

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of
Motiva Enterprises, LLC, Pennzoil-Quaker State Company dba SOPUS Products,
and Jiffy Lube International, Inc.

CONSENT ORDER AND COOPERATIVE MULTI-SITE AGREEMENT

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CONSENT ORDER AND COOPERATIVE MULTI-SITE AGREEMENT

This Consent Order and Cooperative Multi-Site Agreement ("Agreement") is entered into this 16th day of September 2005, by and among the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department" or "DEP"), Motiva Enterprises, LLC ("Motiva"), Pennzoil-Quaker State Company dba SOPUS Products ("PQS"), and Jiffy Lube International, Inc. ("JLI").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Storage Tank and Spill Prevention Act, Act of July 6, 1989, P.L. 169, as amended, 35 P.S. §§ 6021.101-2104 ("Tank Act"); the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, 35 P.S. §§ 6026.101-6026.908 ("Act 2"); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1-691.1001 ("CSL"); the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended, 35 P.S. §§ 6018.101- 6018.1003 ("SWMA"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code"); and the regulations promulgated thereunder.

B. Motiva is a limited liability corporation organized and existing under the laws of Delaware, with a mailing address of 700 Milam Street, Houston, Texas 77002. Motiva is a joint venture between Shell Oil Company ("Shell") and Saudi Aramco, and as of the Effective Date, distributes petroleum products under the "Shell" and "Texaco" brands. PQS is a corporation organized and existing under the laws of Delaware, with a mailing address of 700 Milam Street, Houston, Texas 77002. Shell acquired PQS on October 1, 2002. PQS is a wholly-owned subsidiary of Shell. Since May 2003, PQS has been doing business under the fictitious name of "SOP US." JLI is a corporation organized and existing under the laws of Delaware, and is a subsidiary of and has the same mailing address as PQS. In this Agreement, Motiva, JLI and PQS may be collectively referred to as the "Settling Companies."

C. The Settling Companies own and operate, and formerly owned and operated, various storage tanks and/or storage tank facilities at gasoline service stations, third party locations such as car dealerships, and quick lubrication facilities at specific properties located in the Commonwealth of Pennsylvania. The stationary tanks, associated pipelines, fixtures, monitoring devices and other equipment at a gasoline service station, third party location or quick lubrication facility constitute a "storage tank facility" as that term is defined in 25 Pa. Code § 245.1.

D. The Settling Companies are an "Owner" and/or "Operator" of a "storage tank" containing a "regulated substance" as those terms are defined in 25 Pa. Code § 245.1. The Settling Companies are a "responsible party" as that term is defined in 25 Pa. Code § 245.1.

E. 25 Pa. Code § 245.304 requires that an owner or operator of storage tanks and storage tank facilities ("Facilities") perform an investigation where a release of a regulated substance is suspected to have occurred.

F. 25 Pa. Code § 245.309 requires that upon confirming that a reportable release occurred, a responsible party must perform a site characterization in accordance with the provisions of that regulation.

G. 25 Pa. Code § 245.310 requires that a responsible party prepare and submit a site characterization report to the Department within 180 days of reporting a reportable release. That report is required to contain a description of the activities undertaken to satisfy the requirements of 25 Pa. Code § 245.309. 25 Pa. Code § 245.310 requires that the site characterization report be complete, concisely organized and contain specific elements.

H. 25 Pa. Code §§ 245.311-245.313 require, under certain circumstances, responsible parties to prepare and implement remedial action plans and to submit to the Department remedial action plans and remedial action completion reports with respect to reportable releases.

I. The Settling Companies have investigated suspected releases at many of their Sites identified in Attachment A, and generally have notified DEP Regional Offices, by telephone and in writing, following the confirmation of a suspected release as required by 25 Pa. Code §§ 245.304 and 245.305.

J. The Settling Companies have failed to perform a complete site characterization and to submit a complete site characterization report satisfying the requirements of 25 Pa. Code §§ 245.309 and 245.310, for some Sites for which it confirmed a reportable release.

K. The Settling Companies' failure to comply with 25 Pa. Code §§ 245.309 and 245.310 constitutes unlawful conduct pursuant to 35 P.S. § 6021.1310; a public nuisance pursuant to 35 P.S. § 6021.1304; and subjects the Settling Companies to civil penalty liability under 35 P.S. § 6021.1307.

L. 35 P.S. § 6021.1310 provides that "The owner or operator of a storage tank and the land owner or occupier on whose land a storage tank is or was located shall not allow pollution resulting from, or a release to occur from, a storage tank." The Settling Companies have allowed pollution and releases to occur from some of their storage tanks.

M. The Settling Companies' allowance of pollution and releases to occur from some of their storage tanks constitutes unlawful conduct pursuant to 35 P.S. § 6021.1310; a public nuisance under 35 P.S. § 6021.1304; such allowance subjects the Settling Companies to civil penalty liability under 35 P.S. § 6021.1307.

N. The Settling Companies have allowed pollution and releases to occur at some or all of their Sites, contrary to 35 P.S. § 691.401. There is soil, groundwater and other environmental contamination at some or all of the Sites. The existing environmental contamination at the Facilities are conditions that create a danger of additional pollution of the waters of the Commonwealth within the meaning of Section 402 of the CSL, 35 P.S. § 691.402. Such conditions authorize the Department under Section 316 of the CSL, 35 P.S. § 691.316, to issue appropriate orders to the Settling Companies to correct the conditions at the Sites in keeping with Act 2's remediation standards. Such conditions are nuisances under the laws administered by the Department.

O. The CSL violations described in Paragraph N constitute unlawful conduct under 35 P.S. § 691.611, a statutory nuisance under 35 P.S. § 691.601; and subject the Settling Companies to civil penalty liability under 35 P.S. § 691.605.

P. The Settling Companies have developed a Master Plan for the Sites encompassed by the Agreement, which sets forth the Site Inventory List, timelines of anticipated future work phases and current status of Corrective Action at each Original Site. DEP has approved the Site Inventory List and the Master Plan. A copy of the Master Plan is attached to this Agreement as Attachment A.

After full and complete negotiation of all matters set forth in this Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by the Settling Companies as follows:

SECTION I – BACKGROUND

A. Authority. This Agreement is an Order of the Department authorized and issued pursuant to the Tank Act, particularly Sections 107 and 1309 thereof, 35 P.S. §§ 6021.107 and 6021.1309; the CSL, particularly Sections 5, 316, 402 and 610 thereof, 35 P.S. §§ 691.5, 691.316, 691.402 and 691.610; the SWMA, particularly Sections 104 and 602 thereof, 35 P.S. §§ 6018.104 and 6018.602; and 71 P.S. § 510-17.

B. Findings.

1. The Settling Companies agree that the findings in Paragraphs A through P, except for Paragraphs K, M and O, are true and correct. In any matter or proceeding involving any or all of the Settling Companies and the Department, the Settling Companies shall not challenge the accuracy or validity of these agreed findings.

