

ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Multistate)

BY AND AMONG

**TRONOX, INC.,
TRONOX LLC,
TRONOX FINANCE CORP.,
TRONOX HOLDINGS, INC.,
TRONOX LUXEMBOURG S.AR.L,
TRONOX PIGMENTS (SAVANNAH), INC.,
TRONOX WORLDWIDE, LLC,
SOUTHWESTERN REFINING COMPANY, INC.,
TRANSWORLD DRILLING COMPANY,
TRIANGLE REFINERIES, INC.,
TRIPLE S, INC.,
TRIPLE S ENVIRONMENTAL MANAGEMENT CORP.,
TRIPLE S MINERALS RESOURCES CORP.,
TRIPLE S REFINING CORP.,
and
CIMARRON CORP.
As Settlers,**

**Greenfield Environmental Multistate Trust LLC
not individually but solely in its representative capacity
as Multistate Trustee,**

AND

**THE UNITED STATES OF AMERICA and
the STATES of ALABAMA, FLORIDA, GEORGIA, IDAHO, ILLINOIS,
INDIANA, IOWA, KANSAS, LOUISIANA, MISSISSIPPI, MISSOURI, NEVADA, NEW
YORK, NORTH CAROLINA, OHIO, OKLAHOMA, PENNSYLVANIA, TENNESSEE,
TEXAS, AND WISCONSIN
as Beneficiaries**

As of February 14, 2011

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ENVIRONMENTAL RESPONSE TRUST AGREEMENT

(Multistate)

This Environmental Response Trust Agreement (the “Agreement”) is made this 14th day of February, 2011, by and among TRONOX, INC. (“Tronox”) and its wholly owned subsidiaries, TRONOX LLC, TRONOX FINANCE CORP., TRONOX HOLDINGS, INC., TRONOX LUXEMBOURG S.A.R.L, TRONOX PIGMENTS (SAVANNAH), INC., TRONOX WORLDWIDE, LLC, SOUTHWESTERN REFINING COMPANY, INC., TRANSWORLD DRILLING COMPANY, TRIANGLE REFINERIES, INC., TRIPLE S, INC., TRIPLE S ENVIRONMENTAL MANAGEMENT CORP., TRIPLE S MINERALS RESOURCES CORP., TRIPLE S REFINING CORP., and CIMARRON CORP., as debtors and debtors in possession in the Bankruptcy Cases (defined below) (collectively, “Settlors”) and Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee (defined herein) of the Multistate Environmental Response Trust established hereby (the “Multistate Trust”), and the Beneficiaries (defined herein).

RECITALS:

WHEREAS, on January 12, 2009, Settlors filed voluntary petitions for relief in the Bankruptcy Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”), which cases have been jointly administered under Case No. 09-10156 (the “Bankruptcy Cases”);

WHEREAS, the Settlors, the United States and the States have entered into that certain Consent Decree and Environmental Settlement Agreement lodged with the Court on November 23, 2010, and as it may be amended prior to the Effective Date (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement provides for the transfer of the Multistate Owned Sites to the Multistate Trust to be administered by the Multistate Trustee pursuant to this Agreement and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of four additional trusts, the Cimarron Trust, the Nevada Trust, the Savannah Trust, and the West Chicago Trust, the transfer to those trusts of the Cimarron Site, the Henderson Property, the Savannah Facility, and the West Chicago Owned Sites, respectively, and the administration of each of those trusts by the Cimarron Trustee, the Nevada Trustee, the Savannah Trustee, and the West Chicago Trustee, respectively, pursuant to the Environmental Response Trust Agreement for each trust and the Settlement Agreement;

WHEREAS, the Settlement Agreement provides for the creation of a litigation trust (“Anadarko Litigation Trust”) pursuant to the Litigation Trust Agreement (defined below);

WHEREAS, in accordance with Article V of the Settlement Agreement, the Multistate Trust is established for the purposes of owning the Multistate Owned Sites, carrying out administrative and property management functions related to the Multistate Owned Sites, managing and/or funding implementation of future Environmental Actions approved by the Lead

Agencies with respect to those Owned Funded Sites transferred to the Multistate Trust (“Multistate Owned Funded Sites”) pursuant to the Settlement Agreement and the Non-Owned Service Stations (as defined in the Settlement Agreement), paying certain future oversight costs, and ultimately selling, transferring, or otherwise disposing or facilitating the reuse of all or part of the Multistate Trust Assets, if possible, and fulfilling other obligations as set forth in the Settlement Agreement.

WHEREAS, the Multistate Trust is to be funded in the amount set forth in the Settlement Agreement;

WHEREAS, this Agreement and the Settlement Agreement govern the Multistate Trust, which is created pursuant to section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “QSF Regulations”);

WHEREAS, presuming that the Multistate Trust qualifies as a “qualified settlement fund” within the meaning of the QSF Regulations, to the extent permitted by law, the Settlor intend to elect to treat the Multistate Trust as a grantor trust pursuant to QSF Regulations; and

WHEREAS, the Multistate Trust shall be the exclusive holder of the assets described herein for purposes of the Settlement Agreement and this Agreement under 31 U.S.C. § 3713(b);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions.

The following terms as used in this Agreement shall have the definitions given below:

1.1.1 “Agreement” has the meaning as given in the preamble.

1.1.2 “Anadarko Litigation Trust” shall have the meaning given in the recitals to this Agreement.

1.1.3 “Anadarko Litigation Proceeds” are eighty-eight percent (88%) of the net recovery in the Anadarko Litigation, which net recovery shall be determined by subtracting from the total gross recovery in the Anadarko Litigation (1) all outstanding and anticipated payments to lead counsel of the Anadarko Litigation Trust pursuant to a separate Special Fee Arrangement; (2) all outstanding and anticipated costs and fees of the Anadarko Litigation Trust and Trustee (including but not limited to attorney’s fees and Trustee fees), as set forth in the Anadarko Litigation Trust Agreement referred to in Paragraph 119 of the Settlement Agreement; and (3) the amount of the distribution referred to in Paragraph 122 of the Settlement Agreement as amended by the First Amendment to the Consent Decree and Environmental Settlement Agreement, and which

shall be allocated to the Governments and the Environmental Response Trusts pursuant to the Plan of Reorganization and the Settlement Agreement.

1.1.4 “Bankruptcy Cases” shall have the meaning given in the recitals to this Agreement.

1.1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

1.1.6 “Beneficiary” means any one of the United States and States of Alabama, Florida, Georgia,¹ Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin.

1.1.7 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.

1.1.8 “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matters.

1.1.9 “Effective Date” means the Effective Date as defined in the Settlement Agreement.

1.1.10 “Emergency Environmental Action” shall have the meaning provided in Section 3.2.1.

1.1.11 “Environmental Action” means any and all environmental activities authorized or required under Environmental Law that occur after the Effective Date and that are related to any of the Multistate Owned Sites and certain Non-Owned Sites (for which the Multistate Trust will be performing environmental activities as provided herein), including but not limited to response or remedial actions, removal actions, corrective action, closure, or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, operation and maintenance, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship and perpetual custodial care activities. “Environmental Actions” also include the above environmental activities relating to the migration of hazardous substances emanating from the Multistate Owned Sites and certain Non-Owned Sites. For the avoidance of doubt, “Environmental Actions” shall not include natural resource assessment or restoration.

¹ All references to “Georgia” or the “State of Georgia” are limited to the Georgia Department of Natural Resources, Environmental Protection Division.

1.1.12 “Environmental Costs” means the costs and expenses of implementing, managing, and complying with all Environmental Actions, including, without limitation, related Trustee fees and all reasonable consulting and legal fees associated with such activities, and the costs of payment of certain oversight costs of any Beneficiary with respect to a Multistate Owned Site and the certain Non-Owned Service Stations.

1.1.13 “Environmental Information” means environmental reports, audits, analyses, records, studies and other documents containing information prepared by or otherwise in the possession, custody, or control of Settlers or their technical consultants that are based on or otherwise reflect information related to environmental activities.

1.1.14 “Environmental Law” means, whenever in effect, all federal, tribal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law; all judicial and administrative orders and determinations and all common law concerning public health and safety, worker health and safety, pollution or protection of the environment, including, without limitation, the Atomic Energy Act (“AEA”), CERCLA, Clean Water Act (“CWA”), Clean Air Act (“CAA”), Emergency Planning and Community Right-to-Know Act (“EPCRA”), Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), Resource Conservation and Recovery Act (“RCRA”), Safe Drinking Water Act (“SDWA”), Toxic Substances Control Act (“TSCA”), and any similar tribal, state or local environmental protection laws.

1.1.15 “Funding” shall have the meaning given in Section 2.1.2 hereof.

1.1.16 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.17 “Lead Agencies” shall be the designated Government agencies identified in Paragraph 12 of the Settlement Agreement.

1.1.18 “Litigation Trust Agreement” means the agreement establishing the Anadarko Litigation Trust.

1.1.19 “Multistate Owned Funded Sites” shall have the meaning given in the Recitals.

1.1.20 “Multistate Owned Sites” means all the rights, titles, and interests in and to, including, without limitation, all of the fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, personal property (tangible and intangible) and equipment located thereon as of the Effective Date) related to all portions of the sites listed in Exhibits “A-1,” “A-2,” “A-3,” and “A-4” to this Agreement.

1.1.21 “Multistate Trust” means the trust established pursuant to this Agreement.

1.1.22 “Multistate Trust Account” shall have the meaning given in Section 2.1.4 hereof.

1.1.23 “Multistate Trust Administrative Account” means the Multistate Trust Account established to fund the payment of real estate taxes, income taxes (to the extent applicable), insurance, maintenance costs, and other fees, costs, and expenses, including the fees and costs of the Multistate Trustee incurred in connection with the administration of the Multistate Trust, but excluding any expenses incurred in implementing, managing, or performing Environmental Actions.

1.1.24 “Multistate Trust Assets” means (a) those assets and properties, including the Funding, the Multistate Owned Sites, and the Transferred Contracts, to be transferred to the Multistate Trust pursuant to the Settlement Agreement and (b) such other assets acquired, earned, or held by the Multistate Trust from time to time pursuant to this Agreement, the Settlement Agreement, or an order of the Court including, but not limited to, the right to draw on the Letters of Credit, Bonds, and Surety instruments etc. as described in Section 2.1.2.2, below.

1.1.25 “Multistate Trust Environmental Cost Account” shall have the meaning given in Section 2.1.4.

1.1.26 “Multistate Trust Parties” under this Agreement and the Settlement Agreement means, collectively, the Multistate Trust, the Multistate Trustee, and the Multistate Trustee’s, and its corporate parent’s (Greenfield Environmental Trust Group, Inc.’s) shareholders, officers, directors, members, managers, principals, employees, consultants (except for the Consultant(s) who may be retained to implement future Environmental Actions, as set forth in Section 4.1.2), agents or other professionals or representatives employed by the Multistate Trust or Multistate Trustee.

1.1.27 “Multistate Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Multistate Trust Assets.

1.1.28 “Multistate Trust Work Account” shall have the meaning given in Section 2.1.4.

1.1.29 “Multistate Trustee” means the trustee of the Multistate Trust.

1.1.30 “Non-Lead Agency” shall have the meaning given in the Settlement Agreement.

1.1.31 “Non-Owned Service Stations” means service stations not owned by Settlers with ongoing cleanup obligations located in Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South

Dakota, Tennessee, Texas, Virginia and Wisconsin listed in Exhibit “A-5” to this Agreement.

1.1.32 “Non-Owned Sites” means those Sites set forth and defined in Attachment B to the Settlement Agreement, and any and all contiguous and non-contiguous areas onto which hazardous substances from such Site may have migrated.

1.1.33 “Other Environmental Trusts” means the Cimarron Trust, the Nevada Trust, the Savannah Trust, and the West Chicago Trust.

1.1.34 “Parties” means the Settlers, the Multistate Trustee, and the Beneficiaries.

1.1.35 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.36 “Plan Administrator” means the administrator of any plan of reorganization confirmed by an order of the Bankruptcy Court in the Bankruptcy Cases.

1.1.37 “Plan of Reorganization” shall mean the Plan of Reorganization for the Settlers.

1.1.38 “Real Property Information” shall mean documents in Settlers’ possession related to title, easements and other real property information relating to an Owned Site.

1.1.39 “Reorganized Tronox” means Tronox Incorporated, Tronox Worldwide LLC, Tronox LLC, non-Settlor foreign subsidiaries of the Settlers and such other Settlers and/or one or more newly organized successors, or any successor thereto, by merger, consolidation or otherwise, on or after the effective date of the Plan of Reorganization.

1.1.40 “Settlement Agreement” shall have the meaning given in the recitals.

1.1.41 “Settlers” shall have the meaning given in the preamble.

1.1.42 “States” means the States of Alabama, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin.

1.1.43 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United

States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

1.1.44 “Transferred Contracts” means those contracts and agreements relating to the Multistate Owned Sites listed in Exhibit “B” to this Agreement.

1.1.45 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.

1.1.46 “US EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

All Capitalized terms not defined above shall have the meanings provided in the Settlement Agreement.

ARTICLE II THE MULTISTATE TRUST

2.1 Creation of and Transfer of Assets to the Multistate Trust

2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiaries named herein, and Tronox Worldwide LLC hereby transfers, assigns, and delivers to, the Multistate Trust, or to the Multistate Trustee, not individually but solely in its representative capacity as Multistate Trustee, if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, on behalf of the Beneficiaries, all of Settlor’s right, title and interest in and to the Multistate Owned Sites and Multistate Trust Assets. Settlor shall retain no ownership or other residual interest whatsoever with respect to the Multistate Trust or the Multistate Owned Sites. The transfer of ownership by Tronox Worldwide LLC of the Multistate Trust Assets shall be a transfer of all of the Settlor’s right, title and interests therein, and the transfer (i) shall be as is and where is, with no warranties of any nature; (ii) shall be free and clear of all claims, liens and interests against the Settlor (except for liens arising under Section 107 of CERCLA against the sites in Jacksonville, Florida and Navassa, North Carolina), including liens for the payments of monetary claims, such as property taxes, or other monetary claims asserted or that could have been asserted in the bankruptcy proceeding, but shall remain subject to any existing in rem claims that do not secure payment of monetary claims (such as easements or deed restrictions); (iii) shall be subject to any rights of the Governments under the Settlement Agreement; and (iv) shall be accomplished by quitclaim deed, in a form substantially similar to the quitclaim deed attached as Exhibit C to the Settlement Agreement, and/or personal property bill of sale without warranty, with all such conveyance documents to be agreed to in form by the Settlor and the Multistate Trustee, provided that in no event shall the conveyance include any warranty by the grantor by virtue of the grant document or statutory or common law or otherwise. Settlor and Reorganized Tronox hereby disclaim any and all express or implied representations or warranties, including any representations or warranties of any kind or nature, express or implied, as to the condition, value or quality of such assets or other property, and specifically disclaim any representation or warranty

of merchantability, usage, suitability or fitness for any particular purpose with respect to such assets or other property, any part thereof, the workmanship thereof, and the absence of any defects therein, whether latent or patent, it being understood that such assets are being acquired “as is, where is,” and in their condition as of the Effective Date. The grantee for each such deed and personal property bill of sale shall be the Multistate Trust by and through Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee, or if the law of the state in which the property to be transferred is situated prohibits a trust entity from holding such title, Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee. Settlers and Reorganized Tronox, as applicable, will reasonably cooperate with the Governments and the Multistate Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date. Settlers shall pay the recording costs and transfer fees to the title company relating to the title transfers. Settlers shall pay to the applicable tax authorities on or prior to the Effective Date all real property taxes and assessments then due and relating to the Multistate Owned Sites due on or before the Effective Date. Settlers and the Multistate Trust shall prorate the real property taxes and assessments accruing to or becoming a lien on the Multistate Owned Sites during the calendar year of the Effective Date, and Settlers shall have paid to the Multistate Trust their pro-rata share of such real property taxes and assessments as of the Effective Date. If the actual bills for such real property taxes have not been issued, then such proration shall be based on an amount equal to such real property taxes for the prior year or tax period, which shall constitute a final proration and not be subject to further adjustment. As of the Effective Date, the Multistate Trust shall be responsible for paying all real property taxes first coming due following the Effective Date relating to the Multistate Owned Sites. Additionally, Settlers shall pay to the Multistate Trust on the Effective Date all costs of goods and services, including, but not limited to, utilities, water/sewer bills, wages, maintenance, and materials, accruing to the Multistate Owned Sites due on or before the Effective Date. Settlers shall execute, or cause to be executed, and record, if necessary, as soon as practicable after the Effective Date, all necessary releases of any liens or security interests held by any Settlers against any Multistate Owned Sites. The Multistate Trust shall not be responsible for, and Settlers shall be responsible for, in accordance with the Plan of Reorganization and applicable bankruptcy law, any invoices, statements, and amounts relating to the Multistate Owned Sites that relate to the period prior to the Effective Date even if such items are issued after the Effective Date or are not known of at the time of the Effective Date. The Multistate Trust hereby accepts and agrees to hold the Multistate Trust Assets in the Multistate Trust for the benefit of the Beneficiaries for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.2 Transfer of Funding and Consideration to the Multistate Trustee

2.1.2.1 The Funding. On the Effective Date, the Settlers shall cause to be transferred to or at the direction of the Multistate Trustee cash in the amount of \$97,771,073 which constitutes the “Funding.”

2.1.2.2 Financial Instruments. On the Effective Date, Settlers shall transfer the 100% cash value of the following existing financial instruments to the Multistate Trust Environmental Cost Accounts:

a. The Encroachment Permit bond for the City of Louisville, Department of Public Utilities, in the amount of \$10,000, cash funds to be transferred to the Environmental Cost Account for Owned Service Stations, unless prior to the Effective Date Settlers provide a statement that the Bond is no longer necessary and the City of Louisville releases the Bond.

b. The Individual Utility Permit bond for the Illinois Department of Transportation, in the amount of \$2,000, cash funds to be transferred to the Environmental Trust Cost Account for Non-Owned Service Stations.

c. The Right of Way Bond for the City of Jacksonville, Department of Public Works, in the amount of \$5,000, cash funds to be transferred to the Multistate Trust Environmental Cost Account for the Jacksonville Terminal Site.

d. The surety bond relating to the Permit to Drill Ground Water Monitoring Wells issued by the City of Springfield, Missouri, in the amount of \$19,500, cash funds to be transferred to the Multistate Trust Environmental Cost Account for the Springfield Site.

e. The Sauget Site Standby Trust Fund No. 3126 (JP Morgan Bank, Account No. 380744), in the amount of \$50,000, cash funds to be transferred to the Multistate Trust Environmental Cost Account for the Sauget Site.

2.1.2.3 Insurance. On the Effective Date, to the extent applicable, available insurance policies and other rights to reimbursement or contribution for response actions (whether contractual or otherwise) held by the Settlers as of the Effective Date. (The Funding, Financial Instruments and Insurance shall be collectively referred to as the “Funding and Consideration”.)

2.1.2.4 Anadarko Litigation Proceeds. The Anadarko Litigation Trust, which shall receive a portion of Settlers’ right to receive the Anadarko Litigation Proceeds, shall transfer 25.419% of the Anadarko Litigation Proceeds to the Multistate Trust pursuant to the terms of the Plan of Reorganization, the Litigation Trust Agreement, and the Settlement Agreement. Additionally, the Multistate Trust shall receive 1.155% of the Anadarko Litigation Proceeds, to be deposited in the Multistate Trust Administrative Account.

2.1.3 Upon transfer of the Multistate Owned Sites and the Funding and Consideration on the Effective Date, the Settlers shall have no interest in, or with respect to, any Multistate Trust Assets, and neither the Settlers, Reorganized Tronox, nor any successors thereto, shall have any further obligation to provide funding to the Multistate Trust.

2.1.4 Creation of the trust accounts. Upon receipt of the Multistate Owned Sites and the Funding and Consideration, the Multistate Trustee shall create segregated trust accounts (each a “Multistate Trust Environmental Cost Account”) within the Multistate Trust for each of the Multistate Owned Funded Sites listed in Subparagraphs 10(f)(ii)-(xxvii) of the Settlement Agreement, and a segregated trust account (also a “Multistate Trust Work Account”) for the Non-Owned Service Stations listed in Subparagraph 10(f)(xxviii) of the Settlement Agreement. The purpose of a Multistate Trust Environmental Cost Account for a Multistate Owned Funded Site shall be to provide funding for future Environmental Actions and certain future oversight costs of the Governments with respect to that Multistate Owned Funded Site. The purpose of the Multistate Trust Work Account for the Non-Owned Service Stations shall be to provide funding for future Environmental Actions and certain future oversight costs of the Governments with respect to Non-Owned Service Stations. Funding from a Multistate Trust Environmental Cost Account for any Multistate Owned Funded Site may not be used for any other Multistate Owned Site or Non-Owned Service Station, except as provided in Sections 2.4.3 and 2.4.4, below. The initial funding of each of the Multistate Trust Accounts shall be as set forth in the Settlement Agreement. The Multistate Trustee shall also set aside the funding provided for a separate Multistate Trust Administrative Account, which account shall not include any of the Multistate Owned Sites. The separate accounts are referred to in this Agreement individually as a “Multistate Trust Account” and collectively as the “Multistate Trust Accounts.” Subject to 2.6, the income, gains, and losses from any investment of the Multistate Trust Assets shall be allocated, paid and credited to, and/or deducted from, such Multistate Trust Account.

2.1.5 Without limiting the foregoing, the Multistate Trust shall at all times maintain at least one Multistate Trust Environmental Cost Account for each of the Multistate Owned Funded Sites to fund Environmental Costs for that Multistate Owned Funded Site. Funds designated by the Settlement Agreement for a particular Multistate Owned Funded Site shall be held and distributed from its respective Multistate Trust Environmental Cost Account as set forth therein, and Funding from a Multistate Trust Environmental Cost Account may not be used for another Multistate Owned Funded Site except as otherwise expressly provided by and in accordance with Section 2.4.3 of this Agreement. Without limiting the foregoing, the Multistate Trust shall at all times maintain at least one Multistate Trust Administrative Account.

2.1.6 Each Multistate Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Multistate Trustee (each, a “Trust Subaccount”) to comply with the terms of, and implement, the Settlement Agreement and this Agreement.

2.1.7 For all federal income tax purposes, the Multistate Trustee and Settlers shall treat the transfer of the Multistate Trust Assets by Tronox Worldwide LLC to the Multistate Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. The Multistate Trustee shall at all times seek to have the Multistate Trust treated as a “qualified settlement fund” as that term is defined in the QSF Regulations. The Court shall retain continuing jurisdiction over the Multistate Trust and Multistate Trust Accounts sufficient to satisfy the requirements of the QSF Regulations. The Multistate Trustee shall cause taxes, if any, imposed on the earnings of the Multistate Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Multistate Trust under applicable tax laws. The Multistate Trustee shall be the “administrator” of the Multistate Trust pursuant to Treasury Regulation section 1.468B-2(k)(3). To the extent the Settlers elect to treat the Multistate Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1), the Multistate Trustee will reasonably cooperate with such election at Tronox’s cost.

2.2 Objective and Purpose

2.2.1 The exclusive purposes and functions of the Multistate Trust are to: (i) own the Multistate Owned Sites; (ii) carry out administrative and property management functions related to the Multistate Owned Sites; (iii) manage and/or fund implementation of future Environmental Actions approved by the Lead Agencies with respect to the Multistate Owned Funded Sites and the Non-Owned Service Stations; (iv) fulfill other obligations as set forth in the Settlement Agreement, including making distributions in accordance with the terms of this Agreement and the Settlement Agreement; (v) pay certain future oversight costs (but not those related to the Non-Owned Service Stations); and (vi) ultimately sell, transfer, or otherwise dispose or facilitate the reuse of all or part of the Multistate Trust Assets, if possible, all as provided herein with no objective or authority to engage in any trade or business. The performance by the Multistate Trustee of its duties under this Agreement, including but not limited to the sale, lease or other disposition of some or all of a Multistate Owned Site and/or Multistate Owned Assets, shall not be considered to be the Multistate Trustee’s engaging in a trade or business.

2.2.2 The Multistate Trust is established pursuant to this Agreement and the Settlement Agreement and approved by the Bankruptcy Court for the sole purpose of resolving claims asserting environmental liabilities of Settlers with respect to the Multistate Owned Sites and Non-Owned Service Stations. The Bankruptcy Court shall retain continuing jurisdiction over the Multistate Trust. The Multistate Trust satisfies all the requirements of, and is intended by the Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.3 Holder of Multistate Trust Assets

The Multistate Trust shall be the exclusive holder of the Multistate Trust Assets and Multistate Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b).

2.4 Management of Multistate Trust Assets

2.4.1 Consistent with this Agreement and the Settlement Agreement, the Multistate Trustee shall use the Multistate Trust Environmental Cost Account for each of the Multistate Owned Funded Sites to fund future Environmental Actions and certain future oversight costs approved by the Lead Agency pursuant to applicable Environmental Law with respect to that Multistate Owned Funded Site. The Multistate Trustee shall use the Multistate Trust Administrative Account to fund the Administrative Costs of the Multistate Trust that have been approved by the United States.

2.4.2 The Multistate Trustee may enter into a consent decree, consent order, or similar administrative agreement with the United States and/or a State in which a Multistate Owned Funded Site is located, and may perform work pursuant to Unilateral Administrative Orders issued by US EPA, to facilitate implementation of this Section with respect to such Multistate Owned Funded Site to the extent of available funding for such Site in accordance with this Agreement.

2.4.3 After the United States and a State have confirmed to the Multistate Trustee that all final actions have been completed, and all final costs have been disbursed for all Multistate Owned Funded Sites in that State, any funds remaining in the Multistate Trust Environmental Cost Accounts for all Multistate Owned Funded Sites in that State shall be transferred in the following order: (i) first, in accordance with instructions provided by the United States Department of Justice in writing after consultation with other States and the Multistate Trustee, to the Multistate Trust Administrative Cost Account, or to other Multistate Trust Environmental Cost Accounts for one or more Multistate Owned Funded Sites in one or more States, or to the Multistate Trust Work Account for the Non-Owned Service Stations, if there are remaining actions to be performed and a need for additional funding; (ii) second, in accordance with instructions to be provided by the United States Department of Justice after consultation with other States and after payment of all Multistate Trustee fees, to the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts, the Savannah Trust Environmental Cost Account, or any of the Cimarron Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions; (iii) third, to Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds in accordance with written instructions provided by the United States Department of Justice after consultation with other States; and (iv) fourth, to the Superfund.

2.4.4 The United States and any of the States, after consulting with the Multistate Trustee, may agree in writing at any time after the Effective Date that, based on new information about the estimated cost of cleanup or the assumption of liability by a buyer or other party for one or more Multistate Owned Funded Sites in that State, the funding for one or more Multistate Owned Funded Sites is more than is projected by the Lead Agency for that Site to be needed. In such event, the United States Department of

Justice may instruct in writing after consultation with the State and the Multistate Trustee that such excess funding be transferred first, to one or more of the other Multistate Trust Accounts in the same State established under the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding, second, to one or more of the other Multistate Trust Accounts, including, but not limited to, the Multistate Administrative Cost Account, established under the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii) – (iv) in Section 2.4.3.

2.4.5 Annually, beginning with the first year after the Effective Date, the Multistate Trustee shall provide the United States and the States with an update of anticipated future Administrative Costs of the Multistate Trust. The United States Department of Justice may thereafter instruct in writing after consultation with the States and the Multistate Trustee that any conservatively projected surplus funding in the Multistate Trust Administrative Account be transferred to one or more of the other Multistate Trust Accounts established under the Settlement Agreement if there are remaining actions to be performed and with a need for additional trust funding or, to the extent there are no such remaining actions, as described in clauses (ii) – (iv) in Section 2.4.3.

2.5 Work Performed and Disbursements by the Multistate Trust

Payments from the Multistate Trust shall be made as provided in accordance with Subparagraphs 12(b)-(d) of the Settlement Agreement.

2.6 Investment and Safekeeping of Multistate Trust Assets

2.6.1 The Multistate Trust Assets, until sold as provided herein and in the Settlement Agreement, shall be held in trust and segregated. All interest and other amounts earned in a Multistate Trust Account shall be retained in the respective Multistate Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Settlement Agreement, subject to any reallocation approved by the Governments in accordance with the terms of this Agreement and the Settlement Agreement. The Multistate Trustee shall have no liability for interest or producing income on any moneys received by the Multistate Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest or amounts shall actually be received by the Multistate Trust. Investments of any moneys held by the Multistate Trust shall be administered in a manner consistent with the standards and requirements applicable to a trustee in connection with a Chapter 7 liquidation, except as provided in this Section 2.6.1, and further, with the purpose of deriving a reasonable income, from the money pending periodic distributions in accordance with Article III hereof, taking into account the need for the safety and liquidity of principal required by the purposes of the Multistate Trust, and not of speculating or carrying on of any business for profit or derivation of gains therefrom. However, the right and power of the Multistate Trust to invest and reinvest the Multistate Trust Assets, the Multistate Trust Proceeds, or any income earned by the Multistate Trust,

shall be limited to the right and power to invest and reinvest any part or all of such assets (pending periodic distributions in accordance with Article III hereof) in the following investment vehicles, provided that at least 75% (and, at the Trustee's discretion, up to 100%) of the funds in each Multistate Trust Account shall, at any given time, be invested in categories (1) and/or (2):

(1) marketable obligations issued by the United States of America or an agency thereof;

(2) certificates of deposit with a domestic office of any national or state bank or trust company organized under the laws of the United States of America or any state therein and having capital, surplus, and undivided profits of at least \$750,000,000 or in such institutions not meeting this specified capital requirement to the extent that the deposits are federally insured;

(3) no-load mutual funds;

(4) a diversified portfolio of equities traded on a recognized national exchange that meet the standards for publicly listed companies;

(5) a diversified portfolio of bonds. The overall average rating of the portfolio shall have a rating of Double A or better, with no individual bond rated below A, exclusive of any bond insurance;

(6) money market funds;

(7) any other investment vehicle approved in writing by USDOJ and any applicable State Lead Agency.

The Multistate Trustee shall consult initially and from time to time with the Beneficiaries regarding the nature and allocation of investments in the Multistate Trust Accounts. The Multistate Trustee shall be under no liability for interest or producing income on any moneys received by the Multistate Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest or income shall actually be received by the Multistate Trust. The Beneficiaries expressly agree that the Multistate Trustee shall have satisfied applicable standards and requirements and any duty to diversify by investing the Multistate Trust Assets in categories (1), (2), and/or (5) above.

2.6.2 The Multistate Trustee is expressly prohibited from commingling Multistate Trust Accounts, provided that funds in separate Multistate Trust Accounts may be commonly managed, may be invested in common instruments, and may be aggregated with other funds for investment purposes so long as they remain accounted for separately. Funds provided for administrative expenses can be held in one or more separate accounts.

2.6.3 Nothing in this Section shall be construed as authorizing the Multistate Trustee to cause the Multistate Trust to carry on any business or to divide the

gains therefrom, including without limitation, the business of an investment company, a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.6 is to authorize the investment of the funds in the Multistate Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the Multistate Trust.

2.6.4 The Multistate Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with this Agreement and the Settlement Agreement.

2.7 Insurance Policy to Cover Future Response Actions

The Multistate Trustee may investigate the possible purchase of an insurance policy to cover the cost of future Environmental Actions at one or more of the Multistate Owned Sites, only at the direction of the United States and the State(s) in which the relevant Multistate Owned Site(s) are located. If, and only if, the United States and the State(s) in which the relevant Multistate Owned Sites are located unanimously direct the Multistate Trustee in writing to purchase such insurance, shall the Multistate Trustee use Multistate Trust Assets to purchase such insurance. Costs associated with all other insurance coverage shall be subject to the approval of the United States only.

2.8 Access and Deed Restrictions

The Multistate Trustee shall provide the United States and the State in which the Owned Site is located and their representatives and contractors access to all portions of the Sites that the Multistate Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Multistate Owned Sites. The Multistate Trustee shall implement any institutional controls or deed restrictions requested by the Governments with respect to any of the Multistate Owned Sites. The Multistate Trustee shall execute and record with the appropriate recorder’s office any easements or deed restrictions requested by the Governments for restrictions on use of the Multistate Owned Sites in order to protect public health, welfare or safety or the environment or ensure non-interference with or protectiveness of any action. Any existing easements or deed restrictions of record as to any Multistate Owned Site prior to the Effective Date of the Settlement Agreement shall survive the Settlement Agreement. The Multistate Trustee shall abide by the terms of any institutional controls or deed restrictions in place or of record as to any Multistate Owned Site; however, nothing herein shall create any personal liability for Trustee’s failure to abide by any institutional controls of which Trustee is unaware.

2.9 Accounting

The Multistate Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Multistate Trust, and the assets and liabilities of the Multistate Trust in such detail and for such period of time as may be necessary to enable the Multistate Trustee to make full and proper accounting in respect thereof in accordance with Article VI

below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement Agreement, the Multistate Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the Multistate Trust, or as a condition for making any payment or distribution out of the Multistate Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Multistate Trustee to inspect such books and records.

2.10 Termination

Consistent with the terms of the Settlement Agreement, the Multistate Trustee shall not unduly prolong the duration of the Multistate Trust and shall at all times endeavor to resolve, settle, adjudicate, or otherwise dispose of all claims against Multistate Trust Assets as soon as practicable under the circumstances, and to effect the distribution of Multistate Trust Assets and other receipts relating thereto to the Beneficiaries and the others who receive distributions hereunder in accordance with the terms hereof, and to terminate the Multistate Trust as soon as practicable consistent with this Agreement and the Settlement Agreement.

2.11 Property Disposition

2.11.1 The United States, the State in which the relevant Multistate Owned Site is located, or a Government that is a designee thereof, may at any time propose in writing to take ownership of any of the Multistate Owned Sites or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by US EPA and the State (after consultation with the Multistate Trustee) in which the Multistate Owned Site is located. However, neither the United States nor any State shall be required to accept an ownership interest in remaining properties upon termination of the Multistate Trust. Except for the Multistate Owned Funded Sites located in Navassa, North Carolina ("Navassa Site") and Texarkana, Texas ("Texarkana Site"), the Multistate Trustee may, at any time, seek the approval of US EPA and the State in which the relevant Multistate Owned Site is located for the sale, lease, gift, or other disposition of all or part of a Multistate Owned Site. With respect to the Navassa Site, the Multistate Trustee shall seek the approval of US EPA, and the natural resource trustees (the Navassa Trustee Council, consisting of Department of the Interior, National Oceanic and Atmospheric Administration, and the State of North Carolina) concerning the sale, lease, gift, or other disposition of all or part of the Navassa Site. With respect to the Texarkana Site, the Multistate Trustee shall seek the approval of US EPA, and the natural resource trustees for the Texarkana Site (the Texarkana Trustee Council, consisting of Department of the Interior and the State of Texas) concerning the sale, lease, gift, or other disposition of all or part of the Texarkana Site. For sites without Environmental Cost Accounts, the Trustee's proposal of any sale, lease, gift, or other disposition is subject solely to approval of US EPA and the State in which the site is located. The "net proceeds" of any sale, lease, or other disposition of all or part of a Multistate Owned Site shall mean proceeds of any such sale, lease, or other disposition remaining after reimbursement of the Multistate Trust Administrative Account, or other Multistate Trust Account, as appropriate, of all costs incurred facilitating such sale, lease, or other disposition. Except as provided in paragraphs 2.11.2, 2.11.3, and 2.11.4, below, distribution of the net proceeds of such sale, lease, or other disposition, shall be as follows: (i) first, to the extent

additional Environmental Actions are required with respect to that Multistate Owned Site, to that Site's Multistate Trust Environmental Cost Account, Trustee to create such account, as appropriate, where one does not already exist; and (ii) second, 10% of the net proceeds shall be distributed to the Multistate Trust Administrative Account, and the remaining 90% shall be distributed among the Multistate Owned Funded Sites requiring additional funding for ongoing or future Environmental Actions pursuant to the Anadarko Litigation allocations set forth in Section XII of the Settlement Agreement

2.11.2 Subject to the approval of US EPA and the State (and subject to the additional approval of the Navassa Trustee Council or the Texarkana Trustee Council, for the Navassa Site and the Texarkana Site, respectively), the Multistate Trustee may propose a sale, lease, gift or other disposition of a Multistate Owned Site that includes funding from, or the retention of some portion of liability by, the respective Multistate Trust Environmental Cost Account and/or the Multistate Trust Administrative Account, provided that the Trustee reasonably believes that the net effect of any proposed sale, lease or disposition is to lessen the total financial obligations and liabilities that would otherwise be incurred in the absence of any such sale, lease, or disposition. In the event of any approved sale or lease or other disposition under this paragraph, any net proceeds from the sale or lease or other disposition, as defined in Section 2.11.1, above, shall be paid to the Multistate Trust Environmental Cost Account for that Multistate Owned Site and/or the Multistate Trust Administrative Account in a proportion approved by US EPA and the State in writing.

2.11.3 The Multistate Trustee will make it a first priority to ensure that each State with service stations obtains some funding to meet requirements in each State for service station investigations and cleanup. No more than 10% of the funds in the Multistate Trust Environmental Cost Account for Owned Service Stations shall be expended on a single service station, provided, however, that this limitation may be overridden where all Owned Service Stations have been studied and the Multistate Trustee determines in its judgment after consultation with the United States that known facts warrant overriding the limitation.

2.11.4 Proceeds from the sale of any Owned Service Station in a given State shall be placed in a segregated sub-account of the Multistate Trust Environmental Cost Account for Owned Service Stations dedicated solely to Environmental Actions at service stations in that State, so long as any Owned Service Stations in that State require additional funding for Environmental Action.

2.11.5 Any funds remaining in the Multistate Trust Environmental Cost Account for Owned Service Stations upon completion of all Environmental Actions at all Owned Service Stations shall be distributed in accordance with Section 2.11.1 (ii), above.

2.11.6 The Multistate Trustee shall hold mill site claims and placer claims specifically identified by Settlers consistent with the 1872 Mining Law, 30 U.S.C. § 22 et seq., and the Federal Land Policy and Management Act, 43 U.S.C. § 1701 et seq. Any actions by the Multistate Trustee on property administered by any federal agency can only be taken after the written concurrence of the federal agency.

2.11.7 The parties agree that the rule against perpetuities does not apply to the Multistate Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Multistate Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Multistate Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Multistate Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Multistate Trust shall automatically terminate as to such Property upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Multistate Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Property or Properties as to which the Multistate Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant Property or Properties are located, provided, however, that the disposition of all relevant Property or Properties shall be governed by applicable state and federal law, or by agreement of the Multistate Trustee, the United States, and the applicable State, or by order of the Court, and further provided that neither the United States or any State will be required to accept an ownership interest in the relevant Property or Properties as to which the Multistate Trust is terminated.

ARTICLE III WORK AND DISTRIBUTIONS

3.1 Multistate Trust Accounts

The Multistate Trustee shall establish, maintain and hold trust accounts consistent with the Settlement Agreement and Section 2.1 of this Agreement, to administer the Multistate Trust Assets and distributions therefrom. The Multistate Trustee shall also maintain a dedicated Multistate Trust Administrative Account for administrative funds, which shall be used solely to pay the costs of administering the Multistate Trust as set forth herein.

