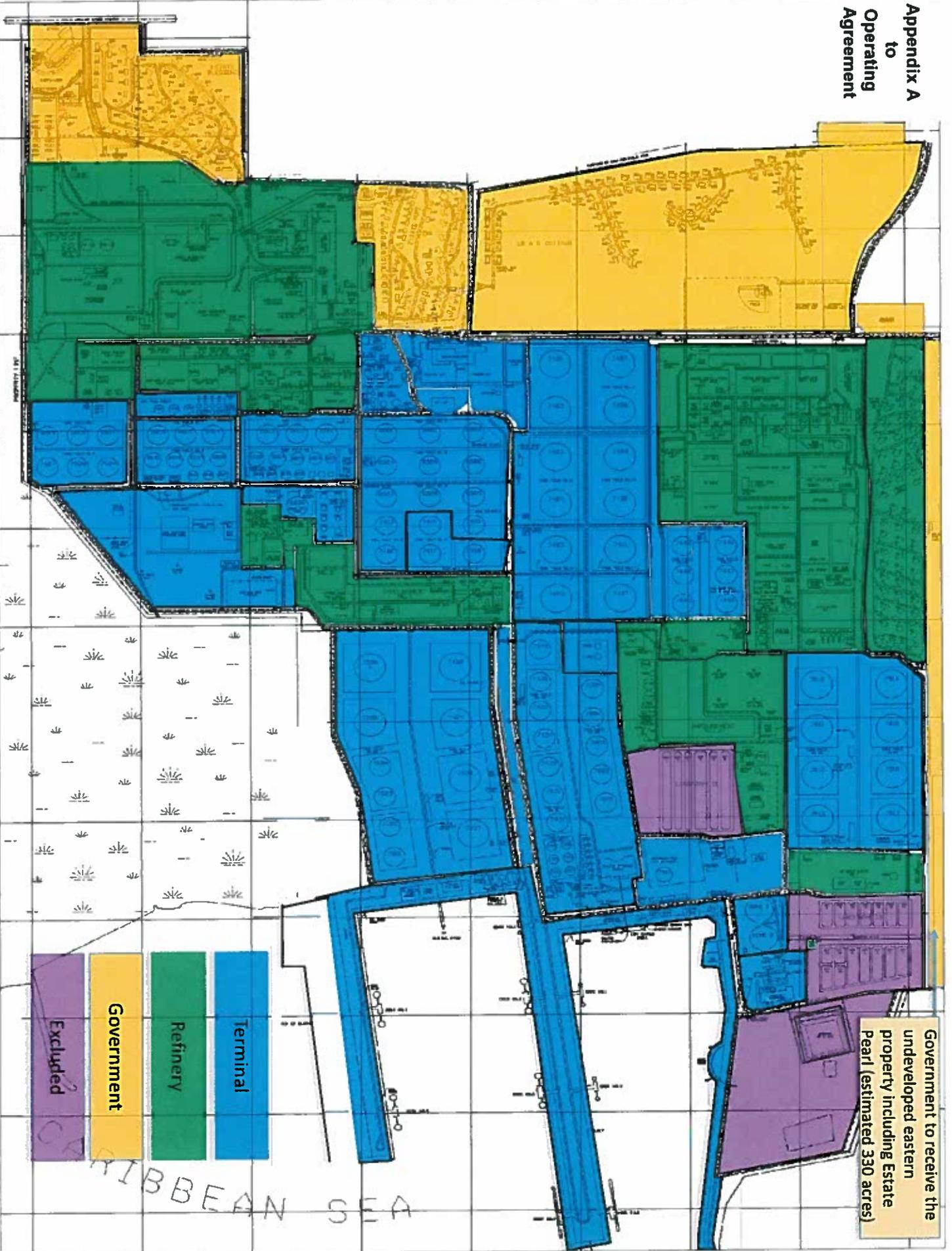


Appendix A  
to  
Operating  
Agreement



**Option Parcel coordinates:**

Estate Cassava Gardens

- Parcel No. 1 Estate Cassava Gardens, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136 dated August 09, 1973, revised August 23, 1991.
- Remainder Matr. No. 39-A and 49 Estate Cassava Gardens, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136 dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot

- Remainder Parcel No. 1 Estate Barren Spot, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136 dated August 09, 1973, revised August 23, 1991.

Estate Pearl

- Remainder Matr. 51 & Matr. 43 Estate Pearl, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136 dated August 9, 1973, revised August 23, 1991.
- Remainder Matr. 38 Estate Pearl, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136 dated August 9, 1973, revised August 23, 1991.



## **APPENDIX B**

### **Claims and Litigations**

The Government hereby represents that as there are no actions, suits or proceedings pending or, to the best of the Government's knowledge, threatened against or affecting the Government before any court or administrative body or arbitral panel that could reasonably be expected to have a material adverse effect on the ability of the Government to meet and carry out the obligations of this Agreement, other than those identified below.

- *In re HOVENSA LLC*, No. 15-10003 (Bankr.V.I. 2015)



## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement" or "Settlement Agreement") is by and among Alicia V. Barnes, Commissioner of the Virgin Islands Department of Planning and Natural Resources, in her capacity as Trustee for Natural Resources of the Territory of the United States Virgin Islands ("Trustee"), and the Government of the Virgin Islands, in its *parens patriae* and public trustee capacities, on behalf of the public and its quasi-sovereign interests ("Government" or "Government of the Virgin Islands"), collectively referred to as the "Plaintiffs," and Hess Oil Virgin Islands Corp., a corporation organized and existing under the laws of the United States Virgin Islands ("HOVIC") and HOVENSA, L.L.C., a limited liability company organized and existing under the laws of the United States Virgin Islands ("HOVENSA"), collectively referred to as "Settling Defendants," all collectively referred to as "Settling Parties" and individually referred to as a "Settling Party."

WHEREAS, on May 5, 2005, the Trustee filed a complaint captioned *Commissioner of the Dep't of Planning and Natural Resources v. Century Alumina Co., et al.*, Civ. No. 2005-0062, against Settling Defendants and St. Croix Renaissance Group, L.L.P., Alcoa World Alumina Company, L.L.C., Lockheed Martin Corporation, St. Croix Alumina, L.L.C., Century Alumina Company, and Virgin Islands Alumina Company, (collectively, the "Alumina Parties") pursuant to the Virgin Islands Water Pollution Control Act, V.I. Code Ann. Tit. 12 § 181 *et seq.* ("VIWPCA"), the Virgin Islands Oil Spill Prevention and Pollution Control Act, V.I. Code Ann. Tit. 12 § 701 *et seq.* ("VIOSPPCA"), common law, and Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA");

WHEREAS, on July 30, 2009, the Trustee and the Government filed an amended complaint against the same parties;

WHEREAS, through the complaint the Trustee and the Government sought injunctive relief, damages, attorneys' fees and costs, and other amounts as may be just and proper relating to pollution or contamination of waters of the Virgin Islands alleged to have resulted from the presence of petroleum, chloride, nutrients, micronutrients, hazardous wastes, solid wastes, and other pollutants generated by or associated with the Refinery Property, as defined below;

WHEREAS, in response to the complaint, HOVIC and HOVENSA brought counterclaims against the Government of the Virgin Islands and a third-party complaint against Virgin Islands Waste Management Authority ("VIWMA");

WHEREAS, all claims pursuant to CERCLA between the Trustee and HOVIC and HOVENSA concerning groundwater damages have been dismissed by rulings of the United States District Court for the Virgin Islands and all claims pursuant to CERCLA concerning marine natural resources have been withdrawn by the Trustee, leaving no CERCLA claims currently pending;

WHEREAS, the Trustee is included in this Settlement Agreement solely to effectuate formal resolution of this litigation and to make clear that there will be no appeals from prior dismissal or voluntary withdrawal of the Trustee's claims; and

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WHEREAS, this Settlement Agreement is entered into voluntarily and applies to and is binding upon the Plaintiffs and upon Settling Defendants, and their successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, and without admitting any liability for any purpose and intending to be legally bound, the Parties agree as follows:

1. **Definitions.** In addition to the definitions contained in the Preamble and Recitals in this Agreement, whenever the terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply solely for purposes of this Settlement Agreement:

A. "Day" shall mean a calendar day unless expressly stated to be a working day. The term "working day" shall mean a day other than a Saturday, Sunday, Federal holiday or Virgin Islands holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, Federal holiday or Virgin Islands holiday, the period shall run until the close of business of the next working day.

B. "Effective Date" shall mean the date this Settlement Agreement is fully executed by all the parties.

C. "First Payment Date" shall mean a day within two (2) working days after the Effective Date of this Settlement Agreement.

D. "HOVENSA's Real Property, Fixtures and Equipment" shall mean (i) the Refinery Property and all fixtures affixed to the Refinery Property and equipment of any kind located thereon and (ii) any crude oil or refined petroleum products to which any Settling Defendant has title stored in above-ground storage tanks within the Refinery Property.

E. "HOVENSA Sale" shall mean the sale of all or substantially all of the equity ownership units in HOVENSA, itself, to a third party or third parties.

F. "Natural Resources" shall mean land, fish, wildlife, biota, surface water, ground water, drinking water supplies, wetlands, habitats, species, estuarine and marine environments, wildlife and marine sanctuaries, archaeological, cultural, recreational and other biotic resources, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Virgin Islands, singly or jointly with another person or entity.

G. "Pre-Existing Contamination" shall mean discharges of any pollutant, contaminant, hazardous waste, hazardous substance, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive into soil, ground water, marine sediments and/or surface water at the Refinery Property prior to the Effective Date of this Settlement Agreement, and described in documents referenced in Exhibit A. Contamination not

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identified in any such documents is not Pre-Existing Contamination and is outside the scope of the Settlement Agreement.

H. "Refinery Property" shall mean the real property that constitutes the site of the HOVENSA oil refinery facility located at Limetree Bay, St. Croix, United States Virgin Islands including all upland and presently or formerly submerged land owned or leased at any time by HOVIC or HOVENSA.

I. "Refinery Sale" shall mean the sale of some or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.

J. "Related Parties" shall mean (i) PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation (f/k/a Amerada Hess Corporation), Petroleos de Venezuela, S.A., and their shareholders, directors, officers and employees, and any other of the Settling Defendants' former or current parent corporations, former or current subsidiary corporations, joint venture partners, predecessor corporations, and members; or (ii) the Settling Defendants' successor and assigns, but only to the extent that the alleged liability of such entity or entities is based on the alleged liability of a Settling Defendant prior to the Effective Date of the Settlement Agreement.

K. "Second Payment Date" shall mean the earlier of (i) December 31, 2014 or (ii) the date of the closing of the Refinery Sale or HOVENSA Sale.

L. "Security Documents" shall mean the documents set forth at Exhibit B hereto.

M. "Total Settlement Value" shall mean \$43,500,000.00.

N. "UCC" shall mean the Uniform Commercial Code as in effect in the Virgin Islands, as it may be amended from time to time and codified at Title 11A of the Virgin Islands Code.

2. **Payments.** Settling Defendants shall pay or cause to be paid to the Government the Total Settlement Value. HOVENSA shall pay \$3,500,000.00 ("First Payment") on or before the First Payment Date by wiring such funds to the account provided by counsel for the Government on or before the Effective Date. HOVENSA shall pay the Government of the Virgin Islands an additional \$40,000,000.00 on the Second Payment Date upon the closing of a Refinery Sale, or if there is no Refinery Sale but a HOVENSA Sale, HOVIC, PDVSA, V.I., Inc. and HOVENSA shall cause the payment of \$40,000,000.00 to the Government on the Second Payment Date. The payment of \$40,000,000.00 is referred to as the "Second Payment" herein. No proceeds from the Refinery Sale and/or HOVENSA Sale shall be paid to Hess Corporation or Petroleos de Venezuela, S.A. prior to the Second Payment being made to the Government. Upon receipt of the wire-transfer(s) of the \$40,000,000.00 to the Government of the Virgin Islands to

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the account (or accounts) that were provided by counsel for the Government on or before the Effective Date, the Government shall release the first priority lien described in Paragraph 3 herein.

