



ENTERED
06/05/2009

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

In re:	§	Case No. 05-21207
	§	
ASARCO LLC, <i>et al.</i> ,	§	Chapter 11
	§	
Debtors.	§	Jointly Administered
	§	

ORDER AND JUDGMENT APPROVING AMENDED SETTLEMENT AGREEMENT AND CONSENT DECREE REGARDING RESIDUAL ENVIRONMENTAL CLAIMS FOR THE COEUR D' ALENE, IDAHO, OMAHA, NEBRASKA, AND TACOMA, WASHINGTON SITES [DOCKET NOS. 10534, 10541, 11316, 11343, AND 11519]

Upon consideration of the Motion Under Bankruptcy Rule 9019 For Order Approving Settlement of Environmental Claims (the "Motion"); and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion has been provided as set forth in the Motion, and that no other or further notice need be provided; and it appearing that public comment on the Residual Environmental Settlement Agreement¹, which was filed on March 13, 2009, has occurred and the United States has filed its response to comments; and it further appearing that the relief requested in the Motion is in the best interests of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, for the reasons set forth in the Court's Findings of Fact and Conclusions of Law on Debtors' Motion For Order Approving Settlement of Environmental Claims, it is

ORDERED that the Residual Environmental Settlement Agreement, which sets forth a settlement of environmental claims by and between the United States, ASARCO, and the States of Washington and Nebraska, is approved; and it is further

¹ All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

ORDERED that, the Debtors are authorized to enter into and implement the Residual Environmental Settlement Agreement; and it is further

ORDERED that the Residual Environmental Settlement Agreement is fair, reasonable, and consistent with environmental law; and it is further

ORDERED that the standards set forth in *Protective Comm. for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414 (1968) and Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") or other applicable environmental law have been met with regard to the Residual Environmental Settlement Agreement; and it is further

ORDERED that the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated:

5 June 2009



RICHARD S. SCHMIDT
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

In re:)	
)	Case No. 05-21207
ASARCO LLC, et al.)	Chapter 11
)	
<u>Debtors.</u>)	

**AMENDED SETTLEMENT AGREEMENT AND CONSENT DECREE
REGARDING RESIDUAL ENVIRONMENTAL CLAIMS FOR THE
COEUR D’ALENE, IDAHO, OMAHA, NEBRASKA, AND
TACOMA, WASHINGTON ENVIRONMENTAL SITES**

WHEREAS, the Coeur d’Alene site, which is also known as the federally designated Bunker Hill Mining and Metallurgical Complex Superfund site, is located within the Coeur d’Alene River basin of northern Idaho and includes mining-contaminated areas in the Coeur d’Alene River corridor, adjacent floodplains, downstream water bodies, tributaries, and fill areas, as well as the 21-square-mile Bunker Hill “Box” located in the area surrounding the historic smelting operations, and contaminated soil, sediments, surface water, groundwater, fish, and migratory birds allegedly impacted by hazardous substance releases from historical mining, milling and smelting operations, as further described in the proofs of claim, and includes any location at which hazardous substances from this site have come to be located (the "Coeur d’Alene Site");

WHEREAS, the Omaha Lead Site is currently a 25 to 30 square mile federal Superfund site consisting of contaminated surface soils present at residential properties, child-care facilities, and other residential-type properties in the City of Omaha, Nebraska, including but not limited to properties in the Final Focus Area, that have been lead-

contaminated as a result of historic air emissions from smelting/refining and other lead industrial operations, as further described in the proofs of claim, and includes any location at which hazardous substances from the Omaha Lead Site have come to be located (the “Omaha Site”);

WHEREAS, the Tacoma site in Washington is a large area-wide site encompassing much of the City of Tacoma, Vashon Island, Pierce County, south King County, and northern Thurston County, that includes contaminated surface soils, which the State of Washington contends has been contaminated as a result of historic air emissions from arsenic and lead sources from a smelter operated by Debtor in Ruston, Washington, as further described in the proofs of claim, and includes any location at which hazardous substances from this property have come to be located (the "Tacoma Site");

WHEREAS, the Coeur d’Alene Site, the Omaha Site, and the Tacoma Site (collectively the “Residual Sites”) are sites which have been or will be the subject of environmental response and/or restoration activities;

WHEREAS, the United States on behalf of the Environmental Protection Agency (“EPA”), Department of Interior (“DOI”), and United States Department of Agriculture Forest Service (“USDA/FS” or “FS”) has alleged that ASARCO LLC, formerly known as ASARCO Incorporated (“ASARCO” or the “Debtor”), is a potentially responsible party with respect to the Coeur d’Alene Site and the Omaha Site;

WHEREAS, the State of Nebraska has alleged that ASARCO is a potentially responsible party with respect to the Omaha Site;

WHEREAS, the State of Washington has alleged that ASARCO is a potentially responsible party with respect to the Tacoma Site;

WHEREAS, the United States has alleged that it has incurred past response costs, and will incur additional future response costs under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (“CERCLA”), 42 U.S.C. §§ 9601 et seq., in connection with the Coeur d’Alene Site and the Omaha Site, and that there are natural resource damages with respect to the Coeur d’Alene Site, for which ASARCO allegedly is liable;

WHEREAS, the State of Washington has alleged that it has incurred past response costs, and will incur additional future response costs under CERCLA and the Model Toxics Control Act (“MTCA”), RCW 70.105D, the State’s analogue to CERCLA, and that there are natural resource damages, with respect to the Tacoma Site, for which ASARCO allegedly is liable;

WHEREAS, the State of Nebraska has alleged that it has incurred past response costs, and will incur additional future response costs under CERCLA, in connection with the Omaha Site, for which ASARCO is allegedly liable;

WHEREAS, on April 11, 2005, several of ASARCO’s wholly-owned direct or indirect subsidiaries (the “Asbestos Subsidiary Debtors”¹) filed their voluntary petitions in this Court; then ASARCO filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) on August 9, 2005 (the “Bankruptcy Case”);

¹ The Asbestos Subsidiary Debtors consist of the following five entities: Lac d’Amiante du Québec Ltée (f/k/a Lake Asbestos of Quebec, Ltd.); Lake Asbestos of Quebec, Ltd.; LAQ Canada, Ltd.; CAPCO Pipe Company, Inc. (f/k/a/ Cement Asbestos Products Company); and Cement Asbestos Products Company.

later in 2005, several other of ASARCO's wholly-owned direct or indirect subsidiaries (the "2005 Subsidiary Debtors")²) filed similar petitions for relief in this Court; next, on December 12, 2006, three more ASARCO subsidiaries (the "2006 Subsidiary Debtors")³) filed similar petitions for relief with this Court; finally, on April 21, 2008, six more direct or indirect ASARCO subsidiaries (the "2008 Subsidiary Debtors")⁴) filed similar petitions for relief with this Court (collectively with ASARCO, the Asbestos Subsidiary Debtors, the 2005 Subsidiary Debtors and the 2006 Subsidiary Debtors, the "Debtors"). The Debtors' cases are collectively referred to as the "Reorganization Cases;"

WHEREAS, the United States filed Proofs of Claim Nos. 8375, 11010, 10745, and 10746 in the Bankruptcy Case setting forth, inter alia, claims and causes of action against ASARCO under Section 107 of CERCLA for various past and future response costs and natural resource damages as defined under CERCLA in connection with the Coeur d'Alene Site and the Omaha Site;

WHEREAS, the United States asserted a protective claim in Proof of Claim No. 10746 with respect to ASARCO's obligations under applicable law to perform future work at, inter alia, the Coeur d'Alene Site;

² The 2005 Subsidiary Debtors are: ASARCO Consulting, Inc.; Encycle, Inc.; ALC, Inc.; American Smelting and Refining Company; AR Mexican Explorations Inc.; AR Sacaton, LLC, an Arizona limited liability company; Asarco Master, Inc.; Asarco Oil and Gas Company, Inc.; Bridgeview Management Company, Inc.; Covington Land Company; Government Gulch Mining Company, Limited; and Salero Ranch, Unit III, Community Association, Inc. Encycle/Texas, Inc. also filed a petition for relief; but its case, which was later converted to a chapter 7 case, is being administered separately.

³ The 2006 Subsidiary Debtors are: Southern Peru Holdings, LLC; AR Sacaton, LLC, a Delaware limited liability company; and ASARCO Exploration Company, Inc.

⁴ The 2008 Subsidiary Debtors are: Alta Mining and Development Company; Blackhawk Mining and Development Company, Limited; Green Hill Cleveland Mining Company; Peru Mining Exploration and Development Company; Tulipan Company, Inc.; and Wyoming Mining and Milling Company.

WHEREAS, ASARCO owns certain portions of the Coeur d'Alene Site as more particularly described in Attachment A hereto ("Coeur d'Alene Owned Properties") and the United States' Proof of Claim No. 10746 protectively set forth claims or causes of action for future response costs and work pursuant to ASARCO's status as a present owner of these parts of the Coeur d'Alene Site;

WHEREAS, on July 9, 2008, Debtors filed a Motion for Order Approving Settlement Agreement Regarding the Coeur d'Alene Box Site ("Box Operable Units") which consists of Operable Units One and Two of the Bunker Hill Mining and Metallurgical Complex Superfund site of the Coeur d'Alene Site (Docket No. 8336);

WHEREAS, the State of Washington filed Proofs of Claim numbered 10716-10733 and 11098-11115 setting forth, inter alia, claims against ASARCO under MTCA and Section 107 of CERCLA for various past and future response costs and natural resource damages as defined under MTCA and CERCLA, in connection with the Tacoma Site;

WHEREAS, on November 27, 2007, the Bankruptcy Court entered its Order Approving Partial Compromise and Settlement Regarding the Tacoma Smelter Plume Site (Docket Nos. 6364, 6137), which provided Washington an allowed claim of \$7 million for past costs and an allowed claim of \$7 million for natural resource damages at the Tacoma Smelter Site (hereafter referred to as the "Separately Settled State Matters");

WHEREAS, the Separately Settled State Matters reserved and did not in any way impact the settlement of the State of Washington's claims for future costs for the Tacoma Site as outlined in this agreement;

WHEREAS, the State of Nebraska filed Proofs of Claim numbered 10500 and 10501 setting forth, inter alia, claims against ASARCO under Section 107 of CERCLA for various past and future response costs as defined under CERCLA in connection with the Omaha Site;

WHEREAS, on March 23, 2007, the Bankruptcy Court entered a Case Management Order for the estimation of certain of ASARCO's environmental liabilities;

WHEREAS, on August 6-9 and 15, 2007, the Bankruptcy Court held a hearing to estimate the United States' and Nebraska's Proofs of Claim for the Omaha Site;

WHEREAS, on September 24-27, 2007, the Bankruptcy Court held a hearing to estimate the State of Washington's Proof of Claim for future costs for the Tacoma Site;

WHEREAS, on October 9-12, 2007, the Bankruptcy Court held a hearing to estimate the United States' Proofs of Claim for the Coeur d'Alene Site other than for the Box Operable Units;

WHEREAS, the United States' and Nebraska's Proofs of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated ASARCO's liability for the Omaha Site to be over \$406 million to the United States on behalf of EPA and over \$2.3 million to the State of Nebraska (see United States' and State of Nebraska's Post-Hearing Submissions Regarding the Omaha Lead Superfund Site (Docket No. 5808) and United States' and State of Nebraska's Proposed Order Estimating Claims for the Omaha Lead Superfund Site (Docket No. 5951));

WHEREAS, the United States' Proof of Claim, as updated by the United States' expert reports and proffers in connection with the estimation hearing, estimated past costs plus certain interest for the Coeur d'Alene Site (other than for the Box Operable Units) to

be over \$180 million (*see* Post-Hearing Brief of the United States of America With Respect to the Coeur d’Alene Basin Site in Idaho at 1 (Docket No. 6219));

WHEREAS, the United States’ Proof of Claim, as updated by the United States’ expert reports and proffers in connection with the estimation hearing, estimated the cost of the performance of future response work for the Coeur d’Alene Site (other than for the Box Operable Units) to be over \$2 billion (*see* Post-Hearing Brief of the United States of America With Respect to the Coeur d’Alene Basin Site in Idaho at 1 (Docket No. 6219));

WHEREAS, the United States’ Proof of Claim, as updated by the United States’ expert reports and proffers in connection with the estimation hearing, estimated natural resource damages including assessment costs for the Coeur d’Alene Site collectively to be over \$330 million;

WHEREAS, the State of Washington’s Proof of Claim, as updated by the State’s expert reports and proffers in connection with the estimation hearing, asserted a claim of \$112.66 million for future costs for the Tacoma Site (*see* State of Washington’s Pre-Trial Brief for the Tacoma Smelter Plume at 13 (Docket No. 5873));

WHEREAS, the Bankruptcy Court has not provided any estimation ruling with respect to the Coeur d’Alene, Omaha, and Tacoma Sites;

WHEREAS, Debtors on July 31, 2008, as amended on September 12, 2008 and September 25, 2008, filed a proposed a plan of reorganization (the “2008 Plan”) that incorporated in the 2008 Plan Exhibit 12 a resolution of the Proofs of Claim (as updated) of: (A) the United States for (i) the Coeur d’Alene Site (other than with respect to EPA’s claims and causes of action for the Box Operable Units which are being resolved separately and are hereafter referred to as the “Separately Settled Federal Matters”) and

(ii) the Omaha Site; (B) the Proof of Claim (as updated) of Washington for future costs at the Tacoma Site (other than with respect to the Separately Settled State Matters); and (C) the Proof of Claim of Nebraska for the Omaha Site, which were collectively denominated as the Residual Environmental Claims in the 2008 Plan;

WHEREAS, on September 22, 2008, the United States published notice of the proposed Residual Environmental Claims settlement agreement in the Federal Register at 73 Fed. Reg. 54620 (Sept. 22, 2008);

WHEREAS, the United States received one public comment on the proposed Residual Environmental Claims settlement agreement;

WHEREAS, on October 20, 2008, the Bankruptcy Court suspended all proceedings on the 2008 Plan;

WHEREAS, the parties to this Settlement Agreement have agreed that the Coeur d'Alene Owned Properties will be placed into an environmental custodial trust, the Successor Coeur d'Alene Custodial and Work Trust;

WHEREAS, the parties have agreed that the Successor Coeur d'Alene Custodial and Work Trust will, as successor in interest to ASARCO for this limited purpose, perform work approved by EPA for the Coeur d'Alene Site in satisfaction and fulfillment of all liability of ASARCO to perform work pursuant to CERCLA;

WHEREAS, the Debtors, the United States, and the States of Washington and Nebraska wish to enter into a settlement agreement for the Residual Environmental Claims that is separate from and not dependent on confirmation of any particular plan of reorganization;

WHEREAS, the parties hereto desire to settle, compromise and resolve their disputes without the necessity of a ruling by the Bankruptcy Court estimating the Residual Environmental Claims;

WHEREAS, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims and causes of action by the United States against ASARCO with respect to all past costs and potential future costs, natural resource damages, and the performance of any work relating to or in connection with the Coeur d'Alene Site and the Omaha Site other than the Separately Settled Federal Matters;

WHEREAS, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the State of Washington against ASARCO with respect to all potential future costs and the performance of any work relating to or in connection with the Tacoma Site other than the Separately Settled State Matters;

WHEREAS, this Settlement Agreement is intended to serve as a comprehensive settlement of the claims by the State of Nebraska against ASARCO with respect to all past costs and potential future costs and the performance of any work relating to or in connection with the Omaha Site;

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, the parties hereby agree to the terms and provisions of this Settlement Agreement ("Settlement Agreement"); and

WHEREAS, this Settlement Agreement is in the public interest, is fair and reasonable, and is an appropriate means of resolving this matter.

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon the consent and agreement of the parties by their attorneys and authorized officials, it is hereby agreed as follows:

I. DEFINITIONS

1. “Environmental Actions” shall mean any response, removal, remedial, investigation, remediation, reclamation, closure, post-closure, corrective actions, institutional controls, operation and maintenance activities selected and approved by the EPA, the State of Nebraska, and the State of Washington, as applicable.

2. “Prepetition ASARCO Environmental Trust” means the trust created pursuant to the Consent Decree entered in United States v. ASARCO Inc., et al., Civil Action No. 02-2079, filed in the United States District Court for the District of Arizona.

3. Terms not otherwise defined shall, as applicable, have the meanings provided for in CERCLA or otherwise applicable environmental law. In the case of a conflict between a term under CERCLA and otherwise applicable environmental law, CERCLA shall apply.

II. JURISDICTION

4. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

5. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the parties hereto, their legal successors and assigns, including any reorganized debtors under a confirmed plan of reorganization (the “Reorganized Debtors”), and any trustee, examiner or receiver appointed in the Bankruptcy Case.

IV. TERMS OF SETTLEMENT

6. In settlement and full satisfaction of all claims and causes of action against Debtors of the United States with respect to any and all costs of response incurred, or to be incurred, work to be performed and natural resource damages in connection with the Coeur d'Alene Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim (as updated) and other pleadings filed by the United States or evidence or matters presented to the Bankruptcy Court relating to the Coeur d'Alene Site but not including the Separately Settled Federal Matters):

- a. The United States on behalf of EPA shall have an allowed general unsecured claim of \$41.464 million for past costs and future oversight costs for the Site. Distributions received by the United States on behalf of EPA under this Subparagraph 6(a) shall be deposited in a Site-specific special account with respect to the Coeur d'Alene Site within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substances Superfund;
- b. The Successor Coeur d'Alene Custodial and Work Trust described in Paragraphs 16-30 below shall have an allowed general unsecured claim of \$359.179 million. The Successor Coeur d'Alene Custodial and Work Trust shall create two subaccounts as follows: (i) one general work account funded initially with distributions on an allowed general unsecured claim of \$330.25 million held by the Successor Coeur d'Alene Custodial and Work Trust which shall be used to perform work at the

Coeur d'Alene Site selected by EPA and (ii) a specialized work account funded initially with distributions on an allowed general unsecured claim of \$28.929 million held by the Successor Coeur d'Alene Custodial and Work Trust which shall be used to perform work selected by EPA as part of its comprehensive remedy at the Coeur d'Alene Site and prioritized by DOI and USDA/FS as co-Natural Resource Trustees;

- c. The Successor Coeur d'Alene Custodial and Work Trust described in Paragraphs 16-30 below shall have an allowed administrative expense claim of \$14 million (except as reduced in Paragraph 6(e) below) which shall be used to perform work and pay future environmental costs and administrative costs with respect to the Coeur d' Alene Owned Properties. The allowed administrative expense claim shall be paid simultaneously with the transfer of the Coeur d' Alene Owned Properties to the Successor Coeur d'Alene Custodial and Work Trust as provided in Paragraph 16 below; and
- d. The United States, on behalf of DOI and USDA/FS, as co-Natural Resources Trustees, shall have an allowed general unsecured claim of \$67.5 million to be deposited into the DOI Natural Resource Damages Account 14X5198.
- e. The amount of the administrative claim in favor of the Coeur d'Alene Custodial and Work Trust in Subparagraph 6(c) shall be reduced to reflect actual expenditures by Debtors at the Coeur d'Alene Owned Properties for

Capital Expenditure Response Costs⁵ for work performed between February 1, 2009 and the Effective Date. Such costs shall not be associated with the Prepetition ASARCO Environmental Trust. Such response costs must be approved in writing in advance by EPA. Debtors shall include an estimate of the expenditures in any such request. EPA shall seek to respond within 10 business days of any requests for approval of expenditures. If EPA has ordered or otherwise directed that ASARCO perform specific remediation at the Coeur d'Alene Owned Properties between February 1, 2009 and the Effective Date, but rejects ASARCO's proposed plan and related Capital Expenditure Response Costs for such work, EPA may provide an alternative plan to accomplish the remediation within 10 business days after the rejection. If, in the case of an order or other direction by EPA and, either EPA fails to respond within 10 business days of any requests for approval of expenditures or EPA fails to provide an alternative within 10 business days, and EPA does not indicate or otherwise agree that ASARCO should delay work until EPA responds or provides an alternative plan for remediation, then ASARCO may perform work and seek approval from the Bankruptcy Court for determination of appropriate credit for the performance of such work; provided, however, this Paragraph is subject to Paragraph 14. Following completion of any work under this Paragraph, the Debtor shall provide documentation to EPA of the exact amount of the expenditure. No reduction shall be made

⁵ "Capital Expenditure Response Costs" are third party contractor costs for response actions that are capital expenditures and are not operations and maintenance expenditures and which are consistent with the

for expenditures of Debtors that are not reimbursements of third party contractors. No reduction shall be made for expenditures on property not owned by Debtors.

7. In settlement and full satisfaction of all claims and causes of action against Debtors of the United States with respect to any and all costs of response incurred, or to be incurred, in connection with the Omaha Site (including but not limited to the liabilities and other obligations asserted in the United States' Proofs of Claim (as updated) and other pleadings filed by the United States or evidence or matters presented to the Bankruptcy Court relating to the Site), the United States on behalf of EPA shall have an allowed general unsecured claim of \$186.5 million for the Site. Distributions received by the United States on behalf of EPA under this Paragraph 7 shall be deposited in a Site-specific special account with respect to the Omaha Site within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site. If any proceeds remain in the EPA's Site-specific special account after all work at the Omaha Site is completed, the money will be paid to the State of Nebraska pursuant to Paragraph 8 of this Settlement Agreement, with any remaining funds then transferred to the Hazardous Substance Superfund.

8. In settlement and full satisfaction of all claims and causes of action against Debtors of the State of Nebraska with respect to any and all costs of response incurred, or to be incurred, in connection with the Omaha Site (including but not limited to the liabilities and other obligations asserted in Nebraska's Proof of Claim (as updated) and other pleadings filed by Nebraska or evidence or matters presented to the Bankruptcy Court relating to the Site), the State of Nebraska shall have an allowed general unsecured

claim of \$1 million for the Site. In addition, in the event that any proceeds from Debtors remain in EPA's Site-specific account for the Omaha Site when the cleanup at that site is complete, EPA shall pay to Nebraska 3.5% of such remaining proceeds.

9. In settlement and full satisfaction of all claims and causes of action against Debtors of the State of Washington with respect to any and all costs of response incurred, or to be incurred, work to be performed and natural resource damages in connection with the Tacoma Site (including but not limited to the liabilities and other obligations asserted in the State's Proof of Claim (as updated) and other pleadings filed by the State or evidence or matters presented to the Bankruptcy Court relating to the Site but not including the Separately Settled State Matters), the State of Washington shall have an allowed general unsecured claim of \$80.357 million.

10. All allowed claims and payments required under this Settlement Agreement shall not be subordinated to other general unsecured claims pursuant to any provisions of the Bankruptcy Code or other applicable law that may be contended to authorize or provide for subordination of allowed claims, including without limitation Sections 105 and 510 of the Bankruptcy Code.

11. Although the claims granted to the United States in Subparagraphs 6(a), 6(d), and 7, above, are described as general unsecured claims, this description is without prejudice to the United States' alleged secured right of set-off against ASARCO's claim for tax refunds and nothing in this Settlement Agreement shall modify or waive such alleged secured claim of set-off.

12. Nothing in this Settlement Agreement shall be construed to preclude, impair, reduce, or adversely affect any recovery of post-petition interest on allowed claims under any plan of reorganization.

13. With respect to the allowed unsecured claims set forth in Subparagraphs 6(a), 6(d), 7, 8, and 9, above, for the United States on behalf of EPA, DOI, and FS, for the State of Washington, and for the State of Nebraska, only the amount of cash received respectively by each such agency or each such State for such allowed unsecured claims (and net cash received by each such agency or each such State on account of any non-cash distributions) in the Bankruptcy Case, and not the total amount of the allowed unsecured claims, shall be credited by each such agency or each such State to its account for a particular site, which credit shall reduce the liability to such agency or such State of non-settling potentially responsible parties (or responsible parties that have only partially settled their liability) for the particular site by the amount of the credit.

14. It is the express intent of the parties that Debtors' total financial obligations at the Coeur d'Alene Owned Properties shall not exceed the amount of funding provided for the Trust in Subparagraph 6(c); provided, however, this Paragraph: (i) does not apply to funds expended from the Prepetition ASARCO Environmental Trust; (ii) does not apply to the Separately Settled Federal Matters; (iii) does not limit the United States' and States' reservation of rights for liability in Paragraph 42, subpart (iii); (iv) does not impair in any way the allowed general unsecured claims under Subparagraphs 6(a) and 6(b) or preclude EPA, in its sole discretion, from using or requesting the use of, as applicable, any part of such proceeds from those allowed claims at the Coeur d'Alene Owned Properties; and (v) does not limit the amount of penalties

relating to Debtors' conduct occurring between February 1, 2009 and the Effective Date pursuant to Paragraph 31; and (vi) does not apply to any costs required to be incurred prior to the Effective Date that are not Capital Expenditure Response Costs.

15. The United States, the State of Nebraska, and the State of Washington (collectively, the "Governments") agree that they will not oppose the below provisions in any plan of reorganization in the Reorganization Cases that provides for an entity to administer the plan of reorganization for the benefit of the creditors, assets or funds held by the entity administering the plan of reorganization for the benefit of the creditors, or provides for a Reorganized Debtor and which is consistent with this Consent Decree and Settlement Agreement and contains provisions A and B below (a "Qualifying Plan"):

A. The releases, discharges, satisfactions, exonerations, exculpations and injunctions provided under this Plan and the Confirmation Order shall not apply to any liability to a governmental agency arising after the Effective Date; provided, however, that, no governmental agency shall assert any claim or other cause of action under Environmental Laws against the entities administering the plan of reorganization for the benefit of the creditors, the assets or funds being held by the entities administering the plan of reorganization for the benefit of the creditors, or Reorganized Debtors based on or arising from acts, omissions or conduct of the Debtors prior to February 1, 2009 (including but not limited to continuing releases related to acts, omissions or conduct prior to February 1, 2009) except provided, further, however, nothing in the Plan or the Confirmation Order: (i) precludes the enforcement of the Hayden Settlement Agreement, the

Mission Mine Settlement Agreement, or the Arizona NRD Settlement Agreement as provided therein; (ii) shall prevent the Governments or Custodial Trusts from recovering under any confirmed Plan on any allowed claim or payment due with respect to any Site listed on Attachment C, or for any allowed claim for a permit fee or similar assessment or charge owed to the Governments under Environmental Laws; (iii) releases, discharges, precludes, or enjoins the enforcement of any liability to a governmental agency under Environmental Law that any Entity is subject to as the current owner or current operator of property after the Effective Date; (iv) releases, discharges, precludes, or enjoins any allowed claim or liability of Debtor's estate as the current owner or current operator of property between February 1, 2009 and the Effective Date; (v) for sites covered by an approved Custodial Trust Settlement Agreement, permits the Governments or Custodial Trusts to recover more than permitted under the approved Custodial Trust Settlement Agreement, nor does it affect the covenants not to sue in the Custodial Trust Settlement Agreements or the reservation of rights; (vi) releases, discharges, precludes, or enjoins any on-site liability of Debtors' estate as the owner, operator or lessee of the Ray Mine, the Mission Mine, the Hayden Smelter, the Amarillo Copper Refinery, the Tucson Office, or the Ventura Warehouse; (vii) precludes enforcement by the United States or a State of any requirements under an Environmental Custodial Trust Agreement against an Environmental Custodial Trustee; or (viii) releases, discharges,

precludes, or enjoins the enforcement of liability to a Governmental Unit under Environmental Law for criminal liability (except to the extent that such liabilities are dischargeable).

