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SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD), and Overland Resources, Ltd. (Overland), a company authorized to do business in Wyoming, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in **Notice of Violation (NOV) Docket Number 4254-08 dated April 30, 2008. The violation occurred in Albany County, Wyoming.**

W.S. §35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Overland and the DEQ hereby stipulate and agree as follows:

1. The DEQ, 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. DEQ is the agency with the responsibility for administering the Wyoming Environmental Quality Act (Act) including all provisions of the Wyoming Water Quality Rules and Regulations (WWQRR).

2. Overland operates an oil treater production facility located in Albany County, Wyoming. The facility operates under a Wyoming Pollution Discharge Elimination System (WYPDES) permit #WY0033154 issued by the Wyoming Department of Environmental Quality (DEQ), Water Quality Division (WQD).

3. Overland agrees to pay a penalty of four thousand dollars and no cents (\$4,000.00) as a settlement to resolve the above referenced NOV. Payment to the DEQ is due and payable within thirty (30) days of the full execution of this Settlement Agreement. Payment to DEQ shall be by check made payable to the Wyoming Department of Environmental Quality, Water Quality Division and shall be sent to: Mr. Kevin M. Wells, Compliance & Enforcement Coordinator, Department of Environmental Quality, Water Quality Division, Herschler Building 4th Floor-West, 122 West 25th Street, Cheyenne, Wyoming 82002. The check should reference NOV Docket Number 4254-08.

4. Overland shall provide the WQD with documentation indicating actions taken or scheduled to be taken to maintain compliance with WYPDES permit requirements and remediation efforts at the release site. This documentation shall include schedules for completion and type of documentation to be provided for compliance verification (photo, multiple laboratory samples, etc.). This requested information shall be received by the WQD within 60 days of the date of this agreement.

5. This signed Settlement Agreement and payment by Overland shall constitute full satisfaction for and resolution of all claims by the DEQ against Overland based on the violations alleged in NOV Docket Number 4254-08. Contingent upon Overland's full compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Overland for these particular violations. By this Settlement Agreement, the parties intend to resolve with prejudice all allegations that were asserted in NOV Docket Number 4254-08.

6. Overland waives any statute of limitations which may apply to an enforcement action by the DEQ involving the specific matters described in NOV Docket Number 4254-08 in the event that Overland fails to fulfill its obligations under this Settlement Agreement.

7. Nothing in this agreement precludes DEQ from taking additional enforcement action; including the issuance of a NOV, Order, and/or pursuing additional penalties, should Overland violate the Act, applicable rules and regulations, or WYPDES permit requirements in the future.

8. This Settlement Agreement or any actions taken in accordance with its provisions, does not constitute an admission by Overland to any allegations, findings, determinations or conclusions contained in this Agreement, nor is this a retraction by the DEQ of the specific allegations in NOV Docket Number 4254-08. Except as specifically provided for herein, nothing in this Agreement shall prejudice, waive, or impair any right, remedy, or defense that Overland may have against any entity.

SETTLEMENT AGREEMENT BETWEEN DEQ/WQD AND OVERLAND RESOURCES, LTD.

9. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties to enforce its terms.

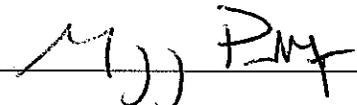
10. Notwithstanding any other language in this Settlement Agreement, the State of Wyoming and DEQ do not waive sovereign immunity by entering into this Settlement Agreement with Overland and specifically retain all immunity and all defenses available as sovereigns under state and federal law.

11. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.

12. Overland and the DEQ agree to comply with and be bound by the terms of this agreement and further agree they will not contest the basis or validity of this Settlement Agreement in any action taken by DEQ to enforce the terms of this Settlement Agreement. Therefore this Settlement Agreement is binding upon Overland, its successors and assigns, and upon the DEQ.

13. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement. Full execution of this Settlement Agreement shall be determined by the latest date of all parties signing.

FOR: OVERLAND RESOURCES, LTD

Signed: 

Typed: GREGORY PANDOLFO

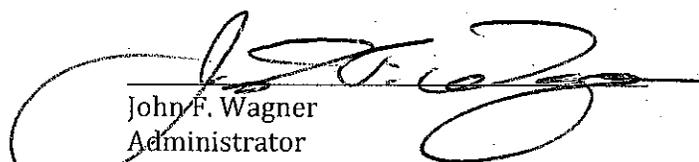
Title: PRESIDENT

Date: 7/30/08

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:


John V. Corra
Director
Department of Environmental Quality

Date: 7/18/08


John F. Wagner
Administrator
DEQ/Water Quality Division

Date: 7/17/08

JVC/JFW/KMW/bb/rm/8-0547

cc: Lee Hanley, 8ENF-W-NP, EPA Region 8 (PDF)
Bill J. DiRienzo ► Brian K. Lovett ► Leah J. Krafft (PDF)
IPS (for scanning) ► Docket 4254-08
Keith Guille, DEQ Public Information Officer (PDF File of signed copy by all parties)