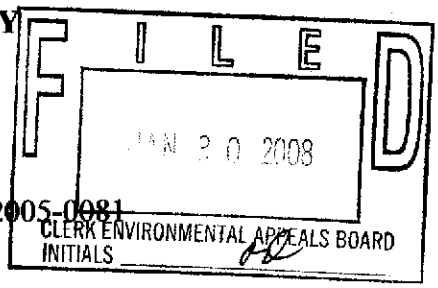
UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY



IN THE MATTER OF:	)	
	)	
Shell Oil Company, et al.	)	Docket No. OECA 2005-0081
	)	
One Shell Plaza	)	
P.O. Box 2463	)	
Houston, TX 77252-2463	)	
	)	
Respondent.	)	

FINAL ORDER

Whereas Complainant, the United States Environmental Protection Agency, and Respondent, Shell Oil Company, the Parties herein, represented by counsel, have consented to the entry of this Final Order, and agree to comply with the Consent Agreement signed by the parties and incorporated herein; and

Whereas EPA caused a Notice for Public Comment on the proposed issuance of this Final Order to be published at 72 Fed. Reg. 32,657 on June 13, 2007, as required by the Safe Drinking Water Act, Section 1423(c), 42 U.S.C. § 300h-2(c), and 40 C.F.R. §§ 22.45 (b) and (c), the public notice and comment period closed on July 13, 2007. Two public comments were received and responded to by EPA.

The Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is hereby ordered to comply with the terms of the Consent Agreement, effective immediately.

SO ORDERED.

By: Kathie A. Stein

Date: 1/30/08

Environmental Appeals Judge
Environmental Appeals Board
US Environmental Protection Agency

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Final Order in the matter of Shell Oil Co., Docket No. OECA-2005-0081, was sent to the following persons in the manner indicated:

By Federal Express:

Kimberly Lesniak
Senior Legal Counsel
Shell Oil Company
910 Louisiana St., Room 4870
Houston, Texas 77002

By Inter-office Mail:

Lynn S. Holloway (2249A)
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W., Room 4144
Washington, D.C. 20460-0001

Dated: JAN 30 2008

Annette Duncan
Secretary

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Respondent.	)	
	)	

CONSENT AGREEMENT

I. Preliminary Statement

1. Complainant, the United States Environmental Protection Agency (EPA) and Shell Oil Company et al. (hereinafter "Shell" or "Respondent"), having consented to the terms of this Consent Agreement (Agreement), and before the taking of any testimony and without the adjudication of issues of fact or law, agree to comply with the terms of this Agreement and attached proposed Final Order hereby incorporated by reference.

2. On or about April 9, 2004, pursuant to EPA's Policy on Incentives for Self-Policing (Audit Policy), 65 Fed. Reg. 19,618 (April 11, 2000), Respondent submitted its initial voluntary disclosure to EPA regarding potential violations of the Resource Conservation and Recovery Act (RCRA), Sections 3004(a) & (t), 42 U.S.C. §§ 6924(a) & (t), and the Safe Drinking Water Act (SDWA), Section 1421(b), 42 U.S.C. § 300h(b). In order to complete its review of the disclosure, EPA requested additional information from Respondent. Respondent submitted additional clarifying disclosures on August 26, 2004, December 9, 2004, and April 13, 2005.

3. Respondent disclosed that it failed to satisfy certain financial responsibility requirements under RCRA for closure, post-closure care, and third-party liability, and under SDWA for plugging and abandonment, at seventeen (17) facilities between March 30, 2004 and May 28, 2004. The facilities where the disclosed violations occurred are listed in Attachment A, hereby incorporated by reference.

II. Jurisdiction

1. The parties agree to the commencement and conclusion of this cause of action by issuance of this Agreement, as prescribed by EPA's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, and more specifically by 40 C.F.R. § 22.18(b).

2. Respondent agrees that Complainant has the authority to bring an administrative action, based upon the facts which Respondent disclosed, for these violations and for the assessment of civil penalties pursuant to RCRA Sections 3008(a) & (g), 42 U.S.C. § 6928(a) & (g), and SDWA Section 1423(c), 42 U.S.C. § 300h-2(c).