B. Prepetition ASARCO Environmental Trust:

The Prepetition ASARCO Environmental Trust shall remain in existence, and shall be unaffected by the Reorganization Cases or any related settlements. The entity administering the plan of reorganization for the benefit of the creditors or Reorganized Debtors shall succeed to ASARCO's administrative role, and shall, in its/their sole discretion, act as Performing Entity (as defined in the trust) from time to time, but shall assume no affirmative liabilities or obligations associated with that role. The funds remaining in the Prepetition ASARCO Environmental Trust are separate from and without prejudice to the distributions to be made to holders of environmental claims under this Plan.

To allow for the possibility that AMC fails to make a required payment due under the note that funds the Prepetition ASARCO Environmental Trust, the plan will provide distributions shall be held back in an amount equal to the amount that the Prepetition ASARCO Environmental Trust would receive if AMC were to have made the required payment, \$25 million plus accrued interest in accordance with the note, and place such amount in the Prepetition ASARCO Environmental Trust Escrow. In the event that AMC fails to make any of the payments remaining due under the note, the Plan Administrator and the United States shall reasonably

cooperate in determining the most efficient mechanism to recover the amounts owed by AMC. Upon AMC's payment of amounts due under the note, the Plan Administrator may release a corresponding amount from the Prepetition ASARCO Environmental Trust Escrow and distribute such funds in accordance with the terms and conditions of this Plan and the Confirmation Order.

For the avoidance of doubt, if a plan is confirmed that contains the provisions above, and if there is a site at which acts, omissions or conduct by the Debtors created liability under Environmental Laws prior to February 1, 2009 (other than those sites listed on Attachment C and sites owned by the Debtors as of February 1, 2009), no government agency may bring a cause of action or recover under Environmental Laws from the Debtors' estate, the entity administering the plan of reorganization for the benefit of the creditors, assets or funds held by the entity administering the plan of reorganization for the benefit of the creditors, or Reorganized Debtors, even if the government agencies are not currently aware of such liability. This shall not prevent any governmental agency from filing a claim or otherwise taking action to enforce or perfect rights in the event a Qualifying Plan is not confirmed. Debtors agree that any plan of reorganization that they file or support will be consistent with this Consent Decree and Settlement Agreement. The United States also agrees that it will not object to a provision in a Qualified Plan that provides that the United States' claims for the Kelly Mine Site and the Blue Ledge Site will be general unsecured, subordinated claims.

All of the provisions of this Paragraph and Settlement Agreement shall apply solely to civil liability under Environmental Laws. The Governments and Debtors reserve all rights with respect to criminal liability or Plan provisions as they may relate to criminal liability.

The Governments have agreed to the language of this Paragraph based on the highly unique facts and circumstances present in this case and nothing in the Paragraph shall be treated as precedential in any other bankruptcy case.

V. THE SUCCESSOR COEUR D'ALENE CUSTODIAL AND WORK TRUST

16. On the effective date of the plan of reorganization that is ultimately confirmed by the Bankruptcy Court (hereinafter, the effective date of such plan shall be referred to as the "Effective Date"), and simultaneously with the initial distribution in respect of the administrative claim for the Successor Custodial and Work Trust ("Trust"), the Trust shall be established and shall own and take title to the Coeur d'Alene Owned Properties and Debtors will transfer any related permits to the Trust. The purposes of the Trust will be to: (a) act as a successor to ASARCO solely for the purpose of performing, managing, and funding implementation of Environmental Actions selected by EPA for the portions of the Coeur d'Alene Site that are not owned by ASARCO and the portions that are owned by ASARCO, (b) own the Coeur d'Alene Owned Properties, (c) carry out administrative functions related to the performance of work by the Trust at both the not owned and owned portions of the Coeur d'Alene Site and other administrative functions with respect to the Coeur d'Alene Owned Properties as set forth herein, and (d) ultimately to sell or transfer all or part of the Coeur d'Alene Owned Properties, if possible. Assets of the Trust shall be held in trust solely for all of the above

purposes. EPA shall be the sole beneficiary of the Trust. The Trust shall be funded as specified in Subparagraphs 6(b) and (c) above and the Trustee shall establish and fund the general work account and specialized work account as provided in Subparagraphs 6(b) and (c). On the Effective Date, when the Trust is established and distributions are made in respect of the administrative claim for the Trust, the Coeur d'Alene Owned Properties shall be conveyed by the Debtors to the Trust by quit claim deed and the Debtors shall retain no ownership or other interest whatsoever in the Coeur d'Alene Owned Properties. Debtors, Reorganized Debtors, or the entity administering the plan of reorganization for the benefit of the creditors, as applicable, will cooperate with the Governments and the Custodial Trustee to record or cause to be recorded in the appropriate real property records the transfer documents within five business days of the Effective Date.

17. On the Effective Date of the plan of reorganization that is ultimately approved, Dan Silver (the "Trustee"), not individually but solely in the representative capacity of trustee, shall be appointed as the Trustee to administer the Trust in accordance with a Trust Agreement substantially in the form attached hereto as Attachment B.

18. Upon his appointment, the Trustee shall at all times seek to have the Trust treated as a "qualified settlement fund" as that term is defined in Treasury Regulation section 1.468B-1. Approval of the Bankruptcy Court shall be sought, and the Bankruptcy Court shall retain continuing jurisdiction over the Trust sufficient to satisfy the requirements of Treasury Regulation section 1.468B-1. The Trustee shall not elect to have the Trust treated as a grantor trust. The Trust will be treated as a separate taxable entity. The Trustee shall cause any taxes imposed on earnings of the Trust to be paid out

of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Trust under applicable tax laws. The Trustee shall be the “administrator” of the Trust pursuant to Treasury Regulation section 1.468B-2(k)(3).

19. The Trustee shall use all Trust funding (including any interest earned thereon) to implement Environmental Actions selected and approved by EPA for the Coeur d’Alene Site and any administrative costs of the Trust. By January 1 of each year following the Effective Date of the plan of reorganization that is ultimately approved, the Trustee shall provide to EPA a balance statement, proposed budget, proposed work plan, and schedule for work to be performed for the coming year. EPA shall have the authority to approve or disapprove the proposed budget, proposed work plan, and schedule. The Trustee shall expend funds consistently with the approved budget, approved schedule and EPA approved work plans. The Trustee and EPA may enter into consent decrees or administrative orders on consent for the performance of work.

20. Upon the completion of Environmental Actions and reimbursement of any costs therefore for the Coeur d’Alene Site, any funds remaining in the Trust shall be transferred: (a) first, in accordance with instructions provided by the United States Department of Justice to any of the other custodial trusts established pursuant to the global environmental settlement agreements⁶ in the Reorganization Cases with remaining remediation or restoration to be performed and a need for additional trust funding; (b) second, to the Superfund.

⁶ These settlement agreements consist solely of the Amended Consent Decree and Settlement Agreement Establishing a Custodial Trust for Certain Owned Sites in Alabama, Arizona, Arkansas, Colorado, Illinois, Indiana, New Mexico, Ohio, Oklahoma, Utah, and Washington; Consent Decree and Settlement Agreement Regarding the Montana Sites; and the Consent Decree and Settlement Agreement Establishing a Custodial Trust for the Owned Smelter Site in El Paso, Texas and the Owned Zinc Smelter Site in Amarillo, Texas.

21. In the event that the Trust exacerbates conditions at the Coeur d'Alene Site, is seriously or repeatedly deficient or late in performance of the work or violates the provisions of this Agreement, the Trust Agreement or other related implementation agreements including any consent decrees or administrative orders on consent, the United States Department of Justice may direct that all remaining funds in the Trust be paid to an EPA special account for the Coeur d'Alene Site for use consistent with the terms of this Settlement Agreement.

22. The United States and the Debtors shall not be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Trust or the Trust Parties (as defined below), or to be an owner or operator of the Coeur d'Alene Site on account of this Settlement Agreement or actions contemplated thereby.

Trust Parties

23. The Trust, the Trustee, and the Trustee's shareholders, officers, directors, employees, consultants, agents or other parties, professionals or representatives employed by the Trust or Trustee (the "Trust Parties") shall be deemed to have resolved their civil liability under CERCLA to the United States and have contribution protection to the maximum extent permitted by law for matters addressed in this Settlement Agreement with respect to the Coeur d'Alene Site. The matters addressed in this Settlement Agreement with respect to the Trust Parties include all costs of response incurred or to be incurred and natural resource damages relating to or in connection with the Coeur d'Alene Site. In no event shall the Trust Parties be held liable to any third parties for any liability, action, or inaction of Debtors or any other Party, including each other.

24. The Trust and Trustee shall take such actions and execute such documents as are reasonably requested by Debtors with respect to effectuating the transactions contemplated herein, provided that such actions are not inconsistent with the terms of this Settlement Agreement. To the extent that Debtors request the Trust and the Trustee to take such an action, the Trust and the Trustee shall do so at the sole expense of Debtors.

25. The Trust Parties shall not be personally liable unless the Bankruptcy Court, by a final order, finds that they were negligent or committed fraud or willful misconduct after the Effective Date of the plan of reorganization that is ultimately approved in relation to the Trustee's duties. The Trust Parties shall be indemnified, defended and held harmless from and against all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorney's fees) to the fullest extent permitted by applicable law (and any judgment and costs of defense shall be paid from the Trust funds without the Trust Parties having to first pay from their own funds) for any personal liability or costs of defense unless a determination is made by a final order of the Bankruptcy Court finding that they were negligent or committed fraud or willful misconduct in relation to the Trust or the Trustee's duties.

26. The Trust Parties are exculpated by all persons, including without limitation, holders of claims or other parties in interest, of and from any and all claims, causes of action and other assertions of liability relating in any way to Debtors or arising out of the ownership of Trust assets and the discharge of the powers and duties conferred upon the Trust and/or Trustee by this Settlement Agreement or any order of court entered pursuant to or in furtherance of this Settlement Agreement, or applicable law or otherwise. No person, including without limitation, holders of claims and other parties in

interest, will be permitted to pursue any claims or causes of action against any Trust Party for any claim against Debtors, for making payments in accordance with this Settlement Agreement or any order of court, or for implementing the provisions of any plan of reorganization, this Settlement Agreement or any order of court. Nothing in this Paragraph or the Settlement Agreement shall preclude the governments from enforcing the terms of this Settlement Agreement, the Trust Agreement or other related implementation agreements, including any consent decrees or administrative orders on consent against the Trust Parties.

27. Except as may otherwise be provided herein: (a) the Trust Parties may rely, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or omitted to be taken in accordance with the advice thereof; and (c) persons dealing with the Trust Parties shall look only to the Trust assets that may be available to them consistent with the Settlement Agreement to satisfy any liability incurred by the Trust Parties to such person in carrying out the terms of this Agreement or any order of the Bankruptcy Court and the Trust Parties shall have no personal obligations to satisfy any such liability.

Coeur d'Alene Owned Properties

28. The Trust shall implement any institutional controls or deed restrictions requested by EPA with respect to the Coeur d'Alene Owned Properties.

29. The Trust shall provide the United States and the State of Idaho and their representatives access to the Coeur d'Alene Owned Properties at all reasonable times for the purposes of conducting response actions, investigations, sampling, assessment, planning, restoration planning, restoration activities, or related activities at or near the Coeur d'Alene Owned Properties. The Trust shall execute and record with the appropriate recorder's office any easements or deed restrictions requested by EPA for restrictions on use of the Coeur d'Alene Owned Properties in order to protect public health or safety or ensure non-interference with or protectiveness of response action.

30. The United States or a governmental unit that is a designee thereof, may at any time propose in writing to take title to any of the Coeur d'Alene Owned Properties or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by EPA. The Trustee may at any time seek the approval of EPA for the sale or lease or other disposition of all or part of the Coeur d'Alene Owned Properties. In the event of any approved sale or lease or other disposition under this Paragraph, the net proceeds from the sale or lease or other disposition shall be used only in accordance with the requirements for other Trust funds.

VI. OUTSTANDING OBLIGATIONS

31. All obligations of Debtors to perform work pursuant to any outstanding Consent Decree, Unilateral Administrative Order, or Administrative Order on Consent regarding any of the Residual Sites (other than the Box Operable Units and any liabilities to the United States for the Tacoma Site which are dealt with by separate settlements), and any statutory, stipulated, or other penalties allegedly due from Debtors as of the

Effective Date (except as provided in this Paragraph below and in Paragraph 43), are fully resolved and satisfied by this Settlement Agreement, and Debtors shall be removed as a party to such orders or decrees pursuant to the terms hereof on the Effective Date (as defined in Paragraph 16); provided, however, that all requirements to retain records shall remain in full force and effect until the confirmation of a plan of reorganization, and that Debtors shall produce, or make available for production in the state and condition in which such records are found any such records so retained to EPA, the DOI, USDA/FS, or any State with respect to a Site as to which such State is a party to any order or consent decree, in accordance with the terms of Paragraph 32. A government agency may not impose any other statutory, stipulated, or other penalties allegedly due from Debtors for Debtors' conduct occurring between February 1, 2009 and the Effective Date with respect to the Coeur d'Alene Owned Properties unless it has given notice to the Debtors, the Official Committee of Unsecured Creditors of ASARCO LLC, the Official Committee of Unsecured Creditors for the Subsidiary Debtors, and the Future Claims Representative of the terms of any potentially applicable statutory, stipulated, or other penalties prior to the date the Debtor's allegedly actionable conduct occurred. Moreover, if a government agency seeks to impose any such penalties, the amount of the penalty and circumstances under which it is imposed shall be negotiated before the penalty is applied.

32. Between the date this Settlement Agreement is lodged with the Bankruptcy Court and the date a plan of reorganization is confirmed by the Bankruptcy Court, EPA, DOI, USDA/FS, or any State may request Debtors provide or make available any records that have been retained pursuant to any Order or Decree to which such agency or State is a party. Debtors shall produce such records, or make such records

available for production in the state and condition in which such records are found, to the requesting party within thirty (30) days of any such request and in any event prior to the confirmation of a plan of reorganization.

VII. COVENANTS NOT TO SUE

33. With respect to the Coeur d'Alene Site (including releases of hazardous substances from any portion of such Site, and all areas affected by natural migration of such substances from such Site) and except for the Separately Settled Federal Matters and as specifically provided in Section VIII (Reservation of Rights), the United States, on behalf of EPA, DOI, and USDA/FS, covenants not to sue or assert any civil claims or causes of action against Debtors, Reorganized Debtors, and the Trust Parties pursuant to Sections 106, 107(a), of CERCLA, 42 U.S.C. §§ 9606, 9607(a); RCRA § 7003, 42 U.S.C. § 6973, Clean Water Act § 311, 33 U.S.C. § 1321; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim (as updated).

34. With respect to the Omaha Site (including releases of hazardous substances from any portion of such Site, and all areas affected by natural migration of such substances from such Site) and except as specifically provided in Section VIII (Reservation of Rights), the United States, on behalf of EPA, and the State of Nebraska covenant not to sue or assert any civil claims or causes of action against Debtors, Reorganized Debtors, and the Trust Parties pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a); RCRA § 7003, 42 U.S.C. § 6973; any similar state law; or any liabilities or obligations asserted in the United States' Proofs of Claim (as updated).

35. With respect to the Tacoma Site (including releases of hazardous substances from any portion of such Site, and all areas affected by natural migration of such substances from such Site) and except for the Separately Settled State Matters and as specifically provided in Section VIII (Reservation of Rights), the State of Washington covenants not to sue or assert any civil claims or causes of action against Debtors, Reorganized Debtors, and the Trust Parties pursuant to Sections 107(a) of CERCLA, 42 U.S.C. § 9607(a); RCRA § 7002, 42 U.S.C. § 6972; Clean Water Act § 311, 33 U.S.C. § 1321; MTCA, RCW 70.105D; any similar state law; or any liabilities or obligations asserted in the State's Proof of Claim (as updated).

36. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any claims that are not addressed by this Settlement Agreement.

37. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraphs 33-35 and notwithstanding any other provision of this Settlement Agreement, such covenants not to sue shall also apply to Debtors', Reorganized Debtors', and the Trust Parties' successors, assigns, officers, directors, employees, and trustees, but only to the extent that the alleged liability of the successor, assign, officer, director, employee, or trustee of Debtors, Reorganized Debtors, and the Trust Parties is based solely on its status as and in its capacity as a successor, assign, officer, director, employee, or trustee of Debtors, Reorganized Debtors, and the Trust Parties.

38. The covenants not to sue contained in Paragraphs 33-35 of this Settlement Agreement extend only to Debtors, Reorganized Debtors, and the Trust Parties and the

persons described in Paragraph 37 above and do not extend to any other person. Nothing in this Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than Debtors, Reorganized Debtors, and the Trust Parties, the Governments, and the persons described in Paragraph 37. The Governments, Debtors, Reorganized Debtors, and the Trust Parties expressly reserve all claims, demands, and causes of action either judicial or administrative, past, present or future, in law or equity, which the Governments, Debtors, Reorganized Debtors, or the Trust Parties may have against all other persons, firms, corporations, entities, or predecessors of ASARCO for any matter arising at or relating in any manner to the Coeur d'Alene, Omaha, and Tacoma Sites and/or the Residual Environmental Claims addressed herein.

39. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States or the State to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or similar state laws, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States or the State pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information-gathering authority of the United States or the State under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal law or regulation, or similar state laws, or to excuse the Debtors from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal law or regulation.

40. Debtors, Reorganized Debtors, and the Trust Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, and Debtors and the Reorganized Debtors covenant not to sue and agree not to assert claims

or causes of action against the Trust Parties, except as specifically provided in Section VIII (Reservation of Rights) with respect to the Coeur d'Alene Site (other than for the Separately Settled Federal Matters), and against the United States and State of Nebraska with respect to the Omaha Site, including but not limited to: any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. §§ 9606(b), 9607, 9611, 9612, 9613, or any other provision of law; any claims against the United States, including any of their departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; and any claims arising out of the response activities at the Coeur d'Alene and Omaha Sites. Nothing in this Settlement Agreement shall be construed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611 or 40 C.F.R. § 300.700(d).

41. Debtors and Reorganized Debtors covenant not to sue and agree not to assert any claims or causes of action, except as specifically provided in Section VIII (Reservation of Rights), against the State of Washington with respect to the Tacoma Site (other than for the Separately Settled State Matters), including but not limited to: any direct or indirect claim for reimbursement under state law; any claims against the State, including any of its departments, agencies or instrumentalities, under Section 107 or 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; and any claims arising out of the response activities at the Tacoma Site.

VIII. RESERVATION OF RIGHTS

42. The covenants not to sue set forth in Section VII do not pertain to any matters other than those expressly specified therein. The Governments reserve, and this Settlement Agreement is without prejudice to, all rights against the Debtors, Reorganized Debtors, and the Trust Parties or other persons with respect to all other matters, including but not limited to: (i) Separately Settled Federal Matters and Separately Settled State Matters; (ii) any action to enforce the terms of this Settlement Agreement or the Trust Agreement; and (iii) liability for response costs, natural resource damages (including natural resource damage assessment costs), and injunctive relief under CERCLA Sections 106 and 107, or similar state laws, for Debtors' or Reorganized Debtors' future acts creating liability under CERCLA, or similar state laws, that occur after the Closing Date. Debtors' or Reorganized Debtors' future acts creating liability under CERCLA or similar state laws do not include continuing releases related to Debtors' conduct prior to the Closing Date. Nothing in this Settlement Agreement shall affect or waive any rights, claims, or causes of action of the United States for the Tacoma Site. Nothing in this Settlement Agreement shall affect or waive any covenant not to sue or contribution protection Debtors or Reorganized Debtors have regarding the Tacoma Site.

43. Subject to the provisions of Paragraph 6(e) hereof, the United States reserves its rights against Debtors related to the Coeur d'Alene Owned Properties until the Effective Date; provided, however, this Paragraph is subject to Paragraph 14.

44. Debtors and the Reorganized Debtors reserve, and this Settlement Agreement is without prejudice to all rights against the United States and the States with respect to (a) all matters other than those set forth in Paragraphs 40-41, and (b) any action to enforce their rights under the terms of this Settlement Agreement. In addition,

Debtors' and the Reorganized Debtor's covenant not to sue under Paragraphs 40-41 shall not apply in the event that the United States or a State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 42 (i) and (iii), but only to the extent that Debtors' or the Reorganized Debtor's claims arise from the same response action, response costs, or damages that the United States or the state is seeking pursuant to the applicable reservations.

45. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement.

IX. CONTRIBUTION PROTECTION

46. The parties hereto agree that, as of the Closing Date, Debtors and Reorganized Debtors are entitled to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), RCW 70.105D.040(d), or similar state law for matters addressed in this Settlement Agreement, except with respect to the allowed claims of Hecla Limited ("Hecla") with respect to the Box Operable Units pursuant to Debtor's separate settlement with Hecla. The matters addressed in this Settlement Agreement include all costs of Environmental Actions and natural resource damages incurred or to be incurred by the United States, the States, or any other person relating to or in connection with the Coeur d'Alene and Omaha Sites (other than the Separately Settled Federal Matters or the past costs of Hecla), and all costs of Environmental Actions incurred or to be incurred by the State of Washington or any other person relating to or in connection with the Tacoma Site other than the Separately Settled State Matters and the costs incurred or to be incurred by the United States for the

Tacoma Site (the United States' costs for the Tacoma Site are addressed separately in the Amended Settlement Agreement regarding Miscellaneous Federal and State Environmental Sites.)

X. PUBLIC COMMENT

47. This Settlement Agreement will be subject to a supplemental public comment period following notice published in the Federal Register, which may take place concurrent with the judicial approval process under Paragraph 48 hereof. The United States reserves the right to withdraw or withhold its consent if the public comments regarding the Settlement Agreement disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate. At the conclusion of the supplemental public comment period, the United States will provide the Court with copies of any public comments and its response thereto.

XI. JUDICIAL APPROVAL

48. The settlement reflected in this Settlement Agreement shall be subject to approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. The Debtors shall move promptly for court approval of this Settlement Agreement and shall exercise commercially reasonable efforts to obtain such approval.

XII. RETENTION OF JURISDICTION

49. The Bankruptcy Court shall retain jurisdiction over both the subject matter of this Settlement Agreement and the parties hereto, for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply to the Bankruptcy Court at any time for such further order, direction and relief as may be necessary or appropriate for the construction or

interpretation of this Settlement Agreement, or to effectuate or enforce compliance with its terms.

XIII. CLOSING DATE

50. This Settlement Agreement shall be effective after the close of the supplemental public comment period in Paragraph 47 hereof, and upon approval by the Bankruptcy Court pursuant to Paragraphs 47 and 48 of this Settlement Agreement.

XIV. SIGNATORIES/SERVICE

51. The signatories for the parties each certify that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally such Party to this document.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

Date: 3/13/09


John C. Cruden
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: 3/10/09


Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources
Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

Catherine R. McCabe
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

Date: _____

Michelle L. Pirzadeh
Acting Regional Administrator, Region 10
U.S. Environmental Protection Agency

Date: _____

William W. Rice
Acting Regional Administrator, Region 7
U.S. Environmental Protection Agency

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U.S. Department of Justice

Date: _____

Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources
Division
Environmental Enforcement Section
U.S. Department of Justice

Date: 2/27/09

Catherine R. McCabe
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

Date: _____

Michelle L. Pirzadeh
Acting Regional Administrator, Region 10
U.S. Environmental Protection Agency

Date: _____

William W. Rice
Acting Regional Administrator, Region 7
U.S. Environmental Protection Agency

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Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: _____

Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources
Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

Catherine R. McCabe
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

Date: 2/25/09

Michelle L. Pirzadeh
Acting Regional Administrator, Region 10
U.S. Environmental Protection Agency

Date: _____

William W. Rice
Acting Regional Administrator, Region 7
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES

Date: _____

John C. Cruden
Acting Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

Date: _____

Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources
Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

Catherine R. McCabe
Acting Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

Date: _____

Michelle L. Pirzadeh
Acting Regional Administrator, Region 10
U.S. Environmental Protection Agency

Date: _____

William W. Rice
Acting Regional Administrator, Region 7
U.S. Environmental Protection Agency

FOR THE STATE OF WASHINGTON

Robert M. McKenna
Attorney General

Date: 2-23-09

Elliott Furst
Senior Counsel
Attorney General of Washington
Ecology Division

FOR THE STATE OF NEBRASKA

Jon Bruning
Nebraska Attorney General

Date: _____

Katherine J. Spohn
Assistant Attorney General

Date: _____

Annette Kovar
Legal Counsel
and Special Assistant Attorney General
Nebraska Department of Environmental
Quality

FOR THE STATE OF WASHINGTON

Robert M. McKenna
Attorney General

Date: _____

Elliott Furst
Senior Counsel
Attorney General of Washington
Ecology Division

FOR THE STATE OF NEBRASKA

Jon Bruning
Nebraska Attorney General

Date: 2/18/09

Katherine J. Spohn
Assistant Attorney General

Date: 2-19-09

Annette Kovar
Legal Counsel
and Special Assistant Attorney General
Nebraska Department of Environmental
Quality

FOR ASARCO LLC; GOVERNMENT GULCH MINING CO., LTD.; AMERICAN SMELTING AND REFINING CO.; ENCYCLE, INC.; ALC, INC.; BRIDGEVIEW MANAGEMENT CO.; ASARCO CONSULTING, INC.; AR MEXICAN EXPLORATIONS INC.; AR SACATON, LLC; ASARCO MASTER, INC.; ASARCO OIL AND GAS CO.; COVINGTON LAND CO.; AND SALERO RANCH, UNIT III, COMMUNITY ASSOCIATION, INC.

Date: March 13, 2009

Thomas L. Aldrich
Vice President, Environmental Affairs

Date: March 13, 2007

Douglas E. McAllister
Executive Vice President, General Counsel

FOR LAC D' AMIANTE DU QUEBEC LTEE (F/K/A LAKE ASBESTOS OF QUEBEC, LTD.); LAQ CANADA, LTD.; CAPCO PIPE COMPANY, INC. (F/K/A CEMENT ASBESTOS PRODUCTS COMPANY); AND CEMENT ASBESTOS PRODUCT COMPANY

Date: _____

William Perrell
President

FOR ASARCO LLC; GOVERNMENT GULCH MINING CO., LTD.; AMERICAN SMELTING AND REFINING CO.; ENCYCLE, INC.; ALC, INC.; BRIDGEVIEW MANAGEMENT CO.; ASARCO CONSULTING, INC.; AR MEXICAN EXPLORATIONS INC.; AR SACATON, LLC; ASARCO MASTER, INC.; ASARCO OIL AND GAS CO.; COVINGTON LAND CO.; AND SALERO RANCH, UNIT III, COMMUNITY ASSOCIATION, INC.

Date: _____

Thomas L. Aldrich
Vice President, Environmental Affairs

Date: _____

Douglas E. McAllister
Executive Vice President, General Counsel

FOR LAC D' AMIANTE DU QUEBEC LTEE (F/K/A LAKE ASBESTOS OF QUEBEC, LTD.); LAQ CANADA, LTD.; CAPCO PIPE COMPANY, INC. (F/K/A CEMENT ASBESTOS PRODUCTS COMPANY); AND CEMENT ASBESTOS PRODUCT COMPANY

Date: 3-13-09

William Perrell
President

FOR THE TRUSTEE:

Daniel J. Silver, not individually, but solely
in his fiduciary capacity as CdA Trustee of
the CdA Trust

By: /S/ Daniel J. Silver

Dan J. Silver, not individually, but solely in
his fiduciary capacity as Trustee of the
Successor Coeur d'Alene Custodial and
Work Trust

Attachment A
Amended Settlement Agreement and Consent Decree
Regarding Residual Environmental Claims
Page 1 of 87

The Properties are more particularly described in this Exhibit A as all fee ownership or other interests in Shoshone and Kootenai Counties, Idaho and any adjacent counties, including, but not necessarily limited to, the following:

Shoshone County - 20 Parcels

PARCEL 1: -- Big Creek Property

Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest Quarter of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho.

EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho by deed recorded February 10, 1942 in Book 74, Deeds, at page 587, records of Shoshone County, State of Idaho.

ALSO EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho by deed recorded December 20, 1947 in Book 81, Deeds, at page 251, records of Shoshone County, State of Idaho.

ALSO EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho by deed recorded as Instrument No. 182895, records of Shoshone County, State of Idaho, more particularly described as follows:

A tract of land being on the Northeasterly side of the 200 foot right of way of existing U.S. No. 10 Highway as described in that certain Highway Right of Way Deed dated December 7, 1947 and recorded December 20, 1947 in Book 81, Deeds, at page 251, records of Shoshone County, State of Idaho and lying in a portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho and a portion of the Patented Pembroke Lode Claim being a part of M.S. 2149 embracing a portion of said Section 11, described as follows, to-wit:

Beginning at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M. which is identical with Corner No. 3 of the Pembroke Lode Claim; thence

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North 89°11' East, along the North line of said Southeast 1/4 of the Northwest 1/4, 1305.00 feet to the Northeast corner thereof, thence

South 1°03' East, along the East line of said SENW, 1383.0 feet to the Southeast corner thereof; thence

North 89°30' West along the South line of said SENW a distance of 328.0 feet, more or less, to a point in the Northeasterly line of the 200.0 foot right of way of existing U.S. No. 10 Highway as described in the above referenced deed; thence

North 39°09' West along said right of way line 2305.0 feet to a point in the Northeasterly right of way line of former U.S. No. 10 Highway; thence

South 72°30' East, 300.0 feet; thence

South 56°54' East, 194.0 feet to a point in the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 11; thence

South 1°03' East along the East line of said Northwest 1/4 of the Northwest 1/4 a distance of 230.0 feet, more or less, to the Place of Beginning.

ALSO EXCEPT:

That portion of the Northwest 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho conveyed to the State of Idaho for I-90 Right of Way by deed recorded May 24, 1965 as Instrument No. 204129, records of Shoshone County, State of Idaho.

ALSO EXCEPT:

A tract of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho being more particularly described as follows:

Beginning at a point on the North right of way line of Old U.S. Hwy No. 10 at Sta. 191+20.6 whence the centerline of said U.S. Hwy No. 10 bears South 51°05'22" West, a distance of 125.00 feet; thence

South 51°05'22" West, a distance of 100.00 feet; thence

North 38°54'38" West a distance of 435.60 feet to Sta 185+00 of said U.S. Hwy No. 10; thence

North 51°05'22" East, a distance of 100.00 feet to the aforesaid Right of Way line; thence

South 38°54'38" East, a distance of 435.60 feet to the place of beginning.

PARCEL 2: -- Mace Property

Saturday, M.S. 1179 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 25, records of Shoshone County, State of Idaho. As to an undivided 73.75% interest only.

Green Hill Fraction, M. S. 1322 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 121, records of Shoshone County, State of Idaho. As to an undivided 70.0% interest only.

Bonaparte & Timberline, M.S. 1324 Patented Mining Claims situated in LeLande Mining District in Sections 4, 5, 8 and 9, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 118, records of Shoshone County, State of Idaho. As to an undivided 73.75% interest only.

PARCEL 3: -- Union-Vermont Property

Union Mill Site, M.S. 1076 Patented Mill Site situated in Placer Center Mining District in Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 6, Page 591

EXCEPTING THEREFROM:

Beginning at a point on the North line of the Ore or No Go Mill Site Mineral Survey No. 659B from which Corner No. 3 of said mill site, an aluminum cap monument set by the BLM in 1986, bears South 9°28'00" West a distance of 335.90 feet and Corner No. 4 of said mill site bears North 79°28'00" East a distance of 79.95 feet; thence

South 79°28'00" West along the North line of the Ore or No Go Mill Site a distance of 75.00 feet, more or less, to its intersection with the East right-of-way line of the abandoned Northern Pacific Railroad; thence

Northwesterly along the East right-of-way line of the abandoned Northern Pacific Railroad to its intersection with the East right-of-way line of the abandoned Union Pacific Railroad (O.R. & N. Co.); thence

Northeasterly along the East right-of-way line of the abandoned Union Pacific Railroad to its intersection with the 1/64 line dividing the North and South halves of the Southeast quarter of the Southwest quarter (SE¹/₄SW¹/₄) as defined by the Department of Interior, Bureau of Land

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Management; thence

South 89°42'42" East along said 1/64 line a distance of 413.44 feet to its intersection with the North line of the Providence Hospital Tract; thence

South 55°29'00" West along the North line of the Providence Hospital Tract a distance of 335.89 feet to the Northwest corner of said tract; thence

South 24°22'00" East along the West line of the Providence Hospital Tract a distance of 156.20 feet to its intersection with the North line of the Ore or No Go Mill Site, Mineral Survey No. 659B, the Point of Beginning.

AND

A portion of land situated in Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, State of Idaho, being more particularly described as follows:

Beginning at Corner No. 8, Survey No. 1076, Union Mill Site; thence

North 32°22' East 292.9 feet to Corner 7-1076; thence

North 3°27' East 454.8 feet along line 7-6 Survey 1076 to its intersection with the North boundary line of the Southeast Quarter of the Southwest Quarter of Section 26, Township 48 North, Range 4 East B.M.; thence

East along said boundary line 630.0 feet to its intersection with the East side line of the Vermont Lode Mining claim; thence

South 15°21' West 806.0 feet along said side line to its intersection with the East boundary line of the Providence Hospital lot; thence

North 16°25' West 346.0 feet along said line to the Northeast Corner of Providence Hospital lot; thence

South 55°29' West 688.0 feet along the North boundary line of the Providence Hospital lot to the Northwest Corner of said lot; thence

South 24°22' East 155.6 feet along the West line of Providence Hospital lot to its intersection with line 3-4 of Ore or No Go Mill Site; thence

South 79°28' West 75.0 feet more or less along line 3-4 of Ore or No Go Mill Site to its intersection with the East line of the right of way of the Northern Pacific RR. Co.; thence

Along the East line of said right of way in a northerly direction to its intersection with the East line the O.R. & N. right of way; thence

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Along said East line of the O.R. & N. right of way to its intersection with the North boundary line of the Southeast quarter of the Southwest quarter of Section 26, Township 48 North, Range 4 East, B.M.; thence

East 40 feet more or less along said boundary line to its intersection with 2-3 Survey No. 1076, Union M.S.; thence

South 17°43' West 444.0 feet more or less along line 2-3 Survey No. 1076 to Corner 2-1076; thence

South 1°25' East 306.0 feet to Corner 1-1076; thence

North 78°45' East 140.0 feet to Corner 8-1076, the place of beginning.

EXCEPTING THEREFROM:

Two irregular parcels of land comprising all of the portions of the Union Mill Site Mineral Survey No. 1076 and Vermont Tract situated in the South half of the Southeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho; being more particularly described as follows:

Beginning at a point on the North line of the Ore or No Go Mill Site Mineral Survey No. 659B from which Corner No. 3 of said mill site, an aluminum cap monument set by the BLM in 1986, bears South 9°28'00" West a distance of 335.90 feet and Corner No. 4 of said mill site bears North 79°28'00" East a distance of 79.95 feet; thence

South 79°28'00" West along the North line of the Ore or No Go Mill Site a distance of 75.00 feet, more or less, to its intersection with the east right-of-way line of the abandoned Northern Pacific Railroad; thence,

Northwesterly along the East right-of-way line of the abandoned Northern Pacific Railroad to its intersection with the East right-of-way line of the abandoned Union Pacific Railroad (O.R. & N. Co.); thence

Northeasterly along the East right-of-way line of the abandoned Union Pacific Railroad to its intersection with the 1/64 line dividing the North and South halves of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) as defined by the Department of Interior, Bureau of Land Management; thence

South 89°42'42" East along said 1/64 line a distance of 413.44 feet to its intersection with the North line of the Providence Hospital Tract; thence

South 55°29'00" West along the North line of the Providence Hospital Tract a distance of 335.89

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feet to the Northwest corner of said tract; thence

South 24°22'00" East along the West line of the Providence Hospital Tract a distance of 156.20 feet to its intersection with the North line of the Ore or No Go Mill Site, Mineral Survey No. 659B, the Point of Beginning.

ALSO EXCEPTING THEREFROM;

Beginning at a point on the East line of the Providence Hospital Tract from which the South Quarter Corner of Section 26, an aluminum cap monument set by the BLM in 1986, bears South 25°28'08" East a distance of 611.44 feet and the Northeast Corner of the Providence Hospital Tract bears North 16°25'00" West a distance of 346.00 feet; thence

North 16°25'00" West along the East line of Providence Hospital Tract a distance of 136.17 feet to its intersection with the 1/64 line dividing the North and South halves of the Southeast Quarter of the Southwest Quarter (SE¹/₄SW¹/₄) as defined by the 1986 dependent resurvey of Section 26, performed by the Department of Interior, Bureau of Land Management; thence

South 89°42'42" East along said 1/64 line a distance of 74.24 feet to its intersection with the West line of the Vermont Tract; thence

South 15°21'00": West along the East line of the Vermont Tract a distance of 135.06 feet to its intersection with the East line of the Providence hospital tract, the point of beginning.

AND

An irregular parcel of land comprising all of the portions of the Providence Hospital Tract and Government Lot 2, situated in the North half of the Southeast Quarter of the Southwest Quarter (N¹/₂SE¹/₄SW¹/₄), Section 26, Township 48 North, Range 4 East, B.M, Shoshone County, Idaho; being more particularly described as follows:

Beginning at the Center South 1/16 Corner of Section 26, an aluminum capped monument set by the BLM in 1986, from which the Quarter Corner of Sections 26 and 35 bears South 0°01'00" East a distance of 1,362.24 feet; thence

South 0°01'00" East along the North South Center Line of Section 26, a distance of 681.12 feet to the 1/64 Corner; thence

North 89°42'42" West along the 1/64 line dividing the North and South halves of the Southeast Quarter of the Southwest Quarter (SE¹/₄SW¹/₄) as defined by the 1986 dependent resurvey of Section 26 performed by the Department of Interior, BLM, a distance of 226.99 feet to its Intersection with the East line of the Vermont Tract; thence

North 15°21'00" East along the east line of the Vermont Tract a distance of 705.24 feet to its

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intersection with the East West Center Line of the Southwest Quarter (SW¹/₄) of Section 26;
thence

South 89°51'00" East along the East West Center Line of the Southwest Quarter (SW¹/₄) of
Section 26, a distance of 40.10 feet to the point of beginning;

AND

An irregular parcel of land comprising all of the portions of the Providence Hospital Tract and
Government Lot 2, situated in the North half of the Southeast Quarter of the Southwest Quarter
(N¹/₂SE¹/₄SW¹/₄), Section 26, Township 48 North, Range 4 East, B.M., Shoshone County, Idaho;
being more particularly described as follows:

Beginning at the Northeast Corner of the Providence Hospital Tract from which the South
Quarter Corner of Section 26 bears South 22°12'00" East a distance of 954.69 feet; thence

South 16°25'00" East along the East line of the Providence Hospital Tract a distance of 209.83
feet to its intersection with the 1/64 line dividing the North and South halves of the Southeast
Quarter of the Southwest Quarter (SE¹/₄SW¹/₄) as defined by the 1986 dependent resurvey of
Section 26 performed by the Department of Interior, Bureau of Land Management; thence

North 89°42'42" West along said 1/64 line a distance of 349.43 feet to its intersection with the
North line of the Providence Hospital Tract; thence

North 59°29'00" East along the North line of the Providence Hospital Tract a distance of 352.11
feet to the point of beginning.

PARCEL 4: -- Willow Creek Property

South 1/2 Section 36, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho.
As to an undivided 1/2 interest only.

PARCEL 5: -- Mullan Property

A tract of land situated in Lot 8, Section 34, Township 48 North, Range 5 East, B.M., Shoshone
County, State of Idaho more particularly described as follows:

Beginning at Corner No. 6 of the Original Townsite of Mullan; thence

South 3°36' West, 106.06 feet to a point on a right of way access road; thence

South 72°08' West, 30.31 feet to a point; thence

North 71°28'30" West, 79.22 feet to a point; thence

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North 13°25' West, 61.87 feet to a point; thence

North 76°35' East, 128.50 feet to the point of beginning.

AND

A tract of land situated in Lot 8, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at Corner No. 6 of the Original Townsite of Mullan; thence

South 3°36' West, 106.06 feet to a point on a right of way access road; thence

North 72°08' East, 95.52 feet along said right of way access road to the True Point of Beginning; thence

North 12°55' West, 24.00 feet to a point; thence

North 77°05' East, 85 feet to a point on the West right of way line of Second Street, Mullan; thence

South 12°55' East, 20 feet more or less to a point on the North boundary of railroad right of way; thence

South 44°40'24" West, 79.40 feet along said line to a point; thence

North 12°55' West (shown of record as North) 40 feet more or less to a point which bears North 33°02' East, 25 feet more or less from the Southeast corner of that certain parcel conveyed by deed recorded in Book 141, Deeds, at page 183, records of Shoshone County, State of Idaho; thence

South 33°02' West, 25 feet more or less to the Southeast corner of that certain parcel conveyed by deed recorded in Book 141, Deeds, at page 183, records of Shoshone County, State of Idaho; thence

North 12°55' West, 15.94 feet to the true point of beginning.

AND

A tract of land situated in Lot 8, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at Corner No. 6 of the Original Townsite of Mullan; thence

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South 76°35' West, 128.50 feet to the True Point of Beginning; thence

North 13°25' West, 50 feet to a point; thence

North 76°35' East, 128.50 feet more or less to the Southwest corner of Lot 1, Block 9 Village of Mullan; thence

North 12°31' West, 59 feet more or less to the Southeast corner of Tract sometimes referred to as Tract B, Block K Village of Mullan; thence

North 89°59' West, 122.64 feet to the Southwest corner of said Tract; thence

North 89°59' West, 212.00 feet more or less to a point on the East boundary line of Block B, Mullan Townsite; thence

South 20°06' West on and along said East boundary line, 240 feet more or less to the Northwest corner of that certain parcel conveyed by deed recorded as Instrument No. 193969, records of Shoshone County, State of Idaho; thence

South 55°03' East, 420.09 feet more or less to the Southwest corner of that parcel conveyed by deed recorded as Instrument No. 269541, records of Shoshone County, State of Idaho; thence

North 18°08'04" West, 312.84 feet to the Northwest corner of said tract; thence

North 84°14'10" East, 97.74 feet to a point; thence

North 13°25' West, 61.87 feet to the True Point of Beginning.

AND

Beginning at Corner No. 1 being the Southwest corner of Block 6, Dubey's Addition to Village of Mullan; thence

South 6°12' West, 178.50 feet more or less to the Southwest corner, Block 11, Dubey's Addition to Village of Mullan, a point on the North boundary line of Indiana Avenue; thence

South 81°57' West, 149 feet more or less to a point; thence

Northwesterly, 115 feet more or less to a point which bears South 42°46' West, 430 feet more or less from Corner No. 4 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho; thence

North 42°46' East, 388.84 feet more or less to Corner No. 3 as described in that certain deed

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recorded as Instrument No. 306430, records of Shoshone County, State of Idaho; thence

South 6°12' West, 81.17 feet to Corner No. 2 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho; thence

North 81°57' East, 23.30 feet to Corner No. 1 as described in that certain deed recorded as Instrument No. 306430, records of Shoshone County, State of Idaho and True Point of Beginning.

EXPECT: Any portion of I-90 Right of Way.

AND

A Tract situated in Block 36, Village of Mullan in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point from whence the East 1/4 corner of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, state of Idaho bears South 45°08'20" East, 1826.59 feet; thence

South 82°10'26" West, 36.60 feet to the True Point of Beginning; thence

South 26°42' West, 128 feet to a point on the East boundary line of Third Street; thence

North 13°25' West on and along said East boundary of Third Street, 161 feet more or less to the intersection of Third Street with the Southerly right of way boundary of U.S. Hwy 10; thence

On and along said Southerly boundary line of U.S. Hwy 10, 21 feet more or less; thence

East 110 feet more or less to Corner No. 3 as described in that certain deed recorded as Instrument No. 314871, records of Shoshone County, State of Idaho; thence

South 11°34'01" West, 60.86 feet to Corner No. 2 as described in that certain deed recorded as Instrument No. 314871, records of Shoshone County, State of Idaho and the True Point of Beginning.

AND

That portion of Lots 12 and 13, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho lying North of the I-90 Right of Way.

EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

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From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 65°36'04" West, a distance of 766.60 feet to Corner No. 1, a steel pin, and the place of beginning; thence

South 22°40' East, a distance of 102.10 feet to Corner No. 2, a steel pin; thence

South 71°05' West, a distance of 69.03 feet to Corner No. 3; thence

North 14°30' West, a distance of 100.89 feet to Corner No. 4, a steel pin; thence

North 69°44' East, a distance of 54.59 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 65°04'55" West, a distance of 681.21 feet to Corner No. 1 and the place of beginning; thence

South 22°30' East a distance of 112.00 feet to Corner No. 2, a steel pin; thence

South 64°56' West a distance of 33.55 feet to Corner No. 3, a steel pin; thence

North 78°16' West a distance of 39.57 feet to Corner No. 4, a steel pin; thence

North 22°39' West a distance of 93.85 feet to Corner No. 5, a steel pin; thence

North 69°44' East a distance of 66.54 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 64°24'51" West a distance of 597.54 feet to Corner No. 1 and the place of beginning; thence

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South 22°40' East a distance of 83.07 feet to Corner No. 2; thence
South 43°21' West a distance of 53.12 feet to Corner No. 3; thence
South 54°56' West a distance of 35.75 feet to Corner No. 4; thence
North 22°36' West a distance of 112.00 feet to Corner No. 5; thence
North 69°44' East a distance of 79.80 feet to Corner No. 6; thence
North 71°50'10" East a distance of 4.20 feet to Corner No. 1 and place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 64°24'51" West a distance of 597.54 feet to Corner No. 1, the place of beginning; thence
South 22°40' East a distance of 85.07 feet to Corner No. 2; thence
North 22°15'34" East a distance of 91.76 feet to Corner No. 3; thence
North 22°40' West a distance of 15.00 feet to Corner No. 4; thence
South 71°50'10" West a distance of 65.00 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 55°40'20" West a distance of 530.40 feet to Corner No. 1, an iron pin the place of beginning; thence
South 26°23' East, a distance of 68.70 feet to Corner No. 2; thence
South 1°15' East a distance of 91.20 feet to Corner No. 3; thence
South 67°29' West a distance of 52.53 feet to Corner No. 4; thence

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North 22°39' West a distance of 103.71 feet to Corner No. 5; thence

North 35°46' East a distance of 95.70 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°52'28" West a distance of 607.47 feet to Corner No. 1, a steel pin and the place of beginning; thence

South 16°06' West a distance of 99.74 feet to Corner No. 2; thence

South 66°44' West a distance of 136.35 feet to Corner No. 3 thence

North 22°39' West a distance of 79.38 feet to Corner No. 4; thence

North 67°21' East a distance of 146.23 feet to Corner No. 5, a steel pin; thence

North 69°29' East a distance of 52.53 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at Corner No. 1, common to the Northwest corner of the Tennis Row Tract, whence Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument bears North 34°19'15" East, 611.81 feet; thence

North 12°56'30" West, 53.51 feet to Corner No. 2 and the real point of commencement, common to the Southwesterly corner of Mullan Cemetery; thence

North 36°09'00" West, 13.39 feet on and along the Southeasterly boundary of said cemetery to Corner No. 3; thence

South 22°11'00" East, 189.72 feet to Corner No. 4; thence

South 66°44'00" West, 125.33 feet to Corner No. 5; thence

North 22°11'00" West, 97.72 feet to Corner No. 6; thence

North 66°44'00" East, 45.33 feet to Corner No. 7; thence

North 09°05'00" East, 38.51 feet to Corner No. 8; thence

North 21°30'26" East, 70.51 feet to the real point of commencement.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 42°59'50" West a distance of 895.57 feet to Corner No. 1; thence

South 22°11' East, a distance of 77.72 feet to Corner No. 2, an iron pin; thence

South 66°44' West a distance of 40.73 feet to Corner No. 3; thence

North 22°11' West, a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 40.73 feet to Corner No. 1, an iron pin and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°09'20" West a distance of 861.39 feet to Corner No. 1, an iron pin, the place of beginning; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 120.41 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 120.41 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°09'20" West a distance of 861.39 feet to Corner No. 1 and the place of beginning;
thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 69.64 feet to Corner No. 3; thence

North 22°11' West a distance of 70.49 feet to Corner No. 4; thence

North 66°44' East a distance of 10.00 feet to Corner No. 5; thence

South 22°11' East, a distance of 44.00 feet to Corner No. 6; thence

North 66°44' East a distance of 59.64 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°55'20" West a distance of 859.07 feet to Corner No. 1 and the place of beginning;
thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 40.04 feet to Corner No. 3; thence

North 22°11' West, a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 40.04 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State

of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 46°27'22" West a distance of 872.81 feet to Corner No. 1 a steel pin; thence
South 22°11' East a distance of 30.00 feet to Corner No. 2; thence
South 66°44' West a distance of 40.73 feet to Corner No. 3; thence
North 22°11' West a distance of 30.00 feet to Corner No. 4; thence
North 66°44' East a distance of 40.73 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 48°05'02" West a distance of 791.51 feet to Corner No. 1 a steel pin; thence
South 22°39' East a distance of 79.38 feet to Corner No. 2; thence
South 66°44' West a distance of 70.65 feet to Corner No. 3; thence
North 22°11' West a distance of 45.00 feet to Corner No. 4; thence
North 40°46'43" East a distance of 78.57 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 48°05'02" West a distance of 791.51 feet to Corner No. 1 a steel pin; thence
South 40°46'43" West a distance of 78.57 feet to Corner No. 2; thence

South 22°11' East a distance of 15.00 feet to Corner No. 3; thence
South 66°44' West a distance of 80.68 feet to Corner No. 4; thence
South 22°11' East a distance of 30.00 feet to Corner No. 5; thence
South 66°44' West a distance of 25.00 feet to Corner No. 6; thence
North 65°53'38" West a distance of 42.87 feet to Corner No. 7; thence
North 37°39'12" East a distance of 84.54 feet to Corner No. 8; thence
North 45°41'57" East a distance of 111.58 feet to Corner No. 9; thence
South 63°30'21" East a distance of 43.63 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 46°27'22" West a distance of 872.81 feet to point; thence South 66°44' West a distance of 40.73 feet to Corner No. 1 a steel pin; thence
South 22°11' East a distance of 30.00 feet to Corner No. 2; thence
South 66°44' West a distance of 39.95 feet to Corner No. 3; thence
North 22°11' West a distance of 30.00 feet to Corner No. 4; thence
North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

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South 44°00'30" West a distance of 932.85 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 37°49'19" West a distance of 966.97 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 50°57'34" West a distance of 808.58 feet to Corner No. 1 a steel pin; thence

South 63°20'21" East a distance of 26.48 feet to Corner No. 2; thence

South 45°41'57" West a distance of 118.53 feet to Corner No. 3; thence

South 37°39'12" West a distance of 76.76 feet to Corner No. 4; thence

North 65°53'38" West a distance of 25.72 feet to Corner No. 5; thence

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North 37°39'12" East a distance of 84.54 feet to Corner No. 6; thence

North 45°41'57" East a distance of 111.58 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°50'53" West a distance of 1041.26 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 46.02 feet to Corner No. 3; thence

South 79°17' West a distance of 132.78 feet to Corner No. 4; thence

North 10°57' West a distance of 65.51 feet to Corner No. 5; thence

North 3°58' East a distance of 137.96 feet to Corner No. 6; thence

North 86°02' East a distance of 31.63 feet to Corner No. 7; thence

South 58°16' East a distance of 53.75 feet to Corner No. 8; thence

South 8°09'24" West a distance of 66.73 feet to Corner No. 9; thence

North 66°44' East a distance of 28.54 feet to Corner No. 10; thence

South 22°11' East a distance of 77.72 feet to Corner No. 11; thence

North 66°44' East a distance of 46.02 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 45°49' West a distance of 1009.63 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 46.02 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 46.02 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 45°49' West a distance of 1009.63 feet to Corner No. 1 a steel pin; thence

South 66°44' West a distance of 74.56 feet to Corner No. 2; thence

North 8°09'24" East a distance of 66.63 feet to Corner No. 3; thence

South 58°16' East a distance of 69.42 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°55' West a distance of 969.93 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 42.63 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 42.63 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 40°49'23" West a distance of 1002.75 feet to Corner No. 1 a steel pin; thence
South 22°11' East a distance of 26.49 feet to Corner No. 2; thence
South 66°44' West a distance of 42.63 feet to Corner No. 3; thence
North 22°11' West a distance of 26.49 feet to Corner No. 4; thence
North 66°44' East a distance of 42.63 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 46°27'22" West a distance of 872.81 feet to a corner of adjacent lot, a steel pin; thence
South 66°44' West a distance of 40.73 feet to Corner No. 1 a steel pin, the place of beginning;
thence
South 22°11' East a distance of 30.00 feet to Corner No. 2; thence
South 66°44' West a distance of 39.95 feet to Corner No. 3; thence
North 22°11' West a distance of 30.00 feet to Corner No. 4; thence
North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

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From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°00'30" West a distance of 932.85 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 37°49'19" West a distance of 966.97 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 40°46' West a distance of 823.25 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.64 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.64 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°55'20" West a distance of 859.07 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 20.00 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 20.00 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°09'20" West a distance of 861.39 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 69.64 feet to Corner No. 3; thence

North 22°11' West a distance of 70.49 feet to Corner No. 4; thence

North 66°44' East a distance of 10.00 feet to Corner No. 5; thence

South 22°11' East a distance of 44.00 feet to Corner No. 6; thence

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North 66°44' East a distance of 59.64 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 39°36'44" West a distance of 790.495 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 36.45 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 36.45 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 39°36'44" West a distance of 790.495 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

North 66°44' East a distance of 41.05 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

South 66°44' East a distance of 41.05 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

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From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°39'30" West a distance of 719.31 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 40.14 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 40.14 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 65°52'53" West a distance of 820.97 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 14°30' East a distance of 100.89 feet to Corner No. 2; thence

South 64°46'50" West a distance of 127.78 feet to a point; thence

North 1°48'57" East, 15.00 feet to Corner No. 3; thence

North 12°47' West a distance of 98.35 feet to Corner No. 4; thence

North 69°44' East a distance of 119.00 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 12 and 13 and in the Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 53°25'04" West a distance of 1075.53 feet to Corner No. 1 a steel pin, the place of beginning; thence

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South 85°46'00" West a distance of 123.86 feet to Corner No. 2; thence
South 4°40'00" East a distance of 106.12 feet to Corner No. 3; thence
South 10°15'00" East a distance of 107.37 feet to Corner No. 4; thence
North 79°18'00" East a distance of 100.34 feet to Corner No. 5; thence
North 10°57'00" West a distance of 65.51 feet to Corner No. 6; thence
North 3°58'00" East a distance of 137.96 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 12 and 13 and in the Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 55°25'50" West a distance of 1222.92 feet to Corner No. 1 a steel pin, the place of beginning; thence

North 8°30'30" West a distance of 113.05 feet to Corner No. 2; thence

South 32°06'00" West a distance of 129.67 feet to Corner No. 3; thence

South 88°38'00" East a distance of 85.67 feet to Corner No. 1, the place of beginning.

