

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Air Quality Division (DEQ/AQD), Herschler Building, 122 West 25th Street, Cheyenne, WY 82002, and Exxon Mobil Corporation (d/b/a ExxonMobil Production Company), P.O. Box 1300 Kemmerer, Wyoming 83101 enter into this Settlement Agreement (Agreement) to fully and finally resolve without litigation the alleged violations cited in DEQ Notice of Violation Docket No. 5088-12 (Notice of Violation). As more fully set forth below, the Notice of Violation alleges that Exxon Mobil failed to thoroughly inspect a training room at the Shute Creek facility in Lincoln County, Wyoming prior to the demolition/renovation and failed to provide prior written notice of the demolition/renovation project to the DEQ/AQD Administrator, thereby violating Chapter 3, Section 8 of the Wyoming Air Quality Standards and Regulations (Air Quality Rules).

Wyo. Stat. Ann. § 35-11-901(a)(ii)(2012) authorizes stipulated settlement, including payment of a penalty, implementation of compliance schedules, or other settlement conditions in lieu of litigation. To that end, Exxon Mobil and the DEQ/AQD hereby stipulate and agree as follows:

1. Exxon Mobil is a New Jersey corporation that owned and/or operated the Shute Creek facility at the time DEQ/AQD issued the Notice of Violation.

2. The DEQ/AQD is responsible for enforcing the Wyoming Environmental Quality Act and the Air Quality Rules.

3. Chapter 3, Section 8 of the Air Quality Rules establishes asbestos emissions standards for demolition, renovation, manufacturing, spraying, and fabricating that apply to owners and operators of facilities where renovation/demolition activities are taking place.

4. Chapter 3, Section 8(i)(i) of the Air Quality Rules states: "To determine which requirements ... apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility of part of the facility where the demolition or renovation operation will occur for the presence of asbestos."

5. Chapter 3, Section 8(i)(ii) of the Air Quality Rules requires that an owner or operator of a demolition or renovation activity to which this section applies shall provide the Administrator with written notice of intention to demolish or renovate at least ten working days prior to commencement of the asbestos removal activity.

6. On July 27, 2012, Ms. Linda Dewitt, DEQ/AQD Asbestos Program Coordinator was notified by Exxon Mobil personnel that approximately 1000 square feet of floor tile had been removed from a training room at the Shute Creek facility by contractors retained by Exxon Mobil and that subsequent sampling of the disturbed floor tile and mastic revealed that the black mastic material contained 8% chrysotile asbestos.

7. Based on the information provided by Exxon Mobil and review of the DEQ/AQD's records, DEQ/AQD concluded that an asbestos inspection was not conducted at the site prior to the demolition/renovation, as required by Chapter 3, Section 8(i)(i) of the Air

Quality Rules, and that Exxon Mobil did not provide written notice to the DEQ/AQD Administrator prior to the demolition/renovation, as required by Chapter 3, Section 8(i)(ii) of the Air Quality Rules.

8. On November 16, 2012, the DEQ/AQD issued the Notice of Violation to Exxon Mobil, alleging that Exxon Mobil's failure to thoroughly inspect the training room at the Shute Creek facility prior to demolition/renovation and failure to provide prior written notice of the demolition/renovation project to the DEQ/AQD Administrator violated the Air Quality Rules.

9. Without admitting liability and in lieu of litigation under Wyo. Stat. Ann. § 35-11-901(a)(ii), Exxon Mobil agrees to resolve the alleged violations described above and also set forth in the Notice of Violation for a total amount of two thousand dollars and no cents (\$2,000.00), payable as follows:

A. Exxon Mobil shall pay the DEQ/AQD one thousand dollars and no cents (\$1,000.00) as a stipulated cash penalty within thirty (30) days after Exxon Mobil has been notified that the final signature has been affixed to this Agreement. Exxon Mobil shall make full payment by check made payable to the Wyoming Department of Environmental Quality, Air Quality Division and mailed to Matthias Sayer, Assistant Attorney General, 123 Capitol Building, Cheyenne, Wyoming 82002.

B. Exxon Mobil agrees that it will provide asbestos training to be completed as follows:

i. By October 31, 2013, several employees will complete asbestos training, which may include any of the following:

a. 24-hour Building Inspector Initial Course. This training provides information on the types of suspect materials and appropriate sampling protocol needed to prove asbestos content.

b. 40-hour Contractor/Supervisor Initial Course. This training provides information on regulatory requirements for performance of abatement projects.

ii. By November 30, 2013, Exxon Mobil shall provide DEQ/AQD with notification of completion and the employee(s) certificate of completion. Exxon Mobil shall send this information to DEQ/AQD, Attention: Karen Godman, 122 West 25th Street, Herschler Building 2-E, Cheyenne, WY 82002.

iii. By November 30, 2013, Exxon Mobil shall provide DEQ/AQD with actual cost information. If Exxon Mobil's total actual cost of providing the asbestos training listed above is less than one thousand dollars and no cents (\$1,000.00), Exxon Mobil agrees to pay the difference to DEQ/AQD by December 15, 2013, as an additional stipulated penalty. Exxon Mobil shall send the cost information to DEQ/AQD, Attention: Karen Godman, 122 West 25th Street, Herschler Building 2-E, Cheyenne, WY 82002.

10. Exxon Mobil, 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 Agreement shall constitute full satisfaction and release for all claims by the DEQ/AQD against Exxon Mobil based on the Notice of Violation and, solely in reliance on this Agreement, the DEQ/AQD will refrain from taking further enforcement action against Exxon Mobil for these particular alleged violations.

12. In the event that Exxon Mobil fails to fulfill its obligations under this Agreement, Exxon Mobil waives any statute of limitation claims which may apply in an enforcement action by the DEQ/AQD involving the specific matters described in the Notice of Violation.

13. This Agreement shall be admissible by either Exxon Mobil or the DEQ/AQD (hereinafter Exxon Mobil 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 Notice of Violation herein; provided, however, that nothing herein constitutes an admission by Exxon Mobil 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 four (4) 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. 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 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.

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.

EXXON MOBIL CORPORATION:

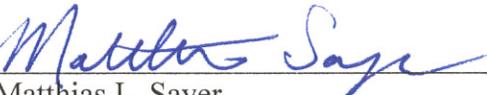
By:  OPERATIONS SUPERINTENDENT Date: 6/24/2013.
Michael Van der Linden LABARGE, WYOMING.

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

By:  Date: 7-15-13
Steven A. Dietrich, AQD Administrator

By:  Date: 7/16/13
Todd Parfitt, DEQ Director

APPROVAL AS TO FORM:

 Date: 6-19-13
Matthias L. Sayer
Assistant Attorney General
Attorney for DEQ/AQD

Date: _____