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OFFICE OF JUDGE
GLEN E. CLARK

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I hereby certify that the annexed and foregoing
is a true and complete copy of a document, or,
an authorized electronic docket entry, on file
in the United States Bankruptcy Court for the
District of Utah.

No. of Pages 48

DATED: 12-8-05

ATTEST:

[Signature]

Deputy Clerk

Attorneys for James T. Markus,
Chapter 11 Trustee for Geneva Steel LLC

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

GENEVA STEEL LLC,

Debtor.

Tax I.D. # 87-0665502

Chapter 11

Bankruptcy Case No. 02-21455 GEC

**ORDER GRANTING TRUSTEE'S MOTION FOR AN ORDER
PURSUANT TO FED. R. BANKR. P. 9019 APPROVING SETTLEMENT AND
COMPROMISE WITH GENEVA NITROGEN, LLC**

James T. Markus, Chapter 11 Trustee (the "Trustee"), in accordance with Fed. R. Bank.
P. 9019(a), having moved this Court for an order approving a settlement and compromise with
Geneva Nitrogen, LLC ("Geneva Nitrogen") on November 11, 2005, (the "Motion"), finding that
notice of the Motion and the November 21, 2005 hearing at 9:00 a.m. was proper; having heard

ENT 142880:2005 PG 1 of 20
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Dec 09 4:57 pm FEE 48.00 BY SS
RECORDED FOR JONES WALDO

the arguments of counsel; no objections having been filed to the Motion; and for the reasons set forth in the Motion, which are hereby fully incorporated as if set forth fully herein; and sufficient and good cause otherwise appearing therefore, it is hereby:

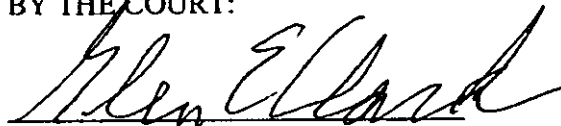
ORDERED that the Motion is granted and the Settlement Agreement and Limited Release is approved in the form attached to this Order as Exhibit A;

ORDERED that the Trustee is hereby authorized to enter into the Settlement Agreement and Limited Release in the form attached to this Order as Exhibit A and to perform all tasks necessary to fully effectuate the Settlement Agreement and Limited Release; and it is further

ORDERED that notwithstanding Bankruptcy Rules 6004(g), 6006(d) or 9019 or otherwise, this Order shall be effective and enforceable immediately upon entry and shall be self-executing.

Dated this 22 day of November, 2005

BY THE COURT:



Hon. Glen. E. Clark
Chief Judge, United States Bankruptcy Court

Exhibit A

SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Settlement Agreement and Limited Release ("Agreement") is executed effective as of November 11, 2005 by and between: James T. Markus, in his capacity as the Chapter 11 Trustee of the Bankruptcy Estate in In re Geneva Steel LLC, Debtor, United States Bankruptcy Court for the District of Utah, Central Division, Case No. 02-21455 GEC, ("Trustee") (the Debtor, Geneva Steel, LLC, when referred to separately from the Trustee, will be referred to as "Debtor" or "Geneva LLC"); and Geneva Nitrogen, LLC, a Delaware limited liability company ("Nitrogen").

R E C I T A L S:

- A. On January 25, 2002 (the "Petition Date"), the Debtor commenced a voluntary case under Chapter 11 of the Bankruptcy Code commencing the bankruptcy case known as In re Geneva Steel LLC, Debtor, United States Bankruptcy Court for the District of Utah, Central Division, Case No. 02-21455 GEC (the "Main Case").
- B. On April 18, 2005, the Trustee was appointed as the Chapter 11 Trustee in the main case.
- C. A principal asset of the estate of the Debtor in the Main Case is the real property located in Utah County, State of Utah, where the Debtor and its predecessors operated a steel plant and related facilities (the "Property").
- D. In 1986, the Property and the steel making operation and surrounding land was owned and operated by United States Steel Company ("USS"). During 1986, USS split off a portion of the land where it was conducting nitrogen processing operations.
- E. In 1986, USS sold the nitrogen processing facility and the separate parcel of land on which that facility is located to LaRoche Industries ("LaRoche") under an Asset Purchase Agreement.
- F. The nitrogen processing facility had access to rail service to load and unload product as part of its business.
- G. As part of the LaRoche/USS transaction, LaRoche and USS entered into that certain "Geneva Services Agreement" dated April 30, 1986 ("Services Agreement").
- H. Among the services recited in the Services Agreement to be provided by USS to LaRoche to operate the nitrogen plant was "railroad switching and use of tracks."
- I. There exists a Union Pacific rail line running along the east side of the property and the nitrogen processing facility (hereinafter the "UP East Line"). The UP East Line runs parallel with Geneva Road. The Services Agreement provides for alternative access to the nitrogen processing facility. It provides:

US Steel will provide LaRoche with an easement for railroad purposes adjacent to the north end of the Geneva Nitrogen plant to allow for a connection with the Union Pacific Railroad. LaRoche shall be solely responsible for all costs associated with the construction of the railroad access and the permission to connect with Union Pacific.

- J. Geneva Steel Company, Inc. ("Old Geneva"), Debtor's predecessor, filed a petition under Chapter 11 with the United States Bankruptcy Court for the District of Utah in 1999.
- K. In approximately 2000, LaRoche filed a bankruptcy petition in the United States Bankruptcy Court for the District of Delaware. Nitrogen, a company separate from LaRoche and USS, asserts that it purchased LaRoche's assets and rights in and to the nitrogen plant from LaRoche's bankruptcy estate under the terms of an Asset Purchase Agreement. Nitrogen has been operating the plant since that time. Following the purchase of the nitrogen facility by Nitrogen, Old Geneva and Debtor continued to provide switching services for rail access from the south.
- L. In 2003, Debtor informed Nitrogen personnel that it could no longer provide switching services from the south and informed Nitrogen that it should build the north track extension connecting with the UP East Line so that Nitrogen would have access to its facility from the north side. Nitrogen asserts that this instruction was the realization of the easement on the north side for rail access granted in the text of the Services Agreement. Trustee contests that an easement was granted by the Services Agreement or otherwise.
- M. In the Spring of 2003, Nitrogen refurbished certain existing track running from the north end of its property onto property of the Debtor, specifically along the northwest side of the Nitrogen property and laid certain new track to reach rail access into the facility. The track allows Nitrogen to bring rail cars to the track extension by way of the UP East Line and then back them into the extension for loading and unloading.
- N. At the time that the north rail access was refurbished, Debtor had on its property existing tracks in the same area that intersected with the track being used by Nitrogen and bending around to the Debtor's then pipe plant. Debtor allowed Nitrogen to use the existing and refurbished tracks such that the full extension of the north track connecting to the UP East Line south of the intersection of 1600 North and Geneva Road was not built, although Nitrogen claims it is entitled to build the access to that extent, if necessary (which claim is disputed by the Trustee). Rather, Nitrogen would use part of the track access running toward the pipe plant to bring its cars down from the UP East Line and into the Northwest track it is now using for access.
- O. An aerial photograph of the site showing the track access presently being used by Nitrogen is attached hereto as Exhibit I, the same of which is incorporated herein

by reference. The area on the photograph marked with a white line and indicating arrows is the track being used by Nitrogen for access. The length of the white line is approximate and there is or may be some variation in the actual length of track employed by Nitrogen for movement of rail cars. The track on Exhibit 1, marked with the white line and indicating arrows, shall hereinafter be referred to as the "Nitrogen North Track."