3. HOVENSA shall secure all of its obligations hereunder by granting to the Government of the Virgin Islands, on the Effective Date, as defined above, first priority liens on HOVENSA's Real Property, Fixtures, and Equipment located in St. Croix in the amount of \$40,000,000. HOVENSA shall take all actions, and execute all documents necessary, to grant and perfect the first priority liens described herein. A copy of the Security Documents, which include a first priority mortgage, security agreement, and UCC financing statement, are attached hereto as Exhibit B. In providing these first priority liens and entering into this Settlement Agreement, HOVENSA hereby certifies that the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are owned by HOVENSA free and clear and that there are no encumbrances of any kind on its property of any kind, including but not limited to charges, claims, judgments, deeds of trust, community property interests, pledges, conditions, equitable interests, liens (statutory or other), options, security interests, mortgages, easements, encroachments, rights of way, rights of first refusal, or restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership except those held by the Government, the Virgin Islands Waste Management Authority, or Virgin Islands Port Authority.

4. If the Total Settlement Value has not been received by the Government on or before December 31, 2014, the Governor of the Virgin Islands shall have the option, in the Governor's discretion, to either (i) reduce the Second Payment to the amount of the gross proceeds from the Refinery Sale or HOVENSA Sale or (ii) enforce all remedies and exercise all rights available to it under the Security Documents and applicable law, including without limitation the right to foreclose on any or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.

5. **Plaintiffs' Release.** In consideration for the First Payment, Second Payment, and lien described in Paragraph 3, Plaintiffs hereby release HOVENSA, HOVIC, and Related Parties from all claims asserted in and relief, including attorneys' fees and litigation costs, ever sought by Plaintiffs in *Commissioner of the Dep't of Planning and Natural Resources, et al. v. Century Alumina Co., et al.*, Civ. No. 2005-0062 (D.V.I.) ("Civ. No. 2005-0062") with respect to all Pre-Existing Contamination and harm or damage to or loss of natural resources, or limitations on the use or availability of ground water caused by Pre-Existing Contamination resulting from spills, discharges or releases of Contaminants at the Refinery Property prior to the Effective Date.

6. **Plaintiffs' Covenant Not to Sue.** In consideration of the First Payment, Second Payment, and lien described in Paragraph 3, except as specifically provided in Paragraphs 7 and 9, Plaintiffs covenant not to sue or to take other civil or administrative action under Virgin Islands law, common law, or federal law against the Settling Defendants and their Related Parties for response costs, damages, natural resource damages, and/or injunctive relief due to Pre-Existing Contamination. The Plaintiffs' covenants not to sue are conditioned upon the

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satisfactory performance by Settling Defendants of their obligations under this Settlement Agreement.

7. **Reservation of Rights by Plaintiffs.** Notwithstanding any other provision of this Agreement, Plaintiffs reserve, and this Agreement is without prejudice to, all rights against Settling Defendants, their successors, their assigns, future owner(s) and operator(s) of the Refinery Property after the Effective Date, and subsequent owner(s) of HOVENSA with respect to:

- (a) Breach by Settling Defendants of the Settlement Agreement;
- (b) Liability based on a Settling Defendant's transportation, treatment, storage, or active disposal, or the arrangement for the transportation, treatment, storage, or active disposal of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at a location within the USVI other than the Refinery Property, with the exception of placement of dredge spoil in SWMU 27, Lagoon No. 1 Dredge Spoil Area, in compliance with and as identified in RCRA Part B Operating Permit HOVENSA L.L.C.-EPA I.D. # VID980536080, which Lagoon is located on property now or formerly owned by St. Croix Renaissance Group;
- (c) criminal liability that is unrelated to the matters being released by Plaintiffs under this Settlement Agreement;
- (d) liability for violations of federal or territorial laws, regulations, agreements, orders, consent decrees, licenses, and permits that occur after the Effective Date;
- (e) liability arising from future spills, releases or discharges of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date;
- (f) liability arising from off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date and
- (g) liability arising from releases or discharges of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances not within the definition of Pre-Existing Contamination.

The reservation of rights contained in Paragraph 7(f) as to off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any

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petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date does not apply to HOVIC.

8. **Releases and Covenant Not to Sue Plaintiffs by Settling Defendants.** Settling Defendants and their Related Entities covenant not to sue and agree not to assert any claims or causes of action against the Government, the Trustee, the Commissioner, any other agency or instrumentality of the Government, the Virgin Islands Waste Management Authority, the Virgin Islands Port Authority, and any of their directors, officials, officers, and employees with respect to the matters addressed in this Settlement Agreement, including but not limited to any direct or indirect claim regarding Pre-Existing Contamination and/or seeking reimbursement of the costs of complying with this Settlement Agreement. The Settling Defendants and their Related Entities release and forever discharge the Plaintiffs and their directors, officials, officers, and employees from all counterclaims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062. The Settling Defendants release and forever discharge the Virgin Islands Waste Management Authority and its directors, officials, officers, and employees from all third-party claims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062.

9. **Compliance with Laws.** This Settlement Agreement will not in any way affect obligations of HOVENSA and its successors and assigns and any future owner or operator of the refinery operations and/or Refinery Property after the Effective Date of this Agreement to comply with all federal and territorial laws, regulations, agreements, orders, consent decrees, licenses and permits, including but not limited to HOVENSA's ongoing and future obligations pursuant to the federal Resource Conservation and Recovery Act, Virgin Islands Coastal Zone Management Act, Virgin Islands Oil Spill Prevention and Pollution Control Act, federal Clean Water Act, Virgin Islands Water Pollution Control Act, Virgin Islands Water Resources Conservation Act, federal Clean Air Act, Virgin Islands Air Pollution Control Act and the reporting requirements of the Comprehensive Environmental Response, Compensation, and Liability Act. This Settlement Agreement shall not in any way limit or expand the Government of the Virgin Islands' authority with respect to regulating water appropriations by HOVENSA or in any way constitute a waiver of HOVENSA's rights under the Concession Agreement with respect to such authority.

10. **Certification Regarding Pre-Existing Contamination.** By signing this Settlement Agreement, each Settling Defendant certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Government of the Virgin Islands prior to the Effective Date all information known to it and all information in its possession or control which discloses or discusses Pre-Existing Contamination or any past or potential future release of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at or from the Refinery Property. The Parties agree that the full extent and nature of the Pre-Existing Contamination will be based upon data and analysis concerning ground water, surface water or soil contamination contained in documents identified in Exhibit A hereto that describe or contain data concerning contamination at or migrating from the Refinery Property as contaminated ground water or as contaminated surface water, or directly to the marine environment.

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11. **Payments and Liens.** The payments and liens referenced in Paragraphs 2 to 4 above shall be in addition to any payment(s) made or due to the Government pursuant to the Fourth Amendment Agreement, which was ratified by the Legislature of the Virgin Islands (Act 30-0273) on November 4, 2013.

12. **Effect on Third-Parties;Reservation of Defenses.** Except as expressly provided herein, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement with the exception of the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Refinery Property against any person not a Party hereto except the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement.

13. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands.

14. **Notices and Submissions.** Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing in accordance with this Paragraph 14. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, two days after the date of mailing, as follows:

For Virgin Islands:

Vincent F. Frazer, Attorney General, or Successor  
Territory of the United States Virgin Islands  
488-50C Kronprindsens Gade, GERS Complex  
Charlotte Amalie, St. Thomas  
U.S. Virgin Islands 00802  
Tel: 340-774-5666  
Fax: 340-774-9710

Alicia Barnes, Commissioner and Trustee, or Successor  
U.S. Virgin Islands Department of Planning & Natural Resources  
45 Mars Hill  
Frederiksted, VI 00840-4474  
Tel: 340-773-1082  
Fax: 340-773-1716

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John K. Dema Esq.  
Law Offices of John K. Dema, P .C.  
1236 Strand Street, Suite 103  
Christiansted, St. Croix  
U.S. Virgin Islands 00820-5008  
Tel: 340-773-6142  
Fax: 340-773-3944

For Settling Defendants:

HOVENSA, L.L.C.  
Sloan Schoyer, General Manager  
HOVENSA, L.L.C.  
1 Estate Hope  
Christiansted, U.S. Virgin Islands 00820-5652

Hess Oil Virgin Islands Corp  
Brian Lever, President  
Hess Oil Virgin Islands Corp.  
1501 McKinney St.  
Houston, TX 77010

Donald W. Stever, Esq.  
B. David Naidu, Esq.  
K&L Gates LLP  
599 Lexington Avenue  
New York, NY 10022

David Castro, Esq.  
Hess Corporation  
500 Dallas Street  
Houston, TX 77522

Franklin Quow, Esq.  
HOVENSA, L.L.C.  
1 Estate Hope  
Christiansted, U.S. Virgin Islands 00820-5652

15. **No Admission.** By entering into this Settlement Agreement, the Settling Defendants and Related Parties do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in Civ. No. 2005-0062, nor is their entering into this Settlement Agreement an admission of violation of any law, rule, or regulation, nor shall any statement contained herein be construed to be an admission by the Settling Defendants or Related Parties.

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16. **Further Assurances.** HOVENSA and HOVIC shall take actions as are necessary or as the Government or Trustee may reasonably request from time to time to ensure that the Security Documents are properly executed and enforceable, and the liens granted thereby in the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are perfected in a manner satisfactory to the Government or Trustee, in each case including the execution and delivery of security agreements, financing statements and other documents, the filing or recording of any of the foregoing as requested by the Government and/or the Trustee from time to time. In addition, HOVIC and HOVENSA shall provide all information reasonably requested by the Government related to the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment.

17. **Modifications.** Modifications to this Settlement Agreement may only be made in writing, signed by the Plaintiffs and Settling Defendants.

18. **Authorization to Sign.** Each undersigned representative of a Party certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Party to this document.

19. **Binding and Enforceable.** This Agreement has been duly executed and delivered on behalf of the Party by the appropriate officers of the Party, and constitutes the legal, valid, and binding obligation of the Party, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, and other similar laws applicable to creditors' rights generally.

20. **Stipulation of Dismissal.** Within seven (7) days of the Effective Date the Settling Parties shall submit a stipulation to the District Court of the Virgin Islands, Division of St. Croix dismissing from Case No. 2005-0062 all claims, counterclaims, and third-party claims against each other and the Virgin Islands Waste Management Authority. Dismissal of the action shall be "with prejudice" as of the date of the receipt by the Government of (i) both the First Payment and Second Payment or (ii) the First Payment and the proceeds of the Second Payment realized pursuant to the enforcement of the first priority liens on HOVENSA's Real Property, Fixtures, and Equipment.

21. **Dispute Resolution.** To the extent a dispute arises between the Settling Parties concerning compliance with or interpretation of the terms of this Settlement Agreement, the Settling Party believing that there has been a breach of this Agreement (the "Disputing Party") may notify the other party in writing that the Disputing Party believes a dispute exists as to whether another Settling Party is complying with this Agreement. Once such written notification is provided, the Settling Parties shall engage in informal negotiations for a period of seven (7) calendar days. If the Settling Parties are unable to resolve the dispute informally, the Disputing Party shall notify the other party within five (5) calendar days whether it intends to submit the dispute to arbitration. Once such notice is served, the Disputing Party may submit the dispute to (a) Judge Edward N. Cahn (ret.) or (b) any other mutually agreeable arbitrator (in either case, the "Arbitrator"). The Arbitrator shall attempt to evaluate the dispute in as cost-effective and

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prompt a manner as possible. The decision of the Arbitrator shall be binding on the Settling Parties. All costs of dispute resolution (*e.g.*, Arbitrator fees and costs) shall be split equally between Plaintiffs and Settling Defendants, except that the Plaintiffs and Settling Defendants shall bear their own attorneys' fees and costs.

22. **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, negotiations or understandings, both written and oral, which may have related to the subject matter hereof in any way.

23. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.

