IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

UTE INDIAN TRIBE OF THE UINTAH AND OURAY RESERVATION, FRANCES M. POOWEGUP, IRENE C. CUCH, PHILLIP CHIMBURAS, and RON WOPSOCK,

Plaintiffs-Intervenors

QUESTAR GAS MANAGEMENT COMPANY,

Defendant.

CONSENT DECREE

Case No. 2:08-CV-00167-TS-PMW

District Judge TED STEWART

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WHEREAS, Plaintiff United States of America, (the "United States") on behalf of the United States Environmental Protection Agency ("EPA"), filed a complaint in this action on February 29, 2008, alleging that Defendant QEP Field Services Company ("QEPFS"), formerly known as Questar Gas Management Company, violated Section 112 of the Clean Air Act ("Act"), 42 U.S.C. § 7412, Part C, Title 1 of the Act, 42 U.S.C. §§ 7470-7479, and Title V of the Act, 42 U.S.C. §§ 7661-7661f, at its Coyote Wash, Chapita, Island, Wonsits Valley, and River Bend compressor stations (the "Facilities").

WHEREAS, EPA administers the Act's programs for National Emission Standards for Hazardous Air Pollutants ("NESHAP"), Prevention of Significant Deterioration ("PSD"), and federal operating permits under Title V of the Act with respect to the Facilities located on Indian country land in Utah.

WHEREAS, the Complaint alleges, inter alia, QEPFS's Coyote Wash, Chapita, Island, Wonsits Valley, and River Bend compressor stations are all major sources of HAP emissions under Section 112(a)(1) of the Act, 42 U.S.C. § 7412(a)(1), are subject to HH requirements pursuant to 40 C.F.R. §§ 63.760(b)(1) & 63.765(a), and that QEPFS failed to comply with numerous HH requirements concerning the Facilities.

WHEREAS, the Complaint alleges, inter alia, QEPFS's Coyote Wash, Chapita, Island, Wonsits Valley, and River Bend compressor stations are major sources of HAP emissions, their RICE units are subject to ZZZZ regulations pursuant to 40 C.F.R. § 63.6590(a), and QEPFS failed to comply with numerous ZZZZ requirements regarding the Facilities.

WHEREAS, the Complaint alleges, inter alia, QEPFS's Coyote Wash, Chapita, Island, Wonsits Valley, and River Bend compressor stations are each a "major emitting facility" as

defined by Section 169(1) of the Act, 42 U.S.C. § 7479(1), a "major stationary source" as defined by 40 C.F.R. § 52.21(b)(1)(i)(b), and that QEPFS failed to comply with permit requirements concerning the facilities pursuant to Section 165(a) of the Act, 42 U.S.C. § 7475(a), and 40 C.F.R. §§ 52.21(a)(2)(iii), and (j) - (q) (2007).

WHEREAS, the Complaint alleges, inter alia, QEPFS's Coyote Wash, Chapita, Island, Wonsits Valley, and River Bend compressor stations are each a "Part 71 Source" within the meaning of 40 C.F.R. §§ 71.1 and 71.3, subject to the Title V operating permit program set forth in Title V of the Act at 42 U.S.C. § 7661 - 7661f, and that QEPFS failed to file applications for Part 71 federal operating permits within 12 months after the Chapita and Island Facilities became Part 71 sources and failed to comply with numerous 40 C.F.R. § 71.9 requirements concerning the facilities.

WHEREAS, on October 7, 2010, the Court granted the motion to intervene of Frances M. Poowegup, Irene C. Cuch, Phillip Chimburas, Curtis Cesspooch, and Richard Jenks, Jr., on May 15, 2012 granted the motion to intervene of Ron Wopsock, and on May 15, 2012 granted the motion to dismiss the claims of Curtis Cesspooch and Richard Jenks, Jr., with prejudice.

WHEREAS, Defendant QEPFS has denied and continues to deny the allegations in the Complaint and Complaint-in-Intervention and maintains that it has been and remains in compliance with the Act, is not liable for civil penalties or injunctive relief, and that it is agreeing to the obligations imposed by this Consent Decree solely to avoid further costs and uncertainty of litigation.

WHEREAS, the United States, QEPFS, and Plaintiff-Intervenors recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the

Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Act, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in this District pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. § 1391(c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section(s) 112 of the Clean Air Act ("Act"), 42 U.S.C. § 7412; Part C, Title 1 of the Act, 42 U.S.C. §§ 7470-7479; and Title V of the Act, 42 U.S.C. §§ 7661-7661f.

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, Plaintiff-Intervenors, and Defendant, and upon any successors, assigns, or other entities or persons otherwise bound by law.

4. QEPFS will condition any transfer, in whole or in part, of ownership of, operation of, or other interest (exclusive of any non-controlling non-operational shareholder or security interest) in, any of the Facilities upon the execution by the transferee of a modification to the Consent Decree which makes the terms and conditions of the Consent Decree apply to such Facility applicable to the transferee. As soon as possible prior to the transfer, QEPFS shall notify the United States of the proposed transfer and of the specific Consent Decree provisions that the transferee is assuming. Within a reasonable time thereafter, QEPFS shall provide a certification from the transferee that the transferee has the financial and technical ability to assume the obligations and liabilities under this Consent Decree that are related to the transfer. By no later than sixty (60) days after the transferee executes a document agreeing to substitute itself for QEPFS for all terms and conditions of this Consent Decree that apply to the Facility that is being transferred, the United States, QEPFS, and the transferee shall jointly file with the Court a motion requesting the Court to substitute the transferee as the Defendant for those terms and conditions of this Consent Decree that apply to the Facility that is being transferred (if the United States concurs). If QEPFS does not secure the agreement of the United States to a Joint Motion within sixty (60) days, then QEPFS and the transferee may file a motion without the agreement of the United States. The United States thereafter may file an opposition to the motion. QEPFS will not be released from the obligations and liabilities of any provision of this Consent Decree unless and until the Court grants the motion substituting the transferee as the Defendant to those provisions.

5. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties include compliance with any provision of this Decree.

III. DEFINITIONS

6. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Complaint" shall mean the complaint filed by the United States in this action;

b. "Complaint in Intervention" shall mean the complaint, and amendments thereto, filed by the Plaintiff-Intervenors in this action;

c "Consent Decree" or "Decree" shall mean this Decree;

d. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

e. "Defendant" shall mean QEP Field Services Company ("QEPFS"), successor by name change to Questar Gas Management Company;

f. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

g. "Effective Date" shall have the definition provided in Section XIV.

h. "Facilities" (or, individually, "Facility") shall mean Defendant's Coyote Wash, Chapita, Island, Wonsits Valley, and River Bend compressor stations in Uintah County, Utah. Provided, however, that references to the "Facilities" in Section V (Compliance Requirements) shall not include the River Bend Facility, as that Facility shall be closed in accordance with the terms of this Consent Decree.

i. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral;

j. "Parties" shall mean the United States, Defendant, Plaintiff-Intervenors, and the Tribe (the latter of which is a party to this action and this Consent Decree to the limited extent that it was granted intervention under the Court's January 13, 2010 Order (Docket No. 142) solely for sovereign jurisdictional issues raised by the claims and defenses in this case, and also for the purpose of Paragraphs 27 and 77 hereof regarding creation by it of an entity to administer the Tribal Clean Air Trust Fund);

k. "Plaintiff-Intervenors" shall mean Frances M. Poowegup, Irene C. Cuch, Phillip Chimburas, and Ron Wopsock;

l. "Section" shall mean a portion of this Decree identified by a roman numeral;

m. "Tribe" shall mean the Ute Indian Tribe of the Uintah and Ouray Reservation; and

n. "United States" shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

7. Not later than 30 Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of $3,650,000 to the United States as a civil penalty, together with interest accruing thirty (30) days after the Effective Date, if the Civil Penalty is not timely paid at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

8. Defendant shall pay the civil penalty due by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be timely provided to Defendant, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the District of Utah. At the time of payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a

transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States v. Questar Gas Management Co., and shall reference the civil action number and DOJ case number 90-5-2-1-08432, to the United States in accordance with Section XIII of this Decree (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

9. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

A. River Bend Compressor Facility

10. Within 60 days of the effective date of this Consent Decree, QEPFS shall permanently shut-down the River Bend Compressor Facility by taking all equipment out of service and blind-flanging the inlet and outlet piping of the Facility, and withdrawing its March 2006 Part 71 permit application for the Facility.

B. Equipment Removal Requirements

11. Not later than the Effective Date of this Consent Decree, QEPFS shall remove the glycol dehydration unit reboilers from the Chapita and Coyote Wash Facilities.

12. Not later than 30 days after the Effective Date of this Consent Decree, QEPFS shall place its order for all equipment necessary to remove the TK-200 and TK-300 condensate storage tanks, as identified in QEPFS' October 2006, Title V permit application, from the Coyote Wash Facility. QEPFS shall physically remove such tanks not later than 120 days after receipt of such equipment.

13. Not later than 60 days after the Effective Date of this Consent Decree, QEPFS shall blind flange one rich burn engine from both the Island and Coyote Wash Compressor Facilities (leaving each facility with no more than one rich burn engine), so as to remove such engines from service. Not later than 90 days after the Effective Date of this Consent Decree, QEPFS shall move such engines to the adjacent yard or to another location off site.

14. Not later than 30 days after completing the requirements of Paragraphs 11 - 13 of this Consent Decree, QEPFS shall certify to EPA that it has completed such requirements and shall identify the dates each action was completed.

C. Dehydrator Requirements

15. The dehydrators located at the Wonsits Valley and Island Facilities are subject to "major source" standards under 40 C.F.R. Part 63, Subpart HH – NESHAPs for oil and natural gas facilities (hereinafter "Subpart HH"). To comply with the control device requirements of Subpart HH, Defendant shall install and operate, within 60 days of the Effective Date of this Consent Decree, flares connected to the existing dehydrators at the Wonsits Valley and Island Facilities pursuant to the requirements of 40 C.F.R. § 63.765(b)(1)(i). Pursuant to 40 C.F.R. § 63.771(d)(1)(iii), the flares shall be designed and operated in accordance with the requirements of 40 C.F.R. § 63.11(b). The initial notification requirements of 40 C.F.R. § 63.9(b)(4) shall be deemed satisfied on the Effective Date of this Consent Decree.

16. After the installation of the flares required by Paragraph 15, QEPFS shall comply with all other initial compliance determination, notification, and reporting requirements in 40 C.F.R. Part 63, Subparts A and HH within the time set forth in the regulations. For purposes of the initial compliance determination, notification, and reporting requirements of 40 C.F.R. § 63.775(d), the "compliance date" shall be the Effective Date of this Consent Decree.

