

ADMINISTRATIVE ORDER BY CONSENT

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

In the Matter of:

**The Premcor Refining Group Inc.
1 Valero Way
San Antonio, TX 78249**

EGLE Reference No. AOC-RRD-18-004

ADMINISTRATIVE ORDER BY CONSENT

A. This Administrative Order by Consent (Order) is entered into voluntarily by and between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and the Michigan Department of Attorney General (MDAG) (collectively, the "State"), and The Premcor Refining Group Inc., a Delaware corporation, 1 Valero Way, San Antonio, TX 78249 (Respondent), pursuant to the authority vested in EGLE and the MDAG by Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, MCL 324.21301a *et seq.* The State and Respondent are collectively referred to herein as "the Parties." All terms used in this Order, which are defined in Parts 201 and 213 of the NREPA, shall have the same meaning in this Order as in Parts 201 and 213 of the NREPA, except as otherwise stated herein.

B. This Order concerns:

(i) a full and final settlement of any right or claim of the State, whether judicial, regulatory, equitable, injunctive, monetary, or otherwise under Part 201 or Part 213 of the NREPA against Respondent and any Respondent Releasee (as defined in this Order, see Attachment E) with respect to any release or threatened release of a regulated substance (as defined in Part 213) occurring before July 8, 1999 from an underground storage tank system located at a property identified on Attachment A, and any resulting contamination, injury, or conditions occurring since such release or threatened release, beneath, from, at and/or around

the real properties identified in Attachment A or their underground storage tank systems, for: recovery of past and future costs of corrective action (including those costs identified in EGLE's October 26, 2015 demand related to Clark #767 and October 26, 2015 demand related to Clark #768); the past or future performance of corrective actions; recovery of administrative penalties or civil fines; and to the extent Respondent fully complies with this Order, as a person that has complied with the requirements of Part 213 with respect to the aforementioned releases and threatened releases, any other like relief or damages, whether under applicable federal statutory law or common law, or applicable state statutory law or common law to the extent provided by MCL 324.21323m(1) (including but not limited to NREPA, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 *et seq.*, and the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 *et seq.*) (collectively, "Matters Settled-Attachment A Properties");

(ii) a full and final settlement of any right or claim of the State under Part 201 or Part 213 of the NREPA against Respondent and any Respondent Releasee arising before the Effective Date of this Order with respect to any release or threatened release of a regulated substance (as defined in Part 213) from an underground storage tank system located at a property identified on Attachment B, and any resulting contamination, injury, or conditions occurring since such release or threatened release, beneath, from, at and/or around the real properties identified in Attachment B or their underground storage tank systems, for: recovery of past, but not future, costs of corrective action incurred (including as set forth in EGLE's October 27, 2015 demand related to Clark #500 and April 25, 2016 demand related to Clark #1995); recovery of administrative penalties or civil fines that may have accrued prior to the Effective Date of this Order; and any other like relief or damages under applicable federal or state statutory law or common law (collectively, "Matters Settled-Attachment B Properties"); and

(iii) a full and final settlement of any right or claim of the State under Part 201 or Part 213 of the NREPA against Respondent and any Respondent Releasee with respect to any release or threatened release of a regulated substance (as defined in Part 213) from an underground storage tank system located at a property identified on Attachment C occurring before July 8, 1999, and any resulting contamination, injury, or conditions occurring since such release or threatened release, beneath, from, at and/or around the real properties identified in Attachment C or their underground storage tank systems, for: recovery of administrative penalties or civil fines that may have accrued prior to the Effective Date of this Order; and any other like relief or

damages, whether under applicable federal statutory law or common law, or applicable state statutory law or common law (including but not limited to NREPA, CERCLA, and RCRA) (collectively, "Matters Settled-Attachment C Properties"); and

(iv) a full and final settlement of the State's claim for reimbursement of past costs of corrective action referenced in the demands identified in subparagraphs B(i) and B(ii), copies of which demands are attached to this Order as Attachment D (collectively, "Matters Settled-Attachment D Properties").

For the purposes of this Order, the terms "response" and "corrective action" shall be defined to broadly include the applicable state and federal environmental law definitions of both terms, including but not limited to NREPA, CERCLA, and RCRA. The term "past costs of corrective action" means corrective action or response activity costs that the State has incurred prior to the Effective Date of this Order. In turn, the term "future costs of corrective actions or response activities" means corrective action or response activity costs that the State incurs after the Effective Date of this Order.

C. The real properties identified in Attachments A and B are "sites" as defined by Part 213, meaning they are locations where a release has occurred or a threat of release exists from an underground storage tank system, excluding any location where corrective action was completed which satisfies the applicable Risk-Based Screening Level or Site-Specific Target Level. The State contends that Respondent is an "owner" or "operator" as defined in Part 213 and is responsible for an activity causing a release or threat of release pursuant to MCL 324.21323a(1)(a) with respect to the real properties identified in Attachment A or B; or became an "owner" or "operator" of a real property listed in Attachment A or B on or after March 6, 1996 and failed to comply with MCL 324.21323a(1)(b).

D. The real properties identified in Attachment C are locations where a release has occurred from an underground storage tank system and closure reports for the releases have both been submitted pursuant to MCL 324.21312a and either approved or considered approved under MCL 324.21315. The State alleges that Respondent is an "owner" or "operator" as defined in Part 213 and is responsible for an activity causing a release or threat of release pursuant to MCL 324.21323a(1)(a) with respect to the real properties identified in Attachment C;

or became an “owner” or “operator” of a real property listed in Attachment C on or after March 6, 1996 and failed to comply with MCL 324.21323a(1)(b).

E. Respondent was formed in Delaware on February 8, 1988, under the name AOC Acquisition Corporation. AOC Acquisition Corporation went through various name changes and ultimately in May 2000, the name was changed to The Premcor Refining Group Inc. Respondent represents and the State acknowledges that Respondent and Respondent Releasees have not owned or operated any of the properties identified on Attachments A and C, or any underground storage tank systems located at the properties, since July 8, 1999.

F. Pursuant to MCL 324.21323b(1)(a), except as provided in Section 21323a(2), a person that is liable under Section 21323a of Part 213 of the NREPA is jointly and severally liable for all costs of corrective action lawfully incurred by the State relating to the selection and implementation of corrective action under Part 213. Part 213 places a series of affirmative obligations on owners and operators that are liable under Section 21323a to report, take immediate action, investigate, and ultimately complete corrective action after a release has been detected. See MCL 324.21301a *et seq.* Pursuant to MCL 324.21313a, EGLE may impose an administrative penalty against an owner or operator that is liable under Section 21323a for failing to comply with specific submittal requirements of the statute. Pursuant to MCL 324.21323(1)(e) a circuit court may impose a civil fine for failing to comply with the requirements of the statute or a rule promulgated under the statute. The Parties to this Order intend to:

(i) facilitate implementation of corrective actions at the real properties identified on Attachment A through payments by Respondent to EGLE of the past and future costs of EGLE’s implementation of such corrective actions at the properties; and

(ii) fully and finally resolve the Matters Settled-Attachment A Properties, Matters Settled-Attachment B Properties, Matters Settled-Attachment C Properties, and Matters Settled-Attachment D Properties (collectively, the “Settled Matters”).

G. The execution of this Order by Respondent is neither an admission of liability by it with respect to any site or claim covered under this Order nor an admission of the truth or validity of any assertions of fact or legal positions of the State stated or implied herein. This Order shall not be offered, used or admitted in evidence in any proceeding or litigation, whether

civil or criminal, except for: (1) proceedings and matters brought by the State and (2) proceedings in which Respondent or Respondent Releasees are defending themselves, pursuing rights under Paragraph 26, or enforcing this Order. For the avoidance of doubt, the parties intend for this Order to resolve liability and provide contribution protection to Respondent for all matters set forth in Paragraph 5 below. Respondent expressly reserves the right to rely on this Order as providing such protections pursuant to state and federal law, including but not limited to NREPA, CERCLA, and RCRA, and as proof of diligent prosecution by the State, as necessary.

H. For purposes of this Order, and MCL 324.21323g(2), any and all future corrective action for Matters Settled – Attachment A shall be deemed fully and properly implemented and completed by Respondent in accordance with Part 213 solely and immediately upon the State's receipt of the first Monthly Payment pursuant to Paragraph 1, except in the case of an uncured delinquent payment as addressed in Paragraphs 6 and 24. As set forth in Paragraph 3, below, the Payment will be used by EGLE to pay costs of future corrective actions to be conducted by or for it and costs determined by EGLE to be necessary to facilitate corrective actions to be conducted by or for it relating to the real properties identified in Attachment A. EGLE shall control what corrective actions are to be conducted by it or for it relating to the real properties identified in Attachment A. As such, the State has determined that, for purposes of MCL 324.21323i(1), "persons that are liable under section 21323a will properly implement the corrective action," and that the Order is in the public interest, will expedite corrective action, and will minimize litigation. The State has determined that the covenant not to sue or take new or further administrative action, as set forth in Paragraph 5, meets the requirements set forth in MCL 324.21323g(1).

I. The Payments provided in Paragraph 1, totaling \$35,246,892.14, represents: 1) \$34,429,780.00 for all past and future costs of corrective action relating to the real properties identified in Attachment A minus \$436,829.07 for payment of demands for reimbursement for Clark #767 and Clark #768 that are attributed to category (2), following; and 2) payment of the \$1,253,941.21 demanded by EGLE for reimbursement costs of corrective action as set forth in EGLE's demands for reimbursement identified in Attachment D.

J. This Order shall apply to, be binding upon, and inure to the benefit of both the State and its successors in interest and Respondent and its successors in interest. Any change

in ownership, corporate, or legal status of Respondent, including, but not limited to, any transfer of assets, or of real or personal property, shall in no way alter Respondent's responsibilities under this Order. The signatories to this Order certify that they are authorized to execute this Order and legally bind the Parties they represent.

BASED UPON THE FOREGOING FACTS AND DETERMINATIONS, THE STATE HEREBY ORDERS, AND RESPONDENT AND THE STATE HEREBY AGREE, TO THE FOLLOWING:

1. To fully and finally resolve the Settled Matters, the Respondent shall pay to EGLE Five Hundred Thousand Dollars (**\$500,000.00**) per month for twelve (12) months (the "Monthly Payments") by the 15th of each month, starting the first month following the Effective Date of this Order. On or before the 15th day of the thirteenth month after the Effective Date of this Order, Premcor will pay the remainder of the Thirty-Five Million Two Hundred Forty-Six Thousand Eight Hundred Ninety-Two Dollars and Fourteen Cents (**\$35,246,892.14**), which will be Twenty-Nine Million Two Hundred Forty-Six Thousand Eight Hundred Ninety-Two Dollars and Fourteen Cents (**\$29,246,892.14**) (the "Final Payment"). (The Monthly Payments and the Final Payment are collectively the "Payments.")