3. Respondent hereby waives its right to request a judicial or administrative hearing on any issue of fact or law set forth in this Agreement and the right to appeal the proposed Final Order accompanying this Agreement. 40 C.F.R. § 22.18(b).

4. For purposes of this proceeding, Respondent admits that the Environmental Appeals Board (EAB) has jurisdiction over the subject matter which is the basis of this Agreement and personal jurisdiction over the Respondent. 40 C.F.R. § 22.18(b).

5. Respondent admits the facts stipulated to in this Agreement. 40 C.F.R. § 22.18(b).

III. Statement of Facts

1. Respondent is Shell Oil Company[1], a global group of energy and petrochemical companies with corporate offices in Houston, Texas.

2. Pursuant to the EPA's Audit Policy, Respondent hereby admits the factual determinations referenced in this Section. Respondent specifically certifies to the following facts upon which this Agreement is based:

a. the violations of certain financial responsibility requirements under RCRA for

[1] Shell submitted disclosures on behalf of Motiva Enterprises LLC (Motiva), with which it has a joint venture; its subsidiary Equilon Enterprises LLC (Equilon); its limited partner Shell Chemical LP; and its subsidiary Criterion Catalysts Technologies, LP (Criterion Catalysts). Motiva is the owner/operator of the Delaware City Refinery, Convent Plant, and Port Arthur Refinery. Equilon is the owner/operator of the Martinez Refining Co., Los Angeles Refining Co, Carson Marine Terminal, Wood River Refining Co., Odessa Refining Co., and Puget Sound Refining Co. Shell Chemical LP is the owner/operator of Norco Chemical Plant-West Site, Bellpre Plant, and Westhollow Technology Center. Criterion Catalysts is the owner/operator of the three Criterion Catalysts facilities in Indiana. Shell is the owner/operator of the Catalyst Recovery of Louisiana and Shell Deer Park Refining Co.

closure, post-closure care, and third-party liability, and under SDWA for plugging and abandonment, occurring between March 30, 2004 and May 28, 2004, at 17 facilities, were discovered pursuant to technical review and work required by Shell's parent corporation to restate certain oil and gas reserves related to years prior to 2003;

b. the violations were discovered voluntarily;

c. the initial violations were disclosed to EPA on April 9, 2004 in writing, and subsequent disclosures providing additional information on August 26, 2004, December 9, 2004, and April 13, 2005 were also in writing;

d. the violations were disclosed prior to commencement of an agency inspection or investigation, notice of a citizen suit, filing of a complaint by a third party, reporting of the violations by a "whistleblower" employee, or imminent discovery by a regulatory agency;

e. the violations have been corrected and the Respondent is in full compliance with RCRA Sections 3004(a) & (t), 42 U.S.C. § 6924(a) & (t); the implementing regulations at 40 C.F.R. §§ 264.143, 264.145, 264.147; and the implementing state regulations at 22 Cal. Code of Reg. 66264, 66265 (California); Del. Admin. Code 7-1000, Part 264, Subpart H (Delaware); 35 Ill. Adm. Code, Part 724, Subpt. H (Illinois); LAC 33 Part V. (Louisiana); 30 Texas Admin. Code, Chp. 37 (Texas); and WAC 173-303-620 (Washington); and SDWA Section 1421(b), 42 U.S.C. § 300h(b), and the implementing regulations at 40 C.F.R. § 144.63, with respect to the violations set forth in this Agreement;

f. appropriate steps have been taken to prevent a recurrence of the violations;

g. the specific violations (or closely related violations), identified in Attachment A, have not occurred within three years of the date of disclosure identified in Paragraph I.2. above, at the same facilities that are the subject of this Agreement, and have not occurred within five years of the date of disclosure identified in Paragraph I.2. above, as part of a pattern, at multiple facilities owned or operated by the Respondent. For the purposes of this subparagraph g., a violation is:

(1) any violation of federal, state, or local environmental law identified in a judicial or administrative order, consent agreement or order, complaint, notice of violation, conviction or plea agreement; or

(2) any act or omission for which the Respondent has previously received penalty mitigation from EPA or a state or local agency. Respondent has no knowledge that violations other than those covered in this Agreement

(or closely related violations), have occurred within the past three years at the same facilities; nor are the specific violations that are the subject of this Agreement part of a pattern of violations by Respondent's parent organization which have occurred over the past five years;

h. the violations have not resulted in serious actual harm nor presented an imminent and substantial endangerment to human health or the environment, and they did not violate the specific terms of any judicial or administrative Final Order or Agreement; and

i. Respondent has cooperated as required by EPA by providing the information needed to determine the applicability of the Audit Policy.

