

Southeast Idaho Phosphate Mining NRDAR Funding and Participation Agreement

This Funding and Participation Agreement ("Agreement") is entered into between Nu-West Industries, Inc., P4 Production, L.L.C., Simplot and Solvay USA Inc. (individually, "Company" collectively, "the Companies"); and the Shoshone-Bannock Tribes ("Tribes"), the State of Idaho represented by the Department of Environmental Quality and the Department of Fish and Game ("State"), the United States Forest Service for the United States Department of Agriculture ("USDA"), and the Fish and Wildlife Service for the United States Department of the Interior ("DOI") (collectively, the "Natural Resource Trustees" or "Trustees"). The Trustees and the Companies may hereinafter be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS:

In 2015, the Trustees formed the Southeast Idaho Phosphate Mining Natural Resource Damage Assessment and Restoration Trustee Council ("Trustee Council"). The primary purpose of the Trustee Council is to assess injury to natural resources in and around the Southeast Idaho phosphate mining site ("the Site") pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"), the Clean Water Act, 33 U.S.C. §1252, *et seq.* ("CWA"), the National Contingency Plan, 40 C.F.R. Part 300 ("NCP"), the Oil Pollution Act of 1990, 33 U.S.C. § 2701, *et seq.* ("OPA"), as well as other applicable federal, state, and tribal laws;

In 2015, the Trustees completed a Preliminary Assessment Screen ("PAS") in accordance with 43 C.F.R. Part 11. The Trustees determined that the five prerequisite criteria specified in 43 C.F.R. § 11.23 for proceeding with a natural resource damage assessment at the Site were met;

On October 8, 2015, the Trustees issued a Determination and Notice of Intent to Perform a Natural Resource Damage Assessment ("NRDA") for the Site ("NOI");

On February 10 and December 8, 2016, the Parties met to discuss the potential for a cooperative assessment process;

The Parties have agreed to engage in a cooperative process to assess potential injuries to natural resources resulting from the releases of hazardous substances at the Site; and

The purpose of this Agreement is to memorialize the Parties' desire for a cooperative assessment process, and to establish a mechanism for the Companies to participate in, and provide the terms upon which the Companies would be willing to incrementally fund, a cooperative NRDA. The initial phase of work under this Agreement will be the cooperative development of an Injury Assessment Plan ("IAP") and assembling of a Consensus Database. It is contemplated that this Agreement will also govern additional phases of work should the

Parties agree in writing on a Statement of Work for any additional phases of work. The Parties' commitments and understandings are further defined below.

1. DEFINITIONS

1.1 Site – For purposes of this Agreement "Site" means the geographic areas including mining operations and ore processing facilities located in the Blackfoot River, Salt River, and Bear River watersheds and wherever hazardous substances from these facilities have come to be located. The Parties may agree to narrow the focus of the NRDA to a relevant portion or portions of the Site.

1.2. Effective Date – For purposes of this Agreement "Effective Date" means the date on which all Parties have executed this Agreement.

2. COOPERATIVE ASSESSMENT PROCESS

2.1 This Agreement provides the structure under which the Parties would conduct a cooperative NRDA, and undertake, if subsequently agreed to by the Parties, restoration, rehabilitation, replacement, or acquisition of the equivalent of injured or lost natural resources and their services.

2.2 All Parties agree to participate in good faith in conducting the NRDA and other Statement of Work defined activities covered by this Agreement.

2.3 Statements of Work. An initial Statement of Work for the development of an IAP and a Consensus Database is attached to this Agreement as Appendix A1. Additional Statements of Work may be added by agreement of the Parties.

2.4 A list of the Parties' representatives and contacts is provided in Appendix B. Each Party will provide timely updates to the list of representatives and contacts.

The Trustees will meet regularly with the Companies to discuss the status and progress of the work under this Agreement. The Trustees will meaningfully involve the Companies in the NRDA, including giving due consideration to Company input and comments. The Parties will strive to achieve consensus decision-making and engage in good faith with regard to the NRDA.

