

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES of AMERICA,	)	
	)	
Plaintiff, and the	)	
	)	
STATES OF DELAWARE,	)	
LOUISIANA, and the	)	
NORTHWEST AIR POLLUTION	)	
AUTHORITY OF THE STATE OF	)	
WASHINGTON,	)	Civil Action
	)	No. H-01-0978
Plaintiff-Interveners,	)	Honorable Melinda Harmon
v.	)	
	)	
MOTIVA ENTERPRISES LLC,	)	
EQUILON ENTERPRISES LLC,	)	
and DEER PARK REFINING	)	
LIMITED PARTNERSHIP,	)	
Defendants.	)	
_____	)	

**SIXTH ADDENDUM TO CONSENT DECREE**

WHEREAS, the United States of America (hereinafter “the United States”), the State of Delaware, the State of Louisiana, and the Northwest Air Pollution Authority of the State of Washington (hereinafter collectively referred to as the “State Plaintiffs”), Motiva Enterprises LLC, Equilon Enterprises LLC (“Equilon,” doing business as Shell Oil Products US) and Deer Park Refining Limited Partnership (hereinafter collectively referred to as “the Shell/Motiva Companies”) are parties to a Consent Decree entered by this Court on August 20, 2001, and amended on May 29, 2002, December 24, 2003, January 13, 2005, February 7, 2005, and January 19, 2006 (hereinafter “the Heater and Boiler Consent Decree”); and

WHEREAS, Tesoro Refining and Marketing Company (hereinafter “Tesoro”) has purchased certain refinery assets from Equilon, which assets are covered by the Heater and Boiler Consent Decree and located in Los Angeles, California (hereinafter “the Los Angeles Refinery”); and

WHEREAS, Tesoro has contractually agreed to assume the obligations, rights and benefits, and to be bound by the terms and conditions, of the Heater and Boiler Consent Decree as it pertains to the Los Angeles Refinery; and

WHEREAS, the United States, the State Plaintiffs, the Shell/Motiva Companies, and Tesoro have reviewed and each hereby consents to this Sixth Addendum;

NOW THEREFORE, the United States, the State Plaintiffs, the Shell/Motiva Companies and Tesoro hereby agree that, upon approval of this Sixth Addendum by the Court, the Heater and Boiler Consent Decree shall thereby be amended as follows:

1. In accordance with Paragraph 3 of the Consent Decree, Tesoro, by its purchase of the Los Angeles Refinery, assumes the obligations and liabilities, and secures the rights and benefits, of the Consent Decree as it pertains to the Los Angeles Refinery.

2. Except as provided herein, upon entry by the Court of this Addendum, Equilon is released from its obligations and liabilities, but retains all rights and benefits, under the Consent Decree as it pertains to the Los Angeles Refinery.

3. Nothing in this Addendum affects the provisions of the Consent Decree pertaining to the Norco, Convent, Port Arthur, Martinez, Puget Sound, and Deer Park Refineries, nor to the Delaware City Refinery which was sold to The Premcor Refining Group, Inc. (“Premcor”) in 2004 and which was subsequently acquired by and is now owned and operated by the Valero

Energy Corporation (“Valero”) (hereinafter referred to as “Valero (Premcor)”), or the Bakersfield Refinery which is owned and operated by Big West of California, LLC. (“Big West”). In no event shall Tesoro bear any liability under the Consent Decree pertaining to the Norco, Convent, Port Arthur, Martinez, Puget Sound, and Deer Park Refineries, nor to the Delaware City Refinery, owned and operated by Valero (Premcor), or the Bakersfield Refinery, owned and operated by Big West.

4. Tesoro shall not be responsible for any portion of the Supplemental and Beneficial Environmental Projects with regard to the Los Angeles Refinery provided for in Section VIII, nor Civil Penalty provided for in Section IX of the Heater and Boiler Consent Decree, which the United States and the State Plaintiffs hereby acknowledge have been paid in full.

5. Paragraph 4 of the Heater and Boiler Consent Decree is deleted and restated in its entirety to read as follows:

4. The Shell/Motiva Companies own and operate six (6) petroleum refineries, and each of Tesoro, Big West and Valero (Premcor) owns and operates one (1) petroleum refinery covered by this Consent Decree, for the manufacture of various petroleum-based products, including gasoline, diesel and jet fuels, and other marketable petroleum by-products.

