SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into between the STATE OF CALIFORNIA AIR RESOURCES BOARD (hereinafter "ARB") with its principal office at 1001 I Street, Sacramento, California 95814, and SHELL OIL PRODUCTS US (hereinafter "SHELL") with its principal place of business at 910 Louisiana Street, Houston, Texas 77002.

I. RECITALS

(1) California Code of Regulations, title 13, section 2262.5(b) states, "No person shall sell, offer for sale, supply, or transport California gasoline which has an oxygen content exceeding the maximum oxygen content cap limit in section 2262, or which has an ethanol content exceeding 10.0 percent by volume."

(2) Health and Safety Code section 43027(c) states, "Any person who violates any provision of this part, or any rule, regulation, permit, variance, or order of the state board, pertaining to fuel requirements and standards, exclusive of the documentation requirements specified in subdivision (d), is strictly liable for a civil penalty of not more than thirty-five thousand dollars ($35,000)."

(3) Health and Safety Code section 43030(a) states, "For the penalties prescribed in Sections 43027…, each day during any portion of which a violation occurs is a separate offense."

(4) Health and Safety Code section 43031(b) states, "In determining the amount assessed, ...the state board, in reaching any settlement, shall take into consideration all relevant circumstances, including, but not limited to, all of the following: (1) The extent of harm to public health, safety, and welfare caused by the violation. (2) The nature and persistence of the violation, including the magnitude of the excess emissions. (3) The compliance history of the defendant, including the frequency of past violations. (4) The preventive efforts taken by the defendant, including the record of maintenance and any program to ensure compliance. (5) The innovative nature and the magnitude of the effort required to comply, and the accuracy, reproducibility, and repeatability of the available test methods. (6) The efforts to attain, or provide for, compliance. (7) The cooperation of the defendant during the course of the investigation and any action taken by the defendant, including the nature, extent, and time of response of any action taken to mitigate the violation. (8) For a person who owns a single retail service station, the size of the business."

(5) ARB alleges that on September 27 and 28, 2011, SHELL sold, offered for sale, supplied, or transported California gasoline which had an ethanol content exceeding 10.0 percent by volume at/from their Colton terminal.

(6) Specifically, ARB alleges that SHELL supplied gasoline during September 27 and 28, 2011 committing two violations.

(7) ARB alleges that the sale, offer for sale, supply, and/or transport of the over oxygenated California gasoline was unlawful and in violation of California Code of Regulations, title 13, section 2262.5(b).

(8) SHELL admits the facts described in recital paragraphs 1- 7, but denies any liability arising therefrom. SHELL is entering into this Agreement solely for the purpose of settlement and resolution of this matter with ARB. Further, ARB accepts this Agreement in termination of this matter. Accordingly, the parties agree to resolve this matter completely by means of this Agreement, without the need for formal litigation.

II. TERMS AND RELEASE

In settlement of any and all claims that ARB has against SHELL for the matters referred to above, ARB and SHELL agree as follows:

(1) As a condition of this Settlement Agreement, within 15-days after the last party signs this Agreement, SHELL shall pay the sum of fifteen thousand dollars ($15,000) as a penalty. Payment shall be made to the following as described below:

- $11,250 by check payable to the **California Air Pollution Control Fund**
- $3,750 by check payable to the **San Joaquin Air Pollution Control District**, with a notation on the check memo line "For School Bus Retrofit SEP"

Upon receiving the fully executed Settlement Agreement, please complete Attachment A and return along with payment to:

California Air Resources Board Accounting
Office
P O Box 1436
Sacramento, California 95812-1436

(2) If the Attorney General files a civil action to enforce this Agreement, SHELL shall pay all costs of enforcing the Agreement, including expert fees, reasonable attorney's fees, and costs.

(3) SHELL shall not seek to reduce any tax liability by virtue of paying the above amount.

(4) This Agreement shall apply to and be binding upon SHELL and its principals, officers, directors, agents, receivers, trustees, employees, successors and assignees, subsidiary and parent corporations and upon ARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Agreement.

(5) Now therefore, in consideration of the payment by SHELL as described above, ARB hereby releases SHELL and its principals, officers, directors, agents, receivers, trustees, employees, parents, subsidiaries, predecessors, successors, and assignees, and each of their officers, directors, agents, and employees from, any and all claims that ARB may have based on the facts and allegations described in recital paragraphs 1-7. The undersigned represent that they have the authority to enter this Agreement.

