

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA)	
Plaintiff)	
)	
And)	
)	
STATE OF PENNSYLVANIA)	CIVIL ACTION NO. 05-02866
CITY OF PHILADELPHIA)	
STATE OF OKLAHOMA)	
STATE OF OHIO)	
Plaintiff/Intervenors,)	
)	
v.)	
)	
SUNOCO, INC.)	
Defendant)	
_____)	

THIRD AMENDMENT TO CONSENT DECREE

WHEREAS, the United States of America (hereinafter “the United States”); the Commonwealth of Pennsylvania, the City of Philadelphia, the State of Oklahoma, the State of Ohio, and Sunoco, Inc. (hereinafter, “Sunoco”) are parties to a Consent Decree entered by this Court on March 21, 2006 and amended on June 3, 2009 (hereinafter “the Consent Decree”); and

WHEREAS, Sunoco has sold to Toledo Refining Company LLC (“TRC”) one of the refineries covered by that Consent Decree, to-wit: the Refinery located at Toledo, Ohio (hereinafter the “Toledo Refinery”);

WHEREAS, the State of Ohio is the “Appropriate Plaintiff/Intervenor” for the Toledo Refinery as that term is used in Paragraph 243 of the Consent Decree;

WHEREAS, TRC has contractually agreed to assume the obligations, rights, and benefits of, and to be bound by the terms and conditions of, the Consent Decree, to the extent such

obligations, terms, and conditions relate to the Toledo Refinery subsequent to the effective date of this Third Amendment; and

WHEREAS, TRC has represented that it has the financial and technical ability to assume the obligations and liabilities of the Consent Decree, to the extent such obligations and liabilities of the Consent Decree relate to the Toledo Refinery subsequent to the effective date of this Third Amendment, and based on these representations the United States and the State of Ohio agree to the transfer of the Toledo Refinery to TRC; and

WHEREAS, each of the undersigned has reviewed and hereby consents to this Third Amendment;

WHEREAS, Paragraph 243 of the Consent Decree requires that this amendment be approved by the Court before it is effective;

WHEREAS, for the convenience of the Court, attached to this Amendment is a copy of the Consent Decree showing the proposed revisions listed below;

NOW THEREFORE, the United States, the State of Ohio, Sunoco, and TRC hereby agree that, upon approval of this Third Amendment by the Court, the Consent Decree shall thereby be amended as follows:

1. As provided below, as of March 1, 2011 (the date and time of completion of the transfer of ownership in the Toledo Refinery from Sunoco to TRC (hereinafter "Toledo Closing Date")), TRC assumes the obligations and liabilities, and secures the rights and benefits, of the Consent Decree to the extent such obligations and liabilities of the Consent Decree relate to the Toledo Refinery subsequent to the effective date of this Third Amendment in accordance with Paragraphs 6 and 7 of the Consent Decree.

2. Except as provided below, upon entry by the Court of this Third Amendment, Sunoco is released from its obligations and liabilities but retains all rights and benefits under the Consent Decree, as such obligations and liabilities relate to the Toledo Refinery subsequent to the Toledo Closing Date.

3. Nothing in this Third Amendment affects the provisions of the Consent Decree relative to the Tulsa Refinery. In no event shall TRC bear any liability under the Consent Decree, including without limitation relative to any obligations, requirements and penalties, related to or associated with the Philadelphia, Marcus Hook, or Tulsa Refineries.

4. TRC shall not be responsible in any respect for any portion of the Civil Penalty provided for in Section X of the Consent Decree, or for the Ohio State and Local Environmentally Beneficial Project provided for in Paragraph 108 of the Consent Decree, both of which the United States and the State of Ohio acknowledge have been paid in full. In addition, the parties acknowledge that TRC's obligations with respect to the Toledo Refinery did not commence before the Toledo Closing Date. TRC shall have no liability for any obligations, requirements or actions under the Consent Decree required to be performed prior to the Toledo Closing Date, nor for those portions of any continuing violations initially occurring at the Toledo Refinery before the Toledo Closing Date.

A. Section I: Jurisdiction and Venue

5. References to "Sunoco and Holly" in Paragraphs 1 and 2 of the Consent Decree shall be revised to refer to "Sunoco, Holly, and/or TRC, as applicable."

