EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

THE STATE OF COLORADO, Plaintiff, v. Le Petomane XXV, Inc., not individually, but solely in its representative capacity as Trustee of the ASARCO Multi-State Custodial Trust, Defendant.	)))))))))))))))	Civil Action No. 83-V-02383-JRC

PROPOSED AMENDMENT TO 1993 CONSENT DECREE, ORDER, JUDGMENT, AND REFERENCE TO SPECIAL MASTER

WHEREAS, the State of Colorado ("State") filed an action against Asarco Incorporated for natural resources damages and response costs pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607, with respect to the Asarco Globe Plant, which was owned and operated by Asarco Incorporated. A Final Consent Decree, Order, Judgment, and Reference to Special Master, As Modified was entered by the court on July 15, 1993 ("1993 Consent Decree");

WHEREAS, Asarco Incorporated changed its name to Asarco LLC in 2005 and on August 9, 2005, filed a petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"), Case No. 05-21207 (together with all jointly administered cases, the "Bankruptcy Case");

WHEREAS, the State filed a claim in the Bankruptcy Case for multiple sites in Colorado where Asarco LLC had environmental liabilities, including Asarco's Globe Plant;

WHEREAS, the settlement for the State's bankruptcy claim for the Globe Plant is set forth in the Amended Consent Decree and Settlement Agreement Establishing A Custodial Trust For Certain Owned Sites In Alabama, Arizona, Arkansas, Colorado, Illinois, Indiana, New Mexico, Ohio, Oklahoma, Utah, and Washington ("Settlement Agreement"), originally filed March 13, 2009 and to which a supplement version was filed on March 27, 2009, the ASARCO Environmental Multi-State Custodial Trust Agreement was approved by the Bankruptcy Court on June 5, 2009;

WHEREAS, the ASARCO Multi-State Environmental Custodial Trust ("Trust) was established and funded on December 9, 2009, with Le Petomane XXV, Inc., not individually, but solely in its representative capacity, named as the ASARCO Multi-State Environmental Custodial Trust Trustee with Jay A. Steinberg, not individually but solely in his representative capacity as President of the Custodial Trust Trustee. Pursuant to the Settlement Agreement, the Globe Plant was transferred to the Trust to be managed and remediated in accordance with the terms of the Settlement Agreement;

WHEREAS, in accordance with the Stipulation and Request by Asarco LLC, the State, and the Trust, this Court approved and ordered the substitution of Le Petomane XXV, Inc., not individually but solely in its representative capacity as Custodial Trust Trustee of the ASARCO Multi-State Environmental Custodial Trust, for Asarco LLC in

the 1993 Consent Decree and removed Asarco LLC as a party to the 1993 Consent Decree;

WHEREAS, the State has approved a Remedial Action Plan ("RAP") selecting a remedy to be implemented at the Globe Plant that is more effective than the Record of Decision referenced and incorporated into the 1993 Consent Decree and the Trust has retained Globeville I, LLC ("Globeville") to implement remediation of the Globe Plant consistent with the RAP and Globeville has reviewed this Consent Decree;

WHEREAS, the 1993 Consent Decree must be amended to reflect the changed circumstances referenced above;

WHEREAS, the State and the Trust ("Parties") desire to achieve the timely implementation of an adequate and cost-effective remedy at the Globe Plant that will effectively protect public health, welfare and the environment;

WHEREAS, the Parties agree that the terms, conditions, and undertaking herein shall create mutual contractual rights and obligations between the Parties;

WHEREAS, the Parties consent and agree that the Court may make the orders and findings set forth herein; and

WHEREAS, the Parties consent to the entry of this Amendment to the 1993 Consent Decree;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT THE 1993 CONSENT DECREE, ORDER, JUDGMENT, AND REFERENCE TO SPECIAL MASTER IS AMENDED BY DELETION OF ALL

TERMS IN SECTIONS I THROUGH XXXIII OF THE 1993 CONSENT DECREE AND SUBSTITUTED WITH THE FOLLOWING TERMS:

I. JURISDICTION

This Court has jurisdiction over the Parties and the subject matter of this action and this Consent Decree.

