

*Keith Gulle*

## SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Air Quality Division ("DEQ/AQD"), Herschler Building, 122 West 25<sup>th</sup> Street, Cheyenne, WY 82002, and J.P. Oil company, Inc., a Delaware corporation ("JP Oil"), P.O. Box 52584, Lafayette, LA 70505, enter into this Settlement Agreement ("Agreement") to fully and finally resolve without litigation DEQ Notice of Violation Docket No. 4174-07 ("NOV") alleging violations of the Wyoming Environmental Quality Act ("Act") and applicable Wyoming Air Quality Standards and Regulations ("WAQSR"). The NOV alleges that JP Oil failed to obtain an air quality permit before constructing the Rohlff Central Tank Battery facility ("Facility") located in Niobrara County, Wyoming.

WYO. STAT. ANN. § 35-11-901(a)(ii)(West 2007) authorizes stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, JP Oil and the DEQ/AQD hereby stipulate and agree as follows:

1. The DEQ/AQD is responsible for enforcing the Act and the WAQSR.
2. WYO. STAT. ANN. § 35-11-801(c) states, "[a] permit to construct is required before the construction or modification of any industrial facility capable of causing or increasing air or water pollution in excess of standards established by the department is commenced."
3. Chapter 6, § 2 of the WAQSR prescribes the applicability and procedures for issuing permits to sources under Wyoming's construction and modification permitting program.
4. Chapter 6, Section 2(a)(i) of the WAQSR states, "[a]ny person who plans to construct any new facility or source, modify any existing facility or source, or to engage in the use of which may cause the issuance of or an increase in the issuance of air contaminants into the air of this state shall obtain a construction permit from the State of Wyoming, Department of Environmental Quality, before any actual work is begun on the facility."
5. On February 17, 2006, JP Oil submitted a permit application for the Facility.
6. The DEQ/AQD's review of the application indicated that no prior DEQ/AQD permits had been issued for the Facility which has been in operation since 1997.
7. On November 13, 2007, the DEQ/AQD issued the NOV to JP Oil alleging that JP Oil's failure to obtain an air quality construction permit prior to constructing the Facility violated the Act and WAQSR.

8. DEQ/AQD and JP Oil agree that to resolve these alleged violations in lieu of litigation under WYO. STAT. ANN. § 35-11-901(a)(ii), JP Oil will pay the DEQ/AQD sixteen thousand seven hundred dollars and no cents (\$16,700.00) as a stipulated penalty amount. JP Oil, by entering into this Agreement, does not concede or admit to any liability or fault, and this Agreement constitutes no admission of fault or noncompliance. JP Oil shall make full payment by check, made payable to the Wyoming Department of Environmental Quality, Air Quality Division, within thirty days after JP Oil has been notified by DEQ/AQD that the final signature has been affixed to this Agreement. JP Oil shall mail the payment to Nancy Vehr, Sr. Asst. Attorney General, 123 Capitol Building, Cheyenne, WY 82002.

9. Full compliance with this signed Agreement shall constitute full satisfaction for all claims by the DEQ/AQD against JP Oil based on NOV Docket No. 4174-07 and, solely in reliance on this Agreement, the DEQ/AQD will refrain from taking further enforcement action against JP Oil for these particular violations.

10. JP Oil waives any statute of limitations which may apply to an enforcement action by the DEQ/AQD involving the specific matters described in NOV Docket No. 4174-07 in the event that JP Oil fails to fulfill its obligations under this Agreement.

11. This Agreement shall be admissible by either JP Oil or DEQ/AQD (hereinafter JP Oil and DEQ/AQD may be referred to individually as "Party" and collectively as "Parties") without objection by the other Party in any action between these Parties relating to the violations alleged herein.

12. Neither Party hereto shall have any claim against the other for attorneys' fees or other costs incurred with the allegations resolved hereby, including costs incurred in the preparation of this Agreement. Each Party shall bear its own attorney fees and costs, if any, incurred through the date this Agreement is signed by both Parties. Each party assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

13. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the Parties shall be incorporated by written instrument, executed and signed by all Parties to this Agreement.

14. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

15. This Agreement, consisting of three (3) pages represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

16. The State of Wyoming and the DEQ/AQD do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to WYO. STAT. ANN. § 1-39-104(a) and all other state law.

17. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

18. Each Party represents that they are authorized to enter into this Agreement and agree to be bound hereby. This Agreement shall become binding upon the Parties once executed by all Parties.

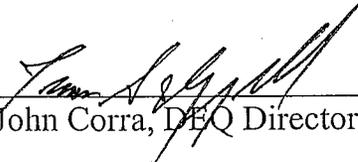
IN WITNESS THEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

J.P. OIL COMPANY, INC:

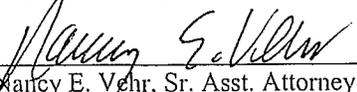
By:  05-19-08  
Cal Seneca, Human Resources Director Date

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

By:  6/10/08  
David Finley, AQD Administrator Date

By:  6/10/08  
John Corra, DEQ Director Date

APPROVAL AS TO FORM:

 5/12/2008  
Nancy E. Vehr, Sr. Asst. Attorney General Date  
Attorney for DEQ/AQD