

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

DANA NESSEL, ATTORNEY
GENERAL OF THE STATE OF MICHIGAN,
EX REL, MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY,

File No. 97-86913-CE

Hon. Wanda M. Stokes

Plaintiff,

v

COPPER RANGE COMPANY,

Defendant.

Brian J. Negele (P41846)
Assistant Attorney General
Attorney for Plaintiff
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909
(517) 335-7664

Mark N. Semenoff
Attorney for Defendant
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(303) 601-6454

Scott J. Steiner (P42490)
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Attorneys for White Pine Copper LLC
55 Campau Avenue NW, Suite 300
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STIPULATED ORDER FOR ASSIGNMENT
AND ASSUMPTION OF CONSENT DECREE

At a session of said Court held in the Ingham
County Courthouse, Mason, Michigan, on
this 22 day of July, 2021.

PRESENT: HONORABLE WANDA M. STOKES
Ingham County Circuit Court Judge

This matter comes before the Court on the request of the parties hereto to provide for the assignment and assumption of all benefits, duties and obligations of Defendant Copper Range Company under a Judicial Consent Decree entered by the Ingham County Circuit Court on October 27, 1997 in the matter of *Frank J. Kelley ex rel. Michigan Department of Environmental Quality v Copper Range Company*, Case No. 97-86913-CE, as amended by the Order dated December 20, 2000, which was superseded by the Order dated April 30, 2003 (collectively, the Consent Decree), attached hereto as **Exhibit A**. The Consent Decree concerns the mining facility formerly operated by Defendant in White Pine, Ontonagon County, Michigan which is defined in the Consent Decree and in this Order as the "Facility."

Pursuant to the Consent Decree, Defendant was required, among other things, to prepare and perform: (a) Interim Response Activities (IRAs); (b) a Remedial Investigation (RI); (c) a Remedial Action Plan (RAP); (d) the Remedial Action for the Facility; and (e) a Closure Plan for the Underground Workings of the mine. **Exhibit B** identifies the status of remedial action activities required to be performed under the RAP and the status of the Certificates of Completion issued pursuant to Paragraph 26.2 of the Consent Decree for certain of the IRAs required by Paragraph 5.5 of the Consent Decree and the RI required by Paragraph 5.6 of the Consent Decree. Submittal and approval of Certification of Completion Reports

under the RAP for construction and remedial actions under the RAP required by Paragraph 5.8 of the Consent Decree are pending the completion of ongoing activities. Long-term obligations under the Consent Decree pertain to ongoing operation, monitoring and maintenance required under the RAP and the Consent Decree, including providing a financial assurance mechanism to secure the performance of monitoring, operation and maintenance, oversight, and other costs necessary to assure the effectiveness and integrity of the remedial action.

Attachment B to the Consent Decree is identified as an “Approved Work Plan for Remedial Investigation”. The Parties are unable to locate this Attachment to present with the Consent Decree. However, the Certificate of Completion, dated November 24, 2015, included with the Consent Decree (under the tab for Attachment B), demonstrates that the Remedial Investigation (for which the Work Plan was approved) was actually completed by Defendant in accordance with the Consent Decree.

White Pine Copper LLC (WPC), a Delaware limited liability company, has reached an agreement with Defendant to purchase certain property which includes a portion of the Facility for use in the development of new mining operations. WPC has agreed to assume all benefits, duties, and obligations of Defendant under the Consent Decree, including, but not limited to, implementation of the remainder of the RAP, in connection with Defendant’s agreement to sell a portion of the Facility to WPC. With respect to the implementation of the remainder of the RAP, WPC will be implementing the requirements of Section 6.0 and Section 7.0 of the RAP and any remedial action activities in **Exhibit B** which have not been issued

approvals by the Department of Environment, Great Lakes, and Energy (EGLE), formerly the Michigan Department of Environmental Quality, as of the date of entry of this Order.

To the extent that Paragraph 5.7 of the Consent Decree requires implementation of a Closure Plan with respect to the Underground Workings, the parties acknowledge and agree that an Underground Mine Closure Plan, dated April 1998 (Closure Plan), which was prepared by Defendant and approved by EGLE on June 17, 1999 required: (a) general cleanup of the underground workings; (b) neutralization of solutions from a proposed solution mining project; (c) underground bulkhead construction; and (d) brine inflow mitigation. The general cleanup and bulkhead construction were completed by Defendant and the solution mining project was terminated during a pilot study. The approved Closure Plan also required filling the mine with fresh water as a hydraulic “cap” which would be maintained and monitored. However, the Consent Decree was amended pursuant to a stipulated order in 2003 to “facilitate the use and redevelopment” of the Underground Workings for use as “growth chambers to grow plants for the pharmaceutical industry” and, as a result, eliminating the application of a freshwater cap by completely filling the Underground Workings. Instead of completing the requirements of the Closure Plan under Paragraph 5.7 of the Consent Decree, groundwater has been continuously pumped from the Underground Workings to permit use for plant growing operations with only a partial freshwater cap applied. As part of the 2003 Consent Decree amendment, the White Pine Mine Contingency Fund was established as a financial assurance mechanism to “assure

the future effectiveness and integrity of” the “pump and treat system” to be used in the Underground Workings to “prevent water contaminated with brine from being released” from deeper in the mine. Although all other requirements of the Closure Plan have been implemented and a partial Certificate of Completion under the Consent Decree is pending, the parties understand and agree that the Closure Plan requirement for freshwater filling of the Underground Workings may need to be modified by WPC to address site conditions, current and future uses, and issues related to compliance with National Pollutant Discharge Elimination System Permit No. MI 0006114, as amended and subsequently renewed (NPDES Permit). Defendant will transfer the NPDES Permit to WPC in connection with the sale of a portion of the Facility.

EGLE, through the Michigan Department of Attorney General, has agreed to the assignment of the benefits, duties, and obligations of Defendant under the Consent Decree in consideration of WPC’s agreement to assume the benefits, duties and obligations of Defendant under the Consent Decree and WPC’s agreement to establish a replacement financial assurance mechanism (FAM) to ensure implementation of such duties and obligations.

NOW, THEREFORE, upon the consent of the parties, by their attorneys, it is hereby ORDERED, ADJUDGED AND DECREED:

1. Unless otherwise defined in this Order, all terms used in this Order which are defined in the Consent Decree or Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act,

MCL 324.20101 *et seq.*, shall have the same meaning in this Order as in the Consent Decree or Part 201, unless the context clearly requires otherwise.

2. WPC agrees, pursuant to this Order, to be subject to the jurisdiction of this Court under this and any subsequent Order entered by this Court, in order to assume the benefits, duties and obligations of Defendant under the Consent Decree.

3. Pursuant to the RAP, Defendant has provided a FAM for performance of response activities in the form of an irrevocable letter of credit in favor of EGLE in the amount of \$2,854,000.00 (Defendant's FAM). As a condition to EGLE's agreement that it will stipulate to and agree with WPC's and Defendant's entry into this Order, WPC shall provide a substitute for Defendant's FAM in the form of a certificate of deposit, in the initial amount of \$1,676,149.00 in favor of EGLE (WPC's Initial FAM). WPC's Initial FAM is calculated on the basis of the cost to perform: (a) monitoring, operation and maintenance, oversight, and other costs necessary to assure the effectiveness and integrity of the remedial action, as provided in Appendix F of the RAP; and (b) the first five (5) years of anticipated copper effluent treatment of the surface water discharge as authorized by the NPDES Permit.

4. WPC has established and funded WPC's Initial FAM and, which EGLE has accepted, as evidenced by the executed Agreement and Acceptance of Certificate of Deposit in **Exhibit C**. EGLE shall release Defendant's FAM by transmitting the original copy of Defendant's FAM to Defendant within the later of ten (10) days after entry of this Order or WPC completing purchase of the property of Defendant including the Facility. If for any reason this Order is not entered by the Court, or

WPC does not complete the purchase of the property of the Defendant including the Facility, EGLE shall provide WPC with a written termination of the Agreement and Acceptance of Certificate of Deposit within ten (10) days of a request from WPC for such a termination and return WPC's Initial FAM to WPC.

5. WPC's assumption of the benefits, duties and obligations of Defendant under the Consent Decree and RAP pursuant to this Order shall become effective upon entry of this Order.

6. Within two (2) years after entry of this Order, WPC will provide an additional FAM in the form of a certificate of deposit, or multiple certificates of deposit, in the amount of \$3,075,344.00 which is based on the estimated cost to implement, operate, and maintain a system for dilution treatment of chloride in the surface water discharge authorized by the NPDES Permit.

7. In addition to the FAM requirements of the Consent Decree or RAP, if at any time EGLE determines that any FAM provided pursuant to this Order does not secure sufficient funds to address long-term response activity costs as specifically required under the RAP and as described herein, WPC shall provide an additional or alternate FAM to secure any reasonably anticipated additional costs within sixty (60) days of request by EGLE.

8. In addition to the FAM requirements of the Consent Decree or RAP, if WPC can demonstrate that any FAM provides funds in excess of those needed for the estimated future response activity costs as described herein, or if WPC wishes to change the type of FAM, WPC may request a modification in the amount or type of FAM, or both. Any requested FAM modifications must be accompanied by a

demonstration that the proposed revised FAM provides adequate funds to address estimated future response activity costs specifically required under the RAP and as described herein. Upon EGLE approval of the request, WPC may modify the FAM as approved by EGLE consistent with this Order.

9. WPC shall be responsible only for stipulated penalties under Section XXII of the Consent Decree which are attributable to WPC's failure or refusal to comply with the terms or conditions of the Consent Decree occurring after entry of this Order. Defendant shall not be responsible for stipulated penalties under Section XXII of the Consent Decree which are attributable to WPC's failure or refusal to comply with the terms or conditions of the Consent Decree occurring after the entry of this Order.

10. EGLE, WPC and Defendant agree that reimbursement for EGLE Oversight Costs pursuant to Section XXI of the Consent Decree incurred after entry of this Order shall be the responsibility of WPC and Defendant shall pay, pursuant to Section XXI of the Consent Decree, any unpaid EGLE Oversight Costs incurred prior to the entry of this Order upon presentment by EGLE of a demand for such Oversight Costs. For purposes of clarification, Oversight Costs shall include the costs incurred by the State in connection with WPC's purchase of a portion of the Facility and to negotiate the terms of this Order and previous draft documents. Within ninety (90) days after entry of this Order, EGLE shall submit to Defendant a statement for Oversight Costs lawfully incurred by the State between EGLE's last written demand for Oversight Costs and the date of the Court's entry of this Order. Thereafter, subsequent demands for Oversight Costs shall be submitted to WPC

according to the schedule in Section XXI of the Consent Decree, with the first such demand calculated from the date of entry of this Order. EGLE acknowledges and agrees that the Defendant has resolved all claims for “Past Response Activity Costs” as described in Paragraph 21.1 and required by Paragraph 21.2 of the Consent Decree.

11. WPC and EGLE shall each designate one or more Project Coordinators. Whenever notices, progress reports, information on the collection and analysis of samples, sampling data, work plan submittals, approvals, or disapprovals, or other technical submissions are required to be forwarded by either WPC or EGLE to the other, under the Consent Decree, or whenever other communications between them is needed, such communications shall be directed to the designated Project Coordinator at the address listed below. If WPC or EGLE changes its designated Project Coordinator, the name, address, and telephone number of the successor shall be provided to the other, in writing, as soon as practicable. In addition, EGLE agrees to provide any notices required under the Consent Decree to Defendant at the address listed below or as subsequently notified by Defendant.

A. As to EGLE:

- (1) For all matters pertaining to the Consent Decree:
Joan Park, Project Coordinator
Upper Peninsula District Office
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and
Energy
1504 West Washington Street, Suites A and B
Marquette, Michigan 49855
Telephone: 906-228-4520
Fax: 906-228-4940
E-mail address: PARKJ@michigan.gov

This Project Coordinator will have primary responsibility for EGLE for overseeing the performance of response activities at the Facility.

- (2) For all matters specified in the Consent Decree that are to be directed to the RRD Director:

Director, Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and
Energy
P.O. Box 30426
Lansing, Michigan 48909-7926
Telephone: 517-512-5859
Fax: 517-373-2637

Via courier:

Director, Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and
Energy
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, Michigan 48933-2125

A copy of all correspondence that is sent to the Director of the RRD shall also be provided to EGLE's Project Coordinator.

(3) For all payments made pursuant to the Consent Decree:

(Via Mail)

By first class mail:

Michigan Department of Environment, Great Lakes, and
Energy

Cashier's Office for EGLE

P.O. Box 30657

Lansing, Michigan 48909-8157

Via courier:

MDOT Accounting Services Division

Cashier's Office for EGLE

Van Wagoner Building, 1st Floor West

425 W. Ottawa Street

Lansing, Michigan 48933-2125

B. As to WPC:

White Pine Copper LLC

310 East US 2

Wakefield, Michigan 49968

Attention: Denis Miville-Deschenes

E-mail address: denis.miville-deschenes@highlandcopper.com

With a Copy to:

Highland Copper Company Inc.

Suite 1155 East Tower

1111 St. Charles Street West

Longueuil, Quebec, Canada J4K 5G4

Attention: President

E-mail address: notices@highlandcopper.com

With a Copy to:

Scott J. Steiner, Esq.

Rhoades McKee PC

55 Campau Avenue NW, Suite 300

Grand Rapids, Michigan 49503

Telephone: 616-235-3500

Fax: 616-233-5269

E-mail address: sjsteiner@rhoadesmckee.com

C. As to Defendant:

Tracy Anderson
Copper Range Company
First Quantum Minerals
206 Newman Street
Schreiber, Ontario
P0T 2S0, Canada

With a Copy to:
Mark Semenoff
Semenoff LLC
768 Ridgeside Drive
Golden, Colorado 80401

12. If at any time WPC fails to conduct response activities required under the RAP and pursuant to the Consent Decree, EGLE will contact Defendant prior to EGLE accessing WPC's FAM. In any circumstance where the response activities in question pertain to a new release or threatened release of a hazardous substance not otherwise subject to the RAP or Consent Decree, EGLE shall notify Defendant for informational purposes only.

13. WPC may submit a proposed alternate Closure Plan or Interim Closure Plan with respect to any remaining Closure Plan or Consent Decree obligations pertaining to the Underground Workings. If such alternate plan is approved by EGLE, after completion of the work required under the approved alternate plan, WPC may seek issuance of a Certificate of Completion under the Consent Decree with respect to the requirements of Paragraph 5.7 of the Consent Decree in accordance with Paragraph 26.1 of the Consent Decree and EGLE shall review WPC's submittal for issuance of a Certificate of Completion in accordance

with Paragraph 26.2 of the Consent Decree. Defendant shall have no responsibility for implementation of such alternate plans.

14. This Order does not operate to release Defendant from liability to the State of Michigan under the Consent Decree or Michigan law, including, but not limited to, Part 201 with respect to the Facility. Notwithstanding the foregoing, in any proceeding (whether judicial or administrative) to enforce the duties and obligations under the Consent Decree or Michigan law with respect to the Facility, EGLE and the State of Michigan shall first look to WPC and WPC's FAM before initiating any proceeding against Defendant.

15. Notwithstanding the last sentence of Paragraph 23.4 of the Consent Decree, the covenants not to sue or take administrative action by the State of Michigan and EGLE under Section XXIII of the Consent Decree shall fully apply to both Defendant and WPC upon entry of this Order. Similarly, the contribution protection provided for in Section XXV of the Consent Decree shall fully apply to both Defendant and WPC.

16. Following notice to Defendant, WPC may initiate efforts to terminate the Consent Decree and Defendant shall be a necessary party to any stipulation of dismissal or motion for termination sought by WPC under Section XXVII of the Consent Decree.

IT IS SO ORDERED

Dated: 7-22-2021

WANDA M. STOKES P-44485

Hon. Wanda M. Stokes
Circuit Court Judge

[Signatures on following page]

The parties stipulate and agree to the above conditions on this 20th day of
July, 2021.

Michigan Department of Environment, Great
Lakes, and Energy

By: SCNJS for
Brian J. Negele (P41846) *by permission*
Assistant Attorney General *7.20.21*
Attorney for Plaintiff
525 W. Ottawa, 6th Floor, Williams Bldg.
P.O. Box 30755
Lansing, Michigan 48909
(517) 335-7664

Semenoff LLC
Attorney for Defendant

By: SCNJS
Mark N. Semenoff *by permission*
768 Ridgeside Drive *7.19.21*
Golden, Colorado 80401
(303) 601-6454

Rhoades McKee PC
Attorneys for White Pine Copper LLC

By: SCNJS
Scott J. Steiner (P42490)
55 Campau Avenue NW, Suite 300
Grand Rapids, Michigan 49503
(616) 235-3500

EXHIBIT A

Consent Decree

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

FRANK J. KELLEY, Attorney General
of the State of Michigan, ex rel,
and MICHIGAN DEPARTMENT
OF ENVIRONMENTAL QUALITY,
Plaintiffs,

CASE NO. 97-86913-CE
Honorable William E. Collette

v.

COPPER RANGE COMPANY, a Delaware
corporation

Defendant,

CONSENT DECREE

This Consent Decree requires the preparation and performance of (1) Interim Response Activities ("IRAs"), (2) a Remedial Investigation ("RI"), (3) a Remedial Action Plan ("RAP", (4) the Remedial Action ("RA"), (5) reimbursement of MDEQ past response activity costs and future response activity costs (hereinafter the "Covered Matters" as more specifically defined in Paragraph 4.2) for Copper Range's White Pine Mine facility, located in Ontonagon County, Michigan (hereafter "Facility") as more specifically defined in Paragraph 4.4. Defendant agrees not to contest (a) the authority or jurisdiction of the Court to enter this Consent Decree, or (b) any terms or conditions set forth herein. The entry into this Consent Decree by Defendant is neither an admission of liability with respect to any issue dealt with in this Consent Decree nor is it an admission or denial of any factual allegations or legal conclusions stated or implied herein.

The Parties agree, and the Court by entering this Decree finds, that the response activities set forth herein are necessary to abate releases or threatened releases of hazardous substances into the environment, to control future releases and to protect public health, safety and welfare, and the environment.

NOW, THEREFORE, before the taking of any testimony, and without this Consent Decree constituting an admission of any of the allegations in the Complaint or as evidence of the same, and upon the consent of the Parties, by their attorneys, it is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

1.1 This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.20137. This Court also has personal jurisdiction over the Defendant. Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this Court.

1.2 The Court determines that the terms and conditions of this Consent Decree are reasonable, adequately resolve the environmental issues raised and properly protect the interests of the people of the State of Michigan.

1.3 The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Consent Decree and to resolve disputes arising under this Consent Decree, including those that may be necessary for its construction, execution or implementation subject to Section XX.

II. PARTIES BOUND

2.1 This Consent Decree shall apply to and be binding upon Plaintiffs and Defendant and their successors, assigns, officers, agents, servants, employees, and on those persons in active concert or participation with them who receive actual notice of this Consent Decree by personal service or otherwise. No change or changes in the ownership or corporate status of Copper Range Company shall in any way alter Defendant's responsibilities under this Consent Decree. Defendant shall provide the MDEQ with written notice prior to the transfer of ownership of part or all of the Facility in Ontonagon County, Michigan and shall also provide a copy of this Consent Decree to any subsequent owners or successors prior to the transfer of any ownership rights. Defendant shall comply with the requirements of Section 20116 of Part 201 of the Natural Resources and Environmental Protection Act, ("NREPA"), 1994 PA 451, as amended, MCL 324.20116.

2.2 The signatories to this Consent Decree certify that they are authorized to execute and legally bind the parties they represent.

