a historical perspective of the plant and waste water treatment area. The maps are arranged chronologically in Appendix C and span the period from 1968 to 1988.

The 1968 map shows a proposed waste water treatment system. The equalization basin shown in this drawing was not constructed until 1970, after the API separator (under construction in this drawing) was completed. The size and location of the surge basin

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was changed in the final plans as was the orientation of the aeration basin.

The existence and location of the sludge disposal basins and trash dumping area and the proposed levee location is of interest in determining the location of waste management units no longer used.

The 1971 map appears to have been made by BP Oil and is a good depiction of the location of and direction of flow in the waste water treatment system. Aside from the location of the landfarm, little other information about waste management units is given. The 1988 map is in 2 parts and is the most recent map available. It shows the wastewater treatment system and landfarm unit. The landfarm has been reduced in area and is now referred to as an impoundment. A portion of the previous landfarm area is now used as an oily water basin and the remainder is available for plant expansion. The wastewater system still includes the API separator and sludge storage basin which is currently in closure. The location of the CPI separator currently in use is not shown.

The pertinent information from the TWC files has been organized and summarized in Sections 3.0 Facility Description and 4.0 Contamination and Corrective Action. Section 3.0 enumerates the waste management units that have been operated at the refinery and summarizes available information for each unit. Section 4.0 summarizes available information concerning spills and corrective actions which have been noted in the reviewed files.

The CERCLA file for the subject refinery was reviewed at the EPA Region VI office in Dallas. Only ARCO and Fina filed notices in response to CERCLA Section 103(c). At least three Potential Hazardous Waste Site Identification and Preliminary Assessment forms have been completed for the site since 1980.

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It appears that EPA has removed their work products from the files. Although it was not possible to obtain access to these and maintain anonymity; it may be possible for ARCO, as a party to a potential clean up, to obtain these files. Section 5.0 CERCLA files summarizes the available information concerning pre-RCRA activities reported and investigated as required by CERCLA, as amended in 1984.

Aerial photographs of the refinery were also investigated. The Texas Natural Resource Information Service index of photos was surveyed for photos which would indicate the existence and location of waste management units. Their summary record of aerial photos taken at the refinery location is included in Appendix D. Most aerial photos of the refinery did not show enough detail to be of interest. However, two which may be of interest are enclosed. The black and white photo, dated 1938, is an original; it is on loan and must eventually be returned. The infrared photo, shot in 1975, is a part of this report. Both photos, along with a USGS map of the facility for reference, are also included in Appendix D.

The infrared photo was reversed by the photographic laboratory. The red areas indicate grass, greenery, and warm objects; while black indicates water and other cool objects. No grass is growing around the recently constructed API separator. The 1938 photograph clearly indicates the existence, size and location of the separator pit.

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3.0 FACILITY DESCRIPTION

During the file review, it was determined that the following past and current units have been used for waste management:

- separator pit;
- accelerator;
- disposal well (WDW-9);
- API separator and sludge basin;
- equalization basin;
- dissolved air flotation unit;
- tank 660;
- bio-pound (aeration pond);
- clarifier;
- drum storage area;
- landfarm; and
- miscellaneous.

The location of each of these units is indicated in Figure 3-1. The following sections summarize the information available about each of these units. The final section summarizes information about units about which little information is available.

3.1 Separator Pit

The separator was an earthen pit which received a wastewater stream including practically all oily waste. It was to remove oil and settleable solids from a 3,000,000 GPD stream which after treatment in the accelerator was discharged to the Boat Canal.

In April, 1970, BP Oil wrote to the TWC predecessor agency, Texas Water Quality Board, that the old settling pond which was being converted to an equalization basin was being cleaned. No mention was made of where the removed material was being placed.

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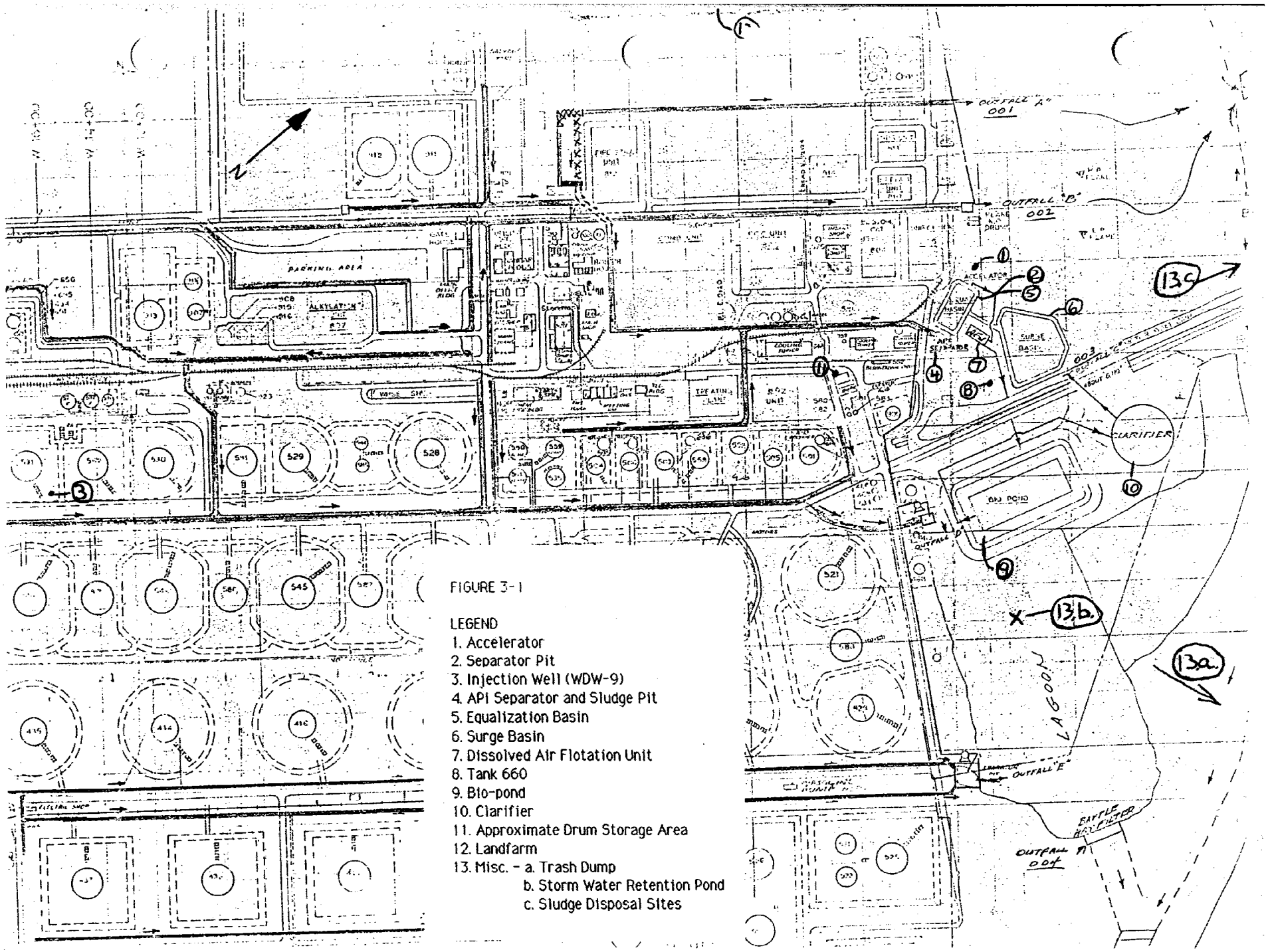

FIGURE 3-1

LEGEND
1. Accelerator
2. Separator Pit
3. Injection Well (WDW-9)
4. API Separator and Sludge Pit
5. Equalization Basin
6. Surge Basin
7. Dissolved Air Flotation Unit
8. Tank 660
9. Bio-pond
10. Clarifier
11. Approximate Drum Storage Area
12. Landfarm
13. Misc. - a. Trash Dump
b. Storm Water Retention Pond
c. Sludge Disposal Sites

3.2 Accelerator

The accelerator was installed prior to 1967 to improve the removal of oil from water which had passed through the separator pit. It remained on drawings of the wastewater treatment system until 1974. It received wastewater from the separator pit. In the accelerator (an Infilco unit), a floc was formed and removed as sludge. This reduced both the oil content and COD.

3.3 Disposal Well

The Disposal well (WDW-9), operated from 1964 to 1979, was an injection well used to dispose of hydrochloric acid. The well was plugged and certified closed in 1979. The records show very little mention of the well and no problems were indicated.

3.4 API Separator and Sludge Basin

The API separator and sludge basin was constructed in 1971 and operated until about 1986. The API separator, which took the place of the accelerator, received all of the plant's process waste water. As the first step in the waste water treatment process, the separator recovered oil from the water. The recovered oil was conveyed to the API sludge basin and eventually delivered by a vacuum track to the landfarm for dewatering and treatment. The water in the separator was sent to the equalization basin for further treatment. When closure of API separator and sludge basin began in 1987, seeps were found on the walls of the separator and on a wall and the floor of the sludge basin. Tests run on the rinse waters showed no toxicity.

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3.5 Equalization Basin (EB)

The equalization basin is a 1.3 million gallon surface impoundment constructed in 1970 as part of the wastewater treatment system. The purpose of the EB which is fed by water from the API separator, is to provide a stable flow rate to the biological treatment pond (bio-pond) and minimize possible toxic shocks to the biological organisms. The EB is located where the old separator pit used to be. Contaminated soils were removed from the separator, but there is no specific mention of where the soils were sent. Concrete walls were installed as slope protection with a natural clay liner used for a floor. In 1984 accumulated sludge was removed from the EB.

3.6 Surge Basin (SB)

In 1970, the surge basin (SB) was designed and built to act as an overflow basin for the EB. The SB and EB are connected by an overflow channel. If the level in the EB rises above the height of the barrier, the water will flow into the SB which has a capacity of 0.615 million gallons. The water in the SB can eventually be fed back into the EB. According to a Texas Water Commission (TWC) Conference Record dated 1 October, 1987, the surge basin was taken out of service in 1984.

3.7 Dissolved Air Flotation Unit (DAF)

The DAF is a concrete surface impoundment which bubbles dissolved air through the water received from the equalization basin, causing suspended solids to float to the surface. The solids are skimmed off the water and sent to tank 660, a temporary storage tank for DAF float material. The water is then sent to the bio-pond. The DAF was built in 1974. Very little mention is given of the DAF in the Texas Water Commission records.

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3.8 Tank 660

Tank 660 is an above ground DAF float storage tank with an operating volume of just over 800,000 gallons. Emulsified slop oils are also stored in the tank. The material in the tank is periodically removed by a vacuum track and delivered to the landfarm (surface impoundment) for dewatering and treatment. Tank 660 was originally listed on the permit as a hazardous waste management unit until it was delisted because it is part of the waste water treatment system.

3.9 Biological Treatment Pond (Bio-pond)

Constructed around 1971, the bio-pond biologically treats water received from the EB. The effluent is sent to the clarifier.

3.10 Clarifier

The clarifier, built in 1971, receives water from the bio-pond. Solids settle out of the water and the water is decanted. Sludge collected at the bottom is sent to a digester for aerobic digestion. Water is discharged to outfall 003. There have been numerous recorded violations for the quality of discharge water. The majority of the violations are for TOC, TSS, pH and oil and grease.

3.11 Drum Storage Area

The drum storage area is a concrete pad used to store drums containing contaminated chemicals. Waste management records mention little about this area except that there were a few violations for improper drum storage.

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3.12 Landfarm (Surface Impoundment)

The landfarm was initially constructed in 1974 as a twenty acre impoundment designed to dewater, treat and stabilize wastes such as API sludge, DAF float skim and bottoms, tank bottoms, heat exchanger bundle cleaning sludge and slop oil emulsion solids. Approximately fifteen acres was closed in 1980 and individual cell walls within the remaining land farm were removed. After being classified by the TWC as Class II reusable soils, about 2000 cubic yards of landfarm soil was used to help construct the stormwater retention basin. At least one violation was given for lack of a minimum freeboard (2 feet). There was also mention of sludge being blown out of the impoundment due to high winds and lack of freeboard. A violation was given for not conducting proper inspection procedures. According to the Industrial Solid Waste Compliance report dated 15 July, 1983, the groundwater monitoring system was inadequate because it would not ensure immediate detection of a hazardous material release from the landfarm. Other reports also indicate improper placement of the monitor wells positioned around the landfarm.

3.13 Miscellaneous

Several areas of interest were briefly mentioned in TWC records. These include a trash dump, stormwater retention basin and two sludge disposal sites. All three locations are shown in Figure 3-1. The trash dump, located east of the clarifier, was used to store plant refuse. The stormwater retention basin is on the east side of the bio-pond. According to a TWC Interoffice Memorandum, the basin was constructed with soils from the closed portion of the landfarm (Class II) as well as native soil. The floor was lined with a Hypalon liner. Very little is known about the sludge disposal sites except that they are located in the marshes.

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4.0 SPILLS AND CORRECTIVE ACTION

Available files indicate a few oil spills. In September, 1982, about 10 gallons of crude oil was spilled into the Neches River near Rainbow Bridge. This incident was inspected by the Coast Guard and was considered minor. In February, 1985, approximately 29,650 barrels of furnace oil was spilled within the refinery area. Little additional information was provided about this incident. The most recent spill occurred in June, 1986, when 6,000 barrels of oil spilled from a failed transferline to the wastewater treatment area. The oil was recovered from the Boat Canal.

Other incidents which might be considered as spills, include ground water releases and wastewater discharge violations. There were reports as early as 1984 of groundwater contamination downgradient of the landfarm. There have been no indications in the files of action to correct this situation. There have been numerous wastewater discharge violations from the early 1960's to September, 1987. These have usually been due to oil and inorganics in outfall 003.

Although not technically a spill, in April, 1989, Fina reported to TWC the discovery of three underground storage tanks. The tanks were located outside the levee. One contained corrosive liquid; the other two contained ignitable liquid. Soil in the area is contaminated, but the extent is unknown. Contamination is primarily aluminum (alumina ?), oil and grease with very small amounts of benzene, naphthalene, and lead.

No corrective actions have been noted for RCRA units. The only waste investigation to date was the result of the API separator and sludge basin closure, of which you are aware. Outside of the correspondence which you provided at the beginning of this review, there is no additional information in the files regarding this matter.

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5.0 CERCLA FILES

A complete copy of CERCLA files available to the public at EPA Region VI is included in Appendix E. The file is arranged chronologically from most recent to earliest item (January 1980). Little or no concern is indicated in early items; however, in 1986 a site visit and, later, a site investigation are recommended. The units requiring investigation apparently included:

- the API separator,
- landfarm,
- API separator sludge basin, and
- container storage area.

It is difficult to determine exactly which units are referred to because no map or key is provided with the report.

In reading several of the items, other maps, reports, etc. are referred to, but are missing from the file. Apparently they have been removed as either EPA work product or confidential information. Although it was not possible to pursue this information and maintain the confidentiality of this review, it may be possible for ARCO to pursue the information as a party to the API separator area investigation.

BPSLC_00000069

6.0 CONCLUSIONS AND RECOMMENDATIONS

Throughout this review, an attempt has been made to synthesize a scenario by which the contaminated soil could have been placed under clean soil in the vicinity of the API separator and sludge basin. Figure 6-1 was found in the files attached to a 1969 summary sheet. It was neither dated nor identified. It shows the location of the separator pit and indicates that it discharges, to a separate canal west of the Boat Canal.

The API separator was constructed beginning in 1968, so the contaminated soil must have been in place prior to the time BP Oil informed the TWC in April 1970 that the separator was being cleaned out and enlarged to become an equalization pond. This could not have been the source of contaminated soil. However, it is likely that solids were periodically removed from the pit between 1937, when plant operation began, and 1970, when use of the separator pit was discontinued. Figure 6-1 also indicates that the separator was on the "edge of marsh". It would have been a common practice prior to 1970 to have placed the removed solids near the pit to save time and reduce transportation costs. The location where the contaminated soils were located is within 100 feet of the old separator pit. It seems quite possible that separator solids were placed in this location prior to the enlargement of the wastewater treatment system in the early 1970s. Then when the contractor began construction on the API separator, additional clean soil was brought in to raise the unit elevation and to provide a level surface for construction. Although the solids deposition probably occurred between 1938 and 1968, it appears that the clean soil was most likely placed in 1968 when API separator construction began.

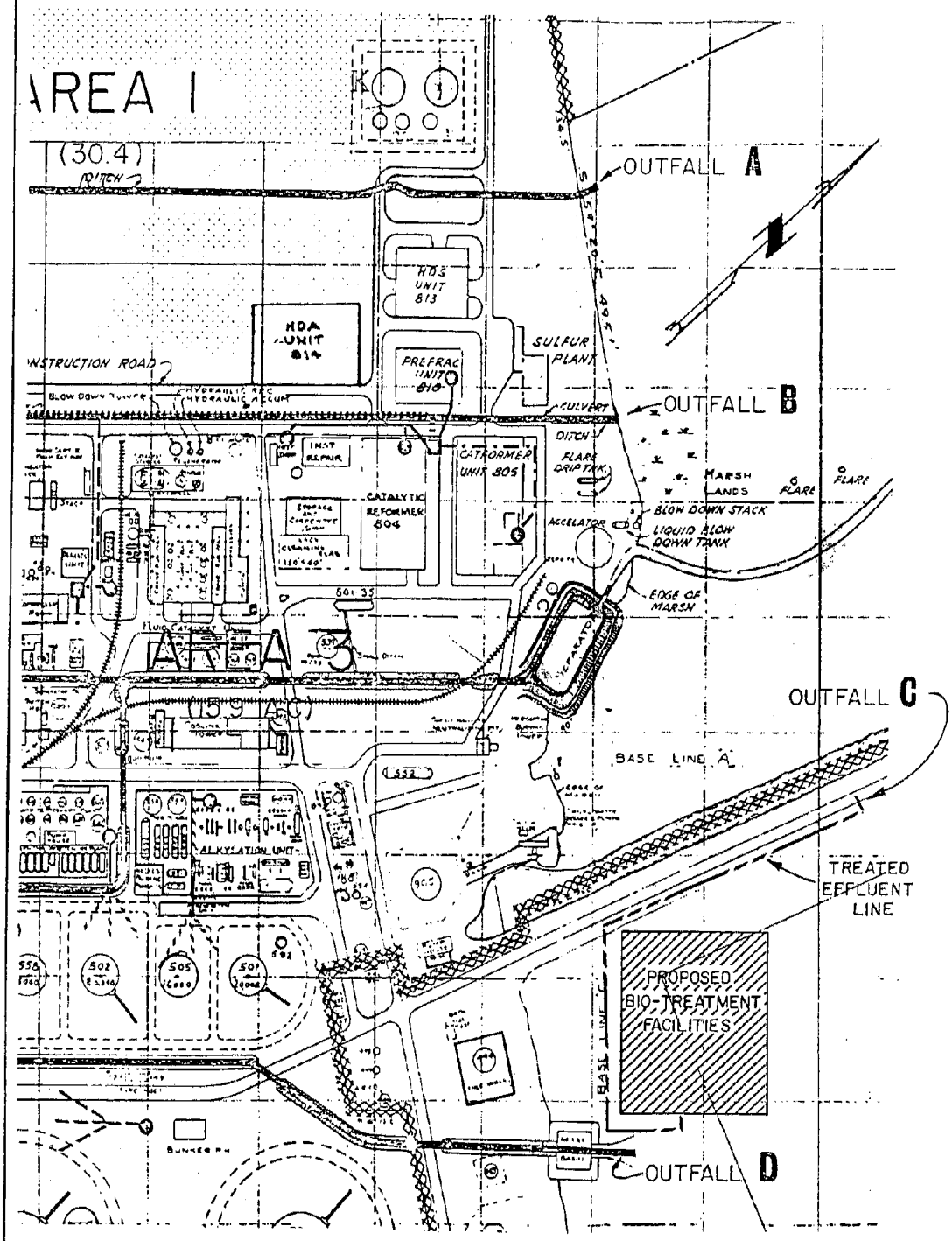
Although agency files have provided little detail about these activities, it might be possible to gain more information from aerial photos. Although the Texas Natural Resource Information

BPSLC_00000070

Service was only able to provide two photos with significant detail, it is likely the others are available from the Department of Highways and Public Transportation and from private aerial photographers. Time limited the pursuit of these sources.

BPSLC_00000071

REIEC



Separator Pit Location Map

Figure 6-1

APPENDIX A

CORRESPONDENCE REGARDING API AREA INVESTIGATION

RWJ

WORKING COPY

Jim Veach
Senior Attorney

Fina Oil and Chemical Company
Post Office Box 2159
Dallas, Texas 75221
(214) 750-2819

RECEIVED
APR 10
ENVIRONMENTAL PROTECTION
SUPERFUND

March 28, 1989

RECEIVED
APR 3 1989
JOAN DINAL

Joan G. Di Nal, Esquire
Senior Corporate Council
Legal Department
ARCO
Box 2679-T.A.
Los Angeles, California 90051

Dear Ms. Di Nal:

Our General Counsel, Cullen M. Godfrey, has asked me to respond to your letter of March 14, 1989.

Enclosed is the letter Fina sent to BP America, the other prior owner of the Port Arthur Refinery.

Also enclosed is our letter of February 27, 1989 to the Texas Water Commission (TWC) which transmitted the data we have collected so far. The sequence of events began with our closure of the Refinery's API separator and API separator sludge basin. The data around these units revealed a layer of contaminated soil below clean soil and above clean soil. This unusual data led us to conduct a more general investigation of the area. As you can see from the data, there is a layer of contaminated soil at various depths from the API separator to the boat canal. We interviewed employees present at the Refinery during the 1950s and 1960s as well as to the present time. We learned that the area in question was an on-site disposal site for ARCO and BP. Aerial photographs from these time periods confirm that this was a disposal site.

In our meetings with the TWC on this matter, we have been informed that some form of remediation will be required. We are attempting to keep the investigation and any subsequent required activities on an informal basis as possible.

We plan to conduct additional soil borings to determine the extent of the contamination. The TWC has also indicated that groundwater monitoring will be required. Once all the data is collected, we believe an analysis of the remedial alternatives would be appropriate.

In addition to providing notice to ARCO and BP of a possible CERCLA 107 liability, we wanted to invite both companies to become involved in the investigation and the on-going proceedings. We believe that cooperation on this matter is in our common interest. We are available to meet with you and further discuss this matter at your convenience.

Sincerely,

Jim Veach

Jim Veach

JLV/mbj

Enclosures

cc: Cullen M. Godfrey

Fina Oil and Chemical Company
P.O. Box 849
Port Arthur, Texas 77640
(409) 962-4421
(409) 962-8870 (Fax)

February 27, 1989

Ms. Kristi LaRue
Texas Water Commission
P.O Box 13087
Capitol Station
Austin, Tx 78711

Re: Fina Oil and Chemical Company
Port Arthur Refinery
API Separator Closure

Dear Ms. LaRue:

On October 12, 1988, Fina Oil and Chemical Company submitted the closure report for the company's API separator and API separator sludge basin. This report contained the analytical results and statistical analysis of the six soil borings required by the approved closure plan. With the submission of this report, Fina fulfilled all requirements specified in the approved plan.

