

MAY 2011

**Via Certified Mail**  
**No. 7007 2560 0002 9659 8444**

May 24, 2011

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

**Re: Financial Assurance Adjustment for Western Refining Southwest, Inc.,  
Gallup Refinery, EPA ID #NMD000333211, HWB-WRG-MISC and  
Bloomfield Refinery, EPA ID #NMD089416416, HWB-WRB-MISC**

Dear Mr. Kieling:

This letter and attachments provide an adjustment to financial assurance for facilities at Western Refining Southwest, Inc. (Western), Gallup and Bloomfield Refineries in the form of two surety bond riders guaranteeing performance and corresponding amendments to the standby trusts. These bonds and trusts are in the possession of NMED. The Gallup Refinery is a crude oil refinery owned and operated by Western Refining Southwest, Inc., formerly known as Giant Industries Arizona, Inc. and formerly doing business as Giant Refining Company Ciniza Refinery. The Bloomfield Refinery is a crude oil refinery owned by San Juan Refining Company, a New Mexico corporation and operated by Western Refining Southwest, Inc. formerly known as Giant Industries Arizona, Inc., an Arizona corporation. Financial Assurance is provided in accordance with 40 CFR 264.143(c) and 264.145(c) for Gallup and 265.143(c) for Bloomfield.

#### NMED Approval of Cost Estimates

The Gallup Refinery submitted to NMED a 2011 Financial Assurance Cost Estimate dated March 30, 2011. The total estimated cost is \$1,394,252 consisting of \$1,269,067 for closure activities and \$125,185 for post-closure activities. NMED approved the Gallup Refinery cost estimate in a letter dated April 15, 2011.

The Bloomfield Refinery submitted to NMED a 2011 Financial Assurance Cost Estimate dated January 21, 2011. The total estimated cost is \$1,045,191 for closure activities. NMED approved the Bloomfield Refinery cost estimate in a letter dated May 16, 2011.

Bonds & Standby  
Trust Agreements  
sent FedEx

### Performance Bond Adjustments

The performance bonds for the Gallup and Bloomfield Refineries have an effective date of May 24, 2010 and were subject to annual renewal on May 24, 2011. Upon renewal, the Bonds were reduced to match the approved cost estimates. The attached Bond Riders document the bond adjustments.

### Standby Trust Agreement Update

In accordance with 40 CFR 264 and 265, Schedule A of the trust agreement must be updated within 60 days after a change in the amount of the current closure and post-closure cost estimates covered by the agreement. The amendments to the trust agreements, in triplicate, are attached for your review and signature. Western requests that the originals be returned to my attention to the following address:

Western Refining, Inc.  
123 W. Mills Avenue  
Suite 200  
El Paso, TX 79901

Upon completion by the bank, the amendments for the two facilities with original signatures will be submitted to your office.

Enclosed are the following documents:

- Bond Rider for Gallup Refinery
- Bond Rider for Bloomfield Refinery
- Amendment to Trust Agreement for Gallup Refinery
- Amendment to Trust Agreement for Bloomfield Refinery

If you have any questions, please call me at (915) 534-1480.

Sincerely,



Leslie Ann Allen  
Senior Vice President  
Environmental and Regulatory Affairs

**Bond Rider**  
**Gallup Refinery**

**BOND RIDER**

TO BE ATTACHED TO AND FORM PART OF PERFORMANCE BOND

BOND NO.: 5036639

PRINCIPAL: Western Refining Southwest, Inc., formerly known as Giant Industries Arizona, Inc. and formerly doing business as Giant Refining Company Ciniza Refinery

OBLIGEE: U.S. Environmental Protection Agency

SURETY: Bond Safeguard Insurance Company

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

**BOND AMOUNT IS DECREASED AS FOLLOWS:**

**From: Closure Estimate: \$2,518,786.00 and Post-Closure Estimate: \$356,000.00. Total Closure/Post-Closure Estimate: \$2,874,786.00.**

