

AP - ____111____

FINANCIAL ASSURANCE

State of New Mexico
Energy, Minerals and Natural Resources Department

Susana Martinez
Governor

Ken McQueen
Cabinet Secretary

Matthias Sayer
Deputy Cabinet Secretary

Heather Riley
Director, Oil Conservation Division



April 25, 2018

William Bailey , Environmental Supervisor
Western Refining, Southwest Inc., Gallup Refinery
92 Giant Crossing Road
Gallup, New Mexico 87301

Re: IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3093772 (JUNE 20, 2008)
BANK OF AMERICA, NA
WESTERN REFINING SOUTHWEST INC., GALLUP REFINERY

Mr. Bailey,

The New Mexico Oil Conservation Division (OCD) is in receipt of correspondence from Bank of America, NA dated April 23, 2018 indicating they have elected not to extend Irrevocable Standby Letter of Credit No. 3093772, regarding pollution abatement at your refinery in Gallup and that the letter of credit will expire on May 31, 2018.

In accordance with 20.6.2.4104(C) NMAC, "if the source of the water pollution to be abated is a facility that operated under a discharge plan, the secretary may require the responsible person(s) to submit a financial assurance plan which covers the estimated costs to conduct the actions required by the abatement plan. Such a financial assurance plan shall be consistent with any financial assurance requirements adopted by the commission."

OCD hereby requires Western to provide a replacement Letter of Credit or other acceptable financial assurance of identical value and submit the original or duplicate original to OCD before May 31, 2018.

If you have any questions, please contact Carl Chavez at (505) 476-3490 or by email at CarlJ.Chavez@state.nm.us.

Respectfully,

Jim Griswold
Environmental Bureau Chief

JG/CC

Attachments: B of A letter of 4/23/18, Irrevocable Standby Letter of Credit No. 3093772

cc: Bill Brancard, EMNRD General Counsel

Chavez, Carl J, EMNRD

From: Peterson, Theresa R <Theresa.R.Peterson@andeavor.com>
Sent: Friday, March 23, 2018 8:32 AM
To: Kieling, John, NMENV
Cc: Chavez, Carl J, EMNRD; Pruner, Dave; O'Brien, Jessica L; Hains, Allen S; Robinson, Kelly; Donovan, Rob; Vail, Vanessa A; Piznar, Treena J
Subject: 2018 RCRA Financial Assurance Submittal - Western Refining (Gallup and Bloomfield)
Attachments: RCRA 2018 New Mexico FA Submittal_without 10K.PDF

Please see attached for an electronic copy of the 2018 RCRA Financial Assurance Submittal for Western Refining (Gallup and Bloomfield). A hard copy is being mailed by certified mail, return receipt requested.

Sincerely,

Teri Peterson | Lead Environmental Waste Specialist

Andeavor

o: 801 606 2208 | m: 408 420 8588

Theresa.r.peterson@andeavor.com



Andeavor
19100 Ridgewood Parkway
San Antonio, TX 78259

210 626 6000
andeavor.com



CERTIFIED MAIL-RETURN RECEIPT REQUESTED
Tracking No. 7012 1640 0001 5273 3088

March 23, 2018

John Kieling
Bureau Chief
New Mexico Environment Department
Hazardous Waste Bureau
2905 Rodeo Park Drive East, Building 1
Santa Fe, New Mexico 87505-6303

Re: 2018 Financial Assurance
Gallup Refinery, EPA ID #NMD000333211, HWB-WRG-MISC
Bloomfield Terminal, EPA ID #NMD089416416, HWB-WRB-MISC

Dear Mr. Kieling:

Enclosed please find Western Refining Southwest, Inc.'s annual update to the financial assurance documentation for Western's Gallup Refinery and Bloomfield Terminal using the financial test and corporate guarantee specified under 40 CFR 264 Subpart H. The 2017 cost estimates for both facilities were submitted to your office prior to the January 31 deadline, as required by Order HWB 07-34 (CO) for Bloomfield Terminal and Permit NMD000333211 for Gallup Refinery.