Preliminary analytical results of the initial soil borings indicated elevated concentrations of lead and naphthalene at different depths in two locations near the sludge basin. During our meeting, we advised you that the exact source of this contamination had not yet been determined. It was agreed that Fina would take additional borings in the area to determine the source of the contamination. It was also agreed that the soil boirings would be analyzed for lead and naphthalene only.

Figure 1 (attached) indicates the locations where soil borings have been made to date. The original borings taken to comply with the approved closure plan are represented as locations A - F. Subsequent boring locations are represented as G - S. Analytical data indicating lead and naphthalene concentrations collected from all borings is included in Tables 1 and 2 respectively.

Although the exact source of the contamination has not been defined, the enclosed data indicates that the contamination did not originate from the API separator sludge basin. During the time since Fina acquired the refinery in 1973, no activities are known to have taken place in the area which could have caused these elevated concentrations of lead and naphthalene.

Fina plans to conduct several additional soil borings to further define the extent of contamination. In addition, Fina will notify the prior owners of the refinery of these findings and plans to request their assistance to further define the origin and extent of the contamination as well as share in any remediation costs if necessary.

Fina is also interested in reaching an agreement with the Texas Water Commission pertaining to guidelines governing any remediation activities.

Very truly yours,

James C. Mahon

James C. Mahon

cc: Ms. Connie Matthews

Cullen M. Godfrey
General Counsel

Fina Oil and Chemical Company
P. O. Box 2159
Dallas, Texas 75221
(214) 750-2997

March 3, 1989

Certified Mail
Return Receipt Requested

586-4781
464-8098

Mr. George J. Dunn
Vice President and General Counsel
B. P. America, Inc.
200 Public Square
Cleveland, Ohio 44114-2375

Dear George:

As part of an investigation of the environmental condition at Fina's Port Arthur, Texas refinery, we have uncovered an area of contamination that resulted from disposal activities which occurred prior to the time Fina acquired the refinery from B. P. We have notified the Texas Water Commission (TWC) of the results we have obtained. We anticipate that the TWC will require an environmental cleanup.

The purpose of this letter is to provide B. P. with notice, as a potentially responsible party, that the costs Fina has incurred and will incur are necessary costs of response consistent with the National Contingency Plan under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). We would like to meet with you or other officials of B. P. to discuss the situation and to discuss if you desire to participate in the negotiations with the TWC concerning the cleanup.

Please contact me at your earliest convenience.

Sincerely yours,

Cullen M. Godfrey

CMG:pv

TABLE 2

NAPHTHALENE CONCENTRATIONS (in ppm)

Depths (in feet)

Soil Borings	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	
A	<10	10.9	<10	<1	Boring Terminated									
B	<1	<10	<150	<10	Boring Terminated									
C	<10	<10	<10	<1			Boring Terminated							
D	<1	<1	-	<5	552	1869	<20	<10	Boring Terminated					
E	<1	<1	<1	<10	-	566	<5		Boring Terminated					
F	<5	272			Boring Terminated									
G	<1	6.9	<60	54	52	<1	<1	<1	<1	<0.5	Boring Terminated			
H		<3	192	3100	1370	1350	272	<2	<15	<15	Boring Terminated			
I	<0.5	<1	<15	<1	<2	<50	<20	<10	Boring Terminated					
J	<15	<15	<15	<15	<15	<10	<2	<3	Boring Terminated					
K	<0.5	<2	<10	<5	<10	119	Boring Terminated							
L	<10	<1	<1	3.3	663	<1	<10	<10	2.2	<1	<1	<1	<1	Boring Terminated
M	<1	18.8	1.3	3.9	<1	<1	Boring Terminated							
N	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	Boring Terminated			
O	<1	<1	<1	<1	<1	<1	<2	<1	Boring Terminated					
P	<1	<2	<35	<75	<80	Boring Terminated								
Q	<1	<1	<1	<1	4.98	40.5	4.66	<5	4.68	1.21	Boring Terminated			
R	<1	<1	<1	<1	4.97	70.4	4.93	1.29	4.8	12.6	Boring Terminated			
S	-	<1	<1	<1	414	135	<1	<1	<1	<1	Boring Terminated			

Background

1(10-16") <5

2(10-16") <2

3(12-16") <5

4(11-16") <5

BPSLC_00000079

TABLE 1

LEAD CONCENTRATIONS (in ppm)

Depths (in feet)

Soil Borings	0-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	
A	58.8	114	353	12	Boring Terminated									
B	41	<10	<10	<10	Boring Terminated									
C	111	1502	732	64.8			Boring Terminated							
D	783	29.2	123	30.1	10945	21473	43.1	25.8	Boring Terminated					
E	139	40	<10	11.3	-	20309	44.8		Boring Terminated					
F	424	<10	88.5	15	Boring Terminated									
G	345	1368	8469	451	65.6	30.9	46.8	22.6	20.8	17.3	Boring Terminated			
H		713	469	152	12380	31793	1000	156	85.4	21.8	Boring Terminated			
I	56.3	297	630	16.6	132	30.7	12.5	56.3	Boring Terminated					
J	463	769	249	384	867	2015	39.9	21.5	Boring Terminated					
K	41.7	230	507	1071	444	190	Boring Terminated							
L	40	136	68	24	33434	20	20	11	13	11	6	10	11	Boring Terminated
M	943	1408	33.7	21.6	18.9	47.8	Boring Terminated							
N	913	12.5	10.6	26.1	18.4	12.0	60.9	20.2	13.2	9.12	Boring Terminated			
O	9.96	<5.0	<5.0	24.8	<5.0	18.4	19.1	19.4	Boring Terminated					
P	8.40	2026	20.1	6.33	21.0	Boring Terminated								
Q	127	66	32	45	116	59	234	17	17	10	Boring Terminated			
R	15	32	12	14	63	2419	15	111	9	484	Boring Terminated			
S	-	11.01	19	11	2194	45	44	11	15	19	Boring Terminated			

Background

1(10-16")	11.5
2(10-16")	53.5
3(12-16")	56.6
4(11-16")	29.4

APPENDIX B

NOTICE OF REGISTRATION

DW0550 TEXAS WATER COMMISSION 05-12-89
NOTICE OF REGISTRATION
SOLID WASTE MANAGEMENT

THIS IS NOT A PERMIT AND DOES NOT CONSTITUTE AUTHORIZATION OF ANY WASTE MANAGEMENT ACTIVITIES OR FACILITIES LISTED BELOW. REQUIREMENTS FOR SOLID WASTE MANAGEMENT ARE PROVIDED BY TEXAS ADMINISTRATIVE CODE SECTION 335 OF THE RULES OF THE TEXAS WATER COMMISSION (TWC). CHANGES OR ADDITIONS TO WASTE MANAGEMENT METHODS REFERRED TO IN THIS NOTICE REQUIRE WRITTEN NOTIFICATION TO THE TWC.

DATE OF NOTICE: 04-14-89 REGISTRATION DATE: 05-03-76

REGISTRATION NUMBER: 30002 EPA I.D. NUMBER: TXD065099160

THE REGISTRATION NUMBER PROVIDES ACCESS TO STORED INFORMATION PERTAINING TO YOUR OPERATION. PLEASE REFER TO THAT NUMBER IN ANY CORRESPONDENCE.

COMPANY NAME: FINA OIL AND CHEMICAL COMPANY
MAILING ADDRESS: (FORM. AMER PETROFINA CO OF TX
P.O. BOX 849
PORT ARTHUR, TEXAS 77640
GENERATING SITE LOCATION:
INTER OF HWY 87 & FM 366, PT. ARTHUR
CONTACT PERSON: JAMES C. MAHON
PHONE: (409) 962-4421
NUMBER OF EMPLOYEES: GREATER THAN 100
TWC DISTRICT: 06

REGISTRATION STATUS: ACTIVE
REGISTRATION TYPE: GENERATOR
HAZARDOUS WASTE STATUS:
GENERATOR/TSD FACILITY

I. WASTE GENERATED:

WASTE NUMBER	DESCRIPTION	CLASS	CODE	DISPOSITION
001	DAF UNIT FLOAT SKIM & BOTTOMS	IH	950400	ON-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K048			
002	PAPER TRASH	II	280240	OFF-SITE
003	CATALYST, SPENT	III	370210	ON-SITE/OFF-SITE
004	ASBESTOS	I	170750	OFF-SITE
005	TANK BOTTOMS CONTAINING LEAD	IH	982800	OFF-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K052

006 API SEPARATOR SLUDGE IH 950050 ON-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K051

007 HEAT EXCHANGER BUNDLE CLEANING SLUDGE IH 941350 ON-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K050

008 SLOP OIL EMULSION SOLIDS IH 951570 ON-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K049

009 SOIL, PETROLEUM CONTAMINATED I 179840 ON-SITE/OFF-SITE

010 LEAD CONTAMINATED WASTE, SOLID IH 979130 NO LONGER GENERATED

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D008

011 POLYMERIC MATERIAL IH 982640 NO LONGER GENERATED

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D008

012 PCB CONTAMINATED SOLIDS I 179430 OFF-SITE

013 SULFUR WASTE/SCRAP II 270240 OFF-SITE

014 COKE III 382080 ON-SITE/OFF-SITE

015 LANDFARM RESIDUE FROM OILY SLUDGE TREATMENT II 284230 NO LONGER GENERATED

016 ASPHALT II 280370 ON-SITE/OFF-SITE

017 TETRA ETHYL LEAD CONTAMINATED MATERIAL IH 979310 OFF-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): P110

018 SODIUM HYDROXIDE (NAOH) IH 970150 OFF-SITE

EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D002

019 ALUMINUM CHLORIDE SLUDGE I 140750 OFF-SITE

020	CONTAINERS, CHEMICAL CONTAMINATED	I	179280	ON-SITE/OFF-SITE
021	CLAY, ORGANIC CONTAMINATED	I	184620	ON-SITE/OFF-SITE
022	FILTER WASTES, NON-HAZARDOUS	I	178060	OFF-SITE
023	TANK BOTTOMS	I	152180	ON-SITE/OFF-SITE
024	TANK BOTTOMS	IH	952180	OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D001			
025	LANDFARM RESIDUE FROM OILY SLUDGE TREATMENT	IH	984230	OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): K048, K049, K050, K051			
026	CATALYST, ALUMINA	IH	979070	ON-SITE/OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D003			
027	CATALYST, SULFUR GUARD	IH	971440	ON-SITE/OFF-SITE
	EPA HAZARDOUS WASTE NOS. (REFER TO 40 CFR PART 261 FOR DESCRIPTIONS): D003			
028	SOIL, PETROLEUM CONTAMINATED	II	279840	ON-SITE/OFF-SITE
029	TRASH AND DEBRIS	II	283780	OFF-SITE
030	SLUDGE, DEWATERED	II	270391	OFF-SITE
031	CARBON, ACTIVATED, SPENT, CONTAMINATED	I	183990	ON-SITE/OFF-SITE
032	SLUDGE, CLARIFIER	III	341760	OFF-SITE
033	CONCRETE	II	277080	OFF-SITE
034	CATALYST, SPENT	I	170210	OFF-SITE
035	TANK BOTTOMS, FUEL OIL	I	152920	ON-SITE/OFF-SITE
036	BRICK, REFRACTORY (SPENT)	II	270300	OFF-SITE
037	TANK BOTTOMS, INTERMEDIATE & PRODUCT W/O ADDITIVES	I	150820	ON-SITE/OFF-SITE
038	CONSTRUCTION DEBRIS	III	373630	OFF-SITE
039	SLUDGE, COOLING TOWER	I	140290	OFF-SITE

040	TANK CLEANINGS	I	143120	OFF-SITE
041	ASPHALT	I	180370	ON-SITE/OFF-SITE

II. Shipping/Reporting: Pursuant to Section 335 of the Texas Administrative Code of the rules of the TWC pertaining to Hazardous Waste management, issuance of manifests and annual reporting are required for Off-site Storage/Processing/Disposal of the following wastes listed in Part I. All manifested wastes should be reported on the annual waste summary report and submitted to the TWC by the 25th of each January for the prior calendar year.

In addition for any of the following waste(s) manifested and shipped to Storage/Processing/Disposal facilities in any other state a waste shipment summary is required. All such shipments should be reported on the waste shipment summary report and submitted to the TWC no later than the 25th day of the month immediately succeeding the month in which the shipment was made. No waste shipment summary report is required for months when out of state shipments are not made.

004	170750	ASBESTOS
005	982800	TANK BOTTOMS CONTAINING LEAD
009	179840	SOIL, PETROLEUM CONTAMINATED
012	179430	PCB CONTAMINATED SOLIDS
017	979310	TETRA ETHYL LEAD CONTAMINATED MATERIAL
018	970150	SODIUM HYDROXIDE (NAOH)
019	140750	ALUMINUM CHLORIDE SLUDGE
020	179280	CONTAINERS, CHEMICAL CONTAMINATED
021	184620	CLAY, ORGANIC CONTAMINATED
022	178060	FILTER WASTES, NON-HAZARDOUS
023	152180	TANK BOTTOMS
024	952180	TANK BOTTOMS
025	984230	LANDFARM RESIDUE FROM OILY SLUDGE TREATMENT
026	979070	CATALYST, ALUMINA
027	971440	CATALYST, SULFUR GUARD
031	183990	CARBON, ACTIVATED, SPENT, CONTAMINATED

034	170210	CATALYST, SPENT
035	152920	TANK BOTTOMS, FUEL OIL
037	150820	TANK BOTTOMS, INTERMEDIATE & PRODUCT W/O ADDITIVES
039	140290	SLUDGE, COOLING TOWER
040	143120	TANK CLEANINGS
041	180370	ASPHALT

III. ON-SITE WASTE MANAGEMENT FACILITIES:

FAC NO.	FACILITY	STATUS
01	SURFACE IMPOUNDMENT DISPOSAL OF WASTE NUMBER(S) 001, 003, 005, 006, 007, 008, 009, 014, 016, 021, 023, 026, 027 SUBJECT TO PERMIT NUMBER (PENDING)	ACTIVE
03	TANK (SUB-SURFACE) STORAGE OF WASTE NUMBER(S) 006, 037	ACTIVE
04	CONTAINER STORAGE AREA STORAGE OF WASTE NUMBER(S) 020	ACTIVE
05	BULK STORAGE AREA STORAGE FOR LESS THAN 90 DAYS OF WASTE NUMBER(S) 031, 035, 037, 041 ROLL-OFF BOX	ACTIVE

UNLESS OTHERWISE STATED ABOVE, FACILITIES ARE LOCATED
AT INTER OF HWY 87 & FM 366, PT. ARTHUR
COUNTY OF JEFFERSON

IV. RECORDS.

A. FOR PURPOSES OF FILING ANNUAL REPORTS PURSUANT TO TEXAS ADMINISTRATIVE CODE SECTION 335 OF THE RULES OF THE TWC PERTAINING TO INDUSTRIAL SOLID WASTE MANAGEMENT, RECORDS SHOULD BE MAINTAINED FOR STORAGE, PROCESSING AND/OR DISPOSAL OF THE FOLLOWING WASTE(S) LISTED IN PART I:

001 950400 DAF UNIT FLOAT SKIM & BOTTOMS

006 950050 API SEPARATOR SLUDGE

007 941350 HEAT EXCHANGER BUNDLE CLEANING SLUDGE

008 951570 SLOP OIL EMULSION SOLIDS

009 179840 SOIL, PETROLEUM CONTAMINATED

020 179280 CONTAINERS, CHEMICAL CONTAMINATED

021 184620 CLAY, ORGANIC CONTAMINATED

023 152180 TANK BOTTOMS

026 979070 CATALYST, ALUMINA

027 971440 CATALYST, SULFUR GUARD

031 183990 CARBON, ACTIVATED, SPENT, CONTAMINATED

035 152920 TANK BOTTOMS, FUEL OIL

037 150820 TANK BOTTOMS, INTERMEDIATE & PRODUCT W/O ADDITIVES

041 180370 ASPHALT

B. PROOF OF RECORDATION IN THE COUNTY DEED RECORDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE SECTION 335 OF THE RULES OF THE TDWR, SHOULD BE SUBMITTED TO THE EXECUTIVE DIRECTOR FOR THE FOLLOWING FACILITIES LISTED IN PART III IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:

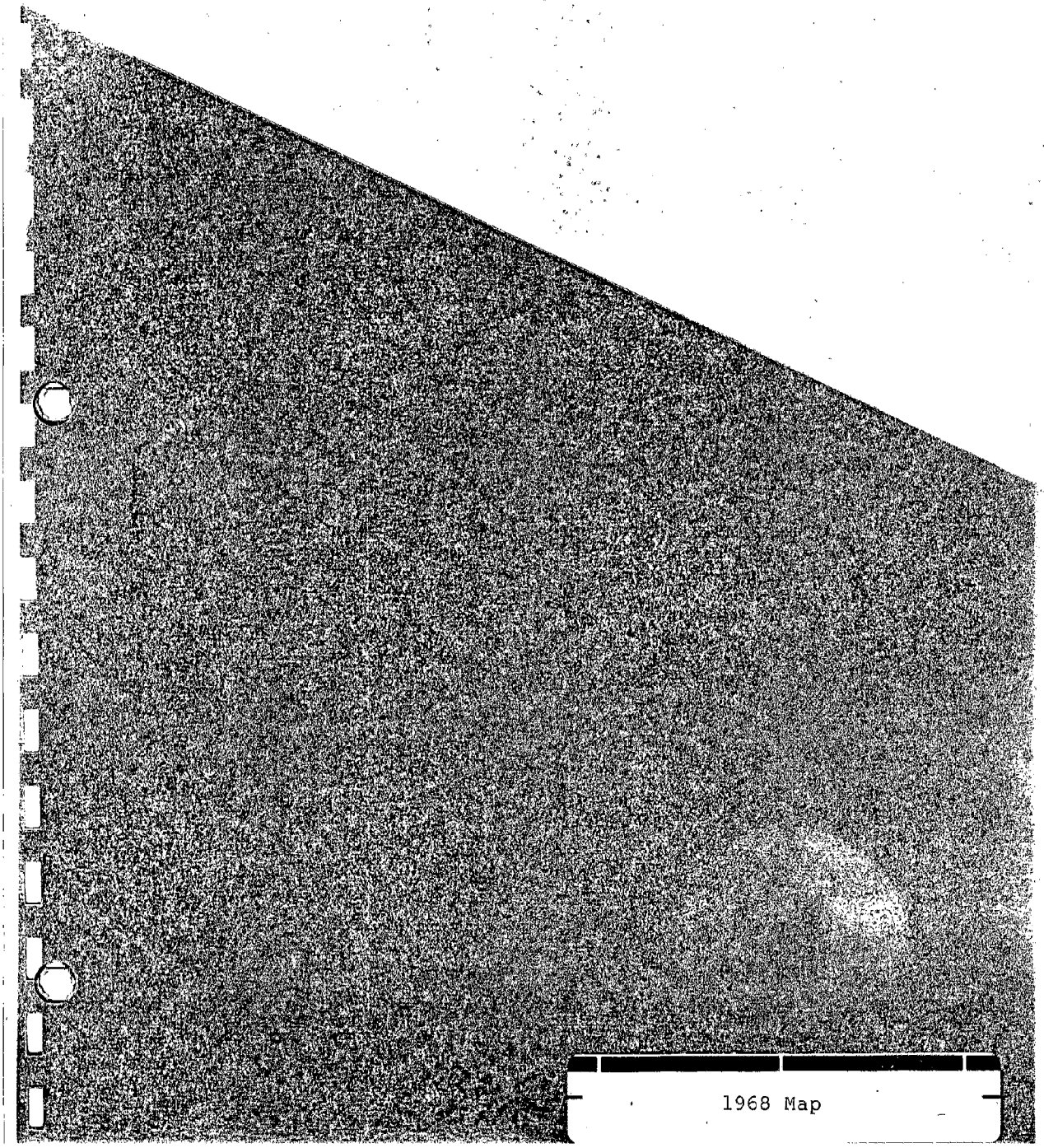
NEW FACILITIES - PRIOR TO INITIATION OF DISPOSAL OPERATIONS.

EXISTING FACILITIES - AS SOON AS POSSIBLE, BUT NO LATER THAN SIXTY (60) DAYS FROM THE DATE OF THIS NOTICE, UNLESS PREVIOUSLY SUBMITTED.