2. The Parties do not authorize any other persons to use any findings in this Agreement in any matter or proceeding.

C. Scope of Agreement.

1. This Agreement applies to the Sites listed in the Master Plan.

2. In accordance with the timelines and schedules listed in the Settling Companies' Master Plan and in this Agreement, the Settling Companies will remediate the Sites in accordance with the environmental statutes and regulations referenced in Paragraph A on page 1 of this Agreement and all other applicable environmental statutes and regulations.

3. The Settling Companies shall complete a site characterization, submit a Site Characterization Report ("SCR"), and achieve a Remedy-in-Place at each Site listed in the Master Plan.

D. Definitions.

Unless otherwise expressly defined below, terms used in this Agreement shall have the meanings assigned to them by the Tank Act, and the regulations promulgated pursuant thereunder. Whenever the other terms listed below are used in this Agreement, the following definitions shall apply:

Annual Report: The Report required pursuant to Section II.D.

Corrective Action: The obligations of owners and operators of storage tanks and storage tank facilities and other responsible parties regarding releases of regulated substances that, as of the Effective Date, are set forth in Subchapter D of 25 Pa. Code, specifically 25 Pa. Code §§ 245.301 to 245.314.

Effective Date: The date that this Agreement is signed by all Parties.

Facilities: The storage tanks and storage tank facilities at a specific property listed in the Master Plan.

Master Plan: Attachment A to this Agreement, and subsequent revisions thereto as described in Section II.B.

New Site: A specific property at which a release of Regulated Substances occurs or is discovered after the Effective Date, (i) at which the Settling Companies have acknowledged that they have Corrective Action responsibility under the Tank Act, and (ii) which the Parties have added to the Master Plan.

Original Site: A specific property listed in Attachment A.

Paragraph: Each lettered paragraph on pages 1 – 3 (before Section I) of this Agreement.

Parties: The Department, Motiva, PQS and JLI.

Regulated Substance: A regulated substance as defined in the Tank Act.

Remedy-in-Place: The Settling Companies' achievement of either of the following, signifying completion of the commitment contained in Section I.C.3.

i. DEP approval of a remedial action completion report pursuant to 25 Pa. Code § 245.313; or

ii. DEP approval of a remedial action plan with an approved schedule of implementation; the Settling Companies' placement of all required engineering controls; and the Settling Companies' installation and beginning operation of all required remediation system hardware.

Site: An Original Site or a New Site.

E. Properties to Which This Agreement Is Applicable.

1. This Agreement applies to (a) Original Sites; and (b) other properties as the Parties mutually agree to add to the Master Plan. Original Sites are listed in the Master Plan under the "Original Site List." Other properties that may be added to this Agreement will be listed in a revised Master Plan under the "New Site List".

2. Properties that are added to the Master Plan after the Effective Date and any Original Sites at which there has been a new release of Regulated Substances shall be listed on the New Site List of the Master Plan. Except as otherwise provided in this Agreement, New Sites shall be governed by this Agreement, except that Section III.C.1. (Schedule of Work) will not apply. Rather, New Sites will be addressed in accordance with the time frames contained in the Corrective Action regulations under the

Tank Act. As provided in those Corrective Action regulations, the Settling Companies may request extensions of the applicable time frames, and DEP may grant the Settling Companies extensions of the applicable time frames in appropriate circumstances.

3. The Parties recognize that many of the Original Sites have or will have operating businesses. Some of those businesses involve the use or storage of Regulated Substances. As such, there is a risk that Regulated Substances may be released at these Original Sites during the time that the Settling Companies are performing Corrective Action.

4. If there is a new release of Regulated Substances at a Facility, the Parties shall, upon request, discuss the effect of the new release, if any, on the Settling Companies' planned Corrective Action. DEP shall expeditiously determine the appropriate approach for addressing Corrective Action with the person responsible for the new release of Regulated Substances. If the new release of Regulated Substances takes place at an Original Site, the affected Original Site may be removed from the Original Sites List and moved to the New Sites List, if warranted, based on the significance of the impact to the Settling Companies' Corrective Action. If removed, the affected Original Site will no longer be subject to Section III.C.1.

5. If, during a calendar year, there are a significant number of New Sites, the Settling Companies shall conduct site characterizations at such New Sites in accordance with the time frames within the Corrective Action regulations. As provided in those Corrective Action regulations, the Settling Companies may request extensions of the applicable time frames, and DEP may grant the Settling Companies extensions of the applicable time frames in appropriate circumstances. Thereafter, DEP or the Settling Companies may establish a process for categorizing the New Sites and establish a schedule for achieving a Remedy-in-Place at such New Sites.

SECTION II - PLANNING AND REVIEW PROCESS

A. Site Categorization.

The Settling Companies have developed the Original Site List by categorizing the Original Sites into 1 of 5 categories based on the Settling Companies' evaluation of currently available data and professional judgment considering impacts on the environment, on persons other than the Settling Companies and otherwise. The 5 categories in Attachment A are the following:

Category A: Active remediation has already been implemented;

Category B: Site characterization reports will be completed by December 31, 2005. A remedy-in-place will be implemented by July 31, 2006;

Category C: Site characterization reports will be completed by December 31, 2006. A remedy-in-place will be implemented by July 31, 2007;

Category D: Site characterization reports will be completed by September 30, 2007. A remedy-in-place will be implemented by April 30, 2008;

Category E: Site is either in post-remedial groundwater compliance monitoring or no further action is required by this Agreement.

B. Master Plan.

1. Attachment A shall serve as the Settling Companies' Master Plan for all of the Original Sites.
2. Attachment A and Section II.A. set forth the timelines of anticipated future work phases and current status of Corrective Action at each Original Site.
3. On an annual basis, the Settling Companies shall revise the Master Plan to reflect any changes in anticipated future work phases. The revised Master Plan shall be a red-lined version of the preceding Master Plan, showing all proposed changes.
4. The Settling Companies shall provide the revised Master Plan and the reasons for the proposed changes to the DEP at least 45 days prior to the Annual Meeting referenced in Section II.C., unless the parties agree to another time frame.
 - a. At least 15 days before the Annual Meeting, DEP shall provide the Settling Companies, in writing, with any comments DEP has on the revised Master Plan. Those comments will be discussed and resolved at the Annual Meeting. The Settling Companies and DEP will strive to finalize the Master Plan at the Annual Meeting.
 - b. If the comments furnished by the DEP change the content of the revised Master Plan in any substantive manner, the Settling Companies shall provide the DEP with another revised Master Plan within 30 days after the Annual Meeting.
 - c. Within 30 days of the receipt of the revised Master Plan, the DEP shall provide the Settling Companies, in writing, with any comments the DEP has on the revised Master Plan. If the DEP does not provide written comments to the Settling Companies or request an extension of time within the 30-day review period, the DEP shall be deemed to have approved the revised Master Plan.
 - d. The cycle of review and revision (and the associated timeframes) described in this Section shall continue until the DEP approves the revised Master Plan. DEP approval of the revised Master Plan shall be in the form of a written response indicating the DEP's approval or DEP's failure to provide a written response with the timeframe described in this Section. However, the Parties acknowledge that DEP's written approval is the preferred method for providing approval under this Agreement.
 - e. Within 30 days after receiving DEP approval, the Settling Companies shall provide DEP with a final revised Master Plan.
4. Where circumstances or conditions warrant, the Settling Companies and DEP Regional Project Managers may agree in writing to diverge from the Master Plan; provided, however, such changes will not relieve the Settling Companies of meeting the time deadlines in this Agreement. The Parties may address emergency situations at any time.