III. STATEMENT OF PURPOSE

3.1 In entering into this Consent Decree, the mutual objectives of Plaintiffs and Defendant are: (a) to conduct a Remedial Investigation to determine the nature and extent of contamination and any threat to the public health, safety and welfare, or the environment caused by the release or threatened release of hazardous substances from the Facility; (b) to select a satisfactory remedial action that satisfies the requirements of MCL 324.20118, MCL 324.20120a, MCL 324.20120b and MCL 324.20120d; (c) to develop detailed plans for implementing the selected remedial action through the preparation of an approved RAP; (d) to remediate releases or threatened releases of hazardous substances in accordance with the approved RAP or approvals for IRA, through the implementation of the selected remedial action; (e) to submit and implement a closure plan for the underground workings of the mine which addresses any release or threat of release from such underground workings; (f) to reimburse the MDEQ for past response activity costs incurred by the State and future oversight costs to be incurred by the State; and (g) to provide financial assurance, a portion of which shall be secured by a Letter of Credit and all of which shall be secured by a Corporate Guaranty.

3.2 The activities conducted under this Consent Decree are subject to approval by the MDEQ. Defendant shall provide all appropriate and necessary information for the RI, for Defendant's selection of a remedial action, for the development of the RAP, and for the implementation of the remedial action, that is consistent with Part 201 of NREPA, MCL 20101 et seq.; the Part 201 Rules, AACCS R 299.5101 et seq.; and other applicable state and federal environmental laws as set forth in MCL 324.20118.

IV. DEFINITIONS

4.1 "Consent Decree" means this Consent Decree and any attachment hereto, including any future modifications, and any reports, plans, specifications and schedules required by the Consent Decree which, upon approval of the MDEQ, shall be incorporated into and become an enforceable part of this Consent Decree.

4.2 "Covered Matters" means the performance of Interim Response Activities ("IRA"), all activities specified in Paragraph 5.7, development and implementation of the Remedial Investigation, ("RI"), preparation and design of the Remedial Action Plan ("RAP") and implementation of the selected remedy in accordance with the RAP, payment of MDEQ past response activity costs and future oversight costs and any other response actions undertaken hereunder to remediate releases and threatened releases of hazardous substances.

4.3 Defendant means the Copper Range Company, a Delaware Corporation.

4.4 "Facility" means the Property identified in Attachment A and any area, abandoned structures, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of Section 20120a(1)(a) or (17) of NREPA, MCL 324.20120a(1)(a) or (17) has been released, deposited, disposed from the Property or otherwise comes to be located as a result of the release, deposit or disposal of such hazardous substances from the Property.

4.5 "Interim Response Activity" means the cleanup or removal of released hazardous substances from the environment or the taking of such other actions, prior to the selection of a remedial action, as may be necessary based on results of studies or other information developed pursuant to this Consent Decree, to prevent, minimize, or mitigate injury to the public health, safety, welfare, the environment, or natural resources, which injury might otherwise result from a release of a hazardous substance. The term also means the taking of other such actions as may be necessary to prevent, minimize, or mitigate the potential release of a discarded hazardous substance.

4.6 "Parties" means the Plaintiffs and Defendant.

4.7 "Plaintiffs" mean Frank J. Kelley, Attorney General, of the State of Michigan, ex rel, and the Michigan Department of Environmental Quality.

4.8 "Property" means the property located at White Pine, Ontonagon County and described in the legal description provided in Attachment A.

4.9 All other terms used in this Consent Decree which are defined in

Part 201 of NREPA and the Part 201 Rules shall have the same meaning in the Consent Decree as in Part 201 of NREPA and its rules.

V. IMPLEMENTATION

5.1 In accordance with this Consent Decree, Defendant shall submit appropriate work plans for the performance of any IRA; and remedial action. The MDEQ shall either approve work plans, or disapprove work plans with detailed comments explaining its disapproval in accordance with the procedures specified in Section XV of this Consent Decree. Each work plan shall include a detailed description of the tasks to be conducted during the response activity, including the methodology, specifications, and a schedule for implementation and completion of the response activity (ies) and submission of a final report. Defendant shall implement each work plan upon approval of each plan pursuant to the procedures provided for in this Consent Decree. As approved, each component of each work plan, and approved modifications thereto, shall be deemed incorporated into this Consent Decree and made an enforceable part of this Consent Decree.

5.2 All response activities conducted at the Facility pursuant to this Consent Decree must be conducted in accordance with MDEQ-approved work plans; Part 201 of NREPA; the Part 201 Rules and other applicable laws and regulations.

5.3 Defendant has submitted within the approved workplan required by Paragraph 5.6 below, a Sampling and Analysis Plan (SAP) which describes the quality control, quality assurance, sampling protocol and chain of custody procedures that shall be implemented in carrying out the Covered Matters.

5.4 Defendant has submitted to MDEQ a Health and Safety Plan that assigns Facility safety and security responsibilities to all on-site personnel, establishes personnel safety and protection standards, establishes mandatory safety operating procedures for physical and chemical hazards that may be encountered at the Facility, demarcates and classifies various zones of contamination, establishes decontamination procedures, and provides for contingencies that may arise during the course of the implementation of the requirements of this Consent Decree. The Health and Safety Plan submitted

pursuant to Section 126 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Section 9621, Section 6 of the Occupational Safety and Health Act of 1970 and the Michigan Occupational Safety and Health Act is not subject to MDEQ approvals required in Section XV of this Consent Decree.

5.5 At least thirty (30) days prior to Defendant's proposed commencement of IRA, Defendant shall submit to the MDEQ for review and approval in accordance with the applicable standards and criteria established under Part 201 of NREPA a work plan for IRA. Upon receiving MDEQ approval of the work plan, Defendant shall implement the plan in accordance with the approved work plan and time schedule.

5.6 An approved work plan for implementation of an RI is attached hereto as Attachment B. No later than thirty(30) days from the entry of this Consent Decree, Defendant shall commence implementation of the RI work plan in accordance with its terms and time schedule.

5.7 Within one hundred eighty (180) days of entry of this Consent Decree, the Defendants shall submit a closure plan for review and approval by MDEQ to address any release or threat of release of a hazardous substance in the underground workings of the mine. At a minimum, the closure plan shall include all of the obligations contained in Option A, Part I.D.1.a of the MDEQ Authorization to Operate an Underground Solution Mining Facility (Permit M00942). Upon approval, the Defendant shall implement the closure plan in accordance with its approved schedule.

5.8 No later than one hundred eighty (180) days after receiving MDEQ approval of the final RI report, Defendant shall submit a RAP. Within one hundred eighty days (180) of receiving MDEQ approval of the RAP, Defendant shall commence implementation of the RAP in accordance with its terms and schedules. MDEQ shall conduct its review of the RI and RAP in accordance with the applicable standards and criteria established pursuant to Part 201 of NREPA and the regulations promulgated thereunder. In accordance with the applicable regulations, the remedial action proposed shall be at the option of the Defendant and MDEQ shall approve the proposed remedial plan if it provides for a remedy which meets the applicable requirements of Part 201 of NREPA, and the regulations promulgated thereunder.

5.9 Within the timeframes specified in MCL. 324.20120b, Defendant shall file with the Ontonagon County Registrar of Deeds a restrictive covenant. A true copy of the recorded instrument shall be provided to the MDEQ within sixty (60) days of receiving a copy from the Register of Deeds.

5.10 If institutional controls are selected as part of the Defendant's approved RAP, Defendant shall implement the institutional controls in such timeframe as is specified in the RAP. A true copy of documentation that such institutional controls have been implemented shall be provided to MDEQ within thirty (30) days of implementation.

5.11 Defendant covenants to pay all property taxes on all components of the Facility owned by Defendant for as long as it owns such components of the Facility.

5.12 The parties acknowledge and agree that this Consent Decree does not constitute a warranty or representation of any kind by the MDEQ that the response activity(ies) performed in accordance herein will result in the achievement of the remedial criteria as established by law.

VI. ADDITIONAL OR ALTERNATIVE RESPONSE ACTIVITY

6.1 As used in this Section, "Additional or Alternative Response Activity" shall mean all activities not specifically set forth in the approved work plans that the MDEQ determines, on the basis of new information or data, are necessary to meet the performance and cleanup standards described in the Part 201 of NREPA Rules and all applicable state and federal requirements, and that do not fundamentally change the overall remedial approach outlined in the approved RI and RAP. These activities may include modifications to the components of the IRA, RI, and to the type and cost of materials, equipment, facilities, services and supplies used to implement the IRA, RI, and RAP.

6.2 In the event that the MDEQ determines that Additional or Alternative Response Activity is necessary, notification of such Additional or Alternative Response Activity will be provided to the Defendant's project coordinator. Defendant may also propose Additional or Alternative Response

Activities which shall be subject to approval by the MDEQ. Any Additional or Alternative Response Activities determined to be necessary by the MDEQ, or otherwise agreed to by the parties, shall be completed by Defendant in accordance with the standards, specifications, and schedules approved by the MDEQ.

6.3 Unless the MDEQ agrees to extend the time period, within ninety (90) days of receipt of notice from the MDEQ that Additional or Alternative Response Activities are necessary, or from the date on which the parties otherwise agree that Additional or Alternative Response Activities are necessary, Defendant shall submit a plan for the Additional or Alternative Response Activities to the MDEQ for approval. The plan shall be developed in conformance with the requirements of this Consent Decree. Upon approval, the plan shall be incorporated herein and made an enforceable part of this Consent Decree. Defendant shall implement the plan for Additional or Alternative Response Activities in accordance with the schedule contained therein.

VII. FINANCIAL ASSURANCE MECHANISM

7.1 Defendant shall provide for a financial assurance mechanism in the form of a Letter of Credit, attached hereto as Attachment C, to secure the performance of and to pay for implementation of the response activities required by this Consent Decree.

7.2 Within fifteen (15) days of the effective date of this Consent Decree, Defendant shall procure a Letter of Credit issued by a bank or financial institution in the amount of Three Million Dollars (\$3,000,000). The Defendant shall adjust the amount of the Letter of Credit annually for inflation on the basis of the implicit price deflator for gross domestic product published by the United States Department of Commerce. Such adjustment shall be completed by Defendant no later than March 31 of each year based upon the previous year's inflation rate until the Letter of Credit is released pursuant to Section 7.5.

7.3 The Letter of Credit may be drawn upon by the MDEQ as provided in this Consent Decree and pursuant to the Letter of Credit. If Defendant fails

to complete the response activities required by this Consent Decree, the MDEQ may draw upon the letter of credit and place the proceeds in an MDEQ approved escrow for the purpose of carrying out the provisions of this Consent Decree.

7.4 If the bank or financial institution does not extend the Letter of Credit or fails to renew the Letter of Credit, Defendant shall provide an alternative letter of credit in a form substantially similar to Attachment C or place an amount of funds equal to the Letter of Credit adjusted amount then required pursuant to Section 7.2 above for the response activities remaining to be performed in an MDEQ-approved environmental escrow for the implementation of remaining response activities required by this Consent Decree at the Facility.

7.5 The Letter of Credit shall be maintained in accordance with Section 7.1 and 7.2 through completion of the response activities required by Section 5.8 and shall be released upon the issuance by MDEQ of all Certificates of Completion for all response activities provided in Section XXVI of this Consent Decree.

7.6 Defendant has provided a financial assurance mechanism in a form of a Guaranty, attached hereto as Attachment D to secure performance of and to pay for implementation of the response activities of this Consent Decree.

7.7 The Guaranty required under Section 7.6 above shall be released by MDEQ upon issuance of all Certificates of Completion for all response activities required under this Consent Decree.

VIII. ENGAGEMENT OF A CONTRACTOR

8.1 Defendant shall retain a qualified and experienced contractor(s) for the purpose of performing the work required by Sections 5.3, 5.4, 5.5, 5.6, 5.7 and 5.8 of this Consent Decree. All work performed by said contractor(s) pursuant to this Consent Decree shall be under the general direction and supervision of a qualified individual with a minimum of five (5) years direct experience in the investigation and cleanup of sites of environmental contamination. Defendant's contractor shall also employ

subcontractors and project personnel who shall have direct experience in the investigation and cleanup of sites of environmental contamination. A statement of qualifications and identification of contractors and of personnel designated for the project, shall be provided to MDEQ within thirty (30) days of the entry of this Consent Decree, or their subsequent retention by Defendants.

8.2 Defendant shall provide a copy of this Consent Decree to all contractors, subcontractors, laboratories, and consultants retained to conduct any portion of the response activities performed pursuant to this Consent Decree, no later than fourteen (14) days after the effective date of this Consent Decree or after the date of such retention. Notwithstanding the terms of any contract, Defendant is responsible for compliance with this Consent Decree and for ensuring that its contractors, subcontractors, laboratories, and consultants perform all work in conformance with the terms and conditions of this Consent Decree.

IX. SAMPLING AND ANALYSIS

9.1 Unless otherwise specified in this Consent Decree or any work plan prepared for the Covered Matters, all sampling and analysis conducted to implement this Agreement shall follow the methodologies prescribed by the Part 201 of NREPA Rules and guidance provided by the MDEQ on sampling locations, parameters, detection limits and analytical methods as set forth in approved work plans.

9.2 Defendant or its consultant(s) or subcontractor(s), shall provide the MDEQ five (5) days notice prior to any sampling activity undertaken pursuant to this Agreement to allow the ERD Project Coordinator, or his/her authorized representative, to take split or duplicate samples and/or to observe the sampling procedures. In circumstances where five (5) days notice is not possible, Defendant, or its consultant(s) or subcontractor(s) shall provide notice of the planned sampling activity as soon as possible to the ERD Project Coordinator and explain why earlier notification was not possible. If the ERD Project Coordinator concurs with the explanation provided, Defendant may forego the five (5) day notification period.

9.3 Defendant shall provide the MDEQ with the final results of all environmental sampling, treatment system sampling, underground storage tank (UST) system tightness tests, aquifer pump tests and other data generated in the performance or monitoring of any requirement under this Consent Decree, Parts 201, 211 or 213 of NREPA within five (5) days of receipt by Defendant. For the purposes of this Consent Decree, "final results" shall mean results that have been released by the laboratories utilized by Defendant following application of the laboratories' Quality Assurance/Quality Control ("QA/QC") procedures. Defendant shall provide MDEQ with preliminary sampling and analysis data upon request.

9.4 In entering into agreements for laboratory services, Defendant shall include a contractual provision which provides that the MDEQ and its authorized representatives will be allowed access during normal business hours to any laboratory utilized by Defendant in implementing this Consent Decree for quality assurance monitoring.

9.5 Notwithstanding any provision of this Consent Decree, the MDEQ and the Attorney General shall retain all of their information gathering, inspection and enforcement authorities and rights related to investigative functions under Part 201 of NREPA and any other applicable statute or regulation.

X. PROJECT COORDINATORS AND COMMUNICATIONS/NOTICES

10.1 Defendant's project coordinator shall be Jochen Tilk. The MDEQ's Project Coordinator is Robert Delaney. Whenever notice is required to be given or a communication, report, sampling data, analysis of data or other technical submission is required to be forwarded by one party to the other party under this Consent Decree, such communication shall be directed to the Project Coordinators at the below listed addresses. If any party changes its designated Project Coordinator, the name, address and telephone number of the successor shall be provided to the other party, in writing, as soon as practicable.

As to MDEQ:

A. For Record Retention pursuant to Section XIV and Financial Assurance matters pursuant to Section VII:

Ms. Patricia McKay
Chief, Compliance and Enforcement Section
Environmental Response Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909
Telephone: 517-373-7818
FAX: 517-373-2637

(Via courier)
300 South Washington Square
Lansing, MI 48933

B. For all payments pertaining to this Consent Decree:

Administration Section
Environmental Response Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926

C. For all other matters pertaining to this Consent Decree:

Robert Delaney, Project Coordinator
Environmental Response Division
Michigan Department of Environmental Quality
Knapp's Office Centre
P.O. Box 30426
Lansing, MI 48909-7926
517-373-7406 [Phone]
517-335-3624 [Fax]

As to Defendant:

Jochen Tilk
Copper Range Company
P.O. Box 100
White Pine, MI 49971
906-885-7000 [Phone]
906-885-7105 [Fax]

Notices shall also go to:

Dean R. Massey, Esq.
Parcel, Mauro, Hultin & Spaanstra, P.C.
1801 California Street
Suite 3600
Denver, CO 80202
303-292-6400 [Phone]
303-295-3040 [Fax]

C. Consultant:

Mike Cooper
Titan Environmental
7939 E. Arapahoe Rd., Ste. 230
Englewood, CO 80111
850-9852 [Phone]
850-9910 [Fax]

10.2 Defendant's Project Coordinator(s) shall have primary responsibility for overseeing the implementation of the response activities and other requirements specified in this Consent Decree.

10.3 The MDEQ may designate other authorized representatives, employees, contractors, and consultants to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree.

XI. ACCESS

11.1 To the extent access to the Facility is owned, controlled by, or available to Defendant from the effective date of this Consent Decree, the MDEQ, its authorized employees and representatives, upon the presentation of proper credentials, shall have access at all reasonable times to the Facility for the implementation of the response activities under the Consent Decree, or otherwise fulfilling any responsibility under federal or state law with respect to the environmental conditions at the Facility, including, but not limited to:

(a) Monitoring the response activities or any other activities taking place under this Consent Decree on the Facility;

(b) Verifying any data or information submitted to MDEQ;

- (c) Conducting investigations relating to contamination at the Facility;
- (d) Obtaining samples;
- (e) Assessing the need for or planning and implementing response actions at the Facility;
- (f) Assessing compliance with requirements for the implementation of monitoring, operation, maintenance and other measures necessary to assure the effectiveness and integrity of a remedial action; and
- (g) Inspecting and copying non-privileged records, operating logs, contracts, or other documents required to assess compliance with this Consent Decree,
- (h) Communicating with Defendant's project manager, or other management personnel of Defendant or its consultant, responsible for implementation of response activities under this Consent Decree.

11.2 To the extent that the Facility or any other area where the response activities are to be performed by Defendant under this Consent Decree is owned or controlled by persons other than Defendant, Defendant shall use its best efforts to secure from such persons access for the Parties and their authorized employees and representatives. Each access agreement shall be embodied in a written document and Defendant shall provide the MDEQ with a copy of each access agreement secured pursuant to this subsection. For the purposes of this subsection, "best effort" includes, but it not limited to, reasonable compensation to the owner to secure such access and taking judicial action to secure such access. If, after using best efforts, Defendant is unable to obtain access within forty-five (45) days of the entry of this Consent Decree, Defendant shall promptly notify the MDEQ. Plaintiffs may thereafter assist Defendant in obtaining access. Defendant shall, within thirty (30) days of a receipt of a written request from Plaintiffs, reimburse the Plaintiffs for all costs lawfully incurred by the Plaintiffs in obtaining access in the manner provided in Paragraph 21.3.

11.3 Any lease, purchase, contract or other agreement entered into by Defendant which transfers to another party a right of control over the Property or a portion of the Property shall contain a provision preserving for

the MDEQ or another party undertaking the response activities and their authorized representatives, the access provided under Section XI.

11.4 All parties granted access to the Facility pursuant to this Consent Decree shall comply with all applicable health and safety laws and regulations, and all site specific requirements set forth in the Health and Safety plan under Paragraph 5.4.

11.5 Notwithstanding any provision of this Consent Decree, the MDEQ shall retain all of its inspection and access authorities under any applicable state and federal statute or regulation.

XII. CREATION OF DANGER

12.1 Upon obtaining reliable information concerning the occurrence of any event during performance of response activities conducted pursuant to this Consent Decree that causes a release or threat of a release of a hazardous substance from the Facility which may present an imminent and substantial endangerment to on-site personnel or to the public health, safety and welfare, or the environment, Defendant shall immediately undertake all appropriate action to prevent, abate, or minimize such release, threat or endangerment and shall immediately notify the MDEQ's project coordinator or, in the event of his or her unavailability, shall notify the Pollution Emergency Alerting System (PEAS, 1-800-292-4706). In such an event, any action undertaken by Defendant shall be in accordance with all applicable health and safety laws and regulations, and with the provisions of the Health and Safety Plan. Defendant shall submit a written report setting forth the events that occurred and the measures taken and to be taken to mitigate any release or endangerment caused or threatened by the incident and to prevent recurrence of such an incident. Regardless of whether Defendant notifies the MDEQ under this subsection, if response activities undertaken under this Consent Decree cause or threaten a release which may present an imminent and substantial endangerment to on-site personnel or to public health, safety and welfare, or to the environment, MDEQ may: (a) require Defendant to stop response activities at the Facility for such period of time as may be needed to prevent or abate any such release, threat, or endangerment; (b) require Defendant to undertake any such activities that MDEQ determines are necessary to prevent or

abate any such release, threat, or endangerment; and/or (c) undertake any response activities that MDEQ determines are necessary to prevent or abate such release, threat, or endangerment. Prior to undertaking necessary response actions hereunder, MDEQ shall provide Defendant a reasonable opportunity to perform such necessary response actions in a timely manner, unless the nature of such release, threat or endangerment requires an immediate response such that MDEQ cannot provide Defendant with a reasonable opportunity to perform. In the event that the MDEQ undertakes any action to abate such a release, threat, or endangerment, Defendant shall reimburse the State for all costs incurred by the State that are lawfully incurred. Payment of such costs shall be made in the manner provided in Section XXI (Reimbursement of Costs).