Together with a tract of land described as follows: From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 55°25'50" West a distance of 1222.92 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 3°56' West a distance of 106.39 feet to Corner No. 2; thence

South 19°50' East a distance of 77.28 feet to Corner No. 3; thence

South 57°38' West a distance of 25.19 feet to Corner No. 4, a point on the North railway line of the Union Pacific Railroad; thence

North 45°52' West along said North railway line a distance of 148.52 feet to Corner No. 5;

thence

North 2°07' East a distance of 85.55 feet to Corner No. 6; thence

South 88°38'00" East a distance of 85.67 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°30'11" East a distance of 1268.59 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 43°05'30" East a distance of 156.59 feet to Corner No. 2; thence

South 46°54'30" West a distance of 73.61 feet to Corner No. 3; thence

North 43°05'30" West a distance of 112.96 feet to Corner No. 4, a point on the North right of way line of the Union Pacific Railroad; thence

North 19°18'30" West a distance of 47.53 feet to Corner No. 5; thence

North 46°54'30" East a distance of 54.44 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 36°31'50" West a distance of 1284.98 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 43°05'30" East a distance of 58.25 feet to Corner No. 2; thence

South 50°55'30" West a distance of 72.65 feet to Corner No. 3; thence

North 43°56' West a distance of 53.17 feet to Corner No. 4, a point on the North right of way line of the Northern Pacific Railroad, an iron pin; thence

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North 46°54'30" East a distance of 73.61 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 34°58'28" West a distance of 1295.81 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 43°05'30" East a distance of 62.70 feet to Corner No. 2; thence

South 10°40' East a distance of 73.07 feet to Corner No. 3; thence

South 34°24' West a distance of 17.19 feet to Corner No. 4, a point on the North right of way line of the Northern Pacific Railroad, an iron pin; thence

North 56°26'30" West a distance of 59.78 feet along said right of way to Corner No. 5, an iron pin; thence

North 46°58'30" West a distance of 74.73 feet along said right of way to Corner No. 6, an iron pin; thence

North 50°55'30" East a distance of 72.56 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 54°19'38" West a distance of 698.80 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°39' East a distance of 103.70 feet to Corner No. 2; thence

South 67°21' West a distance of 66.35 feet to Corner No. 3; thence

North 22°39' West a distance of 103.70 feet to Corner No. 4; thence

North 67°21' East a distance of 66.35 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 52°40' West a distance of 621.24 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°39' East a distance of 103.71 feet to Corner No. 2; thence

South 67°21' West a distance of 79.88 feet to Corner No. 3; thence

North 22°39' West a distance of 103.70 feet to Corner No. 4; thence

North 67°21' East a distance of 79.88 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 68°09'02" West a distance of 1048.21 feet to Corner No. 1 a steel pin, a point on the north side of Mill Road, the place of beginning; thence

North 00°03'00" East along the west line of parcel formerly conveyed a distance of 115.17 feet shown of record as 203.32 feet to a point; thence

North 63°59'00" East along the West line of said parcel formerly conveyed a distance of 331.05 feet to the Southwest corner of said parcel previously conveyed; thence

North 26°10'00" West along the North line of parcel previously conveyed a distance of 39.63 feet; thence

South 70°04'04" West a distance of 278.25 feet to a point; thence

North 87°07'51" West a distance of 97.30 feet to a point; thence

South 05°15'36" West a distance of 150.00 feet to a point; thence

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South 58°30'22" East a distance of 108.34 feet to the point of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 6 and 12, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 7 of the Village of Mullan Townsite, which is a concrete monument; thence

South 54°55' East a distance of 158.64 feet along the South boundary of Block A and along Line 7-6 of the Village of Mullan Townsite to a point; thence

South 39°07'30" West a distance of 100.36 feet to Corner No. 1 a steel pin, a point on the North side of Mill Road, the place of beginning; thence

South 39°07'30" West a distance of 60.64 feet to Corner No. 2; thence

South 53°50'30" West a distance of 279.02 feet to Corner No. 3; thence

South 69°44'00" West a distance of 553.05 feet to Corner No. 4; thence

North 0°03' East along the line between Government Lots 12 and 13 and 5 and 6, a distance of 203.32 feet to Corner No. 5; thence

North 63°59' East a distance of 650.34 feet to a point and Corner No. 13, the Southeast corner of a privately owned tract previously deeded to Harold Durfee; thence

North 26°01' West a distance of 58.71 feet to a point and Corner No. 14, an iron pin, the Northeast corner of said Durfee tract; thence

North 80°23'30" East a distance of 123.19 feet to a point, Corner No. 15, an iron pin; thence

South 54°32' East a distance of 124.95 feet to Corner No. 1, an iron pin and the point of beginning.

ALSO EXCEPT: Railroad Right of Way

ALSO EXCEPT:

A tract of land situated in Lots 5 and 13 and in the Evening, M.S. 1181 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From the Northwest corner of Section 34, Township 48 North, Range 5 East, B.M., Shoshone

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County, State of Idaho which is a stone 5"x10"x18" with three notches on the east side and buried 12 inches in the ground; thence

South 20°02'04" East a distance of 2540.06 feet to Corner No. 1, a steel pin, and the point of Beginning from which a concrete monument designated in surveys of American Smelting and Refining Company bears South 77°15'58" East a distance of 435.39 feet; thence

South 5°12'08" West a distance of 300.24 feet to Corner No. 2, a steel pin on the North right of way line of the railroad of Burlington Northern, Inc.; thence

Along said North right of way line on a curve to the left with a radius of 1000.47 feet, the long chord of said curve having a bearing of North 60°11'54" West and a length of 563.56 feet to Corner No. 3, a steel pin, which is also Corner No. 11 of the Hecla Tract; thence

Along line 11-10 of the Hecla tract North 89°07'18" East a distance of 92.63 feet to Corner No. 4, a steel pin, which is also Corner No. 10 of the Hecla tract; thence

Along line 10-9 of the Hecla tract North 5°12'08" East a distance of 57.29 feet to Corner No. 5, a steel pin which is also Corner No. 9 of the Hecla tract; thence

Along line 9-8 of the Hecla tract South 86°33'00" East a distance of 166.06 feet to Corner No. 6, a steel pin which is also Corner No. 8 of the Hecla tract; thence

Along line 8-7 of the Hecla tract South 83°19'30" East a distance of 254.41 feet to Corner No. 1, the place of beginning (25.00 feet short of reaching Corner No. 7 of the Hecla tract.)

AND

Morning, M.S. 754 and Evening, M.S. 1181 Patented Mill Sites situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patents recorded in Book 28, Deeds, at page 212 and in Book 10, Deeds, at page 481, records of Shoshone County, State of Idaho.

EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 46°27'22" West a distance of 872.81 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 30.00 feet to Corner No. 2; thence

South 66°44' West a distance of 40.73 feet to Corner No. 3; thence

North 22°11' West a distance of 30.00 feet to Corner No. 4; thence

North 66°44' East a distance of 40.73 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 48°05'02" West a distance of 791.51 feet to Corner No. 1 a steel pin; thence

South 22°39' East a distance of 79.38 feet to Corner No. 2; thence

South 66°44' West a distance of 70.65 feet to Corner No. 3; thence

North 22°11' West a distance of 45.00 feet to Corner No. 4; thence

North 40°46'43" East a distance of 78.57 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 48°05'02" West a distance of 791.51 feet to Corner No. 1 a steel pin; thence

South 40°46'43" West a distance of 78.57 feet to Corner No. 2; thence

South 22°11' East a distance of 15.00 feet to Corner No. 3; thence

South 66°44' West a distance of 80.68 feet to Corner No. 4; thence

South 22°11' East a distance of 30.00 feet to Corner No. 5; thence

South 66°44' West a distance of 25.00 feet to Corner No. 6; thence

North 65°53'38" West a distance of 42.87 feet to Corner No. 7; thence

North 37°39'12" East a distance of 84.54 feet to Corner No. 8; thence

North 45°41'57" East a distance of 111.58 feet to Corner No. 9; thence

South 63°30'21" East a distance of 43.63 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 46°27'22" West a distance of 872.81 feet to point; thence South 66°44' West a distance of 40.73 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 30.00 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 30.00 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°00'30" West a distance of 932.85 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

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North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 50°57'34" West a distance of 808.58 feet to Corner No. 1 a steel pin; thence

South 63°20'21" East a distance of 26.48 feet to Corner No. 2; thence

South 45°41'57" West a distance of 118.53 feet to Corner No. 3; thence

South 37°39'12" West a distance of 76.76 feet to Corner No. 4; thence

North 65°53'38" West a distance of 25.72 feet to Corner No. 5; thence

North 37°39'12" East a distance of 84.54 feet to Corner No. 6; thence

North 45°41'57" East a distance of 111.58 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 41°50'53" West a distance of 1041.26 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 46.02 feet to Corner No. 3; thence

South 79°17' West a distance of 132.78 feet to Corner No. 4; thence

North 10°57' West a distance of 65.51 feet to Corner No. 5; thence

North 3°58' East a distance of 137.96 feet to Corner No. 6; thence

North 86°02' East a distance of 31.63 feet to Corner No. 7; thence
South 58°16' East a distance of 53.75 feet to Corner No. 8; thence
South 8°09'24" West a distance of 66.73 feet to Corner No. 9; thence
North 66°44' East a distance of 28.54 feet to Corner No. 10; thence
South 22°11' East a distance of 77.72 feet to Corner No. 11; thence
North 66°44' East a distance of 46.02 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 45°49' West a distance of 1009.63 feet to Corner No. 1 a steel pin; thence
South 22°11' East a distance of 77.72 feet to Corner No. 2; thence
South 66°44' West a distance of 46.02 feet to Corner No. 3; thence
North 22°11' West a distance of 77.72 feet to Corner No. 4; thence
North 66°44' East a distance of 46.02 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence
South 45°49' West a distance of 1009.63 feet to Corner No. 1 a steel pin; thence
South 66°44' West a distance of 74.56 feet to Corner No. 2; thence
North 8°09'24" East a distance of 66.63 feet to Corner No. 3; thence

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South 58°16' East a distance of 69.42 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°55' West a distance of 969.93 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 42.63 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 42.63 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 40°49'23" West a distance of 1002.75 feet to Corner No. 1 a steel pin; thence

South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 42.63 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 42.63 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

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From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 46°27'22" West a distance of 872.81 feet to a corner of adjacent lot, a steel pin; thence
South 66°44' West a distance of 40.73 feet to Corner No. 1 a steel pin, the place of beginning;
thence

South 22°11' East a distance of 30.00 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 30.00 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 44°00'30" West a distance of 932.85 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 37°49'19" West a distance of 966.97 feet to Corner No. 1 a steel pin, the place of beginning; thence

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South 22°11' East a distance of 26.49 feet to Corner No. 2; thence

South 66°44' West a distance of 39.95 feet to Corner No. 3; thence

North 22°11' West a distance of 26.49 feet to Corner No. 4; thence

North 66°44' East a distance of 39.95 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 39°36'44" West a distance of 790.495 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

South 66°44' West a distance of 36.45 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

North 66°44' East a distance of 36.45 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lot 12 and in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 39°36'44" West a distance of 790.495 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 22°11' East a distance of 77.72 feet to Corner No. 2; thence

North 66°44' East a distance of 41.05 feet to Corner No. 3; thence

North 22°11' West a distance of 77.72 feet to Corner No. 4; thence

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South 66°44' East a distance of 41.05 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 12 and 13 and in the Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 53°25'04" West a distance of 1075.53 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 85°46'00" West a distance of 123.86 feet to Corner No. 2; thence

South 4°40'00" East a distance of 106.12 feet to Corner No. 3; thence

South 10°15'00" East a distance of 107.37 feet to Corner No. 4; thence

North 79°18'00" East a distance of 100.34 feet to Corner No. 5; thence

North 10°57'00" West a distance of 65.51 feet to Corner No. 6; thence

North 3°58'00" East a distance of 137.96 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land situated in Lots 12 and 13 and in the Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 55°25'50" West a distance of 1222.92 feet to Corner No. 1 a steel pin, the place of beginning; thence

North 8°30'30" West a distance of 113.05 feet to Corner No. 2; thence

South 32°06'00" West a distance of 129.67 feet to Corner No. 3; thence

South 88°38'00" East a distance of 85.67 feet to Corner No. 1, the place of beginning.

Together with a tract of land described as follows: From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

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South 55°25'50" West a distance of 1222.92 feet to Corner No. 1 a steel pin, the place of beginning; thence

South 3°56' West a distance of 106.39 feet to Corner No. 2; thence

South 19°50' East a distance of 77.28 feet to Corner No. 3; thence

South 57°38' West a distance of 25.19 feet to Corner No. 4, a point on the North railway line of the Union Pacific Railroad; thence

North 45°52' West along said North railway line a distance of 148.52 feet to Corner No. 5; thence

North 2°07' East a distance of 85.55 feet to Corner No. 6; thence

South 88°38'00" East a distance of 85.67 feet to Corner No. 1, the place of beginning.

ALSO EXCEPT:

A tract of land IN Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 59°12'42" West a distance of 1028.55 feet to Corner No. 1 of that certain lot conveyed June 28, 1972; thence

South 4°15'52" East a distance of 50.16 feet along line 1-4 of said lot to the True Point of Beginning; thence

North 84°28'30" West a distance of 114.75 feet along line 4-3 of said lot to Corner No. 2; thence

South 4°40'00" East a distance of 84.96 feet to Corner No. 3; thence

North 85°46'00" East a distance of 123.86 feet to Corner No. 4 which is Corner No. 6 of the lot sold to H. J. & P. J. Summerkamp dated October 6, 1977; thence

North 86°02'00" East a distance of 31.63 feet to Corner No. 5; thence

North 37°21'00" West a distance of 78.36 feet to Corner No. 1, the place of beginning.

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A tract of land in Morning, M.S. 754 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From Corner No. 6 of the Village of Mullan Townsite, which is a concrete monument; thence

South 59°12'42" West a distance of 1028.55 feet to Corner No. 1; thence

South 4°15'52" East a distance of 50.16 feet to Corner No. 2; thence

North 84°28'30" West a distance of 114.75 feet to Corner No. 3; thence

North 03°00'00" East a distance of 50.00 feet to Corner No. 4; thence

South 84°28'30" East a distance of 113.76 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

That portion of the Evening M.S. 1181 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning from Corner No. 7 of the official survey of the Village of Mullan Townsite which is a concrete monument, go North 23°09" East, a distance of 848.32 feet to Corner No. 1, an iron pin, the place of beginning; thence

South 8°36' West a distance of 53.85 feet to Corner No. 2, the Southwest corner of Block C of the Village of Mullan; thence

South 29°27' West, shown of record to be South 29°10' West a distance of 612.43 feet to Corner No. 3; thence

South 55°03' East shown of record to be South 55°20' East a distance of 100.00 feet to Corner No. 4, the courses from Corner No. 2 to Corner No. 3 and from Corner No. 3 to Corner No. 4, running along and coinciding with a portion of the boundary of a parcel conveyed by Federal Mining and Smelting Company to the Village of Mullan by quitclaim deed dated September 20, 1929 and recorded in Book 56, Deeds, at page 254, records of Shoshone County, State of Idaho; thence

South 34°57' West shown of record to be South 34°40' West a distance of 172.35 feet along the Northwest boundary of Block A of the old West Addition to the Village of Mullan to Corner No. 5, the Southwest corner of said Block A; thence

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South 54°55' East, shown of record to be South 55°18' East along line 7-6 of the Village of Mullan Townsite and along the South boundary of Block A a distance of 149.50 feet to Corner No. 6; thence

South 39°07'30" West a distance of 100.36 feet to Corner No. 7, an iron pin; thence

South 54°52' West a distance of 124.95 feet to Corner No. 8, an iron pin; thence

South 80°23'30" West a distance of 123.19 feet to Corner No. 9, an iron pin and the Northeast Corner of a parcel of land conveyed to Harold R. Durfee and Daisy G. Durfee by deed dated November 15, 1960; thence

South 78°37'45" West along the North boundary of said parcel of land a distance of 163.63 feet to Corner No. 10, an iron pin and said Corner No. 10 also being the Northwest Corner of the parcel conveyed to the Durfees and the Northeast corner of a parcel of land conveyed to Alice Leona Engebretson by deed dated February 9, 1962; thence

South 63°59' West a distance of 160.98 feet along the North boundary of said last mentioned parcel of land to Corner No. 11, an iron pin and the Northwest corner of said parcel; thence

North 88°51'30" West a distance of 575.50 feet to Corner No. 12, an iron pin; thence

North 86°33' West a distance of 538.23 feet to Corner No. 13, an iron pin; thence

South 76°15' West a distance of 476.75 feet to Corner No. 14, an iron pin and a point on the North right of way line of the Northern Pacific Railway at its intersection with the West section line of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

North 0°03' East along the West line of Section 34 a distance of 1023.37 feet to line 3-2 of the No. 1, M.S. 1672 Patented Mining Claim and Corner No. 15; thence

North 89°58' East along line 3-2 of the No. 1 claim a distance of 1227.45 feet to Corner No. 16 of this tract, which is common with Corner No. 2 of the No. 1, M.S. 1672 and with Corner No. 2 of the White Fir, M.S. 2318 Patented Mining Claim; thence

South 89°00'30" East shown of record to be South 89°01' East along line 2-1 of the White Fir claim a distance of 954.91 feet to line 7-8 of the official survey of the Village of Mullan Townsite and Corner No. 17; thence

North 11°26' East along side line 7-8 a distance of 63.77 feet to the North line of Lot 7, Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho and Corner no. 18; thence

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Due East a distance of 175.80 feet along the North line of Lot 7 to Corner No. 1 and the place of beginning.

ALSO EXCEPT:

That portion of the Evening M.S. 1181 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at Corner No. 1, a point on the West boundary line of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho which lies 2385.46 feet South 00°03'00" West from the Northwest corner of Section 34 (said point is identical to Corner No. 14, Tract F of the Asarco-Hecla Morning Group Purchase Agreement); thence

North 76°15'00" East a distance of 476.75 feet to Corner No. 2 (said corner is identical to Corner No. 13, Tract F of the Morning Group Purchase Agreement); thence

South 86°33'00" East a distance of 538.23 feet to Corner No. 3 (said corner is identical to Corner No. 12, Tract F of the Morning Group Purchase Agreement); thence

South 88°51'30" East a distance of 76.73 feet to Corner No. 4; thence

Due South a distance of 101.59 feet to Corner No. 5; said corner lies adjacent to the North fence surrounding Morning Shops; thence

South 87°33'08" West along said North fence line a distance of 182.41 feet to Corner No. 6; thence

North 05°12'08" East a distance of 26.33 feet to Corner No. 7; thence

North 83°19'30" West a distance of 279.41 feet to Corner No. 8; thence

North 86°33'00" West a distance of 166.06 feet to Corner No. 9; thence

South 05°12'08" West a distance of 57.29 feet to Corner No. 10, a point on the North right of way line of the Morning Shop spur of the Northern Pacific Railway; thence

On said North right of way line along a 1/2° curve to the left having a chord 92.63 feet in length and bearing South 89°07'18" West to Corner No. 11, a point on the North right of way line of the main tract of the Northern Pacific Railway; thence

On said Northerly right of way line along a 6° curve to the left having a chord 356.66 feet in length and bearing North 86°49'26" West to the place of beginning.

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ALSO EXCEPT:

A tract of land situated in Lots 5 and 13 and in the Evening, M.S. 1181 Patented Mill Site situated in Hunter Mining District in Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

From the Northwest corner of Section 34, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho which is a stone 5"x10"x18" with three notches on the east side and buried 12 inches in the ground; thence

South 20°02'04" East a distance of 2540.06 feet to Corner No. 1, a steel pin, and the point of Beginning from which a concrete monument designated in surveys of American Smelting and Refining Company bears South 77°15'58" East a distance of 435.39 feet; thence

South 5°12'08" West a distance of 300.24 feet to Corner No. 2, a steel pin on the North right of way line of the railroad of Burlington Northern, Inc.; thence

Along said North right of way line on a curve to the left with a radius of 1000.47 feet, the long chord of said curve having a bearing of North 60°11'54" West and a length of 563.56 feet to Corner No. 3, a steel pin, which is also Corner No. 11 of the Hecla Tract; thence

Along line 11-10 of the Hecla tract North 89°07'18" East a distance of 92.63 feet to Corner No. 4, a steel pin, which is also Corner No. 10 of the Hecla tract; thence

Along line 10-9 of the Hecla tract North 5°12'08" East a distance of 57.29 feet to Corner No. 5, a steel pin which is also Corner No. 9 of the Hecla tract; thence

Along line 9-8 of the Hecla tract South 86°33'00" East a distance of 166.06 feet to Corner No. 6, a steel pin which is also Corner No. 8 of the Hecla tract; thence

Along line 8-7 of the Hecla tract South 83°19'30" East a distance of 254.41 feet to Corner No. 1, the place of beginning (25.00 feet short of reaching Corner No. 7 of the Hecla tract.)

PARCEL 7: -- Smeltonville Property

A tract of land situated in the Southwest 1/4 of Section 35, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at the South 1/4 Corner of the Section 35, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

North on and along the East line of the Southwest 1/4, 470 feet more or less to a point on the Southerly right of way line of McKinley Road as described in that certain survey of record recorded as Instrument No. 438261, records of Shoshone County, State of Idaho; thence

South 80°3'38" West, 350 feet more or less to the Northeast corner of that certain tract of land described in deed recorded as Instrument No. 347751, records of Shoshone County, State of Idaho; thence

South 10°39'00" East, 50 feet to a point, the Southeast corner of said tract described in deed recorded as Instrument No. 347751, records of Shoshone County, State of Idaho; thence

South 63°55'47" West a distance of 395 feet more or less to a point on the centerline of alley; thence

South 10 feet to a point on the South right of way line of said alley; thence

South 83°30'19" West a distance of 45 feet more or less to the Northeast corner of that certain tract of land as described in deed recorded as Instrument No. 373505, records of Shoshone County, State of Idaho; thence

South 32°30'30" West a distance of 172.79 feet to the Southeast corner of said tract described in deed recorded as Instrument No. 373505, records of Shoshone County, State of Idaho, a point on the extended North boundary line of 1st Avenue; thence

North 89°12'22" West a distance of 35 feet more or less to the East boundary line of 1st Avenue as described in Survey recorded as Instrument No. 438261 records of Shoshone County, State of Idaho; thence

South 00°47'38" West a distance of 25 feet to the South boundary line of Section 35, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 89°09'36" East on and along said South boundary line a distance of 850 feet more or less to the point of beginning.

EXCEPTING THEREFROM:

Any portion of 1st Avenue.

PARCEL 8: -- Kingston-Stull Property

A tract of land situated in Lot 4, Section 25, Township 49 North, Range 1 East, B.M., Shoshone County, State of Idaho, more particularly described as follows:

Beginning at the Northeast corner of said tract from whence the Southeast corner of Section 25, Township 49 North, Range 1 East, B.M., Shoshone County, State of Idaho bears South 83°32' East 3374.5 feet; thence

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North 65°56' West a distance of 1020 feet more or less to the center thread of the Coeur d'Alene River; thence

Southerly along the center thread of the said Coeur d'Alene River 430 feet more or less to a point; thence

South 80°15' East 920 feet more or less to a point at the Southeast corner of the tract hereby conveyed; thence

North 26°52' East 194.56 feet to the place of beginning.

EXCEPT:

Oregon Railroad and Navigation Company Right of Way

PARCEL 9 -- Jacquot Ranch Property

Southeast 1/4 of the Northwest 1/4 of Section 2, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho.

EXCEPT:

A tract of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 48 North, Range 2 East, B.M., Shoshone County more particularly described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho a concrete monument with copper plate flush with ground, thence the North 1/4 corner of section 2, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho bears North 0°56' East 1323.50 feet distant; thence

South 0°56' West 449.86 feet along the East line of said Southeast 1/4 of the Northwest 1/4 to a point; thence

South 44°56' West, 360.57 feet to a point; thence

South 12°00' East, 380.00 feet to a point; thence

South 26°53' West, 275.71 feet to a point; thence

North 89°41.25' West, 322.88 feet along the South line of said Southeast 1/4 of the Northwest 1/4 to a point on center line of a county road; thence

North 20°30' East, 640.00 feet along center line of county road to a point; thence

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North 26°25' East, 760.00 feet along center line of county road to a point; thence

North 18°54' East, 43.07 feet along center line of a county road to a point; thence

East 54.09 feet to the place of beginning.

ALSO EXCEPT:

A tract of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point from whence the Northeast corner of the Southeast quarter of the Northwest quarter of Section 2, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho which is a 2-inch pipe with a brass cap, bears North 89°43'50" East a distance of 260.90 feet; thence

North 88°47'20" West a distance of 164.38 feet to a point; thence

South 25°09' West a distance of 261.02 feet to a point; thence

South 64°51'00" East a distance of 75 feet to a point; thence

South 25°09' West a distance of 130.00 feet to a point; thence

South 64°51'00" East, a distance of 75.00 feet to a point on roadway; thence

South 64°51'00" East, a distance of 25.00 feet to a point; thence

South 25°09' West, a distance of 174.53 feet to a point being the most Southwesterly point of Lot 13 Sweeney Subdivision (an unofficial plat); thence

South 21°27'00" East a distance of 69.41 feet to a point; thence

South 64°09'20" East, a distance of 69.60 feet to a point; thence

North 28°39' East a distance of 759.08 feet to a point on the North boundary line of the Southeast 1/4 of the Northwest 1/4 of Section 2; thence

North 89°41'30" West a distance of 185 feet more or less to the point of beginning.

Government Gulch Mining Site

PARCEL 1: Big Creek Property

Portion of SE 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a post marked the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho and running thence

South 0°53' East, 2300 feet to a point; thence

North 48°27' West, 1775.1 feet to a point; thence

North 1°41' West, 1120 feet to a point which is the central point of Section 11, Township 48 North, Range 3 East, B.M.; thence

North 89°53' East, 1326 feet to the place of beginning.

EXCEPT: That portion of said property conveyed to the State of Idaho by deed recorded January 28, 1966 in Book 121, Deeds, at page 295, records of Shoshone County, State of Idaho.

ALSO EXCEPT: That portion of said property conveyed to the State of Idaho by deed recorded March 31, 1966 in Book 122, Deeds, at page 54, records of Shoshone County, State of Idaho.

ALSO EXCEPT: That portion of said property conveyed to the State of Idaho by deed recorded March 31, 1966 in Book 122, Deeds, at page 57, records of Shoshone County, State of Idaho.

ALSO EXCEPT: Beginning at a point which is identical with Corner No. 4 Evolution Millsite, M.S. 3202B, said point being on the East line of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho from which the common corner of Sections 11, 12, 13 and 14, Township 48 North, Range 3 East, B.M., Shoshone County, State of Idaho bears South 47°58'50" East, 1766.10 feet; thence

North 77°11' West, 347.02 feet to a point, said point being on the Northeasterly right of way line of the proposed F173 (20) State Highway; said right of way being right angle to and 200 feet distant from centerline; thence

South 43°23' West on and along highway right of way line 88 feet to a point, said point being right angle to and 112 feet distant from centerline; thence

On and along highway right of way line to an intersection with the East line of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 48 North, Range 3 East, B.M., Shoshone County,

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State of Idaho; said right of way line being on an arc having a radius of 11,340 feet subtended by a chord bearing South 47°59' East, 533.57 feet distant. Said right of way line being right angle to and 112 feet distant from centerline. Said East line of Southwest 1/4 of Southeast 1/4 and also being identical with the 4-5 Evolution Millsite, M.S. 3202B; thence

North 0°21' West on and along line 4-5 Evolution Millsite, M.S. 3202B, 348.11 feet distant to place of beginning.