17. The flares installed pursuant to Paragraph 15 shall achieve a 95% by weight or greater reduction of VOC emissions from the dehydrator process vent stream at all times except as provided in Paragraph 17(b).

a. Compliance with 40 C.F.R. § 63.11(b), and with the associated monitoring and recordkeeping required in 40 C.F.R. §§ 63.773(d)(3)(i)(C) and 63.774(b) and (e), shall be sufficient to determine compliance with this 95% VOC reduction requirement of this Paragraph.

b. During periods of time when the pilot flame at the flares is off, QEPFS shall re-light the pilot flame or route emissions from the dehydrator process vent stream to a back-up combustor as expeditiously as practicable. The back-up combustors shall achieve a 95% by weight or greater reduction of VOC emissions from the dehydrator process vent stream when in use, determined by the pilot flame on the combustor being on when in use. The time period during which the glycol dehydrator is operated without either (1) a flare with the pilot flame on or (2) the back-up combustor with its pilot flame on shall not exceed 140 hours at the Wonsits Valley Facility and 500 hours at the Island Facility. Nothing in this Paragraph shall affect QEPFS's obligation to meet applicable requirements of 40 C.F.R. Part 63.

18. Not later than 90 days after the Effective Date of this Consent Decree, QEPFS shall certify to EPA that the actions required in Paragraph 15 have been completed and the date on which they were completed.

D. Condensate Tanks

19. QEPFS shall, within 30 days of the Effective Date of this Consent Decree, connect the condensate storage tanks at the Chapita (TO-1, TO-2), Island (TO-1, TO-2) and Wonsits Valley Facilities (T-1) to an existing or new combustor at those Facilities. Within 60 Days of the Effective Date of this Consent Decree, QEPFS shall certify to EPA that the design of

the conveyance systems from these condensate storage tanks to the combustors does not, under normal operating conditions, cause or contribute to a release of volatile organic compounds from the storage tanks through thief hatches or pressure relief valves. QEPFS shall equip the combustors with thermocouples (or other heat sensing monitoring devices) to continuously monitor the presence of the pilot flame. QEPFS shall comply with the provisions of this Paragraph at the Coyote Wash Compressor Station (TK-200 and TK-300) until the tanks are removed pursuant to Paragraph 12.

20. QEPFS shall monitor and record the presence of a pilot flame with a continuous recording device, such as a chart recorder or similar device.

21. Not later than 60 days after the Effective Date of this Consent Decree, QEPFS shall certify to EPA that the actions required in Paragraph 19 have been completed and identify the dates on which they were completed.

E. RICE Requirements

22. RICE with a site rating of 500 hp or greater at the Facilities are subject to 40 C.F.R. Part 63, Subpart ZZZZ-National Emission Standards for Hazardous Air Pollutants from Stationary Reciprocating Internal Combustion Engines (hereinafter "Subpart ZZZZ"). For purposes of Subpart ZZZZ compliance, the Facilities shall become existing affected major sources under Subpart ZZZZ as of the Effective Date of this Consent Decree. The initial notification requirements of 40 C.F.R. § 63.9(b), 40 C.F.R. § 63.6645, and any other initial notifications required by ZZZZ for all existing RICE at the Facilities, shall be deemed satisfied on the Effective Date of this Consent Decree. QEPFS shall thereafter comply with all other compliance demonstration, notification, and reporting requirements of 40 C.F.R. Part 63, Subparts A and ZZZZ by the date set forth in the regulations. For purposes of the testing and

initial compliance requirements in 40 C.F.R. § 63.6610 and the compliance reporting requirements in 40 C.F.R. § 63.6650(b), the "compliance date" and "start up" date shall be the Effective Date of this Consent Decree. Performance tests must be conducted at any load condition within plus or minus 10 percent of 100 percent load unless the engine cannot achieve plus or minus 10 percent of 100 percent load at the time of the test. Under such circumstances, the engine shall be tested at maximum achievable load, and the differential pressure across the catalyst shall be monitored and shall be maintained consistent with operating limitations in Subpart ZZZZ. If the engine load is increased by 20 percent or greater averaged over a 30 day period commencing within 60 days of the last test, then the engine shall be re-tested at the newly achievable maximum load and the corresponding differential pressure established. For the purposes of this provision regarding engine load during and after performance testing, QEPFS shall monitor and record load at each engine.

23. For RICE with a site rating of 500 hp or greater operated at the Facilities, QEPFS shall comply with the requirements specified below:

a. Emissions Control

(1) Rich burn engines. QEPFS has installed and is operating a non-selective catalytic reduction (NSCR) control device and an air-fuel ratio (AFR) device on the rich-burn RICE at the Island and Coyote Wash Facilities. The rich burn RICE at Coyote Wash shall not exceed emission limits of 1.0 gram per horse power hour (g/hp-hr) for NOx and 1.0 g/hp-hr for CO. The rich burn RICE at Island shall not exceed emission limits of 8.0 g/hp-hr for NOx and 5.0 g/hp-hr for CO.

(2) Lean burn engines. QEPFS has installed and is operating an oxidation catalyst control device on each lean burn RICE. All lean burn RICE at the Coyote

Wash and Wonsits Valley Facilities shall not exceed an emission limit of 1.0 g/hp-hr for NOx and 1.0 g/hp-hr for CO, except that engine C206 (Waukesha A27; serial number C-13271/2) at the Wonsits Valley Facility shall not exceed an emission limit of 1.30 g/hp-hr for NOx. The three existing lean burn RICE at the Chapita Facility shall not exceed 2.50 g/hp-hr for NOx and 1.0 g/hp-hr for CO.

b. Emissions Controls Maintenance. Oxygen sensors shall be replaced within 2000 hours of engine run time.

c. Performance Testing for NOx and CO.

(1) Not later than 180 days after the Effective Date of the Consent Decree, QEPFS shall conduct initial performance tests for NOx and CO emissions on each RICE using the test protocol selected from the list below.