12.2 Nothing in the preceding subsection shall limit the power and authority of the MDEQ, the State of Michigan, or this Court to take, direct, or order all appropriate action to protect the public health, safety and welfare, or the environment, or to prevent, abate, or minimize a release or threatened release of hazardous substances on, at, or from the Facility.

XIII. COMPLIANCE WITH OTHER LAWS

13. All actions required to be taken pursuant to this Consent Decree shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws and regulations, including Part 201 of NREPA, the Part 201 Rules, laws relating to occupational safety and health, and other applicable state and federal environmental laws. Other agencies may also be called upon to review the conduct of response activities under this Consent Decree. Further, Defendant must designate, in a report to the MDEQ, any facilities that Defendant proposes to use for the off-site transfer, storage, treatment, or disposal of any waste materials.

XIV. RECORD RETENTION/ACCESS TO INFORMATION

14.1 Defendant and its contractors involved in the implementation of this Consent Decree shall preserve and retain, during the pendency of this Consent Decree and for a period of ten (10) years after its termination: (1)

all relevant records, sampling or test results, charts, and other documents relating to historical hazardous substance disposal, treatment or handling activities at the facility or (2) records, sampling or test results, charts, and other documents that are maintained or generated pursuant to any requirement of this Consent Decree. After the ten (10) year period of document retention, Defendant and/or its successors and assigns shall obtain the written permission of the MDEQ prior to the destruction of such documents and, upon request, Defendant and/or its successors shall relinquish custody of all documents to the MDEQ. Defendant's request shall be accompanied by a copy of this Consent Decree and sent to the address specified in Paragraph 10.1.

14.2 Defendant shall, upon request, provide to the MDEQ all responsive, non-privileged documents and information within its possession, or in the possession of its contractors involved in the implementation of this Consent Decree, relating to the response activities at the Facility or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, field notes, chain of custody records, manifests, trucking logs, receipts, reports, correspondence, or other documents or information related to the response activities. Defendant shall also, upon request, use its best efforts to identify and locate for the MDEQ, upon reasonable notice, Defendant's employees, contractors, agents, or representatives with knowledge of relevant facts concerning the performance of the response activities.

14.3 Defendant may assert a confidentiality or privilege claim, if appropriate, covering all or part of the information requested under this Consent Decree. Such an assertion shall be adequately substantiated when it is made. If no such claim accompanies the information when it is submitted to the MDEQ, it may be made available to the public by the MDEQ without further notice to Defendant. Analytical data shall not be claimed as confidential or privileged by Defendant.

XV. SUBMISSIONS AND APPROVALS

15.1 All plans, reports, documents, schedules and submissions ("Submissions") shall be delivered to the MDEQ in accordance with the schedule set forth in this Consent Decree. Each submission shall describe, in writing, the basis or requirement in this Consent Decree under which the submission is

delivered. In addition, such description shall include, but not be limited to, an overview of the response activity(ies) conducted, a complete description of the methodologies employed and documentation and analysis of data collected pursuant to this Consent Decree and the subject submission. Prior to receipt of MDEQ approval, any report submitted to the MDEQ for approval shall be marked "Draft" and shall include, in a prominent location in the document, the following disclaimer: "Disclaimer: This document is a DRAFT document, which has not received final acceptance from the Michigan Department of Environmental Quality ("MDEQ"). This document was prepared pursuant to a Court Order. The opinions, findings, and conclusions expressed are those of the authors and not those of MDEQ."

15.2 Upon receipt of any Submission, other than a RAP, relating to the response activities that is required to be submitted for approval under this Consent Decree, the MDEQ project coordinator will in writing: (a) approve the Submission; or (b) disapprove the Submission, notifying Defendant of deficiencies. Upon receipt of a notice of approval from the MDEQ, Defendant shall proceed to take any action required by the Submission as approved, and shall submit a new cover page marked "Final".

15.3 Notice of any disapproval will specify with reasonable detail the reason(s) for the disapproval. Unless a notice of disapproval specifies a longer time period, upon receipt of a notice of disapproval from the MDEQ, Defendant shall, within thirty (30) days thereafter, correct the deficiencies and resubmit the Submission for approval. Notwithstanding a notice of disapproval, Defendant shall proceed with any response activity(ies) not directly related to the deficient portion of the Submission. If, upon resubmission, the Submission is not approved, the MDEQ shall so advise Defendant in writing including a statement specifying the reasons for MDEQ's disapproval and Defendant may be deemed to be in violation of this Consent Decree.

15.4 Upon receipt of the RAP required by Paragraph 5.8 or request for approval of the RAP required by Paragraph 5.8, within one hundred eighty (180) days the Environmental Response Division Chief will in writing: (a) approve the RAP, or (b) deny approval of the RAP, and provide Defendants with a

written statement specifying with reasonable detail the deficiencies upon which the denial of the RAP is based. The MDEQ may not add additional items to this statement after it has been issued. Upon receipt of a notice of approval from the MDEQ, Defendants shall proceed to take any action required by the RAP as approved, and shall submit a new cover page marked "Final."

15.5 Within thirty (30) days of receipt of a denial of approval of the RAP, Defendants shall correct the deficiencies identified in the written reasons for denial, and resubmit the RAP for approval. The time frame for resubmission may be extended by the MDEQ. If, upon resubmission, the RAP is not approved, the MDEQ shall so advise Defendants and will consider Defendants to have failed to complete the submittal in a timely manner or failed to have provided a RAP of acceptable quality.

15.6 Failure of the MDEQ to act within the specified time period shall result in the request described in Paragraph 15.4 being considered approved. The time frame for decision may be extended by the mutual consent of the Parties.

15.7 Any Submission and attachment to Submissions required by this Decree are, upon approval by the MDEQ, incorporated into this Decree and made enforceable pursuant to the terms of this Decree. Any delay or noncompliance with such Submissions or attachments of this Decree shall subject Defendants to penalties pursuant to Section XXII (Stipulated Penalties).

15.8 A finding of approval shall not be construed to mean that the MDEQ concurs with all conclusions, methods, or statements in the Submissions.

15.9 No informal advice, guidance, suggestions, or comments by the MDEQ regarding any Submissions by Defendant shall be construed as relieving Defendant of its obligation to obtain such formal approval as may be required by this Consent Decree.

XVI. PROGRESS REPORTS

16.1 Defendant shall provide to the MDEQ written quarterly progress reports relating to response activities that shall: (a) describe the activities that have been taken toward achieving compliance with this Consent Decree during the previous three months, and describe data collection and activities scheduled for the next three months. All final results of sampling and tests and other data relating to the response activities performed pursuant to this Consent Decree received by Defendant, its employees or authorized representatives, shall be sent to the MDEQ Project Coordinator within five (5) days of receipt. The first quarterly report(s) shall be submitted to the MDEQ within ninety (90) days following the entry date of this Consent Decree by the Court and thereafter until issuance of the Certificate of Completion as provided in Section XXVI.

XVII. INDEMNIFICATION AND INSURANCE

17.1 Defendant shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any and all claims or causes of action arising from or on account of acts or omissions of Defendant, its officers, employees, agents, and any persons acting on their behalf or under their control in carrying out response activities pursuant to this Consent Decree except for claims or causes of action which arise out of the negligence or intentional misconduct of the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives. Neither the State of Michigan nor its departments, agencies, officials, agents, employees, contractors, and representatives shall be held out as a party to any contract entered into by or on behalf of Defendant in carrying out activities pursuant to this Consent Decree. Neither Defendant nor any contractor shall be considered an agent of the State.

17.2 Defendant waives any and all claims or causes of action against the State of Michigan and its departments, agencies, officials, agents, employees, and representatives for damages, reimbursement, or set-off of any payments made or to be made to the State that arise from, or on account of, any contract, agreement, or arrangement between Defendant and any person for performance of response activities at the Facility or any other property where

response activities are performed under this Consent Decree, including claims on account of construction delays unless such claims or causes of action are based on the negligence, or intentional misconduct of the State of Michigan and its departments, agencies, officials, agents, employees or representatives.

17.3 Defendant shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any and all claims or causes of action for damages or reimbursement from the State arising from, or on account of, any contract, agreement, or arrangement between Defendant and any person for performance of response activities at the Facility or any other property where response activities are performed under this Consent Decree, including claims on account of construction delays except where such claims or causes of action arise out of the negligence or intentional misconduct of the State of Michigan and its departments, agencies, officials, agents, employees or representatives.

17.4 The MDEQ shall give Defendant notice of any claim for which the MDEQ plans to seek indemnification pursuant to this section and shall consult with the Defendant prior to settling such claim.

17.5 Prior to commencing response activities on or near the Facility, Defendant shall secure, and shall maintain for the duration of this Consent Decree, comprehensive general liability insurance with limits of Fifteen Million Dollars (\$15,000,000), combined single limit, naming the MDEQ, the Attorney General and the State of Michigan as additional insured parties. If Defendant demonstrates by evidence satisfactory to the MDEQ that any contractor or subcontractor maintains insurance equivalent to that described above, then with respect to that contractor or subcontractor, Defendant needs to provide only that portion, if any, of the insurance described above that is not maintained by the contractor or subcontractor. Regardless of the method used to insure, Defendant shall provide the MDEQ and the Attorney General with certificates evidencing said insurance and the MDEQ's, the Attorney General's and the State of Michigan's status as additional insured parties. In addition, for the duration of this Consent Decree, Defendant shall satisfy, or

shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of Workers' Disability Compensation Insurance for all persons performing response activities on behalf of Defendant in furtherance of this Consent Decree. Prior to commencement of the response activity under this Consent Decree, Defendant shall provide to the MDEQ satisfactory proof of such insurance.

XVIII. MODIFICATIONS/INCORPORATION BY REFERENCE

18.1 Other than IRA, RI, or remedial action work plans which may be modified in accordance with Paragraph 18.2, modifications shall be in writing by signature of the Director of the MDEQ and Attorney General and Defendant's project coordinator or other authorized representative and entered by the Court.

18.2 Amendments to IRA/RI and remedial action work plans and time schedules contained therein shall be made in writing and signed by the MDEQ project Coordinator and Defendant's project Coordinator. Such amendments are incorporated into this Consent Decree and are an enforceable part thereof. Any plans, specifications and schedules required by this Consent Decree are, upon approval by the MDEQ, incorporated into this Consent Decree and made enforceable parts thereof. Any delay or noncompliance with such Submissions or attachments to a Submission shall be considered delay or noncompliance with the requirements of this Consent Decree and shall, subject to Paragraph 22.3, subject Defendant to penalties pursuant to Section XXII.

XIX. DELAYS IN PERFORMANCE

19.1 Defendants shall perform the requirements of this Consent Decree within the time limits established herein, unless performance is prevented or delayed by events which constitute a "Force Majeure". Any delay in the performance attributable to a "Force Majeure" shall not be deemed a violation of Defendant's obligations under this Consent Decree in accordance with this Section.

19.2 For the purpose of this Consent Decree, "Force Majeure" means an occurrence or non-occurrence arising from causes not foreseeable, beyond the control of and without the fault of Defendant, such as: an Act of God; untimely review of permit applications or Submissions by the MDEQ or other applicable authority; and acts or omissions of third parties with which Defendant has no contractual relationships or is otherwise not responsible for, that could not have been avoided or overcome by Defendant's due diligence and that delay the performance of an obligation under this Consent Decree. "Force Majeure" does not include unanticipated or increased costs, changed financial circumstances, commencement of a proceeding in bankruptcy, contractual disputes, or failure to obtain a permit or license as a result of Defendant's actions or omissions.

19.3 When circumstances occur that Defendant believes constitute a Force Majeure, Defendant shall notify the MDEQ by telephone or telefax of the circumstances within twenty-four (24) hours after it first becomes aware of those circumstances. Within five (5) working days after Defendant first becomes aware of such circumstances, Defendant shall supply the MDEQ, in writing: an explanation of the causes(s) of any actual or expected delay; the obligations of this Consent Decree effected by the delay; the anticipated duration of the delay; the measures taken and to be taken by Defendant to avoid, minimize or overcome the delay and the timetable for implementation of such measures.

19.4 In the event that Defendant complies with this Section and the MDEQ concurs that an event causing a delay is a Force Majeure, the MDEQ shall not deem Defendant to be out of compliance with this Agreement as to the obligation directly affected by the Force Majeure. The MDEQ shall communicate its concurrence to Defendant and shall identify which obligations are directly affected by the Force Majeure. Such a MDEQ determination does not excuse or limit Defendant's obligations under this Agreement which are not identified by the MDEQ as being directly affected by the Force Majeure

19.5 Defendant's failure to comply with the verbal and written notice provisions of this Section shall constitute a waiver of Defendant's right to assert a claim of Force Majeure with respect to the circumstances in question, and the MDEQ may, accordingly, deem Defendant to be in noncompliance with this Consent Decree. Similarly, if the MDEQ determines that an event is not a

Force Majeure, the MDEQ may deem Defendant to be in noncompliance with this Consent Decree if Defendant does not timely perform the obligation or any other obligation imposed upon Defendant by this Consent Decree. Any dispute regarding events claimed as Force Majeure or Defendant's noncompliance with this Section shall be negotiated in good faith by the parties and, lacking resolution, shall be subject to Dispute Resolution, as provided for in Section XX.

19.6 Defendant shall have the burden of demonstrating that: (I) the delay is or was caused by a Force Majeure event; and (ii) that the amount of additional time requested is necessary to compensate for that event. An extension of one compliance date based upon a particular Force Majeure incident does not mean that Defendant qualifies for an extension of a subsequent compliance date without meeting its burden of proof as specified in this Section for each incremental step or other requirement for which an extension is sought.

XX. DISPUTE RESOLUTION

20.1 The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Consent Decree and shall apply to all provisions of this Consent Decree, excluding the provisions of Section XII, Creation of Danger which require Defendant to undertake immediate action in response to an imminent and substantial endangerment situation. Any dispute that arises under this Consent Decree shall in the first instance be the subject of informal negotiations between the parties. The period of negotiations shall not exceed ten (10) days from the date of written notice by any party that a dispute has arisen, but it may be extended by an agreement of the parties. The period for informal negotiations shall end when MDEQ provides a written statement setting forth its proposed resolution of the dispute and statement of reasons to Defendant.

20.2 If the parties fail to resolve a dispute by informal negotiations, then the dispute shall be resolved in accordance with the resolution proposed by the MDEQ unless, within ten (10) days after receipt of MDEQ's proposed resolution, Defendant files a petition for resolution with this Court 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 insure orderly implementation of this Consent Decree.

20.3 The filing of a petition asking the Court to resolve a dispute shall not of itself extend or postpone any obligation of Defendant under this Consent Decree, provided that payment of a demand from MDEQ for reimbursement of costs or stipulated penalties with respect to the disputed matter, with any applicable interest, shall be to an interest bearing escrow account established specifically for the purpose of holding such payments pending resolution of the matter in dispute during the pendency of the dispute resolution. Notwithstanding the invocation of the dispute resolution, stipulated penalties shall accrue according to the time frames set forth in this Consent Decree except for disputes relating to the identification, selection or schedule for implementation of remedial activities to be performed at the facility pursuant to Section V or VI. In such cases, the Court may require payment of stipulated penalties only if it finds that the Defendant did not pursue the dispute in good faith. Penalties shall be paid into this account as they continue to accrue, at least every fourteen (14) days. Upon each deposit, Defendant shall provide MDEQ with a copy of the deposit slip. In the event, and to the extent, that Defendant does not prevail on the disputed issue, except where the Court does not require payment, stipulated penalties and any applicable interest shall be paid within ten (10) days in the manner provided in paragraph 21.4.

20.4 Notwithstanding this section, Defendant shall pay that portion of a demand for reimbursement of costs or payment of stipulated penalties that is not subject to a good faith resolution in accordance with and in the manner provided in Sections XXI and XXII, as appropriate.

20.5 In proceedings before this court on any dispute relating to the selection, extent, or adequacy of any aspect of the Covered Matters, Defendant shall have the burden of demonstrating on the administrative record that the position of MDEQ is arbitrary and capricious or otherwise not in accordance with the requirements of Part 201 of NREPA or other applicable law. For purposes of this subsection, the adequacy of the Covered Matters includes: (1) the adequacy or accuracy of data or other information collected pursuant to this Consent Decree, (2) the adequacy of plans and procedures to implement such plans, or any other item requiring approval by MDEQ under this Consent

Decree, including the RAP; and (3) the adequacy of construction and remedial action performed pursuant to this Consent Decree. In proceedings on any dispute, Defendant shall bear the burden of persuasion on factual issues. Nothing herein shall prevent MDEQ from arguing that the Court should apply the arbitrary and capricious standard of review to all disputes under this Consent Decree.

XXI. REIMBURSEMENT OF COSTS

21.1 For the purposes of this Consent Decree, the term "Past Response Activity Costs" shall mean those costs incurred and paid by the State prior to February 5, 1997 as set forth in the attached Final Summary Report (Attachment E). The term "Future Response Activity Costs" shall mean the response activity costs incurred but not paid prior to the dates set forth on the Final Summary Report or to be incurred by the State. For the purposes of this Consent Decree, the term "Oversight Costs" is a subcategory of "Future Response Activity Costs" that are related to the State's oversight, enforcement, monitoring and documentation of compliance with this Order. Oversight Costs may include costs incurred to monitor response activities at the Facility; observe and comment on field activities; review and comment on Submissions; collect and evaluate samples; purchase equipment and supplies to perform monitoring activities to the extent such equipment and supplies are appropriately allocable based upon generally accepted accounting practices to response activities at the facility; attend and participate in meetings; prepare cost reimbursement documentation; and enforce, monitor and document compliance with this Consent Decree.

21.2 Within thirty (30) days of the effective date of this Consent Decree, Defendant shall pay the MDEQ Seventy Thousand (\$70,000) dollars to resolve all claims for Past Response Activity Costs relating to matters covered in this Consent Decree.

21.3 Defendant shall reimburse the State for all Oversight Costs lawfully incurred by the State in overseeing the remedial activities of the Defendant for matters covered by this Consent Decree. As soon as possible after each anniversary of the effective date of this Consent Decree, pursuant to Sections 20119(4) and 20137(1) of NREPA, the MDEQ will provide the

Defendant with a written demand of Oversight Costs lawfully incurred by the State. Any such demand will set forth with reasonable specificity the nature of the costs incurred.

21.4 Costs recovered pursuant to this Section shall be deposited in the Environmental Response Fund in accordance with the provisions of Section 20108(3) of NREPA, MCL 324.20108(3). Defendant shall have the right to request a full and complete accounting of all demands made hereunder, including timesheets, travel vouchers, contracts, invoices, and payment vouchers, as may be available to the MDEQ. Provision of these documents by the MDEQ may result in the MDEQ incurring additional oversight costs which will be included in the annual demand of oversight costs. Except as provided by Section XXI, Defendant shall reimburse the MDEQ for such costs within thirty (30) days of receipt of a written demand from the MDEQ. In any challenge by Defendant to a demand for recovery of costs by the MDEQ, Defendant shall have the burden of establishing that the costs were not lawfully incurred, in accordance with Section 20126(a)(1)(a) of NREPA, MCL 324.20126(a)(1)(a). All payments made pursuant to this Consent Decree shall be by check payable to the "State of Michigan - Environmental Response Fund", and shall be sent by first-class mail to the address in Section X. The Copper Range site name, the Ingham County Circuit Court Case Number and the ERD Account Number (ERD 2016) shall be identified on each check. A copy of the transmittal letter and the check shall be provided simultaneously to the MDEQ Project Coordinator and the Assistant Attorney General in Charge, Department of Attorney General, Natural Resources Division, 530 West Allegan, Lansing, Michigan 48913.