- P. The area on the aerial photograph attached as Exhibit 1, which consists of the Nitrogen North Track and 20 feet on either side of the Nitrogen North Track shall be referred to as the "North Zone."
- Q. Attached hereto as Exhibit 2 is an aerial photograph showing the alternative rail access Nitrogen intends to build and complete prior to July 1, 2006. This alternative rail access is also marked with a white line and indicating arrows.
- R. On July 8, 2005, the Trustee filed his "Trustee's Motion for Order (i) Approving the Sale of Certain Assets Free and Clear of Liens, Claims, Interests and Encumbrances Pursuant to 11 U.S.C. §§ 105(a), 363(b)(f) and (m) and 1146(c) and Fed. R. Bankr. P. 2002, 6004 and 6006 to Utah Lake Development, LLC or the Offer of Such Highest and Best Offer; (ii) Authorizing the Assumption or Rejection of Certain Executory Contracts or Unexpired Leases In Connection Therewith Pursuant to 11 U.S.C. § 365; (iii) Approving the Asset Purchase Agreement By and Between Utah Lake Development, LLC, and James T. Markus, Not Personally But Solely As Trustee; and (iv) Granting Related Relief" (the "Sale Motion").
- S. In the Sale Motion, the Trustee contests Nitrogen's assertion of an easement for North rail access across the Property and seeks to sell the Property free and clear of any easement, license or other access rights in favor of Nitrogen for rail or any other access in the North Zone or otherwise across the Debtor's real property.
- T. Nitrogen filed an objection to the Sale Motion, asserting that it was granted an easement, express or otherwise, in the Services Agreement and otherwise, which cannot be expunged, modified or removed under bankruptcy or applicable state law. Since the filing of the objection to the Sale Motion by Nitrogen, the Trustee and Nitrogen have been litigating that matter (the "Contested Matter").
- U. Also, in conjunction with the Contested Matter, the Trustee filed an adversary complaint on September 23, 2005, commencing the matter of In re Geneva Steel LLC; James T. Markus, Trustee, Plaintiff, v. Geneva Nitrogen, LLC, Defendant, Adversary Proceeding No. 05-02590 (the "Litigation"). The Adversary Action seeks relief declaring that Nitrogen does not have any easement, access or license rights in the North Zone or otherwise across the Debtor's real property, the Adversary Action also asks that Nitrogen be compelled to tender a certain Quit Claim Deed to the Debtor to resolve a claimed encumbrance on the title to certain water rights sold by the estate to Central Utah Project (the "Water Rights").

- V. Nitrogen filed an Answer in the Litigation, denying the substantive averments of the Complaint and seeking relief that it is entitled to retain the Water Rights and that it is entitled to an easement for north rail access to its facility.
- W. Pursuant to the Sale Motion and the bid procedures order that precedes it, the Property, which includes the North Zone, will be auctioned on November 17, 2005 to the highest and best offer (the "Auction"). The Trustee will then seek Court approval on November 21, 2005 to approve the results of the Auction and approve the sale of the Debtor's real property to the highest and best bidder, free and clear of any and all interests, liens, claims or encumbrances, including without limitation Nitrogen's asserted easement, access or license rights across the North Zone.
- X. Nitrogen claims that if it is denied rights to the north access, that it will be severely damaged and that its only alternative is to construct an expensive alternate rail line to the south end of its property across its property and into the necessary buildings as approximately identified on Exhibit 2 with (this alternate course is hereinafter referred to as the "Nitrogen Alternate Rail Access"). Nitrogen also claims that if it is forced to build the Nitrogen Alternate Rail Access, that it will take up to and including nine months to construct and make such access fully operational.
- Y. Debtor holds the right to use certain easements for its purposes across Nitrogen's property for a power line and a steam line (the "Power and Steam Easements").

The parties hereto, being mindful of the uncertainties of litigation and in the interests of obtaining peace and certainty, have reached terms of settlement of the Contested Matter and the Adversary Action. The claims and defenses asserted by each party in the Contested Matter and in the Adversary Action are hereinafter collectively referred to, when collective reference is made, as the "Claims." Desiring to memorialize such terms, and in accordance with their agreement, the Trustee and Nitrogen make and enter into the covenants and agreements below.

COVENANTS AND AGREEMENTS

WHEREFORE, the Trustee and Nitrogen covenant and agree as follows:

1. **Payment of Money.** For and in consideration of the agreements and performances of Nitrogen under this agreement, the Trustee and Debtor shall pay to Nitrogen immediately upon entry of a final nonappealable order of approving this Agreement, the sum of \$100,000.00. Nitrogen may use such funds as it sees fit. This payment is conditioned only upon approval of this Agreement by the Bankruptcy Court, and is in no way conditioned upon the closing of any sale of the Property, granting of the Sale Motion, or any other condition whatsoever.
2. **Transfer of Water Right.** Nitrogen will, upon execution of this Agreement and entry of a final nonappealable order of the Bankruptcy Court approving this Agreement, and payment of money required above, transfer the Water Rights to the Debtor on a Quit Claim Deed substantially in the form attached hereto as Exhibit B.
3. **Continued Use of the Nitrogen North Track.** Nitrogen is hereby granted an unconditioned irrevocable license to continue to use the Nitrogen North Track in the same manner and to the same extent it has been using the Nitrogen North Track since the Spring of 2003 for ingress and egress of rail cars by way of the UP East Line or otherwise, which license shall expire and terminate on July 1, 2006. The marking of and identification of the Nitrogen North Track on the map attached as Exhibit 1 is recognized by the parties to be a non-surveyed identification of the length and location of track being used by Nitrogen for access to its facility from the north side. Nitrogen shall have, notwithstanding the markings of the Nitrogen North Track on Exhibit 1, rights under this irrevocable license to use the full length and width of track that it has typically used and in the manner it has typically used such track from the spring of 2003 to the present time. Notwithstanding the above, Nitrogen acknowledges that identification of the North Track on Exhibit 1 is substantially accurate. In the event of any conflict between the Nitrogen North Track designation on Exhibit 1 and Nitrogen's typical established use of the north track, Nitrogen's typical and established use shall prevail.
4. **Non-disturbance.** Nitrogen's use of the Nitrogen North Track during the term of the license shall not be restricted, interfered with, limited, modified, or prevented in any manner whatsoever except as necessary to comply with state or municipal laws and regulations concerning use of the Nitrogen North Track.
5. **Non-Release of North Zone.** The North Zone shall not be released to any salvager, demolition company, construction company, grader, or any other person or company, including but not limited to, CST Environmental, for removal of any track or material or any other activity which would impede the use of the Nitrogen North Track during the license period, until the day following the expiration of the Nitrogen North Track irrevocable license granted in paragraph 3 above. The parties shall take, and cooperate in taking, all necessary steps and actions to protect and preserve Nitrogen's right to use the Nitrogen North Track in its discretion. Such actions may include, but not be limited to, legal actions seeking injunctive relief.

6. **Imposition of Obligations of This Agreement on Purchasers.** The Trustee shall take all steps necessary to impose the obligations of this Agreement upon any purchaser of the Property through the Sale Motion and shall impose such obligations as a condition of the purchase to be announced prior to the Auction. In addition, the Trustee shall ensure the inclusion of substantially the following provision in the order approving the sale of the Property through the Sale Motion:

The [description of the property purchase] and the [buyer's] rights to it are specifically subject to and encumbered by the obligations of that certain Settlement Agreement and Mutual Release ("Agreement") by and between [Trustee] and Geneva Nitrogen, LLC, dated November __, 2005. A copy of the Agreement is attached to this Order as Exhibit ___ and by this reference incorporated as a part hereof. [Purchaser] assumes and shall perform all of the obligations of the Trustee under the Agreement with the exception of payment of money to Nitrogen and shall have the benefit of considerations to be received by the Trustee under the Agreement. Subject to the termination date of July 1, 2006 the Agreement shall be construed as a covenant running with the [Property] and the Agreement may be recorded by Geneva Nitrogen at its discretion but shall obligate [Purchaser] to the terms of the Agreement as the successor to the Trustee, as provided herein.

7. **Track Maintenance.** During the terms of the irrevocable license, Nitrogen shall be solely responsible for maintaining the Nitrogen North Track in a safe and working condition in accordance with typical practices for railroad line maintenance and in compliance with all applicable federal, state and municipal laws and ordinances. However, if any other party uses the Nitrogen North Track during the license period, Nitrogen may request such party to participate in the cost of track maintenance.

8. **Indemnification.** Nitrogen shall indemnify and hold the Trustee and any subsequent owner of the Debtor's real property harmless from any and all claims, injuries, or causes of action asserted against the Trustee and any subsequent owner of the Debtor's real property as the owner of the North Zone arising from or related to Nitrogen's use of the Nitrogen North Track during the term of the irrevocable license, that are directly attributable to the fault or negligence of Nitrogen. Upon the assertion of any such claim, the Trustee and any subsequent owner of the Debtor's real property shall, within five (5) business days, notify Nitrogen, in writing, of the claim, including the name of the complainant, any documents memorializing the complaint, and requesting defense of the claim. Upon such tender, Nitrogen, if it accepts defense of the claim, shall have the sole discretion to defend, litigate or settle the claim, to file any insurance claims, or to otherwise dispose of the claim. The Trustee and any subsequent owner of the Debtor's real property, however, shall fully cooperate with Nitrogen in the defense and/or settlement of any such claims. Notwithstanding any provisions of this paragraph, Nitrogen shall have the right to seek contribution or determine comparative fault among any other person or party, including the Trustee, who is or may be partly at fault for any such injury, claim or cause

of action. Nitrogen acknowledges and agrees that any subsequent owner of the Debtor's real property is an intended third party beneficiary of this indemnification provision.