6. Paragraph 5 is deleted and restated in its entirety to read as follows:

5.(a) Motiva and Equilon own and operate refineries located as follows:

Norco, Louisiana (Motiva)  
Convent, Louisiana (Motiva)  
Port Arthur, Texas (Motiva)  
Martinez, California (Equilon)  
Puget Sound, Washington (Equilon)

- (b) The Deer Park, Texas refinery is owned by Deer Park Refining Limited Partnership, and operated by its general partner, Shell Oil Company.
- (c) Valero (Premcor) owns and operates a refinery located at Delaware City, Delaware.
- (d) Big West owns and operates a refinery located at Bakersfield, California.
- (e) Tesoro owns and operates a refinery located at Los Angeles, California.

**A. Section V. NO<sub>x</sub> and SO<sub>2</sub> Emissions Reductions From Heaters and Boilers**

1. The Shell/Motiva Companies have reported that they have achieved a reduction of 65.75 tons per year of NO<sub>x</sub> emissions from the Los Angeles Refinery, and so certified in their annual NO<sub>x</sub> Control Plan Update submitted pursuant to paragraph 16 on March 29, 2007.
2. Paragraph 9 is replaced with the following:

9. On or before December 31, 2008, the Shell/Motiva Companies, Tesoro, Valero (Premcor) and Big West shall complete programs to reduce the overall NO<sub>x</sub> emissions from the Controlled Heaters and Boilers at their refineries in an amount greater than or equal to 6,920 tons per year. The Shell/Motiva Companies shall achieve 5037.5 tons per year of these reductions at the Shell/Motiva Company Refineries, Valero (Premcor) shall achieve 1,794 tons per year of these reductions at the Delaware City Refinery, Big West shall achieve 22.75 tons per year of these reductions at the Bakersfield Refinery, and Tesoro shall achieve 65.75 tons per year of these reductions at the Los Angeles Refinery. Each reduction shall be demonstrated by the inequality in paragraph 10, with no use of emission caps in the demonstration; provided however that the companies may propose for EPA approval an adjustment of the allocation of NO<sub>x</sub> emission reductions to be achieved at the Shell/Motiva Company Refineries, the Delaware City Refinery, the Bakersfield Refinery, and the Los Angeles Refinery, and the adjusted allocation shall be effective upon EPA's approval. EPA shall approve the adjustment if the proposed reallocation is consistent with the requirements of paragraphs 12, 14 and 15 of this Consent Decree, and the proposed reallocation provides that total NO<sub>x</sub> emission reductions to be achieved from all refineries

governed by this Consent Decree will be equal to or greater than 6,920 tons per year, in the aggregate, in accordance with this paragraph.

3. Paragraph 10 shall be replaced with the following:

10. The Shell/Motiva Companies,' Tesoro's, Valero (Premcor)'s, or Big West's selection of control technology must at a minimum reduce overall NOx emissions from the Controlled Heaters and Boilers by at least  $X$  tons per year from a prior actual to future allowable basis so as to satisfy the following inequality.

$$\sum_{i=1}^n [(E_{\text{Actual}})_i - (E_{\text{Allowable}})_i] \text{ greater than or equal to } X \text{ tons of NOx per year}$$

Where:

$(E_{\text{Allowable}})_i$  = [(The requested portion of the permitted allowable pounds of NOx per million BTU for heater or boiler  $i$ )/(2000 pounds per ton)] x [(the lower of permitted or maximum heat input rate capacity in million BTU per hour for heater or boiler  $i$ ) x (the lower of 8760 or permitted hours per year)] ;

$(E_{\text{Actual}})_i$  = The tons of NOx per year prior actual emissions (unless prior actuals exceed allowable emissions, then use allowable) as shown in Attachment 1 for controlled heater or boiler  $i$ ; and

$n$  = The number of heaters and boilers at the Shell/Motiva Companies,' Valero (Premcor)'s, Big West's, or Tesoro's, as applicable, refineries that are controlled.

$X$  = The allocated tons per year of reductions established for the Shell/Motiva Companies, the Delaware City Refinery, the Bakersfield Refinery, or the Los Angeles Refinery, as applicable, according to the provisions of paragraph 9.

