

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE, together with Exhibit A (collectively, the "Agreement") is made as of this 15th day of February, 2019, by and between the State of Vermont, acting by and through its Attorney General, the Honorable Thomas J. Donovan, Jr. (the "State"), on the one hand, and the Defendants (as defined in Paragraph 2, below) on the other hand. The State and the Defendants are together referred to in this Agreement as the "Parties" and individually referred to as a "Party."

Section I: Recitals

1. In 2014, the State commenced an action in the Vermont Superior Court, Washington Unit, Civil Division, entitled *State of Vermont v. Atlantic Richfield Co., et al.*, Dkt. No. 340-6-14 Wncv (the "Litigation"), asserting claims against various parties relating to the design, manufacture, marketing, distribution, supply, and/or sale of methyl tertiary butyl ether ("MTBE") and/or gasoline containing MTBE, and alleged contamination of the waters of the State by MTBE and tert-butyl alcohol ("TBA"), an intermediate product of MTBE biodegradation. Herein, "MTBE" includes MTBE, TBA and any contaminants in and degradation byproducts of MTBE.

2. The following parties were named as Defendants in the Litigation: Atlantic Richfield Company; BP Products North America Inc.; Chevron U.S.A. Inc.; CITGO Petroleum Corporation; CITGO Refining and Chemicals Company L.P.; Coastal Eagle Point Oil Company; ConocoPhillips Company; El Paso Merchant Energy-Petroleum Company; Equilon Enterprises LLC; Exxon Mobil Corporation; ExxonMobil Oil Corporation; Hess Corporation; Highlands Fuel Delivery, LLC; Irving Oil Limited; Mobil Corporation; Motiva Enterprises LLC; PDV Midwest Refining, L.L.C.; Shell Oil Company; Shell Oil Products Company LLC; Shell

1208

Petroleum, Inc.; Shell Trading (US) Company; Sunoco, Inc. (R&M); TMR Company; Total Petrochemicals & Refining USA, Inc.; TRMI-H LLC; Ultramar Energy, Inc.; Valero Energy Corporation; Valero Marketing and Supply Company; and Valero Refining-Texas, L.P. (collectively, "Defendants").

3. The State and the Defendants desire to resolve finally and fully all claims against the Defendants that could now or hereafter be asserted by the State on its own behalf, in any capacity and on behalf of all persons or entities for which it has the power to sue, with respect to the matters covered in the Litigation and/or this Agreement without the necessity of further expense of prolonged and complex litigation, and without admission, adjudication or determination of any issue of fact or law other than those that have already been adjudicated in the Litigation. This settlement is intended to resolve all Released Claims, as defined below.

Section II: Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises, obligations and commitments set forth below, the State and the Defendants, intending to be legally bound, covenant and agree as follows:

4. Upon receipt of payment in full as set forth in paragraph 7 below, the State, on its own behalf and on behalf of all its agencies, departments, boards, and authorities and all other persons or entities on whose behalf it has the power to sue, including without limitation its citizens and its cities, towns, municipalities, villages, water districts and other political subdivisions in its *parens patriae* capacity to the full extent provided by law, and the State's officers, employees and agents in their official capacities, and any successors or assigns of any or all of the foregoing entities or individuals (collectively, including the State, referred to in this

Agreement as "Releasor"), hereby fully releases, acquits, and forever discharges, with prejudice, the Defendants, all of their respective current, former, and future (direct and indirect) parents, affiliates, subsidiaries, all of their respective related predecessor and successor companies, joint venture companies, proprietorships, unincorporated associations, partnerships, trusts and other entities, together with all of their respective current, former and future directors, officers, partners, members, shareholders, equity owners, officials, trustees, beneficiaries, employees, agents, affiliates, legal representatives, attorneys, lenders, insurers, reinsurers, and all of the respective successors, and assigns (as applicable) of each of the above referenced persons and entities to the extent that any such persons or entities could be a source of liability or alleged liability (the "Released Parties") from all Released Claims, as defined below:

- A. For purposes of this Agreement and except as otherwise specifically set forth herein, "Released Claims" means any and all claims, demands, actions, causes of action, suits, obligations, assessments, damages, injunctive or other equitable relief, declaratory relief, liabilities, judgments, penalties, remedies of any kind, rights, matters, liens, losses, duties, investigation costs, response costs, restoration costs, and assertion of entitlement to any other cost, loss or expense, including without limitation attorneys' fees, expert witness fees, consultant fees, interest, and any other litigation-related fees and costs of every kind, nature, description or character whatsoever, whether legal or equitable, past, present or future, ascertained or unascertained, known or unknown, suspected or unsuspected, whether arising at common law, in equity, and/or under or by virtue of any statute or regulation, including all federal, state and/or local environmental laws, that Releasor has, had, or may have in the future against the Released Parties, or any

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one or more of them, or that may be created or recognized in the future by statute, regulation, judicial decision, administrative adjudication, or in any other matter, including but not limited to any direct claims, *parens patriae* claims (including claims the State asserts on behalf of its citizens, cities, towns, municipalities, villages; water districts, other political subdivisions and/or other private parties in its *parens patriae* capacity to the full extent provided by law), and/or assigned claims, including without limitation any and all claims for negligence, strict liability, product liability, design defect or defective product, failure to warn, trespass, private or public nuisance, contribution or indemnity, groundwater protection, natural resource damage, loss of use and impact to natural resources, restoration damage, conspiracy, breach of express or implied warranty, breach of contract, fraud, unfair business practices, deceptive trade practices (including any and all claims based on consumer protection laws or similar statutes), concert of action, market-share liability, commingled-product liability, or any other form of collective liability or joint or several liability, violations of the United States Constitution, the Vermont Constitution, any statute or regulation, or any claims that could be brought in common law or equity, all whether known or unknown, past, present or future, accrued or which may accrue in the future, asserted or unasserted, latent or patent, that have been asserted, or could have been or in the future might be asserted by Releasor against the Released Parties, or any one or more of them, for actual or consequential damages, compensatory damages, enhanced compensatory damages, special, exemplary and punitive damages, statutory damages, penalties, fines, property damages, natural resource damages,

12/13

loss of use and impact to natural resources, remediation costs, restoration costs, treatment costs, damages to equipment, expert and investigation costs, other costs, prejudgment or post-judgment interest, attorneys' fees, injunctive or other equitable relief, declaratory relief, and/or any other losses or detriment of any kind, past, present or future, or on account of acts or omissions that occurred before, on or after the date of this agreement, arising out of or relating to any of the following, except as provided in Paragraphs 4.B, 4.C, and 4.D below:

- i. The use of MTBE in gasoline at any time and for any reason;
- ii. The actual, potential or threatened presence of or contamination from MTBE, at any concentration level, in the soil and/or in the waters of Vermont, whether surface or subsurface waters and whether or not accessed or accessible in the past, present or future by wells or other intakes, or in any other medium located anywhere;
- iii. The design, testing, manufacture, refining, blending, marketing, handling, sale, exchange, import, distribution, supply or other use of or transactions involving MTBE, including all warnings or other communications relating to MTBE, for any reason;
- iv. All other matters involving MTBE that are or could have been asserted by the State in the Litigation; and/or
- v. Any and all costs and expenses incurred up to and including the date of this Agreement relating to the investigation, remediation or clean-up of MTBE.

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B. It is specifically understood and agreed that the Released Claims include all matters arising on account of acts, omissions, contaminations, emissions, discharges, spills or other releases that occurred before or occur on or after the date of this Agreement with respect to MTBE that the Released Parties designed, tested, manufactured, refined, blended, marketed, handled, sold, exchanged, imported, supplied, transported, distributed or otherwise used or transacted at any time or place up to and including the date of this Agreement. Notwithstanding the first sentence of this section 4.B and any other provision to the contrary herein, "Released Claims" are not intended, and shall not be construed, to include or limit in any way the State's right to sue to compel, or take administrative action to compel, any of the Released Parties to respond to any spill, release, or discharge of MTBE discovered by the State after the date of this Agreement, or to bear the costs of such response, where the Released Party is liable under 10 V.S.A. §§ 6615-6615d (or as amended), provided that any such action shall be taken solely and exclusively pursuant to the State's authority under the above-cited applicable Vermont statutes, rules, or regulations, shall be subject to the applicable Vermont rules of prescription and statutes of limitation, and the State shall not assert claims or seek damages based on the mere presence of MTBE in gasoline for any causes of action (including but not limited to claims for negligence, public or private nuisance, products liability, trespass, nuisance, failure to warn, or other common law claims) other than those available under 10 V.S.A. §§ 6615-6615d (or as amended).