2.5 The Parties may establish technical working groups or subcommittees as necessary to implement this Agreement.

2.6 The Parties agree to incorporate existing data into the IAP and other NRDA activities to

the greatest extent possible and appropriate. In addition, as part of the IAP development process and implementation of other NRDA phases, the Parties agree to discuss existing data to determine potential data gaps, if any.

2.7 While the Trustees intend to coordinate with the Companies concerning those actions identified under the Statement of Work, the Trustees make the final decisions regarding the NRDA activities for the Site.

3. COORDINATION AMONG THE PARTIES

3.1 Information Sharing – All data, analyses, and modeling results produced, collected, or developed by the Parties under this Agreement, including drafts, shall be fully and freely shared among the Parties as soon as reasonably practicable after they are produced, collected, or developed; provided that internal working documents and analyses, as well as data, writings, and modeling results that are protected by attorney-client or other applicable privilege shall not be subject to this requirement.

However, nothing in this Agreement shall be construed as preventing USDA and DOI from complying with the rules and regulations for implementing the federal Freedom of Information Act or the State from complying with the Idaho Public Records Act and its implementing regulations.

3.2 Outreach – The Trustees are required and encouraged by law to give public notice and to solicit public review and comment during certain phases of the NRDA. The Companies shall provide reasonable and necessary information and assistance to the Trustees related to the Trustees' NRDA outreach. The Trustees and the Companies each reserve the right to provide information about releases at or from the Site and the NRDA process to the public. A Party shall provide written notice to the other Parties prior to disseminating to the public any documents developed under this Agreement.

3.3 Dispute Resolution – Any and all disputes arising from or related to this Agreement will be addressed only by: (a) an informal discussion among the Parties; and if that does not resolve the dispute, then (b) a written exchange of letters by the Parties. The Parties agree that the only relief or remedy that may be granted for any dispute arising from or related to this Agreement is withdrawal from the Agreement.

3.4 Confidentiality – The Parties agree that oral communications between the Trustees and Companies leading up to and pursuant to this Agreement shall be treated by the Parties as "Settlement Confidential" and shall be deemed in furtherance of settlement negotiations pursuant to Federal Rule of Evidence 408. Furthermore, any written communication which is marked "Settlement Confidential" by the Party(ies) generating such written communication shall be treated by the Parties as confidential and shall be deemed in furtherance of settlement

negotiations pursuant to Federal Rule of Evidence 408. No Party shall publicly disclose or discuss any "Settlement Confidential" statements, materials or positions of another Party unless agreed to in writing by such other Party. Notwithstanding the previous statements, the Parties understand that certain documents marked "Settlement Confidential" shall be disclosed to the public if such disclosure is required under federal and/or state freedom of information laws, by a judge or a court, or pursuant to a formal determination by a federal or state agency under its rules, regulations, and requirements implementing such freedom of information laws.

4. FUNDING

4.1 Cooperative Assessment Costs – The Companies agree to make an initial payment to the Trustees of \$327,790.01 within thirty (30) days after the Effective Date of this Agreement. This amount represents an advance payment of the anticipated cost for the Trustees to participate in the development of the IAP and accompanying Consensus Database, consistent with the Appendix A1 Statement of Work, and is based on the Trustees' estimate to conduct such work. Payment shall be made to the Department of the Interior Resource Damage Assessment Restoration Fund ("DOI NRDAR Fund"). DOI NRDAR Fund payment instructions are attached hereto as Appendix C.

4.2 Future Assessment Costs – The initial Statement of Work covers the work necessary for the development of the IAP and Consensus Database. This agreement may be supplemented to cover additional work associated with NRDA for the Site by written agreement of the Parties. If the Parties agree to cooperatively prepare additional documents as part of NRDA for the Site, or cooperatively conduct work beyond the scope of any agreed upon Statement of Work, the Trustees shall provide the Companies a separate Statement of Work along with the Trustees' estimate of their costs to conduct the additional work, before proceeding with such work. The Companies have no obligation to fund such additional work under this Agreement unless the Companies agree in writing to the new Statement of Work and the corresponding estimate of costs. Upon written agreement to fund such work, the new Statement of Work shall be incorporated by reference herein.