II. DEFINITIONS

Words used in this Consent Decree are to be taken and understood in their natural and ordinary sense unless this Consent Decree, including the Statement of Work ("SOW"), indicates that a different meaning is intended. Whenever the following terms are used in this Consent Decree, together with all documents appended hereto, the following meanings shall apply:

"Attorney General" shall mean the Attorney General of the State of Colorado or her/his designee.

"CDPHE" shall mean the Colorado Department of Public Health and Environment, its directors, employees, representatives and designees.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, 100 stat. 1613 (SARA).

"Consent Decree" shall mean this document together with all appendices attached hereto, including the SOW, which are hereby incorporated by reference, including any modifications or amendments.

"Contractor(s)" means the person(s) or company (ies) retained by the Trust to undertake and complete the Work.

"Days" shall mean Monday through Friday, excluding State and Federal holidays.

"Environmental Covenant" means an instrument containing environmental use restrictions created pursuant to Section 25-15-321, C.R.S.

"Final Submittal" shall mean any Submittal required by this Consent Decree, the SOW or any addenda to the SOW, and any revisions thereto, as such Submittals have been approved by the State or finally modified and/or approved by the dispute resolution process.

"Globe Plant" or "Plant" shall mean that 77.5 acre parcel of land transferred from Asarco LLC to the Trust under the terms of the Settlement Agreement, and located in Adams and Denver counties with a street address of 495 East 51st Avenue, Denver, Colorado 80216-2098.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated at 40 C.F.R. Part 300, in accordance with Section 105 of CERCLA, 42 U.S.C. § 9605.

"Notice of Completion" shall mean a written notification by the Trust to the State stating that a portion of the Work has been completed in accordance with the SOW.

"Notice to Proceed" shall mean a written notification by the State authorizing and/or directing the Trust to commence the construction phase of any part of the Work as specified in the SOW.

"Operation and Maintenance" or "O & M" shall mean the long-term operation, maintenance and monitoring of the Work to be performed after approval of a Notice of Completion, as set forth in the SOW."Parties" collectively shall mean the State and the Trust. "Party" shall mean either of the Parties.

"Performance Criteria" shall mean tests, measurements, standards and requirements as specified in the SOW used to indicate whether a Performance Objective is achieved, as specified in this Consent Decree.

"Performance Objective" shall mean a remediation goal as specified in the SOW for each remedy component to prevent or minimize exposure to or migration of contaminants, or to achieve identified Remedial Action Objectives ("RAOs") as specified in the SOW.

"Remedial Action Plan" ("RAP") means that cleanup plan document amending the remedy specified in the 1993 Record of Decision for the Globe Plant, as approved by the State on July 14, 2011, together with the summary of oral and/or written public comments received by the State during the public comment period on the proposed cleanup plan, and the State's response to those comments in the Responsiveness Summary.

"Remedial Project Manager" or "RPM" shall mean that individual appointed by the CDPHE.

"RCRA" means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et ~ (1988), as amended, or regulations promulgated there under.

"Site Manager" or "SM" shall mean that individual appointed by the Trust.

"State" shall mean the State of Colorado, its agencies, departments, offices, divisions, directors, officers, and employees.

"Statement of Work" or "SOW" shall mean the plan for implementation of the Work at the Globe Plant as required by this Consent Decree.

"Submittal" shall mean any of the plans, specifications, quality control/quality assurance plans or documents, monitoring plans or documents, or performance evaluation plans or documents,

"Work" shall mean all remedial and corrective activities, monitoring necessary for O & M, contingency Work, and other actions, schedules, plans, and specifications that are required by this Consent Decree, including the SOW and any Submittal or Final Submittal made there under.

III. PARTIES BOUND

This Consent Decree constitutes an Order of the Court, and an agreement between the Trust and the State. This Consent Decree shall apply to and be binding upon each of the Parties, and on their agents, employees, officers, directors, shareholders, successors in interest, privies and assigns, not individually but solely in their representative capacities. The undersigned representatives of the respective Parties certify that they are fully authorized by the Party whom they represent to enter into the terms and conditions of this Consent Decree, to execute this Consent Decree, and to legally bind that Party.

