Keith Guille

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Air Quality Division ("DEQ/AQD"), Herschler Building, 122 West 25th Street, Cheyenne, WY 82002, and Reiman Corp. ("Reiman"), 2400 West College Drive, Cheyenne, WY 82003-1007, enter into this Settlement Agreement ("Agreement") to fully and finally resolve without litigation the alleged violations cited in DEQ Notice of Violation Docket No. 4439-09 ("NOV"). As more fully set forth below, the NOV alleged that Reiman failed to thoroughly inspect for the presence of asbestos prior to renovation and failed to provide written notification to the DEQ/AQD prior to starting the Grier Furniture building renovation project located in Laramie County, Wyoming, thereby violating the Wyoming Environmental Quality Act ("Act") and applicable Wyoming Air Quality Standards and Regulations ("WAQSR").

WYO. STAT. ANN. § 35-11-901(a)(ii) (West 2008) authorizes stipulated settlement, including payment of a penalty, implementation of compliance schedules or other settlement conditions in lieu of litigation. To that end, Reiman and the DEQ/AQD hereby stipulate and agree as follows:

1. Reiman is a Wyoming corporation.

2. The DEQ/AQD is responsible for enforcing the Act and the WAQSR.

3. WYO. STAT. ANN. § 35-11-201 states, "No person shall cause, threaten or allow the discharge or emission of any air contaminant in any form so as to cause pollution which violates rules, regulations and standards adopted by the council."

4. Chapter 3, Section 8 of the WAQSR establishes in part asbestos emission standards applicable to owners and operators of facilities undergoing renovation or demolition.

5. Chapter 3, Section 8(i)(i) of the WAQSR requires owners and operators of facilities undergoing renovation or demolition to "thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos," before "the commencement of the demolition or renovation."

6. Chapter 3, Section 8(i)(ii) of the WAQSR requires owners and operators of facilities undergoing renovation or demolition to provide the DEQ/AQD with "written notice of the intention to demolish or renovate" at least ten working days before the commencement of the demolition or renovation.

7. On or about January 26, 2009, in response to a public complaint, the DEQ/AQD Asbestos Coordinator inspected the Grier Furniture building renovation project. The DEQ/AQD Asbestos Coordinator observed employees removing pegboard from walls and noted that fiberboard ceiling tiles had been removed. The DEQ/AQD Asbestos Coordinator also noted that the basement carpet had been removed and the underlying floor tile was suspect based on age and appearance. Following a discussion with the Grier Furniture building renovation project foreman, the DEQ/AQD Asbestos Coordinator determined that neither an asbestos inspection had been conducted nor had Reiman notified the DEQ/AQD before the commencement of the renovation activities.

8. On March 3, 2009, the DEQ/AQD issued the NOV to Reiman alleging that Reiman failed to comply with WYO. STAT. ANN. § 35-11-201 and Chapter 3, Section 8 of the WAQSR prior to starting the Grier Furniture building renovation project.

9. Without admitting liability, Reiman agrees to resolve the alleged violations described above and more fully set forth in the NOV, in lieu of litigation under WYO. STAT. ANN. § 35-11-901(a)(ii), as follows:

A. Assessment of a stipulated penalty in the amount of three thousand three hundred fifteen dollars and no cents ($3,315.00) in settlement of this matter ("Total Stipulated Penalty"). Reiman shall make full payment of the Total Stipulated Penalty by check made payable to the Wyoming Department of Environmental Quality, Air Quality Division, within thirty (30) days after Reiman has been notified by DEQ/AQD that the final signature has been affixed to this Agreement. Reiman shall mail the payment to Nancy Vehr, Sr. Asst. Attorney General, 123 Capitol Building, Cheyenne, WY 82002.

B. Reiman agrees to add these three asbestos related questions to Reiman's "Superintendent Checklist" to be given to each of its superintendents at the start of every project: i) Has an asbestos inspection been conducted on the facility; ii) Is notification needed; iii) Has notification been filled out and sent to the DEQ/AQD Asbestos program? Reiman will provide the DEQ/AQD with a copy of its revised Superintendant Checklist within thirty (30) days after Reiman has been notified by DEQ/AQD that the final signature has been affixed to this Agreement.

C. Reiman agrees that all of its superintendents are to receive two-hour Asbestos Awareness training annually. This training can be completed via video, professional trainer or online. The initial training must be

completed by January 31, 2010. Following this initial training, Reiman will incorporate the two-hour Asbestos Awareness training into its Annual Project Manager Meeting. Reiman will notify the DEQ/AQD as soon as it has completed the initial superintendents' Asbestos Awareness training.

D. Reiman also agrees to have two of its employees attend the 40-hour Contractor/Supervisor Initial Course given by a Model Accreditation Plan Trainer by January 31, 2010. Reiman will provide the DEQ/AQD with copies of the employees' certificates of completion as soon as the employees have completed the course.

10. Reiman, by entering into this Agreement, does not concede or admit to any liability or fault, and this Agreement constitutes no admission of liability or fault.

11. Full compliance with this signed Agreement shall constitute full satisfaction and release for all claims by the DEQ/AQD against Reiman based on NOV Docket No. 4439-09 and, solely in reliance on this Agreement, the DEQ/AQD will refrain from taking further enforcement action against Reiman for these particular violations.

12. In the event that Reiman fails to fulfill its obligations under this Agreement, Reiman waives any statute of limitation claims which may apply in an enforcement action by the DEQ/AQD involving the specific matters described in NOV Docket No. 4439-09.

13. This Agreement shall be admissible by either Reiman or the DEQ/AQD (hereinafter Reiman and the DEQ/AQD may be referred to individually as "Party" and collectively as "Parties") without objection by the other Party only in an action between these Parties relating to the specific NOV herein; provided, however, that nothing herein constitutes an admission by Reiman of liability or fault.

14. 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.

15. 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.

16. 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.

17. This Agreement, consisting of five (5) pages represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

18. 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.

19. 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.

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20. 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:

REIMAN CORP.:

By: _____ 7/14/09

Name: T R Reiman Date

Title: President

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ 7/16/09

David A. Finley, AQD Administrator Date

By: _____ 7/21/09

John Corra, DEQ Director Date

APPROVAL AS TO FORM:

_____ 7/10/09

Nancy E. Vehr, Sr. Asst. Attorney General Date

Attorney for DEQ/AQD