PARCEL 2: -- River Bottom Property

That portion of the North 1/2 of the Southwest 1/4 and that portion of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho lying North of I-90 Interstate Highway.

EXCEPT: Any portion conveyed to the State of Idaho by deed recorded January 28, 1966 in Book 121, Deeds, at page 295, and recorded March 31, 1966 in Book 122, Deeds, at pages 54 and 57, records of Shoshone County, State of Idaho.

PARCEL 3: -- Willow Creek Property

South 1/2 of Section 36, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. As to an undivided 1/2 interest only.

PARCEL 7: -- Page Property

Sugar, Chief, Chief No. 2, Porte Rico, Laura and Florence, M.S. 2862 Patented Mining Claims situated in Yreka Mining District in Sections 2, 10 and 11, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho.

EXCEPT:

That portion of Sugar, Florence and Chief No. 2, M.S. 2862 more particularly described as follows:

Using the Bunker Hill Triangulation meridian, beginning at Corner No. 7 of the Ninety Six, M.S. 1715 Patented Mining Claim which said corner is evidenced by a concrete monument; thence

South 19°15' West a distance of 346.48 feet to Corner No. 6 (shown of record as 346.0 feet) which said corner is evidenced by a concrete monument; thence

South 2°39.4' West a distance of 245.33 feet (shown of record as South 2°55' West a distance of 245.5 feet) to Corner No. 5 of the Ninety Six Lode, a 1-inch square drill steel; thence

South 74°32' East a distance of 884.66 feet (shown of record as 884.65 feet) to Corner No. 4 of

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the Ninety Six Lode a concrete monument which is also a point on Line 4-5 of the McLelland Lode, M.S. 1681; thence

South 19°15' West a distance of 86.5 feet (shown of record as 95.0 feet) to Corner No. 4 of the McLelland Lode, a concrete monument; thence

Along line 3-4 of the McLelland Lode South 68°10' East a distance of 225.38 feet (shown of record as 210.32 feet and on record M.S. 2862 as 228.45 feet) to the Intersection with Line 2-3 of the No. 2 Lode, M.S. 1357, said line 2-3 being identical with line 1-2 of the Florence Lode, M.S. 2862; thence

Along said Line 2-3 South 17°46' West a distance of 429.07 feet (shown of record, M.S. 2862 as South 18°13' West, a distance of 429.38 feet) to Corner No. 3 of the No. 2 Lode a 1 1/2 inch diameter pipe identical with Corner No. 2 of the No. 3 Lode and with Corner No. 1 of the No. 5 Lode both M.S. 1357 and also identical with Corner No. 2 of the Florence Lode, M.S. 2862; thence

Along Line 1-2 of the No. 5 Lode North 72°48' West (shown of record as North 72°13'30" West) a distance of 1365.44 feet to a point; thence

North 19°10.3' East a distance of 1101.97 feet to a point on Line 3-4 of the Princess Lode, M.S. 1633; thence

Along Line 3-4 of the Princess lode South 69°19.5' East (shown of record as South 68°44' East) a distance of 177.09 feet to Corner No. 7 of the Ninety-Six Lode, the place of beginning.

ALSO EXCEPT:

A portion of Sugar, Chief, Chief No. 2, Porte Rico, Laura and Florence, M.S. 2862 Patented Mining Claims more particularly described as follows:

Using the Bunker Hill Triangulation Meridian and beginning at Corner No. 2 of the No. 5, M.S. 1357 Patented Mining Claim which is a 1 inch square drill steel; thence

South 36°40' West a distance of 118.67 feet (shown of record as 117.44 feet) to the point of intersection with Line 2-3 of the Chief No. 2 Lode, M.S. 2862; thence

North 55°32' West along said Line 2-3 a distance of 329.39 feet (shown of record as 326.7 feet) to Corner No. 1 of the Porte Rico, M.S. 2862; thence

South a distance of 537.80 feet (shown of record as 546.51 feet) along Line 1-2 of said Porte Rico Lode to the point of intersection with Line 2-3 of the No. 5 Lode; thence

South 36°40' West along Line 2-3 of the No. 5 Lode a distance of 37.61 feet (shown of record as

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31.69 feet) to Corner No. 3 of the No. 5 Lode; thence

South 71°03' East along Line 3-4 of the No. 5 Lode a distance of 23.75 feet (shown of record as 20.0 feet) to the point of intersection with Line 1-2 of the Porte Rico; thence

South along said Line 1-2 a distance of 24.32 feet (shown of record as 21.57 feet) to Corner No. 2 of said Porte Rico which is a concrete monument identical with Corner No. 1 of the Laura Lode, M.S. 2862; thence

South 00°05' East a distance of 600.71 feet (shown of record as 600.0 feet) to Corner No. 2 of said Laura Lode a concrete monument; thence

West along Line 2-3 of the Laura Lode a distance of 300.0 feet to a point; thence

North 00°26' West a distance of 2301.19 feet to a point on Line 2-3 of the Tunnel Fraction, M.S. 1638; thence

South 83°41' East along said Line 2-3 a distance of 615.62 feet to Corner No. 2 of said Tunnel Fraction lode; thence

North 22°00' East along Line 1-2 of the Tunnel Fraction a distance of 11.8 feet (shown of record as 7.11 feet) to the point of intersection with Line 4-1 of the Sugar Lode, M.S. 2862; thence

Along Line 4-1 of the Sugar Lode South 84°15.75' East a distance of 234.66 feet (shown of record as South 84°10' East a distance of 244.96 feet) to the point of intersection with Line 3-4 of the Princess Lode, M.S. 1633; thence

South 69°19.5' East (shown of record as South 68°44' East) along said Line 3-4 of the Princess Lode a distance of 237.15 feet to a point; thence

South 19°10.3" West a distance of 1101.97 feet to a point on line 1-2 of the No. 5 lode; thence

North 72°48' West (shown of record as North 72°13'30" West) a distance of 60.0 feet along said Line 1-2 to Corner No. 2 of the No. 5 Lode, the place of beginning.

Kootenai County 14 Parcels

Land situated in the County of Kootenai, State of Idaho, and described as follows:

PARCEL 2:

The East half of the Southwest quarter, the Northwest quarter of the Southwest quarter and Lot 1 of Section 28, and Lot 3 of Section 32, all in Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho.

Also that tract, piece or parcel of land known as the “Old Coeur D’Alene Mission Ranch”, being situated in Sections 28, 29, 32 and 33, Township 49 North, Range 1 East, Boise Meridian, and in Section 4, Township 48 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, and patented by the United States of America to Joseph Cataldo as Superior General of the Rocky Mountain Mission of the Society of Jesus in Montana, Oregon, Idaho and Washington and his successors, which patent was dated May 17, 1889, and recorded in Book “E” of Deeds, page 502, records of Kootenai County, Idaho, particularly described as follows:

Beginning at a point designated by slate stone properly marked on the right bank of the Coeur D’Alene River at the foot of hill bearing Northeast and Southwest immediately above the first crossing of the Coeur D’Alene River by the Mullan Road;

Thence South 77 ½ degrees West, 20 chains;

Thence North 57 degrees West, 20 chains;

Thence North 29 ¼ degrees West, 13 chains;

Thence North 23 ½ degrees West, 7 chains;

Thence North 23 degrees East, 21 chains;

Thence North 17 ¼ degrees West, 18.34 chains to line between Sections 28 and 33, 16.40 chains East of corner to Sections 28, 29, 32 and 33;

Thence North 62 ¼ degrees West, 18.20 chains to line between Sections 28 and 29, 8.40 chains North of corner to Sections 28, 29, 32 and 33;

Thence North 78 ¾ degrees West, 35.80 chains to Northwest corner of the claim;

Thence South 15.26 chains to line between Sections 29 and 32, 35.20 chains West of corner to Sections 28, 29, 32 and 33 and 18.40 chains to Northeast corner of Coeur D’Alene Indian Reservation, 20.10 chains, 58 mile corner on Eastern boundary of said reservation, 60.10 chains ½ mile corner same reservation, 74.80 chains and leave said boundary line;

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Thence East 9.30 chains;

Thence South 20.81 chains to meander corner to fractional Sections 5 and 32 in the 10th standard parallel North;

Thence East along said standard parallel 22.19 chains to Northeast corner of Section 5, Township 48 North, Range 1 East, Boise Meridian;

Thence South on line between fractional Sections 4 and 5 in said Township, 19.76 chains to meander corner to fractional Sections 4 and 5 on the North and right bank of the Coeur D'Alene River;

Thence in Section 4 by a meander line along said river, South 86 degrees East, 8.52 chains;

Thence South 77 $\frac{3}{4}$ degrees East, 13 chains;

Thence North 62 $\frac{1}{2}$ East, 26 chains;

Thence North 86 degrees East, 6.50 chains

Thence North 38 degrees East, 6 chains;

Thence North 21 degrees East, 8 chains to meander corner to fractional Sections 4 and 33 in the 10th standard parallel North;

Thence in Section 33, Township 49 North, Range 1 East, Boise Meridian, North 14 $\frac{1}{4}$ degrees East, 20 chains to beginning, being parts of Sections 28, 29, 32 and 33, Township 49 North, Range 1 East, Boise Meridian and of Section 4, Township 48 North, Range 1 East, Boise Meridian;

Excepting and excluding that portion of the above described premises particularly described as follows:

Beginning at the Northeast Corner, No. 1 of said Tract, a fir post scribed m 1, whence the Northwest corner of the Coeur D'Alene Mission claim bears North 22 degrees 23'51" West, 4391.26 feet; and the corner of Sections 28, 29, 32 and 33, in Township 49 North, Range 1 East, Boise Meridian, bears North 11 degrees 57' East, 3112 feet, and running thence South 29 degrees 8' West, 496.6 feet to Corner No. 2, a stump 6 inch square, 1 foot high, scribed m 2, whence a cottonwood tree 8 inches in diameter bears South 32 degrees 14' East, 51.1 feet, and a cottonwood tree 5 inches in diameter bears South 71 degrees 33' East, 27.8 feet;

Thence South 21 degrees 34' West, 250.6 feet to Corner No. 3, a rock in place chiseled x m3;

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Thence South 49 degrees 26' West, 292.5 feet to Corner No. 4, a post 4 inch square, 2 feet high scribed m 4, whence a cottonwood tree 12 inches in diameter bears South 6 degrees 30' East, 24.4 feet, and a cottonwood tree 12 inches in diameter bears North 69 degrees 47' East, 46 feet;

Thence South 85 degrees 53' West, 241.2 feet to Corner No. 5, a cross on rock outcrop chiseled x m5;

Thence South 78 degrees 56' West, 237.7 feet to Corner No. 6, a post 3 ½ inch square 1 foot high scribed m 6, whence a poplar tree 12 inches in diameter bears South 2 degrees 11' West, 44.1 feet, and a poplar tree 14 inches in diameter bears South 49 degrees 20' West, 60.4 feet;

Thence North 61 degrees 21' West, 162.5 feet to Corner No. 7, a post 3 inch square, 1 foot high scribed m 7, whence a cottonwood tree 12 inches in diameter bears South 22 degrees 46' West, 58 feet, and a cottonwood tree 12 inches in diameter bears South 7 degrees 48' East, 66.4 feet;

Thence North 5 degrees 52' West, 220.3 feet to Corner No. 8, a 5 inch post, 1 foot high, scribed m 8, whence a birch tree 6 inches in diameter bears North 26 degrees 39' West, 28.9 feet and a cottonwood tree 5 inches in diameter bears North 77 degrees 53' West, 31 feet;

Thence North 3 degrees 16' West, 425.3 feet to Corner No. 9, a post 5 inch square, 1 foot high, scribed m 9, whence an elder tree 4 inches in diameter bears North 79 degrees 18' East, 70.3 feet and a thorn bush 5 inches in diameter bears North 13 degrees 57' East, 28.2 feet;

Thence North 41 degrees 40' East, 414.4 feet to Corner No. 10, a 5 inch post, 2 feet high, scribed m 10, whence a cottonwood tree 30 inches in diameter bears South 49 degrees 29' East, 19.4 feet, and a thorn tree 6 inches in diameter bears North 37 degrees 25' West, 13.7 feet;

Thence North 67 degrees 52' East, 497.9 feet to Corner No. 11;

Thence South 58 degrees 14' East, 567.5 feet to Corner No. 1, the place of beginning.

And also excepting and excluding from the above described premises that certain Tract of land consisting of one acre more or less conveyed by the pioneer educational society to George Ryan by deed dated June 13, 1913, recorded in Book 53 of Deeds, page 384, Records of Kootenai County, Idaho and described as follows:

Beginning at an iron monument Southeast of a store building situated Northwest of the old mission church hill, and facing the road to Cataldo, Idaho;

Thence North 286.44 feet;

Thence West 216.21 feet;

Thence South 116.51 feet;

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Thence Southeasterly 275 feet to beginning in the South half of Section 32, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho.

Also excepting from the above described premises, the I-90 and old US 10 Highway right of ways.

Also excepting that portion of the above described premises more particularly described as follows:

A tract of land lying in the Southwest quarter of Section 28, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

From the West quarter corner of Section 28, Township 49 North, Range 1 East, Boise Meridian, which is a white stone marked on the face, go South 21 degrees 10'30" East, a distance of 2842.08 feet to Corner No. 1, a point on the line between Sections 28 and 33, Township 49 North, Range 1 East, which is a concrete monument with a inch steel rod in the center and which is also Corner No. 7 of the mission claim survey and the point of beginning:

Thence due West along the line between Sections 28 and 33, a distance of 55.06 feet to Corner No. 2, a steel pipe with a brass cap, and a point on the Northeast right of way line of a county road, formerly U.S. Highway 10;

Thence North 45 degrees 01'50" West along the said Northeast right of way line, a distance of 169.93 feet to Corner No. 3, a steel pipe with a brass cap;

Thence North 70 degrees 31'30" East, a distance of 198.36 feet to Corner No. 4, a steel pipe with a brass cap, and a point 10 feet Southwest of the centerline of a telephone transmission line;

Thence South 54 degrees 58'10" East parallel to and 10 feet distant from the centerline of said telephone transmission line a distance of 163.55 feet to Corner No. 5, a steel pipe with a brass cap;

Thence South 28 degrees 49'40" West, a distance of 108.57 feet to Corner No. 6, a steel pipe with a brass cap, and a point on the line between Sections 28 and 33;

Thence North 89 degrees 36' West, along the line between Sections 28 and 33, a distance of 95.40 feet to Corner No. 1, the point of beginning, all lying within the mission claim and Lot 1 of Section 28, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho.

Also excepting that portion of the above described premises more particularly described as Tracts 1, 2, 3, 4 and 5, as follows:

Tract 1:

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Using the North Idaho plane co-ordinate system bearings:

From the West quarter corner of Section 28, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, which is a white stone marked $\frac{1}{4}$ on the face, go South 20 degrees 44'11" East, a distance of 2842.06 feet to a point on the line between Sections 28 and 33 marked by a concrete monument 6 inch square and 1 foot above ground, which is Corner No. 7 of the mission claim survey;

Thence North 89 degrees 38'41" West, along the line between Sections 28 and 33, a distance of 198.32 feet to a point on the Southwest right of way line of old Highway U.S. 10 and the true point of beginning.

Thence along said right of way on a curve to the left with a radius of 1382.69 feet and a central angle of 22 degrees 00'48", the long chord of which curve has the bearing of North 50 degrees 22'04" West and a length of 527.97 feet to a point opposite station 864 + 40 ahead = station 873 + 22.3 back;

Thence continuing on said right of way line, North 61 degrees 22'30" West, a distance of 2.50 feet to a point opposite station 873 + 19.8;

Thence continuing on said right of way line on a curve to the left with a radius of 3153.23 feet and central angle of 22 degrees 49'38", the long chord of which curve has a bearing of North 72 degrees 51'46" West and a length of 1248.00 feet to a point opposite station 860 + 43.4;

Thence continuing on said right of way line, North 84 degrees 21'00" West, a distance of 492.20 feet to a point opposite station 855 + 51.2;

Thence continuing on said right of way line on a curve to the right with a radius of 2914.93 feet and a central angle of 7 degrees 34'00", the long chord of which curve has a bearing of North 80 degrees 33'59" West and a length of 384.67 feet to a point opposite station 851 + 70.0 back = station 851 +72.9 ahead;

Thence continuing on said right of way line North 76 degrees 47'00" West, a distance of 782.71 feet to intersect the old East boundary of the Coeur D'Alene Indian Reservation, which is also the West boundary of the mission claim at a point South 0 degrees 30'00" West, 70.67 feet from corner number 9 of the mission claim;

Thence leaving the South right of way line of old u.s. 10, and along line 9-10 of the mission claim South 0 degrees 30'00" West, a distance of 954.12 feet to corner number 10 of the mission claim, which is a point on the line between Sections 29 and 32, Township 49 North, Range 1 East, Boise Meridian;

Thence along the South line of said Section 29, South 89 degrees 06'53" East, a distance of 2357.20 feet to the Section corner common to Sections 28, 29, 32 and 33;

Thence along the South line of Section 28, South 89 degrees 38'41" East, a distance of 884.08 feet to the true point of beginning, all lying in Sections 28 and 29, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, being a portion of the mission donation claim;

To convert this description to true North reference, subtract 0 degrees 26'13" from all Northeast-Southwest bearings and add 0 degrees 26'13" to all Northwest-Southeast bearings.

Tract 2:

Using the North Idaho plane co-ordinate system bearings:

From the West quarter corner of Section 28, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, which is a white stone marked $\frac{1}{4}$ on the face, go South 20 degrees 44'11" East, a distance of 2842.06 feet to a point on the line between Sections 28 and 33 marked by a concrete monument 6 inches square and one foot above ground, which is corner number 7 of the mission claim survey;

Thence North 89 degrees 38'41" West along the line between Sections 28 and 33, a distance of 198.32 feet to a point on the Southwest right of way line of old Highway U.S. 10 and the true point of beginning;

Thence along the North line of Section 33, North 89 degrees 38'41" West, a distance of 884.08 feet to the corner common to Sections 28, 29, 32 and 33;

Thence along the North line of Section 32, North 89 degrees 06'53" West, a distance of 2357.20 feet to intersect the West line of the mission claim at Corner No. 10 of said claim;

Thence South 0 degrees 30'00" West along said West line, a distance of 1898.24 feet to intersect the North right of way line of Highway I-90;

Thence along said right of way line on a curve to the right with a radius of 11459.16 feet and central angle of 9 degrees 54'17", the long chord of which curve has a bearing of South 64 degrees 36'04" East and a length of 1978.47 feet;

Thence continuing along said North right of way line, South 59 degrees 44'34" East, a distance of 116.77 feet;

Thence continuing along said North right of way line, South 79 degrees 46'23" East, a distance of 510.90 feet;

Thence continuing along said North right of way line, North 30 degrees 15'26" East, a distance of 195.00 feet;

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Thence continuing along said North right of way line, South 59 degrees 44'34" East, a distance of 140.00 feet;

Thence continuing along said North right of way line, South 30 degrees 15'26" West, a distance of 195.00 feet;

Thence continuing along said North right of way line, South 39 degrees 42'37" East, a distance of 510.90 feet;

Thence continuing along said North right of way line, South 59 degrees 44'34" East, a distance of 650.00 feet;

Thence continuing along said North right of way line, South 70 degrees 57'34" East, a distance of 462.68 feet;

Thence North 30 degrees 15'26" East, a distance of 111.75 feet to intersect line 2-3 of the mission claim;

Thence along said line 2-3 North 56 degrees 30'00" West, a distance of 49.56 feet to Corner No. 3 of the mission claim;

Thence North 28 degrees 45'00" West, a distance of 873.00 feet to Corner No. 4 of the mission claim;

Thence North 23 degrees 00'00" West, a distance of 470.10 feet to Corner No. 5 of the mission claim;

Thence along line 5-6 of the mission claim, North 23 degrees 30'00" East, a distance of 467.86 feet to intersect the West right of way line Highway U.S. 10;

Thence along said West right of way line on a curve to the right with a radius of 2914.93 feet and a central angle of 9 degrees 01'40", the long chord of which curve has a bearing of North 4 degrees 46'42" East and a length of 458.81 feet to a point opposite station 887 + 01.4;

Thence continuing on said West right of way line, North 9 degrees 17'30" East, a distance of 494.30 feet to a point opposite station 882 + 07.1;

Thence on a curve to the left with a radius of 1382.69 feet and a central angle of 48 degrees 39'12", the long chord of which curve has a bearing of North 15 degrees 02'06" West and a length of 1139.17 feet to the true point of beginning.

Tract 3:

That portion conveyed to J. Edward Short, et ux, by deed recorded June 25, 2004, Instrument No. 1884397, official records.

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All lying in Sections 32 and 33, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, being a portion of the mission donation claim.

To convert this description to a true North reference, subtract 0 degrees 26'13" from all Northeast-Southwest bearings and add 0 degrees 26'13" to all Northwest-Southeast bearings.

Tract 4:

That portion conveyed to Werner M. Mack, et al, recorded May 04, 1999, Instrument No. 1587529, and that portion conveyed to the Coeur D'Alene Railway and Navigation Company, recorded October 20, 1886, in Book "C" of Deeds, page 179, official records.

Tract 5:

That portion conveyed to the Coeur D'Alene Railway and Navigation Company recorded October 20, 1886, in Book "C" of Deeds, page 179, official records.

PARCEL 3:

A Tract of land lying within Township 49 North, Range 1 West, Boise Meridian, Township 49 North, Range 1 East, and Township 48 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, traversed from East to West by the Coeur D'Alene River, U.S. Highway 10 and U.S. Highway Interstate 90, and divided by said highways into smaller Tracts, more completely described by Sections as follows:

In Section 25, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho:

Tract 1:

A Tract of land situated in the South half of the Northeast quarter and in the Southeast quarter of the Northwest quarter of Section 25, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, comprising all of Lot 7 and portions of Lots 4 and 8 of said Section 25, more particularly described as follows, to-wit:

Beginning at a point on the fence line locally recognized as the East-West centerline of said Section 25, from which the intersection of fences locally accepted as the center of said Section 25 bears South 89 degrees 12'02" West, a distance of 396.56 feet;

And running approximately along the contour at an elevation of 2138 feet;

Thence North 30 degrees 40' East, a distance of 175.48 feet;

Thence North 9 degrees 36'30" East, a distance of 366.19 feet;

Thence South 78 degrees 55' West, a distance of 322.17 feet;

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Thence North 20 degrees 11' East, a distance of 139.33 feet;

Thence North 21 degrees 22' West, a distance of 154.88 feet;

Thence North 51 degrees 31'30" West, a distance of 159.03 feet;

Thence North 74 degrees 51' West, a distance of 110.21 feet;

Thence South 76 degrees 27'30" West, a distance of 168.02 feet;

Thence North 78 degrees 58' West, a distance of 173.33 feet;

Thence North 41 degrees 01' West, a distance of 203.70 feet;

Thence North 11 degrees 24'30" West, a distance of 152.37 feet, and intersect the old North boundary of the former Coeur D'Alene Indian Reservation;

Thence leaving the 2138 foot contour and along said North boundary, South 72 degrees 01'12" East, a distance of 3319.06 feet to the East boundary of said Section 25;

Thence South 0 degrees 09'05" West, along the East boundary of Section 25, a distance of 93.70 feet to a point on a fence line locally recognized as the East quarter corner of said Section 25;

Thence South 89 degrees 12'02" West, along a fence line, a distance of 2254.83 feet to the point of beginning, all lying within Section 25, Township 49 North, Range 1 West, Boise Meridian, Kootenai County , Idaho.

Tract 2:

All that part of the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section 25, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at a point on the fence line locally recognized as the East-West centerline of said Section 25, from which the intersection of fences locally accepted as the center of said Section 25, bears South 89 degrees 12'02" West, a distance of 396.56 feet, go North 89 degrees 12'02" East, a distance of 2254.83 feet to the East boundary of Section 25, which is also the Boise Meridian;

Thence South 0 degrees 09'05" West along the Boise Meridian, a distance of 1676.43 feet to intersect the North right of way line of U.S. Highway Interstate 90 at a point opposite station 757 + 67.63;

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Thence along said North right of way line on a curve to the right with a radius of 22718.33 feet and a central angle of 0 degrees 20'05", the long chord of which curve bears North 61 degrees 04'22" West and has a length of 132.77 feet to a point opposite a station 756 +33.74;

Thence along said North right of way line, North 60 degrees 54'20" West, a distance of 156.55 feet;

Thence leaving said right of way line, North 19 degrees 54'30" East, a distance of 19.60 feet;

Thence North 7 degrees 05'00" East, a distance of 114.96 feet;

Thence North 14 degrees 09'00" West, a distance of 60.04 feet;

Thence North 52 degrees 18'30" West, a distance of 99.68 feet;

Thence South 78 degrees 08'00" West, a distance of 325.53 feet;

Thence North 88 degrees 20'00" West, a distance of 138.46 feet;

Thence North 77 degrees 42'00" West, a distance of 25.94 feet to a point on the North right of way line of U.S. Highway Interstate 90;

Thence along said North right of way line, North 60 degrees 54'20" West, a distance of 716.31 feet;

Thence leaving said right of way line, North 33 degrees 45'00" West, a distance of 204.74 feet;

Thence North 61 degrees 50'00" West, a distance of 156.63 feet;

Thence North 67 degrees 30'00" West, a distance of 154.02 feet;

Thence North 51 degrees 23'00" West, a distance of 321.32 feet;

Thence North 42 degrees 37'00" West, a distance of 410.74 feet;

Thence North 35 degrees 45'30" East, a distance of 140.71 feet;

Thence North 30 degrees 40'00" East, a distance of 48.75 feet to the point of beginning.

Tract 3:

A Tract of land lying in the South half of the Southeast quarter of Section 25, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

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From the South quarter corner of Section 25, which is a $\frac{3}{4}$ inch iron pipe set between 4 posts, with the stump of an original bearing tree 7.1 feet North of said quarter corner, go South 89 degrees 50' East, a distance of 850.00 feet to the point of beginning;

Thence North 52 degrees 51'55" West, a distance of 103.34 feet;

Thence North 67 degrees 12'55" West, a distance of 84.98 feet;

Thence North 85 degrees 26'55" West, a distance of 140.33 feet;

Thence North 50 degrees 21'55" West, a distance of 102.99 feet;

Thence North 6 degrees 00'55" West, a distance of 471.69 feet;

Thence North 14 degrees 29'05" East, a distance of 142.89 feet;

Thence North 87 degrees 55'35" East, a distance of 234.65 feet;

Thence South 61 degrees 14'55" East, a distance of 151.34 feet;

Thence North 83 degrees 51'05" East, a distance of 103.28 feet;

Thence South 78 degrees 14'25" East, a distance of 693.05 feet;

Thence South 69 degrees 34'25" East, a distance of 211.68 feet;

Thence North 71 degrees 05'05" East, a distance of 80.32 feet;

Thence North 34'23'05" East, a distance of 270.10 feet;

Thence North 39 degrees 38'05" East, a distance of 123.95 feet and intersect South right of way line of U.S. Highway Interstate 90;

Thence along said South right of way line, South 60 degrees 55'34" East, a distance of 248.42 feet to a point opposite station 756 + 33.74;

Thence along said South right of way line on a curve to the left with a central angle of 0 degrees 53'49", and a radius of 23118.33 feet, the long chord of which curve bears South 61 degrees 33'47" East, and has a length of 346.65 feet, to a point on the East boundary of Section 25, which is also a point on the Boise Meridian;

Thence South 0 degrees 09'05" West, along said East boundary, a distance of 574.99 feet to the Southeast corner of Section 25;

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Thence North 89 degrees 50'00" West, along the South boundary of Section 25, a distance of 1781.14 feet to the point of beginning.