XXII. STIPULATED PENALTIES

22.1 Except as provided by Sections XIX and XX, if Defendant fails or refuses to comply with the following terms or conditions of this Consent Decree, Defendant shall pay the MDEQ stipulated penalties in the following amounts for each day for every failure or refusal to comply or conform:

(a) Paragraph 5.5 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to implement an IRA within the timeframe specified in its approved workplan, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(b) Paragraph 5.6 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to implement the RI workplan in accordance with the timeframe required in said Paragraph and Attachment B, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(c) Paragraph 5.7 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to submit or implement the Remedial Action Plan within the timeframes required in said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(d) Paragraph 5.8 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to submit or implement the Remedial Action Plan within the timeframes required in said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(e) Paragraph 5.9 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to file the restrictive covenant and notice required by said Paragraph within the timeframes specified in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(f) Paragraph 5.10 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to implement any institutional controls required by the approved RAP within the timeframes specified in the approved RAP, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(g) Paragraph 6.3 \$1500 per day for each of the first fifteen (15) days for failure to submit or implement a plan for Additional Response Activities within the timeframes specified in said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(h) Paragraph 7.2 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to procure, maintain or adjust the amount of the Letter of Credit within the timeframes

specified in said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(i) Paragraph 8.1 Defendant shall pay a stipulated penalty of \$500 per day for each calendar day that it fails to retain a qualified consultant within the timeframe described in said Paragraph.

(j) Paragraph 8.2 Defendant shall pay a stipulated penalty of \$500 per day for each calendar day that it fails to provide a copy of this Consent Decree to the requisite persons within the timeframes specified in said Paragraph.

(k) Paragraph 9.3 and Section XVI. Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to provide the MDEQ with final sampling results as required in Paragraphs 9.3 and Section 16, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$5,000 per day for each succeeding day.

(l) Paragraph 11.1 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to provide access as required in said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day and \$10,000 per day for each succeeding day.

(m) Paragraph 12.1 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to notify MDEQ's Project Coordinator or the PEAS system as required by said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day and \$10,000 per day for each succeeding day.

(n) Paragraph 14.1 Defendant shall pay a stipulated penalty of \$500 per day for each calendar day that it fails to preserve and retain records in accordance with the timeframes specified in said Paragraph.

(o) Paragraph 15.3 Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to resubmit the submissions within the timeframes specified in said Paragraph, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day and \$5,000 per

day for each succeeding day.

(p) Paragraph 17.4 Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to secure and maintain general liability insurance in accordance with the requirements in said Paragraph, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day and \$5,000 per day for each succeeding day.

(q) Paragraph 21.2 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to make payment for past response costs within the timeframe specified in said Paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day and \$10,000 per day for each succeeding day.

(r) Paragraph 21.4 Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to make payment for reimbursement of Oversight Costs lawfully incurred by the State within the timeframe specified in said Paragraph, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$5,000 per day for each succeeding day.

22.2 Defendant shall notify the MDEQ, in writing, of any violation of this Consent Decree no later than five (5) days after becoming aware of such violation and shall describe the violation. Failure to notify the MDEQ as required by this Paragraph constitutes an independent violation of this Consent Decree.

22.3 Stipulated penalties shall begin to accrue on the day performance was due, or other failure or refusal to comply occurred, and shall continue to accrue until the final day of correction of the noncompliance. Separate penalties shall accrue for each separate failure or refusal to comply with the terms and conditions of this Consent Decree. MDEQ may, at its discretion, excuse Defendant from payment of stipulated penalties or a portion thereof.

22.4 Except as provided in Section XX, stipulated penalties owed to the MDEQ shall be paid no later than thirty (30) days after receiving a written demand from the MDEQ. Payment shall be made in the manner provided in Paragraph 21.4. Interest shall accrue on the unpaid balance at the end of the thirty (30) day period at the rate provided for in Section 20126(4) of NREPA, MCL 324.20126(4). Failure to pay the stipulated penalties within thirty (30) days after receipt of a written demand constitutes an independent violation of the terms and conditions of this Consent Decree.

22.5 Liability for or payment of stipulated penalties are not MDEQ's exclusive remedy in the event Defendant violates this Consent Decree. MDEQ reserves the right to pursue any other remedy or remedies that it is entitled to under this Consent Decree or any applicable law for any failure or refusal of Defendant to comply with the requirements of this Consent Decree, including, but not limited to, seeking civil penalties, injunctive relief, specific performance, reimbursement, exemplary damages in the amount of three (3) times the costs incurred by the State of Michigan, and sanctions for contempt of court, provided that the stipulated penalties set forth above shall be credited against any such civil penalties.

XXIII. COVENANT NOT TO SUE OF PLAINTIFFS AND RESERVATION OF RIGHTS

23.1 In consideration of the actions that will be performed and the payments that will be made by Defendant under the terms of the Consent Decree, and except as specifically provided in this Section, Plaintiffs covenant not to sue or to take administrative action against Defendant for Covered Matters.

23.2 "Covered Matters" shall include any liability to the State of Michigan under applicable state and federal law relating to the Facility for the performance of the obligations as referenced in Paragraph 4.2 of this Consent Decree.

23.3 The covenant not to sue set forth in this Section does not pertain to any matters other than those expressly specified in "Covered Matters" in Paragraph 23.2. Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against Defendant with respect to all other matters,

including but not limited to, the following:

(a) Liability arising from a violation by Defendant of a requirement of this Consent Decree, including conditions of approved Submissions required herein;

(b) Liability for any other response activities required at the Facility which are not required pursuant to this Consent Decree;

(c) Liability for response costs other than those referred to in Section XXI or which are not required pursuant to this Consent Decree;

(d) Liability arising from the past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substance(s) outside of the Facility and not attributable to the Facility;

(e) Liability arising from the past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substance(s) taken from the Facility;

(f) Liability for damages for injury to, destruction of, or loss of natural resources;

(g) Liability for criminal acts;

(h) Any matters for which the State is owed indemnification under Section XVII of this Consent Decree; and

(i) Liability for violations of federal or state law which occur during or after implementation of the remedial action

23.4 With respect to liability for Facility response costs incurred prior to the effective date of this Consent Decree, this covenant not to sue

shall take effect upon receipt by the MDEQ of the payments required by Paragraph 21.1. With respect to liability for performance of Covered Matters required to be performed under this Consent Decree, and response activity costs incurred by the State after the effective date of this Consent Decree and reimbursement of those costs by Defendant pursuant to paragraph 21.2 of this Decree, the covenant not to sue shall take effect upon issuance by MDEQ of a Certification of Completion covering the performance of such covered matters in accordance with Section XXVI. The covenant not to sue is conditioned upon the complete and satisfactory performance by Defendants of their obligations under this Consent Decree. The covenant not to sue extends only to the Defendant and does not extend to any other person.

23.5 Plaintiffs' Pre-Certification of Completion Reservations:

Notwithstanding any other provision of this Consent Decree, the Plaintiffs reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Defendant (1) to perform further response activities relating to the Facility or (2) to reimburse the State of Michigan for additional costs of response if, prior to Certification of Completion of the Covered Matters:

(a) Conditions at the Facility, previously unknown to the MDEQ, are discovered after the entry of this Consent Decree; or

(b) Information is received, in whole or in part, after the entry of this Consent Decree; and these previously unknown conditions or this information together with any other relevant information indicates that the remedial action is not protective of the public health, safety and welfare, or the environment.

23.6 Plaintiffs' Post-Certification of Completion Reservations:

Notwithstanding any other provision of this Consent Decree, the Plaintiffs reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue and administrative order seeking to compel Defendant (1) to perform further response activities relating to the Facility or (2) to reimburse the State of Michigan for additional costs of response if, subsequent to Certification of Completion of the remedial action:

(a) Conditions at the Facility, previously unknown to the MDEQ,

are discovered after the Certification of Completion; or

(b) Information is received, in whole or in part, after the Certification of Completion;

and these previously unknown conditions or this information together with other relevant information indicate that the remedial action is not protective of the public health, safety and welfare, or the environment

23.7 For purposes of Paragraph 23.5, the information previously received by and the conditions known to the MDEQ shall include only that information and those conditions set forth in the administrative record supporting the remedial action. For purposes of Paragraph 23.6, the information previously received by and the conditions known to the MDEQ shall include only that information and those conditions set forth in the administrative record supporting the remedial action, and any information received by MDEQ pursuant to the requirements of this Consent Decree or other applicable state or federal law prior to Certification of Completion of the remedial action.

23.8 In the event MDEQ determines that Defendant has failed to implement any provisions of the Consent Decree in an adequate or timely manner and Defendant, after adequate notice, unless such notice is not required pursuant to circumstances covered in Section XII of this Consent Decree, has not corrected the alleged defect, MDEQ reserves the right to perform, or contract to have performed, any and all portions of the response activity(ies) as MDEQ determines necessary and to recover response activity costs.

23.9 Notwithstanding any other provision of this Consent Decree, MDEQ retains all authority and reserves all rights to take any and all response activity(ies) authorized by law.

23.10 Except as explicitly set forth herein, nothing in this Section shall limit the power and authority of the MDEQ, the State of Michigan, or this Court, to take, direct, or order all appropriate action to protect public health, safety and welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants on, at, or from the Facility.

XXIV COVENANT NOT TO SUE BY DEFENDANT

24.1 Defendant hereby covenants not to sue and agrees not to assert any claim or cause of action against the State of Michigan with respect to the Facility or response activities relating to the Facility arising from this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Environmental Response Fund pursuant to Section 20119(5) of NREPA, MCL 324.20119(5) or any other provision of law.

24.2 In any subsequent administrative or judicial proceeding initiated by the Attorney General for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Facility, Defendant agrees not to assert, and may not and shall 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 MDEQ or the Attorney General in the subsequent proceeding were or should have been brought in this case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXIII (Covenants Not to Sue by the State).

XXV. CONTRIBUTION PROTECTION

Pursuant to Section 20129(5) of NREPA, MCL 324.20129(5) and to the extent provided in Section XXIII, Defendant shall not be liable for claims for contribution regarding matters addressed in this Consent Decree. Entry of the Consent Decree does not discharge the liability of any other person(s) liable under Section 20126 of NREPA, MCL 324.20126. In any action by Defendant for contribution from any person not a party to this Consent Decree, Defendant's cause of action shall be subordinate to the rights of the State of Michigan if the State files an action pursuant to Part 201 of NREPA or other applicable federal or state law, in accordance with Section 20129(9) of NREPA, MCL 324.20129(9).

XXVI. CERTIFICATION

26.1 When Defendant determines that it has completed: (1) The RI required under Paragraph 5.6, (2) Each IRA implemented pursuant to Paragraph 5.5, (3) All work required by the closure plan submitted pursuant to Paragraph 5.7, (4) All construction and on-site remedial actions in accordance with the RAP as required by Paragraph 5.8, except for such ongoing operation, monitoring or maintenance (O&M) activities as may be required by the RAP, (5) All O&M activities required under this Consent Decree, or (6) Any other additional response activity pursuant to Section VI of this Consent Decree, it shall submit to the MDEQ a Notification of Completion for each of the above activities specified in subparagraphs 1 through 6 and a draft final report for each. Each draft final report shall summarize the relevant activities performed. Each draft final report shall include or reference all supporting documentation.

26.2 Upon receipt of each Notification of Completion, the MDEQ will review the Notification of Completion, the draft final report, any supporting documentation, and the actual activities performed pursuant to this Consent Decree. Within ninety (90) days of receipt of the Notification of Completion, the MDEQ will determine whether Defendant has satisfactorily completed the relevant requirements of this Consent Decree, which pertain to the respective response activity(ies) that is the subject of the notification, including, but not limited to, completing the relevant activities required by this Consent Decree, complying with the applicable terms and conditions of this Consent Decree, and paying all cost reimbursement and stipulated penalties owed to the MDEQ. If the MDEQ determines that all relevant requirements have been satisfied, the MDEQ will so notify Defendant, and upon receipt of a "Final" final report in accordance with Section XV, shall issue a Certificate of Completion for each completed response activity.

XXVII. TERMINATION

This Consent Decree may terminate upon:

1) a written stipulation of dismissal entered by the parties;

2) a written stipulation of dismissal entered by the parties based upon terms and conditions which are carried forward in a written agreement between the State and Defendant pursuant to Part 201 of NREPA and the Part 201 administrative rules;

3) issuance of certificates of completion for all obligations contained in the Consent Decree; or

4) upon motion for termination, filed and ruled upon by the Court.

XXVIII. SEPARATE DOCUMENTS

This Consent Decree may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XXIX. EFFECTIVE DATE

This Consent Decree shall be effective upon the date that the Court enters this Decree. All times for performance of activities under this Decree shall be calculated from that date.

IT IS SO AGREED AND ORDERED BY:

Frank J. Kelley
Attorney General
Attorney for Plaintiffs

A. Michael Leffler (P24254)
Assistant Attorney General
in Charge
Natural Resources Division

By: Paul F. Novak

Paul F. Novak (P39524)
Assistant Attorney General
Michigan Department of Attorney General
Natural Resources Division
Knapp's Office Centre
P.O. Box 30426
Lansing, MI 48909-7926
Telephone: (517) 373-7540

Dean R. Massey (C14662)
Parcel, Mauro, Hultin & Spaanstra,
P.C.
1801 California Street, Ste 3600
Denver, CO 80202

Dean R. Massey
Attorneys for Defendant
Copper Range Company

IT IS SO ORDERED, ADJUDGED AND DECREED THIS 29th day of October, 1997.

W. S. Galt

Honorable [Judge's Name]

ATTEST: A TRUE COPY

James C. Willitts

Deputy Court Clerk

A TRUE COPY
CLERK OF THE COURT
30th JUDICIAL CIRCUIT COURT

ATTACHMENT A

ATTACHMENT B



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
UPPER PENINSULA DISTRICT OFFICE



DAN WYANT
DIRECTOR

November 24, 2015

Mr. Tracy Anderson
Copper Range Company
c/o First Quantum Minerals Ltd. -- Schreiber Office
206 Newman Street
Schreiber, Ontario P0T-2S0

Dear Mr. Anderson:

SUBJECT: Issuance of Certificate of Completion for the Remedial Investigation (RI)
Required under Paragraph 5.6 of the October 29, 1997, Consent Decree
97-86913-CE (Consent Decree) for Copper Range Company's White Pine Mine
Facility, White Pine, Michigan, USA; Dated October 14, 2015;
MDEQ Site ID 6600501

The Michigan Department of Environmental Quality (MDEQ), Remediation and Redevelopment Division, has reviewed the Request for a Certificate of Completion (Request) for the Remedial Investigation (RI) required pursuant to Paragraph 5.6 of the Consent Decree for Copper Range Company's White Pine Mine Facility, White Pine, Michigan, submitted on Copper Range Company's (CRC) behalf by Tetra Tech on October 14, 2015. Based upon representations and information contained in the submittal, the Request is approved and this letter is the Certificate of Completion for the response activities detailed as follows:

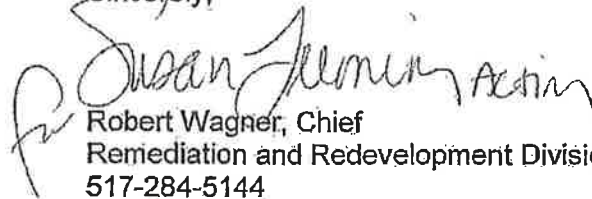
Section XXVI Paragraph 26.1 subparagraph (1) of the Consent Decree requires completion of the Remedial Investigation (RI) required under Paragraph 5.6 of the Consent Decree. The referenced Paragraph 5.6 identifies an approved work plan for implementation of an RI which was Attachment B to the Consent Decree. CRC implemented the RI in accordance with the "Work Plan for the Remedial Investigation and Development of a Remedial Action Plan for the White Pine Mine, White Pine, Michigan" dated June 1997, and amendments thereto. The "Draft Final Remedial Investigation (RI) Report, White Pine Mine" dated July 1999, was approved by the MDEQ on December 6, 1999, and subsequently revised when it was submitted as the Final RI Report on December 13, 1999. This information was used by CRC to develop the Remedial Action Plan dated September 2005, addressing remedial actions for the White Pine Mine's surface facilities. Investigation and evaluation of certain potential environmental impacts associated with the White Pine Mine's underground workings are required pursuant to Section 5.7 of the Consent Decree, and are not the subject of this letter.

The issuance of this Certificate of Completion for the RI required pursuant to Paragraph 5.6 of the Consent Decree shall not be construed to mean that the MDEQ concurs with all conclusions, methods, or statements in the submissions. The MDEQ expresses no opinion as to whether other conditions may be present at the White Pine Mine that require additional response activities. The RI was adequate to support the remedies that were selected for the White Pine Mine surface facilities, and any changes in remedy selection may require additional

investigation. The MDEQ makes no warranty as to the fitness of property related to the White Pine Mine facilities for any general or specific use, and prospective purchasers or users are advised to use due diligence prior to acquiring an interest in or using that property. Prospective purchasers or users of that property are also advised to familiarize themselves with Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; take the necessary steps to protect themselves from liability associated with the ownership and/or use of that property; and comply with any statutory obligations they may have, including compliance with due care obligations under Section 20107a of Part 201 and the associated administrative rules.

If you have any questions regarding this matter, please contact Ms. Joan Park, Project Manager, Remediation and Redevelopment Division, MDEQ, at 906-228-4520, parkj@michigan.gov, 1504 West Washington Street, Marquette, Michigan 49855; or you may contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Wagner", is written over the typed name. The signature is fluid and cursive.

Robert Wagner, Chief
Remediation and Redevelopment Division
517-284-5144

cc: Mr. Daryl Longwell, Tetra Tech
Ms. Kathy Shirey, MDEQ
Mr. Clifton Clark, MDEQ
Ms. Joan Park, MDEQ
Ms. Meredith Hartmann, MDEQ

ATTACHMENT C

ATTACHMENT C

LETTER OF CREDIT

The Letter of Credit must be worded as follows, except that instructions in brackets must be replaced with the relevant information and the brackets deleted. If the financial institution requires a standard draft form, then that form must be provided with the Letter of Credit.

Director
Department of Environmental Quality
c/o Environmental Response Division
P.O. Box 30426
Lansing, Michigan 48909

Director, Department of Environmental Quality:

1. We hereby issue our irrevocable Letter of Credit # _____ in your favor on behalf of Inmet Mining Corporation/Copper Range Company, hereinafter known as the Company, for a sum of \$3,000,000 (Three Million Dollars), available by your drafts at sight drawn on our institution, [insert name of institution] Letter of Credit # _____ dated [insert effective date]." We are a bank or financial institution which has the authority to issue Letters of Credit. Our Letter of Credit operations are regulated and examined by [insert name of federal or state agency].
2. This Letter of Credit is issued to provide financial assurance to the State of Michigan, Department of Environmental Quality, to secure the performance of and to pay for implementation of response activities to be undertaken at the Copper Range Company's White Pine Copper Mine and associated facilities located in Ontonogan County, Michigan pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, MCL 324.20101 et seq.
3. This Letter of Credit shall expire on [insert date at least one year beyond effective date], but such expiration date shall be automatically extended for periods of one year, unless, not less than 120 days before the current expiration date, we notify both you and the Company by certified mail of our decision not to extend the current expiration date. We agree that the 120 day period shall begin on the date when both you and the Company have received the notice, as evidenced by the return receipts.