IV. Conclusions of Law

1. For purposes of this Agreement, Respondent is a person within the meaning of RCRA Section 1004(15), 42 U.S.C. § 6903(15), and 40 C.F.R. § 260.10, and SDWA Section 1401(12), 42 U.S.C. §300f(12).

2. Pursuant to Sections 2002 and 3004 of RCRA, 42 U.S.C. §§ 6912 and 6924, EPA promulgated rules pertaining to owners and/or operators of treatment, storage and disposal facilities as set forth at 40 C.F.R. Parts 264 and 265.

3. Pursuant to Sections 3004(a) &(t) of RCRA, 42 U.S.C. §§ 6924(a) &(t), EPA promulgated rules pertaining to financial responsibility and these requirements are set forth in 40 C.F.R. Parts 264 and 265, Subpart H. Those rules were adopted by the States of California, Delaware, Illinois, Louisiana, Texas, and Washington. *See* 22 Cal. Code of Reg. 66264, 66265 (California); Del. Admin. Code 7-1000, Part 264, Subpart H (Delaware); 35 Ill. Adm. Code, Part 724, Subpt. H (Illinois); LAC 33 Part V. (Louisiana); 30 Texas Admin. Code, Chp. 37 (Texas); and WAC 173-303-620 (Washington).

4. Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), the following States received final authorization from EPA to implement and enforce a hazardous waste program in lieu of the federal program on the dates indicated: California (July 23, 1992); Delaware (June 8, 1984); Illinois (January 30, 1986); Louisiana (Jan. 24, 1985); Texas (Dec. 12, 1984); and Washington (Jan. 30, 1986).

5. The State has primary responsibility for implementing its federally-authorized hazardous waste program. However, EPA retains the authority to exercise its enforcement authorities, including taking action under Section 3008(a) of RCRA, 42 U.S.C. § 6928(a). 40 C.F.R. § 272.400 (Delaware); § 272.701 (Illinois); § 272.951 (Louisiana); and § 272.2201 (Texas).

6. Pursuant to Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2), EPA has given notice of

this action to the States.

7. Pursuant to Section 3008(h) of RCRA, 42 U.S.C. § 6928(h), EPA may issue administrative orders requiring corrective action or such other response measures as EPA may deem necessary to protect human health or the environment. EPA's authority under this section includes, among other things, the authority to require financial assurance for corrective action.

8. Pursuant to Section 1421(b) of SDWA, 42 U.S.C. § 300h(b), EPA promulgated rules pertaining to owners and/or operators of Class I hazardous waste injection wells as set forth at 40 C.F.R. Part 144.

9. Pursuant to Section 1421 of SDWA, 42 U.S.C. § 300h(b), EPA promulgated rules pertaining to financial responsibility and these requirements are set forth in 40 C.F.R. Part 144, Subpart F.

10. Pursuant to Section 1423(a)(2) of SDWA, 42 U.S.C. § 300h-2(a)(2), EPA has primary enforcement responsibility for Class I hazardous waste injection wells in Indiana. 40 C.F.R. § 147.751(a).

11. 40 C.F.R. § 264.143(f)(1) establishes the criteria that an owner or operator of a treatment, storage or disposal facility must meet to satisfy the financial test and corporate guarantee for closure. Section 264.143(f)(5) provides that after the initial submission of the documents identified by § 264.143(f)(3) as necessary to demonstrate that the owner or operator meets the financial test or corporate guarantee, the owner or operator must send updated information to the Regional Administrator within 90 days after the close of each succeeding fiscal year. (The documents required by § 264.143(f)(3) are the Chief Financial Officer's letter; the independent Certified Public Accountant's report; and the independent Certified Public Accountant's special report). *See* 22 Cal. Code of Reg. 66264.143(f), 66265.143(f) (California); Del. Admin. Code 7-1000 264-264.143(f) (Delaware); 35 Ill. Adm. Code 724.243(f) (Illinois); LAC 33:V.3707.F (Louisiana); 30 Texas Admin. Code, § 37.251 (Texas); and WAC 173-303-620(4) (Washington).