3.2 Payments by the Multistate Trust

On or before January 1 of each calendar year, the Multistate Trustee shall provide the United States and the Lead Agency with balance statements and proposed budgets as described in Sections 3.2.2 and 3.2.4 of this Agreement. The Multistate Trustee shall not pay any expense that has not been provided for in an approved budget, approved revised budget, or approved revised line item for an approved budget (except as provided in Section 3.2.1).

3.2.1 Emergency Funding

In the event of an emergency at a Site requiring the performance of an Environmental Action within hours or days of the Multistate Trustee first receiving notice of the emergency, if the emergency does not permit sufficient time to amend the Annual Budget for that Site, the Multistate Trustee may utilize funding from the Site's Environmental Cost Account to undertake Environmental Actions necessary to respond to the emergency (the "Emergency Environmental Action"). If an Emergency Environmental Action is performed by the Lead Agency or Non-Lead Agency, the Multistate Trustee may reimburse the Lead Agency (or the Support Agency, if the Lead Agency concurs in writing) for such Emergency Environmental Action from the Site's Environmental Cost Account. Nothing in this subparagraph shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget revision process.

3.2.2 Administrative Expenses of the Multistate Trust

Within 90 days of the Effective Date in the first year and thereafter by January 1 of each year, the Multistate Trustee shall provide the Governments with an annual budget for administration of the Multistate Trust. The administrative budget shall be subject to the review and approval or disapproval by the United States, and, for each site-specific administrative budget, the United States and the applicable Lead Agency. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible. No administrative expenses may be incurred or paid by the Multistate Trustee that are inconsistent with the approved budget, unless the United States and as applicable, the relevant Lead Agency, approve a revised budget or a revised line item for an approved budget, provided, however, that the Multistate Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Each annual budget shall include a forecast of administrative expenditures for the first calendar quarter of the following year (or such longer period as the United States and States that are Lead Agencies shall reasonably request). The Multistate Trust shall regularly, but not less often than annually, and otherwise upon the reasonable request of the United States or the relevant Lead Agency, provide documentation to the United States and the relevant Lead Agency to substantiate compliance with the applicable approved budget and application of Multistate Trust Assets consistent with the terms of this Agreement and the Settlement Agreement. The approved budget shall be funded by the transfer of the approved amount from Multistate Trust Assets.

3.2.3 Remuneration for Multistate Trustee's Start-Up Fees and Expenses.

The Multistate Trustee shall be entitled to remuneration from the Multistate Trust Administrative Account for its reasonable fees and expenses prior to the Effective Date in connection with the Settlement Agreement, this Agreement, and planning and creation of the Multistate Trust, such remuneration not to exceed \$900,000. Where the Multistate Trustee, the United States, and the relevant Lead Agency agree that

Multistate Trustee accrued pre-Effective Date fees and expenses in furtherance of activities that post-Effective Date would constitute Environmental Action at particular Sites (e.g., the Cushing, Oklahoma and Mobile, Alabama Sites), those pre-Effective Date fees and expenses shall be paid from the Environmental Cost Account for the relevant Site. Within 45 days after the Effective Date, the Multistate Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for remuneration from the Multistate Trust Administrative Account for approval by the United States. Within 45 days after the Multistate Trustee, the United States, and the relevant Lead Agency have agreed in writing that certain pre-Effective Date fees and expenses accrued by the Multistate Trustee would constitute Environmental Action at a particular Site, the Multistate Trustee will submit detailed invoices reflecting its pre-Effective Date fees and expenses for remuneration from the relevant Multistate Trust Environmental Cost Account for approval by the United States and the relevant Lead Agency.

3.2.4 Environmental Expenses of the Multistate Trust

The Multistate Trustee shall prepare balance statements and annual budgets of projected expenditures from each of the Multistate Trust Environmental Cost Accounts. The first budget for the remainder of the current calendar year and the next calendar year shall be prepared within ninety (90) days following the Effective Date and annual budgets shall be prepared thereafter on or before each January 1 of the subject calendar year during the term of the Multistate Trust. The Lead Agency shall have the authority to approve or disapprove the proposed budget or revised budget or revised line item of an approved budget for the relevant Multistate Trust Environmental Cost Account after consultation with the Non-Lead Agency (the “Non Lead Agency” will be US EPA for sites where a State is the Lead Agency, and the State when US EPA is the Lead Agency), if the Non-Lead Agency has requested such consultation. If disapproved, a budget shall be revised and resubmitted as expeditiously as possible. Except as provided in Section 3.2.1, no expenses may be incurred or paid by the Multistate Trustee that are inconsistent with an approved budget or an approved revised line item for an approved budget, unless the Lead Agency after consultation with the other governmental agency approves a revised budget; provided, however, that the Multistate Trustee may incur or pay ongoing or recurring expenses approved in the prior year’s budget that occur between the time a proposed annual budget is submitted and the time it is approved. Further, by March 1 of each year during the term of the Multistate Trust and within nine (9) months after termination of the Multistate Trust, the Multistate Trustee shall prepare and submit to the Beneficiaries an annual report with respect to each of the Multistate Trust Environmental Cost Accounts. The annual report shall pertain to the prior calendar year, or if the report is a final report, such period from the most recent annual report to the termination of the Multistate Trust Environmental Cost Accounts.

3.2.5 Reimbursement of Agencies and Performance of Environmental Action by Trust

The Multistate Trustee shall pay funds from a Multistate Trust Environmental Cost Account to the Lead Agency making a written request for funds for reimbursement within thirty (30) days of such request. Such written request shall: (i) be

in accordance with the approved budget set forth in Section 3.2.4 above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs for Environmental Actions incurred after the Effective Date by the Lead Agency with respect to that Site.

3.2.6 The Multistate Trustee shall also pay funds from a Multistate Trust Environmental Cost or Work Account to the Non-Lead Agency making a written request for funds within thirty (30) days of such request where the Lead Agency has requested the assistance of the Non-Lead Agency with respect to that Site. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.4 above, and (ii) shall specify what the funds were used for and shall certify that they were used only for Environmental Actions performed and/or oversight costs for Environmental Actions incurred after the Effective Date by the Non-Lead Agency with respect to that Site that were requested by the Lead Agency. In the case of requests by the Lead Agency to the Multistate Trustee to use the funds from a particular Multistate Trust Environmental Cost Account to perform Environmental Actions in accordance with the approved budget set forth in Section 3.2.4 above, the Multistate Trustee shall utilize the funds and interest earned thereon from that Multistate Trust Environmental Cost Account to undertake such work in accordance with the schedule approved by the Lead Agency. The Multistate Trustee shall seek the prior approval of the Lead Agency of any contractor hired by the Multistate Trustee to perform Environmental Actions and any work plans to be undertaken by the Multistate Trust under the oversight of the Lead Agency, unless the Lead Agency has provided a written waiver of such approval or requirements. The Multistate Trustee shall require appropriate general commercial liability insurance, naming the Lead and Non-Lead Agencies as additional insureds, from each contractor hired to perform work. The legal relationship of each contractor to the Multistate Trust and Multistate Trustee is that of an independent contractor professional, not that of an entity employed by the Multistate Trust or the Multistate Trustee. Each contractor shall not be deemed a Multistate Trust Party. Pending approval of the initial annual budget, the Multistate Trust may enter into contracts or incur expenditures to continue ongoing Environmental Action and maintain Site security, provided that such costs are in the Multistate Trust's proposed budget and have not been disapproved by the Lead Agency in writing.

3.3 Liens by Government

Notwithstanding anything to the contrary in this Article III, the Multistate Trust hereby grants to the Multistate Trustee, the United States, and the respective States a first-priority lien on and security interest in the Multistate Trust Assets, except with respect to any real property, to secure the payment of all amounts now or hereafter required to fund Environmental Actions and Multistate Trustee costs, fees, and expenses, including, without limitation, amounts owed to, accrued or reserved on account of the Multistate Trust or to be retained by the Multistate Trustee hereunder or otherwise due hereunder. However, only the Multistate Trustee shall have a first-priority lien on and security interest in the Multistate Trust Administrative Account and only the United States and the respective States shall have a first-priority lien on and security interest in the Multistate Trust Environmental Cost Accounts. The Multistate Trust agrees to take appropriate actions and execute appropriate documents to perfect the Multistate Trustee's,

United States', and respective States' liens and security interest hereunder. Reasonable costs and fees associated with the perfection of the Multistate Trustee's lien shall be paid from the Multistate Trust Administrative Account. Reasonable costs and fees associated with the perfection of the United States' and respective State's liens shall be paid from the applicable Multistate Trust Environmental Cost Accounts.

3.4 Manner of Payment

Cash payments made by the Multistate Trust pursuant to the Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured selected by the Multistate Trustee, or by wire transfer from such a domestic bank, at the option of the Multistate Trustee.

3.5 Unclaimed Distributions

In the event that funds remain in the Multistate Trust at its termination, the amounts remaining shall be transferred, as directed by the United States in consultation with all affected States, to first, (i) the Nevada Trust Environmental Cost Account, any of the West Chicago Trust Environmental Cost Accounts or West Chicago Trust Work Accounts, the Savannah Trust Environmental Cost Account, or any of the Cimarron Trust Environmental Cost Accounts if there are Environmental Actions to be performed and a need for additional trust funding, with the allocation among such Environmental Cost Accounts to be determined by the projected shortfall of performing such remaining Environmental Actions, second, (ii) Non-Owned Sites with a need for additional funding beyond the distributions received from the Anadarko Litigation Proceeds; or third, (iii) the Superfund.

ARTICLE IV THE MULTISTATE TRUSTEE

4.1 Appointment

4.1.1 Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Multistate Trustee, is hereby appointed to serve as the Multistate Trustee to administer the Multistate Trust and the Multistate Trust Accounts, in accordance with the Settlement Agreement and this Agreement, and the Multistate Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date of this Agreement. Subject to the provisions of Section 4.10 herein, the term of the Multistate Trustee shall be for ten years at which time the Multistate Trustee may be re-appointed or terminated. Any successor Multistate Trustee shall be proposed by the Beneficiaries and appointed by the Bankruptcy Court in accordance with Section 4.11 of this Agreement. If the Multistate Trustee is not reappointed and no successor Multistate Trustee is appointed by the expiration of the Multistate Trustee's term, the Court may reappoint the Multistate Trustee or appoint a successor Multistate Trustee.

4.1.2 After consultation with the United States and the States, the Multistate Trust is authorized to obtain the services of one or more environmental consultants to implement the future Environmental Actions (the "Consultant(s)"). The

Consultant(s) shall obtain environmental, general and professional liability insurance in the range of \$1,000,000 to \$10,000,000 as agreed to by the Multistate Trust after consultation with the United States and States. The beneficiary of the insurance policies shall be the Multistate Trust and shall cover negligence committed by the Consultant(s) in implementing the future Environmental Actions or any other negligence committed by the Consultant(s). The legal relationship of the Consultant(s) to the Multistate Trust and Multistate Trustee is that of an independent contractor professional, not that of an entity employed by the Multistate Trust or the Multistate Trustee. The Consultant(s) shall not be deemed a Multistate Trust Party.

4.2 Generally

The Multistate Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Multistate Trust and the Settlement Agreement and not otherwise. The Multistate Trustee shall have the authority to bind the Multistate Trust, and any successor Multistate Trustee, or successor or assign of the Multistate Trust, but shall for all purposes hereunder be acting in its representative capacity as Multistate Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Multistate Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Multistate Trustee believes in good faith such action or omission is not consistent with the Multistate Trustee's fiduciary duties. The Multistate Trustee shall not be deemed to have breached its fiduciary duties in connection with any act or omission that is consistent with written directions received from the Court. The Multistate Trustee shall have no obligations to perform any activities for which the relevant Environmental Cost Account lacks sufficient funds.

4.3 Powers

In connection with the administration of the Multistate Trust, except as otherwise set forth in this Agreement or the Settlement Agreement, the Multistate Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the Multistate Trust. The powers of the Multistate Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Multistate Trust Assets, withdraw, make distributions and pay taxes, if applicable or required, and other obligations owed by the Multistate Trust or the Multistate Trust Accounts from funds held by the Multistate Trustee and/or the Multistate Trust (or the Multistate Trust Accounts) in accordance with the Settlement Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Multistate Trust, if applicable; (ii) to engage employees and professional Persons to assist the Multistate Trust and/or the Multistate Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Multistate Trust Assets from the Multistate Trust Accounts for the purposes contemplated in this Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the Multistate Trust and/or the Multistate Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Settlement Agreement. No Person dealing with the Multistate Trust shall be obligated to inquire into the authority of the Multistate Trustee in connection with the protection, conservation or disposition of Multistate

Trust Assets. The Multistate Trustee is authorized to execute and deliver all documents on behalf of the Multistate Trust to accomplish the purposes of this Agreement and the Settlement Agreement.

4.4 Other Professionals

After consultation with the United States and the applicable States, the Multistate Trust is authorized to retain on behalf of the Multistate Trust and pay such third parties as the Multistate Trustee (in accordance with a budget approved pursuant to Section 3.2 above) may deem necessary or appropriate to assist the Multistate Trustee in carrying out its powers and duties under this Agreement and the Settlement Agreement, including, without limitation, (i) legal counsels to the Multistate Trust and/or Multistate Trustee, (ii) one or more public accounting firms to perform such bookkeeping functions, reviews and/or audits of the financial books and records of the Multistate Trust as may be appropriate in the Multistate Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Multistate Trust or the Multistate Trust Accounts as may be required, and (iii) environmental consultants, investment advisors, custodians, security personnel, engineers, surveyors, brokers, contractors, clerks, and other third parties. The Multistate Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with budgets approved as provided in Section 3.2. Fees due to an investment advisor that are expressed as a percentage of the assets under management or return on investment need not be included in a budget, provided that the United States and the applicable State(s) approve of the investment advisor and the stated percentage.

4.5 Limitation of the Multistate Trustee's Authority

The Multistate Trust and the Multistate Trustee shall not and are not authorized to engage in any trade or business with respect to the Multistate Trust Assets or any proceeds therefrom except as and to the extent the same is deemed in good faith by the Multistate Trustee to be reasonably necessary or proper for the conservation or protection of the Multistate Trust Assets, or the fulfillment of the purposes of the Multistate Trust. The Multistate Trust and the Multistate Trustee shall not take any actions that would cause the Multistate Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6 Reliance by the Multistate Trust Parties

Except as may otherwise be provided herein: (a) the Multistate Trust Parties may rely on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, or other electronic or paper document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Multistate Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons dealing with the Multistate Trust Parties shall look only to the Multistate Trust Assets to satisfy any liability incurred by the Multistate Trust Parties to such person in carrying out the terms of this Agreement or any order of the Court, and the Multistate Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Section 4.9.1.

4.7 Compensation of the Multistate Trustee

The Multistate Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Multistate Trustee for the actual reasonable out-of-pocket fees, costs, and expenses to the extent incurred by the Multistate Trustee in connection with the Multistate Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Multistate Trust), professional fees, postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the Beneficiaries. The Multistate Trustee, and employees of the Multistate Trust, and the Multistate Trustee, and the corporate parent of the Multistate Trustee who perform services for the Multistate Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Multistate Trust in accordance with an annual budget or fee schedule approved by the Beneficiaries.

The Multistate Trust Assets shall be subject to the claims of the Multistate Trustee, and the Multistate Trustee shall be entitled to reimburse itself out of any available cash in the Multistate Trust Administrative Account, or for services performed in furtherance of Environmental Actions for specific sites out of available funds in the applicable Multistate Trust Environmental Cost Accounts, and the Multistate Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the Multistate Trustee shall be paid from the Multistate Trust Assets.

4.8 Liability of Multistate Trust Parties

4.8.1 In no event shall any of the Multistate Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party, including Settlers or any other Multistate Trust Party. The liability of the Multistate Trust Parties shall be limited as provided in the Settlement Agreement, and the Multistate Trust Parties shall, further, be indemnified and exculpated in accordance with Section 4.9 of this Agreement. The Multistate Trustee shall not be deemed in breach of its duties or responsibilities on account of the insufficiency of funds. Funding from a Multistate Trust Environmental Cost Account or Work Account may not be used except as otherwise expressly provided by and in accordance with the Settlement Agreement. Funding from a Multistate Trust Environmental Cost Account for any Multistate Owned Funded Site may not be used for any other Owned Site or Non-Owned Site, except as otherwise expressly provided by and in accordance with the Settlement Agreement.

4.8.2 As provided in Sections XVI, XVII, XVIII of the Settlement Agreement, the Multistate Trust Parties are deemed to have resolved their civil liability under CERCLA, RCRA and state Environmental Laws to the United States and States, and have protection from contribution actions or claims as provided by Sections 113(f)(2) of CERCLA, 42 U.S.C. Section 9613(f)(2) or similar state law for matters addressed in the Settlement Agreement. The Multistate Trust Parties shall have the benefits of the covenants not to sue as set forth in Section XVI of the Settlement Agreement, of contribution protection as set forth in Section XVIII of the Settlement Agreement and of

the provisions as set forth in Section XVII of the Settlement Agreement. Nothing in this Agreement is intended to, or should be construed as, in any way limiting the covenants, protections, and immunities conferred on the Multistate Trust Parties pursuant to the Settlement Agreement and other applicable law.

4.8.3 No provision of this Agreement or the Settlement Agreement shall require the Multistate Trustee to expend or risk its own personal funds or otherwise incur any personal financial liability in the performance of any of its duties or the exercise of any of its authorities as Multistate Trustee hereunder. Notwithstanding the foregoing, the Multistate Trustee shall satisfy from its own funds any liability imposed by a court of competent jurisdiction on account of Multistate Trustee's fraud or willful misconduct.

4.9 Exculpation and Indemnification

4.9.1 Exculpation

None of the Multistate Trust Parties shall be personally liable unless the Court, by a final order, finds that it committed acts that constitute fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Court does not constitute fraud or willful misconduct. For the avoidance of doubt, the term "approval of the Court" in this Section 4.9.1 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement. Any judgment against a Multistate Trust Party and any costs of defense relating to any Multistate Trust Party shall be paid from and limited to funds from the Multistate Trust Environmental Cost Account for the relevant Site or the Multistate Trust Administrative Account without the Multistate Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Court, that is not reversed on appeal, determines that it committed a breach of its fiduciary duties and/or fraud or willful misconduct in relation to the Multistate Trust Party's duties. Nothing herein shall permit any judgment against the Multistate Trust Environmental Cost Account related to a particular Multistate Site to be paid from the Multistate Trust Environmental Cost Account for another Site.

4.9.2 The Multistate Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Multistate Trust Assets and the discharge of the powers and duties conferred upon the Multistate Trust and/or Trustee by the Settlement Agreement or this Agreement or any order of court entered pursuant to or in furtherance of the Settlement Agreement or this Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Multistate Trust Party for any claim against Debtors, for making payments in accordance with the Settlement Agreement, this

Agreement, or any order of court, or for implementing the provisions of the Settlement Agreement, this Agreement, or any order of court. Nothing in this Paragraph or this Agreement shall preclude the Governments from enforcing the terms of this Agreement against the Multistate Trust Parties. Notwithstanding anything in Section 4.9.2 or elsewhere in this Agreement to the contrary, nothing in this Agreement shall be construed to exculpate the Multistate Trust Parties from any liability resulting from any act or omission constituting fraud, willful misconduct, or criminal conduct.

4.9.3 Indemnification

The Multistate Trust shall indemnify, defend and hold harmless (without the Multistate Trust Parties having to first pay from their personal funds) the Multistate Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of or in relation to the discharge of the Multistate Trustee's powers and duties, to the fullest extent permitted by applicable law, provided that such indemnification, and any related recovery, shall be limited to funds in the Multistate Trust Environmental Cost Account for the relevant property and the Multistate Trust Administrative Account. Without limiting the foregoing, any such judgment against a Multistate Trust Party and any such costs of defense relating to any Multistate Trust Party shall be paid by the Multistate Trust consistent with the terms and conditions of this Section 4.9.3. Notwithstanding the foregoing, to the extent fraud or willful misconduct of any Multistate Trust Party is alleged and the Court finds, by a final order, that such Multistate Trust Party committed fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties, there shall be no indemnification, of that Multistate Trust Party, for any judgments arising from such allegations of fraud or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct or fraud. For the avoidance of doubt, the term "Court approval" in this Section 4.9.3 shall not be construed to mean the Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Plan of Reorganization of Tronox Incorporated, et al., Pursuant to Chapter 11 of the Bankruptcy Code, any other order that has been entered to date by the Bankruptcy Court, or any future order approving this Agreement or the Anadarko Litigation Trust Agreement.

4.10 Termination, Replacement, and Removal of the Multistate Trustee.

4.10.1 Termination

The duties, responsibilities and powers of the Multistate Trustee will terminate on the date the Multistate Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an order of the Court; provided that this Section and Sections 4.6, 4.8, and 4.9 above shall survive such termination, dissolution and entry. The Multistate Trustee may resign by giving not less than thirty (30) days prior written notice thereof to the Court, the United States, and the States, provided that this Section and Sections 4.6, 4.8, and 4.9 shall survive such resignation.

4.10.2 Replacement

The Multistate Trustee may be replaced upon completion of any ten year term; provided, however, that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such replacement.

4.10.3 Removal

The Multistate Trustee may be removed or the Multistate Trust Assets may be transferred to the US EPA and/or the States by:

- (1) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the Multistate Trustee committed fraud or willful misconduct after the Effective Date in relation to the Multistate Trustee's duties under the Multistate Trust; or
- (2) The entry of an order by the Bankruptcy Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Multistate Trustee in any material respect, as a result of negligence, exacerbates hazardous conditions at any of the Multistate Owned Active Sites, (ii) is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Settlement Agreement, or (iii) has violated the provisions of this Agreement or other related implementation agreements. In the event of the occurrence of 2(i), 2(ii) or 2(iii), the United States and the State in which the relevant site is located may jointly direct that (i) the Multistate Trustee be replaced in accordance with the Multistate Trust Agreement or (ii) all remaining funds and future recoveries in the Multistate Trust be paid to US EPA or to the applicable State to be used in accordance with the terms of this Agreement or the Settlement Agreement. In the event the funds are so paid, so long as title to any Multistate Owned Site remains in the name of the Multistate Trust or Multistate Trustee, funds deemed reasonably sufficient by the applicable beneficiaries to cover property taxes and other property management costs to be paid by the Multistate Trust for any Multistate Owned Site shall be left in the Multistate Trust Administrative Account.
- (3) The provisions of this Section and Section 4.6, 4.8 and 4.9 above shall survive the removal of the Multistate Trustee or transfer of funds.

4.11 Appointment of Successor Multistate Trustees

Any successor Multistate Trustee shall be proposed by the United States and the States and appointed by the Court. Any successor Multistate Trustee appointed hereunder shall execute

an instrument accepting such appointment hereunder and shall file such acceptance with the Multistate Trust records. Thereupon, such successor Multistate Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the Multistate Trust with like effect as if originally named herein; provided, however, that a removed or resigning Multistate Trustee shall, nevertheless, when requested in writing by the successor Multistate Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Multistate Trustee under the Multistate Trust all the estates, properties, rights, powers, and trusts of such predecessor Multistate Trustee.

4.12 No Bond

Notwithstanding any state law to the contrary, the Multistate Trustee, including any successor Multistate Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V BENEFICIARIES

5.1 Beneficiaries

Beneficial interests in the Multistate Trust shall be held by each of the Beneficiaries.

5.2 Identification of Beneficiaries

5.2.1 In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Multistate Trust and the Multistate Trustee shall be entitled to rely conclusively on the name and address of the authorized representative for such Beneficiary listed in Exhibit "C" to this Agreement, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Multistate Trustee in the future by an authorized representative of such Beneficiary.

5.2.2 The Multistate Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the Multistate Trustee is required to submit to a Beneficiary under the Settlement Agreement and this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the person(s) listed in Exhibit "C" to this Agreement as applicable.

5.3 Non-Beneficiaries

Upon the Effective Date of this Agreement, the Settlers and Reorganized Tronox shall have no interests including, without limitation, any reversionary interest, in the Multistate Trust or any Multistate Trust Assets. The States and the United States shall be the sole beneficiaries of the Multistate Trust Accounts. Neither Settlers nor Reorganized Tronox shall have any rights or interest to the Multistate Trust Assets distributed to the Multistate Trust Accounts, nor to any funds remaining in any of the Multistate Trust Accounts upon the completion of any and all final

actions and disbursements for any and all final costs with respect to the Multistate Owned Sites and Non-Owned Service Stations.

5.4 Transfer of Beneficial Interests

The interest of the Beneficiaries in the Multistate Trust, which are reflected only on the records of the Multistate Trust maintained by the Multistate Trust, are not negotiable and may be transferred only after written notice to the Multistate Trust, by order of the Court or by operation of law. The Multistate Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Multistate Trust, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Multistate Trust. Until a transfer is in fact recorded on the books and records maintained by the Multistate Trust for the purpose of identifying Beneficiaries, the Multistate Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to Beneficiaries, as though it has no notice of any such transfer, and in so doing the Multistate Trust and Multistate Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Multistate Trust may not be transferred to the Settlers, Reorganized Tronox, or any Persons related to any of the preceding (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI REPORTING AND TAXES

6.1 Reports

As soon as practicable after the end of each calendar quarter, beginning with the quarter ended after assets are first received by the Multistate Trust and ending as soon as practicable upon termination of the Multistate Trust, the Multistate Trust shall submit to the Beneficiaries a written report, including: (a) financial statements of the Multistate Trust at the end of such calendar quarter or period and the receipts and disbursements of the Multistate Trust for such period; and (b) a description of any action taken by the Multistate Trust in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Multistate Trust and of which notice has not previously been given to the Beneficiaries. The Multistate Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Multistate Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder. The Multistate Trust shall also provide the reports or information required by Section 3.2 of this Agreement.

6.2 Other

The Multistate Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Multistate Trust, that are required by any applicable governmental unit.

6.3 Reports in Support of Insurance Claims

The Multistate Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the United States and the States and shall provide the United States and the States a copy of any such reports and cost analyses.

6.4 Taxes

The Multistate Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Multistate Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Multistate Trustee shall file tax returns and pay applicable taxes, if any, with respect to the Multistate Trust in a manner consistent with the provisions of the QSF Regulations. All such taxes shall be paid from the Multistate Trust Administrative Account, except that taxes, if any, on gains to the Multistate Environmental Cost Accounts shall be paid from the Multistate Environmental Cost Accounts. Settlor may make an election to treat the Multistate Trust as a grantor trust pursuant to Treasury Regulation section 1.468B-1(k)(1). To the extent Settlor make such an election, (a) the Multistate Trustee will provide, at Settlor’s expense, reasonable cooperation to Settlor as needed to facilitate such election, (b) the Multistate Trustee will file any returns or reports required by the QSF Regulations or Treasury Regulation section 1.671-4, and (c) the Multistate Trustee will provide the Settlor, as transferors to the Multistate Trust, with any statements or reports required by the QSG Regulations or Treasury Regulation section 1.671-4, in order to enable the Settlor to calculate their share of the Multistate Trust’s tax obligations and attributes. For the avoidance of doubt, any grantor trust election is for tax purposes only and shall in no way affect the substantive rights and obligations of the parties under the Settlement Agreement or this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Multistate Trust, the United States, and the affected State(s); provided, however, that no change shall be made to this Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Multistate Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the Multistate Trustee, the rights or obligations of, or the liability protections or immunities accorded to, the Multistate Trustee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or to enable the Multistate Trustee to effectuate the terms of this Agreement, or perform its intended duties in a manner consistent with the Settlement Agreement with the mutual consent of the Multistate Trust, the United States, and the affected State(s).

7.2 Tax Treatment

The Multistate Trust created by this Agreement is intended to be treated as a qualified settlement fund eligible to elect grantor trust classification pursuant to the QSF Regulations for

federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3 Cooperation

Settlors and Reorganized Tronox represent that they have provided, or have provided access to, all relevant documents and other information in their possession, and otherwise have complied, and will continue to comply, post-Effective Date, with the provisions governing transfers of Real Property Information and Environmental Information set forth at Section XIX of the Settlement Agreement.

The Multistate Trust and Multistate Trustee shall take such actions and execute such documents as are reasonably requested by Settlers with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement or the Settlement Agreement and would not derogate from the liability protections or immunities accorded to the Multistate Trustee in this Agreement or the Settlement Agreement. To the extent that Settlor requests the Multistate Trust and/or the Multistate Trustee to take such an action, the Multistate Trust and Multistate Trustee shall do so at the sole expense of the Settlor and Settlers agree to separately fund and pay such expense(s).

7.4 Situs of the Multistate Trust

The situs of the Multistate Trust herein established is New York, and, except to the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Multistate Trust Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of law thereof.

7.5 Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if sent by reliable overnight delivery service, or if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended, to the name and address set forth in the case of a Beneficiary in Section 5.2 of this Agreement or such other address provided in writing to the Multistate Trust by an authorized representative of the respective Beneficiary.

7.7 Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day

If any payment or act under the Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this agreement, a business day shall be any of the days Monday through Friday excluding federally recognized holidays.

7.9 Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail, with the exception of Article IV and Section 1.1.26, in which case this Agreement controls.

7.10 Compliance with Laws

Any and all distributions of Multistate Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11 Preservation of Privilege.

In connection with the rights, claims, and causes of action that constitute the Multistate Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Multistate Trust shall vest in the Multistate Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12 No Recourse to Beneficiaries.

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Multistate Trust, and in no event shall the Multistate Trust or the Multistate Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.

7.13 Uniform Custodial Trust Act.

The Multistate Trust Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT

FOR THE UNITED STATES OF AMERICA

Date: 2/9/11



ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

Date: 2/11/11

PREET BHARARA
United States Attorney for the
Southern District of New York

By:



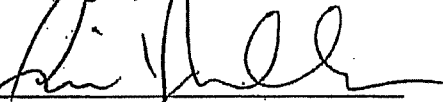
ROBERT WILLIAM YALEN
TOMOKO ONOZAWA
JOSEPH A. PANTOJA
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Tel: (212) 637-2722
Fax: (212) 637-2686

Date: 2/10/11



ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

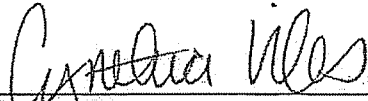
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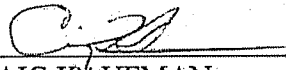
FREDERICK PHILLIPS, Attorney
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20044

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Date: 1/14/11

By: 
CYNTHIA GILES
Assistant Administrator for Enforcement
and Compliance Assurance
U.S. Environmental Protection Agency


Date: 1/14/11

By: 
CRAIG KAUFMAN
Attorney-Advisor
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Washington, DC 20460

In re: Tronox, Inc., et al., Case No. 09-10156 (ALG)

FOR TRONOX LUXEMBOURG S.ar.L

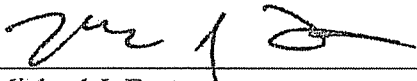
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By: 

Michael J. Foster
Attorney-in-Fact

FOR TRONOX INCORPORATED

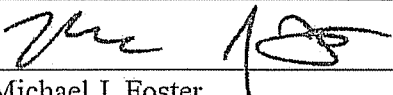
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By: 

Michael J. Foster
Vice President, General Counsel & Secretary

FOR CIMARRON CORPORATION

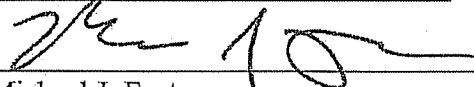
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By: 

Michael J. Foster
Director, Vice President & Secretary

FOR SOUTHWESTERN REFINING COMPANY, INC.

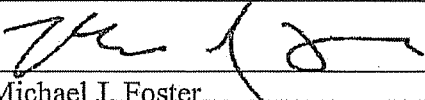
Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRANSWORLD DRILLING COMPANY

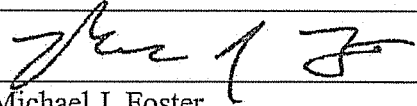
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By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRIANGLE REFINERIES, INC.

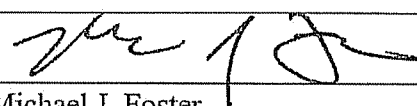
Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S, INC.

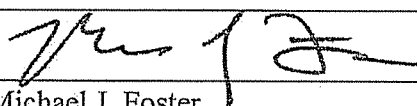
Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S ENVIRONMENTAL MANAGEMENT CORPORATION

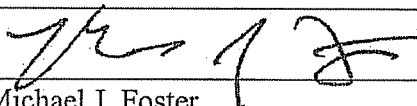
Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S MINERALS RESOURCES CORPORATION


Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

FOR TRIPLE S REFINING CORPORATION

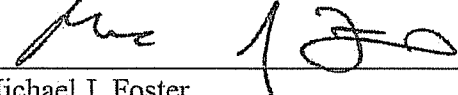
Date: _____

By: 

Michael J. Foster
Director, Vice President & Secretary

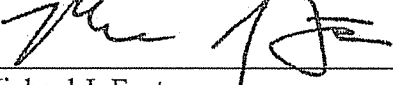
FOR TRONOX LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

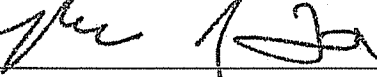
FOR TRONOX FINANCE CORP.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

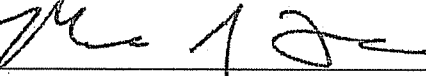
FOR TRONOX HOLDINGS, INC.

Date: _____

By: 
Michael J. Foster
Director
Vice President & Secretary


FOR TRONOX PIGMENTS (SAVANNAH) INC.

Date: _____

By: 
Michael J. Foster
Director, Vice President & Secretary

FOR TRONOX WORLDWIDE LLC

Date: _____

By: 
Michael J. Foster
Manager, Vice President & Secretary

FOR THE STATE OF ALABAMA

LUTHER STRANGE
Attorney General
State of Alabama

By: Thomas L. Johnston
Thomas L. Johnston (JOH081)
Assistant Attorney General

Date: February 9, 2011

By: Antoinette Jones
Antoinette Jones (JON018)
Assistant Attorney General

Date: February 9, 2011

**FOR THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**


Date: 2/10/11

By: 

Jonathan H. Alden
Senior Assistant General Counsel
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 35
Tallahassee, FL 32399-3000
Telephone: (850) 245-2238
Facsimile: (850) 245-2303
E-mail: jonathan.alden@dep.state.fl.us

FOR THE STATE OF GEORGIA

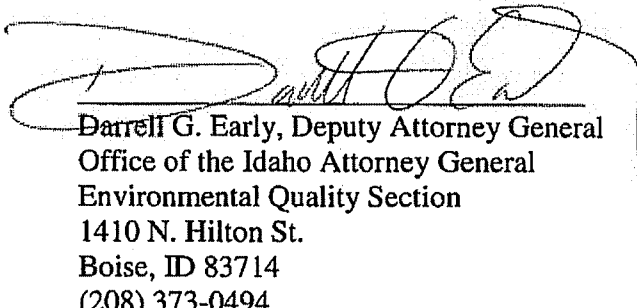
Date: 2/11/2011



Georgia Environmental Protection
Division

FOR THE STATE OF IDAHO

Date: 2/9/11



Darrell G. Early, Deputy Attorney General
Office of the Idaho Attorney General
Environmental Quality Section
1410 N. Hilton St.
Boise, ID 83714
(208) 373-0494

FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN
Attorney General of the State of Illinois

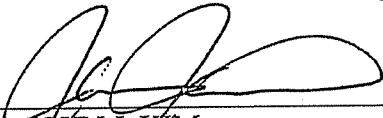
MATTHEW J. DUNN, Chief
Environmental Enforcement
Asbestos Litigation Division

BY: _____
THOMAS DAVIS, Chief
Assistant Attorney General
Environmental Bureau South

DATE: _____

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

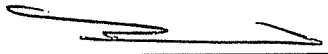
BY:  _____
JOHN J. KIM
Chief Legal Counsel

DATE: 1/28/11

FOR THE STATE OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS
ex rel. LISA MADIGAN
Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement
Asbestos Litigation Division

BY: 
THOMAS DAVIS, Chief
Assistant Attorney General
Environmental Bureau South

DATE: 1/28/11

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

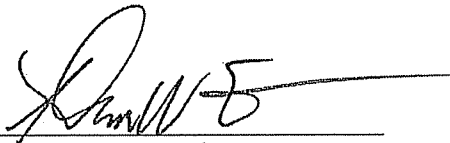
BY: _____
JOHN J. KIM
Chief Legal Counsel

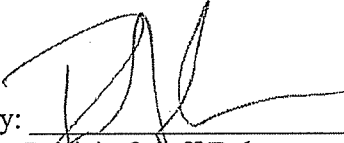
DATE: _____

**Indiana's Signature Page for
"ENVIRONMENTAL TRUST AGREEMENT"
in the case of Tronox Incorp., US Brc Ct. SD NY Case No. 09-10156 (ALG)**

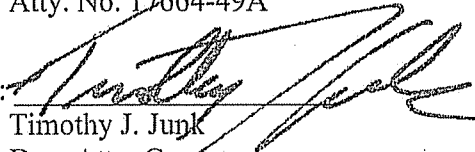
Indiana Department of
Environmental Management

Gregory F. Zoeller,
Attorney General of Indiana
Atty. No. 1958-98

By: 
Thomas W. Easterly,
Commissioner

By: 
Patricia Orloff Erdmann
Chief Counsel for Litigation
Atty. No. 17664-49A

Ind. Dept. of Environmental Mgmt
100 North Senate Avenue
MC 50-01, ICGN 1301
Indianapolis, IN 46204

By: 
Timothy J. Junk
Dep. Atty. Gen.
Atty. No. 5587-02

Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204

Date: 1/27/11

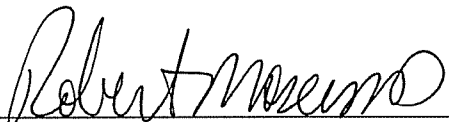
FOR THE STATE OF IOWA

DATE:

BY: Wayne Gieselman
Wayne Gieselman
Division Administrator
Iowa Department of Natural Resources

FOR THE STATE OF KANSAS

Date: 1/27/2011




Robert Moser, MD
Acting Secretary
Kansas Department of Health and Environment

FOR THE STATE OF LOUISIANA

LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

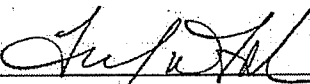
Date: 11 Feb 2011

By: 
Cheryl Sonnier Nolan, Assistant Secretary
Office of Environmental Compliance

FOR THE STATE OF MISSISSIPPI

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

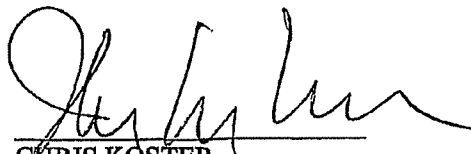
Date: 1-31-11

By: 

Trudy D. Fisher
Executive Director
Mississippi Department of Environmental
Quality
P.O. Box 2261
Jackson, Mississippi 39225

FOR THE STATE OF MISSOURI

Date: 1/25/11



CHRIS KOSTER
Attorney General for the State of Missouri

JOHN K. MCMANUS
Chief Counsel
Agriculture and Environment Division
P.O. Box 899
Jefferson City, Missouri 65102
Tel.: 573-751-8370
Fax: 573-781-8796
Email: jack.mcmanus@ago.mo.gov


Date: 1/25/11



Leanne Tippet Mosby
Director
Division of Environmental Quality
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102

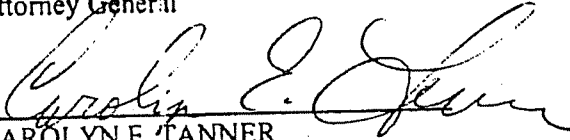
FOR THE STATE OF NEVADA

NEVADA DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES,
DIVISION OF ENVIRONMENTAL
PROTECTION

Date: 2/11/11 By: 
COLLEEN CRIPPS, Ph.D.
Administrator

Approved as to form:

CATHERINE CORTEZ MASTO
Attorney General

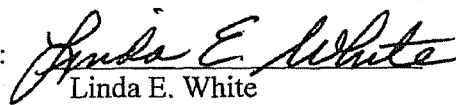
Date: 2.11.11 By: 
CAROLYN E. TANNER
Deputy Attorney General

FOR THE STATE OF NEW YORK

ERIC T. SCHNEIDERMAN

Date: January 27, 2011

By:

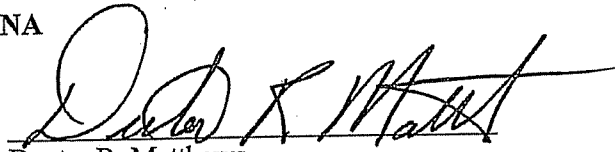


Linda E. White

Assistant Attorney General
Office of the New York State
Attorney General
Main Place Tower, Ste. 300A
350 Main Street
Buffalo, New York 14202
Tel: (716) 853-8466
Fax: (716) 853-8571

FOR THE STATE OF NORTH CAROLINA

Date: 1-28-11

A handwritten signature in black ink, appearing to read "Dexter R. Matthews", written over a horizontal line.

