

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

_____)
)
 UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 HECLA LIMITED, a Delaware Corporation,)
)
 Defendant.)
)
 _____)
 and CONSOLIDATED CASES.)
)

No. 96-0122-N-EJL
No. 91-0342-N-EJL
No. 94-0206-N-HLR

ORDER

The above-entitled cause having come before the Court upon the Unopposed Motion to Deposit Certain Funds into the Registry of the Court pursuant to Fed. R. Civ. P. 67 and Dist. Idaho Loc. Civ. R. 67.1, and the Court having considered the motion and finding good cause for the entry of said motion,

IT IS HEREBY ORDERED that the Unopposed Motion to Deposit Certain Funds into the Registry of the Court (Dkt. No. 1608) is GRANTED.

IT IS FURTHER ORDERED that the Clerk of the Court invest the amounts received pursuant to Paragraphs 6(a) [the sum of \$66,588,208] and 6(c) [the sum of 66.5% of Pre-Lodging Interest to the Registry Account in accordance with Paragraph 5] of the Consent Decree (Dkt. No. 1612) entered in this matter with Hecla Limited, *et al.* in an interest bearing and automatically renewable type of account or instrument (*i.e.*, money market account), in the name of the Clerk of the Court, U.S. District Court, at Bank of America with said funds to remain invested pending further order of the Court.

IT IS FURTHER ORDERED that the Clerk of the Court must deduct a fee from the income earned on the investment equal to ten percent (10%) of the income earned while the funds are held in the Court's registry fund regardless of the nature of the case underlying the investment and without further order of the Court. The interest payable to the U.S. Courts must be paid prior to any other distribution of the account. Investments having a maturity date will be assessed the fee at the time the investment instrument matures. However, the fee deducted from any funds to be received by the United States shall be restored pursuant to the Notice of the Administrative Office of the United States Court published at 56 *Fed. Reg.* 56356-01 (November 4, 1991).

IT IS FURTHER ORDERED that counsel presenting this Order personally serve a copy thereof on the Clerk of the Court or her financial deputy.

IT IS FURTHER ORDERED that Hecla Limited shall make the aforementioned payment by certified or bank check made payable to the "Clerk, United States District Court." The check shall include on its face the terms, U.S. et al v. Hecla Limited, Civil Action No. 96-0122-N-EJL, and a copy of the payment document shall be sent to counsel for the United States and the State pursuant to Consent Decree Section XXIII (Notices). However, Hecla Limited shall not be required to make the aforementioned payment unless and until the proposed Consent Decree lodged with this Court on June 13, 2011 is entered by this Court.

IT IS FURTHER ORDERED that all funds deposited pursuant to this Order shall not be disbursed or withdrawn by any person except in accordance with the terms of the Consent Decree, and pursuant to a further order of this Court.

SO ORDERED.



DATED: September 8, 2011

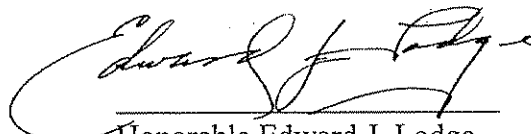

Honorable Edward J. Lodge
U. S. District Judge

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I. BACKGROUND

A. In 1983, the United States Environmental Protection Agency (“EPA”) placed the Bunker Hill Mining and Metallurgical Complex Superfund Site on the National Priorities List (“NPL”) pursuant to 42 U.S.C. § 9605.

B. In 1991, the Coeur d’Alene Tribe of Idaho (“Tribe”) filed a complaint in this matter pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, seeking natural resource damages with respect to the Site.

C. In 1994, the United States and the State of Idaho (“State”) filed actions for response costs against numerous defendants, including some of the Settling Companies as defined herein, for a discrete portion of the Site referred to as “the Box,” which were settled in a Consent Decree entered by the United States District Court for the District of Idaho on November 17, 1994 in case number CV-94-206-N-EJL.

D. In 1996, the United States of America (“United States”), on behalf of the Administrator of EPA, the Secretary of the United States Department of the Interior, and the Secretary of the United States Department of Agriculture, filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended (“CERCLA”), and Section 311 of the Clean Water Act (“CWA”), 33 U.S.C. § 1321, seeking natural resource damages and reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Bunker Hill Mining and Metallurgical Complex Superfund Site. The complaint also seeks declaratory relief on the recoverability of future response costs related to the Site. Also in 1996, Hecla Limited filed a Counterclaim and First Amended Counterclaims against the United States.

E. Concurrently with the lodging of this Consent Decree, the State has filed an unopposed motion to intervene and a proposed complaint in intervention in this matter in the United States District Court pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, Idaho Code Section 39-101 *et seq.*, and Idaho Code Section 39-4401 *et seq.*, seeking reimbursement of response costs and natural resource damages with respect to the Site.

F. This Court has previously ruled that Hecla Mining Company (now Hecla Limited), one of the Settling Companies (as defined below), is liable to the United States for response costs under CERCLA Section 107 and to the Trustees for natural resource damages under CERCLA Section 107 and CWA Section 311, although the Court has not ruled on the dollar value of any judgment for either response costs or natural resource damages. *See Coeur d'Alene Tribe v. Asarco Inc.*, 280 F. Supp. 2d 1094 (D. Idaho 2003) and *Coeur d'Alene Tribe v. Asarco Inc.*, 471 F. Supp. 2d 1063 (D. Idaho 2005).

G. As a result of the release of hazardous substances at or from the Site, natural resources for which the United States, the Tribe, and the State are trustees under CERCLA and the CWA have been injured. The Trustees (as defined below) have expended funds to assess injuries to natural resources and to restore, replace, or acquire the equivalent of injured natural resources. The Trustees will in the future expend additional funds to restore, replace, or acquire the equivalent of injured natural resources.

H. In response to the release or threatened release of hazardous substances at or from the Site, EPA has undertaken substantial response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional substantial response actions in the future. In connection with these response actions, EPA has and will incur substantial response costs at the Site. The State also has undertaken, and will in the future undertake, response actions at the Site. In addition, in the future the Tribe may incur substantial response costs at the Site.

I. The response actions that EPA intends to take at the Site include addressing discharges from a number of inactive mine adits, portals, tunnels, shafts, and seeps (collectively referred to as "Features"). These Features are identified by the BLM Source Code locations included in Focused Feasibility Alternative 3+ in the July 2010 Final Draft Focused Feasibility Study Report for the Upper Basin ROD Amendment ("Focused Feasibility Study Alternative 3+"), plus the Hecla shaft, which is part of the Hecla-Star Complex (BUR 128). EPA's July 2010 Proposed Plan for the Upper Coeur d'Alene Basin and Box contemplates that the discharges from these Features, at a minimum, will be addressed as part of EPA's response actions over time under the Superfund program. Based on its current understanding of surface water conditions at the Site, EPA currently has no plans to select and implement additional response actions for Features that

were not identified in Focused Feasibility Study Alternative 3+ or the Proposed Plan; however, EPA may in the future plan for and implement additional response actions at additional Features in the Site.

J. In February 1994, the United States, the State, Hecla Limited (formerly Hecla Mining Company), and other parties entered into the Box Consent Decree (as defined below) to address certain cleanup activities in certain areas of the Site within the 7-mile by 3-mile area of the Site known as the "Box," approximately centered on Kellogg, Idaho.

K. In accordance with Section 122(g)(7) of CERCLA, the United States has reviewed the Financial Information submitted by Settling Companies to determine whether they have a limited ability to pay natural resource damages and response costs incurred and to be incurred at the Bunker Hill Mining and Metallurgical Complex Superfund Site, taking into consideration the ability of Settling Companies to pay response costs and natural resource damages and still maintain and develop their business operations, including their overall financial condition and the effect of payments required by this Consent Decree on their ability to raise revenues. In addition, the United States has reviewed disclosures submitted by Settling Companies to the Securities and Exchange Commission (SEC). Based upon this Financial Information and the SEC disclosures, the United States has determined that Settling Companies qualify for a reduction in settlement amount and/or an alternative payment method within the meaning of Section 122(g)(7) of CERCLA, 42 U.S.C. § 9622(g)(7), and are able to make the payments specified in Section VI. The Tribe and the State concur with this determination.

L. Settling Companies do not admit any liability to Plaintiffs or any third party arising out of the transactions or occurrences alleged in the complaints, nor do they acknowledge that any release or threatened release of hazardous substances at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment. This Consent Decree shall be admissible in any action to interpret, enforce or modify this Consent Decree or in any action authorized under the reservations of rights in Sections X, XI, and XII, but it shall not be admissible in any judicial or administrative proceeding against Settling Companies, over their objection, as proof of liability or an admission of any fact dealt with herein.

M. The United States, the Tribe, the State, and Settling Companies agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will resolve years of prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355, 1362, and 1367; 33 U.S.C. § 1321(n); and 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Companies. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Companies waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Companies shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, the Tribe, the State, and upon Settling Companies and their successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Companies under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Terms defined in this Section in the plural may also be used in a singular form. Whenever terms listed below are used in this Consent Decree, including in any appendix attached hereto, the following definitions shall apply:

“Active Mining Operations” shall mean, after the Lodging Date, activities, including construction activities, related to the extraction, removal or recovery, and beneficiation of metal ore in commercial quantities, and thereby excludes Exploration Operations.

“Active Operations” shall mean, after the Lodging Date, all Active Mining Operations and all business, commercial or industrial activities of any kind other than Exploration Operations.

“Box Consent Decree” shall mean the consent decree entered on November 18, 1994 in *United States, et al. v. Asarco, Inc., et al.*, Civ. No. 94-0206-N-HLR, to which Hecla Limited (formerly Hecla Mining Company) is a party.

“Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account” shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Bunker Hill Mining and Metallurgical Complex Superfund Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“CAA” shall mean the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

“Coeur d’Alene Basin Natural Resource Trustee Account” shall mean the DOI Restoration Fund NRDAR Account 14X5198.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“CWA” shall mean the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*

The term “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

“DOI Account For Receiving Stock For The Trustees” shall mean the following account:

Merrill Lynch:
For Federal Book Entry Securities:
ABA#021000018
BK of NYC/MLGOV
Further Credit to the US Department of the Interior
Account Number: 78L-09001

“DOJ” shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

“Effective Date” shall be the date upon which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

“Environmental Covenant” shall mean a recordable instrument under the Idaho Uniform Environmental Covenants Act, as amended, in the form of the document attached as Appendix A and including any site specific conditions selected by EPA, after consultation with the Idaho Department of Environmental Quality, necessary to ensure the protectiveness of any remedy implemented on the property.

“EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

“EPA Account For Receiving Stock” shall mean the following account:

Merrill Lynch:
DTC#: 5198 Merrill Lynch
Account Name: U.S. Department of the Treasury
Further Credit to the United States Environmental Protection Agency
Account#: 78L-09000

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Exploration Operations” shall mean activities, after the Lodging Date, performed on the surface of lands or underground to locate mineral bodies and to determine the mineability and merchantability thereof, and which are conducted in conformance with the requirements of the Protocol in Appendix B. These activities include, but are not limited to, construction of roads or other accesses, trenches, and drilling.

“Federal Land Management Agencies” shall mean the United States Bureau of Land Management and the United States Forest Service.

“Federal Lands” shall mean federal lands within the Site, including but not limited to lands that are subject to unpatented mining claims.

“Financial Information” shall mean those financial documents provided by David Sienko, on behalf of Settling Companies to Patrick Casey, on behalf of Plaintiffs, on July 15, 2010, July 26,

2010, and August 4, 2010, pursuant to the Protective Order entered by this Court on May 29, 2008.

“Forward-Looking Information” is that Financial Information provided by Settling Companies to the Plaintiffs which consists of variable projections and estimates of future metals prices and of the Settling Companies’ future performance that may not be accurate predictors of any actual outcome.

