

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



DOCKET NUMBER 2009-1706-SPF

**IN THE MATTER OF
THE SITE KNOWN AS
VODA PETROLEUM, INC.
STATE SUPERFUND SITE**

§
§
§
§

**BEFORE THE
TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY**

AN ADMINISTRATIVE ORDER

I. Introduction

On February 10, 2010, the Texas Commission on Environmental Quality ("Commission" or "TCEQ") considered the Executive Director's ("ED") allegations of the existence of a release or threat of release of solid wastes and/or hazardous substances into the environment on, at or from the Voda Petroleum, Inc. State Superfund Site ("Site") that poses an imminent and substantial endangerment to the public health and safety or the environment pursuant to the Solid Waste Disposal Act, TEX. HEALTH & SAFETY CODE, Chapter 361 (the "Act"), and the ED's requested relief including issuance of a Commission order to require persons responsible for such solid wastes or hazardous substances to perform the Work, including conducting the Remedial Activities, as authorized by Sections 361.188 and 361.272 of the Act.

After proper notice, the TCEQ makes the following Findings of Fact and Conclusions of Law:

II. Findings of Fact

- A. For purposes of this Administrative Order ("AO"), TCEQ has identified the following persons that are potentially responsible parties ("PRPs") for the solid waste and/or hazardous substances at the Site:

AAMCO Transmissions

A R Oil Co

A T P Results Inc

AT&T

Adena Exploration Inc

Allstate Transmissions

Amber Refining Inc

American Airlines Inc

American Auto

American Marazzi Tile Inc

American Norit Company Inc

American Spill Control Inc

Andrews Motor & Transmission

Anvil Shop

Aratex Services Inc

Archer Auto

Arco Oil and Gas Corporation

Ark-La-Tex Waste Oil Co Inc

Ashco Production Inc

Auto Precision Motors Inc

Autohaus

Aviation Properties Inc

Axelson Inc

Aycock Oil Corporation

B B Wells Waste Oil Inc

B E & K Inc
Basil Oil Field Service Inc
Baxter Oil Service
Bayou State Oil Corporation
Ben E Keith Company
Ben Griffin Tractor Company
Big Three Industrial Gas Inc
Billy D Cox Truck Leasing Inc
Bishops Auto
Blake Janet DBA D & D Radiator & Muffler
Borden Inc
Bright Truck Leasing Corporation
Brookhollow Exxon Car Care
Brown & Root Inc
Brown Express Inc
Brunson Oil
Brushy Creek Saltwater Disposal Inc
Buck Resources Inc
Bule Diamond
Burland Enterprises Inc
CPL Industries
Cabot Corporation

Can-Am Distributors and Warehouse Inc of Texas

Capacity of Texas Inc

Carraway Co

Carrier Air Conditioning

Cematco Inc

Central Power and Light Company

Central Texas Iron Works

Central Transfer & Storage Co

Champie Hill Mobil

Champion International Corporation

Channel Shipyard Company Inc

Chaparral Steel Company

Chief Oil & Chemical

Cities Service Company

Cities Service Pipe Line Company

City Motor Supply Inc

City of Dallas

City of Garland

City of Jefferson

City of Plano

City of University Park

Clarke Checks Inc

Clements Oil Corporation
Cliffs Automotive
Coker Automotive Center Inc
Collin County
Complete Auto Transit Inc
Continental Can Company USA Inc
Continental Car Wash
Continental Trailways Inc
Converter Shop Inc
Coors Distributor
Custom-Bilt Cabinet and Supply Inc
Custom-Crete Inc
Daljet Inc
Dallas Area Rapid Transit
Dallas Dressed Beef Company Inc
Dallas Lift Trucks Inc
Dallas Power & Light Company
Damson Gas Processing Corp
Davison Petroleum Products
Davison, T M
Delmar Disposal Co
Deloach Texaco

Delta Distributors Inc

Diamond Shamrock

Dillingham & Smith Mechanical and Sheet Metal Contractors Inc

Dixie Oil

Donco Saltwater Disposal System

Double A & Y Corp

Dowell Schlumberger Incorporated

Dunlap-Swain

Durham Transportation Inc

E C Incorporated

East Texas Gas

Eastern ECC Company

Fina

The Firestone Tire and Rubber Company

First Interstate Bank of Dallas

Fort Sill

Fox & Jacobs

Franks Oil Service

Fred Jordan Inc

Fred Taylor GMC Truck Sales Inc

Freilich Howard DBA Quick Stop Brake & Muffler

Fruin-Colnon Corporation

G B Boots Smith Corporation

Gelco Truck Leasing Division Gelco Corporation

General Electric Company

General Telephone Company of the Southwest

General Tire Inc

General Truck Leasing Inc

Georgia-Pacific Corporation

Gifford-Hill Cement Company of Texas

Goff Willie

Grantham Oil Service

Greyhound Lines Inc

Grubbs Enterprises Ltd

Gulf States Oil & Refining Co

Gulf Stream Oil

H & H Oil Services

H & P Trans

Halliburton Energy Services Inc

Harris Bros Co

Harry Vowell Tank Trucks Inc

Hartsell Oil

Haynes Resources Inc

Hearne Ave Exxon

Herod Oil Inc

Hertz Penske Truck Leasing Inc

The Highland Pump Company Inc

Holloway Welding & Piping Co

Hunt Oil Company

Hydraulic Service and Supply Company

Industrial Lubricants Co

Industrial Solvents Gulf Division of Industrial Solvents Corporation

Ingersoll-Rand Company

Inland Container Corporation

International Electric Corporation

International Paper Company

J & E Die Casting Co Division of Cascade Die Casting Group Inc

James T Gentry Inc

Janks Texaco

Jeffco

Jerrys Waste Oil

John Crawford Firestone Inc

Johnson Controls Inc

Jones Environmental Inc

Joy Manufacturing Company

Jubilee Oil Service

Juna Oil & Gas Co Inc
K & F Oil & Gas Management Inc
KRNN
Kayo Oil Company
Kellys Truck Terminal Inc
Kennys Mobil
Kosar Frank DBA Rite Way Truck Rental
LA Transit
L D Baker Inc DBA Baker Gulf Service
L & J Recovery Ltd
LTV Energy Products Company
Lake Country Trucking Inc
Lance Inc
Larry Gullledge Exxon
Las Colinas Service Center Inc
Lockheed Missiles & Space Company Inc
Lone Star Dodge Inc
Lone Star Logistics Inc
Long Mile Rubber Co
The Lubrizol Corporation
M Lipsitz & Co Inc
M & M Oil Salvage Inc

MacMillan Bloedel Containers
Manvel Salt Water Disposal Company
Manville Sales Corporation
Marathon Battery Company
Martin-Decker
Mathews Trucking Company Inc
McAlister Construction Company
McBane Crude
McDonalds
Mega Lubricants Inc
Melton Truck Lines Inc
Metal Services Inc
Metro Aviation Inc
Metro Ford Truck Sales Inc
Millers Gulf
Minit Oil Change Inc
Mobil Oil Corporation
Modern Tire Service Inc
Mohawk Laboratories
Monsanto Company¹
Moore James

¹ Only to the extent that Solutia Inc. is not excluded under applicable federal bankruptcy law.

Morgan Oil

Morgan, Troy L Jr

Mr Transmission

Murphy Brothers Service Center Inc

National Oilwell Inc

National Scientific Balloon Facility

National Supply Co

Naval Air Station Dallas

Navarro Petroleum Corp

Nobles Transmission

North Highland Mobil

Northwest Oil

Norwel Equipment Company

Nucor Corporation

Occidental Chemical Corporation

Oilwell Division of United States Steel Corporation

Olympic Fastening Systems Inc

On the Spot Oil Change

Owens Mobil

Oxendine, Von K DBA Oxendine Transmission

Oxy Cities Service NGL Inc

P N B Corporation

Pantera Crude Inc

Paramount Packaging Corporation Texas

Parawax

Parrott Oil Corp

Pauls Oils Service

Pearl Brewing Company

Pelican Energy of LA Inc

Pen Roy Oil of Odessa Inc

Pengo Industries Inc

Pennwalt Corporation

Pepsi Cola

Performance Friction Products Formerly Coltec Automotive Products
Division of Coltec Industries Inc

Peterbilt Motors Company

Petro Chem Environmental Services Inc

Petroleum Distributors Inc

Petroleum Market Products

Petroleum Refiners Unlimited Inc

Petroleum Stripping Inc

Pipes Equipment Co Inc

Pitts

Pool Company

Post Office Vehicle Maintenance Facility

Presbyterian Hospital of Dallas
Prestige Ford
Preston Management Company
Preston Oil Service
Production Operators Inc
R & C Petroleum Inc
R & K Auto Repair Inc
Ralph Wilson Plastics
Rayco Oil Company
Reed Tool Company
Reeves Oil Co Inc
Repetro Inc
Retail Graphics Printing Company
Rhodes Oil
Richards-Gebaur AFB
Roadway Express Inc
Robison Cecil
Rock Tenn Converting Company
Rockwall
Rollins Leasing Corp
Royle Container
Ruan Leasing Company

Ryder Truck Rental Inc

SETI

SKI Oil Incorporated

The Sabine Mining Company

Safeway

Santos Radiator

Schepps Dairy Inc

Schlumberger Well Services Division of Schlumberger Technology Corporation

Sears Roebuck and Co

Senco Marketing

Service Oil Co

Servion Inc

Shell Oil Company

Shippers Car Line Inc

Shore Company Inc

Shreveport Truck Center

Sitton Oil

Snappy Lube Inc

Snow Coil Inc

Sooner Refining Co Inc

South Coast Products Inc

Southeast Tex-Pack Express Inc

Southern Gulf

Southern Plastics Inc

Southland Sales Corporation

Southwest Disposal

Southwestern Bell Telephone Company

Southwestern Electric Power Company

Southwestern Petroleum Corporation

Specialty Oil

Sprague Electric Company

Star Solvents Inc

Steel City Crane Rental Inc

Stemco Inc

Steve D Thompson Trucking Inc

The Stroh Brewery Company

Sullivan Transfer & Storage

Summit White GMC Trucks Inc

Sun Engine Sales Inc

T E C Well Service Inc

Tan A Co

Tannehill Oil Products

Taylor Rental Center

Texaco Chemical Company

Texas Gas Transmission Corporation
Texas Industrial Disposal Inc
Texas Industries Inc
Texas Mill Supply – Longview Inc
Texas State Technical Institute Airport
Texas Utilities Generating Company
Thompson Trans
Toneys Garage
Trailways Inc
Tricon
Trinity Industries Inc
Triple L Disposal
Tri-State Oil Tools Inc
Triton Aviation Services Inc
Truckstops of America
Tuneup Masters Inc of Texas
Twin City Transmission Service Inc
Union Oil 76 Truck Stop
United Gas Pipe Line Company
United Press International
United States Army Corps of Engineers Mat Sinking Unit
Vanguard Sales

Varo Inc

Vault Oil & Gas

Viking Freight Service Inc

Voda Petroleum Inc

Volvo White Truck Corporation

W F B Tank Bottom Reclaiming Corp

W W Waste Oil

Warren Petroleum Company

Westmoreland Joint Venture

Western Auto Supply Company

Westland Oil Company Inc

Willamette Industries Inc

Woodline Motor Freight

Woods Operating Co Inc

Wray Ford Inc

Yates SWD Corp

Young Chevrolet Inc

Zavala Energy Inc

and these parties

1. are the owners or operators of the Site;
2. owned or operated the Site at the time of processing, storage, or disposal of any solid waste;

3. by contract, agreement, or otherwise, arranged to process, store, or dispose of, or arranged with a transporter for transport to process, store, or dispose of solid waste owned or possessed by the PRPs or by any other person or entity at the Site; or
 4. accepted solid waste for transport to the Site as selected by the PRP.
- B. Reserved.
- C. The following PRPs entered into this AO as Agreeing Respondents but do not admit liability regarding the Site except for the purpose of enforcing this AO.

There are no Agreeing Respondents.

- D. When ranked, the Site had a State Superfund Hazard Ranking System ("HRS") score of 23.6.
- E. The portion of the Site used for ranking on the State Registry of Superfund Sites is described as follows:

All that certain lot, tract or parcel of land being situated in the David Ferguson Survey, Gregg County, Texas and being a part of a 6.12 acre tract of land conveyed from Chaco, Inc. to Ultra Oil, Inc. in deed recorded in Vol. 1212, Page 252, Deed Records, Gregg County, Texas and being more particularly described as follows:

BEGINNING at a 12" x 12" fence corner post on the north ROW of Duncan Road, said point being the SE corner of a 50 acre tract conveyed from Charles McBride to Chaco, Inc. in deed recorded in Vol. 1206, Page 83, Deed Records, Gregg County, Texas and also being the SE corner of the herein described tract;

THENCE along the SBL of the above mentioned 6.12 acre tract, also being the north ROW of Duncan Road:

N 89 deg. 47' 06" W, a distance of 199.02 feet;

S 63 deg. 18' 26" W, a distance of 57.72 feet;

S 89 deg. 55' 54" W, a distance of 120.65 feet to a ½" iron rod for this most southerly SW corner, same being N 89 deg. 55' 54" E, 200.00 feet from the SW corner of said 6.12 acre tract;

THENCE N 00 deg. 56' 53" W, a distance of 200.00 feet to a ½" iron rod for corner;

THENCE S 89 deg. 14' 07" W, a distance of 200.00 feet to a ½" iron rod for this most northerly SW corner, same being located on the east ROW of Charise Drive and the WBL of said 6.12 acre tract and being N 00 deg. 56' 53" W, 200.00 feet from the SW corner of same:

THENCE N 00 deg. 56' 56" W, along the east ROW of said Charise Drive, a distance of 271.25 feet to a 5/8" iron rod for this NW corner, same being the NW corner of said 6.12 acre tract;

THENCE N 89 deg. 03' E, along the NBL of said 6.12 acre tract, a distance of 578.45 feet to a 5/8" iron rod for this NE corner, same being the NE corner of said 6.12 acre tract;

THENCE S 00 deg. 04' 55" E along the EBL of said 6.12 acre tract, a distance of 452.78 feet to the Place of BEGINNING of the herein described tract and containing 5.201 acres.

The remainder, a contiguous 0.92 acre tract of land, is described as follows:

All that certain lot, tract or parcel of land being situated in the David Ferguson Survey, Gregg County, Texas and being a part of a 6.12 acre tract of land conveyed from Chaco, Inc., to Ultra Oil, Inc., in deed recorded in Vol. 1212, page 252, Deed Records, Gregg County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set in the EBL of Charise Drive; THENCE North with the EBL of Charise Drive 200 feet to a ½" iron rod; THENCE North 89 deg. 14' 07" E, 200 feet to ½" iron rod for corner, THENCE S 00 deg. 56' 53" E, a distance of 200 feet to ½" iron rod for corner: THENCE S 89 deg. 55' 54" W with the said SBL of said 6.12 acre tract, 200 feet to the point of BEGINNING, containg [sic] 1 acre of land, more or less, together with all improvements situated thereon.

- F. The Site consists of the area listed in Paragraph E above. In addition, the Site includes any areas outside the area listed in Paragraph E above where as a result, either directly or indirectly, of a release of solid waste or hazardous substances from the area described in Paragraph E above, solid waste or hazardous substances have been deposited, stored, disposed of, or placed or have otherwise come to be located.
- G. The Site was proposed for listing on the State Registry of Superfund Sites in the *Texas Register* on November 17, 2000. 25 Tex. Reg. 11594-95 (Nov. 17, 2000).
- H. The Site historically has been used as a waste oil recycling facility.

- I. The Chemicals of Concern at the Site include those substances listed in Exhibit B. The substances listed in Exhibit B have been processed, deposited, stored, disposed of, or placed or have otherwise come to be located on the Site.
- J. The substances listed in Exhibit B have been documented in surface and subsurface soil and groundwater at the Site.
- K. The substances listed in Exhibit B are:
1. substances designated under Section 311(b)(2)(A) of the Federal Water Pollution Control Act, as amended (33 United States Code ("U.S.C.") Section 1321);
 2. elements, compounds, mixtures, solutions, or substances designated under Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (42 U.S.C. Section 9601 et seq., as amended);
 3. hazardous wastes having the characteristics identified under or listed under Section 3001 of the Federal Solid Waste Disposal Act, as amended (42 U.S.C. Section 6921), excluding wastes, the regulation of which has been suspended by Act of Congress;
 4. toxic pollutants listed under Section 307(a) of the Federal Water Pollution Control Act (33 U.S.C. Section 1317);
 5. hazardous air pollutants listed under Section 112 of the Federal Clean Air Act, as amended (42 U.S.C. Section 7412); or
 6. any imminently hazardous chemical substances or mixtures with respect to which the administrator of the Environmental Protection Agency ("EPA") has taken action under Section 7 of the Toxic Substances Control Act (15 U.S.C. Section 2606).
- L. The substances listed in Exhibit B include the following: garbage; rubbish; refuse; sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility; or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities, or hazardous substances, for the purposes of TEX. HEALTH & SAFETY CODE Sections 361.271 through 361.277 and 361.343 through 361.345.
- M. The substances listed in Exhibit B are solid wastes or hazardous substances.

- N. Solid wastes or hazardous substances at the Site listed in Exhibit B are, or potentially are, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.
- O. Potential pathways for human exposure to the solid wastes or hazardous substances listed in Exhibit B include incidental ingestion of, inhalation of or dermal exposure to surface and/or subsurface soil, and ingestion of or dermal exposure to groundwater.
- P. Exposure to levels of dichloroethylene, cis-1,2-; benzene; propylbenzene, n-; MTBE (methyl tertiary-butyl ether); tetrachloroethylene; toluene; trichloroethane, 1,1,1-; trichloroethylene; trimethylbenzene, 1,2,4-; trimethylbenzene, 1,3,5-; vinyl chloride; xylene, m-; xylene, o-; xylene, p-; dichloroethylene 1,1-; and dichloroethane, 1,2- found at the Site poses an unacceptable carcinogenic risk or an unacceptable toxicity risk.
- Q. The solid wastes or hazardous substances at the Site are not capable of being managed separately under the remedial action plan.
- R. On November 6, 2000, the Commission provided written notice of the proposed listing of the Site on the State Registry to each PRP identified as of that date at the PRP's last known address.
- S. On September 12, 2008, the Commission provided written notice of the public meeting and of the opportunity to comment on the proposed Remedy as specified in Sections 361.187(b) and (c) of the Act to each PRP identified as of that date at the PRP's last known address.
- T. On September 12, 2008, each PRP identified as of that date was provided an opportunity to fully fund or perform the proposed Remedial Activities, as specified in Sections 361.187(d) and 361.133(c) of the Act.
- U. No voluntary actions have been undertaken at the Site by any PRPs.
- V. The Remedy Selection Document ("RSD") for the Site is attached to this AO as Exhibit A.
- W. The remedy adopted in Exhibit A is selected as the Remedy to be implemented in accordance with this AO.

III. Conclusions of Law and Determinations

- A. The PRPs listed in Section II (Findings of Fact) Paragraph A are responsible parties ("RPs") pursuant to Section 361.271 of the Act.

- B. Some of the substances referenced in Section II (Findings of Fact) Paragraph I, which are found at the Site, are hazardous substances as defined in Section 361.003(11) of the Act.
- C. Some of the substances referenced in Section II (Findings of Fact) Paragraph I, which are found at the Site, are solid wastes as defined in Section 361.003(34) of the Act.
- D. Hazardous substances were deposited, stored, disposed of, or placed or otherwise came to be located at the Site; and solid wastes were stored, processed, disposed of, or discarded at the Site.
- E. The Site is a facility as defined in Section 361.181(c) of the Act.
- F. The Site is a solid waste facility as defined in Section 361.003(36) of the Act.
- G. “Imminent and substantial endangerment” is defined by rule as follows: A danger is imminent if, given the entire circumstances surrounding each case, exposure of persons or the environment to hazardous substances is more likely than not to occur in the absence of preventive action. A danger is substantial if, given the current state of scientific knowledge, the harm to public health and safety or the environment which would result from exposure could cause adverse environmental or health effects. 30 TEX. ADMIN. CODE Section 335.342(9).
- H. There has been a release (as defined in Section 361.003(28) of the Act) or threatened release of hazardous substances or solid wastes into the environment at the Site that poses an imminent and substantial endangerment (as defined in 30 TEX. ADMIN. CODE Section 335.342(9)) to the public health and safety or the environment; and therefore, the Site will be listed on the State Registry of Superfund Sites as per Section V (Order) Paragraph A.
- I. The release or threatened release of hazardous substances or solid wastes into the environment at or from the Site has not been proven to be divisible pursuant to Section 361.276 of the Act.
- J. The actions required by this AO are reasonable and necessary to protect the public health and safety or the environment.
- K. The Site is ineligible for listing on the National Priorities List (“NPL”) because the HRS score was below 28.5.
- L. Funds from the Federal Government are unavailable for the Remedial Activities at this Site because it is ineligible for the NPL.

IV. Exhibits and Definitions

A. The following exhibits are incorporated by reference into this AO:

“Exhibit A” Remedy Selection Document

“Exhibit B” List of Solid Wastes and Hazardous Substances at the Site

“Exhibit C” Field Sampling Plan Contents Outline

B. The following terms have the meaning set out below:

“Agreeing Respondent” The PRPs listed in Section II (Findings of Fact) Paragraph C that fund or perform the Work and have agreed to the terms and conditions of this AO as evidenced by signing a consent form.

“Chemicals of Concern” Any chemical that has the potential to adversely affect ecological or human receptors due to its concentration, distribution, and mode of toxicity.

“Day” A calendar day.

“Defaulting Performing Party” Any Performing Party that fails to comply with the terms or conditions of this AO.

“Demobilization” The dismantling and removal of all construction equipment from the Site.

“Effective Date” The Day ten (10) Days after the issue date of this AO.

“Executive Director (ED)” The Executive Director of the TCEQ or a designee.

“include” Use of the term include, in all its forms, in this AO is intended to express an enlargement or illustrative application specifying a particular thing already included within the preceding general words. It is not used as a term of limitation.

“Institutional Control” A legal instrument which indicates the limitations on or the conditions governing use of the property which ensures protection of human health and the environment in accordance with 30 TEX. ADMIN. CODE Chapter 350 and as required by the Remedy.

“Parties” Collectively, the Respondents and the Commission.

“Performing Parties”	Collectively, the Agreeing Respondents and persons that did not enter into this AO but that fund or perform the Work.
“Post Construction Activities (PCA)”	All Remedial Activities at the Site, subsequent to issuance of the Approval of RA Completion, required to complete the Remedial Activities in accordance with this AO.
“Post Construction Cost Estimate”	An estimate of the cost to perform all of the PCA for as long as post construction activities are needed.
“Project Manager”	The individual designated by the ED to oversee implementation of the Work and to coordinate communications with the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties.
“Remedial Action (RA)”	Those Remedial Activities, except for Post Construction Activities, undertaken at the Site, including on-site physical construction and any required institutional controls, to implement the Remedy. The areal extent of the RA is not limited to the Site. It includes all suitable areas in proximity to the Site necessary for implementation of the Remedial Activities.
“Remedial Activities”	The RD, RA, PCA, and any other actions required to implement and maintain the Remedy pursuant to the RSD and 30 TEX. ADMIN. CODE Chapter 335, Subchapter K and 30 TEX. ADMIN. CODE Chapter 350.
“Remedial Activities Contractors”	The individual, company, or companies retained by the Agreeing Respondents, or if there are no Agreeing Respondents to this AO, by the Performing Parties to undertake any or all phases of the Remedial Activities. Remedial Activities Contractors cannot assume the role of any quality assurance official required by this AO.
“Remedial Design (RD)”	Those Remedial Activities during which engineering plans and technical specifications are developed for the Remedy.

