

**NOTICE OF USE RESTRICTIONS
AND RESTRICTIVE COVENANT**

THIS NOTICE OF USE RESTRICTIONS AND RESTRICTIVE COVENANT is made effective this 29 day of SEPTEMBER, 2010, by and between SCHLUMBERGER TECHNOLOGY CORPORATION, as successor in merger to Dowell Schlumberger Incorporated hereinafter referred to as "STC", the UNITED STATES OF AMERICA, hereinafter referred to as "the United States", and the STATE OF WYOMING, hereinafter referred to as the "State".

WITNESSETH:

WHEREAS, STC is the owner of real property (two parcels) ("the Property") as described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, STC, as successor to Dowell Schlumberger Incorporated., is a party to the Consent Decree filed in the United States District Court for the District of Wyoming, Civil Action Number 91 CV 1042B; and

WHEREAS, STC, the United States, and State have determined that the use of the Property shall be restricted to the current uses which are industrial in nature to prevent future exposures to environmental conditions and contaminants on or under the Property; and

WHEREAS, the United States and the State, as parties to this Notice of Use Restrictions and Restrictive Covenants, are granted full rights of enforcement as to the provisions contained herein.

Therefore, STC as owner in fee title of the Property, does hereby impose restrictions on the use of the Property as follows:

895900

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: SR
Sep 29, 2010 01:08:45 PM
Pages: 14 Fee: \$47.00
DEUELL ENVIRONMENTAL

1. The Property is presently zoned heavy industrial pursuant to the 2000 Natrona County Zoning Resolution. STC does hereby agree and sets forth that said Property shall not be used for any other purpose than heavy industrial as set forth in the Natrona County Zoning Resolution. A copy of the Heavy Industrial classification for the Natrona County Zoning Resolution is attached hereto and marked as Exhibit "B".

2. The groundwater under or on the Property shall not be used for any use or purpose, except for monitoring of groundwater elevations and periodic sample collection, without the express approval of STC, the United States and the State.

3. If any excavation into or through the ground surface at the Property is conducted and soil is going to be sent off site for any reason, the soil will not be disposed of, applied or used at property zoned for residential use unless it is tested in accordance with an EPA or Wyoming DEQ approved methodology and shown to be safe for residential use.

4. The Property shall not be used for any purpose that may cause or result in a violation of any federal, state, or local laws, ordinances, or regulations related to environmental conditions and contaminants on or under the Property.

5. The Property shall not be used for any purpose that is determined to create, cause, or result in risk to human health or the environment related to environmental conditions and contaminants on or under the Property as determined by the United States, State, or any other governmental agency having jurisdiction over the Property.

6. The Property shall not be used for any purpose inconsistent with any existing remedy agreement, decision document or other applicable agreement or document or decree or order, or for any purpose that interferes with the implementation or completion of any response actions required thereby.

7. The restrictions which are imposed upon this Property shall run with the land and be binding upon STC and its successors, assigns, future owners, future lessees, sub lessees and occupants of the Property, including persons who take title to the Property as heirs, and their invitees, guests, agents, employees or persons acting under their control or direction. The restrictions are imposed for the purpose of protecting the public health and the environment and to prevent interference with the performance and maintenance of any response actions required by the United States, State and any other governmental agencies having jurisdiction over the Property.

8. STC, on behalf of itself and its successors, transferees and assigns, does hereby agree that the United States and the State, their successors and assigns, as parties to this instrument, shall have the right to enforce any and all terms contained herein.

9. The restrictions on the use of the Property may not be modified, amended or terminated by STC, its successors, transferees and assigns without written approval of the United States or the State. In the event that STC conveys, transfers or assigns all or any part of its right, title and interest in and to the Property, STC, the United States, and the State shall have the retained and reversionary right to enforce the terms and conditions hereof.

10. STC agrees that in the event of STC's default or non-compliance with the terms of this Notice of Use Restrictions and Restrictive Covenant, the United States and the State shall have the right of specific performance of this instrument and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

11. It is STC's intent that this Property be encumbered by this Notice of Use Restrictions and Restrictive Covenant and that such restrictions run with the land and are enforceable by the United States and the State for the benefit of the public.

12. Notice upon Conveyance. STC shall notify the United States and State promptly after each conveyance of an interest in any portion of the Property. STC's notice shall include the name, address, and telephone number of the Transferee or its representative, a copy of the deed, or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred.