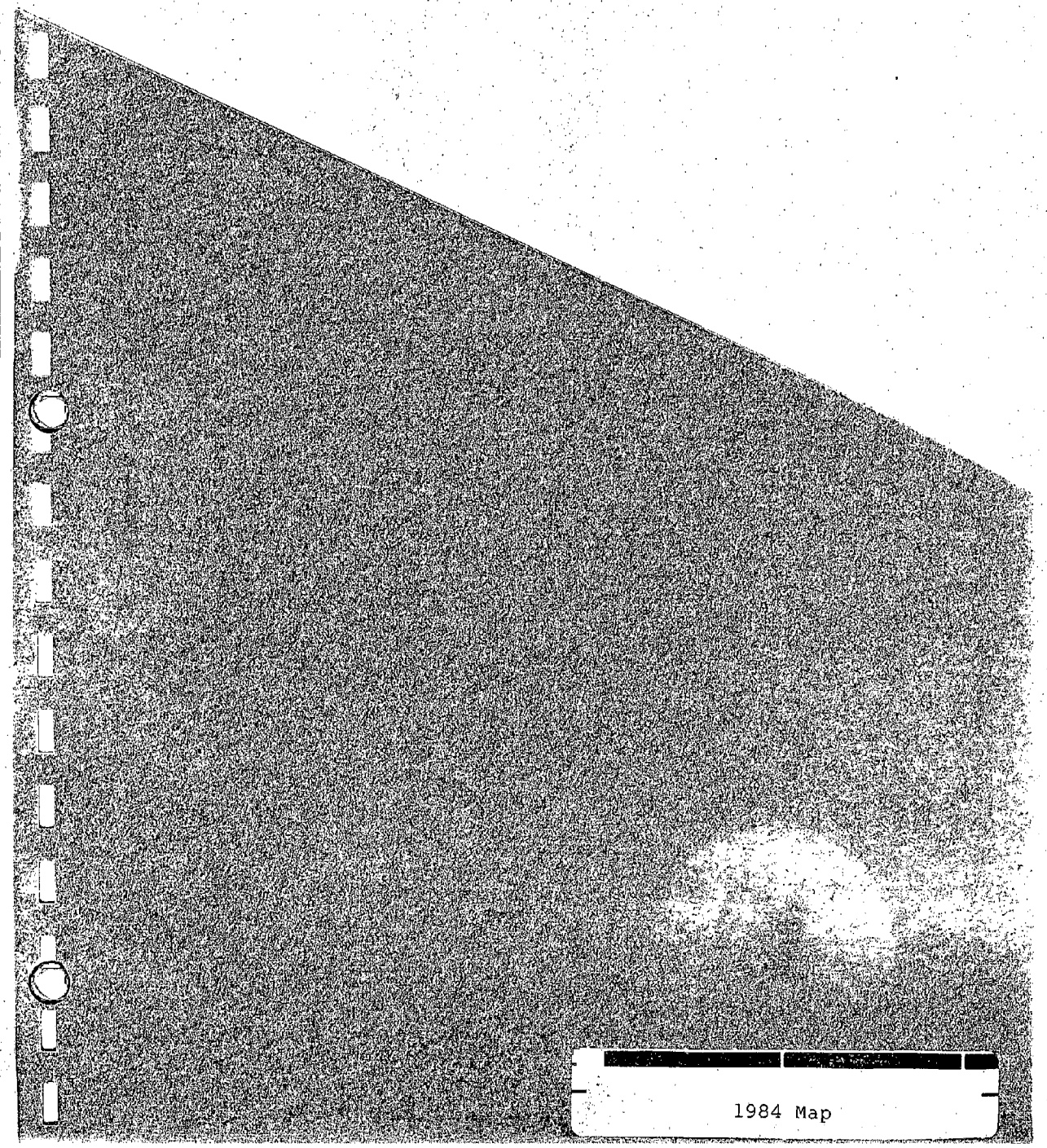
FAC NO	FACILITY
01	SURFACE IMPOUNDMENT

APPENDIX C

MAPS AND MAP SUMMARY


1968 Map

1974 Map



1984 Map

1988 Map (2 Sheets)

APPENDIX D

AERIAL PHOTOS

11-9-38
BRA 5-77

REIEC

*** C07 ***
NCIC

AERIAL PHOTOGRAPHY SUMMARY RECORD SYSTEM

*** C07 ***
DATE: 06/25/88

INDEX CROSS REFERENCE

PAGE 900

AGENCY CODE	RPT TYP	Q/W	SE CORNER LAT DEG	LAT MIN	LONG DEG	LONG MIN	FIPS CODE ST	CTY	DATE OF COVERAGE YR	MO	DAY	STA	AGENCY PROJECT CODE	IMAGE SCALE	FOCAL LENGT	FILM TYPE	FILM FMT	SENS CLAS	CLOUD COVER	CAM SPEC	QUAD COVER	REMARKS OR SCENE ID	FRAMES FROM	TO	CASSETTE NO.	FRAME
USGS	2	2	29	52	093	52			87	03	05	3	VFLYC	18000	04	3	3	1	0	Y					0070	0844
NASAAM	3	2	29	52	093	52			85	12	14	3	03550	65400	06	2	3	2	0		6	585003550	1533	1537	0353	[illegible]
NASAAM	3	2	29	52	093	52			85	12	14	3	03550	65250	06	2	3	2	0		5	585003550	1735	1742	0353	0674
NASAAM	3	2	29	52	093	52			85	12	14	3	[illegible]	66750	06	2	3	2	0		5	585003550	1729	1732	0353	0668
NASAAM	3	2	29	52	093	52			85	12	14	3	03550	66000	06	2	3	2	0			585003550	1733	1734	0353	0672
USGS	2	2	29	52	093	52			83	11	00	3	N2912	80000	04	4	3	1	0	Y					0083	0034
USGS	2	2	29	52	093	52			83	11	00	3	N2912	58000	20	2	3	1	0	Y					0083	0184
NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	4					
NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	3					
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NOS	3	2	29	52	093	52			82	11	05	3	200197	40000	04	3	3	1	0	Y	2					
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	116384	04	4	3	2	1		8	642900010	0122	0122	4291	0123
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	115711	04	4	3	2	1		7	642900010	0118	0121	4291	0119
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	119254	04	4	3	2	1		6	642900010	0006	0007	4291	0007
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	62796	06	2	3	2	1		3	642900020	0006	0008	4292	0007
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	61410	06	2	3	2	1		3	642900020	0207	0207	4292	0208
NASAJS	3	2	29	52	093	52			80	08	20	3	4290	61288	06	2	3	2	1		2	642900020	0201	0206	4292	0202
NASAAM	3	2	29	52	093	52			79	11	12	3	02843	124100	14	2	3	2	0			579002843	1294	1293	0265	0910
NASAAM	3	2	29	52	093	52			79	11	12	3	02843	123000	14	2	3	2	0			579002843	1294	1294	0265	0910
NOS	1	2	29	52	093	52	48	245	79	02	25	3		40000	04	4	3	1	0	Y	9	09				
NASAAM	3	2	29	52	093	52			78	10	09	3	02691	66117	06	2	3	2	1		7	578002691	0230	0263	0257	0499
NASAAM	3	2	29	52	093	52			78	10	09	3	02691	65800	06	2	3	2	0		5	578002691	0205	0209	0257	0474
NASAAM	3	2	29	52	093	52			78	10	09	3	02691	65775	06	2	3	2	0		3	578002691	0108	0147	0257	0377
NOS	3	2	29	52	093	52			78	04	27	3	78BP	36000	04	4	3	1	0	Y	5	110 AB 3065-3069				
NOS	3	2	29	52	093	52			78	04	27	3	78B	36000	04	4	3	1	0	Y	2	110-AB 3065-3069				
ADAMS	1	2	29	52	093	52	48	245	78			3		36000	04	4	3	1	0	Y	9	JEFFERSON CO				
USGS	2	2	29	52	093	52			75	11	11	3	VDNF	76000	04	4	3	1	0	Y					0054	0525
TXGLO	3	2	29	52	093	52			75	05		3		24000	04	2	5	1	0		3	PORT ARTHUR				
NASAJS	3	2	29	52	093	52			75	02	25	3	3000	120000	06	3	3	2	0			630000080	0065	0079	3001	0547
NASAJS	3	2	29	52	093	52			75	02	25	3	3000	120000	06	2	3	2	0			650000090	0065	0079	3001	0629
NASAJS	3	2	29	52	093	52			74	11	27	3	2910	124000	04	2	3	2	0		7	629100040	0208	0212	2911	0524
NASAJS	3	2	29	52	093	52			74	11	27	3	2910	124000	04	3	3	2	0		7	629100050	0208	0212	2911	0299
NASAJS	3	2	29	52	093	52			74	11	27	3	2910	58000	06	2	3	2	0		6	629100050	0217	0221	2911	0747
NASAJS	3	2	29	52	093	52			74	11	27	3	2910	62000	06	2	3	2	0		3	629100050	0210	0214	2911	0740
NOS	3	2	29	52	093	52			74	11	12	3	745-1	30000	04	4	3	1	0	Y	3	110-AB 4670-4672				
NASAJS	3	2	29	52	093	52			72	03	17	3	1940	117663	04	3	3	2	0		6	619400120	0187	0189	1265	0188
NASAJS	3	2	29	52	093	52			72	03	17	3	1940	117066	04	2	3	2	0		6	619400130	0188	0189	1265	0378
NASAJS	3	2	29	52	093	52			72	03	17	3	1940	119140	04	2	3	2	0			619400130	0185	0187	1265	0375
NASAJS	3	2	29	52	093	52			72	03	17	3	1940	124051	04	3	3	2	0			619400120	0185	0185	1265	0136
NASAJS	3	2	29	52	093	52			72	03	16	3	1940	116574	04	3	3	2	0			619400010	0040	0046	1265	0635
NASAJS	3	2	29	52	093	52			72	03	16	3	1940	114702	04	2	3	2	0			619400020	0040	0046	1265	0356
NASAJS	3	2	29	52	093	52			71	11	11	3	1910	63023	06	2	3	2	0		7	619100110	0098	0109	0545	1317
NASAJS	3	2	29	52	093	52			71	11	11	3	1910	121591	04	3	3	2	0			619100100	0057	0057	0545	1053
NASAJS	3	2	29	52	093	52			71	11	11	3	1910	121591	04	2	3	2	0			619100090	0057	0057	0545	0834
NASAJS	3	2	29	52	093	52			71	11	11	3	1910	119886	04	2	3	2	0			619100090	0051	0056	0545	0828
NASAJS	3	2	29	52	093	52			71	11	11	3	1910	119886	04	3	3	2	0			619100100	0051	0056	0545	1047
NASAJS	3	2	29	52	093	52			70	11	18	3	1450	121060	04	4	3	2	0		5	614500950	9770	9784	0461	0229

BPSLC_000000097

REIEC

*** D07 ***
NPIC

AERIAL PHOTOGRAPHY SUMMARY RECORD SYSTEM

*** D07 ***
DATE: 06/25/88

INDEX CROSS REFERENCE

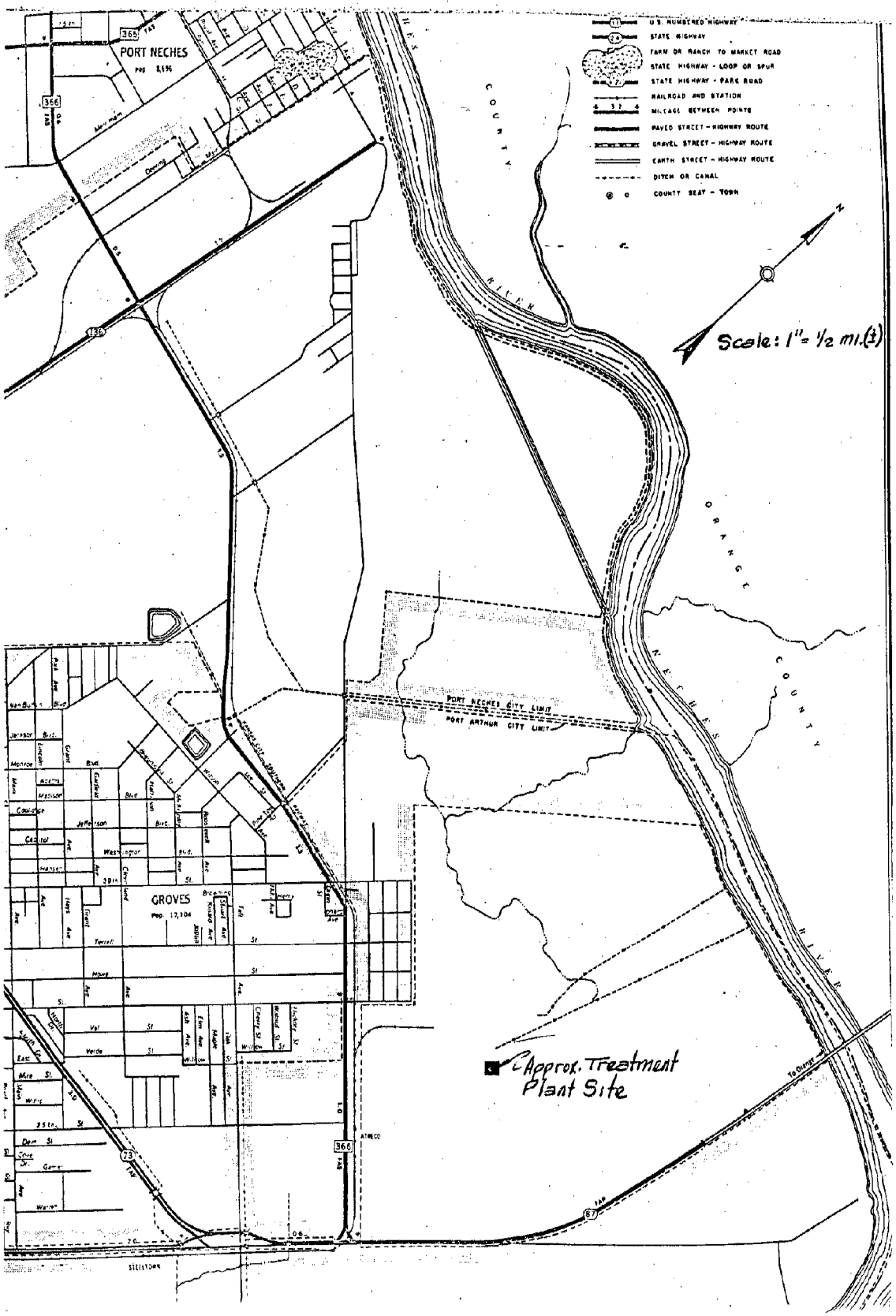
PAGE 901

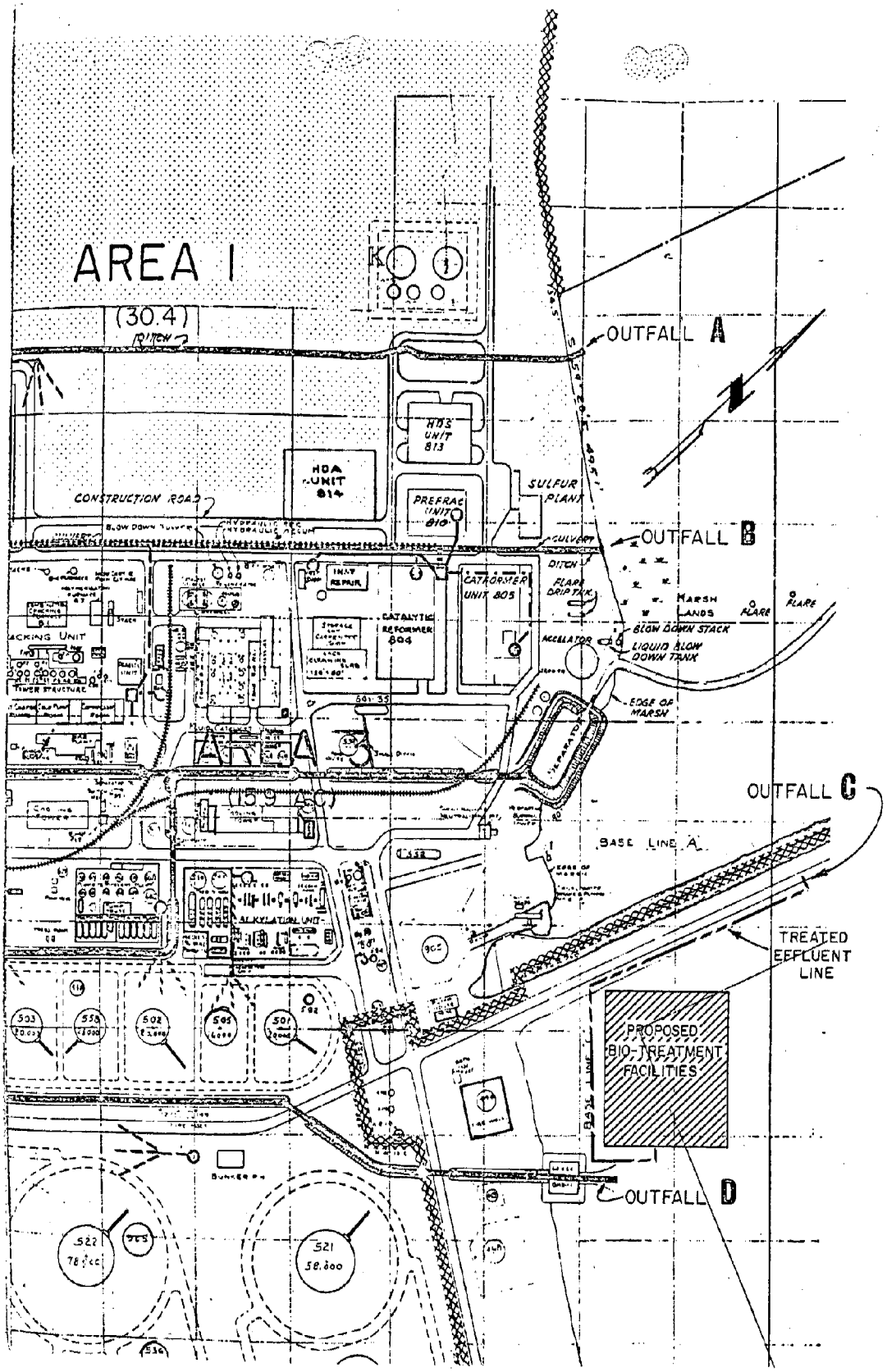
AGENCY CODE	RPT TYP	Q/W	SE CORNER LAT DEG	LAT MIN	LONG DEG	LONG MIN	FIPS CODE ST	CTY	DATE OF COVERAGE YR	MO	DAY	STA	AGENCY PROJECT CODE	IMAGE SCALE	FOCAL LENGT	FILM TYPE	FILM FMT	SENS CLAS	CLOUD COVER	CAM SPEC	QUAD COVER	REMARKS OR SCENE ID	FRAMES FROM	TO	CASSETTE NO.	FRAME
NASAJS	3	2	29	52	093	52			70	11	18	3	1450	119876	04	3	3	2	0		5	614500940	9467	9482	0462	1610
NOS	3	2	29	52	093	52			70	11	10	3	70L-2	30000	04	4	3	1	0	Y	4	110-AB	1003-1007			
NOS	3	2	29	52	093	52			70	11	10	3	70L-1	30000	04	4	3	1	0	Y	3	110-AB	1000-1001			
NASAJS	3	2	29	52	093	52			70	11	03	3	1450	122095	04	3	3	2	0			614500680	8570	8588	0462	0968
NASAJS	3	2	29	52	093	52			70	11	03	3	1450	122307	04	4	3	2	0			614500670	8873	8891	0461	0002
NASAJS	3	2	29	52	093	52			70	10	14	3	1450	118150	04	2	3	2	1			614500250	7850	7858	1331	0335
NASAJS	3	2	29	52	093	52			70	10	14	3	1450	118150	04	3	3	2	1			614500240	8159	8167	1331	0548
USGS	2	2	29	52	093	52			70	04	06	3	VCKB	28018	04	4	3	1	0	Y					0031	0698
NASAJS	3	2	29	52	093	52			69	12	01	3	1150	14068	04	3	3	2	0		3	611500015	5952	5961	0421	0306
NASAJS	3	2	29	52	093	52			69	12	01	3	1150	14092	04	2	3	2	0		2	611500019	0797	0805	0421	0162
NASAJS	3	2	29	52	093	52			69	08	19	3	1100	66730	06	4	3	2	5		5	611000010	0170	0170	0416	0168
NASAJS	3	2	29	52	093	52			69	08	19	3	1100	121771	04	2	3	2	X			611000018	5367	5372	0417	0671
NASAJS	3	2	29	52	093	52			69	08	19	3	1100	124411	04	2	3	2	3			611000018	5373	5373	0417	0677
NASAJS	3	2	29	52	093	52			69	08	19	3	1100	123359	04	3	3	2	7			611000018	5033	5037	0417	0445
NASAJS	3	2	29	52	093	52			69	08	19	3	1100	124060	04	3	3	2	7			611000018	5038	5038	0417	0450
NOS	3	2	29	52	093	52			68	03	13	3	68E	30000	04	4	3	1	0	Y	2	109-LM	2474-2475			
NOS	3	2	29	52	093	52			68	03	13	3	68E	30000	04	4	3	1	0	Y	2	99-F6	2471-2473			
TGDIN	2	2	29	52	093	52			68	03		3		40000	05	4	3	1	0	Y	5					
TGDIN	2	2	29	52	093	52			68	03		3		40000	05	4	3	1	0	Y						
TGDIN	2	2	29	52	093	52			68	03		3		40000	05	4	3	1	0	Y						
NOS	3	2	29	52	093	52			67	11	15	3	67L-2	40000	04	3	3	1	0	Y	5	110-A	8416-8421			
ASCS	3	2	29	52	093	52			66			3	BRA	20000	05	4	3	1	0	Y		JEFFERSON-TX				
NOS	3	2	29	52	093	52			65	03	19	3	65L-3	30000	04	4	3	1	0	Y	4	109-LM	2410-2414			
NOS	3	2	29	52	093	52			65	03	19	3	65L-1	30000	04	4	3	1	0	Y	3	109-LM	2402-2406			
NOS	3	2	29	52	093	52			65	03	19	3	65L-2	30000	04	4	3	1	0	Y	2	109-LM	2408-2409			
TXAERO	1	2	29	52	093	52	48	245	64			3		100000		1	3	1	0		9	1963-64 ST COVER				
TXAERO	1	2	29	52	093	52	48	245	64			3		100000		4	3	1	0		9	JEFFERSON CO				
NOS	3	2	29	52	093	52			63	03	20	3	63W-1	40000	04	4	3	1	0	Y	5	110-A4	4538-4539			
NOS	3	2	29	52	093	52			63	03	20	3	63W-2	40000	04	4	3	1	0	Y	3	110-A4	4540-4543			
NOS	3	2	29	52	093	52			63	03	20	3	63W-7	40000	04	4	3	1	0	Y	3	110-A4	4517-4522			
NOS	3	2	29	52	093	52			63	03	20	3	63W	40000	04	4	3	1	0	Y	2	110-A4	4526-4529			
NOS	3	2	29	52	093	52			61	09	16	3	61S	40000	04	4	3	1	0	Y	6	110-A4	4476-4481			
NOS	3	2	29	52	093	52			61	09	16	3	61S-1	40000	04	4	3	1	0	Y	3	110-A4	4503-4504			
NOS	3	2	29	52	093	52			61	09	16	3	61S-2	40000	04	4	3	1	0	Y	3	110-A4	4429-4432			
NOS	3	2	29	52	093	52			59	06	18	3	5YW	37500	04	4	3	1	0	Y	5	110-A4	5910-5914			
NOS	3	2	29	52	093	52			59	06	18	3	5YW	37500	04	4	3	1	0	Y	2	99-F	5906-5909			
ASCS	1	2	29	52	093	52	48	245	57	04	09	3	BRA	20000	05	4	3	1	0	Y	9	04				
USAF	3	2	29	52	093	52			56	10	11	3	56AM1	11800		4		1	0		9	1 7811189				
USGS	2	2	29	52	093	52			56	10	11	3	VLO KO	11800	04	4	3	1	0	Y					0081	1189
ASCS	1	2	29	52	093	52	48	245	53	04	16	3	BRA	20000	05	4	3	1	0	Y	9	08				
NOS	3	2	29	52	093	52			47	03	25	3	47C-3	24000	03	4	3	1	0	Y	3	110-A	1131-1140			
TXPIC	1	2	29	52	093	52	48	245	38	11	10	3		20000		4	3	1	0		9	JEFFERSON CO TX				
NARS	1	2	29	52	093	52	48	245	38			3	BRA	20000	05	4	3	1	0		9	ASCS PROJECT				
TGDIN	3	2	29	52	093	52			30			3		18000	05	4	3	1	0	Y						