4. We agree to send copies of our notice not to extend the current expiration date as provided in paragraph 3 above to the following persons at the same time we send the notice to you:

Attorney General
Department of Attorney General
P.O. Box 30212
Lansing, Michigan 48909

Treasurer
Department of Treasury
P.O. Box 15128
Lansing, Michigan 48909

Chief, Compliance and Enforcement Section
Environmental Response Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, Michigan 48909
Via Federal Express:
300 South Washington Square
Lansing, Michigan 48933

5. Partial drawings are permitted. This original Letter of Credit must be submitted to us together with any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation.
6. This Letter of Credit is subject to the Uniform Customs and Practice For Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500), and The Michigan Uniform Commercial Code, where applicable. Where conflicts exist between the Uniform customs and Practice for Documentary Credits and the Michigan Uniform Commercial Code, the Michigan Uniform Commercial Code shall control.
7. We shall honor drafts drawn under and in compliance with the terms of this Letter of Credit and these drafts will be duly honored upon presentation to us if presented on or after _____, 19____, and on or before _____, 19____, or any automatically extended date as provided in paragraph 3 above. The amount of each draft must be endorsed on the reverse of this Letter of Credit by us.

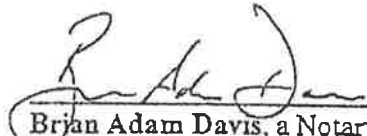
[Institution] _____
[Address, City, State] _____
[Signature] _____
[Name and Title] _____
[Date] _____

ATTACHMENT D

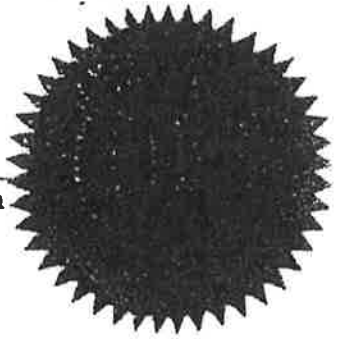
NOTARIAL CERTIFICATE

I, BRIAN ADAM DAVIS, a notary public in and for the Province of Ontario,
hereby certify, under notarial seal, that Mr. Peter Rozee, personally known to me,
appeared before me on the date hereof and executed the attached document in his capacity
as General Counsel and Secretary of Inmet Mining Corporation under seal of such
corporation, in my presence.

IN WITNESS WHEREOF, I have affixed my notarial seal this 4th day of
September, 1997.



Brian Adam Davis, a Notary Public in
and for the Province of Ontario



GUARANTY

This Guaranty is by Inmet Mining Corporation, a Canadian corporation with its principal place of business in Toronto, Ontario ("Inmet" or "Guarantor") in favor of the State of Michigan's Department of Environmental Quality and its successors ("Michigan").

Whereas, Inmet is a majority shareholder of Copper Range Company ("Copper Range"), a Delaware corporation with its principal place of business in White Pine, Michigan;

Whereas, Copper Range has entered into a Consent Decree with the State of Michigan pursuant to Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended (Part 201 of Act 451) being Sections 324.20101 through 324.20142 of the Compiled Laws of Michigan, and the Administrative Rules promulgated thereunder and such Consent Decree has been submitted for entry by the Circuit Court for the County of Ingham, Michigan.

Whereas, the MDEQ Consent Decree provides for a series of response activities to be undertaken by Copper Range at its White Pine facility pursuant to Part 201 of Act 451;

Whereas, the terms of this Guaranty apply only to the obligations of Copper Range pursuant to the MDEQ Consent Decree.

I. REPRESENTATIONS AND WARRANTIES OF INMET

Inmet hereby represents and warrants as follows:

A. Corporate Authority

(i) Inmet is a corporation duly organized, validly existing and in good standing under the laws of Canada, has the corporate powers and authority to own its property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Guaranty. Inmet is duly qualified to do business in every jurisdiction in which such qualification is necessary.

(ii) The execution, delivery and performance of this Guaranty has been duly authorized by all requisite corporate action on the part of Inmet and will not violate any provision of law, any order of any court or other agency of government or the articles of incorporation or bylaws of Inmet or any indenture, agreement or other instrument to which Inmet is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument.

B. Financial Statements

(i) The audited consolidated balance sheets, consolidated statements of income, and consolidated statements of retained earnings and consolidated statements of cash flows of the Guarantor as of December 31, in the years 1996 and 1995, copies of which have been delivered to Michigan have been prepared in accordance with Canadian generally accepted accounting principles consistently applied, and present fairly the financial position of Inmet as of such dates and the results of their operations for such periods.

(ii) Since December 31, 1996 there has been no change in the business, prospects, profits or condition (financial or otherwise) of the Guarantor except that the Guarantor has issued 22,225,000 Units, each Unit consisting of one common share and one-half common share purchase warrant, for net proceeds of approximately C\$192 million, and except for changes in the ordinary course of business, none of which individually or in the aggregate has been materially adverse with respect to the Guarantor's ability to perform its obligations under this Guaranty.

C. Compliance With Other Instruments

Compliance by the Guarantor with all of the provisions of this Guaranty will not conflict with, result in any breach in any of the provisions of, or constitute a default under the provisions of, any agreement, charge or instrument, bylaw or other instrument to which the Guarantor is a party or by which it may be bound.

II. GUARANTOR'S BUSINESS COVENANTS

The Guarantor covenants that, during such time as the Guaranty is in effect, it will:

A. Financial Records -- maintain a system of accounting which is established and administered in accordance with Canadian generally accepted accounting principles, keep adequate records and books of account in which accurate and complete entries shall be made in accordance with such accounting principles reflecting all transactions required to be reflected by such accounting principles and keep accurate and complete records of any property owned by it; and

B. Corporate Existence and Rights -- do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights and franchises, provided that this covenant shall not apply so as to prevent the Guarantor from entering into any transaction whereby all or substantially all of its assets and liabilities (including its obligations in respect of this Guaranty) are acquired and assumed by another

corporation, whether by sale of assets, merger or otherwise, as long as such other corporation meets the financial tests set forth in Section IV.

C. Compliance with Law -- not be in violation of any laws, ordinances or governmental rules and regulations to which it is subject and not fail to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its property or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the Guarantor's ability to perform its obligations under this Guaranty.

III. INFORMATION AS TO GUARANTOR

Financial and Business Information. Inmet will deliver to Michigan during such time as this Guaranty is in effect:

A. Annual Statements -- as soon as practicable after the end of each fiscal year of the Guarantor, and in any event within 120 days thereafter, duplicate copies of the audited consolidated balance sheets, consolidated statements of income, consolidated statements of retained earnings and consolidated statements of cash flows of the Guarantor, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and accompanied by an audit opinion thereon of the independent auditor selected by the Guarantor;

B. Notice of Breach of Covenants or Non-Compliance Events -- immediately upon becoming aware of the existence of any condition or event which constitutes either a non-compliance with the pertinent requirements of the MDEQ Consent Decree or a Breach of any Covenants under this Guaranty (with the exception of breaches or notices of breach of which Inmet becomes aware from the State of Michigan), in a written notice specifying the nature and period of existence thereof and what action the guarantor is taking or proposes to take with respect thereto;

C. Requested Information -- with reasonable promptness, such other data and information as from time to time may be reasonably requested by Michigan, with respect to matters which may reasonably be expected to materially adversely affect the Guarantor's ability to perform its obligations under the Guaranty.

D. Officers' Certificates -- each set of financial statements delivered to Michigan pursuant to Paragraph IIIA will be accompanied by a certificate of the President or a Vice President and the Treasurer or an Assistant Treasurer of the Guarantor setting forth that the signers have reviewed the relevant terms of this Guaranty and have made, or caused to be made, under their supervision, a review of the transactions and conditions of the Guarantor from the beginning of the accounting period covered by the financial statements being delivered therewith to the date of the certificate, and that such review has not disclosed the existence during such period of any condition which constitutes an

event of non-compliance under this Guaranty or, if any such condition or event existed or exists, specifying the nature and period of existence thereof and what action the Guarantor has taken or proposes to take with respect thereto.

IV. GUARANTY OF OBLIGATIONS

Inmet hereby irrevocably guarantees to Michigan the full and prompt performance of all obligations of Copper Range under the MDEQ Consent Decree including, without limitation, payments of all amounts which are or may become due thereunder.

Any obligations of Copper Range, which are contained in the MDEQ Consent Decree and guaranteed by Inmet under this Guaranty shall be enforceable against Inmet only after Michigan has first made demand of Copper Range for performance of such obligations pursuant to the terms of the MDEQ Consent Decree. Inmet further agrees that it shall irrevocably guarantee performance of the obligations of Copper Range under the MDEQ Consent Decree in accordance with the terms of this paragraph whether or not it continues to be the holder, directly or indirectly, of the stock of Copper Range and whether or not the facility, or any part of it is sold, transferred or otherwise alienated. Notwithstanding the previous sentence, Guarantor and Michigan agree that this Guaranty may be assigned by Inmet to a purchaser of Inmet's interests in Copper Range or a purchaser of all or substantially all of the assets of Copper Range, if:

- a) such purchaser meets the financial assurance qualifications set forth under 1994 MR 299.9709(a); for purposes of meeting the financial assurance qualifications, the purchaser must meet the total asset holdings requirements set forth in the regulation, but such assets need not be held in Michigan or the United States;
- b) all obligations under the Guaranty are assumed by the purchaser;
- c) the rights of Michigan are fully protected; and
- d) the form of the assumption agreement is reasonably acceptable to Michigan.

Upon compliance with the foregoing sentence, Inmet shall be forever discharged from its obligations under this Guaranty.

V. TERM OF GUARANTY

This Guaranty shall be fully enforceable by Michigan from the effective date of the Guaranty until termination of the MDEQ Consent Decree according to the terms thereof.

VI. NOTICE TO INMET/OPPORTUNITY TO CURE

Not later than fifteen (15) days after the receipt of a notice from Michigan to both Guarantor and Copper Range which sets forth with specificity, the performance demanded by them or it, as well as a detailed description of the claimed default under the applicable rules specified therein (including, without limitation, the specific paragraph or paragraphs of such rules at issue), Guarantor shall either:

- a) cure the default; or
- b) in the event the cure is incapable of being performed within 15 days commence and diligently pursue the cure and provide a proposed schedule for approval by Michigan for completion of the cure.

Guarantor shall complete the cure within the time frame approved by Michigan.

VII. REMEDIES

No failure on the part of Michigan to exercise, nor any delay in exercising, any right hereunder shall operate as a waiver hereof. Neither the single or partial exercise of this Guaranty, nor the exercise of any other right, shall operate as a waiver hereof.

VIII. GOVERNING LAW/CONSENT TO JURISDICTION

This Guaranty shall be governed by the laws of the State of Michigan. For the sole and exclusive purpose of enforcing the terms of this Guaranty, Inmet consents to jurisdiction over it and the subject matter of this Guaranty in the appropriate state or federal courts within the State of Michigan. Inmet does not consent to jurisdiction in any court of the United States, the State of Michigan or otherwise except as explicitly set forth in this paragraph.

IX. SUCCESSORS AND ASSIGNS

This Guaranty shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

X. INTEGRATION

This Guaranty constitutes the entire obligation of Inmet insofar as it concerns the MDEQ Consent Decree and a complete merger of any prior negotiations and agreements.

XI. EFFECTIVE DATE

This Guaranty shall become effective on the date that the Consent Decree is entered by the Circuit Court.

XII. NO ADDITIONAL LIABILITY

Except for the contractual obligations set forth in this Guaranty, Inmet does not admit liability for the acts, agreements or other obligations of Copper Range, and Inmet denies that it is obligated to perform any obligation of Copper Range or make any payment on behalf, or in place, of Copper Range. Except as explicitly set forth herein, nothing in this Guaranty shall constitute a waiver of any rights or defenses Copper Range or Inmet may have to challenge the application or interpretation of any statute or regulation.

XIII. NOTICE

Any notifications required under this Guaranty shall be directed to the following individuals at the addresses specified below, unless any of those individuals, their successors or their attorneys give notice of a change to the other party in writing.

As to Inmet Mining Corporation:

General Counsel
Inmet Mining Corporation
Suite 3400 Aetna Tower
79 Wellington Street, West
P.O. Box 19, TD Centre
Toronto, Ontario M5K-1A1
CANADA

As to the State of Michigan:

Director
Michigan Department of Environmental Quality
106 West Allegan Street
Hollister Building, 6th Floor
P.O. Box 30473
Lansing, MI 48909-7973

with a copy to:

Assistant Attorney General in Charge
Michigan Department of Attorney General
Natural Resources Division
315 Knapp Centre
300 S. Washington Square
Lansing, MI 48913

XIV. AUTHORITY

The undersigned representative of Inmet Mining Corporation certifies that he is fully authorized to execute and legally bind Inmet to the obligations undertaken in this guaranty. The undersigned representative of the State of Michigan certifies that he is fully authorized to accept this Guaranty.

EXECUTED THIS 4th DAY OF September, 1997.

INMET MINING CORPORATION, a
Canadian Corporation

By: Peter Zoroff c/s

Name: PETER ZOROFF
Title: GENERAL COUNSEL & SECRETARY

ACCEPTANCE OF GUARANTY
By Michigan Department of Environmental
Quality

By: A. Howard

Name: ALAN HOWARD
Title: CHIEF, ENV. RESPONSE DIV
DEPT OF ENV. QUALITY

ATTACHMENT E

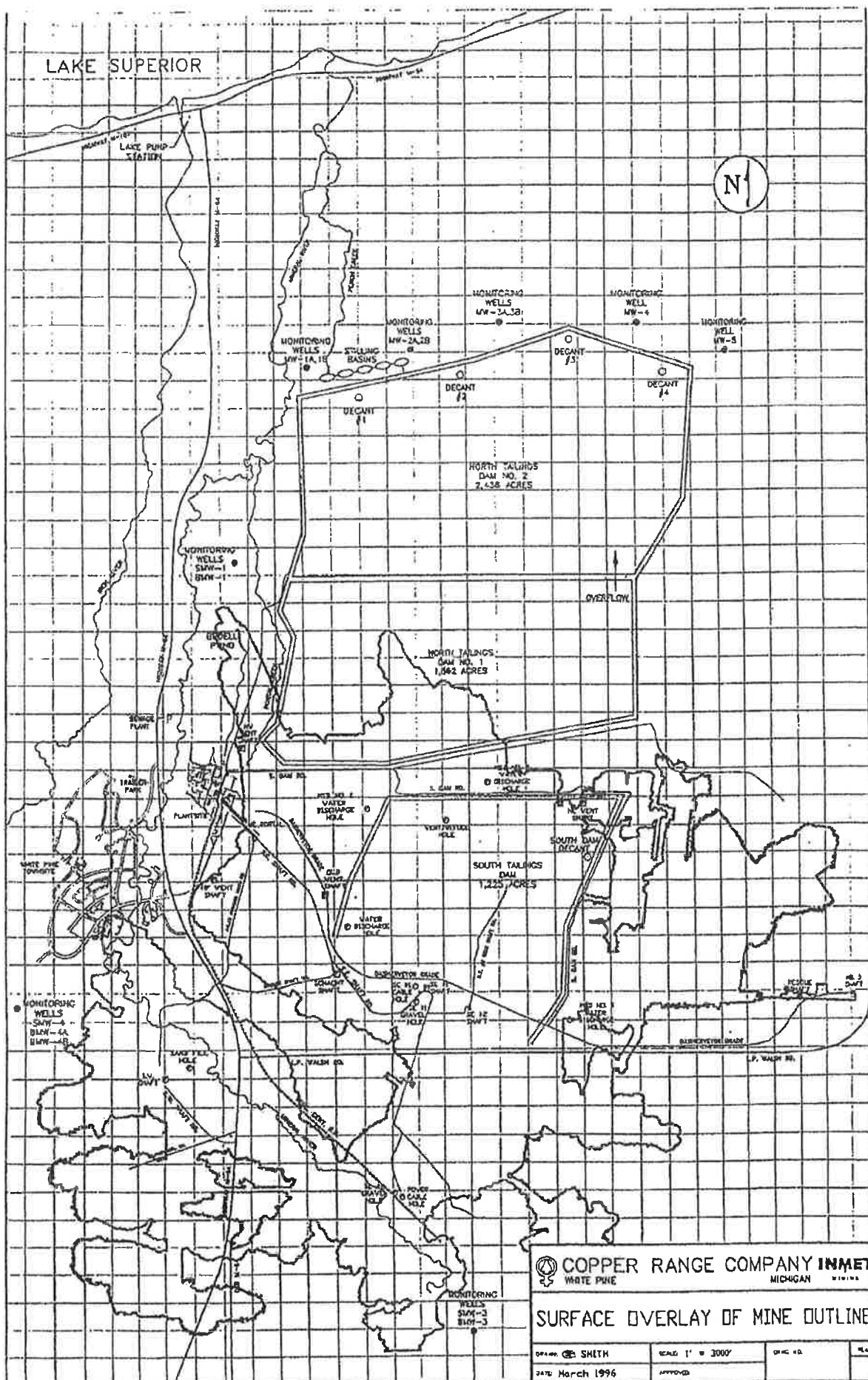
ATTACHMENT E

FINAL SUMMARY REPORT

SITE NAME COPPER RANGE
COUNTY ONTONAGON
Site ID Number 660019

Employee Salaries and Wages .	
Period Covered: 3/1/94 - 9/30/94	\$ 1,437.00
Period Covered: 11/19/94 - 1/25/97 (Project No. 451095)	\$ 37,956.72
Period Covered: 4/20/96 - 1/25/97 (Other Project No's)	\$ 3,163.78
Indirect Dollars	<u>\$ 7,866.30</u>
Sub-Total	\$ 50,423.80
Employee Travel Expenses	
Period Covered: 4/1/97 - 9/30/94	\$ 141.69
Period Covered: 6/28/95 - 1/8/97	<u>\$ 2,593.51</u>
Sub-Total	\$ 2,735.20
Miscellaneous Expenses	
Period Covered: 8/1/96 - 2/5/97	\$ 6,024.18
Attorney General Expenses	
Period Covered: 7/1/96 - 12/31/96	\$ 14,418.00
Total Combined Expenses for Site	<u>\$ 73,601.18</u>

Run Date 2/13/97



STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

JENNIFER M. GRANHOLM, ATTORNEY
GENERAL OF THE STATE OF MICHIGAN,
EX REL, MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiffs,

File No. 97-86913-CE

v

Honorable William E. Collette

COPPER RANGE COMPANY,

Defendant.

James L. Stropkai (P 24588)
Assistant Attorney General
Natural Resources and Environmental Quality Division
300 South Washington Square
Knapps Office Centre #315
Lansing, MI 48913
Telephone: 517/373-7540

Dean R. Massey
Massey, Semenoff, Schwarz, & Bailey, P.C.
The Equitable Bldg, Suite 330
730 Seventeenth Street
Denver CO 80202

STIPULATION & ORDER TO AMEND SECTION VII
(Financial Assurance Mechanism) OF THE CONSENT DECREE

Pursuant to Section XVIII Modifications/Incorporation by Reference
the parties Stipulate and agree that Section VII-Financial Assurance
Mechanism of the Consent Decree entered in the captioned matter on October
27, 1997 shall be amended as follows:

VII. FINANCIAL ASSURANCE MECHANISM

7.1 Defendant shall provide a financial assurance mechanism ("FAM") in a form acceptable to Plaintiff to secure the performance of and to pay for implementation of the response activities required by this Consent Decree.

7.2 At least fifteen (15) days prior to the expiration date of the FAM previously approved by Plaintiff, Defendant shall provide the renewed FAM or a new FAM in a form acceptable to Plaintiff in the amount of Three Million Dollars (\$3,000,000). The Defendant shall adjust the amount of the FAM annually for inflation on the basis of the implicit price deflator for gross domestic product published by the United States Department of Commerce. Such adjustment shall be completed by Defendant no later than March 31 of each year based upon the previous year's inflation rate until the FAM is released pursuant to Section 7.5.

7.3 The FAM may be drawn upon by the MDEQ as provided in this Consent Decree and pursuant to the terms of the FAM. If Defendant fails to complete the response activities required by this Consent Decree, the MDEQ may draw upon the FAM and place the proceeds in an MDEQ approved escrow for the purpose of carrying out the provisions of this Consent Decree.