2. The Payments are to be made payable to the "State of Michigan - Environmental Response Fund" by wire transfer pursuant to written instructions provided by the State to:

Lisa Hodges
1 Valero Way
San Antonio, Texas 78249
E-mail Address: lisa.hodges@valero.com

A letter confirming each wire transfer shall be provided to:

As to EGLE:

Dan Yordanich, Case Coordinator
Compliance and Enforcement Section
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
P.O. Box 30426
Lansing, Michigan 48909-7926
Phone: 517-648-9052
Fax: 517-335-6938
E-mail Address: yordanichd@michigan.gov

and to MDAG at:

Andrew T. Prins
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
P.O. Box 30755
Lansing, Michigan 48909
Phone: 517-335-7664
Fax: 517-335-7636

3. Except for the funds received as payment in full of the State's demands for reimbursement identified in Attachment D, totaling One Million Two Hundred Fifty-Three Thousand Nine Hundred Forty-One Dollars and Twenty-One Cents (**\$1,253,941.21**), which shall be accounted for first in the first three (3) Monthly Payments, the Payments pursuant to this Order shall be deposited into a restricted subaccount in the Environmental Response Fund in accordance with the provisions of MCL 324.20108(2)-(4). The funds deposited into the subaccount shall be used by EGLE to pay costs of future corrective actions to be conducted by or for it and costs determined by EGLE to be necessary to facilitate corrective actions to be conducted by or for it relating to the real properties identified in Attachment A. EGLE shall control what corrective actions will be conducted by it or for it relating to the real properties identified in Attachment A. As between 1) Respondent and Respondent Releasees and 2) the State, the State bears the sole responsibility to conduct all future corrective action relating to Matters Settled – Attachment A. When EGLE determines, in its discretion, that, following the corrective action conducted by or for it relating to Matters Settled – Attachment A Properties, the releases have achieved “approved project completion” or closure pursuant to MCL 324.21312a,

then the remainder of the funds in the subaccount may be used by EGLE, at EGLE's discretion, to fund response activities under Part 201, Environmental Remediation, of the NREPA, 1994 PA 451, MCL 324.20101 *et seq.*, or corrective actions under Part 213, at other sites of environmental contamination in the State of Michigan. "Approved project completion" is used to document, as applicable, Part 201 response activities or Part 213 corrective actions that have been conducted and achieved an acceptable level of protection of human health and the environment in EGLE's judgment. If after all the funds provided by Respondent and any accrued interest have been spent to remediate the releases, there are any releases remaining that have not achieved "approved project completion" or closure pursuant to MCL 324.21312a, EGLE is not obligated to commit more funding to these releases, but may do so through standard state processes. For the avoidance of doubt, this Paragraph 3 is not intended to alter the covenant not to sue provided to Respondent and Respondent Releasees provided in Paragraph 5.

4. If Respondent fails to make any of the Payments indicated in Paragraph 1 pursuant to the schedule set forth therein, Respondent also shall pay EGLE interest at the rate specified in MCL 324.21323b(3). If Respondent's Payment is more than thirty (30) days past due, Respondent also shall pay EGLE stipulated penalties of \$1,000.00 per day for every day of its noncompliance with Paragraph 1 of this Order. Respondent shall pay stipulated penalties owed to EGLE no later than thirty (30) days after Respondent's receipt of a written demand from EGLE. Interest, at the rate provided for in MCL 324.21323b(3), shall begin to accrue on the unpaid balance after payment is due until the date upon which Respondent makes full payment of those stipulated penalties and the accrued interest to EGLE. The payment of stipulated penalties or interest shall not alter in any way the Parties' obligation to comply with other Paragraphs of this Order. Notwithstanding any other provision of this Paragraph, EGLE may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that have accrued pursuant to this Order. The failure by Respondent to make the Payments indicated in Paragraph 1 and any applicable interest and stipulated penalties shall constitute the only ground on which the State may seek to challenge the effectiveness of the covenant not to sue or take any further administrative action in this Order, except as set forth in Paragraph 8 regarding false or materially misleading information and Paragraphs 22 and 23 regarding third-party beneficiaries.

5. In consideration of the Payments to be made by Respondent under the terms of this Order, except as specifically reserved by the State below, the State hereby covenants not to sue in federal or state court or take new or further administrative action against Respondent or Respondent Releasees (as defined at Attachment E) for:

- A. any of the Settled Matters; and
- B. any contamination, exacerbation, injury, damage, loss, cost, or harm caused by any act or omission of the State or its contractors in conducting corrective actions for Matters Settled – Attachment A.

6. The covenant not to sue or take any new or further administrative action in Paragraph 5 shall take effect upon EGLE's receipt of the first Monthly Payment from Respondent for the amount identified in Paragraph 1 and any associated interest and penalties that may have accrued pursuant to Paragraph 4. If Respondent fails to make a payment as required under Paragraph 1, the covenant not to sue provided under Paragraph 5 will become void if Respondent fails to submit to EGLE all delinquent payments and associated interest within fourteen (14) business days of Respondent's receipt of notice from EGLE of the delinquent payment. However, if Respondent submits to EGLE all delinquent payments and all associated interest and penalties, the covenant not to sue provided under Paragraph 5 shall be reinstated. The covenant not to sue or take any new or further administrative action extends only to Respondent and Respondent Releasees and does not extend to any other person except as expressly stated in this Order.

7. The covenant not to sue or take any new or further administrative action applies only to those matters specified in Paragraph 5 of this Order. The State expressly reserves, and this Order is without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against Respondent or Respondent Releasees with respect to the following:

- A. A release of regulated substances from an underground storage tank system occurring wholly after July 8, 1999 at any of the properties identified in Attachment A to the extent that the Respondent or Respondent Releasee is liable to the State for that release under Part 213, MCL 324.21323a, or Part 201, MCL 324.20126, as an owner or operator as defined under Part 213 or Part 201 and the Respondent or Respondent Releasee had become an owner or operator after July 8, 1999. This reservation does not alter the terms or scope of the Matters Settled – Attachment A.

B. Damages for injury to, destruction of, or loss of natural resources, and the costs for any natural resource damage assessment.

C. Criminal acts.

D. Any issue addressed in MCL 324.21323g(5). For the avoidance of doubt, the Parties acknowledge that there have been documented releases of regulated substances from underground storage tanks at the real properties identified in Attachments A, B and C and that they have entered into this Order with the understanding that there is potential contamination attributable to the real properties identified in Attachments A, B and C that is consistent with their use as underground storage tank facilities.

E. If the corrective action selected for a site relies on land use or resource use restrictions and Respondent or a Respondent Releasee desires to change those restrictions, any corrective actions necessary to comply with Part 213 of the NREPA for any land use or resource use other than the land use or resource use that was the basis for closure or approved project completion.

F. Any applicable due care responsibilities under federal statutory law or common law, or state statutory law or common law, including but not limited to MCL 324.21304c.

8. Notwithstanding anything in this Order, each party reserves the right to take action against any other party if it discovers at any time that any material information provided by the other party in connection with negotiating the terms of this Order that was materially relied upon by the other party in entering into this Order was known by the other party to be false or materially misleading at the time it was provided.¹

9. Subject to, and without modifying or limiting the scope or effect of the covenant not to sue or take new or further administrative action in Paragraph 5, the State expressly reserves all of its rights and defenses pursuant to any available legal authority to enforce this Order. Respondent expressly reserves all of its rights, claims, and defenses, under any available law or legal theory, to enforce this Order. The State acknowledges that while Respondent Releasees are not parties to this Order, nothing in this Order extinguishes their

¹ Respondent represents, and the State acknowledges, that Respondent and Respondent Releasees have not owned or operated any of the properties on Attachments A and C since July 8, 1999. Respondent is unable to provide any representations or warranties as to the current condition of the properties on Attachments A and C and Respondent made no representations or warranties on the condition of the properties on Attachments A or C as an inducement for the State's positions in this Order and the State has not relied upon any such representations or warranties as to the current condition of the properties on Attachments A or C.

rights, claims, and defenses under any available law or legal theory, in connection with any action as to which the State has reserved its rights under Paragraph 7 of this Order.

10. Subject to, and without modifying or limiting the scope or effect of the covenant not to sue or take any new or further administrative action in Paragraph 5, EGLE retains all of its authority and reserves all of its rights to perform, or contract to have performed, any corrective actions that EGLE determines are necessary under applicable law.

11. Subject to, and without modifying or limiting the scope or effect of the covenant not to sue or take any new or further administrative action in Paragraph 5, the State retains all of its information-gathering, inspection, access, and enforcement authorities and rights under Part 213, and any other applicable statute or regulation.

12. Failure by any party to enforce any term, condition, or requirement of this Order in a timely manner shall not:

A. Provide or be construed to provide a defense to the noncompliance with any such term, condition, or requirement of this Order.

B. Estop or limit the authority of the enforcing party to enforce any such term, condition, or requirement of the Order, or to seek any other remedy provided by law.

13. This Order does not constitute a warranty or representation of any kind by the State that the corrective actions to be performed by EGLE will result in the completion of corrective action activities in accordance with Section 21312a of Part 213, or the remedial criteria established by law, or that those corrective actions will assure protection of public health, safety, or welfare, or the environment, but nothing in this Paragraph 13 limits modifies, or affects the scope or enforceability of the covenant not to sue or take any new or further administrative action in Paragraph 5.

14. Except for an action to enforce this Order or an action as to which the State reserves its rights under Paragraph 7 of this Order, Respondent hereby covenants not to sue or to take any civil, judicial, or administrative action against the State of Michigan, its agencies, or their authorized representatives, for any of the matters addressed in this Order, for any direct or indirect claim for reimbursement from any State of Michigan fund, or that arise from any other provision of law.

15. After the Effective Date of this Order:

A. if the State initiates any administrative or judicial proceeding for injunctive relief, recovery of costs, or other appropriate relief relating to any of the sites identified on Attachment A, Attachment B or Attachment C, Respondent agrees not to assert and shall not maintain any defenses or claims that are based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, or claim-splitting; or that are based upon a defense that contends any claims raised by the State in such a proceeding were, or should have been, brought in this case, provided, however, that nothing in this Paragraph limits, modifies, or affects the scope or enforceability of the covenants not to sue or take any new or further administrative action set forth in Paragraph 5.