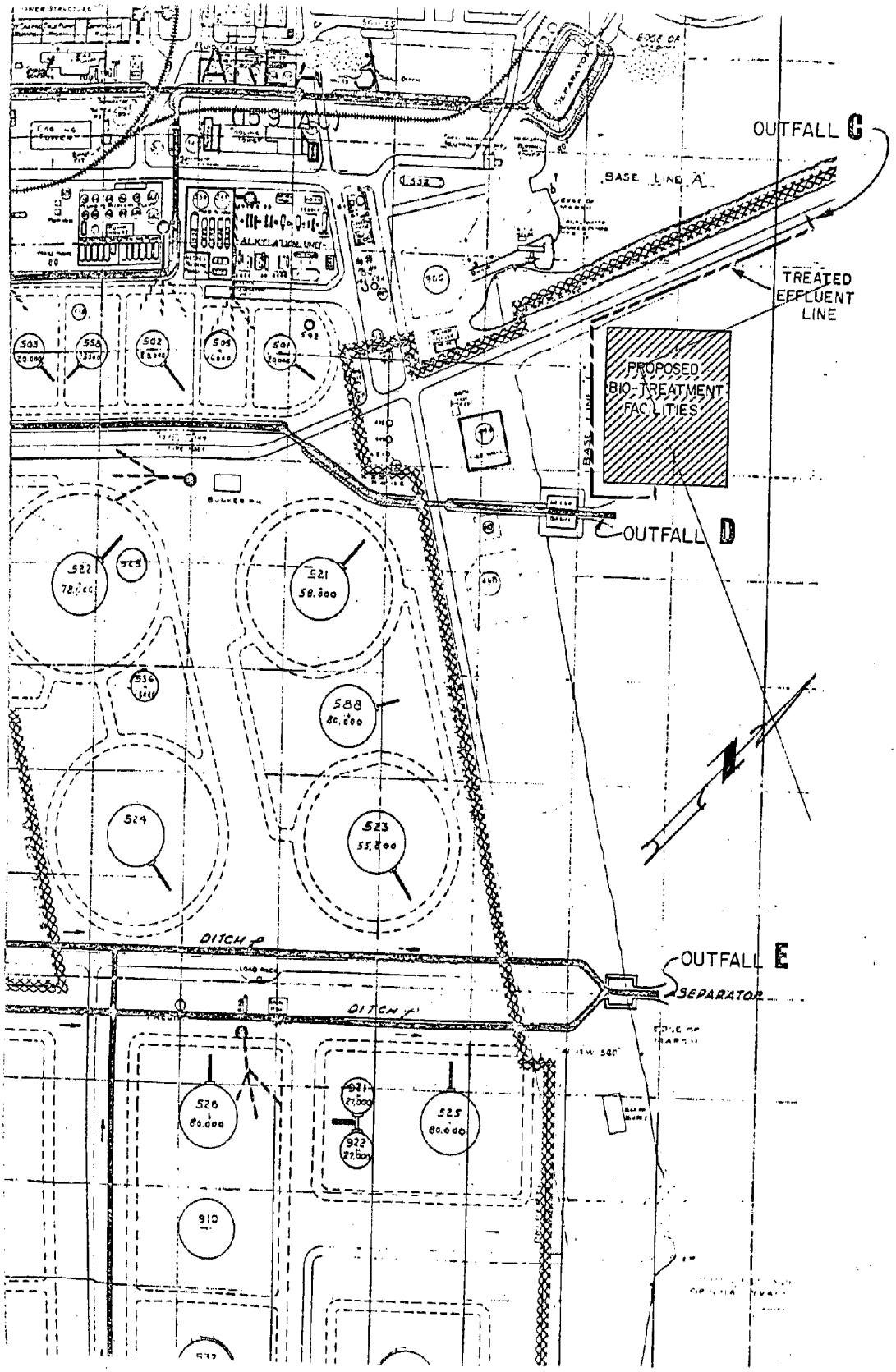
BPSLC_00000098

APPENDIX E

CERCLA FILE - CHRONOLOGICAL


PORT NECHES
GROVES
U.S. NUMBERED HIGHWAY
STATE HIGHWAY
FARM OR RANCH TO MARKET ROAD
STATE HIGHWAY - LOOP OR SPUR
STATE HIGHWAY - PARK ROAD
RAILROAD AND STATION
MILEAGE BETWEEN POINTS
PAVED STREET - HIGHWAY ROUTE
GRAVEL STREET - HIGHWAY ROUTE
EARTH STREET - HIGHWAY ROUTE
DITCH OR CANAL
COUNTY SEAT - TOWN
Scale: 1" = 1/2 mi.
PORT NECHES CITY LIMIT
PORT ARTHUR CITY LIMIT
Approx. Treatment Plant Site
ORANGE COUNTY
NECHES RIVER
To Orange


AREA I
(30.4)
OUTFALL A
HDS UNIT 813
HDA UNIT 814
CONSTRUCTION ROAD
PREFRAC UNIT 810
SULFUR PLANT
OUTFALL B
CULVERT
DITCH
FLARE DRIP TANK
CATFORMER UNIT 805
CATALYTIC REFORMER 804
MARSH LANDS
FLARE
FLARE
BLOW DOWN STACK
LIQUID BLOW DOWN TANK
ACCELATOR
EDGE OF MARSH
AREA 3
(15.9 AC)
OUTFALL C
BASE LINE A
ALKYLATION UNIT
TREATED EFFLUENT LINE
PROPOSED BIO-TREATMENT FACILITIES
OUTFALL D
BUNKER PIT
522
521
58,000


OUTFALL C
BASE LINE A
TREATED EFFLUENT LINE
PROPOSED BIO-TREATMENT FACILITIES
OUTFALL D
OUTFALL E
SEPARATOR
DITCH P
ALKYLATION UNIT
BUNKERS

ARCO Petroleum Products Company
515 South Flower Street
Mailing Address: Box 2679 - T.A.
Los Angeles, California 90051
Telephone 213 486 1913

A. F. Pope
Manager
Environmental Policy and Planning

$ respond.

RECEIVED
EPA REGION VI
1984 MAY 8 AM 10: 26
SUPERFUND BRANCH

May 3, 1984

Mr. Anthony Gardner
U. S. Environmental Protection Agency, Region VI
InterFirst Two Building M/S 6AW-SE
1201 Elm Street
Dallas, Texas 75270

Subject: **CERCLA SITE INFORMATION DATA**

Dear Mr. Gardner:

In 1981, ARCO Petroleum Products Company, in compliance with the CERCLA Section 103(c) notification requirements, submitted Form 8900-1 for the following sites located in EPA Region VI (Note: Region VI identification code numbers are also given:

TX04588	-	Port Arthur Refinery, Groves, Texas
TX08176	-	Consolidated Oil Company Refinery, El Paso, Texas
TX 8834	-	Sinclair Refinery, Sour Lake, Texas
TX01465	-	ARCO Petroleum Products Company Refinery, Houston, Texas
7781 ?	-	Houston Port Authority, Houston, Texas
TX08915	-	Sinclair Consolidated Oil Corp. Refinery, Gladewater, Texas
TX08923	-	Sinclair Refinery, Fort Worth, Texas
TX 2887	-	Consolidated Oil Corp. Topping Plant, Corpus Christi, Texas
OK04456	-	Sand Springs Refinery, Sand Springs, Oklahoma
OK04391	-	Unknown site designation, Muskogee, Oklahoma
OK04383	-	Unknown site designation, Cushing, Oklahoma
OK04120	-	Sinclair Refinery, Vinita, Oklahoma
LA02895	-	Sinclair Refinery, New Orleans, Louisiana (Dup. of LA02902)
LA02909	-	Sinclair Refinery, Mereaux, Louisiana

This letter is to follow up my telephone request of April 30, 1984 for information from your Agency on their current disposition. As we discussed, we previously reviewed the status of these notifications with you last year in your office. This request is for copies of file data you have concerning these locations, specifically tax, real estate, geographical, field investigation reports and the findings of your investigations of these sites which represent information which has become available since June 2, 1983. If a location has not as yet been investigated, I would like to know when the field investigation is scheduled.

If you have some question relating to my request, please contact me at your earliest convenience. I would appreciate hearing from you promptly.

Very truly yours,

A. F. Pope

RECEIVED
MAY 08 1984
EPA REGION VI
FREEDOM OF INFORMATION OFFICER

AW
275
5/22

BPSLC_00000309

ITE DATA
****

EPA ID NO.: TXD065099160 SHEET 01

(ACTION : *__* - FOR DATA ENTRY USE ONLY)

SF ID: *___* *___* *___* SITE NAME: AMERICAN PETROFINA CO SOURCE: R SOURCE COUNTS:

___ *___* STREET: HWY 366 & 32ND ST CONG. DIST: 09 NOTIS: 1

NATL PRIORITY: N CITY: PORT ARTHUR ST: TX ZIP: 77640-_____ STS: 1

HRS: *____.__* CNTY NAME: JEFFERSON CNTY CODE: 245 HRDNS: 1

HRS DATE (YY/MM): *___/___* LATITUDE: 29/54/00.0 LONGITUDE: 093/55/48.0 COMPOSITE: 0

RESPONSE TERMINATION (CHECK ONE IF APPLICABLE): PENDING *__* NO FURTHER ACTION X OTHER: 0

ENF. DISP. (CHECK ANY THAT APPLY): NO VIABLE RESP. PARTY *__* VOL. RESP. *__* ENF. RESP. *__* COST RECOV. *__*

RSPO NAME: *_____* RSPO PHONE: *____-____-_____* FED. FAC. (Y/N): N NON-SITE: *__*

SMSA: 0840 USGS HYDRO. UNIT: 12040201 REG. FLD1: *_____* REG. FLD2: *__*

SITE DESCRIPTION: *_____*
_____
_____
_____

EVENTS
******

	(ACTION - FOR DATA ENTRY USE ONLY)	EVENT TYPE	DATE (YY/MM) STARTED	DATE (YY/MM) COMPLETED	EPA	STATE	RESP/PARTY	OTHER	COUNTS
RESPONSE EVENTS	*__*	(X) SITE DISCOVERY (SD)		80/01					
	__	(X) PRELIMINARY ASSESSMENT (PA)	*___/___*	80/01	*__*	*__*			
	__	SITE INVESTIGATION (SI)	*___/___*	*___/___*	*__*	*__*			
	__	REMEDIAL ACTION (RD)	*___/___*	*___/___*	*__*	*__*	*__*	*__*	*___*
	__	REMOVAL ACTION (RV)	*___/___*	*___/___*	*__*	*__*	*__*	*__*	*___*
ENFORCE. EVENTS	*__*	ENFORCEMENT INVESTIGATION (EI)	*___/___*	*___/___*	*__*	*__*		*__*	
	__	ADMINISTRATIVE ORDER (AO)	*___/___*	*___/___*	*__*	*__*		*__*	
	__	JUDICIAL ACTION (JA)	*___/___*	*___/___*	*__*	*__*		*__*	

EPA ID NO.: TXD065099160 SHEET 02

SITE NAME: AMERICAN PETROFINA CO

ALIAS AND ALIAS LOCATION DATA
****

ALIAS (ACTION *__* - FOR DATA ENTRY USE ONLY)

SEQ. NO.: *___* ALIAS NAME: *_____* SOURCE: *__*

ALIAS LOCATION (ACTION *__* - FOR DATA ENTRY USE ONLY)

CONTIGUOUS PORTION OF SITE: *__*

STREET: *_____* CONG. DIST.: *___*

CITY: *_____* ST: *__* ZIP: *_____-_____*

CNTY NAME: *_____* CNTY CODE: *____*

LAT: *___/___/___.__* LONG.: *___/___/___.__* SMSA: *_____* USGS HYDRO. UNIT: *_____*

ALIAS (ACTION *__* - FOR DATA ENTRY USE ONLY)

SEQ. NO.: *___* ALIAS NAME: *_____* SOURCE: *__*

ALIAS LOCATION (ACTION *__* - FOR DATA ENTRY USE ONLY)

CONTIGUOUS PORTION OF SITE: *__*

STREET: *_____* CONG. DIST.: *___*

CITY: *_____* ST: *__* ZIP: *_____-_____*

CNTY NAME: *_____* CNTY CODE: *____*

LAT: *___/___/___.__* LONG.: *___/___/___.__* SMSA: *_____* USGS HYDRO. UNIT: *_____*

BPSLC_00000311

EPA ID NO.: TXD065099160 SHEET 03

SITE NAME: AMERICAN PETROFINA CO

SITE COMMENTS
****

(ACTION - FOR DATA ENTRY USE ONLY)	COMMENT NUMBER	COMMENT
	001	TXD980623581 ARCO PETROLEUM PROD CO PORT ARTHUR REFINERY
	002	UNKNOWN GROVES, TX 77619

REGION: 06

U. S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF EMERGENCY AND REMEDIAL RESPONSE
DATA BASE UPDATED 84/06/04
T.1 - ERRIS TURNAROUND DOCUMENT

EPA ID NO.: TXD065099160 SHEET 04

SITE NAME: AMERICAN PETROFINA CO

REGIONAL ENTRIES
****

(ACTION - FOR DATA ENTRY USE ONLY)	ENTRY CODE	DESCRIPTION	DATE1 (YY/MM/DD)	DATE2 (YY/MM/DD)	DATE3 (YY/MM/DD)	FREE FIELD
	6HNX.01					TX04588

BPSLC_00000313

PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION

DESIGN MEMORANDUM NO. 1B

HYDROLOGY
(INTERIOR DRAINAGE)

APRIL 1965

TURNER & COLLIE CONSULTING ENGINEERS, INC.
HOUSTON, TEXAS

U. S. ARMY ENGINEER DISTRICT, GALVESTON
CORPS OF ENGINEERS
GALVESTON, TEXAS

F*051489

BPSLC_00000319

PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION

DESIGN MEMORANDUM NO. 1B

HYDROLOGY
(INTERIOR DRAINAGE)

APPENDIX A
ANALYSIS OF WASTE STREAMS

APPENDIX A

F*051490

PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION

DESIGN MEMORANDUM NO 18

HYDROLOGY
(INTERIOR DRAINAGE)

APPENDIX A
ANALYSIS OF WASTE STREAMS

A-01. General.- Because of the large number of industries behind the protection works which discharge cooling water, process water and industrial waste to the interior drainage systems, the problem of corrosion in the pump stations and gravity outlet structures must be considered. In order that consideration may be given to the problem in the preliminary design stages for the General Design Memorandum, samples of the varous waste streams were taken and analyzed, and the results are included as Table 1 of this appendix. Locations of the sample points with respect to the overall project area are shown in Exhibit 1.

A-02. Description of sample points.- Sample point numbers 1, 2, and 3 are in the Star Lake area, and show the effect of combining the Jefferson Chemical wastes with the Sanford Chemical wastes and the discharge from the Neches-Butane outfall channel. For the proposed levee alignment, sample point 3 will be outside the levee

A-03. Samples 4 and 5 were taken in Crane Bayou and the Sabine-Neches waterway. The Sabine-Neches waterway sample was taken because Crane Bayou discharges to the waterway and the characteristics of the Crane Bayou sample may be influenced by the characteristics of the water in the waterway for present conditions. Under project conditions, the effect of the Sabine-Neches waterway characteristics on Crane Bayou water will be eliminated. The comparative samples will assist in evaluating the extent of the change on Crane Bayou water characteristics

A-04 The other waste samples are labelled for the particular waste streams to which they apply. Again, comparative samples were taken at two locations in Taylors Bayou (samples 7 and 12) to assist in evaluating the change in waste stream characteristics under project conditions.

A-05. It is emphasized that the test results shown are for single samples taken on a particular day, and the results do not indicate the normal variations in waste strengths which may be encountered. All of the industries are required to have permits from the Texas Water Pollution Control Board for discharging wastes. The permit applications contain statements of average waste characteristics These statements, together with the data presented in Table 1, should permit a satisfactory evaluation of the corrosion characteristics of the waste streams insofar as their effect on the design of the pump stations and gravity outlets is concerned.

F*051491

BPSLC_00000321

This is not a typing error

	E. DIR.		
	D. DIR.		
	OPS		
	F. SVCS.		1
	ADMIN.		
	LEGAL		

NOV 8 1967

DISTRICT 6
INDUSTRY SURVEYS

ATLANTICRICHFIELD REFINING CO. Box 849 Port Arthur, Texas 77640 Permit No.00491

SURVEY: November 1,1967 by Marshall Elliott and Larry Smaihall

PERSONNEL, Contacted: Plant Manager T.V.Griffith; Supervisor, Engineering G.K.Hoff.
Not Available: Gen.Supt.J.S.Dana; Operations Supt.C.L.Riegner; Eng.Supt.C.M.Southern.

PLANT DATA: Location; west bank of Neches River to FM Road 366, north of TexHwy 87.
Employees; Day hours, Mon.thru Fri. 325. Each shift 50, about 225 total. Total 550.
Capacity; 84,000 bbl./day of crude oil.
Products; LPG, Gasoline, Specialty Naphthas, Kerosene, Distillate Fuels, Residual fuels, Detergent Alkylates
Process Units; 1 Crude Still, 1 Thermal Vis Breaker, 1 FCC, 2 Catalytic Reformers (including Aromatics Fractionation and Hydro-dealkylation), Hydro-desulfurizer for distillate fuels, Alkylation Unit (sulfuric acid) for gasoline production, Propylene Polymerization (and polymer fractionation), Sulfur Recovery Unit (from H_2S), Caustic Wash Unit on FCC distillate, Detergent Alkylate Unit.

WATER SUPPLY: From Neches River; About 3000 gpm is used for cooling in the Visbreaker Unit.
From LNVA: Average 3.5 MG/D, fairly constant. About half is used directly for cooling tower make-up; the rest is clarified with alum and filtered for boiler water and process use. Part of the boiler feed water is softened by ion exchange using NaCl regeneration; the rest is demineralized by ion exchange.

WASTE WATER: All water from the plant, including rain water is discharged thru :

1. The "Country Club Ditch", a small ditch running thru company owned, vacant property north of the process area and discharging into the swamp. This swamp, about 1 mile wide, lies between the the refinery area and the river. This ditch receives only the waste from the Demineralizing Unit, alternately dilute sulfuric acid and dilute NaOH with the day-long balance on the acid side. Plans are now made to transfer this stream to the "South Ditch".
2. The "South Separator", an earthen pit which receives rain run-off, and tank draw water from the tank farm which comprises the south half of the refinery area. It also receives the waste water, 100 gpm, from the Detergent Alkylate unit. Water from the separator discharges into the swamp.
3. The main outfall canal which discharges into the river about 1 mile north of the Hy.87 bridge. This stream is a combination of two major streams within the process area, viz.
   a. The "North Ditch" (which is actually a covered conduit for half its course). This ditch receives about half the rain water, the once-thru cooling water, sludge from the water clarifier, regeneration waste from the softeners, boiler blow-down and waste, process and wash-up, from the crude still.
      The North Ditch runs about 300 yd. into the swamp and then joins with the--
   b. "Accellator Outfall" which contains all the other process wastes, cooling tower blow-down and such rain water as does not flow thru one of the other ditches. It carries, also, all sanitary waste, after passing thru several septic tanks.
      This stream contains practically all the oily wastes. It passes thru an earthen pit separator to remove most of the oil and settleable solids. The water from the separator is pumped into an Infiloo "Accellator" where it is treated with alum floc and Poriflloc 822 to produce, normally, a fairly clear water with low oil content. This flocculation-sedimentation also removes, as sludge, a substantial part of the COD content of the incoming water. Sludge from the Accellator is pumped to a large pit in the swamp between the refinery and the river, from which no significant water overflow has yet occurred in the 10 years which the unit has operated

OTHER WASTES:

1. Weak, 10%, caustic sod[illegible] the first stage washing of [illegible]ytic naphtha is sold to th Merichem Co. in Houston.
2. Strong, 30%, caustic from the second stage wash, containing mercaptans, is regenerated. A small slip stream goes to the ditch.
3. Spent sulfuric acid from the alkylation plant is "traded-in" to an acid manufacturer.
4. H_2S in gases and light naphthas is removed by ethanol absorption for conversion to su
5. The waste from the Detergent Alkylate Unit, mentioned above as going to the South Separator, is acidic and also contains emulsufing materials.

WASTE TESTING AND MEASUREMENT:

There is a recording flowmeter-thermometer on the inflow to the Accellator and a wier with recording level-thermometer on the North Ditch.

The Accellator outflow is sampled continuously with an automatic sampler taking 24 hr. composites. Two of these composites are analysed each week for pH, Sulfie, Chloride, Phenolic Compounds, COD, IOD, SS, and TDS.

Occasional spot samples from the North Ditch are similarly analysed.

Bi-weekly spot samples from the outfall canal near its discharge into the river. get the same analysis. Their long-time records show a small, but reasonably consistent quality improvement from the mile of flow thru the outfall ditch.

They have also been testing the river itself for DO for the past year or so. Tests are taken at several stations starting above their outfall and extending well down into the ship channel where it passes thru the lake. The results are interesting, may be of so help to us, but will require more study than we had time for on this visit.

SURVEY DATA:	North Ditch	Accellator
Average Flow, Jan.-Oct.'67: Gpm	750	1580
At Time of Survey		
Flow: Gpm	720	1900
pH	7.2	8.6
DO	2.0	—
°F	102	91

DO was not run on the Accellator outflow because their records always show an Immediate Oxygen Demand 9due to sulfides). We didn't test or sample the outfall ditch at the river, which is their permit control point, because the difficult access would have taken about two hours and it was already 5 pm. Samples from the other two streams were shipped to the D of H.

The North Ditch was turbid, but carried very little visible oil and had no odor. The Accellator outflow was, at this particular time, very turbid, with large but non-settling flocs and quite dark. This is an "upset", but not uncommon, condition. The pH had jumped during the previous hour from a consistent 8.0 all day to the 8.6 which we found. In my own experience, this will upset any flocculation settling unit. We shall check these streams again when the clarifier is running normally at our first opportunity.

PLANS FOR THE FUTURE: During the next year or so, they plan to:

1. Instal facilities for recovering the emulsufing compounds from the Detergent Plant waste water and putting this water into the Accellator system.
2. Arrange to pump demineralizer wastes into the Accellator system.
3. Provide facilities for feeding the FCC sour water (high in sulfide and phenolics) to the crude unit desalter where much of these contaminants will be removed.
4. Replace the ineffecient earthen pit separator on the Accellator feed by a modern API separator.

RECOMMENDATIONS : None until we have had more extensive study.

Marshall Elliott

Marshall Elliott
November 3, 1967

BPSLC_00000323

EPA Notification of Hazardous Waste Site

TXS-000-001-545 000979

United States Environmental Protection Agency Washington DC 20460

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies.

* There are no records of waste handling at this site. However, a refinery was operated at the site. It was common industry practice to dispose of wastes on plant grounds. We may have followed prevailing disposal practices. Such wastes may have been considered hazardous under RCRA regulations.

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name: ARCO PETROLEUM PRODUCTS Company (1)

Street: 515 South Flower Street

(1) A Division of Atlantic Richfield Company, Los Angeles, California

City: Los Angeles State: CA Zip Code: 90071

B Site Location: TXD 98-062-3581

Enter the common name (if known) and actual location of the site.