12. 40 C.F.R. § 264.145(f)(1) establishes the criteria that an owner or operator of a treatment, storage or disposal facility must meet to satisfy the financial test and corporate guarantee for post-closure care. Section 264.145(f)(5) provides that after the initial submission of the documents identified by § 264.145(f)(3) as necessary to demonstrate that the owner or operator meets the financial test or corporate guarantee, the owner or operator must send updated information to the Regional Administrator within 90 days after the close of each succeeding the fiscal year. (The documents required by § 264.145(f)(3) are the Chief Financial Officer's letter; the independent Certified Public Accountant's report; and the independent Certified Public Accountant's special report). *See* 22 Cal. Code of Reg. 66264.145(f), 66265.145(f) (California); Del. Admin. Code 7-1000 264-264.145(f) (Delaware); 35 Ill. Adm. Code 724.245(f) (Illinois); LAC 33:V.3711.F. (Louisiana); 30 Texas Admin. Code, § 37.251 (Texas); and WAC 173-303-620(6) (Washington).

13. 40 C.F.R. § 264.147(g) establishes the criteria that an owner or operator of a treatment, storage or disposal facility must meet to satisfy the financial test and corporate guarantee for liability. Section 264.147(f)(5) provides that after the initial submission of the documents identified by § 264.147(f)(3) as necessary to demonstrate that the owner or operator meets the financial test or corporate guarantee, the owner or operator must send updated information to the Regional Administrator within 90 days after the close of each succeeding the fiscal year. (The documents required by § 264.147(f)(3) are the Chief Financial Officer's letter; the independent Certified Public Accountant's report; and the independent Certified Public Accountant's special report). *See* 22 Cal. Code of Reg. 66264.147(h), 66265.147(h) (California); Del. Admin. Code 7-1000 264-264.147(f) (Delaware); 35 Ill. Adm. Code 724.247(f) (Illinois); LAC 33:V.4411.F. (Louisiana); 30 Texas Admin. Code, § 37.551 (Texas); and WAC 173-303-620(8) (Washington).

14. 40 C.F.R. § 144.63 addresses Class I hazardous waste injection wells covered by the financial test and corporate guarantee. Section 144.63(f)(1) provides that the owner or operator must satisfy the requirements of the corporate guarantee for plugging and abandonment. Section 144.63(f)(5) provides that after the initial submission of the documents identified by § 144.63(f)(3) as necessary to demonstrate that the owner or operator meets the financial test or corporate guarantee, the owner or operator must send updated information to the Regional Administrator within 90 days after the close of each succeeding the fiscal year. (The documents required by § 144.63(f)(3) are the Chief Financial Officer's letter; the independent Certified Public Accountant's report; and the independent Certified Public Accountant's special report).

15. Based on the above, and pursuant to Sections 3004(a) & (t) of RCRA, and Section 1421(b) of SDWA, and the implementing regulations, Respondent is subject to the requirements of 40 C.F.R. §§ 264.143(f), 264.145(f), 264.147(f) and (g); the implementing state regulations at 22 Cal. Code of Reg. 66264.143(f), 66264.145(f), 66264.147(g); 66265.143(f), 66265.145(f), 66265.147(g) (California); Del. Admin. Code 7-1000 264-264.143(f), 264-264.145(f), 264-264.147(g) (Delaware); 35 Ill. Adm. Code 724.243(f), 724.245(f), 724.247(f) (Illinois); LAC 33:V.3707.F., 3711.F., 4411.G. (Louisiana); 30 Texas Admin. Code, § 37.551 (Texas); and WAC 173-303-620(4), (6), (8) (Washington); and 40 C.F.R. § 144.63(f), at the 17 facilities listed in Attachment A.