C. Annual Meeting.

1. The Settling Companies and DEP shall hold Annual Meetings on the last Wednesday in March of each year, unless otherwise agreed to by the Parties. Attendees shall, at a minimum, include representatives from DEP project management and representatives from the Settling Companies' project management. Other attendees, including the Settling Companies and DEP senior management, as

necessary, may be invited to participate, as appropriate. Attendees shall have the authority to discuss and resolve any issues associated with proposed revisions to the Master Plan.

2. At the Annual Meeting, the Parties shall:

- a. Review and attempt to finalize any revisions to the Master Plan;
- b. Review accomplishments in the previous calendar year;
- c. Review specific Sites that may be of particular interest to any of the Parties;
- d. Review and analyze any specific issues or disputes that arose during the previous year; and
- e. Consider possible modifications to this Agreement.

D. Annual Report.

1. The Settling Companies shall issue an Annual Report that (i) highlights and summarizes the annual accomplishments under this Agreement, (ii) provides an assessment of progress in achieving the goals and objectives of this Agreement, (iii) highlights any successes, cost savings, and innovations implemented, and (iv) describes any divergence from the Master Plan.

2. a. The Settling Companies shall provide the draft Annual Report to DEP by the end of February of the following year.

b. Within 45 days of receiving the draft Annual Report, the DEP shall review the draft Annual Report and provide written comments to the Settling Companies, if any. If the DEP does not provide written comments to the Settling Companies within the 45-day period or request an extension of the review timeframe, the DEP shall be deemed to agree with the draft Annual Report.

c. Within 30 days of receiving comments from the DEP on the draft Annual Report, the Settling Companies shall incorporate or otherwise address those comments. If the comments furnished by the DEP change the content of the draft Annual Report in any substantive manner, the Settling Companies shall provide the DEP with another draft Annual Report for review within the 30-day time period.

d. The cycle of review and revision (and the associated timeframes) described in this Section shall continue until the DEP agrees with the draft Annual Report. DEP agreement with the draft Annual Report shall be in the form of a written response indicating the DEP's agreement or DEP's failure to provide a written response with the timeframe described in this Section. However, the Parties acknowledge that DEP's written approval is the preferred method for providing approval under this Agreement.

E. Additional Meetings. At the request of any Party, the Department and the Settling Companies shall meet as necessary to discuss implementation of the Master Plan or any other issue regarding Corrective Action at any Site that arises during the course of this Agreement.

SECTION III - IMPLEMENTATION

A. Project Management.

1. DEP Project Management.

a. DEP shall designate sufficient Regional Staff to handle all Sites under this Agreement. The designated Regional Staff will serve to provide the Settling Companies with single points of contact and will be empowered by the DEP to oversee the portfolio of Sites in the respective DEP regions and other Sites assigned to them from any of the other DEP regions within the Commonwealth of Pennsylvania.

b. Where the designated Regional Staff is overseeing a Site located outside the jurisdiction of his or her Regional Office, the Settling Companies shall also submit all site-specific assessment plans, designs, schedule details and pertinent information to the appropriate Regional Office.

c. The designated Regional Staff shall be responsible for conducting work in a manner which supports the goals of this Agreement. These roles and responsibilities include, but are not limited to:

- i. Attending regular project management meetings with the Settling Companies' project managers or representatives, including the Settling Companies' consultants;
- ii. Reviewing, commenting on, and approving or disapproving, as appropriate, various required document submittals;
- iii. Communicating with the Settling Companies consultants, as needed, to address issues at Sites;
- iv. Approving Remedy-in-Place documentation.

d. DEP Central Office Staff shall coordinate proposed revisions to the Master Plan and shall address policy and project management concerns.

2. The Settling Companies' Project Management.

a. The Settling Companies shall designate project management staff for all Sites under this Agreement.

b. The designated Settling Companies' staff shall be responsible for conducting work in a manner which supports the goals of this Agreement. These roles and responsibilities include, but are not limited to:

- i. Attending regular project management meetings with DEP Project Managers or representatives;
- ii. Acting as a point of contact for the DEP; and
- iii. Communicating with DEP Project Managers and the Settling Companies' consultants concerning Corrective Action.

B. Document Submissions.

1. All data submitted by the Settling Companies for Sites under this Agreement shall be submitted in written form, unless agreed otherwise.

2. The Parties shall endeavor to develop a mutually acceptable format for submitting data in an electronic format.

C. Schedule of Work.

1. The Settling Companies shall follow the timelines and schedules for site characterization and site remediation set forth in the Master Plan and in Section II.A.

2. The Department will review the SCRs submitted for each Site. The Department will respond in writing to the SCRs consistent with 25 Pa. Code §§ 245.310 (c)(1)-(4) and (6) [for Sites where the Settling Companies are proposing an Act 2 site-specific standard] and consistent with §§ 245.311(b)(1) – (4) and (6) [for Sites where the Settling Companies are proposing an Act 2 background or statewide health standard]. In accordance with 25 Pa. Code § 245.310 (d) and 245 Pa. Code § 245.311(e), if the Department does not respond, in writing, within the allotted time, the report shall be deemed approved, unless the Parties agree, in writing, to an alternative time frame.

3. For a Site where the Settling Companies have selected an Act 2 background or statewide health standard, the Settling Companies, within 45 days after their submission of the SCR, shall submit a Remedial Action Plan (“RAP”), if appropriate for that Site, that complies fully with the requirements of 25 Pa. Code § 245.311. For a Site where the Settling Companies have proposed an Act 2 site-specific standard, the Settling Companies, within 45 days after written approval of a SCR by the Department, shall submit a Remedial Action Plan (“RAP”) that complies fully with the requirements of 25 Pa. Code § 245.311. Pending the Department’s review of the RAP, the Settling Companies shall continue to operate any existing remedial measures. The RAP may include, but is not limited to, remedial measures designed to supplement or enhance the existing interim remedial system, if applicable. Upon written approval of the RAP by the Department, the Settling Companies shall implement the RAP according to the time schedule contained in the RAP. Notwithstanding the expiration of this Agreement on April 30, 2008, the Settling Companies shall continue to implement the RAP for each Site until the Settling Companies demonstrate attainment of the appropriate Act 2 cleanup standard(s), as set forth in the approved RAP for each Site.