Western Refining Southwest, Inc. was acquired by Andeavor on August 1, 2017. As such, we have included new Corporate Guarantee letters providing a guarantee from Andeavor to Western Refining Southwest, Inc. for closure or post-closure care and liability coverage.

This submittal contains the following items:

1. A letter demonstrating compliance with the financial test signed by Andeavor's Chief Financial Officer, Steven M. Sterin, as required by 40 CFR 264.143(f)(3)(i), 264.145(f)(3)(i) and 264.147(f)(3)(i).
2. The "Corporate Guarantee for Closure or Post-closure Care" as specified under 40 CFR 264.143(f)(10) and 145(f)(11).
3. The "Guarantee for Liability Coverage" as specified under 40 CFR 264.147(g)(1).
4. The independent CPA's special report required by 40 CFR 264.143(f)(3)(iii), 264.145(f)(3)(iii), and 264.147(f)(3)(iii).
5. A copy of the annual report by the independent Certified Public Accountant (CPA) as required by 40 CFR 264.143(f)(3)(ii), 264.145(f)(3)(ii), and 264.147(f)(3)(ii).

March 23, 2018

Please contact me at (801) 606-2208, or by email (theresa.r.peterson@andeavor.com), if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Theresa Peterson', with a long horizontal flourish extending to the right.

Theresa Peterson
Lead Environmental Waste Specialist
Andeavor

Electronic cc: Carl Chavez, NM OCD
 Dave Pruner, Gallup Refinery
 Jessica O'Brien, Gallup Refinery
 Allen Haines, Bloomfield Terminal
 Kelly Robinson, Bloomfield Terminal
 Rob Donovan, Andeavor.
 Vanessa Vail, Andeavor
 Treena Piznar, Andeavor

March 22, 2018

John Kieling
Bureau Chief
New Mexico Environment Department
Hazardous Waste Bureau
2905 Rodeo Park Drive East, Bldg. 1
Santa Fe, New Mexico 87505-6303

**Re: 2018 Financial Assurance
Gallup Refinery, EPA ID #NMD000333211, HWB-WRG-MISC
Bloomfield Terminal, EPA ID #NMD089416416, HWB-WRB-MISC**

Dear Mr. Kieling:

I am the chief financial officer of **Andeavor, 19100 Ridgewood Parkway, San Antonio, Texas 78259**. This letter is in support of use of the financial test to demonstrate financial responsibility for liability coverage and closure and/or post-closure care as specified in subpart H of 40 CFR parts 264 and 265.

The firm identified above is the owner or operator of the following facilities for which liability coverage for both sudden and nonsudden accidental occurrences is being demonstrated through the financial test specified in subpart H of 40 CFR parts 264 and 265:

None

The firm identified above guarantees, through the guarantee specified in subpart H of 40 CFR parts 264 and 265, liability coverage for both sudden and nonsudden accidental occurrences at the following facilities owned or operated by the following:

EPA Identification Number:	NMD089416416
Facility Name:	Western Refining Southwest, Inc. Bloomfield Terminal
Facility Address:	50 Road 4990 Bloomfield, New Mexico 87413
Mailing Address:	P.O. Box 159 Bloomfield, New Mexico 87413

The firm identified above is the direct or higher-tier parent corporation of the owner or operator.

1. The firm identified above owns or operates the following facilities for which financial assurance for closure or post-closure care or liability coverage is demonstrated through the financial test specified in subpart H of 40 CFR parts 264 and 265. The current closure and/or post-closure cost estimate covered by the test are shown for each facility:

None

2. The firm identified above guarantees, through the guarantee specified in subpart H of 40 CFR parts 264 and 265, the closure and post-closure care or liability coverage of the following facilities owned or operated by the guaranteed party. The current cost estimates for closure or post-closure care so guaranteed are shown for each facility:

EPA Identification Number: NMD000333211
Facility Name: Western Refining Southwest, Inc.
Gallup Refinery
Facility Address: I-40 Exit 39
Jamestown, New Mexico 87347
Mailing Address: 92 Giant Crossing Road
Gallup, New Mexico 87301
Closure cost estimate: \$1,410,883
Post-closure cost estimate: \$139,173
Corrective action cost estimate: \$2,647,764

EPA Identification Number: NMD089416416
Facility Name: Western Refining Southwest, Inc.
Bloomfield Terminal
Facility Address: 50 Road 4990
Bloomfield, New Mexico 87413
Mailing Address: P.O. Box 159
Bloomfield, New Mexico 87413
Closure cost estimate: \$359,743
Corrective action cost estimate: \$1,034,518

3. In States where EPA is not administering the financial requirements of subpart H of 40 CFR parts 264 and 265, this firm is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in subpart H of 40 CFR parts 264 and 265. The current closure or post-closure cost estimates covered by such a test are shown for each facility:

EPA Identification Number: WAD 009275082 (Site 1)
Facility Name: Tesoro Refining & Marketing Company LLC
Anacortes Refinery
Facility Address: 10200 West March Point Road
Anacortes, Washington 98221
Post-Closure Cost Estimate: \$179,169

EPA Identification Number: NDD 006175467
Facility Name: Tesoro Refining & Marketing Company LLC
Mandan Refinery
Facility Address: 900 Old Red Trail NE
Mandan, North Dakota 58554
Closure Cost Estimate: \$659,667

EPA Identification Number: NDD 006175467
Facility Name: Tesoro Refining & Marketing Company LLC
Mandan Refinery
Facility Address: 900 Old Red Trail NE
Mandan, North Dakota 58554
Corrective Action Cost Estimate: \$2,317,996

EPA Identification Number:	CAD 000072751
Facility Name:	Tesoro Refining & Marketing Company LLC
Facility Address:	Martinez Refinery 150 Solano Way Martinez, CA 94553
Post-Closure Cost Estimate:	\$2,592,952
EPA Identification Number:	CAD 041520644
Facility Name:	Tesoro Refining & Marketing Company LLC
Facility Address:	Los Angeles Refinery - Wilmington Operations 2101 E. Pacific Highway Wilmington, CA 90744
Post-Closure Cost Estimate:	\$2,112,625
EPA Identification Number:	CAD077227049
Facility Name:	Tesoro Refining & Marketing Company LLC
Facility Address:	Los Angeles Refinery - Carson Operations 1801 Sepulveda Carson, CA 90749
Post-Closure & Corrective Action Cost Estimate:	\$30,834,558

4. The firm identified above owns or operates the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanisms specified in subpart H of 40 CFR parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility:

None

5. This firm is the owner or operator or guarantor of the following UIC facilities for which financial assurance for plugging and abandonment is required under part 144 and is assured through a financial test. The current closure cost estimates as required by 40 CFR 144.62 are shown for each facility:

None

This firm is required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this firm ends on December 31. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended December 31, 2017.

Part B. Closure or Post-Closure Care and Liability Coverage

Alternative I

1. Sum of current closure and post-closure cost estimates (total of all cost estimates listed above)
\$44,289,048
2. Amount of annual aggregate liability coverage to be demonstrated
\$8,000,000
3. Sum of lines 1 and 2
\$52,289,048
- *4. Total liabilities (if any portion of your closure or post-closure cost estimates is included in your total liabilities, you may deduct that portion from this line and add that amount to lines 5 and 6)
\$15,158,000,000
- *5. Tangible net worth
\$8,536,000,000
- *6. Net Worth
\$13,415,000,000
- *7. Current assets
\$6,883,000,000
- *8. Current liabilities
\$5,001,000,000
9. Net working capital (line 7 minus line 8)
\$1,882,000,000
- *10. The sum of net income plus depreciation, depletion, and amortization
\$2,549,000,000
- *11. Total assets in U.S. (required only if less than 90% of assets are located in the U.S.) N/A
12. Is line 5 at least \$10 million? Yes
13. Is line 5 at least 6 times line 3? Yes
14. Is line 9 at least 6 times line 3? Yes
- *15. Are at least 90% of assets located in the U.S.? Yes
If not, complete line 16.
16. Is line 11 at least 6 times line 3? N/A
17. Is line 4 divided by line 6 less than 2.0? Yes
18. Is line 10 divided by line 4 greater than 0.1? Yes
19. Is line 7 divided by line 8 greater than 1.5? No