“Remediation Goals”	Cleanup standards or other measures of achievement of the goals of the Remedy, consistent with the Act, 30 TEX. ADMIN. CODE Chapter 335, Subchapter K and 30 TEX. ADMIN. CODE Chapter 350, determined by ED to be necessary at the Site to achieve and to maintain the Remedy.
“Remedy”	The Remedy adopted for the Site in the Remedy Selection Document to clean up or control exposure at the Site in accordance with all applicable laws and regulations and to be implemented in accordance with this AO. The Remedy includes all applicable requirements contained in the Act, 30 TEX. ADMIN. CODE Chapter 335, Subchapter K and 30 TEX. ADMIN. CODE Chapter 350.
“Remedy Selection Document (RSD)”	The document that was developed for the Site, based on Site specific information, that specifies the Remedy, and that was adopted by the ED and TCEQ after the opportunity for public review and comment.
“Responsible Parties”	The PRPs listed in Section II (Findings of Fact) Paragraph A.
“Respondents”	Collectively, the Agreeing Respondents, the RPs, and the Performing Parties.
“Samples”	Samples of environmental media taken pursuant to and in accordance with this AO.
“Sections”	Those major divisions of this AO designated by Roman numerals.
“Site Coordinator”	The individual designated by the Agreeing Respondents, or if there are no Agreeing Respondents to this AO, the Performing Parties to oversee the Remedial Activities Contractors and the implementation of the Remedial Activities and to coordinate communications with the ED.
“Site Representative”	A person designated by the Project Manager that is authorized to oversee the Remedial Activities.

“Substantial Completion”

The point, as determined by the ED in his sole discretion, at which the Work (or a specified part thereof) has been substantially completed in accordance with any work plans or documents required to be developed pursuant to this AO.

“Work”

All activities to be undertaken or performed in accordance with and as required by this AO.

V. Order

Therefore, the TCEQ orders:

- A. The Site will be listed on the State Registry of Superfund Sites.
- B. Reserved.
- C. Respondents shall reimburse the Hazardous and Solid Waste Remediation Fee Account for all of the ED’s costs of the Remedial Investigation (“RI”) and the Feasibility Study (“FS”), including the oversight costs of these activities. Respondents shall reimburse the Hazardous and Solid Waste Fee Account for all uncompensated Pre-Remedial Investigation costs, including oversight costs of these activities.

The RPs and any Defaulting Performing Parties shall reimburse the Hazardous and Solid Waste Remediation Fee Account for all costs incurred by the ED in implementing and in overseeing the Work and for any costs incurred by the ED for activities other than the RI and FS to the extent that such costs have not been paid.

Reimbursement is to be made within forty-five (45) Days after the ED transmits a Demand Letter stating the amount owed. Payment is to be paid by cashiers check or money order. All payments and accompanying letters or documentation should contain the following information: “Voda Petroleum, Inc. State Superfund Site,” “Cost Recovery Funds for the Hazardous and Solid Waste Remediation Fee Account (Fund 550) of the State of Texas,” “PCA Code 50482,” “Docket Number 2009-1706-SPF,” and “TCEQ Project Manager, Carol Boucher, P.G.” All payments and accompanying letters or documentation should be mailed to: Cashier’s Office, MC-214, TCEQ, Re: Voda Petroleum, Inc. State Superfund Site, P.O. Box 13088, Austin, TX 78711-3088. All checks and money orders shall be payable to the “Texas Commission on Environmental Quality,” or “TCEQ.” The requirement to make such payments will survive the termination of this AO in accordance with Section XXXIII (Termination of the Administrative Order).

- D. This AO applies to and is binding upon Respondents, their agents, successors, and assigns. Respondents are jointly and severally responsible for carrying out the Work. Performance of any or all of the Work by the Performing Parties or Agreeing Respondents shall not excuse any other Respondent from such performance. Upon performance by any Respondent of Remedial Activities, either alone or in conjunction with other Performing Parties, such Respondent shall, from such performance forward, become a Performing Party. Such performance by a Respondent of some of the Remedial Activities does not excuse the Respondent from performance of those Remedial Activities that took place prior to the Respondent becoming a Performing Party or any other preexisting requirement of this AO. No change in the ownership or corporate status and no acquisition of a Respondent will alter its respective responsibilities under this AO.
- E. Respondents that own or lease real property at the Site shall provide a copy of this AO to all of their lessees or sublessees of the Site until such time as this AO is terminated in accordance with Section XXXIII (Termination of the Administrative Order) and to any prospective owners or successors before all or substantially all property rights, stock, or assets are transferred.
- F. Respondents shall provide a copy of this AO to all contractors, subcontractors, laboratories, and consultants retained by Respondents to perform any or all of the Work within thirty (30) Days after the Effective Date or on the date such services are retained, whichever date occurs later. Notwithstanding the terms of any contract, Respondents remain responsible for compliance with this AO and for ensuring that their contractors and agents comply with this AO.
- G. Within forty-five (45) Days after the Effective Date each Respondent that owns real property at the Site shall record a copy or copies of this AO, with all exhibits, in the appropriate office where land ownership and transfer records are filed or recorded, and shall ensure that the recording of this AO is properly indexed to each and every property comprising any part or all of the Site so as to provide notice to third parties of the issuance and terms of this AO with respect to those properties. Each Respondent that owns real property comprising all or any part of the Site shall, within sixty (60) Days after the Effective Date, send notice of such recording and indexing to the ED. The obligations and restrictions of this AO run with the land and are binding upon any and all persons who acquire any interest in any real property comprising all or any part of the Site.

Not later than ninety (90) Days before any transfer of any property interest in any property included within the Site and in accordance with Section XII (Notices and Submittals) Respondents that own or lease such real property shall submit the transfer documents to the ED.

- H. In accordance with Section 361.1855 of the Act and for the purpose of selecting the Remedy, the ED has selected commercial/industrial as the appropriate land use for the Site. Any change in use of any or all of the Site must comply with Section 361.190 of the Act.
- I. A qualified Remedial Activities Contractor shall direct and supervise all aspects of the Remedial Activities. Within ten (10) Days after the Effective Date each Respondent that is not an Agreeing Respondent shall notify the ED of its intent to perform the Work.
- In addition to fulfilling the requirements of Section VIII (Project Manager/Site Coordinator) Paragraph C, within ten (10) Days after the Effective Date, Agreeing Respondents or, if there are no Agreeing Respondents, Performing Parties shall notify the ED in writing of the name, title, qualifications, relevant licenses, and permits of the Site Coordinator and Remedial Activities Contractor proposed to be used in carrying out the Remedial Activities. The Agreeing Respondents shall demonstrate or, if there are no Agreeing Respondents, the Performing Parties shall demonstrate that each proposed Remedial Activities Contractor has any licenses necessary to do business in the State of Texas and permits necessary to perform any or all of the Remedial Activities. If at any time the Agreeing Respondents or, if there are no Agreeing Respondents, Performing Parties propose to use a different Remedial Activities Contractor, the Agreeing Respondents or Performing Parties, as appropriate, shall notify the ED before the new Remedial Activities Contractor performs any of the Remedial Activities. The Agreeing Respondents' Site Coordinator shall be the Project Manager's and Site Representative's point of contact for all Performing Parties. All Performing Parties must coordinate with and cooperate with any Agreeing Respondents in the performance of any and all of the Work.
- J. The Remedy may be modified as specified in 30 TEX. ADMIN. CODE Section 335.349. Except as specified in the previous sentence and in Section XVIII (Extension of Deadlines), the terms of this AO may be amended upon approval by the Commission after notice to all Respondents.
- K. Respondents shall provide all the necessary information and assistance for TCEQ's Community Relations personnel to implement the Community Relations Plan.
- L. All ED-approved final submittals, documents, plans, and reports required to be developed and approved by the ED pursuant to this AO will be incorporated in and enforceable under this AO.
- M. In complying with this AO, Respondents shall at all times comply with the requirements of the Act and 30 TEX. ADMIN. CODE Chapter 335, Subchapter K and 30 TEX. ADMIN. CODE Chapter 350, as applicable.

VI. Remedial Activities

- A. The Respondents shall undertake the Remedial Activities in the following phases:

Remedial Design ("RD");

Remedial Action ("RA"); and

Post Construction Activity ("PCA").

The ED may, in his sole discretion, waive, in writing, a requirement to submit any report, submittal, document or plan otherwise required to be submitted by this AO.

B. Remedial Design

1. Not later than ten (10) Days after the Effective Date, Respondents shall submit a Design Concept Memorandum ("DCM") to the ED for review, comment, and approval. Respondents must submit a DCM that includes:
 - a. Description of key performance and design criteria for the Remedy necessary to meet the requirements of the Remedy Selection Document;
 - b. Identification of all significant design options that may be considered by the design professional to meet the required performance and design criteria and the proposed option(s) to meet those criteria; and,
 - c. Identification of potential problems and unresolved issues which may affect the timely completion of the RD, RA and PCA, and proposed solutions to those problems.
2. Within thirty (30) Days after the ED approves the DCM, Respondents shall:
 - a. Obtain written landowner consent for any institutional control to be placed on the land records for any or all of the Site as required by this AO or by TCEQ rule and submit a copy of the consent to the ED; and
 - b. Submit a Preliminary RD to the ED for review, comment, and approval.
3. The Respondents shall submit a Preliminary RD that meets the requirements as set forth in this Section and consists of a 30% completion of all sections of the following RD submittals:

RA Schedule;

RA Field Sampling Plan (“RA FSP”);

Remedial Action Construction Quality Assurance Project Plan (“RA C-QAPP”);

RA Plans and Specifications;

RA Health and Safety Plan (“RA HASP”); and

Post Construction Activity Plan (“PCA Plan”).

4. The RA Schedule will describe the sequence, dependency on other activities, and duration of each activity to be conducted during the RA including Project Milestones (which will be subject to the provisions of Section XXI (Stipulated Penalties), Paragraph D) and the specific mobilization date to begin the RA.
5. The RA Sampling and Analysis Plan (RA SAP) and RA C-QAPP will describe the means of assuring quality during the RA and will specify a quality assurance official (“Respondent QA Official”), independent of the RA Contractors, to conduct a quality assurance program during the RA.
 - a. The RA SAP will be comprised of the RA FSP and the “Texas Commission on Environmental Quality Superfund Cleanup Section, Remediation Division, Quality Assurance Project Plan for the Superfund Program” (Program QAPP) which is most current as of the Effective Date of this AO. The RA SAP will address sampling and analysis relating to environmental parameters which may present toxic risk to human health or the environment. Respondents and their contractors and subcontractors, including analytical laboratories, shall strictly adhere to all requirements of the approved RA SAP.
 - b. The Program QAPP text will not be altered. Alterations to the Program QAPP necessitated by project specific circumstances will be effected by appropriate notation in Section 8.0 “Exceptions, Additions and Changes to the Program QAPP” of the RA FSP.
 - c. The RA FSP will include:
 - i) All data required by the Program QAPP and the contents outline attached as Exhibit C to this AO;

- ii) Data Quality Objectives ("DQO's") which provide for the collection and analysis of a sufficient quantity and quality of data to demonstrate attainment of the Remediation Goals and to demonstrate protection of off-site receptors from exposure to Chemicals of Concern during the RA; DQO's will be developed in accordance with EPA "Guidance for the Data Quality Objectives Process, EPA QA/G-4"; and
 - iii) A perimeter air monitoring plan including the action levels necessary to protect off-site receptors from exposure to the Chemicals of Concern; the Chemicals of Concern to be sampled; the kinds of sampling techniques to be used to sample; the number, type, and location of monitors; the calibration methods and schedule; and the sampling and reporting frequency.
- d. In regard to laboratories and laboratory analytical work, Respondents shall:
 - i) Ensure that all contracts with laboratories utilized by Respondents for analysis of Samples provide for access to those laboratories by the ED's personnel and the ED's authorized representatives to assure the accuracy of laboratory results related to the Site.
 - ii) Ensure that each laboratory it may use is qualified to conduct the proposed work. This includes use of methods and analytical protocols for the Chemicals of Concern in the media of interest within detection and quantitation limits consistent with both QA/QC procedures and approved DQOs for the site. The Respondent QA Official shall provide written certification that it has reviewed the laboratory's Quality Assurance Plan and capabilities and has determined that:
 - (a) The laboratory has a documented quality assurance program in place that is generally consistent with National Environmental Laboratory Accreditation Conference (NELAC) standards;
 - (b) The laboratory has demonstrated and documented proficiency with each sample preparation and determinative combination to be used on the project;

- (c) The laboratory has documented standard operating procedures for each of the methods required for the project; and,
- (d) The laboratory has the capability of meeting the analytical objectives for the project.

A table which presents the laboratory's method detection limits and quantitation limits and the preliminary remediation goal for each analyte of concern, and a table that presents the laboratory's control limits for quality control parameters, i.e., surrogates, matrix spike/matrix spike duplicate samples, and laboratory control samples must be submitted along with the certification letter and must be submitted attached or inserted into the RA FSP.

- iii) Ensure that all laboratories used for analysis of Samples are acceptable to the ED. A laboratory may be deemed unacceptable for any of the following reasons:
 - (a) repeated or numerous deficiencies found in the laboratory quality assurance program during the ED's or EPA's laboratory inspections;
 - (b) repeated or numerous deficiencies in laboratory performance;
 - (c) debarment by EPA; or
 - (d) failure to comply with any requirement or criteria of the Program QAPP or this AO.
 - iv) Ensure that all data submitted to the agency is produced by laboratories accredited by TCEQ according to 30 TEX. ADMIN. CODE Chapter 25 (relating to Environmental Testing Laboratory Accreditation and Certification) Subchapters A and B.
6. The RA C-QAPP will describe the activities necessary to ensure that the Remedy is constructed to meet or exceed all design criteria, plans, specifications, and all applicable Remediation Goals. The RA C-QAPP will address sampling and analysis relating to physical properties of constructed engineered controls which must meet specified criteria to ensure the long-term performance of those features (e.g. physical soil properties of soil

backfill or constructed clay caps, physical properties of geotextiles and liner materials, leak testing of piping systems and containment vessels, etc.). At a minimum, the RA C-QAPP will include the following elements:

- a. The responsibility and authority of organizations and key personnel involved in designing and constructing the RA;
 - b. The qualifications of the Respondent QA Official(s) and supporting inspection personnel;
 - c. The observations and tests that will be used to ensure that the construction meets or exceeds all design criteria, plans and specifications and all applicable Remediation Goals;
 - d. The sampling activities, sample size, methods for determining locations, frequency of sampling, acceptance and rejection criteria, and methods for ensuring that corrective measures are implemented; and
 - e. Detailed reporting requirements.
7. The RA Plans and Specifications will establish the sequences, procedures and requirements to be implemented at the Site including at a minimum:
- a. Demolition activities including monitor well closure, decontamination, environmental controls, and disposal.
 - b. Excavation activities including: establishment of limits of initial excavation for surface and subsurface soils with provisions for field controls; excavation materials handling including stockpiling; excavation confirmation sampling; backfill procedures; air emissions control; stormwater management; cross-contamination prevention; and equipment and personnel decontamination procedures and facilities.
 - c. Estimated quantities of material to be excavated and estimated quantities of materials to be disposed of off-site.
 - d. Site restoration activities, including backfill materials, compaction, and final cover.
 - e. Plans including at a minimum:
 - i) Site plan;

- ii) Demolition plan;
 - iii) Excavation plan, plan view;
 - iv) Excavation plan, sections;
 - v) Monitor well construction details;
 - vi) Final Site grading plan;
 - vii) Construction details; and
 - viii) All other plans and specifications necessary to describe sequences, procedures, and requirements to conduct the Remedial Activities in a manner protective of human health and the environment.
8. The RA HASP will specify the procedures that are sufficient to protect on-site personnel and the public from the physical, chemical and/or biological hazards of the site. The HASP will address all requirements of 29 CFR Chapter XVII - "Occupational Safety and Health Administration (OSHA), Department of Labor," 40 C.F.R. § 35.6015(a)(21) "Health and Safety Plan," and all applicable safety regulations, ordinances and statutes pertaining to the safety of on-site personnel and the public. The HASP and any revisions or addenda will be reviewed and signed by a Board Certified Industrial Hygienist.

The TCEQ relies on the Respondent in the preparation of an adequate HASP. However, TCEQ reserves the right to review and provide comments on the Respondent's HASP. If TCEQ provides comments, they constitute only general safety guidelines which are not intended to cause the Respondent to reduce the level of protection. Any language in the comments or in this AO which appears to give the TCEQ the right to direct or control the Respondent's means, methods and details of the Work shall be deemed to mean that the Respondent will follow TCEQ's desires only as to the results of the Work. The Respondent is solely responsible for preparing an adequate HASP, for complying with the RD and the applicable safety laws and regulations, for performing the Work in a safe manner and for protecting the health and safety of on-site personnel and the public. The Respondent shall address the TCEQ's comments and concerns and if necessary submit a revised HASP. TCEQ notation of "approval," "acceptance," or similar language in response to a HASP submittal for review shall not alter the responsibilities of the parties as described in this Section. In the event that TCEQ notes a HASP "approved" or "accepted" or uses similar language to

indicate that there are no further comments, such notation shall be deemed to mean only:

We have reviewed your HASP under the AO provision reserving the right for TCEQ to review and provide comments constituting general safety guidelines (not intended to cause the Respondent to reduce the level of protection). The reviewer(s) might not be Board Certified Industrial Hygienist or any other type of safety professional. We have no comments (or further comments) at this time on your HASP. We recognize this HASP as your final HASP. If you change this HASP you must submit a revision or addendum for review and potential comment in accordance with this AO.

Do not rely on TCEQ review or comments (or lack thereof) on your HASP for any purposes.

By telling you we have no comments (or further comments) we are not assuming responsibility for your means, methods, details or sequences, nor are we assuming any duty of protection to you, your employees, your subcontractors or suppliers, or their employees, or to any third party. Any language in the comments or in this AO which appears to give the TCEQ the right to direct or control your means, methods and details of the Work shall be deemed to mean that you will follow TCEQ's desires only as to the results of the Work. You are solely responsible for preparing and implementing an adequate HASP, for complying with the RD and the applicable safety regulations, ordinances and statutes, for performing the Work in a safe manner and for protecting the health and safety of on-site personnel and the public.

9. The PCA Plan will describe all sequences, procedures and requirements for implementing the PCA. The PCA Plan will, at a minimum, include the following:
 - a. A Post Construction Sampling and Analysis Plan ("PC SAP") and Post Construction Quality Assurance Project Plan ("PC-QAPP") meeting the criteria established herein for the RA SAP and RA C-QAPP but addressing all sampling and analyses relating to PCA;
 - b. Post Construction Plans and Specifications necessary to assure that the Remedial Activities attain and maintain the Remediation Goals;
 - c. A PCA Schedule describing the sequence, dependency on other activities, and duration of each activity to be conducted during the PCA including Project Milestones (which will be subject to Section

XXI Stipulated Penalties Paragraph D), and the specific mobilization date to begin the PCA;

- d. A Post Construction Cost Estimate providing an estimate for a qualified third party to perform all of the tasks necessary for post construction for as long as PCA are needed, in accordance with the PCA Schedule; and
 - e. A Post Construction Activities HASP ("PCA HASP") which meets all of the requirements specified above for the RA HASP but which is appropriate to protect on-site personnel and the public from any physical, chemical and/or biological hazards of the site relating to the Post Closure period and activities.
10. Within thirty (30) Days after the ED provides written comments to the Site Coordinator on the Preliminary RD, Respondents shall submit a Pre-Final RD to the ED for review, comment, and approval. The Pre-Final RD will consist of 95% RD submittals. Respondents shall address the ED's comments on the Preliminary RD and submit a summary note which clearly and explicitly indicates how each comment by the ED on the Preliminary RD has been satisfactorily addressed and which will also identify all other revisions or changes from the Preliminary RD.
11. Within twenty (20) Days after the ED provides the Site Coordinator with the ED's written comments on the Pre-Final RD, Respondents shall submit the Final RD, prepared and sealed by a Professional Engineer registered in the State of Texas, to the ED. The Final RD will consist of 100% complete RD submittals except the PCA Plan. A Professional Engineer shall include a certification that the design was prepared to attain all Remediation Goals upon implementation. Respondents shall address the ED's comments on the Pre-Final RD and submit a summary note which clearly and explicitly indicates how each of the ED's comments on the Pre-Final RD has been satisfactorily addressed and which will also identify all other revisions or changes from the Pre-Final RD.
12. The ED will notify the Site Coordinator of his approval or disapproval of the Final RD including written comments. Within fifteen (15) Days after the ED provides written comments to the Site Coordinator, Respondents shall resubmit the Final RD, in both clean and redline, strikeout format, with a summary note which clearly and explicitly indicates how each of the ED's comments on the previous draft of the Final RD has been satisfactorily addressed and which will also discuss all other revisions or changes from the previous draft of the Final RD.

13. The ED will notify the Site Coordinator of his approval or disapproval of each resubmittal of the Final RD. Each resubmittal will be submitted as specified in Paragraph 12 above. Disapproval of the first resubmittal, and each subsequent resubmittal, is subject to assessment of stipulated penalties in accordance with Section XXI (Stipulated Penalties).
14. Upon the ED's approval, the documents comprising the Final RD will be incorporated as requirements into and will be enforceable under this AO.

C. Remedial Action

1. Respondents and Respondents' contractors and subcontractors shall not mobilize to the Site until the Final RD is approved by the TCEQ. Under no circumstance will mobilization occur prior to TCEQ approval of the RA HASP.² The Respondents will be responsible for initiating, maintaining, and supervising all safety precautions and programs required for the protection of all persons who may be affected by the Work, the Work, and any property which may be affected by the Work.
2. As soon as practicable after the award of any contract to ship solid wastes and/or hazardous substances from the Site and prior to any such actual shipment, Respondents shall submit to the Project Manager a written certification containing all relevant information regarding such shipments. The certification will include:
 - a. The name and location of the facility to which the solid wastes and/or hazardous substances are to be shipped;
 - b. The type and quantity of the solid wastes and/or hazardous substances to be shipped;
 - c. The expected schedule for the shipment of the solid wastes and/or hazardous substances; and
 - d. The method of transportation and the name, address, and phone number of the transporter.
3. In addition, Respondents shall certify that:
 - a. No enforcement order is currently imposed on any selected receiving facility or transporter by any regulating authorities;

²TCEQ's "approval" or "acceptance" of the HASP will be given the meaning as explained in Section VI (Remedial Activities) Paragraph B.8.

- b. The selected receiving facility and transporter are permitted to accept the specific solid wastes and/or hazardous substances to be shipped from the Site by all appropriate regulating authorities; and
 - c. After appropriate inquiry, they have no knowledge that either the selected receiving facility or transporter is non-compliant with any federal, state, or local requirement.
- 4. The ED may inspect the Remedial Activities and/or the Site at any time to evaluate compliance with this AO.
- 5. At least ten (10) Days prior to the expected date of achieving Substantial Completion of the RA, the Site Coordinator shall conduct a pre-Substantial Completion inspection and shall develop and submit to the ED a preliminary punch list identifying any nonconformance with the requirements of the RA Plans and Specifications.
- 6. At the same time that the Performing Parties submit the Substantial Completion punch list, they shall schedule a Substantial Completion inspection by the ED. The Site Coordinator shall accompany the ED during the Substantial Completion inspection.
- 7. Within 10 Days after the ED's on-site inspection, the Respondents shall submit to the ED in writing a revised punch list incorporating any deficiencies identified by the ED during the Substantial Completion inspection, indicating those deficiencies that are completely addressed and providing a proposed schedule and list of activities necessary to complete the RA. The ED will notify the Site Coordinator in writing of his approval or disapproval of the revised punch list.

If the ED disapproves the revised punch list, the ED will provide written comments to the Site Coordinator. Within ten (10) Days after the ED provides written comments to the Site Coordinator on the revised punch list, Respondents shall submit a final punch list, in both clean and redline, strikeout format, with a summary note that clearly and explicitly indicates how each of the ED's comments on the revised punch list has been satisfactorily addressed. The ED will notify the Site Coordinator of his approval or disapproval of the final punch list with comments. If disapproved by the ED, within fifteen (15) Days after the ED provides written comments, Respondents shall resubmit the final punch list. The ED will notify the Site Coordinator of his approval or disapproval of each resubmittal of the final punch list. Disapproval of the first resubmittal and each subsequent resubmittal is subject to assessment of stipulated penalties in accordance with Section XXI (Stipulated Penalties).