Name of Site: Port Arthur Refinery

Street:

City: Groves County: State: TX Zip Code: 77619

or TX04588

HAZ-TX10305

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title): Pope, Arthur F., Mgr., Envir. Policy & Planning

Phone: (213) 486-1913

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year): 1937 To (Year): 1969

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in item I—Description of Site.

General Type of Waste: Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☐ Organics
2. ☐ Inorganics
3. ☐ Solvents
4. ☐ Pesticides
5. ☐ Heavy metals
6. ☐ Acids
7. ☐ Bases
8. ☐ PCBs
9. ☐ Mixed Municipal Waste
10. ☐ Unknown
11. ☒ Other (Specify) Unknown wastes from petroleum refining and related activities

Source of Waste: Place an X in the appropriate boxes.

1. ☐ Mining
2. ☐ Construction
3. ☐ Textiles
4. ☐ Fertilizer
5. ☐ Paper/Printing
6. ☐ Leather Tanning
7. ☐ Iron/Steel Foundry
8. ☐ Chemical, General
9. ☐ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☐ Transformers
13. ☐ Utility Companies
14. ☐ Sanitary/Refuse
15. ☐ Photofinish
16. ☐ Lab/Hospital
17. ☐ Unknown
18. ☒ Other (Specify) Petroleum refining and related activities

Option 2: This option is available to persons familiar with the Resource Conservation and Recovery Act (RCRA) Section 3001 regulations (40 CFR Part 261).

Specific Type of Waste:
EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter the appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the site is located.

Form Approved
OMB No. 2000-0138

EPA Form 3900-1

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BPSLC_00000325

EPA

POTENTIAL HAZARDOUS WASTE SITE LOG

SITE NUMBER: TX 10308

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

SITE NAME AND STREET ADDRESS (or other identifier): Arco Petroleum Prod. Co. - Pt. Arthur Refinery

CITY: Groves | STATE: TX | ZIP CODE: 77619

SUMMARY OF POTENTIAL OR KNOWN PROBLEM

Dupl of TX 4588

ITEM	DATE OF DETERMINATION OR COMPLETION	RESPONSIBLE ORGANIZATION OR INDIVIDUAL (EPA, State, Contractor, Other)	PERSON MAKING ENTRY TO LOG FORM	DATE ENTERED ON LOG (mo,day,yr)
1. IDENTIFICATION OF POTENTIAL PROBLEM	11-1-82	SFN	[illegible]	11-1-82
2. PRELIMINARY ASSESSMENT				
APPARENT SERIOUSNESS OF PROBLEM:	☐ HIGH	☐ MEDIUM	☐ LOW	☐ NONE ☐ UNKNOWN
3. SITE INSPECTION				
4. EPA TENTATIVE DISPOSITION (check appropriate item(s) below)				
☐ a. NO ACTION NEEDED				
☐ b. INVESTIGATIVE ACTION NEEDED				
☐ c. REMEDIAL ACTION NEEDED				
☐ d. ENFORCEMENT ACTION NEEDED				
5. EPA FINAL STRATEGY DETERMINATION (check appropriate item(s) below)				
☐ a. NO ACTION NEEDED				
☐ b. REMEDIAL ACTION NEEDED				
☐ c. REMEDIAL ACTION NEEDED BUT, NO RESOURCES AVAILABLE				
☐ d. ENFORCEMENT ACTION NEEDED				
☐ (1) CASE DEVELOPMENT PLAN PREPARED				
☐ (2) ENFORCEMENT CASE FILED OR ADMINISTRATIVE ORDER ISSUED				
6. STRATEGY COMPLETED				

EPA Form T2070-1 (R.12-79) PREVIOUS EDITION MAY BE USED

File in TX 4588 (160)

EPA POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION

REGION 6 | SITE NUMBER TX 10308

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

A. SITE NAME: Arco Petro. Prod. Co - Port Arthur Refinery

B. STREET (or other identifier): Unknown

C. CITY: Groves

D. STATE: TX

E. ZIP CODE: 77619

F. COUNTY NAME: Jefferson 245

G. OWNER/OPERATOR (if known)
NAME

2. TELEPHONE NUMBER

H. TYPE OF OWNERSHIP (if known)
☐ 1. FEDERAL ☐ 2. STATE ☐ 3. COUNTY ☐ 4. MUNICIPAL ☐ 5. PRIVATE ☐ 6. UNKNOWN

I. SITE DESCRIPTION

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)
SF TXS 1545

K. DATE IDENTIFIED (mo., day, & yr.)

L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM

~~TXD 980623581~~

Dupl TX04588

M. PREPARER INFORMATION
1. NAME: [illegible] LAW-SE

2. TELEPHONE NUMBER: 214/767-3274

3. DATE (mo., day, & yr.): 7-29-82

EPA Form 2070-8 (5-80)

EPA Notification of Hazardous Waste Site

JUN 17 1981

United States Environmental Protection Agency
Washington DC 20460

TXS-000-001-540 5 000979 6AEP

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies.

* There are no records of waste handling at this site. However, a refinery was operated at the site. It was common industry practice to dispose of wastes on plant grounds. We may have followed prevailing disposal practice. ~~Such wastes may have been consider~~ed hazardous under RCRA regulations.

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name: ARCO PETROLEUM PRODUCTS Company (1)

Street: 515 South Flower Street

City: Los Angeles State: CA Zip Code: 90071

(1) A Division of Atlantic Richfield Company, Los Angeles, California

B Site Location: TXD 98-062-3581

Enter the common name (if known) and actual location of the site.

Name of Site: Port Arthur Refinery

Street:

City: Groves County: State: TX Zip Code: 77619

cc TX04588 HAZ-TX10358

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title): Pope, Arthur F., Mgr., Envir. Policy & Planning

Phone: (213) 486-1913

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year): 1937 To (Year): 1969

no comments found in the file

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in Item I—Description of Site.

General Type of Waste: Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☐ Organics
2. ☐ Inorganics
3. ☐ Solvents
4. ☐ Pesticides
5. ☐ Heavy metals
6. ☐ Acids
7. ☐ Bases
8. ☐ PCBs
9. ☐ Mixed Municipal Waste
10. ☐ Unknown
11. ☒ Other (Specify) Unknown wastes from petroleum refining and related activities

Source of Waste: Place an X in the appropriate boxes.

1. ☐ Mining
2. ☐ Construction
3. ☐ Textiles
4. ☐ Fertilizer
5. ☐ Paper/Printing
6. ☐ Leather Tanning
7. ☐ Iron/Steel Foundry
8. ☐ Chemical, General
9. ☐ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☐ Transformers
13. ☐ Utility Companies
14. ☐ Sanitary/Refuse
15. ☐ Photofinish
16. ☐ Lab/Hospital
17. ☐ Unknown
18. ☒ Other (Specify) Petroleum refining and related activities.

Option 2: This option is available to persons familiar with the Resource Conservation and Recovery Act (RCRA) Section 3001 regulations (40 CFR Part 261).

Specific Type of Waste: EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter the appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the site is located.

Form Approved
OMB No. 2000-0138

EPA Form 3900-1

Notification of Hazardous Waste Sit

Side Two

F Waste Quantity:

Place an X in the appropriate boxes to indicate the facility types found at the site.

In the "total facility waste amount" space give the estimated combined quantity (volume) of hazardous wastes at the site using cubic feet or gallons.

In the "total facility area" space, give the estimated area size which the facilities occupy using square feet or acres.

Facility Type

1. ☐ Piles
2. ☐ Land Treatment
3. ☒ Landfill
4. ☐ Tanks
5. ☐ Impoundment
6. ☒ Underground Injection
7. ☐ Drums, Above Ground
8. ☐ Drums, Below Ground
9. ☒ Other (Specify) Unknown

Total Facility Waste Amount

cubic feet Unknown

gallons

Total Facility Area

square feet Unknown

acres

G Known, Suspected or Likely Releases to the Environment:

Place an X in the appropriate boxes to indicate any known, suspected, or likely releases of wastes to the environment.

☐ Known ☐ Suspected ☐ Likely ☐ None
☒ Unknown

Note: Items H and I are optional. Completing these items will assist EPA and State and local governments in locating and assessing hazardous waste sites. Although completing the items is not required, you are encouraged to do so.

H Sketch Map of Site Location: (Optional)

Sketch a map showing streets, highways, routes or other prominent landmarks near the site. Place an X on the map to indicate the site location. Draw an arrow showing the direction north. You may substitute a publishing map showing the site location.

I Description of Site: (Optional)

Describe the history and present conditions of the site. Give directions to the site and describe any nearby wells, springs, lakes, or housing. Include such information as how waste was disposed and where the waste came from. Provide any other information or comments which may help describe the site conditions.

SEE top of [illegible] page

J Signature and Title:

The person or authorized representative (such as plant managers, superintendents, trustees or attorneys) of persons required to notify must sign the form and provide a mailing address (if different than address in item A). For other persons providing notification, the signature is optional. Check the boxes which best describe the relationship to the site of the person required to notify. If you are not required to notify check "Other".

Name Arthur F. Pope, Mgr., Envir. Policy & Planning

Street 515 South Flower Street

City Los Angeles State CA Zip Code 90071

Signature Arthur F. Pope Date 6/8/81

☐ Owner, Present
☐ Owner, Past
☐ Transporter
☐ Operator, Present
☒ Operator, Past
☐ Other

EPA

POTENTIAL HAZARDOUS WASTE SITE
IDENTIFICATION AND PRELIMINARY ASSESSMENT

REGION	SITE NUMBER (to be assigned by Hq)
VI	TX 2674

NOTE: This form is completed for each potential hazardous waste site to help set priorities for site inspection. The information submitted on this form is based on available records and may be updated on subsequent forms as a result of additional inquiries and on-site inspections.

GENERAL INSTRUCTIONS: Complete Sections I and III through X as completely as possible before Section II *(Preliminary Assessment)*. File this form in the Regional Hazardous Waste Log File and submit a copy to: U.S. Environmental Protection Agency; Site Tracking System; Hazardous Waste Enforcement Task Force *(EN-335)*; 401 M St., SW; Washington, DC 20460.

I. SITE IDENTIFICATION

A. SITE NAME: BP OIL COMPANY

B. STREET *(or other identifier)*: P. O. Box 849*

C. CITY: Port Arthur

D. STATE: TX

E. ZIP CODE: 77640

F. COUNTY NAME: Jefferson

G. OWNER/OPERATOR *(if known)*
1. NAME: American Petrofina
Ken Suiter, Plant Manager
2. TELEPHONE NUMBER: 713/962-4421

H. TYPE OF OWNERSHIP
☐ 1. FEDERAL ☐ 2. STATE ☐ 3. COUNTY ☐ 4. MUNICIPAL ☒ 5. PRIVATE ☐ 6. UNKNOWN

I. SITE DESCRIPTION: BP Oil Co., was transferred to American Petrofina in July 1973. Form T2070-2 has been completed for American Petrofina, Hazsit, TX 4588 and is located in EPA Region VI files.

J. HOW IDENTIFIED *(i.e., citizen's complaints, OSHA citations, etc.)*:

K. DATE IDENTIFIED *(mo., day, & yr.)*:

L. PRINCIPAL STATE CONTACT
1. NAME: David Buchanan, TDWR District 6
2. TELEPHONE NUMBER: 713/883-2973

II. PRELIMINARY ASSESSMENT *(complete this section last)*

A. APPARENT SERIOUSNESS OF PROBLEM
☐ 1. HIGH ☐ 2. MEDIUM ☐ 3. LOW ☐ 4. NONE ☒ 5. UNKNOWN

B. RECOMMENDATION
☐ 1. NO ACTION NEEDED *(no hazard)*
☐ 2. IMMEDIATE SITE INSPECTION NEEDED
a. TENTATIVELY SCHEDULED FOR:
b. WILL BE PERFORMED BY:
☐ 3. SITE INSPECTION NEEDED
a. TENTATIVELY SCHEDULED FOR:
b. WILL BE PERFORMED BY:
☐ 4. SITE INSPECTION NEEDED *(low priority)*

Insufficient data in state files to determine whether potential hazard exist.

C. PREPARER INFORMATION
1. NAME: Barry Nash *Barry Nash*
2. TELEPHONE NUMBER: 214/742-6602
3. DATE *(mo., day, & yr.)*: Nov. 11, 1980

III. SITE INFORMATION

A. SITE STATUS
☐ 1. ACTIVE *(Those industrial or municipal sites which are being used for waste treatment, storage, or disposal on a continuing basis, even if infrequently.)*
☐ 2. INACTIVE *(Those sites which no longer receive wastes.)*
☐ 3. OTHER *(specify)*: *(Those sites that include such incidents like "midnight dumping" where no regular or continuing use of the site for waste disposal has occurred.)*

B. IS GENERATOR ON SITE?
☐ 1. NO ☐ 2. YES *(specify generator's four-digit SIC Code)*:

C. AREA OF SITE *(in acres)*:

D. IF APPARENT SERIOUSNESS OF SITE IS HIGH, SPECIFY COORDINATES
1. LATITUDE *(deg.—min.—sec.)*:
2. LONGITUDE *(deg.—min.—sec.)*:

E. ARE THERE BUILDINGS ON THE SITE?
☐ 1. NO ☐ 2. YES *(specify)*:

T2070-2 (10-79) *Site at NW corner of 87 and FM 366

Continue On Reverse

Continued From Front

IV. CHARACTERIZATION OF SITE ACTIVITY

Indicate the major site activity*(ies)* and details relating to each activity by marking 'X' in the appropriate boxes.

A. TRANSPORTER	B. STORER	C. TREATER	D. DISPOSER
1. RAIL	1. PILE	1. FILTRATION	1. LANDFILL
2. SHIP	2. SURFACE IMPOUNDMENT	2. INCINERATION	2. LANDFARM
3. BARGE	3. DRUMS	3. VOLUME REDUCTION	3. OPEN DUMP
4. TRUCK	4. TANK, ABOVE GROUND	4. RECYCLING/RECOVERY	4. SURFACE IMPOUNDMENT
5. PIPELINE	5. TANK, BELOW GROUND	5. CHEM./PHYS. TREATMENT	5. MIDNIGHT DUMPING
6. OTHER *(specify)*:	6. OTHER *(specify)*:	6. BIOLOGICAL TREATMENT	6. INCINERATION
		7. WASTE OIL REPROCESSING	7. UNDERGROUND INJECTION
		8. SOLVENT RECOVERY	8. OTHER *(specify)*:
		9. OTHER *(specify)*:	

E. SPECIFY DETAILS OF SITE ACTIVITIES AS NEEDED

V. WASTE RELATED INFORMATION

A. WASTE TYPE

[X] 1. UNKNOWN [ ] 2. LIQUID [ ] 3. SOLID [ ] 4. SLUDGE [ ] 5. GAS

B. WASTE CHARACTERISTICS

[X] 1. UNKNOWN [ ] 2. CORROSIVE [ ] 3. IGNITABLE [ ] 4. RADIOACTIVE [ ] 5. HIGHLY VOLATILE
[ ] 6. TOXIC [ ] 7. REACTIVE [ ] 8. INERT [ ] 9. FLAMMABLE

[ ] 10. OTHER *(specify)*:

C. WASTE CATEGORIES

1. Are records of wastes available? Specify items such as manifests, inventories, etc. below.

2. Estimate the amount*(specify unit of measure)* of waste by category; mark 'X' to indicate which wastes are present.

a. SLUDGE	b. OIL	c. SOLVENTS	d. CHEMICALS	e. SOLIDS	f. OTHER
AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE
'X' (1) PAINT, PIGMENTS	'X' (1) OILY WASTES	'X' (1) HALOGENATED SOLVENTS	'X' (1) ACIDS	'X' (1) FLYASH	'X' (1) LABORATORY PHARMACEUT.
(2) METALS SLUDGES	(2) OTHER *(specify)*:	(2) NON-HALOGNTD. SOLVENTS	(2) PICKLING LIQUORS	(2) ASBESTOS	(2) HOSPITAL
(3) POTW		(3) OTHER *(specify)*:	(3) CAUSTICS	(3) MILLING/ MINE TAILINGS	(3) RADIOACTIVE
(4) ALUMINUM SLUDGE			(4) PESTICIDES	(4) FERROUS SMLTG. WASTES	(4) MUNICIPAL
(5) OTHER *(specify)*:			(5) DYES/INKS	(5) NON-FERROUS SMLTG. WASTES	(6) OTHER *(specify)*:
			(6) CYANIDE	(6) OTHER *(specify)*:	
			(7) PHENOLS		
			(8) HALOGENS		
			(9) PCB		
			(10) METALS		
			(11) OTHER *(specify)*		

 Continue On Page 3

BPSLC_00000335

Continued From Page 2

V. WASTE RELATED INFORMATION *(continued)*

3. LIST SUBSTANCES OF GREATEST CONCERN WHICH MAY BE ON THE SITE *(place in descending order of hazard)*.

Unknown

4. ADDITIONAL COMMENTS OR NARRATIVE DESCRIPTION OF SITUATION KNOWN OR REPORTED TO EXIST AT THE SITE.

VI. HAZARD DESCRIPTION

A. TYPE OF HAZARD	B. POTENTIAL HAZARD *(mark 'X')*	C. ALLEGED INCIDENT *(mark 'X')*	D. DATE OF INCIDENT *(mo., day, yr.)*	E. REMARKS
1. NO HAZARD				
2. HUMAN HEALTH				
3. NON-WORKER INJURY/EXPOSURE				
4. WORKER INJURY				
5. CONTAMINATION OF WATER SUPPLY				
6. CONTAMINATION OF FOOD CHAIN				
7. CONTAMINATION OF GROUND WATER				
8. CONTAMINATION OF SURFACE WATER				
9. DAMAGE TO FLORA/FAUNA				
10. FISH KILL				
11. CONTAMINATION OF AIR				
12. NOTICEABLE ODORS				
13. CONTAMINATION OF SOIL				
14. PROPERTY DAMAGE				
15. FIRE OR EXPLOSION				
16. SPILLS/LEAKING CONTAINERS/ RUNOFF/STANDING LIQUIDS				
17. SEWER, STORM DRAIN PROBLEMS				
18. EROSION PROBLEMS				
19. INADEQUATE SECURITY				
20. INCOMPATIBLE WASTES				
21. MIDNIGHT DUMPING				
22. OTHER *(specify)*:				

 Continue On Reverse

BPSLC_00000336

VII. PERMIT INFORMATION

A. INDICATE ALL APPLICABLE PERMITS HELD BY THE SITE.

☐ 1. NPDES PERMIT ☐ 2. SPCC PLAN ☐ 3. STATE PERMIT *(specify)*: _____

☐ 4. AIR PERMITS ☐ 5. LOCAL PERMIT ☐ 6. RCRA TRANSPORTER

☐ 7. RCRA STORER ☐ 8. RCRA TREATER ☐ 9. RCRA DISPOSER

☐ 10. OTHER *(specify)*: _____

B. IN COMPLIANCE?

☐ 1. YES ☐ 2. NO ☐ 3. UNKNOWN

4. WITH RESPECT TO *(list regulation name & number)*: _____

VIII. PAST REGULATORY ACTIONS

☐ A. NONE ☐ B. YES *(summarize below)*

IX. INSPECTION ACTIVITY *(past or on-going)*

☐ A. NONE ☐ B. YES *(complete items 1,2,3, & 4 below)*

1. TYPE OF ACTIVITY	2. DATE OF PAST ACTION *(mo., day, & yr.)*	3. PERFORMED BY: *(EPA/State)*	4. DESCRIPTION

X. REMEDIAL ACTIVITY *(past or on-going)*

☐ A. NONE ☐ B. YES *(complete items 1, 2, 3, & 4 below)*

1. TYPE OF ACTIVITY	2. DATE OF PAST ACTION *(mo., day, & yr.)*	3. PERFORMED BY: *(EPA/State)*	4. DESCRIPTION

NOTE: Based on the information in Sections III through X, fill out the Preliminary Assessment *(Section II)* information on the first page of this form.

BPSLC_00000337

PERMIT NO. 00491

PAGE NO. 1. This page supersedes and replaces page 1 of Permit issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1108 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7621d-1, Vernon's Texas Civil Statutes

I. Name of Permittee B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C

1. Name
2. Address P. O. Box 849
3. City Port Arthur, Texas 77640

II. Type of Permit: Regular Interlocutory Order of the Board for Permit No. 00491 Amended

III. Nature of Business Producing Waste
Petroleum Refinery

IV. General Description and Location of Waste Disposal System
Description: Existing Facilities - API separator, holding (equalization) b and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by add final clarifier and sludge return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 36 Northeast of the City of Groves, Jefferson County, Texas.

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on t verse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste - Process wastewater - 80%; cooling water - 15 Boiler blowdown - 5%.

Volume: Average 3,000,000 gallons per day; not to exceed 3,500,000 gallons day; not to exceed 2,400 gallons per minute.

Quality: Samples to be taken at point of discharge. Effluent quality requ ments for Second Phase Improvements:

QUALITY CONTINUED - SEE ATTACHMENT I

Point of Discharge: Through a 24" pipe into a company-owned boat canal adj to the plant site in Jefferson County, Texas; thence into the Neches River the Neches River Basin.

2. Special Provisions
SEE ATTACHMENT I

3. This permit becomes effective December 31, 1972 and is valid until amended or revoked by the

ISSUED this 30th day of April 1969

Also see Attachment "A" to Page 1.

Executive Director

For the Board

Quality continued:

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individua Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	30	40	60
Volatile Suspended Solids, mg/l	20	30	50
Settleable Matter, mg/l	20	30	40
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mg/l	40	50	75
Chemical Oxygen Demand, mg/l	150	200	250
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	40	50	75
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiv water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cau foaming or frothing of a persistent nature in t receiving waters.

SPECIAL PROVISIONS:

All domestic sewage shall be collected and pumped to the City of Port Arthur sewerage system for treatment. This provision is exclusive of small septic tank installations in remote areas of the refinery property.

A flow measuring device and readily accessible sampling point shall be provided and maintained by the permittee.

This is an interlocutory order of the Board granting a Regular Permit for Outlet No. C on an interim basis. This order and that part of the application covering Outlet No. C pursuant to which it is issued are continued on the docket of the Board for further consideration and action. The permittee is directed to proceed to provide for treatment of the wastes in a manner consistent with the best practice in the field of activity in which permittee is engaged, under the conditions applicable to permittee. In achieving this standard of treatment, the permittee shall be guided by the effluent quality objectives set forth above. By December 31, 1972 and prior to the issuance of a final order, the Board will review this matter further. At that time, the Board plans to amend the terms and conditions of this permit so that the maximum allowable concentrations which will be authorized in the effluent will not exceed those set forth above. The Board reserves the right, however, to impose other or different terms and conditions than those specified above.

The effluent quality objectives set forth above shall be complied with by December 31, 1972. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Attachment A, effective July 1, 1970. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall continue submitting quarterly progress reports begun on January 1, 1970 until final action by the Board.