4. The Heater and Boiler Consent Decree is amended to add the following paragraph after existing Paragraph 13(b):

13(c). Joint and several liability shall not attach to Tesoro. Tesoro shall only be liable for compliance obligations under the Consent Decree applicable to the Los Angeles Refinery, and shall only be liable for any of those obligations that continue or are to be satisfied under the Consent Decree subsequent to the Closing Date.

**B. Section VI. Permitting**

1. In its quarterly reports submitted pursuant to this Consent Decree, Equilon has reported that the obligations set forth in Paragraph 27 of the Consent Decree have been completed by Equilon as they pertain to the Los Angeles Refinery. Equilon has reported that no further action is required by either Equilon or Tesoro with respect to this provision.

**C. Section XII. Stipulated Penalties**

1. The first sentence of Paragraph 44 is replaced with the following:

The Shell/Motiva Companies, Valero (Premcor), Big West, or Tesoro, as applicable, shall pay stipulated penalties to the United States and the appropriate State Plaintiff, if any (split 50 percent to each), for each failure by the respective company to comply with the terms of this Consent Decree applicable to such company; provided however that in no event shall Valero (Premcor) be responsible for stipulated penalties for any matter concerning the Norco, Convent, Port Arthur, Bakersfield, Los Angeles, Martinez, Puget Sound, and Deer Park Refineries, nor for any matter concerning the Delaware City Refinery related to actions or omissions first occurring prior to the Closing Date; and in no event shall Big West be responsible for stipulated penalties for any matter concerning the Delaware City, Norco, Convent, Port Arthur, Los Angeles, Martinez, Puget Sound, and Deer Park Refineries, nor for any matter concerning the Bakersfield Refinery related to actions or omissions first occurring prior to the Closing Date; and further, in no event shall Tesoro be responsible for stipulated penalties for any matter concerning the Norco, Convent, Delaware City, Port Arthur, Bakersfield, Martinez, Puget Sound, and Deer Park Refineries, nor for any matter concerning the Los Angeles Refinery related to actions or omissions first occurring prior to the Closing Date; and provided further that the United States and the appropriate State Plaintiff may elect to bring an action for contempt in lieu of seeking stipulated penalties for violations of this Consent Decree.

**D. Section XIV. Effect of Settlement.**

1. The final sentence of Paragraph 68(a) of the Heater and Boiler Consent Decree shall be replaced by the following:

During the life of this Consent Decree, the units described in paragraphs 68(a) and 68(b) shall be on a compliance schedule, and to the extent that the Shell/Motiva Companies, Valero (Premcor), Big West, and Tesoro, as applicable, take required actions after obtaining all necessary permits to satisfy the compliance schedule, the releases of liability set forth in paragraphs 68(a) and 68(b) shall extend to the Shell/Motiva Companies, Valero (Premcor), Big West, or Tesoro, as applicable, for liabilities incurred through the time of the Shell/Motiva Companies,' Valero (Premcor)'s, Big West's, or Tesoro's satisfactory completion of the applicable compliance schedule. Further, any modification (as defined in 40 C.F.R. § 52.21) to the units which is not required by this Consent Decree is beyond the scope of this release. In addition, this paragraph shall not be construed to grant any release to Shell/Motiva, Valero (Premcor), Big West, or Tesoro for new violations that originated after August 20, 2001 (the date of entry of the Consent Decree), and this paragraph does not affect any releases in Paragraphs 68(a) and 68(b).

**E. Section XV. General Provisions**

1. Paragraph 75 shall be further amended to include the following information:

As to the United States Environmental Protection Agency:

Director, Air Enforcement Division (2242A)  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

And an electronic copy to:

Director, Air Enforcement Division  
c/o Matrix New World Engineering, Inc.  
120 Eagle Rock Ave., Suite 207 East Hannover, NJ 07936-3159  
csullivan@matrixnewworld.com

As to Big West:

Melinda Hicks  
Health, Safety & Environmental Manager  
Big West of California, LLC  
6451 Rosedale Highway  
P.O. Box 1132  
Bakersfield, CA 93302

As to Valero:

Richard Walsh

Environmental Safety & Regulatory Affairs  
Valero Energy Corporation  
One Valero Way  
San Antonio, Texas 78249