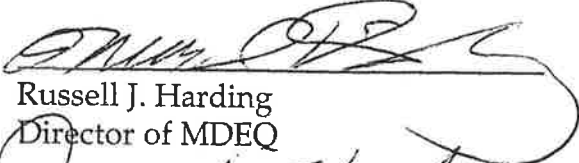
7.4 If the bank or other financial institution fails to renew the FAM, or Defendants fail to obtain a new FAM acceptable to Plaintiffs, Defendant shall place an amount of funds equal to \$3,000,000 adjusted pursuant to Section 7.2 above for the response activities remaining to be performed in an MDEQ-approved environmental escrow for the implementation of remaining response activities required by this Consent Decree at the Facility.

7.5 The FAM shall be maintained in accordance with Section 7.1 and 7.2 through completion of the response activities contained in the Remedial Action Plan required by Section 5.8 and shall be released upon the issuance by MDEQ of all Certificates of Completion for all response activities provided in Section XXVI of this Consent Decree.

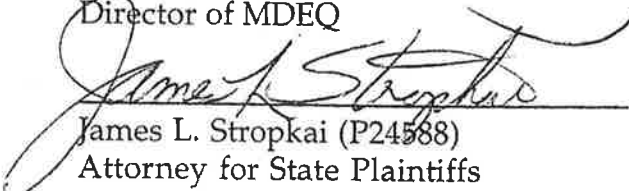
7.6 Defendant has provided a financial assurance mechanism in a form of a Guaranty from INMET Corporation which is included as Attachment D to this Consent Decree to secure performance of and to pay for implementation of the response activities of this Consent Decree. Nothing in this Amendment to Section VII shall affect this Guaranty provided by INMET.

7.7 The Guaranty required under Section 7.6 above shall be released by MDEQ upon issuance of all Certificates of Completion for all response activities required under this Consent Decree.

This amendment of Section VII of the Consent Decree shall become effective upon entry by the Court.



Russell J. Harding
Director of MDEQ



James L. Stropkai (P24588)
Attorney for State Plaintiffs
Assistant Attorney General
Natural Resources and
Environmental Quality Division
300 S. Washington Sq. Ste. 315
Lansing, MI 48913
(517) 373-7540

Defendant's Project Coordinator

Dean R. Massey
Attorney for Defendants
Massey, Semenoff, Schwarz, & Bailey, P.C.
The Equitable Bldg, Suite 330
730 Seventeenth Street
Denver CO 80202

ORDER TO AMEND SECTION VII

At a session of said court, held in Ingham County Circuit Court,
Lansing, Michigan, this _____ day of _____, 2001.

PRESENT: HONORABLE WILLIAM E. COLLETTE
Circuit Court Judge

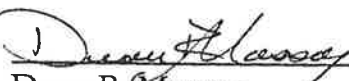
The Court having been advised of all the matters regarding the
Amendment to Section VII-Financial Assurance Mechanism, orders that
Section VII of the Consent Decree dated October 27, 1997 is amended as agreed
to above by the parties.

This amendment of Section VII of the Consent Decree shall become effective upon entry by the Court.

Russell J. Harding
Director of MDEQ

James L. Stropkai (P24588)
Attorney for State Plaintiffs
Assistant Attorney General
Natural Resources and
Environmental Quality Division
300 S. Washington Sq. Ste. 315
Lansing, MI 48913
(517) 373-7540


Defendant's Project Coordinator


Dean R. Massey
Attorney for Defendants
Massey, Semenoff, Schwarz, & Bailey, P.C.
The Equitable Bldg, Suite 330
730 Seventeenth Street
Denver CO 80202

ORDER TO AMEND SECTION VII

At a session of said court, held in Ingham County Circuit Court,
Lansing, Michigan, this 20 day of DECEMBER, 2000

PRESENT: HONORABLE WILLIAM E. COLLETTE
Circuit Court Judge

The Court having been advised of all the matters regarding the
Amendment to Section VII-Financial Assurance Mechanism, orders that
Section VII of the Consent Decree dated October 27, 1997 is amended as agreed
to above by the parties.

IT IS SO ORDERED.

WILLIAM E. COLLETTE

Honorable William E. Collette
Circuit Court Judge

A TRUE COPY
CLERK OF THE COURT
30th JUDICIAL CIRCUIT COURT

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHAEL A. COX, ATTORNEY
GENERAL OF THE STATE OF MICHIGAN,
EX REL, MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiff,

File No. 97-86913-CE
Hon. William E. Collette

v

COPPER RANGE COMPANY,

Defendant.

ORDER TO AMEND CONSENT DECREE ON OCTOBER 27, 1997

At a session of this Court, held in Mason, Ingham County, Michigan, on
April 30, 2003.

PRESENT: Honorable William E. Collette
Circuit Court Judge

The parties having stipulated to amend certain provisions of the Consent Decree entered by this Court on October 27, 1997 and the Court having been fully advised as to all matters regarding the amendment, orders that the Consent Decree, dated October 27, 1997 is amended as agreed to by the parties in the attached Stipulation & Amendment to Consent Decree.

IT IS SO ORDERED.

WILLIAM E. COLLETTE

Honorable William E. Collette
Circuit Court Judge

s:closed cases copper range 9850276 order amend cj

**A TRUE COPY
CLERK OF THE COURT
30th JUDICIAL CIRCUIT COURT**

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHAEL A. COX, ATTORNEY
GENERAL OF THE STATE OF MICHIGAN,
EX REL, MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiff,

File No. 97-86913-CE
Hon. William E. Collette

v

COPPER RANGE COMPANY,

Defendant.

James L. Stropkai (P24588)
Attorney for Plaintiff
Environment, Natural Resources and
Agriculture Division
5th Floor South, Constitution Hall
525 West Allegan
Lansing, MI 48913
(517) 373-7540

Mr. Mark N. Semenoff
Attorney for Defendant
Schwarz Semenoff McNab & Bailey, P.C.
Hudson's Bay Centre
1600 Stout Street, Suite 1700
Denver, CO 80202
(303) 893-1816

**JOINT BRIEF IN SUPPORT OF JOINT MOTION TO
AMEND OCTOBER 27, 1997 CONSENT DECREE**

Both the Plaintiff and Defendant (Parties) are requesting this Court to approve and enter an order to amend various sections of the October 27, 1997 Consent Decree (Consent Decree) entered in the captioned matter. The proposed amendment is attached as Exhibit A to the Parties'

Joint Motion filed in this proceeding. The Court, pursuant to MCR 2.119 and paragraph 1.3 of the Consent Decree has the authority to grant the Parties' request to amend. The Consent Decree was originally entered on October 27, 1997 and covered Copper Range's Mining Facility located at White Pine, Ontonogan County, Michigan. The Consent Decree in general provides for Copper Range to perform various response activities to bring the facility into compliance with Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101 *et seq.* To date, Copper Range has fulfilled its obligation under the Consent Decree.

One of the objectives of Part 201 of NREPA is to encourage redevelopment and reuse of contaminated property that has economic development potential where it is feasible to do so.

MCL 324.20102 provides in pertinent part:

The Legislature hereby finds and declares:

(1) That this part is intended to foster the redevelopment and reuse of vacated manufacturing facilities and abandoned industrial sites that have economic development potential if that redevelopment or reuse assures the protection of the public, health, safety, welfare, and the environment.

Over the last several months the Parties have been discussing amending the Consent Decree to facilitate the reuse of a portion of Copper Range's Facility in Ontonogan County for the growing of plants for use in the pharmaceutical industry. This operation would occur in the underground mine workings of the facility that would be used as growth chambers for the plants. It has been determined that using the mine for this type of operation is feasible and a third party has expressed interest in reaching an agreement with Copper Range to use the underground mine workings for such an operation.

The proposed amendment to the Consent Decree is intended to facilitate the ability of Copper Range to reach an agreement with a third party to use the mine and also to continue to provide the state the necessary financial protection it needs to assure that the response activities

will continue without the use of state money. The most significant change to the Consent Decree is proposed for the financial assurance provision contained in Section VII. In the original Consent Decree, the financial assurance provision required Copper Range to provide a \$3,000,000.00 bond/letter of credit to assure completion of the response activities. In addition, Copper Range's parent, Inmet Corp., was to provide a corporate guarantee to assure Copper Range's compliance. The proposed amendment to Section VII deletes the bond/letter of credit requirement for \$3,000,000.00 and creates a White Pine Mind Contingency Fund. The amendment does however maintain the requirement for a corporate guarantee. The contingency fund created by the amendment, to be funded by a \$50,000 payment from Copper Range, will be invested by a Trust and used to treat mine water that has been projected to become contaminated with brine in approximately 100-150 years. (See paragraph 7 of Exhibit A, attached to Parties' Joint Motion.)

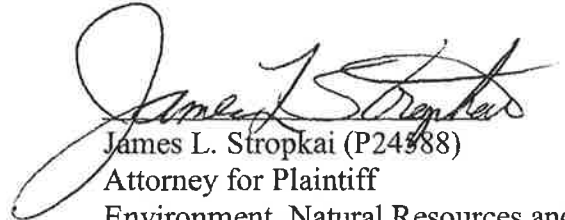
The remaining provisions of the proposed amendment do not materially affect the Consent Decree, but are necessary to conform it with the changes that will occur in Section VII and with the creation of the White Pine Mine Contingency Fund that will become part of the Consent Decree upon entry of an order amending it.

The proposed amendments to the Consent Decree that are contained in Exhibit A attached to the Parties' Joint Motion will not materially impact MDEQ nor will they interfere with the ongoing response activities that are being and will continued to be conducted at the facility. The proposed amendments will however, facilitate the reuse of this facility by allowing Copper Range and a third party to reach agreement for using the underground mine facilities, and fulfill Part 201 of NREPA's objective of reusing or redeveloping contaminated sites where possible.

RELIEF

For the reasons set forth above and as contained in an joint motion to amend the Consent Decree the parties request that the court enter an order amending the Consent Decree as proposed in attached Exhibit A.

Respectfully submitted,



James L. Stropkai (P24588)

Attorney for Plaintiff

Environment, Natural Resources and
Agriculture Division

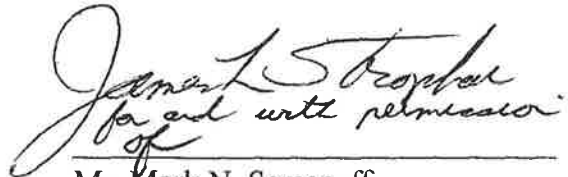
Michigan Department of Attorney
General

5th Floor South, Constitution Hall

525 West Allegan

Lansing, MI 48913

(517) 373-7540



Mr. Mark N. Semenoff

Attorney for Defendant Copper
Range Company

Schwarz Semenoff McNab & Bailey,
P.C.

Hudson's Bay Centre

1600 Stout Street, Suite 1700

Denver, CO 80202

s:closed cases copper range 9850276 brief amend consent decree

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHAEL A. COX, ATTORNEY
GENERAL OF THE STATE OF MICHIGAN,
EX REL, MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiff,

File No. 97-86913-CE
Hon. William E. Collette

v

COPPER RANGE COMPANY,

Defendant.

James L. Stropkai (P24588)
Attorney for Plaintiff
Environment, Natural Resources and
Agriculture Division
5th Floor South, Constitution Hall
525 West Allegan
Lansing, MI 48913
(517) 373-7540

Mr. Mark N. Semenoff
Schwarz Semenoff McNab & Bailey, P.C.
Hudson's Bay Centre
1600 Stout Street, Suite 1700
Denver, CO 80202
(303) 893-1816

JOINT MOTION TO AMEND CONSENT DECREE

NOW COMES Plaintiff Michael A. Cox, Attorney General for the State of Michigan, *ex rel*, Michigan Department of Environment Quality and Defendant Copper Range Company, hereinafter "Parties" by and through their respective counsel, pursuant to MCR 2.119 and jointly

request this Court to enter an order amending various sections of the Consent Decree entered in the captioned matter on October 27, 1997 (Consent Decree) for the following reasons:

1. The Court pursuant to Section 1.3 of the Consent Decree retains jurisdiction over the Parties and the subject matter of this action.

2. The Parties have reached an agreement to amend the Consent Decree for the purpose of facilitating the use and redevelopment of a portion of Copper Range's White Pine Mine Facility, located in White Pine Mine, Ontonagon County, Michigan.

3. A third party has been using a portion of the Copper Range Facility, the underground mine workings, to determine their feasibility for use as growth chambers to grow plants for the pharmaceutical industry.

4. It has been determined that the underground mine workings at the Copper Range Facility can be used for growing pharmaceutical plants.

5. In order to facilitate the reuse of that portion of the Copper Range Facility needed to grow plants or for any other appropriate purpose, the Parties have agreed to amend the October 27, 1997 Consent Decree as set forth in attached Exhibit A.

6. The most significant change to the Consent Decree being proposed in the amendment is to the financial insurance mechanism contained in Section VII of the Consent Decree.

7. The proposed amendment to Section VII consists of deleting Copper Range's obligation to provide a \$3,000,000.00 bond/letter of credit and the addition of a contingency fund to be used for treating brine water that is predicted to become a problem at the mine in 100-150 years.

8. Various other sections of the Consent Decree will also be amended to reflect changes necessary to conform the decree to the changes that will occur in Section VII and with the creation of the White Pine Mine Contingency Fund.

9. The corporate guarantee provided in the Consent Decree by Inmet Corp., the parent of Copper Range that was an integral part of assuring that the state would not be required to cover costs of remedial action at the site will continue as part of the financial protection provided to MDEQ. (See Section VII of Exhibit A.)

10. The proposed amendment to the Consent Decree as contained in Exhibit A will not significantly increase the financial risk to the state nor endanger the public health, safety or the environment.

11. The proposed amendment as contained in Exhibit A will facilitate the reuse and redevelopment of a portion of the Copper Range Facility by third parties and achieve one of the objectives of Part 201 of NREPA.

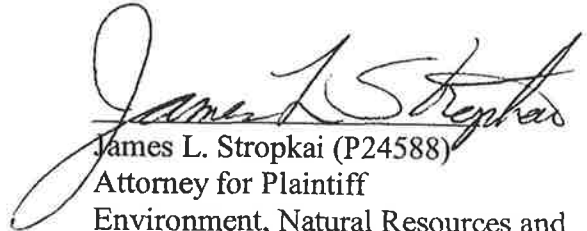
12. MCL 324.20102(l) provides that Part 201 of NREPA is intended to foster redevelopment and reuse of contaminated facilities that have economic development potential so long as the development or reuse assures the protection of the public health, welfare and the environment.

13. The reuse of a portion of the Copper Range Facility meets the criteria set forth by the Legislature for the reuse and redevelopment of contaminated facilities and the proposed amendment to the Consent Decree as contained in Exhibit A will facilitate such redevelopment.

RELIEF

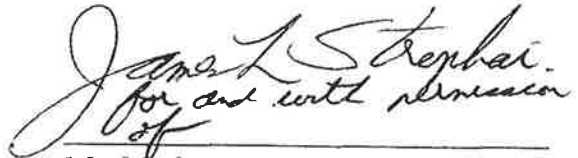
For the reasons set forth above and as contained in the accompanying brief in support, the Parties jointly request that the Court enter an order amending the Consent Decree as contained in attached Exhibit A.

Respectfully submitted,



James L. Stropkai (P24588)
Attorney for Plaintiff

Environment, Natural Resources and
Agriculture Division
Michigan Department of Attorney
General
5th Floor South, Constitution Hall
525 West Allegan
Lansing, MI 48913
(517) 373-7540



for and with permission
of

Mr. Mark N. Semenoff
Attorney for Defendant Copper
Range Company
Schwarz Semenoff McNab & Bailey
Hudson's Bay Centre
1600 Stout Street, Suite 1700
Denver, CO 80202

Dated: March 21, 2003

s:closed cases copper range 9850276 motion amend consent decree

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHAEL A. COX, ATTORNEY
GENERAL OF THE STATE OF MICHIGAN,
EX REL, MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiff,

File No. 97-86913-CE
Hon. William E. Collette

v

COPPER RANGE COMPANY,

Defendant.

James L. Stropkai (P24588)
Attorney for Plaintiff
Environment, Natural Resources and
Agriculture Division
5th Floor South, Constitution Hall
525 West Allegan
Lansing, MI 48933
(517) 373-7540

Mr. Mark N. Semenoff
Schwarz Semenoff McNab & Bailey, P.C.
Hudson's Bay Centre
1600 Stout Street, Suite 1700
Denver, CO 80202
(303) 893-1816

STIPULATION & AMENDMENT TO CONSENT DECREE

Pursuant to Section XVIII Modifications/Incorporation by Reference the parties Stipulate and agree that this Consent Decree entered in the captioned matter on October 27, 1997 shall be amended as follows:

III. STATEMENT OF PURPOSE

3.1 In entering into this Consent Decree, the mutual objectives of Plaintiff and Defendant are: (a) to conduct a Remedial Investigation to determine the nature and extent of contamination and any threat to the public health, safety and welfare, or the environment caused by the release or threatened release of hazardous substances from the Facility; (b) to select a satisfactory remedial action that satisfies the requirements of MCL 324.20118, MCL 324.20120a, MCL 324.20120b and MCL 324.20120d; (c) to develop detailed plans for implementing the selected remedial action through the preparation of an approved RAP; (d) to remediate releases or threatened releases of hazardous substances in accordance within the approved RAP or approvals for IRA, through the implementation of the selected remedial action; (e) to submit and implement a closure plan for the underground workings of the mine which addresses any release or threat of release from such underground workings; (f) to reimburse the MDEQ for past response activity costs incurred by the State and future oversight costs to be incurred by the State; and (g) to provide financial assurance by means of a Corporate Guaranty from INMET Mining Corporation, the majority shareholder of Copper Range Company, or other financial assurance mechanism proposed by Defendant that is acceptable to MDEQ.

3.2 The activities conducted under this Consent Decree are subject to approval by the MDEQ. Defendant shall provide all appropriate and necessary information for the RI, for Defendant's selection of a remedial action, for the development of the RAP, and for the implementation of the remedial action, that is consistent with Part 201 of NREPA, MCL 20101 *et seq*; the Part 201 Rules, AACRS R 299.5101 *et seq*; and other applicable state and federal environmental laws as set forth in MCL 324.20118.

IV. DEFINITIONS

4.1 "Consent Decree" means this Consent Decree and any attachment hereto, including any future modifications, and any reports, plans, specifications and schedules required by the Consent Decree which, upon approval of the MDEQ, shall be incorporated into and become an enforceable part of this Consent Decree.

4.2 "Covered Matters" means the performance of Interim Response Activities ("IRA"), all activities specified in Paragraph 5.7, development and implementation of the Remedial Investigation, ("RI"), preparation and design of the Remedial Action Plan ("RAP") and implementation of the selected remedy in accordance with the RAP, payment of MDEQ past response activity costs and future oversight costs and any other response actions undertaken hereunder to remediate releases and threatened releases of hazardous substances.

4.3 "Defendant" means the Copper Range Company, a Delaware Corporation.

4.4 "Director" means the Director of the MDEQ or his or her designee.

4.5 "Facility" means the Property identified in Attachment A and any area, abandoned structures, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of Section 20120a(1)(a) or (17) of NREPA, MCL 324.20120a(1)(a) or (17) has been released, deposited, disposed from the Property or otherwise comes to be located as a result of the release, deposit or disposal of such hazardous substances from the Property.

4.6 "Interim Response Activity" means the cleanup or removal of released hazardous substances from the environment or the taking of such other actions, prior to the selection of a remedial action, as may be necessary based on results of studies or other information developed pursuant to this Consent Decree, to prevent, minimize, or mitigate injury to the public health, safety, welfare, the environment, or natural resources, which injury might otherwise result from a release of a hazardous substance. The term also means the taking of other such actions as may be necessary to prevent, minimize, or mitigate the potential release of a discarded hazardous substance.

4.7 "Parties" means the Plaintiffs and Defendant.

4.8 "Plaintiffs" mean Michael A. Cox, Attorney General, of the State of Michigan, *ex rel*, and the Michigan Department of Environmental Quality.

4.9 "Property" means the property located at White Pine, Ontonagon County and described in the legal description provided in Attachment A.