B. in an action initiated by the State as to which it reserves its rights under Paragraph 7 of this Order or in a matter initiated by Respondent or Respondent Releasees to enforce this Order, the State agrees not to assert and shall not maintain any defenses or claims that are based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, or claim-splitting; or that are based upon a defense that contends any defenses or claims raised by Respondent or Respondent Releasees in such a proceeding were, or should have been, brought in this case.

16. Except as expressly waived in this Order, Respondent expressly reserves all of its rights and defenses, individually and collectively, pursuant to any available legal authority.

17. Nothing in this Order shall be construed as releasing or discharging any liability of any persons not a party to this Order to Respondent, and Respondent specifically reserves its rights against such persons.

18. Respondent agrees that all applicable statutes of limitation are tolled from the Effective Date of this AOC until Respondent has made the Payment.

19. EGLE intends to conduct, without the right to seek reimbursement or performance from Respondent or Respondent Releasees, except as reserved in this Order, corrective actions for Matters Settled – Attachment A at and/or around all of the properties listed in Attachment A until the properties have achieved “approved project completion” or closure pursuant to MCL 324.21312a. EGLE shall provide Respondent with an annual update within thirty (30) days of the anniversary of the Effective Date of this Order on the real properties listed

in Attachment A that have achieved “approved project completion” or closure pursuant to MCL 324.21312a. EGLE’s obligation to provide this update shall terminate when all properties listed in Attachment A have achieved approved project completion or closure or until all funds in the restricted subaccount described in Paragraph 3 are depleted, whichever comes first.

20. Nothing in this Order shall limit the power and authority of EGLE or the State of Michigan, pursuant and subject to MCL 324.21319a and MCL 324.21323, as provided for under MCL 324.21323g(7), to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment; or to prevent, abate, or minimize a release or threatened release of regulated substances, on, at, or from the properties identified in Attachment A, Attachment B or Attachment C, but this Paragraph 20 is subject to Paragraph 5, and nothing in this Paragraph 20 limits or modifies the covenant not to sue or take any new or further administrative action in Paragraph 5.

21. Pursuant to applicable federal and state law, including CERCLA § 113(f)(2) and MCL 324.21323d(5), and to the extent provided in Paragraph 5, Respondent and Respondent Releasees shall not be liable for claims for contribution for the matters addressed in Paragraph 5 of this Order.² Entry of this Order does not discharge the liability of any other person that may be liable under MCL 324.21323a, or any other applicable federal or state law, except as provided in Paragraphs 22 and 23. Pursuant to MCL 324.21323d(9), any action by Respondent for contribution from any person not a party to this Order shall be subordinate to the rights of the State if the State files an action pursuant to Part 213 of the NREPA or other applicable federal or state law.

22. Respondent represents that prior to July 8, 1999 it purchased properties from Hop-In Michigan, Inc. (Michigan Identification Number “ID No.” 800103200), Gal Corp. (ID No. 800066937), Monroe Oil Company (ID No. 800431589), and Wahl Oil Company (ID No. 800448529) (individually “Transferring Entity” and together “Transferring Entities”), identified on

² Consistent with this Paragraph 21 of this Order, the parties agree that, to the extent provided by law, this Order, including without limitation the State’s release of the Respondent and Respondent Releasees, constitutes an “administrative or judicially approved settlement” that “resolves” Respondent and Respondent Releasees’ “liability to [the] State... for some or all of a response action or for some or all of the costs of such action,” within the meaning of 42 USC §§ 9613(f)(3)(b) and 9613(f)(2), and constitutes “an administrative or judicially approved consent order” that “has resolved” Respondent and Respondent Releasees’ “liability to the state...for some or all of a corrective action” within the meaning of MCL 324.21323d(5) and 324.21323d(8).

Attachment F,³ and provided indemnification to each respective Transferring Entity for the properties Respondent purchased from it. Respondent, on behalf of itself and its predecessors, successors, transferees, and assigns; and the State, hereby agree that the Transferring Entities, and any and all of Transferring Entities' predecessors and successors, shall be third-party beneficiaries to the covenants not to sue or take any new or further administrative action as set forth in Paragraph 5 for releases at properties identified in Attachment F that occurred prior to the sale of such property from the Transferring Entity to Respondent. The third-party beneficiaries shall have the right to enforce the covenants not to sue or take any new or further administrative action, as limited by this Paragraph, as if they were a party hereto, including the limitations set forth in Paragraphs 7 and 15. Each Transferring Entity shall be a third-party beneficiary, as set forth above, only for properties listed on Attachment F that it sold to Respondent, respectively. Except as provided in Paragraphs 5 and 22, no other rights in third parties are intended by this Order. This Paragraph 22 does not alter any due care obligations of an owner or operator of any of the real properties identified in Attachment F or resolve any liability of a third-party beneficiary for releases or threats of release of regulated substances that occurred after July 8, 1999. In any future administrative action or lawsuit involving the State and a Transferring Entity's successor in which the successor raises the covenant not to sue as a defense to liability, the Transferring Entity's successor shall bear the burden of proving that the release or threat of release at issue is a release or threat of release subject to the covenant not to sue provided herein.

23. As used in this Paragraph and Paragraph 22, "successor" shall mean a business entity that, through amalgamation, consolidation, or other assumption of interests, is vested with the rights and duties of an earlier business entity. Notwithstanding any language to the contrary in Paragraph 22, in any future administrative action or lawsuit involving the State and a Transferring Entity's successor in which the successor raises the covenant not to sue as a defense to liability, the Transferring Entity's successor shall bear the burden of proving that it is a successor to the respective Transferring Entity and that the release or threat of release at issue is a release or threat of release subject to an indemnification agreement between Respondent and the respective Transferring Entity.

³ These Attachment F properties are all properties also listed on Attachment A or C.

24. Pursuant to MCL 324.21323g(2), the State acknowledges and agrees that the Payments pursuant to Paragraph 1 accomplish full and complete corrective action for Settled Matters – Attachment A. Upon the making of the initial Monthly Payment, Respondent shall be deemed to have fully satisfied the elements of, and be entitled to assert, the liability defenses set forth in MCL 324.21323a(4)(d) for all real properties identified in Attachment A so long as Respondent makes the required Payments pursuant to Paragraph 1 of this Order. Consistent with Paragraph 6, if Respondent fails to make a payment and fails to cure within fourteen (14) business days of Respondent's receipt of notice from EGLE of the delinquent payment, then Respondent shall no longer be deemed to have fully satisfied the elements of, and be entitled to assert, the liability defenses set forth in MCL 324.21323a(4)(d) for all real properties identified in Attachment A. However, if Respondent submits to EGLE all delinquent payments and all associated interest and penalties, Respondent shall be deemed to satisfy the requirements of the provision.

25. Except as set forth in this Order, this Order in no way affects Respondent's responsibility to comply with any applicable state, federal, or local laws and regulations, including Part 201 and 213 of the NREPA.

26. All Payments made by Respondent pursuant to this Order are, for purposes of the Internal Revenue Code (IRC) § 162(f)(2), intended to constitute restitution (i.e. remediation of property) for damage or harm which was or may be caused by the violation of any law or the potential violation of any law, as provided in Internal Revenue Code (IRC) § 162, and the terms of this Order reflect that Respondent's Payments will, in fact, be used for such restitution and remediation. To the extent that EGLE is required under IRC § 6050X to report amounts paid pursuant to this Order to the Internal Revenue Service, EGLE will report such payment consistent with the character of the payment as restitution, remediation, or an amount paid to come into compliance with the law.

27. The Parties shall work cooperatively on any press release(s) regarding this Order, the content of which shall be subject to the written approval of both Parties, such approval shall not be unreasonably delayed, withheld, or conditioned. The Parties agree not to release any press releases before 4:00 p.m. central time.

28. Each Party shall designate one or more designated contact person for notification purposes. Notices may be initially provided by electronic means but a hard copy must be concurrently sent. If any Party changes any of its designated contact persons, the name, address, telephone number, and email address of the successor or additional contact person shall be provided to the other Party, in writing, as soon as practicable.

A. As to EGLE:

Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
Constitution Hall 5th Floor South
P.O. Box 30426
Lansing, Michigan 48909-7926
Phone: (517) 284-5087
Fax: (517) 241-9581
And by email to: YordanichD@Michigan.gov

and to MDAG at:

Assistant in Charge
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
P.O. Box 30755
Lansing, Michigan 48909
Phone: (517) 335-7664
Fax: (517) 335-7636
And by email to: PrinsA@michigan.gov and MillerM59@michigan.gov

B. Respondent:

General Counsel
The Premcor Refining Group Inc.
P.O. Box 696000
San Antonio, Texas 78269-6000
Phone: (210) 345-2000
Fax: (210) 370-4382
And by email to: lisa.hodges@valero.com

and

Environmental Liability and Remediation Management
The Premcor Refining Group Inc.
P.O. Box 696000
San Antonio, Texas 78269-6000
Phone: (210) 345-2000
Fax: (210) 370-4193
And by email to: shay.wideman@valero.com

29. This Order shall become effective on the date that the RRD Director signs this Order (the "Effective Date"). All dates for the performance of obligations under this Order shall be calculated from the Effective Date of this Order. For the purposes of this Order, the term "day" shall mean a calendar day unless otherwise noted.

30. Modifications of this Order shall be made only by written agreement among Respondent, the RRD Director, or his or her authorized representative, and the designated representative of the MDAG.

31. The Parties may execute this Order in duplicate original form for the primary purpose of obtaining multiple signatures, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

32. The provisions of this Order shall be severable. If a court of competent jurisdiction declares that any provision of this Order is inconsistent with state or federal law and therefore unenforceable, the remaining provisions of this Order shall remain in full force and effect. However, if a court of competent jurisdiction declares that any of the covenants not to sue or take any new or further administrative action provided in Paragraph 5 is inconsistent with state or federal law, then the Parties shall negotiate in good faith to modify this Order to give effect to original intent of this Order and only in the event that the Parties are unable to reach agreement or are unable to give effect to the original intent of this Order shall this Order become null and void as to such covenants not to sue or take any new or further administrative action. If the covenant not to sue or take any new or further administrative action relates to the Matters Settled-Attachment A, and pursuant to the preceding the Order is null and void, then EGLE shall return the remains of the Payment relating to that covenant not to sue or take any new or further administrative action.

