

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND

STATE OF MARYLAND DEPARTMENT)
OF THE ENVIRONMENT)
)
Plaintiff,)
)
v.) Civil Action No. C-06-004455
)
EXXON MOBIL CORPORATION, et al.)
)
Defendants.)

**CONSENT DECREE BETWEEN THE STATE OF MARYLAND
AND EXXON MOBIL CORPORATION**

Plaintiff, the State of Maryland, Department of the Environment (hereinafter, the "Department") and Defendant, Exxon Mobil Corporation (hereinafter "ExxonMobil" or "Defendant") hereby represent and acknowledge that they agree to enter into this Consent Decree regarding the release in January and February 2006 of over 25,000 gallons of regular unleaded gasoline from the Jacksonville Exxon Service Station, Store No. 2-8077, that was previously located at 14258 Jarrettsville Pike, Phoenix Maryland (the former station is referred to as the "Station", and the former station and the property on which it was located are referred to collectively as the "Property").

I. **THE DEPARTMENT'S AUTHORITY**

1. The State of Maryland, Department of the Environment, is empowered pursuant to the powers, duties, and responsibilities vested in and imposed upon the Secretary of the Environment by § 4-405 of the Environment Article, Annotated Code of Maryland (hereinafter "Environment Article"), to adopt regulations addressing the methods, standards and devices for storage of oil to prevent pollution of the waters of the State and delegated to the Director of the Waste Management Administration by Title 4, Subtitle 4 of the Environment Article of the Annotated Code of Maryland and the Code of Maryland Regulations ("COMAR") 26.10 to regulate oil pollution in the State of Maryland.

2. Section 4-410(a) of the Environment Article provides that it is unlawful

any person to discharge or allow the discharge of oil into or on any waters of the State of Maryland, except in the case of an emergency imperiling life or property, unavoidable accident, collision, or stranding, or pursuant to a permit. Code of Maryland Regulations ("COMAR") 26.10.02.01A provides that a person "may not pump, discharge, spill, throw, drain, deposit, or cause to be deposited, oil or other matter containing oil, into, near, or in an area likely to pollute waters of the State." The Environment Article authorizes the Department to obtain monetary penalties from persons responsible for the discharge of petroleum products.

3. "Waters of the State" include "[b]oth surface and underground waters within the boundaries of this State subject to its jurisdiction, including that part of the Atlantic Ocean within the boundaries of the State, the Chesapeake Bay and its tributaries, and all ponds, lakes, rivers, streams, storm drain systems, public ditches, tax ditches, and public drainage systems within this State, other than those designed and used to collect, convey, or dispose of sanitary sewage." Md. Code Ann., Env. § 4-101.1(d)(1).

4. According to § 4-401(i)(1) of the Environment Article, persons responsible for any discharge of oil include the owner of the discharged oil; the owner, operator, or person in charge of the facility involved in the discharge; and any other person who caused the discharge. The "operator" of the facility includes any person in control of, or having responsibility for, the daily or periodic operation, or the repair, maintenance, closure, testing, or installation of the UST system. COMAR 26.10.02.04(b)(40). The "owner" is also defined as the owner of an UST system or oil storage facility. COMAR 26.10.02.04B(42).

II. RECITALS

5. WHEREAS, ExxonMobil, as the owner of the Station, the Property, and the underground storage tank systems, entered into an agreement whereby Storto Enterprises, Inc., would operate the Station;

6. WHEREAS, on the morning of January 13, 2006, employees of CROMPCO, an independent contractor of ExxonMobil, were drilling on a sump adjacent to the #3 regular unleaded gasoline line at the Station. While doing so, a CROMPCO employee inadvertently penetrated the #3 regular unleaded gasoline line with the drill, causing a gasoline release;

7. WHEREAS, shortly thereafter, the alarm connected to the Station's tanks and lines registered a catastrophic failure. That alarm was detected by Veeder-Root ("VR"), an independent contractor of ExxonMobil that was charged with monitoring leak alarms;