4.10 "Underground Workings" means those portions of the White Pine Mine Facility starting at the entrances (i.e. mine openings at the ground surface) of the tunnels and shafts from which the ore was extracted and all such tunnels, connecting tunnels and shafts excluding, however, exploratory bore holes, soils and aquifers impacted by the above ground operations of the mine, general works buildings, surrounding soils and fill, the shaft entrance buildings and their surrounding soils and fill and underground utilities that serviced the above ground structures of the mine.

4.11 All other terms used in this Consent Decree which are defined in Part 201 of NREPA and the Part 201 Rules shall have the same meaning in the Consent Decree as in Part 201 of NREPA and its rules.

VII. FINANCIAL ASSURANCE MECHANISM

7.1 Defendant shall provide a financial assurance mechanism in a form of a Guaranty, attached hereto as Attachment D to secure performance of and to pay for all obligations of Copper Range under this Consent Decree for Covered Matters including without limitations, payments of all amounts which are or may become due under its terms.

7.2 The parties agree that there shall be no reevaluation of the Inmet Corporate Guaranty until January, 2011. The parties in January 2011 may commence a reevaluation of the Inmet Corporate Guaranty to determine if it is feasible to replace the portion of the Guaranty covering the Underground Workings of the White Pine Mine Facility with another financial assurance mechanism.

7.3 The financial assurance mechanism required for approval of the RAP for the White Pine Mine Facility may be the Inmet Corporate Guaranty, but only to the extent it meets the statutory requirement of MCL 324.20120b(3)(e) and its applicable rules subsequent to January, 2011.

7.4 The Guaranty required under Section 7.1 above and the financial assurance mechanism required for RAP approval by MCL 324.20120b(3)(e) and its implementing rules shall be released by MDEQ upon issuance of all Certificates of Completion for all response activities required under this Consent Decree.

7.5 Copper Range shall make a one time payment to fund the White Pine Mine Contingency Fund required to be established pursuant to the attached agreement entitled "White Pine Mine Contingency Fund Agreement" (Exhibit E) within one hundred and eighty (180) days of the effective date of this amendment to the Consent Decree. The White Pine Mine Contingency Fund shall be established in the amount of fifty thousand dollars (\$50,000) and used exclusively for the purposes contained in the White Pine Mine Contingency Fund Agreement.

7.6 Upon payment of \$50,000 to establish the White Pine Mine Contingency Fund, the bond provided for in the December 20, 2000 amendment to Section VII of the Consent Decree shall be released. Until the bond is released, it shall remain available for use by MDEQ as provided in the December 20, 2000 amendment.

X. PROJECT COORDINATORS AND COMMUNICATIONS/NOTICES

10.1 Defendant's project coordinator shall be Jochen Tilk. The MDEQ's project coordinator is Robert Delaney. Whenever notice is required to be given or a communication, report, sampling data, analysis of data or other technical submission is required to be forwarded by one party to the other party under this Consent Decree, or whenever other communications between the parties is needed, such communication shall be directed to the designated project coordinator at the below listed addresses. If any party changes its designated project coordinator,

the name, address, and telephone number of the successor shall be provided to the other party, in writing, as soon as practicable.

As to the MDEQ:

- A. For all matters specified in this Consent Decree that are to be directed to the Director:

Chief, Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926
Telephone: 517-335-1104
FAX: 517-373-2637

Via courier:

Constitution Hall, 4th Floor, South Tower,
525 West Allegan Street
Lansing, MI 48909-7926

A copy of all correspondence that is sent to the Chief of the RRD shall also be provided to the MDEQ project coordinator designated in Paragraph 10.1D.

- B. For Record Retention pursuant to Section XIV, and questions concerning financial assurance matters pursuant to Section VII:

Chief, Compliance and Enforcement Section
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926
Telephone: 517-373-7818
FAX: 517-373-2637

Via courier:

Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933

A copy of all correspondence that is sent to the Chief of the Compliance and Enforcement Section, RRD, shall also be provided to the MDEQ Project Coordinator designated in Paragraph 10.1D.

- C. For all payments pertaining to this Consent Decree:

Revenue Control Unit
Financial and Business Services Division
Michigan Department of Environmental Quality
P.O. Box 30657
Lansing, MI 48909-8157

Via courier:
Constitution Hall, 5th Floor, South Tower
525 West Allegan
Lansing, MI 48933

To ensure proper credit, all payments made pursuant to this Consent Decree must reference the Copper Range Co. Settlement, and the MDEQ Reference No. 97-86913-CE.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDEQ Chief of the Compliance and Enforcement Section designated in Paragraph 10.1B, and the project coordinator designated in Paragraph 10.1D.

D. For all other matters pertaining to this Consent Decree:

Robert Delaney, Project Coordinator
Remediation and Redevelopment Division
Program Support Section
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926
Telephone: 517-373-7406
FAX: 517-373-9657

Via courier:
Constitution Hall, 4th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933

As to Defendant:

Mr. Jochen E. Tilk, President
Copper Range Company
330 Bay Street, Suite 1000
Toronto, Ontario M5H 2S8
CANADA
Telephone: 416-860-3972
Fax: 416-368-4692

Notices shall also go to:

Mr. Mark N. Semenoff
Schwarz Semenoff McNab & Bailey, P.C.
Hudson's Bay Centre
1600 Stout Street, Suite 1700
Denver, CO 80202
Telephone: 303-893-1816
FAX: 303-893-1829

Consultant:

Mr. Mike Cooper, Senior Consultant
McCulley Frick & Gilman
4900 Pearl East Circle, Suite 300W
Boulder, CO 80301
Telephone: 303-447-1823
Fax: 303-447-1836

10.2 Defendant's project coordinator(s) shall have primary responsibility for overseeing the implementation of the response activities and other requirements specified in this Consent Decree.

10.3 The MDEQ may designate other authorized representatives, employees, contractors, and consultants to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree.

XXII STIPULATED PENALTIES

22.1 Except as provided by Sections XIX and XX, if Defendant fails or refuses to comply with the following terms or conditions of this Consent Decree, Defendant shall pay the MDEQ stipulated penalties in the following amounts for each day for every failure or refusal to comply or conform:

(a) Paragraph 5.5 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to implement an IRA within the timeframe specified in its approved workplan, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(b) Paragraph 5.6 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to implement the RI workplan in accordance with the timeframe required in said paragraph and Attachment B, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(c) Paragraph 5.7 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to submit or implement the Closure Plan within the timeframes required in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(d) Paragraph 5.8 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to submit or implement the Remedial Action Plan within the timeframes required in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(e) Paragraph 5.9 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to file the restrictive covenant and notice required by said paragraph within the timeframes specified in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(f) Paragraph 5.10 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to implement any institutional controls required by the approved RAP within the timeframes specified in the approved RAP, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(g) Paragraph 6.3 \$1500 per day for each of the first fifteen (15) days for failure to submit, implement or comply with a plan for Additional Response Activities within the timeframes specified in said paragraph or to implement the plan within the time provided in the schedule contained in the approved plan, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(h) Paragraph 7.3 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to provide, maintain or adjust the amount of the financial assurance mechanism required by the Consent Decree, MCL 324.20120b(3)(e), and its implementing rules for RAP approval, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(i) Paragraph 7.6 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to make the one time payment of \$50,000 to fund the White Pine Mine Contingency Fund and enter into the White Pine Mine Contingency Fund Agreement attached as Exhibit E within the timeframes specified in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(j) Paragraph 8.1 Defendant shall pay a stipulated penalty of \$1500 per day for each calendar day that it fails to retain a qualified consultant within the timeframe described in said paragraph.

(k) Paragraph 8.2 Defendant shall pay a stipulated penalty of \$1500 per day for each calendar day that it fails to provide a copy of this Consent Decree to the requisite persons within the timeframes specified in said paragraph.

(l) Paragraph 9.3 and Section XVI. Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to provide the MDEQ with final sampling results as required in Paragraphs 9.3 and Section 16, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$5,000 per day for each succeeding day.

(m) Paragraph 11.1 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to provide access as required in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(n) Paragraph 12.1 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to notify MDEQ's Project Coordinator or the PEAS system as required by said paragraph, or to undertake those actions or response activities selected by the Department that are necessary to prevent or abate any release, threat of release or endangerment within the time period specified in MDEQ's Consent Decree, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(o) Paragraph 14.1 Defendant shall pay a stipulated penalty of \$500 per day for each calendar day that it fails to preserve and retain records in accordance with the timeframes specified in said paragraph.


(p) Paragraph 15.3 Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to resubmit the submissions within the timeframes specified in said paragraph, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$5,000 per day for each succeeding day.

(q) Paragraph 17.4 Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to secure and maintain general liability insurance in accordance with the requirements in said paragraph, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$5,000 per day for each succeeding day.


(r) Paragraph 21.1 Defendant shall pay a stipulated penalty of \$1500 per day for each of the first fifteen (15) days for failure to make payment for past response costs within the timeframe specified in said paragraph, \$2500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$10,000 per day for each succeeding day.

(s) Paragraph 21.4 Defendant shall pay a stipulated penalty of \$500 per day for each of the first fifteen (15) days for failure to make payment for reimbursement of Oversight Costs lawfully incurred by the State within the timeframe specified in said paragraph, \$1500 per day for the sixteenth (16th) through the thirtieth (30th) day, and \$5,000 per day for each succeeding day.

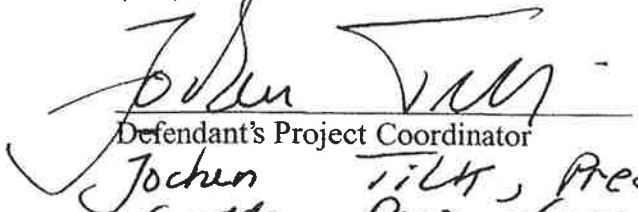
This amendment of Sections III, IV, VII, X and XXII of the Consent Decree shall become effective upon entry by the Court.



Jim Sygo, Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

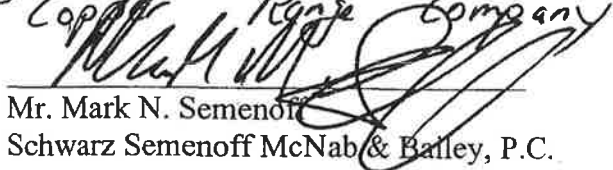


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Jochen Tilt, President
Copper Range Company

Defendant's Project Coordinator



Mr. Mark N. Semenov
Schwarz Semenov McNab & Bailey, P.C.
Hudson's Bay Centre
1600 Stout Street, Suite 1700
Denver, CO 80202

Exhibit E

WHITE PINE MINE CONTINGENCY FUND AGREEMENT

This Contingency Fund Agreement (Agreement) is entered into on _____ by and between the Copper Range Company, a Delaware Corporation with its principal place of business in White Pine, Michigan (Copper Range) and the Michigan Department of Environmental Quality (MDEQ);

Whereas, Copper Range entered into a consent decree in the matter of Frank J. Kelley et al v Copper Range Co., Ingham County Circuit Court Docket Number 97-86913-CE on October 29, 1997, and amended on December 20, 2000, and amended again on _____ (Consent Decree) with the state of Michigan pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The Consent Decree requires Copper Range to perform certain response activities at the Copper Range Company facility (Facility), as identified in the Consent Decree, that are necessary to assure the protection of the public health, welfare, safety, and the environment.

Whereas, Inmet Mining Corp., a Canadian Corporation with its principal place of business in Toronto, Canada ("Inmet") is the majority shareholder of Copper Range and has provided a Corporate Guaranty on behalf of Copper Range to secure and guarantee performance of the obligations of Copper Range under the Consent Decree;

Whereas, Copper Range has received approval for the Closure Plan of its solution mining operation on June 17, 1999, which is subject to the provisions of Parts 31 and 201 of the NREPA, and the administrative rules promulgated thereunder;

Whereas, necessary response activities at the Facility include the design, construction, monitoring, operation and maintenance, and oversight in perpetuity of a pump and treat system (Containment System) to prevent water contaminated with brine from being released at the Facility;

Whereas, through an agreement to enhance the long term effectiveness and integrity of the Containment System, Copper Range shall provide a one time payment for the purpose of establishing a Contingency Fund for use by the MDEQ.

Now, therefore, Copper Range and the MDEQ agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Containment System" means the pump and treat system, bulkheads and all other associated structures, necessary to prevent the recharge of the shallow usable aquifer from brine impacted waters emanating from deeper in the mine by maintaining water levels in the mine at or below 779 feet Mean Sea Level.

- (b) The terms "Contingency Fund", "Fund", or "White Pine Mine Contingency Fund" means the contingency fund required to be established by this Agreement.
- (c) The term "Corporate Guaranty" means the corporate guaranty provided by Inmet, on behalf of Copper Range, as set forth in the Consent Decree.
- (d) The term "MDEQ" means the Director of the Michigan Department of Environmental Quality or his or her designee, of any successor department or agency or his or her authorized representative.
- (e) The term "Parties" means Copper Range and the MDEQ.
- (f) If a trust fund is selected by the Parties to satisfy the terms of this Agreement, the term "Trustee" shall mean the person selected by the MDEQ to manage the trust fund.

Section 2. Purpose of Contingency Fund

The Contingency Fund created pursuant to this Agreement is necessary to assure the future effectiveness and integrity of the Containment System to be performed by Copper Range. Except as provided in Section 9 of this Agreement, the Contingency Fund shall be in a financial mechanism mutually agreed upon by the Parties for use of the MDEQ in the design, construction, monitoring, operation and maintenance, and oversight of the Containment System at the Facility.

Section 3. Establishment of Contingency Fund

The Parties agree that a Contingency Fund shall be established within 180 days of the effective date of this Agreement. The Contingency Fund shall be established by a one time deposit of fifty thousand dollars (\$50,000) by Copper Range into a dedicated interest accruing financial mechanism mutually agreed upon by the Parties. The intent of the Parties is that this account be established with minimum administrative fees and minimum investment risk in order to maximize the monies available and the reliability of the Fund to assure the effectiveness and integrity of the Containment System in perpetuity. The account will be established and maintained as a private investment.

Section 4. Authority to Disburse Contingency Fund

The Contingency Fund shall be for the exclusive use and benefit of the MDEQ as beneficiary to assure funds are available in perpetuity for the design, construction, monitoring, operation and maintenance, and oversight of the Containment System. Funds contained in the Contingency Fund shall not be disbursed by any party without the express written approval of the MDEQ. All income and interest earned on the money in the Contingency Fund shall be used for the purposes established in this Agreement.

Section 5. Establishment of Contingency Fund via Trust Agreement

The Deposit may be deposited into any financial mechanism with the written approval of the MDEQ. Copper Range may elect to place the Deposit into a trust fund and enter a trust agreement substantially similar the model trust agreement attached as Exhibit 1 in order to satisfy the terms of this Agreement. If a trust fund is selected by Copper Range, the parties shall designate a mutually agreed upon Trustee. The Deposit into such trust fund, together with all earnings and profits thereon, less any MDEQ-approved payments made to the Trustee shall constitute the Contingency Fund. Once the trust fund is established, the State may, at its sole discretion, modify the Contingency Fund to reduce any potential financial risk to the State based upon this Facility. However, any such modification to the Contingency Fund by the State shall not create any additional obligations for Copper Range under this Agreement or the Consent Decree.

Section 6. Payment for Design, Construction, Monitoring, Operation and Maintenance, and Oversight of the Containment System

Except as otherwise set forth in Section 9 of this Agreement, the Contingency Fund is established and is intended to be used solely to provide for the payment of costs to design, construct, monitor, operate and maintain, and provide oversight of the Containment System in perpetuity in the event Copper Range and the Corporate Guarantee required by the consent decree do not assure the effectiveness and integrity of the response activities at the Facility. Upon the written request of the MDEQ, the Trustee shall make payments and disbursements to the MDEQ or other persons, in accordance with the directions of the MDEQ. No payment or disbursement may be made from the Fund without the prior written approval from the MDEQ. The control and disbursements from the Contingency Fund shall be at the sole discretion of the MDEQ and the Trustee.

Section 7. Trustee Management

If a trust fund is selected by Copper Range to fulfill its obligations under this Agreement, the Trustee shall invest and reinvest the principle and income of the Contingency Fund, as required by the procedures described in the attached trust agreement and will take into account any instructions which the MDEQ shall communicate from time to time to the Trustee in writing. Assuming the ability of Copper Range and Inmet to fulfill their obligation under the Consent Decree it is not anticipated that moneys from the Contingency Fund will be necessary for use on the Containment System for several decades. The moneys of the Contingency Fund shall be invested to reflect this long term investment window.

Section 8. Valuations of Fund.

The Trustee shall upon written request furnish to Copper Range and MDEQ, a written statement of the current value of the Contingency Fund. An annual statement of the current value of the Contingency Fund shall also be provided to the Parties.

Section 9.

The Parties understand and agree that Copper Range is primarily responsible for assuring compliance with the obligations of the Consent Decree relative to design, construction, monitoring, operation and maintenance, and oversight of the Containment system and that Inmet has guaranteed compliance as provided in the Corporate Guaranty as set forth in the Consent Decree. Except as otherwise provided in this Section, the Contingency Fund is solely for use by the MDEQ in the event Copper Range can no longer fulfill its obligations under the Consent Decree and the Corporate Guaranty no longer exists for fulfilling the obligations of Copper Range at the Facility.

In the event the MDEQ determines that the White Pine Mine Contingency Fund contains sufficient funds from an actuarial standpoint to fund in perpetuity the construction, maintenance and operation of the Containment System, the MDEQ may use such additional funds from the White Pine Mine Contingency Fund to perform obligations contained in the Consent Decree or authorize Copper Range to use such additional funds to perform response activities at the Facility.

Section 10.

Any funds remaining in the Contingency Fund after the issuance of all certificates of completion for all response activities required under the Consent Decree shall be placed into the Cleanup and Redevelopment Fund established by Section 20108 of the NREPA or an appropriate successor fund and used for response activities that protect the public health, safety, and welfare, and the environment.

FOR COPPER RANGE by:

Name: Jochen Tilk

Title: President

Date: March 13, 2003

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 13th day of March, 2003, by Jochen Tilk, the PRESIDENT of Copper Range Company, a Delaware corporation, on behalf of the corporation, named in the foregoing instrument.

Steven Astritis
STEVEN ASTRITIS Notary Public
PROVINCIAL OFFICER County, Michigan
My Commission Expires: 12/31/2006

FOR THE MDEQ by:

Jim Sygo

Name: Jim Sygo

Title: Division Chief

Date: 3/20/03

STATE OF Michigan

) SS.

COUNTY OF Ingham

The foregoing instrument was acknowledged before me this 20th day of March, 2003, by Jim Sygo, the Chief of the Remediation and Redevelopment Division, on behalf of the MDEQ named in the foregoing instrument.

Linda S. Daniel
Linda S. Daniel Notary Public
Ingham County, Michigan
My Commission Expires: 1-2-07

LINDA S. DANIEL
Notary Public, Ingham Co., MI
My Comm. Expires Jan. 2, 2007

Exhibit 1

The Trust Agreement must be worded as follows, except brackets are to be replaced with the relevant information and the brackets deleted, and the empty blank lines filled in.

TRUST AGREEMENT

Trust Agreement, the "Agreement," entered into as of _____ by and between Copper Range (the "Grantor"), **[classification of Trustee]** (the "Trustee") and the Director of the Michigan Department of Environmental Quality, or his or her designee, (MDEQ) (the "Beneficiary").

Whereas, the Beneficiary, as a component of the necessary financial assurance required by Part 201 of the NREPA, MCL 299.601 et seq., and the consent decree entered by and between Copper Range, and the MDEQ on October 29, 1997, and amended on December 20, 2000, (Case No. 97-86913-CE) requires that the Grantor, provide, through a financial mechanism acceptable to the MDEQ, funding as required under the White Pine Mine Contingency Fund Agreement entered between Copper Range Company (Copper Range), Inmet Mining Corporation (Inmet), and the MDEQ, a copy of which is attached.