As to Tesoro:

Rob Gronewold  
Managing Director, Corporate Environmental Affairs  
Tesoro Companies, Inc.  
3450 S. 344<sup>th</sup> Way, Ste. 201  
Auburn, WA 98001

As to Equilon and Motiva:

Michael Gallagher  
HSSE Manager, Americas  
Shell Oil Products US  
910 Louisiana Street  
Houston, TX 77002

As to DPRLP:

Aamir Farid  
Shell Deer Park Refining Company,  
A Division of Shell Oil Products, US  
5900 Highway 225, Shell Deer Park Center, Room 6036  
Deer Park, TX 77536

As to the Shell/Motiva Companies, electronic copies to:

[pierre.espejo@shell.com](mailto:pierre.espejo@shell.com)  
[JDomike@WallaceKing.com](mailto:JDomike@WallaceKing.com)

2. Paragraph 76 shall be deleted and restated in its entirety to read as follows:

76. Approvals. All EPA approvals will be made in writing. All Plaintiff-Intervener approvals will be sent from the offices identified in Paragraph 75 (Notice).

3. Paragraph 80 shall be deleted and restated in its entirety to read as follows:

80. Modification. The Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation or understanding. Prior drafts of the Consent Decree shall not be used in any action involving the interpretation or enforcement of the Consent Decree.



a. Material modifications to this Consent Decree with respect to the Shell/Motiva refineries, shall be in writing, signed by the Shell/Motiva Companies, U.S. Environmental Protection Agency, the Department of Justice, and the applicable State agencies, but not by Tesoro, Big West, or Valero (Premcor), and shall be effective upon approval by the Court. Material modifications to this Consent Decree with respect to the Bakersfield Refinery shall be in writing, signed by Big West, U.S. Environmental Protection Agency, and the Department of Justice, but not by Tesoro, Valero (Premcor), or the Shell/Motiva Companies, and shall be effective upon approval by the Court. Material modifications to this Consent Decree with respect to the Los Angeles Refinery shall be in writing, signed by Tesoro, U.S. Environmental Protection Agency, and the Department of Justice, but not by Big West, Valero (Premcor), or the Shell/Motiva Companies, , and shall be effective upon approval by the Court. Material modifications to this Consent Decree with respect to the Delaware City Refinery shall be in writing, signed by Valero (Premcor), U.S. Environmental Protection Agency, the Department of Justice, and the applicable State agencies, but not Tesoro, Big West, or the Shell/Motiva Companies, and shall be effective upon approval by the Court.

b. Non-material modifications to this Consent Decree with respect to the Shell/Motiva refineries shall be effective upon signature by the Parties, in writing, and shall be signed by the Shell/Motiva Companies, U.S. Environmental Protection Agency, the Department of Justice,, and the applicable State agencies, but not by Tesoro, Big West or Valero (Premcor), but need not be filed with the Court. Non-material modifications to this Consent Decree with respect to the Bakersfield Refinery shall be effective upon signature by the Parties, in writing, signed by Big West, U.S. Environmental Protection Agency, and the Department of Justice, but not by Tesoro, Valero (Premcor), or the Shell/Motiva Companies, but need not be filed with the Court. Non-material modifications to this Consent Decree with respect to the Los Angeles Refinery shall be effective upon signature by the Parties, in writing, signed by Tesoro, U.S. Environmental Protection Agency, and the Department of Justice, , but not by Big West, Valero (Premcor), or the Shell/Motiva Companies, but need not be filed with the Court. Non-material modifications to this Consent Decree with respect to the Delaware City Refinery shall be effective upon signature by the Parties, in writing, signed by Valero (Premcor), U.S. Environmental Protection Agency, the Department of Justice, and the applicable State agencies, but not Tesoro, Big West, or the Shell/Motiva Companies, but need not be filed with the Court. The United States will file non-material modifications with the Court on a periodic basis. For purposes of this Paragraph, non-material modifications include but are not limited to modifications to the frequency of reporting obligations and modifications to schedules that do not extend the date for compliance with emissions limitations following the installation of control equipment or the completion of a catalyst

additive program, provided that such changes are agreed upon in writing between EPA and the applicable Defendant.