In Section 36, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho:

Tract 4:

A Tract of land lying in the Northeast quarter of Section 36, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at a point on the North boundary of said Section 36 from which the North quarter corner of the said Section 36 bears North 89 degrees 50' West, a distance of 850.00 feet;

Thence South 89 degrees 50' East, along the North boundary of Section 36, a distance of 1781.14 feet to the Northeast corner of Section 36 at the Boise Meridian;

Thence South along the Boise Meridian, which is also the East boundary of Section 36, a distance of 2645.57 feet to the East quarter corner of Section 36;

Thence North 89 degrees 57'06" West, along the East-West centerline of Section 36, a distance of 1417.13 feet;

Thence North 31 degrees 50'51" West, a distance of 622.76 feet;

Thence North 46 degrees 16'22" West, a distance of 159.14 feet;

Thence North 67 degrees 02'45" West, a distance of 184.62 feet;

Thence North 84 degrees 17'21" West, a distance 281.40 feet;

Thence North 41 degrees 59'13" West, a distance of 134.54 feet;

Thence North 4 degrees 58'11" East, a distance of 230.87 feet;

Thence North 35 degrees 03'33" East, a distance of 696.35 feet;

Thence North 33 degrees 41'24" West, a distance of 72.11 feet;

Thence North 83 degrees 44'45" West, a distance of 367.19 feet;

Thence North 8 degrees 36'56" West, a distance of 166.88 feet;

Thence North 53 degrees 07'48" East, a distance of 175.00 feet;

Thence North 69 degrees 47'36" East, a distance of 767.22 feet;

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Thence North 18 degrees 26'05" East, a distance of 63.25 feet;

Thence North 38 degrees 26'09" West, a distance of 402.81 feet to the point of beginning.

Excepting therefrom that portion, if any, lying within the land conveyed to Arthur E. Hassa, recorded March 20, 1947, in Book 135, page 3, official records.

Tract 5:

The East half of the Southeast quarter of Section 36, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho;

Excepting therefrom that portion conveyed to Keith Sims, et al, recorded June 07, 2006, as Instrument No. 2036055000, official records.

Tracts 6 and 7:

Intentionally omitted

In Section 30, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho:

Tract 8:

A portion of Lot 1, Section 30, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

From a point on the Boise Meridian and on a fence intersection locally recognized as the West quarter of Section 30, go North 0 degrees 09'05" East along the Boise Meridian, a distance of 1328.45 feet to the Southwest corner of Lot 1, Section 30, Township 49 North, Range 1 East, Boise Meridian, and the point of beginning;

Thence North 0 degrees 09'05" East, along the Boise Meridian, a distance of 1260.87 feet to a point on the South right of way line of U.S. Highway 10;

Thence along a curve to the right with a radius of 1352.69 feet, on said South right of way line to a point opposite station 756 + 90.9, the long chord of which bears South 62 degrees 40'47" East, and has a length of 752.28 feet;

Thence South 46 degrees 21'30" East along said South right of way line, a distance of 924.03 feet to a point opposite station 766 + 14.93, at the point of intersection with the East line of Lot 1 of Section 30;

Thence South 0 degrees 10'00" West along the East line of Lot 1, a distance of 274.36 feet to the Southeast corner of Lot 1;

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Thence South 89 degrees 50'58" West, along the South line of Lot 1, a distance of 1339.59 feet to the point of beginning.

Tract 9:

All of Lot 3, Lot 8 and Lot 9, Section 30, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

From a point on the Boise Meridian and on a fence intersection locally recognized as the West quarter corner of Section 30, the point of beginning, go North 0 degrees 09'05" East, along the Boise Meridian, a distance of 93.70 feet to the Northwest corner of Lot 9, Section 30;

Thence South 70 degrees 04'31" East, along the old North boundary of the Coeur D'Alene Indian Reservation, a distance of 1423.01 feet;

Thence North 0 degrees 10'00" East, a distance of 395.20 feet;

Thence North 89 degrees 49'51" East, a distance of 1324.53 feet to the center of Section 30;

Thence South 0 degrees 13'03" West, a distance of 1345.26 feet;

Thence South 89 degrees 39'52" West, a distance of 2662.23 feet and intersect the Boise Meridian;

Thence North 0 degrees 09'05" East, along the Boise Meridian, a distance of 1352.97 feet to the point of beginning.

Tract 10:

That part of the Southeast quarter of the Northwest quarter and Lot 2 of Section 30, Township 49 North, Range 1 East, Boise Meridian, lying South of the Southwest right of way line of U.S. Highway 10, more particularly described as follows:

Beginning at a point on the South right of way line of U.S. Highway 10, 180 feet distant and opposite station 769 + 03.2, and the point of beginning;

Thence South 46 degrees 21'30" East, along said South right of way line, a distance of 1628.62 feet to intersect the North-South centerline of Section 30, opposite station 785 + 31.8;

Thence South 0 degrees 13'00" West, along the said North-South centerline, a distance of 200.49 feet to the center of Section 30;

Thence South 89 degrees 49'51" West, along the East-West centerline of Section 30, a distance of 1324.53 feet to intersect the West boundary of the East half of the Northwest quarter of Section 30;

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Thence South 0 degrees 10'00" West, a distance of 395.20 feet to intersect the old North boundary of the Coeur D'Alene Indian Reservation;

Thence North 70 degrees 04'31" West, along said old North boundary, a distance of 1423.01 feet to intersect the West boundary of Section 30, which is also the Boise Meridian;

Thence North 0 degrees 09'05" East, along the Boise Meridian, a distance of 1234.75 feet;

Thence leaving the Boise Meridian, North 89 degrees 50'58" East, a distance of 1482.33 feet and intersect the South right of way line of U.S. Highway 10 at the point of beginning.

Tract 11:

A portion of the Southeast quarter, and Lots 4, 6 and 7, of Section 30, Township 49 North, Range 1 East, Boise Meridian, more particularly described as follows:

Beginning at the center of said Section 30, go North 89 degrees 49'51" East, along the East-West centerline of Section 30, a distance of 374.34 feet to a point on the South right of way line of U.S. Highway 10 opposite and 100 feet distant from station 789 + 23.85;

Thence along said South right of way line on a curve to the left with a radius of 2392.01 feet and a central angle of 6 degrees 00'52" to a point opposite and 100 feet from station 791 + 64.34, said curve having a long chord with a bearing of South 58 degrees 58'08" East and a length of 250.98 feet;

Thence South 28 degrees 01'27" West, a distance of 65.40 feet;

Thence South 0 degrees 05'12" East, a distance of 164.92 feet;

Thence South 69 degrees 12'00" West, a distance of 214.53 feet;

Thence South 54 degrees 19'30" West, a distance of 82.32 feet;

Thence South 8 degrees 52'00" West, a distance of 13.62 feet;

Thence South 78 degrees 32'30" West, a distance of 35.29 feet;

Thence South 7 degrees 49'56" East, a distance of 211.90 feet;

Thence South 78 degrees 32'30" East, a distance of 63.33 feet;

Thence South 22 degrees 21'30" East, a distance of 52.58 feet;

Thence South 39 degrees 00'30" East, a distance of 74.11 feet;

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Thence South 73 degrees 23'00" East, a distance of 157.45 feet;

Thence South 38 degrees 44'30" East, a distance of 74.31 feet;

Thence South 5 degrees 16'00" West, a distance of 153.92 feet;

Thence South 40 degrees 02'00" East, a distance of 110.80 feet;

Thence South 55 degrees 38'30" East, a distance of 157.97 feet;

Thence South 59 degrees 28'00" East, a distance of 138.55 feet;

Thence South 85 degrees 02'30" East, a distance of 62.16 feet;

Thence North 76 degrees 10'00" East, a distance of 40.78 feet;

Thence North 48 degrees 54'30" East, a distance of 67.99 feet;

Thence North 11 degrees 50'00" East, a distance of 96.82 feet;

Thence North 3 degrees 34'00" West, a distance of 140.81 feet;

Thence North 10 degrees 03'30" West, a distance of 71.57 feet;

Thence North 8 degrees 36'30" East, a distance of 177.43 feet;

Thence North 73 degrees 09'30" East, a distance of 202.04 feet;

Thence North 29 degrees 20'30" East, a distance of 76.67 feet;

Thence North 20 degrees 51'30" East, a distance of 110.32 feet;

Thence North 33 degrees 13'30" East, a distance of 147.60 feet to a point on the South right of way line of U.S. Highway 10 opposite and 80 feet distant from station 800 + 57.12;

Thence South 71 degrees 27'00" East, along said South right of way line, a distance of 1280.18 feet to the East boundary of Section 30 at a point opposite station 813 + 37.30;

Thence South 0 degrees 16'56" West along said East boundary a distance of 1831.28 feet to the Southeast corner of Section 30;

Thence South 89 degrees 29'55" West along the South boundary of Section 30, a distance of 2660.72 feet to the point for the South quarter corner of Section 30;

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Thence North 0 degrees 13'03" East, along the North-South centerline of Section 30, a distance of 2690.53 feet to the point of beginning;

Excepting therefrom that portion conveyed to Joe A. Jenecik, et ux, recorded July 14, 2004 as Instrument No. 1888088, and corrected by affidavit recorded March 10, 2005 as Instrument No. 1934302, official records.

Tract 12

A parcel of land lying North of the Old U.S. Highway 10 in the Northeast quarter of the Southeast quarter and Lot 5 of Section 30, Township 49 North, Range 1 East, Boise Meridian, more particularly described as follows:

From a point on the East line of said Section 30, which is also a point on the North right of way line of Old U.S. Highway 10, 80 feet distant and North 18 degrees 33' East from station 812 + 84.49, and the true point of beginning, go North 71 degrees 27'00" West, along said North right of way line, a distance of 1144.49 feet to a point opposite station 801 + 40, which is also a point on the Southeast right of way line of the old national highway;

Thence East along said old national highway right of way, North 41 degrees 11'10" East, a distance of 217.92 feet;

Thence continuing along said old national highway right of way on a curve to the left with a radius of approximately 229 feet, the long chord of said curve having bearing of North 28 degrees 53'10" East, and a length of 115.92 feet, to a point of reverse curvature;

Thence continuing along said right of way on a curve to the right with a radius of approximately 184 feet, the long chord of said curve having a bearing of North 16 degrees 27'45" East and a length of 44.92 feet, to intersect the East-West centerline of Section 30;

Thence along said East-West centerline of Section 30, North 89 degrees 49'51" East, a distance of 876.12 feet to the point for the East quarter corner of Section 30 (obliterate);

Thence South 0 degrees 16'56" West, along the East boundary of Section 30, a distance of 675.34 feet to the point of beginning;

Excepting therefrom that portion, if any, conveyed to Kootenai County by quitclaim deed recorded April 27, 1914, in book 56 of deeds, page 366, official records.

Tract 13:

A parcel of land in Lot 10, Section 30, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at a point on the South right of way line of U.S. Highway I-90, opposite and 20 feet distant from centerline 759 + 77.39, which is also a point on the Boise Meridian;

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Thence along said South right of way line on a curve to the left with a radius of 23118.32 feet, the long chord of which curve bears South 63 degrees 17'08" East, and has a length of 1257.20 feet, to a point opposite and 200 feet distant from centerline station 772 + 23.86, which is also a point on the line between Section 30 and Section 31;

Thence along the South boundary of Section 30, Township 89 degrees 29'55" West, a distance of 1124.56 feet to the Southwest corner of Section 30;

Thence along the Boise Meridian, North 0 degrees 09'05" East, a distance of 574.99 feet to the point of beginning.

Tract 14:

That part of Lot 10 and of the Southeast quarter of the Southwest quarter of Section 30, Township 49 North, Range 1 East, Boise Meridian, lying North of the North right of way line of U.S. Highway I-90, more particularly described as follows:

Beginning at the point for the South quarter corner of said Section 30;

Thence South 89 degrees 29'55" West, along the South boundary of Section 30, a distance of 571.92 feet and intersect the North right of way line of U.S. Highway I-90 at a point opposite station 781 + 07.23;

Thence along said North right of way line on a curve to the right with a radius of 22718.33 feet, and a central angle of 23 degrees 05'41", the long chord of which curve bears North 64 degrees 08'16" West, and has a length of 2318.17 feet, to intersect the West line of Section 30 at a point opposite station 757 + 67.63;

Thence North 0 degrees 09'05" East, along the West line of Section 30, a distance of 323.46 feet to the Northwest corner of Lot 10;

Thence North 89 degrees 39'52" East, a distance of 2662.23 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of Section 30;

Thence South 0 degrees 13'03" West, along the North-South centerline of Section 30, a distance of 1345.27 feet to the point of beginning.

In Section 31, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho:

Tract 15:

That part of said Section 31 lying North U.S. Highway I-90, comprising parts of the Northeast quarter of the Northwest quarter, the Northwest quarter of the Northeast quarter, and the Northeast quarter of the Northeast quarter of Section 31, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

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Beginning at a point on the North right of way line of U.S. Highway I-90 at the intersection with the North boundary of Section 31, which point is opposite station 781 + 07.23;

Thence North 89 degrees 29;55: East, along the North boundary of Section 31, a distance of 3232.64 feet to a point for the Northeast corner of Section 31;

Thence South 0 degrees 38'30" West, along the line between Sections 31 and 32, a distance of 1112.59 feet to intersect the North right of way line of U.S. Highway I-90 at a point opposite station 815 + 38.02;

Thence along said North right of way line on a 15 minute curve to the right, a distance of 3400.85 feet, the long chord of which curve bears North 71 degrees 23'36" West, and has a length of 3397.69 feet, to intersect the North line of Section 31 at the point of beginning.

Tract 16:

Lots 1 and 2 and that part of the North half of Section 31, Township 49 North, Range 1 East, Boise Meridian, lying South of the South right of way line of U.S. Highway I-90, more particularly described as follows:

Beginning at point on the South right of way line of U.S. Highway I-90 opposite station 816 +29.62, which point is also on the line between Section 31 and 32;

Thence South 0 degrees 38'30" West, along the East boundary of Section 31, a distance of 1209.62 feet to the point for the East quarter corner of Section 31;

Thence North 89 degrees 33'07" West along the East-West centerline of Section 31, a distance of 5290.79 feet to the point for the West quarter corner of Section 31;

Thence due North along the West line of Section 31, which is also the Boise Meridian, a distance of 2645.47 feet to the point for the Northwest corner of Section 31;

Thence North 89 degrees 29'55" East, along the North line of Section 31, a distance of 1124.56 feet to intersect the South right of way line of U.S. Highway I-90 at a point opposite station 772 +23.86;

Thence on a 15 minute curve to the left along said South right of way line, a distance of 4443.27, the long chord of which curve bears South 70 degrees 24'45" East, and has a length of 4436.43 feet to the place of beginning.

Tract 17:

Lots 3, 4, 5 and 9 and all that part of the South half of Section 31, Township 49 North, Range 1 East, Boise Meridian, lying North of the North right of way line of the Union Pacific Railroad, more particularly described as follows:

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Beginning at the point for the East quarter corner of Section 31;

Thence South 2 degrees 06'20" West, along the East line of Section 31, a distance of 1926.52 feet to intersect the North right of way line of the Union Pacific Railroad at a point opposite station 42 + 33.14;

Thence North 74 degrees 26'00" West, along said right of way line, a distance of 834.36 feet to a point opposite station 50 + 67.5;

Thence on a 5 degree curve to the left along said North right of way line, a distance of 1963.50 feet, the long chord of which curve bears South 59 degrees 30'30" West and has a length of 1758.76 feet, to a point opposite station 69 + 09.8;

Thence South 13 degrees 27'00" West, along said North right of way line, a distance of 46.3 feet to intersect the South line of Section 31 at a point opposite station 69 + 56.12;

Thence North 89 degrees 46'05" West, along the South line of Section 31, a distance of 2910.94 feet to the point for the Southwest corner of Section 31;

Thence along the West line of Section 31, North 0 degrees 27'12" East, a distance of 2668.44 feet to the point for the West quarter corner of Section 31;

Thence along the East-West centerline of Section 31, South 89 degrees 33'07" East, a distance of 5290.79 feet to the point of beginning.

Excepting therefrom that portion conveyed to Keith Sims, et al, recorded June 07, 2006, as No. 2036055000, official records.

Also excepting therefrom that portion conveyed to J.E. Short, et ux, recorded September 17, 2004 as Instrument No. 1904648000, official records.

Tracts 18 and 19:

Intentionally omitted

In Section 29 and Section 32, Township 49 North, Range 1 East, Boise Meridian:

Tract 20:

A Tract of land lying South of Old U.S. Highway 10, and North of the old Coeur D'Alene Indian Reservation boundary, and comprising part of the North half of the Southwest quarter, all of Lot 4, and parts of Lot 2 and Lot 3, in Section 29, and all of Lot 1, in Section 32, Township 49 North, Range 1 East, Boise Meridian, more particularly described as follows:

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Beginning at a point on the South right of way line of Old U.S. Highway 10, 80 feet distant and opposite station 813 + 37.30, which point is at the intersection of the West boundary of Section 29 and said South right of way line;

Thence South 71 degrees 27'00" East, along said right of way line, a distance of 1851.86 feet to a point opposite station 831 + 89.15;

Thence along a jog in said right of way line, North 18 degrees 33'00" East, a distance of 30.00 feet;

Thence continuing on said right of way line along a curve to the left with a radius of 5779.65 feet, the long chord of which curve bears South 74 degrees 01'45" East, and has a length of 520.17 feet to a point in said right of way line 50 feet distant and opposite station 837 + 57.7;

Thence South 76 degrees 36'30" East, along said right of way, a distance of 629.20 feet to intersect the West line of the Coeur D'Alene Mission grant at a point opposite station 843 + 87;

Thence South 0 degrees 30'00" West, along the West line of the Coeur D'Alene Mission grant, a distance of 956.58 feet to intersect the line between Sections 29 and 32;

Thence continuing South 0 degrees 30'00" West, along the West line of the Coeur D'Alene Mission grant, a distance of 210.87 feet to the Northeast corner of the mission grant, a distance of 210.87 feet to the Northeast corner of the Coeur D'Alene Indian Reservation;

Thence North 72 degrees 25'23" West, along the old North boundary of the said reservation, a distance of 679.43 feet and intersect the line between Sections 29 and 32;

Thence North 70 degrees 05'00" West, along the old North boundary of the said reservation, a distance of 2365.94 feet to intersect the West boundary of Section 29;

Thence North 0 degrees 16'56" East, along the West boundary of Section 29, a distance of 1005.82 feet to the place of beginning.

PARCEL 4:

All that portion of the Northeast quarter of the Northwest quarter of Section 30, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, lying South of Old U.S. Highway No. 10 right of way being more particularly described as follows:

Beginning at the intersection of the South right of way line of Old U.S. Highway No. 10 with the West line of the Northeast quarter of the Northwest quarter;

Thence Southeasterly along the South right of way line of U.S. Highway No. 10 to its intersection with the South line of the Northeast quarter of the Northwest quarter;

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Thence West along the South line of the Northeast quarter of the Northwest quarter to the Southwest corner of the Northeast quarter of the Northwest quarter;

Thence North along the West line of the Northeast quarter of the Northwest quarter to the point of beginning.

PARCEL 5:

A Tract of land lying in the South half of the Northeast quarter of Section 30, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Tract 1:

All that portion of the Southwest quarter of the Northeast quarter lying South of the Old U.S. Highway No. 10 right of way.

Excepting therefrom that portion conveyed to Joe A. Jenecik, et ux, recorded July 14, 2004 as Instrument No. 1888088 and conveyed by affidavit recorded March 10, 2005 as Instrument No. 1934302, official records.

PARCEL 7:

Lot 4, less road and less tax numbers sold, of Section 34, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom that portion conveyed to John Hook by deed recorded September 29, 1910, in Book 40 of Deeds, page 499, official records.

Also excepting therefrom that portion conveyed to W.P. Dwyer by deed recorded March 20, 1916 in book 61 of deeds, page 258, official records.

Also excepting therefrom that portion conveyed to Bunker Hill & Sullivan Mining & Concentration Co. recorded May 22, 1939 in book 112 of deeds, page 27, official records.

Also excepting therefrom that portion conveyed to Harold L. Clemens, et ux, recorded April 27, 1992, as Instrument No. 1256154, official records.

PARCEL 11:

Tax number 1588 in Section 4, Township 48 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, described as follows:

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One acre off the East end of Lot 13, Section 4, Township 48 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, said acre lying South of the O.W.R.R. & N. Co.'s right of way at rose lake, Idaho. The parcel of land now owned by James Clydesdale and the right of way of the Washington water power co. Is not included in the above described acre of ground.

PARCEL 12:

Tax number 1591 in Section 4, Township 48 North, Range 1 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at a stake set at the Northeast corner of Lot 13, Section 4, Township 48 North, Range 1 West, Boise Meridian, Kootenai County, Idaho;

Thence South, a distance of 150 feet;

Thence West along the line of the O.W.R. & N. Co's right of way, 184 feet which is the point of beginning;

Thence South 75 feet;

Thence West 50 feet;

Thence North 75 feet;

Thence East 50 feet to the point of beginning.

PARCEL 14:

Lot 10, Southeast of state highway no. 3 right of way, in Section 33, Township 49 North, Range 1 West, Boise Meridian, Kootenai County, Idaho.

PARCEL 20:

Lot 1 of Section 12, Township 48 North, Range 2 West, Boise Meridian, Kootenai County, Idaho.

PARCEL 21:

The Southeast quarter of the Southeast quarter of Section 12, Township 48 North, Range 2 West, Boise Meridian, Kootenai County, Idaho, excluding Union Pacific Railroad right of way.

PARCEL 22:

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The Northeast quarter of the Southeast quarter, Lot 9 and Lot 10 of Section 12, Township 48 North, Range 2 West, Boise Meridian, Kootenai County, Idaho, excluding Union Pacific Railroad right of way.

PARCEL 23:

Tax number 1330, Section 14, Township 48 North, Range 2 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Part of Lot 10, Section 14, Township 48 North, Range 2 West, bounded on the West by land formerly owned by Samuel Reed on the North and East of the Coeur D'Alene River, on the Southwest by the right of way of the O.W.R. & N. Co.'s railway.

Also a piece of land in the East end of Lot 11 of said Section bounded on the North by the Coeur D'Alene River, on the East by Lot 10 and on the South by the O.W.R. & N. Co.'s right of way.

Excepting therefrom that portion conveyed to Iver E. Moe, recorded April 06, 1914, in book 56 of deeds, page 289, official records.

PARCEL 24:

Lot 8 in Section 26, Township 48 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, excluding Union Pacific Railroad right of way.

PARCEL 25:

Tract 1:

All that portion of Lots 10, 12, 13 and 14 of Section 32, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, lying North of the interstate highway 90 right of way.

Tract 2:

A portion of Lot 12 of Section 32, Township 49 North, Range 1 East, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Beginning at the point where the South right of way line of interstate highway 90 intersects the West line of Section 32, being a point which bears South 13 degrees 41'31" West, a distance of 200.00 feet from center line station 816 + 34.74 of said highway;

Thence Southeasterly along said South right of way line being a curve left with a radius of 23118.31 feet, a distance of 1090.49 feet to a point which bears South 11 degrees 06'40" West, a distance of 200.00 feet from center line station 826 + 67.06 of said highway;

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Thence South 78 degrees 53'20" East along said South right of way line, a distance of 12.84 feet to a point which bears South 11 degrees 06'40" West, a distance of 200.00 feet from center line station 826 + 79.90 of said highway;

Thence Southeasterly along said South right of way line being a curve right with a radius of 11259.16 feet, a distance of 60.39 feet to a point which bears South 11 degrees 25'06" West, a distance of 200.00 feet from center line station 827 + 41.36 of said highway;

Thence South, a distance of 43.31 feet to the North bank of the Coeur D'Alene River;

Thence Southwesterly along the North bank of the Coeur D'Alene River to its intersection with the West line of said Section 32;

Thence Northerly along the West line of said Section 32 to the point of beginning.

PATENTED MINING CLAIMS

Blackhawk Mining and Development Site

PARCEL 1:

Wedge M.S. 2307 Yreka Mining District in Section 3, Township 48 North, Range 2 East, Boise Meridian Shoshone County, State of Idaho. Patent recorded in Book B of Deeds at page 28, records of Shoshone County, Idaho.

AND

Apex, Bi-Metallic, Black Hawk, Fanny, Gateway, Homestake, Lawrence (Laurence), Page No. 1, Page No. 2, Sarah, Snow Cap No. 1 and Summit, M.S. 1808 situated in Yreka Mining District in Sections 3 and 10, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho. Patent recorded in Book 30 of Deeds at page 34, records of Shoshone County, Idaho.

EXCEPTING THEREFROM: That portion of the Snow Cap, Page No. 2, Sarah and Bi-Metallic Lode claims, which lies west of a known and recognized compromise or division line whose course is North 6° 16' East and South 6° 16' West and which passes through Corner No. 3 of the Snow Cap Corner No. 6 of the Page No. 2, Corner No. 4 of the Sarah and Corner No 4 and 3 of the Bi-Metallic Lode claims all of said claims being included in U.S. Survey No. 1808. Said property is further described as follows:

Snow Cap No. 1 Lode:

Beginning at Corner No. 3 of Snow Cap No. 1 Lode, M.S. No. 1808, identical with Corner No. 5 of Snow Cap No. 2 Lode, M.S. No. 2136; thence

South 6°16' West, 488.8 feet to Corner No. 4 of Snow Cap No. 2 Lode, M.S. No. 2136; thence

South 72°52' West, 481.8 feet to Corner No. 4 of Snow Cap No. 1 Lode, M.S. No. 1808; thence

North 32°40' East, 695.00 feet to the place of beginning.

Page No. 2 Lode:

Beginning at Corner No. 6 Page No. 2 Lode M.S. No. 1808 identical with Corner No. 4-5 Snow Cap No. 2 and Curlew Lodes M.S. No. 2136; thence

South 6°16' West, 533.00 feet to Corner No. 4 of the Curlew Lode; thence

South 74°59' West, 181.00 feet to Corner No. 5, Page No. 2 Lode; thence

North 22°00' East, 622.00 feet to the place of beginning.

Sarah Lode:

Beginning at Corner No. 4 of the Sarah Lode M.S. No. 1808 identical with Corner No. 4 of the Curlew Lode M.S. No. 2136 and Corner No. 4 of the Page No. 3 Lode M.S. No. 2545; thence

South 6°16' West, 574.6 feet to Corner No. 4 of the Silver Creek Lode M.S. No. 2110; thence

South 74°59' West, 63.58 feet to Corner No. 3 of the Sarah Lode; thence

North 11°20' East, 600.00 feet to the place of beginning.