March 22, 2018

I hereby certify that the wording of this letter is identical to the wording specified in 40 CFR 264.151(g), except as revised in accordance with instructions from EPA received in a letter dated August 23, 2012, as such regulations were constituted on the date shown immediately below.



Steven M. Sterin
Executive Vice President, Chief Financial Officer



Date March 22, 2018

CORPORATE GUARANTEE FOR CLOSURE OR POSTCLOSURE CARE

Guarantee made this 22nd day of March, 2018 by Andeavor, a business corporation organized under the laws of the State of Delaware, herein referred to as guarantor. This guarantee is made on behalf of Western Refining Southwest, Inc., of Gallup Refinery at I-4, Exit 39, Jamestown, New Mexico 87347 (mailing address 92 Giant Crossing Road, Gallup, New Mexico 87301) and Bloomfield Terminal, 50 Road 4990, Bloomfield, New Mexico 87413, which is our subsidiary, to the United States Environmental Protection Agency (EPA).

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.143(f), 264.145(f), 265.143(e), and 265.145(e).

2. Western Refining Southwest, Inc. owns or operates the following hazardous waste management facility(ies) covered by this guarantee:

EPA Identification Number:	NMD000333211
Facility Name:	Western Refining Southwest, Inc. Gallup Refinery
Facility Address:	I-40 Exit 39 Jamestown, New Mexico 87347
Mailing Address:	92 Giant Crossing Road Gallup, New Mexico 87301

This guarantee is for closure, post-closure care, and corrective action

EPA Identification Number:	NMD089416416
Facility Name:	Western Refining Southwest, Inc. Bloomfield Terminal
Facility Address:	50 Road 4990 Bloomfield, New Mexico 87413
Mailing Address:	P.O. Box 159 Bloomfield, New Mexico 87413

This guarantee is for closure and corrective action

3. "Closure plans" and "post-closure plans" as used below refer to the plans maintained as required by subpart G of 40 CFR parts 264 and 265 for the closure and post-closure care of facilities as identified above.

4. For value received from Western Refining Southwest, Inc., guarantor guarantees to EPA that in the event that Western Refining Southwest, Inc. fails to perform closure and post-closure care of the above facility(ies) in accordance with the closure or post-closure plans and other permit or

CORPORATE GUARANTEE FOR CLOSURE OR POST CLOSURE CARE

interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in subpart H of 40 CFR part 264 or 265, as applicable, in the name of Western Refining Southwest, Inc. in the amount of the current closure or post-closure cost estimates as specified in subpart H of 40 CFR parts 264 and 265.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located and to Western Refining Southwest, Inc. that he intends to provide alternate financial assurance as specified in subpart H of 40 CFR part 264 or 265, as applicable, in the name of Western Refining Southwest, Inc.. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless Western Refining Southwest, Inc. has done so.

6. The guarantor agrees to notify the EPA Regional Administrator by certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

7. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of closure or post-closure care, he shall establish alternate financial assurance as specified in subpart H of 40 CFR part 264 or 265, as applicable, in the name of Western Refining Southwest, Inc. unless Western Refining Southwest, Inc. has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to 40 CFR part 264 or 265.

9. Guarantor agrees to remain bound under this guarantee for as long as Western Refining Southwest, Inc. must comply with the applicable financial assurance requirements of subpart H of 40 CFR parts 264 and 265 for the above-listed facilities, except as provided in paragraph 10 of this agreement.