**F. Section XV. Termination**

1. Paragraph 83a of the Heater and Boiler Consent Decree shall be deleted and restated in its entirety to read as follows:

83a. All provisions of this Consent Decree applicable to the Shell/Motiva Companies shall be subject to termination upon motion by the United States, the State Plaintiff or the Shell/Motiva Companies after the Company satisfies all requirements of this Consent Decree applicable to the Shell/Motiva Companies. The requirements for termination for the Shell/Motiva Companies, as to the Norco, Convent, Port Arthur, Martinez, Puget Sound, and Deer Park Refineries include payment of all stipulated penalties that may be due to the United States or the State Plaintiff under this Consent Decree, installation of control technology systems as specified herein, the performance of all other consent decree requirements, the submittal of all permit applications specified herein, and EPA's receipt of the first semi-annual progress report following the conclusion of the Shell/Motiva Companies' operation for at least one year of all units in compliance with the emission limits established herein. The requirements for termination for Motiva as to the Delaware City Refinery, and for Shell as to the Bakersfield Refinery and Los Angeles Refinery, include payment of all stipulated penalties stemming from actions occurring prior to the respective Closing Dates that may be due to the United States or the State Plaintiff, if applicable, and the completion of the Supplemental and Beneficial Environmental Projects as required under the Consent Decree. At such time, if the Shell/Motiva Companies believe that they are in compliance with the applicable requirements of this Consent Decree and the relevant permits specified herein, and have paid any stipulated penalty required of the Shell/Motiva Companies by this Consent Decree, then the Shell/Motiva Companies shall so certify to the United States and the State Plaintiff and unless the United States or the State Plaintiff objects in writing with specific reasons within 120 days of receipt of the certification, the Court shall order the provisions of this Consent Decree applicable to the Shell/Motiva Companies be terminated on the Shell/Motiva Companies' motion. If the United States or the State Plaintiff objects to the Shell/Motiva Companies' certification, then the matter shall be submitted to the Court for resolution under Part XVI (Dispute Resolution) of this Consent Decree. In such case, the Shell/Motiva Companies shall bear the burden of proving that the relevant provisions of this Consent Decree shall be terminated.

This section shall be modified by adding the following Paragraph 83d:

83d. All provisions of this Consent Decree applicable to Los Angeles shall be subject to termination upon motion by the United States or Tesoro after Tesoro satisfies all requirements of this Consent Decree applicable to Tesoro. The requirements for

termination for Tesoro, as to the Los Angeles Refinery, include payment of all stipulated penalties that may be due from Tesoro to the United States under this Consent Decree, the performance of all other consent decree requirements, the submittal of permit applications specified herein, and EPA's receipt of the first semi-annual progress report following the conclusion of Tesoro's operation for at least one year of all units in compliance with the emission limits established herein, all only with respect to the Los Angeles Refinery. At such time, if Tesoro believes that it is in compliance with the requirements of this Consent Decree applicable to the Los Angeles Refinery and the relevant permits specified herein, and has paid any stipulated penalty required of Tesoro by this Consent Decree, then Tesoro shall so certify to the United States, and unless the United States objects in writing with specific reasons within 120 days of receipt of the certification, the Court shall order the provisions of this Consent Decree applicable to Tesoro be terminated on Tesoro's motion. If the United States objects to Tesoro's certification, then the matter shall be submitted to the Court for resolution under Part XVI (Dispute Resolution) of this Consent Decree. In such case, Tesoro shall bear the burden of proving that the relevant provisions of this Consent Decree shall be terminated.

So entered in accordance with the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Melinda Harmon  
United States District Court Judge  
Southern District of Texas

### **SIGNATORIES**

Each of the undersigned representatives certifies that he or she is fully authorized to enter into the Sixth Addendum to Consent Decree on behalf of such Parties, and to execute and to bind such Parties to this Sixth Addendum. This Sixth Addendum to Consent Decree may be signed in counterparts.