8. WHEREAS, ExxonMobil contends that VR notified Integrated Processing Technologies ("IPT"), another independent contractor of ExxonMobil, of the leak alarm, and IPT dispatched Alger Electric to the Station;

9. WHEREAS, two Alger technicians responded to the Station. Those technicians failed to detect that the #3 regular unleaded gasoline line had been penetrated and was leaking gasoline. Instead, those technicians concluded that a faulty Submersible Turbine Pump ("STP") motor had triggered the alarm. In accordance with that diagnosis, the Alger technicians replaced the STP motor and calibrated the leak detector on the #3 regular unleaded gasoline line; this calibration may have allowed the continuous release of gasoline to go undetected by the electronic release detection system;

10. WHEREAS, ExxonMobil contends that the Alger technicians' diagnosis and repairs were reported to both IPT and VR, and IPT and VR cleared the alarm;

11. WHEREAS, the leak went undetected until February 16, 2006, when the Station operator discovered from inventory reconciliation records that there was a disparity of over 25,000 gallons of regular unleaded gasoline. Subsequent investigation disclosed that over 25,000 gallons of regular unleaded gasoline had leaked from the #3 regular unleaded gasoline line;

12. WHEREAS, Exxon contends that between January 13, 2006, when the leak commenced, and February 16, 2006, when the Station operator, Storto Enterprises, Inc., discovered the inventory disparity, no employee, agent, contractor, or sub-contractor of ExxonMobil had actual knowledge that there was a leak. ExxonMobil further acknowledges its responsibility for maintaining properly functioning line leak detection equipment as owner and operator of the underground storage systems;

13. WHEREAS, ExxonMobil notified the Department of the leak and the resulting release of regular unleaded gasoline on or about February 17, 2006;

14. WHEREAS, ExxonMobil immediately mobilized cleanup contractors and commenced investigation, clean up, recovery and remediation operations. These

operations have been conducted under the oversight, direction and approval of the Department, including withdrawal of groundwater to enhance recovery and operation of equipment in connection with the operations;

15. WHEREAS, to date, ExxonMobil has met the Department's requirements with respect to the remedial activities:

16. WHEREAS, to date, ExxonMobil reports that it has expended in excess of \$34 million for investigation, clean-up, recovery, and remediation activities;

17. WHEREAS, on or about April 26, 2006 the Department filed a Complaint for Civil Penalty, Damages and Injunctive Relief against ExxonMobil and Storto Enterprises alleging violations of various provisions of the Environment Article and COMAR;

18. WHEREAS, ExxonMobil has admitted some of the factual allegations contained in the Complaint and denied the remaining allegations; and

19. WHEREAS, the Department and ExxonMobil agree that settlement of this matter and entry of this Consent Decree are made in good faith and in an effort to avoid expensive and protracted litigation and to settle and resolve claims that were raised by the Department in this action and that such settlement is in the public interest.

WHEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

III. APPLICABILITY

20. This Consent Decree shall apply and be binding upon ExxonMobil, its authorized representatives, agents, officers, successors and assigns. Work performed by ExxonMobil, its successors and assigns, officers, directors, employees, agents, independent contractors, subcontractors, and consultants shall be carried out in accordance with the requirements of this Consent Decree, and ExxonMobil shall be responsible for the implementation of this Consent Decree, regardless of the means, methods, or entities employed to do so. This Consent Decree shall also be binding on and apply to the Department.

21. The transfer of ownership or of any other interest in the Property, in whole or in part, to another entity, shall not alter or relieve ExxonMobil of its obligations to comply with all of the terms of this Consent Decree and shall have no effect on the

obligation of ExxonMobil for implementing all of the remedial actions in this Consent Decree. As a condition to any such transfer of the Property, ExxonMobil shall reserve all access rights to the Property necessary to comply with the terms of this Consent Decree. Any transfer of ownership or of any other interest in the Property, in whole or in part, without complying with the terms of this Paragraph constitutes a violation of this Consent Decree.

