

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 96 N 1213

**UNITED STATES OF AMERICA,
and THE STATE OF COLORADO,**

Plaintiffs and Counterclaim Defendants,

v.

ROBERT M. FRIEDLAND, et al.,

**Defendants, Counterclaim Plaintiffs, and
Third-Party Plaintiffs,**

v.

BECHTEL CORPORATION, et al.,

Third-Party Defendants.

SETTLEMENT AGREEMENT AND CONSENT DECREE

I. BACKGROUND

A. The United States of America and the State of Colorado have filed complaints in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9607, as amended, seeking reimbursement of response costs allegedly incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Summitville Mine Superfund Site (the "Site"). The Site is located near the town of Del Norte, in Rio Grande County, Colorado.

B. Robert M. Friedland, named as a defendant in this case, and non-parties Ivanhoe Capital Corporation, Eric Friedland, Charles Russell, David Huberman, Peter Guest, Gerald Wyman and Peter Woodfield admit no liability to Plaintiffs arising out of the transactions and occurrences alleged in the complaints. Plaintiffs admit no liability to Robert M. Friedland arising out of transactions and occurrences alleged in his claims and counterclaims, whether brought in the United States or Canada. The Parties acknowledge and agree that this Settlement Agreement and Consent Decree is voluntarily made by all parties, and all payments and obligations to be made pursuant thereto are entered into and made by Mr. Friedland in aid of remediation efforts directed to adverse environmental and community effects on the Alamosa River watershed resulting from the Summitville Mine.

C. Plaintiffs and the Settling Group agree, and this Court by entering this Settlement Agreement and Consent Decree finds, that this Settlement Agreement and Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid further prolonged and complicated litigation between the Parties, and that this Settlement Agreement and Consent Decree is fair, reasonable and in the public interest.

D. The Parties believe that it would facilitate a resolution of this case to state a joint position on certain factual matters that have arisen in this litigation. The parties stipulate and agree as follows:

- There has been substantial mining and construction activity at the Summitville mine, starting in the 1870s. No one person or entity is solely responsible for the environmental problems or subsequent cleanup at the Site. Both the Plaintiffs and Mr. Friedland are maintaining actions against other entities that they believe were responsible for contamination at the Site; and

- In 1982, Mr. Friedland co-founded Galactic Resources, Ltd. (Galactic), a publicly-held Canadian corporation which owned the controlling interest in Summitville Consolidated Mining Company, Inc. (SCMCI), a Colorado corporation which operated the Summitville Mine from 1984 through its bankruptcy in 1992. Mr. Friedland served as an officer and director of Galactic from its inception until 1990, when he resigned his positions for a variety of business-related reasons.

THEREFORE, with the consent of the Parties to this Settlement Agreement and Consent Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9604, 9607, and 9613(b). Robert M. Friedland accepted service of process of the Complaints filed in this case. The Parties consent to and shall not challenge this Court's jurisdiction to enter and enforce this Settlement Agreement and Consent Decree. The members of the Settling Group confirm and consent to the exercise of personal jurisdiction by this Court only for purposes of this Settlement Agreement and Consent Decree, including for the purposes of interpreting and enforcing its terms.

III. PARTIES BOUND

2. This Settlement Agreement and Consent Decree is binding upon Plaintiffs and upon the Settling Group.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Settlement Agreement and Consent Decree that are defined in CERCLA, or in regulations promulgated under CERCLA, shall have the meaning assigned to them therein. When terms listed below are used in this Settlement Agreement and Consent Decree, the following definitions apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Colorado" shall mean the State of Colorado and its agencies, subdivisions, departments and instrumentalities.

c. "Settlement Agreement and Consent Decree" shall mean this Settlement Agreement and Consent Decree.

d. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement and Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next working day.

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

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

g. "Interest" shall mean interest at the current rate specified for interest on investments established by 26 U.S.C. § 9507, compounded daily.

h. "Natural Resource Trustees" shall mean: 1) on behalf of Colorado: the Executive Director of the Colorado Department of Public Health and Environment; the Executive Director of the

Colorado Department of Natural Resources; and the Colorado Attorney General; and 2) on behalf of the United States: the appropriate representatives of the Bureau of Land Management; the United States Fish and Wildlife Service; and the United States Forest Service.

i. "Paragraph" shall mean a portion of this Settlement Agreement and Consent Decree identified by an arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States, the State of Colorado and all members of the Settling Group.

k. "Plaintiffs" shall mean the United States and Colorado.