**To: Closure Estimate: \$1,269,067.00 and Post-Closure Estimate: \$125,185.00. Total Closure/Post-Closure Estimate: \$1,394,252.00.**

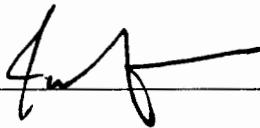
PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

EFFECTIVE: May 24, 2011

SIGNED AND SEALED: May 4, 2011

Western Refining Southwest, Inc., formerly known as Giant Industries Arizona, Inc. and formerly doing business as Giant Refining Company Ciniza Refinery  
Principal

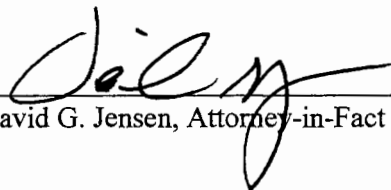
By: \_\_\_\_\_



Bond Safeguard Insurance Company  
Surety

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

David G. Jensen, Attorney-in-Fact



POWER OF ATTORNEY AO 36555

# Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: **David G. Jensen, Maryann Carafello, \*\*\*\*\***  
**Brandy L. Baich, Ethan Mitchell Baker \*\*\*\*\***

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 6,000,000.00 Six million dollars \*\*\*\*\*

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

**BOND SAFEGUARD INSURANCE COMPANY**



BY *David E. Campbell*  
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/13

*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 4<sup>th</sup> Day of May, 20 11



*Donald D. Buchanan*  
Donald D. Buchanan  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

**Bond Rider**  
**Bloomfield Refinery**

**BOND RIDER**

TO BE ATTACHED TO AND FORM PART OF PERFORMANCE BOND

BOND NO.: 5036638

PRINCIPAL: San Juan Refining Company, as owner, and Western Refining Southwest, Inc.,  
formerly known as Giant Industries Arizona, Inc. as operator

OBLIGEE: U.S. Environmental Protection Agency

SURETY: Bond Safeguard Insurance Company

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

**BOND AMOUNT IS DECREASED AS FOLLOWS:**

**From: Closure Estimate: \$2,184,216.00 and Post-Closure Estimate: \$0.**

**To: Closure Estimate: \$1,045,191.00 and Post-Closure Estimate: \$0.**

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

EFFECTIVE: May 24, 2011

SIGNED AND SEALED: May 4, 2011

San Juan Refining Company, as owner, and Western Refining  
Southwest, Inc., formerly known as Giant Industries Arizona, Inc. as operator  
Principal

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

Bond Safeguard Insurance Company  
Surety

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

David G. Jensen, Attorney-in-Fact

AO 36554

**POWER OF ATTORNEY**  
**Bond Safeguard** INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: **David G. Jensen, Maryann Carafello, \*\*\*\*\***  
**Brandy L. Baich, Ethan Mitchell Baker \*\*\*\*\***

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 6,000,000.00 Six million dollars \*\*\*\*\*

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

**BOND SAFEGUARD INSURANCE COMPANY**



BY *David E. Campbell*  
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"  
MAUREEN K. AYE  
Notary Public, State of Illinois  
My Commission Expires 09/21/13

*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 4<sup>th</sup> Day of May, 20 11



*Donald D. Buchanan*  
Donald D. Buchanan  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



**Amendment to Trust Agreement  
Gallup Refinery**

## **Amendment to Trust Agreement**

WHEREAS, Western Refining Southwest, Inc., formerly known as Giant Industries Arizona, Inc. and formerly doing business as Giant Refining Company Ciniza Refinery ("Grantor") and U.S. Bank National Association ("Trustee"), enter into this Amendment to Trust Agreement ("Amendment") to amend the Trust Agreement executed between them dated May 24, 2010 (the "Trust Agreement"); and

WHEREAS, Grantor established the trust that is the subject of the Trust Agreement and a corresponding bond to provide financial assurance to the United States Environmental Protection Agency ("EPA"); and

