

## 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 P4 Production, L.L.C. (P4 Production), 800 N. Lindbergh Blvd., St. Louis, MO 63167, (hereinafter referred to individually as “Party” and collectively as “Parties”) enter into this Settlement Agreement (Agreement) to fully and finally resolve without litigation the alleged violations cited in DEQ Notice of Violation Docket Number 5171-13 dated May 30, 2013 (Notice of Violation). As more fully set forth below, the Notice of Violation alleged that P4 Production failed to obtain an air quality permit for a coal screen at P4 Production’s Rock Springs Plant located in Sweetwater County, Wyoming, thereby violating Chapter 6, Section 2(a)(i) of the Wyoming Air Quality Standards and Regulations (Air Quality Rules).

Wyo. Stat. Ann. § 35-11-901(a)(ii) (West 2012) authorizes settlement through payment of penalties, implementation of compliance schedules, or other conditions in lieu of litigation. To that end, P4 Production, L.L.C., and the DEQ/AQD hereby agree to settle the Notice of Violation as follows:

1. P4 Production, L.L.C., is a Delaware limited liability company that owns and operates various mining and processing facilities, including the Rock Springs Plant.

2. The DEQ/AQD is the executive branch agency of Wyoming government responsible for enforcing the Act and the Air Quality Rules.

3. Wyo. Stat. Ann. § 35-11-201 states that “[n]o 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 6, Section 2(a)(i) of the Air Quality Rules, which the council adopted, provides that “[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. Notice of Violation Docket No. 5171-13

A. On May 14, 2013, DEQ/AQD observed an unpermitted coal screen present at the Rock Springs Plant.

B. As a result, on May 30, 2013, DEQ issued Notice of Violation Docket Number 5171-13 to P4 Production alleging P4 Production violated Section

2(a)(i) of the Air Quality Rules by failing to obtain an air quality permit for the coal screen.

6. Without admitting liability and in lieu of litigation under Wyo. Stat. Ann. § 35-11-901(a)(ii), P4 Production agrees to pay to the DEQ/AQD a total amount of five thousand dollars and no cents (\$5,000.00) as a stipulated penalty to resolve the violations described above as alleged in the Notice of Violation. P4 Production agrees to make full payment by check made payable to the Wyoming Department of Environmental Quality within thirty (30) days after P4 Production has been notified by DEQ/AQD that the final signature has been affixed to this Agreement. P4 Production agrees to mail the payment to Jeremiah Williamson, Assistant Attorney General, 123 Capitol Building, Cheyenne, WY 82002.

7. By entering into this Agreement, P4 Production does not concede or admit to any liability or fault. This Agreement does not constitute an admission of liability, fault, or noncompliance with any allegations, findings, determinations, or conclusions contained in this Agreement or in the Notice of Violation.

8. Full compliance with this signed Agreement shall constitute full satisfaction of all claims by the DEQ/AQD against P4 Production as alleged in the Notice of Violation. Solely in reliance on this Agreement, the DEQ/AQD will refrain from taking further enforcement action against P4 Production for P4 Production's alleged operation of an unpermitted coal screen at the Rock Springs Plant for approximately 30 days in or around May 2013. By this Settlement Agreement, the Parties intend to resolve all allegations asserted in the Notice of Violation.

9. In the event P4 Production fails to fulfill its obligations under this Agreement, P4 Production waives any statute of limitation claims that might apply in an enforcement action by the DEQ/AQD involving the specific matters settled by this Agreement.

10. This Agreement shall be admissible by either P4 Production or the DEQ/AQD without objection by the other Party only in an action between these Parties relating to the violation alleged herein and in the Notice of Violation.

11. Neither Party shall have any claim against the other for attorneys' fees or other costs incurred with the alleged violation resolved hereby, including costs incurred in the preparation of this Agreement. Each Party shall bear its own attorneys' 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.

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

13. 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.

14. 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.

15. 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 law.

16. The Parties do not intend to create in any other individual or entity the status of third party beneficiary. 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.

17. 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.

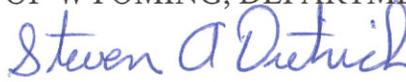
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IN WITNESS THEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement:

P4 PRODUCTION, L.L.C.

By:  8/13/14  
Name: Roger W. Gibson Date  
Its: Vice President of Operations

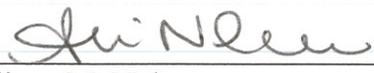
STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

By:  8-25-14  
Steven A. Dietrich, AQD Administrator Date

By:  8/25/14  
Todd Parfitt, DEQ Director Date

APPROVAL AS TO FORM:

 8/27/14  
Jeremiah I. Williamson Date  
Attorney for DEQ/AQD

 8/12/2014  
Alison M. Nelson Date  
Attorney for P4 Production, L.L.C.