8. When Respondents believe that they have completed the RA, they shall submit a certification to the ED that the RA is complete. If the ED identifies RA items to be corrected or completed, Respondents shall immediately correct or complete these items.
9. Within forty five (45) Days after Respondents certify that the RA is complete, Respondents shall submit to the ED a draft RA Report, containing the following:
 - a. A certification from a Professional Engineer licensed in the State of Texas that the RA has been completed in compliance with the Final RD and this AO and that the RA is complete;
 - b. All data collected during the RA and documentation of compliance with the terms of the RA Quality Assurance Project Plan and the RA Construction Quality Assurance Plan;
 - c. Copies of waste manifests for all Class II, Class I, and hazardous wastes and substances disposed of off-site;
 - d. As-built drawings showing:
 - i) Areas and depths of excavation, with verification sample results by grid area;
 - ii) Final site plan with topographic contours;
 - e. Progress photographs;
 - f. Proposed areas for soil and groundwater that will require land use restrictions and/or other deed notices, certifications, or restrictions; and,
 - g. Proposed language for any institutional controls in accordance with and as required by this AO and TCEQ rules.
10. The ED will notify the Site Coordinator of his approval or disapproval of the draft RA Report. If the ED disapproves the draft RA Report, the ED will provide written comments to the Site Coordinator.
11. Within fifteen (15) Days after the ED provides written comments to the Site Coordinator on the draft RA Report, Respondents shall submit a final RA Report, in both clean and redline, strikeout format, with a summary note which clearly and explicitly indicates how each of the ED's comments on the

draft RA Report has been satisfactorily addressed and which also discusses all other revisions or changes from the draft RA Report.

12. The ED will notify the Site Coordinator of his approval or disapproval of the final RA Report with comments.
13. If disapproved by the ED, within fifteen (15) Days after the ED provides written comments, Respondents shall resubmit the RA Report as specified in Paragraph 11 above. Each resubmittal will also be submitted in accordance with Paragraph 11 above.
14. The ED will notify the Site Coordinator of his approval or disapproval of each resubmittal of the final RA Report including written comments. Disapproval of the first resubmittal and each subsequent resubmittal is subject to assessment of stipulated penalties in accordance with Section XXI (Stipulated Penalties).
15. Within thirty (30) Days after approval of the final RA Report and after obtaining the required written landowner consent in accordance with Paragraph B.2 of this Section, Respondents shall:
 - a. record a copy or copies of any required institutional controls in compliance with the requirements found in 30 TEX. ADMIN. CODE Chapter 350.111 in the appropriate local or county office where land ownership and transfer records are filed or recorded;
 - b. ensure that the recording of these documents is properly indexed and recorded to each and every property at the Site in the appropriate office where land ownership and transfer records are filed so as to provide notice to third parties concerning those properties; and
 - c. send evidence of such recording, landowner consent, and indexing to the ED.
16. After he approves the final RA Report, receives evidence of the filing of any institutional control from each property owner or other person as required by Section V (Order) Paragraph G, and determines that the financial assurance requirements of Paragraph E below have been satisfied, the ED will issue an Approval of RA Completion to the Agreeing Respondents, or if there are no Agreeing Respondents to this AO, any Performing Parties.

D. Post Construction Activity

1. Concurrent with the submittal of the preliminary punch list for the Substantial Completion inspection, the Site Coordinator shall 1) submit a list of the name, title, qualifications, relevant licenses and permits of the Remedial Activities Contractors proposed to be used in carrying out any or all of the PCA and 2) submit to the ED a Revised PCA Plan.
2. The ED will notify the Site Coordinator of his approval or disapproval of the Revised PCA Plan including written comments to the Site Coordinator.
3. Within fifteen (15) Days after the ED provides written comments to the Site Coordinator, Respondents shall submit the Final PCA Plan, in both clean and redline, strikeout format, with a summary note which clearly and explicitly indicates how each of the ED's comments on the Revised PCA Plan has been satisfactorily addressed and which will also discuss all other revisions or changes from the Revised PCA Plan.
4. The ED will notify the Site Coordinator of his approval or disapproval of the submittal and each resubmittal of the Final PCA Plan. Each resubmittal will be submitted as specified in Paragraph 3 above. Disapproval of the first resubmittal and each subsequent resubmittal is subject to assessment of stipulated penalties in accordance with Section XXI (Stipulated Penalties).
5. Upon the ED's approval of the final PCA Plan, Respondents shall begin the PCA in accordance with the schedule included in the PCA Plan.
6. The Agreeing Respondent(s) shall submit a Five Year Review report to the TCEQ for TCEQ's approval no later than five (5) years after the ED approves the Final Remedial Action for the Site. The Five Year Review report must be conducted in accordance with the U.S. Environmental Protection Agency's "Comprehensive Five-Year Review Guidance." The Agreeing Respondent(s) shall submit Five Year Review reports for the Site to the TCEQ every five (5) years unless and until the TCEQ approves cessation.

E. Post Construction Financial Assurance

1. Respondents shall provide financial assurance in the minimum amount of the final Post Construction Cost Estimate and shall maintain such financial assurance for the full duration of the PCA. Within ten (10) Days of the ED's approval of the PCA Plan, Respondents shall submit a written proposal for providing financial assurance to the ED for approval.

2. Subject to the ED's approval, financial assurance may be demonstrated by one or a combination of the following mechanisms: letter of credit, surety bond guaranteeing payment, surety bond guaranteeing performance, fully funded trust, insurance, escrow account or other approved mechanism. Each financial assurance document will be issued by an institution with the authority to issue the document whose operations are regulated and examined by a federal or state agency.
3. Within fifteen (15) Days after the ED provides written approval of Respondents' proposed financial assurance mechanism to the Site Coordinator, Respondents shall submit the necessary financial assurance documents to the ED. The ED will notify the Site Coordinator of his approval or disapproval of the financial assurance documents with comments. If disapproved by the ED, within fifteen (15) Days after the ED provides written comments to the Site Coordinator, Respondents shall resubmit the financial assurance documents, in both clean and redline, strikeout format, with a summary note which clearly and explicitly indicates how each of the ED's comments on the previous draft of the financial assurance documents has been satisfactorily addressed and which will also discuss all other revisions or changes from the previous draft of the financial assurance documents.
4. The ED will notify the Site Coordinator of his approval or disapproval, with comments, of each resubmittal of the financial assurance documents. Each resubmittal will be submitted in accordance with Paragraph 3 above. Disapproval of the first resubmittal and each subsequent resubmittal is subject to assessment of stipulated penalties in accordance with Section XXI (Stipulated Penalties).

VII. Failure to Attain Remediation Goals or Findings of Significant Difference

- A. If at any point in the Remedial Activities the Performing Parties conclude that the Remedial Activities as implemented in accordance with this AO will not attain the Remediation Goals, or if the Performing Parties find that conditions at the Site differ from those that form the basis of the RSD and significantly change the scope, performance or costs of the Remedial Activities, then the Performing Parties shall take the actions specified in this Section.
- B. Within ten (10) Days after the Performing Parties initially determine that a failure to attain Remediation Goals or that a significant difference in the scope, performance or cost of the Remedial Activities as described in this Section exists, Performing Parties shall notify the ED of that determination with a description of its basis.

- C. Not later than sixty (60) Days after the initial assertion of a failure to attain Remediation Goals or of a significant difference in the scope, performance or cost of the Remedial Activities, the Performing Parties shall submit a Failure Evaluation Report to the ED for his approval.
- D. The Performing Parties shall submit a Failure Evaluation Report that meets the requirements of this Section. The Failure Evaluation Report will include a discussion of the following: the data related to the failure to attain Remediation Goals or to the assertion of a significant difference, conclusions concerning all such data, and any known cause of the failure to attain Remediation Goals or of the significant difference, and a recommendation for any necessary additional studies. Data presented in the Failure Evaluation Report will comply with the DQOs.
- E. The ED will not consider the failure of a design element or remedial action that is not required by this AO to be the basis for a failure to attain the Remediation Goals.
- F. The ED will consider differences in the quantity or extent of contaminants as the basis for a determination of a significant difference only when such differences are so significant as to cause the Remedy not to be the lowest cost alternative that is technologically feasible and reliable and that effectively mitigates and minimizes damage to and provides adequate protection of the public health and safety or the environment.
- G. After receipt of the Failure Evaluation Report, the ED will notify the Site Coordinator of his approval or disapproval of the report with comments. If the ED determines that the basis of the Performing Parties' assertion of a failure to attain Remediation Goals or of a significant difference is valid, no applicable stipulated penalties will be imposed for missed deadlines subsequent to the Performing Parties' notification made in accordance with Paragraph B above, except for failure to submit documents pursuant to this Section. If the ED determines that the basis of a failure to attain Remediation Goals or of an assertion of a significant difference is not valid, the ED will direct that Remedial Activities continue and that the Performing Parties pay any applicable stipulated penalties for any missed deadlines.
- H. Unless the ED approves the Failure Evaluation Report and/or directs continuation of Remedial Activities, within thirty (30) Days after the ED provides written comments to the Site Coordinator, the Performing Parties shall resubmit the Failure Evaluation Report, in both clean and redline, strikeout format, with a summary note which clearly and explicitly indicates how each of the ED's comments on the previous draft of the Failure Evaluation Report has been satisfactorily addressed and which will also identify all other revisions or changes from the previous version of the Failure Evaluation Report.

- I. The ED will notify the Site Coordinator of his approval or disapproval, with comments, of each resubmittal of the Failure Evaluation Report. Each resubmittal will be submitted in accordance with Paragraph H above. Disapproval of the first resubmittal and each subsequent resubmittal is subject to assessment of stipulated penalties in accordance with Section XXI (Stipulated Penalties).
- J. Not later than ninety (90) Days after a determination by the ED that the Remedy will not attain the Remediation Goals or a significant difference exists, the Respondents shall submit to the ED for approval a written report evaluating alternatives to the Remedial Activities and may submit a proposal for such alternative Remedial Activities as may be necessary to achieve the Remediation Goals. Any proposed alternatives must comply with the remedy selection criteria contained in 30 TEX. ADMIN CODE Chapter 335, Subchapter K and 30 TEX. ADMIN. CODE Chapter 350. The Remedy may be modified, as stated in Section V (Order) Paragraph J, only as specified in 30 TEX. ADMIN. CODE Section 335.349.
- K. In the event TCEQ determines that alternate or additional remedial actions are necessary because of the Remedy's failure, TCEQ may terminate this AO.

VIII. Project Manager/Site Coordinator

- A. Not later than the Effective Date, the ED will designate a Project Manager to oversee implementation of the Work and to coordinate communication between the ED and the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties.
- B. Respondents shall direct all communications regarding the Remedial Activities, whether written or oral, at a minimum, to the Project Manager or, if not available, the alternate Project Manager.
- C. In addition to fulfilling the requirements of Section V (Order) Paragraph I, within ten (10) Days after the Effective Date, the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties shall submit a written notice to the Project Manager containing the Site Coordinator's address, phone number and/or pager number at which he/she may be contacted at any time in case of emergency. The Site Coordinator shall notify the ED in writing at least seven (7) Days prior to the start date of any field activities associated with the Remedial Activities. All Performing Parties must coordinate with and cooperate with any Agreeing Respondents in the performance of any and all of the Work.
- D. The Project Manager has the authority to require that the Remedial Activities are performed in accordance with all applicable statutes and regulations and with this AO and to require a cessation of the performance of any part or all of the Remedial Activities that:

1. In the Project Manager's opinion, may present or contribute to an imminent and substantial endangerment to public health, welfare, or the environment because of an actual or threatened release of solid wastes or hazardous substances from the Site; or
 2. In the Project Manager's opinion, is not in conformance with any work plan developed in accordance with this AO; or
 3. In the Project Manager's opinion, is a violation of any work plan developed in accordance with this AO, HASP, or RA Quality Assurance Project Plan.
- E. Within 24 hours after the Project Manager issues an oral order to halt any or all of the Remedial Activities, if time permits, the Project Manager will provide a brief explanation of the basis for the order. As soon as possible, but in any event no more than fourteen (14) Days after the initial order to halt any or all of the Remedial Activities, the Project Manager will provide a written explanation of the basis for the order to halt any or all of the Remedial Activities to the Site Coordinator. The Remedial Activities may be resumed only after the basis for the order to halt any or all of the Remedial Activities has been corrected and instructions to proceed have been provided to the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties by the Project Manager. All additional costs associated with the cessation of any or all of the Remedial Activities will be borne by Respondents.
- F. During the RD and RA, the Project Manager and Site Coordinator shall hold meetings at least once per month to review the progress and details of the Remedial Activities and to review and resolve any discrepancies in data. At the ED's discretion, these meetings may be held by telephone. At least seven (7) Days prior to each meeting, the Performing Parties shall deliver an agenda for the meeting and any documents to be discussed to the Project Manager.
- G. The ED and the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties may change their respective Project Manager, Alternate Project Manager, or Site Coordinator by written notice to each other of the name, address, and telephone number of the new Project Manager, Alternate Project Manager, or Site Coordinator seven (7) Days prior to the change, or if seven (7) Days notice is not feasible, as soon as possible.
- H. The Project Manager may assign other persons, including other TCEQ employees or contractors, to serve as a Site Representative and may temporarily delegate her or his responsibilities to such Site Representative. The Project Manager will notify the Site Coordinator orally or in writing of such delegation.

IX. Endangerment and Immediate Threat

- A. In the event of any action or occurrence during the performance of the Remedial Activities which causes or threatens a release of a solid waste or hazardous substance or which may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat and shall immediately notify the Project Manager and Site Representative or, if the Project Manager cannot be contacted, the alternate Project Manager and Site Representative. Respondents shall also notify the TCEQ Emergency Response Unit, 1-800-832-8224, Region 5, Tyler. Respondents shall take such action in accordance with all applicable provisions of the HASP. If Respondents fail to take appropriate response action as required by this Section and the ED takes such action instead, Respondents shall reimburse the ED all costs of the response action. Respondents shall make payments of such costs as specified in Section V (Order) Paragraph C and not later than forty-five (45) Days after the ED transmits a Demand Letter stating the amount owed.
- B. Nothing in the preceding paragraph will be deemed to limit any authority of the State of Texas to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of solid wastes or hazardous substances to the environment on, at, or from the Site.

X. Submittals Requiring the ED's Approval

- A. Upon the ED's approval of a submittal, Respondents shall proceed to implement all actions required by the submittal according to the schedule approved by the ED.
- B. Approved submittals may be modified upon agreement by the ED and the Performing Parties. The Performing Parties shall submit proposed modifications and obtain approval in accordance with the process for submittals specified in this AO generally. Upon approval of any modification, the modification is incorporated into the original submittal for all purposes.
- C. The ED's approval of submittals or modifications is administrative in nature and allows the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties to proceed to the next steps in the Remedial Activities. The ED's approval does not imply any warranty of performance, does not imply that the Remedy, when constructed, will meet the Remediation Goals, nor does it imply that the Remedy will function properly and ultimately be accepted by the ED.

XI. Submittal of Documents, Sampling, and Analyses

- A. Respondents shall provide to the ED all data, information, documents, or records related to the Site which are generated or obtained by any Respondent within twenty

(20) Days of any written request from the ED for such data, information, document, or record. Respondents shall provide written notice to the ED immediately upon generating or obtaining any such data, information, document or record.

- B. Subject to the confidentiality provisions set forth in Paragraph C below, all data, information, documents, and records developed pursuant to this AO or submitted by Respondents to the ED pursuant to this AO will be available to the public.
- C. Respondents may assert a claim of business confidentiality pursuant to the Texas Public Information Act as to any process, method, technique, or any description thereof that the Respondents claim constitutes proprietary or trade secret information developed by Respondents or developed by their contractors or subcontractors. If no confidentiality claim accompanies the process, method, technique, or description thereof when submitted to the ED, any such process, method, technique, or description thereof may be made available to the public by the ED or the State of Texas without further notice to Respondents. Respondents shall make business confidentiality determinations in good faith.
- D. The ED or his Site Representatives may take splits or duplicates of any samples obtained by any Respondent at the Site at any time including during the implementation of the Remedial Activities. The Respondents shall provide assistance necessary for the ED to take split or duplicate samples.
- E. Respondents shall provide the ED with a schedule of routine sampling and notify the ED at least seven (7) Days before any non-routine sampling is conducted at the Site, except in the event of situations provided for by Section IX (Endangerment and Immediate Threat). Respondents shall collect and analyze all Samples in accordance with approved work plans developed pursuant to this AO and shall handle all Samples in accordance with the approved RA Quality Assurance Project Plan.
- F. Respondents shall submit all data, information, reports, schedules, and other documents required by this AO in hard copy format (two hard copies of draft submittals and three of final submittals) and in specific computer software format (one electronic copy of each draft and final submittal) as determined by the Project Manager.

XII. Notices and Submittals

Respondents shall make all notices and submittals required by this AO in writing and in accordance with the contact information contained in this Section unless otherwise expressly authorized. Receipt by the Site Coordinator of any notice or communication from the ED relating to this AO will be deemed by the ED to be receipt by all Respondents. All information required to be submitted pursuant to this AO, including data, documents, records, reports, approvals, and other correspondence, will be submitted to the following

Parties at the addressees listed below or to such other addressees as such Party hereafter may designate in a written communication to all other Parties:

As to the Texas Commission on Environmental Quality:

For mail:

Texas Commission on Environmental Quality
Remediation Division
Mail Code 136
P.O. Box 13087
Austin, TX 78711-3087
Attention: Project Manager/Voda Petroleum, Inc. State Superfund Site

For overnight express mail or delivery service:

Project Manager
Mail Code 136
Voda Petroleum, Inc. State Superfund Site
TCEQ, Remediation Division
Building D, Floor 1, Room 277N
12100 Park 35 Circle
Austin, TX 78753

By facsimile:

Project Manager
Voda Petroleum, Inc. State Superfund Site
Superfund Cleanup Section
(512) 239-2450

XIII. Periodic Review

- A. Respondents shall provide written progress reports on the Remedial Activities to the ED, as specified below in Paragraphs B and C.
- B. RD/RA Progress Reports
 - 1. Respondents shall submit written monthly progress reports to the ED beginning on the tenth Day of the month following the Effective Date. These progress reports will describe the actions taken pursuant to this AO during the previous month, including a general description of activities and progress during the reporting period, activities projected to be commenced or completed during the next reporting period, and any problems encountered

or anticipated by Performing Parties in commencing or completing the Remedial Activities. Progress reports will include all data received during the reporting period and an up-to-date progress schedule. Progress reports will identify any violations of this AO and calculate any applicable stipulated penalty required under Section XXI (Stipulated Penalties). The requirement to submit these monthly progress reports will be terminated at the earlier of: 1) if no PCA Plan is required, when the AO is terminated in accordance with Section XXXIII (Termination of the Administrative Order) or 2) if a PCA Plan is required, upon the ED's approval of a Final PCA Plan in accordance with Section VI (Remedial Activities) Paragraph D.

2. If an RD/RA progress report submitted by Performing Parties is deficient, the ED will provide written notice to the Site Coordinator. The notice will include comments and a description of the deficiencies.
3. Within ten (10) Days of the ED providing the Site Coordinator with a notice of deficiency of an RD/RA progress report, Performing Parties shall make such changes as the ED deems necessary and resubmit the progress report to the ED.

C. Post Construction Progress Reports

1. Performing Parties shall submit written monthly post construction progress reports to the ED beginning on the tenth Day of the month following the initiation of the PCA as described in Section VI (Remedial Activities) Paragraph D.1. These progress reports will describe the actions taken pursuant to this AO, including a general description of activities and progress during the reporting period, activities projected to be commenced or completed during the next reporting period, and any problems encountered or anticipated by Performing Parties in commencing or completing the Remedial Activities. Post construction progress reports will include all data received during the reporting period and an up-to-date progress schedule. Post construction progress reports will identify any violations of this AO and calculate any applicable stipulated penalty required under Section XXI (Stipulated Penalties). The requirement to submit monthly post construction progress reports will be terminated when the conditions specified in Section XIV (Termination of Post Construction Activities) have been met as determined by the ED in his sole discretion.
2. If a monthly post construction progress report submitted by Performing Parties is deficient, the ED will provide written notice to the Site Coordinator. This notice will include comments and a description of the deficiencies.

3. Not later than ten (10) Days after the ED provides the Site Coordinator with a notice of deficiency of a post construction progress report, Performing Parties shall make such changes as the ED deems necessary and resubmit the post construction progress report to the ED.

XIV. Termination of Post Construction Activities

The ED will terminate the requirement to perform PCA if Respondents demonstrate that all Remediation Goals have been met. The Respondents shall satisfactorily perform PCA for the duration of time specified in the RSD, and the Remediation Goals will not be deemed achieved before the time specified in the RSD.

XV. Records

- A. Each Respondent shall preserve and retain, and shall instruct its accountants, attorneys, employees, agents, contractors, and subcontractors and anyone else acting on its behalf at the Site to preserve and retain, in the form of originals or copies, all data, records, documents, and information of whatever kind, nature, or description that relate in any way to the Site that are now or that come to be in its possession or control. The previous sentence is meant to include data, records, documents, or information relating to each Respondent's potential liability or to any other person's potential liability for the Site under Section 361.271 of the Act.
- B. All data, records, documents, and information required to be preserved and retained in accordance with Paragraph A above will be preserved and retained for a minimum of ten (10) years after the ED's issuance of the Approval of RA Completion. At the end of this ten (10) years, each Respondent shall notify the ED at least ninety (90) Days before any such data, records, documents, or information is destroyed. If the ED requests, Respondents shall, at no cost to TCEQ, provide the ED originals or copies of such data, records, documents, or information which are not protected by a privilege as per Paragraph C below.

Until this AO is terminated in accordance with Section XXXIII (Termination of the Administrative Order), Respondents shall maintain an index of documents that Respondents claim contain privileged information. The index will contain, for each document, the date, author, addressee, and subject of the document. Respondents shall submit a copy of the index to the ED within ten (10) Days after the ED submits a written request.

- C. Any Respondent refusing to provide copies of any data, information, records, or documents based upon a claim of privilege shall identify the data, information, record, or document and explain the basis for the claim. Notwithstanding the immediately preceding sentence, any data, record, information, or document required to be developed or submitted pursuant to this AO will be available to the public.

- D. At any time prior to the completion of the Work, the ED may contact the Site Coordinator to determine the location and/or to obtain copies of any or all of the data, records, documents, or information developed in accordance with this AO. The Respondents shall provide copies of any such data, records, documents, and information to the ED at no cost to TCEQ.
- E. Upon request by the ED, Respondents shall submit to the ED all data, information, records, and documents requested, including those relevant to the items specified in Section 361.182(b) of the Act for possible inclusion in the administrative record in accordance with 30 TEX. ADMIN. CODE Section 335.345.

XVI. Access

- A. As of the Effective Date, any Respondent that owns, in whole or in part, the Site, an off-site area that is to be used for access to the Site, property subject to or affected by the Remedial Activities, or other property where documents generated in accordance with this AO are or come to be located shall provide access to such property to the ED; any federal, state or local authorities and their contractors approved by the ED; and the Performing Parties and their authorized representatives and contractors. Failure to provide such access may result in the imposition of statutory and/or stipulated penalties. Respondents shall indemnify TCEQ, and TCEQ will not be liable, for any loss or claim arising out of Respondents' activities at the Site, on off-site areas to be used for access to the Site, on property subject to or affected by the Remedial Activities, and on other property where documents generated in accordance with this AO are or come to be located.
- B. If a person other than a Respondent owns, in whole or in part, the Site, an off-site area that is to be used for access to the Site, property subject to or affected by the Remedial Activities, or other property where documents generated in accordance with this AO are or come to be located, Respondents shall obtain, or use their best efforts to obtain, Site access agreements from the then current owner(s) within ninety (90) Days of the Effective Date. Respondents shall secure agreements to provide access for the ED, federal, state or local authorities and their contractors as approved by the ED, and the Performing Parties and their authorized representatives and contractors. Respondents shall insure that such agreements specify that TCEQ is not liable for any loss or claim arising out of any activities at the Site, on off-site areas to be used for access to the Site, on property subject to or affected by the Remedial Activities, or on other property where documents generated in accordance with this AO are or come to be located. Respondents shall provide copies of such agreements to the ED before the Performing Parties initiate field activities. Respondents' best efforts shall include, if necessary, providing reasonable compensation to any property owner not a Party. If access agreements are not obtained within the ninety (90) Days, Respondents shall immediately notify the ED of their failure to obtain access. If the ED determines, in his sole discretion, that the Performing Parties have used best

efforts to obtain such access, the ED will, pursuant to statutory authority, make appropriate efforts to obtain such access upon reasonable terms to the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, to the Performing Parties. Any revision to the deadlines specified in this AO necessitated by Respondents' inability to obtain such access may be considered a reasonable ground for extending any affected deadline pursuant to Section XVIII (Extension of Deadlines).