4. The Department will review all RAPs and respond in writing to the RAPs. The written responses shall be consistent with 25 Pa. Code § 245.311 (c) 1-4, 6. In accordance with 25 Pa. Code § 245.311 (e) and (f), if the Department does not respond, in writing, within the allotted time, the report shall be deemed approved, unless the Parties agree, in writing, to an alternative time frame.

5. For each Site, the Settling Companies shall submit a Remedial Action Completion Report (“RACR”) within 6 months following achievement of the cleanup standard in the approved SCR and/or RAP for that Site. The RACR shall comply with the requirements of 25 Pa. Code § 245.313. In accordance with 25 Pa. Code § 245.313 (d), if the Department does not respond, in writing, within the allotted time, the report shall be deemed approved, unless the Parties agree, in writing, to an alternative time frame.

6. In the event the Department requires additional information to review any submission required by this Agreement, the Settling Companies shall submit the requested information within the time set forth in the Department’s written request, which time shall be a reasonable time.

7. If a Remedy-in-Place has been achieved for a Site, the Settling Companies shall continue to perform Corrective Action at that Site in accordance with the requirements of Act 2 and the Tank Act, as appropriate. Notwithstanding the expiration of this Agreement on April 30, 2008, the Settling Companies shall continue to perform such Corrective Action until the Settling Companies demonstrate

attainment of the appropriate Act 2 cleanup standard(s), as set forth in the approved SCR and/or RAP for each Site.

8. As contemplated by the Tank Act, particularly 35 P.S. §§ 1302(a) and 1309, and 25 Pa. Code §§ 245.303, 245.311 and 245.312, any of the Parties may propose changes to any approved RAP. Such changes may be proposed when any of the Parties has reasonably determined that continued implementation of the RAP is unlikely to lead to attainment of an appropriate Act 2 cleanup standard within a reasonable period of time. The Department reserves its right to direct that such changes be made, and the Settling Companies reserves the right to challenge any action that the Department may take to require those changes.

D. Submissions.

1. All work plans, reports, notices, inquiries, correspondence, and other documents ("Submissions") relating to this Agreement and the implementation of its terms shall be sent in writing to the individuals serving as Designated Contacts for the Settling Companies and the Department, as identified in Attachment B. Submissions that are specifically required by the Tank Act or Act 2 shall be clearly identified as such on the document title page and accompanying transmittal correspondence.

2. All Submissions relating to this Agreement shall be transmitted in their entirety by first class mail, overnight delivery, facsimile, certified mail or hand delivery or with prior approval of the Department for specific documents, electronically. Any Submission under this Agreement shall be deemed to have been submitted on the date that the party sends the submission, or as otherwise provided by the Uniform Electronic Transactions Act of December 16, 1999; P.L. 971, No. 69, 73 P.S. §2260.101 et seq.

3. Any time period specified in this Agreement within which a specific requirement is to be met shall begin to run on the date that the Settling Companies or the Department, as appropriate, receives a Submission requiring the next action.

4. All certifications that are subject to 25 Pa Code §§ 250.204, 250.312, and 250.408, or that are subject to The Engineering, Land Surveyor and Geologist Registration Law (Act 367 of May 23, 1945, amended December 16, 1992), P.L. 913, which are required as part of a Submission under this Agreement, the Tank Act or Act 2, shall be done by a licensed professional engineer or licensed professional geologist registered in the Commonwealth of Pennsylvania. Required submissions not subject to Act 367 or 25 Pa. Code §§ 250.204, 250.312, or 250.408 shall be completed by a qualified employee, consultant, or representative of the Settling Companies accompanied by an affidavit setting forth the qualifications of the person making the affidavit and describing the review process used. All affidavits shall include a certification under penalty of law as provided by 18 Pa. C.S. § 4904.

E. Notices.

1. By telephone or e-mail, the Settling Companies shall notify the Department a minimum of 7 days prior to the commencement of any significant fieldwork (e.g., large soil excavations, monitoring well installations and tank removals) at each Site.

2. The Department shall make reasonable efforts to inform the Settling Companies in writing of any change to the Department's Technical Guidance Manual for Act 2 or other pertinent policies to the extent that any such change is relevant to the activities of the Settling Companies under this Agreement.

F. Permits and Other Applicable Requirements at Sites.

1. The requirement for State or local permits or permit revisions for remediation activities undertaken entirely onsite and undertaken in accordance with Act 2, shall be governed by the requirements of Act 2 in 35 P.S. § 6026.902.

2. To the extent that a State or local permit or permit revision is not required pursuant to 35 P.S. § 6026.902, the Settling Companies shall satisfy the substantive requirements of the applicable permit, including any performance standards.

G. Civil Penalty Settlement.

1. Within 28 days of the Effective Date of this Agreement, the Settling Companies shall pay a civil penalty of \$212,000.00. This payment is in settlement of the Department's claim for civil penalties for the violations set forth in Paragraphs J, K, L, M, N and O, above, for the Sites in Attachment A.

2. The payment shall be made by corporate check or the like and made payable to Commonwealth of Pennsylvania-Storage Tank Fund and sent to Mr. Kenneth Beard, PA Department of Environmental Protection, Division of Remediation Services, 14th Floor RCSOB, P.O. Box 8471, Harrisburg, PA 17105-8471.

H. Stipulated Civil Penalties.

1. Except as set forth below in Section III.H.4., in the event the Settling Companies fail to comply in a timely manner with any term or provision of this Agreement, the Settling Companies shall be in violation of this Agreement and, in addition to other applicable remedies, shall pay a civil penalty in the amount of \$500.00 per day per violation.

2. Stipulated civil penalty payments shall be payable monthly on or before the 15th day of each succeeding month, and shall be forwarded as described in Section III.G.2. (Civil Penalty Settlement).

3. Any payment under this Paragraph shall neither waive the Settling Companies' duty to meet their obligations under this Agreement nor preclude the Department from commencing an action to compel the Settling Companies' compliance with the terms and conditions of this Agreement. The payment resolves only the Settling Companies' liability for civil penalties arising from the violation of this Agreement for which the payment is made.

4. At any Site, the Settling Companies shall not owe stipulated civil penalties for not meeting the schedule in Section II.A. for submission of SCRs for that Site, unless the Settling Companies also does not meet the schedule for the Remedy-in-Place for that Site.

I. Additional Remedies.

1. In the event the Settling Companies fail to comply with any provision of this Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Agreement.

2. The remedies provided by this Section and Section III.H. (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a

stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

J. Reservation of Rights.

The Department reserves the right to require additional measures at any Site to achieve compliance with applicable law. The Settling Companies reserve the right to challenge any action that the Department may take to require those measures.

K. Liability of Settling Companies.

The Settling Companies shall be liable for any violations of this Agreement, including those caused by, contributed to, or allowed by their officers, agents, employees, or contractors.