(2) QEPFS shall retest each RICE semi-annually using the test protocol selected from the list below. QEPFS shall submit to EPA the test results for NOx and CO with the semi-annual report required pursuant to Subpart ZZZZ.

(3) The test must be conducted at any load condition within plus or minus 10 percent of 100 percent load unless the engine cannot achieve plus or minus 10 percent of 100 percent load at the time of the test. Under such circumstances, the engine shall be tested at maximum achievable load, and the differential pressure across the catalyst shall be monitored and shall be maintained consistent with operating limitations in Subpart ZZZZ. If the engine load is increased by 20 percent or greater averaged over a 30 day period commencing within 60 days of the last test, then the engine shall be re-tested at the newly achievable maximum load and the corresponding differential pressure established. For the purposes of this provision regarding

engine load during and after performance testing, QEPFS shall monitor and record load at each engine.

(4) QEPFS shall select among the following test methods: 40 C.F.R. Part 60, Appendix A, Method 1 or 1A - Sampling port location and number of traverse points; 40 C.F.R. Part 60, Appendix A, Method 3, 3A or 3B - O2 concentration at inlet and outlet; 40 C.F.R. Part 60, Appendix A, Method 4 - Moisture Content; 40 C.F.R. Part 60, Appendix A, Method 7E – Determination of nitrogen oxides emissions; 40 C.F.R. Part 60, Appendix A, Method 10 – Determination of carbon monoxide emissions.

F. 40 C.F.R. Part 71 (Clean Air Act Title V) Operating Permit Requirements

24. The Coyote Wash, Chapita, Island, and Wonsits Valley Facilities are each subject to the requirements of 40 C.F.R. Part 71. Not later than 180 days after the Effective Date of this Consent Decree, QEPFS shall submit updated Part 71 permit applications for the Wonsits Valley, Coyote Wash, Chapita, and Island Compressor Facilities that reflect current operations. Not later than 60 days after receipt of the Part 71 permit applications, EPA shall notify QEPFS whether the Part 71 permit applications are complete. EPA shall not unreasonably delay its determination that the applications are complete. EPA agrees to propose as Part 71 permit conditions, the specific emission limits, operating parameters, monitoring requirements, and recordkeeping requirements set forth in Paragraphs 15, 16, 17, 19, 20, 22, and 23 in the Part 71 permits that it proposes for public comment. QEPFS may contest any permit conditions inconsistent with this Consent Decree in the proposed Part 71 permits in accordance with the provisions of 40 C.F.R. Part 71.11. The requirements under Paragraphs 15, 16, 17, 19, 20, 22, and 23 are deemed "applicable requirements" under Part 71 and Title V of the Clean Air Act. EPA shall propose for public comment draft Part 71 permits for two of the Facilities within 90

days after each application is deemed complete; EPA shall propose for public comment draft Part 71 permits for the remaining two Facilities within 180 days after each application is deemed complete. The United States agrees that the provisions of Paragraphs 15, 16, 17, 19, 20, 22, and 23 of this Consent Decree include adequate monitoring to assure that the Facilities meet the limits, standards, and requirements set forth in this Decree.

G. Limits on Emissions

25. The emission limits and control requirements set forth in Paragraphs 15, 16, 17, 22, and 23 of this Consent Decree are "federally enforceable" and "legally enforceable" for purposes of calculating the potential to emit of hazardous air pollutants, VOCs, NOx, and CO emissions at the Coyote Wash, Chapita, Wonsits Valley, and Island Facilities under the Clean Air Act and any implementing regulations, including PSD/NSR applicability. In addition, the monitoring, reporting, and recordkeeping requirements provided for in this Consent Decree ensure that the emission limits and control requirements are enforceable as a practical matter, which is sometimes referred to as "practicably enforceable."

VI. ADDITIONAL INJUNCTIVE RELIEF/TRIBAL CLEAN AIR MITIGATION PROJECT

26. Not later than 180 days after the Effective Date of this Consent Decree, QEPFS shall convert all natural gas powered pneumatic instrument control systems at the Facilities to compressed instrument air systems. Not later than 30 days after completing this project, QEPFS shall submit a report to EPA with a description of the work completed.

27. Not later than 60 Days after the Effective Date of this Consent Decree, Plaintiff-Intervenors shall form a non-profit corporation (referred to herein as the "Tribal Clean Air Trust Fund") in accordance with applicable Utah or tribal law and this Paragraph of the Decree, including the filing of bylaws and articles of incorporation, to fund beneficial environmental

projects on the Uintah and Ouray Reservation of Northern Utah, including projects to reduce emissions of air pollution on the Reservation, mitigate the impacts of air pollution on tribal members, screen for air pollution related health impacts among tribal members, or educate tribal members about the deleterious impacts of air pollution on public health and the environment. Creation of the Tribal Clean Air Trust Fund under tribal law is contingent on the creation of a non-profit corporation for the purposes set forth in this Consent Decree, including the provisions in this Paragraph concerning the uses of and limitations on assets of the Tribal Clean Air Trust Fund, that was subject to timely review and consent of the Parties prior to its creation.

a. The assets of the Tribal Clean Air Trust Fund shall not be commingled with property of the Ute Indian Tribe of the Uintah and Ouray Reservation, and grants from the Tribal Clean Air Trust Fund shall not be made to or for the benefit of any Party to this action. Assets of the Tribal Clean Air Trust Fund shall not be used to enforce this Consent Decree directly or indirectly or to pursue any claim, action, demand, or proceeding against QEPFS or its employees, affiliates, successors, or assigns, including but not limited to claims under the Clean Air Act, and the bylaws and/or articles of incorporation of the Tribal Charitable Trust Fund shall expressly state this limitation on the use of its assets.