Attachment "A"

NAME OF PERMITTEE: B[illegible] Corporation (Formerly Atlan[illegible] Richfield Company) - Outlet C
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Interlocutory Order of the Board for Permit #00491

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Existing Facilities - API separator, holding (equalization) basin and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by adding final clarifier and sludge return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character:

Process wastewater	- 80%
Cooling water	- 15%
Boiler Blowdown	- 4.5%
Septic tank effluent	- 0.5%

Volume: Average 3,000,000 Gallons per Day; Maximum 3,500,000 Gallons per Day; Maximum 2,440 Gallons per Minute

Quality: Samples to be taken at point of discharge. Effluent quality requirements for First Phase Improvements:

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	300	400	500
Volatile Suspended Solids, mg/l	200	300	400
Settleable Matter, mg/l	200	300	400
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mg/l	60	80	100
Chemical Oxygen Demand, mg/l	300	350	400
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	60	75	150
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

[illegible] in such amounts that will cause

Point of Discharge: Through a 24" pipe into a company-owned boat canal adjacent to the plant site in Jefferson County, Texas; thence into the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

All domestic sewage is presently treated in septic tanks and the effluent is discharged with process wastewaters. As a part of the First Phase improvements, the effluent from all large septic tanks will be collected and pumped to the City of Port Arthur sewer system for treatment. Completion date for First Phase: July 1, 1970. The effluent quality objectives set forth above shall be complied with by July 1, 1970. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Page No. 1 issued March 4, 1963. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall submit quarterly progress reports on the waste treatment improvements beginning January 1, 1970 until final action by the Board.

This permit becomes effective January 1, 1970 and is valid until superseded by the terms and conditions which become effective December 31, 1972.

PERMIT NO. 00491

PAGE NO. 2. This page supplements Permit No. 00491 issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1103 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7621d-1, Vernon's Texas Civil Statutes

I. Name of Permittee B. P. Corporation (Formerly Atlantic Richfield Company) Outlet A

1. Name
2. Address P. O. Box 849
3. City Port Arthur, Texas 77640

II. Type of Permit: Regular_____ Amended Amendment

III. Nature of Business Producing Waste
Petroleum Refinery

IV. General Description and Location of Waste Disposal System

Description: Open drainage ditch - no treatment provided.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366 Northeast of the City of Groves, Jefferson County, Texas

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on the verse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste (Nonoily storm water runoff)

Volume: Average variable with rainfall; not to exceed 46,000,000 gallons per day; not to exceed 31,900 gallons per minute.

Quality: Essentially uncontaminated storm runoff.

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

2. Special Provisions
A readily accessible sampling point shall be provided and maintained by the permittee.

3. This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

ISSUED this 30th day of April, 1969

Executive Director

For the Board

PERMIT NO. 00491

PAGE NO. 3. This page supplements Permit No. 00491 issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1108 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7021d-1, Vernon's Texas Civil Statutes

I. Name of Permittee

1. Name: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet B
2. Address: P. O. Box 849
3. City: Port Arthur, Texas 77640

II. Type of Permit: Regular _____ Amended xxx

III. Nature of Business Producing Waste

Petroleum Refinery

IV. General Description and Location of Waste Disposal System

Description: Open drainage ditch - no treatment provided.

Location: North of the intersection of U.S. Highway 87 and F. M. Highway 36 Northeast of the City of Groves, Jefferson County, Texas.

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on the verse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste - Once-through cooling water - 97%; Boiler wate treatment discharge - 3% (percentages based on dry-weather flow) Non-oily storm water runoff.

Volume: Average (dry weather) 1,800,000 gallons per day; not to exceed (wet weather) 78,000,000 gallons per day; not to exceed (wet weather) 54,000 gal per minute.

Quality: Samples to be taken at point of discharge. Effluent quality requi ments for dry-weather flow:

QUALITY CONTINUED - SEE ATTACHMENT FOR PAGE 3

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

2. Special Provisions

SEE ATTACHMENT FOR PAGE 3

3. This permit becomes effective April 24, 1969 and is valid until amended or revoked by the B

ISSUED this 30th day of April, 1969

Executive Director

For the Board

WQ-1

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	6.2-8.5	6.0-9.0	5.5-9.5
Total Residue, mg/l	*4,000	*5,000	*6,000
Oil and Grease, mg/l	10	12	15
Free or Floating Oil	None	None	None
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cause foaming or frothing of a persistent nature in the receiving waters.

*Above levels in intake water (Neches River and Lower Neches Valley Authority Canal)

Point of Discharge: Through an open ditch on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

PERMIT NO. 00491

PAGE NO. 4 This page supplements Permit No. 00491 issued March 4, 1963.

TEXAS WATER QUALITY BOARD
1103 LAVACA STREET
AUSTIN, TEXAS 78701

PERMIT to dispose of wastes under provisions of Article 7621d-1, Vernon's Texas Civil Statutes

I. Name of Permittee B. P. Corporation (Formerly Atlantic Richfield Company) - Outlets D & E

1. Name
2. Address P. O. Box 849
3. City Port Arthur, Texas 77640

II. Type of Permit: Regular _____ Amended XXX

III. Nature of Business Producing Waste

Petroleum Refinery

IV. General Description and Location of Waste Disposal System

Description: Oil separators with skimmers in drainage ditches from tank farm areas. All dry-weather flow to be pumped to treatment facilities (Outlet C)

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas.

V. Conditions of the Permit

1. Character, volume and disposal area(s) or point(s) of discharge authorized under this Permit. The conditions on the reverse side are a part of this Permit and apply for all purposes.

Character: Industrial Waste - Cooling water - 1%; Storm runoff - 99%.

Volume: Outlet D - Average (None during dry weather)
Maximum 108,000,000 gpd (wet weather)
Maximum 75,000 gpm (wet weather)
Outlet E - Average (None during dry weather)
Maximum 235,000 gpd (wet weather)
Maximum 163,000 gpm (wet weather)

Point of Discharge: Through open ditches on company-owned property in Jefferson County, Texas; thence into a marsh area; thence approximately one mile to the Neches River in the Neches River Basin.

2. Special Provisions

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

3. This permit becomes effective April 24, 1969 and is valid until amended or revoked by the Board.

ISSUED this 30th day of April, 1969

Executive Director

For the Board

MECHANICAL INSPECTION DEPARTMENT

Report of Failures & Near Failures 9-2-54 to 10-25-54

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
9-2-54	Detergent Alky Unit	Section of 1" line to M-6 Acid Treater	Sulfuric Acid	Internal corrosion	Section of line replaced.
9-3-54	Detergent Alky Unit	Section of 1" line from P-10	Aluminum Chloride	Internal corrosion	Line clamped.
9-5-54	Catalytic Reformer	Tube in West Coil of B-2 Economizer	Feed Water	Unknown	Feed water to economizer shut off.
9-26-54	F. C.C.U.	Control valve in line to #1 Reactor	Slurry	Erosion	Replaced valve.
9-27-54	Detergent Alky Unit	Section of 1" line from P-10	Aluminum Chloride	Internal corrosion	Line clamped.
10-2-54	F.C.C.U.	Control valve body in line from J-16 Pump Disch.	Slurry	Erosion	Replaced valve.
10-6-54	Detergent Alky Unit	Section of 1" line from P-10	Aluminum Chloride	Internal corrosion	Replaced section of line.
10-14-54	Detergent Alky Unit	Section of 1" line to M-6	Sulfuric Acid	Internal corrosion	Line clamped.
10-15-54	F.C.C. U.	Section of 2 1/2" line to R-1A compressor S. V.	--	Internal corrosion	Replaced section of line.
10-18-54	Detergent Alky Unit	Section of 1" line to M-6	Sulfuric Acid	Internal corrosion	Replaced section of line.
10-21-54	F.C.C.U.	Threads on 1/2" nipple in line to J-8A Pump	Heating Oil	Slurry Erosion	Replaced line.
10-22-54	Combination Unit	Section of 12" Fire line	Water	Internal corrosion	Replaced section of line.
10-24-54	F.C.C.U.	Adjacent to thermowell in vertical section of No. 1 line at E-1 tower	Vapor & Catalyst	Catalyst Erosion	Welded external patch over eroded area.
10-25-54	F.C.C.U.	Mitre bend, top of vertical section of No. 1 Vapor line on cracking side.	Vapor & Catalyst	Catalyst Erosion	Welded external patch over eroded area. To be replaced with tee section.

ATR000001212

BPSLC_00000350

MECHANICAL INSPECTION DIVISION

Report of Failures and Near Failures for January and February, 1959

ATRECO TEXAS

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
1-16	Tank Field	6" Underground line to 505 tank	Slop.	External Corros.	Clamped leak.
1-16	F.C.C. Unit	18" J-8 Suction line.	Slurry	Internal corros.	Whole wrapped section of line.
1-30	F.C.C. Unit	20" Vapor line at 11 th Elevation.	Oil Vapor	Catalyst erosion	Boxed in section of line.
2-11	Comb.Unit	10" Cast iron line.	Canal Water	Graphitization of Cast Iron.	Clamped line.

ATR000001199

BPSLC_00000351

MECHANICAL INSPECTION DIVISION

ATRCO TEXAS

Report of Failures and Near Failures for January and February 1960

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
1-14	807 Unit	4" Tee	Caustic & Iso butane.	Internal corrosion	Replaced with glass lined tee.
1-21	Tank Field	12" Line	Bunker C	Cracked weld on piece of half wrap	Reweldad
1-25	Treating Plant	4" Line	Kerosene	External Corrosion	Clamped. Replacement fabricated.
1-30	Comb. Unit	4" Line	Slop Oil	External Corrosion	Clamped. Replacement fabricated to install.

ATR000001190

BPSLC_00000352

MECHANICAL INSPECTION DIVISION

ATRECO TEXAS

Report of Failures and Near Failures for March and April 1959

Date	Location	Equipment	Service	Cause	Action Taken
3/3	F.C.C. Unit	1 1/2" Line	Propane & Butane	Int. Corrosion	Replaced 16' of line.
4/1	803 Unit	B-1 Furnace Tubes (Carbon Steel)	Benzol & Alkylate Heater	Localized Over-heating & flame impingement.	Replaced all tubes in furnace.
4/3	F.C.C. Unit	3" Safety Valve line on R-1B	Gas Compressor Discharge	Fatigue	Replaced 3" line.
4/7	803 Unit	1 1/2" - P-36 Discharge Line	Waste Water	Int. Corrosion	Replaced section of line.
4/11	Comb. Unit	12" Blowdown Line	Furnace Blowdown Line	Ext. Corrosion	Clamped line. Replacement scheduled.
4/13	Comb. Unit	4" Pumpout	Light Oil	Int. Corrosion	Clamped line. Replacement scheduled.
4/24	Comb. Unit	Tar Coil	Tar	Ext. Corrosion	Clamped line. Replacement scheduled.

ATR000001194

BPSLC_00000353

MECHANICAL INSPECTION DIVISION

ATRECO TEXAS

Report of Failures and Near Failures for March and April 1960

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
3-21-60	803 Unit	2" line	85% sulfuric acid	Internal corrosion	Replaced section of line.
3-31-60	Comb. Unit	2" line	Cooling water	Internal corrosion	Replaced section of line.
4-13-60	F.C.C. Unit	2" line	Cooling water	Internal corrosion	Replaced section of line.
4-20-60	Comb. Unit	C-38 (btm) Cooler shell.	Propane	Internal corrosion	Installed two patches.
4-24-60	Treat. Plant	6" line	St. Run Gasoline	External corrosion	Clamped.

ATR000001188

BPSLC_00000354

MECHANICAL INSPECTION DIVISION

ATRECO TEXAS

Report of Failures and Near Failures for July and August, 1958

Date	Location	Equipment	Service	Cause	Action Taken
7/7/58	Tank Field	8" White Gas Line	Gasoline	External Corrosion	Line clamped.
7/15/58	Tank Field	2" Butane Line	Butane	" "	" "
7/16/58	Comb. Unit	Tar Coil	Tar	" "	Clamped, replacement coils being installed.
7/21/58	Tank Field	8" Gasoline Line	Gasoline	" "	Clamped line.
7/24/58	Tank Field	8" Gasoline Line	Gasoline	" "	Replaced Line.
7/24/58	Tank Field	4" MFO Line	Furnace Oil	" "	Clamped line.
7/28/58	Tank Field	532 Tank Ship Suction Line	Gasoline	" "	Welded patch installed.
8/1/58	Tank Field	2" Butane Line	Butane	External Corrosion	Clamped Line.
8/11/58	Tank Field	1½" Caustic Line at 553 Tank	Caustic	Caustic Corrosion	Replaced line.
8/15/58	807 Unit	4" Feed Effluent From E-1 to V-11	Caustic, Alkylate and Hydrocarbons	Caustic Corrosion and Errosion	Replaced line.
8/18/58	F.C.C. Unit	4" Water Line on R-1D	Cooling Water	Internal Corrosion	Replaced Line.
8/24/58	Tank Field	2" Butane Line	Butane	External Corrosion	Clamped line.
8/28/58	Tank Field	6" MFO Line	Furnace Oil	External Corrosion	Clamped line.

ATR000001200

BPSLC_00000355

MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 1-1-55 to 1-31-55

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
1-5-55	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum Chloride service	Internal corrosion	Clamped line
1-17-55	Detergent Alkylate Unit	1" line from M-27 Acid Separator and sand filter	Sulfuric acid sludge	Internal corrosion	Clamped line
1-20-55	Detergent Alkylate Unit	Shell of M-20 Sludge Settler	Aluminum chloride sludge and alkylate	Cracking resulting from carbide precipitation	Worst cracks to be [illegible] ed and glass vessel ordered
1-26-55	Detergent Alkylate Unit	1" line to M-6	Sulfuric acid	Sulfuric acid corrosion	Clamped line

ATR000001210

BPSLC_00000356

MECHANICAL INSPECTION DEPARTMENT

ATREGO REFINERY

Report of Failures and Near Failures from January 1, 1956 to March 31, 1956

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
1-21-56	Combination Unit	Tar Coils	Water outside	External corrosion	2 holes clamped
1-21-56	Combination Unit	3" line from west C-2 exch.	Condensate line	Water corrosion	Replaced section of line.
3-9-56	Detergent Alkylate Unit	1" stnls stl line from P-10 Pump	Aluminum-chloride	Hydrochloric acid corrosion	Replaced line
3-9-56	Detergent Alkylate Unit	1" line from M-33 to M-7	Caustic-methanol	Internal corrosion	Replaced section of line
3-11-56	Detergent Alkylate Unit	1" line from P-4 pump		Caustic corrosion	Replaced section of line
3-16-56	Combination Unit	Telltale on 3" line from J-21 pump	Tar	Internal corrosion	Line encased with 4" pipe
3-22-56	F.C.C. Unit	2" underground line	Slop oil	Soil corrosion	Replaced section of line
3-26-56	Combination Unit	6" line at sleeve in concrete support	Blowdown	External corrosion	Clamped line
3-26-56	Tank Field	Line near 507 Tank	Naphtha	External corrosion	Clamped line

ATR000001204

BPSLC_00000357

MECHANICAL INSPECTION DIVISION

Report of Failures and Near Failures from 1-10-60 to 4-4-60

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
1-10-60	900 MEK Plant	G-21 Exchanger, 6" Internal tubes	MEK #1 Solvent	Erosion	Replaced top 6 tubes in G-21 Exchanger.
1-15-60	1734 Tank	Gas Fired Tank Bottom	Asphalt	Bottom cracked due to oxidation and creep	Replaced 8" x 18" section of bottom.
1-29-60	854 Unit	4" cast Carp-20 tee.	D-1 Reactor Effluent & Caustic	Weak Acid Corros.	Replaced with C.S. tee lined with 1/8" monel.
3-14-60	701 Unit	J-6A Chrome Case and head	Reduced Crude to 798 Unit	Pump head cracked by freeze up	Replaced head of pump.
3-22-60	900 MEK Plant	#5 Filter - cast iron filter drum stuffing box	Wax Filter	Cracked by excessive mechanical stresses.	Not yet repaired.
3-28-60	900 MEK Plant	Pump Casing #P4-5	Filter boot pump	Hole caused by mechanical wear.	Installed new pump.
3-31-60	Cat Poly Pump Room	6" drain line (from CP6 to sewer)	Condensate and light hydrocarbons	Sour water corrosion.	Pipe clamp installed.
3-31-60	Cat Poly Pump Room	1½" Blowdown Line	Light hydrocarbons	Outside water corrosion.	Replaced section of pipe.
4-5-60	7280 Tank	Glass lining failed and steel shell penetrated.	$AlCl_3$ solution with trace of benzol	Dilute acid attack	Patched with type 316 SS, teflon and sonite epoxy repair.
4-4-60	1135 Tank	Tank Shell	Milk water running tank.	Dilute acid accellerated by temperature differential	Patch installed around nozzle on shell.

ATR000001189

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MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 2-1-55 to 3-31-55

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
2-1-55	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum Chloride	Internal corrosion	Clamped line.
2-6-55	F.C.C. Unit	Bottom bellows of EJ-20 expansion joints			Boxed in bellows
2-6-55	Detergent Alkylate Unit	P-10 suction line	Aluminum chloride		Clamped line
2-17-55	Detergent Alkylate Unit	Flexible hose seal-loop on M-22 Drum	Caustic		Renewed hose
2-18-55	Detergent Alkylate Unit	Flexible hose seal-loop on M-27 Drum	Sulphuric acid		Renewed hose
3-6-55	Detergent Alkylate Unit	Line to M-7	Caustic-Methanol		Clamped line.
3-17-55	Detergent Alkylate Unit	M-6 outlet		Sulphuric-acid corrosion	Line taped.
3- -55	Detergent Alkylate Unit	P-10 suction line from M-4	Aluminum chloride		Clamped line.
3-22-55	Detergent Alkylate Unit	Line from M-27	Sulphuric-acid sludge	Internal corrosion	Renewed section of line
3-17-55	F.C.C. Unit	Admiralty liners in C-39A duplex tubes	Water-light hydrocarbons on shell side.	Hydrogen penetration from steel (shell) side.	Replaced bundle with old spare.

ATR000001209

BPSLC_00000359

MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 3-1-53 to 4-30-53

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
3-9-53	Combination Unit	Vessel #1076	Ferkel Mixer	Leak developed in weld between shell and bottom flange due to internal corrosion.	Replaced shell
4-17-53	800 F.C.C. Unit	#2 Regenerated slide valve bonnet		Leak developed at gasketted joint.	Boxed in bonnet
4-27-53	Combination Unit	10" Cast iron line from C-18's	Desulfurizer splitter Tower Ovhd. Condensers	Section of line ruptured by water hammer.	Replaced broken pipe

ATR000001221

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MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 3-14-54 to 4-19-54

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
3-14-54	Combination Unit	12" Transfer Line	Low Sulphur Crude	High Temperature Sulphur corrosion	Section of line was boxed in. Replacement fabricated for shutdown
4-14-54	Detergent-Alkylate Unit	Aluminum Chloride Mixer, M-5	Aluminum Chloride	Internal corrosion	Asplit cement placed around bottom. Repaired and acid-brick-lined at shutdown
4-19-54	Combination Unit	B-1 low Sulphur Crude coil #135 floor tube	Low sulphur crude	Localized overheating	Tubes 134 through 140 replaced

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MECHANICAL INSPECTION DIVISION

Report of Failures and Near Failures from 3/27/59 to 5/11/59

Date	Location	Equipment	Service	Cause	Action Taken
3-27-59	924 Unit	2" C.S. condensate line (under ground)	Condensate line runs full.	Int condensate corrosion and ext. soil corrosion.	Replaced section of line - used C.S.
3-27-59	924 Unit	Weld in 2" C.S. Spent Caustic line.	Spent Caustic from N-11 Wash Tower.	Hole at weld from defect in welding.	Replaced section of line - used C.S.
4-1-59	1733 Tk.	Tank bottom	Asphalt. Gas fired from underside.	Excessive localized stresses.	Chipped out & welded 23" crack. Installed ½" plate over affected areas.
4-2-59	851 Unit	4" x 6" C.S. Swedge pc.	Caustic mixer.	Dilute acid corrosion.	Replaced section with C.S. pipe.
4-6-59	903 Para Wax Plt.	T-23 Cooler tube (G-fin type)	Shell side - soft wax; Tube side - water.	Poor flare job on tube.	Replace admiralty tube end.
4-20-59	852 Unit	2 tubes in Flue Gas Cooler.	Catalysts in tubes, water outside tubes.	Erosion due to blockage by foreign body.	Replaced two tubes.
5-5-59	795 Unit	2 admiralty tubes in C-1A Crude twr overhead Condenser.	Straight run distillate.	Low temp ammonia attack.	Plugged two tubes.
5-7-59	922 Soap Plant.	B-2 Furnace Coil	E-4 Tower Reboiler.	Oxidation & creep	Entire coil replaced.
5-11-59	851 Unit	C-18 Steel tube.	Caustic heater.	Dilute Acid.	Plug 1 tube.
5-11-59	852 Unit	Lower flange joint of EJ-22 Exp.jt.	Catalyst.	Erosion.	Welded C.S. band over joint.
[illegible]	852 Unit	Lower bellows of EJ-20 Exp. joint.	Catalyst.	Erosion.	Seal; welded rain shield.