L. Effect on Existing Obligations.

This Agreement clarifies and restates the Corrective Action obligations of the Settling Companies with respect to releases of Regulated Substances at the Sites in the Master Plan. The Parties intend and expect that compliance with this Agreement by the Settling Companies will result in compliance by the Settling Companies with the Tank Act and the other environmental statutes and regulations referenced in Paragraph A. Except to the extent inconsistent with this Agreement, this Agreement is not intended nor may it be construed to relieve or limit the obligations of the Settling Companies to comply with any existing or subsequent statute, regulation, permit, or order. In addition, nothing set forth in this Agreement is intended, or shall be construed, to authorize any violation of any statute, regulation, order, or permit issued or administered by the Department.

SECTION IV - SITE OWNERSHIP AND TRANSFER

A. Access to Property Not Owned by the Settling Companies.

1. The Settling Companies shall use reasonable efforts in a timely manner to obtain and/or maintain written access for themselves and their contractors to Sites or other property not owned by the Settling Companies where Corrective Action activity is required. Reasonable efforts do not require payment of rent or other access fees for access to property.

a. The Settling Companies shall make their request for access in writing. If the Settling Companies (i) have not received a response to a written access request within 30 days after submittal, (ii) have received a negative response to an access request, or (iii) determine in good faith that access negotiations will not be successful, the Settling Companies shall notify DEP, in writing, regarding the Settling Companies' access issue ("Notification Letter"). The Settling Companies also shall provide a Notification Letter to DEP in the event that previously-granted access is subsequently denied and reasonable access cannot be reestablished.

b. When submitting a Notification Letter, the Settling Companies shall provide DEP with a copy of prior access requests, return receipts, and any responses received from an owner of a Site or another property.

2. The Department shall provide reasonable assistance to the Settling Companies in addressing the Settling Companies' access issue. If, despite DEP's reasonable efforts, the Settling Companies and DEP cannot obtain access within 90 days from the date of the Settling Companies'

Notification Letter to DEP, the Parties shall establish an alternative mechanism for completing Corrective Action.

B. Buyer-Seller Agreements.

If the Settling Companies enter into a Buyer-Seller Agreement involving one of the Original Sites, that Original Site shall continue to be governed by the provisions of this Agreement. However, that Original Site shall no longer be covered by Section III.C. Rather, the Corrective Action schedule in the Buyer-Seller Agreement shall govern Corrective Action at that Original Site.

C. Transfer of Sites.

1. The duties and obligations under this Agreement shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in any Site or any part thereof.

2. If the Settling Companies intend to transfer any legal or equitable interest in all or a portion of any Site covered by this Agreement, the Settling Companies shall serve a copy of this Agreement upon the prospective transferee of the legal and equitable interest at least 30 days prior to the contemplated transfer and shall simultaneously inform the applicable Regional Office and the designated contact of the Department under this Agreement of such intent.

3. The Department in its sole discretion may agree to modify or terminate the Settling Companies' duties and obligations under this Agreement upon transfer of a Site. The Settling Companies waive any right that they may have to challenge the Department's decision in this regard.

SECTION V - OVERSIGHT

A. Department Oversight.

1. The Department's Central Office shall coordinate the overall implementation of Department oversight under this Agreement. It, along with the Regional Project Managers, shall be responsible for reviewing the Master Plan, monitoring the Settling Companies' attainment of scheduled goals, and reviewing the overall program to maximize the benefits to human health and the environment. The goal of Central Office's oversight is to minimize the impact of regional staffing limitations, maintain consistency throughout the program, utilize Departmental resources in an effective and efficient manner, and to avoid unnecessary delays in the implementation of this Agreement.

2. The Department's Regional Office in which a Site addressed under this Agreement is located shall be responsible for the monitoring and oversight of the Site. The Settling Companies shall submit all correspondence regarding work plans, reports, notices, and other documents related to particular Sites in a certain DEP Region to the designated contact for the appropriate Regional Office.

3. The Department may contract with a qualified consultant to provide oversight of any activities at a Site.

B. Reimbursement of Oversight Costs.

1. DEP will incur costs in connection with the oversight of this Agreement, in keeping with 35 P.S. § 6021.1302.

2. In satisfaction of DEP claims for oversight costs that DEP may or will incur through April 30, 2008, in connection with this Agreement, the Settling Companies collectively shall pay to DEP \$195,000.00 by April 30 of each year (2006, 2007 & 2008) of this Agreement. The Department shall track the hours expended by Department personnel with respect to this Agreement. Annually, by April 15 of each year (2006, 2007 & 2008) of this Agreement, the Department shall provide a written report to the Settling Companies of such hours expended during the 12-month period ending in February. The Settling Companies shall forward those 3 payments of oversight costs in the manner stated in Section III.G.2. (Civil Penalty Settlement).

SECTION VI - DISPUTE RESOLUTION

A. Dispute Resolution and Appeals.

1. In the event of any dispute arising under this Agreement, the Settling Companies and DEP agree to attempt to resolve the dispute as follows:

a. If a dispute arises concerning individual Sites, the Settling Companies' designated officer and the applicable DEP project officer and Environmental Cleanup Program Manager, as appropriate, shall attempt in good faith to resolve the dispute through negotiation. If the Parties are unable to resolve the dispute within 15 days, any Party may initiate dispute resolution.

b. To initiate dispute resolution, the Settling Companies shall send written notice to the Department within 20 days following the 15-day negotiation period. The Settling Companies shall have an additional 10 days to provide the Department with a written list of objections to the decision in dispute, the relevant facts, analysis and opinions and other supporting data ("Statement of Position"). The Department shall have 20 days to provide its Statement of Position.

c. Within the 30 day period following the receipt of the Department's Statement of Position, the Settling Companies' designated officer and DEP's Chief of Remediation Services shall confer in an attempt to resolve the dispute. They shall be able to invite other representatives of the Parties to discuss disputes. In the event the Parties are unable to resolve the dispute within this period, the Statements of Position shall be provided to the applicable DEP Regional Director to issue a final decision resolving the dispute.

d. The Settling Companies and the Department may, by mutual agreement, extend any deadlines contained in this Dispute Resolution process.

e. During the time that any dispute is subject to the dispute resolution process, the Settling Companies may choose not to perform any of the actions in dispute or any actions reasonably related to or affected by the dispute. The Settling Companies shall be entitled to relief from any stipulated penalty applicable to the Site(s) and action(s) that are the subject of the dispute for a period of time not to exceed the actual time taken to resolve the dispute, or as otherwise agreed by the Parties.

f. Following resolution of any such dispute, Section III.H. (Stipulated Civil Penalties) shall apply if the Settling Companies fail to implement the activity under dispute (and resolved) following resolution of the dispute.

B. Decisions Under This Agreement.

Any decision that the Department makes under this Agreement is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection that the

Settling Companies may have to a decision will be preserved until the Department enforces this Agreement.