The Trust shall be responsible for ensuring that its Contractors and subcontractors perform the Work. With regard to any and all activities undertaken pursuant to this

Consent Decree, each Contractor and subcontractor shall be deemed to be in a contractual relationship with the Trust within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b) (3).

The Trust shall provide a copy of this Consent Decree to each Contractor, laboratory, and consultant retained to perform the Work required by this Consent Decree. The Trust shall require all its Contractors, laboratories, and consultants to perform the Work as required by this Consent Decree and to ensure that a copy of all appropriate requirements of this Consent Decree is provided to any subcontractor retained to perform the Work.

IV. OBLIGATIONS OF THE TRUST

The obligations imposed by this Consent Decree require the performance by the Trust of actions which are reasonably designed to protect the public health, welfare, environment and public safety from any hazards which may be identified at or from the Globe Plant.

The Trust shall timely perform or cause to be performed activities required of it by this Consent Decree in accordance with the terms hereof. The Trust may undertake any portion of the Work through qualified consultants or Contractors designated by the Trust, provided that no such designation shall relieve the Trust of any of its obligations under this Consent Decree. All Work performed pursuant to this Consent Decree shall be under the supervision and direction of qualified consultants, Contractors or personnel with experience in the types of tasks involved. The Work shall be conducted in a good and workmanlike manner and in accordance with the standards and specifications and

within the time periods that are prescribed in the SOW and any Final Submittals, including any modifications and extensions provided pursuant to this Consent Decree.

The Trust shall verbally notify the RPM or her/his designee within twenty-four (24) hours of discovery of any unexpected event or condition arising out of activities undertaken pursuant to this Consent Decree which it determines constitutes an imminent and substantial endangerment to the public health or the environment. The Trust shall thereafter provide written notice to the State within ten (10) Days of the occurrence of the event or condition. The written notice shall include a detailed description of the event, any known causes for such event, the consequences, if any, of such event to public health or the environment, and any actions the Trust has taken, or plans to take, to stop or mitigate the event.

V. SITE MANAGER

Within ten (10) Days of the effective date of this Consent Decree, the Trust shall designate one individual to be its Site Manager (SM), and shall notify the State in writing of the name, title, and qualifications of the SM. The SM shall oversee the Trust's implementation of the SOW and shall be responsible for the Trust's conduct, direction, and supervision of the Work.

The Trust shall have the right to change its SM, and shall notify the State and the Attorney General in writing at least one (1) week prior to such change, and shall provide the State with the name, title, and qualifications of the individual who will next be serving as SM.

VI. PERFORMANCE OF THE WORK

The SOW requires the Trust to provide for review and prior acceptance by the State of certain Submittals. These Submittals shall be made in accordance with applicable schedules prescribed in the SOW.

1. Acceptable Submittals

The State shall review each Submittal for consistency with applicable provisions of this Consent Decree, within the time allowed in the SOW, notify the Trust in writing if such Submittal is acceptable to the State. Acceptance of a Submittal constitutes a finding that Applicable or Relevant and Appropriate Requirements ("ARARs"), as defined by the NCP, specific to the Submittal are addressed.

Upon acceptance, a Submittal shall be a Final Submittal and shall become a part of the SOW. After the Trust's receipt of a written acceptance of a Submittal, its time to provide any further Submittal in accordance with the SOW shall begin to run. After written acceptance of a Submittal and receipt of a Notice to Proceed, the Trust shall proceed with the construction phase of the Work in accordance with the schedule established in the SOW or request more information.

If a Submittal is acceptable to the State with the incorporation of minor conditions as specified by the State, the Trust shall, as soon as possible but no later than fifteen (15) Days after receipt of the State's conditional acceptance, either notify the State in writing that it accepts the conditions or treat the conditional acceptance as disapproval of the

Submittal. Upon the Trust's acceptance of the State's conditions, the conditions shall be deemed incorporated into the approved Final Submittal. For purposes of the schedule set forth in the SOW, the date of receipt by the State of the Trust's notice of acceptance shall be deemed the date of acceptance by the State. Upon receipt of the Trust's notice of acceptance of conditional approval of a Submittal, the State shall issue a Notice to Proceed and the Trust shall, after receipt thereof, proceed with the construction phase of the Work in accordance with the schedule established in the SOW.