- C. Subject to the Agreeing Respondents' reasonable safety and internal security requirements, the ED will have the authority to enter, freely move about, and exit the Site, any off-site area that is to be used for access to the Site, property subject to or affected by the Remedial Activities, or other property where documents generated in accordance with this AO are located or come to be located, for the purposes of: inspecting conditions at the Site, the Remedial Activities and all information, documents, data, records, operating logs, and contracts related to the Site; reviewing the Performing Parties' progress in performing the Remedial Activities; conducting such tests as the ED deems necessary; using a camera, sound recording device, or other documentary type equipment; verifying the data submitted to the ED by the Performing Parties; and performing any Remedial Activities not being performed or not being satisfactorily performed by the Performing Parties. Nothing herein will be interpreted as limiting or affecting the ED's right of entry or inspection authority under state or federal law. All persons with access to the Site shall comply with the HASP.

XVII. Delay in Performance

Respondents shall notify the ED of any delay or anticipated delay in achieving compliance with any requirement of this AO. Such notification will be made by telephone to the Project Manager or, if not available, the alternate Project Manager, within forty-eight (48) hours after Respondents first knew or should have known that an event might cause a delay. Within seven (7) Days after notifying the ED by telephone, Respondents shall provide written notification fully describing the cause of the delay, the anticipated duration of the delay, the measures taken and to be taken by Respondents, their contractors, or consultants, to prevent or minimize the delay, and the timetable by which these measures have been, are being, and will be implemented. A revised timetable will be implemented upon its approval by the ED.

XVIII. Extension of Deadlines

Upon failure to comply with the terms and conditions of this AO, any Defaulting Performing Parties shall cease to be Performing Parties and all such rights and privileges as accrue to the Performing Parties pursuant to this AO will immediately terminate as to such Defaulting Performing Parties. At that time all responsibilities and obligations that attach to RPs in addition to those that attach to Performing Parties will attach to Defaulting Performing

Parties that are RPs, including the requirement to pay TCEQ costs in accordance with Section V (Order) Paragraph C.

Notwithstanding anything to the contrary in this AO, the Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties shall bear no costs for any fines, penalties, or increases in the ED's oversight of the Remedial Activities resulting from Defaulting Performing Parties actions or inactions. Defaulting Performing Parties and the RPs may be assessed the ED's full costs for oversight of the Work. If actions required by this AO are delayed or are not timely completed because of acts or omissions of one or more Defaulting Performing Parties, the Agreeing Respondents, or if there are no Agreeing Respondents to this AO, the Performing Parties may request a time extension. Upon such request, the ED will approve the time extension, disapprove it, or approve such alternative time extension as the ED in his sole discretion deems appropriate. Thereafter, Respondents shall adhere to all remaining deadlines in this AO and in any documents developed in accordance with this AO and approved by the ED.

The Agreeing Respondents may seek and the ED may grant an extension of any deadline contained in this AO or in any document submitted pursuant to this AO. Agreeing Respondents shall submit the request for a deadline extension no later than seven (7) Days prior to the deadline date and shall substantiate good cause for extension of the deadline. The determination of what constitutes good cause and the length of any deadline extension will be at the ED's sole discretion.

XIX. Reserved

XX. Compliance with Applicable Laws

- A. Respondents shall perform all actions pursuant to this AO in accordance with the requirements of all applicable or relevant and appropriate federal, state, and local laws, including the Texas Solid Waste Disposal Act as codified in the Texas Health and Safety Code and the Texas Oil and Hazardous Substance Spill Prevention and Control Act as codified in the Texas Water Code. This AO is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.
- B. All materials removed from the Site shall be disposed of or treated at a facility which is in compliance with all applicable or relevant and appropriate federal, state, and local laws and shall be disposed of or treated in accordance with all such requirements.

XXI. Stipulated Penalties

- A. Subject to the provisions of Sections XXII (Force Majeure) and XXIII (Resolution of Disagreements), noncompliance with this AO shall result in the imposition of stipulated penalties as set forth below.

B. Penalties Related to Timeliness of Submittals Required by this AO

For failure to:

1. meet the deadlines set forth in Sections V (Order) and VI (Remedial Activities);
2. submit timely reports as set forth herein;
3. submit data in a timely fashion or provide timely notice of sampling as required by Section XI (Submittal of Documents, Sampling, and Analyses); or
4. resubmit a document within the timeframes specified herein;

Agreeing Respondents shall pay stipulated penalties in the following amounts for each Day and part thereof during which any delay listed in Subparagraphs B.1 through B.4 above continues:

<i>Period of Delay</i>	<i>Amount/Day</i>
1st through 14th Day	\$500.00
15th through 45th Day	\$2,000.00
46th Day and beyond	\$3,000.00

C. Penalties Related to Competency of Submittals

This Paragraph applies to submittals of any document required by Sections VI (Remedial Activities), VII (Failure to Attain Remediation Goals or Findings of Significant Difference), and XIII (Periodic Review) which fail to be responsive and acceptable. Agreeing Respondents shall pay a stipulated penalty of \$5,000 for each week and part thereof that an acceptable and responsive document is not submitted. This penalty may be assessed in addition to any penalties assessed under Paragraph B of this Section.

D. Penalties Related to Project Milestones

For failure to:

1. achieve any RA Project Milestones in accordance with the schedule approved under Section VI (Remedial Activities) Paragraph B; or

2. achieve any PCA Project Milestones in accordance with the schedule approved under Section VI (Remedial Activities) Paragraph B.

Agreeing Respondents shall pay stipulated penalties in the following amounts for each Day and part thereof during which any delay listed in Subparagraphs D.1 through D.2 above continues:

<i>Period of Delay</i>	<i>Amount/Day</i>
1st through 14th Day	\$1,000.00
15th through 45th Day	\$3,000.00
46th Day and beyond	\$10,000.00

- E. For disobeying an order to halt any or all of the Remedial Activities under Section VIII (Project Manager/Site Coordinator), Agreeing Respondents shall pay stipulated penalties of \$10,000 per Day.
- F. For failure to use best efforts to obtain Site access in accordance with Section XVI (Access), Agreeing Respondents shall pay a stipulated penalty of \$1,000 per Day.
- G. For denying access provided for in Section XVI (Access), Agreeing Respondents shall pay stipulated penalties of \$10,000 per Day.
- H. Any Agreeing Respondent who fails to provide records within ten (10) Days after receipt of a written request from the ED or within such other period as specified herein shall pay a stipulated penalty of \$10,000 per Day.
- I. With the exception of the stipulated penalties referenced in Paragraphs E, G and H above which attach to individual Agreeing Respondents, all stipulated penalties assessed in accordance with this Section are joint and several, not individual, obligations.
- J. Agreeing Respondents shall pay stipulated penalties assessed under this Section as specified in Paragraph K below within sixty (60) Days after ED transmits a demand letter stating that stipulated penalties have accrued or after resolution of a disagreement as specified in Section XXIII (Resolution of Disagreements), whichever comes later. Stipulated penalties will accrue from the date of noncompliance until the noncompliance is corrected, provided however, that if any Respondent prevails in resolution of disagreements as specified in Section XXIII (Resolution of Disagreements), it shall have no liability to pay stipulated penalties with regard to those matters submitted for resolution of disagreements in accordance with Section XXIII (Resolution of Disagreements) in which it prevails.

- K. Agreeing Respondents shall pay stipulated penalties to “General Revenue Fund of the State of Texas” and shall mail payments to:

Chief Fiscal Officer (MC 180)

Texas Commission on Environmental Quality

“Re: Voda Petroleum, Inc. State Superfund Site Administrative Order, Docket Number 2009-1706-SPF”

P.O. Box 13088

Austin, Texas 78711-3088

- L. The requirement to pay stipulated penalties that have been incurred prior to the termination of this AO in accordance with Section XXXIII (Termination of the Administrative Order) will survive termination of this AO.
- M. A single act or omission may be the basis for more than one type of stipulated penalty. A single act or omission may also be subject to more than one (1) Day of stipulated penalties. In cases where more than one stipulated penalty applies to a single act or omission, the ED may choose which stipulated penalties to assess.
- N. The ED has the sole discretion to reduce or waive stipulated penalties and to do so as to specific Agreeing Respondents or groups of Agreeing Respondents.
- O. Stipulated penalties against Agreeing Respondents will be in lieu of administrative and civil penalties for the same violation but will not prevent TCEQ from seeking enforcement of the ordering provisions by injunctive relief. Respondents that are not Agreeing Respondents are subject to administrative and civil penalties.

XXII. Force Majeure

- A. If a delay in performance is caused (in whole or in part) by events beyond the reasonable control of the Agreeing Respondents, that failure will not be construed as a violation of this AO. The burden of establishing that an event is beyond their reasonable control lies with the Agreeing Respondents. The Agreeing Respondents shall notify the ED in writing within seven (7) Days of the start of the Force Majeure event and within seven (7) Days of the end of the Force Majeure event. Agreeing Respondents shall submit the notification as specified in this Section. Failure to so notify the ED will constitute a waiver of the claim of Force Majeure.

Such notice will describe in detail the cause of the delay; the anticipated duration of the delay; the measures taken and to be taken by the Agreeing Respondents, their contractors or consultants, to prevent or minimize the delay; and the timetable by which these measures have been, are being, and will be implemented. Measures to prevent or minimize the delay will be implemented upon the ED’s written approval of the timetable. The Agreeing Respondents shall also submit, for the ED’s approval,

a proposed schedule for subsequent Remedial Activities whose deadlines have been affected by the Force Majeure event. Neither the ED's approval of the timetable of measures to be taken to prevent or minimize delays or of the revised schedule of Remedial Activities will be construed as excusing the delay or as a waiver of TCEQ's rights to enforce this AO.

- B. Force Majeure events will not include increased costs or expenses of any part or all of the Work or the financial inability of any Agreeing Respondent to perform any part or all of the Work.
- C. If the ED and the Agreeing Respondents cannot agree that the cause for the delay was a Force Majeure event or cannot agree upon the schedule for subsequent Remedial Activities, then the disagreement will be resolved according to Section XXIII (Resolution of Disagreements). The Agreeing Respondents shall have the burden of demonstrating that Force Majeure is warranted.

XXIII. Resolution of Disagreements

- A. The Agreeing Respondents and the ED shall attempt to resolve on an informal basis any issues arising under Sections V (Order) through XXXIII (Termination of the Administrative Order) on which there is disagreement. The Agreeing Respondents shall commence informal negotiations by notifying the Project Manager in writing that there is a disagreement and that this Section is being invoked. Except as provided below in Paragraph D, informal negotiations will not extend beyond thirty (30) Days from the date the Project Manager receives such notification, unless the Agreeing Respondents and the ED agree otherwise in writing.
- B. The Agreeing Respondents shall notify the Project Manager within thirty (30) Days after the Day the Agreeing Respondents knew or should have known of the events giving rise to the disagreement. Should the Agreeing Respondents fail to give such notice, the ED's decision on any disagreement will be binding.
- C. Notification of the Project Manager in accordance with Paragraph A above will not by itself postpone the deadlines established in accordance with this AO or stay the accrual of any applicable stipulated penalties for the matter at issue. However, the obligation to pay any applicable stipulated penalties to the TCEQ will be stayed pending resolution of the disagreement in accordance with this Section.
- D. If the ED makes a determination to perform a portion or all of the Remedial Activities, the Agreeing Respondents shall have five (5) Days after notification to the Site Coordinator to commence informal negotiations by notifying the Project Manager in accordance with Paragraph A above. Informal negotiations will not extend beyond fifteen (15) Days from the date the ED receives notification, unless the Agreeing Respondents and the ED agree otherwise in writing.

- E. The procedure for any resolution of disagreements subsequent to informal negotiations will be found in Sections 361.321 and/or 361.322 of the Act.
- F. Unless otherwise specifically set forth herein, the fact that resolution of disagreements is not specifically set forth in individual Sections is not intended to and will not bar the Agreeing Respondents from invoking this Section as to any disagreement arising under Sections V (Order) through XXXIII (Termination of the Administrative Order), including any disagreement concerning the ED's exercise of discretion under the terms of this AO.

XXIV. Indemnification

Respondents agree to indemnify and hold harmless TCEQ and its officers, employees, agents, principals and assigns from and against all fines, penalties, claims, damages, losses, demands, judgments, settlements, costs of suit, and attorneys fees that arise out of or result from:

1. Respondents' performance of an inherently dangerous activity or handling of a solid waste or hazardous substance at or from the Site;
2. Respondents' negligent, reckless, or intentional acts or omissions or such acts or omissions of any of its agents or employees; and
3. the negligent, reckless, or intentional acts or omissions of any of Respondents' contractors or suppliers or their agents or employees.

XXV. Liability

The State of Texas, by issuing this AO, assumes no liability for any injuries or damages to persons or property resulting from acts or omissions of Respondents, or their directors, officers, employees, agents, representatives, successors, assigns, contractors, or consultants in carrying out any of the Work. Neither TCEQ nor the State of Texas will be deemed a party to any contract entered into by any Respondent or its directors, officers, employees, agents, successors, assigns, contractors, or consultants to perform any or all of the Work or any other activity at the Site.

XXVI. Severability

The provisions of this AO are intended to be severable and are deemed severable. Should any provision of this AO be rendered unenforceable by a court of competent jurisdiction or other appropriate authority the remaining provisions will remain valid and enforceable.

XXVII. TCEQ's General Reservation of Rights and Retention of Claims

Except as specified herein, nothing in this AO will constitute or be construed as a covenant not to sue by TCEQ or the State of Texas or a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation. Except as specified herein, the ED reserves and this AO is without prejudice to all rights against Respondents with respect to all matters including:

1. Claims based on Respondents' failure to fulfill the requirements of this AO;
2. Liability arising from the past, present, or future disposal, release, or threat of release of solid wastes or hazardous substances outside of or not related to the Site;
3. Liability for future disposal of solid wastes or hazardous substances at the Site, other than as provided in the RSD or in any work plan required to be developed in accordance with this AO;
4. Liability for violations of federal or state law which occur during or after implementation of the Remedial Activities;
5. Claims based on criminal liability; and
6. Claims for natural resource damages as defined by CERCLA (42 U.S.C. Sections 9601 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.), the Oil Spill Prevention and Response Act (Texas Natural Resources Code Chapter 40), and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.).

XXVIII. Section Headings

Section headings are included for convenience of reference only and will be disregarded in the construction and interpretation of any of the provisions of this AO.

XXIX. Continuing Authority

TCEQ specifically retains authority over Respondents for the duration of this AO for the purposes of issuing such further orders or directions as may be necessary or appropriate to construe, implement, modify, enforce, terminate, or reinstate the terms of this AO or for any further relief as the interest of the State of Texas may require.

XXX. Enforcement

Except as provided in Section XXI (Stipulated Penalties) Paragraph O, nothing herein will preclude TCEQ from taking any additional enforcement actions against Respondents at any time including issuing such additional orders as TCEQ may deem necessary or from requiring Respondents to perform additional activities in the future and to completely perform all of the Work.

This AO in no way obligates the State of Texas to assist Respondents in defending contribution actions brought by other persons or entities.

XXXI. Computation of Time

- A. Deadlines falling on a weekend or a State of Texas holiday will be extended until the next business day.
- B. The terms “submit” and “provide” as used herein will refer to the date on which information, data, a document, or a record is to be received by the appropriate Party. Submittals received on the deadline date will be deemed timely.

XXXII. Opportunity to Conference

- A. The Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties may, within twenty (20) Days after the Effective Date, request a conference with the Project Manager. The request must be submitted in writing to the Project Manager. Any such conference will occur at the TCEQ’s main campus in Austin.
- B. The purpose and scope of the conference will be limited to issues involving the implementation of the Remedial Activities. The conference is not an evidentiary hearing, does not constitute a proceeding to challenge this AO, and does not give Agreeing Respondents or, if there are no Agreeing Respondents to this AO, the Performing Parties the right to seek review of this AO.

XXXIII. Termination of the Administrative Order

- A. The ED may terminate this AO when he determines that alternative or additional work is required at the Site because the Remediation Goals will not be attained by implementation of the Remedial Activities, unless Agreeing Respondents and the ED agree on such alternative or additional work, agree to modify the Remedial Action to include such additional or alternative work in accordance with Section V (Order) Paragraph J, and agree to modify this AO in accordance with Section V (Order) Paragraph J.
- B. Except as provided in this Section, when the ED determines that the Work has been completed in accordance with this AO, the ED will provide written notice to

Agreeing Respondents that Agreeing Respondents have fully satisfied the requirements of this AO. Such notice will be issued within one hundred and eighty (180) Days after the ED determines that the Work has been completed in accordance with this AO. This notice will not, however, terminate Respondents' obligations to comply with those provisions specified herein that are intended to survive this AO, including requirements regarding record preservation and Sections XV (Records), XXI (Stipulated Penalties), XXV (Liability), XXIX (Continuing Authority), and XXX (Enforcement).

XXXIV. Rules of Construction

The masculine, feminine, and neuter gender will each include the other and the singular and plural number will each include the other.

This AO may be executed in two or more counterparts each of which will be deemed an original but all of which together will constitute one and the same document.

XXXV. Sovereign Immunity

The Parties hereby agree that nothing in this AO waives the State of Texas' sovereign immunity relating to suit, liability, and the payment of damages. The Parties further agree that all claims, suits, or obligations arising under or relating to this AO are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit or obligation.

The Chief Clerk shall send a copy of this Administrative Order to all Parties.

Issue date: FEB 12 2010

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

A handwritten signature in black ink, reading "Bryan W. Shaw", written over a horizontal line.

Bryan W. Shaw, Ph.D., Chairman
For the Commission

**VODA PETROLEUM, INC.
STATE SUPERFUND SITE
ADMINISTRATIVE ORDER**

EXHIBIT A

REMEDY SELECTION DOCUMENT

REMEDY SELECTION DOCUMENT



VODA PETROLEUM, INC.
STATE SUPERFUND SITE
CLARKSVILLE CITY, GREGG COUNTY,
TEXAS

SEPTEMBER 2009

***PREPARED BY: CAROL BOUCHER, P.G., PROJECT MANAGER
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
REMEDIATION DIVISION***

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	PURPOSE.....	1
III.	LEGAL AUTHORITY	1
IV.	SITE HISTORY	2
V.	SUMMARY OF REPORTS.....	3
VI.	ACTION LEVELS.....	4
VII.	THE SELECTED REMEDIAL ACTION.....	5
VIII.	GLOSSARY.....	6

**VODA PETROLEUM, INC. STATE SUPERFUND SITE
CLARKSVILLE CITY, GREGG COUNTY, TEXAS
REMEDY SELECTION DOCUMENT**

I. INTRODUCTION

Voda Petroleum, Inc., (aka Ultra Oil) (Voda Site) occupies 6.12 acres at 211 Duncan Road, approximately 1.25 miles west of the intersection of FM 2275 (George Richey Road) and FM 3272 (North White Oak Road), 2.6 miles north-northeast of Clarksville City in Gregg County. The Voda Site was operated as a waste oil recycling facility from about 1981 until it was abandoned in November 1991.

The Texas Commission on Environmental Quality (TCEQ) is an agency in the State of Texas that implements many of the state laws relating to the conservation of natural resources and the protection of public health and safety and the environment. The TCEQ addresses certain sites that may constitute an imminent and substantial endangerment to public health and safety or the environment through the state Superfund program.

II. PURPOSE

This *Remedy Selection Document* (RSD) presents the *Remedial Action* (also known as “the remedy”) for the Voda Site, which is designed to address the contamination and provide protection of public health and safety and the environment.

Words appearing in italics in this document are defined in Section VIII, “Glossary,” of this RSD.

III. LEGAL AUTHORITY

The investigation of the nature and extent of contamination at the Voda Site and the selection of the *Remedial Action* is in accordance with the *Solid Waste Disposal Act*, Tex. Health & Safety Code §§ 361.001-966 (West 2008); Subchapter K: Hazardous Substance Facilities Assessment and Remediation (Subchapter K) rules found in 30 Tex. Admin. Code (TAC) §§ 335.341-351 (2009); and the *Texas Risk Reduction Program* (TRRP) rules found in 30 TAC §§ 350.1-135 (2009).

While the Subchapter K rules are specific to the Superfund process, the TRRP rules are a comprehensive program for addressing environmental contamination and apply to many different types of corrective action administered by the TCEQ. The TRRP rules establish procedures for determining the concentration of contaminants to which a person or other environmental receptor can be exposed without unacceptable risk of harm. These acceptable concentration levels are called *Protective Concentration Levels* (PCLs).

A three-tiered approach may be used under the TRRP rules to calculate the PCLs for a site. The tiers represent increasing levels of evaluation where site-specific information is factored into the process. For example, Tier 1 uses conservative, generic models that do not account for site-specific factors, Tier 2 allows for the use of site-specific information but must use PCL equations

provided by the TCEQ, and Tier 3 allows for more detailed and complex evaluations so that PCLs are appropriate for specific site conditions. The PCLs for the Voda Site were developed under Tier 1.

Critical to the analysis under all three of the tiers is the land use classification for the site. Under the TRRP rules, the land can be classified as either residential or commercial/industrial. Remediation to residential standards assumes that the site may be occupied by children and therefore is applicable not only to strictly residential land but also to playgrounds, schools, daycare centers and similar land uses. Remediation to commercial/industrial standards assumes that the site will not be regularly occupied by children and is protective of persons who may occupy the site as workers. Sites remediated to commercial/industrial standards cannot be used for residential-type activities unless further controls are implemented to make the site safe for that use. The TCEQ determined that a commercial/industrial use was appropriate for the Voda Site.

The TRRP rules allow risks posed by the presence of contamination above a PCL to be managed by any combination of the following: 1) removal or decontamination of contaminated media; 2) physical controls, such as landfills and caps, which limit exposure to the contaminated media; or 3) *institutional controls*, such as deed restrictions on the future use of the property, which are also intended to limit exposure to the contaminated media. These remedies under the TRRP rules are divided into two main categories: Remedy Standard A and Remedy Standard B. To meet Remedy Standard A requirements, the contaminated media must be removed and/or decontaminated such that physical controls and, in most cases, *institutional controls* are not necessary to protect human and ecological receptors from unprotective levels of contamination based on the designated land use. To meet the requirements of Remedy Standard B, however, physical controls and *institutional controls* may be relied on to limit exposure to unprotective levels of contamination. These standards are described in detail in 30 TAC § 350.32 and § 350.33. The proposed remedy at the Voda Site meets the criteria established for Remedy Standard A.

IV. SITE HISTORY

The Voda Site was operated as a waste oil recycling facility from about 1981 until it was abandoned in November 1991. The Voda Site is located in a rural residential neighborhood with occupied residences directly on the east and west sides of the facility. A review of the facility waste management activity records revealed that Voda Petroleum, Inc., had received, stored and processed waste gasolines; oily wastes; used oil mixed with methyl ethyl ketone, varsol, trichloroethane, toluene, and hexane; crude oil; greases; and waxes. In 1996, the EPA conducted an emergency removal of 462 fifty-five-gallon drums of grease or oily wastes, 14 fifty-five-gallon drums of corrosive wastes, 16 above-ground tanks, and associated contaminated soil. The site was then backfilled to approximate the undisturbed topography to facilitate site drainage. The EPA response action removed the immediate threat to human health and the environment but was not intended to be and did not constitute a final remediation solution. Post removal analysis of soil and groundwater samples indicated that soil and groundwater continued to be contaminated above appropriate cleanup levels.

V. SUMMARY OF REPORTS

A. HAZARD RANKING SYSTEM REPORT

The *Hazard Ranking System* (HRS) is a numerically-based screening system that uses information from initial, limited investigations to assess whether a site qualifies for the state or federal Superfund program. Sites scoring 28.5 or greater may qualify for the federal Superfund program, while sites scoring 5 or greater may qualify for the state Superfund program. The HRS scoring for the Voda Site was prepared by the TCEQ in August 1995 and is presented in the report titled "Hazard Ranking System (HRS) Documentation Record, Voda Petroleum Site, Gregg County, Texas." The Voda Site earned a score of 23.63. The TCEQ proposed to list the Voda Site on the State Registry of Superfund Sites and published notice of its intent in the *Texas Register* on November 17, 2000. 25 Tex. Reg. 11594-95 (Nov. 17, 2000).

B. REMEDIAL INVESTIGATION REPORT

The *Remedial Investigation* (RI) includes field work, laboratory analysis and interpretation of collected data for the purpose of determining the nature and extent of contamination associated with the Voda Site. The Phase I RI Report, dated August 2002, included a summary of the RI activities conducted at the site in May 2002. Based on the Phase I results, a second phase was conducted in April 2004, focusing on the area known as the "East Tank Farm." The Phase II RI Technical Memorandum (TM), dated July 2004, concluded that the investigation of the extent of soil contamination above cleanup standards was complete; however, additional groundwater monitor wells were needed to complete the groundwater investigation. Additional groundwater monitor wells were installed from April 2005 through May 2007. The final round of monitor well installations was found to fully define the extent of the groundwater contamination.