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Notice Of Use Restrictions And Restrictive Covenant and provide the recorded location of this Notice Of Use Restrictions And Restrictive Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO A NOTICE OF USE RESTRICTIONS AND RESTRICTIVE COVENANT, DATED _____, 2010, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE NATRONA COUNTY RECORDER ON _____, 2010, IN [DOCUMENT ____, OR BOOK ____, PAGE ____]. THE NOTICE OF USE RESTRICTIONS AND RESTRICTIVE COVENANT CONTAINS THE ACTIVITY AND USE LIMITATIONS PRESENTED IN EXHIBIT C:

13. This Notice of Use Restrictions and Restrictive Covenant shall be interpreted in all respects in accordance with the laws of the State of Wyoming, resolving any ambiguities and questions of the validity of specific provisions so as to favor restricting use of the Property to uses that are protective of human health and the environment and that will not interfere with the performance and maintenance of any response actions required by the United States, State, or any other governmental agencies having jurisdiction over the Property.

14. If any provision of this Notice of Use Restrictions and Restrictive Covenant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Notice of Use Restrictions and Restrictive Covenant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

DATED this 23 day of SEPTEMBER, 2010.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: [Signature] 9-28-10
Date

Daniel Yates
Printed Name

VP & GC
Title (Printed)

STATE OF ~~WYOMING~~ TEXAS)
Fort Bend) ss.
COUNTY OF ~~NATRONA~~)

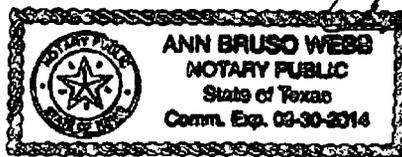
Daniel Yates, being first duly sworn, did say that he/she is the duly authorized representative of Schlumberger Technology Corporation; and that he/she is authorized by said Corporation to execute the foregoing instrument on behalf of said Corporation and he/she acknowledges the execution of said instrument to be the free act and deed of said Corporation.

Daniel Yates Vice President
Name Title

Subscribed and sworn to before me by Daniel Yates this 28th day of September, 2010.

Witness my hand and official seal.

My Commission Expires:



[Signature]
Notary Public

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By: [Signature] 9/23/10
Date

CHARLES MURPHY
Printed Name
Superfund Remedial Program Director
Title (Printed)

Colorado pm
STATE OF WYOMING)
Denver) ss.
COUNTY OF NATRONA)

Subscribed and sworn to before me by CHARLES MURPHY, an authorized agent of the United State Environmental Protection Agency, this 23 day of SEPTEMBER 2010.

Witness my hand and official seal.

My Commission Expires: 1-15-2012

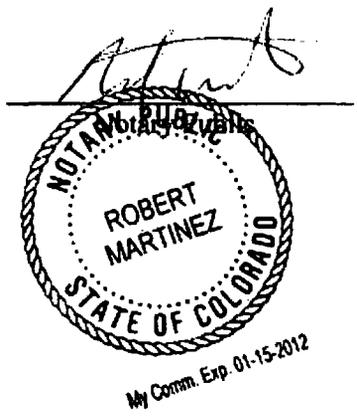


EXHIBIT A

WARRANTY DEED WITH RELEASE OF HOMESTEAD

HOMER R. LATHROP and VIRGINIA A. LATHROP, husband and wife,

grantor(s) of Natrona County, and State of Wyoming for and in consideration of Ten Dollars and other good and valuable considerations

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO DONKILL INCORPORATED, a Delaware corporation,

grantee of Tulsa County and State of Oklahoma

the following described real estate, situate in Natrona County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State to-wit: A tract being a part of the NE1/4, Section 5, Township 33 North, Range 78 West of the 6th Principal Meridian, Natrona County, Wyoming, and being more particularly described as follows:

Commencing at the West Quarter corner of Section 5, Township 33 North, Range 78 West of the 6th Principal Meridian, Natrona County, Wyoming thence South 0 degrees 15 minutes West, 151.0 feet to a point; thence South 86 degrees 13 minutes East, 549.7 feet to a point, said point being the northeasterly corner of the North Central Gas Company's tract, and being situate on the southerly right of way line of the Chicago, Burlington and Quincy Railroad; thence South 86 degrees 19 minutes East, 793.7 feet along the southerly right of way line of said railroad to the point of beginning; thence continuing South 86 degrees 19 minutes East, 274.56 feet to a point; thence South 0 degrees 15 minutes West, 804.7 feet to a point on the northerly boundary of the 100 foot wide right of way for State Highway U. S. 20, marking the southeast corner of the tract being described; thence North 81 degrees 33 minutes West, 276.90 feet along said Highway right of way to a point; thence North 0 degrees 15 minutes East, 781.5 feet to the point of beginning, containing 3 acres.

Grantors covenant and warrant that those certain rights of way recorded in the records of Natrona County, Wyoming, in Book 12 of Deeds, Page 184; Book 16 of Deeds, Page 627; Book 29 of A.C. & L., Page 373, and that certain strip of land conveyed by quitclaim deed recorded in Book 42 of Deeds, Page 83, do not cross or cover any part or portion of the lands hereby conveyed.