If a Submittal is not acceptable to the State, the State shall give the Trust written notice of disapproval within the time allowed in the SOW, which notice shall state with reasonable specificity why the Submittal is unacceptable as well as a schedule for providing a revised Submittal.

2. Notice of Completion

The SOW designates when Notices of Completion are required. When the Trust submits a written Notice of Completion as specified in the SOW, it shall also provide to the State all reports not previously submitted which are required by the SOW, within ninety (90) calendar days following receipt of the Trust's Notice of Completion, the State shall either:

a. Give the Trust a written acceptance of the Notice of Completion, or

b. Give the Trust a written denial of the Notice of Completion, stating with reasonable specificity the basis for such denial and, at the State's option, either specifying the additional or revised Work that remains to be performed, or

requiring the Trust to develop and submit within a reasonable time a plan to address the State's denial of completion.

VII. STATE OVERSIGHT Of THE WORK

The State shall oversee the Trust's performance of the Work for consistency and compliance with the provisions of this Consent Decree. The RPM or his/her designee shall have authority to stop any Work required by this Consent Decree when she/he determines that an emergency condition exists or the Work is not being performed in accordance with plans and specifications established in any accepted final design report and such nonconformance will make it impossible to perform future Work in compliance with such plans or specifications. Notification by the RPM or his/her designee to stop Work may be verbal or written and shall provide an explanation, with reasonable specificity, why the stop Work authority is being invoked. In an emergency situation, the Trust, its consultants, Contractors and subcontractors shall immediately cease Work until the RPM or his/her designee determines that the emergency condition no longer exists. If the RPM notifies the Trust of non-conformance, the Trust may either stop Work, repair the Work to the satisfaction of the RPM or her/his designee or proceed with the Work without repair. If the Trust disagrees, in whole or in part, with the RPM's determination of non-conformance, the Parties agree to use their best efforts informally and in good faith to resolve all disputes or differences of opinion. If the Parties are unable to reach a resolution, the Trust may elect to notify the State in writing of its objections, and the

basis therefore, within fourteen (14) Days of receipt of the State's notification of non-conformance. Such notice shall set forth the specific points of the dispute, the position which the Trust asserts should be adopted as consistent with the requirements of this Consent Decree, the basis for the Trust's position, and any matters which it considers necessary for the State's determination. The State and the Trust shall have an additional fourteen (14) Days from the receipt of the State's notification of non-conformance, during which time representatives of the State and the Trust may confer to resolve any disagreement. If an agreement is reached, the resolution shall be written and signed by an authorized representative of each party. In the event that resolution is not reached within this additional fourteen (14) Day period, the State will furnish to the Trust, in writing, its decision on the pending dispute. The Trust may seek further review of the State's decision, by submitting to the Executive Director of CDPHE, or his/her designee, within seven (7) Days of receipt of the State's written decision, the basis for its objection. The Executive Director shall have seven (7) Days to provide a written response to the Trust. Such decision of the Executive Director shall be considered the State's final decision, which is subject to judicial review. The existence of a dispute as outlined in this Section and the State or Executive Director's consideration of such matter, shall not excuse, toll, or suspend any compliance obligations under this Consent Decree during the pendency of the dispute resolution. Notwithstanding the foregoing, the Parties do not intend the preceding sentence to require the Trust, during the pendency of such dispute resolution, to take actions that would have the effect of mooting the subject of the dispute.

VIII. REMEDIAL PROJECT MANAGER

Within ten (10) Days of the effective date of this Consent Decree, the State shall designate a RPM for the Globe Plant, and may designate other representatives, including counsel for and/or other employees of the State, and consultants, who shall be authorized by the State and allowed by the Trust to observe and monitor the progress of any activity. The State shall have the right to change its RPM, and shall notify the Trust and the Attorney General in writing at least one (1) week prior to such change, and shall provide the Trust with the name, title, and qualifications of the individual who will next be serving as RPM.

