

SEND TAX NOTICE TO:
 BP Exploration & Oil Inc.
 c/o Arthur Anderson LLP
 Property Tax Department
 Energy Business Center
 15990 N. Barkers Landing
 Houston, TX 77079

THIS DOCUMENT PREPARED BY:
 R. Reed King, Esq.
 BP Exploration & Oil Inc.
 200 Public Square
 Cleveland, Ohio 44114-2375

MAIL RECORDED DOCUMENT TO:
 Gail Dolin, Vice President
 Commonwealth Land Title
 Insurance Company
 Bond Court Office Building
 1300 East 9th Street, Suite 1201
 Cleveland, Ohio 44114

GENERAL INDENTURE
 of
 CONVEYANCE, ASSIGNMENT AND TRANSFER
 from
 SERVICE STATION HOLDINGS INC.
 (a Delaware corporation)
 to
 BP EXPLORATION & OIL INC.
 (an Ohio corporation)

THIS GENERAL INDENTURE OF CONVEYANCE, ASSIGNMENT AND TRANSFER, dated effective as of November 1, 1997 ("Effective Date") from Service Station Holdings Inc., a Delaware corporation ("Grantor") to BP Exploration & Oil Inc., an Ohio corporation ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantee has agreed to purchase, and Grantor has agreed to sell, pursuant to an Agreement for the Purchase and Sale of Assets (the "Agreement") between Grantor and Grantee, all of the U.S. real property and related rights and contracts of Grantor;

NOW, THEREFORE, Grantor, for and in consideration of the purchase price set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, convey, assign, transfer, set over and deliver unto Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the following (the "Assets"):

AL

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 SHELBY COUNTY JUDGE OF PROBATE
 005 SMA 18.50

- (i) all land, buildings, fixtures, improvements and other real property of whatever kind or nature located in the United States, together with all rights, easements, privileges and appurtenances thereunto belonging ("U.S. Real Property");
- (ii) all leases and other agreements, contracts, permits, licenses or commitments of Grantor relating to U.S. Real Property; and
- (iii) all rights of Grantor in and to escrow deposits or funds relating to U.S. Real Property.

TO HAVE AND TO HOLD, all and singular, the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered, or intended so to be, unto Grantee, its successors and assigns, forever.

Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, to deliver to Grantee additional conveyances and assignments of any of the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered, or intended so to be, in order to make this General Indenture of Conveyance, Assignment and Transfer more definite and certain as to such Assets, but in no manner limiting or restricting the conveyance and assignment of the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered unto Grantee and its successors and assigns. Grantor hereby covenants and agrees to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law to do so, to execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to ensure the conveyance, assignment and transfer to Grantee, its successors or assigns, of all the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered, or intended so to be; or for aiding and assisting in collecting and reducing to possession any of and all the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered, or intended so to be.

Grantor hereby binds itself to warrant and forever defend the title to all and singular the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered by Grantor unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or who may claim the same or any part thereof, by, through or under Grantor. This General Indenture of Conveyance, Assignment and Transfer is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of such Assets or any part thereof.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney-in-fact of Grantor, with full power of substitution in its name and stead or otherwise, but on behalf and for the benefit of Grantee, to demand, receive and collect

from time to time any and all moneys, credits, claims or rights due or to become due related to the Assets granted, bargained, conveyed, assigned, transferred, set over and delivered, or intended so to be, by this General Indenture of Conveyance, Assignment and Transfer or by any other instruments of conveyance and assignment from Grantor to Grantee and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor any checks received on account of any such items; to institute and prosecute in the name of Grantor or otherwise, but at the expense and for the benefit of Grantee, any and all proceedings at law, in equity or otherwise, which Grantee may deem proper to collect, assert, protect or enforce any claim, right, title, debt, account or interest of any kind, including any guaranty made in favor of Grantor in or to any of the Assets, and to defend, compromise, settle or release any and all such claims, actions, suits or proceedings; and to do all such other acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and the powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor, or by the merger or liquidation of Grantor in any manner or for any reason, and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of all Assets transferred to Grantee as provided herein.

Provided, however, that to the extent that any Assets to be assigned to Grantee as provided herein cannot be assigned or transferred by law or without the consent of any third party, this General Indenture of Conveyance, Assignment and Transfer shall not, as to such third party, constitute an assignment of the same if an assignment or an attempted assignment would constitute a breach or ground for termination thereof. Notwithstanding the above, Grantor shall obtain the consent of the other parties to the assignment of all the Assets to Grantee in all cases in which such consent is required for assignment or transfer.