10. Guarantor may terminate this guarantee by sending notice by certified mail to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located and to Western Refining Southwest, Inc., provided that this guarantee may not be terminated unless and until Western Refining Southwest, Inc. obtains, and the EPA Regional Administrator(s) approve(s), alternate closure and/or post-closure care coverage complying with 40 CFR 264.143, 264.145, 265.143, and/or 265.145.

11. Guarantor agrees that if Western Refining Southwest, Inc. fails to provide alternate financial assurance as specified in subpart H of 40 CFR part 264 or 265, as applicable, and obtain written approval of such assurance from the EPA Regional Administrator(s) within 90 days after

CORPORATE GUARANTEE FOR CLOSURE OR POST CLOSURE CARE

a notice of cancellation by the guarantor is received by an EPA Regional Administrator from guarantor, guarantor shall provide such alternate financial assurance in the name of Western Refining Southwest, Inc.

12. Guarantor expressly waives notice of acceptance of this guarantee by the EPA or by Western Refining Southwest, Inc. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is identical to the wording specified in 40 CFR 264.151(h) as such regulations were constituted on the date first above written.

Effective date: March 22, 2018

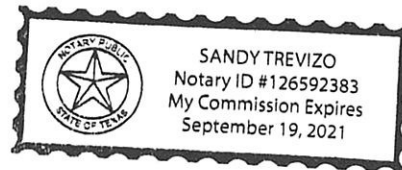
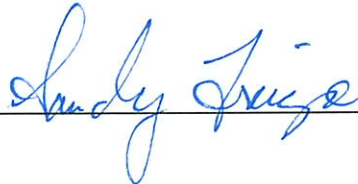
Andeavor



Steven M. Sterin
Executive Vice President, Chief Financial Officer



Signature of witness or notary: _____



Guarantee for Liability Coverage

Guarantee made this 22nd day of March, 2018, by Andeavor, a business corporation organized under the laws of Delaware, herein referred to as guarantor. This guarantee is made on behalf of Western Refining Southwest, Inc., of Bloomfield Terminal, 50 Road 4990, Bloomfield, New Mexico 87413, which is our subsidiary, to any and all third parties who have sustained or may sustain bodily injury or property damage caused by nonsudden accidental occurrences arising from operation of the facility(ies) covered by this guarantee.

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.147(g) and 265.147(g).
2. Western Refining Southwest, Inc. owns or operates the following hazardous waste management facility(ies) covered by this guarantee:

EPA Identification Number:	NMD089416416
Facility Name:	Western Refining Southwest, Inc. Bloomfield Terminal
Facility Address:	50 Road 4990 Bloomfield, New Mexico 87413
Mailing Address:	P.O. Box 159 Bloomfield, New Mexico 87413

This corporate guarantee satisfies RCRA third-party liability requirements for nonsudden accidental occurrences in above-named owner or operator facilities for coverage in the amount of \$4 million for each occurrence and \$8 million annual aggregate.

3. For value received from Western Refining Southwest, Inc., a guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by nonsudden accidental occurrences arising from operations of the facility(ies) covered by this guarantee that in the event that Western Refining Southwest, Inc. fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by nonsudden accidental occurrences, arising from the operation of the above-named facilities, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will satisfy such judgment(s), award(s) or settlement agreement(s) up to the limits of coverage identified above.
4. Such obligation does not apply to any of the following:
 - (a) Bodily injury or property damage for which Western Refining Southwest, Inc. is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that Western Refining Southwest, Inc. would be obligated to pay in the absence of the contract or agreement.