4.3 Nature of Funds – All funds received pursuant to this Agreement are considered joint funds held for the use of the Trustees who are party to this Agreement. Those funds can only be expended pursuant to the terms of this Agreement and at the consent of the Trustees Council. Should any Trustee withdraw from this Agreement or the Trustee Council, the withdrawing Trustee shall return all unexpended funds received pursuant to this Agreement to the DOI NRDAR Fund within sixty (60) days of withdrawal. The withdrawing Trustee shall also provide an accounting of its expenditures under this Agreement to the Trustee Council within sixty (60) days of withdrawal. The returned funds shall be used to fund activities authorized by the Statement of Work pursuant to which the funds were collected.

4.4 Unexpended Funds – If any portion of the funds provided under this Agreement have not been expended under this Agreement after the conclusion of the work specified in the Statements of Work pursuant to which the funds were collected, or termination of this Agreement, whichever is sooner, the Trustees will promptly return the balance of the funds to the Companies, so long as such action is permitted by applicable law. If a Trustee should be barred by law from returning some portion of the remaining amount, that amount shall be credited against the Companies' potential remaining natural resource damages liability.

4.5 Additional Costs – The Trustees shall monitor progress of work included within each Statement of Work on an ongoing basis in an effort to determine as early as possible during implementation of that work, whether the funds provided pursuant to that Statement of Work will be sufficient to complete the work as agreed upon. If, prior to completion of the tasks under the Statement of Work, the Trustees determine that the funds remaining are likely to be insufficient to complete the Statement of Work as agreed upon, the Trustees will so inform the Companies prior to incurring costs in excess of the remaining funds. The Trustees shall provide the Companies with a summary of costs already incurred under the Statement of Work, and an estimate of additional funds reasonably necessary to complete the work.

Within twenty-one (21) calendar days of receiving a notice of insufficient remaining funds from the Trustees, the Companies shall respond in writing either agreeing or declining to provide additional funding necessary to complete the agreed-upon Statement of Work. During this twenty-one-day (21) period, the Companies may consult with the Trustees regarding the estimate of additional funds needed. If the Companies provide to the Trustees timely written notice of their agreement to pay the additional agreed-upon amount, the Trustees shall continue to work with the Companies on the implementation of the Statement of Work, and the Companies shall pay the agreed-upon additional amount within twenty-one (21) calendar days of their agreement to do so pursuant to the instructions referred to in Paragraph 5.1 and attached hereto as Appendix C. The Parties may agree to extend any 21-day period without amending this Agreement.

The Trustees reserve their right to seek recovery of any unreimbursed assessment costs. The Companies reserve their right to contest and defend any such attempt to seek recovery by the Trustees

4.6 Cost Accounting – The Trustees will provide the Companies with bi-annual cost summaries of their expenses incurred under this Agreement within the sixty (60) days following the end of the previous six-month accounting period. Due to differences among Trustee accounting procedures, the form of the accounting may differ among Trustees.

4.7 Expenditures of Funds – Nothing in this Agreement shall be construed as obligating the Trustees or their officers, agents or employees to expend any funds in excess of appropriations authorized by law.

5. MISCELLANEOUS PROVISIONS

5.1 Effect – This Agreement does not release the Companies from any potential liability, except that Companies' payments under this Agreement provide satisfaction of such costs. The existence of this Agreement and the Companies' commitments to fund and participate in NRDA activities under this Agreement shall in no way be construed as an admission of the Companies' liability or responsibility for natural resource damages and is not an admission of or consent to Tribal jurisdiction with respect to the Site.

5.2 Reservation of Rights – It is recognized that each Party to this Agreement reserves all of its rights, powers and remedies under law. It is recognized that nothing in this Agreement, or in the course of cooperation under this Agreement is intended, nor shall be construed, as a waiver by any Party of any rights, defenses, privileges or affirmative claims in any proceeding related to natural resource damages liability or responsibility, or other liability alleged to arise from the release of hazardous substances at the Site. Each Company reserves all rights to challenge any aspect of the NRDA. A Company's funding under this Agreement shall not be construed as an agreement or admission by that Company that potential natural resource injuries identified pursuant to the NRDA are within the scope of the NRDA for the Site. It is further recognized that nothing in this Agreement is, nor shall be construed to be, a waiver of the sovereign immunity by any of the Trustees. Nothing in this Agreement is intended, nor shall be interpreted, to limit the scope of the NRDA appropriate for the Site or to otherwise restrict or abrogate the authority or discretion of the Trustees to determine the scope of the NRDA.