9. Cancellation of Nitrogen Easements. Except for the rights granted hereunder, Nitrogen, for and in consideration of the promises and performances of the Trustee hereunder, agrees, upon the entry of a final nonappealable Order approving this Agreement, that Nitrogen shall be deemed to hereby release, reconvey or otherwise forfeit any other express or implied easements, licenses, or access rights that it has across the Property including, and limited to, the two recorded road access easements that are of record.

10. Cancellation of Power and Steam Easements. Except for the rights granted hereunder, Debtor and the Trustee agree that upon entry of a final, non-appealable order approving this Agreement, that Geneva shall be deemed to hereby release, reconvey or otherwise forfeit the power line easement and the steam line easement. Other easements in favor of Debtor across Nitrogen's property shall be retained.

11. Disposition of Litigation. Upon entry of a final nonappealable order approving this Agreement, the parties agree: (1) to file a joint motion to dismiss the Adversary Action with prejudice and on the merits, with each party to bear its own respective attorneys fees and costs; and, (2) Nitrogen shall withdraw its objection to the Sale Motion.

12. Release of Obligations of Services Agreement. For and in consideration of the promises and performances of the Trustee under this Agreement, upon entry of a final nonappealable order approving it, shall fully satisfy and release any performances due by either party under the terms of the Services Agreement, and the Services Agreement will be deemed fully performed.

13. Recordation of Agreement. Nitrogen shall have the option, but not the obligation, to record this Agreement on the title to the Property at any time and without limitation.

14. Bankruptcy Court Approval. This Agreement is subject to approval in the Main Case by the United States Bankruptcy Court for the District of Utah. The parties will cooperate in bringing an appropriate motion on an expedited basis to seek approval of this Agreement prior to or in conjunction with the sale hearing scheduled for November 21 and 22, 2005 and agree to seek waiver of any waiting periods imposed by Bankruptcy Rules 9019, 6004, and/or 6006 so that such Order is effective upon entry.

15. Additional Documentation. The parties agree that in the event it is necessary to execute any additional documents to carry out the intent of this Agreement, the parties will reasonably cooperate to draft, execute and, if necessary, record or file such documents.

16. Good Faith. All parties shall pursue completion of this Agreement with utmost good faith and in a timely manner.

17. Release. For and in consideration of the execution of this Agreement and the covenants, promises and performances of this Agreement, and except for the obligations of this Agreement, the parties hereto and each of them, on behalf of themselves and on behalf of any

and all agents, successors, attorneys, assigns, representatives, employees, officers, directors, insurers, members, managers, partners, spouses and heirs, and others, do hereby release and forever acquit and discharge each other and any and all other individual and collective past, present and future officers, directors, parents, subsidiaries, shareholders, affiliates, partners, attorneys, agents, members, managers, associates, past members, past associates, former employees, spouses, partners, trustees and heirs, and all other persons or entities for whose conduct any and all of the foregoing may be liable under any theory of law or equity, of and from any liability, rights, claims, commissions or other compensations, demands, obligations, damages, losses, injuries, costs, expenses, attorneys fees, all actions, causes of action, controversies relating to or arising under the Services Agreement or otherwise raised in the Adversary Proceeding or the Contested Matter. Notwithstanding any of the foregoing, this Release paragraph is not intended to release any claims based upon the obligations of this Agreement or any act, omission or matter which occurs after the date of execution of this Agreement or claims, if any, which the Debtor, the Trustee or any subsequent owner of the Debtor's real property may possess against Nitrogen, or claims, if any, which Nitrogen may have against the Debtor or any previous or subsequent owner of the Property, relating to or arising from the presence, release or threatened release of hazardous materials or other environmental contamination on, beneath, within or migrating to the Property currently owned by the Debtor, or from the Property currently owned by the Debtor to the real property owned by Nitrogen.