The following summarizes the findings of the RI:

Groundwater - The Queen City Aquifer beneath the Voda Site is impacted by various volatile organic constituents (VOCs) exceeding the PCLs applicable to a Class 1 groundwater resource.

Onsite Soil - Soil containing contaminants above cleanup standards at the Voda Site is generally limited to the East Tank Farm area, encompassing an area of approximately 60 feet by 120 feet and 12 feet deep. Contaminants exceeding cleanup standards include VOCs and Total Petroleum Hydrocarbons (TPH).

Offsite Soil/Sediment - No offsite soil or sediment contamination was detected.

Ecological Risks - The Tier 1 Exclusion Criteria Checklist determined that conditions at the Voda Site precluded the need for a formal ecological risk assessment (ERA) because

the site meets the conditions for “de minimis land area,” meaning there are insignificant ecological exposure pathways at the site.

C. FEASIBILITY STUDY PHASE REPORT

The *Feasibility Study* (FS) for the Voda Site, dated January 2008, presented an evaluation of the potential remedial alternatives to address the chemicals of concern (COCs) in onsite soil and onsite and offsite groundwater found exceeding the applicable PCLs.

D. REMEDY SELECTION PHASE REPORTS AND MEETING

The Proposed Remedial Action Document (PRAD), dated June 2008, presented a brief discussion of remedial actions evaluated and the specific remedy proposed by the TCEQ to address the contaminants exceeding the PCLs at the Voda Site.

On October 23, 2008, a public meeting was held at the Broadway Elementary School Cafeteria in Gladewater, Texas, for the purpose of presenting the PRAD and soliciting public comment about the proposed remedy. Upon consideration of the comments received during the public comment period, the TCEQ selected the remedy described in this RSD.

E. PLUME MANAGEMENT ZONE (PMZ) DEMONSTRATION TECHNICAL MEMORANDUM (TM)

In May 2009, TCEQ technical staff reevaluated information that could be read to support the finding of two possible classifications for the groundwater at the Voda Site. As a result, pursuant to 30 TAC § 350.33(f)(4), the TCEQ conducted a PMZ demonstration in accordance with TCEQ publication RG-366/TRRP-29, Soil and Groundwater Response Objectives in July 2009. The PMZ demonstration, detailed in the PMZ Demonstration TM dated August 3, 2009, showed that the COC concentrations will exceed cleanup levels at the nearest point of exposure, an intermittent creek located on the offsite affected property. Therefore, it was confirmed that a PMZ would not meet the remedial action goals and would not be an appropriate remedy for the groundwater at the Voda Site, and the currently selected remedial action continues to best fit the statutory criteria for remedial selection.

VI. ACTION LEVELS

Remedial Action Objectives are the stated goal of the remedy that must be achieved to make the site protective of human health and the environment. Action levels are the maximum numeric concentrations of the COCs which must not exceed the Tier 1 PCLs for the appropriate land use and groundwater resource classification. For the onsite and offsite groundwater, the Tier 1 PCLs are those developed for Class 1 groundwater resources established in TRRP. For the onsite soil, the Tier 1 PCLs are those developed for Commercial/Industrial Soil with a greater than 0.5 acre source area for groundwater protection, with the exception of TPH which was developed based

on site-specific exposure criteria. Those objectives and action levels are presented in the following table for the specific COCs found at the Voda Site:

GROUNDWATER CONTAMINANT NAME	ACTION LEVEL (Critical PCL)	REMEDIAL ACTION OBJECTIVES
Benzene	5 µg/L	Reduce COCs concentrations to levels below the action level (TRRP Tier 1 PCL for groundwater ingestion: TRRP Tier 1 ^{GW} GW _{Ing}).
Dichloroethylene, 1,1-	7 µg/L	
Dichloroethane, 1,2-	5 µg/L	
Vinyl chloride	2 µg/L	

SOIL CONTAMINANT NAME	ACTION LEVEL (Critical PCL)	REMEDIAL ACTION OBJECTIVES
Benzene	0.013 mg/kg	Reduce COCs concentrations to levels below the action level (TRRP Tier 1 Commercial/Industrial Land Use PCL for surface and subsurface soil to groundwater: TRRP Tier 1 C/I ^{GW} Soil _{Ing}).
Dichloroethylene, cis-1,2-	0.12 mg/kg	
Ethylbenzene	3.8 mg/kg	
Propylbenzene, n-	67 mg/kg	
MTBE	0.93 mg/kg	
Tetrachloroethylene	0.025 mg/kg	
Toluene	4.1 mg/kg	
Trichloroethane, 1,1,1-	0.81 mg/kg	
Trichloroethylene	0.017 mg/kg	
Trimethylbenzene, 1,2,4-	72 mg/kg	
Trimethylbenzene, 1,3,5-	79 mg/kg	
Vinyl chloride	0.011 mg/kg	
Xylene, m	53 mg/kg	
Xylene, o	35 mg/kg	
Xylene, p	75 mg/kg	

VII. THE SELECTED REMEDIAL ACTION

In accordance with 30 TAC § 335.348(l) and the requirements of section 361.193 of the *Solid Waste Disposal Act*, the TCEQ selects the *Remedial Action* for a site by determining which remedial alternative is “the lowest cost alternative which is technologically feasible and reliable, effectively mitigates and minimizes damage to the environment, and provides adequate protection of the public health and safety and the environment.” 30 TAC § 335.348(l). The TCEQ has selected excavation with offsite disposal for the onsite soil, and the installation of reactive biobarrier wells with *institutional controls* for the onsite and offsite shallow groundwater.

Also in accordance with TRRP, the *Performing Parties* (or the TCEQ if no parties agree to fund or perform the remedial action) shall record an *institutional control* in the real property records of Gregg County. The *institutional control* shall be placed on each property which overlies groundwater contaminated above the PCLs and shall describe the specific area of the groundwater plume on each affected property. The *institutional control* shall remain in place until such time as the TCEQ has determined that the *Remedial Action* Objectives have been permanently achieved. If the *Remedial Action* is implemented by the TCEQ, the TCEQ will request that the owner of each affected property voluntarily agree to record a restrictive covenant to serve as the *institutional control*. If the property owner does not agree to the restrictive covenant, the TCEQ shall record a deed notice to serve as the *institutional control*. If the *Remedial Action* is implemented by *Performing Parties*, the *Performing Parties* shall be responsible for securing the *institutional control* in the form of a restrictive covenant from the owner of the affected property. All of the elements of the *Remedial Action* described above shall be in accordance with detailed requirements established in TRRP.

Monitor wells installed at the Voda Site shall be sampled for the COCs identified in Section VI, Action Levels, and the hydraulic gradient shall be measured quarterly during the first two years and semi-annually for the following two years of the *Remedial Action*. Monitoring results shall be evaluated no less frequently than annually to verify that the plume has been reduced in both areal extent and concentration of COCs. Once the TCEQ determines that the Action Levels have been permanently achieved, the TCEQ will discontinue sampling and/or monitoring activities.

VIII. GLOSSARY

Feasibility Study (FS) – A description, screening, and analysis of the potential *Remedial Action* alternatives for a site.

Hazard Ranking System (HRS) – The scoring system used by the TCEQ to evaluate a site for the state or federal Superfund program. The scoring system was developed by the United States Environmental Protection Agency as described in 40 Code of Federal Regulations Part 300, Appendix A.

Institutional Control – A legal instrument placed in the property records in the form of a deed notice, restrictive covenant, or other form established in the TRRP rules which indicates the limitations on or conditions governing the use of the property which ensures protection of human health and the environment.

Performing Parties – Collectively, 1) any parties who agreed to fund or conduct the remedial action by entering into an agreed order with the TCEQ and 2) parties that did not enter into an agreed order with the TCEQ but that fund or perform the selected *Remedial Action*.

Plume Management Zone (PMZ) – The area of the groundwater protective concentration level exceedance (PCLE) zone, plus any additional area allowed in accordance with 30 TAC § 350.33(f).

Potentially Responsible Parties (PRPs) – Persons or entities that the TCEQ considers potentially responsible for the contamination of the site pursuant to section 361.271 of the Texas Health and Safety Code.

Proposed Remedial Action Document (PRAD) – The document which describes the TCEQ's proposed Remedial Action.

Protective Concentration Level (PCL) – The concentration of a chemical of concern which can remain within the source medium and not result in levels which exceed the applicable human health risk-based exposure limit or ecological protective concentration level at the point of exposure for that exposure pathway.

Remedial Action – An action, including remedial design and post-closure care, consistent with a remedy taken instead of or in addition to a removal action in the event of a release or threatened release of hazardous substances into the environment to prevent or minimize the release of a hazardous substance so that the hazardous substance does not cause an imminent and substantial endangerment to present or future public health and safety or the environment.

Remedial Investigation (RI) – An investigative study which may include removals, and/or a *feasibility study*, in addition to the development of *protective concentration levels*, designed to adequately determine the nature and extent of release or threatened release of hazardous substances and, as appropriate, its impact on air, soils, groundwater and surface water, both within and beyond the boundaries of the site.

Solid Waste Disposal Act – Ch. 361 of the Tex. Health & Safety Code. The purpose of the *Solid Waste Disposal Act* is to safeguard the health, welfare, and physical property of the people and to protect the environment by controlling the management of solid waste, including any hazardous waste that is generated. Subchapter F of Chapter 361 relates to the state Superfund process. The Texas Health and Safety Code is available online at: <http://www.statutes.legis.state.tx.us>.

Texas Risk Reduction Program (TRRP) – A program of the TCEQ that provides a consistent corrective action process directed toward protection of human health and the environment balanced with the economic welfare of the citizens of the state. The rules for this program are located in Chapter 350 of 30 Texas Administrative Code. The Texas Administrative Code is available online at: <http://www.sos.state.tx.us/tac/>.

**VODA PETROLEUM, INC.
STATE SUPERFUND SITE
ADMINISTRATIVE ORDER**

EXHIBIT B

**LIST OF SOLID WASTES AND HAZARDOUS
SUBSTANCES AT THE SITE**

Dichloroethylene, cis-1,2-
Benzene
Propylbenzene, n-
MTBE (methyl tertiary-butyl ether)
Tetrachloroethylene
Toluene
Trichloroethane, 1,1,1-
Trichloroethylene
Trimethylbenzene, 1,2,4-
Trimethylbenzene, 1,3,5-
Vinyl chloride
Xylene, m-
Xylene, o-
Xylene, p-
Dichloroethylene, 1,1-
Dichloroethane, 1,2-

**VODA PETROLEUM, INC.
STATE SUPERFUND SITE
ADMINISTRATIVE ORDER**

EXHIBIT C

FIELD SAMPLING PLAN CONTENTS OUTLINE

FIELD SAMPLING PLAN

TABLE OF CONTENTS

Title and Approval Sheet

Distribution List

Table of Contents

1.0 Introduction

- **Investigation Phase: Purpose** - Briefly states the specific purpose of this FSP relative to the Quality Assurance Project Plan, Work Plan and/or other documents. A schematic presentation of the project documents and the location of key planning components should be presented.
- **RA Phase: Purpose** - Briefly states the specific purpose of this FSP relative to the RA Contract Document, Quality Assurance Project Plan and/or other documents. A schematic presentation of the project documents and the location of key planning components should be presented.
- **Project/Task Organization** - Identifies the key individuals or organization participating in the project, their role(s) and responsibilities, and the organizational chart for the project. (Project specific information for QAPP Element A)¹

2.0 Site and Project Summary

- **Investigation Phase: Problem Definition/Background** - Briefly states the site description, surrounding area, historical information, previous investigation, suspected contamination source, probable transport pathways and other site information. Most of this information is available from the Conceptual Site Model developed during the planning phase. Any specific data gaps and methods to fill the data gaps should also be discussed. States the specific problem to be solved or the decision to be made and identifies the decision maker. (Project specific information for QAPP Element A5)¹
- **RA Phase: Problem Definition/Background** - Briefly states the site description, historical information, previous investigation, a summary of the selected remedy, a brief discussion of the remedial action activities. States the specific problem to be solved or the decision to be made and identifies the decision maker. (Project specific information for QAPP Element A5)¹
- **Project/Task Description and Schedule** - Briefly summarizes the project and the project tasks, the turnaround time for the project, including the turnaround time requirement for laboratory analysis. (Project specific information for QAPP Element A6)¹
- Describes any **special personnel and equipment** required for the specific type of work being planned or measurement being taken and any special training/certification requirements. (Project specific information for QAPP Element A8)¹

- **Data Acquisition Requirements (Non-direct Measurements)** - Defines the criteria for the use of non-measurement sources, such as computer databases, programs, literature files, and historical databases. (Project specific information for QAPP Element B9)¹
- **Assessment Techniques** - Defines the number, frequency, and type of quality assessment activities, the responsible staff, the procedures to be performed during the life of the project. (Project specific information for QAPP Element C1)¹

3.0 Analytical Requirements and Data Quality Objectives

- **Data Quality Objectives** - Summarizes the project specific quality objectives and measurement performance criteria. This section should include the summary of the outcomes of the technical planning process (e.g., the 7-Step DQO process) used to develop the project objectives. The summary should also include a reference to Appendix B of the FSP, which contains a full discussion of the proposed DQOs for the project from which the summary was taken. Designates and briefly describes sampling units (e.g. AOCs, surface soil to 6 inches). States objectives by sampling unit or media. The project specific calculations or algorithms are also specified in this section. (Project specific information for QAPP Element A7)¹

4.0 Sampling Plan Design

- **Sampling Process Design** - All the relevant components of the experimental design and the key parameters to be evaluated are included in this section. This section should include the sampling activities, the rationale for the design (in terms of meeting the DQOs), the sampling design assumptions, the procedures for locating and selecting environmental samples, a classification of measurements as critical or noncritical, the type and number of samples required for the project including the required field QC samples, the sampling locations and frequency, the applicable sample matrices, and an identification of samples critical to the project. Most of this information should be available from the output from Step 7 of the DQO process. (Project specific information for QAPP Element B1)¹

- Describes the sampling plan for each media, as applicable, including figures and tables.

Surface Soil

Subsurface Soil

Groundwater

Surface Water and Sediment

Air

Other Matrices

- This section should include a summary table containing a list of all chemicals of concern identified for the project with the corresponding Level of Required Performance (LORP) (e.g., action levels and preliminary remedial goals), analytical methods (including the preparation, analysis and cleanup methods), and the corresponding method quantitation limits for all analytes of concern.

5.0 Sampling Methods and Sample Handling

- ***Sampling Method Requirements*** - Identifies sampling methods and equipment and describes the procedures for sample collection, preparation, and decontamination. This section should reference the Standard Operating Procedures located in Appendix A. (Project specific information for QAPP Element B2) ¹
- ***Sampling Handling and Custody Requirements*** - This section should include the required sample volumes, container types, and preservation requirements for non-standard or other analytical methods proposed for project work that are not listed in Table B2-1 of the Superfund Program QAPP. This section also includes the field sample handling and custody requirements for the project. (Project specific information for QAPP Element B3) ¹
- This section contains the specific requirements for ***field instrument/equipment testing, inspection and maintenance*** for the project. Additionally, ***field instrument calibration and frequency requirements*** for water level, pH, temperature, conductivity, dissolved oxygen, redox potential, turbidity and other field measurements are addressed in this section as applicable to the project. This section also includes the critical field supplies, the inspection or acceptance testing requirements, and the acceptance criteria. (Project specific information for QAPP Element B6, B7, and B8) ¹

6.0 Field Survey and Measurements

- This section describes the sampling methods and criteria for ***field survey and measurements***, such as land surveys, hydrogeological tests and measurements, geophysical surveys and soil gas surveys, required for the project.

7.0 Additional Field Activities

- This section contains descriptions and procedures for ***other field activities***, such as presampling/mobilization activities, required notification, property access, site restoration and investigative-derived waste (IDW) handling and disposal.

8.0 Exceptions, Additions and Changes to the TCEQ Superfund Program QAPP

- List any ***exceptions, additions and changes to the Superfund Program QAPP*** in each of the appropriate sub-sections corresponding to the table of contents of the Program QAPP below. Site specific information (e.g., Group A and Group B elements) specified above should not be restated in this section. Please refer to the Program QAPP for details. This section should also include specifications for non-standard methods and other analytical methods not specified in the Program QAPP.

GROUP A: PROJECT MANAGEMENT

- A.1 Title and Approval Sheet
- A.2 Table of Contents
- A.3 Distribution List
- A.4 Project/Task Organization

- A.5 Problem Definition/Background*
- A.6 Project/Task Description*
- A.7 Quality Objectives and Criteria*
- A.8 Special Training/Certification*
- A.9 Documentation and Records*
 - A.9.1 Field Operation Records*
 - A.9.2 Laboratory Data Package*
 - A.9.3 Laboratory Performance Criteria Data*
 - A.9.4 Data Handling Records*
 - A.9.5 Data Reporting Package Format and Document Control*
 - A.9.6 Field Records/Data Reporting Package Archiving and Retrieval*

GROUP B: DATA GENERATION AND ACQUISITION

- B.1 Sampling Process Design (Experimental Design)*
- B.2 Sampling Methods*
 - B.2.1 Sample Containers*
 - B.2.2 Sample Volumes, Container Types, and Preservation Requirements*
- B.3 Sample Handling and Custody*
 - B.3.1 Field Sample Handling and Custody*
 - B.3.2 Laboratory Sample Handling and Custody*
- B.4 Analytical Methods*
 - B.4.1 Screening Methods*
 - B.4.2 Definitive Preparation Methods*
 - B.4.3 Definitive Analysis Methods*
 - B.4.4 Non-standard Method Validation*
- B.5 Quality Control*
 - B.5.1 Definitive Analytical Methods*
 - B.5.2 Screening Methods*
 - B.5.3 Quality Control Measure Descriptions*
 - B.5.4 Elements of Quality Control*
 - B.5.5 Method Detection Limit, Method Quantitation Limit and Sample Quantitation Limit*
- B.6 Instrument/Equipment Testing, Inspection, and Maintenance*
 - B.6.1 Maintenance Responsibilities*
 - B.6.2 Maintenance Schedules*
 - B.6.3 Spare Parts*
 - B.6.4 Maintenance Records*
- B.7 Instrument/Equipment Calibration and Frequency*
- B.8 Inspection/Acceptance of Supplies and Consumables*
- B.9 Non-direct Measurements*
- B.10 Data Management*
 - B.10.1 Logbooks and Forms*
 - B.10.2 Data Storage/Retrieval*

GROUP C: ASSESSMENT AND OVERSIGHT

- C.1 Assessments and Response Actions*
- C.2 Reports to Management*

GROUP D: DATA VALIDATION AND USABILITY

D.1 Data Review, Verification and Validation

D.2 Verification and Validation Methods

D.3 Reconciliation with User Requirements

List of Tables

List of Figures

List of Appendices

- *Appendix A - Standard Operating Procedures*
- *Appendix B - Data Quality Objectives Document*
- *Appendix C-Z - Other supporting documents as necessary. ¹*

Guidelines used in the preparation of the QAPP elements are:

- EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5 (EPA/240/B-01/003), March 2001
- EPA Guidance for Quality Assurance Project Plans, EPA QA/G-5 (EPA/240/R-02/009), December 2002

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

February 19, 2010

TO: Persons on the attached mailing list.

RE: Voda Petroleum, Inc. State Superfund Site
TCEQ Docket No. 2009-1706-SPF

Enclosed is a copy of an administrative order issued by the Commission regarding the above-referenced matter.

Should you have any questions, please contact Leslie Gann of the Texas Commission on Environmental Quality's Office of the Chief Clerk (MC 105) at (512) 239-3319.

Sincerely,

A handwritten signature in black ink, appearing to read "LaDonna Castañuela".

LaDonna Castañuela
Chief Clerk

LDC/lg

Enclosure

Exhibit B

MAILING LIST
for
Voda Petroleum, Inc. State Superfund Site
TCEQ Docket No. 2009-1706-SPF

FOR THE RESPONSIBLE PARTIES:
(Via Certified Mail)

See attached list.

FOR THE EXECUTIVE DIRECTOR:

Charmaine Backens, Staff Attorney
Texas Commission on Environmental Quality
Litigation Division MC-175
P.O. Box 13087
Austin, Texas 78711-3087

Carol Boucher, P.G., Project Manager
Texas Commission on Environmental Quality
Remediation Division MC-136
P.O. Box 13087
Austin, Texas 78711-3087

FOR PUBLIC INTEREST COUNSEL:

Blas J. Coy, Jr., Attorney
Texas Commission on Environmental Quality
Public Interest Counsel MC-103
P.O. Box 13087
Austin, Texas 78711-3087

FOR THE CHIEF CLERK:

LaDonna Castañuela
Texas Commission on Environmental Quality
Office of Chief Clerk MC-105
P.O. Box 13087
Austin, Texas 78711-3087

SECRET 10/2000 11:00 AM
VODA PETROLEUM STATE SUPERFUND SITE
MAILING LIST

SUP0670001 AAMCO TRANSMISSIONS JOHN W KEHELEY 2716 RAINTREE DR PLANO TX 75074-4871	SUP0670001 AAMCO TRANSMISSIONS CT CORPORATION SYSTEM FOR AAMCO TRANSMISSIONS INC 350 N SAINT PAUL ST STE 2900 DALLAS TX 75201-4234	SUP0670010 A R OIL CO MARC P GORDON 4545 POST OAK PLACE DR STE 340 HOUSTON TX 77027-3136
SUP0670013 A T P RESULTS INC TODD C TURNER 201 WALNUT ST MONROE LA 71201-6709	SUP0670449 AT&T PRENTICE HALL CORPORATION SYSTEM FOR ALCATEL-LUCENT USA INC 211 E 7TH ST STE 620 AUSTIN TX 78701-3218	SUP0670449 AT&T C T CORPORATION SYSTEM FOR AT&T CORP 350 N SAINT PAUL ST STE 2900 DALLAS TX 75201-4234
SUP0670449 AT&T PAUL SHORB RM 3A234J ONE AT&T WAY BEDMINSTER NJ 07921	SUP0670449 AT&T SPENCER FANE BRITT & BROWNE LLP ANDREW C BROUGHT 1000 WALNUT ST STE 1400 KANSAS CITY MO 64106-2140	SUP0670292 ADENA EXPLORATION INC 1700 BROADWAY STE 700 DENVER CO 80290-1001
SUP0670003 ALLSTATE TRANSMISSIONS 41 HEART OF BOSSIER BOSSIER CITY LA	SUP0670003 ALLSTATE TRANSMISSIONS 9140 MANSFIELD RD SHREVEPORT LA 71118-3123	SUP0670003 ALLSTATE TRANSMISSIONS 11663 HARRY HINES BLVD DALLAS TX 75229-2204
SUP0670293 AMBER REFINING INC PRENTICE HALL CORP SYSTEM 800 BRAZOS STE 400 AUSTIN TX 78701-2548	SUP0670461 AMERICAN AIRLINES INC C T CORP SYSTEM 350 N SAINT PAUL ST STE 2900 DALLAS TX 75201-4234	SUP0670004 AMERICAN AUTO 634 N 5TH ST STE A GARLAND TX 75040-5030
SUP0670294 AMERICAN MARAZZI TILE INC DAVID CARLILE 359 CLAY RD SUNNYVALE TX 75182-9710	SUP0670294 AMERICAN MARAZZI TILE INC GUIDA SLAVICH & FLORES P C HOWARD L GILBERG 750 N SAINT PAUL ST STE 200 DALLAS TX 75201-3205	SUP0670005 AMERICAN NORIT COMPANY INC CT CORP SYSTEM FOR NORIT AMERICAS INC 350 N SAINT PAUL ST STE 2900 DALLAS TX 75201-4234
SUP0670006 AMERICAN SPILL CONTROL INC CHRIS NIELSEN 8150 N CENTRAL EXPY STE 1401 DALLAS TX 75206-0502	SUP0670008 ANDREWS MOTOR & TRANSMISSION 1606 S BARRY AVE DALLAS TX 75223-3023	SUP0670267 ANVIL SHOP 2702 NATIONAL PL GARLAND TX 75041-2345
SUP0670011 ARATEX SERVICES INC C T CORPORATION SYSTEM 350 N SAINT PAUL ST STE 2900 DALLAS TX 75201-4234	SUP0670011 ARATEX SERVICES INC ARAMARK UNIFORM & CAREER APPAREL LLC KURT ZIMMERMAN 115 N 1ST ST FL2 BURBANK CA 91502-1866	SUP0670295 ARCHER AUTO 10603 DENTON DR DALLAS TX 75220-2661
SUP0670296 ARCO OIL AND GAS CORPORATION ARCO OIL AND GAS COMPANY 1209 N ORANGE ST WILMINGTON DE 19801-1120	SUP0670296 ARCO OIL AND GAS CORPORATION BROUSE MCDOWELL JON GOROSH WL.1 16.169C 501 WESTLAKE PARK BLVD WL.1 16.169C HOUSTON TX 77079-2604	SUP0670012 ARK-LA-TEX WASTE OIL CO INC ARVEL ROY BURNSIDE 3801 MCCOY DR BOSSIER CITY LA 71111-5210
SUP0670297 ASHCO PRODUCTION INC ROBERT WILLIAMSON P O BOX 301 NEW LONDON TX 75682-0301	SUP0670014 AUTO PRECISION MOTORS INC JAY E HORTON 3725 DIVIDEND DR GARLAND TX 75042-7611	SUP0670298 AUTOHAUS 14185 DALLAS PKWY DALLAS TX 75254-1319