5.3 Modification – Any modification of this Agreement or its Appendices must be in writing and shall be effective upon execution by all of the Parties.

5.4 Termination and Withdrawal – This is a voluntary agreement and nothing in this Agreement shall be construed as obligating the Parties to continue working together if the Parties have determined that they can no longer do so productively. In addition, any Party may terminate its participation in this Agreement at any time by giving thirty (30) days written notice to all Parties. A Party shall not be obligated under this Agreement for costs incurred after giving its notice to withdraw from the Agreement as described in the preceding sentence.

5.5 Notice – Notice required or authorized under this Agreement shall be sent to the representatives of the Parties listed in Appendix B.

5.6 Counterparts and Effective Date – This Agreement may be executed in one or more counterparts, all of which shall be considered an original. The effective date of this Agreement ("Effective Date") shall be the last date of execution of any counterpart.

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6. SIGNATURES

By signature below, each Party certifies that the individuals listed in this document as representatives of that Party are authorized to act in their respective areas for matters related to this Agreement.

NU WEST INDUSTRIES, INC.

Bart T. Wilking BART WILKING V.P. JAN. 26, 2018
Date

P4 PRODUCTION, L.L.C.

Date

SIMPLOT

Date

SOLVAY USA INC.

Date

6. SIGNATURES

By signature below, each Party certifies that the individuals listed in this document as representatives of that Party are authorized to act in their respective areas for matters related to this Agreement.

NU-WEST INDUSTRIES, INC.

Date

P4 PRODUCTION, L.L.C. *Roger W. Gibson*
Roger W. Gibson, VP of Operations 2/12/18
Date

SIMPLOT

Date

SOLVAY USA INC.

Date

6. SIGNATURES

By signature below, each Party certifies that the individuals listed in this document as representatives of that Party are authorized to act in their respective areas for matters related to this Agreement.

NU-WEST INDUSTRIES, INC.

Date

P4 PRODUCTION, L.L.C.

Date

SIMPLOT

_____
2-14-18
Date

SOLVAY USA INC.

Date

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6. SIGNATURES

By signature below, each Party certifies that the individuals listed in this document as representatives of that Party are authorized to act in their respective areas for matters related to this Agreement.

NU-WEST INDUSTRIES, INC.

Date

P4 PRODUCTION, L.L.C.

Date

SIMPLOT

Date

SOLVAY USA INC.



Date

2-14-2018

Date

SHOSHONE- BANNOCK TRIBES

Nathan Small
Nathan Small
Chairman, Fort Hall Business Council

2/28/18
Date

STATE OF IDAHO

John Tippetts, Director Idaho Department of Environmental Quality

Date

Virgil Moore, Director Idaho Department of Fish and Game

Date

DEPARTMENT OF THE INTERIOR

Robyn Thorson
Regional Director, Region 1 Fish and Wildlife Service

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service

Date

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SHOSHONE- BANNOCK TRIBES

Nathan Small
Chairman, Fort Hall Business Council

Date

STATE OF IDAHO

Michael McCurdy authorized delegate for

John Tippetts, Director Idaho Department of Environmental Quality

02/23/2018

Date

Virgil Moore, Director Idaho Department of Fish and Game

Date

DEPARTMENT OF THE INTERIOR

Robyn Thorson
Regional Director, Region 1 Fish and Wildlife Service

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service

Date

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SHOSHONE- BANNOCK TRIBES

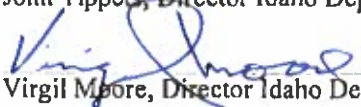
Nathan Small
Chairman, Fort Hall Business Council