“Fractional Interest Property” shall mean any real property within the Site where one or more of the Settling Companies own less than one hundred percent (100%) of the interest in the real property as a tenant in common or a joint tenant and one or more persons or entities who or which are not Settling Companies own the remaining interest in the real property.

“Governors Trust Fund” shall mean that certain trust fund established by the State of Idaho and attached to the Box Consent Decree as attachment M.

“Hecla Limited” shall mean Hecla Limited, a Delaware corporation.

“Hecla Mining Company” shall mean Hecla Mining Company, a Delaware corporation.

“Hecla-Star Complex” shall mean the real property and other interests depicted in Appendix C and related current and future facilities located in or on said property.

“IDAPA” shall mean the official publication of the Administrative Rules of the State of Idaho as required by the Idaho Administrative Procedures Act.

“Institutional Controls” shall mean any applicable laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water and/or resource use to minimize potential for human exposure to Waste Materials at the Site; (b) limit land, water and/or resource use to implement, ensure non-interference with, or ensure the protectiveness of any response action at the Site; and/or (c) provide information intended to modify or guide human behavior in response to risks posed by Waste Materials at the Site.

“Insurance Information” shall mean those insurance documents included in Appendix D.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“Lodging Date” shall mean the date on which this Consent Decree is lodged with the Court.

“Lucky Friday Active Area” shall mean the real property and other interests depicted in Appendix E and related current and future facilities located in or on said property.

“Natural Resource Trustees,” or “Trustees,” shall mean the United States Department of the Interior, the United States Department of Agriculture (including the United States Forest Service), the Tribe, and the State.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States, the Coeur d’Alene Tribe, the State of Idaho, and Settling Companies.

“Performing Parties” shall mean the United States, the State, the ASARCO Trust, and potentially responsible parties who have entered into or may enter into an agreement with the United States or the State for performance of response actions at the Site.

“Plaintiffs” shall mean the United States, the Coeur d’Alene Tribe, and the State of Idaho.

“Pre-Lodging Interest” shall mean interest calculated at an annual rate of 3.25% on the sum \$197.5 million, from April 15, 2011, through the Lodging Date, if the Lodging Date is after April 15, 2011.

“Proprietary Controls” shall mean: (1) easements or covenants running with the land that limit land, water use, or resource use and/or provide access rights; and (2) are created pursuant to common law or statutory law by an instrument that is recorded by the owner in the appropriate land records office.

“Protocol” shall mean the document attached as Appendix B.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Companies” (or “Settling Company” in the singular) shall mean Hecla Mining Company, Hecla Limited, Hecla Silver Valley, Inc., Silver Hunter Mining Company and HLT, Inc. “Settling Companies” also shall include successors and assigns to the Settling Companies to the

extent that their liability, if any, arises solely from their status as successors or assigns to a Settling Company.

“Site” shall mean the Bunker Hill Mining and Metallurgical Complex Superfund Site, which is generally located in the Coeur d’Alene Basin watershed in Idaho, including, without limitation, the South Fork of the Coeur d’Alene River (“South Fork”) and its tributaries, the 7-mile by 3-mile area known as “the Box,” the mainstem of the Coeur d’Alene River downstream of the confluence of the South Fork and the North Fork of the Coeur d’Alene River (“North Fork”), Lake Coeur d’Alene, and the Spokane River upstream of Upriver Dam, and those other areas where Waste Material originating from facilities on the South Fork and its tributaries have come to be located. The Lucky Friday Active Area, as depicted in Appendix E, the two properties owned by Hecla Limited that are identified in Appendix F, and the North Fork, including all tributaries of the North Fork, are excluded from the “Site” for purposes of this Consent Decree. The exclusion of the Lucky Friday Active Area from the “Site” for purposes of this Consent Decree does not exclude the Lucky Friday Active Area from the Bunker Hill Mining and Metallurgical Complex Superfund Site as listed by EPA on the National Priorities List on September 3, 1983. 48 *Fed.Reg.* 40,658, 40,670 (Sept. 8, 1983).

“State” shall mean the State of Idaho.

“Star Tailings Ponds” shall mean the tailings impoundments (Nos. 1-6) and related facilities located proximate to Woodland Park in the Canyon Creek drainage, as depicted in Appendix G.

“Transfer” shall mean to sell, assign, convey or lease, or where used as a noun, a sale, assignment, conveyance, or any other disposition of any interest by operation of law or otherwise. Transfer shall not include (i) the granting of a security interest, pledge or mortgage of any interest except when the holder of any such interest forecloses or otherwise exercises its right to take both equitable and legal title to the interest, (ii) the transfer of any interest in a Fractional Interest Property, or (iii) a transfer from one Settling Company to another Settling Company.

“Tribe” shall mean the federally-recognized Indian tribe known as the Coeur d’Alene Tribe, including its departments, agencies, and instrumentalities. The Tribe, which has a governing Tribal Constitution and Tribal Council duly recognized by the Secretary of the Interior, is an “Indian tribe” within the meaning of Section 101(36) of CERCLA, 42 U.S.C. § 9601(36).

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States.

“Waste Material” shall mean (1) any hazardous substance under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) or under Section 311(a)(14) of the CWA, 33 U.S.C. § 1321(a)(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); (4) any pollutant under Section 502(6) of the CWA, 33 U.S.C. § 1362(6); (5) hazardous wastes as defined in the Idaho Hazardous Waste Management Act, Idaho Code 39-4403(8); (6) “pollutants” as defined in IDAPA 58.01.02.010.78; (7) “contaminants” as defined in IDAPA 58.01.11.007.10; (8) “hazardous materials” as defined in IDAPA 58.01.02.010.44; or (9) “deleterious materials” as defined in IDAPA 58.01.02.010.19.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the primary mutual objectives of the Parties are: for Settling Companies to make the payments, deliveries, and guarantees in Section VI to resolve their civil liability at the Site, as provided in the Covenants Not to Sue, and subject to the Reservations of Rights, in Sections X, XI, and XII; to fully satisfy and resolve any remaining liability of any of the Settling Companies under the Box Consent Decree; to provide for Access and Institutional Controls as set forth in Section XVIII; to resolve other claims as set forth in Sections XIII, XIV, and XVI; and to establish a protocol for coordinating Settling Companies’ future mining-related activities with activities authorized by CERCLA, as set forth in Section XX.

VI. PAYMENTS, DELIVERIES, AND GUARANTEES

5. Court Registry.

a. The United States and the State shall file a motion to deposit certain funds into the registry of the Court (“Registry Account”) no later than twenty (20) days after the date of Lodging of this Consent Decree. Settling Defendants shall not oppose that motion.

b. The proposed order granting that motion shall be consistent with the proposed order attached hereto as Appendix K.

c. The purpose of the Registry Account is to receive certain payments from Settling Companies as is provided in Paragraphs 6(a) and 6(c) (“Total Registry Payment Amount”); to earn interest; and to provide funds to finance response actions relating to water

treatment, including operation and maintenance, as necessary, taken or to be taken at or in connection with the Bunker Hill Mining and Metallurgical Complex Superfund Site. The funds shall be disbursed from the Registry Account under conditions which are described in Paragraphs 5(d) - 5(f) below.

d. EPA presently expects to issue an amended Record of Decision (“ROD”) within the next year in connection with its July 2010 Proposed Plan for the Upper Coeur d’Alene Basin and Box. Concurrently with preparing the ROD, EPA and the State will be discussing the State’s role in performing certain response actions relating to water treatment and distribution of the proceeds held in the Registry Account. Those discussions will consider EPA’s estimate of the cost of response actions to be performed by the State, other cleanup priorities within the Site and their associated costs, and the availability of funding for these and other planned response actions. Should the State agree to perform such response actions, which agreement would be reflected in a Superfund State Contract, and once the agreement is finalized, EPA and the State shall jointly move the Court for a distribution from the Registry Account and shall provide accompanying payment instructions, consistent with that agreement. Neither EPA nor the State can unilaterally determine that an agreement has been reached. Settling Companies are not eligible to receive any funds directly from the Registry Account, nor may Settling Companies participate in the discussions between EPA and the State about those funds.

e. If after eighteen (18) months EPA and the State have not jointly moved for distribution of the funds held in the Registry Account and provided instructions for payments of such funds, all funds remaining in the Registry Account, including interest, shall be disbursed to EPA upon motion to the Court by the United States.

f. Any disbursements made to EPA from the Registry Account made pursuant to this Paragraph shall be made by certified or cashier’s check or wire transfer made payable to “EPA Hazardous Substance Superfund” and shall be deposited in the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account within the EPA Hazardous Substance Superfund, to be retained and used to conduct or finance response actions at or in connection with the Bunker Hill Mining and Metallurgical Complex Superfund Site. After certification of completion of the Bunker Hill Mining and Metallurgical Complex Superfund Site remedial

action, any balance remaining in the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account may be transferred by EPA to the EPA Hazardous Substance Superfund.

g. The provisions of this Paragraph and any disagreements between the State and EPA regarding allocation of the Total Registry Payment Amount are not subject to the Dispute Resolution provisions of this Consent Decree.

6. Hecla Limited shall make the following payments to EPA, or to the Registry Account pursuant to Paragraphs 6(a) and 6(c), to be retained and used by EPA or the State to conduct or finance response actions at or in connection with the Site:

a. Within thirty (30) days of the Effective Date, Hecla Limited shall pay to the Registry Account in accordance with Paragraph 5 the sum of \$66,588,208, which includes 75% of the proceeds from all Series 1 and 3 warrants exercised between the date of issuance and April 12, 2011.

b. Within thirty (30) days of the Effective Date, Hecla Limited shall either: (i) pay to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account the sum of \$41,625,000, or (ii) deliver to the EPA Account For Receiving Stock a number of shares of common stock of Hecla Mining Company having a market value of \$41,625,000, based on the closing price for Hecla Mining Company common stock on the New York Stock Exchange on the trading day prior to delivery. The choice between paying cash or delivering stock shall be made by Hecla Limited. In the event that Hecla Limited elects to make this payment in shares of common stock, those shares shall be delivered on the last trading day of the 30-day period.

c. Within thirty (30) days of the Effective Date, Hecla Limited shall pay 66.5% of Pre-Lodging Interest to the Registry Account in accordance with Paragraph 5. If the Consent Decree was lodged on or before April 15, 2011, no payment of Pre-Lodging Interest is required.

d. Within thirty (30) days of the one-year anniversary of the Effective Date, Hecla Limited shall pay to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account the principal amount of \$18,750,000, plus Interest. Interest on the payment under this sub-paragraph shall be calculated from the Effective Date through the date of payment.

e. Within thirty (30) days of the two-year anniversary of the Effective Date, Hecla Limited shall pay to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account the principal amount of \$11,250,000 plus Interest. Interest on the payment under this sub-paragraph shall be calculated from the Effective Date through the date of payment.

f. Between the Effective Date and August 15, 2014, Hecla Limited shall pay to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account the sum of \$42,336,792, as follows:

(i) Within 30 days of the end of each calendar quarter between the Effective Date and August 15, 2014, Hecla Limited shall pay to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account 75% of an amount equal to the proceeds from exercised Hecla Mining Company Series 1 and Series 3 warrants received during the prior calendar quarter. The first quarterly payment to be made under this sub-paragraph shall include 75% of all warrant exercise proceeds from April 13, 2011 through the end of the calendar quarter in which the Effective Date falls.

(ii) No later than August 15, 2014, Hecla Limited shall pay to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account the sum of \$42,336,792, less the quarterly payments previously made to the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account pursuant to sub-paragraph (i), above.