WITNESS their hands this 26th day of February 1954

Signed, Sealed and Delivered in Presence of

THE STATE OF WYOMING, County of Natrona, On this 26th day of February 1954 before me personally appeared Homer R. Lathrop and Virginia A. Lathrop, husband and wife,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same, their free act and deed, including the release and waiver of the right of homestead, the said wife being first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Notarially and, Notarially seal, the day and year in this certificate first above written

Notary Public

WARRANTY DEED

CHARLES V. TUNISON and ALICE J. TUNISON, Husband and Wife

Grantor, S, of NATRONA County, and State of WYOMING, for and in consideration of \$10.00 and other good and valuable considerations DOLLARS

In hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO THE DOW CHEMICAL COMPANY, a Delaware Corporation of Midland County, Michigan

grantee, of MIDLAND County, and State of MICHIGAN

the following described real estate, situate in NATRONA County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

A tract of land situated in the NE1/4SW1/4, Section 5, Township 33 North, Range 78 West of the 6th P.M., Natrona County, Wyoming, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 5 and 6 of said Township and Range; Thence S. 0°15' W., 151.0 feet to a point; Thence S. 86°33' E., 549.7 feet to a point; Thence S. 86°19' E., 1068.26 feet to the point of beginning; said point being located on the southerly right-of-way line of the Chicago Burlington and Quincy Railroad Co. and being the north-westerly corner of the tract herein described; Thence S. 86°19' E., 267.7 feet along said right-of-way to the northeasterly corner of the tract; Thence S. 0°15' W., 827.3 feet to the southeasterly corner of the tract and a point on the northerly right-of-way line of the U. S. Highway No. 20; Thence N. 81°33' W., 269.9 feet along said right-of-way to the southwesterly corner of the tract; thence N. 0°15' E., 804.7 feet to the point of beginning.

EXCEPTING THEREFROM a strip of land being a portion of the above described tract, more particularly described as follows:

Beginning at the southwest corner of the above described tract of land; Thence N. 0°15' E. for a distance of 36.4 feet along the west boundary thereof; Thence S. 81°33' E. for a distance of 269.9 feet along a line parallel to the north right of way boundary of State Highway U. S. 20 and 36.0 feet northerly thereof when measured at right angles thereto, to a point on the east boundary of said tract of land; Thence S. 0°15' W. 36.4 feet to a point on the north right of way boundary of present State Highway U.S. 20; Thence N. 81°33' W. 269.9 feet along said State Highway right of way boundary to the point of beginning.

Together with all improvements thereon situate Subject to reservations and easements of record.

RECORDED Oct 6 1981 AT 3:41 O'CLOCK PM INSTRUMENT NO. 320270 JOHN L. TOBIN COUNTY CLERK

WITNESS OUR hand S this 21 day of October, 1981

Signatures of Charles V. Tunison and Alice J. Tunison

STATE OF WYOMING COUNTY OF NATRONA

The foregoing instrument was acknowledged by Charles V. Tunison and Alice J. Tunison, husband and wife this 5 day of October, 1981



Signature of Paul W. Jones, Title of Officer

My Commission Expires:

EXHIBIT B

Section 10. Heavy Industrial (HI)

a. The intent and purpose of the HI district is to create and preserve an area for industrial uses of that require isolation from many other land uses.

For each permitted or conditional use, check the definitions, Appendix A, and Design Criteria, Chapter VII, to determine requirements for that specific use.

b. The following are permitted uses in this district:

- (1) Accessory buildings and uses.
- (2) Auto and truck wash.
- (3) Auto wrecker service.
- (4) Automobile, truck and trailer sales.
- (5) Business, retail; with or without outdoor storage.
- (6) Business, wholesale; with or without outdoor storage.
- (7) Chemical plant, processing and storage.
- (8) Concrete batch plant.
- (9) Construction yard and shop.
- (10) Creosote manufacturing and treating.
- (11) Gas and LPG processing plant.
- (12) Heavy equipment sales and service.
- (13) Hot mix plant.
- (14) Mineral manufacturing, refining and processing.
- (15) Oil field or mining equipment.
- (16) Pipe yards, drill rig assembly.
- (17) Pipeline terminal and pump station.
- (18) Pre-cast concrete manufacturing.
- (19) Refinery.
- (20) Rendering plant.
- (21) Restaurant or cafe.
- (22) Sanitary landfill, sewage treatment facility.
- (23) Sawmill.
- (24) Sign, billboard advertising pursuant to Chapter VII, Design Criteria and Procedures, Section 4, Signs.
- (25) Storage, indoor and outdoor.
- (26) Storage of flammable and combustible liquids not to exceed 12,000 gallons.
- (27) Truck stop.
- (28) Truck terminal.
- (29) Warehouse.

c. In addition to the above permitted uses, the following uses may be approved by conditional use permit:

- (1) Mining: aggregate extraction (See Chapter VII, Design Criteria and Procedures).
 - (2) Auto reduction/recycling center.
 - (3) Communication tower.
 - (2) Manufacturing, and storage of explosives.
 - (3) Public facility.
 - (4) Salvage yard.
 - (5) Security quarters, subject to the following conditions:
 - (i) The only employee accommodations allowed in the District be exclusively for a caretaker or watchman employed specifically for the purpose of providing full-time security and/or maintenance.
 - (ii) The employee accommodations shall be contained within a building containing a permitted use or, if outside the building, the employee accommodations shall be a mobile home or travel trailer. No permanent security structures shall be permitted on site.
 - (iii) The employee accommodations must be on the same property and under the same ownership as the use for which the occupants are providing security or maintenance.
 - (iv) All applicable covenants, bulk regulations, building codes, and health department regulations shall be complied with.
 - (6) Sign, billboard advertising over 480 square feet, (See Chapter VII, Design Criteria and Procedures, Section 4, Signs).
 - (7) Storage of flammable and combustible liquids in excess of 12,000 gallons.
 - (8) Toxic and hazardous waste storage.
 - (9) Utility installation.
 - (10) Other similar and compatible uses as determined by the Board.
- d. Minimum district size is 10 acres.
- e. Minimum lot size is 2 acres.
- f. Minimum setbacks for principal and accessory buildings are as follows:
- (1) 60 feet adjacent to all Federal, State and County roads.;
 - (2) 40 feet adjacent to all other roads;
 - (3) 10 feet from all property lines not abutting a road; 150 feet adjacent to a business or residential district.
- g. No Maximum height.
- h. No minimum open space.

EXHIBIT C

Notice of Use Restrictions and Restrictive Covenants

1. The Property is presently zoned heavy industrial pursuant to the 2000 Natrona County Zoning Resolution. Grantee does hereby agree and sets forth that said Property shall not be used for any other purpose than heavy industrial as set forth in the Natrona County Zoning Resolution.

2. The groundwater under or on the Property shall not be used for any use or purpose, except for monitoring of groundwater elevations and periodic sample collection, without the express approval of Grantee, the United States and the State.

3. If any excavation into or through the ground surface at the Property is conducted and soil is going to be sent off site for any reason, the soil will not be disposed of, applied or used at property zoned for residential use unless it is tested in accordance with an EPA or Wyoming DEQ approved methodology and shown to be safe for residential use.

4. The Property shall not be used for any purpose that may cause or result in a violation of any federal, state, or local laws, ordinances, or regulations related to environmental conditions and contaminants on or under the Property.

5. The Property shall not be used for any purpose that is determined to create, cause, or result in risk to human health or the environment related to environmental conditions and contaminants on or under the Property as determined by the United States, State, or any other governmental agency having jurisdiction over the Property.

6. The Property shall not be used for any purpose inconsistent with any existing remedy agreement, decision document or other applicable agreement or document or decree or order, or for any purpose that interferes with the implementation or completion of any response actions required thereby.

7. The restrictions which are imposed upon this Property shall run with the land and be binding upon Grantee and its successors, assigns, future owners, future lessees, sub lessees and occupants of the Property, including persons who take title to the Property as heirs, and their invitees, guests, agents, employees or persons acting under their control or direction. The restrictions are imposed for the purpose of protecting the public health and the environment and to prevent interference with the performance and maintenance of any response actions required by the United States, State and any other governmental agencies having jurisdiction over the Property.

8. Grantee, on behalf of itself and its successors, transferees and assigns, does hereby agree that the United States and the State, their successors and assigns shall have the right to enforce any and all terms contained herein.

9. The restrictions on the use of the Property may not be modified, amended or terminated by Grantee, its successors, transferees and assigns, without written approval of the United States or the State. In the event that Grantee conveys, transfers or assigns all or any part of its right, title and interest in and to the Property, Grantee, the United States, and the State shall have the retained and reversionary right to enforce the terms and conditions hereof.

10. Grantee agrees that in the event of Grantee's default or non-compliance with the terms of this Notice of Use Restrictions and Restrictive Covenants, the United States and the State shall have the right of specific performance of this instrument and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

11. It is Grantee's intent that this Property be encumbered by this Notice of Use Restrictions and Restrictive Covenants and that such restrictions run with the land and are enforceable by the United States and the State for the benefit of the public.

12. This Notice of Use Restrictions and Restrictive Covenants shall be interpreted in all respects in accordance with the laws of the State of Wyoming, resolving any ambiguities and questions of the validity of specific provisions so as to favor restricting use of the Property to uses that are protective of human health and the environment and that will not interfere with the performance and maintenance of any response actions required by the United States, State, or any other governmental agencies having jurisdiction over the Property.

13. If any provision of this Notice of Use Restrictions and Restrictive Covenants, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Notice of Use Restrictions and Restrictive Covenants, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.