Dexter R. Matthews
Director, Division of Waste Management
Department of Environment and
Natural Resources

FOR THE STATE OF OHIO

Date: 10 Feb 11



Dale T. Vitale
Assistant Attorney General
Ohio Attorney General's Office
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, OH 43215
Telephone: (614) 466-2766
Facsimile: (614) 644-1926
E-mail:
dale.vitale@ohioattorneygeneral.gov

FOR THE STATE OF OKLAHOMA

Date: 2-10-11

Gary L. Sherrer
GARY SHERRER
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

Date: _____

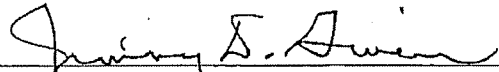
STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

FOR THE STATE OF OKLAHOMA

Date: _____

GARY SHERRER
OKLAHOMA SECRETARY OF THE
ENVIRONMENT

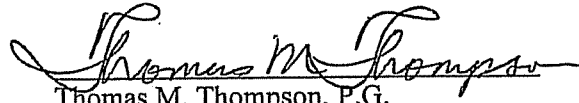
Date: 2-11-2011

for 

STEVEN A. THOMPSON
EXECUTIVE DIRECTOR
OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY

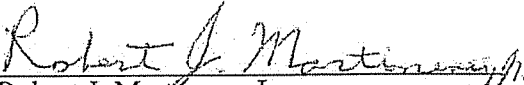
**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Date: 1/26/2011


Thomas M. Thompson, P.G.
Professional Geologist Manager
Environmental Cleanup Program

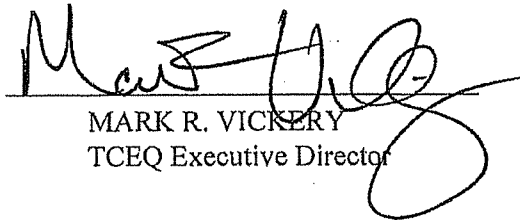
FOR THE STATE OF TENNESSEE

Date: 2/9/11


Robert J. Martineau, Jr.
Commissioner
Dept. of Environment and Conservation

FOR THE STATE OF TEXAS

Date: 2-1-2011


MARK R. VICKERY
TCEQ Executive Director

FOR THE STATE OF WISCONSIN

Date: 2/10/11

CATHY STEPP
Secretary

Matt Moroney
MATT MORONEY
Deputy Secretary
Wisconsin Department of Natural Resources

Approved as to form:

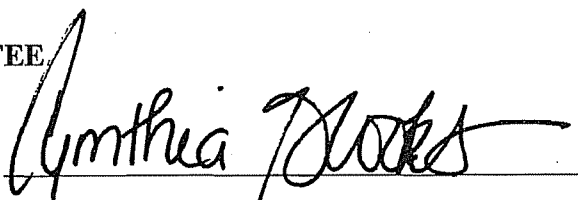
Date: 2/10/11

J.B. VAN HOLLEN
Attorney General

Anne C. Murphy
ANNE C. MURPHY
Assistant Attorney General
State Bar # 1031600
Attorneys for the State of Wisconsin

FOR THE MULTISTATE TRUSTEE

Date: 2/9/2011



Greenfield Environmental Multistate Trust LLC
Not Individually But Solely In Its Representative
Capacity
As Trustee for the Multistate Environmental Response
Trust

By: Greenfield Environmental Trust Group, Inc., Member

By: Cynthia Brooks, President

EXHIBIT “A-1”
Owned Funded Sites

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	MOBILE SITE	MOBILE PIGMENT COMPLEX	MOBILE PIGMENT COMPLEX	Mobile	AL	Multistate	YES	AL	
2	BIRMINGPORT SITE	BIRMINGPORT TERMINAL	7955 BIRMINGPORT RD	Mulga	AL	Multistate	YES	AL	
3	JACKSONVILLE TERMINAL	JACKSONVILLE - TALLEYRAND	2470 TALLEYRAND AVE	Duval	FL	Multistate	YES	FL	
4	JACKSONVILLE TERMINAL	JACKSONVILLE - TERMINAL	JACKSONVILLE TERMINAL	Duval	FL	Multistate	YES	FL	
5	KERR-MCGEE JACKSONVILLE SITE	JACKSONVILLE - CHEM PLANT	1611 TALLEYRAND AVE	Duval	FL	Multistate	YES	FL	
7	SODA SPRINGS SITE	SODA SPRINGS - 1963 - Part 1	ACQUIRED PRIOR TO 1963	Caribou	ID	Multistate	YES	ID	
8	SODA SPRINGS SITE	SODA SPRINGS - FEE 236 - Part 2	#2 OF 3 PARCELS AT SODA SPGS	Caribou	ID	Multistate	YES	ID	
9	SODA SPRINGS SITE	SODA SPRINGS - VANADIAM-Part 3	ADJ TO VANADIUM PLANT	Caribou	ID	Multistate	YES	ID	
10	SODA SPRINGS SITE	SODA SPRINGS PLANT SITE	TWO MILES NORTH ON STATE HIGHWAY 34	Soda Springs	ID	Multistate	YES	ID	
33	MADISON SITE	MADISON-- Part 1 - E & S BNDRY	ADJ TO E & S BOUNDARY	Madison	IL	Multistate	YES	IL	
34	MADISON SITE	MADISON-- Part 2 - LECLEDE #1	ADJ TO N BOUNDARY	Madison	IL	Multistate	YES	IL	
35	MADISON SITE	MADISON-- Part 3 - LECLEDE #2	ADJ TO N BOUNDARY	Madison	IL	Multistate	YES	IL	
36	MADISON SITE	MADISON-- Part 4 - N & S R-O-W	NORTH/SOUTH RIGHT OF WAY	Madison	IL	Multistate	YES	IL	
37	MADISON SITE	MADISON-- Part 5 - TREATING PLANT	NO. 2 WASHINGTON AVE	Madison	IL	Multistate	YES	IL	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
38	SAUGET SITE	SAUGET	2702 OGDEN AVE	Sauget	IL	Multistate	YES	IL	
39	INDIANA WOOD TREATING SITE	INDIANAPOLIS - TREATING	1450 SOUTH EARHART STREET	Indianapolis	IN	Multistate	YES	IN	
40	INDIANA WOOD TREATING SITE	INDIANAPOLIS - 1735 LASALLE	1735 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
41	INDIANA WOOD TREATING SITE	INDIANAPOLIS - 1747 LASALLE	1747-1749 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
42	INDIANA WOOD TREATING SITE	INDIANAPOLIS - SHERMAN AVE	ON SOUTH SHERMAN AVENUE	Marion	IN	Multistate	YES	IN	
43	INDIANA WOOD TREATING SITE	INDIANAPOLIS - STEWART	STEWART MEMORIAL CHURCH	Marion	IN	Multistate	YES	IN	
44	INDIANA WOOD TREATING SITE	INDIANAPOLIS - VANDEMAN	1717 VANDEMAN STREET	Marion	IN	Multistate	YES	IN	
45	INDIANA WOOD TREATING SITE	INDIANAPOLIS- BARRINGTON	BARR.MANOR & MN HTS LOTS	Marion	IN	Multistate	YES	IN	
46	INDIANA WOOD TREATING SITE	INDIANAPOLIS- LASALLE	1745 S. LASALLE ST	Marion	IN	Multistate	YES	IN	
47	RUSHVILLE SITE	RUSHVILLE - 114,115	LOTS 114, 115	Rush	IN	Multistate	YES	IN	
48	RUSHVILLE SITE	RUSHVILLE - 78, 79, 80, 81 & 82	LOTS 78, 79, 80, 81 & 82	Rush	IN	Multistate	YES	IN	
49	BOSSIER CITY SITE	BOSSIER CITY FORMER WOOD TREATING SITE	600 HAMILTON RD	Bossier City	LA	Multistate	YES	LA	
50	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / CHAMBLISS	0.916 ACRES ON GRIGGS RD.	Ouachita	LA	Multistate	YES	LA	
51	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / GOLSON	3 ACRES - GOLSON	Ouachita	LA	Multistate	YES	LA	
52	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / GREENE	20 ACRES, GREENE	Ouachita	LA	Multistate	YES	LA	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
53	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / MASSEY B.	7.5 ACRES-MASSEY(BRUCE)	Ouachita	LA	Multistate	YES	LA	
54	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / MASSEY L.	LARRY W. MASSEY PROPERTY	Ouachita	LA	Multistate	YES	LA	
55	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / NICHOLS	242 GRIGGS ROAD	Ouachita	LA	Multistate	YES	LA	
56	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / TURNER	3 ACRES - TURNER	Ouachita	LA	Multistate	YES	LA	
57	CALHOUN GAS PLANT- NEIGHBORING PROPERTIES	CALHOUN / WILLIAMS	0.51 ACRE W/HOUSE - WILLIAMS	Ouachita	LA	Multistate	YES	LA	
58	SPRINGFIELD SITE	SPRINGFIELD FORMER WOOD TREATING	Lot 51B, GOLDEN HILLS	Greene	MO	Multistate	YES	MO	
59	KANSAS CITY SITE	KANSAS CITY TREATING PLANT	2300 OAKLAND (AT SOUTH 23RD STREET & I-435)	Kansas City	MO	Multistate	YES	MO	
60	SPRINGFIELD SITE	SPRINGFIELD- TREATING PLANT	2800/ 3800 W. HIGH STREET	Springfield	MO	Multistate	YES	MO	
61	COLUMBUS SITE	COLUMBUS TREATING	2300 SOUTH 14TH AVENUE	Columbus	MS	Multistate	YES	MS	
62	MERIDIAN SITE	MERIDIAN ORPHAN SITE	NORTH, ORPHAN SITE	Lauderdale	MS	Multistate	YES	MS	
63	COLUMBUS SITE	COLUMBUS - LOT 5 SQUARE	SE/C 14TH AVE NO. & 21ST N. (2300 14TH AVE)	Lowndes	MS	Multistate	YES	MS	
64	MERIDIAN SITE	MERIDIAN TREATING	HIGHWAY 11 SOUTH (310 HIGHWAY S)	Meridian	MS	Multistate	YES	MS	
65	NAVASSA SITE	WILMINGTON PLANT- Abandoned	NAVASSA ROAD	Navassa	NC	Multistate	YES	NC	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
67	BRISTOL MINE SITE	PATENT MINING CLAIMS AND ASSOCIATED LAND NEAR BRISTOL MINE SITES	T3N, R66E (Additional Details on Attachment A-4)	Pioche Area	NV	Multistate	YES	NV	
68	CASELTON MINE SITE	PATENT MINING CLAIMS AND ASSOCIATED LAND NEAR CASELTON MINE SITES	T01N, R67 E, SEC. 32, E ½ AND W ½, AND T01S, R67E, SEC. 4, NE 1/4, NE 1/4, 7.5' QUADRANGLE; WEST LONGITUDE: -114.4920, NORTH LATITUDE: 37.9250 (Additional Details on Attachment A-4)	Pioche Area	NV	Multistate	YES	NV	
69	CASELTON MINE SITE	CASELTON MILL, CASELTON HEIGHTS AREA, AND ASSOCIATED MILL TAILINGS	TOWNSHIP 1 NORTH, RANGE 67 EAST, IMMEDIATELY WEST OF THE TOWN OF PIOCHE	Pioche Area	NV	Multistate	YES	NV	
70	ROME SITE	ROME	51.29 & 12.93 acre tracts (5856 AND 5900 SUCCESS DRIVE)	Oneida	NY	Multistate	YES	NY	
71	ROME SITE	ROME	Sec 222, Blk 2, Lot 16 - London Rd	Oneida	NY	Multistate	YES	NY	
72	CLEVELAND SITE	CLEVELAND FORMER REFINERY FEE LANDS	400 SOUTH SWAN	Cleveland	OK	Multistate	YES	OK	
73	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING-MAVERIC MINI MART		Cushing	OK	Multistate	YES	OK	
74	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING- OKLAHOMA OILWELL CEMENTING CO.	1 acre	Cushing	OK	Multistate	YES	OK	
76	CLEVELAND SITE	CLEVELAND FORMER REFINERY FEE LANDS	CLEVELAND REFINERY (500 S. SWAN ROAD)	Pawnee	OK	Multistate	YES	OK	
77	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BROWN PPTY	17.19 ACRES W/RESIDENCE	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
78	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - JEFF CARGILL	1.28 ACRES + Shed & Mobile Home	Payne	OK	Multistate	YES	OK	
79	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - C.W. CARGILL	3.75 ACRES - Shop & Mobile Homes	Payne	OK	Multistate	YES	OK	
80	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - PARKER	PARKER PROPERTY	Payne	OK	Multistate	YES	OK	
81	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - ANDERSON	ANDERSON PROPERTY	Payne	OK	Multistate	YES	OK	
82	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - AREA TANKS	CUSHING AREA TANKS	Payne	OK	Multistate	YES	OK	
83	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BANK PPTY	2.46A	Payne	OK	Multistate	YES	OK	
84	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - BOYDSTON	BOYDSTON PROP	Payne	OK	Multistate	YES	OK	
85	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - CHANEL	CHANEL ENERGY PROPERTY	Payne	OK	Multistate	YES	OK	
86	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - ERW INC.	ERW INC. PROPERTY	Payne	OK	Multistate	YES	OK	
87	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 8.49 ACRES	SW/c SE4	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
88	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 10.33 ACRES	E481' S935.5 OF E2 S22 18N 5E	Payne	OK	Multistate	YES	OK	
89	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 200.479 ACRES	SE4 LESS TRS CONV E2 SW4	Payne	OK	Multistate	YES	OK	
90	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - FEE 90 - 39.5 ACRES	E16' NW4 SE4 & NE4 SE4 LESS 1A	Payne	OK	Multistate	YES	OK	
91	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - GRAVENS	.35A - GRAVENS PROPERTY	Payne	OK	Multistate	YES	OK	
92	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - HARRIS	5.58A	Payne	OK	Multistate	YES	OK	
93	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - HUGGENS	JACK & IRA HUGGENS PPTY	Payne	OK	Multistate	YES	OK	
94	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - LAND	LAND	Payne	OK	Multistate	YES	OK	
95	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - MARTIN	MARTIN PROPERTY	Payne	OK	Multistate	YES	OK	
96	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - MULTIMEDIA	MULTIMEDIA PROPERTY	Payne	OK	Multistate	YES	OK	
97	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - NOLAN VINSON	NOLAN VINSON PROPERTY	Payne	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
98	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - RUNNELS PROPERTY	47.31 ACRES	Payne	OK	Multistate	YES	OK	
99	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - RUTHERFORD	RUTHERFORD PROPERTY	Payne	OK	Multistate	YES	OK	
100	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - TORONTO	TORONTO RESOURCE PROP	Payne	OK	Multistate	YES	OK	
101	CUSHING SITE AND SURROUNDING PROPERTIES	CUSHING - WILSON	JIMMY WILSON PROPERTY	Payne	OK	Multistate	YES	OK	
102	AVOCA SITE	AVOCA, PA TREATING PLANT	MCALPINE ST. NEAR YORK AVENUE	Avoca	PA	Multistate	YES	PA	
103	BEAUMONT SITE	BEAUMONT PLANT	1110 PINE ST	Beaumont	TX	Multistate	YES	TX	
104	TEXARKANA FACILITY	TEXARKANA - #1	155 Buchanan Road	Bowie	TX	Multistate	YES	TX	
105	TEXARKANA FACILITY	TEXARKANA GREENBELT - #2	GREENBELT, E SIDE OF PLANT	Bowie	TX	Multistate	YES	TX	
106	TEXARKANA FACILITY	TEXARKANA POND - #3	POND	Bowie	TX	Multistate	YES	TX	
107	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #08	JOHN G. HATCH - TRACT I	Nueces	TX	Multistate	YES	TX	
108	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #09	JOHN G. HATCH - TRACT II	Nueces	TX	Multistate	YES	TX	
109	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #10	JOHN G. HATCH - TRACT III	Nueces	TX	Multistate	YES	TX	
110	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-A	N. BDWY - TERM 1- #1	Nueces	TX	Multistate	YES	TX	
111	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-B	S. BDWY - TERM 1- #2	Nueces	TX	Multistate	YES	TX	

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112	CORPUS CHRISTI NO. 1 TERMINAL	CORPUS CHRISTI #01-C	SALT FLATS - TERM 1- #3	Nueces	TX	Multistate	YES	TX	
113	TEXARKANA FACILITY	TEXARKANA PLANT - #4	2513 BUCHANON ROAD	Texarkana	TX	Multistate	YES	TX	

EXHIBIT "A-2"

Owned Service Stations

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OWNED SERVICE STATION	SELMA #2157	3217 WATERS ST.	Dallas	AL	Multistate	YES	AL	
2	OWNED SERVICE STATION	SELMA #5030	US HWY 80 EAST	Dallas	AL	Multistate	YES	AL	
3	OWNED SERVICE STATION	BOAZ #1	HWY 431 SOUTH (SARDIS CITY)	Etowah	AL	Multistate	YES	AL	
4	OWNED SERVICE STATION	E. GADSDEN #7075	HWY 278 EAST	Etowah	AL	Multistate	YES	AL	
5	OWNED SERVICE STATION	E. GADSDEN #7090	300 E MEIGHAN BLVD	Etowah	AL	Multistate	YES	AL	
6	OWNED SERVICE STATION	JASPER	OLD HIGHWAY 78W (ADJACENT LOT)	Jasper	AL	Multistate	YES	AL	
7	OWNED SERVICE STATION	BESSEMER #5011 - PLAT 1	4536 BESSEMER HWY	Jefferson	AL	Multistate	YES	AL	
8	OWNED SERVICE STATION	BESSEMER #5012 - PLAT 2	4536 BESSEMER HWY	Jefferson	AL	Multistate	YES	AL	
9	OWNED SERVICE STATION	BIRMINGHAM #2081	1600 DENNISON	Jefferson	AL	Multistate	YES	AL	
10	OWNED SERVICE STATION	HUNTSVILLE #7095	3105 BOB WALLACE AVENUE	Madison	AL	Multistate	YES	AL	
11	OWNED SERVICE STATION	MONTGOMERY #7101	4118 MOBILE RD	Montgomery	AL	Multistate	YES	AL	

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12	OWNED SERVICE STATION	JASPER #7063	1302 BANKHEAD HWY	Walker	AL	Multistate	YES	AL	
13	OWNED SERVICE STATION	DEWITT #1 - AR	9TH & JEFFERSON	Arkansas	AR	Multistate	YES	NONE	
14	OWNED SERVICE STATION	STUTTGART #1	US HWY 79 & SPRING ST.	Arkansas	AR	Multistate	YES	NONE	
15	OWNED SERVICE STATION	MOUNTAIN HOME #1	1025 HIGHWAY 62 SW	Baxter	AR	Multistate	YES	NONE	
16	OWNED SERVICE STATION	ROGERS #1	1540 SOUTH OLRICH (NEAR 8TH STREET)	Benton	AR	Multistate	YES	NONE	
17	OWNED SERVICE STATION	SILOAM SPRINGS #1	ARKANSAS HWY 68/59 RT 4	Benton	AR	Multistate	YES	NONE	
18	OWNED SERVICE STATION	ARKADELPHIA #1	ROUTE 3 US HWY 67	Clark	AR	Multistate	YES	NONE	
19	OWNED SERVICE STATION	JONESBORO #1	1208 E. JOHNSON	Craighead	AR	Multistate	YES	NONE	
20	OWNED SERVICE STATION	WEST MEMPHIS #1	1024 N. MISSOURI	Crittenden	AR	Multistate	YES	NONE	
21	OWNED SERVICE STATION	CONWAY #2	SW/C OAK & FACTORY STS	Faulkner	AR	Multistate	YES	NONE	
22	OWNED SERVICE STATION	HOT SPRINGS #1	3521 CENTRAL AVE.	Garland	AR	Multistate	YES	NONE	
23	OWNED SERVICE STATION	MALVERN #1	305 W PAGE AVENUE	Hot Spring	AR	Multistate	YES	NONE	
24	OWNED SERVICE STATION	MALVERN #3	HWY 270 & OLD MILITARY RD	Hot Springs	AR	Multistate	YES	NONE	
25	OWNED SERVICE STATION	BATESVILLE #1	614 ST. LOUIS	Independence	AR	Multistate	YES	NONE	

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26	OWNED SERVICE STATION	WEST HELENA #1	420 N. SEBASTIAN	Phillips	AR	Multistate	YES	NONE	
27	OWNED SERVICE STATION	RUSSELLVILLE #1	1301 S. ARKANSAS	Pope	AR	Multistate	YES	NONE	
28	OWNED SERVICE STATION	NORTH LITTLE ROCK	NW/C I-40 & CENT APT RD	Pulaski	AR	Multistate	YES	NONE	
29	OWNED SERVICE STATION	NORTH LITTLE ROCK #6	3823 PIKE AVENUE	Pulaski	AR	Multistate	YES	NONE	
30	OWNED SERVICE STATION	FORREST CITY #1	1506 N. WASHINGTON	St. Francis	AR	Multistate	YES	NONE	
31	OWNED SERVICE STATION	SPRINGDALE #1	1901 SUNSET AVE	Washington	AR	Multistate	YES	NONE	
32	OWNED SERVICE STATION	JACKSONVILLE #3078	10414 LEM TURNER RD.	Duval	FL	Multistate	YES	FL	
33	OWNED SERVICE STATION	JACKSONVILLE #3054	6930 103RD STREET	Duval	FL	Multistate	YES	FL	
34	OWNED SERVICE STATION	JACKSONVILLE #3	US HWY 1 (Dinsmore)	Duval	FL	Multistate	YES	FL	
35	OWNED SERVICE STATION	JACKSONVILLE #3064	3131 WEST BEAVER ST	Duval	FL	Multistate	YES	FL	
36	OWNED SERVICE STATION	TAMPA #3045	5239 S. MCDILL AVE.	Hillsborough	FL	Multistate	YES	FL	
37	OWNED SERVICE STATION	MACON #3008	5500 SOUTH HOUSTON	Bibb	GA	Multistate	YES	GA	

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38	OWNED SERVICE STATION	ATLANTA #2138	2095 JONESBORO RD.	Fulton	GA	Multistate	YES	GA	
39	OWNED SERVICE STATION	WARNER ROBINS #3004	101 WATSON BLVD.	Houston	GA	Multistate	YES	GA	
40	OWNED SERVICE STATION	DEWITT #1	200 SOUTH SIXTH	Clinton	IA	Multistate	YES	IA	
41	OWNED SERVICE STATION	ESTHERVILLE #1	1715 E CENTRAL AVENUE	Emmet	IA	Multistate	YES	IA	
42	OWNED SERVICE STATION	HUMBOLDT #1	404 13TH ST. NORTH	Humboldt	IA	Multistate	YES	IA	
43	OWNED SERVICE STATION	IOWA CITY #2	2229 MUSCATINE	Johnson	IA	Multistate	YES	IA	
44	OWNED SERVICE STATION	RED OAK #1	1001 BROADWAY	Montgomery	IA	Multistate	YES	IA	
45	OWNED SERVICE STATION	MUSCATINE #1	201 (210) GREEN ST.	Muscatine	IA	Multistate	YES	IA	
46	OWNED SERVICE STATION	MUSCATINE #2	1507 PARK AVENUE	Muscatine	IA	Multistate	YES	IA	
47	OWNED SERVICE STATION	DES MOINES #05	6601-6667 DOUGLAS BLVD.	Polk	IA	Multistate	YES	IA	
48	OWNED SERVICE STATION	DES MOINES #18	SE/C UNIVERSITY & 14TH	Polk	IA	Multistate	YES	IA	
49	OWNED SERVICE STATION	BETTENDORF #1	2838 STATE STREET	Scott	IA	Multistate	YES	IA	
50	OWNED SERVICE STATION	DAVENPORT #3	2334 ROCKINGHAM ROAD	Scott	IA	Multistate	YES	IA	
51	OWNED SERVICE STATION	AMES #1	517-519 LINCOLN WAY	Story	IA	Multistate	YES	IA	

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52	OWNED SERVICE STATION	CRESTON #3	709 S. ELM ST.	Union	IA	Multistate	YES	IA	
53	OWNED SERVICE STATION	SIOUX CITY #2	1400 INGLESIDE AVE	Woodbury	IA	Multistate	YES	IA	
54	OWNED SERVICE STATION	URBANA #1	1302 N. CUNNINGHAM ROAD	Champaign	IL	Multistate	YES	IL	
55	OWNED SERVICE STATION	TUSCOLA #1	405 S MAIN	Douglas	IL	Multistate	YES	IL	
56	OWNED SERVICE STATION	PARIS #1	RT 6 HIGHWAY NO 1 NORTH	Edgar	IL	Multistate	YES	IL	
57	OWNED SERVICE STATION	WHITE HALL #1	715 NORTH MAIN	Greene	IL	Multistate	YES	IL	
58	OWNED SERVICE STATION	WATSEKA #1	337 W. WALNUT	Iroquois	IL	Multistate	YES	IL	
59	OWNED SERVICE STATION	AURORA #1	410 HILL STREET	Kane	IL	Multistate	YES	IL	
60	OWNED SERVICE STATION	KANKAKEE #1	1305 N. SCHUYLER	Kankakee	IL	Multistate	YES	IL	
61	OWNED SERVICE STATION	GALESBURG #1	484 N. HENDERSON	Knox	IL	Multistate	YES	IL	
62	OWNED SERVICE STATION	GALESBURG #2	829 W. GROVE	Knox	IL	Multistate	YES	IL	
63	OWNED SERVICE STATION	VIRDEN #1	110 E. DEANE ST. (110 S. SPRINGFIELD)	Macoupin	IL	Multistate	YES	IL	
64	OWNED SERVICE STATION	COTTAGE HILLS #1	501 WEST MACARTHUR	Madison	IL	Multistate	YES	IL	
65	OWNED SERVICE STATION	MADISON #1	425 MC CAMBRIDGE	Madison	IL	Multistate	YES	IL	

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66	OWNED SERVICE STATION	MACOMB #1	707 W JACKSON	McDonough	IL	Multistate	YES	IL	
67	OWNED SERVICE STATION	MOLINE #2	4655-4TH AVENUE	Rock Island	IL	Multistate	YES	IL	
68	OWNED SERVICE STATION	ROCK ISLAND #2	5001 11TH ST.	Rock Island	IL	Multistate	YES	IL	
69	OWNED SERVICE STATION	HERRIN #1	1106 S. PARK AVENUE	Williamson	IL	Multistate	YES	IL	
70	OWNED SERVICE STATION	HARTFORD CITY #1	1307 N. WALNUT	Blackford	IN	Multistate	YES	IN	
71	OWNED SERVICE STATION	LEBANON #1	1914 N. LEBANON	Boone	IN	Multistate	YES	IN	
72	OWNED SERVICE STATION	GREENSBURG	1208 N. LINCOLN	Decatur	IN	Multistate	YES	IN	
73	OWNED SERVICE STATION	MUNCIE #1	3210 E. JACKSON	Delaware	IN	Multistate	YES	IN	
74	OWNED SERVICE STATION	NOBLESVILLE #1 - PLAT2	200 EAST CONNER	Hamilton	IN	Multistate	YES	IN	
75	OWNED SERVICE STATION	NOBLESVILLE #1 - PLAT 1	2000 EAST CONNER	Hamilton	IN	Multistate	YES	IN	
76	OWNED SERVICE STATION	KOKOMO #1	1023 E MARKLAND	Howard	IN	Multistate	YES	IN	
77	OWNED SERVICE STATION	INDIANAPOLIS #03	4057 SOUTHEASTERN/1425 TEMPERANCE	Marion	IN	Multistate	YES	IN	
78	OWNED SERVICE STATION	INDIANAPOLIS #04	1310 ROOSEVELT AVENUE	Marion	IN	Multistate	YES	IN	
79	OWNED SERVICE STATION	CRAWFORDSVILLE #1	DARLINGTON & VERMONT ST	Montgomery	IN	Multistate	YES	IN	

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80	OWNED SERVICE STATION	HUMBOLDT #1	617 SOUTH 9TH STREET	Allen	KS	Multistate	YES	KS	
81	OWNED SERVICE STATION	GARNETT #1	103 MAPLE STREET	Anderson	KS	Multistate	YES	KS	
82	OWNED SERVICE STATION	SEDAN #1 - PLAT 1	MAIN & SCHOOL STREETS	Chautauqua	KS	Multistate	YES	KS	
83	OWNED SERVICE STATION	SEDAN #1 - PLAT 2	SE/C MAIN & SCHOOL	Chautauqua	KS	Multistate	YES	KS	
84	OWNED SERVICE STATION	COLUMBUS #1	124 NO. KANSAS AVENUE (NEAR WALNUT)	Cherokee	KS	Multistate	YES	KS	
85	OWNED SERVICE STATION	ABILENE #1	SW/C 6TH & BUCKEYE	Dickinson	KS	Multistate	YES	KS	
86	OWNED SERVICE STATION	PARSONS #1	2601 NORTH MAIN	Labette	KS	Multistate	YES	KS	
87	OWNED SERVICE STATION	McPHERSON #1	KANSAS AND HICKORY	McPherson	KS	Multistate	YES	KS	
88	OWNED SERVICE STATION	CANEY #1	401 N. McGEE	Montgomery	KS	Multistate	YES	KS	
89	OWNED SERVICE STATION	COFFEYVILLE #1	812 EAST 11TH	Montgomery	KS	Multistate	YES	KS	
90	OWNED SERVICE STATION	COFFEYVILLE #2	403 WEST 11TH ST	Montgomery	KS	Multistate	YES	KS	
91	OWNED SERVICE STATION	ERIE #1	205 W. 4TH	Neosho	KS	Multistate	YES	KS	
92	OWNED SERVICE STATION	CHANUTE #1 & #2	306 (305) S. LINCOLN + EXT. LAND	Neosho	KS	Multistate	YES	KS	
93	OWNED SERVICE STATION	LARNED #1	1404 BROADWAY	Pawnee	KS	Multistate	YES	KS	

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94	OWNED SERVICE STATION	SALINA #1	235 SOUTH BROADWAY	Saline	KS	Multistate	YES	KS	
95	OWNED SERVICE STATION	SCOTT CITY #1	12TH & S. MAIN	Scott	KS	Multistate	YES	KS	
96	OWNED SERVICE STATION	TOPEKA #1 (WAKARUSA)	US 75 & FORBES AFB	Shawnee	KS	Multistate	YES	KS	
97	OWNED SERVICE STATION	TOPEKA #6	2635 CALIFORNIA	Shawnee	KS	Multistate	YES	KS	
98	OWNED SERVICE STATION	NEODESHA #1	903 MAIN STREET	Wilson	KS	Multistate	YES	KS	
99	OWNED SERVICE STATION	FRANKFORT #2166	US HWY 60/MEADOWVIEW	Franklin	KY	Multistate	YES	NONE	
100	OWNED SERVICE STATION	MAYFIELD #1	723 E. BROADWAY	Graves	KY	Multistate	YES	NONE	
101	OWNED SERVICE STATION	LOUISVILLE #2123	4804 SOUTHSIDE DR.	Jefferson	KY	Multistate	YES	NONE	
102	OWNED SERVICE STATION	LOUISVILLE #2147	8800 MINORS LANE	Jefferson	KY	Multistate	YES	NONE	
103	OWNED SERVICE STATION	LOUISVILLE #2151	8207 OLD 3RD ST. RD	Jefferson	KY	Multistate	YES	NONE	
104	OWNED SERVICE STATION	LOUISVILLE #2152	9123 DIXIE HIGHWAY	Jefferson	KY	Multistate	YES	NONE	
105	OWNED SERVICE STATION	PADUCAH #1	1922 BRIDGE STREET	McCracken	KY	Multistate	YES	NONE	
106	OWNED SERVICE STATION	PADUCAH #3	1391 S. BELTLINE HWY	McCracken	KY	Multistate	YES	NONE	
107	OWNED SERVICE STATION	HARRODSBURG #1006	COLLEGE & LEXINGTON	Mercer	KY	Multistate	YES	NONE	

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108	OWNED SERVICE STATION	MANSFIELD #9021	1006 JENKINS STREET	DeSota Parish	LA	Multistate	YES	LA	
109	OWNED SERVICE STATION	WINNSBORO #9018	LOCUST & MAIN STREETS	Franklin	LA	Multistate	YES	LA	
110	OWNED SERVICE STATION	RAYVILLE #9001	219-221 HARRISON	Richland	LA	Multistate	YES	LA	
111	OWNED SERVICE STATION	RAYVILLE #9022	1100 JULIA ST	Richland	LA	Multistate	YES	LA	
112	OWNED SERVICE STATION	FARMERVILLE #9013	LA HWY & BOUNDARY	Union Parish	LA	Multistate	YES	LA	
113	OWNED SERVICE STATION	BLUE EARTH #1	321 NORTH GROVE	Faribault	MN	Multistate	YES	NONE	
114	OWNED SERVICE STATION	WORTHINGTON #1	1320 GRAND	Nobles	MN	Multistate	YES	NONE	
115	OWNED SERVICE STATION	LUVERNE #1	211 S. KNISS AVE.	Rock	MN	Multistate	YES	NONE	
116	OWNED SERVICE STATION	KIRKSVILLE #1	1024 E MCPHERSON ST	Adair	MO	Multistate	YES	MO	
117	OWNED SERVICE STATION	MEXICO #2	726 E. LIBERTY	Audrain	MO	Multistate	YES	MO	
118	OWNED SERVICE STATION	KENNETT #2	1333 FIRST STREET	Dunklin	MO	Multistate	YES	MO	
119	OWNED SERVICE STATION	SPRINGFIELD #2	1419 E. KEARNEY	Greene	MO	Multistate	YES	MO	
120	OWNED SERVICE STATION	MACON #1	102 S.MISSOURI	Macon	MO	Multistate	YES	MO	
121	OWNED SERVICE STATION	CHARLESTON #1	200 WEST MARSHALL	Mississippi	MO	Multistate	YES	MO	

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122	OWNED SERVICE STATION	PERRYVILLE #1	300 W ST JOSEPH	Perry	MO	Multistate	YES	MO	
123	OWNED SERVICE STATION	MARSHALL #1	NW/C I-70 & CO. RD. YY	Saline	MO	Multistate	YES	MO	
124	OWNED SERVICE STATION	NEVADA #1	212 SOUTH OAK	Vernon	MO	Multistate	YES	MO	
125	OWNED SERVICE STATION	JACKSON #5074	5502 N. STATE ST.	Hinds	MS	Multistate	YES	MS	
126	OWNED SERVICE STATION	PASCAGOULA #2154	2415 INGALLS AVENUE	Jackson	MS	Multistate	YES	MS	
127	OWNED SERVICE STATION	BOONEVILLE #1	102 SOUTH 2ND ST	Prentiss	MS	Multistate	YES	MS	
128	OWNED SERVICE STATION	GRAFTON #1	640 WEST 12TH ST.	Walsh	ND	Multistate	YES	NONE	
129	OWNED SERVICE STATION	OMAHA #09	8516 BLONDO	Douglas	NE	Multistate	YES	NONE	
130	OWNED SERVICE STATION	OMAHA #10	1902 S. 10TH STREET	Douglas	NE	Multistate	YES	NONE	
131	OWNED SERVICE STATION	OMAHA #7	2932 MYRTLE AVENUE	Douglas	NE	Multistate	YES	NONE	
132	OWNED SERVICE STATION	LINCOLN #2	2910 N. 48TH	Lancaster	NE	Multistate	YES	NONE	
133	OWNED SERVICE STATION	LINCOLN #5	1740 COTNER BLVD.	Lancaster	NE	Multistate	YES	NONE	
134	OWNED SERVICE STATION	NORFOLK #1	311 OMAHA AVE.	Madison	NE	Multistate	YES	NONE	
135	OWNED SERVICE STATION	NEBRASKA CITY #1	718 S. 11TH STREET	Otoe	NE	Multistate	YES	NONE	