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- C. The Released Claims do not include such matters arising on account of MTBE or gasoline containing MTBE, if any, that the Released Parties, after the date of this Agreement, may (i) design, test, manufacture, refine, or blend or (ii) market, handle, sell, exchange, import, or distribute into or within the State of Vermont.
- D. Nothing in this settlement is intended to affect in any way any Released Party's obligations, under 10 V.S.A. §§ 6615-6615d (or as amended), relating to site investigation, testing, monitoring, treatment, remediation, and/or other abatement or restoration otherwise required of the Released Parties by the Vermont Department of Environmental Conservation, such as initial site characterization, site investigation, initial response action, abatement, interim response action, periodic sampling, remedial investigation, identification of constituents of concern, feasibility study, remedy selection, remedial action, implementation of an activity and use restriction, and/or implementation of corrective action, with respect to regulated contaminants or hazardous waste, regardless of the presence or absence of MTBE. The Released Parties reserve all of their defenses in relation to any obligations referenced in this paragraph and nothing in this settlement is intended to affect in any way any Released Party's defenses to such obligations.

5. To the extent that the Released Parties possessed any claims against the State arising from and directly related to the Released Claims that were existing and could have been brought in the Litigation, those claims against the State are released by the Released Parties, including any claims for attorneys' fees, payments, and other costs arising from such claims or the resolution of such claims.

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6. Upon timely receipt of payment in full by the Defendants set forth in paragraph 7 below, Releasor hereby irrevocably covenants and agrees to refrain from asserting any claim or demand, or commencing, instituting or causing to be commenced any proceeding of any kind, against any Released Party based upon any of the Released Claims.

7. As consideration for the release set forth in this Agreement, the Parties shall do the following:

- A. Each Party shall within twenty-one (21) days of receipt of this final unexecuted Agreement deliver to counsel for the other Parties properly executed copies of this Agreement.
- B. The total settlement payment shall be three million, eight hundred thousand United States dollars (US\$3,800,000) (the "Total Settlement Payment"), which shall be payable as follows: Within ten (10) business days after all parties have executed this Agreement, the Defendants shall deliver by check or wire transfer to "State of Vermont" the following sums on behalf of the following parties (collectively, the "Individual Settlement Payments"):
 - i. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Atlantic Richfield Company and BP Products North America Inc.;
 - ii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Chevron U.S.A. Inc. and TRMI-H LLC;
 - iii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of CITGO

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- Petroleum Corporation, CITGO Refining and Chemicals Company L.P., and PDV Midwest Refining, LLC;
- iv. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of El Paso Merchant Energy-Petroleum Company and Coastal Eagle Point Oil Company;
 - v. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of ConocoPhillips Company;
 - vi. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC;
 - vii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and seventy-four cents (\$316,666.74) collectively on behalf of Exxon Mobil Corporation, ExxonMobil Oil Corporation, and Mobil Corporation;
 - viii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of Hess Corporation;
 - ix. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Irving Oil Limited and Highlands Fuel Delivery, LLC;
 - x. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of Sunoco, Inc. (R&M);

208

- xii. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) collectively on behalf of Ultramar Energy, Inc., Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.
- xi. The sum of three hundred sixteen thousand, six hundred sixty-six dollars, and sixty-six cents (\$316,666.66) on behalf of Total Petrochemicals & Refining USA, Inc.; and

The proceeds of these payments shall be deposited in an account and held in that account in escrow until the "Joint Stipulation of Dismissal With Prejudice" is filed in the Vermont Superior Court, after which the proceeds shall be released to the State.

- C. Within ten (10) business days after the Defendants have made all of the payments referenced in Paragraph 7.B., the Parties shall execute and file with the court a Joint Stipulation of Dismissal With Prejudice in the form annexed hereto as Exhibit A.

8. Each Party shall bear its own attorneys' fees, expenses and any and all other costs related to this Litigation and to the negotiation, preparation, execution and delivery of this Agreement.

9. To the extent that any other actions are required to be taken by the Parties to effectuate this Agreement, each Party agrees to take such actions as may be reasonably required to carry out the terms of this Agreement.