B. Section II: Applicability and Binding Effect

6. References to "Sunoco and Holly" in Paragraphs 4-8 of the Consent Decree shall be revised to refer to "Sunoco, Holly, and/or TRC, as applicable."

C. Section IV: Definitions

7. References to “Sunoco and Holly” in Paragraphs 10.GG, BB, and HH of the Consent Decree shall be revised to refer to “Sunoco, Holly, and/or TRC, as applicable.”

8. The definition of “Refinery(ies)” in Paragraph 10.SS of the Consent Decree shall be revised to read as follows:

SS. “Refinery(ies)” shall mean the following four petroleum refineries (or one or more of the following four refineries): the refineries located in Marcus Hook, Pennsylvania/Claymont, Delaware, and Philadelphia, Pennsylvania owned by Sunoco (collectively, the “Sunoco Refineries”); the refinery located in Tulsa, Oklahoma owned, as of June 1, 2009, by Holly (the “Tulsa Refinery”); and the refinery located in Toledo, Ohio owned, as of the Toledo Closing Date (as defined in the Third Amendment to the Consent Decree), by TRC (the “Toledo Refinery”). For convenience, this Consent Decree, at times, uses the terms “as applicable” and “respective refineries” when distinguishing between the various owners of the facilities. In this context, “respective refineries” or “as applicable” means: for Sunoco, the Sunoco Refineries; for Holly, the Tulsa Refinery; and for TRC, the Toledo Refinery.

D. Section V.A: NO_x Emission Reductions from FCCUs

9. The introductory paragraph at Section V.A of the Consent Decree shall be revised to read as follows:

Sunoco shall implement a program to reduce NO_x emissions as set forth in Paragraphs 11-13, below, at the Marcus Hook FCCU, the Philadelphia 1232 FCCU, and the Toledo FCCU. Sunoco shall apply to incorporate the lower NO_x

emission limits into its operating permits and Sunoco (with respect to the Sunoco Refineries) and TRC (with respect to the Toledo Refinery) will demonstrate future compliance with the lower emission limits through the use of CEMS. CEMS required under this Paragraph shall be operated and data recorded pursuant to applicable law.

10. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in subparagraph 11.a of the Consent Decree to design, install, and begin operation of an SCR at the Toledo FCCU have been completed by Sunoco.

11. The references to Sunoco in Paragraph 12 of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

12. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in subparagraph 13.a of the Consent Decree to install a NO_x CEMS at the Toledo Refinery have been completed by Sunoco.

13. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligation set forth in subparagraph 13.b of the Consent Decree to install the required CEMS at the Toledo Refinery has been completed by Sunoco. Subparagraph 13.b shall be revised to read as follows:

Sunoco shall install, and Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery) shall certify, calibrate, maintain, and operate all CEMS required by this Consent Decree in accordance with the requirements of

40 C.F.R. §§ 60.11, 60.13, and Part 60 Appendices A, B, and F. These CEMS will be used to demonstrate compliance with emission limits. CEMS required under this Paragraph shall be operated and data recorded pursuant to applicable law. Sunoco or TRC, as applicable, shall make CEMS data available to EPA and the Appropriate Plaintiff/Intervenor upon demand as soon as practicable.

E. Section V.B: SO₂ Emissions Reductions from FCCUs

14. The introductory paragraph at Section V.B of the Consent Decree shall be revised to read as follows:

Sunoco shall implement a program to reduce SO₂ emissions from the Marcus Hook, Philadelphia 1232, and Toledo FCCUs as set forth in paragraphs 14-15A, below. Sunoco shall apply to incorporate the lower SO₂ emission limits into its operating permits. Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery) will demonstrate future compliance with the lower emission limits through the use of CEMS. CEMS required under this Paragraph shall be operated and data recorded pursuant to applicable law.

15. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in subparagraph 14.a of the Consent Decree to design, install, and begin operation of a WGS at the Toledo FCCU have been completed by Sunoco.