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136	OWNED SERVICE STATION	BELEN #1	I-25 SOUTH EDGE OF TOWN	Valencia	NM	Multistate	YES	NONE	
137	OWNED SERVICE STATION	EL RENO #1	1102 S. ROCK ISLAND	Canadian	OK	Multistate	YES	OK	
138	OWNED SERVICE STATION	OKLA CITY #077	NE/C SW 29TH & SARA RD.	Canadian	OK	Multistate	YES	OK	
139	OWNED SERVICE STATION	YUKON-MILLER #1A	SE/C SW 15 & CZECH HALL	Canadian	OK	Multistate	YES	OK	
140	OWNED SERVICE STATION	LAWTON #1	2201 NW SHERIDAN ROAD	Comanche	OK	Multistate	YES	OK	
141	OWNED SERVICE STATION	LAWTON #2	2716 FT SILL BLVD.	Comanche	OK	Multistate	YES	OK	
142	OWNED SERVICE STATION	LAWTON #3	1015 "I" STREET	Comanche	OK	Multistate	YES	OK	
143	OWNED SERVICE STATION	LAWTON #5	1515 LEE BLVD.	Comanche	OK	Multistate	YES	OK	
144	OWNED SERVICE STATION	DRUMRIGHT #3	SE/C TUCKER & BROADWAY	Creek	OK	Multistate	YES	OK	
145	OWNED SERVICE STATION	ENID #2	1123 N. GRAND	Garfield	OK	Multistate	YES	OK	
146	OWNED SERVICE STATION	ENID #8	1005 E. WILLOW	Garfield	OK	Multistate	YES	OK	
147	OWNED SERVICE STATION	CHICKASHA #1	2102 S. 4TH	Grady	OK	Multistate	YES	OK	
148	OWNED SERVICE STATION	MANGUM #1	1720 N. LOUIS TITTLE AVE.	Greer	OK	Multistate	YES	OK	
149	OWNED SERVICE STATION	ALTUS #2	1321 N. MAIN.	Jackson	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
150	OWNED SERVICE STATION	ALTUS #3	1921 E. BROADWAY	Jackson	OK	Multistate	YES	OK	
151	OWNED SERVICE STATION	TONKAWA #1	601 E. NORTH AVENUE	Kay	OK	Multistate	YES	OK	
152	OWNED SERVICE STATION	HENNESSEY #1	619 N. MAIN STREET	Kingfisher	OK	Multistate	YES	OK	
153	OWNED SERVICE STATION	WILBURTON #1	HIGHWAYS 2 AND 270	Latimer	OK	Multistate	YES	OK	
154	OWNED SERVICE STATION	POTEAU #2	HWY 271 & 59 SOUTH	LeFlore	OK	Multistate	YES	OK	
155	OWNED SERVICE STATION	PRYOR #2	409 SOUTH MILL ST	Mayes	OK	Multistate	YES	OK	
156	OWNED SERVICE STATION	PURCELL #3	I-35 & JOHNSON ROAD	McClain	OK	Multistate	YES	OK	
157	OWNED SERVICE STATION	SULPHUR #1	1815 W. BROADWAY	Murray	OK	Multistate	YES	OK	
158	OWNED SERVICE STATION	PERRY #1 - STATION	8TH & FIR (STATION)	Noble	OK	Multistate	YES	OK	
159	OWNED SERVICE STATION	PERRY #2 - BOCOX	BOCOX PROPERTY	Noble	OK	Multistate	YES	OK	
160	OWNED SERVICE STATION	PERRY #3 - HOMELAND	702 FIR STREET	Noble	OK	Multistate	YES	OK	
161	OWNED SERVICE STATION	OKLA CITY #009	12000 NORTHEAST EXPWY	Oklahoma	OK	Multistate	YES	OK	
162	OWNED SERVICE STATION	DEL CITY #2	3300 SE 15TH STREET	Oklahoma	OK	Multistate	YES	OK	
163	OWNED SERVICE STATION	HARRAH #1	HOLDEN AND HARRAH ROAD	Oklahoma	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
164	OWNED SERVICE STATION	BETHANY #1	SW/C NW 39 & COUNCIL, FEE 121	Oklahoma	OK	Multistate	YES	OK	
165	OWNED SERVICE STATION	OKLA CITY #014	3834 NW 10	Oklahoma	OK	Multistate	YES	OK	
166	OWNED SERVICE STATION	OKLA CITY #019	4100 NW EXPRESSWAY	Oklahoma	OK	Multistate	YES	OK	
167	OWNED SERVICE STATION	OKLA CITY #022	3216 NORTH MAY	Oklahoma	OK	Multistate	YES	OK	
168	OWNED SERVICE STATION	OKLA CITY #023	2109 NE 23RD ST	Oklahoma	OK	Multistate	YES	OK	
169	OWNED SERVICE STATION	OKLA CITY #028 - PLAT 1	8005 N. MAY	Oklahoma	OK	Multistate	YES	OK	
170	OWNED SERVICE STATION	OKLA CITY #028 - PLAT 2	8005 N. MAY	Oklahoma	OK	Multistate	YES	OK	
171	OWNED SERVICE STATION	OKLA CITY #056 - PLAT 1	25 N.E. 36TH	Oklahoma	OK	Multistate	YES	OK	
172	OWNED SERVICE STATION	OKLA CITY #056 - PLAT 2	25 N.E. 36TH	Oklahoma	OK	Multistate	YES	OK	
173	OWNED SERVICE STATION	OKLA CITY #062	5221 S. WESTERN	Oklahoma	OK	Multistate	YES	OK	
174	OWNED SERVICE STATION	OKLA CITY #063 - PLAT 1	7025 S. WESTERN	Oklahoma	OK	Multistate	YES	OK	
175	OWNED SERVICE STATION	OKLA CITY #063 - PLAT 2	7025 S WESTERN	Oklahoma	OK	Multistate	YES	OK	
176	OWNED SERVICE STATION	OKLA CITY #064	3630 N. MACARTHUR	Oklahoma	OK	Multistate	YES	OK	
177	OWNED SERVICE STATION	OKLA CITY #074	7800 NW 10TH	Oklahoma	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
178	OWNED SERVICE STATION	OKLA CITY #084	1301 SE 15TH	Oklahoma	OK	Multistate	YES	OK	
179	OWNED SERVICE STATION	OKLA CITY #087	9000 N WESTERN	Oklahoma	OK	Multistate	YES	OK	
180	OWNED SERVICE STATION	OKLA CITY #088 - PLAT 1	4300 SE 59TH	Oklahoma	OK	Multistate	YES	OK	
181	OWNED SERVICE STATION	OKLA CITY #088 - PLAT 2	4300 SE 59TH	Oklahoma	OK	Multistate	YES	OK	
182	OWNED SERVICE STATION	OKLA CITY #096	1131 N. MERIDIAN	Oklahoma	OK	Multistate	YES	OK	
183	OWNED SERVICE STATION	OKLA CITY #098	1801 N. LINWOOD	Oklahoma	OK	Multistate	YES	OK	
184	OWNED SERVICE STATION	OKLA CITY #109	4325 N.W. 39TH EXPRESSWAY	Oklahoma	OK	Multistate	YES	OK	
185	OWNED SERVICE STATION	OKLA CITY #110	1520 N. MAY	Oklahoma	OK	Multistate	YES	OK	
186	OWNED SERVICE STATION	ADA #5	201 S. MISSISSIPPI	Pontotoc	OK	Multistate	YES	OK	
187	OWNED SERVICE STATION	SHAWNEE #2	1501 (1502) N. HARRISON	Pottawatomie	OK	Multistate	YES	OK	
188	OWNED SERVICE STATION	SEMINOLE #2	STATE & STROTHERS	Seminole	OK	Multistate	YES	OK	
189	OWNED SERVICE STATION	MARLOW #1	210 N. BROADWAY	Stephens	OK	Multistate	YES	OK	
190	OWNED SERVICE STATION	NEW PERRYMAN - Fee 128	PERRYMAN SEC 1-17N-12E (35ac)	Tulsa	OK	Multistate	YES	OK	
191	OWNED SERVICE STATION	TULSA #04	7839 E. ADMIRAL PLACE	Tulsa	OK	Multistate	YES	OK	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
192	OWNED SERVICE STATION	TULSA #15	4108 S. PEORIA	Tulsa	OK	Multistate	YES	OK	
193	OWNED SERVICE STATION	TULSA #16	1135 N. SHERIDAN RD.	Tulsa	OK	Multistate	YES	OK	
194	OWNED SERVICE STATION	TULSA #18	543 S. SHERIDAN	Tulsa	OK	Multistate	YES	OK	
195	OWNED SERVICE STATION	TULSA #21	1435 N. UTICA/1706 E. PINE	Tulsa	OK	Multistate	YES	OK	
196	OWNED SERVICE STATION	TULSA #26	3604 NORTH LEWIS	Tulsa	OK	Multistate	YES	OK	
197	OWNED SERVICE STATION	TULSA #27	740 S. UTICA	Tulsa	OK	Multistate	YES	OK	
198	OWNED SERVICE STATION	TULSA #30	1501 N. MINGO	Tulsa	OK	Multistate	YES	OK	
199	OWNED SERVICE STATION	TULSA #31	5110 E. PINE	Tulsa	OK	Multistate	YES	OK	
200	OWNED SERVICE STATION	TULSA #32	5940 S. PEORIA	Tulsa	OK	Multistate	YES	OK	
201	OWNED SERVICE STATION	BARTLESVILLE #2	3101 E FRANK PHILLIPS BLVD	Washington	OK	Multistate	YES	OK	
202	OWNED SERVICE STATION	HURON #1	39 DAKOTA AVE N	Beadle	SD	Multistate	YES	NONE	
203	OWNED SERVICE STATION	ABERDEEN #3	1802 E 6TH AVE	Brown	SD	Multistate	YES	NONE	
204	OWNED SERVICE STATION	MITCHELL #1	416 W. HAVENS	Davison	SD	Multistate	YES	NONE	
205	OWNED SERVICE STATION	CAMDEN #1	169-A WEST MAIN	Benton	TN	Multistate	YES	TN	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
206	OWNED SERVICE STATION	MCKENZIE #1	802 (605) N. HIGHLAND	Carroll	TN	Multistate	YES	TN	
207	OWNED SERVICE STATION	DYERSBURG #1	1201 FORREST STREET	Dyer	TN	Multistate	YES	TN	
208	OWNED SERVICE STATION	HUMBOLDT #1	2824 EAST END DRIVE	Gibson	TN	Multistate	YES	TN	
209	OWNED SERVICE STATION	CHATTANOOGA #2008	5510 RINGGOLD RD	Hamilton	TN	Multistate	YES	TN	
210	OWNED SERVICE STATION	CHATTANOOGA #2034	2020 E. 23RD	Hamilton	TN	Multistate	YES	TN	
211	OWNED SERVICE STATION	BROWNSVILLE #1	411 EAST MAIN ST	Haywood	TN	Multistate	YES	TN	
212	OWNED SERVICE STATION	ETOWAH #2053	HWY 411E & TENN.AVE.	McMinn	TN	Multistate	YES	TN	
213	OWNED SERVICE STATION	SOUTH FULTON #1	HIGHWAY 45 EAST & 10 BROADWAY	Obion	TN	Multistate	YES	TN	
214	OWNED SERVICE STATION	MEMPHIS #7	1309 N. HOLLYWOOD	Shelby	TN	Multistate	YES	TN	
215	OWNED SERVICE STATION	MEMPHIS #8	2232 AIRWAYS BLVD	Shelby	TN	Multistate	YES	TN	
216	OWNED SERVICE STATION	KINGSPORT #2141	2005 BLOOMINGDALE PIKE	Sullivan	TN	Multistate	YES	TN	
217	OWNED SERVICE STATION	COVINGTON #1	HWY 51 SOUTH	Tipton	TN	Multistate	YES	TN	
218	OWNED SERVICE STATION	MARTIN #1	HWY 45 E & PALACE ST/309 LINDELL HIGHWAY	Weakley	TN	Multistate	YES	TN	
219	OWNED SERVICE STATION	MULESHOE #1	1414 W. AMERICAN BLVD	Bailey	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
220	OWNED SERVICE STATION	BROWNSVILLE #9078	615 CENTRAL AVE	Cameron	TX	Multistate	YES	TX	
221	OWNED SERVICE STATION	BROWNSVILLE #9079	3503 BOCA CHICA BLVD.	Cameron	TX	Multistate	YES	TX	
222	OWNED SERVICE STATION	CHILDRESS #1	111 AVENUE F NE	Childress	TX	Multistate	YES	TX	
223	OWNED SERVICE STATION	DALHART #1	W. 7TH & CHERRY ST.	Dallam	TX	Multistate	YES	TX	
224	OWNED SERVICE STATION	PAMPA #1	1801 NORTH HOBART	Gray	TX	Multistate	YES	TX	
225	OWNED SERVICE STATION	MEMPHIS #1	FRONT AND DOVER STREET	Hall	TX	Multistate	YES	TX	
226	OWNED SERVICE STATION	QUANAHA #1	601 WEST 11TH STREET	Hardeman	TX	Multistate	YES	TX	
227	OWNED SERVICE STATION	HOUSTON #9034	4525 WASHINGTON AVE.	Harris	TX	Multistate	YES	TX	
228	OWNED SERVICE STATION	HOUSTON #9048	115 WEST CAVALCADE	Harris	TX	Multistate	YES	TX	
229	OWNED SERVICE STATION	HOUSTON #9057	2506 KELLY ST.	Harris	TX	Multistate	YES	TX	
230	OWNED SERVICE STATION	HOUSTON #9062	5201 S MARTIN L KING	Harris	TX	Multistate	YES	TX	
231	OWNED SERVICE STATION	HOUSTON #9091	3120 ELYSIAN	Harris	TX	Multistate	YES	TX	
232	OWNED SERVICE STATION	HOUSTON #9092	3701 OLD SPANISH TRAIL	Harris	TX	Multistate	YES	TX	
233	OWNED SERVICE STATION	EDINBURG #9082	800 N. CLOSNER	Hidalgo	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
234	OWNED SERVICE STATION	PHARR #1060	900 BLK OF N CAGE	Hidalgo	TX	Multistate	YES	TX	
235	OWNED SERVICE STATION	BORGER #1	800 S. CEDAR	Hutchinson	TX	Multistate	YES	TX	
236	OWNED SERVICE STATION	BORGER #2	10TH & WEATHERLY	Hutchinson	TX	Multistate	YES	TX	
237	OWNED SERVICE STATION	BORGER #3	907 MONROE	Hutchinson	TX	Multistate	YES	TX	
238	OWNED SERVICE STATION	DUMAS #1	1700 SOUTH DUMAS	Moore	TX	Multistate	YES	TX	
239	OWNED SERVICE STATION	PERRYTON #3	125 NORTH MAIN	Ochiltree	TX	Multistate	YES	TX	
240	OWNED SERVICE STATION	FRIONA #1	11TH & GREEN AVE.	Parmer	TX	Multistate	YES	TX	
241	OWNED SERVICE STATION	AMARILLO #1	300 W. AMARILLO BLVD.	Potter	TX	Multistate	YES	TX	
242	OWNED SERVICE STATION	AMARILLO #3	7611 E. AMARILLO	Potter	TX	Multistate	YES	TX	
243	OWNED SERVICE STATION	AMARILLO #4	1601 N GRAND	Potter	TX	Multistate	YES	TX	
244	OWNED SERVICE STATION	AMARILLO #5	2214 SE 3RD ST.	Potter	TX	Multistate	YES	TX	
245	OWNED SERVICE STATION	AMARILLO #7	4419 SO. GEORGIA	Randall	TX	Multistate	YES	TX	
246	OWNED SERVICE STATION	CANYON #1	1301 23RD ST.	Randall	TX	Multistate	YES	TX	
247	OWNED SERVICE STATION	ODEM #9088	100 PARK AVENUE	San Patricio	TX	Multistate	YES	TX	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
248	OWNED SERVICE STATION	FORT WORTH #1	301 E.BERRY STREET	Tarrant	TX	Multistate	YES	TX	
249	OWNED SERVICE STATION	ABINGDON #2132	622 WEST MAIN	Washington	VA	Multistate	YES	NONE	
250	OWNED SERVICE STATION	GREEN BAY - 13TH AVE	609 13TH AVE	Brown	WI	Multistate	YES	WI	
251	OWNED SERVICE STATION	GREEN BAY - MASON	936 W MASON ST	Brown	WI	Multistate	YES	WI	
252	OWNED SERVICE STATION	GREEN BAY #1	2128 UNIVERSITY AVENUE	Brown	WI	Multistate	YES	WI	
253	OWNED SERVICE STATION	DEPERE	715 GEORGE STREET	DePere	WI	Multistate	YES	WI	
254	OWNED SERVICE STATION	MENOMONIE #1	1132 (1131) N. BROADWAY	Dunn	WI	Multistate	YES	WI	
255	OWNED SERVICE STATION	LACROSSE #2	2100 (2127)SOUTH AVE.	LaCrosse	WI	Multistate	YES	WI	
256	OWNED SERVICE STATION	MILWAUKEE #9	5626 W. HAMPTON	Milwaukee	WI	Multistate	YES	WI	
257	OWNED SERVICE STATION	JANESVILLE #1 - PLAT 1	ORCHARD & COURT	Rock	WI	Multistate	YES	WI	
258	OWNED SERVICE STATION	JANESVILLE #1 - PLAT 2	SW/C ORCHARD & COURT	Rock	WI	Multistate	YES	WI	
259	OWNED SERVICE STATION	NEENAH #1	960 W. WHEELER RD./906 AMERICAN DRIVE	Winnebago	WI	Multistate	YES	WI	

EXHIBIT “A-3”

Other Sites- Owned

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OTHER SITES	LAURA LODGE-MINING	PAT. MINING CLAIMS (T23S, R11E) (Additional Details on Attachment A-4)	Santa Cruz	AZ	Multistate	YES	NONE	
2	OTHER SITES	RED MOUNTAIN, AZ	PAT. MINING CLAIMS (T22S, R16E) (Additional Details on Attachment A-4)	Santa Cruz	AZ	Multistate	YES	NONE	
3	OTHER SITES	VERNON PROPERTY	MAP BOOK 6303, PAGE 004, PARCEL 029- Tract no 275 com N 89c35' E 273.52 Ft from intersection of S. Line of N	Vernon	CA	Multistate	YES	NONE	
4	OTHER SITES	VERNON PROPERTY	MAP BOOK 6303, PAGE 004, PARCEL 036- San Antonio Rancho * Por of SD RO	Vernon	CA	Multistate	YES	NONE	
5	OTHER SITES	RED MOUNTAIN, CO	PAT. MINING CLAIMS (Additional Details on Attachment A-4)	Ouray /San Juan	CO	Multistate	YES	NONE	
6	OTHER SITES	FLORIDA PHOSPHATE LANDS	POLK COUNTY - BREWSTER (31S, R23) (Additional Details on Attachment A-4)	Polk	FL	Multistate	YES	FL	
7	OTHER SITES	EAST ST. LOUIS - YARD	DSY YARD SITE	St. Clair	IL	Multistate	YES	IL	
8	OTHER SITES	FEE 312 - LAKE ROAD	LAKE ROAD	Oxford	ME	Multistate	YES	NONE	
9	OTHER SITES	LAGRANGE TERMINAL	NORTH BUSINESS HIGHWAY 61A (905 N. MAIN)	LaGrange	MO	Multistate	YES	MO	
10	OTHER SITES	HATTIESBURG SITE (PROPERTY NEAR GULF STATES FORMER WOOD TREATING SITE)	W. PINE STREET	Hattiesburg	MS	Multistate	YES	MS	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
11	OTHER SITES	OKC - COLLEGE PARK ADDN - FEE #62	LOTS 5 thru 14, BLK 31	Oklahoma	OK	Multistate	YES	OK	
12	OTHER SITES	OKC - FEE 21 PART 1 - BLK 33	NE/C NW 88 & SHARTEL	Oklahoma	OK	Multistate	YES	OK	
13	OTHER SITES	OKC - FEE 21 PART 2 - BLK 33	NE/C NW 88 & SHARTEL	Oklahoma	OK	Multistate	YES	OK	
14	OTHER SITES	OKC - FEE 21 PART 3 - BLK 13	601 NW 101 - FLORAL PARK ADDN	Oklahoma	OK	Multistate	YES	OK	
15	OTHER SITES	OKC - FEE 21 PART 4 - BLK 4	346 NW 96 - CHESTER HILL ADDN	Oklahoma	OK	Multistate	YES	OK	
16	OTHER SITES	OKC - FEE 22 HOMEDALE ADDN	900 NW 101 - HOMEDALE ADDITION	Oklahoma	OK	Multistate	YES	OK	
17	OTHER SITES	OKC - FEE 22 HOMEDALE ADDN	930 NW 107 - LOT -16, BLK 007	Oklahoma	OK	Multistate	YES	OK	
18	OTHER SITES	NASHVILLE TERMINAL #2	NASHVILLE TERMINAL	Davidson	TN	Multistate	YES	TN	
19	OTHER SITES	NASHVILLE TERMINAL #1	160 WARF AVENUE	Nashville	TN	Multistate	YES	TN	
20	OTHER SITES	CORPUS CHRISTI LANDFARM SITE/ CORPUS CHRISTI #05	144 BRANIGAN	Nueces	TX	Multistate	YES	TX	
21	OTHER SITES	CORPUS CHRISTI #02	1930 WINNEBAGO	Nueces	TX	Multistate	YES	TX	
22	OTHER SITES	CORPUS CHRISTI #03	1934 WINNEBAGO	Nueces	TX	Multistate	YES	TX	
23	OTHER SITES	CORPUS CHRISTI #04	1925 NUECES STREET	Nueces	TX	Multistate	YES	TX	
24	OTHER SITES	CORPUS CHRISTI #06	1905 NUECES STREET	Nueces	TX	Multistate	YES	TX	
25	OTHER SITES	CORPUS CHRISTI #07	NUECES ST	Nueces	TX	Multistate	YES	TX	
26	OTHER SITES	MOSS AMERICAN NPL SITE (OWNED PORTION)	9633-49 W. BROWN DEER RD	Milwaukee	WI	Multistate	YES	WI	

EXHIBIT “A-4”

Additional Information-Owned Mines

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
1	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	154 Pat Mining Claims, Millsites, (Map/Parcel Number: '009-011-25)	Lincoln County - Pioche Fire	NV	Multistate	YES	NV	
2	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	16 Pat Mining Claims, (Map/Parcel Number '09-011-41)	Lincoln County - Pioche	NV	Multistate	YES	NV	
3	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	2 Pat. Mining claims Jackrabbit (Map/Parcel Number '09-012-09)	Lincoln County	NV	Multistate	YES	NV	
4	OWNED FUNDED SITES	PATENT MINING CLAIMS NEAR BRISTOL/CASELTON	27 Pat Claims Bristol Dist. (Map/Parcel Number '09-012-16)	Lincoln County	NV	Multistate	YES	NV	
5	OTHER SITES	LAURA LODGE-MINING	Pat Mine Located in the ORO Blanco Mining Dist., MS #3048, Laura, Sec 20 & 29, T 23S R11 E (20.66 ACRES, Map/Parcel Number: 11335001)	Santa Cruz County	AZ	Multistate	YES	NONE	
6	OTHER SITES	LAURA LODGE-MINING	Patent #02-82-0029 IN Harshaw Ming Dist Sec 19 & 20 T22S R16 EMS #4767 (51.13 ACRES, Map/Parcel Number: 106-24-011 9)	Santa Cruz County	AZ	Multistate	YES	NONE	
7	OTHER SITES	LAURA LODGE-MINING	RED CASTLES #2	Santa Cruz County	AZ	Multistate	YES	NONE	
8	OTHER SITES	LAURA LODGE-MINING	RED CASTLES #8	Santa Cruz County	AZ	Multistate	YES	NONE	
9	OTHER SITES	LAURA LODGE-MINING	RED CASTLES #9	Santa Cruz County	AZ	Multistate	YES	NONE	
10	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 16	Santa Cruz	AZ	Multistate	YES	NONE	
11	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 21	Santa Cruz	AZ	Multistate	YES	NONE	
12	OTHER SITES	RED MOUNTAIN, AZ	AAGH NO. 7	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
13	OTHER SITES	RED MOUNTAIN, AZ	ANDES NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
14	OTHER SITES	RED MOUNTAIN, AZ	ANDES NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
15	OTHER SITES	RED MOUNTAIN, AZ	CHARLOTTE	Santa Cruz	AZ	Multistate	YES	NONE	
16	OTHER SITES	RED MOUNTAIN, AZ	DORFEE	Santa Cruz	AZ	Multistate	YES	NONE	
17	OTHER SITES	RED MOUNTAIN, AZ	ELNOR	Santa Cruz	AZ	Multistate	YES	NONE	
18	OTHER SITES	RED MOUNTAIN, AZ	FOX NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
19	OTHER SITES	RED MOUNTAIN, AZ	FOX NO. 5	Santa Cruz	AZ	Multistate	YES	NONE	
20	OTHER SITES	RED MOUNTAIN, AZ	GEM NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
21	OTHER SITES	RED MOUNTAIN, AZ	GEM NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
22	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
23	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 10	Santa Cruz	AZ	Multistate	YES	NONE	
24	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 11	Santa Cruz	AZ	Multistate	YES	NONE	
25	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 12	Santa Cruz	AZ	Multistate	YES	NONE	
26	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 13	Santa Cruz	AZ	Multistate	YES	NONE	
27	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 14	Santa Cruz	AZ	Multistate	YES	NONE	
28	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 15	Santa Cruz	AZ	Multistate	YES	NONE	
29	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 16	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
30	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 17	Santa Cruz	AZ	Multistate	YES	NONE	
31	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 18	Santa Cruz	AZ	Multistate	YES	NONE	
32	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 19	Santa Cruz	AZ	Multistate	YES	NONE	
33	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
34	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 20	Santa Cruz	AZ	Multistate	YES	NONE	
35	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 21	Santa Cruz	AZ	Multistate	YES	NONE	
36	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 8	Santa Cruz	AZ	Multistate	YES	NONE	
37	OTHER SITES	RED MOUNTAIN, AZ	HANK NO. 9	Santa Cruz	AZ	Multistate	YES	NONE	
38	OTHER SITES	RED MOUNTAIN, AZ	HEAVEYSIDE	Santa Cruz	AZ	Multistate	YES	NONE	
39	OTHER SITES	RED MOUNTAIN, AZ	HEAVEYSIDE NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	
40	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
41	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
42	OTHER SITES	RED MOUNTAIN, AZ	HOPE NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
43	OTHER SITES	RED MOUNTAIN, AZ	Patent #02-82-0030 in Patagonia Mining Dist Sec 19, 20,21,29,30 T22S R16 EMS (472.97 ACRES, Map/Parcel Number: 106-24-012A 1)	Santa Cruz County	AZ	Multistate	YES	NONE	
44	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
45	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 2	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
46	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
47	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 4	Santa Cruz	AZ	Multistate	YES	NONE	
48	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 5	Santa Cruz	AZ	Multistate	YES	NONE	
49	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 6	Santa Cruz	AZ	Multistate	YES	NONE	
50	OTHER SITES	RED MOUNTAIN, AZ	SOUTH RED MOUNTAIN NO. 7	Santa Cruz	AZ	Multistate	YES	NONE	
51	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 103	Santa Cruz	AZ	Multistate	YES	NONE	
52	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 113	Santa Cruz	AZ	Multistate	YES	NONE	
53	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 115	Santa Cruz	AZ	Multistate	YES	NONE	
54	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 117	Santa Cruz	AZ	Multistate	YES	NONE	
55	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 119	Santa Cruz	AZ	Multistate	YES	NONE	
56	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 121	Santa Cruz	AZ	Multistate	YES	NONE	
57	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 122	Santa Cruz	AZ	Multistate	YES	NONE	
58	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 123	Santa Cruz	AZ	Multistate	YES	NONE	
59	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 124	Santa Cruz	AZ	Multistate	YES	NONE	
60	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 125	Santa Cruz	AZ	Multistate	YES	NONE	
61	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 126	Santa Cruz	AZ	Multistate	YES	NONE	
62	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 127	Santa Cruz	AZ	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
63	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 128	Santa Cruz	AZ	Multistate	YES	NONE	
64	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 129	Santa Cruz	AZ	Multistate	YES	NONE	
65	OTHER SITES	RED MOUNTAIN, AZ	TEN GRAND NO. 98	Santa Cruz	AZ	Multistate	YES	NONE	
66	OTHER SITES	RED MOUNTAIN, AZ	TERRY NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
67	OTHER SITES	RED MOUNTAIN, AZ	UNITED VERDE NO. 1	Santa Cruz	AZ	Multistate	YES	NONE	
68	OTHER SITES	RED MOUNTAIN, AZ	UNITED VERDE NO. 3	Santa Cruz	AZ	Multistate	YES	NONE	
69	OTHER SITES	RED MOUNTAIN, CO	50% HUMBOLT, 1558, 10.33 A, #4775-063-00-008	Ouray County	CO	Multistate	YES	NONE	
70	OTHER SITES	RED MOUNTAIN, CO	BLUE BELL, 9688, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
71	OTHER SITES	RED MOUNTAIN, CO	DAISY, 4548, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
72	OTHER SITES	RED MOUNTAIN, CO	EASTERN BELLE QUARTZ, 7088, 9.84 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
73	OTHER SITES	RED MOUNTAIN, CO	ENGLISH MAID, 4548, 10.33A, #4775-082-002	Ouray County	CO	Multistate	YES	NONE	
74	OTHER SITES	RED MOUNTAIN, CO	EUREKA MNG DISTRICT; CAPITOL 6585, MARY 18589; 17.37 TOTAL ACRES	San Juan County	CO	Multistate	YES	NONE	
75	OTHER SITES	RED MOUNTAIN, CO	EUREKA MNG DISTRICT; CORA 16220, DEL MINO 18950, GOLD STANDARD 18950, GOLDEN WONDER #3 16220, KEYSTONE 18950, LITTLE MINNIE 16304, SIBLEY 18950, VESTAL 16642, WETZEL 18950, GOLDEN WONDER 16220; 59.88 TOTAL ACRES	San Juan County	CO	Multistate	YES	NONE	
76	OTHER SITES	RED MOUNTAIN, CO	EXCELSIOR 18552, 6.85 A, #4775-083-00-004	Ouray County	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
77	OTHER SITES	RED MOUNTAIN, CO	EXTENSION 1303, 2560, 10.33A, #4775-053-00-006	Ouray County	CO	Multistate	YES	NONE	
78	OTHER SITES	RED MOUNTAIN, CO	JUDSON, 2214, 6.9 A, #4775-084-00-005	Ouray County	CO	Multistate	YES	NONE	
79	OTHER SITES	RED MOUNTAIN, CO	LIGHT, 18051, 10.33 A, #4775-054-00-008	Ouray County	CO	Multistate	YES	NONE	
80	OTHER SITES	RED MOUNTAIN, CO	LITTLE MONA, 4639, 7.72 A, #4775-063-00-007	Ouray County	CO	Multistate	YES	NONE	
81	OTHER SITES	RED MOUNTAIN, CO	MAGGIE, 18552, 4.27 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
82	OTHER SITES	RED MOUNTAIN, CO	MINERAL BELT, 8071, 10.33 A, #4775-043-00-002	Ouray County	CO	Multistate	YES	NONE	
83	OTHER SITES	RED MOUNTAIN, CO	MONA'S QUEEN, 4639, 5.7 A, 4775-063-00-005	Ouray County	CO	Multistate	YES	NONE	
84	OTHER SITES	RED MOUNTAIN, CO	NEWPORT, 18552, 6.29 A, #4775-083-00-004	Ouray County	CO	Multistate	YES	NONE	
85	OTHER SITES	RED MOUNTAIN, CO	PACIFIC, 4548, 10.33A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
86	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BERNARD 16222, CAMP BIRD 18636, DRY GULCH 18636, GOLD DOLLAR 18636, GOLDEN WONDER #1 16220, GOLDEN WONDER #2 16220, GOLDEN WONDER #6 16220, IXION 17361, LIBBIE B 16220, MAMMOTH 16220, NELLIE BLY 16220, MINNIE 16896, PRODIGAL DAUGHTER 16769, TINCUP (UND 1/2 INT IN 8.83 ACRES) 16909, WITCH HAZEL 16202; 116.79 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
87	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BIG HORN #2 18516, BIG HORN #3 18516, BIG HORN #12 18516, BIG HORN #13 18516, BIG HORN #14 18516, WILSON 6689; 55.38 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
88	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BOY COTTER 18950, BOY COTTER EXT 18950, DARDENELLE 18627, J C BELL 18950, MILL 18950, WEBSTER 8438; 51.75 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
89	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BURLEIGH 18626, DETROUT 18626, KING 18626, LITTLE ROUND TOP 18626, PACIFIC SLIDE 18626, PRIMROSE 18626, VENDOME 18626, VEVA 18626; 69.75 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
90	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; BUTTERCUP 18626, CONSTELLATION 19014, CONTRA COSTA 18626, CRESCENT 19014, DAISY 18626, DEW DROP 18626, DEW DROP #2 18626, KING #1 18626, LITTLE GEM 18626, MORNING GLORY 18626, RESERVE 18626, ROSE 18626, ROSE BUD 18626, SPARTA 18626, SPARROW 18626, SYNOPSIS 18626, VIOLET 18626, WESTERN RESERVE 18626, WYANDOTE 18626, MAMMOTH 18626; 189.31 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	
91	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; CRESCENT 18672, HILLTOP 18672; 1.63 TOTAL ACRES	San Juan	CO	Multistate	YES	NONE	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
92	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; LITTLE ROCK 16274, LITTLE SIDE HILL 16274, LOS ANGELES 16274, MONTANA 15205 (BAL. OF CLAIM IN OURAY), THERESA #1 14213; 37.53 TOTAL ACRES	San Juan	CO	Multistate		NONE	
93	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; PLEASANT VIEW 19386; 3.4 TOTAL ACRES	San Juan	CO	Multistate			
94	OTHER SITES	RED MOUNTAIN, CO	RED MOUNTAIN MNG DISTRICT; ELLA 18552, EXCELSIOR 18552, JUDSON 2214, MAGGIE 18552, NEVADA (BAL OURAY) 15205, NEWPORT 18552, PENNSYLVANIA 15205, PITTSBURG 15205, RAMONA 15205; 31.49 TOTAL ACRES	San Juan	CO	Multistate			
95	OTHER SITES	RED MOUNTAIN, CO	SAILOR BOY, 1850, 10.33 A, #4775-172-00-001	Ouray County	CO	Multistate	YES	NONE	
96	OTHER SITES	RED MOUNTAIN, CO	SIERRA NEVADA, 2207, 8.6 A, #4775-063-00-009	Ouray County	CO	Multistate	YES	NONE	
97	OTHER SITES	RED MOUNTAIN, CO	SILVER BUD, 9688, 10.33 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
98	OTHER SITES	RED MOUNTAIN, CO	ST. BRIDGES, 2557, 10.33 A, #4775-064-00-014	Ouray County	CO	Multistate	YES	NONE	
99	OTHER SITES	RED MOUNTAIN, CO	SURE ENOUGH, 18060, 3.71A, #4775-063-00-009	Ouray County	CO	Multistate	YES	NONE	
100	OTHER SITES	RED MOUNTAIN, CO	TIN CUP 80%, 16909, 10.33A, #4775-172-00-002	Ouray County	CO	Multistate	YES	NONE	
101	OTHER SITES	RED MOUNTAIN, CO	TIP TOP, 18051, 10.33 A, #4775-054-00-008	Ouray County	CO	Multistate	YES	NONE	
102	OTHER SITES	RED MOUNTAIN, CO	VULCAN, 4548, 8.61 A, #4775-082-00-002	Ouray County	CO	Multistate	YES	NONE	
103	OTHER SITES	FLORIDA PHOSPHATE LANDS	EAST OF HIGHWAY 37, Pt SW/4SW/4, SE/4SW/4 (37.4 Acres)	Polk County	FL	Multistate	YES	FL	

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State	Trust	Federal Covenant Not to Sue	State Covenant Not to Sue	Other Covenant Not to Sue
104	OTHER SITES	FLORIDA PHOSPHATE LANDS	EAST OF HIGHWAY 37, NE/4NW/4 (40 Acres)	Polk County	FL	Multistate	YES	FL	
105	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt SW/4SW/4 (37.3 Acres)	Polk County	FL	Multistate	YES	FL	
106	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2, E/2SW/4, SE/4NW/4, S/2NE/4NW/4 (455 Acres)	Polk County	FL	Multistate	YES	FL	
107	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, NE/4, N/2N/2SE/4, N/2NE/4SW/4, NE/4NW/4 (295.5 Acres)	Polk County	FL	Multistate	YES	FL	
108	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, W/2SW/4, SW/4NW/4, S/2NW/4NW/4 (140 Acres)	Polk County	FL	Multistate	YES	FL	
109	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, NW/4NW/4 (40 Acres)	Polk County	FL	Multistate	YES	FL	
110	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2E/2, SE/4NE/4, S/2NE/4NE/4 (140 Acres)	Polk County	FL	Multistate	YES	FL	
111	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, E/2, E/2W/2, Pt. W/2W/2 (537.3 Acres)	Polk County	FL	Multistate	YES	FL	
112	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, W/2SW/4, Pt. E/2SW/4, S/2NW/4, S/2N/2NW/4, Pt. NW/4NW/4NW/4, NE/4NE/4 (390 Acres)	Polk County	FL	Multistate	YES	FL	
113	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, N/2NW/4 (80 Acres)	Polk County	FL	Multistate	YES	FL	
114	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, N/2NE/4, NE/4NW/4, Pt. SE/4NW/4 (60 Acres)	Polk County	FL	Multistate	YES	FL	
115	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt. W/2W/2 (30.7 Acres)	Polk County	FL	Multistate	YES	FL	
116	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt. S/2NW/4 (43.4 Acres)	Polk County	FL	Multistate	YES	FL	
117	OTHER SITES	FLORIDA PHOSPHATE LANDS	WEST OF HIGHWAY 37, Pt. S/2NE/4 & Pt. NE/4NW/4 (130 Acres)	Polk County	FL	Multistate	YES	FL	

EXHIBIT "A-5"

No.	Settlement Agreement Designation	Property Name	Property Location	City or County	State
1	NON-OWNED SERVICE STATIONS	Albertville 7070	Highway 431 South	Albertville	AL
2	NON-OWNED SERVICE STATIONS	Alexander City 50	Route 2, U.S. 280 By-Pass	Alexander City	AL
3	NON-OWNED SERVICE STATIONS	Anniston 106	2830 Noble St.	Anniston	AL
4	NON-OWNED SERVICE STATIONS	Arab	Parkway 231 North	Arab	AL
5	NON-OWNED SERVICE STATIONS	Ardmore 7203	Highway 53 South	Ardmore	AL
6	NON-OWNED SERVICE STATIONS	Athens 6085	378 Highway 72 East	Athens	AL
7	NON-OWNED SERVICE STATIONS	Athens 7083	Highway 72 West	Athens	AL
8	NON-OWNED SERVICE STATIONS	Athens	Hwy. 72E	Athens	AL
9	NON-OWNED SERVICE STATIONS	Athens	Hwy. 72W	Athens	AL
10	NON-OWNED SERVICE STATIONS	Attalla	929 5th Avenue	Attalla	AL
11	NON-OWNED SERVICE STATIONS	Bessemer 7110	929 5th Avenue N.E.	Attalla	AL
12	NON-OWNED SERVICE STATIONS	Attalla 7077	South 3rd Street	Attalla	AL
13	NON-OWNED SERVICE STATIONS	Bessemer 58	1400 First Avenue South	Bessemer	AL
14	NON-OWNED SERVICE STATIONS	Bessemer 103	1405 19th Street	Bessemer	AL
15	NON-OWNED SERVICE STATIONS	Bessemer	330 S. 14th Street	Bessemer	AL
16	NON-OWNED SERVICE STATIONS	Bessemer 17	4001 Greenwood Road	Bessemer	AL
17	NON-OWNED SERVICE STATIONS	Bessemer 43	Hall Avenue and 14th Street	Bessemer	AL
18	NON-OWNED SERVICE STATIONS	Bessemer 59	Route 8 (U.S. Highway 11)	Bessemer	AL