- (b) Any obligation of Western Refining Southwest, Inc. under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
- (c) Bodily injury to:
 - (1) An employee of Western Refining Southwest, Inc. arising from, and in the course of, employment by Western Refining Southwest, Inc.; or
 - (2) The spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of employment by Western Refining Southwest, Inc.. This exclusion applies:
 - (A) Whether Western Refining Southwest, Inc. may be liable as an employer or in any other capacity; and
 - (B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).
- (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
- (e) Property damage to:
 - (1) Any property owned, rented, or occupied by Western Refining Southwest, Inc.;
 - (2) Premises that are sold, given away or abandoned by Western Refining Southwest, Inc. if the property damage arises out of any part of those premises;
 - (3) Property loaned to Western Refining Southwest, Inc.;
 - (4) Personal property in the care, custody or control of Western Refining Southwest, Inc.;
 - (5) That particular part of real property on which Western Refining Southwest, Inc. or any contractors or subcontractors working directly or indirectly on behalf of Western Refining Southwest, Inc. are performing operations, if the property damage arises out of these operations.
- 5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the EPA Regional Administrator(s) for the Region(s) in which the facility is located and to Western Refining Southwest, Inc. that he intends to provide alternate liability coverage as specified in 40 CFR 264.147 and 265.147, as applicable, in the name of Western Refining Southwest, Inc. Within 120 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless Western Refining Southwest, Inc. has done so.
- 6. The guarantor agrees to notify the EPA Regional Administrator by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

7. Guarantor agrees that within 30 days after being notified by an EPA Regional Administrator of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor, he shall establish alternate liability coverage as specified in 40 CFR 264.147 or 265.147 in the name of Western Refining Southwest, Inc., unless Western Refining Southwest, Inc. has done so.
8. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by 40 CFR 264.147 and 265.147, provided that such modification shall become effective only if a Regional Administrator does not disapprove the modification within 30 days of receipt of notification of the modification.
9. Guarantor agrees to remain bound under this guarantee for so long as Western Refining Southwest, Inc. must comply with the applicable requirements of 40 CFR 264.147 and 265.147 for the above-listed facility(ies), except as provided in paragraph 10 of this agreement.
10. Guarantor may terminate this guarantee by sending notice by certified mail to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located and to Western Refining Southwest, Inc., provided that this guarantee may not be terminated unless and until Western Refining Southwest, Inc. obtains, and the EPA Regional Administrator(s) approve(s), alternate liability coverage complying with 40 CFR 264.147 and/or 265.147.
11. Guarantor hereby expressly waives notice of acceptance of this guarantee by any party.
12. Guarantor agrees that this guarantee is in addition to and does not affect any other responsibility or liability of the guarantor with respect to the covered facilities.
13. The Guarantor shall satisfy a third-party liability claim only on receipt of one of the following documents:
 - (a) Certification from the Principal and the third-party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

Certification of Valid Claim

The undersigned, as parties [insert Principal] and [insert name and address of third-party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by [sudden or nonsudden] accidental occurrence arising from operating [Principal's] hazardous waste treatment, storage, or disposal facility should be paid in the amount of \$ _____.

[Signatures]

Principal

(Notary) Date

[Signatures]

Claimant(s)

(Notary) Date

- (b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility or group of facilities.

14. In the event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered primary coverage.

I hereby certify that the wording of the guarantee is identical to the wording specified in 40 CFR 264.151(h)(2) except as revised in accordance with instructions from EPA in a letter dated August 23, 2012, as regulations were constituted on the date shown immediately below.

Effective date: March 22, 2018

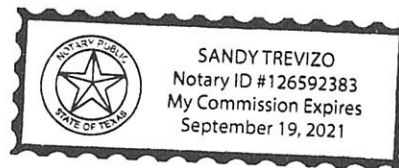
Andeavor



Steven M. Sterin
Executive Vice President, Chief Financial Officer



Signature of witness or notary: _____



Report of Independent Accountants on Applying Agreed-Upon Procedures

To the Management of Andeavor:

We have performed the procedures enumerated below, which were agreed to by management of Andeavor (the Company), solely to assist management with respect to the use of the financial test to demonstrate financial responsibility for liability coverage and closure and/or post-closure care, as specified in Subpart H of 40 CFR, Parts 264 and 265 (Regulations). The Company's management is responsible for determining compliance with the financial test that is presented on the basis specified by the Regulations. It is the Company's understanding that these procedures are those required by the New Mexico Environment Department. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or any other purpose.