Exhibit B

SUP0670015
AVIATION PROPERTIES INC
JERRY L NIUMAN
1901 N CENTRAL EXPY STE 415
PLANO TX 75075-6909

SUP0670450
AXELSON INC
C T CORPORATION SYSTEM FOR
HALLIBURTON ENERGY SERVICES INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670450
AXELSON INC
HALLIBURTON
A EDWARD GROFF
P O BOX 42810
HOUSTON TX 77242-2810

SUP0670299
AYCOCK OIL CORPORATION
C WADE SHEMWELL
1400 ALPINE BLVD
BOSSIER CITY LA 71111

SUP0670254
B B WELLS WASTE OIL INC
JERRY TILLEY SR
5743 RANCHERO LN
DALLAS TX 75236-1727

SUP0670302
B E & K INC
CAPITOL CORPORATE SERVICES INC FOR
E & K
800 BRAZOS STE 400
AUSTIN TX 78701-2548

SUP0670302
B E & K INC
PORTER & HEDGES LLP
RAGNA HENRICH
1000 MAIN ST 36TH FLR
HOUSTON TX 77002-6336

SUP0670300
BASIL OIL FIELD SERVICE INC
BILLY TOMLINSON
P O BOX 93
SARATOGA TX 77585-0093

SUP0670300
BASIL OIL FIELD SERVICE INC
ANDREASON LAW FIRM PLLC
KURT M ANDREASON
P O BOX 19429
SUGAR LAND TX 77496-9429

SUP0670016
BAXTER OIL SERVICE
SAM L BAXTER
5070 IRVING ST
BEAUMONT TX 77705-5231

SUP0670301
BAYOU STATE OIL CORPORATION
CHARLES E BROWN
1115 HAWN AVE
SHREVEPORT LA 71107-6609

SUP0670301
BAYOU STATE OIL CORPORATION
ROBERT U GOODMAN P C
ROBERT U GOODMAN
416 TRAVIS ST STE 1105
SHREVEPORT LA 71101-5504

SUP0670018
BEN E KEITH COMPANY
STEWART D GREENLEE
601 E 7TH ST
FORT WORTH TX 76102-5501

SUP0670018
BEN E KEITH COMPANY THOMPSON &
KNIGHT LLP
ELIZABETH A WEBB
98 SAN JACINTO BLVD STE 1900
AUSTIN TX 78701-4238

SUP0670303
BEN GRIFFIN TRACTOR COMPANY
SINGLETON, JAMES W III TRUST
4017 COTSWOLD CT
DALLAS TX 75220-5087

SUP0670019
BIG THREE INDUSTRIAL GAS INC
CAPITOL CORPORATE SERVICES INC FOR
AIR LIQUIDE AMERICA L P
800 BRAZOS STE 400
AUSTIN TX 78701-2548

SUP0670020
BILLY D COX TRUCK LEASING INC
BILLY D COX
10606 GOODNIGHT LN
DALLAS TX 75220-2407

SUP0670021
BISHOPS AUTO
LONGVIEW/TYLER TX

SUP0670058
BLAKE JANET DBA D & D RADIATOR &
MUFFLER
7022 BRUTON RD
DALLAS TX 75217-1240

SUP0670022
BORDEN INC
NATIONAL REGISTERED AGENTS INC FOR
HEXION SPECIALTY CHEMICALS INC
16055 SPACE CENTER BLVD STE 235
HOUSTON, TX 77062-6212

SUP0670024
BRIGHT TRUCK LEASING CORPORATION
BRIGHT TRUCK LEASING L P
CLAY VAN NESS BRIGHT
4228 N CENTRAL EXPWY STE 300
DALLAS TX 75206-6547

SUP0670304
BROOKHOLLOW EXON CAR CARE
CORPORATION SERVICE COMPANY D/B/A CSC-
LAWYERS INCORPORATING SERVICE
COMPANY FOR EXXON MOBIL CORPORATION
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670304
BROOKHOLLOW EXON CAR CARE
EXXON MOBIL CORPORATION
EARL F MORAN
1555 POYDRAS ST STE 1712
NEW ORLEANS LA 70112-3712

SUP0670025
BROWN & ROOT INC
C T CORPORATION SYSTEM FOR
HALLIBURTON ENERGY SERVICES INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670026
BROWN EXPRESS INC
ALLAN D MUSGROVE
4757 W PARK BLVD 106-220
PLANO TX 75093-2329

SUP0670305
BRUNSON OIL
FRANK BRUNSON
JACKSON MS

SUP0670306
BRUSHY CREEK SALTWATER DISPOSAL IN
ROY BEENE
4900 WOODWAY DR STE 760
HOUSTON TX 77056-1883

SUP0670307
BUCK RESOURCES INC
BUCKY L CARTER
RR 3 BOX 430
SEMINOLE, OK 74868-9803

SUP0670308
BULE DIAMOND
VIVIAN LA

SUP0670027
BURLAND ENTERPRISES INC
PETER D BURLAND
5822 WARM SPRINGS RD
HOUSTON TX 77035-2428

SUP0670027
BURLAND ENTERPRISES INC
J PATRICK COULSON
P O BOX 262683
HOUSTON TX 77207-2683

SUP0670057
CPL INDUSTRIES
C T CORPORATION SYSTEM FOR COLGATE-
PALMOLIVE COMPANY
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670309
CABOT CORPORATION
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670029
CAN-AM DISTRIBUTORS AND WAREHOUSE
INC OF TEXAS
4101 FULTON ST
HOUSTON TX 77009-3956

SUP0670310
CAPACITY OF TEXAS INC
RANDALL SWIFT
401 CAPACITY DR
LONGVIEW TX 75604-5341

SUP0670310
CAPACITY OF TEXAS INC
HUSCH BLACKWELL SANDERS LLPW C
BLANTON
4801 MAIN ST STE 1000
KANSAS CITY MO 64112-2551

SUP0670311
CARRAWAY CO
P O BOX 704
SPRINGHILL LA 71075-0704

SUP0670032
CARRIER AIR CONDITIONING
C T CORP SYSTEM FOR CARRIER
CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670032
CARRIER AIR CONDITIONING
UNITED TECHNOLOGIES CORPORATION
BILL LEIKIN
STOP 524
1 FINANCIAL PLZ STOP 524
HARTFORD CT 06103-2608

SUP0670033
CEMATCO INC
CT CORPORATION SYSTEM FOR SIZEMORE
TECHNICAL SERVICES INC
811 DALLAS ST
HOUSTON TX 77002-5900

SUP0670034
CENTRAL POWER AND LIGHT COMPANY
CT CORPORATION SYSTEM FOR AEP TEXAS
CENTRAL COMPANY
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670034
CENTRAL POWER AND LIGHT COMPANY
AMERICAN ELECTRIC POWER
L ELIZABETH HILL
P O BOX 660164
DALLAS TX 75266-0164

SUP0670312
CENTRAL TEXAS IRON WORKS
DAVID HARWELL
1100 WINCHELL DR
WACO TX 76712-6818

SUP0670313
CENTRAL TRANSFER & STORAGE CO
DAVID F ZALOVSKY
11302 FERNDAL RD
DALLAS TX 75238-1020

SUP0670035
CHAMPIE HILL MOBIL
2906 E LEDBETTER DR
DALLAS TX 75216-7923

SUP0670035
CHAMPIE HILL MOBIL
PRENTICE HALL CORP SYSTEM FOR
EXXONMOBIL OIL CORPORATION
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670314
CHAMPION INTERNATIONAL CORPORATION
C T CORPORATION SYSTEM FOR
INTERNATIONAL PAPER CORPORATION
1021 MAIN ST STE 1150
HOUSTON TX 77002-6508

SUP0670314
CHAMPION INTERNATIONAL CORPORATION
INTERNATIONAL PAPER COMPANY
ELTON L PARKER
6400 POPLAR AVE
MEMPHIS TN 38197-0001

SUP0670037
CHANNEL SHIPYARD COMPANY INC
H DENNIS STEGER
610 S MAIN ST
HIGHLANDS TX 77562-4205

SUP0670037
CHANNEL SHIPYARD COMPANY INC
CLINT RANEY
319 W MAIN ST
LA PORTE TX 77571-5001

SUP0670038
CHAPARRAL STEEL COMPANY
CORPORATION SERVICE COMPANY D/B/A
CSC-LAWYERS INCORPORATING SERVICE
COMPANY
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670269
CHIEF OIL & CHEMICAL
HASKELL TX

SUP0670448
CITIES SERVICE COMPANY
CT CORPORATION SYSTEM FOR OXY USA
INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670448
CITIES SERVICE COMPANY
STRASBURGER & PRICE LLP
PATRICK J LARKIN
901 MAIN ST STE 4300
DALLAS TX 75202-3724

SUP0670315
CITIES SERVICE PIPE LINE COMPANY
CT CORPORATION SYSTEM FOR OXY USA
INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670042
CITY MOTOR SUPPLY INC
JOHN G MCELREATH
11670 HARRY HINES BLVD
DALLAS TX 75229-2203

SUP0670043
CITY OF DALLAS
DAVE HOWE
3112 CANTON ST
DALLAS TX 75226-1618

SUP0670316
CITY OF GARLAND
MARK E DEMPSEY
P O BOX 469002
GARLAND TX 75046-9002

SUP0670044
CITY OF JEFFERSON
JIM GIBSON
102 N POLK ST
JEFFERSON TX 75657-2214

SUP0670045
CITY OF PLANO
WARREN SPENCER
1520 AVENUE K STE 340
PLANO TX 75074-6232

Exhibit B

SUP0670317
CITY OF UNIVERSITY PARK
3800 UNIVERSITY BLVD
DALLAS TX 75205-1711

SUP0670046
CLARKE CHECKS INC
CT CORPORATION SYSTEM FOR CLARKE
CHECKS INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670046
CLARKE CHECKS INC
HARLAND CLARKE
JOHN PANTHER
10931 LAUREATE DR
SAN ANTONIO TX 78249-3312

SUP0670048
CLEMENTS OIL CORPORATION
ROBERT S CLEMENTS
202 2ND ST
ATLANTA TX 75551-1679

SUP0670049
CLIFFS AUTOMOTIVE
1323 PLOWMAN AVE
DALLAS TX 75203-1224

SUP0670318
COKER AUTOMOTIVE CENTER INC
STAN COKER
C/O RICK LEWIS CPA
10136 DENTPORT DR
DALLAS TX 75238-2104

SUP0670319
COLLIN COUNTY
210 S MCDONALD ST STE 300
MCKINNEY TX 75069-7603

SUP0670320
COMPLETE AUTO TRANSIT INC
C T CORPORATION SYSTEM
5615 CORPORATE BLVD STE 400B
BATON ROUGE LA 70808-2536

SUP0670052
CONTINENTAL CAN COMPANY USA INC
CT CORPORATION SYSTEM FOR CROWN
BEVERAGE PACKING INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670052
CONTINENTAL CAN COMPANY USA INC
CROWN BEVERAGE PACKING INC
MICHAEL J ROWLEY
1 CROWN WAY
PHILADELPHIA PA 19154-4501

SUP0670270
CONTINENTAL CAR WASH
9139 MANSFIELD RD
SHREVEPORT LA 71118-3122

SUP0670270
CONTINENTAL CAR WASH
LOUIS R BOLIN AND SHELLY CLEMENTS
BOLIN
8005 ELIZABETH LN
MANDEVILLE LA 70448-7516

SUP0670053
CONTINENTAL TRAILWAYS INCCT
CORPORATION SYSTEM FOR TLI INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670055
CONVERTER SHOP INC
LESTER WADE
411 W COMMERCE ST
DALLAS TX 75208-1920

SUP0670056
COORS DISTRIBUTOR
2601 COCKRELL AVE
DALLAS TX 75215-2510

SUP0670056
COORS DISTRIBUTOR
GARDERE WYNNE SEWELL LLP
CYNTHIA J BISHOP
3000 THANKSGIVING TOWER
1601 ELM ST
DALLAS TX 75201-4761

SUP0670323
CUSTOM-BILT CABINET AND SUPPLY INC
THOMAS KERLIN
3805 ROCK TRL
PLANO TX 75074-7759

SUP0670323
CUSTOM-BILT CABINET AND SUPPLY INC
WALTER W MCCOOK III OR WILLIAM PAUL
LEA
6000 UNION AVE
SHREVEPORT LA 71108-3930

SUP0670322
CUSTOM-CRETE INC
C T CORPORATION SYSTEM FOR
OLDCASTLE APG TEXAS INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670322
CUSTOM-CRETE INC
HORAN & HORAN
LAWRENCE SANDY HORAN
P O BOX 2378
ROCKWALL TX 75087-7878

SUP0670059
DALJET INC
FREDERICK M LOEBER JR
1100 SKYWAY TOWER
400 OLIVE ST
DALLAS TX 75201-4005

SUP0670060
DALLAS AREA RAPID TRANSIT
JON TAD HEIMBURGER
P O BOX 660163
DALLAS TX 75266-0163

SUP0670060
DALLAS AREA RAPID TRANSIT
JILL A KOTVIS
6605 BLUE VALLEY LN
DALLAS TX 75214-2715

SUP0670271
DALLAS DRESSED BEEF COMPANY INC
JACK HAMPTON
1348 CONANT ST
DALLAS TX 75207-6006

SUP0670324
DALLAS LIFT TRUCKS INC
DON THOMPSON
11329 KLINE DR
DALLAS TX 75229

SUP0670061
DALLAS POWER & LIGHT COMPANY
TXU BUSINESS SERVICES
OFFICE OF THE CORPORATE SECRETARY
ENERGY PLAZA
1601 BRYAN ST 43RD FLR
DALLAS TX 75201-3430

SUP0670325
DAMSON GAS PROCESSING CORP
UNITED STATES CORP CO FOR DAMSON
GAS PROCESSING CORP
400 N SAINT PAUL ST
DALLAS TX 75201

SUP0670326
DAVISON PETROLEUM PRODUCTS
P O BOX 310
RUSTON LA 71273-0310

SUP0670327
DAVISON, T M
T M DAVISON
1616 SINGLETON BLVD
DALLAS TX 75212-5240

SUP0670328
DELMAR DISPOSAL CO
DELMAR R HAM JR
8508 C F HAWN FWY
DALLAS TX 75217-7013

SUP0670329
DELOACH TEXACO
5341 FOREST LN
DALLAS TX 75244-8006

SUP0670065
DELTA DISTRIBUTORS INC
C T CORPORATION SYSTEM FOR
BRENNTAG SOUTHWEST INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670065
DELTA DISTRIBUTORS INC
TAFT STETTINIUS & HOLLISTER LLP
THOMAS T TERP
425 WALNUT ST STE 1800
CINCINNATI OH 45202-3948

SUP0670330
DIAMOND SHAMROCK
C T CORPORATION SYSTEM FOR SIGMOR
CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670330
DIAMOND SHAMROCK
BRANSCOMB PCJAMES H ROBICHAUX
802 N CARANCAHUA STE 1900
CORPUS CHRISTI TX 78470-0102

SUP0670331
DILLINGHAM & SMITH MECHANICAL AND
SHEET METAL CONTRACTORS INC
2311 KLINE AVE
NASHVILLE TX 37211-2129

SUP0670331
DILLINGHAM & SMITH MECHANICAL AND
SHEET METAL CONTRACTORS INC
JAMES DAVID LECKRONE
3100 W END AVE
NASHVILLE TX 37023-1320

SUP0670332
DIXIE OIL
C E BURNHAM
8932 HIGHWAY 494
LITTLE ROCK MS 39337-9296

SUP0670333
DONCO SALTWATER DISPOSAL SYSTEM
MADISONVILLE TX

SUP0670334
DOUBLE A & Y CORP
MARTHA HOWARD
P O BOX 387
CARTHAGE TX 75633-0387

SUP0670067
DOWELL SCHLUMBERGER INCORPORATED
NATIONAL REGISTERED AGENTS INC FOR
SCHLUMBERGER TECHNOLOGY
CORPORATION
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670067
DOWELL SCHLUMBERGER INCORPORATEI
MOLTZ MORTON OTOOLE LLP
STEVE MORTON
106 E 6TH ST STE 700
AUSTIN TX 78701-3531

SUP0670068
DUNLAP-SWAIN
JACK R SWAIN JR
2607 SAN JACINTO ST
DALLAS TX 75201-2528

SUP0670335
DURHAM TRANSPORTATION INC
601 E PURNELL
LEWISVILLE TX 75057-4117

SUP0670335
DURHAM TRANSPORTATION INC
C T CORPORATION SYSTEM FOR DURHAM
SCHOOL SERVICES LP
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670335
DURHAM TRANSPORTATION INC
GARDERE WYNNE SEWELL LLP
DAVID M BATES
1000 LOUISIANA STE 3400
HOUSTON TX 77002-5011

SUP0670336
E C INCORPORATED

SUP0670070
EAST TEXAS GAS

SUP0670337
EASTERN ECC COMPANY
EASTERN ECC COMPANY
506 SOUTH 3RD

SUP0670338
FINA
6449 GREENVILLE AVE
DALLAS TX 75206-1304

SUP0670075
THE FIRESTONE TIRE AND RUBBER COMPAN
NATIONAL REGISTERED AGENTS INC FOR BF
RETAIL AND COMMERCIAL OPERATIONS LLC
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670075
THE FIRESTONE TIRE AND RUBBER
COMPANY
JONES DAY
HEIDI HUGHES BUMPERS
51 LOUISIANA AVE NW
WASHINGTON DC 20001-2113

SUP0670076
FIRST INTERSTATE BANK OF DALLAS
MICHAEL J TYLER
6301 GASTON AVE
DALLAS TX 75214

SUP0670076
FIRST INTERSTATE BANK OF DALLAS
WINSTEAD PC
DEREK SEAL
401 CONGRESS AVE STE 2100
AUSTIN TX 78701-3798

SUP0670341
FORT SILL
DEFENSE REUTILIZATION AND MARKETING
SERVICE
JUDY MALMQUIST
HDI FEDERAL CENTER
74 WASHINGTON AVE N
BATTLE CREEK MI 49037-3092
SUP0670340
FOX & JACOBS
THOMPSON & KNIGHT LLP
JAMES B HARRIS
1722 ROUTH ST STE 1500
DALLAS TX 75201-2532

SUP0670341
FORT SILL
UNITED STATES DEPARTMENT OF JUSTICE
HEATHER E GANGE
P O BOX 23986
WASHINGTON DC 20026-3986

SUP0670340
FOX & JACOBS
2800 SURVEYOR BLVD
CARROLLTON TX 75006-5117

SUP0670078
FRANKS OIL SERVICE
AUSTIN TX

SUP0670079
FRED JORDAN INC
BILLY F JORDAN
1414 N MUNSON RD
ROYSE CITY TX 75189-5378

SUP0670421
FRED TAYLOR GMC TRUCK SALES INC
CLARENCE FREDERICK TAYLOR
2959 IRVING BLVD
DALLAS TX 75247-6210

SUP0670342
FRUIN-COLNON CORPORATION
VENABLE LLP
LOWELL ROTHSCHILD
575 7TH ST NW
WASHINGTON DC 20004-1601

SUP0670082
GELCO TRUCK LEASING DIVISION GELCO
CORPORATION
KING & SPALDING LLP
DANIELLE M BRIM
1700 PENNSYLVANIA AVE NW
WASHINGTON DC 20006-4700

SUP0670346
GENERAL TIRE INC
CT CORP SYSTEM FOR CONTINENTAL TIRE
NORTH AMERICA INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670086
GEORGIA-PACIFIC CORPORATION
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670087
GIFFORD-HILL CEMENT COMPANY OF
TEXAS
LEHIGH HANSON
MARY KOCH PETTIT
300 E JOHN CARPENTER FWY STE 1645
IRVING TX 75062-2772

SUP0670089
GREYHOUND LINES INC
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670347
GULF STATES OIL & REFINING CO
JOHN T MCMAHON
2700 POST OAK BLVD STE 2200
HOUSTON TX 77056-5798

SUP0670349
H & P TRANS

SUP0670095
HARRIS BROS CO
TAFT STETTINIUS & HOLLISTER LLP
THOMAS T TERP
425 WALNUT ST STE 1800
CINCINNATI OH 45202-3957

SUP0670400
FREILICH HOWARD DBA QUICK STOP
BRAKE & MUFFLER
HOWARD FREILICH
6606 E NORTHWEST HWY
DALLAS TX 75231-8012

SUP0670344
G B BOOTS SMITH CORPORATION
CORPORATION SERVICE COMPANY D/B/A
CSC LAWYERS INCORPORATING SERVICE
COMPANY
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670083
GENERAL ELECTRIC COMPANY
CT CORP SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670346
GENERAL TIRE INC
CONTINENTAL TIRE NORTH AMERICA INC
MONICA CUNNINGHAM
1830 MACMILLIAN PARK DR
FORT MILL SC 29707-7712

SUP0670086
GEORGIA-PACIFIC CORPORATION
ALISON J LATHROP
133 PEACHTREE ST NE
ATLANTA GA 30303-1808

SUP0670441
GOFF WILLIE
WILLIE GOFF
RR 5 BOX 285
KILGORE TX 75662

SUP0670089
GREYHOUND LINES INC
JUNE WEIRICH
MS325
350 N SAINT PAUL ST
DALLAS TX 75201-4240

SUP0670348
GULF STREAM OIL
RT 1 BOX 434
BOSSIER CITY LA 71112-9801

SUP0670350
HALLIBURTON ENERGY SERVICES INC
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670096
HARRY VOWELL TANK TRUCKS INC
P O BOX 30
KILGORE TX 75663-0030

SUP0670342
FRUIN-COLNON CORPORATION
C T CORPORATION SYSTEM FOR FRU-CO
CONSTRUCTION CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670082
GELCO TRUCK LEASING DIVISION GELCO
CORPORATION
CT CORP SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670084
GENERAL TELEPHONE COMPANY OF THE
SOUTHWEST
CT CORP SYSTEM FOR GTE SOUTHWEST
INCORPORATED
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670345
GENERAL TRUCK LEASING INC
GENERAL TRUCK LEASING INC
1919 S AKARD ST
DALLAS TX 75215

SUP0670087
GIFFORD-HILL CEMENT COMPANY OF
TEXAS
P O BOX 520
MIDLOTHIAN TX 76065-0500

SUP0670272
GRANTHAM OIL SERVICE
P O BOX 13
WHITE OAK TX 75693-0013

SUP0670090
GRUBBS ENTERPRISES LTD
CT CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670093
H & H OIL SERVICES
WILLIAM L HUNTER
RT 4 BOX 211
HENDERSON TX 75652

SUP0670095
HARRIS BROS CO
CT CORPORATION SYSTEM FOR COASTAL
CHEMICAL CO LLC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4324