IV. SCOPE OF THIS CONSENT DECREE

22. The express purpose of the Parties entering into this Consent Decree is to achieve a final and binding remedy and resolve ExxonMobil's environmental liabilities, including natural resource damages, with the Department for contamination related to the release of unleaded gasoline from the Station that has impacted groundwater underlying the Jacksonville area and to require ExxonMobil to take steps necessary to ensure compliance with Title 4, Subtitle 4 of the Environment Article in the remediation of the release of gasoline and to ensure compliance with the "Interim Remedial Measures Plan," dated March 27, 2006 and an "Updated Interim Remedial Measures Plan" dated September 25, 2006 (collectively referred to as the "IRM Plan") and Section VI, "WORK TO BE PERFORMED" section under which ExxonMobil is conducting that remediation. In addition, the following sections of this Consent Decree constitute the injunctive relief and remedial measures ExxonMobil shall take to complete that remediation and achieve the purposes of this Consent Decree.

23. Nothing herein shall constitute a waiver of the rights of the Department to proceed in an administrative or civil action for violations of the terms of this Consent Decree or for future violations of applicable statutes or regulations. The Department may bring any action authorized by law to enforce the provisions of this Consent Decree, including an action for contempt in the Court with jurisdiction over this Consent Decree.

24. This Consent Decree is not and shall not be construed to be a permit or modification of any existing permit the Department may have issued to ExxonMobil, nor shall it relieve ExxonMobil of its obligation to comply with all applicable laws or regulations governing the remedial activities.

25. Nothing in this Consent Decree shall be construed as relieving ExxonMobil of its duty to comply with all applicable provisions of the Environment Article, and the

regulations promulgated and permits issued there under.

V. CIVIL PENALTIES TO THE STATE OF MARYLAND

26. Within thirty (30) calendar days of the effective date of this Consent Decree by the Circuit Court, ExxonMobil shall pay to the Department a civil penalty in the amount of \$4,000,000 (Four Million dollars) to fully and finally resolve and release ExxonMobil from the Department's allegations as set forth in the Complaint filed in Civil Action No. C-06-004455 and all fines, penalties and damages thereunder.

27. ExxonMobil shall make the above-referenced payment to the Department by check, made payable to the Maryland Oil Disaster Containment, Cleanup and Contingency Fund, and sent to the Maryland Department of the Environment, P.O. Box 1417, Baltimore, Maryland 21203-1417.

28. Except as set forth in Section II, Recitals, paragraphs 5 through 19, this Consent Decree is understood and intended by the parties to be without any admission of liability, and nothing in this Consent Decree shall be considered as an admission by either party to these proceedings.

VI. WORK TO BE PERFORMED

29. ExxonMobil's current remediation is being conducted pursuant to the IRM Plan. The IRM Plan has been required and approved by the Department including the withdrawal of groundwater for remediation purposes. ExxonMobil agrees to continue to comply fully with all applicable provisions and approved modifications of the IRM Plan. It is acknowledged by both parties that the IRM Plan will continue to be evaluated and may require periodic modifications as conditions warrant. Such modifications will only be made upon the Departments approval.

30. The release has been evaluated and characterized. ExxonMobil agrees to perform additional characterization, at the request of the Department, if conditions warrant.

31. ExxonMobil further agrees to develop a Corrective Action Plan (CAP) and to remediate conditions according to the terms of the CAP. The recovery actions within the

CAP, including the groundwater recovery rates shall be monitored by ExxonMobil, reported to the Department and are subject to the Department's approval.

32. Within ninety (90) days of written direction by the Department, ExxonMobil shall submit to the Department for approval the CAP. The remedial goal is to return the groundwater to conditions that are protective of public health and the environment or achieve contamination levels at or below the Department's current groundwater standards and action levels where possible as determined by the Department. It is acknowledged by both parties that the remedial action may employ natural attenuation and may also include engineering or institutional controls.