IT IS SO AGREED AND ORDERED BY:



Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment,
Great Lakes, and Energy

9/3/2020
Date

Andrew Prins

Andrew T. Prins (P70157)
Megen E. Miller (P78901)
Assistant Attorneys General
Environment, Natural Resources and
Agriculture Division
Michigan Department of Attorney General

9-3-20

Date

IT IS SO AGREED BY:

The Premcor Refining Group Inc.
1 Valero Way
San Antonio, TX 78249-1616

Richard J. Walsh
Senior Vice President and General Counsel

Date

Andrew T. Prins (P70157)
Megen E. Miller (P78901)
Assistant Attorneys General
Environment, Natural Resources and
Agriculture Division
Michigan Department of Attorney General

Date

IT IS SO AGREED BY:

The Premcor Refining Group Inc.
1 Valero Way
San Antonio, TX 78249-1616

EW 

Richard J. Walsh
Senior Vice President and General Counsel

Sept 2, 2020

Date

Attachment A

Attachment A

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
1	Shell Oil	0-0010433	(1) C-0476-89; 8/30/1989; (2) C-0598-91; 4/8/1991; (3) C-0700-92; 5/1/1992	1488 N. Dixie Hwy	Monroe	Monroe
2	Jet	0-0007365	(1) C-0038-97; 11/18/1997	11370 Ten Mile Rd	Warren	Macomb
3	Hop-In #0601	0-0032941	(1) C-0388-97; 6/6/1997 (2) C-1830-91; 9/05/1991; (3) C-1793-92; 10/13/1992	196 W. Michigan Ave	Paw Paw	Van Buren
4	Hop-In #0507	0-0009881	(1) C-2550-90; 12/21/1990	1019 Broadway St	Ann Arbor	Washtenaw
5	Former Jet #22055	0-0007359	(1) C-1424-85; 5/20/1987; (2) C-0358-96; 4/9/1996	27431 Groesbeck Hwy	Roseville	Macomb
6	Former Jet #22050	0-0007364	(1) C-1479-85; 8/14/1988; (2) C-0680-85; 2/17/1991	3235 W. Walton Blvd	Waterford	Oakland
7	Former Jet #22047	0-0007360	(1) C-0127-96; 9/6/1988	5684 Highland Rd	Waterford	Oakland
8	Clark #0824	0-0012190	(1) C-707-97; 8/19/1997	436 N. Leroy St	Fenton	Genesee
9	Clark #2152	0-0007361	(1) C-0515-91; 3/28/1991	1260 Joslyn Ave	Pontiac	Oakland
10	Clark #2149	0-0007358	(1) C-1453-85; 1/1/1900; (2) C-1454-85; 3/21/1986	85 S. Groesbeck Hwy	Mt. Clemens	Macomb
11	Clark #2148	0-0007369	(1) C-0400-02; 8/12/1988	1101 E. 9 Mile Road	Hazel Park	Oakland
12	Clark #2145	0-0005116	(1) C-0641-97; 8/7/1997	134 E. Allegan St	Otsego	Allegan
13	Clark #2143	0-0015971	(1) C-4233-85; 8/3/1988; (2) C-1190-92; 7/22/1992; (3) C-2123-92;	204 S. Main Street	Plainwell	Allegan

Attachment A

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
			12/2/1992 (4) C-0301-93; 2/16/1993			
14	Clark #2142	0-0015681	(1) C-1105-92; 7/9/1992; (2) C-0009-97; 1/7/1997	322 S. Main Street	Wayland	Allegan
15	Clark #2141	0-0015678	(1) C-0542-91; 4/2/1991	1602 N. Main Street	Martin	Allegan
16	Clark #2140	0-0010604	(1) C-0040-89; 2/9/1989; (2) C-0226-92 2/26/1992	5 S. Fletcher Rd	Chelsea	Washtenaw
17	Clark #2139	0-0005568	(1) C-0039-89; 2/9/1989 (2) C-0491-92; 4/10/1992	955 S. Monroe St	Monroe	Monroe
18	Clark #2138	0-0010606	(1) C-0036-89; 1/12/1989; (2) C-1443-94; 11/22/1994	8355 Grand River Rd	Brighton	Livingston
19	Clark #2136	0-0010215	(1) C-0280-92; 3/24/1992; (2) C-2161-92; 11/18/1992	601 W. 12 Mile Rd	Madison Heights	Oakland
20	Clark #2133	0-0009892	(1)C-0631-90; 5/9/1988; (2) C-0835-90; 5/10/1990	7000 Cooley Lake Rd	Waterford	Oakland
21	Clark #2131	0-0009890	(1) C-0450-85; 2/21/1986	5494 W. Michigan Ave	Ypsilanti	Washtenaw
22	Clark #2130	0-0009888	(1) C-1046-94; 9/19/1994	9885 N. Main Street	Whitmore Lake	Washtenaw
23	Clark #2127	0-0034042	(1) C-0414-89; 8/15/1989; (2) C-0888-91; 5/23/1991	8135 Main Street	Dexter	Washtenaw
24	Clark #2123	0-0009894	(1) C-0415-85; 10/1/1987	915 Dexter Street	Milan	Washtenaw
25	Clark #2120	0-0009880	(1) C-0814-95; 7/7/1995	1521 Holmes Rd	Ypsilanti	Washtenaw

Attachment A

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
26	Clark #2119	0-0009879	(1) C-0381-94; 4/26/1994	601 S. Main Street	Ann Arbor	Washtenaw
27	Clark #2118	0-0009877	(1) C-0689-90; 2/23/1990; (2) C-0611-93; 5/20/1993	66 Six Mile Road	Whitmore Lake	Washtenaw
28	Clark #2117	0-0009876	(1) C-1110-89; 12/12/1989	7620 M-36	Hamburg	Livingston
29	Clark #2116	0-0010605	(1) C-0825-90; 5/9/1990; (2) C-1367-90; 7/27/1990	302 S. Lafayette St	South Lyon	Oakland
30	Clark #2000	0-0012249	(1) C-1296-85; 10/17/1989; (2) C-1297-85; 2/28/1991	G-9490 S. Saginaw Road	Grand Blanc	Genesee
31	Clark #1947	0-0012310	(1) C-0450-98; 6/1/1998	403 W. Grand River Ave	Brighton	Livingston
32	Clark #1912	0-0012308	(1) C-0329-93; 3/9/1993	15400 Sumpter Rd	Belleville	Wayne
33	Clark #1884	0-0012244	(1) C-2097-92; 11/24/1992	7480 S. Westnedge	Portage	Kalamazoo
34	Clark #1831	0-0012242	(1) C-0284-93; 2/20/1993; (2) C-0495-97; 7/14/1997	125 N. Cedar St	Mason	Ingham
35	Clark #1720	0-0012304	(1)C-1904-92; 10/28/1992	519 Commerce Rd	Commerce Twp.	Oakland
36	Clark #1620	0-0012299	(1) C-0566-93; 5/11/1993	185 Michigan Ave	Saline	Washtenaw
37	Clark #1605	0-0012235	(1) C-0577-89; 1/2/1990; (2) C-1177-95; 11/3/1995	3802 Davison Road	Flint	Genesee
38	Clark #1594	0-0033405	(1) C-0535-95; 5/24/1989	5200 Dixie Hwy	Saginaw	Saginaw
39	Clark #1590	0-0012233	(1) C-0928-92; 6/10/1992; (2) C-0018-95; 1/20/1995	6121 M-115 & Leisure Rd	Cadillac	Wexford

Attachment A

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
40	Clark #1586	0-0012232	(1) C-0416-97; 6/12/1997	537 N. State St.	Caro	Tuscola
41	Clark #1524	0-0012291	(1) C-0448-93; 4/14/1993	2500 Union Lake Rd	Commerce Twp.	Oakland
42	Clark #1481	0-0012229	(1) C-0663-96; 9/4/1996; (2) C-1323-98; 12/28/1998	501 44th Street SW	Wyoming	Kent
43	Clark #1480	0-0012228	(1) C-0020-98; 1/23/1998	1701 Oak St	Niles	Berrien
44	Clark #1474	0-0012227	(1)C-0950-97; 10/17/1997	3612 S. MLK Blvd	Lansing	Ingham
45	Clark #1464	0-0012223	(1) C-0491-85; 10/21/1988; (2) C-0615-95; 5/31/1995	322 Garfield Ave.	Bay City	Bay
46	Clark #1463	0-0012222	(1) C-0522-97; 6/25/1997	3895 Wilder Rd	Bay City	Bay
47	Clark #1457	0-0012221	(1) C-0414-85; 9/16/1988	926 N. Main St	Adrian	Lenawee
48	Clark #1361	0-0012289	(1) C-0385-93; 3/29/1993	495 S. Ortonville Rd.	Ortonville	Oakland
49	Clark #1341	0-0012220	(1) C-0726-93; 6/8/1993	1205 W. Fulton	Grand Rapids	Kent
50	Clark #1294	0-0012218	(1) C-1167-95; 11/3/1995	421 N. Main St	Standish	Arenac
51	Clark #1123	0-0012278	(1) C-1436-85; 7/28/1992; (2) C-1188-92; 7/22/1992; (3) C-0411-98; 5/21/1998	35512 23 Mile Road	New Baltimore	Macomb
52	Clark #1072	0-0012205	(1) C-0313-98; 4/22/1998	2818 E. Holland Ave	Saginaw	Saginaw
53	Clark #1057	0-0012275	(1) C-1899-92; 10/26/1992	3400 Rochester Rd	Troy	Oakland

Attachment A

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
54	Clark #1050	0-0012372	(1) C-0892-93; 7/20/1993	1634 John R Road	Troy	Oakland
55	Clark #1011	0-0012198	(1) C-0521-97; 6/18/1997; (2) C-0978-98; 10/8/1998	624 S. Main St.	Cheboygan	Cheboygan
56	Clark #0995	0-0012197	(1)C-0356-98; 5/7/1998	525 Houghton Dr.	Prudenville	Roscommon
57	Clark #0984	0-0012195	(1) C-0430-97; 6/17/1997	512 E. Lake St	Tawas City	Iosco
58	Clark #0900	0-0012274	(1)C-2080-92; 12/2/1992	670 N. Pontiac Trail	Walled Lake	Oakland
59	Clark #0833	0-0012272	(1) C-0844-93; 7/8/1993	799 S. Lapeer Road	Lake Orion	Oakland
60	Clark #0822	0-0012189	(1) C-0520-97; 6/25/1997	1801 S. Saginaw	Midland	Midland
61	Clark #0820	0-0012188	(1) C-0356-92; 3/5/1992	224 Ludington	LUDINGTON	Mason
62	Clark #0768	0-0012186	(1) C-1032-95; 9/14/1995	219 E. Michigan Ave	Albion	Calhoun
63	Clark #0767	0-0012185	(1) C-0062-97; 2/24/1997	1010 W. Michigan Ave	Marshall	Calhoun
64	Clark #0729	0-0012368	(1) C-1876-92; 10/21/1992; (2) C-0541-95; 5/11/1995	24 N. Rochester Rd	Clawson	Oakland
65	Clark #0727	0-0012182	(1) C-0363-89; 7/28/1989; (2) C-0602-97; 7/23/1997	1120 E. Grand River Ave	East Lansing	Ingham
66	Clark #0717	0-0012265	(1) C-0688-93; 6/2/1993	45310 Van Dyke Ave	Utica	Macomb
67	Clark #0682	0-0012343	(1) C-1119-97; 12/3/1997	2621 Davenport Ave	Saginaw	Saginaw
68	Clark #0672	0-0012341	(1) C-2089-91; 10/7/1991	603 E. Ellsworth St	Midland	Midland