19	NON-OWNED SERVICE STATIONS	Birmingham 66	10th Avenue North	Birmingham	AL
20	NON-OWNED SERVICE STATIONS	Birmingham 2105	1125 Gadsden RD	Birmingham	AL
21	NON-OWNED SERVICE STATIONS	Birmingham 104	1813 Bankhead Highway	Birmingham	AL
22	NON-OWNED SERVICE STATIONS	Birmingham 7059	301 77th Street	Birmingham	AL
23	NON-OWNED SERVICE STATIONS	Birmingham 23	4401 Fourth Avenue South	Birmingham	AL
24	NON-OWNED SERVICE STATIONS	Birmingham 101	4641 Decatur Highway	Birmingham	AL
25	NON-OWNED SERVICE STATIONS	Birmingham 85	490 Forestdale Boulevard	Birmingham	AL
26	NON-OWNED SERVICE STATIONS	Birmingham 2	5501 First Avenue South	Birmingham	AL
27	NON-OWNED SERVICE STATIONS	Birmingham 102	606 Birmingham - Bessemer Super Highway	Birmingham	AL
28	NON-OWNED SERVICE STATIONS	Birmingham 84	6525 Third Avenue North	Birmingham	AL
29	NON-OWNED SERVICE STATIONS	Birmingham 80	816 Sixth Avenue South	Birmingham	AL
30	NON-OWNED SERVICE STATIONS	Birmingham 37	8211 North First Avenue	Birmingham	AL
31	NON-OWNED SERVICE STATIONS	Birmingham 7702, 8	Jefferson & 16th	Birmingham	AL
32	NON-OWNED SERVICE STATIONS	Birmingham 67	Third Avenue and 9th Street	Birmingham	AL
33	NON-OWNED SERVICE STATIONS	Birmingham 82	US Highway 78 West	Birmingham	AL
34	NON-OWNED SERVICE STATIONS	Birmingham 2167	3319 Fifth Avenue North	Birmingham	AL
35	NON-OWNED SERVICE STATIONS	Blountsville 109	State Highway 79 & US Highway 231	Blountsville	AL
36	NON-OWNED SERVICE STATIONS	Boaz KM-124-7000	303 Thomas Avenue	Boaz	AL
37	NON-OWNED SERVICE STATIONS	Boaz 7007	NW/C Highway 431 & Bethsaida Road	Boaz	AL
38	NON-OWNED SERVICE STATIONS	Center Point 86	1837 Center Point Road	Center Point	AL

39	NON-OWNED SERVICE STATIONS	Columbiana 64	State Highway 25	Columbiana	AL
40	NON-OWNED SERVICE STATIONS	Crossville	Hwy. 75S	Crossville	AL
41	NON-OWNED SERVICE STATIONS	Dothan 48	718 North Oates	Dothan	AL
42	NON-OWNED SERVICE STATIONS	East Gadsden 75	Highway 278 East	East Gadsden	AL
43	NON-OWNED SERVICE STATIONS	Fultondale 2159	US Highway 31 North	Fultondale	AL
44	NON-OWNED SERVICE STATIONS	Gadsden 7039	1325 Noccaula RD Highway 211	Gadsden	AL
45	NON-OWNED SERVICE STATIONS	Gadsden 76	22225 W. Meighan Blvd.	Gadsden	AL
46	NON-OWNED SERVICE STATIONS	Gadsden 7114	346 Albert Rains Blvd.	Gadsden	AL
47	NON-OWNED SERVICE STATIONS	Gadsden 99	Forrest Avenue and First Street	Gadsden	AL
48	NON-OWNED SERVICE STATIONS	Gadsden	Rainbow Drive	Gadsden	AL
49	NON-OWNED SERVICE STATIONS	Glencoe 7068	16051 Highway 431 South	Glencoe	AL
50	NON-OWNED SERVICE STATIONS	Grand Bay	US Highway 90	Grand Bay	AL
51	NON-OWNED SERVICE STATIONS	Guntersville 431	US Highway 431	Guntersville	AL
52	NON-OWNED SERVICE STATIONS	Hamilton 78	US Highway 78	Hamilton	AL
53	NON-OWNED SERVICE STATIONS	Highland Home K-11	US Highway 331	Highland Home	AL
54	NON-OWNED SERVICE STATIONS	Hollins 60	Highway 241	Hollins	AL
55	NON-OWNED SERVICE STATIONS	Homewood 15	2705 South 18th Street	Homewood	AL
56	NON-OWNED SERVICE STATIONS	Huntsville 53	2500 Bob Wallace Avenue	Huntsville	AL
57	NON-OWNED SERVICE STATIONS	Huntsville 7111	2821 University Drive	Huntsville	AL
58	NON-OWNED SERVICE STATIONS	Huntsville 33	611 West Clinton Street	Huntsville	AL

59	NON-OWNED SERVICE STATIONS	Huntsville 96	650 North Parkway	Huntsville	AL
60	NON-OWNED SERVICE STATIONS	Irondale 104	1813 Bankhead Highway	Irondale	AL
61	NON-OWNED SERVICE STATIONS	Jasper 115	Bankhead Highway & 2nd Avenue	Jasper	AL
62	NON-OWNED SERVICE STATIONS	Jasper 7063	Highway 69 South & 13th Avenue (near bankhead highway)	Jasper	AL
63	NON-OWNED SERVICE STATIONS	Kilpatrick 7104	Highway 168 East	Kilpatrick	AL
64	NON-OWNED SERVICE STATIONS	Loxley 21	Highway 90	Loxley or Mobile	AL
65	NON-OWNED SERVICE STATIONS	Mobile 72	1910 St. Stephens Road	Mobile	AL
66	NON-OWNED SERVICE STATIONS	Mobile 3	59 North Broad Street	Mobile	AL
67	NON-OWNED SERVICE STATIONS	Mobile 9	750 Government Street	Mobile	AL
68	NON-OWNED SERVICE STATIONS	Mobile 55	Moffat Road	Mobile	AL
69	NON-OWNED SERVICE STATIONS	Mobile 57	1051 Springhill Avenue	Mobile	AL
70	NON-OWNED SERVICE STATIONS	Montgomery 7	137 Madison Avenue	Montgomery	AL
71	NON-OWNED SERVICE STATIONS	Montgomery k-6	1521 Decatur Street	Montgomery	AL
72	NON-OWNED SERVICE STATIONS	Montgomery K-7	3452 Mobile Highway	Montgomery	AL
73	NON-OWNED SERVICE STATIONS	Tan-Kar Oil Company (11 stations, office space and storage building)	3452 Mobile Hwy	Montgomery	AL
74	NON-OWNED SERVICE STATIONS	Montgomery K-1	500 Bell Street	Montgomery	AL
75	NON-OWNED SERVICE STATIONS	Montgomery K-15	570 South Decatur Street	Montgomery	AL
76	NON-OWNED SERVICE STATIONS	Montgomery K-12	US 82 and 231	Montgomery	AL
77	NON-OWNED SERVICE STATIONS	Montgomery K-4	US Highway 80	Montgomery	AL

78	NON-OWNED SERVICE STATIONS	Morgan City 7079	Highway 231 North	Morgan City	AL
79	NON-OWNED SERVICE STATIONS	Morgan City	Hwy. 431N	Morgan City	AL
80	NON-OWNED SERVICE STATIONS	Mountainboro-Boaz 7025	Highway 431 N - Carlisle	Mountainboro Boaz	AL
81	NON-OWNED SERVICE STATIONS	Odenville 7030	Highway 411 South	Odenville	AL
82	NON-OWNED SERVICE STATIONS	Oneonta 108	402 2nd Avenue East	Oneonta	AL
83	NON-OWNED SERVICE STATIONS	Oneonta 7201	Highway 231 North	Oneonta	AL
84	NON-OWNED SERVICE STATIONS	Oneonta 7204	Highway 75 West	Oneonta	AL
85	NON-OWNED SERVICE STATIONS	Opelika 63	US Highway 29	Opelika	AL
86	NON-OWNED SERVICE STATIONS	Owens Cross Roads 7080	9642 Highway 431 South	Owens Cross Roads	AL
87	NON-OWNED SERVICE STATIONS	OXFORD	1200 SNOW	Oxford	AL
88	NON-OWNED SERVICE STATIONS	Painter-Crossville 7022	Highway 75 South	Painter-Crossville	AL
89	NON-OWNED SERVICE STATIONS	Pelham 89	US Highway 31 South of Birmingham	Pelham	AL
90	NON-OWNED SERVICE STATIONS	Phenix City 62	US 280 and 431	Phenix City	AL
91	NON-OWNED SERVICE STATIONS	Piedmont 107	State Highway 74 and US 278	Piedmont	AL
92	NON-OWNED SERVICE STATIONS	Prattville 18	Highway 31 and Alabama River	Prattville	AL
93	NON-OWNED SERVICE STATIONS	Prattville K-3	RR #1	Prattville	AL
94	NON-OWNED SERVICE STATIONS	Prattville 13	US Highway 31	Prattville	AL
95	NON-OWNED SERVICE STATIONS	Prichard 73	3000 St Stephens Road	Prichard	AL
96	NON-OWNED SERVICE STATIONS	Prichard 54	Highway 45 & Lott Road	Prichard	AL
97	NON-OWNED SERVICE STATIONS	Reform 65	US Highway 82	Reform	AL

98	NON-OWNED SERVICE STATIONS	Saraland 5071	207 Highway #43	Saraland	AL
99	NON-OWNED SERVICE STATIONS	Selma 20	1327 - 1331 Broad Street	Selma	AL
100	NON-OWNED SERVICE STATIONS	Selma K-14	US Highway 80	Selma	AL
101	NON-OWNED SERVICE STATIONS	Shawmut 158	3000 20th Avenue	Shawmut	AL
102	NON-OWNED SERVICE STATIONS	Sheffield 7098	717 East 2nd Street	Sheffield	AL
103	NON-OWNED SERVICE STATIONS	Sheffield 94	723 East Second	Sheffield	AL
104	NON-OWNED SERVICE STATIONS	Sheffield 112	Montgomery Avenue and Cohen Street	Sheffield	AL
105	NON-OWNED SERVICE STATIONS	Somerville 111	Decatur-Arab Road (Highway 67)	Somerville	AL
106	NON-OWNED SERVICE STATIONS	Southside 7084	Highway 77 South	Southside	AL
107	NON-OWNED SERVICE STATIONS	Sylacauga 7082	Highway 21 North	Sylacauga	AL
108	NON-OWNED SERVICE STATIONS	Tarrant County 7102	1021 Pinson Valley Parkway	Tarrant County	AL
109	NON-OWNED SERVICE STATIONS	Tuscaloosa 12	Greensboro Avenue and Second Street	Tuscaloosa	AL
110	NON-OWNED SERVICE STATIONS	Verbena 16	US Highway 31	Verbena	AL
111	NON-OWNED SERVICE STATIONS	Wetumpka K-8	14 miles east of Montgomery on Highway 231	Wetumpka	AL
112	NON-OWNED SERVICE STATIONS	Wetumpka 56	US Highway 231	Wetumpka	AL
113	NON-OWNED SERVICE STATIONS	Wetumpka K-2	US Highway 231	Wetumpka	AL
114	NON-OWNED SERVICE STATIONS	Winfield 114	US Highway 78	Winfield	AL
115	NON-OWNED SERVICE STATIONS	Winterborough 61	US Highway 231	Winterborough	AL
116	NON-OWNED SERVICE STATIONS	Beebe 1	Highway 67	Beebe	AR
117	NON-OWNED SERVICE STATIONS	Beebe 74		Beebe	AR

118	NON-OWNED SERVICE STATIONS	Blytheville 1	1000 South Division Street	Blytheville	AR
119	NON-OWNED SERVICE STATIONS	Blytheville 2	301 South Elm Street	Blytheville	AR
120	NON-OWNED SERVICE STATIONS	Blytheville 3	Highway 151 North	Blytheville	AR
121	NON-OWNED SERVICE STATIONS	Camden 1	SE/C California & Chestnut	Camden	AR
122	NON-OWNED SERVICE STATIONS	DeQueen 1	830 Elberta Avenue	DeQueen	AR
123	NON-OWNED SERVICE STATIONS	Eudora 5	Highway 65 & Fourth Street	Eudora	AR
124	NON-OWNED SERVICE STATIONS	Fayetteville 1	103 South School Street	Fayetteville	AR
125	NON-OWNED SERVICE STATIONS	Fayetteville 2	1236 South School Street	Fayetteville	AR
126	NON-OWNED SERVICE STATIONS	Fayetteville 4	1348 West 6th Street	Fayetteville	AR
127	NON-OWNED SERVICE STATIONS	Fayetteville 3	2402 College	Fayetteville	AR
128	NON-OWNED SERVICE STATIONS	Fort Smith 4	3825 Jenny Lind	Fort Smith	AR
129	NON-OWNED SERVICE STATIONS	Fort Smith 3	3811 Grand Avenue	Ft. Smith	AR
130	NON-OWNED SERVICE STATIONS	Ft. Smith 1	3911 Towson Avenue	Ft. Smith	AR
131	NON-OWNED SERVICE STATIONS	Fort Smith 2	5101 Jenny Lind Avenue	Ft. Smith	AR
132	NON-OWNED SERVICE STATIONS	Helena 1	Perry and Oakland Streets	Helena	AR
133	NON-OWNED SERVICE STATIONS	Hot Springs 2	2200 Albert Pike	Hot Springs	AR
134	NON-OWNED SERVICE STATIONS	Hot Springs 3	2245 Malvern Avenue	Hot Springs	AR
135	NON-OWNED SERVICE STATIONS	Hot Springs	4109 Central Avenue	Hot Springs	AR
136	NON-OWNED SERVICE STATIONS	Hoxie 1	NE/C US Highway 67 & Lindsey St.	Hoxie	AR
137	NON-OWNED SERVICE STATIONS	Jacksonville 1	106 Marshall Road	Jacksonville	AR

138	NON-OWNED SERVICE STATIONS	Little Rock 5	1100 East Roosevelt	Little Rock	AR
139	NON-OWNED SERVICE STATIONS	Little Rock 2	1823 High Street	Little Rock	AR
140	NON-OWNED SERVICE STATIONS	Little Rock 1	2801 West Markham	Little Rock	AR
141	NON-OWNED SERVICE STATIONS	Little Rock 44	West 12th Street and South Hayes	Little Rock	AR
142	NON-OWNED SERVICE STATIONS	Malvern 2	1114 East Page Avenue	Malvern	AR
143	NON-OWNED SERVICE STATIONS	Marianna 1	US Highway 79 & SH-1	Marianna	AR
144	NON-OWNED SERVICE STATIONS	Newport 1	Highway 67	Newport	AR
145	NON-OWNED SERVICE STATIONS	North Little Rock 4	224 East Broadway	North Little Rock	AR
146	NON-OWNED SERVICE STATIONS	North Little Rock 3	4600 East Broadway	North Little Rock	AR
147	NON-OWNED SERVICE STATIONS	Pine Bluff 3	1301 West Barraque	Pine Bluff	AR
148	NON-OWNED SERVICE STATIONS	PINE BLUFF	1700 N CEDAR	Pine Bluff	AR
149	NON-OWNED SERVICE STATIONS	Pine Bluff 5	2220 Olive Street	Pine Bluff	AR
150	NON-OWNED SERVICE STATIONS	Pine Bluff 4	3820 West Sixth Avenue	Pine Bluff	AR
151	NON-OWNED SERVICE STATIONS	Pine Bluff 2	NW/C US Highway 65 & Hutchinson	Pine Bluff	AR
152	NON-OWNED SERVICE STATIONS	Pine Bluff 1	US Highway 79 North & Collegiate Dr	Pine Bluff	AR
153	NON-OWNED SERVICE STATIONS	POTTSVILLE	SE/C i-40 & us 64	Pottsville	AR
154	NON-OWNED SERVICE STATIONS	Russellville 2	1021 East 4th Street	Russellville	AR
155	NON-OWNED SERVICE STATIONS	Russellville	3109 N. Main street	Russellville	AR
156	NON-OWNED SERVICE STATIONS	Searcy 1	502 W. Pleasure St.	Searcy	AR
157	NON-OWNED SERVICE STATIONS	Searcy 2	1901 East Race Street	Searcy	AR

158	NON-OWNED SERVICE STATIONS	Springdale 1	930 South Thompson Street	Springdale	AR
159	NON-OWNED SERVICE STATIONS	Springdale 2	404 W. Emma	Springdale	AR
160	NON-OWNED SERVICE STATIONS	Atlantic Beach 71	1119 Atlantic Boulevard	Atlantic Beach	FL
161	NON-OWNED SERVICE STATIONS	Atlantic Beach 75	880 Mayport Road	Atlantic Beach	FL
162	NON-OWNED SERVICE STATIONS	Boynton Beach 87	730 NW Second Avenue	Boynton Beach	FL
163	NON-OWNED SERVICE STATIONS	Clearwater 63	US Alternate Route 19 and Howard Court	Clearwater	FL
164	NON-OWNED SERVICE STATIONS	COCOA #3057	SE/C ST ROAD 520/LINCOLN ROAD	Cocoa	FL
165	NON-OWNED SERVICE STATIONS	Crystal River 44	Eastside US Highway 19	Crystal River	FL
166	NON-OWNED SERVICE STATIONS	Fernandina Beach 67	State Highway 200	Fernandina Beach	FL
167	NON-OWNED SERVICE STATIONS	Fort Walton Beach 76	54 Beal Parkway Southwest	Fort Walton Beach	FL
168	NON-OWNED SERVICE STATIONS	Ft. Walton Beach	98 Elgin Parkway N.E.	Ft. Walton Beach	FL
169	NON-OWNED SERVICE STATIONS	Gainesville 79	205 NW 8th Avenue	Gainesville	FL
170	NON-OWNED SERVICE STATIONS	Gainesville 91	2225 NW 6th	Gainesville	FL
171	NON-OWNED SERVICE STATIONS	Holly Hills 92	1094 Derbshire	Holly Hills	FL
172	NON-OWNED SERVICE STATIONS	Jacksonville 74	1112 University Boulevard	Jacksonville	FL
173	NON-OWNED SERVICE STATIONS	Jacksonville 69	4233 Brentwood	Jacksonville	FL
174	NON-OWNED SERVICE STATIONS	Jacksonville 66	4321 Moncrief Road	Jacksonville	FL
175	NON-OWNED SERVICE STATIONS	Jacksonville 70	509 South Edgewood Avenue	Jacksonville	FL
176	NON-OWNED SERVICE STATIONS	Jacksonville 55	6186 Cleveland Avenue	Jacksonville	FL
177	NON-OWNED SERVICE STATIONS	Jacksonville 90	6203 Roosevelt Boulevard	Jacksonville	FL

178	NON-OWNED SERVICE STATIONS	Jacksonville 42	7136 Atlantic Avenue	Jacksonville	FL
179	NON-OWNED SERVICE STATIONS	Jacksonville 68	725 Florida Avenue	Jacksonville	FL
180	NON-OWNED SERVICE STATIONS	Jacksonville 73	729 West Ashley Street	Jacksonville	FL
181	NON-OWNED SERVICE STATIONS	Jacksonville 41	959 Cassatt Avenue	Jacksonville	FL
182	NON-OWNED SERVICE STATIONS	Jacksonville 40	NW/C Merrill Road & Cesery Boulevard	Jacksonville	FL
183	NON-OWNED SERVICE STATIONS	Lake Worth 83	1001-05 South Dixie Highway	Lake Worth	FL
184	NON-OWNED SERVICE STATIONS	Lake Worth 84	3138 Lake Worth Road	Lake Worth	FL
185	NON-OWNED SERVICE STATIONS	Lake Worth 86	3380 South Military Trail	Lake Worth	FL
186	NON-OWNED SERVICE STATIONS	Lakeland 88	414 West Memorial Boulevard	Lakeland	FL
187	NON-OWNED SERVICE STATIONS	Largo 58	3390 E. Bay Drive	Largo	FL
188	NON-OWNED SERVICE STATIONS	Melbourne 29	2300 New Haven Street and Acacia Drive	Melbourne	FL
189	NON-OWNED SERVICE STATIONS	Merritt Island 82	325 Merritt Island Causeway	Merritt Island	FL
190	NON-OWNED SERVICE STATIONS	Ocala Power 52	US Highway Interstate 75 & State Route 40	Ocala	FL
191	NON-OWNED SERVICE STATIONS	Orlando 77	10 East Oakridge Road	Orlando	FL
192	NON-OWNED SERVICE STATIONS	Orlando 3093	1905 East Michigan	Orlando	FL
193	NON-OWNED SERVICE STATIONS	Orlando 76	7525 South Orange Avenue	Orlando	FL
194	NON-OWNED SERVICE STATIONS	Ormond Beach 3072	101 W. Granada Blvd	Ormond Beach	FL
195	NON-OWNED SERVICE STATIONS	Palatka 65	2005 Reid Road	Palatka	FL
196	NON-OWNED SERVICE STATIONS	Panama City	1920 East Fifth Street	Panama City	FL
197	NON-OWNED SERVICE STATIONS	Panama City 45	St. Andrews - Lynn Haven Road	Panama City	FL

198	NON-OWNED SERVICE STATIONS	Pensacola 47	3600 Palafox	Pensacola	FL
199	NON-OWNED SERVICE STATIONS	Pensacola 35	3806 Mobile Highway	Pensacola	FL
200	NON-OWNED SERVICE STATIONS	Perry 39	US Highway 19 South	Perry	FL
201	NON-OWNED SERVICE STATIONS	St Augustine 56	Green Acres Road & S. Highway 16	St. Augustine	FL
202	NON-OWNED SERVICE STATIONS	Tallahassee 38	1080 West Tennessee Street	Tallahassee	FL
203	NON-OWNED SERVICE STATIONS	Tampa 51	3057 West Hillsborough Avenue	Tampa	FL
204	NON-OWNED SERVICE STATIONS	Tampa 59	3337 South West Shore Boulevard	Tampa	FL
205	NON-OWNED SERVICE STATIONS	Titusville 3081	1110 Garden Street	Titusville	FL
206	NON-OWNED SERVICE STATIONS	Titusville 80	South & DeLeon Streets	Titusville	FL
207	NON-OWNED SERVICE STATIONS	West Palm Beach 85	5713 Voss Road, Mangonia Park	West Palm Beach	FL
208	NON-OWNED SERVICE STATIONS	Winter Haven 89	1506 34th Street, NW	Winter Haven	FL
209	NON-OWNED SERVICE STATIONS	Albany 47	1300 North Slappey Boulevard	Albany	GA
210	NON-OWNED SERVICE STATIONS	Albany 48	615 Radium Springs Road	Albany	GA
211	NON-OWNED SERVICE STATIONS	Alpharetta 5	125 South Main Street	Alpharetta	GA
212	NON-OWNED SERVICE STATIONS	Athens 28	1064 Baxter Street	Athens	GA
213	NON-OWNED SERVICE STATIONS	Athens 57	Oconee Street	Athens	GA
214	NON-OWNED SERVICE STATIONS	Atlanta 17	1113 Twiggs Street	Atlanta	GA
215	NON-OWNED SERVICE STATIONS	Atlanta 24	1321 Bankhead Highway	Atlanta	GA
216	NON-OWNED SERVICE STATIONS	Atlanta 11	180 Georgia Avenue S.W.	Atlanta	GA
217	NON-OWNED SERVICE STATIONS	Atlanta 11	1811 Lakewood Avenue SE	Atlanta	GA

218	NON-OWNED SERVICE STATIONS	Atlanta 12	1811 Lakewood Avenue, S.W.	Atlanta	GA
219	NON-OWNED SERVICE STATIONS	Atlanta 2091	186 Northside Drive, S.W.	Atlanta	GA
220	NON-OWNED SERVICE STATIONS	Atlanta 4	2125 Piedmont Road, N.E.	Atlanta	GA
221	NON-OWNED SERVICE STATIONS	Atlanta 3	2125 Piedmont Road, NE	Atlanta	GA
222	NON-OWNED SERVICE STATIONS	Atlanta 2	2418 Bolton Road	Atlanta	GA
223	NON-OWNED SERVICE STATIONS	Atlanta 1	2418 Bolton Road N.W.	Atlanta	GA
224	NON-OWNED SERVICE STATIONS	Atlanta 3030	280 Central Avenue	Atlanta	GA
225	NON-OWNED SERVICE STATIONS	Atlanta 10	370 Peters Street	Atlanta	GA
226	NON-OWNED SERVICE STATIONS	Atlanta 4	3955 Buford Highway	Atlanta	GA
227	NON-OWNED SERVICE STATIONS	Atlanta8	409 Mitchell Street S.W.	Atlanta	GA
228	NON-OWNED SERVICE STATIONS	Atlanta 8	409 Mitchelle Street S.W.	Atlanta	GA
229	NON-OWNED SERVICE STATIONS	Atlanta 2	4374 Roswell Road, N.W.	Atlanta	GA
230	NON-OWNED SERVICE STATIONS	Atlanta 3	4374 Roswell Road, N.W.	Atlanta	GA
231	NON-OWNED SERVICE STATIONS	Atlanta 139	646 DeKalb Avenue	Atlanta	GA
232	NON-OWNED SERVICE STATIONS	Atlanta 26	712 Hemphill Avenue	Atlanta	GA
233	NON-OWNED SERVICE STATIONS	Atlanta 31	980 Howell Mill Road	Atlanta	GA
234	NON-OWNED SERVICE STATIONS	Atlanta 92	980 Howell Mill Road	Atlanta	GA
235	NON-OWNED SERVICE STATIONS	Atlanta Bulk Plant	Avon Avenue & Sylvan Road	Atlanta	GA
236	NON-OWNED SERVICE STATIONS	Atlanta 29	Bankhead Highway	Atlanta	GA
237	NON-OWNED SERVICE STATIONS	Atlanta 30	Central & Pulliam	Atlanta	GA

238	NON-OWNED SERVICE STATIONS	Atlanta 10	108 Georgia Avenue	Atlanta	GA
239	NON-OWNED SERVICE STATIONS	Augusta 17	1113 Twiggs Street	Augusta	GA
240	NON-OWNED SERVICE STATIONS	Augusta 25	2228 Milledgeville Road	Augusta	GA
241	NON-OWNED SERVICE STATIONS	Brunswick 49	2325 Norwich Street	Brunswick	GA
242	NON-OWNED SERVICE STATIONS	Chamblee 2	3705 Buford Highway	Chamblee	GA
243	NON-OWNED SERVICE STATIONS	Chamblee 1	4477 Peachtree rd	Chamblee	GA
244	NON-OWNED SERVICE STATIONS	College Park 137	2086 Roosevelt Highway	College Park	GA
245	NON-OWNED SERVICE STATIONS	Columbus 35	3238 Cusseta Road	Columbus	GA
246	NON-OWNED SERVICE STATIONS	Dalton 23	606 East Morris	Dalton	GA
247	NON-OWNED SERVICE STATIONS	Dalton 16	900 North Glenwood Avenue	Dalton	GA
248	NON-OWNED SERVICE STATIONS	Decatur 9	1875 Candler Road	Decatur	GA
249	NON-OWNED SERVICE STATIONS	Decatur 9	1881 Candler Road	Decatur	GA
250	NON-OWNED SERVICE STATIONS	Decatur 2038	3647 Covington Highway	Decatur	GA
251	NON-OWNED SERVICE STATIONS	Dry Branch 3011	Macon Irwinton Road	Dry Branch	GA
252	NON-OWNED SERVICE STATIONS	Eatonton	Oak Street & South Madison	Eatonton	GA
253	NON-OWNED SERVICE STATIONS	Fair Oaks 7	505 Austell Road	Fair Oaks	GA
254	NON-OWNED SERVICE STATIONS	Flippen 3	SE/C Meadowbrook & Highway 351	Flippen	GA
255	NON-OWNED SERVICE STATIONS	Forest Park 2135	752 Main Street	Forest Park	GA
256	NON-OWNED SERVICE STATIONS	Fort Valley 9	Macon and Church Streets	Fort Valley	GA
257	NON-OWNED SERVICE STATIONS	Gainesville 6	1000 Athens Street	Gainesville	GA

258	NON-OWNED SERVICE STATIONS	Gainesville 9	920 Athens Avenue	Gainesville	GA
259	NON-OWNED SERVICE STATIONS	Gainesville 6	Athens Highway	Gainesville	GA
260	NON-OWNED SERVICE STATIONS	Gray 5	Gray-Milledgeville Road	Gray	GA
261	NON-OWNED SERVICE STATIONS	Green Valley 27	Highway 87	Green Valley	GA
262	NON-OWNED SERVICE STATIONS	Griffin 36	361 North Expressway	Griffin	GA
263	NON-OWNED SERVICE STATIONS	Hapeville	816 South Central Avenue	Hapeville	GA
264	NON-OWNED SERVICE STATIONS	Irwinton 13	Main Street & Highway 29 & 57	Irwinton	GA
265	NON-OWNED SERVICE STATIONS	Jenkinsburg 3028	US Highway 23	Jenkinsburg	GA
266	NON-OWNED SERVICE STATIONS	Mableton 2093	835 Bankhead Highway	Mableton	GA
267	NON-OWNED SERVICE STATIONS	Macon 24	1083 Third Street	Macon	GA
268	NON-OWNED SERVICE STATIONS	Macon 24	1095 Third Street	Macon	GA
269	NON-OWNED SERVICE STATIONS	Macon	1194 Broadway	Macon	GA
270	NON-OWNED SERVICE STATIONS	Macon 20	1503 Broadway	Macon	GA
271	NON-OWNED SERVICE STATIONS	Macon 21	161 Emery Highway	Macon	GA
272	NON-OWNED SERVICE STATIONS	Macon 2	2165 Montpelier Avenue	Macon	GA
273	NON-OWNED SERVICE STATIONS	Macon 15	2827 Houston Avenue	Macon	GA
274	NON-OWNED SERVICE STATIONS	Macon 18	3306 Forsyth Road	Macon	GA
275	NON-OWNED SERVICE STATIONS	Macon 18	3306 Vineville Avenue	Macon	GA
276	NON-OWNED SERVICE STATIONS	Macon 34	3430 Pio Nona Avenue	Macon	GA
277	NON-OWNED SERVICE STATIONS	Macon 46	3871 Broadway	Macon	GA

278	NON-OWNED SERVICE STATIONS	Macon 22	399 Walnut Street	Macon	GA
279	NON-OWNED SERVICE STATIONS	Macon 12	3992 Napier Avenue	Macon	GA
280	NON-OWNED SERVICE STATIONS	Macon 23	489 Cotton Avenue	Macon	GA
281	NON-OWNED SERVICE STATIONS	Macon 3	659 North Avenue	Macon	GA
282	NON-OWNED SERVICE STATIONS	Macon 50	727 Emery Highway & Fort Hill Road	Macon	GA
283	NON-OWNED SERVICE STATIONS	Macon 12	Belleville Station	Macon	GA
284	NON-OWNED SERVICE STATIONS	macon #3053	sw/c Hawkinsville road & allen road	Macon	GA
285	NON-OWNED SERVICE STATIONS	Macon 37	3871 Broadway	Macon	GA
286	NON-OWNED SERVICE STATIONS	Marietta 7	1410 Austell Road, Southeast	Marietta	GA
287	NON-OWNED SERVICE STATIONS	Moultrie 16	West Central & First Street, S.W.	Moultrie	GA
288	NON-OWNED SERVICE STATIONS	Moultrie 16	West Central & Trust	Moultrie	GA
289	NON-OWNED SERVICE STATIONS	Scottsdale 14	3436 East Ponce De Leon Avenue	Scottsdale	GA
290	NON-OWNED SERVICE STATIONS	Statesboro 7	Savannah and Vine Streets	Statesboro	GA
291	NON-OWNED SERVICE STATIONS	Summerville 51	463 Commerce Street	Summerville	GA
292	NON-OWNED SERVICE STATIONS	Thomaston 6	904 Barnesville Street	Thomaston	GA
293	NON-OWNED SERVICE STATIONS	Thomaston 26	US Highway 19	Thomaston	GA
294	NON-OWNED SERVICE STATIONS	Valdosta 14	651 South Patterson	Valdosta	GA
295	NON-OWNED SERVICE STATIONS	Vidalia 10	First Street	Vidalia	GA
296	NON-OWNED SERVICE STATIONS	West Point 46	100 East 8th Street	West Point	GA
297	NON-OWNED SERVICE STATIONS	Atlantic 2	7th and Walnut Streets	Atlantic	IA

298	NON-OWNED SERVICE STATIONS	Bettendorf 1	2920 State Street	Bettendorf	IA
299	NON-OWNED SERVICE STATIONS	Burlington 1	1200 N. Roosevelt Avenue	Burlington	IA
300	NON-OWNED SERVICE STATIONS	Carroll 1	US Highway 30 East	Carroll	IA
301	NON-OWNED SERVICE STATIONS	Cedar Rapids	1600 6th Street	Cedar Rapids	IA
302	NON-OWNED SERVICE STATIONS	Cedar Rapids 1	4713 6th Street	Cedar Rapids	IA
303	NON-OWNED SERVICE STATIONS	Centerville 1	220 East Maple Street	Centerville	IA
304	NON-OWNED SERVICE STATIONS	Clive 1	1725 N.W. 86th Street	Clive	IA
305	NON-OWNED SERVICE STATIONS	Cresco 1	202 2nd Avenue South	Cresco	IA
306	NON-OWNED SERVICE STATIONS	Davenport 2	2000 West River Road	Davenport	IA
307	NON-OWNED SERVICE STATIONS	Davenport 1	2920 West Locust	Davenport	IA
308	NON-OWNED SERVICE STATIONS	Denison 1	White and Prospect Streets	Denison	IA
309	NON-OWNED SERVICE STATIONS	Des Moines 2	14th & Euclid	Des Moines	IA
310	NON-OWNED SERVICE STATIONS	Des Moines 7	1824 Second Avenue	Des Moines	IA
311	NON-OWNED SERVICE STATIONS	Des Moines 9	1954 Indianola Road	Des Moines	IA
312	NON-OWNED SERVICE STATIONS	Des Moines 11	2110 West Army Post Road	Des Moines	IA
313	NON-OWNED SERVICE STATIONS	Des Moines 3	2270 Hubbell Avenue	Des Moines	IA
314	NON-OWNED SERVICE STATIONS	Des Moines 15	2814 E. University Street	Des Moines	IA
315	NON-OWNED SERVICE STATIONS	Des Moines 17	2825 Easton Boulevard	Des Moines	IA
316	NON-OWNED SERVICE STATIONS	Des Moines 10	3200 S.E. 14th	Des Moines	IA
317	NON-OWNED SERVICE STATIONS	Des Moines 16	3418 Sixth Avenue	Des Moines	IA

318	NON-OWNED SERVICE STATIONS	Des Moines 6	3426 Harding Road	Des Moines	IA
319	NON-OWNED SERVICE STATIONS	Des Moines 1	4100 S.W. Ninth St.	Des Moines	IA
320	NON-OWNED SERVICE STATIONS	Des Moines 14	4200 East Hubbell	Des Moines	IA
321	NON-OWNED SERVICE STATIONS	Des Moines 13	4675 North Second Avenue	Des Moines	IA
322	NON-OWNED SERVICE STATIONS	Des Moines 12	6900 Hickman Road	Des Moines	IA
323	NON-OWNED SERVICE STATIONS	Des Moines 4	7101 University Avenue	Des Moines	IA
324	NON-OWNED SERVICE STATIONS	Dunlap	7th & Iowa Streets	Des Moines	IA
325	NON-OWNED SERVICE STATIONS	Des Moines 8	East 14th & Des Moines	Des Moines	IA
326	NON-OWNED SERVICE STATIONS	Des Moines Bulk Station	Raccoon Street between 9th & 10th	Des Moines	IA
327	NON-OWNED SERVICE STATIONS	Fairfield 1	605 North Second Street	Fairfield	IA
328	NON-OWNED SERVICE STATIONS	Fort Dodge 1	1202 Second Avenue, South	Fort Dodge	IA
329	NON-OWNED SERVICE STATIONS	Fort Dodge 2	1500 Second Avenue, North	Fort Dodge	IA
330	NON-OWNED SERVICE STATIONS	Fort Madison 1	2311 Avenue "L"	Fort Madison	IA
331	NON-OWNED SERVICE STATIONS	Indianola 1	109 S. Jefferson Avenue	Indianola	IA
332	NON-OWNED SERVICE STATIONS	Iowa City 1	304 East Burlington	Iowa City	IA
333	NON-OWNED SERVICE STATIONS	Kellogg	Interstate 80 & County Road	Kellogg	IA
334	NON-OWNED SERVICE STATIONS	Keokuk 1	2820 Main	Keokuk	IA
335	NON-OWNED SERVICE STATIONS	LeMars 1	226 Fifth Avenue, S.W.	LeMars	IA
336	NON-OWNED SERVICE STATIONS	LeMars	234 5th Avenue	LeMars	IA
337	NON-OWNED SERVICE STATIONS	Maquoketa 1	311 East Platt Street	Maquoketa	IA

338	NON-OWNED SERVICE STATIONS	Mason City 1	North Federal and 13t Street	Mason City	IA
339	NON-OWNED SERVICE STATIONS	Missouri Valley 1	500 West Erie Street	Missouri Valley	IA
340	NON-OWNED SERVICE STATIONS	Nevada 2	1136 East 5th Street	Nevada	IA
341	NON-OWNED SERVICE STATIONS	Newton 1	1901 First Avenue	Newton	IA
342	NON-OWNED SERVICE STATIONS	Oakland 1	Main Street	Oakland	IA
343	NON-OWNED SERVICE STATIONS	Oelwein 1	935 South Frederick	Oelwein	IA
344	NON-OWNED SERVICE STATIONS	Osage 1	1428 Main Street	Osage	IA
345	NON-OWNED SERVICE STATIONS	Osceola 1	714 West McLane	Osceola	IA
346	NON-OWNED SERVICE STATIONS	Oskaloosa 1	1102 A Avenue West	Oskaloosa	IA
347	NON-OWNED SERVICE STATIONS	Ottumwa 1	1268 West 2nd	Ottumwa	IA
348	NON-OWNED SERVICE STATIONS	Ottumwa 2	201 North Madison	Ottumwa	IA
349	NON-OWNED SERVICE STATIONS	Pella 1	600 Oskaloosa Street	Pella	IA
350	NON-OWNED SERVICE STATIONS	Sheldon 1	622 Second Avenue	Sheldon	IA
351	NON-OWNED SERVICE STATIONS	Sioux City 1	322 South Lewis Road	Sioux City	IA
352	NON-OWNED SERVICE STATIONS	Sioux City	500 Wesley Way	Sioux City	IA
353	NON-OWNED SERVICE STATIONS	Storm Lake 1	420 Flindt Drive	Storm Lake	IA
354	NON-OWNED SERVICE STATIONS	Washington 1	Route 2, Box 110-A	Washington	IA
355	NON-OWNED SERVICE STATIONS	Waterloo 1	2102-2116 Lafayette	Waterloo	IA
356	NON-OWNED SERVICE STATIONS	Abingdon 1	Monmouth & Monroe Sts.	Abingdon	IL
357	NON-OWNED SERVICE STATIONS	Belleville 1	1531 Lebanon Avenue	Belleville	IL