16. For purposes of this Agreement, Complainant hereby states and alleges that, based on the information supplied by Respondent to EPA, Respondent has violated RCRA and SDWA at the 17 facilities identified in Attachment A, by failing to satisfy certain financial responsibility requirements under RCRA for closure, post-closure care, and third-party liability, and under SDWA for plugging and abandonment, as required by Sections 3004(a) & (t) of RCRA, 42 U.S.C. §§ 6924(a) & (t), and Section 1421(b) of SDWA, 42 U.S.C. § 300h(b), and the regulations found at 40 C.F.R. §§ 264.143, 264.145, 264.147; and the implementing state regulations at 22 Cal. Code of Reg. 66264.143(f), 66264.145(f), 66264.147(g); 66265.143(f), 66265.145(f), 66265.147(g) (California); Del. Admin. Code 7-1000 264-264.143(f), 264-264.145(f), 264-264.147(g) (Delaware); 35 Ill. Adm. Code 724.243(f), 724.245(f), 724.247(f) (Illinois); LAC 33:V.3707.F., 3711.F., 4411.G. (Louisiana); 30 Texas Admin. Code, § 37.551

(Texas); and WAC 173-303-620(4), (6), (8) (Washington); and 40 C.F.R. § 144.63.

V. Civil Penalty

1. EPA agrees, based upon the facts and information submitted by Respondent and upon Respondent's certification herein to the veracity of this information, that Respondent has satisfied all of the conditions set forth in the Audit Policy and thereby qualifies for a 100% reduction of the gravity component of the civil penalty. Complainant has determined that the gravity component of the civil penalty is $77,546.50. Of that penalty, $77,391.50 is attributable to the RCRA violations and $155 is attributable to SDWA violations. EPA alleges that this gravity component is assessable against Respondent for the violations that are the basis of this Agreement.

2. Under the Audit Policy, EPA reserves the right to collect any economic benefit that Respondent may have realized as a result of its noncompliance. Based on information provided by Respondent, EPA has determined that Respondent obtained an economic benefit of $153,949 as a result of its noncompliance in this matter. Of this amount, $153,757 is attributable to the RCRA violations and $192 is attributable to the SDWA violations. Accordingly, the civil penalty agreed upon by the parties for settlement purposes is $153,949.

VI. Terms of Settlement

1. Respondent agrees to maintain compliance with the applicable financial responsibility requirements imposed by RCRA and SDWA and the applicable regulations at 40 C.F.R. §§ 264.143, 264.145, 264.147; and the implementing state regulations at 22 Cal. Code of Reg. 66264.143(f), 66264.145(f), 66264.147(g); 66265.143(f), 66265.145(f), 66265.147(g) (California); Del. Admin. Code 7-1000 264-264.143(f), 264-264.145(f), 264-264.147(g) (Delaware); 35 Ill. Adm. Code 724.243(f), 724.245(f), 724.247(f) (Illinois); LAC 33:V.3707.F., 3711.F., 4411.G. (Louisiana); 30 Texas Admin. Code, § 37.551 (Texas); and WAC 173-303-620(4), (6), (8) (Washington); and 40 C.F.R. § 144.63, at the 17 facilities identified in Attachment A.

2. Respondent agrees to pay ONE HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED AND FORTY-NINE DOLLARS ($153,949), in satisfaction of the civil penalty, within thirty (30) days of issuance of the Final Order (i.e., effective date of this Agreement and attached Final Order). 40 C.F.R. § 22.31(c).

3. Respondent shall pay the civil penalty by wire transfer with a notation of "Shell Oil Company, Docket No. OECA 2005-0081" by using the following instructions:

Name of Beneficiary:	EPA
Number of Account for deposit:	68010099
The Bank Holding Account:	Treas NYC
The ABA Routing Number:	021030004

4. Respondent shall forward evidence of wire transfer to EPA, within five (5) days of payment, to the attention of:

Lynn Holloway
Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Ave, N.W. (2246-A)
Washington, DC 20460

U.S. Environmental Protection Agency
Clerk of the Board
Environmental Appeals Board
Ariel Rios Building
1200 Pennsylvania Ave, N.W.
Washington, DC 20460-0001

5. For the purposes of state and federal income taxation, Respondent shall not be entitled, and agrees not to attempt, to claim a deduction for any civil penalty payment made pursuant to the Final Order. Any attempt by Respondent to deduct any such payment shall constitute a violation of the Agreement and the Internal Revenue Code. 26 U.S.C. § 162(f).