Attachment A

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
69	Clark #0634	0-0012361	(1) C-1441-93; 11/14/1993	1035 Lapeer Ave	Port Huron	St. Clair
70	Clark #0615	5-0002070	(1) C-0502-97; 5/20/1997; (2) C-0512-97; 6/30/1997	1002 W St Joseph St	Lansing	Ingham
71	Clark #0594	0-0012257	(1) C-0328-93; 3/9/1993	27480 W. 7 Mile Rd	Livonia	Wayne
72	Clark #0546	0-0036480	(1) C-1009-92; 6/17/1992	4210 E. 8 Mile Rd	Detroit	Wayne
73	Clark #0539	0-0012254	(1) C-1788-92; 10/14/1992	643 N. Telegraph Rd	Monroe	Monroe
74	Clark #0501	0-0012180	(1) C-0672-97; 8/25/1997	1504 E. Michigan Ave	Jackson	Jackson
75	Clark #0493	0-0012337	(1) C-0842-97; 10/1/1997	900 N. West Ave	Jackson	Jackson
76	Clark #0476	0-0012334	(1) C-1158-97; 11/20/1997	3470 Division Ave	Wyoming	Kent
77	Clark #0475	0-0012333	(1) C-1206-97; 12/3/1997	755 Michigan St. NE	Grand Rapids	Kent
78	Clark #0392	0-0012177	(1) C-0432-98; 5/28/1998	671 Michigan Ave	Holland	Ottawa
79	Clark #0719	0-0012267	(1) C-0132-98; 3/11/1998	15111 Houston Wittier Ave.	Detroit	Wayne

Attachment B

Attachment B

Store #	Facility ID	Confirmed Release Number(s)/Date(s)	Address	City	County
Clark 500	0-0012338	C-0609-98; 7/14/1998	328 Capital Ave SW	Battle Creek	Calhoun
Clark 1995	0-0012349	C-0060-94; 1/23/1994	1953 Cedar Street	Holt	Ingham

Attachment C

Attachment C

	Site #	Agency ID	Committed Date(s)	Committed Number(s)	Address	City	County
1	Former Jet #22064 Clark #2153	00007363	Aug 11 1988 & May 7 2015 & Nov 21 2002	C-1490-85 C-0045-15 C-0643-02	6601 Cooley Lake Rd	Waterford	Oakland
2	Jet Gas Station Clark #2151	00007368	Aug 10 1988	C-1464-85	1225 S. Lapeer Rd	Oxford	Oakland
3	Hop-in #528 Clark #2129	00009906	May 9 1994	C-0422-94	45230 Michigan Ave	Canton	Wayne
4	Clark #1709	00012240	Oct 14 1991	C-2125-91	705 E. Washington St	St Louis	Gratiot
5	Clark #1122	00012277	Apr 1 1998 Apr 26 1999	C-0226-98 C-0398-99	14055 Telegraph Rd	Taylor	Wayne
6	Clark #1634	00012300	Jun 16 1993	C-0761-93	4951 Sashabaw Rd	Clarkston	Oakland
7	Clark #667	00012340	Jun 26 1992	C-1069-92	732 E. Front St	Traverse City	Grand Traverse
8	Clark #751	00012369	Oct 28 1993	C-1371-93	24205 Orchard Lake Rd	Farmington Hills	Oakland
9	Clark #1915	00012388	Dec 5 1994 May 1 1992	C-1414-94 C-0712-92	598 Pte. Tremble Rd	Algonac	St Clair
10	Mid States Petroleum (sem) Clark #2157	00018380	Oct 6 1989	C-0650-89	1427 N. Monroe St	Monroe	Monroe
11	Clark #1482	00002651	May 6 1991	C-0845-91	215 Ecorse Rd	Ypsilanti	Washtenaw
12	Clark #2137 Hop-In #606	00005570	Jan 28 1991 Jun 30 1992	C-0105-91 C-0950-92	3650 S. State St	Ann Arbor	Washtenaw
13	Clark #451 (Coldwater)	00012178	Jul 28 1997	C-0566-97	177 W. Chicago St	Coldwater	Branch

Attachment C

	State #	County ID	Original Date(s)	Original Number(s)	Address	City	County
14	Clark #756	00012184	Dec 3 1997 Jan 23 1992	C-1149-97 C-0123-92	715 W. Michigan Ave	Three Rivers	St Joseph
15	Clark #983	00012194	Jun 16 1992	C-0982-92	126 N. McEwan St	Clare	Clare
16	Clark #1025	00012199	Jun 23 1997	C-0413-97	2626 Center Ave	Essexville	Bay
17	Clark #1058	00012204	Apr 22 1998 Jul 20 2004	C-0254-98 C-0253-04	6260 State St	Saginaw	Saginaw
18	Clark #1467	00012224	Apr 14 1989	C-0123-89	4315 Chicago Dr SW	Grandville	Kent
19	Clark #1535	00012230	Apr 15 1998	C-0276-98	3725 Bay Rd	Saginaw	Saginaw
20	Clark #2011	00012252	Jul 30 1997 May 28 1998	C-0593-97 C-0433-98	100 S. Main St	Freeland	Saginaw
21	Clark #0548	00012255	Jun 30 1993	C-0818-93	21314 Van Born Rd	Dearborn Hts	Wayne
22	Clark #0609	00012258	Jun 26 1992	C-1036-92	22501 Harper Ave	St Clair Shores	Macomb
23	Clark #0618	00012260	Dec 13 1989 Feb 27 1997	C-1135-89 C-0108-97	19645 Allen Rd	Melvindale	Wayne
24	Clark #0631	00012261	Oct 23 1990	C-2159-90	31215 Warren Rd	Westland	Wayne
25	Clark #0693	00012264	Aug 15 1991	C-1667-91	542 N. Wayne Rd	Westland	Wayne
26	Clark #0718	00012266	Aug 28 1991	C-1798-91	30990 Utica Rd	Roseville	Macomb
27	Clark #0739	00012270	Oct 13 1992	C-1787-92	510 S. Main St	Northville	Wayne
28	Clark #0761	00012271	Mar 30 1993	C-0404-93	1654 Livernois Rd	Troy	Oakland

Attachment C

	Clark #	Parcel ID	Confirmed Date(s)	Confirmed Number(s)	Address	City	County
29	Clark #0872	00012273	Apr 20 1993	C-0473-93	401 E. Grand River Ave	Howell	Livingston
30	Clark #1158	00012279	Apr 26 1993 Aug 4 1994	C-0495-93 C-0765-94	25311 Telegraph Rd	Southfield	Oakland
31	Clark #1245	00012283	Sep 12 1991	C-1884-91	252 S. Main St	Lapeer	Lapeer
32	Clark #1536	00012292	Jan 1 1900 Jan 1 1990	C-0756-85 C-2069-90	10885 Middlebelt	Romulus	Wayne
33	Clark #1540	00012294	Apr 29 1993 Mar 2 1995	C-0516-93 C-0227-95	51969 Van Dyke Rd	Shelby Township	Macomb
34	Clark #1587	00012297	Apr 20 1993	C-0474-93	3865 Baldwin Rd	Orion Township	Oakland
35	Clark Oil #1592	00012298	Sep 27 1989	C-0578-89	795 Gratiot Blvd	Marysville	St Clair
36	Clark #1987	00012311	Jun 9 2006 May 22 2006 Nov 5 1996	C-0248-06 C-0112-06 C-0895-96	44404 Ford Rd	Canton	Wayne
37	Clark #1091	00012315	Jan 6 1995	C-0019-95	18 South Groesbeck Hwy	Mt Clemens	Macomb
38	Clark #0506	00012339	Sep 10 1997	C-0820-97	3913 Fenton Rd	Flint	Genesee
39	Clark #0583	00012356	Oct 15 1996	C-0809-96	5858 Telegraph Rd	Taylor	Wayne
40	Clark #0589	00012357	May 11 1993	C-0567-93	29600 Harper Ave	St Clair Shores	Macomb

Attachment C

	Case #	Parcel ID	Court/Referral Date(s)	Court Case Number(s)	Address	City	County
41	Clark #0654	00012365	Oct 1 1991	C-2019-91	4208 W. Jefferson Ave	Ecorse	Wayne
42	Clark #0724	00012367	Sep 18 1996	C-0705-96	950 S. Main	Plymouth	Wayne
43	Clark #0859	00012370	Oct 26 1995	C-1156-95	325 N. Cass Ave	Pontiac	Oakland
44	Hop-in #0614 Clark #2144	00015679	May 11 1993 May 28 1992 Oct 2 2009 Oct 19 1990	C-0540-93 C-1212-92 C-0146-09 C-2114-90	1329 104th Avenue	Plainwell	Allegan
45	Clark #0450	00034834	Feb 4 2004 Oct 15 1991	C-0218-04 C-2166-91	501 W. Chicago Rd	Sturgis	St Joseph
46	Lamb & Lamb Clark #2115	00035071	Apr 23 1991	C-0694-91	2450 W. Grand River Ave	Howell	Livingston
47	Gallup Properties Clark # 2135	00038928	Jan 11 1999	C-0045-99	745 S. Grove St	Ypsilanti	Washtenaw
48	Clark #1324	0-0012287	(1) July 10, 1997; (2) Sept 6, 1998	(1) C-0539-97; (2) C-0825-98	3510 Highland Rd	Waterford	Oakland
49	Richland Hop-In	00015680	Jul 22 1988	C-1265-85	8205 N. 32nd Street	Richland	Kalamazoo

Attachment D



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
KALAMAZOO DISTRICT OFFICE



DAN WYANT
DIRECTOR

October 27, 2015

CERTIFIED MAIL – 7014 2120 0003 2755 0331
RETURN RECEIPT REQUESTED

Mr. C. Shay Wideman
Director – Environmental Liability
The Premcor Refining Group, Inc.
P.O. Box 696000
San Antonio, Texas 78269-6000

Dear Mr. Wideman:

SUBJECT: Documentation of State Costs
Clark Service Station #500, 328 Capital Ave SW., Battle Creek,
Calhoun County, MI;
Facility ID 00012338; Confirmed release #: C-0609-98
Confirmed release date: July 14, 1998

This letter is in response to a request from The Premcor Refining Group (Premcor) for documentation of costs incurred by the Michigan Department of Environmental Quality (MDEQ) at the Clark Service Station #500 site (Site). In a letter to Premcor dated May 25, 2015 (Demand Letter), the MDEQ demanded payment of the MDEQ's past costs that were lawfully incurred at the Site. On August 20, 2015, the MDEQ met with Premcor and Premcor agreed to undertake corrective actions at the Site. At that meeting, Premcor requested documentation of the MDEQ's costs outlined in the May 25, 2015 Demand Letter.