SUP0670275
HARTSELL OIL
MILES HARTSELL
P O BOX 427
RODESSA LA 71069-0427

SUP0670351
HAYNES RESOURCES INC

SUP0670099
HEARNE AVE EXXON
2702 HOLLYWOOD
SHREVEPORT LA 71108-3837

SUP0670352
HEROD OIL INC
E B HEROD
158 ZENNA DR
MATHIS TX 78368-3408

SUP0670100
HERTZ PENSKE TRUCK LEASING INC
CORPORATION SERVICE COMPANY DBA CSC -
LAWYERS INCORPORATING SERVICE
COMPANY FOR PENSKE TRUCK LEASING CO
LP
211 E 7TH ST STE 620
AUSTIN TX 78701-3218
SUP0670101
THE HIGHLAND PUMP COMPANY INC
FULBRIGHT & JAWORSKI LLP
ANDREW J TORRANT
1301 MCKINNEY STE 5100
HOUSTON TX 77010-3095

SUP0670100
HERTZ PENSKE TRUCK LEASING INC
PENSKE TRUCK LEASING CO LPKAREN L
SHCHUKA
RT 10 GREEN HILLS
P O BOX 563
READING PA 19603-0563

SUP0670101
THE HIGHLAND PUMP COMPANY INC
C T CORPORATION SYSTEM FOR
WEATHERFORD ARTIFICIAL LIFT SYSTEMS
INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670353
HOLLOWAY WELDING & PIPING CO
HOLLOWAY WELDING & PIPING GP INC
ALBERT J LYNN
6820 WALLING LN
DALLAS TX 75231-7204

SUP0670354
HUNT OIL COMPANY
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670354
HUNT OIL COMPANY
SCOTT L ROLSETH
1900 N AKARD ST
DALLAS TX 75201-2300

SUP0670355
HYDRAULIC SERVICE AND SUPPLY
COMPANY
LARRY E SPILLERS
100 HOWELL ST
DALLAS TX 75207-7104

SUP0670102
INDUSTRIAL LUBRICANTS CO
CT CORPORATION SYSTEM FOR PENNZOIL
QUAKER STATE COMPANY
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670102
INDUSTRIAL LUBRICANTS CO
SHELL OIL COMPANY
KIMBERLY LESNIAK
P O BOX 2463
HOUSTON TX 77252-2463

SUP0670102
INDUSTRIAL LUBRICANTS CO
SHELL LUBRICANTS
JOSEPH D PHILLIPS
PNT 30094B
700 MILAM ST PNT 30094B
HOUSTON TX 77002-2806

SUP0670103
INDUSTRIAL SOLVENTS GULF DIVISION OF
INDUSTRIAL SOLVENTS CORPORATION
INDUSTRIAL SOLVENTS CORPORATION
DANIEL L SPARKS
16703 GRANT RD
CYPRESS TX 77429-1257

SUP0670103
INDUSTRIAL SOLVENTS GULF DIVISION OF
INDUSTRIAL SOLVENTS CORPORATION
HAVINS & ASSOCIATES PC
JEFFERY J DAVIS
2211 NORFOLK ST STE 525
HOUSTON TX 77098-4051

SUP0670104
INGERSOLL-RAND COMPANY
CT CORP SYSTEM FOR INGERSOLL-RAND
COMPANY
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670104
INGERSOLL-RAND COMPANY
KEVIN R TUBBS
P O BOX 6820
PISCATAWAY NJ 08855-6820

SUP0670105
INLAND CONTAINER CORPORATION
CORPORATION SERVICE COMPANY DBA
CSC - LAWYERS INCORPORATING SERVICE
COMPANY FOR TEMPLE-INLAND INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670105
INLAND CONTAINER CORPORATION
TEMPLE-INLAND INC
RUSSELL G PARISH
1300 S MOPAC EXPY FL 3
AUSTIN TX 78746-6933

SUP0670106
INTERNATIONAL ELECTRIC CORPORATION
C T CORPORATION SYSTEM FOR BAE
SYSTEMS RESOLUTION INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670106
INTERNATIONAL ELECTRIC CORPORATION
FULBRIGHT & JAWORSKI LLP
HEATHER M CORKEN
1301 MCKINNEY ST STE 5100
HOUSTON TX 77010-3095

SUP0670357
INTERNATIONAL PAPER COMPANY
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670107
J & E DIE CASTING CO DIVISION OF
CASCADE DIE CASTING GROUP INC
CASCADE DIE CASTING GROUP INC
7441 DIVISION AVE S
GRAND RAPIDS MI 49548-7979

SUP0670085
JAMES T GENTRY INC
LINDA GENTRY OR JAMES T GENTRY
7842 BROADACRES RD
SHREVEPORT LA 71129-3806

SUP0670358
JANKS TEXACO

SUP0670110
JEFFCO

SUP0670111
JERRY'S WASTE OIL
JERRY UNDERHILL
P O BOX 4
ROANOKE TX 76262-0004

SUP0670291
JOHN CRAWFORD FIRESTONE INC
NATIONAL REGISTERED AGENTS INC FOR
BRIDGESTONE AMERICAS TIRE
OPERATIONS LLC
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77058-2352

SUP0670112
JOHNSON CONTROLS INC
C T CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670112
JOHNSON CONTROLS INC
GONZALEZ SAGGIO HARLAN LLP
HEATHER A DAVIS
225 E MICHIGAN ST 4TH FLR
MILWAUKEE WI 53202-4900

SUP0670360
JONES ENVIRONMENTAL INC
WILLIAM J JONES
708 MILAM ST STE 100
SHREVEPORT LA 71101-5499

SUP0670360
JONES ENVIRONMENTAL INC
JEFF R THOMPSON
1527 DOCTORS DR
BOSSIER CITY LA 71111-3694

SUP0670361
JOY MANUFACTURING COMPANY
CT CORP SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670361
JOY MANUFACTURING COMPANY
COOPER INDUSTRIES KEITH H
ODENWELLER
600 TRAVIS STE 5600
HOUSTON TX 77002-2909

SUP0670278
JUBILEE OIL SERVICE
CHARLES ADCOCK
197 GOLDSBY CIR
STONEWALL LA 71078-9552

SUP0670362
JUNA OIL & GAS CO INC
1990 POST OAK BLVD
HOUSTON TX 77056

SUP0670363
K & F OIL & GAS MANAGEMENT INC
WILLIAM M KEARLEY JR
RT 5 BOX 131
KILGORE TX 75662

SUP0670283
KRNN
KSDR INC
STANLEY ROSENBERG
755 E MULBERRY STE 200
SAN ANTONIO TX 78212-4285

SUP0670364
KAYO OIL COMPANY
CORPORATION SERVICE COMPANY DBA
CSC - LAWYERS INCORPORATING SERVICE
COMPANY
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670364
KAYO OIL COMPANY
CONOCOPHILLIPS COMPANY
WILLIAM J LUNDEEN
1368 PHILLIPS BLDG
420 S KEELER AVE
BARTLESVILLE OK 74003-6641

SUP0670113
KELLYS TRUCK TERMINAL INC
RICHARD ROSENBLUM
910 W IDAHO ST
HAMMOND LA 70401-1710

SUP0670365
KENNYS MOBIL
5712 SKILLMAN ST
DALLAS TX 75206-2802

SUP0670407
KOSAR FRANK DBA RITE WAY TRUCK
RENTAL
FRANK KOSAR
2606 CARTWRIGHT ST
DALLAS TX 75212-4306

SUP0670116
LA TRANSIT
SPORTRAN
1115 JACK WELLS BLVD
SHREVEPORT LA 71107-6613

SUP0670116
LA TRANSIT
SHREVEPORT TRANSIT MANAGEMENT INC
EUGENE R EDDY
4736 CRESCENT DR
SHREVEPORT LA 71106-1806

SUP0670116
LA TRANSIT
LEMLE & KELLEHER LLP
W L WEST
ONE AMERICAN PLACE
301 MAIN ST STE 1800
BATON ROUGE LA 70801-1916

SUP0670118
L D BAKER INC DBA BAKER GULF SERVICE
LARRY BAKER
2112 N INDUSTRIAL
DALLAS TX 75207

SUP0670366
L & J RECOVERY LTD
OSCAR LAWRENCE LEDBETTER
1700 S PENN LN
MOORE OK 73160-2641

SUP0670121
LTV ENERGY PRODUCTS COMPANY
C T CORPORATION SYSTEM FOR OIL
STATES INDUSTRIES INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670121
LTV ENERGY PRODUCTS COMPANY
JONES WALKER
MIKE CHERNEKOFF
600 TRAVIS ST STE 6601
HOUSTON TX 77002-3011

SUP0670368
LAKE COUNTRY TRUCKING INC
BEN J KERR III
P O BOX 509
QUITMAN TX 75783-0509

SUP0670117
LANCE INC
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670117
LANCE INC
LAURA C HUGHES
14120 BALLANTYNE CORPORATE PL STE
350
CHARLOTTE NC 28277-2890

SUP0670453
LARRY GULLEDGE EXXON
3636 FOREST LN
DALLAS TX 75234-7922

SUP0670369
LAS COLINAS SERVICE CENTER INC
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670369
LAS COLINAS SERVICE CENTER INC
MUNSCH HARDT KOPF & HARR PC
AMY RICKERS
3800 LINCOLN PLAZA
500 N AKARD ST
DALLAS TX 75201-6659

SUP0670119
LOCKHEED MISSILES & SPACE COMPANY
INC
CORPORATION SERVICE COMPANY FOR
LOCKHEED MARTIN CORPORATION
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670370
LONE STAR DODGE INC
12000 E NORTHWEST HWY
DALLAS TX 75218-1401

SUP0670120
LONE STAR LOGISTICS INC
NATIONAL REGISTERED AGENTS INC FOR
S STEEL TUBULAR PRODUCTS INC
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

Exhibit B

SUP0670120
LONE STAR LOGISTICS INC
UNITED STATES STEEL CORPORATION
ANDREW G THIRO
600 GRANT ST STE 1500
PITTSBURGH PA 15219-2800

SUP0670125
M LIPSITZ & CO INC
LIPSITZ MANAGEMENT CO INC
TOM G SALOME
100 ELM ST
WACO TX 76704-2507

SUP0670127
MACMILLAN BLOEDEL CONTAINERS
WEYERHAEUSER COMPANY
KIMBERLY A HUGHES
P O BOX 9777
FEDERAL WAY WA 98063-9777

SUP0670129
MANVILLE SALES CORPORATION
THE PRENTICE-HALL CORPORATION
SYSTEM FOR JOHNS MANVILLE
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670130
MARATHON BATTERY COMPANY
BAKER & HOSTETLER LLP
JASON PERDION
1900 E 19TH ST STE 3200
CLEVELAND OH 44114-3485

SUP0670132
MATHEWS TRUCKING COMPANY INC
P O DRAWER 310
RUSTON LA 71273-0310

SUP0670374
MCBANE CRUDE
MELVIN MCBANE

SUP0670133
MEGA LUBRICANTS INC
MILAGRO ESTATES INC
LILLIAN TREJO
15155 JACINTO PORT BLVD
HOUSTON TX 77015-6530

SUP0670377
METAL SERVICES INC
FARRELL FRITZ PC
CHARLOTTE BIBLOW
1320 RXR PLZ
UNIONDALE NY 11556-1320

SUP0670137
MILLERS GULF
MILLERS GULF
9251 MANSFIELD RD
SHREVEPORT LA 71118-3124

SUP0670371
LONG MILE RUBBER CO
NATIONAL REGISTERED AGENTS INC FOR
THE GOODYEAR TIRE & RUBBER COMPANY
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670126
M & M OIL SALVAGE INC
MARY HELEN MORGAN
1310 ALPINE ST
LONGVIEW TX 75601

SUP0670127
MACMILLAN BLOEDEL CONTAINERS
RYAN WHALEY COLDIRON SHANDY
MARK D COLDIRON
119 N ROBINSON AVE STE 900
OKLAHOMA CITY OK 73102-4617

SUP0670129
MANVILLE SALES CORPORATION
JOHNS MANVILLE
BRENT TRACY
717 17TH ST
DENVER CO 80202-3330

SUP0670131
MARTIN-DECKER NATIONAL OILWELL
VARCO
JEFF MANN
7909 PARKWOOD CIRCLE DR
HOUSTON TX 77036-6565

SUP0670132
MATHEWS TRUCKING COMPANY INC
FARGO TRANSPORT INC
JAMES E DAVISON
2000 FARMERVILLE HWY
RUSTON LA 71270-3010

SUP0670375
MCDONALDS
PRENTICE HALL CORP SYSTEM FOR
MCDONALDS CORPORATION
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670376
MELTON TRUCK LINES INC
PATRICIA GONZALEZ
8618 LAS CRUCES DR
LAREDO TX 78045-8720

SUP0670134
METRO AVIATION INC
JAMES G KETTLE
711 SAINT JOHNS DR
MANSFIELD TX 76063-4055

SUP0670138
MINIT OIL CHANGE INC
MINIT OIL CHANGE INC
BILLY J LOWDERMILK
2707 MACKAY LN
SHREVEPORT LA 71118-2555

Exhibit B

SUP0670123
THE LUBRIZOL CORPORATION
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670127
MACMILLAN BLOEDEL CONTAINERS
NATIONAL REGISTERED AGENTS INC FOR
WEYERHAEUSER COMPANY
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670372
MANVEL SALT WATER DISPOSAL COMPANY
E JOSEPH STONE
2525 S VOSS RD STE 6506-2
HOUSTON TX 77057-4109

SUP0670130
MARATHON BATTERY COMPANY
CORPORATION SERVICE COMPANY FOR
MARATHON NORCO AEROSPACE INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670131
MARTIN-DECKER
C T CORPORATION SYSTEM FOR NATIONAL
OILWELL VARCO
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670373
MCALISTER CONSTRUCTION COMPANY
DON C MCALISTER INC
DON C MCALISTER
6822 MOSSVINE CIR
DALLAS TX 75254-7952

SUP0670375
MCDONALDS
MCDONALDS CORPORATION
KEN SHINER
2915 JORIE BLVD
OAK BROOK IL 60523-1900

SUP0670377
METAL SERVICES INC
CORPORATION SERVICE COMPANY FOR
BERNS METALS SOUTH WEST INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670135
METRO FORD TRUCK SALES INC
D H FOLEY JR
4000 IRVING BLVD
DALLAS TX 75247-5816

SUP0670140
MOBIL OIL CORPORATION
PRENTICE HALL CORP SYSTEM FOR
EXXONMOBIL OIL CORPORATION
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670140
MOBIL OIL CORPORATION
EXXONMOBIL REFINING & SUPPLY
COMPANY
EARL F MORAN
1555 POYDRAS ST STE 1421
NEW ORLEANS LA 70112-3701

SUP0670378
MODERN TIRE SERVICE INC
C T CORPORATION SYSTEM FOR
BRIDGESTONE BANDAG LLC
350 N ST PAUL ST
DALLAS TX 75201

SUP0670458
MOHAWK LABORATORIES
NCH CORPORATION
RICH ROBINSON
2727 CHEMSEARCH BLVD
IRVING TX 75062-6454

SUP0670141
MONSANTO COMPANY

SUP0670379
MOORE JAMES
MOORE

SUP0670380
MORGAN OIL
DIANA TX

SUP0670382
MORGAN, TROY L JR
TROY L MORGAN JR
783 ETHEREDGE RD
LONGVIEW TX 75602-7061

SUP0670144
MR TRANSMISSION
3217 N 4TH ST
LONGVIEW TX 75605-5145

SUP0670382
MURPHY BROTHERS SERVICE CENTER INC
RANDALL M MURPHY
2310 HAZEL ST
ARCADIA LA 71001-4104

SUP0670382
MURPHY BROTHERS SERVICE CENTER INC
WATSON MCMILLIN & HARRISON
W BROOKS WATSON
P O BOX 14415
MONROE LA 71207-4415

SUP0670145
NATIONAL OILWELL INC
C T CORPORATION SYSTEM FOR NATIONAL
OILWELL VARCO LP
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670146
NATIONAL SCIENTIFIC BALLOON FACILITY
NEW MEXICO STATE UNIVERSITY
BRUCE KITE
MSC3UGC
P O BOX 3001
LAS CRUCES NM 88003-3001

SUP0670147
NATIONAL SUPPLY COC T CORPORATION
SYSTEM FOR NATIONAL OILWELL VARCO LP
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670261
NAVAL AIR STATION DALLAS
SARAH REED
SOUTHERN DIVISION
NAVFACENGCOM
P O BOX 190010
NORTH CHARLESTON SC 29419-9010

SUP0670383
NAVARRO PETROLEUM CORP
JAMES G COWEN
11 GREENWAY PLZ STE 2216
HOUSTON TX 77046-1100

SUP0670149
NOBLES TRANSMISSION
EDWARD E NOBLE
1754 VZ COUNTY ROAD 4823
CHANDLER TX 75758-4070

SUP0670150
NORTH HIGHLAND MOBIL
3180 N MARKET ST
SHREVEPORT LA 71107-4044

SUP0670384
NORTHWEST OIL

SUP0670384
NORTHWEST OIL
MCDONALD SANDERS
ROBERT L GINSBURG
777 MAIN ST STE 1300
FORT WORTH TX 76102-5317

SUP0670385
NORWEL EQUIPMENT COMPANY
6725 GREENWOOD RD
SHREVEPORT LA 71119-8308

SUP0670385
NORWEL EQUIPMENT COMPANY
DEERE & COMPANY
KATHLEEN R GIBSON
1 JOHN DEERE PL
MOLINE IL 61265-8010

SUP0670386
NUCOR CORPORATION
CT CORP SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670386
NUCOR CORPORATION
MOORE & VAN ALLEN PLLC
WILLIAM A WHITE
100 N TRYON ST STE 4700
CHARLOTTE NC 28202-4003

SUP0670151
OCCIDENTAL CHEMICAL CORPORATION
CT CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670457
OILWELL DIVISION OF UNITED STATES
STEEL CORPORATION
NATIONAL REGISTERED AGENTS INC FOR
UNITED STATES STEEL CORPORATION
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670153
OLYMPIC FASTENING SYSTEMS INC
OLYMPIC FASTENING SYSTEMS INC
P O BOX 752
VIVIAN LA 71082-0752

SUP0670153
OLYMPIC FASTENING SYSTEMS INC
GESIPA FASTENERS USA INC
3150 BRUNSWICK PIKE STE 310
LAWRENCEVILLE NJ 08648-2420

SUP0670154
ON THE SPOT OIL CHANGE
4140 FAIRFAX AVE
SHREVEPORT LA 71108-2926

SUP0670156
OWENS MOBIL
9198 MANSFIELD RD
SHREVEPORT LA 71118

SUP0670157
OXENDINE, VON K DBA OXENDINE
TRANSMISSION
VON K OXENDINE DBA OXENDINE
TRANSMISSION
2319 N BECKLEY AVE
DALLAS TX 75208-2116

Exhibit B

SUP0670041
OXY CITIES SERVICE NGL INC
CT CORPORATION SYSTEM FOR OXY USA
INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670388
P N B CORPORATION
STEVE BAUGHMAN
657 GALLAHER RD
KINGSTON TN 37763

SUP0670159
PANTERA CRUDE INC
R MICHAEL CARTER
2448 E 81ST ST STE 4550
TULSA OK 74137-4221

SUP0670160
PARAMOUNT PACKAGING CORPORATION
TEXAS
CT CORP SYSTEM FOR BEMIS LONGVIEW
INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670161
PARAWAX
JOHN W HILMES
701 S IRVING
OKLAHOMA CITY OK 73129

SUP0670162
PARROTT OIL CORP
G N PARROTT
10207 GARDNER RD
DALLAS TX 75220-4209

SUP0670281
PAULS OILS SERVICE
PAUL LESLIE HIMMELREICH
401 VALENCIA DR
GARLAND TX 75041-3416

SUP0670163
PEARL BREWING COMPANY
BARBARA J HRUBY
121 INTERPARK BLVD STE 300
SAN ANTONIO TX 78216-1850

SUP0670163
PEARL BREWING COMPANY
PABST BREWING COMPANY
YEORYIOS C APALLAS
9014 HERITAGE PKWY STE 308
WOODRIDGE IL 60517-5095

SUP0670164
PELICAN ENERGY OF LA INC
HOWARD W FANNING
199 HAYNES DR
HAYNESVILLE LA 71038-4532

SUP0670391
PEN ROY OIL OF ODESSA INC
WILLIAM B WEEKLEY
12200 W INTERSTATE 20
ODESSA TX 79763-8313

SUP0670165
PENG0 INDUSTRIES INC
RANDALL M RATNER
1700 PACIFIC AVE STE 4100
DALLAS TX 75201-4624

SUP0670390
PENNWALT CORPORATIONCORPORATION
SERVICE COMPANY D/B/A CSC-LAWYERS
INCORPORATING SERVICE COMPANY FOR
ARKEMA INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670390
PENNWALT CORPORATIONARKEMA INC
NANCY B BERENSON
2000 MARKET ST
PHILADELPHIA PA 19103-3231

SUP0670166
PEPSI COLA
4532 INTERSTATE 30
MESQUITE TX 75150-2028

SUP0670166
PEPSI COLA
PEPSI BOTTLING GROUP INC
PAUL WILSON
6659 SYCAMORE CANYON BLVD
RIVERSIDE CA 9507-0733

SUP0670167
PERFORMANCE FRICTION PRODUCTS
FORMERLY COLTEC AUTOMOTIVE PRODUCTS
DIVISION OF COLTEC INDUSTRIES INC
CT CORPORATION SYSTEM FOR COLTEC
INDUSTRIES INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670167
PERFORMANCE FRICTION PRODUCTS
FORMERLY COLTEC AUTOMOTIVE PRODUCT
DIVISION OF COLTEC INDUSTRIES INC
BORGWARNER TORQTRANSFER SYSTEMS IN
PETER D HOLMES
3850 HAMLIN RD
AUBURN HILLS MI 48326-2872

SUP0670167
PERFORMANCE FRICTION PRODUCTS
FORMERLY COLTEC AUTOMOTIVE PRODUCTS
DIVISION OF COLTEC INDUSTRIES INC
ENPRO INDUSTRIES INC
JOHN MAYO
5605 CARNEGIE BLVD
CHARLOTTE NC 28209-4642

SUP0670167
PERFORMANCE FRICTION PRODUCTS
FORMERLY COLTEC AUTOMOTIVE PRODUCTS
DIVISION OF COLTEC INDUSTRIES INC
GOODRICH CORPORATION
BRUCE AMIG
2730 W TYVOLA RD
CHARLOTTE NC 28217-4576

SUP0670168
PETERBILT MOTORS COMPANY
THE PRENTICE-HALL CORPORATION
SYSTEM FOR PACCAR INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670392
PETRO CHEM ENVIRONMENTAL SERVICES
INC
P O BOX 696000
SAN ANTONIO TX 78269-6000

SUP0670392
PETRO CHEM ENVIRONMENTAL SERVICES
INC
BRANSCOMB P C
JAMES H ROBICHAUX
802 N CARANCAHUA ST STE 1900
CORPUS CHRISTI TX 78470-0102

SUP0670393
PETROLEUM DISTRIBUTORS INC
STEPHEN F HOLMSLEY
45 NE LOOP 410 STE 580
SAN ANTONIO TX 78216-5854

SUP0670394
PETROLEUM MARKET PRODUCTS

SUP0670395
PETROLEUM REFINERS UNLIMITED INC
P O BOX 277
YALE OK 74085-0277

SUP0670396
PETROLEUM STRIPPING INC
MICHAEL OTTO JR
19915 PINEHURST TRAIL DR
HUMBLE TX 77346-1732

SUP0670171
PIPES EQUIPMENT CO INC
S JUDD TOOKE
1700 IRVING PL
SHREVEPORT LA 71101-4606

SUP0670172
PITTS
1671 S BROADWAY ST
CARROLLTON TX 75006-7442

SUP0670172
PITTS
HILITE INDUSTRIES INC
P O BOX 814649
DALLAS TX 75381-4649

Exhibit B

SUP0670397
POOL COMPANY
CT CORPORATION SYSTEM FOR NABORS
WELL SERVICES CO
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670398
POST OFFICE VEHICLE MAINTENANCE
FACILITY
UNITED STATES POSTAL SERVICE
RAY DEMASKE
SOUTHWEST AREA OFFICE
P O BOX 225459
DALLAS TX 75222-5428
SUP0670173
PRESBYTERIAN HOSPITAL OF DALLAS
TEXAS HEALTH RESOURCES
EDWARD A FARRAR
612 E LAMAR BLVD STE 1400
ARLINGTON TX 76011-4134

SUP0670459
PRESTON MANAGEMENT COMPANY
C S RESIDENTIAL MANAGEMENT INC
H CRAIG EVANS
8214 WESTCHESTER DR STE 850
DALLAS TX 75225-6128