Date

STATE OF IDAHO

John Tippetts, Director Idaho Department of Environmental Quality

Date



Virgil Moore, Director Idaho Department of Fish and Game

3/5/2018
Date

DEPARTMENT OF THE INTERIOR

Robyn Thorson
Regional Director, Region 1 Fish and Wildlife Service

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service

Date

SE Idaho Phosphate Mining Phase I FPA

SHOSHONE- BANNOCK TRIBES

Nathan Small
Chairman, Fort Hall Business Council

Date

STATE OF IDAHO

John Tippetts, Director Idaho Department of Environmental Quality

Date

Virgil Moore, Director Idaho Department of Fish and Game

Date

DEPARTMENT OF THE INTERIOR

Acting

[Signature]

Robyn Thorson
Regional Director, Region 1 Fish and Wildlife Service

3/16/18

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service

Date

SHOSHONE- BANNOCK TRIBES

Nathan Small
Chairman, Fort Hall Business Council

Date

STATE OF IDAHO

John Tippetts, Director Idaho Department of Environmental Quality

Date

Virgil Moore, Director Idaho Department of Fish and Game

Date

DEPARTMENT OF THE INTERIOR

Robyn Thorson
Regional Director, Region 1 Fish and Wildlife Service

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service

3-23-18

Date

**APPENDIX A1
STATEMENT OF WORK**

SE Idaho Phosphate Mining Phase I FPA

Statement of Work No. 1 for the Southeast Idaho Phosphate Mine Site Natural Resource Damage Assessment and Restoration Funding and Participation Agreement

This Statement of Work No. 1 (SOW) outlines the tasks and schedule associated with the Funding and Participation Agreement (FPA) between the U.S. Department of Interior, U.S. Department of Agriculture, State of Idaho, and Shoshone-Bannock Tribes (collectively referred to as the Trustees) and Nu-West Industries, Inc., P4 Production, L.L.C., J.R. Simplot Company and Solvay USA, Inc. (collectively referred to as the Companies) for the Southeast Idaho Phosphate Mine Site (Mine Site) Natural Resource Damage Assessment and Restoration (NRDAR).

NRDAR tasks will be completed based on a phased approach. This SOW covers Phase I tasks. As appropriate, additional tasks will be added as part of subsequent Phases, with associated SOWs appended to the FPA.

Phase I Tasks

Injury Assessment Plan

- a. Trustees draft Injury Assessment Plan outline.
- b. Companies review Injury Assessment Plan outline.
- c. Trustees provide revised Injury Assessment Plan outline.
- d. Trustees draft Injury Assessment Plan.
- e. Companies review Draft Injury Assessment Plan and provide feedback.
- f. Discussion (call or meeting) between Trustees and Companies to discuss comments.
- g. Trustees revise draft Injury Assessment Plan and submit final draft for public review and comment.
- h. Trustees revise final draft Injury Assessment Plan and issue final Injury Assessment Plan.

Critical assessment components specific to the Mine Site to be discussed and considered among the Parties for inclusion in the Injury Assessment Plan, will include but not be limited to:

- Timing of permitting, corresponding footprints, and scope of assessment at each mine.
- Injury thresholds.
- Preliminary identification of key habitats and Relative Habitat Values (RHV).
- Preliminary identification of appropriate reference areas that reflect baseline conditions.
- Conceptual approach for quantification of service losses, and costs/values of restoration.
- Considerations for remedial actions and corresponding resource recovery.

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Data and Database¹

- a. Meeting(s)/Workshop(s) to discuss data, reports, and other relevant information (e.g., NEPA documents, scientific studies, etc.) available to Companies that may be useful for Trustees.
- b. Companies provide maps and GIS layers, including chronology of mine features.
- c. Trustees to provide maps and GIS layers on land ownership, leases, and special use permits.
- d. Parties to develop a data/information base that facilitates analytical/numeric computations and linkage to GIS for geospatial analysis.
- e. Companies to review data/information base structure.
- f. Discussion (call or meeting) between Trustees and Companies regarding data/information base structure.
- g. Trustees and Companies consider creation of Working Group(s) to address the Data and Database tasks and other issues, as the Parties may agree.

Early Restoration/Resolution

- a. Meeting/Workshop to discuss the potential for early restoration/resolution (e.g., identify potential restoration/resolution projects, integration of potential early restoration/resolution with LAP, etc.).