24. **Descriptive Headings.** The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

25. **Drafting Interpretations.** This Agreement was negotiated by the Settling Parties at arm's length and each of the Settling Parties has had the opportunity to consult with independent legal counsel before signing this Agreement. Therefore, no Settling Party shall maintain that the language of this Agreement should be construed against any other Settling Party.

26. **Counterparts; Facsimile and Scanned Signatures.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and scanned counterpart signatures to this Agreement shall be acceptable and binding.

27. **No Use As Evidence.** This Agreement is the result of a compromise among the Settling Parties and shall never be considered at any time or for any purpose as an admission of liability and/or responsibility on the part of any Party herein released. The payment of any sum of money in consideration for the execution of this Agreement or the absence of any payment shall not constitute, nor be construed as, an admission of any liability whatsoever by any Settling Party herein released. This Agreement shall not be admissible as evidence in any proceeding other than in an action brought by a Settling Party to enforce this Agreement.

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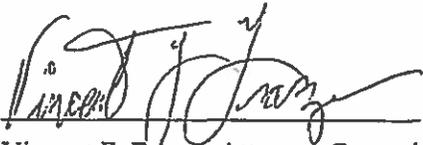
28. **Stipulation and Protective Order.** The Parties agree to comply with Paragraph 18 of the Stipulation and Protective Order Regarding Disclosure of Confidential Information, Dkt. Nos. 799 and 799-1 (September 19, 2011), and Order issued by the District Court of the Virgin Islands, Dkt No. 801 (September 20, 2011). A copy of the Stipulation is attached hereto as Exhibit C.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

**Government of the United States Virgin Islands**

By:  Date: May 28, 2014  
Vincent F. Frazer, Attorney General  
Territory of the United States Virgin Islands  
488-50C Kronprindsens Gade, GERS Complex  
Charlotte Amalie, St. Thomas  
U.S. Virgin Islands 00802

**Alicia Barnes, in her capacity as Trustee for  
Natural Resources of the United States Virgin Islands**

By:  Date: 5/29/2014  
Alicia Barnes, Trustee  
U.S. Virgin Islands Department of Planning & Natural Resources  
5 Mars Hill  
Frederiksted, VI 00840-4474

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Hess Oil Virgin Islands Corp.

By: 

Brian Lever, President  
Hess Oil Virgin Islands Corp.  
1501 McKinney St.  
Houston, TX 77010

Date: 5-28-14

HOVENSA, L.L.C.

By: \_\_\_\_\_

Sloan Schoyer, General Manager  
HOVENSA, L.L.C.  
1 Estate Hope  
Christiansted, U.S. Virgin Islands 00820-5652

Date: \_\_\_\_\_

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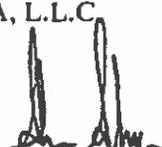
Hess Oil Virgin Islands Corp.

By: \_\_\_\_\_

Brian Lever, President  
Hess Oil Virgin Islands Corp.  
1501 McKinney St.  
Houston, TX 77010

Date: \_\_\_\_\_

HOVENSA, L.L.C.

By:  \_\_\_\_\_

Sloan Schoyer, General Manager  
HOVENSA, L.L.C.  
1 Estate Hope  
Christiansted, U.S. Virgin Islands 00820-5652

Date: 5/28/14

EXHIBIT A

No.	Date	Author	Description	Begin Dates	End Dates	Category
4	7/8/1993	BioImpact, Inc.	Benthic Survey of the West Turning Basin, HOVIC Refinery, St. Croix USVI	HOVIC-NRD0328566	HOVIC-NRD0328578	Amy Dempsey Documents
25	12/1/1999	ES&T	HOVENSA LLC Comprehensive Workplan - Area of Concern (AOC) No. 3 Workplan, Groundwater Investigation, Delineation and Remedial Alternatives	HOV-NRD0172456	HOV-NRD0172479	AOC Reports
26	2/29/2000	ES&T	Comprehensive Investigation and Corrective Measures Workplan - AOC No. 3 (Areas Impacted by Dissolved MTBE and/or Oxygenated Ether Constituent Plumes)	HOV-NRD0172480	HOV-NRD0172569	AOC Reports
27	4/13/2000	ES&T	HOVENSA Comprehensive Workplan for AOCs 1 and 2	HOV-NRD0450554	HOV-NRD0450623	AOC Reports
28	5/3/2000	ES&T	HOVENSA Refinery Comprehensive Investigation and Corrective Measures Study Workplan for AOC 3	HOVENSA0004846; SS015710	HOVENSA0004891; SS015755	AOC Reports
29	5/11/2000	ES&T	Revised Corrective Measures Study (CMS) Workplan for AOC 1 and 2	HOV-NRD0144714	HOV-NRD0144762	AOC Reports
30	6/1/2000	ES&T	HOVENSA LLC Corrective Measures Study, Status Report for AOC 3	HOVENSA0004914; SS028292	HOVENSA0004940; SS028318	AOC Reports
31	8/15/2000	ES&T	HOVENSA Refinery Comprehensive Investigation and Corrective Measures Study Workplan for AOC 3	HOVENSA0004796; SS015308	HOV-NRD0004844; SS015356	AOC Reports
32	11/1/2000	SCA	Administrative Order on Consent (Dkt No. RCRA-02-2001-7301)	Not Bates Stamped		AOC Reports
33	12/29/2000	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0172078	HOV-NRD0172155	AOC Reports
34	3/30/2001	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0172016	HOV-NRD0172077	AOC Reports
35	6/29/2001	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0172156	HOV-NRD0172271	AOC Reports
36	9/28/2001	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0171897	HOV-NRD0172015	AOC Reports
37	9/28/2001	ES&T	HOVENSA Refinery Comprehensive Investigation and Corrective Measures Study Workplan for AOC 3	HOVENSA0005085; SS055333	HOVENSA0005141; SS055389	AOC Reports
38	11/21/2001	ES&T	HOVENSA Interim Corrective Measures (ICM) and Corrective Measures Study (CMS) Status Report, AOC 3	HOV-NRD0159217	HOV-NRD0159279	AOC Reports
39	11/26/2001	ES&T	Defining of Potential Constituents of Concern and Methodologies to Assess Risk for AOC 1	HOV-NR50310400	HOV-NRD0310483	AOC Reports
40	12/21/2001	ES&T	HOVENSA LLC ICM and CMS Status Report for AOC 3	HOVENSA0005023; SS055061	HOVENSA0005084; SS055122	AOC Reports
41	3/28/2002	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159280	HOV-NRD0159331	AOC Reports
42	9/30/2002	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159405	HOV-NRD0159459	AOC Reports

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43	11/30/2002	ES&T	Delineation and Evaluation of Human Health Risk Based Remedial Action Areas (RAAs) for AOC 2	HOV-NRD0476200	HOV-NRD0476275	AOC Reports
44	11/30/2002	ES&T	Delineation and Evaluation of Human Health Risk Based Remedial Action Areas (RAAs) for AOC 2	HOV-NRD0476196	HOV-NRD0476423	AOC Reports
45	12/24/2002	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159460	HOV-NRD0159530	AOC Reports
46	3/20/2003	ES&T	Ecological Risk Assessment for AOCs 1, 2 and 3 at the HOVENSA Refinery	HOV-NRD0319357	HOV-NRD0319515	AOC Reports
47	3/28/2003	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159531	HOV-NRD0159586	AOC Reports
48	6/30/2003	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159662	HOV-NRD0159745	AOC Reports
49	9/30/2003	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159746	HOV-NRD0159795	AOC Reports
50	12/31/2003	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159796	HOV-NRD0159848	AOC Reports
51	3/31/2004	ES&T	HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159849	HOV-NRD0159912	AOC Reports
52	5/14/2004	ES&T	Ecological Risk Assessment for AOCs 1, 2 and 3 at the HOVENSA Refinery, Final Report	HOV-NRD0362900	HOV-NRD0363271	AOC Reports
53	6/30/2004		HOVENSA ICM and CMS Status Report, AOC 3, prepared for the USEPA	HOV-NRD0159587	HOV-NRD0159661	AOC Reports
54	11/30/2004	ES&T	Final CMS Report for AOCs 1, 2, and 3	HOV-NRD0156461	HOV-NRD0156958	AOC Reports
55	3/21/2006	ES&T	Final CMS Report for AOCs 1, 2 and 3	HOV-NRD0231136	HOV-NRD0231301	AOC Reports
56	3/21/2006	ES&T	Response to USEPA Comments re HOVENSA's Final CMS Report for AOCs 1, 2, and 3.	HOV-NRD0151598	HOV-NRD0152095	AOC Reports
57	9/1/2006	ES&T	Site-Wide Model and Risk Assessment Status Update and Certification, prepared for HOVENSA	HOV-NRD0012881	HOV-NRD0012926	AOC Reports
58	12/1/2006	ES&T	Revised CMI Workplan for AOCs 1, 2, and 3	HOV-NRD036787	HOV-NRD0367927	AOC Reports
59	9/14/2007	ES&T	CMI Workplan for AOCs 1, 2 and 3	HOV-NRD0450624	HOV-NRD0450755	AOC Reports
60	11/23/2007	ES&T	CMI Workplan for AOCs 1, 2 and 3	HOV-NRD0366744	HOV-NRD0366986	AOC Reports
61	2/15/2008	ES&T	CMI Workplan for AOCs 1, 2 and 3	HOV-NRD0366677	HOV-NRD0366743	AOC Reports
62	5/12/2009	ES&T	Site-Wide Model Risk Assessment Status Update and Certification	HOV-NRD0150021	HOV-NRD0150187	AOC Reports
63	7/21/2009	ES&T	CMI Workplan for AOCs 1, 2 and 3	HOV-NRD0365216	HOV-NRD0365283	AOC Reports