SECTION VII - TERM

A. Effective Date and Duration.

This Agreement will be effective on the date that this Agreement is signed by all Parties ("Effective Date"). Except as otherwise provided in this Agreement, the obligations of the Parties under this Agreement will terminate on April 30, 2008. The obligations of the Parties under Sections , III.C.3. III.C.5., III.C.7. and III.C.8. shall continue until the Settling Companies demonstrate attainment of one or more of the Act 2 environmental cleanup standards at all Sites.

B. Modifications.

No changes, additions, modifications, or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties.

C. Extension.

This Agreement may also, after the effective end date, be extended by agreement of the Parties.

SECTION VIII - COMMUNICATIONS AND NOTICE

A. Communications with the Department.

1. All correspondence with the DEP concerning this Agreement will be addressed in accordance with the contact information contained in Attachment B (Contact Information).

2. All correspondence, work plans, reports, notices and other documents related to specific Facilities will be addressed to the applicable regional ECP Manager or the designated DEP Regional staff person as set forth in Section III.A. (Project Management).

B. Communications with the Settling Companies.

1. All general correspondence concerning this Agreement will be addressed in accordance with the contact information contained in Attachment B (Contact Information).

2. All correspondence, work plans, reports, notices and other documents related to specific Facilities will be addressed to the applicable project manager of the Settling Companies as set forth in Section III.A. (Project Management).

C. Changes to Contact Information.

Any Party may designate a different address for receiving documents, notices and other information by giving at least 10 days' written notice to all other Parties. The written notice shall include an updated Attachment B (Contact Information).

SECTION IX - MISCELLANEOUS

A. Force Majeure.

1. In the event that the Settling Companies are prevented from complying in a timely manner with any time limit imposed in this Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond the Settling Companies' control and which the Settling Companies, by the exercise of all reasonable diligence, are unable to prevent, then the Settling Companies may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Agreement shall not constitute circumstances beyond the Settling Companies' control. The Settling Companies' economic inability to comply with any of the obligations of this Agreement shall not be grounds for any extension of time.

2. The Settling Companies shall only be entitled to the benefits of this Section if they notify the Department within 15 days by telephone and within 30 days in writing of the date they become aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a letter specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by the Settling Companies to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within 10 days of its submission. The Settling Companies' failure to comply with the requirements of this Section specifically and in a timely fashion shall render this Section null and of no effect as to the particular incident involved.

3. Within 15 days after the Settling Companies submit a written notification under this Section, the Department will decide, in writing, whether to grant or deny all or part of the extension requested on the basis of all documentation submitted by the Settling Companies and other information available to the Department. The Department's decision may be submitted to Dispute Resolution under Section VI. (Dispute Resolution).

4. The Settling Companies shall have the burden of proof as to the justification for an extension of time and the length of such extension of time under this Section, both to the Department and in the event that compliance with the terms and conditions of this Agreement becomes an issue in any subsequent action. Such burden of proof shall be by preponderance of the evidence.

B. Department Right to Take or Require Action.

Nothing in this Agreement will prevent DEP from taking action or requiring the Settling Companies to take such action at any Site where the DEP determines that any condition on, at or from a Site poses a threat to human health or the environment. Nothing in this Agreement will prevent the Department from seeking to recover its costs for such actions under applicable laws. Nothing in this Agreement precludes the Department's actions to enforce compliance with statutes and regulations where any condition on, at or from the Site poses immediate harm or threat of harm to public health or the environment.

C. Severability.

The Sections of this Agreement shall be severable and should any part hereto be declared invalid or unenforceable, the remainder shall continue in full force and effect between the Parties.

D. Entire Agreement.

This Agreement shall constitute the entire integrated agreement among the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

E. Attorney Fees.

Each of the Parties shall bear their respective attorney fees, expenses and other costs in this matter or any related matters, arising prior to the Effective Date of this Agreement.

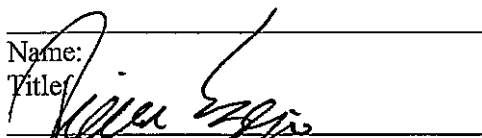
F. Titles.

A title used at the beginning of any Section or Paragraph of this Agreement may be used to aid in the construction of that Section or Paragraph, but shall not be treated as controlling.

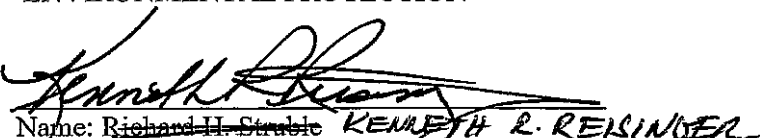
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Settling Companies certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Agreement on behalf of the Settling Companies; that the Settling Companies consent to the entry of this Agreement as a final ORDER of the Department; and that the Settling Companies hereby knowingly waive their rights to appeal this Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by The Settling Companies' attorney certifies only that the Agreement has been signed after consulting with counsel.


FOR: MOTIVA ENTERPRISES, L.L.C.,
PENNZOIL-QUAKER STATE COMPANY,
JIFFY LUBE INTERNATIONAL, INC.


Name: Bert Molina
Title: Motiva - Manager Regulatory Affairs


Name: Pierre M. Espejo
Title: Senior Counsel
Shell oil Company

FOR: THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION


Name: ~~Richard H. Struble~~ KENNETH R. REISINGER
Title: Director, Bureau of Waste Management


Name: Michael D. Buchwach
Title: Assistant Counsel

D. Entire Agreement.

This Agreement shall constitute the entire integrated agreement among the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

E. Attorney Fees.

Each of the Parties shall bear their respective attorney fees, expenses and other costs in this matter or any related matters, arising prior to the Effective Date of this Agreement.

F. Titles.


A title used at the beginning of any Section or Paragraph of this Agreement may be used to aid in the construction of that Section or Paragraph, but shall not be treated as controlling.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Settling Companies certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this Agreement on behalf of the Settling Companies; that the Settling Companies consent to the entry of this Agreement as a final ORDER of the Department; and that the Settling Companies hereby knowingly waive their rights to appeal this Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by The Settling Companies' attorney certifies only that the Agreement has been signed after consulting with counsel.