l. "Section" shall mean a portion of this Settlement Agreement and Consent Decree identified by a roman numeral.

m. "Settling Group" shall mean defendant Robert M. Friedland and non-parties Ivanhoe Capital Corporation, Eric Friedland, Charles Russell, David Huberman, Gerald Wyman, Peter Guest and Peter Woodfield.

n. "Site" shall mean the Summitville Mine Superfund Site, located near Del Norte, Colorado. The Site is identified with EPA identification number COD983778432.

o. "Summitville Remediation Account" shall mean an escrow account to be administered by the Summitville Remediation Escrow Agent pursuant to a separate agreement between Colorado and the United States, to be utilized at Plaintiffs' discretion to fund response actions undertaken pursuant to CERCLA concerning the Site as well as activities to be undertaken by the Natural Resource Trustees in the Alamosa River Watershed. All monies placed in the Summitville Remediation Account shall be used to implement the remedy and restore, replace, acquire or benefit

natural resources in the Alamosa River watershed. The Summitville Remediation Escrow Agent is Wells Fargo Bank West, N.A., 1740 Broadway, Denver, Colorado 80274. The Summitville Remediation Escrow Agent shall distribute proceeds from this settlement placed in the Summitville Remediation Account according to the allocation set forth in the November XX, 2000 Memorandum of Understanding between the United States and the State of Colorado. The amounts provided for the State of Colorado in this Settlement Agreement and Consent Decree are provided in trust for the particular purposes set forth herein. Payments received by the State of Colorado under this Settlement Agreement and Consent Decree shall be placed solely in three accounts maintained in the Colorado Treasury, as specifically set forth in the November XX, 2000 Memorandum of Understanding. The monies in the first Colorado account shall be used for the sole purpose of contributing to Colorado's matching share requirement for future response actions at the Site under Section 104(b)(3)(C) of CERCLA, 42 U.S.C. § 9604(b)(3)(C). The monies in the second Colorado account shall be used for the sole purpose of contributing to Colorado's future operations and maintenance obligations at the Site under Section 104(b)(3) and (6) of CERCLA, 42 U.S.C. § 9604(b)(3) and (6). The monies in the third Colorado account are for natural resource damages, and shall be held in trust for both the United States and the State of Colorado, and shall be used only at the direction of the Natural Resource Trustees. Notwithstanding any provision to the contrary in this Settlement Agreement and Consent Decree, upon written certification by the Colorado Attorney General to the Treasurer of Colorado that monies remaining in either of the first two accounts are no longer needed for future response action at the Site, remaining monies in the specified account shall be transferred to the second account, for future operation and maintenance, or to the third account, for use by the Natural Resource Trustees, as

directed by the Colorado Attorney General.

p. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF SETTLEMENT AMOUNT

4. Within thirty (30) days of the entry of this Settlement Agreement and Consent Decree, Robert M. Friedland shall cause four million dollars (\$4,000,000) to be paid to the Summitville Remediation Account. Within thirty (30) days after the United States pays Robert M. Friedland in full settlement of his claims against the United States in Canada as provided in paragraph 11, Mr. Friedland will cause another payment of one million two hundred fifty thousand dollars (\$1,250,000) to be made to the Summitville Remediation Account. The payments required by this paragraph shall be made by wire transfer, to the Summitville Remediation Escrow Agent, payable to the "Summitville Remediation Account."

5. On the yearly anniversaries of the entry of this Settlement Agreement and Consent Decree for each of the nine (9) years beginning one year after the entry of this Settlement Agreement and Consent Decree, Robert M. Friedland shall cause two million five hundred thousand dollars (\$2,500,000) to be paid to the Summitville Remediation Account. The total payment by Robert M. Friedland under this paragraph 5 shall be twenty-two million five hundred thousand dollars (\$22,500,000) to be paid over said nine (9) years.

a. The payments required by this paragraph shall be made by wire transfer to the Summitville Remediation Escrow Agent, payable to the "Summitville Remediation Account."

b. Robert M. Friedland may prepay any payment(s) due under this paragraph 5

without penalty, at his sole option. If Robert M. Friedland chooses to prepay any payment, he shall specify the payment to be prepaid and pay to Plaintiffs the net present value of that payment, calculated as of the date of actual payment. To calculate the net present value of any prepayment or default, the Parties agree to use a discount rate equal to seven percent (7%).