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No.	Date	Author	Description	Begin Bates	End Bates	Category
64	9/1/2009	ES&T	Site-Wide Model Risk Assessment Status Update and Certification AND Response to EPA Comments on the May 2009 Site-Wide Model Risk Assessment Update Report	HOV-NRD0012881	HOV-NRD0012938	AOC Reports
65	5/25/2010	ES&T	Petition for "Correction Action Complete with Controls" for SWMUs 9, 10 and 11 (Surface Impoundments 1, 2 and 3 Respectively)	HOV-NRD0012345	HOV-NRD0012364	AOC Reports
66	5/25/2010	ES&T	Site-Wide Model Risk Assessment Status Update and Certification Update Report	HOV-NRD0143909	HOV-NRD0144132	AOC Reports
67	4/20/1994	Kenneth Thomas, WAPA Bruce Green, Caribbean Hydro Tech	Letter to Benjamin Nazario, Director, DPNR, re: Barren Spot well field closure	SS009959	SS009959	Barren Spot Documents
68	5/5/1994	Todd R. Crawford, Friedman & Bruya, Inc. Environmental Chemists	Letter to Ken Thomas, WAPA, re: Barren Spot wells with attached testing results	SS047863	SS047879	Barren Spot Documents
69	6/7/1994		Letter to Bruce Green, Caribbean Hydro-Tech re: Barren Spot well sampling results and attached results	SS09976	SS09986	Barren Spot Documents
70						
71	9/26/1994	IT Corporation	Analysis of Barren Spot well samples performed for WAPA	HOV-NRD0499748	HOV-NRD0499793	Barren Spot Documents
72						
73	10/13/1994	Alberto Bruno-Vega, WAPA	Letter to Roy E. Adams, Commissioner, DPHR re: Barren Spot Wellfield	SS009956	SS009958	Barren Spot Documents
74						
75	4/12/2006	ES&T	Memorandum/Report from David Bennett to David Watterson and Todd Harris re: Estate Pearl CMS Status	ES&T-NRD_0018286	ES&T-NRD0018321	Estate Pearl
76						
77						
78	3/30/2012	Andrews, Charles	Expert Report of Charles B. Andrews, HOVENSA Refinery, St. Croix, U.S. Virgin Islands, March 30, 2012	Not Bates Stamped		Expert Reports
79						
80						
81						
82	3/30/2012	Hennet, Remy, J.-C.	Expert Report of Remy J.-C. Hennet, HOVENSA Refinery, St. Croix, U.S. Virgin Islands, March, 2012	Not Bates Stamped		Expert Reports
87						
88	5/30/2012	Hennet, Remy, J.-C.	Rebuttal Report of Remy J.-C. Hennet, HOVENSA Refinery, St. Croix, U.S. Virgin Islands, May 30, 2012	Not Bates Stamped		Expert Reports
89						
90		Vicente, Vance, P. (PhD)	Vance P. Vicente, MS, Ph.D., St. Croix, USVI, South Shore Industrial Site Expert Report	Not Bates Stamped		Expert Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
91	8/25/1997	Gene W. Schmidt	Letter to Steve Freeman, Amerada Hess, with attached GC results for sample points 615, 616, 617, and 618	HOVIC-NRD0092051	HOVIC-NRD0092064	Gene Schmidt Documents
92	10/28/1997	Gene W. Schmidt	Fingerprint Analysis for SWMU 25 and Firefighting Training Area Hydrocarbon Samples	HOVIC-NRD0263465	HOVIC-NRD0263487	Gene Schmidt Documents
93	4/6/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerada Hess, re: Hydrocarbon Fingerprinting Analysis, HOVIC with attached GCs	HOV-NRD0491225	HOV-NRD0491259	Gene Schmidt Documents
94	5/4/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerada Hess, re: Hydrocarbon Fingerprinting Analysis, HOVIC	HOV-NRD0484617	HOV-NRD0484617	Gene Schmidt Documents
95	5/4/1998	Gene W. Schmidt	Letter to Steve Freeman, Amerada Hess, re: Hydrocarbon Fingerprinting Analysis, HOVIC with attached GCs	HOV-NRD0491187	HOV-NRD0491223	Gene Schmidt Documents
96	6/8/1998	Gene W. Schmidt	Fax to Dan Gradle, HOVIC re: Wells 253, 254, RW18, RW17, 71, and 449 and Tanks 7426, 7423, and 7422 with attached GCs	HOV-NRD0491156	HOV-NRD0491185	Gene Schmidt Documents
97	6/26/1998	Gene W. Schmidt	Letter to Dan Gradle, HOVIC, re: Liquid Hydrocarbon Samples Collected in June 1998	HOVIC-NRD0260467	HOVIC-NRD0260469	Gene Schmidt Documents
98	6/26/1998	Gene W. Schmidt	Letter to Dan Gradle, HOVIC re: Liquid Hydrocarbon Samples Collected in June, 1998 with attached GCs	HOV-NRD0491067	HOV-NRD0491151	Gene Schmidt Documents
99	7/10/1998	Gene W. Schmidt	Fax to Steve Freeman, Amerada Hess, re: HOVIC well fingerprinting	HOVIC-NRD0260470	HOVIC-NRD0260475	Gene Schmidt Documents
100	7/27/1998	Gene W. Schmidt	Fax to Dan Gradle, HOVIC re: Well 641, Estate Figtree with attached GCs	HOV-NRD0491050	HOV-NRD0491065	Gene Schmidt Documents
101	8/11/1998	Gene W. Schmidt	Letter to Dan Gradle, HOVIC re: #3 GT Electrical Manhole Sample with attached GCs	HOV-NRD0491035	HOV-NRD0491046	Gene Schmidt Documents
102	8/19/1998	Gene W. Schmidt	Fax to Dan Gradle, HOVIC, re: West Ditch Pool Hydrocarbon Sample with attached GC results	HOVIC-NRD0318603	HOVIC-NRD0318614	Gene Schmidt Documents
103						
104	11/20/1998	Gene W. Schmidt	Letter to Dan Gradle, HOVIC re: Wells 650, CL24-4, 105, 155, 430, and 534 with attached GCs	HOV-NRD0490953	HOV-NRD0490972	Gene Schmidt Documents
105	2/2/1999	Gene W. Schmidt	Letter to Dan Gradle, HOVENSA, re: Wells 254, 463, 68A, RW18, 450, 333, 71, 428, 514, and 558 with attached GCs	HOV-NRD0490921	HOV-NRD0490951	Gene Schmidt Documents
106	2/11/1999	Gene W. Schmidt	Letter to Dan Gradle, HOVIC re: VER Skid Gas Chromatograms	HOVIC-NRD0215696	HOVIC-NRD0215711	Gene Schmidt Documents
107	9/29/1999	Gene W. Schmidt	Fax to Carey Cunningham, HOVENSA, re: Fingerprint Analysis, Estate Figtree Area with attached GC results	HOV-NRD0448376	HOV-NRD0448401	Gene Schmidt Documents
108	3/19/2000	Gene W. Schmidt	Letter to Kathleen Antoine, HOVENSA, with attached GC results for wells 271, 465, 466, 472, 543, 544, and NSFSA	HOV-NRD0430530	HOV-NRD0430553	Gene Schmidt Documents
109	10/25/2000	Gene W. Schmidt	Letter to Kathleen Antoine, HOVENSA, with attached GC results for wells 1641, 1642, 204, and RW2	HOVIC-NRD0260450	HOVIC-NRD0260466	Gene Schmidt Documents

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No.	Date	Author	Description	Begin Dates	End Dates	Category
110	3/6/2001	Gene W. Schmidt	Letter to Donald Bull, HOVENSA, re: Wells 617, 627, and 629 and Tank 7528 with attached GCs	GWS-VI_0003218	GWS-VI_0003243	Gene Schmidt Documents
111	5/8/2001	Gene W. Schmidt	Fax to Donald Bull, HOVENSA, re: Wells 440, 442, 556, 563, and 564 with attached GCs	GWS-VI_0002585	GWS-VI_0002597	Gene Schmidt Documents
112	8/14/2002	Gene W. Schmidt	Letter to Steve Freeman, Amerada Hess, re: Wells VW-31 and VW-32 with attached GCs	GWS-VI_0001105	GWS-VI_0001127	Gene Schmidt Documents
113	2/7/2003	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: Wells 68A, 69, and 154 with attached GCs	GWS-VI_0001079	GWS-VI_0001104	Gene Schmidt Documents
114	1/31/2004	Gene W. Schmidt	Letter to David Watterson, HOVENSA, with attached GC results for SWMU 27 area	HOV-NRD0369081	HOV-NRD0369097	Gene Schmidt Documents
115	4/30/2004	Gene W. Schmidt	Fax to David Bennett, ES&T, re: GC results for SWMU 27 area	HOV-NRD0346043	HOV-NRD0346064	Gene Schmidt Documents
116	6/29/2004	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: Wells 68A, 69, and 154 with attached GCs	GWS-VI_0000908	GWS-VI_0000937	Gene Schmidt Documents
117	10/13/2004	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: Wells 71, NSFB, and 422 with attached GCs	GWS-VI_0000778	GWS-VI_0000796	Gene Schmidt Documents
118	6/21/2005	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: Well 685 and Release 7084 with attached GCs	HOV-NRD0346168	HOV-NRD0346178	Gene Schmidt Documents
119	11/30/2005	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: Well 424	GWS-VI_0000731	GWS-VI_0000741	Gene Schmidt Documents
120	4/6/2006	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: HOVENSA SB-007	GWS-VI_0000694	GWS-VI_0000702	Gene Schmidt Documents
121	3/21/2007	Gene W. Schmidt	Fax to Steve Freeman, Hess, re: St. Croix Aluminum fingerprinting with attached GCs	HOV-NRD0354410	HOV-NRD0354436	Gene Schmidt Documents
122	12/7/2007	Gene W. Schmidt	Fax to David Watterson, HOVENSA, with attached GC results for Well VW208	HOV-NRD0491668	HOV-NRD0491676	Gene Schmidt Documents
123	6/23/2008	Gene W. Schmidt	Fax to David Watterson, HOVENSA, re: Well 223 with attached GCs	HOV-NRD0349612	HOV-NRD0349625	Gene Schmidt Documents
124	7/14/2008	Gene W. Schmidt	Letter to David Watterson, HOVENSA, with attached GC results for Well 223 and Tank 7413	HOV-NRD0146427	HOV-NRD0146434	Gene Schmidt Documents
125						
126	7/11/2009	Gene W. Schmidt	Letter to David Watterson, HOVENSA, with attached GC results for Wells 409, 540, and 552	HOV-NRD0198474	HOV-NRD0198512	Gene Schmidt Documents
173	8/26/1998	Arthur D. Utile	HOVIC	HOVIC-NRD0115378	HOVIC-NRD0116140	Other
174						
175	11/9/1983	HOVIC	SPCC Plan	HOVIC-NRD0309187	HOVIC-NRD0309249	Other Reports
176	11/7/1986	HOVIC	SPCC Plan	HOVIC-NRD0184895	HOVIC-NRD0184959	Other Reports
177	1/1/1988	Engineering Science	A Summary Report on the Subsurface Hydrocarbon Recovery Program	SS104996	SS105240	Other Reports
178	6/1/1989	HOVIC	SPCC Plan	HOVIC0002497	HOVIC0002689	Other Reports