We have performed the following procedures with respect to Part B, Closure, or Post-Closure Care and Liability Coverage included in the 2018 Chief Financial Officer's accompanying letter dated March 22, 2018, to the New Mexico Environment Department (the Letter):

Item 4 – Total Liabilities

We compared the dollar amount per item 4 of the Letter to the corresponding amount included in the Company's 2017 audited consolidated financial statements as filed in Form 10-K, and found it to be in agreement.

Item 5 – Tangible Net Worth

We obtained a schedule, prepared by management, which calculates the tangible net worth as of December 31, 2017. We recomputed the Company's schedule, and agreed amounts included in the calculation with those included in the Company's audited consolidated financial statements as filed in Form 10-K, and found such amounts to be in agreement. We compared the dollar amount of tangible net worth as of December 31, 2017 from this schedule to line item 5 in the Letter and found it to be in agreement.

Item 6 – Net Worth

We obtained a schedule, prepared by management, which calculates the net worth as of December 31, 2017. We recomputed the Company's schedule, and agreed amounts included in the calculation with those included in the Company's audited consolidated financial statements as filed in Form 10-K, and found such amounts to be in agreement. We compared the dollar amount of net worth as of December 31, 2017 from this schedule to line item 6 in the Letter and found it to be in agreement.

Item 7 – Current Assets

We compared the dollar amount of current assets per item 7 of the Letter to the corresponding amount included in the Company's 2017 audited consolidated financial statements as filed in Form 10-K, and found it to be in agreement.

Item 8 – Current Liabilities

We compared the dollar amount of current liabilities per item 8 of the Letter to the corresponding amount included in the Company's 2017 audited consolidated financial statements as filed in Form 10-K, and found it to be in agreement.

Andeavor

Item 9 – Net Working Capital

We obtained a schedule, prepared by management, which calculates net working capital as of December 31, 2017. We recomputed the Company's schedule, and agreed amounts included in the calculation with amounts included in the Company's audited consolidated financial statements as filed in Form 10-K, and found such amounts to be in agreement. We compared the dollar amount of net working capital as of December 31, 2017 from this schedule to line item 9 in the Letter and found it to be in agreement.

Item 10 – Sum of Net Income plus Depreciation, Depletion and Amortization

We obtained a schedule, prepared by management, which calculates the net income plus depreciation, depletion, and amortization for the year ended December 31, 2017. We recomputed the Company's schedule, and agreed amounts included in the calculation with those included in the Company's audited consolidated financial statements as filed in Form 10-K, and found such amounts to be in agreement. We compared the dollar amount of net income plus depreciation, depletion, and amortization for the year ended December 31, 2017 from this schedule to line item 10 in the Letter and found it to be in agreement.

Item 15 – Are at least 90% of assets located in the U.S.?

We obtained a schedule, prepared by management, which calculates the percentage of total assets in the U.S. as of December 31, 2017. We recomputed the Company's schedule and agreed amounts included in the Company's calculation with amounts included in the Company's accounting records and audited consolidated financial statements as filed in Form 10-K, and found such amounts to be in agreement. We noted that the percentage of the Company assets located in the U.S. exceeded 90%.

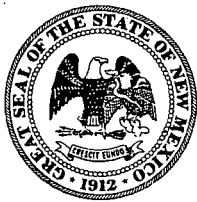
We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the financial information included in the Letter. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Company and the New Mexico Environment Department and is not intended to be, and should not be, used by anyone other than these specified parties.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

San Antonio, Texas
March 23, 2018



SUSANA MARTINEZ
Governor

JOHN A. SANCHEZ
Lieutenant Governor

**NEW MEXICO
ENVIRONMENT DEPARTMENT**

Hazardous Waste Bureau

2905 Rodeo Park Drive East, Building 1

Santa Fe, New Mexico 87505-6303

Phone (505) 476-6000 Fax (505) 476-6030

www.nmenv.state.nm.us



DAVE MARTIN
Secretary

BUTCH TONGATE
Deputy Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

May 8, 2012

Leslie Ann Allen
Senior Vice President
Health, Safety, Environment and Regulatory Affairs
Western Refining
123 W. Mills Avenue, Suite 200
El Paso, TX 79901