WHEREAS, the EPA, via the New Mexico Environmental Department ("NMED"), has consented to the reduction of the bond as follows:

*From :*

Closure Estimate - \$2,518,786

Post-Closure Estimate - \$356,000

Total Closure/Pos-Closure - \$2,874,786

*To:*

Closure Estimate - \$1,269,067

Post-Closure Estimate - \$125,185

Total Closure/Post-Closure - \$1,394,252

as is evidenced by the attached letter dated April 15, 2011, from NMED to Grantor, which is attached hereto as Attachment I and is incorporated herein for all purposes;

WHEREAS, as a result of the reduction of the bond, it is necessary to amend the Trust Agreement to reduce the total Closure/Post-Closure amount to correspond to the new, reduced bond amount; and

WHEREAS, the Trust Agreement provides that the Trust Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator.

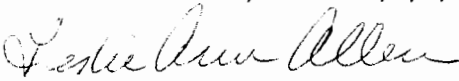
NOW THEREFORE, the Grantor, Trustee and EPA agree as follows:

1. Schedule A to the Trust Agreement is deleted and replaced with a new Schedule A, reflecting the reduced amount of the bond and the new Total Closure/Post-Closure Estimate amount, which is attached hereto as Attachment II and is incorporated herein for all purposes.

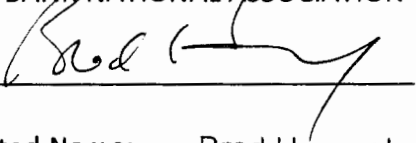
2. This Amendment is effective May 24, 2011 (the "Amendment Effective Date").
3. Other than as expressly set forth in this Amendment, the Trust Agreement remains unchanged and in full force and effect.

AGREED to as of the Amendment Effective Date.

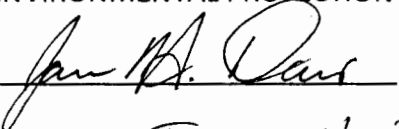
WESTERN REFINING SOUTHWEST, INC.,  
f/k/a Giant Industries Arizona, Inc. and f/d/b/a Giant Refining Company Ciniza Refinery

By:   
Printed Name: Leslie Ann Allen  
Title: Senior Vice President - Environmental and Regulatory Affairs

U.S. BANK NATIONAL ASSOCIATION

By:   
Printed Name: Brad Hounsel  
Vice President  
Title: \_\_\_\_\_

U.S. ENVIRONMENTAL PROTECTION AGENCY

By:   
Printed Name: James H. Davis  
Title: Regional Administrator

**ATTACHMENT I**  
**Letter from NMED dated April 15, 2011**



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

RAJ SOLOMON, P.E.  
Deputy Secretary

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

April 15, 2011

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: NMED RESPONSE TO THE MARCH 31, 2011  
FINANCIAL ASSURANCE SUBMITTAL FOR  
GALLUP REFINERY EPA ID# NMD000333211 AND  
BLOOMFIELD REFINERY EPA ID # NMD089416416  
WESTERN REFINING SOUTHWEST, INC.  
HWB-WRG-MISC AND HWB-WRB-MISC**

Dear Ms. Allen:

The New Mexico Environment Department (NMED) has reviewed Western Refining, Southwest, Inc. (Western) March 31, 2011 financial assurance submittal. Western indicates the performance bonds currently held by NMED are subject to renewal May 24, 2011. Western requests a reduction of both performance bonds to the amounts identified in the 2011 cost estimate submittals (Bloomfield cost estimate-January 28, 2011 and Gallup cost estimate-March 30, 2011). NMED hereby approves the cost reduction of the Gallup performance bond from \$2,874,786 to \$1,394,252. NMED does not approve the reduction of the Bloomfield performance bond to \$1,045,191. The cost estimate of the January 28, 2011 submittal does not account for the cost estimate for closure and post-closure care of the North and South Aeration Lagoons. As previously stated by NMED, Western must either add an addition \$1,100,000 to the closure and post closure cost estimate for the Aeration Lagoons or demonstrate that the additional financial assurance necessary for closure is different from the estimate provided by NMED (a detailed cost estimate must be included). The performance bond for Bloomfield may

Western Refining Southwest, Inc.