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179	10/1/1990	The Advent Group, Inc.	SPCC Plan	HOVIV0002831	HOVIC0002914	Other Reports
180	3/1/2001	Miller Environmental Group	Facility Response Plan (FRP), Spill Prevention, Control and Countermeasure (SPCC) Plan, Hazardous Substance Response Plan	HOVNSA0000001	HOVNSA0000427	Other Reports
181	7/14/2003	DPNR	P. Mahoney permit denial (AOC# 4)	55277189	55277190	Other Reports
182	6/1/2004	NRCI	NRCI Report Part 1	55000001	55000278	Other Reports
183	6/1/2004	NRCI	NRCI Report Part 2	55000279	55000447	Other Reports
184	9/6/2012	DPNR	A. Chitole Permit Denial Letters	Not Bates Stamped		Other Reports
185	9/25/2012	DPNR	R. Vivot Permit Denial Letters	Not Bates Stamped		Other Reports
186	6/7/1984	Aware, Inc.	Supplemental Reports for HOVIC's RCRA Groundwater Monitoring Program	HOVIC-NRD0065858	HOVIC-NRD0065995	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
187	7/1/1986	A.T. Keamey, Inc., Baker/TSA, Inc.	RCRA Facility Assessment Hess Oil Virgin Island Corporation	55027671	55027696	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
188	5/1/1988	A.T. Keamey, Inc., K.W. Brown & Associates	Final RCRA Facility Assessment Report Hess Oil Virgin Island Corporation	HOVIC30(b)(6) 001007	HOVIC30(b)(6) 001058	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
189	3/1/1989	The Advent Group, Inc.	RCRA Facility Investigation for SWMU 14	HOVIC-NRD0037054	HOVIC-NRD0037186	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
190	7/1/1990	The Advent Group, Inc.	Comprehensive SWMU Workplan, prepared for HOVIC	HOVIC-NRD0306559	HOVIC-NRD0306832	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
191	5/28/1992	EMS Environmental, Inc.	Bimonthly RCRA Facility Investigation re SWMU #1 and SWMU #4	HOVIC-NRD0056641	HOVIC-NRD0056646	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
192	8/18/1992	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1992	HOVIC-NRD0056647	HOVIC-NRD0056680	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
193	10/16/1992	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1992-9/1992	HOVIC-NRD0109080	HOVIC-NRD0109150	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
194	10/16/1992	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/16/1992	HOVIC-NRD0056681	HOVIC-NRD0056789	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
195	11/20/1992	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 9/1992-10/1992	HOVIC-NRD0109152	HOVIC-NRD0109193	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
196	11/20/1992	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 11/20/1992	HOVIC-NRD0056790	HOVIC-NRD0056811	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
197	4/26/1993	The Advent Group, Inc.	Comprehensive RFI Report	HOVIC-NRD0116897	HOVIC-NRD0117179	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
198	9/30/1993	HOVIC	Revised RCRA Facility Investigations Report	HOVIC-NRD0114935	HOVIC-NRD0115377	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
199	3/29/1994	HOVIC	HOVIC Subsurface Geology and External Stresses Report	HOVIC-NRD0170644	HOVIC-NRD0170649	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
200	4/29/1994	EMS Environmental, Inc.	DRAFT -Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report	HOVIC-NRD0112478	HOVIC-NRD0112501	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
201	5/3/1994	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations	HOVIC-NRD0299323	HOVIC-NRD0299364	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
202	12/30/1994	HOVIC	Comprehensive Final RFI Report	HOVIC-NRD0285939	HOVIC-NRD0286445	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
203	3/2/1995	ES&T	Water Flow and Dissolved Phase Hydrocarbon Modeling at the HOVIC Refinery, St. Croix	HOVIC-NRD0213515	HOVIC-NRD0214192	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
204	8/1/1995	ES&T	HOVIC Water Flow and Free Phase Hydrocarbon Analysis in the Vicinity of Lagoon East and Landfarm II	HOVIC-NRD0138230	HOVIC-NRD0138744	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
205	8/11/1995	HOVIC	RFI Workplan	HOVIC-NRD0319619	HOVIC-NRD0319561	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
206	8/11/1995	Drew Fillingame, HOVIC	Letter to Andrew Bellina, EPA, re: Response to EPA's June 23, 1995 Review Letter 12/30/94 Comprehensive Final RCRA Facility Investigation (RFI) Report	HOVIC-NRD0121450	HOVIC-NRD0121490	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
207	9/27/1995	Andrew Bellina, EPA	Letter to Drew Fillingame, HOVIC, re: Landfarm 1 - Arsenic Outside Source Demonstration Report; SWMU #16, Bundle Wash Area - RFI Workplan for Groundwater Investigation	HOVIC-NRD0117902	HOVIC-NRD0117904	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
208	11/16/1995	Drew Fillingame, HOVIC	Letter to Andrew Bellina, EPA, re: Response to EPA's September 27, 1995 Review Letter; Landfarm 1 - Arsenic Outside Source Demonstration Report; SWMU #16, Bundle Wash Area - RFI Workplan for Groundwater	HOVIC-NRD0117962	HOVIC-NRD0117994	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
209	3/1/1996	HOVIC	RCRA Facility Investigation (RFI) Workplan for Solid Waste Management Unit No. 22 (SWMU 22)	HOVIC-NRD0122845	HOVIC-NRD0122877	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
210	3/22/1996		Bi-monthly Progress Report, RCRA Facility Investigations	HOVIC-NRD0120558	HOVIC-NRD0120700	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
211	3/29/1996	HOVIC	HOVIC - RCRA Facility Investigation (RFI) Work plan for Solid Waste Management Unit No. 22 (SWMU 22) - 3/29/96	HOVIC-NRD0333716	HOVIC-NRD0333754	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
212	4/15/1996	Andrew Bellina, EPA	Letter to Drew Fillingame, HOVIC, re: EPA comments on RFI Status Report for SWMUs 14, 16, 21, and 22 and RFI Work Plan for SWMU 22	HOVIC-NRD0120701	HOVIC-NRD0120707	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
213	6/4/1996	Foster Wheeler Environmental Corp.	Bi-monthly Progress Report, RCRA Facility Investigations	HOVIC-NRD0120874	HOVIC-NRD0121219	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
214	6/17/1996	HOVIC	Letter endorsing Lysimeter Installation Workplan for Landfarms I and II	HOVIC-NRD0317603	HOVIC-NRD0317808	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
215	8/9/1996	HOVIC	Bi-monthly Progress Report, RCRA Facility Investigations	HOVIC-NRD0120729	HOVIC-NRD0120873	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
216	10/9/1996	Nicoletta Di Forte, EPA	Letter to Terrence C. Persaud, HOVIC, re: RFI Bimonthly reports for April-July 1996 and Proposed Trial Corrective Measures for SWMUs 1, 16, and 21	HOVIC-NRD0330809	HOVIC-NRD0330818	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
217	10/25/1996	HOVIC	Addendum to the August 30, 1996 Interim Status Groundwater Quality Assessment Report, Surface Impoundments 1 & 2 (Lagoon West)	HOVIC-NRD0121427	HOVIC-NRD0121449	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
218	11/1/1996	ES&T	Preliminary Analysis of Recovery Trenches In the Land Farm II/Lagoon East Area, Final Report	HOVIC-NRD0122806	HOVIC-NRD0122884	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
219	11/29/1996	ES&T	Final Report: Water Flow and Free Phase Hydrocarbon Analysis in the West Refinery Area	HOV-NRD0454766	HOV-NRD0454923	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
220	12/9/1996	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1996-11/1996	HOVIC0002162	HOVIC0002302	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
221	1/1/1997	HOVIC	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 16 - Bundle Wash Area And SWMU 21 - Flare No. 3 Low Point Drain Area January 7, 1997	HOVIC-NRD0051983	HOVIC-NRD0052378	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
222	1/7/1997	HOVIC	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report for SWMU 16 - Bundle Wash Area and SWMU 21 - Flare No. 3 Low Point Drain Area	HOVIC-NRD0116403	HOVIC-NRD0116896	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
223	2/14/1997	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1996-01/1997	HOVIC30(b)(6)001059	HOVIC30(b)(6)001351	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
224	2/28/1997	Environmental Systems & Technologies, Inc. (ES&T)	Final Report: Water Flow and Free Phase Hydrocarbon Analysis in the East Refinery Area	HOVIC-NRD0052406	HOVIC-NRD0052498	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
225	3/14/1997	HOVIC	Hess Oil Virgin Island Corporation (HOVIC) SWMU 22 RCRA Facility Investigation Final Report	HOVIC-NRD0123401	HOVIC-NRD0123667	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
226	4/14/1997	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 2/1997-3/1997	HOVIC30(b)(6)004003	HOVIC30(b)(6)004188	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
227	6/30/1997	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 04/1997-05/1997	HOVIC30(b)(6)001352	HOVIC30(b)(6)001501	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
228	8/30/1997	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 06/1997-07/1997	HOVIC30(b)(6)001502	HOVIC30(b)(6)001761	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
229	10/15/1997	HOVIC	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 26 Fire Fighting Training Area And Associated Water Underflow Sump October 15, 1997	HOVIC-NRDO102307	HOVIC-NRDO102599	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
230	10/15/1997		Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report for SWMU 26 Fire Fighting Training Area and Associated Water Underflow Sump October 15, 1997	HOVIC-NRDO263669	HOVIC-NRDO263946	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
231	10/31/1997	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 08/1997-09/1997	HOVIC30(b)(6)001762	HOVIC30(b)(6)001957	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
232	12/31/1997	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1997-11/1997	HOVIC30(b)(6)001958	HOVIC30(b)(6)002137	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
233	2/28/1998	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1997-1/1998	HOVIC30(b)(6)002138	HOVIC30(b)(6)002378	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
234	4/14/1998	HOVIC	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 1 Area Northern Drainage Ditch April 14, 1998	HOVIC-NRDO103292	HOVIC-NRDO103468	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
235	4/14/1998	HOVIC	Hess Oil Virgin Island Corp (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 25 Construction Debris Burial Area April 14, 1998 C-0521.027.98	HOVIC-NRDO263332	HOVIC-NRDO263668	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
236	4/18/1998	HOVIC	Hess Oil Virgin Island Corporation (HOVIC) RCRA Facility Investigation Draft Final Report for SWMU 24 Lagoon No. 1 Area North Drainage Ditch	HOVIC-NRDO103291	HOVIC-NRDO103468	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
237	4/24/1998	HOVIC	Hess Oil Virgin Island Corp (HOVIC) RCRA Facility Investigation Draft Final Report For SWMU 24 Lagoon No. 1 Area Northern Drainage Ditch April 24, 1998	HOVIC-NRDO263947	HOVIC-NRDO264125	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
238	4/30/1998	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/1998-03/1998	HOVIC30(b)(6)002379	HOVIC30(b)(6)002564	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
239	6/25/1998	Foster Wheeler Environmental Corp.	Draft Final RFI Report for SWMU 27 (Dredge Spoil Area)	HOVIC30(b)(6)004449	HOVIC30(b)(6)004645	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
240	6/30/1998	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/1998-5/1998	HOVIC30(b)(6)002565	HOVIC30(b)(6)002804	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
241	8/31/1998	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/1998-7/1998	HOVIC30(b)(6)002805	HOVIC30(b)(6)002950	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
242	10/5/1998	HOVIC	Final RCRA Facility Assessment Report and Draft CMS and CMI Workplan	HOVIC0000107	HOVIC0000245	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
243	10/5/1998	Foster Wheeler Environmental Corp.	HOVIC Final RCRA Facility Investigation Report and Draft Corrective Measures Study (CMS) and Corrective Measures Implementation (CMI) Workplan for SWMU 27 (Dredge Spoils Area)	HOVIC30(b)(6)003263	HOVIC30(b)(6)003401	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
244	10/30/1998	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1998-9/1998	HOVIC30(b)(6)002951	HOVIC30(b)(6)003104	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
245	11/18/1998	EPA	Letter to Terrence C. Persaud, HOVENSA, re: Draft Final RFI Reports for SWMUs 24, 25, and 26	HOVIC-NRD0325632	HOVIC-NRD0325637	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
246	12/15/1998	ES&T	Letter enclosing Revised Site-Wide Conceptual Model Design Report; HOVENSA Site-Wide Groundwater/Phase Separated Hydrocarbon (PSH) Dissolved Phase Hydrocarbon (DPH) Model	HOV-NRD0178845	HOV-NRD0178935	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
247	12/31/1998	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1998-11-1998	HOVIC30(b)(6)003105	HOVIC30(b)(6)003262	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
248	2/26/1999	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1998-01/1999	HOVENSA30(B)(6)000874	HOVENSA30(B)(6)001005	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
249	3/22/1999	HOVENSA	Letter enclosing Revised CMI Workplan for SWMU 29	HOV-NRD0147346	HOV-NRD0147384	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
250	4/30/1999	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/1999-03/1999	HOVENSA30(B)(6)001839	HOVENSA30(B)(6)001965	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
251	8/1/1999	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/1999-7/1999	HOV-NRDO130157	HOV-NRDO130184	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
252	10/29/1999	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/1999-9/1999	HOV-NRDO463842	HOV-NRDO463968	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
253	12/23/1999	Foster Wheeler Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/1999-11/1999	HOV-NRDO463561	HOV-NRDO463683	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
254	2/29/2000	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/1999-01/2000	HOVENSA30(B)(6)001966	HOVENSA30(B)(6)002081	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
255	3/21/2000	ES&T	HOVENSA Site-Wide Model: PSH Model Development, Final Report	HOV-NRDO143066	HOV-NRDO143109	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
256	4/11/2000	HOVENSA	Final Corrective Measures Study (CMS) Report, SWMU 4 - Construction Landfill No. 3	HOV-NRDO171344	HOV-NRDO171612	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
257	4/28/2000	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 2/2000-3/2000	HOVENSA30(B)(6)001006	HOVENSA30(B)(6)001137	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
258	6/30/2000	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2000-5/2000	HOVENSA30(b)(6)001139	HOVENSA30(b)(6)001267	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
259	8/11/2000	HOVENSA	Draft Final Corrective Measures Implementation (CMI) Report, SWMU 14 RCRA Facility Investigation	HOV-NRDO169718	HOV-NRDO169750	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
260	8/31/2000	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2000-7/2000	HOV-NRDO452283	HOV-NRDO452402	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
261	9/8/2000	HOVENSA	Corrective Measures Study (CMS) Workplan, SWMU 2 RCRA Facility Investigation	HOV-NRDO163791	HOV-NRDO163829	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
262	9/18/2000	HOVENSA	Final Corrective Measures Study (CMS) Report, SWMU 4 - Construction Landfill No. 3	HOV-NRDO170632	HOV-NRDO170883	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
263	9/18/2000	HOVENSA	Final Corrective Measures Study (CMS) Report, SWMU 4 - Construction Landfill No. 3	HOV-NRD0171613	HOV-NRD0171865	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
264	10/31/2000	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2000-9/2000	HOV-NRD0452403	HOV-NRD0452530	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
265	12/29/2000	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2000-11/2000	HOVENSA30(B)(6) D01268	HOVENSA30(B)(6)001403	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
266	2/28/2001	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2000-1/2001	HOV-NRD0452153	HOV-NRD0452282	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
267	4/30/2001	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 2/2001-3/2001	HOV-NRD0451875	HOV-NRD0452013	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
268	6/29/2001	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2001-5/2001	55112716	55112852	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
269	8/1/2001	HOVENSA	SWMU 25 and 26 Revised Corrective Measures Study Workplan	HOV-NRD0177812	HOV-NRD0177857	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
270	8/17/2001	HOVENSA	Revised CMS Workplan for SWMUs 25 and 26 (CMMU 2)	HOV-NRD0209656	HOV-NRD0209671	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
271	8/30/2001	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 06/2001-07/2001	HOV-NRD0212682 -	HOV-NRD0212792	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
272	9/30/2001	ES&T	HOVENSA Final Report: Site-Wide Model: Dissolved Phase Transport Model Development	HOV-NRD0143805	HOV-NRD0143862	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
273	10/31/2001	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2001-9/2001	HOVIC-NRD0421750	HOVIC-NRD0421886	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
274	12/31/2001	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2001-11/2001	HOV-NRD0212794 -	HOV-NRD0212885	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
275	2/28/2002	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6-12/2001-01/2002	HOV-NRD0369812	HOV-NRD0369899	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
276	2/28/2002	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2001-01/2002	HOV-NRD0212592	HOV-NRD0212679	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
277	4/30/2002	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/2002-03/2002	HOV-NRD0369573	HOV-NRD0369659	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
278	6/30/2002	IT Environmental Corp.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2000-05/2000	HOVENSA30(B)(6)001138	HOVENSA30(B)(6)001267	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
279	8/31/2002	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 6/2002-07/2002	HOV-NRD0231617	HOV-NRD0231720	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
280	10/31/2002	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2002-9/2002	HOV-NRD0451273	HOV-NRD0451426	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
281	12/31/2002	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 10/2002-11/2002	55074742	55074881	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
282	8/15/2003	St. Croix Alumina Recovery Group	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & dissolved Phase Petroleum Hydrocarbon Constituent (DPPHC) Progress Report, 5/14-8/14/2003	HOV-NRD0301988	HOV-NRD0302003	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
283	10/31/2003	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 8/2003-9/2003	55074882	55075018	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
284	11/21/2003	HOVENSA	Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-NRD0369966	HOV-NRD0369994	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
285	11/26/2003	HOVENSA	Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-NRD0171306	HOV-NRD0171343	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
286	1/30/2004	HOVENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-NRD0369995	HOV-NRD0370018	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
287	2/29/2004	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 12/2003-01/2004	HOV-NRD0233865	HOV-NRD0233954	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
288	3/7/2004	HOVENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-NRD0163830	HOV-NRD0164051	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
289	3/7/2004	HOVENSA	Revised Corrective Measures Study Final Report for Solid Waste Management Unit #2	HOV-NRD0191185	HOV-NRD0191204	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
290	3/17/2004	HOVENSA	Interim Corrective Measures (ICM) Status Report for SWMU 27	HOV-NRD0401321	HOV-NRD0401380	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
291	4/30/2004	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 02/2004-03/2004	HOV-NRD0233964	HOV-NRD0234047	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
292	6/30/2004	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 4/2004-5/2004	HOV-NRD0233727	HOV-NRD0233829	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
293	7/16/2004	ES&T	Phase 1 Screening Level Ecological Risk Assessment for SWMU 27	HOV-NRD0177686	HOV-NRD0177811	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
294	8/30/2004	EMS Environmental, Inc.	Bimonthly Progress Report, RCRA Facility Investigations and Corrective Measures Study Status Report, 06/2004-07/2004	HOV-NRD0232047	HOV-NRD0232128	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
295	7/21/2005	Entrix, Inc.	Phase 2 Screening Level Ecological Risk Assessment for SWMU 27	HOV-NRD0177858	HOV-NRD0178076	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
296	9/29/2005	Timothy Gordon, EPA	Letter to Kathleen Antoine, HOVENSA, re Final CMS Report for SWMU 23	ES&T-NRD_0014616	ES&T-NRD_0014622	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
297	12/16/2005	HOVENSA	CMS Final Report for SWMU 2	HOV-NRD0164670	HOV-NRD0165029	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
298	2/22/2006	HOVENSA	CMI Final Report for SWMU # 4	HOV-NRD0170977	HOV-NRD0171256	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
299	7/1/2006	HOVENSA	Clean Closure Report for Surface Impoundments 1 and 2	HOV-NRDO206905	HOV-NRDO207603	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
300	7/31/2006	HOVENSA	Letter enclosing Clean Closure Report for Surface Impoundment 3	HOV-NRDO207604	HOV-NRDO208289	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
301	6/23/2008	ES&T	Status of RCRA Groundwater Sampling for Surface Water Impoundments 1, 2, and 3	HOV-NRD0011704	HOV-NRD0011739	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
302	4/1/2009	HOVENSA	HOVENSA RCRA Corrective Actions and SWMU Summary	HOV-NRDO283534	HOV-NRDO283555	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
303	1/22/2010	Groundwater and Environmental Services, Inc. (GES)	Letter enclosing HOVENSA Container Storage Area (CSA) Closure Certification Report, 11/2009.	HOV-NRDO360633	HOV-NRDO361010	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
304	1/22/2010	HOVENSA	HOVENSA RCRA Corrective Actions and SWMU Summary	HOV-NRDO290964	HOV-NRDO290988	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
305	5/25/2010	HOVENSA	Petition for "Corrective Action Complete with Controls" for SWMUs 9, 10, and 11 (Surface Impoundments 1, 2, and 3, Respectively)	HOV-NRD0012345	HOV-NRD0012364	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
306	8/12/2010	ES&T	Petition for Corrective Action Complete with Controls for SWMUs 9, 10, and 11 (Surface Impoundments 1, 2, and 3, Respectively)	HOV-NRD0012246	HOV-NRD0012265	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
307	7/31/2012	Groundwater and Environmental Services, Inc. (GES)	HOVENSA RCRA Corrective Actions and SWMU Summary	HOV-NRDO506194	HOV-NRDO506226	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
308	9/14/2012	Groundwater and Environmental Services, Inc. (GES)	Letter enclosing Revised CMI Workplan for SWMU 22 (Surface Impoundments 3/Landfarm 2 oily Water Sewer Line)	HOV-NRD0501546	HOV-NRD0501597	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
309	Unknown	ES&T	Water Flow and Dissolved Phase Hydrocarbon Modeling at HOVIC Refinery, St. Croix	HOVIC-NRD0110824	HOVIC-NRD0110858	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
310		The Advent Group, Inc.	RCRA Facility Investigation for the Settling Basin (SWMU 14), Task III	HOVIC-NRD0037892	HOVIC-NRD0038175	RCRA Facility Investigation, Assessment, Workplan, Corrective Measures and Reports
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312						
313						
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316	8/21/2002	Geo Monitoring Services	1st Ground Water Monitoring Event - St. Croix Alumina Site - tables and lab data only dated 8/21/2002	HOV-NRD0302803	HOV-NRD0302988	SCA Reports
317	1/2/2003	Geo Monitoring Services	2nd Ground Water Monitoring Event - St. Croix Alumina Site dated 1/2/2003	HOV-NRD0308065	HOV-NRD0309166	SCA Reports
318	4/22/2003	Geo Monitoring Services	DPPHC & PSPH Delineation Findings Report for the SCA Site, prepared for the Project Operating Committee for the Administrative Order on Consent	SS108713; REDMUD-NRC1-862	SS108805; REDMUD-NRC1954	SCA Reports
319	12/20/2003		4th Ground Water Monitoring Event - St. Croix Alumina Site dated 12/20/2003	HOV-NRD0309189	HOV-NRD0309278	SCA Reports
320	2/13/2004	Geo Monitoring Services	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & Dissolved Phase Petroleum Hydrocarbon Constituent (DPPHC) Progress Report, for 11/11/2003-2/8/2004, at the SCA Site	SS316680	SS316698	SCA Reports
321	5/8/2004	Geo Monitoring Services	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & Dissolved Phase Petroleum Hydrocarbon Constituent (DPPHC) Progress Report, for 2/9/2004-5/8/2004, at the SCA Site	SS316638	SS316658	SCA Reports
322	7/15/2004	Geo Monitoring Services	5th Ground Water Monitoring Event - St. Croix Alumina Site dated 7/15/2004	HOV-NRD0302070	HOV-NRD0302150	SCA Reports
323	12/30/2004	Geo Monitoring Services	6th Ground Water Monitoring Event - St. Croix Alumina Site dated 12/30/2004	HOV-NRD0308450	HOV-NRD0308529	SCA Reports
324	2/3/2005	Geo Monitoring Services	Quarterly Phase Separated Petroleum Hydrocarbon (PSPH) & Dissolved Phase Petroleum Hydrocarbon Constituent (DPPHC) Progress Report, for 11/5/2004-2/2/2005, at the SCA Site	SS160870; SCANRD0013098	SS160889; SCANRD0013117	SCA Reports
325	7/30/2005	Geo Monitoring Services	7th Ground Water Monitoring Event - St. Croix Alumina Site dated 7/30/2005	HOV-NRD0308574	HOV-NRD0308645	SCA Reports
326	1/30/2006	Geo Monitoring Services	8th Ground Water Monitoring Event - St. Croix Alumina Site dated 1/30/2006	HOV-NRD0308722	HOV-NRD0308808	SCA Reports
327	7/30/2006	Geo Monitoring Services	9th Ground Water Monitoring Event - St. Croix Alumina Site dated 7/30/2006	HOV-NRD0302799	HOV-NRD0302892	SCA Reports
328	1/30/2007	Geo Monitoring Services	10th Ground Water Monitoring Event - St. Croix Alumina Site dated 1/30/2007	HOV-NRD0302803	HOV-NRD0302899	SCA Reports
329	1/30/2008	Geo Monitoring Services	12th Ground Water Monitoring Event - St. Croix Alumina Site dated 1/30/2008	SS164187	SS164281	SCA Reports
330	7/30/2008	Geo Monitoring Services	13th Ground Water Monitoring Event - St. Croix Alumina Site dated 7/30/2008	HOV-NRD0302715	HOV-NRD0302796	SCA Reports
331	1/30/2009	Geo Monitoring Services	14th Ground Water Monitoring Event - St. Croix Alumina Site dated 1/30/2009	HOV-NRD0302318	HOV-NRD0302479	SCA Reports
332						