MOTIVA ENTERPRISES LLC


Name:
Title:

THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

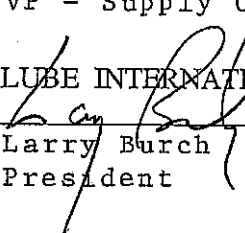

Name: ~~Richard H. Dumble~~ KENNETH R. REISINGER
Title: Director, Bureau of Waste Management

PENNZOIL-QUAKER STATE COMPANY
dba SOPUS Products


Name: William Records
Title: VP - Supply Chain


Name: Michael D. Buchwach
Title: Assistant Counsel

JIFFY LUBE INTERNATIONAL, INC


Name: Larry Burch
Title: President

Attachment A

Original Site List		Attachment A						
SHELL LOCATION NO	SHELL INCIDENT NUMBER	Address	City	AGENCY INCIDENT NUMBER	PADEP Region	Parent Company	Priority Category	Priority Category Description
100256	96925129	900 North Bethlehem Pike	Ambler	48-21012	SE	Motiva	A	Active Remediation has already been implemented and is on-going
3047	97608796	204 E. Klitnanning Street	Butler	10-90993	NW	PQS	A	Active Remediation has already been implemented and is on-going
100284	88870457	4247 West Swamp Road	Doylestown	09-21032	SE	Motiva	A	Active Remediation has already been implemented and is on-going
100322	97259208	1807 Easton Road	Doylestown	09-31792	SE	Motiva	A	Active Remediation has already been implemented and is on-going
3030	97608792	1401 East Lake Road	Erie	6-25-1-802	NW	PQS	A	Active Remediation has already been implemented and is on-going
100258	97199435	5324 Lincoln Highway (Route 30)	Gap	36-21014	SC	Motiva	A	Active Remediation has already been implemented and is on-going
100296	95924891	Pine Street(Route 413) & Maple Avenue (Route 213)	Langhorne	09-21090	SE	Motiva	A	Active Remediation has already been implemented and is on-going
3109	97608786	2702 Wilmington Avenue	New Castle	37-01190	NW	PQS	A	Active Remediation has already been implemented and is on-going
5135	97608774	Route 8	Rouseville	61-01226	NW	PQS	A	Active Remediation has already been implemented and is on-going
100343	97533741	318 South 3rd Street	Coopersburg	39-21080	NE	Motiva	B	Remedial Actions Implemented by July 2006
100257	97536580	376 West Uwchlan Avenue (Route 113)	Downingtown	15-21013	SE	Motiva	B	Remedial Actions Implemented by July 2006
100253	97924036	655 West Germantown Pike	East Norriton	46-21011	SE	Motiva	B	Remedial Actions Implemented by July 2006
100366	97199432	4612 Jonestown Road	Harrisburg	22-21065	SC	Motiva	B	Remedial Actions Implemented by July 2006
100363	97199433	301 Colonial Road	Harrisburg	22-21057	SC	Motiva	B	Remedial Actions Implemented by July 2006
100239	91881679	2401 Bethlehem Pike	Hatfield	09-43867	SE	Motiva	B	Remedial Actions Implemented by July 2006
3050	97605518	3229 East State Street	Hermitage	43-01191	NW	PQS	B	Remedial Actions Implemented by July 2006
100296	91883879	8601 New Falls Road	Levittown	09-21092	SE	Motiva	B	Remedial Actions Implemented by July 2006
100266	97371896	900 Welsh Road	Maple Glen	46-21019	SE	Motiva	B	Remedial Actions Implemented by July 2006
3019	97608788	Mars/Valencia Road	Mars	10-20084	NW	PQS	B	Remedial Actions Implemented by July 2006
100362	97199430	4840 Old Gettysburg Road	Mechanicsburg	21-21050	SC	Motiva	B	Remedial Actions Implemented by July 2006
3071	97608784	Smedley Street	North East	25-01259	NW	PQS	B	Remedial Actions Implemented by July 2006
100218	94924272	8965 Ridge Avenue	Philadelphia	51-09763	SE	Motiva	B	Remedial Actions Implemented by December 2006
100328	97057629	400 Baltimore Pike	Springfield	23-21103	SE	Motiva	B	Remedial Actions Implemented by July 2006

Attachment A

Original Site List		Attachment A						
SHELL LOCATION NO	SHELL INCIDENT NUMBER	Address	City	AGENCY INCIDENT NUMBER	PADEP Region	Parent Company	Priority Category	Priority Category Description
100289	97163612	23 East Woodland Avenue	Springfield	23-21037	SE	Motiva	B	Remedial Actions Implemented by July 2006
100283	97359414	3455 Lincoln Highway (Route 30)	Thomdale	15-21031	SE	Motiva	B	Remedial Actions Implemented by July 2006
3036	97605491	717 West Central Avenue (Route 27)	Titusville	20-13724	NW	PQS	B	Remedial Actions Implemented by July 2006
3017	97608768	Main & East Freemont Streets	Townville	20-20104	NW	PQS	B	Remedial Actions Implemented by July 2006
3113	97605492	101 North Gallatin Avenue	Uniontown	26-20078	SW	PQS	B	Remedial Actions Implemented by July 2006
100316	97359415	400 West Street Road	Warminster	09-42496	SE	Motiva	B	Remedial Actions Implemented by July 2006
100250	97397125	818 South High Street	West Chester	15-21009	SE	Motiva	B	Remedial Actions Implemented by July 2006
100286	97266065	1135 York Road	Willow Grove	46-21034	SE	Motiva	B	Remedial Actions Implemented by July 2006
100350	97176931	2544 West Emmaus Avenue	Allentown	39-21072	NE	Motiva	C	Remedial Actions Implemented by July 2007
3101	97608789	401 Philadelphia Street	Indiana	32-20079	SW	PQS	C	Remedial Actions Implemented by July 2007
100243	90879888	371 Butler Pike	Ambler	43-43866	SE	Motiva	C	Remedial Actions Implemented by July 2007
100364	97172273	3635 Simpson Ferry Road	Camp Hill	21-21052	SC	Motiva	C	Remedial Actions Implemented by July 2007
100361	97199425	1236 Harrisburg Pike	Carlisle	21-21049	SC	Motiva	C	Remedial Actions Implemented by July 2007
100213	97156555	2200 East Lincoln Highway	Coatesville	15-09888	SE	Motiva	C	Remedial Actions Implemented by July 2007
3043	97608795	110 West Adams Street (Franklin & Adams Streets)	Cochranon	20-91442	NW	PQS	C	Remedial Actions Implemented by July 2007
3104	97608783	Hayday Run Road (Route 428) & Warren Road	Dempseytown	None	NW	PQS	C	Remedial Actions Implemented by July 2007
100268	97371895	902 Jenkintown Road	Elkins Park	46-21021	SE	Motiva	C	Remedial Actions Implemented by July 2007
100347	97359411	1137 Chestnut Street	Emmaus	39-21076	NE	Motiva	C	Remedial Actions Implemented by July 2007
3098	97608743	1501 West 26th Street	Erie	25-20073	NW	PQS	C	Remedial Actions Implemented by July 2007
3094	97605516	3116 West 26th Street	Erie	25-20069	NW	PQS	C	Remedial Actions Implemented by July 2007
3112	97605517	731 South Main Street	Greensburg	65-01194	SW	PQS	C	Remedial Actions Implemented by July 2007
100357	97318470	112 North Mountain Road	Harrisburg	22-21046	SC	Motiva	C	Remedial Actions Implemented by July 2007
100290	97359417	287 Holland Road	Holland	09-43867	SE	Motiva	C	Remedial Actions Implemented by July 2007
100355	97199424	1101 West Governor Road	Hummelstown	22-21045	SC	Motiva	C	Remedial Actions Implemented by July 2007
281	97605519	590 DeKalb Pike	King of Prussia	46-40535	SE	JLI	C	Remedial Actions Implemented by July 2007
100282	97384782	540 West DeKalb Pike	King of Prussia	46-21016	SE	Motiva	C	Remedial Actions Implemented by July 2007
100263	97421840	1740 Summeytown Pike	Kulpsville	46-21018	SE	Motiva	C	Remedial Actions Implemented by July 2007
100295	97461374	780 Valley Forge Road	Lansdale	46-21099	SE	Motiva	C	Remedial Actions Implemented by July 2007