10. This Agreement is a compromise of disputed claims that fully and finally settles all claims in the Litigation by the State against the Released Parties, as set forth above, as well as

all of the Released Claims, as set forth above. Neither the provision of any consideration hereunder nor anything contained in this Agreement shall be interpreted or construed to be an admission of liability, or of any fact or point of law on the part of, or to the prejudice of, the Parties to this Agreement. The Released Parties expressly deny any and all liability associated with or related to the Litigation and the Released Claims. The Released Parties believe they have good and valid defenses to all of the State's claims. Nevertheless, the Released Parties wish to resolve this lawsuit and claims to avoid the costs, expense, and uncertainty inherent in the Litigation.

11. The Parties individually represent that they have not sold, assigned, conveyed, disposed of, granted a security interest in or lien on, or otherwise transferred any claim purported to be released by this Agreement.

12. The Parties expressly represent that no other person or governmental or private entity that is not bound by this Agreement has an interest in this Agreement and/or with respect to the Released Claims. Nothing in this Agreement shall be construed to create or deny any rights in, or grant or deny any cause of action to, any person not a party to this Agreement.

13. The Parties agree that they will not offer this Agreement, or any document or instrument delivered hereunder as evidence in this or any other proceeding for any purpose, except in (i) a proceeding the sole purpose of which is to enforce the terms of the Agreement, (ii) any proceeding to establish an insurance or reinsurance claim by one or more of the Released Parties, (iii) a proceeding to establish an appropriate set-off or credit to a judgment entered or to be entered in favor of Releasor against an entity other than a Released Party, or (iv) other proceedings where such admission is necessary to effectuate the terms of this Agreement.

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14. Releasor and the Released Parties intend and agree that this Agreement shall be complete and shall not be subject to the claim of mistake of fact or law by either or any of them and that it expresses a full and complete settlement of liability claimed by Releasor in the Litigation and denied by each and all of the Released Parties. Regardless of the adequacy or inadequacies of the consideration, this Agreement is intended to resolve the Litigation and avoid further litigation and to be final and complete.

15. Each Party warrants and represents that it has read and understands this Agreement and has been represented by legal counsel in connection with this Agreement, that before executing and delivering this Agreement Releasor has completely read the terms of this Agreement, that the terms of the Agreement are fully understood and voluntarily accepted by it, and that it has authorized its undersigned representative to sign, execute and deliver this Agreement on its behalf as a voluntary act and deed on the date and year in this Agreement after-mentioned, with all necessary approvals, and without any fraud or under any duress. Each Party has relied solely and completely on its own judgment and the advice of its own legal counsel in making this settlement and executing this Agreement.

16. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and to the resolution of the Litigation. The Parties have not relied on any oral statements, promises or inducements that are not included in this Agreement. Any modifications to this Agreement must be in writing and signed by authorized representatives of the Parties.

17. The terms of this Agreement are contractual, and not recitals only. No part of this Agreement may be altered, amended, or modified in any respect, except by a writing duly executed by the State and each of the Defendants.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of Vermont, and the Vermont Superior Court, Washington Unit, shall have jurisdiction to hear and resolve any claims made hereunder, including all claims by any Party to enforce or interpret the Agreement.

19. The Parties represent that this Agreement is freely and voluntarily entered into without any degree whatsoever of duress or compulsion.

20. The Attorney General of Vermont, who has executed this Agreement on behalf of the State and on behalf of Releasor, represents and warrants that he is duly authorized to do so, on behalf of the State and the public trust and in the public interest and that his execution of the Agreement is valid and binding on Releasor. The Attorney General represents and warrants that he has all requisite power to execute, bind, deliver, and perform this Agreement on behalf of the Releasor, that this Agreement has been duly and validly executed and delivered by him as the State's authorized agent and that no further approval, authorization, consent, order, notice to, or filing or registration with any governmental authority is required with respect to the execution, delivery, and performance by the State of this Agreement. The Releasor further warrants that it will not challenge or contest the validity of this Agreement and that it forever waives any defense to its validity, including any defense based on any claim the Agreement is *ultra vires*, violative of sovereign immunity, or otherwise void.

21. The Defendants represent and warrant that the undersigned, who have executed this Agreement on the Defendants' behalf, respectively, are duly authorized to do so, and that their execution of this Agreement is valid and binding on the Defendants. The Defendants respectively represent and warrant that the undersigned have all requisite power to execute, bind, deliver, and perform this Agreement on behalf of the Defendants and that this Agreement has

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been duly and validly executed and delivered by them as the Defendants' corporate representatives. The Defendants further warrant that they will not challenge or contest the validity of this Agreement and that they forever waive any defense to its validity, including any defense based on any claim that the Agreement is *ultra vires*, or otherwise void.