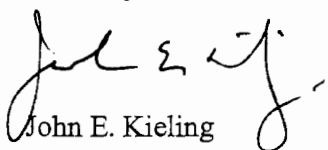
April 15, 2011

Page 2 of 2

be reduced to \$2,145,191 (January 28, 2011 cost estimate \$1,045,191 plus the \$1,100,000 NMED's April 5, 2011 response to Westerns March 15, 2010 Financial Assurance submittal). At this time there were no noted deficiencies with the Hazardous Waste Facility Certificate of Liability Insurance.

The updated financial assurance documents are due to NMED on or before May 24, 2011. If you have any questions, please contact Hope Petrie of my staff at 505-476-6045.

Sincerely,



John E. Kieling  
Program Manager  
Permits Management Program  
Hazardous Waste Bureau

cc: D. Cobrain, NMED HWB  
H. Monzeglio, NMED HWB  
K. VanHorn, NMED HWB  
L. King EPA Region 6 (6PD-N)  
C. Chavez, OCD  
A. Hains, Western  
WRB & WRG 2011 Reading File  
HWB-WRG-MISC, HWB-WRB-MISC

ATTACHMENT II

**Revised Schedule A – Effective May 24, 2011**

EPA ID #: NMD000333211

Owner/Operator: Western Refining Southwest, Inc., formerly known as Giant Industries  
Arizona, Inc. and formerly doing business as Giant Refining Company  
Ciniza Refinery

Facility Name: Gallup Refinery

Physical Address: Interstate 40, Exit 39  
Jamestown, New Mexico 87347

Mailing Address: Route 3 Box 7  
Gallup, New Mexico 87301

Closure Estimate	\$1,269,067
Post-Closure Estimate	<u>\$125,185</u>
Total Closure /Post-Closure Cost Estimate	\$1,394,252

**Amendment to Trust Agreement  
Bloomfield Refinery**



## **Amendment to Trust Agreement**

WHEREAS, San Juan Refining Company, as Owner, and Western Refining Southwest, Inc., formerly known as Giant Industries Arizona, Inc., as Operator (collectively, "Grantor") and U.S. Bank National Association ("Trustee"), enter into this Amendment to Trust Agreement ("Amendment") to amend the Trust Agreement executed between them dated May 24, 2010 (the "Trust Agreement"); and

WHEREAS, Grantor established the trust that is the subject of the Trust Agreement and a corresponding bond to provide financial assurance to the United States Environmental Protection Agency ("EPA"); and

WHEREAS, the EPA, via the New Mexico Environmental Department ("NMED"), has consented to the reduction of the bond as follows:

*From :*

Closure Estimate - \$2,184,216

Post-Closure Estimate - 0

Closure / Post-Closure Total - \$2,184,216

*To:*

Closure Estimate - \$1,045,191

Post-Closure Estimate - 0

Closure / Post-Closure Total - \$1,045,191

as is evidenced by the attached letter dated May 16, 2011, from NMED to Grantor, which is attached hereto as Attachment I and is incorporated herein for all purposes;

WHEREAS, as a result of the reduction of the bond, it is necessary to amend the Trust Agreement to reduce the total Closure/Post-Closure amount to correspond to the new, reduced bond amount; and

WHEREAS, the Trust Agreement provides that the Trust Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator.

NOW THEREFORE, the Grantor, Trustee and EPA agree as follows:

1. Schedule A to the Trust Agreement is deleted and replaced with a new Schedule A, reflecting the reduced amount of the bond and the new Total Closure/Post-Closure Estimate amount, which is attached hereto as Attachment II and is incorporated herein for all purposes.