16. The references to “Sunoco” in subparagraphs 15.a and 15.b of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

17. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in subparagraph 15.c of the Consent Decree to install an SO₂ CEMS at the Toledo Refinery have been completed by Sunoco. Paragraph 15.c of the Consent Decree shall be revised to read as follows:

Sunoco shall install, and Sunoco (with respect to the Sunoco Refineries) and TRC (with respect to the Toledo Refinery) shall certify, calibrate, maintain, and operate all CEMS required by this Consent Decree in accordance with the requirements of 40 C.F.R. §§ 60.11, 60.13, and Part 60 Appendices A, B, and F. These CEMS will be used to demonstrate compliance with emission limits. CEMS required under this Paragraph shall be operated and data recorded pursuant to applicable law.

F. Section V.C: Control of PM Emissions from FCCUs

18. The reference to “Sunoco” in the introductory paragraph at Section V.C of the Consent Decree, and in Paragraphs 16 and 17 and in the first two sentences of Paragraph 18 of the Consent Decree, shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

19. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations to conduct initial stack testing required by Paragraph 18 of the Consent Decree have been completed by Sunoco as they apply to the Toledo Refinery.

G. Section V.D: Control of CO Emissions from FCCUs

20. The references to “Sunoco” in the introductory paragraph of V.D of the Consent Decree and in Paragraphs 19, 21, 22, and 23 shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

H. Section V.E: NSPS Subparts A and J Applicability at FCCU Regenerators

21. The references to “Sunoco” in Paragraphs 24 and 25 shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

I. Section V.F: NO_x Emission Reductions from Heaters and Boilers

22. The references to “Sunoco and Holly” in the introductory paragraph of Section V.F of the Consent Decree and in Paragraphs 26, 31, 32, 33, 34, and 35 shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

23. The Sunoco Refinery NO_x reduction requirement in subparagraph 27.a of the Consent Decree shall be revised to read 1,748.6 tons per year.

24. A new subparagraph 27.b2 shall be added to the Consent Decree and shall read as follows:

NO_x Emission Reductions from TRC Heaters and Boilers.

On or before eight (8) years from Date of Entry, TRC shall use Qualifying Controls to reduce NO_x emissions from the heaters and boilers greater than 40 mmBTU per hour by at least 263.2 tons per year, so as to satisfy the following inequality:

n

$$\sum_{i=1}^n [E_{\text{actual}}]_i - (E_{\text{allowable}})_i \geq 263.2 \text{ tons of NO}_x \text{ per year}$$

i =1

Where:

- $(E_{\text{allowable}})_i$ = [(The permitted allowable pounds of NO_x per million BTU for heater or boiler i , or the requested portion of the permitted reduction pursuant to Paragraph 100)/(2000 pounds per ton)] x [(the lower of permitted or maximum heat input rate capacity in million BTU per hour for heater or boiler i) x (the lower of 8760 or permitted hours per year)];
- $(E_{\text{actual}})_i$ = The tons of NO_x per year prior actual emissions during calendar years 2001 and 2002 (unless prior actuals exceed allowable emissions, then use allowable) as shown in Appendix B for controlled heater or boiler i ; and
- n = The number of heaters and boilers with Qualifying Controls at the Tulsa Refinery from those listed in Appendix B that are selected by TRC to satisfy the requirements of the equation set forth in this paragraph.

25. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in Paragraph 29 of the Consent Decree to apply for emission limits from the appropriate permitting authority sufficient to achieve two-thirds of the combined NO_x emissions reductions required by Paragraph 27 of the Consent Decree has been completed by Sunoco as it applies to the Toledo Refinery.

J. Section V.G: SO_2 Emissions Reductions from and NSPS Applicability for Heaters and Boilers

26. The reference to “Sunoco” in subparagraph 37.d and Paragraph 38 of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC with respect to the Toledo Refinery”).

27. The references to “Sunoco and Holly” in Paragraph 37 of the Consent Decree of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

K. Section V.I: Sulfur Recovery Plants - NSPS Applicability

28. Paragraph 40 of the Consent decree shall be revised to read as follows:

Description of Sulfur Recovery Plants. Sunoco owns and operates Claus Sulfur Recovery Plants (“SRPs”) at the Marcus Hook and Philadelphia Refineries; as of the Toledo Closing Date, TRC owns and operates an SRP at the Toledo Refinery.

29. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in Paragraphs 43 and 44 of the Consent Decree to install a second Claus train and two TGUs, and to optimize the SRP, have been completed by Sunoco as they apply to the Toledo Refinery.

30. The references to “Sunoco” in Paragraphs 45 and 46, the last sentence of subparagraph 47.a, and subparagraph 47.b of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

31. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in subparagraph 47.a to develop and submit a PMO Plan have been completed by Sunoco as they apply to the Toledo Refinery.

L. Section V.J: Hydrocarbon Flaring Devices

32. The references to “Sunoco and Holly” in Paragraphs 48, 49, and 50 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

M. Section V.K: Control of Acid Gas Flaring and Tail Gas Incidents

33. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations in Paragraph 51 have been completed by Sunoco as they apply to the Toledo Refinery.

34. The references to “Sunoco” in Paragraphs 52, 53, 54, 55, 57, 58, 59, 60, 61, 62, and 63 and subparagraph 56.c of the Consent Decree shall be revised to refer to “Sunoco and TRC.”

35. The reference to “Sunoco” in subparagraph 56.e of the Consent Decree shall be revised to refer to “TRC.”

N. Section V.L: Control of Hydrocarbon Flaring Incidents

36. The references to “Sunoco and Holly” in Paragraph 64 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

O. Section V.M: Benzene Waste NESHAP Program Enhancements

37. The reference to “Sunoco and Holly” in the introductory sentence of Section V.M of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

38. The reference to “Sunoco” in subparagraph 65.a of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

39. Paragraph 66 of the Consent Decree shall be revised to read as follows:
Commencing on Date of Entry of the Consent Decree and continuing through the Date of Termination, to the extent applicable, Sunoco shall not change the compliance status of the Marcus Hook or Philadelphia Refinery, and TRC shall not change the compliance status of the Toledo Refinery, from the

6 BQ Compliance Option to the 2 Mg Compliance Option. If at any time after Date of Entry of the Consent Decree, the Tulsa Refinery is determined to have a TAB equal to or greater than 10 Mg/yr, Holly shall not utilize the 2 Mg Compliance Option. Sunoco, Holly, or TRC, as applicable, shall consult with the EPA, the appropriate EPA Region, and the appropriate state agency (“Relevant Government Agencies”) before making any change in compliance strategy not expressly prohibited by this Paragraph. All changes must be undertaken in accordance with Subpart FF.

40. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in the following Paragraphs and subparagraphs of the Consent Decree have been completed by Sunoco as they apply to the Toledo Refinery: Paragraph 67; Paragraph 68; subparagraph 69.b; the first sentence of Paragraph 70; the first sentence of subparagraph 71.a; subparagraph 74.a; subparagraphs 75.a.i and a.ii; the first sentence of subparagraph 77.b.i(1); and the first sentence of subparagraph 77.b.i(2).

41. The references to “Sunoco and Holly” in the following Paragraphs and subparagraphs of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable:” Paragraph 69 (except subparagraph 69.b); the second sentence of Paragraph 70; the introductory sentence of Paragraph 71, the second sentence of subparagraph 71.a; subparagraph 71.b; Paragraph 72; subparagraph 73.c; subparagraph 74.b; subparagraphs 75.a.iii, iv, c, d.iii, e, f, g; Paragraph 76; and Paragraph 77 (except for subparagraph 77.b.ii).

42. The references to “Sunoco” in the following Paragraphs and subparagraphs of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or

TRC (with respect to the Toledo Refinery)”: subparagraph 65.a; the first sentence of Paragraph 66; and subparagraphs 75.d.ii and 75.g.

43. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in subparagraph 73.a of the Consent Decree to complete the development of standard operating procedures for all control equipment used to comply with the Benzene Waste Operations NESHAP at the Toledo Refinery and to complete an initial training program regarding these procedures for all operators assigned to this equipment have been completed by Sunoco. Paragraph 73.a shall be revised to read as follows:

Sunoco Refineries and the Toledo Refinery. For each of the Sunoco Refineries, and the Toledo Refinery by no later than 180 days from Date of Entry of the Consent Decree, Sunoco shall complete the development of standard operating procedures for all control equipment used to comply with the Benzene Waste Operations NESHAP at the Refinery. By no later than 180 days thereafter, Sunoco shall complete an initial training program regarding these procedures for all operators assigned to this equipment. Comparable training shall also be provided by Sunoco or, after the Toledo Closing Date, by TRC, to any persons who subsequently become operators, prior to their assumption of this duty. Until the Date of Termination, “refresher” training in these procedures shall be performed by Sunoco at the Sunoco Refineries and Toledo Refinery, and, after the Toledo Closing Date, by TRC at the Toledo Refinery, on a three (3) year cycle.