22. Because the purpose of this settlement is to resolve and end the Litigation, the Parties agree, covenant and warrant that if any defects or omissions, whether legal, factual, mutual or unilateral, should cause this document or the release of the Released Parties to be defective or less than full and complete, the Parties agree to within thirty (30) days of written notice and/or request execute any and all instruments and do any and all things reasonably necessary to effectuate a full, final and complete release of the Released Parties for the Released Claims in exchange for full payment by the Released Parties of the consideration specified herein.

23. To the extent any documents are required to be executed by any of the Parties to this Agreement to effectuate this Agreement, each Party agrees to execute and deliver such other and further documents as may be reasonably required to carry out the terms of this Agreement, including but not limited to any documents required to effectuate the complete release of the Released Parties for the Released Claims.

24. As used in this Agreement, the singular shall include the plural, and the masculine shall include the feminine and neuter genders.

25. Time is of the essence for each and every provision of this Agreement.

26. The Parties shall use their respective good faith efforts to comply with their obligations under this Agreement.

27. No failure on the part of any Party to this Agreement to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

28. The Parties to this Agreement agree that it was negotiated fairly between them at arms' length and that the final terms of this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision(s).

29. This Agreement may be executed in one or more counterparts. All counterparts will constitute one instrument binding on the signatories upon execution of one or more counterparts by all Parties. Legal counsel for any Party shall be authorized to assemble a composite counterpart which shall consist of one copy of each page, except the signature pages, together with multiple counterpart signature pages executed on behalf of each Party to this Agreement. The composite counterpart may then be used by any Party for all purposes as the complete signed and executed Agreement between the Parties. A facsimile signature (including a signature transmitted as a .tif or .pdf image) shall be sufficient to bind the signing Party.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the date stated above.

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State of Vermont

By: [Signature]
The Honorable Thomas J. Donovan, Jr.
Attorney General

STATE OF VERMONT
COUNTY OF Washington

On this 15th day of February, 2019, before me personally appeared Thomas J. Donovan, Jr. Joshua Diamond
to me known to be the person described herein, and who executed the foregoing
instrument, and he acknowledged that he voluntarily executed the same in his capacity as Deputy
Attorney General of the State of Vermont. 109 2/19/2019

[Signature]
Justice of the Peace/Notary Public

My Commission expires 1/31/2021 109 2/19/2019

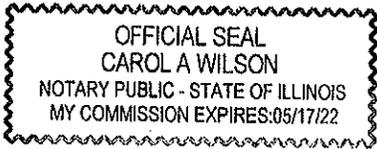


Atlantic Richfield Company

By: [Signature]
Print Name: Vilia Drazdys
Title: Senior Counsel

STATE OF Illinois
COUNTY OF DuPage

On this 1 day of Feb, 2019, before me personally appeared Vilia Drazdys, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



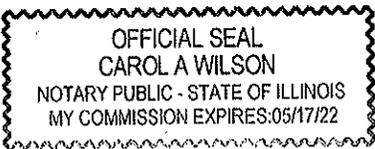
[Signature]
Notary Public

BP Products North America Inc.

By: [Signature]
Print Name: Vilia Drazdys
Title: Senior Counsel

STATE OF Illinois
COUNTY OF DuPage

On this 1 day of Feb, 2019, before me personally appeared Vilia Drazdys, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public

Chevron U.S.A. Inc., a Pennsylvania Corporation

By: [Signature]
Print Name: Grace P. Nerona
Title: Assistant Secretary

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2013, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public

TRMI-H LLC, a Delaware Limited Liability Company

By: [Signature]
Print Name: Frank G. Soler
Title: President

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2013, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

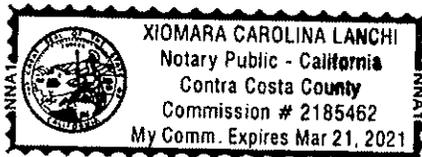
On January 28, 2019 before me, Xiomara Carolina Lanchi, Notary Public, personally appeared Frank G. Soler and Grace P. Nerona, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~they executed the same in ~~his/her~~their authorized capacity(ies), and that by ~~his/her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Xiomara Lanchi
Signature of Notary Public

Place Notary Seal Above



CITGO Petroleum Corporation, CITGO Refining and Chemicals Company L.P., and PDV
Midwest Refining, LLC