Enclosed with this letter is an updated Cost Recovery Summary Report with supporting backup documentation on the enclosed compact disc of the MDEQ's costs incurred at the Site between April 3, 2010, and January 17, 2015, the total of which is \$142,620.29.

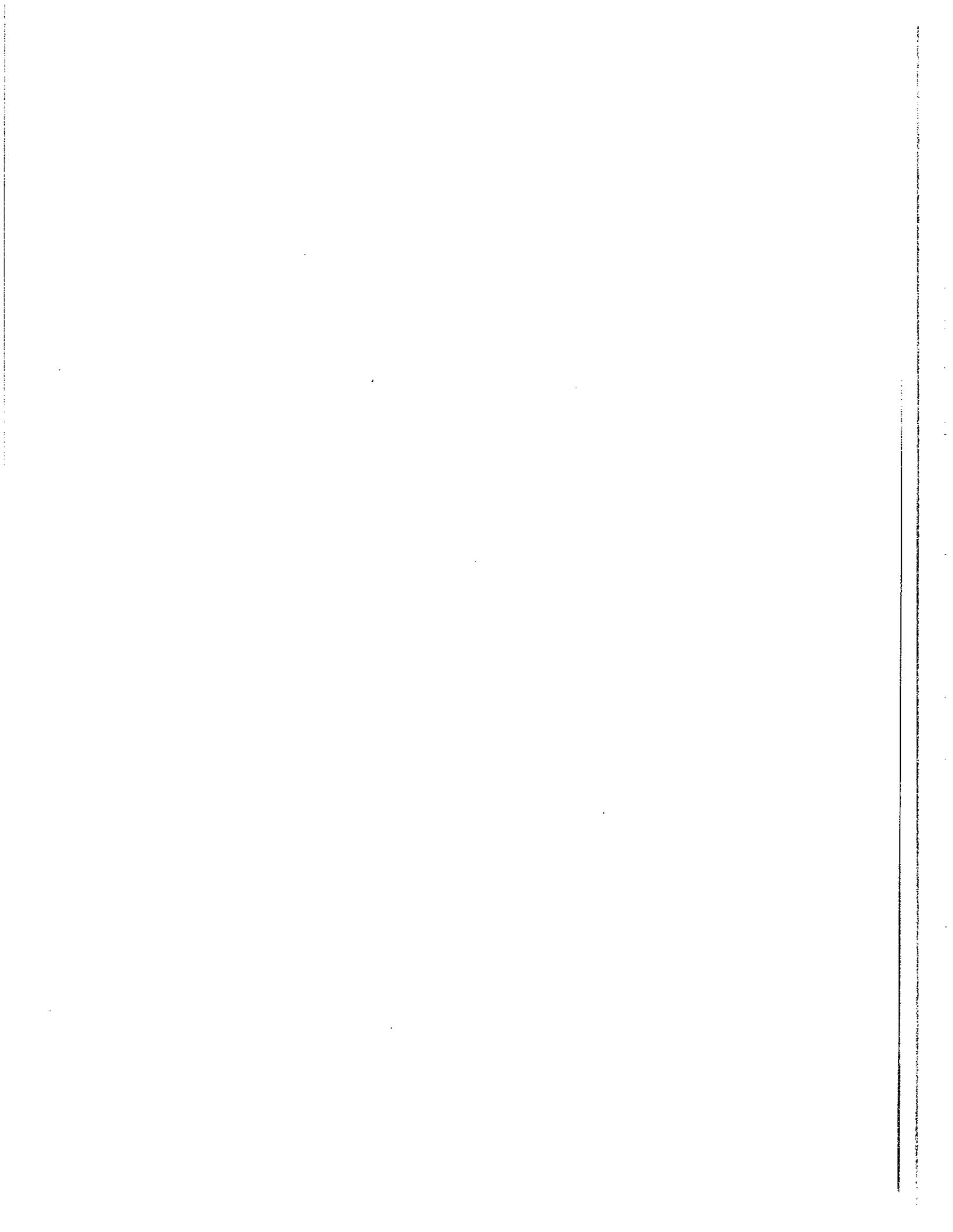
The MDEQ looks forward to your cooperation in resolving this matter.

Sincerely,

Steve Beukema, Ph.D.
Senior Environmental Quality Analyst
Kalamazoo District Office
Remediation and Redevelopment Division
269-667-3513

Enclosures

cc: Mr. Richard S. Kuhl, Michigan Department of Attorney General
Ms. Barb Schaibly, MDEQ
Ms. Kathy Shirey, MDEQ
Mr. Brian Muench, MDEQ
Mr. Frank Ballo, MDEQ
Ms. Bree Bennett, MDEQ





RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
KALAMAZOO DISTRICT OFFICE



DAN WYANT
DIRECTOR

October 26, 2015

CERTIFIED MAIL – 7014 2120 0003 2755 0447
RETURN RECEIPT REQUESTED

Mr. C. Shay Wideman
Director – Environmental Liability
The Premcor Refining Group, Inc.
P.O. Box 696000
San Antonio, Texas 78269-6000

Dear Mr. Wideman:

SUBJECT: NOTICE OF DEMAND
Clark #767 (Marshall), 1010 W. Michigan Avenue, Marshall,
Calhoun County, MI;
Facility ID 00012185
Confirmed release #: C-0062-97
Confirmed release date: February 24, 1997

In a letter dated September 28, 2012, the Michigan Department of Environmental Quality (MDEQ) informed The Premcor Refining Group, Inc. (Premcor), of its intention to undertake corrective actions at Clark #767 (Marshall) (Site) using State of Michigan (State) funds and provided Premcor the opportunity to undertake corrective actions at the Site. However, the MDEQ did not receive a written commitment that includes a schedule to conduct corrective actions or a submittal of any information that demonstrates that corrective actions were conducted in compliance with Part 213, Leaking Underground Storage Tanks (LUST), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

The MDEQ has the authority, under Section 21320 of the NREPA, to undertake corrective actions necessary to protect public health, safety, or welfare, or the environment at sites where persons that are liable have not implemented corrective actions necessary to abate an imminent and substantial endangerment. Under Section 21323b of the NREPA, a person that is liable under Section 21323a is jointly and severally liable for all costs of corrective action lawfully incurred by the State relating to the selection and implementation of corrective actions under Part 213.

MDEQ files indicate that a release from a LUST system was confirmed at this Site on February 24, 1997, and the operator at the time of the confirmed release was Clark Refining and Marketing. On May 10, 2000, Clark Refining and Marketing filed with the Michigan Department of Labor and Economic Growth (now the Michigan Department of Licensing and Regulatory Affairs) to change its name to the Premcor Refining Group, Inc. Therefore, Premcor is liable as a person who is responsible for an activity that caused a release or threat of release at the Site.

Except as provided by Section 21323a(2) of the NREPA, which provides for certain exceptions, exemptions, and defenses to liability, a person that is liable under Section 21323a of the

NREPA is jointly and severally liable for all costs, including any associated interest, that are lawfully incurred by the State relating to the selection and implementation of corrective actions under Part 213.

The MDEQ hereby demands payment from Premcor for \$146,923.94 plus any costs that are continuing to be incurred, including any accrued interest. The corrective action costs incurred and paid by the State of Michigan are enumerated in the enclosed Cost Recovery Summary Report. An electronic copy of the Cost Recovery Summary Report, including backup documentation for the costs, is included in the enclosed compact disc. The State incurred these costs to conduct the following corrective actions at the Site: monitoring well inventory and integrity survey, groundwater sampling and light non-aqueous phase liquid (LNAPL) gauging, LNAPL and source investigation, development of a remedial investigation and a focused feasibility study report, and conducting an air sparge and soil vapor extraction pilot test. Electronic copies of the remedial investigation and focused feasibility study report and of the air sparge/soil vapor extraction pilot test report are also included in the enclosed compact disc.

If Premcor voluntarily decides to resolve its liability for the above through the run date on the enclosed Summary Report, it must reimburse the State for these costs. To avoid any interest that will accrue on these costs, Premcor should remit payment within 30 days of receipt of this letter, by certified check payable to the "State of Michigan - Environmental Response Fund" and send it by first class mail to:

Revenue Control Unit
Finance Section, Administration Division
Michigan Department of Environmental Quality
P.O. Box 30657
Lansing, Michigan 48909-8157

Or via courier to:

Revenue Control Unit
Finance Section, Administration Division
Michigan Department of Environmental Quality
Constitution Hall, 5th Floor, South Tower
525 West Allegan Street
Lansing, Michigan 48933-2125

To ensure proper credit, this payment must reference the Clark #767 (Marshall) Site and the Project Number 449187. A copy of the transmittal letter and the certified check shall be provided simultaneously to the project manager referenced below.

Please be advised that the MDEQ is continuing to incur costs for undertaking corrective actions at the Site. The MDEQ is evaluating results of the pilot test and intends to implement an appropriate technology to address risks at the site. Again, be advised that Premcor is liable for costs that are lawfully incurred by the State, including accrued interest.

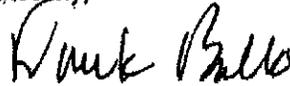
The MDEQ is providing Premcor an opportunity to undertake corrective actions at the Site. If Premcor intends to undertake corrective actions, including implementing a remedy that addresses risks related to the confirmed release at the Site to achieve compliance with Part 213, please contact me within 30 days of receipt of this letter with your written commitment that includes a schedule to conduct corrective actions, or a submittal of any information that demonstrates that

corrective actions were conducted in compliance with Part 213 of the NREPA. If the MDEQ does not receive an affirmative commitment or documentation to support the work that was conducted, the MDEQ intends to utilize authorized State funds to conduct additional corrective actions at the Site. Failure to undertake corrective actions may result in other enforcement actions.