EXHIBIT A

No.	Date	Author	Description	Begin Dates	End Dates	Category
341	10/5/2005	New Jersey Accutest Laboratories	Technical Report for Ground Water Sampling Event - Schuster's Well (Job #: J10361)	HOV-NRD0499794	HOV-NRD0500679	Schuster
338						
340	1/1/2005		Groundwater Sampling Event 2005, Schuster's Well - S1	HOV-NRD0329341	HOV-NRD0329355	Schuster
344						
345	5/1/1992	Roy F. Weston, Inc.	St. Croix Petrochemical Corp. Work Plan, Phase II Environmental Assessment SCPC Site, St. Croix, Virgin Islands	HOVIC-NRD0334148	HOVIC-NRD0334192	SCPC
346						
347	11/1/1992	Roy F. Weston, Inc.	Phase II Environmental Assessment Report, St. Croix Petrochemical Corporation, St. Croix, USVI	HOVIC-NRD0334025	HOVIC-NRD0334147	SCPC
348	4/1/1993	Roy F. Weston, Inc.	Remedial Action Plan for St. Croix Petrochemical Corporation, St. Croix USVI	HOVIC-NRD0087485	HOVIC-NRD0087524	SCPC
349	5/20/1994	Edwards, L.	Grimes, T. SCPC Recovery Effort, April 1994	HOVIC-NRD0322957	HOVIC-NRD0322963	SCPC
350	5/7/1996	Robert Ehrlich, HOVIC	AL LeFranc, Hercules Inc. HOVIC Hydrocarbon Recovery Project, SCPC Review	HOVIC-NRD0121980	HOVIC-NRD0122007	SCPC
351	5/1/1996	ES&T	Water Flow and Free phase Hydrocarbon Analysis in the Former SCPC/HOVIC West Fence/St. Croix Alumina LLC Area	HOVIC-NRD0139864	HOVIC-NRD0139895	SCPC
352	7/23/1991	Engineering Science	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD030511	HOVIC-NRD0303550	Semi-Annual Hydrocarbon Recovery Reports
353	1/7/1992	Engineering Science	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD0111721	HOVIC-NRD0111766	Semi-Annual Hydrocarbon Recovery Reports
354	7/1/1992	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD0039999	HOVIC-NRD0040009	Semi-Annual Hydrocarbon Recovery Reports
355	4/19/1993	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD0004053	HOVIC-NRD0004093	Semi-Annual Hydrocarbon Recovery Reports
356	10/29/1993	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD0004094	HOVIC-NRD0004146	Semi-Annual Hydrocarbon Recovery Reports
357	1/31/1994	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD0138923	HOVIC-NRD0138967	Semi-Annual Hydrocarbon Recovery Reports
358	8/10/1994	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC-NRD0001741	HOVIC-NRD0001818	Semi-Annual Hydrocarbon Recovery Reports
359	12/1/1994	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0001872	HOVIC0001909	Semi-Annual Hydrocarbon Recovery Reports

