

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND QUALITY DIVISION

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Land Quality Division (WDEQ/LQD) and Solvay Soda Ash Joint Venture, a Wyoming General Partnership composed of Solvay Chemicals, Inc. and AGC Soda Corporation, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in Notice of Violation (NOV) Docket Number 4067-07, dated June 19, 2007. The NOV alleges: 1) Mining took place outside the permit area, in violation of Wyoming Statute §35-11-405 (a). The violations are located in T17N R109W, Sections 4, 8, and 9.

W.S. §35-11-901(a)(ii) authorizes the WDEQ/LQD to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Solvay Soda Ash Joint Venture and the WDEQ/LQD hereby stipulate and agree as follows:

1. The WDEQ/LQD pursuant to W.S. §35-11-104, is a department in the executive branch of the state government of Wyoming and is principally situated in Cheyenne, Wyoming. WDEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act including all provisions of the WDEQ/LQD Rules & Regulations.
2. Solvay Soda Ash Joint Venture agrees to pay a total of eighty-five thousand dollars (\$85,000) as a stipulated settlement as resolution to this matter in lieu of litigation under W.S. §35-11-901(a)(ii). As part of the settlement, it is agreed that 50% of the penalty (\$42,500) can be used towards a donation for an off-site project that benefits the environment and community. The donation will be made to the City of Green River Green Belt Project. A \$200,000 expansion of the Green Belt is scheduled for 2008 from Edgewater Park to the FMC Park. The \$42,500 will be earmarked to pay for a portion of this 2008 project. Within 30 days of full execution of this Settlement Agreement, the Division must receive a copy of receipt of payment issued by the City of Green River. Solvay Soda Ash Joint Venture has requested that the City of Green River submit a copy of the work plan itemizing project costs and a project schedule within 30 days of plan completion (estimated 2nd quarter 2008) and verification of project completion (estimated late 3rd quarter 2008). These documents will then be forwarded to WDEQ/LQD.

The remaining payment of \$42,500 is due and payable within thirty (30) days of full execution of this Settlement Agreement. Payment to WDEQ/LQD shall be by check and made payable to the Wyoming Department of Environmental Quality/Land Quality Division and shall be sent to: Richard A. Chancellor, Administrator, Wyoming Department of Environmental Quality, Land Quality Division, Herschler Building, 3rd Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002.

3. No placard or sign may be posted at the Green Belt crediting Solvay for the donation unless it includes verbiage indicating that the funding partially offsets a Penalty and Violation imposed by the Department of Environmental Quality, Land Quality Division. If a sign is preferred, the DEQ Administrator must first approve the language.
4. Solvay Soda Ash Joint Venture will continue to work diligently toward the approval of the Permit Amendment package which is currently under Public Notice and Comment.
5. Solvay Soda Ash Joint Venture may continue mining their longwall panel in T17N R109W Section 9, and bore miners in sections 4, 8, and 9 as referenced above, due to safety considerations should mining desist.
6. Solvay will add the LQD permit boundary to all mine maps and annual report maps.
7. This signed Settlement Agreement and payment of penalty shall constitute full satisfaction and resolution of all claims by the WDEQ/LQD against Solvay Soda Ash Joint Venture based on the violations alleged in NOV and Order, Docket No.4067-07. Contingent upon Solvay Soda Ash Joint Venture's compliance with the terms of this Settlement Agreement, the WDEQ/LQD will refrain from taking further enforcement action against Solvay Soda Ash Joint Venture for these particular violations cited in this Settlement Agreement. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket No. 4067-07.

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8. Solvay Soda Ash Joint Venture waives any statute of limitations which may apply to an enforcement action by the WDEQ/LQD involving the specific matters described in the NOV and Order, Docket No.4067-07, in the event that Solvay Soda Ash Joint Venture fails to fulfill its obligations under this Settlement Agreement.
9. Nothing in this agreement precludes WDEQ/LQD from taking additional enforcement action, including the issuance of a Notice of Violation, Order and/or pursuing additional penalties, should Solvay Soda Ash Joint Venture violate the Wyoming Environmental Quality Act or applicable rules and regulations in the future.
10. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
11. Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and WDEQ do not waive sovereign immunity by entering into this Settlement Agreement with Solvay Soda Ash Joint Venture and specifically retain all immunity and all defenses available as sovereigns under state and federal law.
12. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
13. This Settlement Agreement is binding upon Solvay Soda Ash Joint Venture, its successors and assignees, and upon the WDEQ/LQD.
14. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR: SOLVAY SODA ASH JOINT VENTURE:

Signed: R. O. Hughes

Date: 10/18/07

Typed: Ronald O. Hughes

General Manager
Title: Green River Operations

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

John V. Corra

Date: 10/23/07

John V. Corra, Director
Wyoming Department of Environmental Quality

Richard A. Chancellor

Date: 25 Oct 07

Richard A. Chancellor, Administrator
Land Quality Division

cc: Mark Moxley, WDEQ/LQD, District II
Docket Number 4067-07