c. The payments to be made to Plaintiffs under this paragraph 5 shall be secured by an irrevocable standby letter of credit from CitiBank, N.A., in a mutually acceptable form. An unexecuted copy of the irrevocable standby letter of credit shall be provided to Plaintiffs within seven (7) days of the lodging of this Settlement Agreement and Consent Decree with the Court. An executed irrevocable standby letter of credit shall be provided to Plaintiffs within three (3) days of receipt of notice from the Court that the Consent Decree has been entered. If Robert M. Friedland fails to make a payment under this paragraph 5, Plaintiffs shall cause a sight draft to be sent to Citibank, N.A. for the amount then owed no earlier than two days after the payment due date.

d. If CitiBank, N.A. notifies the Plaintiffs or the Summitville Remediation Escrow Agent that it has decided not to extend the letter of credit at any time prior to the payment of all amounts due under this paragraph, Plaintiffs or the Summitville Remediation Escrow Agent shall notify Robert M. Friedland of this occurrence. If Robert M. Friedland does not provide a mutually acceptable replacement standby letter of credit within thirty (30) days of the date this notice is mailed, Plaintiffs or the Summitville Remediation Escrow Agent shall cause a sight draft to be sent to Citibank, N.A. for the net present value of all unused portions of the credit.

VI. REIMBURSEMENT OF ATTORNEYS FEES

6. Each Party shall bear its own attorneys fees and other costs of litigation incurred in the above-captioned action.

VII. RELEASE AND COVENANT NOT TO SUE BY PLAINTIFFS

7. Except as provided in paragraph 9, Plaintiffs release the Settling Group and forever covenant not to sue the Settling Group for any and all known or unknown civil or administrative claims for injunctive relief, response actions, response costs, natural resource damages, damages, penalties, or contribution for matters arising from or relating to the Site pursuant to the following environmental statutes (including their implementing regulations and State of Colorado counterpart statutes and regulations) and common law claims: (1) CERCLA, including Section 106, Section 107, and Section 113, 42 U.S.C. 9606, 9607 and 9613; (2) the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 et seq.; (3) the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. 1301 et seq.; (4) the Clean Air Act, 42 U.S.C. 7401 et seq.; or (5) any tort claim. The release and covenant not to sue for unknown claims set forth in this paragraph is granted based on the extensive discovery that has taken place in this case, the extensive work that EPA has performed at the Site since December 1992, and the fact that no member of the Settling Group has had any connection with the Site (including physical presence at the Site and the authority to make or influence operational decisions) for over eight years prior to the date of entry of this Settlement Agreement and Consent Decree. The release and covenant not to sue only applies to conduct, actions, or activities of any member of the Settling Group occurring prior to the date of entry of this Settlement Agreement and Consent Decree. However, the release and covenant not to sue set forth in this paragraph does apply

to actions undertaken in the future (and costs associated with these response actions) to address conditions in existence on the date of entry of this Settlement Agreement and Consent Decree.

8. The release and the covenant not to sue contained in paragraph 7 of this Settlement Agreement and Consent Decree shall take effect upon the payment of the sums specified in paragraph 4 of this Settlement Agreement and Consent Decree, receipt of the standby letter of credit identified in paragraph 5, and the dismissal of claims identified in paragraph 11. The release and covenant not to sue contained in paragraph 7 of this Settlement Agreement and Consent Decree shall be of no effect in the event of a material breach of any provision of this Settlement Agreement and Consent Decree.

9. Plaintiffs reserve, and this Settlement Agreement and Consent Decree is without prejudice to, all rights against any person other than a member of the Settling Group with respect to any and all other matters. Plaintiffs reserve all rights against the Settling Group in the event of a failure of the Settling Group to meet a material requirement of this Settlement Agreement and Consent Decree (including but not limited to a failure to meet a payment obligation set forth in paragraphs 4 and 5 and the dismissal of claims identified in paragraph 11). In the event of any such alleged failure other than failure to make a payment required by paragraph 5.c., Plaintiffs shall give notice to Robert M. Friedland, who shall have twenty (20) days from receipt of such notice to cure any such alleged failure.

VIII. RELEASE AND COVENANT NOT TO SUE BY SETTLING GROUP

10. Except as provided in paragraph 13, the Settling Group releases and forever covenants not to sue Plaintiffs and their contractors, employees, and former employees for any and all known or unknown civil or administrative claims for injunctive relief, response actions, response costs, natural resource damages, damages, penalties, or contribution for matters arising from or relating to the Site

pursuant to the following statutes (including their implementing regulations and State of Colorado counterpart statutes and regulations) and common law claims: (1) CERCLA, including Section 106, Section 107, and Section 113, 42 U.S.C. 9606, 9607 and 9613; (2) RCRA, 42 U.S.C. 6901 et seq.; (3) the Clean Water Act, 33 U.S.C. 1301 et seq.; (4) the Clean Air Act, 42 U.S.C. 7401 et seq.; or (5) the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq. or any other tort claim. The release and covenant not to sue set forth in this paragraph only applies to conduct, actions, or activities of the Plaintiffs and their contractors, employees, and former employees occurring prior to the date of entry of this Settlement Agreement and Consent Decree. Nothing in this paragraph shall be construed to release any claims currently pending against third parties in this litigation.