33. The CAP shall propose a preferred remedial action. The Department will evaluate the proposed remedial action and provide either written approval or written comments. The CAP shall include a list of actions and a completion schedule. The Department and ExxonMobil will review CAP actions, the schedule and remedial goals at regular technical meetings to be conducted at a frequency directed by the Department.

34. It is the intent of both parties to attempt to achieve the remedial goal within five (5) years of Department approval of the CAP. Should the remedial goal not be met within five (5) years, the parties will evaluate the conditions and if needed make adjustments to the CAP with the objective to meet the remedial goal within the next two years. This process shall continue on a year-by-year basis thereafter. ExxonMobil shall not be subject to penalty for failure to meet the remedial goal if ExxonMobil is in compliance with the Department approved CAP. The Department shall determine when remediation is completed to an extent that is protective of public health and the environment. It is recognized that the Department may determine that remediation is complete on one or more parcels while still requiring remediation for other parcels. The Department, in its sole discretion, will issue a "no further action" approval on a parcel by parcel basis.

VII. PERIODIC REPORTING

35. ExxonMobil shall submit a quarterly progress report, consistent with the currently approved format, to the Department. The quarterly reports shall be submitted by February 15, May 15, August 15, and November 15 for each of the previous calendar quarters. Upon mutual agreement, ExxonMobil and the Department may adjust the timing and frequency of the submission of progress reports.

36. When submitting a progress report to the Department, ExxonMobil shall submit four paper copies and one electronic copy (the number and format of copies may be modified by mutual agreement). The progress reports shall contain applicable information as identified in the document "Maryland Environmental Assessment Technology for Leaking Underground Storage Tanks" that describes information necessary to determine compliance with an approved IRM and CAP, including but not limited to the following information collected during the reporting period:

- a. sampling data from monitoring wells;
- b. sampling data from supply wells;
- c. amount of groundwater pumped and treated;
- d. potentiometric surface maps;
- e. information regarding an anticipated or actual delay that may or will result in an inability to complete an activity in accordance with a Department approved schedule, including the nature and cause of the delay, and any steps taken by ExxonMobil to mitigate such delay.

In any periodic progress report submitted pursuant to this Section, ExxonMobil may incorporate by reference information previously submitted.

VIII. REVIEW AND APPROVAL OF SUBMITTALS I

37. ExxonMobil shall submit to the Department for its review and approval, all plans, reports, or other documents that are required to be submitted in accordance with the terms and conditions of this Consent Decree. The Department may approve the submittal or decline to approve it and provide written comments. Within sixty (60) days of receiving

written comments from Department, ExxonMobil shall either: (a) revise the submittal consistent with the written comments and provide the revised submittal for final approval to the Department; or (b) submit the matter for dispute resolution, including the period of informal negotiations, under Section XII of this Consent Decree.

38. Upon receipt of the Department's final approval of the submittal, or upon completion of the submittal pursuant to dispute resolution, ExxonMobil shall implement the approved submittal in accordance with the schedule specified therein.

IX. RIGHT OF ENTRY

39. The Department and any authorized representatives of the Department, including contractors, are authorized to enter and freely move about the Property, subject to the rights of quiet enjoyment held by any tenants on the Property, at all reasonable times and upon reasonable notice to ensure compliance with this Consent Decree. Nothing herein shall be interpreted as limiting the inspection authority of the Department under Maryland law. The Department agrees that it and its representatives and contractors will comply with all applicable laws, regulations, ordinances, or procedures related to access to the Property, including, but not limited to, all security laws, regulations, and procedures, and any health and safety protocols and procedures established by ExxonMobil while at the Property.