P. Section V.N: Leak Detection and Repair Program Enhancements

44. The references to “Sunoco and Holly” in the following Paragraphs and

subparagraphs of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable:” the introductory paragraph of Section V.N; Paragraph 78 (except for the first sentence); Paragraph 79; subparagraphs 80.b, c, and d; Paragraph 81, Paragraph 82; Paragraph 83; Paragraph 84; Paragraph 85; Paragraph 86; subparagraphs 87.a.i, ii, and iii; the second sentence of Paragraph 88; subparagraphs 89.b and c; Paragraph 90; Paragraph 91; and Paragraph 92. In addition, Sunoco represents that, to date, it has elected to retain third-parties to conduct both the third-party and internal LDAR audits required by Paragraphs 80.c and 80.d. The most recent LDAR audit was conducted at the Toledo Refinery on December 9, 2010; therefore TRC shall conduct the next Third Party audit at the Toledo Refinery pursuant to Paragraph 80.c on or before December 9, 2014, and the next internal LDAR audit pursuant to paragraph 80.d on or before December 9, 2012.

45. Subparagraph 87.a of the Consent Decree shall be revised to read as follows:

By no later than 120 days after Date of Entry of the Consent Decree, Sunoco, or a third-party contractor retained by Sunoco, shall develop and, thereafter, Sunoco, Holly, or TRC, as applicable, shall implement a procedure at each Refinery to ensure a quality assurance/quality control ("QA/QC") review of all data generated by LDAR monitoring technicians.

46. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in the following Paragraphs and subparagraphs of the Consent Decree have been completed by Sunoco as they apply to the Toledo Refinery: the first sentence of Paragraph 78; subparagraph 80.a; and the first sentence of subparagraph 88. The second sentence of Paragraph 88 shall be revised to read as follows:

“Sunoco (with respect to the Sunoco Refineries) and TRC (with respect to the Toledo Refinery) shall establish and maintain an LDAR Coordinator position within each Refinery, responsible for LDAR management, with the authority to implement improvements.”

47. The reference to “Sunoco” in subparagraph 89.a of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

Q. Section V.O: Incorporation of Consent Decree Requirements into Federally Enforceable Permits

48. In its Semi-Annual progress reports submitted pursuant to Section IX of the Consent Decree, Sunoco has reported that its obligations set forth in Paragraph 93 of the Consent Decree to apply for Federally enforceable permits have been completed by Sunoco as they apply to the Toledo Refinery.

49. The references to “Sunoco and Holly” in Paragraph 94 and 96 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

R. Section VI: Emission Credit Generation

50. The references to “Sunoco and Holly” in the first sentence of Paragraph 97 of the Consent Decree and Paragraph 100 of the Consent Decree (except the reference in clause (3) of Paragraph 100) shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

S. Section VII: Modifications to Implementation Schedules

51. The references to “Sunoco and Holly” in Paragraphs 101 and 102 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

T. Section IX: Reporting and Recordkeeping

52. The references to “Sunoco and Holly” in Paragraph 114 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

U. Section XI: Stipulated Penalties

53. The references to “Sunoco and Holly” in Paragraphs 122, 154, 155, 171, 186, 190, 193, 194, and 195 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

54. The references to “Sunoco” in Paragraph 129, 131, and 150 of the Consent Decree shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

V. Section XII: Interest

55. The reference to “Sunoco and Holly” in Paragraph 196 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

W. Section XIII: Right of Entry

56. The references to “Sunoco and Holly” in Paragraph 197 of the Consent Decree shall be revised to refer to “Sunoco, Holly, and TRC.”

X. Section XIV: Force Majeure

57. The references to “Sunoco and Holly” in Paragraph 197-206 of the Consent Decree shall be revised to refer to “Sunoco, Holly, and TRC.”