SUP0670399
PRODUCTION OPERATORS INCNATIONAL
REGISTERED AGENTS INC
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670178
RALPH WILSON PLASTICS
RALPH WILSON PLASTICS COMPANY
600 N GENERAL BRUCE DR
TEMPLE TX 76504-2402

SUP0670404
REED TOOL COMPANY
BAKER RTC INC
3900 ESSEX LN STE 1200
HOUSTON TX 77027-5112

SUP0670405
REPETRO INC
CUSHING OK

SUP0670451
RHODES OIL
NORMAN RHODES
624 FIRST STATE BANK BLDG
DENTON TX 76201

SUP0670408
ROADWAY EXPRESS INC
FULBRIGHT & JAWORSKI LLP
ANDREW TORRANT
1301 MCKINNEY STE 5100
HOUSTON TX 77010-3095

SUP0670397
POOL COMPANY
LOCKE LORD BISSELL & LIDDELL LLPSUSAN
RAINEY
2200 ROSS AVE STE 2200
DALLAS TX 75201-2748

SUP0670398
POST OFFICE VEHICLE MAINTENANCE
FACILITY
UNITED STATES POSTAL SERVICEVICKI
BULLOCK
225 N HUMPHREYS BLVD
MEMPHIS TX 38166-0170

SUP0670174
PRESTIGE FORD
PRESTIGE FORD
3401 S GARLAND AVE
GARLAND TX 75041-4004

SUP0670175
PRESTON OIL SERVICE
JEFFERSON TX

SUP0670401
R & C PETROLEUM INC
LEONARD W PIPKIN
415 W WALL ST STE 415
MIDLAND TX 79701-4585

SUP0670178
RALPH WILSON PLASTICS
CT CORP SYSTEM FOR WILSONART
INTERNATIONAL INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670404
REED TOOL COMPANY
C T CORPORATION SYSTEM FOR NATIONAL
OILWELL VARCO LP
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670406
RETAIL GRAPHICS PRINTING COMPANY
LEE A THOMPSON
8000 AMBASSADOR ROW
DALLAS TX 75247-4702

SUP0670183
RICHARDS-GEBAUR AFB
AFLOA JACE CR
WINFREE M COURTNEY
525 S GRIFFIN ST STE 503
DALLAS TX 75202-5002

SUP0670185
ROBISON CECIL
CECIL ROBISON
856 COUNTY ROAD 3315
OMAHA TX 75571-5382

SUP0670398
POST OFFICE VEHICLE MAINTENANCE
FACILITY
UNITED STATES POSTAL SERVICE
GARY W BIGELOW
4200 WAKE FOREST RD
RALEIGH NC 27609-6229

SUP0670173
PRESBYTERIAN HOSPITAL OF DALLAS
CHARLES W BOES
611 RYAN PLAZA DR STE 900
ARLINGTON TX 76011-4008

SUP0670174
PRESTIGE FORD
PRENTICE HALL CORPORATION SYSTEM
FOR PRESTIGE FORD GARLAND LIMITED
PARTNERSHIP
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670399
PRODUCTION OPERATORS INC
717 GRIMMETT DR
SHREVEPORT, LA 71137-6709

SUP0670402
R & K AUTO REPAIR INC
PHYLLIS JULIA KOENIG
2917 WILLOW RIDGE DR
GARLAND TX 75044-7845

SUP0670403
RAYCO OIL COMPANY
RAY POWELL
4914 AUGUSTA CIR
COLLEGE STATION TX 77845-8982

SUP0670180
REEVES OIL CO INC
KYLE REEVES
1610 W COTTON ST
LONGVIEW TX 75604-5523

SUP0670406
RETAIL GRAPHICS PRINTING COMPANY
VERTIS COMMUNICATIONS
WILSON CUNNINGHAM
7619 DOANE DR
MANASSAS VA 20109-2430

SUP0670408
ROADWAY EXPRESS INC
C T CORPORATION SYSTEM FOR YRC INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670455
ROCK TENN CONVERTING COMPANY
NATIONAL REGISTERED AGENTS INC
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670409
ROCKWALL
ATTN CITY MANAGER
385 S GOLIAD ST
ROCKWALL TX 75087-3737

SUP0670189
RUAN LEASING COMPANY
C T CORPORATION SYSTEM FOR RUAN
LOGISTICS CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670412
RYDER TRUCK RENTAL INC
CORPORATION CREATIONS NETWORK INC
4265 SAN FELIPE ST STE 1100
HOUSTON TX 77027-2998

SUP0670417
SKI OIL INCORPORATED
P O BOX 993
ARANSAS PASS TX 78335-0993

SUP0670191
SAFEWAYLEGAL DIVISION
5918 STONERIDGE MALL RD BLDG G
PLEASANTON CA 94588-3229

SUP0670195
SCHEPPS DAIRY INC
STRASBURGER & PRICE LLP
KIRK SNIFF
901 MAIN ST STE 4400
DALLAS TX 75202-3729

SUP0670196
SEARS ROEBUCK AND CO
CT CORP SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670199
SERVION INC
SERVION OF TEXAS INC
ROBERT B HOLLAND III
2911 TURTLE CREEK BLVD NO 925
DALLAS TX 75219-6247

SUP0670203
SHORE COMPANY INC
C W SHORE TRUST ESTATE
2516 W MARSHALL AVE
LONGVIEW TX 75604-5018

SUP0670416
SHREVEPORT TRUCK CENTER
FULBRIGHT & JAWORSKI LLP
LOUIS S ZIMMERMAN
801 PENNSYLVANIA AVE NW
WASHINGTON DC 20004-2623

SUP0670186
ROLLINS LEASING CORP
CORPORATION SERVICE COMPANY DBA
CSC - LAWYERS INCORPORATING SERVICE
COMPANY FOR ROLLINS LEASING LLC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670412
RYDER TRUCK RENTAL INC
RYDER TRUCK RENTAL INC
1231 S JUPITER RD
GARLAND TX 75042-7712

SUP0670412
RYDER TRUCK RENTAL INC
RYDER SYSTEM INC
NANCI TELLAM
11690 NW 105TH ST
MEDLEY FL 33178-1103

SUP0670190
THE SABINE MINING COMPANY
THOMAS A KOZA
14785 PRESTON RD STE 1100
DALLAS TX 75254-6823

SUP0670194
SANTOS RADIATOR
JUAN J SANTOS
2000 FORT WORTH AVE
DALLAS TX 75208-1304

SUP0670415
SCHLUMBERGER WELL SERVICES DIVISION
OF SCHLUMBERGER TECHNOLOGY
CORPORATION
NATIONAL REGISTERED AGENTS INC FOR
SCHLUMBERGER TECHNOLOGY
CORPORATION

SUP0670197
SENCO MARKETING
MARK C HILL
500 W 7TH ST STE 1025
FORT WORTH TX 76102-4700

SUP0670200
SHELL OIL COMPANY
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670203
SHORE COMPANY INC
HAYNES AND BOONE LLP
JEFF CIVINS
600 CONGRESS AVE STE 1300
AUSTIN TX 78701-3285

SUP0670416
SHREVEPORT TRUCK CENTER
PATTON ROBERTS PLLC
KIRK PATTON
2900 SAINT MICHAEL DR STE 400
TEXARKANA TX 75503-5211

SUP0670411
ROYLE CONTAINER
THOMAS WEST
P O BOX 3687
LONGVIEW TX 75604-3687

SUP
RYDER TRUCK RENTAL INC
RYDER TRUCK RENTAL INC
11690 NW 105TH ST
MEDLEY FL 33178-1103

SUP0670413
SETI
2000 IRVING BLVD
DALLAS TX 75207

SUP0670191
SAFEWAY
UNITED STATES CORPORATION COMPANY
FOR SAFEWAY INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670195
SCHEPPS DAIRY INC
C T CORPORATIONS SYSTEM FOR
SOUTHERN FOODS GROUP
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670415
SCHLUMBERGER WELL SERVICES DIVISION
OF SCHLUMBERGER TECHNOLOGY
CORPORATION
MOLTZ MORTON OTOOLE LLP
STEVE MORTON
106 E 6TH ST STE 700
AUSTIN TX 78701-3531

SUP0670198
SERVICE OIL CO

SUP0670202
SHIPPERS CAR LINE INC
CORPORATION SERVICE COMPANY DBA
CSC - LAWYERS INCORPORATING SERVICE
COMPANY FOR ACF INDUSTRIES LLC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670416
SHREVEPORT TRUCK CENTER
CORPORATION SERVICE COMPANY DBA CSC
LAWYERS INCORPORATING SERVICE
COMPANY FOR BARLOWORLD TRUCK CENTE
INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218
SUP0670205
SITTON OIL
SITTON OIL AND MARINE COMPANY INC
GARY L SITTON
4455 THOMAS CT
BEAUMONT TX 77706-7716

SUP0670207
SNAPPY LUBE INC
JEFF HEFFELFINGER
1845 PRECINCT LINE RD STE 215
HURST TX 76054-3109

SUP0670208
SNOW COIL INC
THE NORMAN LAW FIRMMARVIN J ANGLE
P O BOX 1870
JACKSONVILLE TX 75766-1870

SUP0670208
SNOW COIL INC
HODGSON RUSS
JEFFREY C STRAVINO
140 PEARL ST STE 100
BUFFALO NY 14202-4004

SUP0670208
SNOW COIL INC
ALLIED MOTION TECHNOLOGIES INC
RICHARD D SMITH
23 INVERNESS WAY EAST STE 150
ENGLEWOOD CO 80112-5711

SUP0670456
SOONER REFINING CO INC
2050 NORTH LOOP W STE 115
HOUSTON TX 77018-8111

SUP0670209
SOUTH COAST PRODUCTS INC
JOHN RICHARD CANTU
20 SOUTHBELT INDUSTRIAL DR
HOUSTON TX 77047-7010

SUP0670418
SOUTHEAST TEX-PACK EXPRESS INC
MICHAEL D WILKINS
310 S INDUSTRIAL BLVD
EULESS TX 76040

SUP0670210
SOUTHERN GULF
SOUTHERN GULF TRUCKING INC
4277 N MARKET ST
SHREVEPORT LA 71107-2911

SUP0670212
SOUTHERN PLASTICS INC
NATIONAL REGISTERED AGENTS INC
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670212
SOUTHERN PLASTICS INC
HUNTON & WILLIAMS LLP
JOHN SHEEHAN
RIVERFRONT PLAZA EAST TOWER
951 E BYRD ST
RICHMOND VA 23219-4040

SUP0670462
SOUTHLAND SALES CORPORATION
CORPORATION SERVICE COMPANY DBA
CSC - LAWYERS INCORPORATING SERVICE
COMPANY
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670462
SOUTHLAND SALES CORPORATION
STRASBURGER & PRICE LLP
MELODY SMITH
901 MAIN ST STE 4400
DALLAS TX 75202-3729

SUP0670214
SOUTHWEST DISPOSALALLIED WASTE
SYSTEMS (TEXAS) INC FKNA TIGER
CORPORATION
15880 N GREENWAY HAYDEN LOOP STE 100
SCOTTSDALE AZ 85260-1649

SUP0670214
SOUTHWEST DISPOSALCT CORP SYSTEM
FOR ALLIED WASTE SYSTEMS (TEXAS) INC
FKNA TIGER CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670214
SOUTHWEST DISPOSAL
LATHROP & GAGE LC
TOM RYAN
2345 GRAND BLVD STE 2800
KANSAS CITY MO 64108-2612

SUP0670260
SOUTHWESTERN BELL TELEPHONE
COMPANY
DAVID C WELSCH
208 S AKARD ST STE 2900
DALLAS TX 75202-4206

SUP0670260
SOUTHWESTERN BELL TELEPHONE
COMPANY
AT&T CORPORATION
MARK T SMITH
308 S AKARD ST RM 1700
DALLAS TX 75202-5315

SUP0670216
SOUTHWESTERN ELECTRIC POWER
COMPANY
CT CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670216
SOUTHWESTERN ELECTRIC POWER
COMPANY
AMERICAN ELECTRIC POWER
L ELIZABETH HILL
P O BOX 660164
DALLAS TX 75266-0164

SUP0670414
SOUTHWESTERN PETROLEUM
CORPORATION
ARTHUR J DICKERSON
534 N MAIN ST
FORT WORTH TX 76164-9507

SUP0670414
SOUTHWESTERN PETROLEUM
CORPORATION
KELLY HART & HALLMAN LLP
ROBERT T STEWART
301 CONGRESS AVE STE 2000
AUSTIN TX 78701-2960

SUP0670217
SPECIALTY OIL
CT CORPORATION SYSTEM FOR PENNZOIL-
QUAKER STATE COMPANY
350 N SAINT PAUL ST STE 2900
DALLAS TX 78201-4234

SUP0670218
SPRAGUE ELECTRIC COMPANY
SPELCO INC
250 E 5TH ST
CINCINNATI OH 45202-4119

SUP0670221
STAR SOLVENTS INC
DANIEL M ALLEN
712 WESTWOOD DR
LONGVIEW TX 75604-3141

SUP0670223
STEEL CITY CRANE RENTAL INC
GEORGE W CROCKER
4865 ORCHARD PARK DR
FRISCO TX 75034-2245

SUP0670224
STEMCO INC
C T CORPORATION SYSTEM FOR STEMCO
LP
350 N SAINT PAUL ST STE 2900
DALLAS TX 78201-4234

SUP0670225
STEVE D THOMPSON TRUCKING INC
STEVE D THOMPSON
1300 DAVID ST
WINNSBORO LA 71295-2065

SUP0670226
THE STROH BREWERY COMPANY
CT CORPORATION SYSTEM FOR SBC
HOLDINGS INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670226
THE STROH BREWERY COMPANY
THE DAVIS LAW GROUP P C
12900 HALL RD STE 350
STERLING HEIGHTS MI 48313-1174

SUP0670226
THE STROH BREWERY COMPANY
BUTZEL LONG
GEORGE KUEHN
350 S MAIN ST STE 300
ANN ARBOR MI 48104-2131

SUP0670227
SULLIVAN TRANSFER & STORAGE
SULLIVAN TRANSFER COMPANY
SAM PASSMAN
2500 RENAISSANCE TWR
1201 ELM ST
DALLAS TX 75270-2169

SUP0670420
SUN ENGINE SALES INC
C T CORP SYSTEM FOR SUN ENGINE &
TRANSMISSION SALES INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670232
T E C WELL SERVICE INC
HAYNES AND BOONE LLP
JEFF CIVINS
600 CONGRESS AVE STE 1300
AUSTIN TX 78701-3285

SUP0670288
TAYLOR RENTAL CENTER
7710 JEWELLA AVE
SHREVEPORT LA 71108-5051

SUP0670233
TEXAS GAS TRANSMISSION
CORPORATIONCORPORATION SERVICE
COMPANY DBA CSC - LAWYERS
INCORPORATING SERVICE COMPANY FOR
TEXAS GAS TRANSMISSION LLC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218
SUP0670425
TEXAS INDUSTRIAL DISPOSAL INC
WASTE MANAGEMENT OF TEXAS INC
FRANCIS CHIN
1001 FANNIN ST STE 4000
HOUSTON TX 77002-6711

SUP0670234
TEXAS MILL SUPPLY - LONGVIEW INC
CAPITOL CORPORATE SERVICES INC
800 BRAZOS STE 400
AUSTIN TX 78701-2548

SUP0670245
TEXAS UTILITIES GENERATING COMPANY
TXU MINING COMPANY LP
TXU BUSINESS SERVICES COMPANY
1601 BRYAN ST 43RD FLR
DALLAS TX 75201-3411

SUP0670426
TONEYS GARAGE
8640 LAKE JUNE RD
DALLAS TX 75217-2325

SUP0670238
TRINITY INDUSTRIES INC
CT CORP SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670227
SULLIVAN TRANSFER & STORAGE
SULLIVAN TRANSFER COMPANYDAWN M
REPP
1600 VICEROY STE 100
DALLAS TX 75235-2312

SUP0670420
SUN ENGINE SALES INC
BAKER & MCKENZIE LLPDOUGLAS B
SANDERS
130 E RANDOLPH ST STE 3500
CHICAGO IL 60601-6342

SUP0670230
TAN A CO
ROUTE 4 BOX 56
SAN ANGELO TX 76904

SUP0670422
TEXACO CHEMICAL COMPANY
C T CORPORATION SYSTEM FOR
HUNTSMAN PETROCHEMICAL
CORPORATION
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670233
TEXAS GAS TRANSMISSION
CORPORATIONGARDERE WYNNE SEWELL
LLP
ELIZABETH A HURST
600 CONGRESS AVE STE 3000
AUSTIN TX 78701-2978

SUP0670425
TEXAS INDUSTRIAL DISPOSAL INC
WINSTEAD PC
ALBERT AXE
401 CONGRESS AVE STE 2100
AUSTIN TX 78701-3798

SUP0670234
TEXAS MILL SUPPLY - LONGVIEW INC
SMITH INTERNATIONAL INC
MAURY STICKER
P O BOX 60068
HOUSTON TX 77205-0068

SUP0670245
TEXAS UTILITIES GENERATING COMPANY
VINSON & ELKINS LLP
CAROLIN SPIEGEL
2801 VIA FORTUNA STE 100
AUSTIN TX 78746-7568

SUP0670464
TRAILWAYS INC
CT CORPORATION SYSTEM FOR TLI INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670239
TRIPLE L DISPOSAL
RT B BOX 286
KINGSTON OK 73439

SUP0670228
SUMMIT WHITE GMC TRUCKS INC
THE PRENTICE HALL CORPORATION SYS
400 N SAINT PAUL ST
DALLAS TX 75201-3114

SUP0670232
T E C WELL SERVICE INC
KENNETH E SHORE
2020 BILL OWENS PKWY STE 240
LONGVIEW TX 75604-6213

SUP0670231
TANNEHILL OIL PRODUCTS
WILFORD BUDDY D TANNEHILL
268 HILLSHORE CIR
LONGVIEW TX 75605-7051

SUP0670422
TEXACO CHEMICAL COMPANY
CHEVRON U S A INC
EVE W BARRON
1600 SMITH ST 27TH FLR
HOUSTON TX 77002-7362

SUP0670425
TEXAS INDUSTRIAL DISPOSAL INC
C T CORPORATION SYSTEM FOR WASTE
MANAGEMENT OF TEXAS INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670244
TEXAS INDUSTRIES INC
C T CORPORATION SYSTEM
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670263
TEXAS STATE TECHNICAL INSTITUTE AIRPOF
TEXAS STATE TECHNICAL COLLEGE WACO
AIRPORT
RAY RUSHING
2600 WASHINGTON AVE
WACO TX 76710-7449

SUP0670236
THOMPSON TRANS
1160 MCKINLY
SHREVEPORT LA

SUP0670237
TRICON
TRICON RACING INC
E SASSER JR
1560 WEST BAY AREA BLVD STE 230
FRIENDSWOOD TX 77546-2667

SUP0670428
TRI-STATE OIL TOOLS INC
BAKER HUGHES OILFIELD OPERATIONS IN
DINA C KUYKENDALL
2929 ALLEN PKWY STE 2100
HOUSTON TX 77019-2118

SUP0670428
TRI-STATE OIL TOOLS INC
C T CORP SYS FOR BAKER HUGHES
OILFIELD OPERATIONS INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670240
TRITON AVIATION SERVICES INC
TRITON FUEL GROUP INC JERRY L NIUMAN
1901 N CENTRAL EXPY STE 415
RICHARDSON TX 75080-3638

SUP0670241
TRUCKSTOPS OF AMERICA
BROUSE MCDOWELL
JON GOROSH
WL.1 16.169C
501 WESTLAKE PARK BLVD
HOUSTON TX 77079-2604

SUP0670242
TUNEUP MASTERS INC OF TEXAS
TUNEUP MASTERS INC
P O BOX 1747
FORT WORTH TX 76101-1747

SUP0670243
TWIN CITY TRANSMISSION SERVICE INC
TRACEY ARDITO
2923 DEBORAH DR
MONROE LA 71201-1953

SUP0670243
TWIN CITY TRANSMISSION SERVICE INC
ANTHONY ARDITO
859 FROST TOWER RD
WEST MONROE LA 71292-3394

SUP0670430
UNION OIL 76 TRUCK STOP
P O BOX 548
ROCKWALL TX 05087-0548

SUP0670247
UNITED GAS PIPE LINE COMPANY
CT CORPORATION SYSTEM FOR GULF
SOUTH PIPELINE COMPANY LP
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670247
UNITED GAS PIPE LINE COMPANY
GARDERE WYNNE SEWELL LLP
DAVID M BATES
1000 LOUISIANA STE 3400
HOUSTON TX 77002-5011

SUP0670431
UNITED PRESS INTERNATIONAL
LINA HORCHANI
1400 EYE ST NW
WASHINGTON DC 20005-2208

SUP0670432
UNITED STATES ARMY CORPS OF
ENGINEERS MAT SINKING UNIT
MELLIE M BILLINGSLEY
4155 CLAY ST
VICKSBURG MS 39183-3435

SUP0670250
VANGUARD SALES
U S CORPORATION COMPANY FOR ARA
MANUFACTURING CO OF DELAWARE INC
807 BRAZOS STE 102
AUSTIN TX 78701-2517

SUP0670251
VARO INCCORPORATION SERVICE
COMPANY DBA CSC - LAWYERS
INCORPORATING SERVICE COMPANY FOR
VHC INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670433
VAULT OIL & GAS
P O BOX 301
NEW LONDON TX 75682-0301

SUP0670434
VIKING FREIGHT SERVICE INC
VIKING COMMERCIAL SERVICES INC
3839 SEGUIN DR
DALLAS TX 75220-6323

SUP0670435
VODA PETROLEUM INC
RONALD L VODA
1900 WARWICK CIR W
LONGVIEW TX 75601-3139

SUP0670436
VOLVO WHITE TRUCK CORPORATION
1358 MOTOR CIR
DALLAS TX 75207-5910

SUP0670437
W F B TANK BOTTOM RECLAIMING CORP
RT 6 BOX 360
ALVIN TX 77511

SUP0670290
W W WASTE OIL

SUP0670253
WARREN PETROLEUM COMPANY
PRENTICE-HALL CORP SYSTEM INC FOR
CHEVRON U S A INC
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

SUP0670438
WESTMORELAND JOINT VENTURE
ESPEY HUSTON & ASSOCIATES INC
18383 PRESTON RD STE 110
DALLAS TX 75252-5476

SUP0670438
WESTMORELAND JOINT VENTURE
HAL R PETTIGREW
2311 CEDAR SPRINGS RD STE 100
DALLAS TX 75201-7816

SUP0670439
WESTERN AUTO SUPPLY COMPANY
1704 GREENVILLE AVE
DALLAS TX 75206-7417

SUP0670460
WESTLAND OIL COMPANY INC
CT CORPORATION SYSTEM FOR PENNZOIL
QUAKER STATE COMPANY
350 N SAINT PAUL ST STE 2900
DALLAS TX 78201-4234

SUP0670440
WILLAMETTE INDUSTRIES INC
NATIONAL REGISTERED AGENTS INC FOR
WEYERHAEUSER COMPANY
16055 SPACE CENTER BLVD STE 235
HOUSTON TX 77062-6212

SUP0670443
WOODLINE MOTOR FREIGHT
3502 E KIEST BLVD
DALLAS TX 75203-4119

SUP0670444
WOODS OPERATING CO INC
CT CORPORATION SYSTEM FOR WOODS
OPERATING CO INC
350 N SAINT PAUL ST STE 2900
DALLAS TX 75201-4234

SUP0670258
WRAY FORD INC
WRAY FORD INC
STEVEN L PURSLEY
2851 BENTON RD
BOSSIER CITY LA 71111-2311

SUP0670445
YATES SWD CORP
DONALD M LOGAN
2390 TRANSCO TOWER
2800 S POST OAK RD
HOUSTON TX 77056-5787

SUP0670446
YOUNG CHEVROLET INC
KEITH YOUNG
9301 E R L THORNTON FWY
DALLAS TX 75228-6112

SUP0670446
YOUNG CHEVROLET INC
THE TERRILL FIRM
GEOFFREY P KIRSHBAUM
810 W 10TH ST
AUSTIN TX 78701-2005

SUP0670447
ZAVALA ENERGY INC
WILLIAM G GILL
P O BOX 4227
CORPUS CHRISTI TX 78469-4227