b. In satisfaction of the claims of Plaintiff-Intervenors, not later than 90 Days after the Effective Date of this Consent Decree, or such later date as provided in Paragraph 27.c, below, Defendant shall pay $350,000 to the Tribal Clean Air Trust Fund, payable in accordance with written instructions that shall be provided to Defendant by the Tribal Clean Air Trust Fund.

c. In the event bylaws and articles of incorporation governing the administration of the Tribal Clean Air Trust Fund as required in Paragraph 27, above, have not been timely filed with the State of Utah or pursuant to tribal law, or if the Tribal Clean Air Trust

Fund has not provided payment instructions as required in Paragraph 27.b, Defendant shall not make the payment required in Paragraph 27.b. In that event Defendant shall make the payment required within 30 Days of receiving the bylaws, articles of incorporation, and payment instructions; except that if the Plaintiff-Intervenors (or the Board of Directors of the Tribal Clean Air Trust Fund) do not establish and provide the bylaws or articles of incorporation within 120 Days of the Effective Date of this Consent Decree, QEPFS's obligation to make the payment required in Paragraph 27.b shall terminate.

d. Plaintiff-Intervenors' right to enforce QEPFS's obligations under this Consent Decree, whether through dispute resolution, an action in court, or any other means shall be limited to a claim or dispute with respect to QEPFS's obligation to make the payment required under this Paragraph 27.

VII. REPORTING REQUIREMENTS

28. On the date QEPFS submits its annual or other periodic reports pursuant to 40 C.F.R. Subparts HH or ZZZZ or, if no such reports are submitted during a calendar year, not later than January 31 of the succeeding calendar year, Defendant shall submit a report for the preceding year that shall include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall thereafter investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the

following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX of this Consent Decree (Force Majeure).

29. Whenever any violation of this Consent Decree, or any other event affecting Defendant's performance under this Decree poses an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

30. All reports shall be submitted to the EPA official designated in Section XIII of this Consent Decree (Notices).

31. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

> I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

32. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

33. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VIII. STIPULATED PENALTIES

34. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure) or Section X (Dispute Resolution). Only as specified below, a violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

35. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Defendant shall pay a stipulated penalty of $1000 per Day for each Day that the payment is late.

36. Stipulated Penalty Amounts:

a. Dehydrators

	Violation	Stipulated Penalty
1.	For failure to install and operate flares and combustors as specified in Paragraph 15 and 17.	For each unit: $1,000 per day for the first 30 days of noncompliance, $1,500 per day from the 31st to 60th day of noncompliance, and $2,000 per day thereafter.

b. Condensate Tanks

	Violation	Stipulated Penalty
1.	For failure to comply with the obligations specified in Paragraph 19.	For each unit: $1,000 per day for the first 30 days of noncompliance, $1,500 per day from the 31st to 60th day of noncompliance, and $2,000 per day thereafter.
2.	For failure to remove condensate tanks as specified in Paragraph 12.	For each unit: $1,000 per day for the first 30 days of noncompliance, $1,500 per day from the 31st to 60th day of noncompliance, and $2,000 per day thereafter.

c. Compressor Engines

	Violation	Stipulated Penalty
1.	For failure to blind flange engines as specified in Paragraph 13.	For each unit: $1,000 per day for the first 30 days of noncompliance, $1,500 per day from the 31st to 60th day of noncompliance, and $2,000 per day thereafter.
2.	For failure remove engines as specified in Paragraph 13.	For each unit: $500 per day for the first 30 days of noncompliance, $1,000 per day from the 31st to 60th day of noncompliance, and $1,500 per day thereafter.
3.	For failure to conduct tests on the RICE emission controls as required by Paragraph 23(c).	For each unit: $500 per day for the first 30 days of noncompliance, $1,000 per day from the 31st to 60th day of noncompliance, and $1,500 per day thereafter.
4.	For failure to meet the emissions limits in Paragraph 23(a).	For each unit: $500 per day for the first 30 days of noncompliance, $1,000 per day from the 31st to 60th day of noncompliance, and $1,500 per day thereafter.
5.	For failure to meet the requirements of Paragraph 23(b).	For each unit: $500 per day for the first 30 days of noncompliance, $1,000 per day from the 31st to 60th day of noncompliance, and $1,500 per day thereafter.

d. Pneumatic Controllers

	Violation	Stipulated Penalty
1.	For failure to convert natural gas powered pneumatic instrument control systems to compressed instrument air systems as specified in Paragraph 26.	For each unit: $200 per day for the first 30 days of noncompliance, $500 per day from the 31st to 60th day of noncompliance, and $1,000 per day thereafter.

e. General Recordkeeping/Reporting Requirements

	Violation	Stipulated Penalty
1.	For failure to maintain records or submit reports as required by Paragraphs 14, 17, 18, 20, 21, 22, 23(c)(3), and 28.	For each violation: $200 per day for the first 30 days of noncompliance, $500 per day from the 31st to 60th day of noncompliance, and $1,000 per day thereafter.

37. Except as provided in Paragraph 40 and its subparts below, stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

38. QEPFS shall pay stipulated penalties upon written demand by the United States no later than sixty (60) days after QEPFS receives such demand. A demand for the payment of stipulated penalties shall identify the particular violation(s) to which the stipulated penalty relates, the stipulated penalty amount that the United States is demanding for each violation (as best can be estimated), the calculation method underlying the demand, and the grounds upon which the demand is based.