2. This Amendment is effective May 24, 2011 (the "Amendment Effective Date").
3. Other than as expressly set forth in this Amendment, the Trust Agreement remains unchanged and in full force and effect.

AGREED to as of the Amendment Effective Date.

SAN JUAN REFINING COMPANY, as Owner

By: Leslie Ann Allen  
Printed Name: Leslie Ann Allen  
Title: Senior Vice President - Environmental and Regulatory Affairs

WESTERN REFINING SOUTHWEST, INC.,  
f/k/a Giant Industries Arizona, Inc., as Operator

By: Leslie Ann Allen  
Printed Name: Leslie Ann Allen  
Title: Senior Vice President - Environmental and Regulatory Affairs

U.S. BANK NATIONAL ASSOCIATION

By: Brad Hounsel  
Printed Name: Brad Hounsel  
Vice President  
Title: \_\_\_\_\_

U.S. ENVIRONMENTAL PROTECTION AGENCY

By: James H. Davis  
Printed Name: James H. Davis  
Title: Regional Administrator

**ATTACHMENT 1**

Letter from NMED dated May 16, 2011



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](http://www.nmenv.state.nm.us)



DAVE MARTIN  
Secretary

RAJ SOLOMON, P.E.  
Deputy Secretary

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

May 16, 2011

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: BLOOMFIELD REFINERY FINANCIAL ASSURANCE  
COST ESTIMATE UPDATE  
BLOOMFIELD REFINERY EPA ID # NMD089416416  
WESTERN REFINING SOUTHWEST, INC.  
HWB- WRB-MISC**

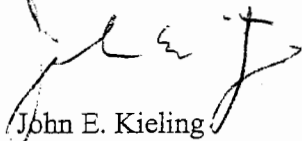
Dear Ms. Allen:

The New Mexico Environment Department (NMED) sent a letter to Western Refining Southwest Inc., dated April 15, 2011 regarding financial assurance at the Bloomfield and Gallup Refineries. The April 15 letter approved a cost reduction of the Gallup Refinery's performance bond but did not approve a cost reduction for the Bloomfield Refinery's performance bond. Since the issuance of the April 15, 2011 letter, NMED and Western have discussed modifying the cost estimates for Bloomfield based on information provided as public comment on the draft Final Closure Plan for the North and South Aeration Lagoons. NMED approves the cost reduction of the Bloomfield Refinery's performance bond to the amount of \$1,045,191. The financial assurance for closure and post-closure care of the North and South Aeration Lagoons will be addressed under a separate financial assurance submittal associated with the Final Closure Plan North and South Aeration Lagoons.

Western Refining Southwest, Inc.  
May 16, 2011  
Page 2 of 2

The updated financial assurance documents are due to NMED on or before May 24, 2011. If you have any questions, please contact Hope Petrie of my staff at 505-476-6045.

Sincerely,



John E. Kieling  
Acting Chief  
Hazardous Waste Bureau

cc: D. Cobrain, NMED HWB  
H. Monzeglio, NMED HWB  
K. VanHorn, NMED HWB  
L. King EPA Region 6 (6PD-N)  
C. Chavez, OCD  
A. Hains, Western  
WRB 2011 Reading File  
HWB-WRB-MISC

## Attachment II

### Revised Schedule A – Effective May 24, 2011

EPA ID #: NMD089416416

Owner/Operator: San Juan Refining Company, as owner, and Western Refining Southwest, Inc. formerly known as Giant Industries Arizona, Inc., as operator

Facility Name: Bloomfield Refinery

Physical Address: 50 Road 4990  
Bloomfield, New Mexico 87413

Mailing Address: P.O. Box 159  
Bloomfield, New Mexico 87413

Closure Cost Estimate	\$1,045,091
Post-Closure Cost Estimate	<u>\$ 0</u>
Total Closure/Post-Closure Cost Estimate	\$1,045,091