7. Hecla Limited shall make the following payments to the Trustees:

a. Within thirty (30) days of the Effective Date, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account the sum of \$21,732,736, which includes 25% of the proceeds from all Series 1 and 3 warrants exercised between the date of issuance and April 12, 2011.

b. Within thirty (30) days of the Effective Date, Hecla Limited shall either:
(i) pay to the Coeur d'Alene Basin Natural Resource Trustee Account the sum of \$13,875,000, or
(ii) deliver to the DOI Account For Receiving Stock For The Trustees a number of shares of common stock of Hecla Mining Company having a market value of \$13,875,000, based on the closing price for Hecla Mining Company common stock on the New York Stock Exchange on the trading day prior to delivery. The choice between paying cash or delivering stock shall

be made by Hecla Limited. In the event that Hecla Limited elects to make this payment in shares of common stock, those shares shall be delivered on the last trading day of the 30-day period.

c. Within thirty (30) days of the Effective Date, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account 22% of Pre-Lodging Interest. If the Consent Decree was lodged on or before April 15, 2011, no payment of Pre-Lodging Interest is required.

d. Within thirty (30) days of the one-year anniversary of the Effective Date, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account the principal amount of \$6,250,000, plus Interest. Interest on the payment under this sub-paragraph shall be calculated from the Effective Date through the date of payment.

e. Within thirty (30) days of the two-year anniversary of the Effective Date, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account the principal amount of \$3,750,000, plus Interest. Interest on the payment under this sub-paragraph shall be calculated from the Effective Date through the date of payment.

f. Between the Effective Date and August 15, 2014, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account the sum of \$14,112,264, as follows:

(i) Within 30 days of the end of each calendar quarter between the Effective Date and August 15, 2014, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account 25% of an amount equal to the proceeds from exercised Hecla Mining Company Series 1 and Series 3 warrants received during the prior calendar quarter. The first quarterly payment to be made under this sub-paragraph shall include 25% of all warrant exercise proceeds from April 13, 2011 through the end of the calendar quarter in which the Effective Date falls.

(ii) No later than August 15, 2014, Hecla Limited shall pay to the Coeur d'Alene Basin Natural Resource Trustee Account the sum of \$14,112,264, less the quarterly payments previously made to the Coeur d'Alene Basin Natural Resource Trustee Account pursuant to sub-paragraph (i), above.

8. Within 30 days of the Effective Date, Hecla Limited shall pay to EPA and the State of Idaho jointly the sum of \$17,000,000, to be deposited in the Governor's Trust Fund and used in accordance therewith to fund the requirements set forth in Attachment D to the Box Consent Decree and related Institutional Control Plan activities at other areas in the Site. Within thirty (30) days of the Effective Date, Hecla Limited shall pay to the Governor's Trust Fund 8.5% of Pre-Lodging Interest. If the Consent Decree was lodged on or before April 15, 2011, no payment of Pre-Lodging Interest is required. Payments made pursuant to this section shall be made via electronic funds transfer in accordance with the Electronic Remittance Guide prepared by the Idaho State Treasurer's Office. Questions concerning payment should be directed to:

Fiscal Office
Idaho Department of Environmental Quality
1410 N. Hilton,
Boise, Idaho 83706
208-373-0315

9. Within 30 days of the Effective Date, Hecla Limited shall pay to the State and the Tribe the aggregate sum of \$ 2,130,000, to enhance implementation of the Lake Coeur d'Alene Lake Management Plan. Said monies shall be paid as follows:

a. \$1,065,000 to be paid to the State of Idaho Department of Environmental Quality and deposited in an account and used exclusively to fund activities of the Lake Coeur d'Alene Lake Management Plan. Payments made pursuant to this sub-paragraph shall be made via electronic funds transfer in accordance with the Electronic Remittance Guide prepared by the Idaho State Treasurer's Office. If the payment instructions are not provided by the Idaho State Treasurer's Office at least three days prior to the payment's due date, then the due date for that payment shall be extended until the third day after the Idaho State Treasurer's Office provides payment instructions for that payment. Questions concerning payment should be directed to:

Fiscal Office
Idaho Department of Environmental Quality
1410 N. Hilton,
Boise, Idaho 83706
208-373-0315

b. \$1,065,000 to be paid to the Coeur d'Alene Tribe and deposited in an account and used exclusively to fund activities of the Lake Coeur d'Alene Lake Management Plan. Payment to the Tribe under this Section shall be paid by certified or cashier's check made payable to the "Coeur d'Alene Tribe" and sent to:

Coeur d'Alene Tribe
Finance Department
850 A Street
P O Box 408
Plummer, ID 83851

The check, or a letter accompanying the check, shall identify the payment as "payment to fund activities of the Lake Coeur d'Alene Management Plan" under this Section and shall reference the name and address of the Party making payment, the Coeur d'Alene Basin site, the civil action numbers 96-0122-N-EJL, 91-0342-N-EJL and 94-0206-N-HLR and this Consent Decree.

c. Within thirty (30) days of the Effective Date, Hecla Limited shall pay to the State and the Coeur d'Alene Tribe each 0.5% of Pre-Lodging Interest. If the Consent Decree was lodged on or before April 15, 2011, no payment of Pre-Lodging Interest is required.

10. Within 30 days of the Effective Date, Hecla Limited shall pay to the Tribe the sum of \$4,000,000 in past costs. Within thirty (30) days of the Effective Date, Hecla Limited shall pay to the Coeur d'Alene Tribe 2% of Pre-Lodging Interest. If the Consent Decree was lodged on or before April 15, 2011, no payment of Pre-Lodging Interest is required. Payment to the Tribe under this Section shall be paid by certified or cashier's check made payable to the "Coeur d'Alene Tribe" and sent to:

Coeur d'Alene Tribe
Finance Department
850 A Street
P O Box 408
Plummer, ID 83851

The check, or a letter accompanying the check, shall identify the payment as "payment for past costs" under this Section and shall reference the name and address of the Party making payment, the Coeur d'Alene Basin site, the civil action numbers 96-0122-N-EJL, 91-0342-N-EJL and 94-0206-N-HLR and this Consent Decree.

11. With respect to the interest payments due under Paragraphs 6(c)-6(e) and 7(c)-7(e), the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the District of Idaho shall send a calculation of the interest due for each payment to Hecla Limited. Hecla Limited may make any payment due under Paragraphs 6(c) – 6(e) and 7(c) – 7(e) prior to the due date, but must contact the FLU in advance for a determination regarding the amount of interest to be included with the payment.

12. Hecla Limited shall make payments required in Paragraphs 6 and 7 by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account in accordance with current EFT procedures, included in the written instructions that shall be provided to Settling Companies by the FLU after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions in accordance with Section XXIII (Notices and Submissions). If the payment instructions are not provided by the FLU at least three days prior to a payment’s due date, then the due date for that payment shall be extended until the third day after the FLU provides payment instructions for that payment.

13. At the time of each payment, Hecla Limited shall send notice to each Plaintiff that payment has been made to it in accordance with Section XXIII (Notices and Submissions). In addition, for payments required by Paragraphs 6 and 7, Hecla Limited shall send notice that payment has been made to the EPA Cincinnati Finance Office by email at acctreceivable.cinwd@epa.gov, or by mail to:

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

Such notice shall reference the Site/Spill ID Number 1020, DOJ Case Numbers 90-11-3-128L and 90-11-3-128M.

14. The amounts paid by the Settling Companies to the EPA Hazardous Superfund shall be deposited by EPA into the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account, to be retained and used to conduct or finance response actions relating to water treatment, including operation and maintenance, as necessary, and other response actions at or in connection with the Bunker Hill Mining and Metallurgical Complex Superfund Site.

Proceeds from the sale of any shares of stock delivered to the EPA Account For Receiving Stock pursuant to Paragraph 6(b) also shall be deposited by EPA into the Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account, to be retained and used to conduct or finance response actions relating to water treatment, including operation and maintenance, as necessary, and other response actions at or in connection with the Bunker Hill Mining and Metallurgical Complex Superfund Site. After completion of response actions at or in connection with the Bunker Hill Mining and Metallurgical Complex Superfund Site, any remaining funds may be transferred by EPA to the EPA Hazardous Substance Superfund.

15. Hecla Mining Company guarantees all payments and deliveries of stock to be made by Hecla Limited pursuant to Paragraphs 6(a) – 6(c), 7(a) – 7(c), 8, 9, and 10. Hecla Mining Company shall immediately assume responsibility for and fulfill any obligation in this Consent Decree of Hecla Limited pursuant to Paragraphs 6(a) – 6(c), 7(a) – 7(c), 8, 9, and 10 to make payments or deliver stock if Hecla Limited fails to do so, including any and all principal payments, interest, and penalties or additional payments required by Section IX below.

16. Hecla Limited shall secure the full amounts of the payments required in Paragraphs 6(d)-6(f) and 7(d)-7(f), excluding interest, with third-party performance guarantee(s) in the form(s) attached hereto in Appendix H-1 (EPA) or Appendix H-2 (Trustees), or in one consolidated form designating both EPA and the Trustees. Within 30 days after the Effective Date of this Consent Decree, Hecla Limited shall execute or otherwise finalize all instruments or other documents required in order to make the performance guarantees in Appendix H legally binding, and such performance guarantees shall thereupon be fully effective. Within 45 days of the Effective Date of this Consent Decree, Hecla Limited shall submit to Plaintiffs copies of all executed and/or otherwise finalized instruments or other documents required in order to make the performance guarantees legally binding in accordance with Section XXIII (Notices and Submissions).

17. Hecla Limited shall have the right to decrease the dollar amount of a relevant performance guarantee pursuant to Paragraph 16 by the amounts of any payments made by Hecla Limited pursuant to Paragraphs 6(f) and 7(f) against the guaranteed obligation. When any payment required to be made pursuant to Paragraphs 6(d)-6(f) and 7(d)-7(f) has been made, Hecla Limited may adjust or discontinue the relevant performance guarantee.

18. In the event that the United States or any Settling Company becomes aware of information indicating that any performance guarantee in Appendix H is no longer fully effective or is otherwise not materially in compliance with the terms of this Consent Decree, Hecla Limited, within ninety (90) days of receipt of notice from the United States, or, as the case may be, within ninety (90) days of the Settling Company becoming aware of such information, shall obtain a revised or alternative form of performance guarantee that is equivalent to the form of the guarantee set forth in either Appendix H-1 (EPA) or Appendix H-2 (Trustees).

19. In the event that the initial guarantee required by Paragraph 16 or the replacement guarantee required by Paragraph 18 is not provided as specified and within the time periods required by those Paragraphs, all payments remaining to be made by Hecla Limited pursuant to this Consent Decree shall be accelerated and shall become fully due and payable fifteen (15) days after such event.

20. All payments for natural resource damages will be spent according to the provisions of CERCLA Sections 107(f) and 111(i).

21. A minimum of \$10,000,000 from the above payments for natural resource damages will be used for restoration of Lake Coeur d'Alene. In addition, use of these funds will be guided by the existing Memorandum of Understanding between the federal trustees and the Tribe, as well as future agreements that may be reached among all the Trustees.

22. This Consent Decree is based on Settling Companies' limited ability to pay. The Parties stipulate for the limited purposes specified herein that but for Settling Companies' limited ability to pay, Settling Companies' potential liability to Plaintiffs for the Site could be substantially higher than \$263,400,000. Therefore, in the event that any Settling Company files or becomes subject to a petition for relief under the Bankruptcy Code, Plaintiffs may assert, notwithstanding any other provision of the Consent Decree, a claim for the full amount of that Settling Company's potential liability. Settling Companies reserve the right to oppose the claim on any ground other than that the amount of their liability is limited by the terms of this Consent Decree. The provisions of the Bankruptcy Code and applicable nonbankruptcy law shall then govern Plaintiffs' and Settling Companies' rights. This paragraph shall be null and void when the payments to be made under Paragraphs 6(a)-6(c), 7(a)-7(c), and 8-10 have been made.