18. **Release of Additional Claims by Nitrogen.** In addition to the above, and except as provided above, Nitrogen hereby releases and forever discharges the Debtor, the Debtor's estate, Geneva LLC and the Trustee and their respective associates, affiliates, predecessors, successors, heirs, assigns, agents and the employees, agents, attorneys, representatives, predecessors, successors, and assigns thereof from any and all manner of action, cause or causes of action in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs or expenses of any nature whatsoever, known or unknown, fixed or contingent which Nitrogen now has, from the beginning of time to the date hereof, or which may hereafter accrue against any one of the above-listed entities based upon any acts or omissions occurring prior to the date of this Agreement. Without limiting the generality of the foregoing, the release contained herein applies to any claims asserted by Nitrogen against the Debtor or its Estate, including Proof of Claim No. 590 and any administrative claims arising in favor of Nitrogen. This release paragraph is not intended to release any claims based on the obligations of this Agreement, or any act, omission or matter which occurs after the date of execution of this Agreement, or claims, if any, which Nitrogen, its predecessors or successors, may possess against Debtor or any predecessor owner of the Property, related to or arising from the presence, release or threatened release of hazardous materials or other environmental contamination, on, beneath, within or migrating to the real property owned by Nitrogen.

19. **Unknown Facts.** The parties acknowledge that they may hereafter discover facts which occurred from the beginning of time to the date of execution of this Agreement, which are different from, or in addition to, those which they now know to be true, or matters which underlay the Claims or the potential claims of the parties' alleged injuries, losses or damages, and agree that this Agreement and the limited releases contained herein be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof. The parties expressly waive the benefit of any statute or rule of law, if any, which might otherwise

limit the scope of this Agreement because of unknown matters existing from the beginning of time to the date of execution of this Agreement, whether material or otherwise.

20. **Warranties of the Parties.** The parties represent and warrant that they each have the right and authority to execute this Agreement, that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in the Recitals and elsewhere in this Agreement. All parties executing this Agreement, or documents required by this Agreement, on behalf of any corporation or other legal entity, expressly represent that they possess requisite authority under applicable corporate law, to execute this Agreement and any documents executed in pursuance hereof.

21. **Limitation of Warranties.** Except as expressly set forth in this Agreement, the parties have not made and make no other representations, warranties, statements, promises or agreements to each other.

22. **Compromise.** This Agreement is executed as a compromise settlement of disputed claims among the parties, liability and responsibility for which is expressly denied by all parties. The considerations contained herein do not constitute an admission of liability of wrongdoing on the part of any party.

23. **Applicable Law and Resolution of Disputes.** This Agreement is entered into in the state of Utah and shall be construed and interpreted in accordance with its laws and statutes, and applicable bankruptcy law and it is agreed that any disputes relating to this Agreement shall be litigated in the United States Bankruptcy Court for the District of Utah.

24. **No Waiver.** No failure of any party to insist upon the strict performance of any performance, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.

25. **Counterparts and Facsimile Signatures.** This Agreement may be signed with any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. Signatures sent by facsimile shall become part of this Agreement and shall be deemed original signatures. However, any party executing this Agreement and transmitting such signature by facsimile shall mail the original signature to their counsel of record for inclusion into the counterpart signatures.

26. **Attorney's Fees.** In the event any action or proceeding is brought by any party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its/his/her costs and reasonable attorney's fees, whether such sums are expended with or without suit, at trial, arbitration, or on appeal.

27. **Integration and Entire Agreement.** This Agreement sets forth the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements, term sheets, negotiations and understandings; shall be binding upon the successors, assigns, heirs, and personal representatives of the parties, and may not be rescinded, canceled, terminated, supplemented, amended, or modified in any manner whatsoever without the prior written consent of all parties.

28. Exhibits. The exhibits attached to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement shall be deemed to refer to and include all such exhibits.

29. Successors. This Agreement is binding on the heirs, successors, assigns, and personal representatives of each party to this Agreement.

30. Non-Severability. Each term of this Agreement is dependent upon each other term hereof. This Agreement is not severable and shall be construed and performed as a single integrated agreement.

31. Notices. All notices, requests, demand and other communications hereunder shall be in writing and shall be given (1) by Federal Express (or other established express delivery service which maintains delivery records); (2) hand-delivery; or (3) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other addresses as the parties may designate by written notice in this matter.