358	NON-OWNED SERVICE STATIONS	Belvidere 1	600 Logan Avenue	Belvidere	IL
359	NON-OWNED SERVICE STATIONS	Bushnell #1	105 E. Hail Street	Bushnell	IL
360	NON-OWNED SERVICE STATIONS	Carlinville	304 East First South Street	Carlinville	IL
361	NON-OWNED SERVICE STATIONS	Centralia 1	138 N. Walnut	Centralia	IL
362	NON-OWNED SERVICE STATIONS	Charleston 1	120 Lincoln Street	Charleston	IL
363	NON-OWNED SERVICE STATIONS	Chillicothe 1	223 N. 4th	Chillicothe	IL
364	NON-OWNED SERVICE STATIONS	Clinton	105 East Van Buren	Clinton	IL
365	NON-OWNED SERVICE STATIONS	Collinsville 1	201 North Vandalia	Collinsville	IL
366	NON-OWNED SERVICE STATIONS	Decatur Bulk Station	100 Industry Court	Decatur	IL
367	NON-OWNED SERVICE STATIONS	Decatur 7	1500 East Eldorado Street	Decatur	IL
368	NON-OWNED SERVICE STATIONS	Decatur 5	274 West Wood Street	Decatur	IL
369	NON-OWNED SERVICE STATIONS	Decatur	560 East Pershing Road	Decatur	IL
370	NON-OWNED SERVICE STATIONS	DeKalb 1	1120 W. Lincoln Highway	DeKalb	IL
371	NON-OWNED SERVICE STATIONS	LEFTON IRON AND METAL	SCRAP SALVAGE SITE- 205 SOUTH 17TH STREET	East St. Louis	IL
372	NON-OWNED SERVICE STATIONS	Edwardsville	100 South Main Street	Edwardsville	IL
373	NON-OWNED SERVICE STATIONS	Effingham 1	419 West Fayette Avenue	Effingham	IL
374	NON-OWNED SERVICE STATIONS	Fairfield 1	W. Main and Clarence	Fairfield	IL
375	NON-OWNED SERVICE STATIONS	Flora 1	400 West North Avenue	Flora	IL
376	NON-OWNED SERVICE STATIONS	Freeport 1	901 South Galena	Freeport	IL

377	NON-OWNED SERVICE STATIONS	Galesburg 2	RFD 3, Knoxville Road	Galesburg	IL
378	NON-OWNED SERVICE STATIONS	Galva 1	S.E. 1st Avenue	Galva	IL
379	NON-OWNED SERVICE STATIONS	Georgetown 1	305 North Main Street	Georgetown	IL
380	NON-OWNED SERVICE STATIONS	Granite City 1	2320 Nameoki Road	Granite City	IL
381	NON-OWNED SERVICE STATIONS	Greenville 1	110 East Harris St.	Greenville	IL
382	NON-OWNED SERVICE STATIONS	Harrisburg 1	NW/C Commercial and Church Streets	Harrisburg	IL
383	NON-OWNED SERVICE STATIONS	Hoopeston 1	West Main Street and South Sixth Avenue	Hoopeston	IL
384	NON-OWNED SERVICE STATIONS	Jacksonville 1	524 East Morton Avenue	Jacksonville	IL
385	NON-OWNED SERVICE STATIONS	Kankakee 3	121 West Court Street	Kankakee	IL
386	NON-OWNED SERVICE STATIONS	Kankakee 2	750 Fair Street	Kankakee	IL
387	NON-OWNED SERVICE STATIONS	Kewanee 1	501 N. Main	Kewanee	IL
388	NON-OWNED SERVICE STATIONS	LaSalle 1	145 Third Street	LaSalle	IL
389	NON-OWNED SERVICE STATIONS	Lincoln 1	203 North Kickapoo Street	Lincoln	IL
390	NON-OWNED SERVICE STATIONS	Litchfield 1	403 E. Union Avenue	Litchfield	IL
391	NON-OWNED SERVICE STATIONS	Marion 1	1500 West Main	Marion	IL
392	NON-OWNED SERVICE STATIONS	Mattoon 1	1721 Charleston Avenue	Mattoon	IL
393	NON-OWNED SERVICE STATIONS	Mendota 1	1212 13th Avenue	Mendota	IL
394	NON-OWNED SERVICE STATIONS	Metropolis 1	NE/C Ferry & Sixth Streets	Metropolis	IL
395	NON-OWNED SERVICE STATIONS	Moline 1	4720 Bridgelane	Moline	IL
396	NON-OWNED SERVICE STATIONS	Monmouth 1	Main and Franklin	Monmouth	IL

397	NON-OWNED SERVICE STATIONS	Monticello 1	117 N. Market Street	Monticello	IL
398	NON-OWNED SERVICE STATIONS	Morrison 1	US Highway 30, North Route	Morrison	IL
399	NON-OWNED SERVICE STATIONS	mt. carmel	330 walnut ave	Mt. Carmel	IL
400	NON-OWNED SERVICE STATIONS	Mt. Pulaski	Railroad Right-of-way Site	Mt. Pulaski	IL
401	NON-OWNED SERVICE STATIONS	Mt. Vernon	100 South 15th Street	Mt. Vernon	IL
402	NON-OWNED SERVICE STATIONS	MT. VERNON	1416 S 10TH	Mt. Vernon	IL
403	NON-OWNED SERVICE STATIONS	Murphysboro 1	Sixth and Walnut Street	Murphysboro	IL
404	NON-OWNED SERVICE STATIONS	Normal	313 West Beaufort	Normal	IL
405	NON-OWNED SERVICE STATIONS	Olney 1	703 West Main Street	Olney	IL
406	NON-OWNED SERVICE STATIONS	Petersburg	219 N. 6th	Petersburg	IL
407	NON-OWNED SERVICE STATIONS	Princeton 1	Highway 26, Route 1	Princeton	IL
408	NON-OWNED SERVICE STATIONS	Rantoul 1	714 E. Champaign	Rantoul	IL
409	NON-OWNED SERVICE STATIONS	Rochelle 1	US Highway 51, North of Rochelle	Rochelle	IL
410	NON-OWNED SERVICE STATIONS	Rock Island 1	1520 11th Street	Rock Island	IL
411	NON-OWNED SERVICE STATIONS	Rock Island 3	3100 Fifth Avenue	Rock Island	IL
412	NON-OWNED SERVICE STATIONS	Rockford 3	1430 East Broadway	Rockford	IL
413	NON-OWNED SERVICE STATIONS	Rockford	2301 Harrison Avenue	Rockford	IL
414	NON-OWNED SERVICE STATIONS	Rockford 2	2903 S. Kishwaukee	Rockford	IL
415	NON-OWNED SERVICE STATIONS	Rockford 4	3410 West State Street	Rockford	IL
416	NON-OWNED SERVICE STATIONS	Salem 1	1435 West Main	Salem	IL

417	NON-OWNED SERVICE STATIONS	Springfield 3	1000 N. MacArthur	Springfield	IL
418	NON-OWNED SERVICE STATIONS	Springfield 2	2041 East Cook Street	Springfield	IL
419	NON-OWNED SERVICE STATIONS	Springfield 1	629 North 9th Street	Springfield	IL
420	NON-OWNED SERVICE STATIONS	Streator 1	Bridge Street and Bloomington	Streator	IL
421	NON-OWNED SERVICE STATIONS	Sullivan 1	305 S. Hamilton	Sullivan	IL
422	NON-OWNED SERVICE STATIONS	Sycamore #1	Route 23, Highway 23 South	Sycamore	IL
423	NON-OWNED SERVICE STATIONS	Taylorville	1101 W. Spressor street	Taylorville	IL
424	NON-OWNED SERVICE STATIONS	Taylorville 1	Highway 48 & Silver Street or 1101 Route 48 West	Taylorville	IL
425	NON-OWNED SERVICE STATIONS	Urbana 1	US Highway 45 North	Urbana	IL
426	NON-OWNED SERVICE STATIONS	Washington 1	1309 Washington Road	Washington	IL
427	NON-OWNED SERVICE STATIONS	West Frankfort 1	1110 East Main	West Frankfort	IL
428	NON-OWNED SERVICE STATIONS	Anderson 1	603 East 8th	Anderson	IN
429	NON-OWNED SERVICE STATIONS	Clermont 1	9054 Crawfordsville Road	Clermont	IN
430	NON-OWNED SERVICE STATIONS	Clermont Pipeline Terminal	W. 30th St.	Clermont	IN
431	NON-OWNED SERVICE STATIONS	Clinton 1	9th and Vine Street	Clinton	IN
432	NON-OWNED SERVICE STATIONS	Elwood 1	2034 E. Main St	Elwood	IN
433	NON-OWNED SERVICE STATIONS	Franklin 1	650 West Madison	Franklin	IN
434	NON-OWNED SERVICE STATIONS	Greencastle 1	605 Bloomington	Greencastle	IN
435	NON-OWNED SERVICE STATIONS	Indianapolis 8	2801 Post Road	Indianapolis	IN

436	NON-OWNED SERVICE STATIONS	INDIANAPOLIS	3311 KENTUCKY AVE	Indianapolis	IN
437	NON-OWNED SERVICE STATIONS	Indianapolis 2	4951 South Madison Avenue	Indianapolis	IN
438	NON-OWNED SERVICE STATIONS	Indianapolis 6	5461 East 30th Street	Indianapolis	IN
439	NON-OWNED SERVICE STATIONS	Indianapolis 1	550 South Harding Street	Indianapolis	IN
440	NON-OWNED SERVICE STATIONS	Indianapolis 7	911 West 34th Street	Indianapolis	IN
441	NON-OWNED SERVICE STATIONS	Kentland 1	5th & Seymour Streets	Kentland	IN
442	NON-OWNED SERVICE STATIONS	Lawrence 1	4715 Shadeland Avenue	Lawrence	IN
443	NON-OWNED SERVICE STATIONS	Linton 1	380 N.W. "A" Street	Linton	IN
444	NON-OWNED SERVICE STATIONS	Logansport 1	1001 Wheatland	Logansport	IN
445	NON-OWNED SERVICE STATIONS	Marion 1	1102 S. Baldwin Avenue	Marion	IN
446	NON-OWNED SERVICE STATIONS	1741 SOUTH MAIN	1741 SOUTH MAIN STREET	New Castle	IN
447	NON-OWNED SERVICE STATIONS	New Castle 1	2131 E. Broad Street	New Castle	IN
448	NON-OWNED SERVICE STATIONS	Peru 1	310 N. Broadway	Peru	IN
449	NON-OWNED SERVICE STATIONS	Plainfield 1	US Highway & Clarks Road	Plainfield	IN
450	NON-OWNED SERVICE STATIONS	Princeton 1	1600 West Broadway	Princeton	IN
451	NON-OWNED SERVICE STATIONS	Rockville 1	600 North Lincoln Road	Rockville	IN
452	NON-OWNED SERVICE STATIONS	Speedway 1	2490 Georgetown Road	Speedway	IN
453	NON-OWNED SERVICE STATIONS	Sullivan 1	Section and Johnson Street	Sullivan	IN
454	NON-OWNED SERVICE STATIONS	Terre Haute 2	1328 Poplar Street	Terre Haute	IN
455	NON-OWNED SERVICE STATIONS	Terre Haute 1	1732 North Third	Terre Haute	IN

456	NON-OWNED SERVICE STATIONS	Vincennes 1	1626 North 6th Street	Vincennes	IN
457	NON-OWNED SERVICE STATIONS	Wabash 1	958 North Cass	Wabash	IN
458	NON-OWNED SERVICE STATIONS	Ark City	601 Summit street	Ark City	KS
459	NON-OWNED SERVICE STATIONS	Arkansas City 1	601 S. Summit	Arkansas City	KS
460	NON-OWNED SERVICE STATIONS	Augusta 2	115 East 7th	Augusta	KS
461	NON-OWNED SERVICE STATIONS	Augusta 1	641 Osage	Augusta	KS
462	NON-OWNED SERVICE STATIONS	Belleville 1	28th & L Streets	Belleville	KS
463	NON-OWNED SERVICE STATIONS	Burlington 1	1124 N. 4th	Burlington	KS
464	NON-OWNED SERVICE STATIONS	Cherryvale Storage Tank	101 East Fourth Street	Cherryvale	KS
465	NON-OWNED SERVICE STATIONS	Cherryvale 1	NE/Third & Liberty (330 W. 3rd)	Cherryvale	KS
466	NON-OWNED SERVICE STATIONS	Colby	State Highway 25	Colby	KS
467	NON-OWNED SERVICE STATIONS	Concordia 1	NW/C 11th Street & Lincoln	Concordia	KS
468	NON-OWNED SERVICE STATIONS	Derby 1	230 S. Baltimore	Derby	KS
469	NON-OWNED SERVICE STATIONS	El Dorado 1	1631 West Central	El Dorado	KS
470	NON-OWNED SERVICE STATIONS	Emporia 1	1128 Commercial St.	Emporia	KS
471	NON-OWNED SERVICE STATIONS	Garden City Shop 'N Gas	308 North Sixth Street	Garden City	KS
472	NON-OWNED SERVICE STATIONS	Garden City	NE/C 11th and Kansas Street	Garden City	KS
473	NON-OWNED SERVICE STATIONS	Hays 1	401 East 8th Street	Hays	KS
474	NON-OWNED SERVICE STATIONS	Haysville 1	248 South Seneca, Haysville KS 67060	Haysville	KS
475	NON-OWNED SERVICE STATIONS	Hillsboro 1	414 S. Washington	Hillsboro	KS

476	NON-OWNED SERVICE STATIONS	Hutchinson 1	2629 East 4th Street	Hutchinson	KS
477	NON-OWNED SERVICE STATIONS	Independence	112 N. 10th Street	Independence	KS
478	NON-OWNED SERVICE STATIONS	Iola 1	201 South State Street	Iola	KS
479	NON-OWNED SERVICE STATIONS	Junction City	711 Grant Avenue	Junction City	KS
480	NON-OWNED SERVICE STATIONS	Kansas City	4732 State Avenue	Kansas City	KS
481	NON-OWNED SERVICE STATIONS	Lawrence 4	900 Illinois	Lawrence	KS
482	NON-OWNED SERVICE STATIONS	Lawrence 3	930 W. 23rd Street	Lawrence	KS
483	NON-OWNED SERVICE STATIONS	Lawrence 2	West Sixth & Lawrence	Lawrence	KS
484	NON-OWNED SERVICE STATIONS	Lawrence 1	920 N. Second Street	Lawrence	KS
485	NON-OWNED SERVICE STATIONS	Liberal 2	US 54 Highway & Jewell Street	Liberal	KS
486	NON-OWNED SERVICE STATIONS	Manhattan 1	12th and Laramie	Manhattan	KS
487	NON-OWNED SERVICE STATIONS	Manhattan 2	State Highway 18 West	Manhattan	KS
488	NON-OWNED SERVICE STATIONS	Marysville 1	203 Center Street	Marysville	KS
489	NON-OWNED SERVICE STATIONS	Oakley	US Highway 83 & Interstate 70	Oakley	KS
490	NON-OWNED SERVICE STATIONS	Ogden 1	Highway 18	Ogden	KS
491	NON-OWNED SERVICE STATIONS	Oswego 1	NW/C 6th & Ohio Street	Oswego	KS
492	NON-OWNED SERVICE STATIONS	Paola 1	NW/C Pankishaw and Silver	Paola	KS
493	NON-OWNED SERVICE STATIONS	Pittsburgh 1	719 South Broadway	Pittsburgh	KS
494	NON-OWNED SERVICE STATIONS	Russell 1	US 281 E	Russell	KS
495	NON-OWNED SERVICE STATIONS	Topeka 5	101 East Highway 24	Topeka	KS

496	NON-OWNED SERVICE STATIONS	Topeka 2	4710 South Topeka Avenue	Topeka	KS
497	NON-OWNED SERVICE STATIONS	Topeka 3	5335 South Topeka Boulevard	Topeka	KS
498	NON-OWNED SERVICE STATIONS	Topeka 4	NW/C I-70 & Valencia Road	Topeka	KS
499	NON-OWNED SERVICE STATIONS	Washington	101 West 7th Street	Washington	KS
500	NON-OWNED SERVICE STATIONS	Wellington 1	206 West 15th	Wellington	KS
501	NON-OWNED SERVICE STATIONS	Wichita 2	1439 East 13th	Wichita	KS
502	NON-OWNED SERVICE STATIONS	Wichita 5	1701 East McArthur	Wichita	KS
503	NON-OWNED SERVICE STATIONS	Wichita 9	2160 South Broadway	Wichita	KS
504	NON-OWNED SERVICE STATIONS	Wichita 6	2347 South Seneca	Wichita	KS
505	NON-OWNED SERVICE STATIONS	Wichita 8	2410 South Oliver	Wichita	KS
506	NON-OWNED SERVICE STATIONS	Wichita 3	2439 North Arkansas	Wichita	KS
507	NON-OWNED SERVICE STATIONS	Wichita 4	4710 South East Boulevard	Wichita	KS
508	NON-OWNED SERVICE STATIONS	Wichita 1	6439 Highway 54 West	Wichita	KS
509	NON-OWNED SERVICE STATIONS	Wichita 7	695 North West Street	Wichita	KS
510	NON-OWNED SERVICE STATIONS	Wichita 10	NW/C 13th & Maize Road	Wichita	KS
511	NON-OWNED SERVICE STATIONS	Yates Center 1	501 West Mary	Yates Center	KS
512	NON-OWNED SERVICE STATIONS	Bowling Green 65	1588 Laurel	Bowling Green	KY
513	NON-OWNED SERVICE STATIONS	Cave City 59	Highway 31 West	Cave City	KY
514	NON-OWNED SERVICE STATIONS	central city	highway 431 & stroud	Central City	KY
515	NON-OWNED SERVICE STATIONS	Danville	501 South Fourth Street	Danville	KY

516	NON-OWNED SERVICE STATIONS	Elizabethtown 61	US Highway 31 West at Mt. Zion Road	Elizabethtown	KY
517	NON-OWNED SERVICE STATIONS	Glasgow	528 Happy Valley Road	Glasgow	KY
518	NON-OWNED SERVICE STATIONS	Hopkinsville 130	1411 West 7th Street	Hopkinsville	KY
519	NON-OWNED SERVICE STATIONS	Jeffersontown 145	10200 Taylorsville Road	Jeffersontown	KY
520	NON-OWNED SERVICE STATIONS	Lexington 1	2172 Nicholasville Road	Lexington	KY
521	NON-OWNED SERVICE STATIONS	Lexington 67	235 New Circle Road	Lexington	KY
522	NON-OWNED SERVICE STATIONS	Lexington 4	600 East Third Street	Lexington	KY
523	NON-OWNED SERVICE STATIONS	Lexington 3	800 North Broadway	Lexington	KY
524	NON-OWNED SERVICE STATIONS	Lexington 9	901 Georgetown Road	Lexington	KY
525	NON-OWNED SERVICE STATIONS	Louisville 62	2601 Bardstown Road	Louisville	KY
526	NON-OWNED SERVICE STATIONS	Louisville 146	3323 Fern Valley Road	Louisville	KY
527	NON-OWNED SERVICE STATIONS	Louisville 66	3800 Cane Run Road	Louisville	KY
528	NON-OWNED SERVICE STATIONS	Louisville 124	4660 Poplar Level Road	Louisville	KY
529	NON-OWNED SERVICE STATIONS	Louisville 150	619 Outer Loop and Nash Road	Louisville	KY
530	NON-OWNED SERVICE STATIONS	Louisville 144	7401 Preston Highway	Louisville	KY
531	NON-OWNED SERVICE STATIONS	Louisville 60	7528 Dixie Highway	Louisville	KY
532	NON-OWNED SERVICE STATIONS	Louisville 125	Fegenbush & Watterson Trail	Louisville	KY
533	NON-OWNED SERVICE STATIONS	Louisville 126	4435 OR 4403 New Manslick Road	Louisville	KY
534	NON-OWNED SERVICE STATIONS	Louisville 153	612 Lyndon Lane	Lyndon	KY
535	NON-OWNED SERVICE STATIONS	Madisonville 122	2425 South Main Street	Madisonville	KY

536	NON-OWNED SERVICE STATIONS	Owensboro 2063	4024 East 4th Street	Owensboro	KY
537	NON-OWNED SERVICE STATIONS	Owensboro 55	623 West Ninth Street	Owensboro	KY
538	NON-OWNED SERVICE STATIONS	Paducah 2	Park Avenue West	Paducah	KY
539	NON-OWNED SERVICE STATIONS	Paris	585 West 8th Street	Paris	KY
540	NON-OWNED SERVICE STATIONS	Radcliff 133	870 South Dixie Boulevard	Radcliff	KY
541	NON-OWNED SERVICE STATIONS	Russellville 58	523 North Main Street	Russellville	KY
542	NON-OWNED SERVICE STATIONS	Shelbyville 7	1530 Midland Trail West	Shelbyville	KY
543	NON-OWNED SERVICE STATIONS	Somerset 8	SE/C West Columbia and Mt. Vernon Streets	Somerset	KY
544	NON-OWNED SERVICE STATIONS	Winchester 5	Main & Clark	Winchester	KY
545	NON-OWNED SERVICE STATIONS	WINCHESTER	us highway 277	Winchester	KY
546	NON-OWNED SERVICE STATIONS	Arcadia 5	131 East First Street	Arcadia	LA
547	NON-OWNED SERVICE STATIONS	Bastrop	701 North Washington	Bastrop	LA
548	NON-OWNED SERVICE STATIONS	Bastrop 17	West Madison and West Hickory	Bastrop	LA
549	NON-OWNED SERVICE STATIONS	Columbia 1	Pearl and Kentucky Street	Columbia	LA
550	NON-OWNED SERVICE STATIONS	Delhi 1	205 N.E. First Street	Delhi	LA
551	NON-OWNED SERVICE STATIONS	Ferriday 1	619 South 4th	Ferriday	LA
552	NON-OWNED SERVICE STATIONS	Girard Tank Yard	Railroad Right of Way	Girard	LA
553	NON-OWNED SERVICE STATIONS	Jena 1	West Oak Street	Jena	LA
554	NON-OWNED SERVICE STATIONS	Jonesboro 6	1703 Ringgold	Jonesboro	LA
555	NON-OWNED SERVICE STATIONS	Lake Providence 3	Sparrow Street	Lake Providence	LA

556	NON-OWNED SERVICE STATIONS	Minden	223 East Union Street	Minden	LA
557	NON-OWNED SERVICE STATIONS	Monroe 19	801 Wiinsboro Road	Monroe	LA
558	NON-OWNED SERVICE STATIONS	Monroe 20	Magnolia & DeSiard Street	Monroe	LA
559	NON-OWNED SERVICE STATIONS	Natchitochas	210 Hwy. 10 South	Natchitochas	LA
560	NON-OWNED SERVICE STATIONS	NATCHITOCHES #9016	210 HIGHWAY 1 SOUTH	Natchitoches	LA
561	NON-OWNED SERVICE STATIONS	Oak Grove 11	Louisiana Highway 17	Oak Grove	LA
562	NON-OWNED SERVICE STATIONS	Oak Grove 2	South Front Street	Oak Grove	LA
563	NON-OWNED SERVICE STATIONS	Opelousas 40	US Highway 90	Opelousas	LA
564	NON-OWNED SERVICE STATIONS	Ruston	East Georgia Avenue. & Monrovia Dr.	Ruston	LA
565	NON-OWNED SERVICE STATIONS	Tallulah 1	508 West Green Street	Tallulah	LA
566	NON-OWNED SERVICE STATIONS	Vidalia 1	Carter Avenue & Hickory	Vidalia	LA
567	NON-OWNED SERVICE STATIONS	West Monroe	702 Jonesboro Road	West Monroe	LA
568	NON-OWNED SERVICE STATIONS	Menominee 1	1915 Tenth Street	Menominee	MI
569	NON-OWNED SERVICE STATIONS	Ada 1	Park & West Main State Highway 200	Ada	MN
570	NON-OWNED SERVICE STATIONS	Austin 2	903 Fourth Avenue, NE	Austin	MN
571	NON-OWNED SERVICE STATIONS	Austin 1	Highway 218 South	Austin	MN
572	NON-OWNED SERVICE STATIONS	Bemidji 1	SW/C US Highway 2 and Irving Avenue	Bemidji	MN
573	NON-OWNED SERVICE STATIONS	Beroun 1	I-35 & Co. Road 14	Beroun	MN
574	NON-OWNED SERVICE STATIONS	Bloomington	5001 W. 80th Street	Bloomington	MN
575	NON-OWNED SERVICE STATIONS	Bloomington 1	855 Lyndale Avenue South	Bloomington	MN

576	NON-OWNED SERVICE STATIONS	Blue Earth 2	Highway 169 and 16	Blue Earth	MN
577	NON-OWNED SERVICE STATIONS	Cass Lake	Main and Cass Streets	Cass Lake	MN
578	NON-OWNED SERVICE STATIONS	Chisholm	Highway 169 West	Chisholm	MN
579	NON-OWNED SERVICE STATIONS	Crookston 1	Broadway & Third Streets	Crookston	MN
580	NON-OWNED SERVICE STATIONS	Detroit Lakes 1	319 East Frazee	Detroit Lakes	MN
581	NON-OWNED SERVICE STATIONS	Elk River 1	Route 2, Highway 10 & 52	Elk River	MN
582	NON-OWNED SERVICE STATIONS	Fairmont 1	415 S. State Street	Fairmont	MN
583	NON-OWNED SERVICE STATIONS	Grand Rapids 1	23 N.E. 4th Street	Grand Rapids	MN
584	NON-OWNED SERVICE STATIONS	Grand Rapids Bulk Station	Right-of-Way Site	Grand Rapids	MN
585	NON-OWNED SERVICE STATIONS	Grand Rapids 2	SW/C 6th Street and Pokegama Avenue	Grand Rapids	MN
586	NON-OWNED SERVICE STATIONS	Hastings 1	1610 S. Vermillion	Hastings	MN
587	NON-OWNED SERVICE STATIONS	Hastings 1	1701 Excelsior Avenue, North	Hastings	MN
588	NON-OWNED SERVICE STATIONS	LaCrescent 1	Rt 2, Highway 14, 16 & 61	LaCrescent	MN
589	NON-OWNED SERVICE STATIONS	Little Falls	220 Southeast First Street	Little Falls	MN
590	NON-OWNED SERVICE STATIONS	Mankato 2	328 Park Lane	Mankato	MN
591	NON-OWNED SERVICE STATIONS	Mankato 1	1301 Rhine Street	Mankato 1	MN
592	NON-OWNED SERVICE STATIONS	Marshall 1	East College Drive	Marshall	MN
593	NON-OWNED SERVICE STATIONS	McIntosh Bulk Station	Johnson Avenue & R.R. Tracks	McIntosh	MN
594	NON-OWNED SERVICE STATIONS	Melrose 1	Interstate 94 and 2nd Avenue East	Melrose	MN
595	NON-OWNED SERVICE STATIONS	Minneapolis 1	3601 Chicago Avenue	Minneapolis	MN

596	NON-OWNED SERVICE STATIONS	Minneapolis	4737 Minnehaha Avenue	Minneapolis	MN
597	NON-OWNED SERVICE STATIONS	Minneapolis Office	6701 Penn Avenue South	Minneapolis	MN
598	NON-OWNED SERVICE STATIONS	Montevideo 1	Canton and Chippewa	Montevideo	MN
599	NON-OWNED SERVICE STATIONS	Moorhead 1	21 South 8th Street	Moorhead	MN
600	NON-OWNED SERVICE STATIONS	Mountain Lake 1	East High 60	Mountain Lake	MN
601	NON-OWNED SERVICE STATIONS	New Brighton	590 Eighth Avenue, N.W.	New Brighton	MN
602	NON-OWNED SERVICE STATIONS	New Elm Bulk Station	T.H. 15 and 68 South	New Elm	MN
603	NON-OWNED SERVICE STATIONS	New Ulm 1	2125 South Broadway	New Ulm	MN
604	NON-OWNED SERVICE STATIONS	Redwood Falles 1	713 S. Mill Street	Redwood Falles	MN
605	NON-OWNED SERVICE STATIONS	Rochester 1	604 - 4th Street, S.E.	Rochester	MN
606	NON-OWNED SERVICE STATIONS	Rochester 2	I-90 and Co. Rds 6 & 8	Rochester	MN
607	NON-OWNED SERVICE STATIONS	Spring Park 1	NE/C Shouline Blvd and Seton Channel	Spring Park	MN
608	NON-OWNED SERVICE STATIONS	Springfield 1	Highway 14 / 603 West Rock Street	Springfield	MN
609	NON-OWNED SERVICE STATIONS	St. Paul Office Space	2639 University Avenue	St. Paul	MN
610	NON-OWNED SERVICE STATIONS	Staples 1	201 N.E. Second Street	Staples	MN
611	NON-OWNED SERVICE STATIONS	Walker	Minnesota Avenue and Sixth Street	Walker	MN
612	NON-OWNED SERVICE STATIONS	West St. Paul 1	1422 South Robert	West St Paul	MN
613	NON-OWNED SERVICE STATIONS	Willmar 1	716 South First Street	Willmar	MN
614	NON-OWNED SERVICE STATIONS	Anderson 1	US Highway 71	Anderson	MO
615	NON-OWNED SERVICE STATIONS	Boonville 1	1105 Main Street	Boonville	MO

616	NON-OWNED SERVICE STATIONS	Brookfield 1	Main & Canal Streets	Brookfield	MO
617	NON-OWNED SERVICE STATIONS	Carrollton	106 E. Highways 64 & 65	Carrollton	MO
618	NON-OWNED SERVICE STATIONS	Carthage 1	504 West Central	Carthage	MO
619	NON-OWNED SERVICE STATIONS	Chillicothe	301 S. Washington	Chillicothe	MO
620	NON-OWNED SERVICE STATIONS	Claycomo 1	US Highway 69 East, Rt. 2, Box 336	Claycomo	MO
621	NON-OWNED SERVICE STATIONS	Clinton	922 N. Second	Clinton	MO
622	NON-OWNED SERVICE STATIONS	Columbia 1	103 North Providence	Columbia	MO
623	NON-OWNED SERVICE STATIONS	Farmington 1	US Highway 67 & St. Genevieve Avenue	Farmington	MO
624	NON-OWNED SERVICE STATIONS	Fulton	4 Highway 54 South	Fulton	MO
625	NON-OWNED SERVICE STATIONS	Hazelwood 14	47 Village Square Shopping Center	Hazelwood	MO
626	NON-OWNED SERVICE STATIONS	Holt 1	NE/C I-35 & St. Rd. Permitted Person	Holt	MO
627	NON-OWNED SERVICE STATIONS	Independence 1	9300 East 24 Highway	Independence	MO
628	NON-OWNED SERVICE STATIONS	Jefferson City 1	800 Missouri Blvd	Jefferson City	MO
629	NON-OWNED SERVICE STATIONS	Joplin 1	1201 S. Rangeline	Joplin	MO
630	NON-OWNED SERVICE STATIONS	Joplin 4	2209 West Seventh Street	Joplin	MO
631	NON-OWNED SERVICE STATIONS	Joplin 3	2637 East 7th Street	Joplin	MO
632	NON-OWNED SERVICE STATIONS	Joplin 2	901 Illinois Street	Joplin	MO
633	NON-OWNED SERVICE STATIONS	Joplin Pipeline Terminal	ON US Highway 71	Joplin	MO
634	NON-OWNED SERVICE STATIONS	Kansas City 1	8505 Woodland	Kansas City	MO
635	NON-OWNED SERVICE STATIONS	Mexico 1	1525 East Liberty Street	Mexico	MO

636	NON-OWNED SERVICE STATIONS	Moberly 1	700 Concannon Street	Moberly	MO
637	NON-OWNED SERVICE STATIONS	Monnett 1	13th & Cleveland	Monnett	MO
638	NON-OWNED SERVICE STATIONS	Monroe City	US Highway 36	Monroe City	MO
639	NON-OWNED SERVICE STATIONS	Neosho 1	520 S. Neosho Road	Neosho	MO
640	NON-OWNED SERVICE STATIONS	Portageville 1	U.S. Highway 61	Portageville	MO
641	NON-OWNED SERVICE STATIONS	Raytown 1	10810 E. Highway 350	Raytown	MO
642	NON-OWNED SERVICE STATIONS	Rolla 1	406 East Highway 72	Rolla	MO
643	NON-OWNED SERVICE STATIONS	Sedalia	2801 West Broadway	Sedalia	MO
644	NON-OWNED SERVICE STATIONS	Springfield 3	902 South Glenstone	Springfield	MO
645	NON-OWNED SERVICE STATIONS	Springfield 1	950 South Grant Street	Springfield	MO
646	NON-OWNED SERVICE STATIONS	Union 1	310 West Highway 50	Union	MO
647	NON-OWNED SERVICE STATIONS	Warrensburg 1	215 East Young Street	Warrensburg	MO
648	NON-OWNED SERVICE STATIONS	Webb City	1309 S. Madison street	Webb City	MO
649	NON-OWNED SERVICE STATIONS	Wentzville	771 West Pearce	Wentzville	MO
650	NON-OWNED SERVICE STATIONS	Biloxi 10	79 B West Beach	Biloxi	MS
651	NON-OWNED SERVICE STATIONS	Corinth 1	320 Highway 72 East	Corinth	MS
652	NON-OWNED SERVICE STATIONS	Gulfport 22	1247 Pass Road	Gulfport	MS
653	NON-OWNED SERVICE STATIONS	Gulfport 26	2301 25th Avenue	Gulfport	MS
654	NON-OWNED SERVICE STATIONS	Gulfport 49	301 Pass Road	Gulfport	MS
655	NON-OWNED SERVICE STATIONS	Gulfport 5	NW/C Broad & West Railroad Street	Gulfport	MS

656	NON-OWNED SERVICE STATIONS	Hattiesburg 27	901 Broadway Drive	Hattiesburg	MS
657	NON-OWNED SERVICE STATIONS	Indianola 149	517 Highway 82 East	Indianola	MS
658	NON-OWNED SERVICE STATIONS	Jackson 44	1250 Flowood Drive	Jackson	MS
659	NON-OWNED SERVICE STATIONS	Jackson 4	1629 Highway 80E	Jackson	MS
660	NON-OWNED SERVICE STATIONS	Louisville 39	College & Church Streets	Louisville	MS
661	NON-OWNED SERVICE STATIONS	Meridian 29	325 Highway 11	Meridian	MS
662	NON-OWNED SERVICE STATIONS	Meridian 34	4000 - 8th Street	Meridian	MS
663	NON-OWNED SERVICE STATIONS	Moss Point 2155	4130 Main Street	Moss Point	MS
664	NON-OWNED SERVICE STATIONS	Ocean Springs 5001	1120 Highway 90	Ocean Springs	MS
665	NON-OWNED SERVICE STATIONS	Pascagoula 8	1002 Telephone Road	Pascagoula	MS
666	NON-OWNED SERVICE STATIONS	Pascagoula	3603 Chicot Road	Pascagoula	MS
667	NON-OWNED SERVICE STATIONS	Devils Lake 1	106 Fifth Street	Devils Lake	ND
668	NON-OWNED SERVICE STATIONS	Devils Lake 2	503 Fourth Street	Devils Lake	ND
669	NON-OWNED SERVICE STATIONS	Fargo 3	1213 Fourth Avenue North	Fargo	ND
670	NON-OWNED SERVICE STATIONS	FARGO	401 UNIVERSITY	Fargo	ND
671	NON-OWNED SERVICE STATIONS	Fargo 2	901 Northern Pacific Avenue	Fargo	ND
672	NON-OWNED SERVICE STATIONS	Grand Forks 1	410 N. Washington	Grand Forks	ND
673	NON-OWNED SERVICE STATIONS	Hillsboro 1	I-29 & County Road 11	Hillsboro	ND
674	NON-OWNED SERVICE STATIONS	Jamestown 1	920 4th Avenue, SE	Jamestown	ND
675	NON-OWNED SERVICE STATIONS	Oriska 1	NW/C I-94 & SH 32	Oriska	ND

676	NON-OWNED SERVICE STATIONS	Wahpeton 1	11th and Dakota Avenue, S.W.	Wahpeton	ND
677	NON-OWNED SERVICE STATIONS	West Fargo 1	239 West Main Avenue	West Fargo	ND
678	NON-OWNED SERVICE STATIONS	Beatrice 1	900 East Court	Beatrice	NE
679	NON-OWNED SERVICE STATIONS	Bellevue #1	1002 Galvin Road	Bellevue	NE
680	NON-OWNED SERVICE STATIONS	Fremont 1	1105 South Broad Street	Fremont	NE
681	NON-OWNED SERVICE STATIONS	Fremont 2	SE/C 23rd & Nye Avenue	Fremont	NE
682	NON-OWNED SERVICE STATIONS	Hastings 1	1213 West "J" Street	Hastings	NE
683	NON-OWNED SERVICE STATIONS	Lincoln 3	1060 N. 27 Street	Lincoln	NE
684	NON-OWNED SERVICE STATIONS	Lincoln 4	3001 North 70th Street	Lincoln	NE
685	NON-OWNED SERVICE STATIONS	O'Neill 1	1002 East Douglas	O'Neill	NE
686	NON-OWNED SERVICE STATIONS	Omaha Bulk Station	1126 North Eleventh Street	Omaha	NE
687	NON-OWNED SERVICE STATIONS	Omaha 1	13th and Missouri Avenue 4546 S. 13th	Omaha	NE
688	NON-OWNED SERVICE STATIONS	Omaha 4	2102 N. 24th Street	Omaha	NE
689	NON-OWNED SERVICE STATIONS	Omaha 11	2920 South 120th Street	Omaha	NE
690	NON-OWNED SERVICE STATIONS	Omaha 2	3101 Florence Blvd.	Omaha	NE
691	NON-OWNED SERVICE STATIONS	Omaha 6	3952 "Q" Street	Omaha	NE
692	NON-OWNED SERVICE STATIONS	Omaha 5	421 N. 60th Street	Omaha	NE
693	NON-OWNED SERVICE STATIONS	Omaha 16	4621 N. 24th Street	Omaha	NE
694	NON-OWNED SERVICE STATIONS	Omaha 3	5327 Center Street	Omaha	NE
695	NON-OWNED SERVICE STATIONS	Omaha 8	8724 N. 30th Street	Omaha	NE