39. The United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

40. Stipulated penalties shall not accrue and need not be paid during any Dispute Resolution, as provided below:

a. In the event of a dispute over stipulated penalties, stipulated penalties will not accrue commencing upon the date that QEPFS notifies the United States of a dispute in accordance with Paragraph 55 if QEPFS has placed the disputed amount demanded in a commercial escrow account with interest.

b. If the dispute is resolved by agreement or by a decision of the United States that is not appealed to the Court, Defendant shall pay the escrowed amount of penalties or other amount determined to be owing, together with interest, to the United States within 30 Days of the Effective Date of the agreement or the receipt of EPA's decision or order.

c. If the dispute is appealed to the Court and thereafter is resolved in QEPFS' favor, the escrowed amount plus accrued interest will be returned to QEPFS; otherwise, EPA will be entitled to the amount that was determined to be due by the Court, plus the interest that has accrued in the escrow account on such amount.

41. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 8 unless the United States provides alternate payment instructions, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

42. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

43. Subject to the provisions of Section XII of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Air Act, 43 U.S.C. § 7401, *et seq*., or its implementing regulations, Plaintiff may seek stipulated penalties or statutory penalties for the violation, but not both.

IX. FORCE MAJEURE

44. If any event occurs or fails to occur which causes a delay or impediment to performance in complying with any provision of this Consent Decree that QEPFS believes to be a force majeure, QEPFS shall notify the EPA official specified in Section XIII (Notice) of its force majeure claim in writing as soon as practicable, but in any event within twenty (20) business days of the date when QEPFS first knew of the event or should have known of the event by the exercise of due diligence. In this notice, QEPFS shall specifically reference this Paragraph and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken by QEPFS to prevent or minimize the delay and the schedule by which those measures will be implemented. QEPFS shall take all reasonable steps to avoid or minimize such delays. The notice required by this part will be effective upon the mailing of the same by overnight mail or by certified mail, return receipt requested, to EPA as specified in Section XIII (Notices).

45. Failure by QEPFS to substantially comply with the notice requirements of Paragraph 44 shall render this Section IX (Force Majeure) voidable by the United States as to the

specific event for which QEPFS has failed to comply with such notice requirement, and, if voided, is of no effect as to the particular event involved.

46. The United States shall notify QEPFS in writing regarding its claim of a delay or impediment to performance within forty-five (45) days of receipt of the force majeure notice provided under Paragraph 44.

47. If the United States agrees that the delay or impediment to performance has been or shall be caused by circumstances beyond the control of QEPFS including any entity controlled by QEPFS and that QEPFS could not have prevented the delay by the exercise of due diligence, the United States and QEPFS shall stipulate in writing to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances. Such stipulation shall be treated as a non-material change to the Consent Decree pursuant to Paragraph 77, and therefore shall not need to be approved by the Court. QEPFS will not be liable for stipulated penalties for the period of any such delay.

48. If the United States does not accept QEPFS's claim of a delay or impediment to performance, QEPFS must submit the matter to the Court for resolution to avoid payment of stipulated penalties, by filing a petition for determination with the Court by no later than 60 Days after receipt of the notice in Paragraph 46. Once QEPFS has submitted this matter to the Court, the United States shall have 60 Days to file its response to the petition. If the Court determines that the delay or impediment to performance has been or shall be caused by circumstances beyond the control of QEPFS including any entity controlled by QEPFS and that the delay could not have been prevented by QEPFS by the exercise of due diligence, QEPFS shall be excused as to that event(s) and delay (including stipulated penalties), for a period of time equivalent to the delay caused by such circumstances.

49. QEPFS shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was caused by or will be caused by circumstances beyond its/their control, including any entity controlled by it, and that it could not have prevented the delay by the exercise of due diligence. QEPFS shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but will not necessarily, result in an extension of a subsequent compliance date or dates.

50. Unanticipated or increased costs or expenses associated with the performance of QEPFS's obligations under this Consent Decree shall not constitute circumstances beyond its control or serve as the basis for an extension of time under this Section IX.

51. Notwithstanding any other provision of this Consent Decree, the Parties do not intend that QEPFS's serving of a force majeure notice or the Parties' inability to reach agreement shall cause this Court to draw any inferences nor establish any presumptions adverse to any Party.

52. As part of the resolution of any matter submitted to this Court under this Section IX, the United States and QEPFS by agreement, or the Court, by order, may in appropriate circumstances extend or modify the schedule for completion of work under the Consent Decree to account for the delay in the work that occurred as a result of any delay or impediment to performance agreed to by the United States or approved by this Court. QEPFS shall be liable for stipulated penalties for their failure thereafter to complete the work in accordance with the extended or modified schedule.

X. DISPUTE RESOLUTION

53. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of the Consent Decree and for the purpose of adjudicating all disputes that may arise under the provisions of the Consent Decree, until the Consent Decree terminates in accordance with Section XVII of this Consent Decree (Termination).

54. The dispute resolution procedure set forth in this Section X will be available to resolve any and all disputes arising under this Consent Decree, provided that the Party making such application has made a good faith attempt to resolve the matter with the other Parties.

55. The dispute resolution procedure required herein will be invoked upon the giving of written notice by one of the Parties to this Consent Decree to another advising the other appropriate Party(ies) of a dispute pursuant to this Section X. The notice will describe the nature of the dispute, and will state the noticing Party's position with regard to such dispute. The Party or Parties receiving such notice will acknowledge receipt of the notice and the Parties will expeditiously schedule a meeting to discuss the dispute informally.