To Geneva Nitrogen, LLC:

Geneva Nitrogen, LLC
Attn: Steven R. Thompson
1165 North 1600 West
Vineyard, Utah 84057

With a copy to:

Jeffrey Weston Shields, Esq.
Jerome Romero, Esq.
Jones, Waldo, Holbrook & McDonough, PC
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101
Telephone: (801) 521-3200
Facsimile: (801) 328-0537

To Trustee:

James T. Markus
Block Markus & Williams, LLC
1700 Lincoln Street, Suite 4000
Denver, Colorado 80203
Telephone: (303) 830-0800
Facsimile: (303) 830-0809
jmarcus@bmwillc.com

Such communication may also be given by facsimile transmission, provided that any such communication is concurrently given by one of the above methods. Notices shall be

deemed effective upon receipt or upon attempted delivery thereof. If delivery is refused by the intended recipient, or delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery, delivery shall, nevertheless, be considered to have been made.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date in the year last above written.

JAMES T. MARKUS, solely in his
capacity as Chapter 11 Trustee
of Geneva Steel LLC

By: 

GENEVA NITROGEN, LLC

By: _____

Steven R. Thompson
Its General Manager

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JAMES T. MARKUS, solely in his
capacity as Chapter 11 Trustee
of Geneva Steel LLC