EXHIBIT A

No.	Date	Author	Description	Begin Bates	End Bates	Category
360	7/25/1995	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0001819	HOVIC0001871	Semi-Annual Hydrocarbon Recovery Reports
361	2/15/1996	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0001545	HOVIC0001640	Semi-Annual Hydrocarbon Recovery Reports
362	2/28/1997	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0000862	HOVIC0000961	Semi-Annual Hydrocarbon Recovery Reports
363	2/28/1997	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0001641	HOVIC0001740	Semi-Annual Hydrocarbon Recovery Reports
364	9/1/1997	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC30(b)(6) 003655	HOVIC30(b)(6) 003902	Semi-Annual Hydrocarbon Recovery Reports
365	2/13/1998	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0000962	HOVIC0001114	Semi-Annual Hydrocarbon Recovery Reports
366	8/14/1998	HOVIC	HOVIC Hydrocarbon Recovery Project Status Report	HOVIC0001193	HOVIC0001514	Semi-Annual Hydrocarbon Recovery Reports
367	2/19/1999	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOVENSA0002825	HOVENSA0003124	Semi-Annual Hydrocarbon Recovery Reports
368	2/19/1999	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOV-NRD0401553	HOV-NRD0401756	Semi-Annual Hydrocarbon Recovery Reports
369	8/13/1999	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOV-NRD0448434	HOV-NRD0448657	Semi-Annual Hydrocarbon Recovery Reports
370	2/15/2000	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOV-NRD0448239	HOV-NRD0448433	Semi-Annual Hydrocarbon Recovery Reports
371	8/15/2000	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOVENSA0002474	HOVENSA0002599	Semi-Annual Hydrocarbon Recovery Reports
372	2/15/2001	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOVENSA0002611	HOVENSA0002762	Semi-Annual Hydrocarbon Recovery Reports
373	8/1/2001	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOV-NRD0179096	HOV-NRD0179232	Semi-Annual Hydrocarbon Recovery Reports
374	8/15/2010	HOVENSA	HOVENSA Corrective Action Status Report [DRAFT]	HOVIC-NRD0112226	HOVIC-NRD0112371	Semi-Annual Hydrocarbon Recovery Reports
375	2/15/2002	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOVENSA0002763	HOVENSA0002924	Semi-Annual Hydrocarbon Recovery Reports
376	8/30/2002	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	55053894	55054105	Semi-Annual Hydrocarbon Recovery Reports
377	2/14/2003	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	55002199	55002366	Semi-Annual Hydrocarbon Recovery Reports

EXHIBIT A

No.	Date	Author	Description	Begin Dates	End Dates	Category
378	8/1/2003	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	SS006370	SS006533	Semi-Annual Hydrocarbon Recovery Reports
379	2/1/2004	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	SS008516	SS008678	Semi-Annual Hydrocarbon Recovery Reports
380	8/13/2004	HOVENSA	HOVENSA Hydrocarbon Recovery Project Status Report	HOV-NRD0130476	HOV-NRD0130831	Semi-Annual Hydrocarbon Recovery Reports
381	2/15/2005	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0362036	HOV-NRD02362360	Semi-Annual Hydrocarbon Recovery Reports
382	8/12/2005	HOVENSA	HOVENSA Corrective Action Status Report	SS074066	SS074391	Semi-Annual Hydrocarbon Recovery Reports
383	2/15/2006	HOVENSA	HOVENSA Corrective Action Status Report	SS060079	SS060375	Semi-Annual Hydrocarbon Recovery Reports
384	8/15/2006	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0227219	HOV-NRD0227555	Semi-Annual Hydrocarbon Recovery Reports
385	8/15/2006	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0227556	HOV-NRD0227607	Semi-Annual Hydrocarbon Recovery Reports
386	2/15/2007	HOVENSA	HOVENSA Corrective Action Status Report	SS076985	SS077244	Semi-Annual Hydrocarbon Recovery Reports
387	8/15/2007	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0144835	HOV-NRD0145152	Semi-Annual Hydrocarbon Recovery Reports
388	2/15/2008	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0145549	HOV-NRD0146007	Semi-Annual Hydrocarbon Recovery Reports
389	8/15/2008	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0143180	HOV-NRD0143503	Semi-Annual Hydrocarbon Recovery Reports
390	2/15/2009	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0198574	HOV-NRD0198963	Semi-Annual Hydrocarbon Recovery Reports
391	8/15/2009	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0146008	HOV-NRD0146457	Semi-Annual Hydrocarbon Recovery Reports
392	2/15/2010	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0142146	HOV-NRD0142902	Semi-Annual Hydrocarbon Recovery Reports
393	2/15/2011	HOVENSA	HOVENSA Corrective Action Status Report	ES&T-NRD_0011292	ES&T-NRD_0011352	Semi-Annual Hydrocarbon Recovery Reports
394	8/15/2011	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0508121	HOV-NRD0508503	Semi-Annual Hydrocarbon Recovery Reports
395	2/15/2012	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0501120	HOV-NRD0501479	Semi-Annual Hydrocarbon Recovery Reports

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No.	Date	Author	Description	Begin Dates	End Dates	Category
396	8/31/2012	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0502671	HOV-NRD0503024	Semi-Annual Hydrocarbon Recovery Reports
397	2/15/2013	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0505235	HOV-NRD0505582	Semi-Annual Hydrocarbon Recovery Reports
398	8/15/2013	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0508843	HOV-NRD0509191	Semi-Annual Hydrocarbon Recovery Reports
399	2/15/2014	HOVENSA	HOVENSA Corrective Action Status Report	HOV-NRD0510528	HOV-NRD510897	Semi-Annual Hydrocarbon Recovery Reports
415	8/2/1971	Soil Testing Services Caribbean, Inc.	Subsurface Investigation Phase IV Distillate Desulfurizer No. 5 Unit, Hess Plant	HOVIC-NRD0228465	HOVIC-NRD0228520	Soil and Foundation Investigation Reports
429	8/24/1972	Dames & Moore	Progress Report, Phase IV Soil Investigation	HOVIC-NRD0229148	HOVIC-NRD0229154	Soil and Foundation Investigation Reports
430						
431	1/29/1973	Dames & Moore	Report on Soil and Foundation Investigation, Phase IV Facilities, 51 Croix, U.S.V.I. for HOVIC	HOVIC-NRD0227959	HOVIC-NRD0228018	Soil and Foundation Investigation Reports
502	9/16/1982	Roy F. Weston, Inc.	Letter enclosing report titled Hydrogeologic Investigation of the Subsurface Occurrence of Hydrocarbons	HOVIC-NRD0170659	HOVIC-NRD0170737	Soil and Foundation Investigation Reports
547						
548	1/24/2005	URS	Letter Report, Geotechnical Consultation, Proposed Reactors and Scrubber Tower	HOVIC-NRD0229802	HOVIC-NRD0229818	Soil and Foundation Investigation Reports
551	9/14/2005	Tonikon Corporation	Sample Summary	HOVIC-NRD0230153	HOVIC-NRD0230189	Soil and Foundation Investigation Reports



## Appendix D

### TERMINATION NOTICE

This TERMINATION NOTICE, dated as of December 1, 2015 (this “**Notice**”), is hereby given by the Government of the U.S. Virgin Islands (the “**USVI Government**”) to Hess Oil Virgin Islands Corp., a corporation organized under the Laws of the U.S. Virgin Islands (“**HOVIC**”), PDVSA V.I., Inc., a corporation organized under the Laws of the U.S. Virgin Islands (“**PDVSA VI**”), and HOVENSA, L.L.C., a limited liability company organized under the Laws of the U.S. Virgin Islands (“**HOVENSA**”).

**WHEREAS**, the USVI Government and HOVIC have entered into that certain Concession Agreement, dated and approved by the Legislature of the Virgin Islands September 1, 1965, as amended and extended by the Extension and Amendment Agreement, dated April 24, 1981 and approved by the Legislature of the Virgin Islands May 7, 1981, as further amended and extended by the Restated Second Extension and Amendment Agreement, dated July 27, 1990 and approved by the Legislature of the Virgin Islands on August 22, 1990, as further amended by the Technical Clarifying Amendment to Restated Second Extension and Amendment Agreement, dated November 17, 1993 and approved by the Governor and the Legislature of the Virgin Islands, as further amended and extended by the Third Extension and Amendment Agreement, to which PDVSA VI and later HOVENSA were added as parties, dated April 15, 1998 and approved by the Legislature of the Virgin Islands on May 18, 1998, and as further amended by the Fourth Amendment Agreement, dated April 3, 2013, as ratified by the Legislature of the Virgin Islands on November 4, 2013 and approved by the Governor of the Virgin Islands on November 4, 2013, as Act No. 7566 (such ratification including that certain letter, dated October 16, 2013, from George H.T. Dudley to the Governor of the Virgin Islands incorporated as part of Act No. 7566) (all of the foregoing, collectively, the “**Concession Agreement**”);

**WHEREAS**, under the Concession Agreement, HOVENSA, HOVIC, and PDVSA VI, (and their predecessors in interest), as inducement to construct, operate, and maintain the refinery and related facilities, and in order to promote the public interest in the economic growth and development of the U.S. Virgin Islands, were granted rights to conduct the business of oil refining and related activities at Limetree Bay, St. Croix, U.S. Virgin Islands (the refining and related facilities at Limetree Bay being the “**Oil Refinery and Related Facilities**”), and were exempted from certain taxes, duties, and other fees;

**WHEREAS**, on or about January 18, 2012, HOVENSA announced its intention to idle refining operations at the Oil Refinery and Related Facilities, and thereafter began idling such operations on or about February 16, 2012;

**WHEREAS**, the Government, HOVENSA, HOVIC and PDVSA entered into that certain Fourth Amendment Agreement as of April 3, 2013 (the “**Fourth Amendment**”) which was approved by the Legislature on November 4, 2013, which provides, among other things, for HOVIC and PDVSA to undertake a bona fide process to facilitate the sale, directly or indirectly, of the Oil Refinery and Related Facilities on an arm’s length basis (the “**Sales Process**”);

**WHEREAS**, the Sales Process and subsequent action in connection with proceedings in the United States District Court of the Virgin Islands, Bankruptcy Division, St. Croix, Virgin Islands, resulted in HOVENSA and HOVIC reaching an understanding with Limetree Bay Holdings, LLC ("**Purchaser**") and the Government whereby HOVENSA and HOVIC will transfer to Purchaser certain assets constituting the Oil Refinery and Related Facilities pursuant to an Amended and Restated Asset Purchase Agreement by and among HOVENSA, HOVIC, and Purchaser, dated as of November 19, 2015 (the "**Purchase Agreement**"), subject to, among other things, the termination of the Concession Agreement:

**WHEREAS**, the USVI Government and an affiliate of Purchaser, Limetree Bay Terminals, LLC ("**Terminal Operator**") have entered into that certain Operating Agreement, dated as of December 1, 2015 (as it may be amended, supplemented or modified from time to time, the "**Operating Agreement**"), pursuant to which Terminal Operator has agreed to operate the oil storage terminal facility located at Limetree Bay, St. Croix, subject to, among other things, the termination of the Concession Agreement;

**WHEREAS**, effective upon the closing of each of the Asset Purchase Agreement and the Operating Agreement (the "**Closing**"), the Government desires to terminate the Concession Agreement and fully release each party thereto and their respective affiliates from future performance under said Concession Agreement, without prejudice to the claims of any party thereto arising from or relating to said Concession Agreement and arising prior to the Closing.