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MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 4-1-55 to 5-31-55

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
4-6-55	Combination Unit	1½" line from Desalters	Hot Water	Internal Corrosion	Section of line replaced
4-23-55	Combination Unit	Dead end section in line to Cat Poly Reactor	Charge Plus Traces of Phosphoric Acid	Phosphoric Acid	Section replaced eliminating dead-end.
5-17-55	Detergent Alkylate Unit	Line from M-27	Sulphuric Acid Sludge	Internal Corrosion	Line taped temporarily
5-29-55	Detergent Alkylate Unit	Bottom head of M-6	Alkylate Acid Treater	Sulphuric Acid	Temporary patch installed with staybolt
5-29-55	Detergent Alkylate Unit	Outlet line from M-6	Alkylate and Sulphuric Acid	Sulphuric Acid	Line taped temporarily

ATR000001208

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MECHANICAL INSPECTION DEPARTMENT

ATRECO, TEXAS

Report of Failures and Near Failures from 4-1-56 to 5-31-56

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
4-19-56	Detergent Alkylate Unit	1" line to M-6	Sulphuric acid	Internal corrosion	Section of line replaced
4-25-56	Caustic Regenerator	3" line to preheater	Caustic	Internal corrosion	Section of line replaced
4-27-56	Combination Unit	3" line from C-2 exchanger	Steam condensate	Internal corrosion	Section of line replaced
4-30-56	Combination Unit	6" line from J-12 pump	Gas oil	Internal corrosion	Line was encased from flange to flange
5-5-56	Detergent Alkylate Unit	Glass lining in M-1 Alkylation Reactor			17 Hastelloy patches installed.
5-10-56	Combination Unit	Discharge line from J-21 pump	Tar	Internal corrosion	Line replaced
5-31-56	Caustic Regenerator	3" line from preheater to steam heater	Caustic	Internal corrosion	Section of line replaced

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MECHANICAL INSPECTION DIVISION

Report of Failures and Near Failures from 5-9-59 to 7-3-59

Date	Location	Equipment	Service	Cause	Action Taken
5-9-59	2302 Vac. Still	2½" O.D. all welded coil.	Paraffine charges	Corrosion, cause not yet known.	Replaced entire coil (#1 to #33 tubes)
5-12-59	797 Unit	797-4 "C" Reactor, catalyst bed grids.	Light hydrocarbon	Differential press.	Replaced beams and grids.
5-18-59	853 Unit	Flue duct between north flue gas cooler and cottrell.	Flue gas & catalyst fines.	Welding stresses	Welded crack.
5-18-59	795 Unit	No waste heat boiler tubes.	Steam - products of combustion.	Weak acid corrosion.	Rerolled leaking tube ends.
5-18-59	795 Unit	C.S. tube in C-28 V F overhead condenser.	Gas oil	Poor weld	Replaced tube.
5-20-59	#10 Pump Hse in SY	8" 795 charge line.	Crude oil.	Soil corrosion - cinder fill.	Replaced 30' section of line.
5-25-59	795 Unit	C-25 Stab reboiler, floating head gasket surfaces.	Stab. btms & steam.	Wire cut.	Gasket surfaces repaired.
5-25-59	1316 Tk	1½" bull plug in tank btm.		Vibration due to lack of fill under tank.	Blew in new fill.
5-26-59	795 Unit	Expansion bellows	Vapor line off vacuum flash tower	High temp sulphur corrosion and work hardening.	Welded crack.
5-29-59	WWTP NY	Refractory and tile in incinerator	Sludge incinerator	Severe operating conditions	Replaced and repaired tile and refractory.
6-4-59	WWTP NY	Areas around valve cover plates & studs of J-22 pump	Sludge	Excessive stresses.	Repaired broken and cracked areas using epoxy resin.

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Date	Location	Equipment	Service	Cause	Action Taken
6-4-59	WWTP NY	Shell of secondary cyclone in ash system	Ash	Erosion	Patched and welded.
6-9-59	WWTP NY	Glass-lined carbon steel shell of 7280 (F-11) Tank	AlCl3 Solution	Hydrochloric acid attack following spalling of glass lining	Tantalum-teflon alchor cement repair using ½" throughbolt.
6-15-59	WWTP NY	Weld in 3" type 316 overflow line from M-21	Hydrolyzed AlCl3	Intergranular corrosion	Hole welded.
6-23-59	922 Unit	2" C.S. spool in line off E-1 Tower	Alkylate & Benzol	Weak HCL	Replaced with welded type spool.
6-25-59	W of #1 tunnel, N of B&O fence	6" underground line	Casinghead oil	Soil corrosion	Line clamped.
6-25-59	W of RR siding, W of 795 Unit	6" underground line	799 Reformate Line	Soil corrosion	Line clamped.
6- -59	922 Unit	8525 Tank	AlCl3 & slop oil	Vaporization of water due in hot oil.	None
7-2-59	#22 B.H. #3 Boiler	3" screen tube	600# steam	Ext weak acid corrosion	Installed dummy tubes.
7-3-59	903 Unit	6" charge line discharge P-1 pumps	Distillate charge	Repetition of alternate stresses	Installed additional supports. Clamp over cracked area.

ATR000001192

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MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 5-11-53 to 8-31-53

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
5-11-53	Combination Unit	8" cast iron line to J-5 Surface condenser	Water	Line ruptured by water hammer	Replaced section of line
5-17-53	Alkylate Detergent Unit	3" carbon steel line from M-22 Raw Alkylate Neut. Sep. to P-5 Pump	Alkylate & Benzol	Internal corrosion	Replaced corroded section
6-2-53	800 F.C.C. Unit	2" tubeturn in drawoff line off bottom of E-11 tower	Water	Pinhole developed in tube turn from internal corrosion	Replaced corroded section of line.
6-18-53	Alkylate Detergent Unit	2" line from T-3 condenser to M-15 Benzol Rec'r	Benzol	Leak developed in line from internal corrosion	Replaced line.
6-24-53	Combination Unit	2" blowdown line from #1 Clay tower		Leak developed in ell. External corrosion caused by moisture in pipe conduit	Replaced corroded section of line.
6-24-53	Combination Unit	10" cast iron water line from C-18's E-17 twr ovhd. condensers & 10" cast iron river water return line	Water	Lines ruptured at time of total power failure	Replaced C-18's return line with Sch 40 carbon steel pipe, and river water line with cast iron pipe.
7-8-53	Combination Unit	2" spool between 1039 Rich solution surge drum and safety valve		Pinhole leak due to internal corrosion. This was an isolated pit; no further corrosion in spool	Replaced spool
7-13-53	Combination Unit	10" water return line from C-16 Vac. Fl. Twr. Partial condenser	Water	Developed a leak in a jt. when pump lost suction & tower flooded, heating up condenser. The lead had moved about 1 1/2" out of the joint	Joint was recaulked and a clamp installed to hold lead in place.
7-25-53	Alkylate Detergent Unit	3" suction line from M-22 to P-5	Alkylate & Benzol	Leak developed due to caustic corrosion at weld	Replaced with carbon steel pipe.
7-27-53	Combination Unit	6" cast iron fire line	Water	Leak at 2" round hole due to internal corrosion	Clamped line.
8-3-53	800 F.C.C. Unit	12" cast iron valve in Ditch water line to cooling tower	Water	Valve body broke adjacent to flange	Replaced with a steel valve
8-17-53	Alkylate Detergent Unit	3" suction line from M-22 to P-5	Alkylate & Benzol	Leak developed due to caustic corrosion at weld	Clamped line
8-28-53	Alkylate Detergent Unit	3" suction line from M-22 to P-5	Alkylate & Benzol	Leak developed due to caustic corrosion at weld	Clamped line

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MECHANICAL INSPECTION DEPARTMENT

ATRECO REFINERY

Report of Failures and Near Failures from 5-11-54 to 6-30-54

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
5-11-54	Detergent Alkylate Unit	1" line from P-10 to M-1	Aluminum Chloride	Internal corrosion	Replaced short section of line
5-12-54	F.C.C. Unit	Thermometer well in outlet line from C-39	Production propane	Low temperature corrosion	Replaced thermometer well
3-54	Combination Unit	6" x 8" swaged piece in line to top C-5	Flash tower bottoms	Internal corrosion at telltale hole	Replaced short spool of pipe

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MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 6-1-55 to 7-31-55

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
6-1-55	Detergent Alkylate Unit	1" line to M-6 Acid Treater	Sulphuric acid & Alkylate Service	Sulphuric acid corrosion	Line taped & later replaced.
6-[illegible]-5	Combination Unit	Thermowell head in R-1 roof tube outlet	Desulphurizer Coil	High temperature sulphur corrosion	Valve installed on thermowell which was later replaced.
6-13-55	Detergent Alkylate Unit	1" discharge line from P-7 Pump	Benzol with traces of caustic	Caustic corrosion.	Replaced section of line.
6-13-55	Detergent Alkylate Unit	2" line from T-3 to M-15	Benzol with traces of caustic	Caustic corrosion.	
6-21-55	Combination Unit	1½" pumpout line on btm of C-5 exchanger	J-12 Heating Oil	High temp sulphur corrosion	Line clamped & later replaced.
7-13-55	F.C.C. Unit	Mitre bend in 30" vapor line at tower	Hydrocarbons & catalyst	Erosion	Installed welded bend around pipe on each side of mitre.
7-[illegible]-55	Detergent Alkylate Unit	Thermowell socket on line to M-6	Sulphuric acid & Alkylate	Sulphuric acid corrosion.	Taped connection and later replaced section of line.

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MECHANICAL INSPECTION DEPARTMENT
ATRECO, TEXAS
Report of Failures and Near Failures from 6-1-56 to 7-15-56

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
6-1-56	F.C.C. Unit	Weld between upper tube sheet and shell	Flue gas & catalyst inside tubes; water outside tubes	Excessive thermal stresses.	Weld chipped out, rewelded, magnafluxed, tested 340 psi, approved by Hartford Insp.
6-6-56	Detergent Alkylate Unit	1" - P-4 disch. line	Caustic	Internal corrosion	Replaced section of line.
6-[illegible]-56	Comb. Unit	Thermowell plug in B-1 Furnace roof tube outlet	Desulfurizer coil	High temperature corrosion	Installed valve in thermowell
6-[illegible]-56	509 Tank	4" line	Slop line	External corrosion	Clamped line
6-[illegible]-56	F.C.C. Unit	6" underground line	Flare gas	External corrosion	Clamped line
6-[illegible]-56	F.C.C. Unit	6" underground line	Flare gas	External corrosion	Clamped line
7-[illegible]-56	532 Tank	24" suction line	Gasoline	External corrosion	Clamped line
7-[illegible]-56	Detergent Alkylate Unit	3" P-5 suction line from M-22	Alkylate & benzol	Caustic corrosion	Replaced section of line
7-[illegible]-56	Detergent Alkylate Unit	3" P-5A line from M-22	Alkylate & benzol	Caustic corrosion	Replaced section of line
7-15-56	Detergent Alkylate Unit	1" stainless steel P-10 discharge line	Aluminum chloride service		Replaced section of line

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MECHANICAL INSPECTION DEPARTMEN

Report of Failures and Near Failures from 6-2-52 to 7-27-52

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
6-2-52	800 F.C.C. Unit	2" Pump out line on E-5 Twr. Reboiler C-37		Pinhole leak from soil corrosion	Clamped Line
6-3-52	Combination Unit	12" Cast iron (underground) water return line from E-6 Twr. Overhead condenser, C-16.	Water	Leak in bell and spigot joint caused by water hammer due to steam generation in the condenser..	Joint was recaulked and tie rods replaced.
6-26-52	Combination Unit	E-7 Tower Shell-10 ft.above btm.	H_2S Stripper 20psi Pressure, 120-220°F	Localized general pitting.	Plugged leak. Patched with 1/4" Neoprene backed with 1/8" plate. Tower to be replaced.
7-25-52	Combination Unit	C-41 Exchanger Shell		Pin hole leak in weld.	Pinhole gouged out and rewelded and external patch installed.
7-27-52	Combination Unit	B-1 Furnace - L.S. Coil - Tube # 209	L.S. Crude	Tube failed immediately beyond header. Caused by corrosion due to increased furnace outlet temperature.	Replaced ten tubes.

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MECHANICAL INSPECTION DEPARTM

Report of Failures and Near Failures from 7-15-54 to 8-30-54

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
7-15-54	Detergent Alkylate Unit	2" line to M-6	-	Sulphuric acid corrosion	Replaced short section of line
7-19-54	Detergent Alkylate Unit	6" section of pipe	A-1 overhead	Caustic corrosion	Replacement scheduled for next shutdown
7-19-54	Detergent Alkylate Unit	1" spool on P-10 discharge	Aluminum-chloride	Internal corrosion at pin hole in weld	Welded with 25-20 rod
7-27-54	Detergent Alkylate Unit	P-10 discharge at FRC P-12 measuring section	Aluminum-chloride	Pin hole in weld	Line clamped
8-12-54	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum-chloride	Internal corrosion at pin hole in weld	Welded with 25-20 rod
8-17-54	Catalytic Reformer Unit	Bottom tube in east coil of B-1 steam economizer	Steam	Unknown	Replacement scheduled for next shutdown
8-22-54	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum-chloride	Internal corrosion	Line clamped and to be replaced next shutdown
8-30-54	Detergent Alkylate Unit	1/2" nipples to FRCP-12 from 1" P-10 discharge line	Aluminum-chloride	Internal corrosion	Nipples replaced

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MECHANICAL INSPECTION DEPARTMENT

ATRECO, TEXAS

Report of Failures and Near Failures from 8-2-56 to 9-29-56

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
8-2-56	Detergent Alkylate Unit	1" Stnls Steel Line from P-10 PUMP	Aluminum Chloride	Internal corrosion	Section replaced.
8-12-56	Detergent Alkylate Unit	Type 304 shell of M-5 Mixer	Aluminum Chloride	Internal corrosion	Shell patched.
8-18-56	Tank Field	8" line	White gasoline	External corrosion	Line clamped.
8-23-56	Tank Field	3" line	Slop oil	External corrosion	Line clamped.
9-13-56	F.C.C. Unit	3" line from C-37	Steam condensate	Internal corrosion	Line clamped.
9-23-56	Detergent Alkylate Unit	1" Stnls Steel Line from P-10 Pump	Aluminum chloride	Internal corrosion	Line taped.
9-29-56	Catformer Unit	Gasket on valve at B-1 furnace economizer	400# Steam		Gaskets replaced.

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MECHANICAL INSPECTION DEPARTMENT

ATRECO, TEXAS

Report of Failures and Near Failures from 8-3-55 to 8-25-55

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
8-3-55	F.C.C. Unit	2" line from J-16 pump	Slurry-Oil	Erosion	Replaced section of line
8-9-55	Detergent Alkylate Unit	1" line from P-10 pump	Aluminum-chloride	Internal corrosion	Line clamped
8-12-55	Detergent Alkylate Unit	2" line to P-10 pump	Aluminum-chloride	Internal corrosion	Section of line replaced
8-19-55	F.C.C. Unit	Upper bellows of EJ-24		Leak	Seal welded bellows cover.
8-24-55	F.C.C. Unit	3/4" nipple in J-8A circulating line	Slurry-oil	Erosion	Replaced nipple with long neck flanged nozzle
8-25-55	F.C.C. Unit	Vertical section of 30" line at E-1 Tower	Vapor & catalyst	Erosion	Area patched inside and out.

ATR000001206

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MECHANICAL INSPECTION DIVISION

Report of Failures and Near Failures from 9-58 To 1-3-59

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
1-1-59	854 Unit	3" C.S. screw pipe on F-7 water drawoff	River Water	Water corrosion	Replaced section of pipe.
1-2-59	854 Unit	2" C.S. screw pipe on F-7 water drawoff	River Water	Water corrosion	Replaced section of pipe with welded pipe.
1-3-59	852 Unit	4" blanked nozzle on regen. overhead duct	Flue Gas & Catalyst	Erosion	Installing welded patch.
9-58	1129 Tank	Tank bottom & shell	Slack Wax	Steel pins used during const. were left under the tank which rests on a concrete ring	New bottom & 10' of shell installed.
10-9-58	798 Unit	Furnace Stack	Flue Gas	Low temp. sulphur & atmos. corrosion	Replaced top angle.
10-27-58	851 Unit	Amm. compressor suction valve stem	Ammonia	Low temp. atmos. corrosion	Replaced stem with monel.
10-27-58	851 Unit	2" nozzle on C-2A chiller	Ammonia	Low temp, atmos, & wet insulation external corrosion	Replaced nozzle.
11-10-58	208 Pipe Still	Furnace transfer line	Crude Oil	H. temp. sulphur corrosion	Replaced with a 5% chrome piece.
12-3-58	795 Unit	4" C.S. slop naphtha running line		Soil corrosion	Clamped pending further inspection.
12-5-58	So. of 859 Cooling Twr	6" C.S. line-l.p. gasoline	L.p. Gas	Cinder fill-soil corrosion	Installed two clamps.
12-9-58	795 Unit-W. of crude furnace	4" running line for unit - carbon steel	Stabilite	Soil corrosion	Clamped line.
12-24-58	854 Unit	1" C.S. nipple	Propane	Atmos. corrosion	Replaced nipple.

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MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 9-3-53 to 10-31-53

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
9-3-53	Firebank No. of 532 Tank	24" Gasoline line under Firebank	Gasoline	External soil corrosion	Section of line under Firebank is being reconditioned by wrapping.
9-4-53	Detergent Alkylate Unit	1" line to M-6 Acid Treater.	Alkylate & H_2SO_4	Internal corrosion.	Wrapped with tape and clamped line.
9-4-53	Tank Farm No. of 522 Tank	6" Furnace oil line	Furnace oil	External corrosion	Installed clamp.
9-8-53	Detergent Alkylate Unit	M-4 Aluminum Chloride mixer shell.	Aluminum chloride	Pinhole leak developed in the weld of a flush patch which had been installed by the Fabricator.	Temporary repairs made by using a teflon patch held in position by bands around the shell.
9-16-53	So.of Solvent Extr.Unit Compr.Bldg.	2" inlet nozzle on storage Tk 580	Cresylic Acid	Leak developed in nozzle due to internal corrosion	Replaced nozzle
9-18-53	Combination Unit	B-1 Furnace-low Sulphur coil lower roof tube #120		Failure caused by heavy coke deposit resulting in localized overheating & bulging.	Replaced 7 tubes.
9-23-53	Detergent Alky. Unit	M-22 Neutralizer	Raw Alkylate	Leak developed in shell due to caustic corrosion	Temporary patch held in place by staybolt
9-25-53	Detergent Alky. Unit	M-22 Neutralizer	Raw Alkylate	Leak developed in shell due to caustic corrosion	Temporary patch held in place by staybolt
10-1-53	Combination Unit	6" line between Cat Poly Reactors		Pin hole leak developed in line due to internal corrosion.	Replaced this section of line.
10-6-53	800 F.C.C. Unit	J-9 Discharge line	Slurry oil	Leak developed at tell-tale hole due to erosion	Replaced this piece of line
10-8-53	Solv. Extraction Unit	S.J.-12, 1½" discharge line.	Solvent - water	Leak developed at threaded connection due to internal corrosion.	Replaced short section of the line.
10-16-53	800 F.C.C. Unit	800-59 Drip Tank Shell		Leak developed in shell due to low temperature corrosion.	Drove wooden peg into hole.
10-16-53	Combination Unit	3" Blowdown line from clay towers		Leak developed in line due to both internal & external corrosion.	Clamped line.

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BPSLC_00000376

Report of Failures and Near Failures 9-3-53 to 10-31-53, Atreco Refinery, Page 2

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
10-16-53	S.E.side of Combination Unit	10" cast iron fire line	Water	Line broke when fire pump was started to build up pressure for testing an exchanger	This branch is a portion of a loop which was scheduled to be replaced with steel pipe on Auth # 40362. Replacement had been made on the remainder and this section will be renewed with steel pipe.
10-20-53	Pressure Storage area	2" Butane line from 551 vessel	Butane	Leak developed in line due to external corrosion	Line replaced
10-22-53	Combination Unit	2½" Blowdown line from clay towers		Leak developed in line due to internal corrosion	Clamped line
10-22-53	Solvent Extraction Unit	S.J.-12, 1½" Discharge line	Solvent - water	Leak developed at threaded connection due to internal corrosion	Replaced short section of the line.
10-27-53	Tank Farm	16" cast iron valve in take-off from combination unit charge line.	Out of service	A portion of flange broke-off.	Valve removed and blind flanges installed.

ATR000001219

BPSLC_00000377

MECHANICAL INSPECTION DIVISION

ATRECO TEXAS

Report of Failures and Near Failures from 9-3-58 to 12-17-58

Date	Location	Equipment	Service	Cause	Action Taken
9/3	Comb. Unit	Cast Iron Fire Line	Salt Water	Graphitization of Cast Iron Pipe	Replaced section of line.
10/5	Comb. Unit	4" J-15 Pump Discharge	L. S. Heavy Gas Oil	Internal Corrosion	Replaced section of line.
10/13	Comb. Unit	4"x6" Swage J-12 Pump Discharge	V. B. Gas Oil	Internal Corrosion	Replaced section of line.
10/14	F.C.C. Unit	1" Drain Nozzle on R-1C Compressor Suction Header	Gas Compressor	Fatigue Crack	Replaced nozzle with long weld neck nozzle.
10/20	F.C.C. Unit	1 ½" By Pass Line on R-1C Compressor Discharge Line	Gas Compressor	Fatigue Crack	Replaced Line.
10/20	Tank Field	6" Line	Naphtha	External Corrosion	Line clamped.
10/20	Tank Field	6" Line	Furnace Oil	External Corrosion	Line clamped.
10/20	807 Alkylation Unit	1" Line	Spent Caustic	Cracked Weld	Ground out and rewelded.
10/21	F.C.C. Unit	4" Line	Cracked Naphtha	External Corrosion	Line clamped.
11/16	Comb. Unit	6" Underground Line	Crude Oil	External Corrosion	Replaced Line.
11/20	805 Unit	B-1 Furnace 4 - Headers	Charge Preheat	Pin Hole Leak in Casting	Peaned and overlayed with 25-20 rod.
12/17	Comb. Unit	10" cast iron underground line	Canal Water	Graphitization of cast iron pipe	Line clamped and encased in concrete.