VII. EXCESS RECOVERIES UNDER INSURANCE POLICIES

23. Settling Companies, in their sole discretion, may by settlement or litigation seek to recover funds from insurers based on a duty to indemnify pursuant to the insurance policies identified in the Insurance Information in Appendix D. If Settling Companies receive any such insurance proceeds in excess of the aggregate amount of \$3,100,000.00, Settling Companies shall pay to Plaintiffs 50% of the any amounts exceeding \$3,100,000.00, as follows:

a. Within 30 days of receiving funds such that the aggregate amount of all recoveries from the insurance policies identified in the Insurance Information exceeds \$3,100,000, Settling Companies shall pay 37.5% of the amount of funds received that exceeds \$3,100,000.00 in the aggregate to the “Bunker Hill Mining and Metallurgical Complex Superfund Site Special Account.”

b. Within 30 days of receiving funds such that the aggregate amount of all recoveries from the insurance policies identified in the Insurance Information exceeds \$3,100,000, Settling Companies shall pay 12.5% of the amount of funds received that exceeds \$3,100,000.00 in the aggregate to the “Coeur d’Alene Basin Natural Resource Trustee Account.”

VIII. CESSATION OF DISCHARGES FROM LUCKY FRIDAY TAILINGS POND 1

24. Beginning on the Effective Date, Settling Companies shall cease any and all discharges of pollutants pursuant to NPDES permit No. ID-000017-5 from the tailings pond identified by EPA as the Lucky Friday Tailings Pond No. 3 MUL020, but which Appendix I refers to as “Pond #1.” The prohibition on the discharges referenced in this Paragraph shall not preclude utilization of Outfall 001 (as identified in NPDES permit No. ID-000017-5) for discharges not from Tailings Pond No. 1. Outfall 001 is located proximate to but not within Tailings Pond No. 1.

25. No later than December 15, 2013, Settling Companies shall complete closure of Tailings Pond No. 1 pursuant to all applicable legal requirements, including the requirements of the Idaho Department of Water Resources. Proper completion of closure of Tailings Pond No. 1 shall not be a basis for exercising the reservations of rights in Paragraphs 32(j), 37(i), and 42(i) (precluding EPA’s work plan).

IX. FAILURE TO COMPLY WITH CONSENT DECREE

26. Interest on Payments. Interest will accrue on any unpaid amounts until the total amount due has been received if Hecla Limited or Hecla Mining Company, as guarantor, if applicable, fail to make any payment required by Paragraphs 6 - 10 by the required due date.

27. Stipulated Penalties or Additional Payments.

a. If any amounts due under Paragraphs 6 – 10, 19, and 23 are not paid by the required date, Settling Companies shall be in violation of this Consent Decree and Hecla Limited or Hecla Mining Company, as guarantor, if applicable, shall pay, in addition to the Interest required by Paragraph 26, a stipulated penalty or additional payment in the amount of one-half of one percent (.5%) of the amount of each payment that is late for each day late. Stipulated penalties or additional payments shall be due to each Plaintiff in proportion to that Plaintiff’s percentage share of payments due it under Section VI. The portion of any stipulated penalty for payments relating to Paragraphs 6, 8, or 19 owed to EPA shall be paid as set forth below. The portion of any additional payment for payments relating to Paragraphs 7, 9, 10, or 19 owed to the Trustees shall be paid as set forth below.

b. If Settling Companies do not comply with Sections VIII (Cessation of Discharges from Lucky Friday Tailings Pond 3), XVII (Notice to Successors), XIX (Access to Information), XVIII (Access and Institutional Controls), and those requirements of the Protocol not subject to the Protocol’s stipulated penalty provisions, Settling Companies shall be in violation of this Consent Decree and Hecla Limited shall pay to EPA pursuant to sub-paragraph (c) or the Trustees pursuant to sub-paragraph (d), as applicable, as a stipulated penalty or additional payment, per violation per day of such noncompliance, as follows:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$750.00	1 st through 14 th day
\$1,750.00	15 th through 30 th day
\$3,000.00	31 st day and beyond

c. Stipulated penalties owed to EPA are due and payable within thirty (30) days after the date of the written demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as “stipulated penalties” and shall be made by FedWire Electronic Funds Transfer to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045
Field Tag 4200 of the FedWire message should read “D 68010727
Environmental Protection Agency”

and shall reference the CDCS Number, Site/Spill ID Number 1020, and DOJ Case Number 90-11-3-128L.

d. Additional payments owed to the Trustees shall be to provide additional compensation for injuries to natural resources that are not otherwise addressed by this ability-to-pay settlement. Additional payments owed to the Trustees are due and payable within thirty (30) days after the date of the written demand for payment of the additional payments by the Trustees. All payments to the Trustees under this Paragraph shall be identified as “additional payments” and shall be made to the Coeur d’Alene Basin Natural Resource Trustee Account and shall reference DOJ Case Number 90-11-3-128M.

e. At the time of payment, Hecla Limited or Hecla Mining Company, as guarantor, if applicable, shall send notice that payment has been made to Plaintiffs in accordance with Section XXIII (Notices and Submissions), and (for payments due to EPA only) to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

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

Such notice shall reference the CDCS Number, Site/Spill ID Number 1020, and DOJ Case Number 90-11-3-128L.

f. Penalties and additional payments shall accrue as provided in this Paragraph regardless of whether any Plaintiff has notified Settling Companies of the violation or made a demand for payment, but need only be paid upon demand. All penalties and additional payments shall begin to accrue on the day after payment is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or

completion of the activity. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties or additional payments for separate violations of this Consent Decree.

28. If one or more Plaintiffs bring an action to enforce this Consent Decree, Hecla Limited or Hecla Mining Company shall reimburse such Plaintiffs for all reasonable costs of such action, including but not limited to costs of attorney time.

29. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Companies' failure to comply with the requirements of this Consent Decree. However, stipulated penalties and additional payments shall not accrue: (1) with respect to a decision by the Director of the Office of Environmental Cleanup, EPA Region 10, under Paragraph 83(b) or 84(a) of Section XXII (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that the Settling Companies' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; and (2) with respect to judicial review by this Court of any dispute under Section XXII (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute.

30. Notwithstanding any other provision of this Section, any Plaintiff may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties or additional payments that have accrued to it pursuant to this Consent Decree. Payment of stipulated penalties or additional payments shall not excuse Hecla Limited or Hecla Mining Company, as guarantor, if applicable, from payment as required by Section VI or from performance of any other requirements of this Consent Decree.

**X. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS BY
THE UNITED STATES**

31. United States' Covenant Not to Sue. Except as specifically provided in Paragraphs 32-35 (Reservations of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Companies regarding the Site pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), Section 7003 of RCRA, 42 U.S.C. § 6973, and Sections 309, 311 and 504 of the CWA, 33 U.S.C. § 1319, 1321 and 1364. With respect to present and future liability, these covenants shall take effect upon receipt of all of the payments

and/or deliveries of stock required by Paragraphs 6(a)-6(c), 7(a)-7(c), 8, 9, and 10 (Payments, Deliveries, and Guarantees). These covenants not to sue are conditioned upon the satisfactory performance by Settling Companies of their obligations under this Consent Decree, including but not limited to payment of all amounts due under Paragraphs 6 - 10 (Payments, Deliveries, and Guarantees) and any Interest, stipulated penalties, or additional payments due thereon under Section IX (Failure to Comply with Consent Decree). These covenants not to sue are also conditioned upon the veracity of the Financial Information (except as to Forward-Looking Information) and the Insurance Information provided by Settling Companies and the financial, insurance, and indemnity certification made by Settling Companies in Paragraph 79. If the Financial Information (except as to Forward-Looking Information) or the Insurance Information provided by Settling Companies, or the financial, insurance, or indemnity certification made by Settling Companies in Paragraph 79, is subsequently determined by the United States, following consultation with the State and the Tribe, to be (subject to dispute resolution in accordance with Section XXII) knowingly false or in any material respect inaccurate, in each case as of the date such Financial Information was provided by the Settling Companies, then Settling Companies shall forfeit all payments made pursuant to this Consent Decree and these covenants not to sue and the contribution protection in Paragraph 53 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Companies' materially inaccurate information. However, such payments will be credited against any Settling Company's CERCLA liability at the Site. These covenants not to sue extend only to Settling Companies and do not extend to any other person.

32. Reservations of Rights By United States. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Companies with respect to all matters not expressly included within the Covenants Not to Sue by United States in Paragraph 31. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Companies with respect to the Site for:

- a. liability for failure of Settling Companies to meet a requirement of this Consent Decree;
- b. criminal liability;

- c. liability for violations of federal law by Settling Companies which occur after the Lodging Date;
- d. liability based on releases of Waste Materials after the Lodging Date from Settling Companies' Active Operations;
- e. liability based on releases of Waste Materials after the Lodging Date from Settling Companies' Exploration Operations, but excluding liability for releases of Waste Materials (i) present at the Site prior to or as of the Lodging Date, and (ii) if such releases were not caused by Settling Companies' Exploration Operations;
- f. liability, based on Settling Companies' ownership of real property within the Site when such ownership commences after the Lodging Date, up to but not exceeding the increase in fair market value of the property as a result of response actions conducted on the property after Settling Companies' ownership of the property commenced, but excluding liability for property transferred from one Settling Company to another, where the property has been continuously and exclusively owned by one or more Settling Companies on and after the Lodging Date;
- g. liability based on any Settling Companies' transportation, treatment, storage, discharge, or disposal, or the arrangement for the transportation, treatment, storage, discharge, release, or disposal of a Waste Material at or in connection with the Site, after the Lodging Date; provided that a re-release of Waste Materials present at the Site prior to or as of the Lodging Date not caused by Settling Companies is not included within this reservation of rights;
- h. liability based on releases of Waste Materials after the Lodging Date from Star Tailings Ponds 5 and 6;
- i. liability based on releases of Waste Materials from adits, portals, tunnels, or shafts where Settling Companies conduct Active Operations after the Lodging Date, regardless of whether the Waste Materials relate to activities conducted prior to the Lodging Date or after the Lodging Date;
- j. with respect to any property currently owned by Settling Companies that is inactive as of the Lodging Date but that is subsequently redeveloped for Exploration Operations or Active Operations (including but not limited to the Hecla-Star Complex), liability

based on the presence of Waste Materials at the subject property prior to the Lodging Date to the extent the Settling Companies' Exploration Operations or Active Operations preclude EPA from responding to releases from such Waste Materials pursuant to EPA's work plan for the property;

k. liability for unpermitted discharges or disposition of Waste Materials in connection with or resulting from Active Operations or Exploration Operations where the discharge or disposition requires a permit under the CWA, regardless of whether the Waste Materials relate to activities conducted prior to the Lodging Date or after the Lodging Date;

l. liability for violations of permit conditions in Site-related permits issued under the CWA to any Settling Company in connection with Active Operations or Exploration Operations, including violations of Site-related permit conditions by Settling Companies occurring prior to the Lodging Date, regardless of whether the violations of permit conditions relate to activities conducted prior to the Lodging Date or after the Lodging Date;

m. liability under the CWA or RCRA for imminent and substantial endangerment in connection with Settling Companies' Active Operations or Exploration Operations conducted after the Lodging Date; and

n. liability arising from the past, present, or future disposal, release or threat of release of a Waste Material outside of the Site.

33. Nothing in this Consent Decree shall be interpreted to limit or diminish Settling Companies' obligations to obtain and comply with any necessary permits, including, but not limited to, under the CWA, for Active Operations or Exploration Operations that Settling Companies conduct after the Lodging Date. Nothing in this Consent Decree shall affect whether Waste Materials present at the Site prior to the Lodging Date are subject to any permit requirements after the Lodging Date.