_____, ID # _____;
and,

Whereas, the Grantor has elected to establish a trust fund ("Trust" or "Fund") to provide all or part of such financial assurance for the "limited" category site, as the various limited cleanup categories are defined in Section 20120a(f)-(j) of Part 201 of the NREPA identified herein; and,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the Trustee under this Agreement; and,

Whereas, the Director approves the Trustee as selected by the Grantor; and

Whereas, the Trustee is willing to act as Trustee;

Now, therefore, the Grantor and Trustee agree as follows:

I. DEFINITIONS

A. The term "Director" means the duly appointed and acting Director of the MDEQ or any successor department or agency or his or her authorized representative.

B. The term "Fiduciary" means any person who exercises any power of control, management, or disposition or renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of this trust fund, or has any authority or responsibility to do so, or who has any authority or responsibility in the administration of this trust fund.

C. The term "Fund" or "Trust" means the account by which deposits and earnings are maintained.

D. The term "Grantor" means Copper Range Company and any successors or assigns of the Grantor.

E. The term "Trustee" means the Trustee who enters this Agreement and any successor or assigns of the Trustee.

F. The term _____ refers to the agreement between the State and _____ pursuant to _____ site, statute and rule for limited category cleanups.

G. All other terms used in this Agreement which are defined in Part 201 of the NREPA and or the rules promulgated thereunder, shall have the same meaning in the Agreement as in Part 201 of the NREPA and its rules.

II. AMOUNT OF TRUST

The Grantor shall provide for financial assurance in the form of a Trust as required by _____.

The Trust shall be secured in the amount of _____.
The Trust shall be revised and maintained in accordance with _____

III. NOTICES

All notices, deliveries, or other communications required or permitted hereunder shall be deemed given when sent by facsimile transmission and confirmed by certified or registered mail addressed as follows:

- (A) [TRUSTEE NAME]
[ADDRESS]

[CITY, STATE, ZIP CODE]
[TELEPHONE NO.]
[FAX NO.]

(B) for work plan and invoice review to:
Robert Delaney, Project Manager
Field Operation Section
Remediation and Redevelopment Division
Department of Environmental Quality
P.O. Box 30426
Lansing, Michigan 48909-7926
Telephone No.: _____
FAX No.: _____

for escrow review and/or financial issues to:
David Koski, Accounting Specialist
Compliance and Enforcement Section
Remediation and Redevelopment Division
Department of Environmental Quality
P.O. Box 30426
Lansing, Michigan 48909-7926
Telephone No.: 517-373-4818
FAX No.: 517-241-9581

(C) [FINANCIAL GUARANTOR]
ATTN:
[ADDRESS]
[CITY, STATE, ZIP CODE]
[TELEPHONE NO.]
[FAX NO.]

The site name and identification number shall be included on the notice.

IV. ESTABLISHMENT OF FUND

The Grantor and the Trustee hereby establish a trust fund, hereafter known as the "Trust" for the use and benefit of _____ with the intent

_____. The Fund is established initially as consisting of the cash and securities (hereinafter referred to as "Trust Assets") described in attached Exhibit A, all of which are acceptable to the Trustee. Such Trust Assets or any other assets subsequently transferred to the Trustee are collectively referred to as the "Fund", together with

all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund will be held by the Trustee, in Trust, as hereinafter provided. The Trustee undertakes no responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments required to be made by the Grantor to the Trustee or for payments required of the Grantor to discharge any liabilities of the Grantor as required by the Act or any condition of settlement.

V. SECURITY PERFORMANCE OF REMEDIAL ACTION

The Fund so established shall be used solely to:

(A) Secure the performance of and provide funding to pay for, or reimburse the Grantor for paying for, operation and maintenance, oversight monitoring and other necessary costs to secure the effectiveness and integrity of the response activity to be implemented under

of the _____.

(B) Reimburse the MDEQ for providing funding to pay for operation and maintenance, oversight, monitoring, and other costs necessary to secure the effectiveness and integrity of the response activity set forth in the _____ to be implemented under _____ of the _____.

(C) Disburse to the Grantor excess funds as determined by the MDEQ authorized representative not to be required as part of this Trust.

Any payment made to the Grantor to reimburse the Grantor as provided in Section V(A) above shall only be made:

1) When the amount of the Trust Assets exceed the amount set forth in Section II of the Agreement as revised in accordance with Section VII of the _____ and

2) With the written instruction of the MDEQ as required by Section XV of this Agreement.

VI. PAYMENTS COMPRISING THE FUND

Payments made to and Trust Assets placed with the Trustee by the Grantor shall consist of cash and/or direct obligations of the United States of America or the State of Michigan, or obligations the principal and interest of which are

unconditionally guaranteed by the United States of America or the State of Michigan, or certificates of deposit of any financial institution to the extent insured by an agency of the United States Government which certificates shall mature not later than one year from the date of deposit. Notice of payment are to be sent to the MDEQ, Remediation and Redevelopment Division, Enforcement and Cost Recovery Unit.

VII. TRUSTEE MANAGEMENT

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with investment guidelines and objectives communicated in writing to the Trustee from time to time by the Grantor, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee or any other fiduciary will discharge his duties with respect to the Fund solely in the interest of the participants and the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matter, would use in the conduct of an enterprise of a like character and with like aims, except that:

(A) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee or any other financial institution to the extent insured by an agency of the United States Government which time and demand deposits shall mature not later than one year from the date of the investment;

(B) The Trustee is authorized to invest the Fund in direct obligations of the United States of America or the State of Michigan, or in obligations the principal and interest of which are unconditional guaranteed by the United States of America or State of Michigan; and

(C) The Trustee is authorized to hold cash while awaiting investment or distribution uninvested for a reasonable time without liability for the payment of interest thereon.

VIII. COMMINGLING AND INVESTMENTS

The Trustee is expressly authorized in its discretion to transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein so long as such management does not conflict with the

requirements of this Fund. To the extent of the equitable share of the Fund in any such commingled trust, such commingled trust will be part of the Fund.

IX. EXPRESS POWERS OF TRUSTEE

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(A) To make, execute, acknowledge and deliver any and all documents of transfers and conveyances and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(B) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentally thereof, with a Federal Reserve bank, but the books and records of the Trustee will at all times show that all such securities are part of the Fund;

(C) To deposit any cash in the Fund in interest-bearing accounts maintained or saving certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the United States Government; and

(D) To comprise or otherwise adjust all claims in favor of or against the Fund.

X. TAXES AND EXPENSES

All taxes of any kind that may be assessed or levied against or in respect of the Fund and monthly maintenance fee incurred by the Fund will be paid from the Fund. Said fee schedule is Attachment _____. All other expenses incurred by the Trustee in connection with the administration of this Fund, and all other proper charges and disbursements of the Trustee will be paid from the Fund (excluding attorney's fee). *Notwithstanding the foregoing, it is the express obligation of the Grantor and the Grantor agrees to pay directly to the Trustee for the benefit of the Fund, on demand, any and all taxes, expenses, costs and fees occasioned by virtue of the Fund so as to maintain, according to Section II hereof, the level,*

amount and value of the Trust Assets exclusively available for the purposes for which the Fund has been created; provided further, that should the Trustee utilize any portion of the Fund for costs, expenses, fees, taxes and the like, the Grantor shall forthwith add to the Fund such assets as will return the Fund to the level, amount and valuation required by Section II, notwithstanding such disbursements by the Trustee.

XI. ACCOUNTING FOR THE TRUST

The Trustee shall keep all records of this Trust on a calendar-year basis. The Trustee shall make a monthly accounting to the parties designated in Section III within thirty days following the close of the period designated or portion thereof during which this Trust is operative.

The accounting shall show in reasonable detail the following:

1. the total funds deposited into the Trust;
2. accrued earnings on the funds deposited into the Trust;
3. the amount of the Response Activity Costs that have been paid out of the Trust; and
4. the remaining balance of the Trust.

XII. ADVICE OF COUNCIL

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel. Charges billed by counsel are included as part of the monthly Trust maintenance fee.

XIII. TRUSTEE COMPENSATION

The Trustee will be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor. See Attachment ____ for fee schedule.

XIV. SUCCESSOR TRUSTEE

Upon the written agreement of the Grantor and MDEQ authorized representative, with ninety (90) days written notice to the Trustee, the Grantor may replace the Trustee. The Trustee may resign after the giving of ninety (90) days written notice to the Grantor and the MDEQ authorized representative. In either event, the Grantor will appoint a successor Trustee who will have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of the appointment by the successor Trustee, the Trustee will assign, transfer and pay over to the successor Trustee, the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the Fund in writing sent to the Grantor, the MDEQ authorized representative, and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section will be paid as provided in Section X.

XV. INSTRUCTIONS TO THE TRUSTEE

All orders, requests, and instructions by the MDEQ authorized representative to the Trustee will be in writing, signed by the MDEQ authorized representative and the Trustee shall act and in so acting will be fully protected if acting in accordance with such orders, requests, and instructions. The Trustee will have the right to assume, in the absence of a written notice, a change or a termination of the authority to act on behalf of the Grantor or the MDEQ authorized representative hereunder has occurred. The Trustee will have no duty to act in the absence of such orders, requests, and instructions from the MDEQ authorized representative, except as provided for herein.

XVI. AMENDMENT OF AGREEMENT

This Trust Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the MDEQ authorized representative, or by the Trustee and the MDEQ authorized representative if the Grantor ceases to exist.

XVII. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Trust Agreement as provided in Section 15, this Fund will be irrevocable and will continue until terminated by the written agreement of the Grantor, the Trustee, and the MDEQ authorized

representative or by the Trustee and the MDEQ authorized representative if the Grantor ceases to exist.

If the Fund is terminated based upon the MDEQ authorized representative's determination that the Fund is no longer required under the Act or any successor statute, all remaining Trust Assets less final trust administrative expenses shall be delivered to the Grantor.

If the Trust is terminated for any other reason, the Trust Assets less final trust administrative expenses shall be distributed as directed by the MDEQ authorized representative.

XVIII. IMMUNITY AND INDEMNIFICATION

The Trustee will not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Fund, or in carrying out any directions by the MDEQ authorized representative issued in accordance with this Agreement.

The Trustee will be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense.

XIX. CHOICE OF LAW

This Trust Agreement will be administered, construed and enforced according to the laws of the State of Michigan.

XX. INTERPRETATION

As used in this Trust Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement will not affect the interpretation or the legal efficacy of this Agreement.

In witness whereof the parties have cause this Agreement to be duly executed as of the date first above written. The parties below certify that the

wording of this Agreement is identical to the wording specified by the MDEQ authorized representative as of the date of execution of the Agreement.

FOR THE GRANTOR

By: _____

Name: _____ (Date)

Title: _____

FOR THE TRUSTEE

By: _____

Name: _____ (Date)

Title: _____

FOR THE MDEQ AUTHORIZED REPRESENTATIVE (as beneficiary)

By: _____

Name: _____ (Date)

Title: _____

STATE OF _____) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 199__), by _____, the _____ of _____, a _____ corporation, on behalf of the corporation, the Grantor named in the foregoing instrument.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

STATE OF _____) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 199__), by _____, the _____ of _____, a _____ corporation, on behalf of the corporation, the Grantor named in the foregoing instrument.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

STATE OF _____) SS.
COUNTY OF _____)
_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 199__), by _____, the _____ of _____, a _____ corporation, on behalf of the corporation, the Grantor named in the foregoing instrument.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____

Grantor: _____
Site: _____
ID #: _____

Exhibit A

Trust Assets

By their signatures below, the parties agree that this Exhibit A is incorporated and made a part of the Trust Agreement dated _____.

For the Grantor:

(name of Grantor should be spelled out)

Date

For the Trustee:

(name of Trustee should be spelled out)

Date

For the Department of Environmental Quality

Date

EXHIBIT B

Status of Remedial Action Activities

EXHIBIT B

Remedial Action Activity Status Performed under the RAP as of March 2021

Remedial Action Performed under the RAP	Status of Remedial Action Activities or Approval Date of the Remedial Action Activities
Complete capping of Big Bone Yard	June 1, 2018
Construction of permanent markers	April 30, 2008
Monitoring well abandonment	April 30, 2008
Complete construction of Bedell Wetland System for sediment reduction and industrial storm water	Considered Best Management Practice, thus no longer considered a remedial action under the RAP. Maintaining compliance with CRC's NPDES permit is an on-going requirement of the RAP.
Implement runoff sampling in Slag Pile Area	Pending receipt of adequate Draft Final Report. Additional information requested.
Complete removal or installation of engineered barrier in Slag Pile Area, as necessary, based either on results of runoff sampling or election of presumptive capping remedy by CRC	Pending receipt of adequate Draft Final Report. Additional information requested.
Complete delineation testing and any required removal of sediments from Portal Creek	Requirements have not been completed.
Complete delineation testing and any required removal of sediments from South Diversion Ditch	Pending receipt of adequate Draft Final Report. Additional information requested. On-going O&M.
Re-vegetation activities including augmentation as necessary of North No. 1 Tailings Basin each year until the effective cover and long-term sustainability components of the performance standard is achieved	Pending receipt of adequate Draft Final Report.
Re-vegetation activities including augmentation as necessary of North No. 2 Tailings Basin each year until the effective cover component and long-term sustainability components of the performance standard is achieved	Pending receipt of adequate Draft Final Report.
Re-vegetation activities including augmentation as necessary of Cyclone Sands on the external slopes of the North # 2 Tailings Basin each year until the effective cover and long-term sustainability components of the performance standard is achieved.	Pending receipt of adequate Draft Final Report.
Implement RAP groundwater monitoring program including any required well installation.	On-going O&M
Implementation of inspections	On-going O&M
Submit 1 st Annual Inspection and Maintenance Report	On-going O&M.
Filing of restrictive covenants with the Ontonagon County Register of Deeds	June 11, 2015
Filing by CRC to remove existing groundwater restrictive covenants in areas for which they are no longer applicable or notice to landowners of the process for such removal	Procedures outlined in Section 4.5.1 of the RAP have not been completed to facilitate removal of groundwater use restrictions described in the closed solution mining Groundwater Permit M-00942, Attachment A
Notice to Zone I property owners and the Western Peninsula Health Department of process for approval of groundwater use.	June 11, 2015
Notice to Easement Holders (Section 4.5.3)	June 11, 2015
Notification to local zoning commission of the recording of restrictive covenants	June 11, 2015
5-year cost review	On-going. Due every 5 years.

Remedial Action Activity Status as of March 2021 (See Sec 26.1 of 1997 Consent Decree)

Remedial Action (See Sec 26.1 of 1997 Consent Decree)	Status of Response Activity or Issuance of Certificate of Completion Date
Remedial Investigation	November 24, 2015
Interim Response Action Plan (IRAP) 1996-1997 Includes remediation for Barrel Dump area	June 28, 2016
IRAP September 1997 Includes actions on Acquisition Area: construction of engineered barrier; restrictions, removal of train scale UST	June 28, 2016
IRAP May 1998 (amended June 2000 and October 2001) Includes placement of engineered barrier on certain portions of the Main Facility Area; excavation and on-site disposal of materials from Smelter Pond, South Smelter Brick Loadout Area, Southeast Tank Farm, Bedell Pond, and Storage and Disposal Areas; construction of on-facility repository	June 11, 2018
IRAP October 1998 Includes capping/revegetation of South Dam	Pending receipt of adequate Draft Final Report. Additional information requested.
Underground Mine Closure Plan (UMCP) to address any release or threat of release of a hazardous substance from underground workings of the mine.	The UMCP submitted April 1998 was approved June 17, 1999. The 2003 Consent Decree changed the UMCP by requiring a pump and treat system for mine water. The 2016 Dilution Schedule Model updated in 2021 is a plan to dilute chlorides from the discharge of mine water.
Continued Implementation of Underground Mine Closure Plan, or as modified	Partial Certification pending adequate Draft Final Report for: 1) removal of hazardous substances, 2) neutralization of solutions, 3) bulkhead construction. The design, construction, monitoring, operation and maintenance, and oversight of a remedy to prevent water contaminated with brine from being released at the Facility is on-going.
Completion of all RAP activities except ongoing O & M	RAP requirements have not been completed.
O & M activities required by the CD and RAP	On-going
Any other additional response activities pursuant to Section 6 of the 1997 Consent Decree.	None identified at this time.

EXHIBIT C

Agreement and Acceptance of Certificate of Deposit

LF: White Pine Mine (Copper Range) DEQT/AG# 2011-0028705-A/Stipulated Order 2021-06-

AGREEMENT AND ACCEPTANCE OF CERTIFICATE OF DEPOSIT

Name of Designated Party: White Pine Copper LLC

Designated Party's Address: 310 US 2 East, Wakefield, Michigan 49968

Name of Facility: (Former) White Pine Mine

Address of Facility: Ontonagon County, White Pine, Michigan 49971

EGLE Site ID No.: 66000501

State of Michigan Federal Tax Identification No.: 38-6000134

It is agreed between the Michigan Department of Environment, Great Lakes and Energy (EGLE), and White Pine Copper LLC (Designated Party) that the attached Certificate of Deposit, **501203001**, in the amount of \$1,676,149.00 One million six hundred and seventy-six thousand one hundred and forty-nine dollars, issued by Superior National Bank and Trust on 7-15-2021, in the name of and for the sole benefit of EGLE, is accepted as financial assurance for monitoring, operation and maintenance, oversight, and other costs determined by EGLE to be necessary to assure the effectiveness and integrity of the remedial action documented in the remedial action plan submitted to EGLE on November 30, 2005, and as required by Paragraph 3 of the Stipulated Order for Assignment and Assumption of the Consent Decree.

1. This Certificate of Deposit will mature on **7-15-2022** and will renew automatically.
2. All interest accruing to the Certificate of Deposit shall be maintained as part of the Certificate.
3. EGLE's Authorized Representative (Part 201 implementing Division Director) is the only person who may cash the Certificate of Deposit. If any of the following occur, EGLE's Authorized Representative may cash the Certificate of Deposit as follows:
 - (a) If the Designated Party does not renew or replace the Certificate of Deposit or provide an alternate, acceptable form of financial assurance to EGLE at least sixty (60) days prior to the maturity date of the Certificate, EGLE's Authorized Representative may cash the Certificate of Deposit.
 - (b) If the Designated Party does not provide for monitoring, operation and maintenance, copper effluent treatment, and other costs determined to be necessary by EGLE to assure the effectiveness and integrity of the remedial action and EGLE, upon providing a 30-day notice to the Designated Party, implements the response activities, EGLE's Authorized Representative may withdraw from the Certificate of Deposit the amount necessary to reimburse EGLE for its response activity costs.
 - (c) If the Designated Party does not reimburse EGLE within thirty (30) days of the Designated Party's receipt of a summary of costs from EGLE, EGLE's Authorized Representative may withdraw from the Certificate of Deposit the amount of response activity costs the Designated Party owes EGLE.

4. If the Certificate of Deposit is cashed by EGLE's Authorized Representative, all accrued interest shall be paid to EGLE's Authorized Representative.
5. If cashing the Certificate of Deposit results in a surplus of funds (i.e., funds in excess of the estimated costs for monitoring, operation and maintenance, oversight, and other costs determined to be necessary by EGLE to assure the effectiveness and integrity of the remedial action), the surplus funds will be held by the State in the Environmental Response Fund, trust, or escrow to be invested at a rate or rates of interest to be determined at the State's sole discretion. These funds will be used solely for response activities at the Facility. If the funds are not used within 30 years, they may be transferred to the unrestricted portion of the Environmental Response Fund for use at any facility for any use provided by law.

Michigan Department of Environment, Great Lakes and Energy:

By: Joshua M. Mosher
Signature

Joshua Mosher
Type or print name

Title: Acting Director, Remediation and Redevelopment Division
Type or print

Date: July 16, 2021

White Pine Copper LLC, Designated Party:

By: Alain Krushnisky
Signature

Alain Krushnisky
Type or print name

Title: Treasurer
Type or print

Date: July 15, 2021

Acknowledged by Superior National Bank and Trust, Issuing Institution:

By: John R. Farquhar
Signature

John R. FARQUHAR
Type or print name

Title: Chief Risk Officer
Type or print

Date: July 15, 2021