

Memorandum of Agreement No. 1
Remedy Decision #1 and #2
REMEDY AGREEMENT
Between State of Wyoming and
BP Corporation North America Inc.

1. **Parties.** This Memorandum of Agreement No. 1 (MOA) for Sections 10.2.9 and 10.3.3 of Remedy Decision #1 and Sections 10.6 and 10.7 of Remedy Decision #2 of the Remedy Agreement is between the Wyoming Department of Environmental Quality (WDEQ), whose address is Herschler Building, 4th Floor West, 122 West 25th Street, Cheyenne, Wyoming 82002 and BP Corporation North America Inc. (BP) whose address is 1707 West Yellowstone Highway, P.O. Box 160, Casper, Wyoming 82602-0160.

2. **Purpose of MOA.** The purpose of this MOA is only to clarify the term “unrestricted use standards” as used in sections 10.2.9 and 10.3.3, paragraphs (a), of Remedy Decision #1 (RD#1) and sections 10.6 and 10.7, paragraphs (a), of Remedy Decision #2 (RD#2) where institutional controls (IC’s) are required “until unrestricted use standards are met.” This MOA does not change any provisions of the Remedy Agreement.

RD#1, dated September 19, 2001, provided the remedy for the Former BP Casper Refinery South Properties Area. RD#2, dated January 10, 2002, provided the remedy for the Former BP Casper Refinery North Properties Area and North Platte River.

BP and WDEQ agree that the groundwater remedy defined in Section 8.3 “Groundwater” will be deemed “effective and complete” per Section 8.7.2 of RD #1 when the remedial standards in Table 8-1 of RD #1 are achieved for groundwater. Furthermore, BP and WDEQ agree that the groundwater remedy defined in Section 8.4 “Groundwater” will be deemed “effective and complete” per Section 8.13.2 of RD#2 when the remedial standards in Table 8-1 of RD#2 are achieved for groundwater.

However, achieving “unrestricted use standards” not only includes reducing contaminant levels below agreed-upon risk-based standards but also eliminating other characteristics of contamination defined in the Wyoming Environmental Quality Act 35-11-103(c)(i) as “alteration of the physical, chemical, or biological properties of any waters of the state including change in temperature, taste, color, turbidity or odor. . .” If alterations in these characteristics due to hydrocarbon impacts remain in South Properties groundwater following the achievement of remedial standards, BP will continue to maintain ICs on the South Properties, as required by Sections 10.2.9 and 10.3.3, paragraphs (a), of Remedy Decision #1. If alterations in these characteristics due to hydrocarbon impacts remain in North Properties groundwater following the achievement of remedial standards, BP will continue to maintain ICs on the North Properties, as required by Sections 10.6 and 10.7, paragraphs (a), of RD#2.

3. **Effective Date.** The date of this MOA is the date last executed by the duly authorized representatives of this MOA.

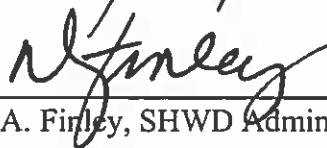
4. **Signatures.** IN WITNESS THEREOF, the parties, through their duly authorized representatives, have executed this MOA No. 1 to RD#1 and RD#2 of the Remedy Agreement between the State of Wyoming, Department of Environmental Quality (WDEQ), and BP Corporation North America Inc. and BP Products North America Inc., (BP), on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA No. 1 as set forth herein.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY



John V. Corra, DEQ Director

2/2/05
Date



David A. Firley, SHWD Administrator

2/2/05
Date


ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Mike Barrash, Senior Assistant Attorney General

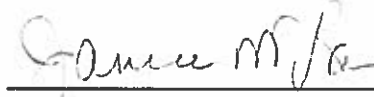
01/31/2005
Date

BP CORPORATION NORTH AMERICA INC.



Albert L. Keller, President,
Atlantic Richfield Company, a BP Affiliated Company

16 FEB 05
Date



Janice M. McLain, Esq., Senior Attorney, HSE

2-16-05
Date