IX. MODIFICATION OF THE STATEMENT OF WORK

This Section IX shall govern modifications to the SOW that are not otherwise provided for herein, and shall not be construed to limit modifications that are otherwise provided by Force Majeure, as stated in Section XI in this Consent Decree.

Either Party may request of the other Party, in writing, a modification of the SOW, provided such modification is consistent with this Consent Decree.

X. DELAY IN OR FAILURE OF PERFORMANCE

Should an event occur that the Trust expects to result in a delay of more than fifteen (15) Days in the inception or completion of any portion of the Work in accordance with the schedules set forth in the SOW or in a Final Submittal, the Trust shall, as soon as it is aware of such event and a probable resulting delay of more than fifteen (15) Days, promptly notify the RPM orally and shall, not later than ten (10) Days after oral notification to the RPM, give the state written notice of delay specifying in detail the

cause and anticipated length of the delay if known, measures the Trust has taken and plans to take to prevent or minimize the delay, and the timetable by which the Trust intends to implement these measures. Unless such notification has been rendered impossible, failure by the Trust to give the required oral notice within fifteen (15) Days after it becomes aware of the expected delay shall be deemed a waiver by the Trust of the *force majeure,* as stated in section XI of this Consent Decree.

XI. FORCE MAJEURE

Force majeure shall excuse either Party from performance or timely performance of a particular obligation under the Consent Decree. *Force majeure* for purposes of this Consent Decree is defined as an event not reasonably foreseeable arising from cause(s) beyond the control of the Party asserting this *force majeure* provision which unavoidably delays or prevents the performance of any obligation under this Consent Decree. A *force majeure* event may include, by way of example but not of limitation: an act of God; act of war; labor disturbances including strikes, work stoppages or other similar labor disputes, provided that the Trust takes all reasonable and necessary action promptly to mitigate, address, and resolve the effects of the labor disturbance; any modification, cessation or delay of the Work caused by Federal, State, or local agencies or authorities; time required to obtain necessary permits, licenses, approvals, and consents for implementation of the Work, provided that the initial application for such permit, license, approval, or consent was timely made and the Trust timely provided all information required to obtain the same; failure of the State to give a required notice when due or to respond to a Submittal within the time required by this Consent Decree or the SOW; adverse weather conditions

that prevent performance of the Work; and an act or omission of any third party over whom the Trust has no control, not including the Trust's agents, consultants, Contractors and subcontractors.

Force majeure shall not include: increased costs or expenses of performance; failure of a Contractor, subcontractor, consultant, or agent of the Trust to perform; changed economic circumstances, including financial inability to complete the Work and meet the Performance Objectives; mere failure to attain a Performance Objective; failure to apply in a timely manner for any required governmental permit, license, land use authorization or entitlement or to timely provide all information required.

Any dispute about delays or the consequences thereof shall be resolved pursuant to the dispute resolution provisions in this Consent Decree. The burden of proving the existence of a force majeure event is with the Party asserting it, who must prove the same by a preponderance of the evidence.

XII. MONITORING AND REPORTING

The Trust shall provide written progress and monitoring reports and Notices of Completion to the RPM as established in the SOW.

All records, documents, information, and data that are within the custody or control of the Trust or its Contractors, and relate to performance of the Work at the Globe Plant shall upon ten (10) Days notice, be available for inspection.

Except as provided in the attached SOW, until five (5) years after the State's approval of a Notice of Completion, to the extent sufficient funds remain in the Globe Environmental Cost Account, the Trust, unless it agrees otherwise in writing with the

State, shall preserve and shall instruct their Contractors to preserve all records, documents and information necessary for the performance of the Work associated with such Notice of Completion, including all construction plans and as-built drawings. Prior to expiration of this five (5) year period, all such records, documents, and information shall be made available to a Party upon request.

After this five (5) year period, each Party shall notify the other at least sixty (60) Days before it destroys any such records, documents or information. Before they are destroyed, copies of the records, documents and information shall be made available to the other Party for inspection and copying upon request.

