

## AGREEMENT WITH RESPECT TO TANK LEASE

THIS AGREEMENT WITH RESPECT TO TANK LEASE (this "Agreement") is made and entered into as of September 30, 2009, by and among Noble Petro Inc., a Delaware corporation ("NPI") and SemFuel, L.P., a Texas limited partnership ("SemFuel"). NPI and SemFuel shall be collectively referred to as the "Parties."

WHEREAS, NPI and SemFuel are parties to that certain Asset Purchase and Sale Agreement, dated as of August 3, 2009 (as it may be amended or supplemented pursuant to its terms, the "Purchase Agreement"); and

WHEREAS, pursuant to Section 2.1 of the Purchase Agreement, SemFuel is required to deliver the Transferred Assets free and clear of any and all Liens (other than Permitted Liens); and

WHEREAS, SemFuel and Halron Lubricants Inc. f/k/a Halron Oil Company, Inc., a Wisconsin corporation ("Halron") are parties to that certain Tank Lease dated April 12, 2005 (the "Tank Lease").

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Parties hereby covenant and agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meaning provided in the Purchase Agreement.

2. Rejection Motion. SemFuel shall use commercially reasonable efforts to obtain promptly (a) a final order of the Bankruptcy Court rejecting the Tank Lease and providing that Halron does not have rights to continued use of the tank (the "Rejection Order") or (b) termination of the Tank Lease. In the event that the Rejection Order is appealed by any Person (or a petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to such Order), SemFuel shall use commercially reasonable efforts to defend against such appeal, petition or motion and shall use its commercially reasonable efforts to obtain expedited resolution of any such appeal, petition or motion.

3. Removal of Waste Oil. SemFuel hereby agrees to cause the removal of all waste oil and other product (collectively, the "Product") currently stored pursuant to the Tank Lease no later than December 31, 2009. In connection with the removal of the Product, SemFuel shall cause the tank to be cleaned and such cleaning shall be in accordance with standard industry practice and in compliance with applicable law at no cost to NPI or its affiliates. In the event that SemFuel fails to take or cause the foregoing actions in any respect, NPI may cause such actions to be taken by third parties retained by it in its reasonable discretion and will be entitled to be fully reimbursed by SemFuel for any actual costs and expenses incurred by it, which shall

be paid from the escrowed funds as provided pursuant to this Agreement, subject to a cap of \$150,000 (the "Removal Funds"), and shall be reduced by any proceeds received in connection with the disposal of the Product. NPI will use its commercially reasonable efforts to minimize the net costs and expenses incurred in connection with the removal of the Product and cleaning of the Tank. NPI agrees that it will not seek funds beyond those reasonably necessary for removal of the Product and the cleaning of the tank; it will specifically not seek funds for improving the "as is, where is" condition of the tank. If the Bankruptcy Court orders that Halron is entitled to continued use of the tank, then NPI agrees that it will comply with such obligation; provided that this Agreement shall not in anyway prejudice NPI's right to object to or appeal any such order and any amounts received by SemFuel in connection with Halron's continued use of the tank shall be paid to NPI. The \$150,000 shall only be payable out of the funds held in escrow pursuant to this Agreement and shall not be payable if the entire Escrow Amount is irrevocably paid to NPI pursuant to Section 5.

4. Holdback from Purchase Price. SemFuel and NPI agree that \$500,000 of the Closing Date Payment (the "Escrow Amount") shall be deposited in escrow by SemFuel and held pursuant to an escrow agreement on terms substantially similar to those used in connection with the Purchase Agreement, with the cost of such escrow arrangement being paid by SemFuel (such amount, the "Holdback"). The Holdback will not be released to either SemFuel or NPI, as applicable, except upon joint notice from SemFuel and NPI to the escrow agent as and when the conditions set forth in paragraph 5 have been satisfied.

5. Escrow Funds Release. If either (a) or (b) of Section 2 is obtained prior to November 15, 2009 all of the escrow funds other than the Removal Funds shall be released to SemFuel. In the event that the Tank Lease is not irrevocably terminated prior to November 15, 2009, the entire Escrow Amount shall be irrevocably released and paid to NPI. In the event that the condition in the first sentence is satisfied, and Halron removes the Product and cleans the tank in the manner specified in Section 3 of this Agreement on or prior to December 31, 2009, then the Removal Funds shall be promptly released to SemFuel. Any costs and expenses incurred by NPI pursuant Section 3 shall be paid out of the Escrow Amount within 2 Business Days receipt by the escrow agent of a joint notice from SemFuel and NPI, which joint notice shall be given within 3 Business Days of SemFuel's receipt of an invoice of costs and expenses incurred by NPI in accordance with Section 3. SemFuel and NPI shall maintain an authorized signatory for purposes of providing the joint notices required under the terms of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, permitted assigns, and legal representatives.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, including the Recitals which are made a material part of this Agreement, sets forth the entire agreement and understanding, and

supersedes any prior agreements and understandings, written or oral, of the Parties in respect of the subject matter hereof.

9. Further Assurances. The Parties shall execute and deliver such further and additional instruments, agreements, and other documents, and shall take such further and additional actions, as may be appropriate or necessary to carry out the provisions of this Agreement.


10. Governing Law. This Agreement, including, without limitation, the interpretation, construction, validity, and enforceability thereof, shall be governed by the law (other than conflict-of-law rules) of the State of New York.

11. Notice. Within one (1) business day of execution, SemFuel shall file and serve a notice of this Agreement with the Bankruptcy Court (the "Notice"), which Notice shall be in form and substance acceptable to NPI.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

NOBLE PETRO INC.

By:   
Name: Richard A. Di Donna  
Title: SECRETARY

SEMFUEL, L.P.

By: SEMOPERATING G.P., L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**NOBLE PETRO INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SEMFUEL, L.P.**

By: SEMOPERATING G.P., L.L.C.,  
its General Partner

By:   
Name: TERRENCE BONAN  
Title: AUTHORIZED OFFICER