The files used in preparing this notice are located at the MDEQ's Kalamazoo District Office. If you wish to review these files please direct your inquiries to: Ms. Marcia Reidmiller, Kalamazoo District Office, Remediation and Redevelopment Division, MDEQ, 7953 Adobe Road, Kalamazoo, MI 49009. Please direct site-specific inquiries to project manager Dr. Steve Beukema, Kalamazoo District Office, 269-567-3513 or at beukemas@michigan.gov, or you may contact me at the telephone number below.

The MDEQ looks forward to your cooperation in resolving this matter.

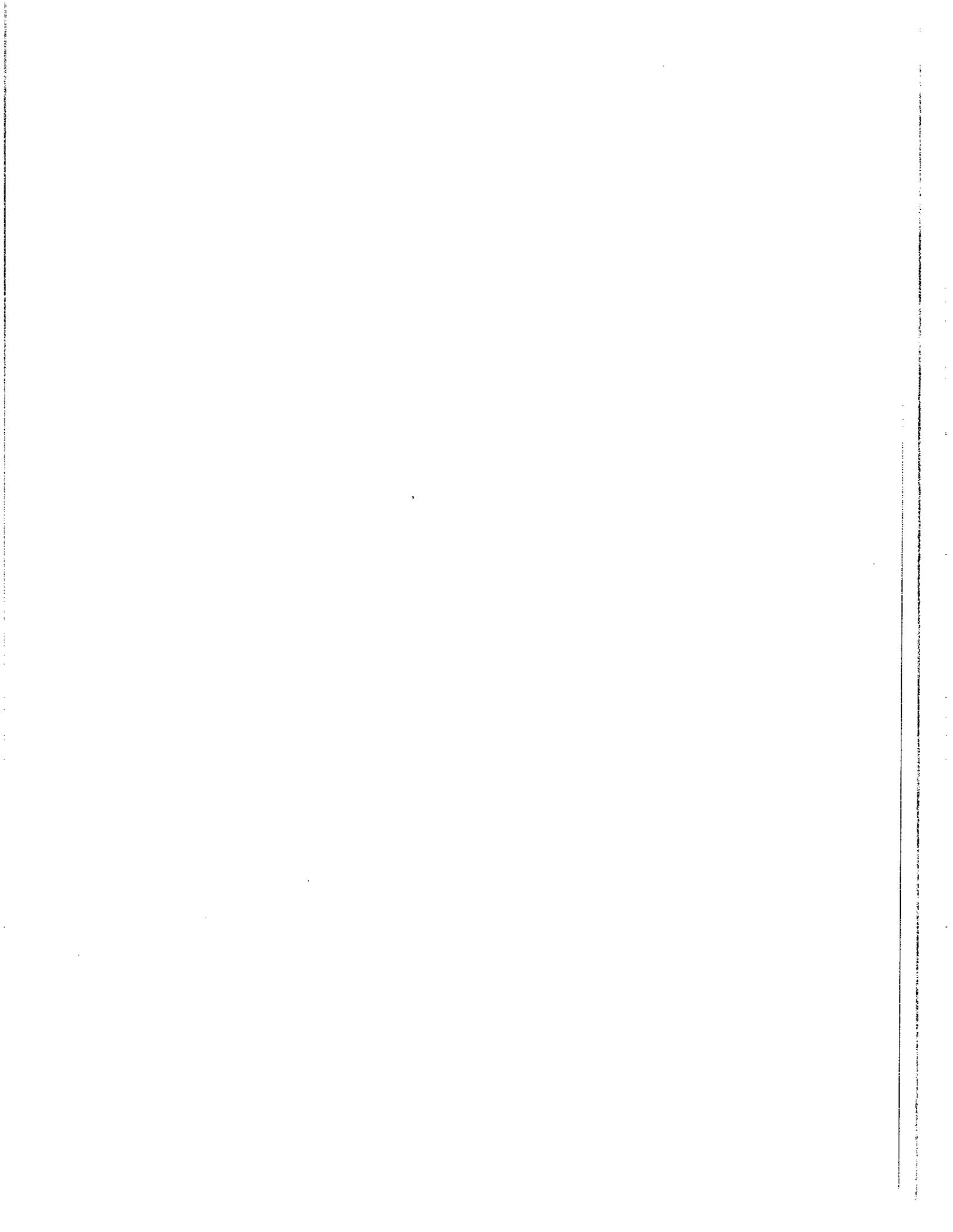
Sincerely,



Frank Ballo, District Supervisor
Kalamazoo District Office
Remediation and Redevelopment Division
269-567-3531
ballof@michigan.gov

Enclosures

cc: Mr. Richard S. Kuhl, Michigan Department of Attorney General
Ms. Barb Schaibly, MDEQ
Ms. Kathy Shirey, MDEQ
Mr. Brian Muench, MDEQ
Dr. Steve Beukema, MDEQ
Ms. Bree Bennett, MDEQ





RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
KALAMAZOO DISTRICT OFFICE



DAN WYANT
DIRECTOR

October 26, 2015

CERTIFIED MAIL – 7014 2120 0003 2755 0430
RETURN RECEIPT REQUESTED

Mr. C. Shay Wideman
Director – Environmental Liability
The Premcor Refining Group, Inc.
P.O. Box 696000
San Antonio, Texas 78269-6000

Dear Mr. Wideman:

SUBJECT: NOTICE OF DEMAND
Clark #768 (Albion), 219 E. Michigan Avenue, Albion,
Calhoun County, MI;
Facility ID 00012186
Confirmed release #: C-1032-95
Confirmed release date: September 14, 1995

In a letter dated September 11, 2012, the Michigan Department of Environmental Quality (MDEQ) informed The Premcor Refining Group, Inc. (Premcor), of its intention to undertake corrective actions at Clark #768 (Albion) (Site) using State of Michigan (State) funds and provided Premcor the opportunity to undertake corrective actions at the Site. However, the MDEQ did not receive a written commitment that includes a schedule to conduct corrective actions or a submittal of any information that demonstrates that corrective actions were conducted in compliance with Part 213, Leaking Underground Storage Tanks (LUST), of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

The MDEQ has the authority, under Section 21320 of the NREPA, to undertake corrective actions necessary to protect public health, safety, or welfare, or the environment at sites where persons that are liable have not implemented corrective actions necessary to abate an imminent and substantial endangerment. Under Section 21323b of the NREPA, a person that is liable under Section 21323a is jointly and severally liable for all costs of corrective action lawfully incurred by the state relating to the selection and implementation of corrective actions under Part 213.

MDEQ files indicate that a release from a LUST system was confirmed at this Site on September 14, 1995, and the operator at the time of the confirmed release was Clark Refining and Marketing. On May 10, 2000, Clark Refining and Marketing filed with the Michigan Department of Labor and Economic Growth (now the Michigan Department of Licensing and Regulatory Affairs) to change its name to the Premcor Refining Group, Inc. Therefore, Premcor is liable as a person who is responsible for an activity that caused a release or threat of release at the Site.

Except as provided by Section 21323a(2) of the NREPA, which provides for certain exceptions, exemptions, and defenses to liability, a person that is liable under Section 21323a of the

NREPA is jointly and severally liable for all costs, including any associated interest, that are lawfully incurred by the State relating to the selection and implementation of corrective actions under Part 213.

The MDEQ hereby demands payment from Premcor for \$289,905.13 plus any costs that are continuing to be incurred, including any accrued interest. The corrective action costs incurred and paid by the State of Michigan are enumerated in the enclosed Cost Recovery Summary Report. An electronic copy of the Cost Recovery Summary Report, including backup documentation for the costs, is included in the enclosed compact disc. The State incurred these costs to conduct the following corrective actions at the Site: site survey, groundwater sampling and light non-aqueous phase liquid (LNAPL) gauging, LNAPL and source investigation, development of a remedial investigation and a focused feasibility study report, and implementing a demolition of the Site building and canopy to facilitate removal of underground storage tanks, contaminated soils, and residual LNAPL, followed by restoration of the Site. Electronic copies of the remedial investigation and focused feasibility study report and of the construction summary report are also included in the enclosed compact disc.

If Premcor voluntarily decides to resolve its liability for the above through the run date on the enclosed Summary Report, it must reimburse the state for these costs. To avoid any interest that will accrue on these costs, Premcor should remit payment within 30 days of receipt of this letter, by certified check payable to the "State of Michigan - Environmental Response Fund" and send it by first class mail to:

Revenue Control Unit
Finance Section, Administration Division
Michigan Department of Environmental Quality
P.O. Box 30657
Lansing, Michigan 48909-8157

Or via courier to:

Revenue Control Unit
Finance Section, Administration Division
Michigan Department of Environmental Quality
Constitution Hall, 5th Floor, South Tower
525 West Allegan Street
Lansing, Michigan 48933-2125

To ensure proper credit, this payment must reference the Clark #768 (Albion) Site and the Project Number 445235. A copy of the transmittal letter and the certified check shall be provided simultaneously to the project manager referenced below.

Please be advised that the MDEQ is continuing to incur costs for undertaking corrective actions at the Site. The MDEQ is evaluating Site data and intends to delineate and address the remaining offsite contamination. Again, be advised that Premcor is liable for costs that are lawfully incurred by the State, including accrued interest.

The MDEQ is providing Premcor an opportunity to undertake corrective actions at the Site. If Premcor intends to undertake corrective actions, including implementing a remedy that addresses risks related to the confirmed release at the Site to achieve compliance with Part 213, please

contact me within 30 days of receipt of this letter with your written commitment that includes a schedule to conduct corrective actions, or a submittal of any information that demonstrates that corrective actions were conducted in compliance with Part 213 of the NREPA. If the MDEQ does not receive an affirmative commitment or documentation to support the work that was conducted, the MDEQ intends to utilize authorized State funds to conduct additional corrective actions at the Site. Failure to undertake corrective actions may result in other enforcement actions.

The files used in preparing this notice are located at the MDEQ's Kalamazoo District Office. If you wish to review these files please direct your inquiries to: Ms. Marcia Reidmiller, Kalamazoo District Office, Remediation and Redevelopment Division, MDEQ, 7953 Adobe Road, Kalamazoo, MI 49009. Please direct site-specific inquiries to project manager Dr. Steve Beukema, Kalamazoo District Office, 269-567-3513 or at beukemas@michigan.gov, or you may contact me at the telephone number below.

The MDEQ looks forward to your cooperation in resolving this matter.