Y. Section XV: Retention of Jurisdiction/Dispute Resolution

58. The references to “Sunoco and Holly” in Paragraphs 207, 211, 212, and 215 of the Consent Decree shall be revised to refer to “Sunoco, Holly, and TRC.”

Z. Section XVI: Effect of Settlement

59. The reference to “Sunoco and Holly” in Paragraph 217, 223, 224, 228, 230, 231, and 232 of the Consent Decree shall be revised to refer to “Sunoco, Holly, and TRC.”

60. The references to “Sunoco” in Paragraphs 218-20 of the Consent Decree shall be revised to refer to “Sunoco and TRC.”

61. Subparagraph 221.a of the Consent Decree shall be revised to read as follows:

Sunoco. Notwithstanding the resolution of liability in Paragraphs 217-219, nothing in this Consent Decree precludes the United States and/or the Plaintiff/Intervenors from seeking from Sunoco injunctive relief, penalties, or other appropriate relief for violations by Sunoco of the Applicable NSR/PSD Requirements resulting from: (1) construction or modification at the Marcus Hook, Philadelphia, Toledo, or Tulsa Refineries that commenced prior to the Date of Lodging of the Consent Decree, if the resulting violations relate to pollutants or units not covered by the Consent Decree; (2) any construction or modification at the Marcus Hook or Philadelphia Refineries that commences after the Date of Lodging of the Consent Decree; (3) any constructions or modification at the Tulsa Refinery that commences after the Date of Lodging of the Consent Decree up to and including the Closing Date for the sale of the Tulsa Refinery; or (4) any construction or modification at the Toledo Refinery that commences after the Date of Lodging of the Consent Decree but before the Toledo Closing Date.

62. New subparagraph 221.c shall be added to the Consent Decree and shall read as follows:

TRC. Notwithstanding the resolution of liability in Paragraphs 217-219, nothing in this Consent Decree precludes the United States and/or the Plaintiff/Intervenors

from seeking from TRC injunctive relief, penalties, or other appropriate relief for violations by TRC of the Applicable NSR/PSD Requirements resulting from any construction or modification at the Toledo Refinery that commences after the Toledo Closing Date.

63. Subparagraph 222.a of the Consent Decree shall be revised to read as follows:
- Sunoco. With respect to the Marcus Hook and Philadelphia Refineries, increases in emissions from units covered by this Consent Decree, where the increases result from the Post-Lodging construction or modification of any units within the Marcus Hook or Philadelphia Refineries, are beyond the scope of the release in Paragraphs 217-219, and Sunoco is not relieved from any obligation to evaluate any such increases in accordance with the Applicable PSD/NSR Requirements. With respect to the Tulsa Refinery, increases in emissions from units covered by this Consent Decree, where the increases result from the Post-Lodging construction or modification of any units within the Tulsa Refinery, up to and including the Closing Date for the sale of the Tulsa Refinery, are beyond the scope of the release in Paragraphs 217-219, and Sunoco is not relieved from any obligation to evaluate any such increases in accordance with the Applicable PSD/NSR Requirements. With respect to the Toledo Refinery, increases in emissions from units covered by this Consent Decree, where the increases result from the Post-Lodging construction or modification of any units within the Toledo Refinery, up to and including the Toledo Closing Date, are beyond the scope of the release in Paragraphs 217-219, and Sunoco is not relieved from any

obligation to evaluate any such increases in accordance with the Applicable PSD/NSR Requirements.

64. New subparagraph 222.c shall be added to the Consent Decree and shall read as follows:

TRC. With respect to the Toledo Refinery, increases in emissions from units covered by this Consent Decree, where the increases result from the construction or modification of any units within the Toledo Refinery after the Toledo Closing Date, are beyond the scope of the release in Paragraphs 217-219, and TRC is not relieved from any obligation to evaluate any such increases in accordance with the Applicable PSD/NSR Requirements.