40. To the extent that work required by this Consent Decree, or any plans submitted hereunder, must be conducted on property that is not owned by ExxonMobil, ExxonMobil shall use its reasonable best efforts to obtain access agreements from the present owner(s) and/or lessee(s), as appropriate, of such property within sixty (60) days of receipt of notice of Department approval of any plan submitted hereunder requiring such work. "Reasonable best efforts," as used in this Section shall include, at a minimum, but shall not be limited to, ExxonMobil sending a certified letter to the present owner(s) and/or lessees of such property requesting access agreements to permit ExxonMobil and their authorized representatives to enter such property. ExxonMobil shall, upon request, provide the Department with copies of all access agreements or such written request for property access for the purpose of performing sampling, monitoring, investigation or corrective actions. ExxonMobil may redact confidential terms from such access agreements.

41. In the event that access agreements cannot be obtained within the time period set forth in Paragraph 40, ExxonMobil shall promptly notify the Department in

writing, indicating all efforts made to obtain such agreements, and the Department may, consistent with its legal authority, assist ExxonMobil in obtaining access. In the event that the Department obtains such access, ExxonMobil shall be obligated to reimburse the Department for any costs judicially awarded or reasonably incurred in the exercise of its authority. If ExxonMobil cannot obtain such access, the approved scope of work or plan may be modified by mutual agreement between the Department and ExxonMobil to take account of the lack of such access.

X. PERMITS

42. Unless expressly stated otherwise in this Consent Decree, in any instance where otherwise applicable law or this Consent Decree requires ExxonMobil to secure a permit to authorize construction or operation of any device, including all treatment, water appropriation, preconstruction, construction, and operating permits required under state law, ExxonMobil shall make such application in a timely manner.

43. The enforcement of all such permits shall be in accordance with their own terms.

XI. FORCE MAJEURE AND EXCUSABLE DELAYS

44. ExxonMobil shall perform the requirements of this Consent Decree in the manner and within the time limits set forth herein, unless the performance is delayed by events or circumstances arising from causes beyond the reasonable control of ExxonMobil or unforeseeable events, which cannot be avoided or overcome by due diligence and which delays or prevents performance in the manner or by a date required by this Consent Decree.

45. Circumstances beyond the reasonable control of ExxonMobil include, without limitation, earthquake, flood, hurricane, severe weather or other act of God; war; riot; injunction; fire; labor stoppage; freight embargo; material shortages; appropriation of funding by the Maryland General Assembly, and compliance with any law, rule, or Decree of any governmental body, either existing now or hereafter created, that conflicts with the requirements or obligations of this Consent Decree. Such circumstances do not include increased costs of performance, changed economic circumstances, normal inclement weather, or failure to obtain federal, state, or local permits, unless ExxonMobil has made timely and reasonable application for such permits.

46. Within ten (10) working days after becoming aware that an event that

ExxonMobil believe constitutes an unforeseeable event or circumstance beyond their reasonable control that may prevent or delay performance of an obligation under this Consent Decree, ExxonMobil shall notify the Department of such event.

47. If the Department determines that the event or anticipated event which has caused or will cause the delay constitutes an unforeseeable event or circumstance beyond the control of ExxonMobil, the time for performance hereunder shall be extended for an appropriate period of time as determined by the Department, but not less than a period of time substantially equal to the length of the necessary delay, and any stipulated penalty shall not accrue. The Department shall inform ExxonMobil in writing of its approval.

48. In the event that ExxonMobil and the Department cannot agree that any delay or failure has been or will be caused by unforeseeable events or circumstances beyond the control of ExxonMobil, or if there is no agreement on the length of the extension, the dispute shall be resolved in accordance with Section XII herein.

XII. DISPUTE RESOLUTION

49. The dispute resolution procedures of this Section shall be the exclusive mechanism for ExxonMobil to raise and resolve disputes arising under or with respect to this Consent Decree. Nothing herein shall be construed to prohibit the Department from exercising any other remedy available at law or in equity to enforce the terms of this Consent Decree.

50. Any dispute that arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Department and ExxonMobil in an attempt to resolve the dispute in a good faith and expeditious manner. A dispute shall be considered to have arisen when one party sends all other parties a written Notice of Dispute.