11. Upon payment by the United States and receipt by Robert M. Friedland of one million two hundred fifty thousand US dollars (\$1,250,000), within thirty (30) days Robert M. Friedland shall dismiss with prejudice and forever discharge and release the United States and its officers, attorneys, and employees and former employees for any and all claims, matters or actions now pending in Canada (i.e., *United States of America v. Robert M. Friedland*, Ontario Court of Justice, File No. 96-CU-109731, and the related cost and appellate litigation) and all related matters and for any and all claims and actions that could be brought in Canada for conduct, actions, or activities related to the Site.

12. The Settling Group voluntarily agrees to release any claims it may have in bankruptcy proceedings for Galactic Resources, Ltd., and any claim it may have to any bond

relating to the Site held by Summitville Consolidated Mining Company, Inc., Galactic Resources, Inc., or Galactic Resources, Ltd.

13. Except with regard to persons or entities covered by the release and covenant not to sue set forth in this Section VIII, Plaintiffs acknowledge that the Settling Group has or may have contribution claims pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613, various forms of indemnification, contractual recovery, and insurance recovery from, or other actions against, various third parties, which claims are not released hereby. Also, the Settling Group expressly reserves its claims in the action known as *Robert M. Friedland v. Industrial Constructors Corp. and United States Fidelity & Guaranty Company*, Cause No. DV-99-148 (Montana Second Judicial District Court). The Settling Group further reserves the right to bring claims against contractors or subcontractors of the United States under the False Claims Act, 31 U.S.C. § 3729 et seq., and nothing in this agreement shall affect any False Claims Act action.

14. Nothing in this Settlement Agreement and Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. Nothing in this Settlement Agreement and Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Settlement Agreement and Consent Decree. Except as to persons released in this Settlement Agreement and Consent Decree, each of the Parties expressly reserves any and all rights (including but not limited to any right to contribution), defenses, claims, demands, and causes of action which each

Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Settlement Agreement and Consent Decree this Court finds, that the Settling Group is entitled, as of the effective date of this Settlement Agreement and Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Settlement Agreement and Consent Decree. The “matters addressed” in this Settlement Agreement and Consent Decree are all response actions taken or to be taken, all response costs incurred or to be incurred, and all Natural Resource Damages incurred or to be incurred, by the Plaintiffs or any other person with respect to the Site, and specifically include without limitation all claims, counterclaims, and cross-claims filed by and against the parties in this case. The Parties agree that the contribution protection set forth in this paragraph is intended to be the broadest protection afforded by CERCLA.

17. The Settling Group agrees that with respect to any suit or claim for contribution brought for matters related to this Settlement Agreement and Consent Decree and brought subsequent to its entry with the Court, it will notify Plaintiffs in writing within twenty (20) days prior to the initiation of such suit or claim, unless prohibited by law. The Settling Group also agrees that, with respect to any suit or claim for contribution brought against them for matters related to this Settlement Agreement and Consent Decree, it will notify Plaintiffs in writing within twenty (20) days of service of the complaint or claim upon it.

X. RETENTION OF RECORDS

18. Until two (2) years after the entry of this Settlement Agreement and Consent Decree or until entry of a final judgment in this action, whichever is later, the Settling Group and the Plaintiffs shall each preserve and retain all records and documents now in their possession or control, or which come into their possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site. This paragraph does not apply to any documents that have already been produced or provided to the parties in this action pursuant to the Federal Rules of Civil Procedure.

XI. NOTICES AND SUBMISSIONS

19. Whenever, under the terms of this Settlement Agreement and Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to counsel of record and to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Settlement Agreement and Consent Decree with respect to the Plaintiffs and Settling Group, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-1133B)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Enforcement Attorney - Summitville Site
Legal Enforcement Program
U.S. EPA Region VIII
999 Eighteenth Street; Suite 300
Denver, Colorado 80202

As to Colorado:

Deputy Attorney General
Natural Resources and Environment Section
Colorado Department of Law
1525 Sherman Street, 5th Floor
Denver, Colorado 80203

As to Robert M. Friedland and any member of the Settling Group:

Ivanhoe Capital Corporation
Attention: Peter Merideth
Ninth Floor; Waterfront Center
200 Berard Street
Vancouver, British Columbia
Canada V6 3L6

XII. RETENTION OF JURISDICTION

20. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Settlement Agreement and Consent Decree.