By _____

GENEVA NITROGEN, LLC

By 
Steven R. Thompson
Its General Manager

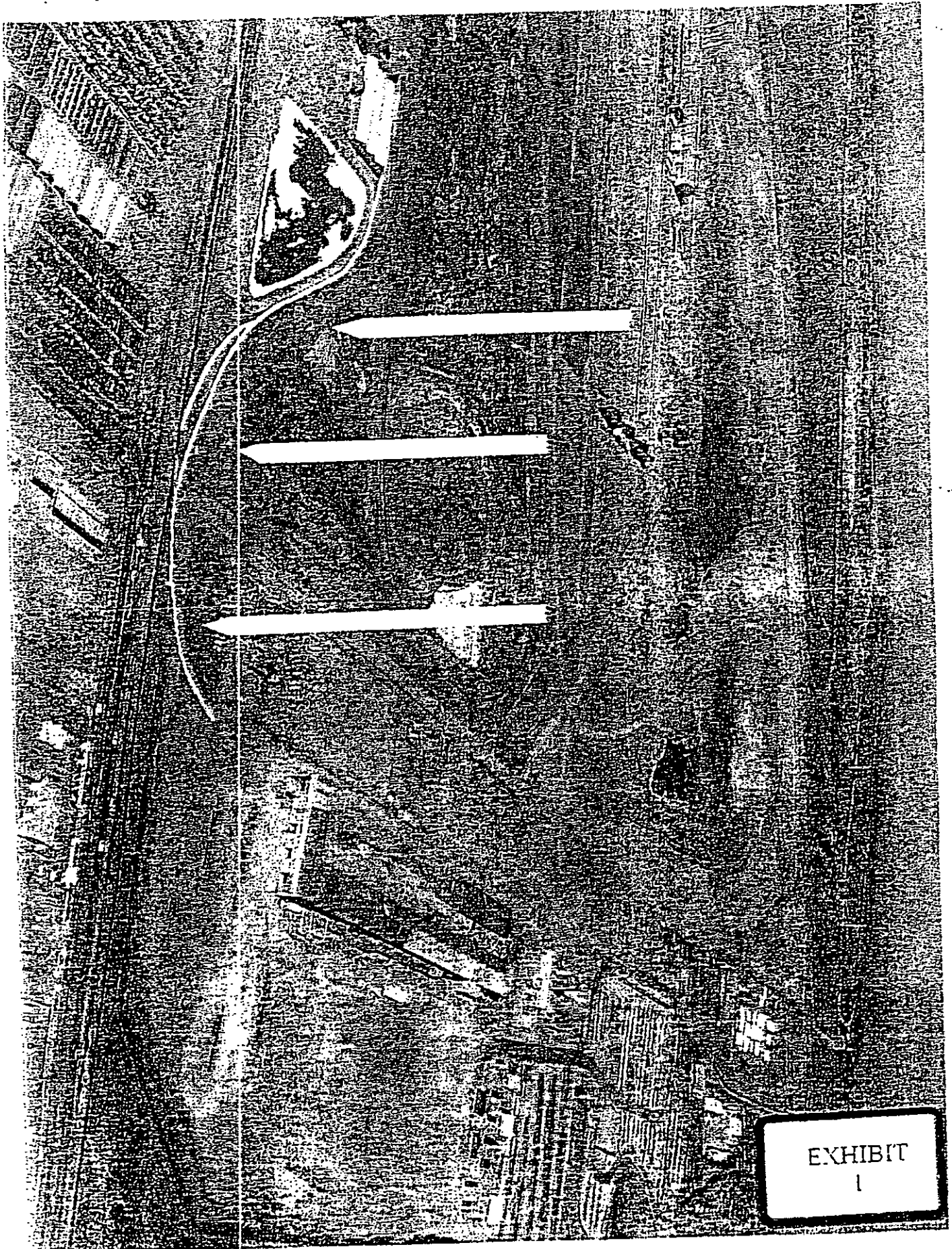


EXHIBIT
1

ADDENDUM TO SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Addendum to Settlement Agreement and Mutual Release ("Addendum") is executed effective as of November 21, 2005 by and between James T. Markus, in his capacity as the Chapter 11 Trustee of the Bankruptcy Estate of In re: Geneva Steel LLC, Debtor, United States Bankruptcy Court for the District of Utah, Central Division, Case No. 02-24155 GEC ("Trustee") (the Debtor, Geneva Steel, LLC will be referred to as "Debtor" or "Geneva LLC" when referred to separately from the Trustee), and Geneva Nitrogen, L.L.C, a Delaware Limited Liability Company ("Nitrogen").

RECITALS

1. Trustee and Nitrogen entered into that certain Settlement Agreement and Mutual Release dated November 11, 2005 (the "Agreement") resolving certain disputes in the Main Case.
2. The Trustee filed with the Court a Motion to Approve the Agreement as a settlement, which motion came for hearing before the Bankruptcy Court in the Main Case on November 21, 2005.
3. The Agreement was approved by the Court subject to two modifications requested by the Trustee and agreed to by Nitrogen.
4. The Trustee and Nitrogen enter into this Addendum to provide for the modifications to the Agreement to which they agreed.

BASED UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED BY REFERENCE INTO THE TERMS BELOW, THE TRUSTEE AND NITROGEN AGREE AS FOLLOWS:

1. **"As Is" Condition if Nitrogen North Track:** The following language shall be added at the end of Section 7, page 6 of the Agreement: "Nitrogen accepts the condition of the Nitrogen North Track in an as is where is condition as of the date of this Agreement."
2. **Recordation of Release:** In the second line of Section 13, page 7 of the Agreement, the words "at any time" are deleted and in their place the following words are inserted: "prior to July 1, 2006." The following sentence shall be added at the end of Section 13: "and Nitrogen shall record a release of this Agreement on the title to the Property on July 1, 2006 if it has previously recorded this Agreement."
3. **Definitions:** All definitions used in this Addendum shall be the same as those used in the Agreement.

4. Preservation: Except as modified by the Addendum, all terms of the Agreement shall remain in full force and effect. In the event of conflict between the terms of this Addendum and the Agreement, this Addendum shall control.

DATED and AGREED on the date last above written.

GENEVA NITROGEN, LLC
A Delaware Limited Liability Company

By: 
Steven R. Thompson
Its: Vice President & General Manager

JAMES T. MARKUS solely in his
Capacity as Chapter 11 Trustee of Geneva
Steel LLC

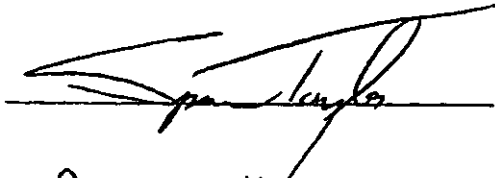
By: 

November 10, 2005

To Whom it May Concern:

CST Environmental Inc, hereby acknowledges and agrees that it will not be permitted to nor will it attempt to remove the rail trackage noted in green on the attached drawing until after July 1, 2006 so that such can remain in service until that time.

CST ENVIRONMENTAL INC.

A handwritten signature in black ink, appearing to read "Paul Taylor", is written over a horizontal line. The signature is stylized and cursive.

PROJECT MANAGER