34. Nothing in this Consent Decree shall be interpreted to limit or diminish the United States' authority to establish, modify, or enforce permit conditions or discharge limitations in permits issued to Settling Companies, including permits issued before and after the Lodging Date.

35. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in

this Consent Decree, if the Financial Information (except as to Forward-Looking Information) or the Insurance Information provided by Settling Companies, or the financial, insurance, or indemnity certification made by Settling Companies in Paragraph 79, is subsequently determined by the United States, following consultation with the State and the Tribe, to be (subject to dispute resolution in accordance with Section XXII) knowingly false or in any material respect inaccurate, in each case as of the date such Financial Information was provided by the Settling Companies.

XI. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS BY THE TRIBE

36. Tribe's Covenant Not to Sue. Except as specifically provided in Paragraphs 37-40 (Reservations of Rights by Tribe), the Tribe covenants not to sue or to take administrative action against Settling Companies regarding the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Section 7002 of RCRA, 42 USC § 6972, and Sections 309, 311 and 505 of the CWA, 33 U.S.C. §§ 1319, 1321 and 1365, and pursuant to any applicable law of the Tribe concerning natural resource damages or response actions or costs. With respect to present and future liability, these covenants shall take effect upon receipt of all of the payments and/or deliveries of stock required by Paragraphs 6(a)-6(c), 7(a)-7(c), 8, 9, and 10 (Payments, Deliveries, and Guarantees). These covenants not to sue are conditioned upon the satisfactory performance by Settling Companies of their obligations under this Consent Decree, including but not limited to payment of all amounts due under Paragraphs 6 - 10 (Payments, Deliveries, and Guarantees) and any Interest, stipulated penalties, or additional payments due thereon under Section IX (Failure to Comply with Consent Decree). These covenants not to sue are also conditioned upon the veracity of the Financial Information (except as to Forward-Looking Information) and the Insurance Information provided by Settling Companies and the financial, insurance, and indemnity certification made by Settling Companies in Paragraph 79. If the Financial Information (except as to Forward-Looking Information) or the Insurance Information provided by Settling Companies, or the financial, insurance, or indemnity certification made by Settling Companies in Paragraph 79, is subsequently determined by the United States, following consultation with the State and the Tribe, to be (subject to dispute resolution in accordance with Section XXII) knowingly false or in any material respect inaccurate, in each case as of the date such Financial

Information was provided by the Settling Companies, then Settling Companies shall forfeit all payments made pursuant to this Consent Decree and these covenants not to sue and the contribution protection in Paragraph 53 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the Tribe's right to pursue any other causes of action arising from Settling Companies' materially inaccurate information. However, such payments will be credited against any Settling Company's CERCLA liability at the Site. These covenants not to sue extend only to Settling Companies and do not extend to any other person.

37. Reservations of Rights By Tribe. The Tribe reserves, and this Consent Decree is without prejudice to, all rights against Settling Companies with respect to all matters not expressly included within the Covenants Not to Sue by Tribe in Paragraph 36. Nothing in this Consent Decree (including the Protocol in Appendix B) shall be construed to enlarge, diminish, or be deemed an admission by Settling Companies of the Tribe's jurisdiction or legal authority under applicable law. Notwithstanding any other provision of this Consent Decree, the Tribe reserves all rights it may have under applicable law against Settling Companies with respect to the Site for:

- a. liability for failure of Settling Companies to meet a requirement of this Consent Decree;
- b. liability for violations of applicable law by Settling Companies which occur after the Lodging Date;
- c. liability based on releases of Waste Materials after the Lodging Date from Settling Companies' Active Operations;
- d. liability based on releases of Waste Materials after the Lodging Date from Settling Companies' Exploration Operations, but excluding liability for releases of Waste Materials (i) present at the Site prior to or as of the Lodging Date, and (ii) if such releases were not caused by Settling Companies' Exploration Operations;
- e. liability, based on Settling Companies' ownership of real property within the Site when such ownership commences after the Lodging Date, up to but not exceeding the increase in fair market value of the property as a result of response actions conducted on the property after Settling Companies' ownership of the property commenced, but excluding

liability for property transferred from one Settling Company to another, where the property has been continuously and exclusively owned by one or more Settling Companies on and after the Lodging Date;

f. liability based on any Settling Companies' transportation, treatment, storage, discharge, or disposal, or the arrangement for the transportation, treatment, storage, discharge, release, or disposal of a Waste Material at or in connection with the Site, after the Lodging Date; provided that a re-release of Waste Materials present at the Site prior to or as of the Lodging Date not caused by Settling Companies is not included within this reservation of rights;

g. liability based on releases of Waste Materials after the Lodging Date from Star Tailings Ponds 5 and 6;

h. liability based on releases of Waste Materials from adits, portals, tunnels, or shafts where Settling Companies conduct Active Operations after the Lodging Date, regardless of whether the Waste Materials relate to activities conducted prior to the Lodging Date or after the Lodging Date;

i. with respect to any property currently owned by Settling Companies that is inactive as of the Lodging Date but that is subsequently redeveloped for Exploration Operations or Active Operations (including but not limited to the Hecla-Star Complex), liability based on the presence of Waste Materials at the subject property prior to the Lodging Date to the extent the Settling Companies' Exploration Operations or Active Operations preclude EPA from responding to releases from such Waste Materials pursuant to EPA's work plan for the property;

j. liability for unpermitted discharges or disposition of Waste Materials in connection with or resulting from Active Operations or Exploration Operations where the discharge or disposition requires a permit under the CWA, regardless of whether the Waste Materials relate to activities conducted prior to the Lodging Date or after the Lodging Date;

k. liability for violations of permit conditions in Site-related permits issued under the CWA to any Settling Company in connection with Active Operations or Exploration Operations, including violations of Site-related permit conditions by Settling Companies occurring prior to the

Lodging Date, regardless of whether the violations of permit conditions relate to activities conducted prior to the Lodging Date or after the Lodging Date;

l. liability under the CWA or RCRA for imminent and substantial endangerment in connection with Settling Companies' Active Operations or Exploration Operations conducted after the Lodging Date; and

m. liability arising from the past, present, or future disposal, release or threat of release of a Waste Material outside of the Site.

38. Nothing in this Consent Decree shall be interpreted to limit or diminish Settling Companies' obligations to obtain and comply with any necessary permits, including, but not limited to, under the CWA, for Active Operations or Exploration Operations that Settling Companies conduct after the Lodging Date. Nothing in this Consent Decree shall affect whether Waste Materials present at the Site prior to the Lodging Date are subject to any permit requirements after the Lodging Date.

39. Nothing in this Consent Decree (including the Protocol) shall be interpreted to enlarge or diminish, or be deemed an admission by Settling Companies of any jurisdiction or legal authority the Tribe may have under applicable laws to establish, modify, or enforce permit conditions or discharge limitations in permits issued to Settling Companies, including permits issued before and after the Lodging Date.

40. Notwithstanding any other provision of this Consent Decree, the Tribe reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information (except as to Forward-Looking Information) or the Insurance Information provided by Settling Companies, or the financial, insurance, or indemnity certification made by Settling Companies in Paragraph 79, is subsequently determined by the United States, following consultation with the State and the Tribe, to be (subject to dispute resolution in accordance with Section XXII) knowingly false or in any material respect inaccurate, in each case as of the date such Financial Information was provided by the Settling Companies.

**XII. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS BY
THE STATE**

41. State's Covenant Not to Sue. Except as specifically provided in Paragraphs 42-45 (Reservations of Rights by State), the State covenants not to sue or to take administrative action against Settling Companies regarding the Site pursuant to Section 107(a) of CERCLA, (42 U.S.C. § 9607(a)), RCRA Section 7002, (42 U.S.C. § 6972), Sections 311 and 505 of the CWA, (33 U.S.C. §§ 1321 and 1365), Idaho Code section 39-108 and Idaho Code section 39-4413, and to the extent otherwise authorized by law, it being the intent of this Consent Decree to have the effect of a Consent Order pursuant to Idaho Code section 39-108(3)(a)(iv) and Idaho Code section 39-4413(A)(1)(d). With respect to present and future liability, these covenants shall take effect upon receipt of all of the payments and/or deliveries of stock required by Paragraphs 6(a)-6(c), 7(a)-7(c), 8, 9, and 10 (Payments, Deliveries, and Guarantees). These covenants not to sue are conditioned upon the satisfactory performance by Settling Companies of their obligations under this Consent Decree, including but not limited to payment of all amounts due under Paragraphs 6 - 10 (Payments, Deliveries, and Guarantees) and any Interest, stipulated penalties, or additional payments due thereon under Section IX (Failure to Comply with Consent Decree). These covenants not to sue are also conditioned upon the veracity of the Financial Information (except as to Forward-Looking Information) and the Insurance Information provided by Settling Companies and the financial, insurance, and indemnity certification made by Settling Companies in Paragraph 79. If the Financial Information (except as to Forward-Looking Information) or the Insurance Information provided by Settling Companies, or the financial, insurance, or indemnity certification made by Settling Companies in Paragraph 79, is subsequently determined by the United States, following consultation with the State and the Tribe, to be (subject to dispute resolution in accordance with Section XXII) knowingly false or in any material respect inaccurate, in each case as of the date such Financial Information was provided by the Settling Companies, then Settling Companies shall forfeit all payments made pursuant to this Consent Decree and these covenants not to sue and the contribution protection in Paragraph 53 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the State's right to pursue any other causes of action arising from Settling Companies' materially inaccurate information. However, such payments will be credited against any Settling Company's CERCLA liability

at the Site. These covenants not to sue extend only to Settling Companies and do not extend to any other person.

42. Reservations of Rights By State. The State reserves, and this Consent Decree is without prejudice to, all rights against Settling Companies with respect to all matters not expressly included within the Covenants Not to Sue by State in Paragraph 41.

Notwithstanding any other provision of this Consent Decree, the State reserves all rights against Settling Companies with respect to: liability for failure of Settling Companies to meet a requirement of this Consent Decree;

- a. liability for failure of Settling Companies to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for violations of law by Settling Companies which occur after the Lodging Date;
- d. liability based on releases of Waste Materials after the Lodging Date from Settling Companies' Active Operations;
- e. liability based on releases of Waste Materials after the Lodging Date from Settling Companies' Exploration Operations, but excluding liability for releases of Waste Materials (i) present at the Site prior to or as of the Lodging Date, and (ii) if such releases were not caused by Settling Companies' Exploration Operations;
- f. liability based on any Settling Companies' transportation, treatment, storage, discharge, or disposal, or the arrangement for the transportation, treatment, storage, discharge, release, or disposal of a Waste Material at or in connection with the Site, after the Lodging Date; provided that a re-release of Waste Materials present at the Site prior to or as of the Lodging Date not caused by Settling Companies is not included within this reservation of rights;
- g. liability based on releases of Waste Materials after the Lodging Date from Star Tailings Ponds 5 and 6;
- h. liability based on releases of Waste Materials from adits, portals, tunnels, or shafts where Settling Companies conduct Active Operations after the Lodging Date,

regardless of whether the Waste Materials relate to activities conducted prior to the Lodging Date or after the Lodging Date;

i. with respect to any property currently owned by Settling Companies that is inactive as of the Lodging Date but that is subsequently redeveloped for Exploration Operations or Active Operations (including but not limited to the Hecla-Star Complex), liability based on the presence of Waste Materials at the subject property prior to the Lodging Date to the extent the Settling Companies' Exploration Operations or Active Operations preclude EPA from responding to releases from such Waste Materials pursuant to EPA's work plan for the property;

j. liability under the CWA or RCRA for imminent and substantial endangerment in connection with Settling Companies' Active Operations or Exploration Operations conducted after the Lodging Date; and

k. liability arising from the past, present, or future disposal, release or threat of release of a Waste Material outside of the Site.