51. The parties shall have sixty (60) days following receipt of a Notice of Dispute to reach agreement. ExxonMobil shall be entitled to jointly meet with the Director of the Department's Waste Management Administration during this sixty (60) day period. If the parties cannot reach agreement on the disputed issue, the Parties shall serve on one another written statements setting forth their respective proposed resolution of the dispute within thirty (30) days after the expiration of the sixty (60) day period. The dispute shall be resolved in accordance with the Department's proposed resolution unless, within thirty

(30) days after receipt of such proposed resolution, ExxonMobil files a petition for resolution of the dispute with the Court. Any such petition shall describe the nature of the dispute and ExxonMobil's proposal for resolution of the dispute. The Department shall have thirty (30) days after service of such petition to file a response to the petition and shall set forth its proposal for resolution of the dispute.

52. This Court shall have exclusive jurisdiction to resolve any dispute arising between or among the parties with respect to matters within the scope of this Consent Decree. With respect to the resolution of any dispute pursuant to a petition to the Court, the Court shall resolve the dispute in accordance with applicable law but in no event shall the Court be precluded from holding evidentiary hearings, considering testimony, or otherwise making determinations of fact if it deems such to be appropriate. The Court shall have the option to remand, reverse or modify the Department's decision.

XIII. STIPULATED PENALTIES

53. Unless there has been a written modification of a requirement of this Consent Decree by the Department, or excusable delay or force majeure as defined in Section XI of this Consent Decree, the Department may assess stipulated penalties for any failure by ExxonMobil to comply with the terms of this Consent Decree or any deadline set forth herein. ExxonMobil shall pay, within thirty (30) days after receipt of written demand to ExxonMobil by the Department stipulated penalties in the amount of one thousand (\$1,000) dollars per violation per day for the first 120 days and \$5,000 per day for each day of noncompliance thereafter. Every day that a violation exists constitutes a separate violation.

54. All stipulated penalties that the Department chooses to assess shall begin to accrue on the day after the performance was due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is completed to the Department's satisfaction or until the violation ceases. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree. ExxonMobil shall not be subject to stipulated penalties if the delay in submitting a deliverable is based on a lack of action or delay in action by Department.

55. ExxonMobil shall pay all stipulated penalties to the Department within

thirty (30) days of receipt of written demand to ExxonMobil, and shall continue to make such payments every thirty (30) days thereafter until the violation(s) no longer continue(s), unless ExxonMobil elects within twenty (20) days of receipt of written demand to ExxonMobil to dispute the accrual of stipulated penalties in accordance with the provisions in Section XII of this Consent Decree.

56. Stipulated penalties shall continue to accrue as provided in accordance with Paragraph 53 and 54 of this Consent Decree during any dispute, but need not be paid until the following:

- a) If the dispute is resolved by agreement, or by a decision of Department pursuant to Section XII of this Consent Decree that is not appealed to the Court, accrued stipulated penalties agreed or determined to be owing, together with accrued interest, shall be paid within thirty (30) days of the effective date of the agreement or of the receipt of Department' decision;
- b) If the dispute is appealed to the Court and the Department prevails in whole or in part, ExxonMobil shall, within sixty (60) days of receipt of the Court's decision or order, pay all accrued stipulated penalties determined by the Court to be owing, together with accrued interest; or
- c) If the Court's decision is appealed by any Party, ExxonMobil shall, within fifteen (15) days of receipt of the final appellate court decision, pay all accrued stipulated penalties determined to be due and owing, together with accrued interest. For purposes of this Paragraph, the accrued stipulated penalties agreed by the Parties, or determined by the Department through dispute resolution, to be due and owing may be less than the stipulated penalty amounts set forth in Paragraph 53 of this Consent Decree.