XIII. SITE ACCESS AND RESTRICTIVE COVENANTS

The Trust shall during normal business hours as established in the SOW or upon reasonable notice, provide access to all portions of the Globe Plant that are within the control of the Trust to the United States Environmental Protection Agency, the State, its counsel, RPM, and such agents or consultants as the Attorney General or the RPM may designate in writing for the purpose of overseeing and inspecting any and all activities or conditions which have been or are being conducted and/or addressed pursuant to this Consent Decree and that are not protectable as attorney work product or subject to any privilege or right of confidentiality recognized by Colorado law. In addition, the Trust shall use reasonable efforts to obtain access for the RPM to all portions of the Globe Plant over which the Trust does not have exclusive control, for the purpose of overseeing and inspecting any and all activities or conditions which have been or are being conducted and/or addressed pursuant to this Consent Decree.

No conveyance of title, easement, or any other legal interest in any portion of the Globe Plant, shall be granted without including an Environmental Covenant, which shall be made to run with the land and shall be binding upon any and all persons or entities who acquire title or any legal interest in all or any portion of the Globe Plant.

At least sixty (60) calendar days prior to the conveyance of title or any easement, lease or any other possessory interest in all or any portion of the Globe Plant ("Interest"), the person or entity conveying such Interest shall notify the State by registered mail of the intended conveyance. This notice shall contain a detailed description of the Interest and property intended to be conveyed, an identification of and current mailing address(es) for the person(s) or entity(ies) to whom such Interest will be conveyed, and an exact copy of the conveyance instrument. A copy of this Consent Decree shall be provided to any such person or entity taking a possessory interest in the Interest.

XIV. FINANCIAL ASSURANCE

The Trust shall dedicate $14,500,000 towards the remediation of the Globe Plant. These are monies that were allocated to the Globe Environmental Cost Account pursuant to the Settlement Agreement. The Trust shall seek to obtain a "remediation stop loss" or "cost cap" policy of insurance to insure the performance of the Work which policy shall provide coverage for cost overruns resulting from discovery of additional quantities of known contaminants, discovery of unknown contaminants and changes in law during the implementation of the Work.

XV. MUTUAL RELEASE AND COVENANT NOT TO SUE

Except as specifically provided in Section XVI and the furnishing of satisfactory financial assurance pursuant to Section XIV, the State hereby releases and covenants not to sue the Trust, the Trustee or its officers, shareholders, directors, employees, Contractors, consultants, agents, professionals, representatives, predecessors and successors, as to all:

a. common law claims;

b. State and Federal civil, statutory and administrative claims and causes of action under provisions of CERCLA or RCRA and/or other environmental statutes and/or regulations that concern or are related to the Globe Plant or the activities conducted by Asarco LLC thereon, and that arise out of or are related to any of the conditions that are addressed by this Consent Decree, or that were raised or could have been asserted by the State prior to the effective date of this Consent Decree.

Upon the effective date of the release and covenant not to sue by the State described above, the Trust hereby releases and covenants not to sue the State as to all:

a. common law claims;

b. claims for monetary damages; and

c. State and Federal civil, statutory and administrative claims and causes of action under provisions of CERCLA or RCRA and/or other environmental statutes and/or regulations available to be asserted by the Trust which have been, or could have been asserted against the State as of the effective date of this

Consent Decree, respecting or related to the Globe Plant that arise out of any or all matters which were raised or could have been raised by the Trust in this action.

XVI. RESERVATION OF RIGHTS

To the extent consistent with the Settlement Agreement, the Mutual Releases and Covenants Not to Sue established in Section XV shall not apply to the following:

a. Failure to perform the Work or failure to meet the requirements of this Consent Decree; or

b. Any liability under common law and/or State and Federal statutes and regulations arising from the off-site disposal of waste materials taken from the Globe Plant Site, if any; or

c. Any requirement of applicable Federal or state statutes and regulations, including but not limited to the Clean Air Act, 42 U.S.C. § 7401, et seq. (1992), RCRA; and the Colorado Hazardous Waste Management Act § 25-15-101, C.R.S., et ~ (1989 Repl. Vol.) and their implementing regulations, for current or future plant operations, if any; or