43. Nothing in this Consent Decree shall be interpreted to limit or diminish Settling Companies' obligations to obtain and comply with any necessary permits for Active Operations or Exploration Operations that Settling Companies conduct after the Lodging Date. Nothing in this Consent Decree shall affect whether Waste Materials present at the Site prior to the Lodging Date are subject to any permit requirements after the Lodging Date.

44. Nothing in this Consent Decree shall be interpreted to limit or diminish the State's authority to establish, modify, or enforce permit conditions in permits issued to Settling Companies, including permits issued before and after the Lodging Date.

45. Notwithstanding any other provision of this Consent Decree, the State reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information (except as to Forward-Looking Information) or the Insurance Information provided by Settling Companies, or the financial, insurance, or indemnity certification made by Settling Companies in Paragraph 79, is subsequently determined by the United States, following consultation with the State and the Tribe, to be (subject to dispute resolution in accordance with Section

XXII) knowingly false or in any material respect inaccurate, in each case as of the date such Financial Information was provided by the Settling Companies.

XIII. COVENANTS NOT TO SUE BY SETTling COMPANIES

46. Settling Companies covenant not to sue and agree not to assert any claims or causes of action against the United States, the Tribe, or the State, or their contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tribal Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States, the Tribe, or the State pursuant to Sections 107(a) and 113 of CERCLA, 42 U.S.C. §§ 9607(a) and 9613, Section 7002 of RCRA, 42 U.S.C. §§ 6972, and Section 505 of the CWA, 33 U.S.C. § 1365, tribal law, or state law, relating to the Site.

47. Except as provided in Paragraph 49 (Claims against other PRPs) and Paragraph 55 (Res Judicata and other Defenses), these covenants not to sue shall not apply in the event the United States, the Tribe, or the State brings a cause of action or issues an order pursuant to any of the reservations set forth in Paragraph 32 (Reservations of Rights by United States), Paragraph 37 (Reservations of Rights by Tribe), or Paragraph 42 (Reservations of Rights by State), other than in Paragraphs 32(a), 37(a), and 42(a) (claims for failure to meet a requirement of the Consent Decree), Paragraphs 32(b) and 42(b) (criminal liability), Paragraphs 32(c), 37(b), and 42(c) (violation of law), Paragraphs 32(f) and 37(e) (after-acquired property), Paragraphs 32(j), 37(i), and 42(i) (precluding EPA's work plan), Paragraphs 32(k) and 37(j) (claims for unpermitted discharges), Paragraphs 32(l) and 37(k) (claims for violations of permit conditions), or Paragraphs 32(m), 37(l), and 42(j) (imminent and substantial endangerment), but only to the extent that: (i) Settling Companies' claims arise from the same response action, response costs, or damage claim that the United States, the Tribe,

or the State is seeking pursuant to the applicable reservation; and (ii) the facts in support of the Settling Companies' claims occur after the Lodging Date. Settling Companies' covenants not to sue in this Section do not bar Settling Companies from seeking to intervene as a defendant in an action brought by a Plaintiff against another Plaintiff pursuant to Paragraph 51; provided, however, that in such an action Settling Companies may not assert against a Plaintiff any claim that is barred by Settling Companies' covenants not to sue in this Section.

48. Nothing in this Consent Decree shall be deemed to constitute approval or 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).

49. Settling Companies agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA and Section 311 of the CWA) arising prior to the Lodging Date that they may have with respect to response costs and natural resource damages at the Site against any other person who, or entity which, is a potentially responsible party under CERCLA, RCRA, the CWA, tribal law, or state law at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Company may have against such person or entity, if such person or entity asserts a claim or cause of action relating to the Site against a Settling Company.

XIV. COVENANTS NOT TO SUE AMONG PLAINTIFFS

50. Except as specifically provided in Paragraph 51 (Reservations of Rights by Plaintiffs), Plaintiffs covenant not to sue and agree not to assert any claims or causes of action against each other, or their contractors or employees, with respect to Waste Materials present at the Site prior to the Lodging Date, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tribal Constitution, the State Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against each other pursuant to Sections 106, 107(a), and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607(a), and 9613, Sections 3008, 7002, and 7003 of RCRA, 42 U.S.C. §§ 6928, 6972, and 6973, and Sections 309, 311, 504, and 505 of the CWA, 33 U.S.C. §§ 1319, 1321, 1364, and 1365, tribal law, or state law.

51. Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against each other with respect to all matters not expressly included within the Covenants Not to Sue Among Plaintiffs in Paragraph 50. Notwithstanding any other provision of this Consent Decree, the Plaintiffs reserve all rights against each other with respect to the Site for: (i) liability for violations of applicable law which occur after the Lodging Date, and (ii) judicial review under federal, state, or Tribal law, including the CWA, RCRA, CERCLA, and their state law and Tribal law counterparts, of actions taken, delayed, or not taken after the Lodging Date, and which pertain to water quality or Waste Materials (including Waste Materials present at the Site prior to the Lodging Date and Waste Materials present at the Site after the Lodging Date) in the Site. This includes, but is not limited to, judicial review of the issuance or denial of permits, the promulgation of regulations or standards, cleanup decisions, and claims for failure to perform nondiscretionary duties. A prevailing Plaintiff may seek remand, vacatur, or any other relief that may be obtained by a party prevailing on a claim included in this reservation of rights. This reservation of rights does not include: (i) any claims for monetary relief regarding Waste Materials present at the Site prior to the Lodging Date, other than claims for fees and costs where a Plaintiff prevails on a claim included in this reservation of rights; or (ii) any claims, other than for violations of applicable law which occur after the Lodging Date, that any Plaintiff caused, contributed to, or is otherwise liable for any releases, handling, storage, treatment, transportation, or disposal of any Waste Materials present at the Site prior to the Lodging Date.

XV. EFFECT OF SETTLEMENT/CONTRIBUTION

52. Except as provided in Paragraph 49 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 49 (claims against other PRPs), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which it may have with respect to any matter, transaction, or occurrence relating in any way

to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, the Tribe, or the State, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) - (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

53. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Companies are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are claims for natural resource damages and all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the Tribe, the State, or any other person; provided, however, that if the United States, the Tribe, or the State exercise rights under the reservations in Paragraph 32 (Reservations of Rights by United States), Paragraph 37 (Reservations of Rights by Tribe), or Paragraph 42 (Reservations of Rights by State), other than in Paragraphs 32(a), 37(a), and 42(a) (claims for failure to meet a requirement of the Consent Decree), Paragraphs 32(b) and 42(b) (criminal liability), Paragraphs 32(c), 37(b), and 42(c) (violation of law), Paragraphs 32(f) and 37(e) (after-acquired property), Paragraphs 32(j), 37(i), and 42(i) (precluding EPA’s work plan), Paragraphs 32(k) and 37(j) (claims for unpermitted discharges), Paragraphs 32(l) and 37(k) (claims for violations of permit conditions), or Paragraphs 32(m), 37(l), and 42(j) (imminent and substantial endangerment), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions or natural resource damages that are within the scope of the exercised reservation.

54. Settling Companies shall, with respect to any suit or claim brought by them for matters related to this Consent Decree, notify the United States, the Tribe, and the State in writing no later than 60 days prior to the initiation of such suit or claim. Settling Companies also shall, with respect to any suit or claim brought against them by a person other than a Plaintiff for matters related to this Consent Decree, notify the United States, the Tribe, and the State in

writing within ten days of service of the complaint or claim upon them. In addition, Settling Companies shall notify the United States, the Tribe, and the State within ten days of service or receipt of any Motion for Summary Judgment, and within ten days of receipt of any order from a court setting for trial a case subject to this Paragraph.

55. In any subsequent administrative or judicial proceeding initiated by the United States, the Tribe, or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Companies shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States, the Tribe, or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants Not to Sue set forth in Sections X, XI, and XII.

XVI. EFFECT UPON PRIOR SETTLEMENTS AND AGREEMENTS

56. It is understood and agreed by the remaining parties to the Box Consent Decree that this Consent Decree fully addresses, resolves and satisfies any remaining obligations of the Settling Companies (i) under the Box Consent Decree, and (ii) under any other CERCLA order or CERCLA-related agreement relating to the Site that pertains to the Settling Companies. The remaining parties to the Box Consent Decree shall, within thirty (30) days of the Effective Date, prepare and file a stipulation dismissing Hecla Limited from the Box Consent Decree. The governmental parties to the Box Consent Decree will request the Court to retain jurisdiction over the Box Consent Decree due to the continuing nature of the Institutional Controls Program (ICP) as an integral part of the remedy in the Box.

57. It is understood and agreed by the Parties to this Consent Decree that nothing in this Consent Decree shall be modified by or otherwise subject to any claim of offset or credit arising from or related to that certain Credit And Tolling Agreement entered by and between the State of Idaho and Hecla Mining Company on March 22, 1996, it being the express intent that this Consent Decree be the exclusive statement of terms and conditions associated with resolution of the State's claims against Hecla.

XVII. NOTICE TO SUCCESSORS-IN-TITLE AND TRANSFERS OF REAL PROPERTY

58. For any real property owned or controlled by Settling Companies located at the Site, except for Federal Lands, Settling Companies shall, within 30 days after the Effective Date, record with the appropriate land records office a notice attached hereto as Appendix J that provides a description of such real property and provides notice to all successors-in-title that the real property is part of the Site, that EPA has selected or may in the future select a response action for the real property in question, and that potentially responsible parties have entered into this Consent Decree containing access and related provisions that contemplate the implementation of response actions at the Site. The notice shall describe the land use restrictions set forth in Paragraph 63(b). Such notice(s) shall identify the U.S. District Court in which the Consent Decree was filed. Settling Companies shall provide EPA, the Tribe, and the State with a certified copy of the recorded notice(s) within ten days of recording such notice(s).

59. Settling Companies shall, at least 60 days prior to any Transfer of any real property located at the Site to any other person or entity, give written notice: (a) to the transferee regarding the Consent Decree and any Proprietary Controls regarding the real property; and (b) to EPA, the United States Department of Agriculture, the United States Department of the Interior, the Tribe, and the State regarding the proposed Transfer, including the name and address of the transferee and the date on which the transferee was notified of the Consent Decree and any Proprietary Controls.

60. Any Settling Company may Transfer any real property located at the Site only if: (a) except for Federal Lands, any Proprietary Controls required by Paragraph 63(c) have been recorded with respect to the real property; or (b) Settling Companies have obtained an agreement from the transferee, enforceable by the Settling Company, the State, and the United States, to allow access and restrict land/water use, pursuant to Paragraphs 63(a) and 63(b), and, except for Federal Lands, record any Proprietary Controls on the real property after such Proprietary Controls have been approved in writing by EPA. In the event of any Transfer of real property located at the Site, to the extent the Settling Companies retain an interest in the transferred property, Settling Companies shall continue to comply with their obligations

under the Consent Decree with respect to the transferred property, including, but not limited to, those identified in Section XVIII (Access and Institutional Controls)

61. Prior to a transfer of any Settling Company's interest in a Fractional Interest Property, that Settling Company shall (i) comply with the requirements of Paragraph 59 for that Fractional Interest Property, (ii) comply with the requirements of Paragraph 63(c) for that Fractional Interest Property to the extent allowed by law, and (iii) except for Federal Lands, exercise its best efforts (excluding payment of compensation of other interest holders in the Fractional Interest Property) to obtain consent to record Proprietary Controls from all other interest holders in the property.