Bi-Metallic Lode:

Beginning at Corner No. 4 of the Bi-Metallic Lode M.S. No. 1808, identical with Corner No. 4 of the Silver Creek Lode M.S. No. 2110; thence

South 6°16' West, 551.10 feet to Corner No. 4 of the Shafter Lode M.S. No. 2110; thence

South 70°37' West, 43.3 feet to Corner No. 3 of the Bi-Metallic Lode; thence

North 10°10' East, 571.00 feet to the place of beginning.

PARCEL 2:

That portion of the Snow Cap, Page No. 2, Sarah and Bi-Metallic Lode claims, which lies west of a known and recognized compromise or division line whose course is North 6°16' East and South 6°16' West and which passes through Corner No. 3 of the Snow Cap Corner No. 6 of the Page No. 2, Corner No. 4 of the Sarah and Corner No 4 and 3 of the Bi-Metallic Lode claims all of said claims being included in U.S. Survey No. 1808. Said property is further described as follows:

Snow Cap No. 1 Lode:

Beginning at Corner No. 3 of Snow Cap No. 1 Lode, M.S. No. 1808, identical with Corner No. 5 of Snow Cap No. 2 Lode, M.S. No. 2136; thence

South 6°16' West, 488.8 feet to Corner No. 4 of Snow Cap No. 2 Lode, M.S. No. 2136; thence

South 72°52' West, 481.8 feet to Corner No. 4 of Snow Cap No. 1 Lode, M.S. No. 1808; thence

North 32°40' East, 695.00 feet to the place of beginning.

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Page No. 2 Lode:

Beginning at Corner No. 6 Page No. 2 Lode M.S. No. 1808 identical with Corner No. 4-5 Snow Cap No. 2 and Curlew Lodes M.S. No. 2136; thence

South 6°16' West, 533.00 feet to Corner No. 4 of the Curlew Lode; thence

South 74°59' West, 181.00 feet to Corner No. 5, Page No. 2 Lode; thence

North 22°00' East, 622.00 feet to the place of beginning.

Sarah Lode:

Beginning at Corner No. 4 of the Sarah Lode M.S. No. 1808 identical with Corner No. 4 of the Curlew Lode M.S. No. 2136 and Corner No. 4 of the Page No. 3 Lode M.S. No. 2545; thence

South 6°16' West, 574.6 feet to Corner No. 4 of the Silver Creek Lode M.S. No. 2110; thence

South 74°59' West, 63.58 feet to Corner No. 3 of the Sarah Lode; thence

North 11°20' East, 600.00 feet to the place of beginning.

Bi-Metallic Lode:

Beginning at Corner No. 4 of the Bi-Metallic Lode M.S. No. 1808, identical with Corner No. 4 of the Silver Creek Lode M.S. No. 2110; thence

South 6°16' West, 551.10 feet to Corner No. 4 of the Shafter Lode M.S. No. 2110; thence

South 70°37' West, 43.3 feet to Corner No. 3 of the Bi-Metallic Lode; thence

North 10°10' East, 571.00 feet to the place of beginning.

Green Hill Cleveland Mining Co. Site

PARCEL 1: -- Mace Property

Cleveland, M.S. 1043 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 4, Deeds, at page 612, records of Shoshone County, State of Idaho.

Cleveland Fraction, M.S. 1323 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 124, records of Shoshone County, State of Idaho.

Green Hill, M.S. 1418 Patented Mining Claim situated in Lelande Mining District in Section 8, Township 48 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents at page 298, records of Shoshone County, State of Idaho.

Wyoming Mining and Milling Site

PARCEL 1:

Ranger, Contention, St. John, Tunnel Fraction, Arctic, Hope, Wyoming and Eldorado M.S. 1688, Yreka Mining District in Sections 3 and 10, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho. Patent recorded in Book 26 of Deeds, page 173.

EXCEPTING THEREFROM:

A portion of the Ranger Lode M.S. 1688 situated in Yreka Mining District, Shoshone County, Idaho and more particularly described as follows:

Beginning at Corner No. 2, U.S. Survey No. 1688, Ranger Lode, thence
South 32°40' West, 600 feet; thence

South 66°30' East, 310 feet; thence

North 32°40' East, 435 feet; thence

North 46°30' West, 205 feet; thence

North 32°40' East, 85 feet; thence

North 61°40' West, 105 feet to the place of beginning.

AND ALSO EXCEPTING:

Being a strip of land 50 feet in width on each side of the center line of The Oregon Railroad and Navigation Company's railroad across the Tunnel Fraction M.S. 1688 situated in Government Gulch Yreka Mining District, Shoshone County, Idaho, the said Tunnel Fraction mining claim being located between the Crown Point mining claim and the Sugar Lode mining claim situated on said Government Gulch, Shoshone County, Idaho.

AND ALSO EXCEPTING:

A portion of the Tunnel Fraction patented lode mining claim Mineral Survey No. 1688 described as follows:

Beginning at Corner No. 1 of the Tunnel Fraction, Mineral Survey No. 1688; thence

South 22°00' West a distance of 72.3 feet to the Corner No. 2 of said lode; thence

North 83°41' West along Line 2-3 of said lode a distance of 615.62 feet; thence

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North 0°26' West a distance of 143.54 feet to Corner No. 7 of said lode, a concrete monument;
thence

South 77°18' East a distance of 656.1 feet to Corner No. 1, the place of beginning

PARCEL 2:

Silver Queen Extension M.S. 1822, Yreka Mining District in Sections 2 and 3, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho. Patent recorded in Book A of Deeds, page 568.

PARCEL 3:

Walker M.S. 1852, Yreka Mining District in Sections 2, 3 and 10, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho. Patent recorded in Book B of Deeds, page 3.

PARCEL 4:

Contact M.S. 2548, Yreka Mining District in Section 2, Township 48 North, Range 2 East, Boise Meridian, Shoshone County, State of Idaho. Patent recorded in Book 42 of Deeds, page 450.

Page Mine Site

That portion of the Snow Cap No. 2, M.S. 2136, Belle of the West, Corrigan, Toney and Volcano, M.S. 2185 patented mining claims situated in Yreka Mining District in Sections 3, 9 and 10, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho sometimes referred to as Page Mine Site more particularly described as follows:

Beginning at the common corner to Sections 3, 4, 9 and 10, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho which is identical to Corner No. 1 of the Belle of the West, M.S. 2185; thence

North 00°14'00" East along line 1-6 of said Belle of the West, M.S. 2185 a distance of 97.30 feet; thence

North 82°41'00" East along line 6-5 of said Belle of the West, M.S. 2185 a distance of 189.06 feet; thence

South 09°57'02" East, a distance of 323.73 feet; thence

South 03°09'36" East a distance of 506.63 feet; thence

South 29°28'03" West a distance of 356.78 feet; thence

South 88°01'42" West a distance of 115.75 feet; thence

North 00°54'39" East a distance of 250.92 feet; thence

North 17°57'19" West a distance of 284.66 feet; thence

North 44°49'22" West a distance of 547.82 feet to a point on line 2-1 of said Belle of the West, M.S. 2185; thence

North 87°57'48" East along line 2-1 of said Belle of the West, M.S. 2185 a distance of 505.39 feet to the point of beginning.

AND

That portion of the Little Dipper and Great Dipper, M.S. 2185 Patented Mining Claims situated in Yreka Mining District in Section 3, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point from whence Corner No. 4 of Little Dipper, M.S. 2185 Patented Mining Claim bears North 00°14'00" East, 126.32 feet; thence

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South 89°58'30" East a distance of 129.66 feet; thence

South 14°45'30" West a distance of 148.06 feet; thence

North 76°53'30" East a distance of 161.98 feet; thence

South 24°39'31" West a distance of 135.16 feet; thence

South 14°36'02" East a distance of 40.65 feet; thence

South 41°46'28" East a distance of 203.07 feet; thence

South 41°46'28" East a distance of 83.13 feet; thence

South 33°20'37" East a distance of 70.93 feet; thence

South 03°07'34" West a distance of 71.53 feet; thence

South 46°45'50" West a distance of 335.52 feet; thence

South 12°32'32" West a distance of 102.47 feet; thence

South 11°28'14" East a distance of 105.02 feet to a point on line 1-2 Great Dipper, M.S. 2185; thence

South 82°44'17" West on and along line 1-2 a distance of 189.39 feet to Corner No. 1 Great Dipper, M.S. 2185; thence

North 00°14'00" East, 605.99 (shown of record as 605.2) feet to Corner No. 4 Great Dipper, Corner No. 1 Little Dipper, M.S. 2185; thence

North 00°14'00" East, 463.53 feet to the true point of beginning.

EXCEPT:

A parcel of land lying within the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 48 North, Range 2 East, B.m., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at Corner No. 1 from which the East 1/4 corner of Section 4, Township 48 North, Range 2 East, B.m., Shoshone County bears North 1°12'53" East a distance of 1877.50 feet; thence

North 31°50'10" East a distance of 143.47 feet to Corner No. 2; thence

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North 57°25'26" East a distance of 43.62 feet to Corner No. 3; thence
South 10°59'29" East a distance of 237.74 feet to Corner No. 4; thence
South 72°48'05" West a distance of 48.46 feet to Corner No. 5; thence
South 87°43'22" West a distance of 94.12 feet to Corner No. 6; thence
North 16°37'04" West a distance of 80.28 feet to Corner No. 7; thence
North 10°45'39" East a distance of 29.67 feet to Corner No. 1, the point of beginning.

ALSO EXCEPT:

A parcel of land lying within the Southeast 1/4 of the Southeast 1/4 of Section 4 and the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

From the East quarter corner of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 1°43'31" West 2024.99 feet to Corner No. 1 and the point of beginning; thence

North 7°33'18" East a distance of 118.88 feet to Corner No. 2; thence

South 16°37'04" East a distance of 80.28 feet to Corner No. 3; thence

North 87°43'22" East a distance of 94.12 (shown of record as North 87°43'30" East a distance of 94.13) feet to Corner No. 4; thence

South 36°54'31" West a distance of 163.65 feet to Corner No. 5; thence

North 21°42'50" West a distance of 92.86 feet to Corner No. 1 and the place of beginning the 7°58'00" East along the West line of said Lot 201 a distance of 87.21 feet to the Southwest corner; thence

South 7°58'00" East along the West line of said Lot 201 a distance of 87.21 feet to the Southwest corner; thence

South 29°41'35" West along the Westerly side of the Upper Page Road a distance of 85.21 feet to the point of beginning.

AND

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A tract of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point on the South boundary line of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho from whence the South 1/4 corner of said Section 4 bears South 87°57'48" West, 2144.51 feet; thence

North 8°38'46" West, 429.24 feet to a point being the Southwest Corner of Lot 108 Page Mine Camp; thence

South 85°49'40" West, 34.13 feet to a point on the North boundary line of Page Mine Road; thence

South 85°49'40" West, 30 feet more or less to a point on the South boundary line of Page Mine Road which is Northwest corner of Lot 106 Page Mine Camp; thence

South 22°05'34" West, 46.66 feet to a point; thence

South 43°40'30" East, 73.70 feet to a point; thence

South 86°07'20" East, 101.23 feet to a point; thence

South 30°18'13" East, 44.09 feet to a point; thence

South 83°01'36" East, 60.06 feet to a point; thence

North 27°24'48" East, 29.73 feet to a point; thence

South 89°17'30" East, 100.97 feet to a point; thence

North 3°47'00" West, 128.32 feet to a point; thence

North 27°40'40" East, 142.86 feet to a point; thence

North 36°54'31" East, 32 feet more or less to the East boundary line of Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 00°14'00" West on and along said East boundary line of Section 4, 550 feet more or less to the Southeast Corner of said Section 4, Township 48 North, Range 2 East, B.M., Shoshone County, State of Idaho; thence

South 87°57'48" West on and along said South boundary of Section 4, 500 feet more or less to

the point of beginning.

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Regarding Residual Environmental Claims

SUCCESSOR COEUR D'ALENE CUSTODIAL AND WORK TRUST AGREEMENT

BY AND AMONG

**ASARCO LLC, GOVERNMENT GULCH MINING COMPANY, LIMITED,
BLACKHAWK MINING AND DEVELOPMENT COMPANY, LIMITED, GREEN HILL
CLEVELAND MINING COMPANY, AND WYOMING MINING and MILLING
COMPANY
as Settlers,**

**DANIEL J. SILVER,
as CdA Trustee,**

AND

**THE UNITED STATES ON BEHALF OF THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, as Beneficiary**

As of _____, 2009

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SUCCESSOR COEUR D'ALENE CUSTODIAL AND WORK TRUST AGREEMENT

This Successor Coeur d'Alene Custodial and Work Trust Agreement (the "Agreement") is made this _____ day of _____, 2009, by and among ASARCO LLC ("ASARCO") and its subsidiaries, Government Gulch Mining Company, Limited ("Government Gulch"), Blackhawk Mining and Development Company, Limited ("Blackhawk"), Green Hill Cleveland Mining Company ("Green Hill Cleveland"), and Wyoming Mining and Milling Company ("WMM"), as debtors and debtors in possession in the Bankruptcy Case (defined below) (collectively, "Settlors") and Daniel J. Silver, not individually but in his capacity as Trustee (the "CdA Trustee") of the ASARCO Successor Coeur d'Alene Custodial and Work Trust established hereby (the "CdA Trust"), and the United States.

RECITALS:

WHEREAS, on August 9, 2005, ASARCO filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division ("Bankruptcy Court") and on April 11, 2005, August 26, 2005, September 1, 2005 and October 13, 2005, various subsidiaries of ASARCO, including Government Gulch, Blackhawk, Green Hill Cleveland, and WMM filed voluntary petitions for relief in the Bankruptcy Court, which cases have been jointly administered under Case No. 05-21207 (the "Reorganization Cases");

WHEREAS, the Bankruptcy Court approved the Amended Settlement Agreement and Consent Decree Regarding Residual Environmental Claims for the Coeur D'Alene, Idaho, Omaha, Nebraska, and Tacoma, Washington Environmental Sites dated _____ with respect to Residual Sites as defined therein located in the States of Idaho, Nebraska, and Washington (the "Settlement Agreement");

WHEREAS, the Settlement Agreement provides for the transfer of certain properties owned by Settlors to the CdA Trust to be administered by the CdA Trustee pursuant to this Agreement and the Settlement Agreement;

WHEREAS, in accordance with Article IV of the Settlement Agreement, the CdA Trust is established for the purposes of (a) acting as a successor to ASARCO solely for the purpose of performing, managing, and funding Environmental Actions at the Coeur d'Alene Site as defined herein, which includes the Coeur d'Alene Owned Properties as defined in the Settlement Agreement (the "Properties"), (b) owning the Properties, (c) carrying out administrative functions related to the performance of Environmental Actions (defined below) at both the Coeur d'Alene Site and the Properties and other administrative functions with respect to the Properties as set forth in the Settlement Agreement, and (d) ultimately selling or transferring all or part of the Properties, if possible.

WHEREAS, the CdA Trust is to be funded in accordance with the Settlement Agreement;

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WHEREAS, all conditions to the Effective Date have been satisfied or waived;

WHEREAS, in accordance with the Settlement Agreement, this Agreement governs the CdA Trust, which is created pursuant to, and to effectuate, the Settlement Agreement;

WHEREAS, upon its formation the CdA Trust is intended to qualify as a qualified settlement fund (for which no grantor trust election has been made) pursuant to section 1.468B-1 of the Treasury Regulations promulgated under the Internal Revenue Code (“Treasury Regulations”); and

WHEREAS, the CdA Trustee shall be the exclusive holder of the assets described herein for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Settlement Agreement, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions.**

The following terms as used in this Agreement shall have the definitions given below:

- 1.1.1 “**Administrative Costs**” means the general operating costs of the CdA Trust that do not constitute Environmental Costs, including, but not limited to, compensation of the CdA Trustee, legal costs, general operating funds, insurance, taxes and general maintenance of the Properties, and costs related to the sale, transfer, or other disposition of the Properties.
- 1.1.2 “**Agreement**” has the meaning as given in the preamble.
- 1.1.3 “**ASARCO Environmental Custodial Trusts**” shall mean the CdA Trust and the other environmental custodial trusts created pursuant to settlement agreements between Debtors, the United States and various state governments approved by the Bankruptcy Court.
- 1.1.4 “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas Corpus Christi Division.
- 1.1.5 “**Beneficiary**” means the United States Environmental Protection Agency (“USEPA”).
- 1.1.6 “**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.

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- 1.1.7 “Coeur d’Alene Site” shall have the same meaning as the term Coeur d’Alene Site as that term is defined in the Settlement Agreement (i.e., the Bunker Hill Mining and Metallurgical Complex Superfund Site in Idaho and any location at which hazardous substances from this site have come to be located, but excluding Operable Units One and Two of the Bunker Hill Mining and Metallurgical Complex Superfund Site (the “Box Operable Units”)).
- 1.1.8 “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a court of competent jurisdiction in the United States District Court of the Southern District of Texas or such other court having competent jurisdiction with respect to such matters.
- 1.1.9 “CdA Trust” shall mean the trust established pursuant to this Agreement.
- 1.1.10 “CdA Trust Account” has the meaning given in Section 2.1.3 hereof.
- 1.1.11 “CdA Trust Assets” means (a) those assets and properties, including the Funding and the Properties, to be transferred to the CdA Trust pursuant to the Settlement Agreement and (b) such other assets acquired or held by the CdA Trust from time to time pursuant to this Agreement, the Settlement Agreement, or an order of the Court.
- 1.1.12 “CdA Trust Parties” shall mean the CdA Trust, the CdA Trustee, the CdA Trustee’s shareholders, employees, officers, and directors, the CdA Trust’s employees and any of the CdA Trustee’s or CdA Trust’s professionals or representatives.
- 1.1.13 “CdA Trust Proceeds” means the proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the CdA Trust Assets.
- 1.1.14 “CdA Trustee” shall have the meaning given in the preamble.
- 1.1.15 “Custodial Trust Account” shall mean the CdA Trust Account used exclusively to fund Environmental Actions, Environmental Costs, and Administrative Costs with respect to the Properties.
- 1.1.16 “Debtors” shall have the meaning given in the Settlement Agreement.
- 1.1.17 “Effective Date” means the effective date of this Agreement, which shall be the later of (i) the date this Agreement is executed by all parties to this Agreement and (ii) the date the Settlement Agreement Effective Date has occurred.

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- 1.1.18 “Environmental Actions” mean any response, removal, remedial, investigation, remediation, reclamation, closure, post-closure, corrective actions, institutional controls, operation and maintenance activities selected and approved by the USEPA.
- 1.1.19 “Environmental Costs” mean the costs and expenses of implementing Environmental Actions.
- 1.1.20 “Environmental Law” means any applicable federal, tribal, state or local law, statute, ordinance, rule, regulation or code, any license, permit, authorization, administrative or court order, judgment, decree or injunction, including all common law, related to pollution, protection or restoration of health, safety or the environment, reclamation of mined lands, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of pollutants or toxic or Hazardous Substances, including, without limitation, CERCLA; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et seq.*; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, and any applicable tribal, state, or local law counterparts, as the same may be reauthorized or amended from time to time.
- 1.1.21 “Funding” shall have the meaning given in Section 2.1.2 hereof.
- 1.1.22 “General Work Account” shall mean the CdA Trust Account that is not the Specialized Work Account or the Custodial Trust Account and which shall be used exclusively to fund Environmental Actions, Environmental Costs, and Administrative Costs with respect to the Coeur d’Alene Site, except for Environmental Actions, Environmental Costs, and Administrative Costs with respect to the Properties.
- 1.1.23 “Hazardous Substances” shall mean all materials, substances, or wastes defined, designated, regulated or classified as hazardous, toxic or radioactive, under any Environmental Laws, whether by type or by quantity, and shall include petroleum or any derivative or by-product thereof and asbestos containing materials.
- 1.1.24 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.
- 1.1.25 “Parties” shall mean the Settlers, CdA Trustee and the United States.

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- 1.1.26 “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.
- 1.1.27 “Properties” means the Coeur d’Alene Owned Properties as defined in the Settlement Agreement, including all appurtenances, rights, easements, rights-of-way, mining rights, mineral rights, mineral claims, riparian rights, water rights, water claims, and water allocations or other interests related thereto (and more particularly as described in Exhibit “A” attached hereto).
- 1.1.28 “Reorganized ASARCO” shall have the meaning given in any plan of reorganization confirmed by an order of the Bankruptcy Court in the Reorganization Cases.
- 1.1.29 “Reorganization Cases” means the proceedings before the Bankruptcy Court jointly administered under Case No. 05-21207 concerning the voluntary petitions for relief under chapter 11 of the Bankruptcy Code filed by ASARCO on August 9, 2005 and by various subsidiaries of ASARCO, including Government Gulch, Blackhawk, Green Hill Cleveland, and WMM, on April 11, 2005, August 26, 2005, September 1, 2005 and October 13, 2005.
- 1.1.30 “Settlement Agreement” means the Amended Settlement Agreement and Consent Decree Regarding Residual Environmental Claims for the Coeur D’Alene, Idaho, Omaha, Nebraska, and Tacoma, Washington Environmental Sites dated __ with respect to Residual Sites as defined therein located in the States of Idaho, Nebraska, and Washington..
- 1.1.31 “Settlement Agreement Effective Date” shall have the same meaning as the term “Effective Date” as such term is defined in the Settlement Agreement.
- 1.1.32 “Specialized Work Account” shall mean the CdA Trust Account used exclusively to fund Environmental Actions and Environmental Costs with respect to the Coeur d’Alene Site (not including the Properties) selected and approved by USEPA as part of its comprehensive remedy (which may include removal and remedial actions) and prioritized by USDOJ and USDA-FS as co-Natural Resource Trustees.
- 1.1.33 “Superfund” means the “Hazardous Substance Superfund” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

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- 1.1.34 “United States” means the United States of America on behalf of agencies and departments named in the Settlement Agreement.
- 1.1.35 “USDA-FS” means the United States Department of Agriculture, Forest Service and any successor departments or agencies of the United States.
- 1.1.36 “USDOJ” means the United States Department of the Interior and any successor departments or agencies of the United States.
- 1.1.37 “USEPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

ARTICLE 2
THE CDA TRUST

2.1 Creation of and Transfer of Assets to the CdA Trust.

- 2.1.1 Pursuant to the Settlement Agreement, the Parties hereby establish, on behalf of the Beneficiary named herein, and Settlers hereby transfer, assign, and deliver to the CdA Trust, on behalf of the Beneficiary, all rights, titles, and interests of Settlers in and to the CdA Trust Assets. The transfer of the Properties shall be made by quit claim deeds to be recorded in appropriate deed records indicating the ownership of the Property by the CdA Trust. The CdA Trustee hereby accepts and agrees to hold the CdA Trust Assets in the CdA Trust for the benefit of the Beneficiary for the purposes described in Section 2.2 below, subject to the terms of the Settlement Agreement, this Agreement, and any applicable orders of the Court.
- 2.1.2 On the Effective Date, the Settlers shall cause to be transferred to or at the direction of the CdA Trustee all distributions on account of allowed claims held by the CdA Trust under the terms of the Settlement Agreement.(the “Funding”).
- 2.1.3 Upon receipt of the Properties and the Funding, the CdA Trustee shall set aside in separate segregated trust accounts, or as otherwise provided in the Settlement Agreement, (i) all distributions on the allowed general unsecured claim of \$330.25 million as provided in the Settlement Agreement in a General Work Account , (ii) all distributions on the allowed general unsecured claim of \$28.929 million as provided in the Settlement Agreement in a Specialized Work Account, (iii) and \$14 million as provided in the Settlement Agreement in a Custodial Trust Account. The separate accounts are referred to in this Agreement individually as a “CdA Trust Account” and collectively as the “CdA Trust

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Accounts.” The Funding of each of the CdA Trust Accounts shall be as set forth herein. The income and gains from any investment of the CdA Trust Assets, as well as the proceeds from the sale, lease transfer or other disposition of assets held in a CdA Trust Account shall be allocated, paid and credited to such CdA Trust Account. Future distributions on the allowed claims held by the CdA Trust under the terms of the Settlement Agreement shall be allocated, paid, and credited to the corresponding CdA Trust Account.

- 2.1.4 Each CdA Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the CdA Trustee to comply with the terms of, and implement, the Settlement Agreement and this Agreement.
- 2.1.5 The CdA Trustee shall be obligated to secure and maintain comprehensive general liability insurance with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, combined single limit, the cost of which shall be paid out of the CdA Trust, for the benefit of the Parties and the CdA Trust, in connection with and in any way related to their roles, duties and obligations under this Agreement, the Settlement Agreement, and any other related documents and orders. The Trustee may, subject to the approval of USEPA as part of the budgeting process, also secure and maintain additional liability insurance coverage (including, but not limited to, coverage for potential environmental liabilities) for the Trustee's benefit, as the Trustee deems reasonable and necessary to fulfill the purposes of the CdA Trust.
- 2.1.6 Neither the Settlers nor any successors thereto shall have any further obligation to provide any funding to the CdA Trust or any of the CdA Trust Accounts.
- 2.1.7 For all federal income tax purposes, the Settlers and the CdA Trustee shall treat the transfer of the CdA Trust Assets by Settlers to the CdA Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and related Treasury Regulations. The CdA Trustee will at all times seek to have the CdA Trust treated as a “qualified settlement fund” as that term is defined in Treasury Regulation section 1.468B-1. The CdA Trustee will not elect to have the CdA Trust treated as a grantor trust. The CdA Trust will be treated as a separate taxable entity. The CdA Trustee shall cause any taxes imposed on the earnings of the CdA Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the CdA Trust under applicable tax laws.

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2.2 Objective and Purpose.

2.2.1 The exclusive purposes and functions of the CdA Trust are (a) to act as a successor to ASARCO solely for the purpose of performing, managing, and funding Environmental Actions at the Coeur d'Alene Site as defined herein and the Properties, (b) to own the Properties, (c) to carry out administrative functions related to the performance of Environmental Actions at both the Coeur d'Alene Site and the Properties and other administrative functions with respect to the Properties as set forth in the Settlement Agreement, and (d) ultimately to sell or transfer all or part of the Properties, if possible.

2.2.2 The CdA Trust and the CdA Trust Accounts are established pursuant to this Agreement and the Settlement Agreement and approved by the Bankruptcy Court for the sole purpose of resolving environmental liabilities of Settlers with respect to the Coeur d'Alene Site and the Properties. The Bankruptcy Court shall retain continuing jurisdiction over the CdA Trust and each CdA Trust Account. The CdA Trust satisfies all the requirements of, and is intended by the Parties to be classified as, a qualified settlement fund (for which no grantor trust election has been made) pursuant to section 468B of the Internal Revenue Code and related Treasury Regulations.

2.3 Holder of CdA Trust Assets.

The CdA Trust shall be the exclusive holder of the CdA Trust Assets and CdA Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012 (b)(3).

2.4 Management of CdA Trust Assets

2.4.1 Consistent with this Agreement and the Settlement Agreement, the CdA Trustee shall fund and perform Environmental Actions at the Coeur d'Alene Site and the Properties and fund those Environmental Actions and Administrative Costs of the CdA Trust that have been approved by the USEPA from the CdA Trust Accounts; provided, however, that funds may only be spent from the Specialized Work Account to perform Environmental Actions selected and approved by USEPA as part of its comprehensive remedy (which may include removal and remedial actions) and prioritized by USDOJ and USDA-FS as co-Natural Resource Trustees; and provided, further, that expenditures in connection with the Properties may be funded only from the Custodial Trust Account. The Trustee's funding and performance of Environmental Actions must be consistent with USEPA-approved schedules and USEPA approved work plans.