Permitting, Reclamation, and Response Action History

- a. Meeting/Workshop to discuss approach for incorporating permitting, reclamation, and response action work at individual mines into the draft Assessment Plan.
- b. Companies provide summaries of permitting, reclamation, and response action work at individual mines that may be useful for Trustees.

Status Updates

- a. Quarterly conference calls to review status of work accomplished and planned, unless a different frequency is agreed to by the Parties.

¹ The expectation is that the Companies and Trustees will cooperate on the development of a consensus database. If disagreements arise on inputs into the database, and the Companies elect not to fund portions of the Database, the Trustees reserve the right to create a separate, Trustee-funded database, to include inputs the Trustees believe are necessary and appropriate for use in the NRDAR process.

Attachment A - Schedule

Southeast Idaho Phosphate Mine Site NRDAR Phase I - Schedule

(Note: Please note that these estimated dates assume that a FPA is in place by March 1, 2018 and funding is received by the Trustees by April 1, 2018. Dates may be subject to change.)

Trustees draft Injury Assessment Plan outline. – Mar 1st, 2017 – Trustees

Parties engage in Data/Report Workshop (Pocatello). – July 2017 – Trustees and Companies

Companies review Injury Assessment Plan outline. – Mar 1st – Mar 15th, 2018 – Companies

Companies provide maps and GIS layers, including chronology of mine features. – April 1st, 2018 – Companies

Trustees to provide maps and GIS layers on land ownership, leases, and special use permits. – April 1st, 2018 - Trustees

Trustees provide revised Injury Assessment Plan outline. – April 6th, 2018 – Trustees

Meeting/Workshop² to discuss approach for incorporating permitting, reclamation, and response action work at individual mines into the draft Assessment Plan. – April 25th, 2018 – Trustees and Companies

Companies provide summaries of permitting, reclamation, and response action work at individual mines that may be useful for Trustees. – April 25th, 2018 – Companies

Parties engage in quarterly conference calls to review status of work accomplished and planned. June 6th, September 5th, December 5th, 2018 and March 6th, 2019 (potential dates, as needed) – Trustees and Companies

Parties to develop a data/information base that facilitates analytical/numeric computations and linkage to GIS for geospatial analysis. – Summer-Fall, 2018 – Trustees and Companies

Companies to review data/information base structure. – Summer-Fall, 2018 - Companies

Discussion (call or meeting) between Trustees and Companies regarding data/information base structure. – Summer-Fall, 2018 – Trustees and Companies

Trustees and Companies consider creation of Working Group(s) to address the Data and Database tasks and other issues, as the Parties may agree. – Summer-Fall, 2018 – Trustees and Companies

Parties meet to discuss early restoration/resolution. – Fall, 2018 – Trustees and Companies

Companies review of draft Injury Assessment Plan. – June 7th – July 6th, 2018 - Companies

² Trustees may meet with Companies in Boise, Idaho if travel funds are provided for through the FPA.

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Parties discuss (via phone call or meeting) comments on draft Injury Assessment Plan. – July - August 2018 – Trustees and Companies

Trustees release final draft Injury Assessment Plan for public review and comment. – January - February, 2019 – Public

Trustees hold public meetings (formal – receive written and oral comments) on final draft Injury Assessment Plan. – January, 2019 (Fort Hall and Soda Springs, ID) – Trustees

Trustees review public (including Companies) comments and revise draft Injury Assessment Plan. – Feb - March, 2019 – Trustees

Trustees release final Injury Assessment Plan. – June 1st, 2019 – Trustees

APPENDIX B

SE Idaho Phosphate Mining Phase I FPA

Primary Representatives:

Nu-West Industries, Inc.: Bart Wilking, P.E.