62. Any Settling Company that grants a security interest, or pledges or mortgages any real property it owns or controls within the Site shall obtain an agreement from the secured entity or person at the time of such grant that upon foreclosure of the real property any transfer of the title to the real property, including any transfer by operation of law, shall be subject to the Proprietary Controls. Documentation of compliance with this Paragraph shall be provided to EPA by such Settling Company within thirty (30) days of the establishment of such security interest, pledge, or mortgage.

XVIII. ACCESS AND INSTITUTIONAL CONTROLS

63. For those portions of the Site owned or controlled by Settling Companies where access or land/water use restrictions are determined by EPA (after consultation with any Federal Land Management Agency regarding any Federal Lands) to be applicable (subject to dispute resolution pursuant to Section XXII (Dispute Resolution)):

a. Settling Companies shall, commencing on the Effective Date, provide Performing Parties and their representatives, contractors, and subcontractors, with access at all reasonable times and upon reasonable notice (at least 72 hours absent an emergency) to those portions of the Site owned or controlled by Settling Companies to conduct any activity relating to a response action at the Site, including, but not limited to, the following activities, after consultation with any Federal Land Management Agency regarding any Federal Lands:

(1) Monitoring, investigation, removal, remedial or other activities at the Site;

- (2) Verifying any data or information submitted to the United States or the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing response actions at or near the Site;
- (6) Assessing compliance by Settling Companies with this Consent Decree and the activities of any Performing Parties;
- (7) Implementing, monitoring, maintaining, reporting on, and enforcing any Institutional Controls; and
- (8) Constructing, operating, repairing, and maintaining one or more waste repositories at Star Ponds #1 and #2. Settling Companies shall not have any regulatory responsibilities for any such waste repositories, however, any of Settling Companies' regulatory responsibilities for Star Ponds #1 and #2 apart from such waste repositories shall not be affected by this sub-sub Paragraph. Notwithstanding the notice requirement applicable to most of this sub-paragraph, no prior notice to Settling Companies shall be required for access to Star Ponds #1 and #2.

Whenever Performing Parties or their representatives, contractors, or subcontractors exercise their access rights under this sub-Paragraph, the Tribe may accompany those persons for purposes of assessing compliance with this Consent Decree. Nothing in this Consent Decree shall limit or preclude the Tribe, or representatives and companies affiliated with the Tribe, from serving as response action contractors for any Performing Party.

b. Except as provided in the Protocol, commencing on the Lodging Date, Settling Companies shall not use any real property in the Site in any manner that EPA determines, after consultation with any Federal Land Management Agency regarding any Federal Lands, will pose an unacceptable risk to human health and the environment due to exposure of Waste Materials or interfere with or adversely affect the implementation,

integrity or protectiveness of the removal or remedial measures taken or to be performed at the Site. EPA acknowledges that the Settling Companies currently use real property they own or control within the Site, and will continue to use and will likely expand their use of property within the Site for Active Mining Operations and Exploration Activities. EPA believes that the Settling Companies' current Active Mining Operations and Exploration Operations will not interfere with or adversely affect the implementation, integrity or protectiveness of removal or remedial measures taken or to be performed at the Site. If current circumstances change, EPA and the Settling Companies agree to work together pursuant to the Protocol, to formulate and implement a course of action to avoid such interference or adverse effects on the implementation, integrity or protectiveness of removal or remedial measures taken or to be performed at the Site. Except as provided in Section 5.A.(1) of the Protocol, if EPA and the Settling Companies are unable to agree upon a course of action to avoid such interference or adverse effects on the implementation, integrity or protectiveness on removal or remedial measures taken or to be performed at the Site, EPA's determination as to the appropriate course of action shall govern, subject to the Settling Companies' rights to invoke Dispute Resolution under Section XXII of this Consent Decree.

c. Prior to a Settling Company's transfer of any real property interest in the Site, and within forty-five (45) days of receipt of the notice to be provided pursuant to Paragraph 59, EPA, after consultation with the State and any Federal Land Management Agency regarding any Federal Lands, shall review and approve draft Proprietary Controls that will provide the rights and obligations set forth in Paragraphs 63(a) and 63(b). Except for Federal Lands, Settling Companies shall submit such draft Proprietary Controls substantially in the form attached hereto as Appendix A (Environmental Covenant appendix) at the time notice is provided pursuant to Paragraph 59. Except for Federal Lands, upon approval from EPA, such Settling Company shall execute and record the Proprietary Controls in the appropriate land records office during or before the transfer. Any dispute regarding the form of the Proprietary Controls under this sub-Paragraph is subject to the Settling Companies' rights to invoke Dispute Resolution under Section XXII of this Consent Decree.

64. Performing Parties will coordinate their respective use of the right of access provided in Paragraph 63 to ensure that interference with the Settling Companies' use and

enjoyment of its property is minimized to the extent practicable. During such coordination, the Settling Companies may provide the Performing Party(ies) with any written health and safety policies regarding the Settling Companies' property within the Site.

65. If, after consultation with any Federal Land Management Agency regarding any Federal Lands, EPA determines (subject to dispute resolution in accordance with Section XXII) that Institutional Controls in the form of future regulations, ordinances, zoning restrictions, or other governmental controls are applicable to real property in the Site owned or controlled by any Settling Company, then that Settling Company shall provide information requested by EPA with respect to such Institutional Controls and shall not oppose EPA's and the State's efforts to secure compliance with such controls.

66. Except as provided herein, the United States, the State, and the Tribe retain all of their access authorities and rights, as well as all of their rights to require applicable Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XIX. ACCESS TO INFORMATION

67. Settling Companies shall provide to EPA, the State, and the Tribe, upon request, copies of all records, reports, or information (including records, reports, documents and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to the implementation of this Consent Decree or implementation of response actions at the Site and documentation required by the Protocol.

68. Confidential Business Information and Privileged Documents.

a. Settling Companies may assert business confidentiality claims covering part or all of the Records submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, the State, or the Tribe, or if EPA has notified Settling Companies that the Records are not confidential under the standards of Section 104(e)(7) of

CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Settling Companies.

b. Settling Companies may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Companies assert such a privilege in lieu of providing Records, they shall provide EPA, the State, or the Tribe with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to the United States, the State, or the Tribe in redacted form to mask the privileged portion only. Settling Companies shall retain all Records that they claim to be privileged until the United States, the State, or the Tribe has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Companies' favor.

69. Except for records submitted by Settling Companies that are designated as confidential pursuant to Section 2 of the Protocol, no claim of confidentiality or privilege shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other records evidencing conditions at or around the Site that are generated after the Lodging Date.

70. Nothing in this Section is in derogation of the May 29, 2008 Protective Order.

XX. PROTOCOL FOR COORDINATING SETTTLING COMPANIES' MINING OPERATIONS WITH EPA'S REMEDIAL ACTIONS

71. EPA and Settling Companies expect that EPA will be conducting substantial response activities throughout the Site for many years to come and that Settling Companies will be conducting Active Operations and Exploration Operations at certain areas within the Site for many years to come.

72. To better coordinate Settling Companies' Active Operations and Exploration Operations with EPA's response activities, EPA and Settling Companies have agreed upon the Protocol set forth in Appendix B.

73. Except as provided in Sections X, XI and XII (Covenants and Reservations), nothing in this Consent Decree (including the Protocol) alters or diminishes the rights or

authorities of the United States, the State, or the Tribe to evaluate, select, or implement any and all response actions under applicable law, and the United States, the State, and the Tribe retain all authority and reserve all rights to take any and all response actions authorized by law.

74. Nothing in the Protocol in Appendix B enlarges in any fashion the rights of Settling Companies or any other person to obtain judicial review of the United States' or the State's response actions, including, but not limited to, judicial review of the United States' or the State's selection of remedial actions in Records of Decision or the United States' or the State's actions to implement those Records of Decision. In addition, Settling Companies shall not seek judicial review of EPA's selection of any or all response actions proposed in EPA's July 2010 Proposed Plan for the Upper Coeur d'Alene Basin and Box.

75. Nothing in this Consent Decree (including the Protocol) shall be interpreted as exempting the Parties from compliance with any applicable legal obligations, including but not limited to CERCLA, General Mining Law of 1872, 30 U.S.C. Sections 22-54, and the Federal Land Policy and Management Act, 43 U.S.C. section 1701 *et seq.*, and their applicable regulations.

XXI. RETENTION OF RECORDS AND CERTIFICATIONS

76. Until ten (10) years after the entry of this Consent Decree, Settling Companies shall preserve and retain all non-identical copies of Records now in their possession or control, or which come into their possession or control, that relate in any manner to the implementation of this Consent Decree, regardless of any corporate retention policy to the contrary.

77. After the conclusion of the document retention period in the preceding paragraph, Settling Companies shall notify Plaintiffs at least 90 days prior to the destruction of any such Records, and, upon request by a Plaintiff, Settling Companies shall deliver any such Records to Plaintiffs. Settling Companies may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Companies assert such a privilege, they shall provide the Plaintiffs with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a

claim of privilege applies only to a portion of a Record, the Record shall be provided to Plaintiffs in redacted form to mask the privileged portion only. Settling Companies shall retain all Records that it claims to be privileged until the Plaintiffs have had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Companies' favor.

78. Settling Companies certify that, to the best of their knowledge and belief, they have fully complied with any and all EPA and State requests for information regarding the Site and Settling Companies' financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

79. Settling Companies certify that they have:

a. submitted to Plaintiffs Financial Information (excluding Forward-Looking Information) and to the U.S. Securities and Exchange Commission filings for operations in the year 2010 that are accurate in all material respects; and

b. fully disclosed to Plaintiffs, as requested, the insurance policies and other information that is included in the Insurance Information.

XXII. DISPUTE RESOLUTION

80. Except as otherwise provided in the Protocol, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve all disputes regarding this Consent Decree. Except where the Consent Decree expressly provides otherwise, the dispute resolution procedures in this Section apply to disputes arising under provisions of the Consent Decree that expressly reference Section XXII (Dispute Resolution) and disputes that contain no such express reference. However, except as otherwise provided in the Protocol, the procedures set forth in this Section shall not apply to actions by the Plaintiffs to enforce obligations of Settling Companies that have not been disputed in accordance with this Section.

81. Any dispute regarding this Consent Decree shall in the first instance be the subject of informal negotiations between the Parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified

by written agreement of the Parties to the dispute. The dispute shall be considered to have arisen when one Party sends the other Parties a written notice of dispute.

82. Statements of Position.

a. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by those Plaintiffs that are party to the dispute (hereafter in this Section, "Disputing Plaintiffs") shall be considered binding unless, within 15 days after the conclusion of the informal negotiation period, Settling Companies invoke the formal dispute resolution procedures of this Section by serving on the United States, the State, and the Tribe a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by Settling Companies. The Statement of Position shall specify Settling Companies' position as to whether formal dispute resolution should proceed under Paragraph 83 or Paragraph 84.

b. Within 30 days after receipt of Settling Companies' Statement of Position, Disputing Plaintiffs will serve on Settling Companies their Statement(s) of Position (jointly or separately, at their discretion), including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by Disputing Plaintiffs. Disputing Plaintiffs' Statement(s) of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 83 or 84. Within 15 days after receipt of Disputing Plaintiffs' Statement(s) of Position, Settling Companies may submit a Reply.

c. If there is disagreement between Disputing Plaintiffs and Settling Companies as to whether dispute resolution should proceed under Paragraph 83 or 84, the Parties to the dispute shall follow the procedures set forth in the paragraph determined by Disputing Plaintiffs to be applicable. If Disputing Plaintiffs do not agree whether dispute resolution should proceed under Paragraph 83 or 84, the Parties to the dispute shall follow the procedures set forth in the paragraph determined by the United States to be applicable. However, if Settling Companies ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 83 or 84.