ATR000001196

BPSLC_00000378

MECHANICAL INSPECTION DEPARTMENT

ATRECO, TEXAS

Report of Failures and Near Failures from 10-4-55 to 11-20-55

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
10-4-55	Kerosene Treating Plant	1" inlet nozzle in sulphur pot	Kerosene	Internal corrosion	Entire vessel replaced
10-31-55	Detergent Alkylate Unit	1" line to M-6 Acid Treater	Alkylate & 98% sulphuric acid	Acid corrosion	Section replaced.
11-6-55	Detergent Alkylate Unit	1" line from M-27, Acid Separator & sand filter	Spent sulphuric acid	Acid corrosion	Renewed piping
11-10-55	F.C.C. Unit	Double offset tee section in 20" vapor line	Hydrocarbons & catalyst	Erosion	Valve installed on tell-tale nipple in 7/16" pad.
11-13-55	F.C.C. Unit	No. 1 standpipe (C-10) at 10th elevation	Regenerated catalyst	Erosion	Duct patched
11-20-55	Combination Unit	Floor tube at header in B-1 low sulphur coil	Crude oil	Accelerated internal corrosion.	Tube replaced using 5% chrome

ATR000001205

BPSLC_000000379

MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 11-2-53 to 11-25-53

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
11-2-53	Treating Plant Area	Caustic Regenerator 2½" inlet line to AFX-3 Cooler	Caustic	Pinhole leak developed in line due to caustic corrosion	Replaced this section of line
11-4-53	Solvent Extraction Unit	SJ-12 1½" Discharge Line	Solvent Water	Leak developed at threaded connection due to solvent water corrosion	Replaced short section of pipe
11-6-53	800 F.C.C. Unit	Bellows of EJ-24 (30" vapor line expansion joint)	Oil vapors, catalyst carry-over and steam	Leak developed in bellows. Leak indicated by water, which was condensed aeration steam, dripping out of bellows cover.	No repairs made. A new bellows has been ordered
11-25-53	Solvent Extraction Unit	SJ-19 1½" Suction Line	Solvent Water	Leak developed at threaded connection due to solvent water corrosion	Replaced short section of pipe

ATR000001217

BPSLC_00000380

MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 11-10-54 to 12-20-54

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
11-10-54	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum-chloride	Internal corrosion	Line clamped
11-10-54	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum-chloride	Internal corrosion	Section of line replaced
11-28-54	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum-chloride	Internal corrosion	Line clamped
12-12-54	Detergent Alkylate Unit	2" line to T-2 cooler	Benzol	-	Line clamped
12-12-54	Detergent Alkylate Unit	1" P-10 discharge line	Aluminum-chloride	Internal corrosion	Line clamped
12-14-54	F.C.C.Unit	30" bellows, #23 expansion joint	Vapor and catalyst	-	Bellows boxed-in
12-15-54	F.C.C.Unit	Tell-tale in 20" line opposite 3" steam nozzle	Vapor and catalyst	-	18" x 18" external patch installed
12-20-54	Detergent Alkylate Unit	2" line from M-27	Sulphuric acid sludge	-	Line clamped

ATR000001211

BPSLC_00000381

MECHANICAL INSPECTION DEPARTMENT

Report of Failures and Near Failures from 12-2-53 to 2-25-54

ATRECO REFINERY

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
12-2-53	Solvent Extraction Unit	Threaded connection in SJ-12 Discharge Line	Solvent and water	Solvent-water corrosion	Replaced two short sections of pipe
12-15-53	Detergent Alkylate Unit	Stainless steel instrument tubing	FRCP-12 Instrument	Aluminum Chloride Corrosion	Replaced stainless steel tubing
12-18-53	Combination Unit	Welded joint between 2" nozzle and 6" line	Feed to Secondary Fractionator	Phosphoric Acid corrosion	Replaced section of 6" line with 2" saddle
12-20-53	Combination Unit	#119 Roof tube in B-1 Furnace	Low sulphur coil	Localized overheating	Replaced tubes #115 to #126 inclusive
12-28-53	F.C.C. Unit	Shell of C-21	-	Internal corrosion	Welded external patch onto shell
12-28-53	Naphtha Treating Plant Area	8" underground line	Fire line	External corrosion	Replaced section of line
1-7-54	Combination Unit	2" steamout connection to B-1 transfer line	Desulfurizer coil	Cracked	Nozzle was wrapped, to be replaced
1-12-54	Detergent Alkylate Unit	3" line	From M-22 to P-S	Caustic corrosion	Replaced section of line
1-16-54	Detergent Alkylate Unit	1" nipple	M-6 acid treater	Sulphuric Acid corrosion	Replaced nipple
2-2-54	Detergent Alkylate Unit	1" line to M-6	Alkylate	Internal corrosion	Line clamped, to be replaced
2-20-54	Detergent Alkylate Unit	1" line from M-27	Sulphuric Acid sludge	Internal corrosion	Line taped, to be replaced
2-25-54	Detergent Alkylate Unit	Welded joint in 8" vapor line from A-1 Tower	Benzol	Caustic corrosion	No repairs, to be replaced

ATR000001216

BPSLC_00000382

MECHANICAL INSPECTION DIVISION

Report of Failures and Near Failures from 12-31-58 to 3-9-59

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
12-31-58	853 Unit	2" tee sect in reflux control valve manifold.	Slurry.	Erosion.	Installed new tee section.
1-8-59	798 Still at Gas Drip Drum.	3" C.S. burning gas line.	Burning gas.	Not known.	Installed clamp.
1-9-59	850 Unit 2nd floor.	8" line on discharge side E-5 S.V.	850 Distillate.	High temp. sulfur corrosion.	Installed clamp.
1-12-59	795 Unit Vac Flash Section.	J-52-A Gas oil pump head.	Gas oil.	Overstressed by attached piping.	A substitute pump is being sought.
1-16-59	797 Cirdler Plant NP-3 Actifier Tower.	Short 4" 90° tube turn piece, c.s.	Fresh D.E.A. solution	Mechanical overstress.	Installed clamp.
1-21-59	854	J-35 Pump-head.	Water settler.	Acidic water condition.	Pump to be replaced with another pump.
1-29-59	923 Unit	Glass lined 3" btm noz. of G-2 Settler 923-14.	Benzol extractor settler.	Sulphonic acid attack, following failure of glass lining.	Built up nozzle and flange with Epoxy and installed a tantalum sleeve.
1-30-59	923 Unit	In type 304 clad shell adjacent to weld on inlet noz. @ F-4 Evaporator.	Soap concentration.	Weak acid corrosion.	Hole to be welded.
2-1-59	795 Unit	N Waste heat boiler c.s. tubes.	Flue gas - inside steam generator outside.	Weak acid corrosion inside tube ends.	Replaced 500 tubes.
2-3-59	852 Unit	30" line overhead R-1 Reactor.	Synthetic crude & Catalyst.	Erosion & corrosion.	Installed patch over area.

ATR000001197

BPSLC_00000383

Report of Failures & Near Failures, Continued.

DATE	LOCATION	EQUIPMENT	SERVICE	CAUSE	ACTION TAKEN
2-6-59	2062 Tank	Tank shell adjacent to strip on top ring.	Unfit gas oil.	Weak acid attack.	Limited filling height to 24'10"
2-16-59	2302 Vac. Still	C-2 Exchanger - 2" C.S. tubes.	Furnace feed exchang.	Caustic embrittlement & defective tube.	Replaced three sets of tubes, total 6 tubes.
2-20-59	701 Crude Stripper in pit east of J-4A pump.	3" manifold.	Heavy naphtha.	Atmospheric corrosion.	Line clamped.
3-9-59	West end of 795 Water pump hse.	1½" propane line from propane plant to 851 unit.	Propane, 250 psi.	Atmospheric corrosion.	Installed clamp.

ATR000001198

BPSLC_00000384

SYNOPSIS OF HEARING REPORT

I. Applicant

A. Name: B.P. Company (Formerly Atlantic Richfield Company)

B. Address: P. O. Box 849
Port Arthur, Texas 77640

II. Discharge

A. Volume: Outlet A will discharge a maximum in wet weather of 46,000,000 gallons per day (100% of it is storm water runoff)

Outlet B will discharge in dry weather an average of 1,800,000 gallons per day consisting of 97% cooling water and 3% treated boiler water.

Outlet C will discharge an average of 3,000,000 gallon per day of treated industrial wastewater (80% process water; 15% cooling water; 4.5% boiler blowdown; and .05% septic tank effluent)

Outlet D will discharge a wet weather maximum of 108,000,000 gallons per day of treated industrial wast water (99% storm water runoff, 1% cooling water)

Outlet E will discharge a wet weather maximum of 235,000,000 gallons per day of treated industrial wast water (99% storm water runoff, 1% cooling water)

B. Type: Refinery waste

C. Course: Outlets A-B-D-E - discharge from company property to marshlands.

Outlet C will discharge from company property to a motor boat canal and thence to the Neches River.

III. Hearing

A. Date: April 17, 1969

B. Location: Houston, Texas

C. Appearances:

1) Proponents: John S. Dana, Refinery Manager
J. G. Dickson
K. Kenneth Hoff - Retired from company
Charles A. Schaefer, Consulting Engineer

2) Opponents: None

IV. Findings

A. Effectiveness of treatment: The proposed additions and improvements to the waste treatment facilities should produce a quality of effluent which can conform to the terms and conditions set forth in the engineering summary. The Commission finds that the modifications proposed by the company will be in two (2) phases and will be completed by 1972. At that time, the discharge shoul be of a good quality for operations of this type.

B. Effect on receiving waters: An effluent conforming to the terms and conditions set forth in the engineering summary should not

adversely affect the uses of the receiving waters. The Commissic finds that the discharge, after completion of the proposed modifications, should improve the quality of the receiving waters

C. Characteristics of surrounding area : Coastal plains and generally industrial.

V. Recommendations

A. Permit Granted: Yes

B. Effective Date April 24, 1969

C. Status: Final Approval

D. Special Provisions:

1) Flow measuring device and readily accessible sampling point.

SUMMARY OF EVIDENCE

Public Hearing was held on this appication on April 17, 1969 in Houston, Texas. Representatives of the B.P. Company (hereinafter referred to as the Company) explained in detail the proposed program for expanding and improvi the waste treatment facilities at the Company. No protests were received by this office and no opponents appeared at the Public Hearing.

Notice of consideration of this application was accomplished in the manner prescribed by the Rules and Regulations of the Water Quality Board.

The Company proposes additional facilities for the treatment of its waste-water discharge in two (2) phases. The second (2nd) phase to be completed by 1972. The first (1st) phase involves construction of an aeration basin having 920,000 cu.ft. capacity and a 600 h.p. installed surface aerator. Additionally, a surge basin for the storage of approximately 615,000 gallon of a combination of process wastewater and contaminated storm runoff water will be constructed. The proposed second phase will consist of a concrete aerobic digester having a 10-day detention time capacity. This digester will be 80 feet in diameter. According to testimony from the Company representatives, the wastewater will be separated into four (4) major categories (a) clean water; (b) oily water; (c) process wastewater; and (d) septic tank effluent. It is ultimately planned that all sanitary waste will be piped to the Port Arthur sewerage system for treatment at that facility.

The clean water, mentioned above, will flow in four (4) ditches and will be discharged from four (4) separate outfalls without treatment. The Company officials explained that this water generally contains no organic matter and includes cooling water and rainwater runoff. The process wastewater and oily runoff water will be collected in one ditch and will pass through sophisticated treatment facilities which include a concrete lagoon and extended aeration facilities. (As a passing note, the Company officials

remarked that considerable time had been spent on feasibility studies and research into this problem and that the Company was spending one and one-half million dollars.)

A letter of inquiry was received from the Parks and Wildlife Department concerning various parameters proposed by the Company for its discharge. Staff engineers, after examining the facilities proposed by the Company and after scrutinizing the various facets inherent in the unique situation of the Company, have suggested parameters which, in their opinion, are compatible with the distinctive circumstances presented in this application. Staff members familiar with this discharge anticipate that the parameters established in the engineering summary are such that an effluent, conforming to these criteria, should have little, if any, adverse effects on the reasonable uses of the receiving waters. Water Quality Board field personnel testified at the Public Hearing that they thought the proposed discharge, if it has any effects on the Neches River, should improve the quality of that body of water.

Mr. Edward L. Rankin, an executor representing an estate which has some interest in adjacent realty, requested additional data on this application. That information was furnished to him and no further word has been received from him.

In light of the foregoing, it is recommended to the Water Quality Board that the application of B.O. Company (formerly Atlantic Richfield Company) to amend its Permit No. 00491 be granted.

REK:erc

Richard E. Kammerman

Richard E. Kammerman, Presiding Officer

April 23, 1969

DEC 11 1986

11 PM 3:28

RFUND BRANCH

Superfund File

MEMORANDUM

Subject: Transmittal of Visual Site Inspection Summary

From: Erlece P. Allen, Chief
Technical Section (6H-CT)

To: William K. Honker, Chief
Permit Section (6H-CP)

Attached please find a copy of the following Visual Site Inspection Summary:

* Facility Name: Fina Oil and Chemical Co. (American Petrofina)
* EPA ID Number: TXD065099160

Please advise us if more information is required and/or if you need further assistance.

Attachment

cc: Sam Becker (6H-C)

bcc: B. Taylor (6H-CE)
G. Reiter (6H-HO)
✓M. McGee (6H-ES)

6H-CT:TWinkle:tst:12/8/86:Disk #4:FILE CODE:

6H-CT	6H-CT	6H-CT
VWright	LBoada	EAllen

RCRA VISUAL SITE INSPECTION EVALUATION
Region VI, Technical Compliance Section

FACILITY'S NAME(S): Fina Oil and Chemical Co. (American Petrofina)

EPA ID NUMBER: TXD065099160

ADDRESS: Hwy. 366 and 32nd St.

LOCATION: Port Arthur, Texas

FACILITY CONTACT: Kieth Pardue PHONE: (713) 962-4421

SITE DESCRIPTION: Petroleum Refinery

PREPARED BY: Kristina LaRue DATE PREPARED: September 4, 1986

REVEIWED BY: Tanga Winkle DATE PREPARED: December 9, 1986

ANTICIPATED DRAFT PERMIT: 1st Quarter FY87

ANY ON-GOING STATE/FED 264, 265, 270 CORRECTIVE ACTION OR CERCLA: None

DATE OF INSPECTION: September 11, 1986

DOES FACILITY HAVE CERCLA SITES YES X NO ____

TYPE OF DRINKING WATER SUPPLY IN 3-MILE RADIUS: Unable to determine from information contained in the VSI.

TARGET POPULATION WITHIN 3-MILE RADIUS: Citizens of Groves and Port Arthur, Texas; approximately 50,000.

RECOMMENDATIONS: ____ SV X RI ____ IM ____ No Further Action under RFA

X 3004(u) ____ 3007

Possible Enforcement Action: ____ 3008(a) ____ 3008(h)

Form: 8/11/86

I. Visual Site Inspection

A. Purpose

* Verify PR Information
* Identify additional releases
* Assess Condition of Solid Waste Management Units (SWMU)
* Aid in identifying Facility Releases
* Assess need for Sampling
* Determine Sampling Locations

B. NUMBER OF SWMU INVESTIGATED DURING THE VSI: 10

	LIST OF SWMU	REGULATED BY RCRA*	STATUS**	SUBJECT TO GWM*** SUBPART F
1)	Landfarm	No	I	No
2)	Below Grade Tank (Unit 3)	Yes	I	?
3)	Surface Impoundment (Unit 1)	Yes	A	Yes
4)	Container Storage Area (Unit 4)	No	A	No
5)	Oily Water Basin	No	A	No
6)	API Separator	Yes	I	?
7)	Equalization Basin	No	A	No
8)	Surge Basin	No	I	No
9)	Biological Treatment Aeration Pond	No	A	No
10)	Stormwater Retention Basin	No	A	No

C. NUMBER OF SWMU IDENTIFIED DURING THE VSI (NOT IDENTIFIED IN THE PR): 4

	LIST OF SWMU	STATUS **
1)	API Separator	I
2)	Equalization Basin	A
3)	Oily Water Basin	A
4)	Surge Basin	I

D. NUMBER SWMU TO BE INCLUDED IN THE RI: 6
(except RCRA units subject to Subpart F)

LIST OF SWMU	RATIONALE
1) Landfarm	Insufficient information available regarding wastes which remained in place at time of closure.
2) Equalization Basin	Unit receives wastewater from the CPI separator; it is a cement basin; and has an oily black layer on top of the wastewater.

* Y-Yes
N-No

** Active or Inactive (A or I)
*** GWM-Ground Water Monitoring

LIST OF SWMU	RATIONALE
3) Oily Water Basin	Liner 95% exposed and in poor condition.
4) Surge Basin	Unit is an earthen pond; sides of the basin are black and no vegetation exists.
5) Biological Treatment Aeration Pond	Unit is a below-grade, clay-lined surface impoundment which receives waste from the equalization basin.
6) Stormwater Retention Basin	Liner bubbled up from bottom and in poor condition; receives liquids drained from Surface Impoundment (Unit 1).

E. NUMBER OF SWMU REQUIRING NO FURTHER ACTION: 3

LIST OF SWMU	RATIONALE
1) Below Grade Tank (Unit 3)	Groundwater monitoring through permit has measuring devices to monitor freeboard.
2) Surface Impoundment (Unit 1)	Unit to close according to revised closure plan. Closure to achieve clean closure.
3) API Separator	Unit to close according to revised closure plan. If cracks or leakage signs are detected, the company will perform a sampling program to test for possible releases.

F. NUMBER OF SWMU REQUIRING SAMPLING VISIT: 0

G. SUPPLEMENTAL INFORMATION ON SWMU: 1

LIST OF SWMU	CONCERNS
1) Container Storage Area (Unit 4)	Although drums are supposed to be empty, the VSI revealed that several drums were corroded and rainwater had collected in them and at least one drum was on its side with waste spilling out. TWC is issuing a letter to Fina requiring them to remove any waste spills from the concrete pad which is surrounded by a concrete berm.

H. ARE FACILITY MAPS/PHOTOS INCLUDED WITH ORIGINAL VSI REPORT? YES X NO ____

RECOMMENDATIONS:

EPA agrees with TWC that a RCRA Facility Investigation [illegible] the four units listed under Section D of this [illegible] agrees that no RFI is needed for the units listed in Sections E and G.

CONCUR: Lydia M. Boada Clista DATE: 12/9/86

(Page 1. This page supersedes and replaces Page 1 of Permit No. 00491 issued March 4, 1963.)

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Interlocutory Order of the Board for Permit #00491.

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Existing Facilities - API separator, holding (equalization) basin and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by adding final clarifier and slud return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character: Industrial Waste - Process wastewater - 80%
Cooling water - 15%
Boiler blowdown - 5%

Volume: Average 3,000,000 gallons per day; not to exceed 3,500,00 gallons per day; not to exceed 2,400 gallons per minute

Quality: Samples to be taken at point of discharge. Effluent quality requirements for Second Phase Improvements:

	NOT TO EXCEED		
Item	Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	30	40	60

B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
Volatile Suspended Solids, mg/l	20	30	50
Settleable Matter, mg/l	20	30	40
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mg/l	40	50	75
Chemical Oxygen Demand, mg/l	150	200	250
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	40	50	75
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receivin water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cause foaming or frothing of a persistent nature in the receiving waters.

Point of Discharge: Through a 24" pipe into a company-owned boat canal adjacent to the plant site in Jefferson County, Texas; thence into the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

All domestic sewage shall be collected and pumped to the City of Port Arthur sewerage system for treatment. This provision is exclusive of small septic tank installations in remote areas of the refinery propert

A flow measuring device and readily accessible sampling point shall be provided and maintained by the permittee.

This is an interlocutory order of the Board granting a Regular Permit for Outlet No. C on an interim basis. This order and that part of the application covering Outlet No. C pursuant to which it is issued are continued on the docket of the Board for further consideration and action. The permittee is directed to proceed to provide for treatment of the wastes in a manner consistent with the best practice in the fiel of activity in which permittee is engaged, under the conditions applicable to permittee. In achieving this standard of treatment, the permit shall be guided by the effluent quality objectives set forth above. By

December 31, 1972 and prior to the issuance of a final order, the Board will review this matter further. At that time, the Board plans to amend the terms and conditions of this permit so that the maximum allowable concentrations which will be authorized in the effluent will not exceed those set forth above. The Board reserves the right, however, to impose other or different terms and conditions than those specified above.

The effluent quality objectives set forth above shall be complied with by December 31, 1972. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Attachment A, effective July 1, 1970. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements.

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall continue submitting quarterly progress reports begun on January 1, 1970 until final action by the Board.

This permit becomes effective December 31, 1972 and is valid until amended or revoked by the Board.

CAC:kb

(Attachment A to Page 1 of Permit #00491)

NAME OF PERMITTEE: B. P. Corporation (Formerly Atlantic Richfield Company) - Outlet C
P. O. Box 849
Port Arthur, Texas 77640

TYPE OF PERMIT: Interlocutory Order of the Board for Permit #00491.

NATURE OF BUSINESS PRODUCING WASTE: Petroleum Refinery

GENERAL DESCRIPTION AND LOCATION OF WASTE DISPOSAL SYSTEM:

Description: Existing Facilities - API separator, holding (equalization) basin and two (2) sludge disposal basins.
First Phase Improvements - aerated lagoon and surge basin.
Second Phase Improvements - conversion to extended aeration process, by adding final clarifier and slu return, and addition of aerobic digestion.

Location: North of the intersection of U.S. Highway 87 and F.M. Highway 366, Northeast of the City of Groves, Jefferson County, Texas

CONDITIONS OF THE PERMIT:

Character:
Process wastewater - 80%
Cooling water - 15%
Boiler Blowdown - 4.5%
Septic tank effluent - 0.5%

Volume: Average 3,000,000 Gallons per Day; Maximum 3,500,0C Gallons per Day; Maximum 2,440 Gallons per Minute

Quality: Samples to be taken at point of discharge.
Effluent quality requirements for First Phase Improvements:

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
pH	7.0-8.5	7.0-8.5	6.5-9.5
Total Residue, mg/l	6,000	8,000	10,000
Chloride, mg/l	2,500	3,000	6,000

Page 2 - Summary
Attachment A
B. P. Corporation (Formerly Atlantic Richfield Company) Outlet C

Item	NOT TO EXCEED Monthly Average	24 Hr. Daily Composite	Individual Sample
Sulphate, mg/l	300	400	500
Total Suspended Solids, mg/l	300	400	500
Volatile Suspended Solids, mg/l	200	300	400
Settleable Matter, mg/l	200	300	400
Immediate Oxygen Demand, mg/l	0	0	0
Biochemical Oxygen Demand, mf/l	60	80	100
Chemical Oxygen Demand, mg/l	300	350	400
Oil and Grease, mg/l	20	25	30
Free or Floating Oil	None	None	None
Color, APHA Units	60	75	150
Temperature, °F	105	115	125
Debris	None	None	None

Toxic Compounds - None in such amounts that will cause the receiving water to be toxic to human, animal, and aquatic life.

Foaming or Frothing Material - None in such amounts that will cause foaming or frothing of a persistent nature in the receiving waters.

Point of Discharge: Through a 24" pipe into a company-owned boat canal adjacent to the plant site in Jefferson County, Texas; thence into the Neches River in the Neches River Basin.

SPECIAL PROVISIONS:

A flow measuring device and readily-accessible sampling point shall be provided and maintained by the permittee.

All domestic sewage is presently treated in septic tanks and the effluent is discharged with process wastewaters. As a part of the First Phase improvements, the effluent from all large septic tanks will be collected and pumped to the City of Port Arthur sewer system for treatment. Completion date for First Phase: July 1, 1970.

The effluent quality objectives set forth above shall be complied with by July 1, 1970. In the interim, the permittee shall provide waste treatment in conformance with the terms and conditions of the permittee's present Permit No. 00491, Page No. 1 issued March 4, 1963. The permittee shall make full use of all available means existing or to be constructed to improve the wastewater quality prior to the date for compliance with the stated quality requirements

The parameters contained in this permit reflect that local Neches River water is being used in the permittee's plant and is a major portion of the discharge. At such time as the permittee uses a different source as a water supply, the permittee shall submit an application for amendment to the Board to exhibit parameters commensurate with the new source.

The permittee shall submit quarterly progress reports on the waste treatment improvements beginning January 1, 1970 until final action by the Board.

This permit becomes effective January 1, 1970 and is valid until superseded by the terms and conditions which become effective December 31, 1972.

CAC:kb

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RFUND BRANCH

Superfund File

MEMORANDUM

Subject: Transmittal of Visual Site Inspection Summary

From: Erlece P. Allen, Chief
Technical Section (6H-CT)

To: William K. Honker, Chief
Permit Section (6H-CP)

Attached please find a copy of the following Visual Site Inspection Summary:

* Facility Name: Fina Oil and Chemical Co. (American Petrofina)
* EPA ID Number: TXD065099160

Please advise us if more information is required and/or if you need further assistance.

Attachment

cc: Sam Becker (6H-C)

bcc: B. Taylor (6H-CE)
G. Reiter (6H-HO)
✓M. McGee (6H-ES)

6H-CT:TWinkle:tst:12/8/86:Disk #4:FILE CODE:

6H-CT	6H-CT	6H-CT
VWright	LBoada	EAllen