56. Disputes submitted to dispute resolution will, in the first instance, be the subject of informal negotiations between the Parties. Such period of informal negotiations will not extend beyond 90 Days from the date of the first meeting between representatives of the Parties, unless the Parties agree in writing that this period should be extended. Failure by the Parties to extend the informal negotiation period in writing will not terminate the informal negotiation period provided that the Parties are continuing to negotiate in good faith. Informal negotiations may include the exchange of written summaries of the Parties' positions.

57. In the event that the Parties are unable to reach agreement during such informal negotiation period as provided in Paragraph 56, the United States shall provide QEPFS, within 90 Days after the end of the informal negotiation period, with a written summary of its position regarding the dispute. QEPFS shall have 30 Days to respond in writing. The position advanced by the United States shall be considered binding unless, within 45 Days of QEPFS's receipt of the written summary of the United States' position, QEPFS files with the Court a petition which describes the nature of the dispute. The United States shall respond to the petition within 45 Days of filing. In resolving the dispute between the Parties, the position of the United States shall be upheld unless QEPFS demonstrates by a preponderance of the evidence in the administrative record that the United States' position was incorrect.

58. Where the nature of the dispute is such that a more timely resolution of the issue is required, a Party may seek shorter time periods than those set forth in this Section X.

59. The Parties do not intend that the invocation of this Section X by a Party shall cause the Court to draw any inferences or establish any presumptions adverse to either Party.

60. As part of the resolution of any dispute submitted to dispute resolution, the Parties, by agreement, or this Court, by order, may, in appropriate circumstances, extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of dispute resolution. QEPFS shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule

XI. INFORMATION COLLECTION AND RETENTION

61. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any Facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs, video, and similar data; and

e. assess Defendant's compliance with this Consent Decree.

62. Upon request, Defendant shall provide EPA or its authorized representatives splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA.

63. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United

States, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

64. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Defendant shall deliver any such documents, records, or other information to EPA. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Defendant. However, no documents, records, or other information required under this Consent Decree shall be withheld on grounds of privilege.

65. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

66. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any rights, duties, or obligations of Defendant

regarding entry and inspection or to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

67. This Consent Decree resolves:

a. The civil and administrative claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging and all civil and administrative liability of Defendant for violations at the Facilities through the date of lodging of the following statutory or regulatory provisions: (a) PSD requirements at Part C of Subchapter I of the Act, 42 U.S.C. § 7475, and the regulations promulgated thereunder at 40 C.F.R. § 52.21, insofar as they result from initial construction or modification of the Facilities that resulted in a significant net increase of NOx, VOC and/or CO, and commenced and ceased before the Date of Lodging of the Consent Decree; (b) National Emissions Standards for Hazardous Air Pollutants, 40 C.F.R. Part 63, Subparts A, HH, and ZZZZ; (c) Title V of the Clean Air Act, 42 U.S.C. § 7661; and (d) Section 114 of the Clean Air Act, 42 U.S.C. § 7414.

b. The civil claims of Plaintiff-Intervenors for the violations alleged in the Complaint in Intervention filed in this action through the date of lodging and all civil liability of Defendant to Plaintiff-Intervenors for violations at the Facilities through the date of lodging of the following statutory or regulatory provisions: (a) PSD requirements at Part C of Subchapter I of the Act, 42 U.S.C. § 7475, and the regulations promulgated thereunder at 40 C.F.R. § 52.21, insofar as they result from initial construction or modification of the Facilities that resulted in a significant net increase of NOx, VOC and/or CO, and commenced and ceased before the Date of Lodging of the Consent Decree; (b) National Emissions Standards for Hazardous Air Pollutants,

40 C.F.R. Part 63, Subparts A, HH, and ZZZZ; (c) Title V of the Clean Air Act, 42 U.S.C. § 7661; and (d) Section 114 of the Clean Air Act, 42 U.S.C. § 7414.

c. All claims of the Tribe arising out of the limited grant of intervention under the Court's January 13, 2010 Order (Docket No. 142).

68. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 67, above. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 67. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facilities.

69. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facilities or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 67 of this Section.

70. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations,

and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 42 U.S.C. § 7401, *et seq.*, or with any other provisions of federal, State, or local laws, regulations, or permits. Provided, however, that no provision of this Consent Decree requires QEPFS to apply for or obtain a permit under the Federal Minor Source Review Program in Indian Country, 40 C.F.R. §§ 49.151-161; any such requirement shall be governed solely by 40 C.F.R. §§ 49.151-161.

71. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XIII. NOTICES

72. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

Notification to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-08432

and

Director, Air & Toxics Technical Enforcement Program
Office of Enforcement, Compliance and Environmental Justice
U.S. Environmental Protection Agency; Region 8
1595 Wynkoop Street
Denver, CO 80202

Notification to EPA:

Director, Air & Toxics Technical Enforcement Program
Office of Enforcement, Compliance and Environmental Justice
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80202

Notification to Defendant:

Perry H. Richards
Senior Vice-President, QEP Resources Inc.
1050 17th Street; Suite 500
Denver, CO 80265

Notification to the Plaintiff-Intervenors:

Secretary, Business Committee
Ute Indian Tribe of the Uintah and Ouray Reservation
PO Box 190
Fort Duchesne, UT 84026

Plaintiff-Intervenors agree that notice to the Secretary of the Business Committee of the Ute Indian Tribe of the Uintah and Ouray Reservation shall constitute notice to each Plaintiff-Intervenor.

73. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

74. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

75. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XV. RETENTION OF JURISDICTION

76. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X and XVI, or effectuating or enforcing compliance with the terms of this Decree. The Plaintiff-Intervenors and the Tribe, by virtue of their participation in this litigation and this Consent Decree, have expressly and unequivocally waived sovereign immunity from suit in the federal district court of Utah for the limited purpose of effectuating and enforcing this Consent Decree, including Paragraph 27. The Plaintiff-Intervenors and the Tribe agree that the entity created pursuant to Paragraph 27 (the Tribal Clean Air Trust Fund) shall be considered and deemed an arm of the Tribe and as such also has waived any and all sovereign immunity from suit in the federal district court of Utah for the limited purpose of effectuating and enforcing this Consent Decree, including Paragraph 27.

XVI. MODIFICATION

77. This Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation, or understanding. With the exception of Paragraph 27, which may be modified only by the written agreement of all the Parties, the other terms of this Consent Decree may be modified by a subsequent written agreement signed only by the United States and QEPFS. The United States may consult with the Ute Indian Tribe of the Uintah and Ouray Reservation regarding any modification to this

Consent Decree. Where a modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

78. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 57, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

79. If QEPFS has completed the requirements of Section V (Compliance Requirements) of this Decree, has thereafter maintained substantial compliance with this Consent Decree for a period of 18 months and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Notice of Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation. The Notice of Termination shall not include Paragraphs 17, 19, 20, and 23, which shall survive this Consent Decree.

80. Unless the Plaintiff objects in writing with specific reasons within sixty (60) days of receipt of the certification, the Court shall order that this Consent Decree be terminated on QEPFS's motion. If the Plaintiff objects to QEPFS's certification, then the matter shall be submitted to the Court for resolution under Section X (Dispute Resolution) of this Consent Decree.

81. Termination of this Consent Decree will end the Parties' obligations under this Decree, including obligations under Section V (Compliance Requirements) and Section VIII (Stipulated Penalties), with the exception of the obligations referenced in Paragraphs 17, 19, 20,

and 23, which shall expressly survive termination of this Decree. The obligations referenced in Paragraphs 17, 19, 20, and 23 shall continue for each Facility until such time as QEPFS ceases operation of the Facility; obtains a federal minor source preconstruction permits for the Facility that include emissions limits for the units and pollutants covered in Paragraphs 17, 19, 20, and 23; obtains a PSD permit for the Facility that include emissions limits for the units and pollutants covered in Paragraphs 17, 19, 20, and 23; or some combination thereof for each Facility.

82. Upon Termination of this Consent Decree pursuant to Paragraph 80, if Title V permits have been issued containing the applicable requirements contained in Paragraphs 17, 19, 20, and 23, Plaintiff shall enforce such applicable requirements through the Title V permits and the Act.

83. Upon Termination of this Consent Decree pursuant to Paragraph 80, if Title V permits have not been issued or have been issued and expired:

a. For violations of "applicable requirements" contained in Section V other than Paragraphs 17, 19, 20, and 23, Plaintiff shall enforce such "applicable requirements" through Section 113 of the CAA, and not through this Consent Decree.

b. For violations of "applicable requirements" contained in Paragraphs 17, 19, 20, and 23, Plaintiff shall enforce such "applicable requirements" through this Consent Decree pursuant to motion to the Court.

XVIII. COSTS

84. The Parties shall bear their own costs in this action, including attorneys' fees.

XIX. PUBLIC PARTICIPATION

85. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States

reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

86. Each undersigned representative of Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

87. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Each Party agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXI. INTEGRATION

88. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supercedes all prior agreements and understandings, whether oral or written. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

89. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the Tribe, Plaintiff-Intervenors, and Defendant.

Dated and entered this 3rd day of July, 2012.

TED STEWART
United States District Judge

FOR PLAINTIFF UNITED STATES OF AMERICA:

Date: 5/13/12

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division

Date: 5/15/12

Jeren L. Ellington
James D. Freeman
Mark C. Elmer
Maya S. Abela
Attorneys
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
South Terrace, Suite 370
999 18th Street
Denver, CO 80202

FOR PLAINTIFF UNITED STATES OF AMERICA (continued):

DAVID B. BARLOW
United States Attorney
District of Utah

Date: May 15, 2012

Daniel D. Price

DANIEL D. PRICE
Assistant United States Attorney
District of Utah
185 South State Street, Suite 300
Salt Lake City, UT 84111

FOR PLAINTIFF UNITED STATES OF AMERICA (continued):

Date: MAY 14 2012

ANDREW M. GAYDOSH
Assistant Regional Administrator
Office of Enforcement, Compliance and
Environmental Justice
U.S. Environmental Protection Agency
1595 Wynkoop Street
Denver, CO 80202

FOR PLAINTIFF UNITED STATES OF AMERICA (continued):

Date: 5/11/12

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

FOR PLAINTIFFS-INTERVENORS FRANCES M. POOWEGUP, IRENE C. CUCH, PHILLIP CHIMBURAS AND RON WOPSOCK:

Date: 5/15/12

Frances M. Poowegup

Date: 05/15/12

Irene C. Cuch

Date: 5/15/12

Phillip Chimburas

Date: 05/15/12

Ron Wopsock

FOR QEP FIELD SERVICES CO., f/k/a QUESTAR GAS MANAGEMENT CO.:

Date: May 15, 2012

CHARLES B. STANLEY
President and Chief Executive Officer
QEP Field Services Co.
1050 17th Street; Suite 500
Denver, CO 80265

FOR THE UTE INDIAN TRIBE OF THE UINTAH AND OURAY RESERVATION

Date: 05/15/12

IRENE C. CUCH
Chairwoman,
Ute Indian Tribe of the Uintah and Ouray
Reservation