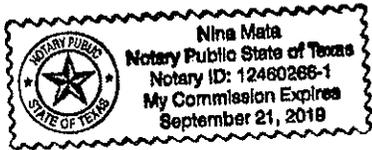
By: Judith Colbert
Print Name: Judith Colbert
Title: General Counsel



STATE OF Texas
COUNTY OF Harris

On this 11th day of February, 2019, before me personally appeared Judith Colbert to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Nina Mata
Notary Public



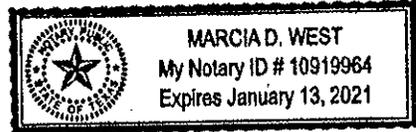
El Paso Merchant Energy-Petroleum Company

By: Adam S. Forman *msf*
Print Name: Adam S. Forman
Title: Vice President

STATE OF TEXAS
COUNTY OF HARRIS

On this 4th day of February, 2019, before me personally appeared Adam S. Forman, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Marcia D. West
Notary Public



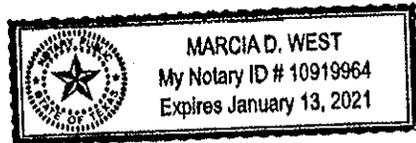
Coastal Eagle Point Oil Company

By: Adam S. Forman *msf*
Print Name: Adam S. Forman
Title: Vice President

STATE OF TEXAS
COUNTY OF HARRIS

On this 4th day of February, 2019, before me personally appeared Adam S. Forman, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Marcia D. West
Notary Public

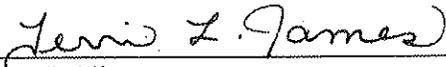


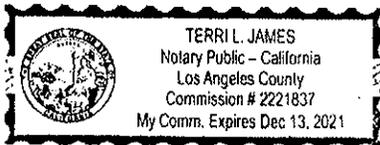
Settling Defendant ConocoPhillips Company, by and through its agent Phillips 66

By: 
Print Name: Daniel S. Fischman
Title: Remediation Manager, Phillips 66 Company

STATE OF California
COUNTY OF Los Angeles

On this ^{30th 119} ~~29~~ day of January, 2019, before me personally appeared Daniel S. Fischman, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.


Notary Public



Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., and Shell Trading (US) Company

By: William Platt
Print Name: William Platt
Title: Agent

STATE OF TX
COUNTY OF Harris

On this 11 day of February, 2019, before me personally appeared William Platt, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Jackie D. Malbroux
Notary Public



Equilon Enterprises LLC

By: William Platt
Print Name: William Platt
Title: Agent

STATE OF TX
COUNTY OF HARRIS

On this 11 day of February, 2019, before me personally appeared William Platt, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Jackie D. Malbroux
Notary Public



TMR Company

By: [Signature]
Print Name: RICHARD E. WALLACE, JR.
Title: OUTSIDE COUNSEL, CROWELL & MORING LLP

STATE OF District of Columbia
COUNTY OF _____

On this 14th day of February, 2019, before me personally appeared Richard E. Wallace to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public

Mary A. Rutledge
Notary Public, District of Columbia
My Commission Expires 8/14/2023

[Signature]
By: _____
Print Name: Christopher Vice
Title: General Counsel

STATE OF TEXAS
COUNTY OF HARRIS

On this 13th day of February, 2019, before me personally appeared Christopher Vice to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public

Exxon Mobil Corporation, ExxonMobil Oil Corporation, and Mobil Corporation

By: C. Troy
Print Name: Chris J Troy
Title: North Area Execution Manager

STATE OF Tx
COUNTY OF Tarrant

On this 31st day of January, 2019, before me personally appeared Chris Troy, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Lisha Lane Hendrix
Notary Public



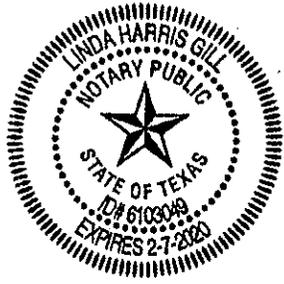
Hess Corporation

By: [Signature]
Print Name: JASON R. WILEY
Title: ASSOC. GEN. COUNSEL

STATE OF TEXAS
COUNTY OF HARRIS

On this 24th day of JANUARY, 2019, before me personally appeared JASON WILEY, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public