6. EPA is required to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim and Respondent agrees to pay these amounts under this Agreement. Interest, at the statutory judgment rate provided for in 31 U.S.C. § 3717, will therefore begin to accrue on the civil penalty agreed to herein on the date a copy of this Agreement and Final Order is mailed to Respondent. However, EPA will not seek to recover interest on any portion of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Pursuant to 31 U.S.C. § 3717, Respondent must pay the following amounts on any amount overdue:

a. Interest. Any unpaid portion of a civil penalty must bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717 (a)(1). Interest will be assessed at the rate of the United States Treasury tax and loan account rate in accordance with 40 C.F.R. § 13.11(a).

b. Late Payment Penalty. On any portion of a civil penalty more than ninety (90) calendar days delinquent, Respondent must pay a late payment penalty of twelve (12) percent per annum, which will accrue from the date the penalty payment became delinquent. This late payment penalty is in addition to charges which accrue or may accrue under subparagraph a.

VII. Public Notice

1. The parties acknowledge that the settlement portions of this Agreement which pertain to the

violations at the Class I hazardous waste injection facilities are, pursuant to SDWA Section 1423(c)(3)(B), 42 U.S.C. § 300h-2(c)(3)(B), subject to public notice and comment requirements. Should EPA receive comments regarding the issuance of the Final Order assessing the civil penalty agreed to in Section VI., EPA shall forward such comments to Respondent within ten (10) days of the receipt of the public comments. 40 C.F.R. § 22.45.

2. As part of this Agreement, and in satisfaction of the requirements of the Audit Policy, Respondent has admitted to certain facts. The parties agree that should EPA receive, through public comments or in any way, information that proves or demonstrates that these facts are other than as admitted to by Respondent, the portion of this Agreement pertaining to the affected facility or facilities, including mitigation of the proposed penalty, may be voided, or this entire Agreement may be declared null and void at EPA's election prior to the issuance of the Final Order, and EPA may proceed with an enforcement action.

3. The parties agree that Respondent's obligation to pay a civil penalty under this Agreement will cease should this Agreement be rejected by the Environmental Appeals Board (EAB).

VIII. Reservation of Rights and Settlement

1. This Agreement and Final Order, when issued by the EAB, and upon payment by Respondent of the civil penalty in accordance with Section VI., shall resolve only the civil claims specified herein and shall constitute a final and complete settlement of all civil claims and causes of action occurring between March 30, 2004 and May 28, 2004, and specified in Attachment A. If and to the extent that any information or certification provided by Respondent upon which any civil penalty mitigation granted in this Agreement and Final Order was based, was materially false or inaccurate at the time such information or certification was provided to EPA, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. Such revocation shall be in writing and shall become effective upon receipt by Respondent. Nothing in this Agreement and Final Order shall be construed to limit the authority of EPA and/or the United States to undertake any action against Respondent, in response to any condition which EPA or the United States determines may present an imminent and substantial endangerment to the public health, welfare, or the environment. Furthermore, issuance of the Final Order does not constitute a waiver by EPA and/or the United States of its right to bring an enforcement action, either civil or criminal, against Respondent for any other violation of any federal or state statute, regulation or permit.

IX. Other Matters

1. Each party shall bear its own costs and attorney fees in this matter.

2. The provisions of this Agreement and Final Order, when issued by the EAB, shall apply to and be binding on the Complainant, and the Respondent, as well as Respondent's officers, agents, successors and assigns. Any change in ownership or corporate status of the Respondent,

including but not limited to any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement, including the obligation to pay the civil penalty referred to in Section VI.

3. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of RCRA, SDWA, or other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state or local permit.

4. Each party certifies that at least one of its undersigned representatives is fully authorized by the party whom he or she represents to enter into the terms and conditions of the Agreement, to execute it on behalf of that party, and to legally bind the party on whose behalf s/he signs this Agreement.

FOR Respondent:

12/4/07
Randy J. Braud Date
Vice President for Finance and Controller
Shell Oil Company

FOR Complainant:

12/26/07
for Walker B. Smith Date
Director
Office of Civil Enforcement
U. S. Environmental Protection Agency