**RE: FINANCIAL ASSURANCE FOR
WESTERN REFINING SOUTHWEST INC., GALLUP AND
BLOOMFIELD REFINERIES
EPA ID# NMD000333211
EPA ID # NMD089416416
HWB-WRG-MISC
HWB-WRB-MISC**

Dear Ms. Allen:

The New Mexico Environment Department (NMED) has received the Western Refining, Southwest, Inc. (Western) March 29, 2012 financial assurance submittal. No further financial assurance information is required for the Gallup or Bloomfield facilities at this time. Western has complied with the requirements to submit financial assurance information in accordance with 20.4.1.500 NMAC incorporating 40 CFR 265.142. The original copies of the Financial Test, Corporate Guarantee, Annual Report on Form 10K, and Special Report from an independent certified public accountant will be returned to Western.

The wording of the Chief Financial Officer's (CFO) letter and the corporate guarantee comply with the prescribed wording of 40 CFR 264.151(f) and 40 CFR 264.151(h), respectively. The numbers used in the CFO's letter are identical to the financial data reported in Western's audited financial statements.

Western Refining Southwest, Inc.

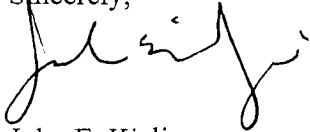
May 8, 2012

Page 2 of 2

A corporate guarantee was submitted by Western (Alternative I) to demonstrate financial responsibility for closure and post-closure costs at its Bloomfield and Gallup facilities. The U.S. Environmental Protection Agency (EPA) notes that Western is currently in junk bond status with both Moody's (B3) and Standard & Poor's (B). As a result of the status of the bonds, Western does not meet the Financial Test Criteria for closure and post-closure in accordance with 40 CFR 164.143(f)(1)(ii) and 164.145(f)(1)(ii). EPA recommends that Western continue to monitor their use of Alternative I on a quarterly basis by reviewing their financial report filed with the SEC every quarter (i.e., Form 10-Q) and re-run their quarterly financial data to ensure the company continues to pass Part 1 of Alternative I. However, NMED will accept submission of a semi-annual review to be submitted to NMED 30 days after the second Form 10-Q is filed to demonstrate that Part 1 of Alternative I continues to pass the financial test. Should Western fail to pass Part 1 of the Alternative I at any time during the year, Western will be required to put in place an alternate financial assurance mechanism.

If you have any questions, please contact Leona Tsinnajinnie of my staff at 505-476-6057.

Sincerely,



John E. Kielling

Chief

Hazardous Waste Bureau

JEK:lt

cc: D. Cobrain, NMED HWB
L. Tsinnajinnie, NMED HWB
K. Van Horn, NMED HWB
L. King, EPA Region 6 (6PD-N)
C. Chavez, OCD
A. Hains, Western

File: WRB and WRG 2012 Reading
HWB-WRB-MISC, HWB-WRG-MISC

Chavez, Carl J, EMNRD

From: Martinez, Cynthia, NMENV
Sent: Tuesday, May 08, 2012 2:04 PM
To: Cobrain, Dave, NMENV; Tsinnajinnie, Leona, NMENV; VanHorn, Kristen, NMENV; Kieling, John, NMENV
Cc: king.laurie@epa.gov; Chavez, Carl J, EMNRD; Allen.Hains@wnr.com
Subject: Letter to Ms. Leslie Ann Allen
Attachments: Western FA submittal 050812.pdf

Please see attachment

*Cynthia Martinez
New Mexico Environment Department
Hazardous Waste Bureau
2905 Rodeo Park Drive East, Bldg.1
Santa Fe, New Mexico 87505
Phone: 505-476-6000
Fax: 505-476-6030*