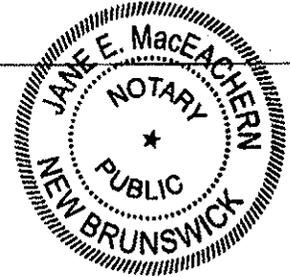
Irving Oil Limited

By: *[Signature]*
Print Name: President
Title: Tan Whitcomb

PROVINCE OF New Brunswick
CITY OF Saint John

On this 28 day of January, 2019, before me personally appeared Tan Whitcomb, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public

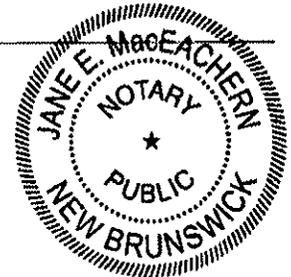


By: *[Signature]*
Print Name: John Guille
Title: Director

PROVINCE OF New Brunswick
CITY OF Saint John

On this 28 day of January, 2019, before me personally appeared John Guille, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public



Highlands Fuel Delivery, LLC

By: *Darren Gillis*
Print Name: Darren Gillis
Title: President

Province New Brunswick
STATE OF New Brunswick
COUNTY OF Saint John

On this 28 day of January, 2019, before me personally appeared Darren Gillis, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Jane E. MacEachern
Notary Public



By: _____
Print Name: _____
Title: _____

PROVINCE OF _____
CITY OF _____

On this ____ day of _____, 2019, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public

Highlands Fuel Delivery, LLC

By: [Signature]
Print Name: Gregory B. Poitras
Title: Secretary

STATE OF New Hampshire
COUNTY OF Rockingham

On this 29th day of January, 2019, before me personally appeared Gregory B. Poitras to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

[Signature]
Notary Public

By: _____
Print Name: _____
Title: _____

PROVINCE OF _____
CITY OF _____

On this ____ day of _____, 2019, before me personally appeared _____, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public

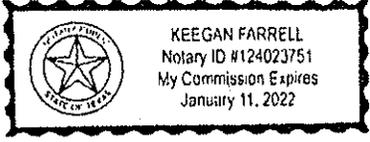
Sunoco, Inc. (R&M)

By: [Signature]
Print Name: JIM WRIGHT
Title: GENERAL COUNSEL

STATE OF Texas
COUNTY OF Chambers

On this 29th day of January, 2019, before me personally appeared Jim Wright, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Notary Public [Signature]



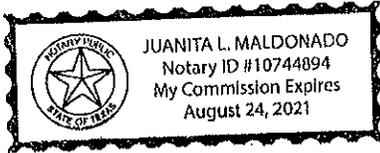
Total Petrochemicals & Refining USA, Inc.

By: Phillip B Carruthers
Print Name: PHILLIP B. CARRUTHERS
Title: VP HSE IS

STATE OF Texas
COUNTY OF Harris

On this 29th day of January, 2019, before me personally appeared Phillip B. Carruthers, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.

Juanita L. Maldonado
Notary Public



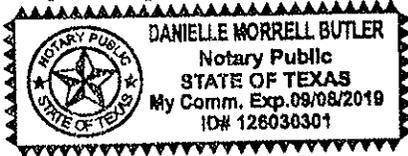
Ultramar Energy, Inc.

BY: [Signature]
Print Name: Richard J. Walsh

Title: Counsel for Ultramar Energy, Inc.

STATE OF TEXAS
COUNTY OF BEXAR

On this 29th day of January, 2019, before me personally appeared Richard J. Walsh, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public
Danielle Morrell Butler

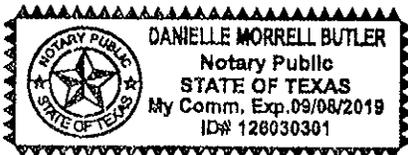
Valero Energy Corporation, Valero Marketing and Supply Company, and Valero Refining-Texas, L.P.

BY: [Signature]
Print Name: Richard J. Walsh

Title: Mr. Walsh signs as Vice President and Deputy General Counsel of Valero Energy Corporation; Senior Vice President of Valero Marketing and Supply Company; and Senior Vice President of Valero Tejas Company LLC, the sole general partner of Valero Refining Texas, LP

STATE OF TEXAS
COUNTY OF BEXAR

On this 29th day of January, 2019, before me personally appeared Richard J. Walsh, to me known to be the person described herein, and who executed the foregoing instrument, and he acknowledged that he voluntarily executed the same in his capacity as corporate representative.