Nothing in this General Indenture of Conveyance, Assignment and Transfer, express or implied, is intended to confer upon any person, other than the parties hereto or their respective successors and assigns, any right, remedy, obligation or liability under or by reason of this General Indenture of Conveyance, Assignment and Transfer.

No vendor's lien, express or implied, is retained by Grantor against any of the Assets hereby granted, bargained, conveyed, assigned, transferred, set over and delivered unto Grantee and any right to claim such vendor's lien or any similar lien is hereby waived by Grantor.

This General Indenture of Conveyance, Assignment and Transfer shall be effective for all purposes as of the Effective Date.

This General Indenture of Conveyance, Assignment and Transfer may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall together constitute but one and the same instrument.

A counterpart of this General Indenture of Conveyance, Assignment and Transfer may be recorded in the land records of any County in any State in the United States, to confirm and supplement any specific deeds for U.S. Real Property which may be recorded. It is the intention of Grantor and Grantee that to the extent any U.S. Real Property (for any reason) is not conveyed by a specific deed, this General Indenture of Conveyance, Assignment and Transfer shall be sufficient to convey all of Grantor's right, title and interest in and to such U.S. Real Property to Grantee, without need for any subsequent specific deed, and that this General Indenture of Conveyance, Assignment and Transfer may be relied upon by any third party as confirmation and proof (without need for further confirmation or proof) that all of Grantor's right, title and interest in and to all U.S. Real Property (whether or not also conveyed by separate deed) is hereby conveyed to and vested in Grantee, its successors and assigns, forever, effective as of the Effective Date.

Grantee hereby accepts title to the Assets as of the Effective Date. In addition, any Lease between Grantor (as lessor) and Grantee (as lessee) for any of the U.S. Real Property is hereby terminated effective as of the Effective Date.

IN WITNESS WHEREOF, Grantor and Grantee have caused this General Indenture of Conveyance, Assignment and Transfer to be duly executed and sealed by their respective duly authorized representatives on the date of the acknowledgments annexed hereto.

WITNESSES:

By: *Ann M. Wachter*
Print: Ann M. Wachter

By: *Sharon Dietz*
Print: Sharon Dietz

By: *Ann M. Wachter*
Print: Ann M. Wachter

By: *Sharon Dietz*
Print: Sharon Dietz

SERVICE STATION HOLDINGS INC.

By: *P. W. Brasse*
P. W. Brasse

Its: Manager, Real Estate
BP Oil Company, Division of
BP Exploration & Oil Inc.

Attest: *J. Shoda*
J. Shoda

Its: Assistant Secretary

(Signatures continued on next page)

WITNESSES:

By: Ann M. Wachter
Print: Ann M. Wachter

By: Sharon Dietz
Print: Sharon Dietz

By: Ann M. Wachter
Print: Ann M. Wachter

By: Sharon Dietz
Print: Sharon Dietz

BP EXPLORATION & OIL INC.
By: K. M. Sweda
K. M. Sweda

Its: Manager, Real Estate Outsourcing

Attest: J. Shoda
J. Shoda

Its: Assistant Secretary

Inst # 1997-40439

CORPORATE ACKNOWLEDGMENT 12/1997-40439

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

10:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 18.50

I, Barbara A. Tillinghast, a Notary Public in and for said County, in said State, hereby certify that P. W. Brasse and J. Shoda, whose names, respectively, as Manager, Real Estate, BP Oil Company, Division of BP Exploration & Oil Inc., and Assistant Secretary of **SERVICE STATION HOLDINGS INC.**, a Delaware corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19th day of November, 1997.

BARBARA A. TILLINGHAST
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2000

Barbara A. Tillinghast
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

I, Barbara A. Tillinghast, a Notary Public in and for said County, in said State, hereby certify that K. M. Sweda and J. Shoda, whose names, respectively, as Manager, Real Estate Outsourcing, and Assistant Secretary of **BP EXPLORATION & OIL INC.**, an Ohio corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such representatives and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19th day of November, 1997.

BARBARA A. TILLINGHAST
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2000

Barbara A. Tillinghast
Notary Public