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- 2.4.2 The CdA Trustee may enter into administrative orders on consent or consent decrees with the USEPA, and perform work pursuant to Unilateral Administrative Orders issued by USEPA, to facilitate performance of Environmental Actions.
- 2.4.3 Upon the completion of all final Environmental Actions and disbursement of all final Environmental Costs for the Properties, the CdA Trust shall retain sufficient funds to pay for Administrative Costs in connection with the Properties and any other funds remaining in the Custodial Trust Account shall, upon written notice from the United States Department of Justice, be transferred to the General Work Account.
- 2.4.4 Upon the completion of all final Environmental Actions and disbursement of all final Environmental Costs for the Coeur d'Alene Site, any funds remaining in the CdA Trust shall be transferred: (1) first, in accordance with instructions provided by the United States Department of Justice to any of the other ASARCO Environmental Custodial Trusts with remaining remediation or restoration to be performed and a need for additional trust funding; and (2) second, then to the Superfund.
- 2.4.5 The CdA Trustee may, at the direction and sole discretion of USEPA, transfer funds from the General Work Account to the Custodial Trust Account solely to fund response actions selected and approved by US EPA at the Properties.

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2.5 Investment and Safekeeping of CdA Trust Assets.

2.5.1 The CdA Trust Assets, until disposed of as provided herein and in the Settlement Agreement, shall be held in trust and segregated. The CdA Trustee shall be under no liability for interest or producing income on any moneys received by the CdA Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest shall actually be received by the CdA Trust. Investments of any moneys held by the CdA Trust shall be administered in a manner consistent with the standards and requirements applicable to a trustee under the Idaho Uniform Prudent Investor Act, Idaho Code § 68-501 et seq., and, further, with the purpose of deriving a reasonable income from the CdA Trust Assets pending periodic distributions in accordance with Article III hereof, taking into account the need for the safety and liquidity of principal required by the purposes of the CdA Trust, and not of speculating or carrying on of any business for profit or derivation of gains therefrom. However, the right and power of the CdA Trustee to invest and reinvest the CdA Trust Assets shall be limited to the right and power to invest and reinvest any part or all of such assets in the following investment vehicles, provided that at least 55% of CdA Trust Assets shall, at any given time, be invested in categories (1) and (2):

(1) marketable obligations issued by the United States of America or an agency thereof;

(2) certificates of deposit with a domestic office of any national or state bank or trust company organized under the laws of the United States of America or any state therein and having capital, surplus, and undivided profits of at least \$750,000,000;

(3) no-load mutual funds;

(4) a diversified portfolio of equities traded on a recognized national exchange that meet the standards for publicly listed companies;

(5) a diversified portfolio of bonds. The overall average rating of the portfolio shall have a rating of Double A or better, with no individual bond rated below A, exclusive of any bond insurance;

(6) money market funds.

2.5.2 The CdA Trustee is expressly prohibited from holding any or all of the Funding in a common, commingled or collective trust fund and from holding any or all of the Funding in a common, commingled or collective trust fund with the assets of any other entity.

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2.5.3 Nothing in this Section 2.5 shall be construed as authorizing the CdA Trustee to cause the CdA Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section 2.5 is to authorize the investment of the funds in the CdA Trust Accounts or any portions thereof as may be reasonably prudent pending use of the proceeds for the purposes of the CdA Trust.

2.5.4 The CdA Trustee shall not incur any liability for following any written direction or order to act (or to refrain to act) from any Beneficiary so long as such written direction is not inconsistent with this Agreement.

2.6 Insurance Policy to Cover Future Response Actions.

Only at the direction of the USEPA shall the CdA Trustee investigate the possible purchase of an insurance policy to cover future Environmental Actions. If, and only if, the USEPA directs the CdA Trustee in writing to purchase such insurance, shall the CdA Trustee use CdA Trust Assets to purchase such insurance.

2.7 Access and Deed Restrictions.

The CdA Trust shall provide the United States and the State of Idaho and their representatives with reasonable access at all reasonable times to the Properties for the purposes of conducting response actions, investigations, sampling, assessment, planning, restoration planning, restoration activities, or related activities at or near the Properties. The CdA Trust shall implement any institutional controls or deed restrictions restricting the use of the Properties requested by USEPA for restrictions in order to protect the public health or safety or ensure non-interference with the protectiveness of any response action or remedy. The CdA Trust shall execute and record in the appropriate local real estate records any such institutional controls, including easements or deed restrictions.

2.8 Accounting.

The CdA Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the CdA Trust, and the assets and liabilities of, and claims against or assumed by, the CdA Trust in such detail and for such period of time as may be necessary to enable the CdA Trustee to make full and proper accounting in respect thereof in accordance with Article 6 below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or by the Settlement Agreement, the CdA Trustee shall not be required to file any accounting or seek approval of the Court with respect to the administration of the CdA Trust, or as a condition for making any payment or distribution out of the CdA Trust Assets. The USEPA, USDOJ, and USDA-FS shall have the right upon fourteen (14) days’ prior written notice delivered to the CdA Trustee to inspect such books and records.

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2.9 Liability.

As provided in Paragraph 23 of the Settlement Agreement, the CdA Trust Parties are deemed to have resolved their civil liability under CERCLA to the United States and have contribution protection to the maximum extent permitted by law for matters addressed in the Settlement Agreement with respect to the Coeur d'Alene Site. However, in the event that the Court finds that the CdA Trust exacerbates conditions at the Coeur d'Alene Site or any of the Properties beyond any activity approved by USEPA, is seriously or repeatedly deficient or late in the performance of Environmental Actions, or violates the provisions of this Agreement, the Settlement Agreement, or related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent, the United States Department of Justice may direct that all remaining funds and future recoveries in the CdA Trust be paid to a USEPA special account for the Coeur d'Alene Site for use consistent with the terms of the Settlement Agreement; provided, however, that the CdA Trust shall retain sufficient funds to pay for Administrative Costs in connection with the Properties.

2.10 Termination.

Consistent with the terms of the Settlement Agreement, the CdA Trustee shall not unduly prolong the duration of the CdA Trust and shall at all times endeavor to perform Environmental Actions at the CdA Site and to effect the distribution of CdA Trust Assets for the performance of Environmental Actions in accordance with the Settlement Agreement, and to terminate the CdA Trust as soon as practicable consistent with this Agreement and the Settlement Agreement.

2.11 Property Disposition.

The United States or a governmental unit that is a designee thereof may at any time propose in writing to take title to all or part of the Properties. Any such proposed transfer and the terms thereof are subject to approval in writing by the USEPA. The CdA Trust may at any time sell, lease, or transfer all or part of a Property with the approval of the USEPA. The net proceeds, if any, from the sale, lease, or transfer of a Property or a portion thereof shall be used only in accordance with the requirements for other CdA Trust Assets under this Agreement.

ARTICLE 3
PERFORMANCE OF ENVIRONMENTAL ACTIONS

3.1 Trust Accounts.

The CdA Trustee shall establish, maintain and hold trust accounts consistent with the Settlement Agreements and Section 2.1.3 and 2.1.4 of this Agreement, to administer the CdA Trust Assets and distributions therefrom.

3.2 Work and Payments by the CdA Trust.

On January 1 of each calendar year, or within 30 days after the Effective Date in the case of the first such period, the CdA Trustee shall provide to the USEPA a balance statement, a

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proposed budget, and a detailed statement of work for the coming calendar year. USEPA shall have the authority to approve or disapprove the proposed budget and statement of work. If disapproved, such budget and/or statement of work shall be revised and resubmitted as expeditiously as possible. No expenses, including those for Administrative Costs, may be incurred or paid by the CdA Trustee that are inconsistent with the approved budget and the relevant statement of work unless the USEPA approves a revised budget and/or a revised statement of work.

3.2.1 [omitted].

3.2.2 Remuneration for CdA Trustee's Start-Up Fees and Expenses.

The CdA Trustee shall be entitled to remuneration of up to \$150,000 for his fees and expenses in connection with the formation of the CdA Trust prior to the Effective Date.

3.3 Liens by Government.

Notwithstanding anything to the contrary in this Article 3, the CdA Trust hereby grants to the CdA Trustee and the United States a first-priority lien on and security interest in the CdA Trust Assets to secure the payment of all amounts owed to, accrued or reserved on account of the CdA Trust or to be retained by the CdA Trustee hereunder or otherwise due hereunder. The CdA Trust agrees to take appropriate actions and execute appropriate documents to perfect the CdA Trustee's and the United States' liens and security interest hereunder.

3.4 Manner of Payment.

Cash payments made by the CdA Trust pursuant to the Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank selected by the CdA Trustee, or by wire transfer from a domestic bank, at the option of the CdA Trustee.

3.5 Unclaimed Distributions.

In the event that funds remain in the CdA Trust at its termination, the amounts remaining shall be transferred, as directed in writing by the United States, to any of the other ASARCO Environmental Custodial Trusts with remaining remediation or restoration to be performed and a need for additional trust funding or to the Superfund.

ARTICLE 4
THE CDA TRUSTEE

4.1 Appointment.

The Settlers, after approval by the United States, hereby appoint Daniel J. Silver not individually but solely in his representative capacity to serve as the CdA Trustee, and the CdA Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date of this Agreement. Subject to the provisions of Section 4.11

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herein, the term of the CdA Trustee shall be for five years at which time the CdA Trustee may be re-appointed or terminated. Any successor CdA Trustee shall be appointed by the Beneficiary in accordance with Section 4.12 of this Agreement. If the CdA Trustee is not reappointed and no successor CdA Trustee is appointed by the expiration of the CdA Trustee's term, the Court may reappoint the CdA Trustee or appoint a successor CdA Trustee.

4.2 Generally.

The CdA Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the CdA Trust and the Settlement Agreement and not otherwise. The CdA Trustee shall have the authority to bind the CdA Trust, and any successor CdA Trustee, or successor or assign of the CdA Trust, but shall for all purposes hereunder be acting in its representative capacity as CdA Trustee and not individually. Notwithstanding anything to the contrary contained herein, the CdA Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the CdA Trustee believes in good faith such action or omission is not consistent with the CdA Trustee's fiduciary duties.

4.3 Powers.

In connection with the administration of the CdA Trust, except as otherwise set forth in this Agreement or the Settlement Agreement, the CdA Trustee is authorized to perform any and all acts necessary to accomplish the purposes of the CdA Trust. The powers of the CdA Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the CdA Trust Assets, withdraw, make distributions and pay taxes and other obligations owed by the CdA Trust or the CdA Trust Accounts from funds held by the CdA Trustee and/or the CdA Trust (or the CdA Trust Accounts) in accordance with the Settlement Agreement, and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the CdA Trust; (ii) to engage employees and professional Persons to assist the CdA Trust and/or the CdA Trustee with respect to the responsibilities described herein; (iii) to perform Environmental Actions and make distributions of the CdA Trust Assets from the CdA Trust Accounts for the purposes contemplated in the this Agreement and the Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the CdA Trust and/or the CdA Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of the Settlement Agreement. No Person dealing with the CdA Trust shall be obligated to inquire into the authority of the CdA Trustee in connection with the protection, conservation or disposition of CdA Trust Assets. The CdA Trustee is authorized to execute and deliver all documents on behalf of the CdA Trust to accomplish the purposes of this Agreement and the Settlement Agreement.

4.4 Other Professionals.

The CdA Trustee shall have the authority to retain on behalf of the CdA Trust and pay such third parties as the CdA Trustee (in accordance with a budget approved by the USEPA) may deem necessary or appropriate to assist the CdA Trustee in carrying out its powers and

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duties under this Agreement and the Settlement Agreement, including, without limitation, (i) counsel to the CdA Trust and/or CdA Trustee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the CdA Trust as may be appropriate in the CdA Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the CdA Trust or the CdA Trust Accounts as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, and clerks. The CdA Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.2. The United States shall have the authority to disapprove environmental consultants or contractors retained by the Custodial Trustee to perform Environmental Actions.

4.5 Limitation of the CdA Trustee's Authority.

The CdA Trust and the CdA Trustee shall not and are not authorized to engage in any trade or business with respect to the CdA Trust Assets or any proceeds therefrom except as, and to the extent the same is deemed in good faith by the CdA Trustee to be, reasonably necessary or proper for the conservation or protection of the CdA Trust Assets, or for the fulfillment of the purposes of the CdA Trust. The CdA Trust and the CdA Trustee shall not take any actions or fail to take any actions that would cause the CdA Trust to fail to qualify as a qualified settlement fund (for which no grantor trust election has been made) under Section 468B of the Internal Revenue Code and the related Treasury Regulations.

4.6 Reliance by the CdA Trustee.

Except as may otherwise be provided herein: (a) the CdA Trust Parties may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; (b) the CdA Trust Parties may consult with legal counsel, financial or accounting advisors and other professionals to be selected by it, and the CdA Trustee shall not be personally liable for any action taken or omitted to be taken by it in accordance with the advice thereof; and (c) Persons dealing with the CdA Trust Parties shall look only to the CdA Trust Assets to satisfy any liability incurred by the CdA Trust Parties to such Person in carrying out the terms of this Agreement, the Settlement Agreement or any order of the Bankruptcy Court, and the CdA Trustee shall have no personal obligation to satisfy any such liability.

4.7 Compensation of the CdA Trustee.

The CdA Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the CdA Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the CdA Trustee in connection with the CdA Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the CdA Trust), postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with an annual budget or fee schedule approved by the USEPA. The CdA Trustee and employees of the CdA Trust and the CdA Trustee who perform services for the

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CdA Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the CdA Trust in accordance with an annual budget or fee schedule approved by the USEPA.

The CdA Trust Assets shall be subject to the claims of the CdA Trustee, and the CdA Trustee shall be entitled to reimburse itself out of any available cash in the CdA Trust Account, and the CdA Trust shall be obligated to pay for actual out-of-pocket expenses and for actual hours worked.

All compensation and other amounts payable to the CdA Trustee shall be paid from the assets of the General Work Account except that amounts payable to the CdA Trustee for expenses incurred in connection with the Properties shall be paid from the assets of the Custodial Trust Account.

4.8 Liability of CdA Trust Parties.

In no event shall the CdA Trust Parties be held personally liable to any third parties for any liability, action, or inaction of any other Party, including each other, except for actions or omissions to act to the extent such actions or omissions to act are determined by a final order of the Court to be due to their own respective negligence, willful misconduct or fraud after the Effective Date. It shall be an irrebuttable presumption that any action taken, or omitted to be taken, with the approval of the Bankruptcy Court shall not constitute negligence, willful misconduct or fraud. The CdA Trust Parties shall be indemnified in accordance with Section 4.9 of this Agreement.

4.9 Indemnification and Exculpation.

The CdA Trust Parties shall be and hereby are exculpated by all Persons, including, without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of the CdA Trust Assets and the discharge of the powers and duties conferred upon such CdA Trustee and/or the CdA Trust by the Settlement Agreement, this Agreement, or any order of the Court entered pursuant to or in furtherance of the Settlement Agreement or this Agreement, or applicable law or otherwise, other than actions or omissions to act to the extent determined by a final order of the Court to be due to their own respective negligence, willful misconduct or fraud after the Effective Date. No holder of a claim or other party in interest will have or be permitted to pursue any claim or cause of action against any CdA Trust Party for any claim against Settlers, for making payments in accordance with the Settlement Agreement, this Agreement, or any order of the Court, or for implementing the provisions of the Settlement Agreement, this Agreement, or any order of the Court. The CdA Trust Parties shall be indemnified, defended and held harmless from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) to the fullest extent permitted by applicable law (and any judgment and costs of defense shall be paid from the CdA Trust funds without the CdA Trust Parties having to first pay from their own funds) for any personal liability or costs of defense unless a determination is made by a final order of the Bankruptcy Court finding that they were negligent, or committed fraud or willful misconduct in relation to the

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Trust or the Trustee's duties, provided that such indemnification shall be limited to funds in the CdA Trust Account. It shall be an irrebuttable presumption that any action taken, or omitted to be taken, with the approval of the Court shall not constitute negligence, willful misconduct or fraud. Nothing in this Agreement shall preclude the United States from enforcing against the Trust Parties the terms of the Settlement Agreement, this Agreement, or other related implementation agreements, including any unilateral administrative orders, consent decrees or administrative orders on consent.

4.10 Termination.

The duties, responsibilities and powers of the CdA Trustee will terminate on the date the CdA Trust is dissolved under applicable law in accordance with the Settlement Agreement, or by an Order of the Court; provided that Sections 2.9, 4.8 and 4.9 above shall survive such termination, dissolution and entry. The CdA Trustee may resign by giving not less than thirty (30) days prior written notice thereof to the Court, the USEPA, and the United States Department of Justice. The CdA Trustee may be terminated a) with thirty days' notice upon completion of any five year term; b) by order of the Court, immediately upon notice and the appointment of a temporary or permanent successor, for negligence, fraud or willful misconduct; (c) by order of the Court, upon sixty (60) days' prior written notice, for cause; or (d) otherwise as provided in the Settlement Agreement.

4.11 Appointment of Successor CdA Trustees.

Any successor CdA Trustee shall be proposed by the United States and appointed by the Court. Any successor CdA Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such acceptance with the CdA Trust records. Thereupon, such successor CdA Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts and duties of its predecessor in the CdA Trust with like effect as if originally named herein; provided, however, that a removed or resigning CdA Trustee shall, nevertheless, when requested in writing by the successor CdA Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor CdA Trustee under the CdA Trust all the estates, properties, rights, powers, and trusts of such predecessor CdA Trustee.

4.12 No Bond.

Notwithstanding any state law to the contrary, the CdA Trustee, including any successor CdA Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE 5
BENEFICIARY

5.1 Beneficiary.

Beneficial interests in the CdA Trust shall be held by the Beneficiary.

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5.2 Identification of Beneficiary and Notices.

5.2.1 In order to determine the actual names and addresses of the authorized representatives of the Beneficiary, the CdA Trust and the CdA Trustee shall be entitled to rely conclusively on the name and address of the authorized representative listed in this Section 5.2.1, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the CdA Trustee in the future by an authorized representative of the Beneficiary.

Division Director
Office of Environmental Cleanup
1200 Sixth Ave, Suite 900
Seattle, WA 98115

5.2.2 The CdA Trustee shall send copies of all reports, budgets, annual balance statements, and other documents that the CdA Trustee is required to submit to the Beneficiary under the Settlement Agreement, this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following persons:

Cami Grandinetti
Unit Manager
1200 Sixth Ave, Suite 900
Seattle, WA 98115

Angela Chung
Coeur d'Alene Team Leader
1200 Sixth Ave, Suite 900
Seattle, WA 98115
Cara Steiner-Riley
Assistant Regional Counsel
Office of Regional Counsel
1200 Sixth Ave, Suite 900
Seattle, WA 98115

The CdA Trustee shall send copies of any documents for which, or that are relevant to, approval or other decisions by the United States or the United States Department of Justice are required under this Agreement or the Settlement Agreement to the following person:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611

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Washington, D.C. 20044-7611
[DJ# 90-11-3-08633]

5.3 Non-Beneficiaries.

Upon the Effective Date of this Agreement, the Settlers shall have no interest including, without limitation, any reversionary interest in the CdA Trust or any CdA Trust Assets.

ARTICLE 6
REPORTING AND TAXES

6.1 Reports.

As soon as practicable after the end of each calendar quarter beginning with the quarter ended after assets are first received by the CdA Trust and ending as soon as practicable upon termination of the CdA Trust, the CdA Trust shall submit to the Beneficiary a written report, including: (a) financial statements of the CdA Trust at the end of such calendar quarter or period and the receipts and disbursements of the CdA Trust for such period; and (b) a description of the actions taken, progress achieved, and any problems encountered during the quarter. The CdA Trust shall promptly submit additional reports to the Beneficiary whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the CdA Trust or the rights of the Persons receiving benefits (including, without limitation, the Beneficiary) hereunder. The CdA Trust shall also provide the reports or information required by Section 3.2 of this Agreement.

6.2 Other.

The CdA Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the CdA Trust, that are required by any governmental unit.

6.3 Reports in Support of Insurance Claims.

The CdA Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of United States and shall provide the United States a copy of any such reports and cost analyses.

6.4 Taxes.

The CdA Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the CdA Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the CdA Trustee shall file tax returns and pay applicable taxes with respect to the CdA Trust in a manner consistent with the provisions of Treasury Regulation Section 1.468B-2. All such taxes shall be paid from the CdA Trust Assets.

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ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Amendments and Waivers.

Any provision of this Agreement may be amended or waived by mutual consent of the CdA Trust and the United States; provided, however, that no change shall be made to this Agreement that would adversely alter the provisions of Section 7.2 hereof or affect the federal income tax status of the CdA Trust as a “qualified settlement fund” for which no grantor trust election has been made (in accordance with Section 2.1.7 hereof), or, unless agreed to in writing by the affected CdA Trustee, the rights of the CdA Trustee. Technical amendments to this Agreement may be made as necessary, to clarify this Agreement or enable the CdA Trustee to effectuate the terms of this Agreement, in a manner consistent with the Settlement Agreement, with the mutual consent of the CdA Trust and the United States.

7.2 Tax Treatment.

The CdA Trust is intended to be treated as a qualified settlement fund (for which no grantor trust election has been made) pursuant to section 468B of the Internal Revenue Code and related Treasury Regulations for federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent. In no event shall the Settlers or the CdA Trustee take the position that any portion of the CdA Custodial Trust or any portion of a Custodial Trust Account is a grantor trust owned by any or all of the Settlers.

7.3 Cooperation.

Within 90 days after the Effective Date, the Settlers shall provide the CdA Trustee with copies of such of their books and records relating to the Properties for the purpose of performing its duties and exercising its powers hereunder. The CdA Trust and CdA Trustee shall take such actions and execute such documents as are reasonably requested by Debtors with respect to effectuating the Settlement Agreement and the transactions contemplated thereby, provided that such actions are not inconsistent with this Agreement. To the extent that Debtors request the CdA Trust and/or the CdA Trustee to take such an action, the CdA Trust and CdA Trustee shall do so at the sole expense of the Debtors.

7.4 Situs of the CdA Trust.

The situs of the CdA Trust herein established is Idaho and the laws of Idaho shall control with respect to the construction, administration, and validity of the CdA Trust and to the construction and interpretation of this Agreement, without giving effect to rules governing the conflict of law. Venue for any dispute in connection with the CdA Trust shall lie in the Bankruptcy Court pursuant to its retention of jurisdiction over the subject matter of, and parties to, the Settlement Agreement.

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7.5 Severability.

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.6 Sufficient Notice.

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended (who may, in the alternative, agree to receive such notice or communication by electronic means), to the name and address set forth in the case of the Beneficiary in Section 5.2.1 of this Agreement, or such other address provided in writing to the CdA Trust by an authorized representative of the Beneficiary.

7.7 Headings.

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8 Actions Taken on Other Than Business Day.

If any payment or act under the Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this agreement, a business day shall be any of the days Monday through Friday excluding national holidays.

7.9 Consistency of Agreements and Construction.

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall prevail.

7.10 Compliance with Laws.

Any and all distributions of CdA Trust Assets shall be in compliance with applicable laws, including but not limited to, applicable federal and state securities laws.

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7.11 Preservation of Privilege.

In connection with the rights, claims, and causes of action that constitute the CdA Trust Assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the CdA Trust shall vest in the CdA Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

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IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as the date of the first above written.

ASARCO LLC

By: _____

Name: _____

By: _____

Name: _____

GOVERNMENT GULCH MINING COMPANY, LIMITED

By: _____

Name: _____

By: _____

Name: _____

BLACKHAWK MINING AND DEVELOPMENT COMPANY, LIMITED

By: _____

Name: _____

By: _____

Name: _____

GREEN HILL CLEVELAND MINING COMPANY

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Amended Settlement Agreement and Consent Decree
Regarding Residual Environmental Claims

By: _____

Name: _____

By: _____

Name: _____

WYOMING MINING AND MILLING COMPANY

By: _____

Name: _____

By: _____

Name: _____

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Regarding Residual Environmental Claims

FOR THE UNITED STATES

Date: _____

Ronald J. Tenpas
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: _____

Alan S. Tenenbaum
David L. Dain
Eric D. Albert
Environment and Natural Resources Division
Environmental Enforcement Section
U.S. Department of Justice

Date: _____

Granta Y. Nakayama
Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency

Date: _____

Elin D. Miller
Regional Administrator, Region 10
U.S. Environmental Protection Agency

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Daniel J. Silver, not individually, but solely in his fiduciary capacity as CdA Trustee of the CdA Trust

By: _____
_____, not individually, but solely in his fiduciary
capacity as CdA Trustee of the CdA Trust

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ATTACHMENT A

List of Properties

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Attachment C
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CUSTODIAL TRUST SITES
<i>Montana Custodial Trust</i>
East Helena, MT
Black Pine, MT
Mike Horse, MT
Iron Mountain, MT
<i>Texas Custodial Trust</i>
El Paso Smelter, TX
Amarillo, TX
<i>Other Custodial Trust</i>
Sacaton, AZ
Globe, CO
Alton, IL
Taylor Springs, IL
Silverton, CO
Trench/Salero, AZ
Murray, UT
Magdalena, NM
Whiting, IN
Columbus/Blue Tee, OH
Beckmeyer, IL
McFarland, WA
Ragland, AL
Van Buren, AR
Deming, NM
Sand Springs, OK
Gold Hill/Belshazzar, UT

PREVIOUSLY SETTLED ENVIRONMENTAL CLAIMS

<i>Site</i>
Cal Gulch/Black Cloud, CO
El Paso County Metal Survey, TX
Golinsky, CA
Taylor Springs, IL
Azurite, WA
Iron Mountain, MT
Upper Blackfoot/Mike Horse, MT
Silver Bow Creek/Butte, MT
B&L Woodwaste, WA
Tacoma Smelter Plume, WA - Past Costs/NRD & PRP
Everett Smelter, WA
Southeast MO
Encycle, TX
Bunker Hill/CDA (Box), ID - Unowned Portion
Selby Smelter, CA
Tri-State
Nueces Bay, TX
Barker Hughesville (Block P), MT
East Helena, MT - US/MT Costs - Unowned Portion
Hayden, AZ
Mission Mine, AZ

MISCELLANEOUS STATE & FEDERAL SITES***Site***

Tacoma Federal, WA

USIBWC, TX

Jack Waite Mine, ID

Monte Cristo, WA

Lower Silver Creek/Richardson Flats, UT

Circle Smelting, IL

East Helena, MT - NRD

Van Stone, WA

Kusa, OK

Triumph Mine, ID

Vasquez Blvd. / I-70, CO

Isle Terrible, CO

New Mexico

South Plainfield, NJ

Helvetia, AZ

Stephenson Bennett Mine, NM

Combination, MT

Flux, AZ

Bonanza, CO

Golden King, WA

Cholett, WA

Coy Mine, TN

Black Pine, MT

Murray Smelter, UT

Henryetta, OK

Summitville, CO

Sand Springs, OK (past costs)

Colorado Permits & Fees

OTHER SITES

<i>Site</i>
Perth Amboy, NJ: to the extent of remediation on unowned sites, past costs of remediation on the owned site, and NRD on unowned and owned sites. The parties are also negotiating the potential resolution of the claim for future remediation of the owned site.
Arizona NRD: Agreement in principle, subject to the 9019 process, allowance of general unsecured claim of \$4,000,000 and the transfer of certain real property
Hayden (Past Costs): the parties are negotiating the allowance of a general unsecured claim
Kelly Mine, WA
Blue Ledge, CA
Coeur d'Alene, ID
Tacoma, WA
Omaha Lead Site, NB