[Signature]
Notary Public
Danielle Morrell Butler

VT SUPERIOR COURT
WASHINGTON UNIT
CIVIL DIVISION

DW-proposed
2019 MAR 15 A 8:49
ORDER

EXHIBIT A

STATE OF VERMONT

SUPERIOR COURT
WASHINGTON UNIT

CIVIL DIVISION
Docket No. 340-6-14 Wncv

State of Vermont,

Plaintiff

v.

Atlantic Richfield Company, et al.,

Defendants.

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

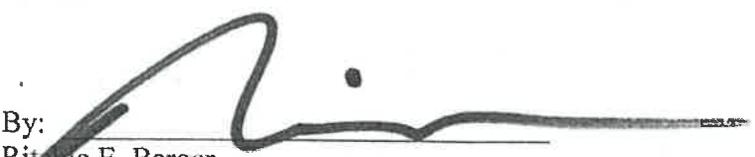
Pursuant to Vermont Rule of Civil Procedure 41(a)(1)(ii), Plaintiff State of Vermont and Defendants hereby stipulate to the voluntary dismissal with prejudice of all claims against Defendants in this action, with each party bearing its own attorneys' fees and costs and all rights of appeal waived.

Dated at Montpelier, Vermont this 15th day of March, 2019.

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

DINSE

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Megan Hereth
Melanie Kehne
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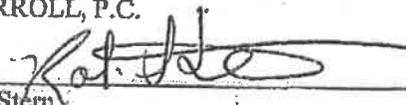
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William A. Walsh (*pro hac vice*)
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Mobil Corporation*

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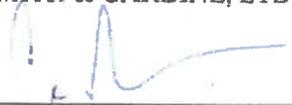
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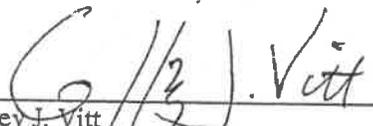
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Fuel Delivery, LLC*

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Attorneys for Shell Oil Company, Shell Oil Products Company LLC, Shell Petroleum, Inc., Shell Trading (US) Company, Equilon Enterprises LLC, TMR Company, and Motiva Enterprises LLC

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New York, NY 10019

Attorneys for Irving Oil Limited and Highlands Fuel Delivery, LLC

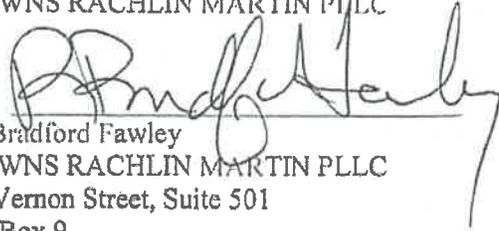
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*Attorneys for Chevron U.S.A. Inc. and
TRMI-H LLC*

SO ORDERED.

Dated March 15, 2019



Presiding Judge
Superior Court

VT SUPERIOR COURT
WASHINGTON UNIT
STATE OF VERMONT

SUPERIOR COURT
WASHINGTON UNIT

CIVIL DIVISION

2019 MAR 15 A 8:49

STATE OF VERMONT

v.

FILED

No. 340-6-14 Wncv

ATLANTIC RICHFIELD CO., *et al.*

CERTIFICATE OF SERVICE

I certify that I, Megan Hereth, Assistant Attorney General for the State of Vermont, sent a copy of the *Joint Stipulation of Dismissal with Prejudice* in the above-captioned matter, by electronic mail to the parties at the following email addresses:

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DATED at Montpelier, Vermont this 15th day of March, 2019.

Respectfully submitted,

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

By:



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VT SUPERIOR COURT
WASHINGTON CIVIL UNIT
MONTPELIER, VT 05602

2019 MAR 15 A 8:49

FILED

March 15, 2019

Donna Waters, COM
Vermont Superior Court
Washington Civil Division
65 State Street
Montpelier, VT 05602

Re: State of Vermont v. Atlantic Richfield Company, et al.
Docket No. 340-6-14 Wncv

Dear Ms. Waters,

Enclosed is the parties *Joint Stipulation of Dismissal with Prejudice* for filing in the above captioned matter with accompanying Certificate of Service.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Hereth".

Megan Hereth
Assistant Attorney General

Enclosures

cc: counsel of record