696	NON-OWNED SERVICE STATIONS	So. Sioux City NE		Sioux City	NE
697	NON-OWNED SERVICE STATIONS	South Sioux City 2	2816 Dakota Avenue	South Sioux City	NE
698	NON-OWNED SERVICE STATIONS	South Sioux City 1	SW/C Dakota Avenue & 9th Street	South Sioux City	NE
699	NON-OWNED SERVICE STATIONS	Albuquerque 4	501 Yale Blvd, SW	Albuquerque	NM
700	NON-OWNED SERVICE STATIONS	Albuquerque 3	701 Isleta Boulevard, S.W.	Albuquerque	NM
701	NON-OWNED SERVICE STATIONS	Albuquerque 2	NE/C Louisiana and Zuni Road	Albuquerque	NM
702	NON-OWNED SERVICE STATIONS	Albuquerque #1	SW/C Central and Cypress	Albuquerque	NM
703	NON-OWNED SERVICE STATIONS	Carlsbad 1	422 East Green Street	Carlsbad	NM
704	NON-OWNED SERVICE STATIONS	Grants 1	NE/C Roosevelt Ave & Lobo Canyon rd	Grants	NM
705	NON-OWNED SERVICE STATIONS	Tucumcari	1505 E. Tucumcari	Tucumcari	NM
706	NON-OWNED SERVICE STATIONS	Tucumcari 2	716 West Tucumcari Blvd.	Tucumcari	NM
707	NON-OWNED SERVICE STATIONS	Former kerr-mcgee manufacturing facility	604 findlay street	Fostoria	OH
708	NON-OWNED SERVICE STATIONS	Ada 1	14th Street & Mississippi	Ada	OK
709	NON-OWNED SERVICE STATIONS	Ada 2	630 N. Broadway	Ada	OK
710	NON-OWNED SERVICE STATIONS	Ada 3	914 West Main Street	Ada	OK
711	NON-OWNED SERVICE STATIONS	Ada 4	Craddock Road and Highway 99	Ada	OK
712	NON-OWNED SERVICE STATIONS	Allen 1	Bulk and Service Station & Tourist Court	Allen	OK
713	NON-OWNED SERVICE STATIONS	Altus 1	721 South Main Street	Altus	OK
714	NON-OWNED SERVICE STATIONS	Alva	923 7th Street	Alva	OK

715	NON-OWNED SERVICE STATIONS	Anadarko 1	602 West Kentucky	Anadarko	OK
716	NON-OWNED SERVICE STATIONS	Anadarko 2	SW/C South Mission & Kentucky	Anadarko	OK
717	NON-OWNED SERVICE STATIONS	Antlers 1	U.S. Highway 271	Antlers	OK
718	NON-OWNED SERVICE STATIONS	Antlers 2		Antlers	OK
719	NON-OWNED SERVICE STATIONS	Ardmore 1	203 - 14th Street, N.E.	Ardmore	OK
720	NON-OWNED SERVICE STATIONS	Ardmore 2	SW/C US Highway 70 & I-35	Ardmore	OK
721	NON-OWNED SERVICE STATIONS	Atoka 1	206 N. Mississippi Avenue	Atoka	OK
722	NON-OWNED SERVICE STATIONS	Atoka 2	Highway 69	Atoka	OK
723	NON-OWNED SERVICE STATIONS	Barnsdall 1	412 West Spruce	Barnsdall	OK
724	NON-OWNED SERVICE STATIONS	Bartlesville 3	4004 Nowata Road	Bartlesville	OK
725	NON-OWNED SERVICE STATIONS	Bartlesville 1	901 E. Frank Phillips	Bartlesville	OK
726	NON-OWNED SERVICE STATIONS	Bethany 2	7104 N.W. 23rd	Bethany	OK
727	NON-OWNED SERVICE STATIONS	Blackwell 1	1502 South Main Street	Blackwell	OK
728	NON-OWNED SERVICE STATIONS	Blackwell 2	728 North Main Street	Blackwell	OK
729	NON-OWNED SERVICE STATIONS	Braman 1	NW/C I-35 & US 77	Braman	OK
730	NON-OWNED SERVICE STATIONS	Britton	301 East Britton Avenue	Britton	OK
731	NON-OWNED SERVICE STATIONS	Broken Bow 1	West First and Park Drive	Broken Bow	OK
732	NON-OWNED SERVICE STATIONS	Cache 1	507 H Street	Cache	OK
733	NON-OWNED SERVICE STATIONS	Calvin 1	U.S. 75 and 270	Calvin	OK
734	NON-OWNED SERVICE STATIONS	Chandler Bulk Station	6th and Manvel Streets	Chandler	OK

735	NON-OWNED SERVICE STATIONS	Chandler 1	Cleveland Street and US Highway 66	Chandler	OK
736	NON-OWNED SERVICE STATIONS	Checotah 1	P.O. Box 28	Checotah	OK
737	NON-OWNED SERVICE STATIONS	Cherokee 1	Highway 64 and South Ohio	Cherokee	OK
738	NON-OWNED SERVICE STATIONS	Chickasha 2	1502 South 4th Street	Chickasha	OK
739	NON-OWNED SERVICE STATIONS	Choctaw 1	Muzzy Street	Choctaw	OK
740	NON-OWNED SERVICE STATIONS	Cleveland 1	C Street and Caddo	Cleveland	OK
741	NON-OWNED SERVICE STATIONS	Clinton 1	2000 Gary Freeway	Clinton	OK
742	NON-OWNED SERVICE STATIONS	Clinton 2	NE/C 4th and Terrace	Clinton	OK
743	NON-OWNED SERVICE STATIONS	Cordell 1	1110 North Church Street	Cordell	OK
744	NON-OWNED SERVICE STATIONS	Cordell 2	1126 East Main Street	Cordell	OK
745	NON-OWNED SERVICE STATIONS	Cushing 1	1624 or 1348 East Main Street	Cushing	OK
746	NON-OWNED SERVICE STATIONS	Cushing 2	905 North Little	Cushing	OK
747	NON-OWNED SERVICE STATIONS	Cushing 3	NW/C East Main & Linwood	Cushing	OK
748	NON-OWNED SERVICE STATIONS	Davis 1	R.F.D. 1	Davis	OK
749	NON-OWNED SERVICE STATIONS	Del City	1801 S. Sunnyslane	Del City	OK
750	NON-OWNED SERVICE STATIONS	Dill City	SE/4 of Sectio 31, T 10 N, R 18 W, Washita County	Dill City	OK
751	NON-OWNED SERVICE STATIONS	Drumright 2	501 North Harley Street	Drumright	OK
752	NON-OWNED SERVICE STATIONS	Drumright Bulk Station	Wheeler Lease	Drumright	OK
753	NON-OWNED SERVICE STATIONS	Duncan 3	16th and Pine	Duncan	OK
754	NON-OWNED SERVICE STATIONS	Duncan 1	505 S. 81st Bypass	Duncan	OK

755	NON-OWNED SERVICE STATIONS	Duncan 2	706 East Highway 7	Duncan	OK
756	NON-OWNED SERVICE STATIONS	Edmond 2	1422 S. Broadway	Edmond	OK
757	NON-OWNED SERVICE STATIONS	Edmond 1	2216 West Edmond Road	Edmond	OK
758	NON-OWNED SERVICE STATIONS	El Reno 2	1519 Sunset Drive	El Reno	OK
759	NON-OWNED SERVICE STATIONS	Elk City 2	2124 West Third Street	Elk City	OK
760	NON-OWNED SERVICE STATIONS	Elk City	I-40 & County Road	Elk City	OK
761	NON-OWNED SERVICE STATIONS	Elk City 1	NE/C First & Van Buren	Elk City	OK
762	NON-OWNED SERVICE STATIONS	Enid 3	129 West Elm Street	Enid	OK
763	NON-OWNED SERVICE STATIONS	Enid 5	1609 South Van Buren	Enid	OK
764	NON-OWNED SERVICE STATIONS	Enid 4	231 West Main Street	Enid	OK
765	NON-OWNED SERVICE STATIONS	Enid 1	308 West Broadway	Enid	OK
766	NON-OWNED SERVICE STATIONS	Enid 6	424 N. Van Buren	Enid	OK
767	NON-OWNED SERVICE STATIONS	Enid 7	North 4th & Walnut	Enid	OK
768	NON-OWNED SERVICE STATIONS	Erick 1	NE/C I-40 & SH 30	Erick	OK
769	NON-OWNED SERVICE STATIONS	Eufaula 1	302 North Main Street	Eufaula	OK
770	NON-OWNED SERVICE STATIONS	Eufaula 2	State Highway 9 and US 69 Service Road	Eufaula	OK
771	NON-OWNED SERVICE STATIONS	Fairland	NW/C Connor and Main Street	Fairland	OK
772	NON-OWNED SERVICE STATIONS	Fairview	Main and Ash Streets	Fairview	OK
773	NON-OWNED SERVICE STATIONS	Frederick 1	1200 S. Main Street	Frederick	OK
774	NON-OWNED SERVICE STATIONS	Gore 1	NW/C 8th and Main Streets	Gore	OK

775	NON-OWNED SERVICE STATIONS	Guthrie 1	308 S. Division Street	Guthrie	OK
776	NON-OWNED SERVICE STATIONS	Guthrie	617-618 Division Street	Guthrie	OK
777	NON-OWNED SERVICE STATIONS	Hennessey	I-81 & I-51	Hennessey	OK
778	NON-OWNED SERVICE STATIONS	Henryetta	611 E. Main street	Henryetta	OK
779	NON-OWNED SERVICE STATIONS	Henryetta 2	SW/C East Main and F Streets	Henryetta	OK
780	NON-OWNED SERVICE STATIONS	Henryetta 1	US Highway 62 East	Henryetta	OK
781	NON-OWNED SERVICE STATIONS	Holdenville 1	7th Avenue and Hinckley Street	Holdenville	OK
782	NON-OWNED SERVICE STATIONS	Hugo 1	601 W. Jackson	Hugo	OK
783	NON-OWNED SERVICE STATIONS	Idabel 1	110 East Washington	Idabel	OK
784	NON-OWNED SERVICE STATIONS	Kansas	State Highway 33 East	Kansas	OK
785	NON-OWNED SERVICE STATIONS	Keota 1	2 miles East of Keota on State Highway 9	Keota	OK
786	NON-OWNED SERVICE STATIONS	Konawa 1	111 East Main	Konawa	OK
787	NON-OWNED SERVICE STATIONS	Lawton 4	2401 Cache Road	Lawton	OK
788	NON-OWNED SERVICE STATIONS	Lawton 6	4135 West Gore	Lawton	OK
789	NON-OWNED SERVICE STATIONS	Lexington 1	Highway 77	Lexington	OK
790	NON-OWNED SERVICE STATIONS	Lindsay 1	508 West Cherokee	Lindsay	OK
791	NON-OWNED SERVICE STATIONS	Madill	511 S. 1st street	Madill	OK
792	NON-OWNED SERVICE STATIONS	Madill 1	511 South First	Madill	OK
793	NON-OWNED SERVICE STATIONS	Maysville 1	Sixth and Ash Streets	Maysville	OK
794	NON-OWNED SERVICE STATIONS	McAlester 2	1101 E. Carl Albert	McAlester	OK

795	NON-OWNED SERVICE STATIONS	McAlester	1101 E. Carl Albert pkwy	McAlester	OK
796	NON-OWNED SERVICE STATIONS	McAlester	Ashland & Main	McAlester	OK
797	NON-OWNED SERVICE STATIONS	Midwest City	1100 N. Douglas Blvd.	Midwest City	OK
798	NON-OWNED SERVICE STATIONS	Midwest City 2	1100 North Midwest Blvd	Midwest City	OK
799	NON-OWNED SERVICE STATIONS	Midwest City 4	2725 South Midwest Blvd	Midwest City	OK
800	NON-OWNED SERVICE STATIONS	Midwest City	8917 SE 29th street	Midwest City	OK
801	NON-OWNED SERVICE STATIONS	Midwest City	N.E. 10th street & N. Midwest Blvd.	Midwest City	OK
802	NON-OWNED SERVICE STATIONS	Midwest City 1	NW/C NE 10 and Westminster	Midwest City	OK
803	NON-OWNED SERVICE STATIONS	Midwest City 5	NW/C SE 29 & Post Road	Midwest City	OK
804	NON-OWNED SERVICE STATIONS	Midwest City	SE 29th street & Sooner road	Midwest City	OK
805	NON-OWNED SERVICE STATIONS	Moore	600 SW 4th street	Moore	OK
806	NON-OWNED SERVICE STATIONS	Moore 2	714 N.W. 27th	Moore	OK
807	NON-OWNED SERVICE STATIONS	Moore	714 NW 27th street	Moore	OK
808	NON-OWNED SERVICE STATIONS	Moore	800 N.E. 12th street	Moore	OK
809	NON-OWNED SERVICE STATIONS	Moore 6	NE/C SE 19th & Eastern	Moore	OK
810	NON-OWNED SERVICE STATIONS	Moore 1	NW/C SE 119 & Sunnyslane	Moore	OK
811	NON-OWNED SERVICE STATIONS	Moore 3	SE/C 119th and Bryant	Moore	OK
812	NON-OWNED SERVICE STATIONS	Moore 4	SE/C SE 164th & Bryant Avenue	Moore	OK
813	NON-OWNED SERVICE STATIONS	Moore 4	SW 4th and Telephone Road	Moore	OK
814	NON-OWNED SERVICE STATIONS	Muskogee	101 W. Southside Blvd.	Muskogee	OK

815	NON-OWNED SERVICE STATIONS	Muskogee	111 S. 32nd street	Muskogee	OK
816	NON-OWNED SERVICE STATIONS	Muskogee 4	1202 West Okmulgee	Muskogee	OK
817	NON-OWNED SERVICE STATIONS	Muskogee	2340 Gibson street	Muskogee	OK
818	NON-OWNED SERVICE STATIONS	Muskogee	2404 E. Chandler road	Muskogee	OK
819	NON-OWNED SERVICE STATIONS	Muskogee 1	3704 West Okmulgee	Muskogee	OK
820	NON-OWNED SERVICE STATIONS	Muskogee	737 Callahan street	Muskogee	OK
821	NON-OWNED SERVICE STATIONS	Muskogee 8	838 North Main Street	Muskogee	OK
822	NON-OWNED SERVICE STATIONS	Muskogee 9	SW/C Shawnee and North 17th Street	Muskogee	OK
823	NON-OWNED SERVICE STATIONS	Mustang 2	NE/C S.W. 74th Street and Czech Hall Road	Mustang	OK
824	NON-OWNED SERVICE STATIONS	Mustang 1	NW/C SW 44th and Sara Road	Mustang	OK
825	NON-OWNED SERVICE STATIONS	Mustang 4	SE/C Sw 29th St. & Mustang Road	Mustang	OK
826	NON-OWNED SERVICE STATIONS	Mustang 3	SW/C SW 59th & Mustang Road	Mustang	OK
827	NON-OWNED SERVICE STATIONS	New Perryman		New Perryman	OK
828	NON-OWNED SERVICE STATIONS	Newcastle 1	Tuttle & Newcastle 1	Newcastle	OK
829	NON-OWNED SERVICE STATIONS	Noble 1	US Highway 77	Noble	OK
830	NON-OWNED SERVICE STATIONS	Norman	1445 W. Lindsey street	Norman	OK
831	NON-OWNED SERVICE STATIONS	Norman 2	2100 W. Main	Norman	OK
832	NON-OWNED SERVICE STATIONS	Norman	2316 E. Lindsey street	Norman	OK
833	NON-OWNED SERVICE STATIONS	Norman 1	2316 West Lindsey	Norman	OK
834	NON-OWNED SERVICE STATIONS	Norman	316 W. Robinson street	Norman	OK

835	NON-OWNED SERVICE STATIONS	Norman 10	Highway 77 SE	Norman	OK
836	NON-OWNED SERVICE STATIONS	Norman 6	NE/C SW 194th and Santa Fe Avenue	Norman	OK
837	NON-OWNED SERVICE STATIONS	Norman 4	NW/C New State Highway 9 & Douglas	Norman	OK
838	NON-OWNED SERVICE STATIONS	Norman 3	Robinson Street & Berry Street	Norman	OK
839	NON-OWNED SERVICE STATIONS	Norman 5	SW/C SE 19th and Midwest Blvd	Norman	OK
840	NON-OWNED SERVICE STATIONS	Nowata 1	216 South Ash	Nowata	OK
841	NON-OWNED SERVICE STATIONS	Okemah 1	402 North Fifth Street	Okemah	OK
842	NON-OWNED SERVICE STATIONS	Okemah 2	I-40 & State 27 Interchange	Okemah	OK
843	NON-OWNED SERVICE STATIONS	Oklahoma City	SE/C 17th and N MacArthur	Oklahoma	OK
844	NON-OWNED SERVICE STATIONS	Oklahoma City 42	100 N.E. 13th Street	Oklahoma City	OK
845	NON-OWNED SERVICE STATIONS	Oklahoma City 99	101 NW 63rd	Oklahoma City	OK
846	NON-OWNED SERVICE STATIONS	Oklahoma City 39	101 South Walker	Oklahoma City	OK
847	NON-OWNED SERVICE STATIONS	Oklahoma City 1	1023 West Main Street	Oklahoma City	OK
848	NON-OWNED SERVICE STATIONS	Oklahoma City 29	1030 North Western	Oklahoma City	OK
849	NON-OWNED SERVICE STATIONS	Southern Region Office	105 S.E. 46th Street	Oklahoma City	OK
850	NON-OWNED SERVICE STATIONS	Oklahoma City	10830 N. May avenue	Oklahoma City	OK
851	NON-OWNED SERVICE STATIONS	Oklahoma City 27	1100 S.W. 29th Street	Oklahoma City	OK
852	NON-OWNED SERVICE STATIONS	Oklahoma City 117	1207 Sovereign Row, Building A #1207B	Oklahoma City	OK
853	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & MacArthur blvd	Oklahoma City	OK
854	NON-OWNED SERVICE STATIONS	Oklahoma City	122nd street & Rockwell avenue	Oklahoma City	OK

855	NON-OWNED SERVICE STATIONS	Oklahoma City 113	12300 N. MacArthur	Oklahoma City	OK
856	NON-OWNED SERVICE STATIONS	Oklahoma City 12	1301 South Walker	Oklahoma City	OK
857	NON-OWNED SERVICE STATIONS	Oklahoma City 35	1306 East Reno	Oklahoma City	OK
858	NON-OWNED SERVICE STATIONS	Oklahoma City 60	1601 South May Avenue (near 15th)	Oklahoma City	OK
859	NON-OWNED SERVICE STATIONS	Oklahoma City 32	1724 N.W. 16th Street	Oklahoma City	OK
860	NON-OWNED SERVICE STATIONS	Oklahoma City 75	1920 N.E. Eight Street	Oklahoma City	OK
861	NON-OWNED SERVICE STATIONS	Oklahoma City 7A	201 South May Avenue	Oklahoma City	OK
862	NON-OWNED SERVICE STATIONS	Oklahoma City	201 W. Britton road	Oklahoma City	OK
863	NON-OWNED SERVICE STATIONS	Oklahoma City 57	201 West Britton Road	Oklahoma City	OK
864	NON-OWNED SERVICE STATIONS	Oklahoma City 36	2040 N.W. 23rd Street	Oklahoma City	OK
865	NON-OWNED SERVICE STATIONS	Oklahoma City Warehouse	220 N.W. Robert S. Kerr Avenue	Oklahoma City	OK
866	NON-OWNED SERVICE STATIONS	Oklahoma City 21	2321 N. Portland	Oklahoma City	OK
867	NON-OWNED SERVICE STATIONS	Oklahoma City 8	23rd & Eastern	Oklahoma City	OK
868	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Portland avenue	Oklahoma City	OK
869	NON-OWNED SERVICE STATIONS	Oklahoma City	23rd street & Rockwell avenue	Oklahoma City	OK
870	NON-OWNED SERVICE STATIONS	Oklahoma City 2	2410 S.W. 29th Street	Oklahoma City	OK
871	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	2412 SW 29TH STREET (29TH AND AGNEW)	Oklahoma City	OK
872	NON-OWNED SERVICE STATIONS	Oklahoma City 31	2419 North Classen	Oklahoma City	OK
873	NON-OWNED SERVICE STATIONS	Oklahoma City	2421 SW 29th street	Oklahoma City	OK
874	NON-OWNED SERVICE STATIONS	Oklahoma City 3	2523 Classen Blvd	Oklahoma City	OK

875	NON-OWNED SERVICE STATIONS	Oklahoma City	2523 Classen Blvd.	Oklahoma City	OK
876	NON-OWNED SERVICE STATIONS	Oklahoma City 70	2726 S. Western	Oklahoma City	OK
877	NON-OWNED SERVICE STATIONS	Oklahoma City 58	2819 South Shields	Oklahoma City	OK
878	NON-OWNED SERVICE STATIONS	Oklahoma City 54	2840 S.W. 59th	Oklahoma City	OK
879	NON-OWNED SERVICE STATIONS	Oklahoma City 38	2900 N.W. 16th	Oklahoma City	OK
880	NON-OWNED SERVICE STATIONS	Oklahoma City 12	2900 Northwest 23rd Street	Oklahoma City	OK
881	NON-OWNED SERVICE STATIONS	midwest city #3	2917 south douglas avenue	Oklahoma City	OK
882	NON-OWNED SERVICE STATIONS	Oklahoma City 83	2922 N. Lincoln	Oklahoma City	OK
883	NON-OWNED SERVICE STATIONS	Oklahoma City 34	3020 N.W. 23rd	Oklahoma City	OK
884	NON-OWNED SERVICE STATIONS	Oklahoma City 40	318 North Walnut	Oklahoma City	OK
885	NON-OWNED SERVICE STATIONS	Oklahoma City	3601 and 3603 NW 50th street	Oklahoma City	OK
886	NON-OWNED SERVICE STATIONS	Oklahoma City	36th street & May avenue	Oklahoma City	OK
887	NON-OWNED SERVICE STATIONS	Oklahoma City	3701 S. Pennsylvania avenue (near 36th street)	Oklahoma City	OK
888	NON-OWNED SERVICE STATIONS	Oklahoma City 15	3701 South Pennsylvania	Oklahoma City	OK
889	NON-OWNED SERVICE STATIONS	Oklahoma City	4015 N. Pennsylvania avenue	Oklahoma City	OK
890	NON-OWNED SERVICE STATIONS	Oklahoma City 90	4015 North Pennsylvania	Oklahoma City	OK
891	NON-OWNED SERVICE STATIONS	Oklahoma City 11	402 South Robinson Street	Oklahoma City	OK
892	NON-OWNED SERVICE STATIONS	Oklahoma City 43	4200 Newcastle Road	Oklahoma City	OK
893	NON-OWNED SERVICE STATIONS	Oklahoma City 52	4200 South May Avenue (near may and 41st)	Oklahoma City	OK

894	NON-OWNED SERVICE STATIONS	Oklahoma City 26	429 S.E. 29th Street	Oklahoma City	OK
895	NON-OWNED SERVICE STATIONS	Oklahoma City 51	4430 West Reno	Oklahoma City	OK
896	NON-OWNED SERVICE STATIONS	Oklahoma City 67	4432 N.W. 63rd	Oklahoma City	OK
897	NON-OWNED SERVICE STATIONS	Oklahoma City	4th street & Harrison avenue	Oklahoma City	OK
898	NON-OWNED SERVICE STATIONS	Oklahoma City	5101 N. Western avenue	Oklahoma City	OK
899	NON-OWNED SERVICE STATIONS	Oklahoma City 30	5101 N. Western Avenue	Oklahoma City	OK
900	NON-OWNED SERVICE STATIONS	Oklahoma City 68	5241 NW 10th Street	Oklahoma City	OK
901	NON-OWNED SERVICE STATIONS	OKLAHOMA CITY	5400 MARTIN LUTHER KING	Oklahoma City	OK
902	NON-OWNED SERVICE STATIONS	Oklahoma City 24	5529 SE 15th	Oklahoma City	OK
903	NON-OWNED SERVICE STATIONS	Oklahoma City	57th and north may	Oklahoma City	OK
904	NON-OWNED SERVICE STATIONS	Oklahoma City 16	5816 North May Avenue	Oklahoma City	OK
905	NON-OWNED SERVICE STATIONS	Oklahoma City 6	5901 South Shields	Oklahoma City	OK
906	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd & Broadway	Oklahoma City	OK
907	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & May avenue	Oklahoma City	OK
908	NON-OWNED SERVICE STATIONS	Oklahoma City	63rd street & Meridian avenue	Oklahoma City	OK
909	NON-OWNED SERVICE STATIONS	Oklahoma City 33	6401 N. May	Oklahoma City	OK
910	NON-OWNED SERVICE STATIONS	Oklahoma City 5	6602 North Western	Oklahoma City	OK
911	NON-OWNED SERVICE STATIONS	Oklahoma City 17	700 S.E. 15th	Oklahoma City	OK
912	NON-OWNED SERVICE STATIONS	Oklahoma City 18	701 N.E. 7th Street	Oklahoma City	OK
913	NON-OWNED SERVICE STATIONS	Oklahoma City 7	701 NE 8th Street	Oklahoma City	OK

914	NON-OWNED SERVICE STATIONS	Oklahoma City 114	7040 N.W. 122nd	Oklahoma City	OK
915	NON-OWNED SERVICE STATIONS	Oklahoma City 2A	723 South Walker	Oklahoma City	OK
916	NON-OWNED SERVICE STATIONS	Oklahoma City 71	7941 N.E. Expressway	Oklahoma City	OK
917	NON-OWNED SERVICE STATIONS	Oklahoma City 111	7944 W. Hefner Road	Oklahoma City	OK
918	NON-OWNED SERVICE STATIONS	Oklahoma City Bulk Station	814 South Harvey Street	Oklahoma City	OK
919	NON-OWNED SERVICE STATIONS	Oklahoma City	89th street & S. Pennsylvania avenue	Oklahoma City	OK
920	NON-OWNED SERVICE STATIONS	Oklahoma City 116	9000 South Pennsylvania	Oklahoma City	OK
921	NON-OWNED SERVICE STATIONS	Oklahoma City 93	901 South Pennsylvania	Oklahoma City	OK
922	NON-OWNED SERVICE STATIONS	Oklahoma City 37	9214 North Western	Oklahoma City	OK
923	NON-OWNED SERVICE STATIONS	Oklahoma City 108	9300 Block of N. Rockwell	Oklahoma City	OK
924	NON-OWNED SERVICE STATIONS	Oklahoma City 73	950 N.E. 23rd Street (near kelley)	Oklahoma City	OK
925	NON-OWNED SERVICE STATIONS	Oklahoma City 61	Hefner Road and Broadway Extension	Oklahoma City	OK
926	NON-OWNED SERVICE STATIONS	Oklahoma City	N. Council road & W. Hefner road	Oklahoma City	OK
927	NON-OWNED SERVICE STATIONS	Oklahoma City 106	N. of I-240 & Sooner Road	Oklahoma City	OK
928	NON-OWNED SERVICE STATIONS	Oklahoma City 13	N.E. 23rd and Post Road	Oklahoma City	OK
929	NON-OWNED SERVICE STATIONS	Oklahoma City 53	N.E. 63rd & Prospect	Oklahoma City	OK
930	NON-OWNED SERVICE STATIONS	Oklahoma City 69	N.W. 50th East of Portland	Oklahoma City	OK
931	NON-OWNED SERVICE STATIONS	Oklahoma City 115	N.W. Highway & Harvest Hills Road	Oklahoma City	OK
932	NON-OWNED SERVICE STATIONS	Billboard	N.W/C N. W. 23rd and Ann Arbor	Oklahoma City	OK
933	NON-OWNED SERVICE STATIONS	Oklahoma City 94	NE 64th & Oklahoma Avenue	Oklahoma City	OK

934	NON-OWNED SERVICE STATIONS	Oklahoma City 4	NE Corner of SE 29th & Sooner Rd.	Oklahoma City	OK
935	NON-OWNED SERVICE STATIONS	Oklahoma City 91	NE/C N. Eastern and 52nd	Oklahoma City	OK
936	NON-OWNED SERVICE STATIONS	Oklahoma City 49	NE/C N.W. 16th St. and Council Road	Oklahoma City	OK
937	NON-OWNED SERVICE STATIONS	Oklahoma City 45	NE/C Reno & Rockwell	Oklahoma City	OK
938	NON-OWNED SERVICE STATIONS	Oklahoma City 92	NE/C S.W. 39th and Portland	Oklahoma City	OK
939	NON-OWNED SERVICE STATIONS	Oklahoma City 105	NE/C SE 134 & Sunnyslane	Oklahoma City	OK
940	NON-OWNED SERVICE STATIONS	Oklahoma City 104	NE/C SW 89th & Walker	Oklahoma City	OK
941	NON-OWNED SERVICE STATIONS	Oklahoma City 44	NW 24th and MacArthur Boulevard	Oklahoma City	OK
942	NON-OWNED SERVICE STATIONS	Oklahoma City 55	NW/C 122nd and N. Kelley	Oklahoma City	OK
943	NON-OWNED SERVICE STATIONS	Oklahoma City 66	NW/C N.W. 23rd Street and Ann Arbor	Oklahoma City	OK
944	NON-OWNED SERVICE STATIONS	Oklahoma City 112	NW/C NW 122nd & Council	Oklahoma City	OK
945	NON-OWNED SERVICE STATIONS	Oklahoma City 82	NW/C Reno & Mustang Road	Oklahoma City	OK
946	NON-OWNED SERVICE STATIONS	Billboards	NW/C S.E. 29th & Douglas	Oklahoma City	OK
947	NON-OWNED SERVICE STATIONS	Oklahoma City 78	NW/C SW 44th & Rockwell	Oklahoma City	OK
948	NON-OWNED SERVICE STATIONS	Oklahoma City 100	NW/C Wilshire & Harvey	Oklahoma City	OK
949	NON-OWNED SERVICE STATIONS	Billboard	S.E. CN.W. 63rd and Meridian	Oklahoma City	OK
950	NON-OWNED SERVICE STATIONS	Oklahoma City 41	S.W. 13th and May Avenue	Oklahoma City	OK
951	NON-OWNED SERVICE STATIONS	Oklahoma City 20	S.W. 44th and Pennsylvania	Oklahoma City	OK
952	NON-OWNED SERVICE STATIONS	Oklahoma City 86	SE/C NW 10 & Morgan Road	Oklahoma City	OK

953	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
954	NON-OWNED SERVICE STATIONS	OKC - MEEKER #2 FARM	SE/C NW 164 STREET & PORTLAND AVENUE	Oklahoma City	OK
955	NON-OWNED SERVICE STATIONS	Oklahoma City 103	SE/C of SW 44th & MacArthur	Oklahoma City	OK
956	NON-OWNED SERVICE STATIONS	Billboard	SE/C S.W. 59th & May	Oklahoma City	OK
957	NON-OWNED SERVICE STATIONS	Oklahoma City 76	SE/C SE 149th & Sooner Road	Oklahoma City	OK
958	NON-OWNED SERVICE STATIONS	Oklahoma City 80	SE/C SW 134th & S. Pennsylvania	Oklahoma City	OK
959	NON-OWNED SERVICE STATIONS	Oklahoma City 48	SE/C SW 29th & Meridian	Oklahoma City	OK
960	NON-OWNED SERVICE STATIONS	Billboard	SE/C West Reno and Meridian	Oklahoma City	OK
961	NON-OWNED SERVICE STATIONS	Knox Service Station, Job 5	Southwest 29th and Harvey	Oklahoma City	OK
962	NON-OWNED SERVICE STATIONS	Oklahoma City 72	Styll Road and Northwest Highway.	Oklahoma City	OK
963	NON-OWNED SERVICE STATIONS	Oklahoma City	SW 59th street & May avenue	Oklahoma City	OK
964	NON-OWNED SERVICE STATIONS	Oklahoma City	sw 8th and pennsylvania ave	Oklahoma City	OK
965	NON-OWNED SERVICE STATIONS	Oklahoma City 97	SW/C N. Western & Memorial Road	Oklahoma City	OK
966	NON-OWNED SERVICE STATIONS	Oklahoma City 81	SW/C NW 10th & Mustang Road	Oklahoma City	OK
967	NON-OWNED SERVICE STATIONS	Oklahoma City 107	SW/C SE 89 & Sooner Road	Oklahoma City	OK
968	NON-OWNED SERVICE STATIONS	Oklahoma City 95	SW/C SW 29th & Morgan Road	Oklahoma City	OK
969	NON-OWNED SERVICE STATIONS	Oklahoma City	w. Reno avenue & s. Meridian street	Oklahoma City	OK
970	NON-OWNED SERVICE STATIONS	Oklahoma City 50	NEC SW 44th & MacArthur	Oklahoma City	OK
971	NON-OWNED SERVICE STATIONS	Oklahoma City 47	SW/C N. W. Highway & MacArthur Blvd	Oklahoma City	OK

972	NON-OWNED SERVICE STATIONS	Oklahoma City 100	W. side of S. Western near 93rd Street (9128 western road)	Oklahoma City	OK
973	NON-OWNED SERVICE STATIONS	Okmulgee	10 N. Wood Drive	Okmulgee	OK
974	NON-OWNED SERVICE STATIONS	Okmulgee 1	200 South Muskogee Street	Okmulgee	OK
975	NON-OWNED SERVICE STATIONS	Okmulgee 3	210 N. Wood Drive	Okmulgee	OK
976	NON-OWNED SERVICE STATIONS	Okmulgee 2	Okmulgee and Fourth Streets	Okmulgee	OK
977	NON-OWNED SERVICE STATIONS	Owasso 1	101 S. Main	Owasso	OK
978	NON-OWNED SERVICE STATIONS	PAULS VALLEY	900 S CHICKASAW	Pauls Valley	OK
979	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 136, Lake Keystone	Pawnee	OK
980	NON-OWNED SERVICE STATIONS	Pawnee County	Fee 86 Arkansas River Property	Pawnee	OK
981	NON-OWNED SERVICE STATIONS	Perry		Perry	OK
982	NON-OWNED SERVICE STATIONS	Pierce 307	SW/C I-40 & Pierce Road	Pierce	OK
983	NON-OWNED SERVICE STATIONS	Ponca City 2	200 East Highland	Ponca City	OK
984	NON-OWNED SERVICE STATIONS	Ponca City	500 E. Hartford avenue	Ponca City	OK
985	NON-OWNED SERVICE STATIONS	Ponca City 3	Highway U.S. 60 West	Ponca City	OK
986	NON-OWNED SERVICE STATIONS	Ponca City 1	South 4th Street and East South Avenue	Ponca City	OK
987	NON-OWNED SERVICE STATIONS	Poteau 1	500 North Front Street	Poteau	OK
988	NON-OWNED SERVICE STATIONS	Poteau	701 Highway	Poteau	OK
989	NON-OWNED SERVICE STATIONS	Poteau Bulk Station	East Dewey and KCS right-of-way	Poteau	OK
990	NON-OWNED SERVICE STATIONS	Pryor 1	Highway 69	Pryor	OK

991	NON-OWNED SERVICE STATIONS	Purcell 1	508 South Green Street	Purcell	OK
992	NON-OWNED SERVICE STATIONS	Purcell 2	630 S. Green Avenue	Purcell	OK
993	NON-OWNED SERVICE STATIONS	Rush Springs 1	West Side U.S. Highway 81	Rush Springs	OK
994	NON-OWNED SERVICE STATIONS	Sallisaw	1101 E. Cherokee avenue	Sallisaw	OK
995	NON-OWNED SERVICE STATIONS	Sapulpa 2	501 Dewey Avenue	Sapulpa	OK
996	NON-OWNED SERVICE STATIONS	Sapulpa 1	717 E. Dewey St.	Sapulpa	OK
997	NON-OWNED SERVICE STATIONS	Shattuck 1	NE/C Main & 8th	Shattuck	OK
998	NON-OWNED SERVICE STATIONS	Shawnee 3	1501 North Kickapoo	Shawnee	OK
999	NON-OWNED SERVICE STATIONS	Shawnee 1	301 East Highland Street	Shawnee	OK
1000	NON-OWNED SERVICE STATIONS	Shawnee 4	NE/C I-40 & St. Highway 9A	Shawnee	OK
1001	NON-OWNED SERVICE STATIONS	Spencer 1	SW/C NE 36th & Spencer Road	Spencer	OK
1002	NON-OWNED SERVICE STATIONS	Spiro 1		Spiro	OK
1003	NON-OWNED SERVICE STATIONS	Stigler 2	701 Maine Street	Stigler	OK
1004	NON-OWNED SERVICE STATIONS	Stigler 1	310 West Main	Stigler	OK
1005	NON-OWNED SERVICE STATIONS	Stillwater 1	1124 Boomer Road	Stillwater	OK
1006	NON-OWNED SERVICE STATIONS	Stillwater	1124 N. Boomer Road	Stillwater	OK
1007	NON-OWNED SERVICE STATIONS	Stillwater	424 W. 6th Street	Stillwater	OK
1008	NON-OWNED SERVICE STATIONS	Tahlequah	1909 S. Muskogee avenue	Tahlequah	OK
1009	NON-OWNED SERVICE STATIONS	Tahlequah	904 S. Muskogee	Tahlequah	OK
1010	NON-OWNED SERVICE STATIONS	Tishomingo 2	Highway 78 East	Tishomingo	OK

1011	NON-OWNED SERVICE STATIONS	Tishomingo 1	Highway 99 (705 North Kemp)	Tishomingo	OK
1012	NON-OWNED SERVICE STATIONS	Tulsa	10519 E. 11th street	Tulsa	OK
1013	NON-OWNED SERVICE STATIONS	Tulsa 29	10519 East 11th Street	Tulsa	OK
1014	NON-OWNED SERVICE STATIONS	Tulsa 8	1435 South Lewis	Tulsa	OK
1015	NON-OWNED SERVICE STATIONS	Tulsa 21	1706 East Pine Street	Tulsa	OK
1016	NON-OWNED SERVICE STATIONS	Tulsa 9	1823 East Third Street	Tulsa	OK
1017	NON-OWNED SERVICE STATIONS	Tulsa 3	209 S. Peoria	Tulsa	OK
1018	NON-OWNED SERVICE STATIONS	Tulsa 10	21st and Lewis Avenue	Tulsa	OK
1019	NON-OWNED SERVICE STATIONS	Tulsa 28	2341 Southwest Boulevard	Tulsa	OK
1020	NON-OWNED SERVICE STATIONS	Tulsa 33	2604 East Apache	Tulsa	OK
1021	NON-OWNED SERVICE STATIONS	Tulsa 17	2797 North Peoria	Tulsa	OK
1022	NON-OWNED SERVICE STATIONS	Tulsa 6	3252 Southwest Boulevard	Tulsa	OK
1023	NON-OWNED SERVICE STATIONS	Tulsa 23	3625 South Sheridan	Tulsa	OK
1024	NON-OWNED SERVICE STATIONS	Tulsa 1	3917 East 11th Street	Tulsa	OK
1025	NON-OWNED SERVICE STATIONS	Tulsa 2	4106 East Admiral Place	Tulsa	OK
1026	NON-OWNED SERVICE STATIONS	Tulsa 20	6110 East 11th Street	Tulsa	OK
1027	NON-OWNED SERVICE STATIONS	Tulsa 34	6505 E. 91st Street South	Tulsa	OK
1028	NON-OWNED SERVICE STATIONS	Tulsa	6505 S. 91st Street	Tulsa	OK
1029	NON-OWNED SERVICE STATIONS	Tulsa 22	6624 E. Pine	Tulsa	OK
1030	NON-OWNED SERVICE STATIONS	Tulsa 19	7200 Charles Page Boulevard	Tulsa	OK