Attachment A

Original Site List	SHELL INCIDENT NUMBER	Address	City	AGENCY INCIDENT NUMBER	PADEP Region	Parent Company	Priority Category	Priority Category Description
100358	97199426	Routes 11/15 & Erford Road	Lemoyne	21-21054	SC	Motiva	C	Remedial Actions Implemented by July 2007
100233	97421837	7011 New Falls Road	Levittown	09-21003	SE	Motiva	C	Remedial Actions Implemented by July 2007
100363	97199429	6573 Carlisle Pike	Mechanicsburg	21-31445	SC	Motiva	C	Remedial Actions Implemented by July 2007
3001	97608787	200 Dry Run Road	Monongahela	63-20057	SW	PQS	C	Remedial Actions Implemented by July 2007
3120	97605486	608 Highland Avenue	New Castle	37-01420	NW	PQS	C	Remedial Actions Implemented by July 2007
100339	97271313	9996 Roosevelt Boulevard	Philadelphia	51-21086	SE	Motiva	C	Remedial Actions Implemented by July 2007
100277	97359413	3188 Grant Avenue	Philadelphia	51-21026	SE	Motiva	C	Remedial Actions Implemented by July 2007
100240	97359412	2042 North Broad Street	Philadelphia	51-21007	SE	Motiva	C	Remedial Actions Implemented by July 2007
3084	97605489	7675 McKnight Road	Pittsburgh	02-32635	SW	PQS	C	Remedial Actions Implemented by July 2007
293	97605487	4846 McKnight Road	Pittsburgh	02-81261	SW	JLI	C	Remedial Actions Implemented by July 2007
3006	97605493	829 East High Street	Waynesburg	30-81080	SW	PQS	C	Remedial Actions Implemented by July 2007
3084	97608779	Route 19 & Highland Avenue (525 Perry Highway)	West View	02-01196	SW	PQS	C	Remedial Actions Implemented by July 2007
100366	97533764	701 Loucks Road	York	67-21063	SC	Motiva	C	Remedial Actions Implemented by July 2007
100351	97533740	2050 Tilghman Street	Allentown	39-21088	NE	Motiva	D	Remedial Actions Implemented by April 2008
100342	97533735	1537 Cedar Crest Boulevard	Allentown	39-21081	NE	Motiva	D	Remedial Actions Implemented by April 2008
100344	97533738	1402 South 4th Street	Allentown	39-21079	NE	Motiva	D	Remedial Actions Implemented by April 2008
100216	97555701	3919 Edgemont Avenue	Brookhaven	23-21001	SE	Motiva	D	Remedial Actions Implemented by April 2008
100274	97451483	2090 Sproul Road	Broomall	23-14784	SE	Motiva	D	Remedial Actions Implemented by April 2008
100308	97592581	2500 West Chester Pike	Broomall	23-21094	SE	Motiva	D	Remedial Actions Implemented by April 2008
100291	97592603	2806 Township Line Road	Drexel Hill	23-21039	SE	Motiva	D	Remedial Actions Implemented by April 2008
100311	97538579	215 North Potstown Pike	Exton	15-21085	SE	Motiva	D	Remedial Actions Implemented by April 2008
3095	97608790	2100 Washington Pike	Heidelberg	02-01231	SW	PQS	D	Remedial Actions Implemented by April 2008
100301	97592582	800 Old York Road	Jenkintown	46-32345	SE	Motiva	D	Remedial Actions Implemented by April 2008
100236	97533742	1205 East Lincoln Highway	Langhorne	09-21005	SE	Motiva	D	Remedial Actions Implemented by April 2008
100238	97566409	7603 Bristol Pike	Levittown	09-21006	SE	Motiva	D	Remedial Actions Implemented by April 2008
3107	97605520	1611 Freeport Road	Natrona Heights	65-20076	SW	PQS	D	Remedial Actions Implemented by April 2008
100247	97566323	6301 Chew Street	Philadelphia	51-21008	SE	Motiva	D	Remedial Actions Implemented by April 2008

Attachment A

Original Site List		Attachment A									
SHELL LOCATION NO	SHELL INCIDENT NUMBER	Address	City	AGENCY INCIDENT NUMBER	PADEP Region	Parent Company	Priority Category	Priority Category Description			
100265	97555700	6200 North Broad Street	Philadelphia	51-21004	SE	Motiva	D	Remedial Actions implemented by April 2008			
100267	97533763	4600 Chestnut Street	Philadelphia	51-21100	SE	Motiva	D	Remedial Actions implemented by April 2008			
100312	97592604	8275 Bustleton Avenue	Philadelphia	51-21097	SE	Motiva	D	Remedial Actions implemented by April 2008			
3059	97605488	7205 McKnight Road	Pittsburgh	02-01288	SW	PQS	D	Remedial Actions implemented by April 2008			
379	97605515	1701 Old York Road	Abington	46-40533	SE	JLI	E	Post remedial groundwater compliance monitoring is being completed.			
100349	97193382	1144 Wyandotte Street	Bethlehem	48-21074	NE	Motiva	E	Closure letter has been issued. No further action required.			
3013	97608791	North Main & Liberty	Hartstown	6-20-947-799	NW	PQS	E	Post remedial groundwater compliance monitoring is being completed.			
100245	97199423	2120 Lincoln Highway East	Lancaster	36-21102	SC	Motiva	E	Post remedial groundwater compliance monitoring is being completed.			
3108	97605521	2015 East Washington Street	New Castle	37-01189	NW	PQS	E	Post remedial groundwater compliance monitoring is being completed.			
3029	97608785	174 West Main Street	North East	25-20074	NW	PQS	E	Post remedial groundwater compliance monitoring is being completed.			
3088	97608775	Rouseville Road SR8	Oil City	61-20071	NW	PQS	E	Post remedial groundwater compliance monitoring is being completed.			
100215	97156553	Route 724 West	Phoenixville	15-09886	SE	Motiva	E	Closure letter has been issued. No further action required.			
515	97605490	143 South West End Boulevard	Quakertown	09-40536	SE	JLI	E	Wells on-site have been removed and no environmental activities have been planned.			
100265	92923148	1502 Brownsville Road	Treose	09-21033	SE	Motiva	E	Post remedial groundwater compliance monitoring is being completed.			

New Site List: None, as of effective date.

ATTACHMENT B

Contact Information

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