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Date: \_\_\_Nov. 14, 2010\_\_\_\_\_

\_\_\_\_\_/s/ Ignacia S. Moreno\_\_\_\_\_   
IGNACIA S. MORENO  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

Date: \_\_\_\_\_

\_\_\_\_\_/s/ Robert D. Brook\_\_\_\_\_   
ROBERT D. BROOK  
Assistant Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044  
(202) 514-2738 (phone)

Date: \_\_\_Nov. 23, 2010\_\_\_\_\_

\_\_\_\_\_/s/ John Fogarty\_\_\_\_\_   
JOHN FOGARTY  
Special Appointment as a Department of Justice  
Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
(202) 564-8865 (phone)

JOSÉ ANGEL MORENO  
United States Attorney  
Southern District of Texas

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE U.S. ENVIRONMENTAL  
PROTECTION AGENCY:

Date: May 10, 2010

/s/ Pamela J. Mazakas for

ADAM M. KUSHNER

Director, Office of Civil Enforcement

Office of Enforcement and Compliance

Assurance

U.S. Environmental Protection Agency

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE STATE OF DELAWARE:

Date: Sept. 1, 2010

/s/ Collin O'Marra  
COLLIN O'MARRA  
Secretary  
Department of Natural Resources and  
Environmental Control  
89 Kings Highway  
Dover, Delaware 19901

Date: Sept. 9, 2010

/s/ Valerie Satterfield  
VALERIE SATTERFIELD  
Deputy Attorney General  
Office of the Attorney General  
102 West Water Street, Third Floor  
Dover, Delaware 19904

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE STATE OF LOUISIANA:

Date: April 11, 2010

/s/ Paul D. Miller  
PAUL D. MILLER P.E.  
Assistant Secretary  
Office of Environmental Compliance  
Louisiana Department of Environmental Quality

Date: April 12, 2010

/s/ Ted R. Broyles, II  
TED BROYLES, II  
Senior Attorney  
Office of the Secretary  
Legal Affairs Division  
P.O. Box 4302  
Baton Rouge, Louisiana 70821

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE NORTHWEST CLEAN  
AIR AGENCY OF THE STATE OF  
WASHINGTON:

Date: April 8, 2010

/s/ Laughlan H. Clark  
LAUGHLAN H. CLARK  
Zender Thurston, P.S.  
1700 D Street  
P. O. Box 5226  
Bellingham, WA 98227



WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR DEFENDANT MOTIVA ENTERPRISES  
LLC:

Date: Dec. 21, 2009

/s/ Michael P. Gallagher  
MICHAEL P. GALLAGHER  
HSSE Manager, Americas  
Shell Oil Products US  
910 Louisiana Street  
Houston, TX 77002

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR DEFENDANT VALERO ENERGY CORPORATION:

Date: \_\_\_\_\_

\_\_\_\_\_/s/ Kirk Saffell\_\_\_\_\_

KIRK SAFFELL  
Vice President of Health, Safety and Environmental  
Valero Energy Corporation  
One Valero Way  
San Antonio, Texas 78249

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR DEFENDANT TESORO REFINING AND  
MARKETING COMPANY:

Date: May 24, 2010

/s/ Franklin R. Wheeler  
FRANKLIN R. WHEELER  
Vice President, Refining  
Tesoro Refining and Marketing Company  
19100 Ridgewood Parkway  
San Antonio, TX 78259

WE HEREBY CONSENT to the entry of the Sixth Addendum to Consent Decree entered in the matter of *United States, et al. v. Motiva Enterprises LLC, et al.*, Civil No. H-01-0978, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR DEFENDANT BIG WEST OF  
CALIFORNIA, LLC:

Date: April 8, 2010

/s/ Fred Greener  
FRED GREENER  
Executive Vice President  
Big West of California, LLC.  
1104 Country Hills Drive  
Ogden, UT 8440

CERTIFICATE OF SERVICE

I hereby certify that this 13<sup>th</sup> day of December, 2010, a copy of this Sixth Addendum to Consent Decree was filed with the Clerk of the U.S. District Court for the Southern District of Texas using the Court's CM/ECF system, and was served first class via U.S. Mail upon:

Ted R. Broyles, II  
Senior Attorney  
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Legal Affairs Division  
P.O.Box 4302  
Baton Rouge, LA 70821

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Assistant General Counsel and Vice President  
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Valero Energy Corporation  
One Valero Way  
San Antonio, Texas 78249

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Stoney K. Vining, Esq.  
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San Antonio, TX 78259

/s/ Robert Brook

Robert Brook