1031	NON-OWNED SERVICE STATIONS	Tulsa 5	7640 Sand Springs Road	Tulsa	OK
1032	NON-OWNED SERVICE STATIONS	Tulsa 7	823 South Boston Avenue	Tulsa	OK
1033	NON-OWNED SERVICE STATIONS	Tulsa 25	9616 East 21st Street	Tulsa	OK
1034	NON-OWNED SERVICE STATIONS	Tulsa	Admiral and Allegheny	Tulsa	OK
1035	NON-OWNED SERVICE STATIONS	Tulsa	Fee 85, Sec 31-T19N-R10E	Tulsa	OK
1036	NON-OWNED SERVICE STATIONS	Tulsa 24	Southwest Boulevard and West 45 Street	Tulsa	OK
1037	NON-OWNED SERVICE STATIONS	Vian 1	IH 40 and Lake Road Interchange	Vian	OK
1038	NON-OWNED SERVICE STATIONS	Wagoner 1	1205 West Cherokee	Wagoner	OK
1039	NON-OWNED SERVICE STATIONS	Warner 1	NW/C I-40 and St. Highway 2	Warner	OK
1040	NON-OWNED SERVICE STATIONS	Waynoka	Cecil & Flynn Streets	Waynoka	OK
1041	NON-OWNED SERVICE STATIONS	Weatherford 1	Route 2	Weatherford	OK
1042	NON-OWNED SERVICE STATIONS	Webbers Falls 1	I 40 and SH 100	Webbers Falls	OK
1043	NON-OWNED SERVICE STATIONS	Wynnewood	903 S. D.A. McGee avenue	Wynnewood	OK
1044	NON-OWNED SERVICE STATIONS	Wynnewood 1 (refinery)	Highway 77 at South City Limits	Wynnewood	OK
1045	NON-OWNED SERVICE STATIONS	Wynnewood 2	NE/C I-35 & St. Highway 29	Wynnewood	OK
1046	NON-OWNED SERVICE STATIONS	Yukon 5	1301 S. Cornwell	Yukon	OK
1047	NON-OWNED SERVICE STATIONS	Yukon 2	307 E. Main	Yukon	OK
1048	NON-OWNED SERVICE STATIONS	Yukon	307 E. Main street	Yukon	OK
1049	NON-OWNED SERVICE STATIONS	Yukon 4	NE/C NW 10th and Cornwell	Yukon	OK
1050	NON-OWNED SERVICE STATIONS	Yukon	S. Cornwell drive & W. VandAment avenue	Yukon	OK

1051	NON-OWNED SERVICE STATIONS	Yukon 3	SE/C NW 36th and Sara Rd.	Yukon	OK
1052	NON-OWNED SERVICE STATIONS	Yukon 1	SW/C 23rd and Mustang Road	Yukon	OK
1053	NON-OWNED SERVICE STATIONS	Aberdeen 2	423 North Main Street	Aberdeen	SD
1054	NON-OWNED SERVICE STATIONS	Brookings 1	501 Sixth Street	Brookings	SD
1055	NON-OWNED SERVICE STATIONS	Hecla 1	Lots 15 and 16, Block 3	Hecla	SD
1056	NON-OWNED SERVICE STATIONS	Vermillion 1	801 Cherry Street	Vermillion	SD
1057	NON-OWNED SERVICE STATIONS	Watertown 1	150 Fourth Street, N.E.	Watertown	SD
1058	NON-OWNED SERVICE STATIONS	Watertown	U.S. Hwy. 212 & Broadway	Watertown	SD
1059	NON-OWNED SERVICE STATIONS	Webster 1	Lot 6 of Sandvig's Outlot Addition	Webster	SD
1060	NON-OWNED SERVICE STATIONS	Bristol Peoples 46	301 Bluff City Highway	Bristol	TN
1061	NON-OWNED SERVICE STATIONS	Bristol 140	Volunteer Parkway and Shelby Lane	Bristol	TN
1062	NON-OWNED SERVICE STATIONS	Chattanooga 27	1998 Dayton Pike	Chattanooga	TN
1063	NON-OWNED SERVICE STATIONS	Chattanooga 98	2405 Dayton Boulevard	Chattanooga	TN
1064	NON-OWNED SERVICE STATIONS	Chattanooga 117	4239 Bonny Oaks Drive	Chattanooga	TN
1065	NON-OWNED SERVICE STATIONS	Chattanooga	5801 Lee Highway	Chattanooga	TN
1066	NON-OWNED SERVICE STATIONS	Chattanooga 28	Main Street & Lyerly	Chattanooga	TN
1067	NON-OWNED SERVICE STATIONS	Clarksville 41	Highway 41-A & Walnut	Clarksville	TN
1068	NON-OWNED SERVICE STATIONS	Columbia 47	514 North Garden	Columbia	TN
1069	NON-OWNED SERVICE STATIONS	Columbia 161	U.S. Highway 31 By-pass and Pillow Drive	Columbia	TN
1070	NON-OWNED SERVICE STATIONS	Cookeville 163	South Jefferson Avenue	Cookeville	TN

1071	NON-OWNED SERVICE STATIONS	Donelson 11	3202 Lebanon Road at Central Pike	Donelson	TN
1072	NON-OWNED SERVICE STATIONS	Elizabethton 142	Route 7 - Highway 19 East	Elizabethton	TN
1073	NON-OWNED SERVICE STATIONS	Elizabethton 2143	State Highway 91 & US Highway 31	Elizabethton	TN
1074	NON-OWNED SERVICE STATIONS	Erwin	Main and Elm Streets	Erwin	TN
1075	NON-OWNED SERVICE STATIONS	Franklin 2164	505 Hillsboro Road	Franklin	TN
1076	NON-OWNED SERVICE STATIONS	Gallatin 51	South Waters Avenue	Gallatin	TN
1077	NON-OWNED SERVICE STATIONS	Gray 131	US Highway 36	Gray	TN
1078	NON-OWNED SERVICE STATIONS	Greenville 50	1153 Tusculum Boulevard	Greenville	TN
1079	NON-OWNED SERVICE STATIONS	Greenville 120	Snapps Ferry Road	Greenville	TN
1080	NON-OWNED SERVICE STATIONS	Hixson 116	4514 Hixson Pike	Hixson	TN
1081	NON-OWNED SERVICE STATIONS	Johnson City 13	E. Main & Broadway	Johnson City	TN
1082	NON-OWNED SERVICE STATIONS	Johnson City 14	New Jonesboro Highway	Johnson City	TN
1083	NON-OWNED SERVICE STATIONS	Kingsport 2007	1748 Netherland Inn Road	Kingsport	TN
1084	NON-OWNED SERVICE STATIONS	Kingsport 6	2555 Fort Henry Drive	Kingsport	TN
1085	NON-OWNED SERVICE STATIONS	Kingsport 31	340 East Sullivan Street	Kingsport	TN
1086	NON-OWNED SERVICE STATIONS	Knoxville 39	4133 Broadway, N.E.	Knoxville	TN
1087	NON-OWNED SERVICE STATIONS	Knoxville 29	4646 Broadway	Knoxville	TN
1088	NON-OWNED SERVICE STATIONS	Knoxville 49	6211 Chapman Highway	Knoxville	TN
1089	NON-OWNED SERVICE STATIONS	Knoxville 20	NE/C Asheville Highway & Stooksbury Rd.	Knoxville	TN
1090	NON-OWNED SERVICE STATIONS	Lebanon 2121	816 North Cumberland	Lebanon	TN

1091	NON-OWNED SERVICE STATIONS	Lexington 6378	562 West Church	Lexington	TN
1092	NON-OWNED SERVICE STATIONS	Madison 22	Gallatin Road and Hall's Lane	Madison	TN
1093	NON-OWNED SERVICE STATIONS	Madisonville 162	US Highway 411	Madisonville	TN
1094	NON-OWNED SERVICE STATIONS	McMinnville 118	603 North Chancery Street	McMinnville	TN
1095	NON-OWNED SERVICE STATIONS	Memphis 5	2742 Park Avenue	Memphis	TN
1096	NON-OWNED SERVICE STATIONS	Memphis 2	3087 South Third	Memphis	TN
1097	NON-OWNED SERVICE STATIONS	Memphis 4	3690 Jackson Avenue	Memphis	TN
1098	NON-OWNED SERVICE STATIONS	Memphis 3	3819 Lamar Avenue	Memphis	TN
1099	NON-OWNED SERVICE STATIONS	Memphis 1	4672 South Third Street	Memphis	TN
1100	NON-OWNED SERVICE STATIONS	Memphis 6	908 Chelsea	Memphis	TN
1101	NON-OWNED SERVICE STATIONS	Mt. Pleasant 127	302 North Main Street	Mt. Pleasant	TN
1102	NON-OWNED SERVICE STATIONS	Murfreesboro 2129	1110 Memorial Drive	Murfreesboro	TN
1103	NON-OWNED SERVICE STATIONS	Murfreesboro 148	1149 Northwest Broad St.	Murfreesboro	TN
1104	NON-OWNED SERVICE STATIONS	Murfreesboro 37	215 N.W. Broad Street	Murfreesboro	TN
1105	NON-OWNED SERVICE STATIONS	Nashville 18	1008 East Thompson Lane	Nashville	TN
1106	NON-OWNED SERVICE STATIONS	Old Hickory 2010	1515 Robinson Road	Nashville	TN
1107	NON-OWNED SERVICE STATIONS	NASHVILLE	1814 4TH AVE	Nashville	TN
1108	NON-OWNED SERVICE STATIONS	Nashville 2030	3720 Dickerson Road	Nashville	TN
1109	NON-OWNED SERVICE STATIONS	Nashville 43	3901 Hillsboro Road	Nashville	TN
1110	NON-OWNED SERVICE STATIONS	Nashville 90	4537 Nolensville Pike	Nashville	TN

1111	NON-OWNED SERVICE STATIONS	Nashville 5	6012 Charlotte Pike	Nashville	TN
1112	NON-OWNED SERVICE STATIONS	Nashville 25	711 Lebanon Road	Nashville	TN
1113	NON-OWNED SERVICE STATIONS	Nashville 45	721 Jefferson Street	Nashville	TN
1114	NON-OWNED SERVICE STATIONS	Nashville 2019	801 North First Street	Nashville	TN
1115	NON-OWNED SERVICE STATIONS	Nashville	Abbott-Martin Road	Nashville	TN
1116	NON-OWNED SERVICE STATIONS	Nashville 39	Charlotte Pike and Morrow Road	Nashville	TN
1117	NON-OWNED SERVICE STATIONS	nashville #2168	trousdale drive and elysian fields road	Nashville	TN
1118	NON-OWNED SERVICE STATIONS	Paris 1	1005 Mineral Wells	Paris	TN
1119	NON-OWNED SERVICE STATIONS	Shelbyville 121	SW/C North Main and West Cedar	Shelbyville	TN
1120	NON-OWNED SERVICE STATIONS	Smithville 128	US Highway 70	Smithville	TN
1121	NON-OWNED SERVICE STATIONS	Tullahoma	South Anderson & Volney Streets	Tullahoma	TN
1122	NON-OWNED SERVICE STATIONS	Winchester 21	1109 First Avenue South	Winchester	TN
1123	NON-OWNED SERVICE STATIONS	Amarillo 6	2508 West 7th Street	Amarillo	TX
1124	NON-OWNED SERVICE STATIONS	Amarillo 2	SE/C 50th Street and Western Avenue	Amarillo	TX
1125	NON-OWNED SERVICE STATIONS	Austin 69	1198 Airport Boulevard	Austin	TX
1126	NON-OWNED SERVICE STATIONS	Austin 73	2027 South Lamar	Austin	TX
1127	NON-OWNED SERVICE STATIONS	Austin 72	3903 South First	Austin	TX
1128	NON-OWNED SERVICE STATIONS	Austin 1	5239 Burnet Road	Austin	TX
1129	NON-OWNED SERVICE STATIONS	Austin 71	3903 South Congress Avenue	Austin	TX
1130	NON-OWNED SERVICE STATIONS	Beaumont 45	2820 College	Beaumont	TX

1131	NON-OWNED SERVICE STATIONS	Bovina 1	Main and Martin Streets	Bovina	TX
1132	NON-OWNED SERVICE STATIONS	Brownsville WALCO 96	2975 Southmost	Brownsville	TX
1133	NON-OWNED SERVICE STATIONS	BROWNSVILLE 9079	4500 EAST 14TH STREET	Brownsville	TX
1134	NON-OWNED SERVICE STATIONS	BROWNSVILLE 9078	605 CENTRAL BLVD	Brownsville	TX
1135	NON-OWNED SERVICE STATIONS	Brownsville WALCO 100	635 International Blvd.	Brownsville	TX
1136	NON-OWNED SERVICE STATIONS	Brownsville WALCO 95	645 East Madison	Brownsville	TX
1137	NON-OWNED SERVICE STATIONS	Brownwood 74	209 South Main	Brownwood	TX
1138	NON-OWNED SERVICE STATIONS	Cleburne 1	505 West Henderson	Cleburne	TX
1139	NON-OWNED SERVICE STATIONS	Conway 1	SE/C I-40 & State Highway 15	Conway	TX
1140	NON-OWNED SERVICE STATIONS	Corpus Christi 80	1821 Leopard	Corpus Christi	TX
1141	NON-OWNED SERVICE STATIONS	Corpus Christi 81	4500 Ayers	Corpus Christi	TX
1142	NON-OWNED SERVICE STATIONS	Dallas 5	11030 Harry Hines Boulevard	Dallas	TX
1143	NON-OWNED SERVICE STATIONS	Dallas 6	2519 Swiss Avenue	Dallas	TX
1144	NON-OWNED SERVICE STATIONS	Dallas 8	2900 Fordham Road	Dallas	TX
1145	NON-OWNED SERVICE STATIONS	Dallas 9	3151 Kiest Boulevard	Dallas	TX
1146	NON-OWNED SERVICE STATIONS	Dallas 4	4501 North Beltline Road	Dallas	TX
1147	NON-OWNED SERVICE STATIONS	Dallas 3	4847 Scyene Road	Dallas	TX
1148	NON-OWNED SERVICE STATIONS	Dallas 2	7233 Gaston Avenue	Dallas	TX
1149	NON-OWNED SERVICE STATIONS	Dallas 1	8054 Forest Lane	Dallas	TX
1150	NON-OWNED SERVICE STATIONS	Dallas 7	9938 Harry Hines Boulevard	Dallas	TX

1151	NON-OWNED SERVICE STATIONS	Edinburg 93	1020 East University Drive	Edinburg	TX
1152	NON-OWNED SERVICE STATIONS	Edinburg Walco 93	1021 East University Drive	Edinburg	TX
1153	NON-OWNED SERVICE STATIONS	Fort Worth 3	2025 Evans Street	Fort Worth	TX
1154	NON-OWNED SERVICE STATIONS	Fort Worth 2	6401 Baker Boulevard	Fort Worth	TX
1155	NON-OWNED SERVICE STATIONS	Freeport 46	1005 Brazosport Boulevard	Freeport	TX
1156	NON-OWNED SERVICE STATIONS	Gainesville 1	1205 S. California	Gainesville 1	TX
1157	NON-OWNED SERVICE STATIONS	Garland 2	1917 South First Street	Garland	TX
1158	NON-OWNED SERVICE STATIONS	Garland 1	3525 Forest Lane	Garland	TX
1159	NON-OWNED SERVICE STATIONS	Grand Prairie 1	2217 West Jefferson	Grand Prairie	TX
1160	NON-OWNED SERVICE STATIONS	harlingen 9083	1520 west harrison	Harlingen	TX
1161	NON-OWNED SERVICE STATIONS	harlingen 9084	1821 south 77 sunshine strip	Harlingen	TX
1162	NON-OWNED SERVICE STATIONS	Houston 65	10510 Post Oak Road	Houston	TX
1163	NON-OWNED SERVICE STATIONS	Houston 64	11515 South Post Oak	Houston	TX
1164	NON-OWNED SERVICE STATIONS	Houston 66	1339 West Gray and Waugh Drive	Houston	TX
1165	NON-OWNED SERVICE STATIONS	Houston 52	1621 Federal Road	Houston	TX
1166	NON-OWNED SERVICE STATIONS	Houston 41	1629 E. 25th	Houston	TX
1167	NON-OWNED SERVICE STATIONS	Houston 44	2005 Bingle Road	Houston	TX
1168	NON-OWNED SERVICE STATIONS	Houston 67	2105 Wirtcrest at Wirt Road	Houston	TX
1169	NON-OWNED SERVICE STATIONS	Houston 31	2203 Durham	Houston	TX
1170	NON-OWNED SERVICE STATIONS	Houston 37	2701 Yale	Houston	TX

1171	NON-OWNED SERVICE STATIONS	Houston 39	2804 North Shepherd	Houston	TX
1172	NON-OWNED SERVICE STATIONS	Houston 39	2807 N. Shepherd #39	Houston	TX
1173	NON-OWNED SERVICE STATIONS	Houston 101	315 East 20th Street	Houston	TX
1174	NON-OWNED SERVICE STATIONS	Houston 55	3403 Irvington Blvd.	Houston	TX
1175	NON-OWNED SERVICE STATIONS	Houston 38	3736 Mangum Road	Houston	TX
1176	NON-OWNED SERVICE STATIONS	Houston 35	4010 North Main	Houston	TX
1177	NON-OWNED SERVICE STATIONS	Houston 33	402 West 11th Street	Houston	TX
1178	NON-OWNED SERVICE STATIONS	Houston 40	407 Yale	Houston	TX
1179	NON-OWNED SERVICE STATIONS	Houston 36	4814 Lockwood	Houston	TX
1180	NON-OWNED SERVICE STATIONS	Houston 50	4901 Darling	Houston	TX
1181	NON-OWNED SERVICE STATIONS	Houston	5210 Buffalo Speedway	Houston	TX
1182	NON-OWNED SERVICE STATIONS	Houston 47	5210 Buffalo Speedway	Houston	TX
1183	NON-OWNED SERVICE STATIONS	Houston 59	5502 Bissonnet	Houston	TX
1184	NON-OWNED SERVICE STATIONS	Houston 53	5702 Gulf Freeway	Houston	TX
1185	NON-OWNED SERVICE STATIONS	Houston 58	5906 North Main	Houston	TX
1186	NON-OWNED SERVICE STATIONS	Houston 63	6330 South Martin Luther King Boulevard	Houston	TX
1187	NON-OWNED SERVICE STATIONS	Houston 56	7028 Lawndale	Houston	TX
1188	NON-OWNED SERVICE STATIONS	Houston 32	7402 Long Point 32	Houston	TX
1189	NON-OWNED SERVICE STATIONS	Houston 49	8221 Clinton Drive	Houston	TX
1190	NON-OWNED SERVICE STATIONS	Houston 54	9909 Hempstead Highway	Houston	TX

1191	NON-OWNED SERVICE STATIONS	Houston 43	NW/C FM 1969 & Cashel Forest Drive	Houston	TX
1192	NON-OWNED SERVICE STATIONS	Irving 1	2326 W. Shady Grove	Irving	TX
1193	NON-OWNED SERVICE STATIONS	Lancaster 1	2601 N. Dallas	Lancaster	TX
1194	NON-OWNED SERVICE STATIONS	mcallen 9085	1200 south 23rd	McAllen	TX
1195	NON-OWNED SERVICE STATIONS	McAllen WALCO 94	1901 West Highway	McAllen	TX
1196	NON-OWNED SERVICE STATIONS	mcallen 9086	701 East pecan	McAllen	TX
1197	NON-OWNED SERVICE STATIONS	MERCEDES	447 W 2ND STREET	Mercedes	TX
1198	NON-OWNED SERVICE STATIONS	Mesquite 1	2022 Gus Thomasson Road	Mesquite	TX
1199	NON-OWNED SERVICE STATIONS	Pasadena 61	1202 South Shaver	Pasadena	TX
1200	NON-OWNED SERVICE STATIONS	Pasadena 60	1516 East Southmore	Pasadena	TX
1201	NON-OWNED SERVICE STATIONS	Pasadena 42	2631 South Shaver	Pasadena	TX
1202	NON-OWNED SERVICE STATIONS	Perryton 2	1422 South Main	Perryton	TX
1203	NON-OWNED SERVICE STATIONS	Perryton 1	822 South Main	Perryton	TX
1204	NON-OWNED SERVICE STATIONS	PHARR 9089	1000 NORTH CAGE	Pharr	TX
1205	NON-OWNED SERVICE STATIONS	Pharr 9090	500 East Highway 83	Pharr	TX
1206	NON-OWNED SERVICE STATIONS	Pharr		Pharr	TX
1207	NON-OWNED SERVICE STATIONS	Plainview	1504 West 5th	Plainview	TX
1208	NON-OWNED SERVICE STATIONS	San Angelo 75	1320 North Oakes	San Angelo	TX
1209	NON-OWNED SERVICE STATIONS	San Antonio 76	1815 South W.W. White Road	San Antonio	TX
1210	NON-OWNED SERVICE STATIONS	San Antonio 77	5826 South Flores	San Antonio	TX

1211	NON-OWNED SERVICE STATIONS	Tyler 3	2520 East 5th Street	Tyler	TX
1212	NON-OWNED SERVICE STATIONS	Tyler 2	430 South Beckham	Tyler	TX
1213	NON-OWNED SERVICE STATIONS	Tyler 1	716 West Front Street	Tyler	TX
1214	NON-OWNED SERVICE STATIONS	Vernon 1	3228 Wilbarger Street	Vernon	TX
1215	NON-OWNED SERVICE STATIONS	Waco 70	724 East Waco Drive	Waco	TX
1216	NON-OWNED SERVICE STATIONS	Wharton 68	1619 North Richmond	Wharton	TX
1217	NON-OWNED SERVICE STATIONS	Wichita Falls 2	2714 Southwest Parkway	Wichita Falls	TX
1218	NON-OWNED SERVICE STATIONS	Wichita Falls	2714 SW Parkway	Wichita Falls	TX
1219	NON-OWNED SERVICE STATIONS	Wichita Falls 1	3703 Sheppard Access Road	Wichita Falls	TX
1220	NON-OWNED SERVICE STATIONS	Bristol 2160	U.S. Highway 11	Bristol	VA
1221	NON-OWNED SERVICE STATIONS	BLENDER-FARM CENTER		Portsmouth	VA
1222	NON-OWNED SERVICE STATIONS	Abbotsford	Spruce Street North of Soo R.R. Depot	Abbotsford	WI
1223	NON-OWNED SERVICE STATIONS	Antigo 1	4th Avenue & Superior Street	Antigo	WI
1224	NON-OWNED SERVICE STATIONS	Appleton 1	504 West College Avenue	Appleton	WI
1225	NON-OWNED SERVICE STATIONS	Atkinson		Atkinson	WI
1226	NON-OWNED SERVICE STATIONS	Berlin 1	Broadway and Mound Street	Berlin	WI
1227	NON-OWNED SERVICE STATIONS	Chippewa Falls 3	304 West River Street	Chippewa Falls	WI
1228	NON-OWNED SERVICE STATIONS	Chippewa Falls 2	524 North Bridge Street	Chippewa Falls	WI
1229	NON-OWNED SERVICE STATIONS	Chippewa Falls	Woodward & Park Avenue	Chippewa Falls	WI
1230	NON-OWNED SERVICE STATIONS	Cudahy 1	4570 South Kinnickinnic Avenue	Cudahy	WI

1231	NON-OWNED SERVICE STATIONS	Dodge Bulk Station		Dodge	WI
1232	NON-OWNED SERVICE STATIONS	Dodgeville 1	1202 North Bequette Street	Dodgeville	WI
1233	NON-OWNED SERVICE STATIONS	Fennimore	Lincoln Avenue & Warner Street	Fennimore	WI
1234	NON-OWNED SERVICE STATIONS	Fort Atkinson	1012 S. Whitewater avenue	Fort Atkinson	WI
1235	NON-OWNED SERVICE STATIONS	Green Bay	621 South Broadway	Green Bay	WI
1236	NON-OWNED SERVICE STATIONS	Green Bay 1	Van Deuren Street	Green Bay	WI
1237	NON-OWNED SERVICE STATIONS	Janesville 2	NW/C Sherman and N. Parker Drive	Janesville	WI
1238	NON-OWNED SERVICE STATIONS	La Crosse	2127 S. Avenue	La Crosse	WI
1239	NON-OWNED SERVICE STATIONS	Lacrosse 1	1104 N. Lacrosse	Lacrosse	WI
1240	NON-OWNED SERVICE STATIONS	Ladysmith 1	518 Lake Avenue West	Ladysmith	WI
1241	NON-OWNED SERVICE STATIONS	Lake Geneva 1	600 Williams Street	Lake Geneva	WI
1242	NON-OWNED SERVICE STATIONS	Madison	3505 E. Washington avenue	Madison	WI
1243	NON-OWNED SERVICE STATIONS	Madison 2	3505 East Washington	Madison	WI
1244	NON-OWNED SERVICE STATIONS	Madison 1	728 Jenifer	Madison	WI
1245	NON-OWNED SERVICE STATIONS	Madison Bulk Station	Seminole Highway near Madison	Madison	WI
1246	NON-OWNED SERVICE STATIONS	Marinette Bulk and Service Sta	Marinette Avenue & Mary Street	Marinette	WI
1247	NON-OWNED SERVICE STATIONS	Mauston Bulk & Service Station	Highways 12 & 16	Mauston	WI
1248	NON-OWNED SERVICE STATIONS	Menasha 1	U.S. Highway 41	Menasha	WI
1249	NON-OWNED SERVICE STATIONS	Menomonie 2	I-94 & County Road "B"	Menomonie	WI
1250	NON-OWNED SERVICE STATIONS	Milwaukee 6	1545 West Hopkins	Milwaukee	WI

1251	NON-OWNED SERVICE STATIONS	Milwaukee	405 W. Center Street	Milwaukee	WI
1252	NON-OWNED SERVICE STATIONS	Milwaukee 7	405 West Center Street	Milwaukee	WI
1253	NON-OWNED SERVICE STATIONS	Milwaukee 3	4170 South Howell Avenue	Milwaukee	WI
1254	NON-OWNED SERVICE STATIONS	Milwaukee 4	4270 North 76th	Milwaukee	WI
1255	NON-OWNED SERVICE STATIONS	Milwaukee - Division	4823 N. Teutonia Avenue	Milwaukee	WI
1256	NON-OWNED SERVICE STATIONS	Milwaukee 5	5510 South 27th Street	Milwaukee	WI
1257	NON-OWNED SERVICE STATIONS	Milwaukee 8	7537 N. Teutonia	Milwaukee	WI
1258	NON-OWNED SERVICE STATIONS	Milwaukee 2	832 West Oklahoma Avenue	Milwaukee	WI
1259	NON-OWNED SERVICE STATIONS	Milwaukee		Milwaukee	WI
1260	NON-OWNED SERVICE STATIONS	Monona 1	320 E. Broadway	Monona	WI
1261	NON-OWNED SERVICE STATIONS	Monroe Bulk Station	Right-of-way	Monroe	WI
1262	NON-OWNED SERVICE STATIONS	Neenah 1	Interstate Highway 41	Neenah	WI
1263	NON-OWNED SERVICE STATIONS	Neillsville Bulk Station	7th and Forest Streets	Neillsville	WI
1264	NON-OWNED SERVICE STATIONS	Neillsville 1	South Grand Avenue & West 5th Street	Neillsville	WI
1265	NON-OWNED SERVICE STATIONS	New Richmond	447 N. Knowles Avenue	New Richmond	WI
1266	NON-OWNED SERVICE STATIONS	Oconto	U.S. Hwy. 41 South & Plat #2	Oconto	WI
1267	NON-OWNED SERVICE STATIONS	Oconto 1	US Highway 41 South	Oconto	WI
1268	NON-OWNED SERVICE STATIONS	Oshkosh 6	1606 South Main Street	Oshkosh	WI
1269	NON-OWNED SERVICE STATIONS	Oshkosh 5	173 West Algoma Street	Oshkosh	WI
1270	NON-OWNED SERVICE STATIONS	Oshkosh 1	387 Main Street	Oshkosh	WI

1271	NON-OWNED SERVICE STATIONS	Oshkosh	415 W. Murdock avenue	Oshkosh	WI
1272	NON-OWNED SERVICE STATIONS	Platteville 1	US Highway 151 & SH 80-81	Platteville	WI
1273	NON-OWNED SERVICE STATIONS	Racine 1	2305 Racine Street	Racine	WI
1274	NON-OWNED SERVICE STATIONS	Rhineland	217 Anderson Street	Rhineland	WI
1275	NON-OWNED SERVICE STATIONS	Rice Lake 1	501 North Main	Rice Lake	WI
1276	NON-OWNED SERVICE STATIONS	Ripon 1	East Fond du Lac Street	Ripon	WI
1277	NON-OWNED SERVICE STATIONS	River Falls 1	700 North Main	River Falls	WI
1278	NON-OWNED SERVICE STATIONS	Rothschild 1	407 South Grand	Rothschild	WI
1279	NON-OWNED SERVICE STATIONS	Shawano	315 S. Main	Shawano	WI
1280	NON-OWNED SERVICE STATIONS	Shawano Bulk Plant	Minneapolis, St. Paul & Sault Ste. Marie Railway Right-of-Way	Shawano	WI
1281	NON-OWNED SERVICE STATIONS	South Milwaukee 1	1522 North Chicago Avenue	South Milwaukee	WI
1282	NON-OWNED SERVICE STATIONS	Stevens Point	417 N. Division street	Stevens Point	WI
1283	NON-OWNED SERVICE STATIONS	Superior 1	2601 Tower Avenue	Superior	WI
1284	NON-OWNED SERVICE STATIONS	Superior Advertising Sign	River Street	Superior	WI
1285	NON-OWNED SERVICE STATIONS	Waukesha 1	114 E. Broadway	Waukesha	WI
1286	NON-OWNED SERVICE STATIONS	Waupaca	Badger & Jefferson Streets	Waupaca	WI
1287	NON-OWNED SERVICE STATIONS	Waupun 1	42 Fond du Lac Street	Waupun	WI
1288	NON-OWNED SERVICE STATIONS	Wausau 4	1033-35 S. Fourth Avenue	Wausau	WI
1289	NON-OWNED SERVICE STATIONS	Wausau 3	526 Bridge Street	Wausau	WI

1290	NON-OWNED SERVICE STATIONS	Wausau Bulk Station	Chicago, Milwaukee, St. Paul and Pacific Railroad Company Right-of-Way	Wausau	WI
1291	NON-OWNED SERVICE STATIONS	Wausau 2	Third Avenue & Callon Street	Wausau	WI
1292	NON-OWNED SERVICE STATIONS	Whitewater 1	1280 West Main Street	Whitewater	WI

EXHIBIT "B"

List of Transferred Contracts and Leases and Access Agreements

NO.	SETTLOR	COUNTERPARTY	Date	DESCRIPTION OF CONTRACT	CURE AMOUNT	ASSIGNED TO
1	Tronox LLC	5900 Success Drive Realty, LLC	11/8/2006	Access Agreement	\$0.00	The Multistate Environmental Response Trust
2	Triple S Refining Corporation	Abilene Housing, Inc.	10/23/1996	Environmental Survey Access Agreement between KMRC and Abilene Housing, Inc.	\$0.00	The Multistate Environmental Response Trust
3	Tronox LLC	Black & Decker Corporation (Emhart)	1/7/1991	Settlement Agreement dated January 1, 1991 by and among Kerr-McGee Chemical Corporation, Emhart Industries Inc. and The Black & Decker Corporation	\$0.00	The Multistate Environmental Response Trust
4	Tronox LLC	Chesapeake Exploration LP	5/17/2007	Lease Agreement - Minerals for AR, White County	\$0.00	The Multistate Environmental Response Trust
5	Tronox LLC	Chesapeake Exploration LP	5/17/2007	Lease Agreement 2 - Minerals for AR, White County	\$0.00	The Multistate Environmental Response Trust
6	Tronox LLC	Chesapeake Exploration LP	6/16/2008	Lease Agreement - Minerals for OK, Woods County	\$0.00	The Multistate Environmental Response Trust
7	Tronox LLC	CSX Transportation	9/9/2008	Supplement to 11/04/04 access agreement for monitor wells and soil sampling	\$0.00	The Multistate Environmental Response Trust

8	Tronox LLC	Cumulus Broadcasting LLC	1/11/2008	Environmental Remediation Agreement	\$0.00	The Multistate Environmental Response Trust
9	Triple S Refining Corporation	Diocese Episcopal Church	10/21/1996	Environmental Survey Access Agreement between Kerr-McGee Refining Corporation and Diocese Episcopal Church, Richard S. Cowan, Sr. Warden	\$0.00	The Multistate Environmental Response Trust
10	Triple S Refining Corporation	First Christian Church of Abilene	10/22/1996	Environmental Survey Access Agreement between Kerr-McGee Refining Corporation and First Christian Church of Abilene	\$0.00	The Multistate Environmental Response Trust
11	Tronox LLC	Floyd T Sizemore Sr. and Jean F. Sizemore	2/1/2007	License Access Agreement dated February 1, 2007 between Floyd T. Sizemore Sr and Jean F. Sizemore and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
12	Triple S Refining Corporation	Great Plains Federal Credit Union	12/21/1996	Environmental Survey Access Agreement between KMRC and Great Plains Federal Credit Union, Kenneth Martin, President	\$0.00	The Multistate Environmental Response Trust
13	Triple S Refining Corporation	Greg Eastburn	12/20/1999	Environmental Survey Access Agreement between KMRC and Greg Eastburn	\$0.00	The Multistate Environmental Response Trust
14	Tronox LLC	Jacksonville Port Authority	9/10/2004	Installation of monitor wells and collection of environmental samples	\$0.00	The Multistate Environmental Response Trust
15	Tronox LLC	JM Family Enterprises, Inc.	9/10/2004	Installation of monitor wells and collection of environmental samples	\$0.00	The Multistate Environmental Response Trust

16	Tronox Worldwide LLC	Kansas Dept of Transportation	10/4/2006	Highway Permit Use of Right of Way 10/4/2006 between Tronox Worldwide LLC and Kansas Dept of Transportation Permit #1-06-374	\$0.00	The Multistate Environmental Response Trust
17	Triple S Refining Corporation	Kansas State University Foundation	10/24/1996	Environmental Survey Access Agreement between Kerr-McGee Refining Corporation and Kansas State University Foundation	\$0.00	The Multistate Environmental Response Trust
18	Tronox LLC	Martha A Kidder	1/31/2007	License Agreement between Martha A Kidder and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
19	Triple S Refining Corporation	Mr. Lonnie Jump	9/23/2005	Environmental Survey Access Agreement between KMRC and Lonnie Jump	\$0.00	The Multistate Environmental Response Trust
20	Tronox LLC	Murray, David S.	2/12/2007	Access Agreement dated Feb. 12, 2007 by and between David S. Murray and Tronox, LLC	\$0.00	The Multistate Environmental Response Trust
21	Tronox LLC	Norfolk Southern Railway Company (Norfolk and Western Railway Company)	1/2/1991	Right of Entry License Agreement between Kerr-McGee Chemical Corporation and Norfolk and Western Railway Company dated January 2, 1991	\$0.00	The Multistate Environmental Response Trust
22	Tronox LLC	Norfolk Southern Railway Company (Norfolk and Western Railway Company)	1/7/1997	Second Supplement Agreement between Norfolk and Western Railway Company and Kerr-McGee Chemical Corporation dated Jan. 7, 1997	\$0.00	The Multistate Environmental Response Trust

23	Tronox LLC	Oliver M. Miller	2/1/2007	Environmental Remediation / Spirit of Prayer Church, 2601 7th Avenue, N. Columbus, MS	\$0.00	The Multistate Environmental Response Trust
24	Triple S Refining Corporation	Rev. Ralph I. Bauman Trust	10/23/1996	Environmental Survey Access Agreement bewteen KMRC and Ralph I. Bauman	\$0.00	The Multistate Environmental Response Trust
25	Tronox LLC	Spirit of Prayer Holiness Church	2/1/2007	License Access Agreement dated February 1, 2007 between Spirit of Prayer Holiness Church and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
26	Tronox Worldwide LLC	Springfield Discount Liquor	1/16/2009	Environmental Survey Access Agreement dated 16 January 2009 between Tronox Worldwide LLC and James Bradley, owner Springfield Discount Liquor	\$0.00	The Multistate Environmental Response Trust
27	Tronox Worldwide LLC	Terminal Railroad Association of St. Louis	9/22/2004	Right of Entry License Agreement between Terminal Railroad Association of St. Louis and Kerr McGee Chemical World Wide LLC	\$0.00	The Multistate Environmental Response Trust
28	Tronox LLC	Texas General Land Office	4/1/2003	Enviornmental Remediation Commercial Coastal Easement LC 20030010	\$0.00	The Multistate Environmental Response Trust
29	Tronox LLC	The Columbus Cemetery and Investment Co	6/5/1992	Lease Agreement dated June 5, 1992 between The Columbus Cemetery and Investment Co and Kerr McGee Chemical Corp.(operating wells)	\$0.00	The Multistate Environmental Response Trust

30	Tronox LLC	The Columbus Cemetery and Investment Co	6/5/1992	Amendment and Extension to Lease Agreement dated June 5, 1992 between The Columbus Cemetery and Investment Co. and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
31	Tronox LLC	The Columbus Cemetery and Investment Co	7/7/2008	Amendment and Extension to Lease Agreement dated July 7, 2008 between The Columbus Cemetery and Investment Co. and Tronox LLC	\$0.00	The Multistate Environmental Response Trust
32	Tronox Worldwide LLC	The Doe Run Resources Corporation	5/8/2006	Lease Agreement - Minerals for MO, Viburnum	\$0.00	The Multistate Environmental Response Trust
33	Tronox LLC	Union Pacific Railroad	1/18/2011	Pipeline and Wireline Crossing Agreement	\$0.00	The Multistate Environmental Response Trust
34	Tronox Worldwide LLC	W. T. Spurlock	6/5/2009	Access Agreement dated June 5, 2009, W.T. Spurlock and Tronox, Inc.	\$0.00	The Multistate Environmental Response Trust
35	Tronox LLC	Alabama Power	1/1/2009	Light and Power Service	\$3,906.87	The Multistate Environmental Response Trust
36	Tronox LLC	Allied Waste Services	8/31/2009	Customer Service Agreement 4444	\$1,437.87	The Multistate Environmental Response Trust
37	Triple S Refining Corporation	Birmingham Southern Railroad Company	1/1/2000	License Agreement	\$0.00	The Multistate Environmental Response Trust
38	Tronox Worldwide LLC	Cytec Industries Inc.	8/15/2000	Agreement Relating to Partnership Assets and Liabilities	\$0.00	The Multistate Environmental Response Trust

39	Tronox Worldwide LLC	International Minerals & Chemical Corporation, Brewster Phosphates, and American Cyanamid Company	7/22/2002	Extension of 1986 Mineral Lease to June 30, 2007	\$0.00	The Multistate Environmental Response Trust
40	Triple S Refining Corporation	Schrader Environmental Services, Inc.	11/17/2008	Rental Agreement	\$2,800.00	The Multistate Environmental Response Trust
41	Tronox LLC	UNAVCO	9/7/2006	Access Agreement	\$0.00	The Multistate Environmental Response Trust
42	Tronox LLC	The Center for Snow and Avalanche Studies	8/28/2006	Access Agreement	\$0.00	The Multistate Environmental Response Trust
43	Tronox LLC	JIMCO Integrated Services	11/20/07	Statement of Work as Exhibit A to the Master Work Agreement for Construction or Field Services	\$0.00	The Multistate Environmental Response Trust

EXHIBIT "C"

As to the United States of America as beneficiary:

Authorized representative and party to receive all notices:

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