

To: Myron Harrison (E-mail) <myron.c.harrison@exxonmobil.com>
From: Clegg, Patsy M SCC-DCS/22
</O=SHELL/OU=MSXSCC/CN=RECIPIENTS/CN=PH197432>
Cc:
Bcc:
Received Date: 2007-03-30 19:02:56 GMT
Subject: FW: draft amendment #4 to China benzene consortium agreement

-----Original Message-----

From: Howard Feldman [mailto:Feldman@api.org]
Sent: Thursday, March 29, 2007 3:28 PM
To: BenzConsort-OC@listserve.api.org
Cc: Brenda Hargett; John Wagner; Bob Greco
Subject: FW: draft amendment #4 to China benzene consortium agreement

BHRC OC,

Per your decision today, attached for your review is draft Amendment 4 to the consortium agreement. Per your decision today, comments are due back to me by cob Friday March 30. Please contact me if you have any questions.

Howard Feldman

Attachments:

China Benzene Consortium 01-4746-4 3-29-07.doc

SHELL-MCCLURG-060447

**AMENDMENT NO. 4
TO
AGREEMENT FOR THE CONDUCT AND FUNDING
OF A RESEARCH PROGRAM ON
BENZENE HEALTH RISK FROM OCCUPATIONAL EXPOSURES**

The above agreement (as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 thereto, the Current Agreement) by and between the undersigned companies (hereafter the "Benzene Health Research Program" or "Research Group"), to establish and fund a research program on the lymphohematopoietic health risks from occupational exposure to benzene, is further amended as follows:

1. Section 9, Financial Contributions -- replace with the following:
 - a. The revised budget is \$35,231,142 for all direct and administrative costs.
 - b. Contributions received, contributions to be received, and the revised maximum contribution per member under the revised budget of \$35,231,142 are reflected in Schedule B.
 - c. Research Group members will make payments on a schedule that ensures that API will have sufficient funds available to meet its financial obligations. API reserves the right to require accelerated collection of member contributions, if necessary.
2. Except as provided in paragraph 6, this Agreement and the program for which it provides shall terminate the later of December 31, 2008 or no more than one year after receipt of the case-control report from Applied Health Sciences. The Research Group may terminate some or all further work under this agreement upon a 2/3 vote of all members. Voting will be on a per share basis. Contractual obligations already incurred by API will be paid by participating members per the terms of this agreement. API may terminate this agreement upon 60-day written notice to the Research Group. In the event of such termination, API will assist the Research Group in the transfer of API's responsibilities to a successor named by the Research Group. API will make payments for contractual and other financial obligations as of the termination date to the extent Research Group funds are available to do so. If there is a shortfall in funds to cover expenses and/or commitments, each Research Group member agrees to pay its proportional share of additional moneys to make up the shortfall. API assumes no responsibility for such shortfalls. API will provide a final accounting to the Research Group within xx days of the termination date, and will disburse remaining funds, if any, as directed by the Research Group.

In all other respects, the terms and conditions of the Current Agreement, as further amended, shall remain in full force and effect. This Amendment No. 4 shall become effective upon its execution by all members.

If the foregoing is acceptable, please sign below and return one copy of this Amendment No. 4 to Contract Administrator, American Petroleum Institute, 1220 L Street, NW, Washington, DC 20005 (202-682-8093).

ACCEPTED FOR:

AMERICAN PETROLEUM INSTITUTE

Red Cavaney
President

Brenda S. Hargett
Chief Financial Officer

Date

DRAFT

**RATIFICATION AND EXECUTION OF
AMENDMENT NO. 4 TO THE AGREEMENT
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ACCEPTED FOR:

Company

Name Signed

Name Typed

Title

Date

Telephone: _____

Fax: _____

Email: _____

Contact person (if different than signer above:)

Name and Title

Telephone: _____

Fax: _____

Email: _____

SCHEDULE B

Member	Current Commitment per Amendment No. 3	Revised Commitment per Amendment No. 4	Amount Paid as of 3/29/07**	Amount Remaining to be Paid	Shares per Company
BP	7,068,545	9,549,856	9,549,856	0	3
Chevron	4,712,364	6,366,572	4,277,293	2,089,279	2
ConocoPhillips	2,356,182	3,183,286	2,356,182	827,104	1
ExxonMobil	7,068,545	9,549,856	7,068,545	2,481,311	3
Shell	4,712,364	6,366,572	4,712,364	1,654,208	2
Marathon*	215,000	215,000	215,000	0	*
GRAND TOTAL	\$26,133,000	\$35,231,142	\$28,179,240	\$7,051,902	11

* Marathon was invoiced for its contribution, and is not a signatory of this agreement.

** The only amount remaining to be paid from Amendment No. 3 is \$435,071 from Chevron, which is expected in the near future.

TIMING OF PAYMENTS FOR AMENDMENT #4

	Total	Payment	Payment	Payments	Remainder of Amendment #4
	Obligation for	Schedule	Schedule	as of	to be
	Amendment #4	2007	2008	3/29/07	Paid
BP	\$2,481,311	\$0	\$0	\$2,481,311	\$0
Chevron	1,654,208	1,039,804	614,404	-	1,654,208
ConocoPhillips	827,104	519,902	307,202	-	827,104
ExxonMobil	2,481,312	1,559,706	921,606	-	2,481,312
Shell Chemical	1,654,208	1,039,804	614,404	-	1,654,208
Total	\$9,098,143	\$4,159,217	\$2,457,615	\$2,481,311	\$6,616,832

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ACCEPTED FOR:

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Contact person (if different than signer above:)

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Total	\$9,098,143	\$4,159,217	\$2,457,615	\$2,481,311	\$6,616,832