57. All stipulated penalties shall be paid in the manner set forth in Section V of this Consent Decree.

58. The stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the Department by reason

of ExxonMobil's failure to comply with any requirement of this Consent Decree or applicable law but shall be in lieu of statutory fines or penalties for failure to comply with any requirement of this Consent Decree.

XIV. NOTIFICATION

59. Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices or other submissions relating to or required by this Consent Decree shall be in writing and shall be sent to the following:

For the Department: Herbert M. Meade, Program Administrator
Oil Control Program, Waste Management Administration:
State of Maryland, Department of Environment
1800 Washington Boulevard
Baltimore, Maryland 21230

For ExxonMobil: James F. Medlin
ExxonMobil Environmental Services Company
1413 Highway 17 South #183
Surfside Beach, SC 29575-6090

With a copy to: ExxonMobil Environmental Services
Attn: Retail Remediation, Southeast Area Manager
3225 Gallows Road, 8B
Fairfax, VA 22182

and Mark Schaff
Kleinfelder
1340 Charwood Road, Suite I
Hanover, MD 21076

In the event the point of contact changes for any Party, that Party shall provide notification of the new point of contact.

XV. REIMBURSEMENT OF OVERSIGHT AND RESPONSE COSTS

60. In accordance with Environment Article § 4-411, ExxonMobil agrees to reimburse the Department for reasonable and necessary response and oversight costs incurred by the Department or its authorized representatives to the extent that: (a) such costs are incurred in direct oversight of ExxonMobil's performance of work and required monitoring under this Consent Decree from the date the Consent Decree is effective until completion of the work there under; (b) such costs are not inconsistent with Maryland law;

and (c) such costs do not exceed \$100,000 per year.

61. The Department will quarterly submit to ExxonMobil an accounting and supporting documentation for of all response and oversight costs incurred by the Department and its authorized representatives with respect to this Consent Decree. Failure to submit an accounting and supporting documentation in one fiscal year does not prevent the Department from submitting an accounting for that year in the next fiscal year. ExxonMobil shall, within ninety (90) days of receipt of each accounting, remit payment to the Department for any undisputed costs.

62. To the extent the response and oversight costs are consistent with the requirements of Paragraph 60, ExxonMobil agrees to limit any disputes concerning the Department's response and oversight costs to (i) accounting errors; (ii) the inclusion of costs outside the scope of this Consent Decree; (iii) costs inconsistent with Maryland law. ExxonMobil shall identify any contested costs and the basis of their objections and shall submit the same in writing to the Department within thirty (30) days of receipt of any accounting from the Department. Upon the Department's receipt of notice of disputed costs, ExxonMobil and the Department shall engage in good faith negotiations for a period of thirty (30) days before ExxonMobil or the Department may invoke Section XII of this Consent Decree.

XVI. GENERAL PROVISIONS

63. This Consent Decree does not apply to any claim(s) of alleged criminal liability.

64. This Consent Decree shall settle and conclude for all time all civil claims, whether know or unknown, between the Department and ExxonMobil, arising out of the acts, failure to act or occurrences alleged in the Complaint filed in the instant case including any claims for natural resource damages asserted by the Department. Upon entry by the Court, the Department shall dismiss, with prejudice, the pending Civil Action No. C-06-004455 against ExxonMobil. The Court will have continuing jurisdiction as specified in paragraph 73.

65. Except as specifically provided by this Consent Decree, nothing in this Consent Decree shall relieve ExxonMobil of its obligation to comply with all applicable

federal, state, and local laws and regulations. Nothing contained in this Consent Decree shall be construed to prevent or limit the rights of the Department to obtain penalties or injunctive relief for violations of the State's environmental laws or regulations except that the Department has agreed that the stipulated penalties set forth in paragraph 52 are in lieu of any statutory penalties for violations of this Consent Decree.

66. Each limit and/or other requirement established by or under this Consent Decree will be considered to be a separate, independent requirement.