XIII. INTEGRATION

21. Except for the form of guarantee set forth in paragraph 5.c., this Settlement Agreement and Consent Decree constitutes the final, complete and exclusive agreement and understanding between Plaintiffs and the Settling Group with respect to the settlement embodied in this Settlement Agreement and Consent Decree. The Plaintiffs and the Settling Group acknowledge that there are no representations, agreements or understandings between Plaintiffs and the Settling Group relating to the settlement between them other than those expressly contained in

this Settlement Agreement and Consent Decree.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

22. This Settlement Agreement and Consent Decree shall be lodged with the Court before entry for a period of not less than thirty (30) days for public notice and comment. Pursuant to section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), the United States reserves its right to withdraw or withhold its consent to this Settlement Agreement and Consent Decree if comments disclose facts or considerations which indicate the proposed settlement is inappropriate, improper or inadequate.

23. If for any reason this Court should decline to approve this Settlement Agreement and Consent Decree in the form presented, then this agreement shall be null and void, and the terms of the agreement may not be used as evidence in any litigation or in establishment or assertion of personal jurisdiction over the members of the Settling Group.

XV. EFFECTIVE DATE

24. The effective date of this Settlement Agreement and Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE/COUNTERPARTS

25. The Settling Group, the Assistant Attorney General, Environment and Natural Resources Division, United States Department of Justice, and the Attorney General for the State of Colorado each certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and Consent Decree and to execute and bind legally such party to this

document. Each party hereto may validly execute this document in counterparts or by facsimile signature.

SO ORDERED THIS ____ DAY OF _____, 2000.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Settlement Agreement and Consent Decree in the matter of United States v. Robert M. Friedland, et al., Civ. No. 96 N 1213, relating to the Summitville Mine Superfund Site.

Date: 12/18/00

FOR THE UNITED STATES OF AMERICA:



LOIS J. SCHIFFER

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RICHARD B. CASCHETTE
Acting United States Attorney
MICHAEL P. CAREY
Assistant United States Attorney
District of Colorado
1961 Stout Street, Suite 1200
Denver, Colorado 80296

THE UNDERSIGNED PARTIES enter into this Settlement Agreement and Consent Decree in the matter of United States v. Robert M. Friedland, et al., Civ. No. 96 N 1213, relating to the Summitville Mine Superfund Site.

FOR THE U.S. EPA:

CAROL RUSHIN
Assistant Regional Administrator, ECEJ
U.S. Environmental Protection Agency
Region VIII
999 18th Street
Denver, Colorado 80202-2405

THE UNDERSIGNED PARTIES enter into this Settlement Agreement and Consent Decree in the matter of United States v. Robert M. Friedland, et al., Civ. No. 96 N 1213, relating to the Summitville Mine Superfund Site.

FOR THE U.S. EPA:

BARRY BREEN

Director, Office of Site Remediation Enforcement

U.S. Environmental Protection Agency

Ariel Rios Building

1200 Pennsylvania Avenue

Washington, D.C. 20044

THE UNDERSIGNED PARTIES enter into this Settlement Agreement and Consent Decree in the matter of United States v. Robert M. Friedland, et al., Civ. No. 96 N 1213, relating to the Summitville Mine Superfund Site.

FOR THE STATE OF COLORADO:

KEN SALAZAR
Attorney General
ALAN J. GILBERT
Solicitor General
State of Colorado
1525 Sherman Street
Denver, Colorado 80203

THE UNDERSIGNED PARTY enters into this Settlement Agreement and Consent Decree in the matter of United States v. Robert M. Friedland, et al., Civ. No. 96 N 1213, relating to the Summitville Mine Superfund Site.

FOR DEFENDANT Robert M. Friedland:

Date: _____

ROBERT M. FRIEDLAND

1 Temasek Avenue

37-02, Millenia Tower

Singapore 039192

THE UNDERSIGNED PARTY enters into this Settlement Agreement and Consent Decree in the matter of United States v. Robert M. Friedland, et al., Civ. No. 96 N 1213, relating to the Summitville Mine Superfund Site.

FOR SETTLING GROUP Member _____

Date: _____

[Etc.]