Address: Nu-West
5296 Harvest Lake, Drive
Loveland, CO 80538
Telephone: 970-613-3189
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Email: Bart.Wilking@nutrien.com

P4 Production, L.L.C.: Randy Cooper

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Email: randall.lee.cooper@monsanto.com

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J.R. Simplot Company
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Solvay U.S.A.
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Fax: 406-782-4498
Email: dan.bersanti@solvay.com

SE Idaho Phosphate Mining Phase I FPA

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Chubbuck, Idaho 83202
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Fax: 208-237-8213
Email: sandi_fisher@fws.gov

Department of Agriculture: Sherri Stumbo, Deputy Director of Engineering
Address: 4350 Cliffs Drive
Pocatello, Idaho 83201
Telephone: 208-236-7519
Fax: 208-236-7555
Email: sherriastumbo@fs.fed.us

State of Idaho: Bruce Olenick, Regional Administrator
Address: IDEQ, Pocatello Region
444 Hospital Way, #300
Pocatello, ID 83201
Telephone: 208-236-6160
Fax: 208-236-6168
Email: bruce.olenick@deq.idaho.gov

Shoshone-Bannock Tribes: Nathan Small, Chairman
Chairman Address: P.O. Box 306
Fort Hall, Idaho 83203
Telephone:
Fax:
Email: nsmall@sbtribes.gov

SE Idaho Phosphate Mining Phase I FPA

Alternate Representatives:

Nu-West Industries, Inc.: Martin J. ("Kelly") McTigue, Esq.

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Los Angeles, CA 90071
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Fax:
Email: kmctigue@omm.com

Nu-West Industries, Inc.: Aaron Kempf

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Fax:
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P4 Production, L.L.C.: Brian D. Israel, Esq.

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Fax:
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Simplot: Thomas C. Perry, Esq.

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Telephone: 208-999-5903
Fax:
Email: tperry@martenlaw.com

Solvay USA Inc.: Craig Trueblood, Esq.

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Seattle, WA 98104-1158
Telephone: 206-370-8368
Fax: 260-370-6196
Email: craig.trueblood@klgates.com

SE Idaho Phosphate Mining Phase I FPA

Department of the Interior: Jeremy Moore
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4425 Burley Drive, Suite A
Chubbuck, ID 83202
Telephone: 208-237-6975
Fax: 208-237-8213
Email: jeremy_moore@fws.gov

Department of Agriculture:
Address: Caribou-Targhee National Forest Supervisor
Telephone:
Fax:
Email:

State of Idaho: Mark Gamblin, Regional Supervisor
IDFG, Southeast Region
Address: 1345 Barton Road
Pocatello, ID 83204
Telephone: 208-232-4703
Fax: 208-232-6430
Email: mark.gamblin@idfg.idaho.gov

Shoshone-Bannock Tribe:
Primary Alternate
Address: Kelly Wright, Environmental Waste Management Program
Manager
P.O. Box 306 Pima Drive
Fort Hall, Idaho 83203
Telephone: 208-478-3903
Fax: 208-478-3909
Email: kwright@shoshonebannocktribes.com

Secondary Alternate
Address: Susan Hanson, Environmental Contractor
P.O. Box 306 Pima Drive
Fort Hall, Idaho 83203
Telephone: 208-241-1697
Fax: 208-478-3909
Email: susanh@ida.net

SE Idaho Phosphate Mining Phase I FPA

APPENDIX C
PAYMENT INSTRUCTION

U.S. Department of the Interior

Natural Resource Damage Assessment and Restoration Fund

Assessment and Settlement Deposit Remittance Procedures

The Department of Interior Business Center (IBC) has established procedures with the Department of Treasury to provide two electronic options for remitting payments to the Natural Resource Damage Assessment and Restoration Fund. Procedures for using these processes are attached.

The preferred electronic method is the Department of Treasury's Automated Clearing House (ACH)/Remittance Express. If your bank does not have ACH deposit transmission capabilities, then Treasury's Federal Wire (FedWire) Transfer procedure is the required alternative. Use the attached forms to assist in preparing your remittance.