67. This Consent Decree does not limit, enlarge or affect the rights of any Party to this Consent Decree as against any third parties. Nothing contained in this Consent Decree shall affect any right, claim, and cause of action or defense of ExxonMobil with respect to third parties and ExxonMobil reserves the right to utilize this Consent Decree.

68. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree, and supercedes all prior agreements and understandings among the Parties related to the subject matter herein. No document, representation, inducement, agreement, understanding, or promise not otherwise set forth herein shall constitute any part of this Consent Decree or the settlement it represents, nor shall they be used in construing the terms of this Consent Decree.

69. Each Party to this action shall bear its own costs and attorneys' fees.

XVII. SUBSEQUENT MODIFICATION

70. Any modification of this Consent Decree must be in writing and signed by the Parties. If the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval by the Court. The Department, however, may approve revised completion dates, deadlines for submission, remediation modifications, and other schedules for good cause without requiring approval by the Court.

XVIII. SEVERABILITY

71. If any provision or authority of this Consent Decree or the application of this Consent Decree to any Party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision or authority to other Parties or circumstances and the remainder of this Consent Decree shall not be affected thereby and shall remain in full force.

XIX. COMMUNITY RELATIONS

72. ExxonMobil shall continue to inform the public of the progress of the implementation of the Remedial Measures Plan as directed by the Department in accordance with State regulation.

XX. CONTINUING JURISDICTION

73. This Court shall have jurisdiction to enforce the terms and conditions of this Consent Decree, to modify the Consent Decree upon petition of either Party, and to resolve disputes arising under this Consent Decree.

XXI. EFFECT OF SETTLEMENT

74. The Department reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein. This Consent Decree shall not be construed to limit the rights of the Department to obtain penalties or injunctive relief under the Environment Article or other State law or regulation, or permit condition, except as expressly specified herein.

75. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Notwithstanding any provision of this Consent Decree, ExxonMobil is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and ExxonMobil's compliance with this Consent Decree shall be no defense to any action by the Department commenced pursuant to said laws, regulations, or permits, except to the extent the action is based on matters resolved through this Consent Decree.

76. This Consent Decree does not limit or affect the rights of ExxonMobil or of the Department against any third parties, entities or individuals, not party to this Consent Decree, except as otherwise provided by law.

XXII. TERMINATION

77. This Consent Decree shall remain in force and effect until all obligations and terms referred to in Paragraphs 1 through 76 are completed, corrective action is completed to the satisfaction of the Department, and payment of all required penalties have been completed or satisfied. The Department shall provide the Court and ExxonMobil with written notice that all terms of the Consent Decree have been completed to the Department's satisfaction within sixty (60) days of the Department's receipt of an

acceptable final report from ExxonMobil.

XXIII. EFFECTIVE DATE

78. The Secretary of the Department or her authorized designee shall execute this Consent Decree following ExxonMobil's execution. The effective date of this Consent Decree shall be the Department's date of execution.

IT IS SO DECREED this ____ day of _____ 2008.

Judge, Circuit Court for Baltimore County

IT IS SO AGREED AND CONSENTED TO:

EXXON MOBIL CORPORATION

Date: 9-8-08

R. W. Hilchey

R. W. Hilchey
Agent and Attorney-in Fact
Exxon Mobil Corporation

IT IS SO AGREED AND CONSENTED TO:

STATE OF MARYLAND

DEPARTMENT OF THE ENVIRONMENT

Date: September 11, 2008

Horacio Tablada

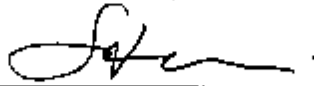
[Name and Title] *Horacio Tablada*
[Division] *Director, Waste Management Administration*

Date: SEPTEMBER 11 2008

Shari T. Killson

[Name and Title] *Shari T. Killson*
[Division] *SECRETARY, MD. DEPT. OF ENVIRONMENT*

Approved as to form and legal sufficiency
this 11th day of September, 2008.



Stephanie Cobb Williams
Assistant Attorney General