AA. Section XVII: General Provisions

65. The references to “Sunoco and Holly” in Paragraphs 233, 235, 236, 238, 240 and 243 of the Consent Decree shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

66. Paragraph 243 of the Consent Decree shall be further revised to remove "Facility Manager – Toledo Refinery" from the list of addresses for Sunoco and to add the following addresses for TRC:

As to TRC:

Facility Manager - Toledo Refinery
1819 Woodville Road
Oregon, Ohio 43616

With a copy to:

General Counsel
Toledo Refining Company LLC
c/o PBF Holding Company LLC
1 Sylvan Way, 2nd floor
Parsippany, NJ 07054-3887

BB. Section XVIII: Termination

67. The references to “Sunoco and Holly” in Paragraphs 245 and 246 shall be revised to refer to “Sunoco, Holly, or TRC, as applicable.”

CC. Appendices

68. The reference to “Sunoco” in Appendix I shall be revised to refer to “Sunoco (with respect to the Sunoco Refineries) or TRC (with respect to the Toledo Refinery)”.

69. The undersigned representatives are fully authorized to enter into the terms and conditions of this amendment.

70. Neither the approval of TRC with respect to the Sunoco Refineries nor the approval of Sunoco with respect to the Toledo Refinery shall be required for any future amendments of this Consent Decree, including without limitation to address a sale of all or any portion of a Refinery covered by this Consent Decree.

71. This amendment may be executed in several counterparts, each of which will be considered an original.

ORDER

Before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the Parties, it is:

ORDERED, ADJUDGED and DECREED that this Third Amendment to the Consent Decree is hereby approved and entered as a final order of this court.

Dated and entered this _____ day of _____, 2011.

United States District Judge

WE HEREBY CONSENT to entry of the foregoing Third Amendment to the Consent Decree entered in *United States, et al., v. Sunoco, Inc.*, Civil No. 05-02866.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

Date: 7/11/11



IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, DC 20460

Date: June 23, 2011



MICHAEL J. MCNULTY
Senior Trial Attorney
Environmental Enforcement Section
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044-7611

WE HEREBY CONSENT to entry of the foregoing Third Amendment to the Consent Decree entered in *United States, et al., v. Sunoco, Inc.*, Civil No. 05-02866.

FOR PLAINTIFF THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: 7/1/11



AM ADAM M. KUSHNER
Director, Office of Civil Enforcement
United States Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460-0001

Date: 7.1.11



JF JOHN FOGARTY
Associate Director, Office of Civil Enforcement
United States Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460-0001

WE HEREBY CONSENT to the entry of the foregoing Third Amendment to the Consent Decree entered in *United States, et al., v. Sunoco, Inc.*, Civil No. 05-02866.

FOR PLAINTIFF/INTERVENOR THE STATE OF OHIO:

MICHAEL DeWINE
Attorney General of Ohio

By:

A black rectangular redaction box covering the signature of Gregg Bachmann.

Date:

June 21, 2011

GREGG BACHMANN
Assistant Attorney General
Environmental Enforcement Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215-3400

ATTORNEY FOR PLAINTIFF/INTERVENOR
STATE OF OHIO

WE HEREBY CONSENT to entry of the foregoing Third Amendment to the Consent Decree entered in *United States, et al., v. Sunoco, Inc.*, Civil No. 05-02866.

FOR DEFENDANT SUNOCO, INC.:

Date: 6/21/2011



JOHN D. PICKERING
Senior Vice President – Manufacturing
Sunoco, Inc.
100 Green Street
P.O. Box 426
Marcus Hook, PA 19061

Date: 6/21/2011

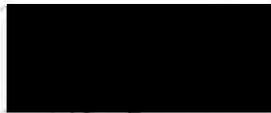


ARNOLD D. DODDERER
Chief Compliance Officer
Assistant General Counsel
Sunoco, Inc.
1735 Market Street
Suite LL -- 13th Floor
Philadelphia, PA 19103
ATTORNEY FOR SUNOCO, INC.

WE HEREBY CONSENT to the entry of the foregoing Third Amendment to the Consent Decree entered in *United States, et al., v. Sunoco, Inc.*, Civil No. 05-02866.

FOR TOLEDO REFINING COMPANY LLC:

Date: 23 June 2011



JAMES FEDENA
Senior Vice President, Health, Environment and
Safety
Toledo Refining Company LLC
c/o PBF Holding Company LLC
1 Sylvan Way, 2nd floor
Parsippany, NJ 07054-3887