All remitters are encouraged to use these electronic methods. Non-electronic remittances (checks) are acceptable as well, and should be written payable to the Department of Interior and forwarded to:

**DOI Restoration Fund
IBC Division of Financial Management Services
Branch of Accounting Operations
Attn: Collection Officer
Mail Stop D-2770
7401 West Mansfield Ave.
Lakewood, CO 80235**

**Please reference "NRDA 14X5198" and the site name
on check or transmittal letter**

U.S. Department of the Interior

Natural Resource Damage Assessment and Restoration Fund

Assessment and Settlement Deposit Remittance Procedures

In order to accomplish electronic transfers, in addition to other settlement or billing information, please provide the following information to the remitter:

Preferred method of electronic transfer: Automated Clearing House (ACH)

Receiver name: DOI Restoration Fund
ALC 14010001

Receiver Tax ID Number: 53-0196949

Receiver address: 7301 West Mansfield Ave.
Mailstop D-2770
Lakewood, CO 80235

Receiver bank: Federal Reserve Bank
New York, NY
ABA # 051036706

Receiver ACH Account No.: 312024 (See Attachment I-3)

Receiver Fedwire Acct No.: Treasury NYC 021030004
(To be used only for Fedwire transfers) (See Attachment I-4)

Payment Related Data: Should at a minimum reference site location

Attachments I-3 and I-4 provide more technical specifics which can be provided to the remitter's banking institution. Questions concerning electronic deposit procedures should be directed to Brittney Behr at (303) 969-5408.

U.S. Department of the Interior

Natural Resource Damage Assessment and Restoration Fund

Assessment and Settlement Deposit Remittance Procedures

The following information is provided to assist Remitters in giving complete and accurate data to their financial institution for use in originating Automated Clearing House payments. The industry name for the following format is CCD+.

ACH CCD+ Format

Data Element Name	Contents	Size	Position
Record Type Code	'6'	1	01-01
Transaction Code	'22'	2	02-03
Receiving ABA	'05103670'	8	04-11
Check Digit	'6'	1	12-12
Account Number	'312024'	17	13-29
Payment Amount		12	30-41
Identification #		13	42-54
Receiver Name	DOI Restoration Fund	22	22-76
Discretionary	N/A	2	77-78
Addenda Indicator	'2'	1	79-79
Trace Number	Assigned by Remitters Bank	15	80-94

ACH Addenda Record Format

Data Element Name	Contents	Size	Position
Record Type Code	'7'	1	01-01
Addenda Type Code	'05'	2	02-03
Payment Related		80	04-83
Sequence Number	'0001'	4	84-87
Addenda Trace	Assigned by Remitters Bank	17	88-94

The data items in bold must be provided to the bank by the Remitter. Those items bolded and italicized must be provided verbatim. The **Payment Amount** is the judgement or settlement amount being remitted; dollars and cents must be separated by a decimal point, do not use commas or any other punctuation. The **Identification Number** is the case Court Number. The **Payment Related** data should include the paying potentially responsible party(ies) name, site or case name and site location.

U.S. Department of the Interior

Natural Resource Damage Assessment and Restoration Fund

Assessment and Settlement Deposit Remittance Procedures

Federal Wire (FedWire) Transfer

The following information is provided to assist Remitters in giving complete and accurate data to their financial institution for use in originating FedWire payments (in the event ACH is not available). The industry name for the following format is FedWire Transfer Format.

Required Fields and Tags

Field Tag Name	Field Tag Number	Field Tag Contents
Message Disposition	(1100)	Assigned by Federal Reserve Bank
Acceptance Time Stamp	(1110)	Assigned by Federal Reserve Bank
OMAD	(1120)	Assigned by Federal Reserve Bank
IMAD	(1520)	Assigned by Remitters Bank
Amount	(2000)	
Sender FI	(3100)	Assigned by Remitters Bank
Sender Reference	(3320)	Assigned by Remitters Bank
<i>Receiver FI</i>	<i>(3400)</i>	<i>'Treasury NYC 021030004'</i>
<i>Beneficiary</i>	<i>(4200)</i>	<i>'DOI Restoration Fund ALC 14010001'</i>
Ref for Beneficiary	(4320)	
Originator	(5000)	
Originator Financial Institution	(5100)	Assigned by Remitters Bank
Orig to Beneficiary	(6000)	

The data items in bold must be provided to the bank by the Remitter. Those bolded and italicized must be provided verbatim. The **Amount** is the judgement or settlement amount being remitted; dollars and cents must be separated by a decimal point, do not use commas or any other punctuation. The **Reference for Beneficiary** is the case Court Number. **Originator** is the paying potentially responsible party(ies). **Originator to Beneficiary** should include the site or case name and site location.