**NOW, THEREFORE**, the Government hereby gives notice that:

1. Effective upon the Closing:

- a. the Concession Agreement shall be terminated and canceled in its entirety without further action by any of the parties thereto, and such parties shall be released from any future performance thereunder; and the Concession Agreement shall be null and void and of no further force and effect, except as provided in this Notice.
- b. The termination of the Concession Agreement shall be without prejudice to, and shall not result in the termination or release of, any claims, actions, causes of action, demands, damages, judgments, liabilities, debts, dues, or suits of any kind of any party thereto that (i) arise under or relate to the Concession Agreement, and (ii) are based upon events or conduct occurring prior to the Closing. The Government hereby expressly confirms that this termination of the Concession Agreement does not discharge any liability of Hess Corporation as well as its officers and directors for any claims that the Government has asserted or may assert in the future against them that (x) arise under or relate to the Concession Agreement, and (y) are based upon events or conduct occurring prior to the Closing.
- c. For the avoidance of doubt, the effectiveness of this Termination Notice is contingent upon approval of the Operating Agreement by the Legislature.

\* \* \* \* \*

IN WITNESS WHEREOF, the Government has caused this Notice of Termination to be signed by its duly authorized representatives as of the date first above written.

**GOVERNMENT OF THE U.S. VIRGIN ISLANDS**

By:   
Name: Kenneth E. Mapp  
Title: Governor

**APPROVED FOR LEGAL SUFFICIENCY**

By:   
Name: Claude E. Walker, Esq.  
Title: Attorney General



## Appendix E

### MEMORANDUM OF UNDERSTANDING BETWEEN HOVENSA L.L.C. AND THE UNIVERSITY OF THE VIRGIN ISLANDS

#### EXPLANATORY STATEMENT:

- A. HOVENSA L.L.C. (hereinafter referred to as HOVENSA) has long envisioned creating employment opportunities in the petrochemical industry for residents of the Virgin Islands by assisting in providing the training required.
- B. The University of the Virgin Islands (hereinafter referred to as UVI) and HOVENSA have collaborated in the development of a program leading to an Associate in Applied Science degree with a major in Process Technology
- C. The then Division of Science and Mathematics (now College of Science and Mathematics) at UVI and technical experts from HOVENSA designed the required curriculum which was approved by UVI's Curriculum Committee, the faculty body and the Board of Trustees.
- D. On March 28, 2002, HOVENSA and UVI signed a Memorandum of Understanding (MOU) initializing the program. This MOU, which covered a term of three years, expired on March 28, 2005. A second MOU which covered an additional term of three years expired on October 13<sup>th</sup>, 2008 and a third MOU which covered an additional term of three years expires in December, 2011
- E. This new MOU reaffirms the continued collaboration for the success of the program by both parties. It will cover a term of three years and will expire in December, 2014.
- F. The Associate of Applied Science degree in Process Technology was first offered to incoming UVI students in the fall 2002 semester.
- G. HOVENSA has pledged to support this degree program by assisting UVI's faculty with contributions of time and resources. These include making available HOVENSA's personnel to assist in the development of the curriculum and to teach, consult, and mentor as well as financial resources

**NOW THEREFORE**, UVI and HOVENSA have developed a new Memorandum of Understanding (hereinafter referred to as “the MOU”) to apportion their continued responsibilities for the success of the program, as follows:

**SCOPE OF UNDERSTANDING:**

- 1) The term of the MOU shall be for a period of three years from the effective date of the MOU.
- 2) Prior to the end of the term, the Parties will meet to review the program, assess its progress, effectiveness and the future viability with a view to determining whether to continue the collaboration.
- 3) HOVENSA will maintain and fully administer a scholarship fund dedicated to rendering financial assistance to qualified students who have been admitted into the program. HOVENSA will review the current criteria for awarding scholarships to determine the effective methods for encouraging students to take advantage of the scholarships offered.

Scholarships are awarded based on academic performance. Each scholarship is awarded on a per semester basis. The granting of each scholarship is determined after considering the academic performance for that semester.

The scholarship will be prorated based on the semester grade point average and credit hours. The maximum annual value of the scholarship is \$4594 (tuition and fees for academic year 2011-2012) for an individual student.

- 4) In the event the incumbent Director of Process Technology vacates this position, HOVENSA will, if necessary, assist UVI in the recruitment for a new faculty member in an area of Process Technology, who will serve as the Director of the Program, who will be an employee of UVI and who will:
  - a) Teach appropriate process technology courses;
  - b) Coordinate with part-time instructors;
  - c) Provide student academic counseling for this program;
  - d) Lead recruitment for the program; and
  - e) Liaise with UVI’s Dean of the College of Science and Mathematics regarding the program.

- 5) HOVENSA will underwrite the salary and benefits of the Director of Process Technology until such time as such funding is fully replaced by grants or other contracts. Refer to Appendix A.
- 6) UVI will, where appropriate, pursue the preparation of grant applications to various foundations, for partially underwriting the cost of the program.
- 7) HOVENSA will underwrite the cost of the services of designated technical personnel with expertise in the various core subjects, to teach specific technical courses throughout the term of this Agreement. These part time instructors will be recommended by the Director of the Process Technology program, and will have the qualifications required for teaching in the Associates in Applied Science program. Final approval will follow UVI procedure. These personnel will be compensated at UVI's rates for part-time faculty, but compensation will not be prorated based on class size.
- 8) HOVENSA will collaborate with UVI in the development of formal recognition of the efforts of the part-time instructors in the program in order to encourage and sustain their participation. Such recognition should include, but not necessarily be limited to letters of commendation and other appropriate methods for recognizing their individual contributions towards the development of a successful program.
- 9) HOVENSA will allow the program to use the following facilities:
  - a) Specialized classrooms at the HOVENSA Training School
  - b) Training School laboratories and necessary equipment;
- 10) UVI must develop a marketing program to publicize the program among the general public and in area high schools. This marketing effort of the Process Technology program could extend throughout the Caribbean region, particularly in islands such as Trinidad, Curacao and Aruba where oil refineries exist.

- 11) UVI will carry out all requisite steps to manage the degree program within the College of Science and Mathematics, including but not limited to establishing all requirements for admissions, testing and placement, preparation and acquisition of materials, coordination with all faculty, and other foreseeable administrative steps incidental to maintaining the program, and processing of incoming students.
- 12) UVI will provide faculty from appropriate College or School, to teach non-technical courses and electives required for graduation from the program.
- 13) UVI will facilitate coordination between its faculty and the HOVENSA-provided instructors, including orientations and dissemination of all requisite academic and administrative materials and procedures and providing them with administrative support to facilitate the HOVENSA-provided instructors' participation in the program.
- 14) UVI will treat all part-time instructors with the same professionalism, courtesy, and respect, accorded UVI faculty, including, but not limited to granting them access to student records and information, providing them assistance with and access to university facilities and processes.
- 15) UVI will provide an office for the Director of Process Technology. This office will include all necessary and customary office equipment and supplies, and access to support staff of the College of Science and Mathematics.
- 16) UVI will provide all necessary classrooms for the non-technical courses and electives required for graduation from the program.
- 17) As an extension to the provisions for this degree program, UVI and HOVENSA will work collaboratively to explore feasibility of and develop offerings of online courses.
- 18) Officials of UVI and HOVENSA will work together in a spirit of cooperation and professionalism, through frequent communication and attendance at meetings, to address all questions and concerns that surface regarding the program, the collaboration and any obstacles in order to make this a successful program.

## **GENERAL PROVISIONS:**

- A. Any contract to carry out the terms or processes of the MOU, and which is intended to bind a Party, must be executed by that Party.
- B. The modification of any term of the MOU must be in writing.
- C. In consideration for the contributions being pledged by HOVENSA, UVI will defend, indemnify and release HOVENSA, its members, parents, affiliates, subsidiaries, and the parents, as well as their employees, agents, shareholders, board of directors, officers, successors and assigns, specifically including but not limited to Hess Oil Virgin Islands Corp., PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation and Petroleos de Venezuela, S.A. ("PDVSA"), and their parents, affiliates, successors and assigns (Collectively "HOVENSA"), as well as HOVENSA's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by UVI, its agents and employees or the UVI facilities and equipment to be utilized. UVI further agrees that if a claim is made against HOVENSA or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of UVI, its agents and employees, that UVI will defend HOVENSA from any such claims and that it will either settle the claim or pay any judgment entered against HOVENSA, including attorney's fees and costs.
- D. In return for the commitments being made by UVI, HOVENSA will defend, indemnify and release UVI, its employees, agents, board of directors, officers, successors and assigns, specifically including but not limited to UVI's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by HOVENSA, its agents and employees or the HOVENSA facilities and equipment to be utilized. UVI further agrees that if a claim is made against UVI or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of HOVENSA, its agents and employees, that HOVENSA will defend UVI from any such claims and that it will either settle the claim or pay any judgment entered against UVI, including attorney's fees and costs.

- E. The MOU shall be interpreted in accordance with the laws of the United States Virgin Islands. If any portion of this Agreement is against the public policy of the Virgin Islands, it will be construed to provide the greatest possible release of liability permitted by Virgin Islands law. Likewise, if any provision of the MOU is deemed invalid or inoperative to any extent, such validity will not invalidate the MOU, but the MOU will be construed without the provision(s) deemed invalid or inoperative, with a view toward affecting the purpose of the MOU, and the validity and enforceability of the remaining provisions will not be impaired.
- F. All disputes or claims arising from HOVENSA's participation or financial contributions to the program will be submitted to confidential and binding arbitration in the U.S. Virgin Islands, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrators in entering a decision will have the authority to select either the amount or remedy proposed by HOVENSA, or that proposed by UVI, and none other. The losing party will bear the cost of arbitration. Other than arbitration fees and expenses, each party will bear its own costs and expenses, including attorney's fees. If any matter is deemed non-arbitral by the arbitrator or by a court of competent jurisdiction. UVI hereby expressly waives trial by jury with respect to such claim or controversy. UVI understands that in such event, any decision regarding such claim or controversy will be made by the court as finder of fact and not by jury.
- G. This document constitutes the entire understanding between the Parties hereto and all prior communication understanding with respect to the subject matter of the MOU, integrated herein.

**IN WITNESS WHEREOF**, the Parties have herein set their hands as of the dates stated herein.

WITNESS:

UNIVERSITY OF THE VIRGIN ISLANDS

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Dr. David Hall

Title: President

Date: \_\_\_\_\_

WITNESS:

HOVENSA L.L.C.

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Brian K. Lever

Title: President & Chief Operating Officer

Date: \_\_\_\_\_

Appendix A

Breakdown of cost for salaries and benefits

HOVENSA will provide funding for the Director of the Process Technology program and the Part Time faculty teaching the process technology courses.

Year 1:

Director's salary	\$73,539
Benefits 33%	\$24,268

Part-time \$32,340	(\$770/credit-hour * 7 classes * 3 credit-hours * 2 semesters)
Benefits 8%	\$ 2,837

Subsequent years will include an increase in Director's salary at 3% per year, governed by the mechanism of UVI faculty compensation.

Part time instructors are paid at a rate of \$770 per credit hour. The expectation is that there will be seven three-credit classes taught by part time instructors each semester. Benefits for part time instructors are calculated at 8% of salary.