83. Record Review. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the selection or adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Companies regarding the validity of any EPA Record of Decision, or amendment thereto, regarding the Site.

a. An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the Parties to the dispute.

b. The Director of the Office of Environmental Cleanup, EPA Region 10, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 83(a). This decision shall be binding upon Settling Companies, subject only to the right to seek judicial review pursuant to Paragraphs 83(c) and 83(d).

c. Any final administrative decision made by EPA pursuant to Paragraph 83(b) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by Settling Companies with the Court and served on all Parties within ten days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The Disputing Plaintiffs may file a response (jointly or separately, at their discretion) to Settling Companies' motion.

d. In proceedings on any dispute governed by this Paragraph, Settling Companies shall have the burden of demonstrating that the decision of the Director of the Office of Environmental Cleanup is arbitrary and capricious or otherwise not in accordance

with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 83(a).

84. Other Disputes. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of law, shall be governed by this Paragraph.

a. Following receipt of Settling Companies' Statement of Position submitted pursuant to Paragraph 82, the Director of the Office of Environmental Cleanup, EPA Region 10, will issue a final decision resolving the dispute. The Office of Environmental Cleanup Director's decision shall be binding on Settling Companies unless, within ten days of receipt of the decision, Settling Companies file with the Court and serve on the Parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of matters affected by the dispute. The Disputing Plaintiffs may file a response (jointly or separately, at their discretion) to Settling Companies' motion.

b. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

85. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of Settling Companies under this Consent Decree, not directly in dispute, unless all Disputing Plaintiffs or the Court agree otherwise. Stipulated penalties or additional payments with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties or additional payments shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Settling Companies do not prevail on the disputed issue, stipulated penalties or additional payments shall be assessed and paid as provided in Section IX (Failure to Comply With Consent Decree).

XXIII. NOTICES AND SUBMISSIONS

86. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided herein, written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, the Tribe, the State, and Settling Companies, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ# 90-11-3-128L and 90-11-3-128M

Chief, Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986
Re: DJ# 90-11-3-1681

and

As to EPA:

Director, Office of Environmental Cleanup
U.S. Environmental Protection Agency, Region 10
1200 Sixth Avenue
Seattle, WA 98101
Attention: Cami Grandinetti, Shawn Blocker,
and Bill Adams

Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 10
1200 Sixth Avenue
Seattle, WA 98101
Attention: Ted Yackulic

As to the Department of Agriculture: Diane Connolly
USDA Office of the General Counsel
740 Simms Street
Golden, CO 80401-4720

Bob Kirkpatrick, P.E.
Deputy Director of Engineering
USDA - Forest Service, Northern Region
200 E. Broadway
Missoula, MT 59807

As to the Department of the Interior: U.S. Fish & Wildlife Service Pacific Region, Regional Office
Kathleen Moynan, DOI Project Manager
911 NE 11th Avenue
Portland, Oregon 97232

With a copy to: Barry Stein
Office of the Regional Solicitor
805 SW Broadway, Suite 600
Portland, Oregon 97205

As to the Tribe: Phillip Cernera, Director
Lake Management Department
Coeur d'Alene Tribe
850 A Street
P.O. Box 408
Plummer, Idaho 83851

Eric Van Orden
Office of Legal Counsel
Coeur d'Alene Tribe
850 A Street
P.O. Box 408
Plummer, Idaho 83851

With a copy to: Howard A. Funke
Howard Funke & Associates, P.C.
424 Sherman Avenue, Suite 308
P.O. Box 969
Coeur d'Alene, Idaho 83816-0969

As to the State: Rob Hanson,
Mine Waste Program Manager
Idaho Department of Environmental Quality
1410 N. Hilton
Boise, Idaho 83706

As to Settling Companies: Hecla Mining Company
Attn: General Counsel
6500 N. Mineral Dr., Suite 200
Coeur d'Alene, ID 83815-9408

With a copy to: Elizabeth H. Temkin
Temkin Wielga & Hardt LLP
1900 Wazee Street, Suite 303
Denver, CO 80202

XXIV. RETENTION OF JURISDICTION

87. This Court retains jurisdiction over both the subject matter of this Consent Decree and Settling Companies for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XXII (Dispute Resolution).

XXV. INTEGRATION/APPENDICES

88. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. Except with respect to Financial Information provided by Settling Companies to Plaintiffs but not attached to this Consent Decree due to its confidential nature, the Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

- Appendix A: Environmental Covenant
- Appendix B: Protocol (with MMP)
- Appendix C: Depiction of Hecla-Star Complex

Appendix D: Insurance Information

Appendix E: Depiction of Lucky Friday Active Area

Appendix F: Information on Other Excluded Locations

Appendix G: Depiction of Star Tailings Ponds

Appendix H: Performance Guarantees (H-1 (EPA), H-2 (Trustees))

Appendix I: Depiction of Lucky Friday Tailings Pond #1

Appendix J: Notice of Consent Decree

Appendix K: Court Order for creation of Registry Account

XXVI. MODIFICATION

89. Material modifications to this Consent Decree (including the Protocol) shall be in writing, signed by the Parties, and shall be effective upon approval by the Court. Non-material modifications to this Consent Decree (including the Protocol) shall be in writing and shall be effective when signed by duly authorized representatives of the Parties.

90. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

91. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States, the State, and the Tribe each reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Companies consent to the entry of this Consent Decree without further notice.

92. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XXVIII. SIGNATORIES/SERVICE

93. Each undersigned representative of Settling Companies, the Assistant Attorney General of the Environmental and Natural Resources Division, United States Department of Justice, Chief Allan, Chairman, Coeur d'Alene Tribe, Howard Funke, Special Counsel, Coeur

d'Alene Tribe, and the Governor of the State of Idaho certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

94. Settling Companies agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States, the State, or the Tribe has notified Settling Companies in writing that it no longer supports entry of the Consent Decree.

95. Settling Companies shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on their behalf with respect to all matters arising under or relating to this Consent Decree. Settling Companies agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XXIX. FINAL JUDGMENT

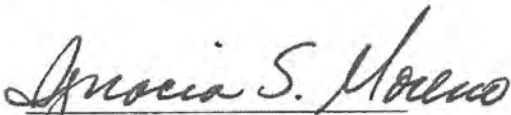
96. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the Tribe, the State, and Settling Companies. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

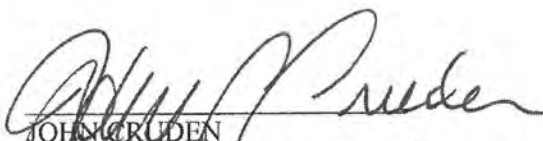
SO ORDERED THIS _____ DAY OF _____, 2011.

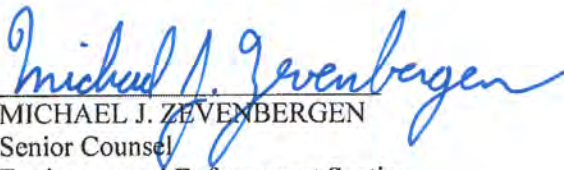
Hon. Edward J. Lodge
United States District Judge

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho


FOR THE UNITED STATES OF AMERICA:

Date: 6/11/11 
IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division

Date: 6/11/11 
JOHN CRUDEN
Deputy Assistant Attorney General
Environment and Natural Resources Division

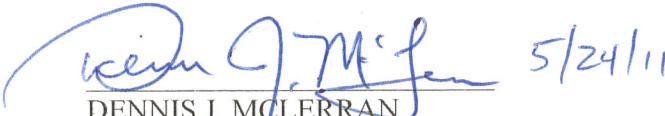
Date: 6/13/11 
MICHAEL J. ZEVENBERGEN
Senior Counsel
Environmental Enforcement Section
c/o NOAA Damage Assessment
7600 Sand Point Way, NE
Seattle, Washington 98115

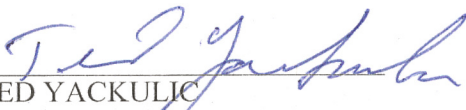
DAVID ASKMAN, Senior Counsel
PAT CASEY, Senior Counsel
DAVID DAIN, Senior Attorney
KATHRYN C. MACDONALD, Senior Attorney
ROBERT E. MAHER, JR., Assistant Chief
Environmental Enforcement Section
601 "D" Street, N.W.
Washington, D.C. 20004

Date: 6/13/11 
MARK A. NITCZYNSKI
Senior Counsel
Environmental Defense Section
999 18th Street, South Terrace, Suite 370
Denver, CO 80202

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FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:


Date: 5/24/11  5/24/11
DENNIS J. MCLERRAN
Regional Administrator
United States Environmental Protection Agency,
Region 10
1200 Sixth Avenue
Seattle, WA 98101

Date: 5/24/11 
TED YACKULIC
Office of Regional Counsel
United States Environmental Protection Agency,
Region 10
1200 Sixth Avenue
Seattle, WA 98101

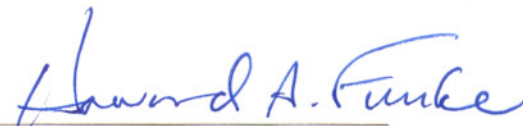
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FOR THE COEUR D'ALENE TRIBE

Date: 6-3-11

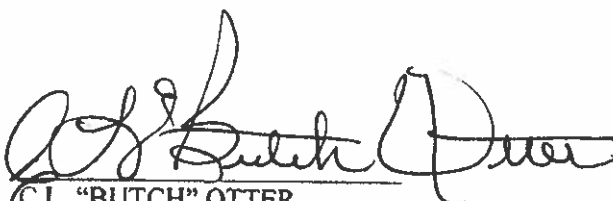

CHIEF J. ALLAN, Chairman
Coeur d'Alene Tribal Council
Coeur d'Alene Tribe
P.O. Box 408
Plummer, Idaho 83851

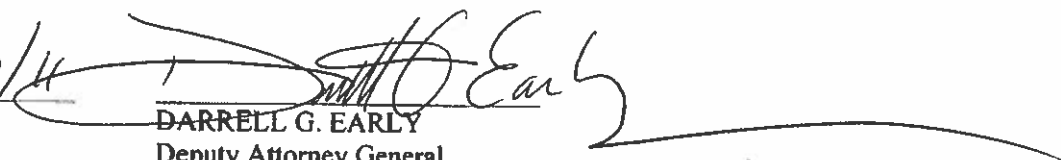
Date: 6-3-11


HOWARD A. FUNKE
Special Counsel
Coeur d'Alene Tribe
Howard Funke & Associates, P.C.
P.O. Box 969
Coeur d'Alene, Idaho 83816-0969
hfunke@indian-law.org

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho

FOR THE STATE OF IDAHO

Date: 5/18/11 
C.L. "BUTCH" OTTER
Governor, State of Idaho

Date: 5/20/11 
DARRELL G. EARLY
Deputy Attorney General
Office of the Idaho Attorney General
Environmental Quality Section
1410 N. Hilton
Boise, ID 83706

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho

FOR HECLA LIMITED

Date:

May 6/11




Dean W.A. McDonald
President

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho

FOR HECLA MINING COMPANY

Date: 5/6/11



Phillips S. Baker, Jr.
CEO & President

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho

FOR HECLA SILVER VALLEY, INC.

Date:

May 6/11



Dean W.A. McDonald
President

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho

FOR SILVER HUNTER MINING COMPANY

Date:

May 6/11

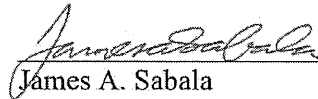


Dean W.A. McDonald
President

Signature Page for Consent Decree regarding *United States of America et al. v. Hecla Limited et al.* and consolidated cases, Nos. 96-0122-N-EJL, 91-0342-N-EJL, and 94-0206-N-HLR, relating to the Bunker Hill Mining and Metallurgical Complex Superfund Site in Northern Idaho

FOR HLT, INC.

Date: 5/6/11



James A. Sabala
President