The parties acknowledge that the agreements, statements, stipulations, and actions herein are made solely for the purpose of settling this matter economically and without litigation or further expense.

(6) This Agreement constitutes the entire agreement and understanding between ARB and SHELL concerning the claims and settlement in this Agreement, and this Agreement fully supersedes and replaces any and all prior negotiations and agreement of any kind or nature, whether written or oral, between ARB and SHELL concerning these claims.

(7) Severability. Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect to the extent necessary to fulfill the Agreement's purpose and the intent of the parties.

(8) No agreement to modify, amend, extend, or supersede, terminate, or discharge this Agreement, or any portion thereof, shall be valid or enforceable unless it is in writing and signed by all parties to this Agreement.

(9) Advice of Counsel. Each Party to this Agreement has reviewed the Agreement independently, has had the opportunity to consult counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.

(10) This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice of law rules.

(11) This Agreement is deemed to have been drafted equally by the Parties; it will not be interpreted for or against either party on the ground that said party drafted it.

(12) Waiver. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Agreement. The rights and remedies granted all Parties herein are cumulative and the election of one right or remedy by a Party shall not constitute a waiver of such Party's right to assert all other legal remedies available under this Agreement or otherwise provided by law.

(13) SB 1402 STATEMENT

Senate Bill 1402 (Dutton, Chapter 413, statutes of 2010) requires the ARB to provide information on the basis for the penalties it seeks (see Health and Safety Code section 39619.7). This information, which is provided throughout this settlement agreement, is summarized here. ARB alleges the following:

The manner in which the penalty amount was determined, including a per unit or per vehicle penalty.

Penalties must be set at levels sufficient to discourage violations. The penalties in this matter were determined in consideration of all relevant circumstances, including the eight factors specified in Health and Safety Code section 43031.

The per unit penalty in this case is a maximum of $35,000 per day per strict liability violation.

ARB alleges that over oxygenated fuel was supplied over a time period of 2 days. The total amount of penalty in this case is $15,000 reflecting an average penalty of $7,500 per day. This reflects the consideration of a number of facts, including: the fact that an unusual set of circumstances rendered the ethanol metering alarm system ineffective with the only indication of a problem being an apparent inventory imbalance. Shell's own investigation of the loss of ethanol inventory failed to reveal the source of the problem requiring the hiring of an outside expert to assist in their investigation. This finally revealed the cause as well as a solution to prevent a potential recurrence.

The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

The penalty provision being applied in this case is Health and Safety Code section 43027 because ARB alleges that SHELL sold, offered for sale, supplied, and/or transported gasoline in California in violation of California Code of Regulations, title 13, section 2262.5(b).

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and, if so a quantification of excess emissions, if it is practicable to do so.

The provisions cited above do not prohibit emissions above a specified level. ARB alleges that since the fuels did not meet California air pollution standards, any emissions attributable to them are illegal. However, it is not practicable to quantify these emissions because the information necessary to do so is not available.

(14) SHELL acknowledges that ARB has complied with SB 1402 in prosecuting and settling this case. Specifically, ARB has considered all relevant facts, including those listed at Health and Safety Code section 43031, has explained the manner in which the penalty amount was calculated (including a per unit or per vehicle penalty, if appropriate), has identified the provision of law under which the penalty is being assessed and has considered and determined that this penalty is not being assessed under provision of law that prohibits the emission of pollutants at a specified level.

(15) Penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance, the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar cases, and the potential costs and risk associated with litigating these particular violations. The penalty reflects violations extending over a certain number of days considered together with the complete circumstances of this case. The penalty was discounted in this matter based in part on the fact that SHELL made unusually diligent efforts to comply, to cooperate with the investigation and to mitigate any potential emissions consequences. Penalties in future cases might be smaller or larger on a per day basis.

(16) The penalty in this case was based in part on confidential financial information or confidential business information provided by SHELL that has not been retained by ARB in the ordinary course of business. The penalty in this case was also based on confidential settlement communications between ARB and SHELL that ARB does not retain in the

ordinary course of business either. The penalty is the product of an arm's length negotiation between ARB and SHELL and reflects ARB's assessment of the relative strength of its case against SHELL, the desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and remove any unfair advantage that SHELL may have secured from its actions.

CALIFORNIA AIR RESOURCES BOARD

By _____

Name James R. Ryden
Title Chief, Enforcement Division
Date 9/4/14

SHELL PRODUCTS U S

By _____

Name MICHAEL HUANG
Title FACILITIES MANAGER
Date 09-02-2014