Sincerely,



Frank Ballo, District Supervisor
Kalamazoo District Office
Remediation and Redevelopment Division
269-567-3531
ballof@michigan.gov

Enclosures

cc: Mr. Richard S. Kuhl, Michigan Department of Attorney General
Ms. Barb Schalbly, MDEQ
Ms. Kathy Shirey, MDEQ
Mr. Brian Muench, MDEQ
Dr. Steve Beukema, MDEQ
Ms. Bree Bennett, MDEQ



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



KEITH CREAGH
DIRECTOR

April 25, 2016

CERTIFIED MAIL--RETURN RECEIPT REQUESTED

Mr. C. Shay Wideman
Director - Environmental Liability
The Premcor Refining Group, Inc.
P.O. Box 696000
San Antonio, Texas 78269-6000

Dear Mr. Wideman:

SUBJECT: NOTICE OF DEMAND: Clark Service Station #1995,
1953 South Cedar Street, Holt, Ingham County, Michigan;
Facility ID No.: 0-0012349; Confirmed Release Nos.: C-0060-94 and C-0227-04;
Confirmed Release Dates: January 23, 1994, and June 7, 2004

The Michigan Department of Environmental Quality (MDEQ) has the authority under Section 21320 of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to undertake corrective actions necessary to protect public health, safety, or welfare, or the environment at sites where persons that are liable have not implemented corrective action necessary to abate an imminent and substantial endangerment. Under Section 21323b of the NREPA, a person that is liable under Section 21323a is jointly and severally liable for all costs of corrective action lawfully incurred by the state relating to the selection and implementation of corrective action under Part 213.

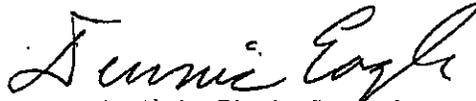
The MDEQ files indicate that a release from an underground storage tank (UST) system was confirmed at Clark Service Station #1995 (Site) on January 23, 1994, and on June 7, 2004. Information available to the MDEQ indicates that Clark Refining and Marketing was both the owner and operator of the UST system at the time of the January 23, 1994, confirmed release. On May 10, 2000, Clark Refining and Marketing filed with the Michigan Department of Labor and Economic Growth (now the Michigan Department of Licensing and Regulatory Affairs) to change its name to the Premcor Refining Group, Inc. (Premcor). Therefore, Premcor is liable as a person who is responsible for an activity that caused a release or threat of release at the Site.

In September 2003, Premcor ceased voluntary corrective actions at the facility despite Premcor's affirmative obligation to comply with Part 213 of the NREPA, creating an imminent and substantial endangerment. The MDEQ has undertaken corrective actions at the Site and hereby demands payment from Premcor for **\$674,491.85**, plus any costs that are continuing to be incurred, including any accrued interest. The MDEQ had previously sent a demand notice for \$386,605.35 on July 20, 2015. In preparing the cost recovery package for that demand, additional expenses were identified in the cost recovery package that were not included in the amount of the demand notice. By way of this letter, the MDEQ demands the repayment of costs contained in the cost recovery package of \$674,491.85. The response activity costs

The files used in preparing this notice are located at the MDEQ's Lansing District Office. If you wish to review these files, please direct your inquiries to Ms. Cheryl Hoyt, Lansing District Office, Remediation and Redevelopment Division, MDEQ, P.O. Box 30242, Lansing, Michigan 48909. Please direct site-specific inquiries to project manager, Ms. Kim Sakowski, Lansing District Office, at 517-284-5145, or sakowskik@michigan.gov; or you may contact me at the telephone number below.

The MDEQ looks forward to your cooperation in resolving this matter.

Sincerely,



Dennis Eagle, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
517-284-5089
eagled@michigan.gov

Enclosures

cc: Mr. Andrew Prins, Michigan Department of Attorney General
Ms. Kathleen Shirey, MDEQ
Mr. Josh Mosher, MDEQ
Mr. Brian Muench, MDEQ
Ms. Kathy Sruba, MDEQ
Ms. Vicki Katko, MDEQ
Ms. Kim Sakowski, MDEQ

Attachment E

Attachment E

Respondent Releasees as used in this Order shall mean:

Valero Energy Corporation (Valero), the ultimate parent of The Premcor Refining Group Inc. (defined as Respondent in this Order), any predecessors, and any of Valero's wholly owned subsidiaries, whether owned directly by Valero or indirectly through one or more other subsidiaries, as set forth on the applicable Exhibit to Valero's most recent Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (SEC) as of the date of this Order. Respondent Releasees also includes any of the preceding entities' officers, directors, employees, and agents.

Attachment F

Attachment F

	Store #	Facility ID	Confirmed Release Number(s); Date(s)	Address	City	County
1	Shell Oil	0-0010433	(1) C-0476-89; 8/30/1989 (2) C-0598-91; 4/8/1991 (3) C-0700-92; 5/1/1992	1488 N. Dixie Hwy	Monroe	Monroe
2	Jet	0-0007365	(1) C-0038-97; 11/18/1997	11370 Ten Mile Rd	Warren	Macomb
3	Hop-In #0601	0-0032941	(1) C-0388-97; 6/6/1997 (2) C-1830-91; 9/05/1991, (3) C-1793-92; 10/13/1992	196 W. Michigan Ave	Paw Paw	Van Buren
4	Hop-In #0507	0-0009881	(1) C-2550-90; 12/21/1990	1019 Broadway St	Ann Arbor	Washtenaw
5	Former Jet #22055	0-0007359	(1) C-1424-85; 5/20/1987 (2) C-0358-96; 4/9/1996	27431 Groesbeck Hwy	Roseville	Macomb
6	Former Jet #22050	0-0007364	(1) C-1479-85; 8/14/1988 (2) C-0680-85; 2/17/1991	3235 W. Walton Blvd	Waterford	Oakland
7	Former Jet #22047	0-0007360	(1) C-0127-96; 9/6/1988	5684 Highland Rd	Waterford	Oakland
8	Clark #0824	0-0012190	(1) C-707-97; 8/19/1997	436 N. Leroy St	Fenton	Genesee
9	Clark #2152	0-0007361	(1) C-0515-91; 3/28/1991	1260 Joslyn Ave	Pontiac	Oakland
10	Clark #2149	0-0007358	(1) C-1453-85; 1/1/1900 (2) C-1454-85; 3/21/1986	85 S. Groesbeck Hwy	Mt. Clemens	Macomb
11	Clark #2148	0-0007369	(1) C-0400-02; 8/12/1988	1101 East 9 Mile Road	Hazel Park	Oakland
12	Clark #2145	0-0005116	(1) C-0641-97; 8/7/1997	134 E. Allegan St	Otsego	Allegan
13	Clark #2143	0-0015971	(1) C-4233-85; 8/3/1988 (2) C-1190-92; 7/22/1992 (3) C-2123-92; 12/2/1992 (4) C-0301-93; 2/16/1993	204 S. Main Street	Plainwell	Allegan
14	Clark #2142	0-0015681	(1) C-1105-92; 7/9/1992 (2) C-0009-97; 1/7/1997	322 S. Main Street	Wayland	Allegan

Attachment F

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
15	Clark #2141	0-0015678	(1) C-0542-91; 4/2/1991	1602 N. Main Street	Martin	Allegan
16	Clark #2140	0-0010604	(1) C-0040-89; 2/9/1989 (2) C-0226-92; 2/26/1992	5 S. Fletcher Rd	Chelsea	Washtenaw
17	Clark #2139	0-0005568	(1) C-0039-89; 2/9/1989 (2) C-0491-92; 4/10/1992	955 S. Monroe St	Monroe	Monroe
18	Clark #2138	0-0010606	(1) C-0036-89; 1/12/1989 (2) C-1443-94; 11/22/1994	8355 Grand River Rd	Brighton	Livingston
19	Clark #2136	0-0010215	(1) C-0280-92; 3/24/1992 (2) C-2161-92; 11/18/1992	601 W. 12 Mile Rd	Madison Heights	Oakland
20	Clark #2133	0-0009892	(1) C-0631-90; 5/9/1988 (2) C-0835-90; 5/10/1990	7000 Cooley Lake Rd	Waterford	Oakland
21	Clark #2131	0-0009890	(1) C-0450-85; 2/21/1986	5494 W. Michigan Ave	Ypsilanti	Washtenaw
22	Clark #2130	0-0009888	(1) C-1046-94; 9/19/1994	9885 N. Main Street	Whitmore Lake	Washtenaw
23	Clark #2127	0-0034042	(1) C-0414-89; 8/15/1989 (2) C-0888-91; 5/23/1991	8135 Main Street	Dexter	Washtenaw
24	Clark #2123	0-0009894	(1) C-0415-85; 10/1/1987	915 Dexter Street	Milan	Washtenaw
25	Clark #2120	0-0009880	(1) C-0814-95; 7/7/1995	1521 Holmes Rd	Ypsilanti	Washtenaw
26	Clark #2119	0-0009879	(1) C-0381-94; 4/26/1994	601 S. Main Street	Ann Arbor	Washtenaw
27	Clark #2118	0-0009877	(1) C-0689-90; 2/23/1990 (2) C-0611-93; 5/20/1993	66 Six Mile Road	Whitmore Lake	Washtenaw
28	Clark #2117	0-0009876	(1) C-1110-89; 12/12/1989	7620 M-36	Hamburg	Livingston
29	Clark #2116	0-0010605	(1) C-0825-90; 5/9/1990 (2) C-1367-90; 7/27/1990	302 S. Lafayette St	South Lyon	Oakland
30	Jet Gas Station	00007368	(1) C-1464-85; Aug 10 1988	1225 S. Lapeer Rd	Oxford	Oakland

Attachment F

	Store #	Facility ID	Confirmed Release Number(s);Date(s)	Address	City	County
31	Hop-In #0528	00009906	(1) C-0422-94; May 9 1994	45230 Michigan Ave	Canton	Wayne
32	Richland Hop-In	00015680	(1) C-1265-85; Jul 22 1988	8205 North 32nd Street	Richland	Kalamazoo
33	Mid States Petroleum (sem)	00018380	(1) C-0650-89; Oct 6 1989	1427 N. Monroe St	Monroe	Monroe
34	Clark #2137 Hop In #0606	00005570	(1) C-0105-91; Jan 28 1991 (2) C-0950-92; Jun 30 1992	3650 S. State St	Ann Arbor	Washtenaw
35	Lamb & Lamb Clark #2115	00035071	(1) C-0694-91; Apr 23 1991	2450 W. Grand River Ave	Howell	Livingston
36	Hop-In #0614 Clark #2144	00015679	(1) C-0540-93; May 11 1993 (2) C-1212-92; May 28 1992 (3) C-0146-09; Oct 2 2009 (4) C-2114-90; Oct 19 1990	1329 104th Avenue	Plainwell	Allegan