d. Complaints, cross-claims, counterclaims, and/or third party complaints between and among the State and/or the Trust in, or arising out of, any private action brought by any person or entity not a party to this litigation; or

e. Any costs incurred by the State as a result of the exercise of its response authority under Federal or State statutes due to a release or substantial threat of a

release at or from the Globe Plant site as a result of the failure of the Trust to perform the Work or meet the requirements of this Consent Decree, whenever the Trust has failed to undertake such response after reasonable notice, unless otherwise reimbursed by the Trust under this Consent Decree; or

f. Any damages incurred by the State as a result of any release or substantial threat of release of hazardous substances at or from the Globe Plant which results from failure(s) of the Trust to perform the Work or meet the requirements of this Consent Decree; or

g. The Trust's rights under State law to administrative and/or judicial review of State action relating to the issuance, denial or modification of any license or permit.

XVII. EFFECT OF DECREE ON NON-PARTIES

The Parties reserve the right to assert claims and defenses against any non-parties to this Consent Decree including, without limitation, the right to seek payment, reimbursement or contribution from non-parties to this Consent Decree for actions taken or to be taken under this Consent Decree or otherwise.

This Consent Decree does not affect or modify in any way any rights, obligations or liabilities of anyone not a Party hereto under Federal or State law other than CERCLA, including common law, with respect to releases or alleged releases of hazardous substances or other pollutants or contaminants addressed herein.

This Consent Decree shall not preclude either Party from asserting rights or defenses that are based on actions required by this Consent Decree with respect to a claim

of anyone not a Party to this Consent Decree, including rights or defenses in private actions for damages under common law.

XVIII. LIABILITY

The State shall not be liable for any injury or damages to persons or property resulting from acts or omissions of the Trust in implementing the Work, O & M or other requirements of this Consent Decree. The State shall not be considered a party to any contract entered into by the Trust in order to implement the Work or O & M.

Notwithstanding any provision of this Consent Decree, any obligation or liability of the Trust and its Trustee and their officers, directors, shareholders and employees is limited to the funds in the Globe Environmental Cost Account and the terms and conditions and limitations contained in the Settlement Agreement and the December 9, 2009 ASARCO Multi-State Environmental Custodial Trust Agreement.

XIX. CONTRIBUTION PROTECTION

With regard to claims for contribution against the Trust, the Parties hereto agree that the Trust, its Trustee and officers, directors, shareholders, employees, agents and professionals are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) or similar State law for matters addressed in this Consent Decree. The matters addressed in this Consent Decree are all response actions taken or to be taken by the Trust with respect to the Globe Plant, as well as past costs and oversight costs related to the Globe Plant.

XX. AMENDMENTS TO CONSENT DECREE

The Parties may jointly petition the Court for amendment of this Consent Decree. For purposes of this Section XX, the term "Consent Decree" does not include the SOW. Absent agreement between the Parties, no disputed application for amendment of this Consent Decree shall be presented by the Parties to the Court for consideration.

In the absence of agreement by the Parties, no amendment to any portion of this Consent Decree, except the SOW, shall be granted unless:

a. such amendment is reasonably necessary to effectuate the purposes of this Consent Decree, or to protect the public health, welfare or the environment; or

b. performance of any requirement of this Consent Decree has been rendered impossible, or materially interfered with by any subsequently enacted, modified, or promulgated Federal or state law, regulation or permit, or by any judicial or administrative order or judgment;

c. it is necessary to prevent substantial injustice; or

d. it is necessary to conform to the terms, limitations or conditions of the Settlement Agreement.

Any proposed amendment determined by the State to be major shall be submitted for the appropriate public comment prior to its entry as an order of the Court. Every amendment to any portion of this Consent Decree, excluding the SOW, shall be in writing and approved by Court order and shall have as its effective date the date as established by the Court.

XXI. EFFECT OF SUBSEQUENTLY ENACTED LAWS/REGULATIONS

Unless otherwise noted, any reference to a statute or regulation which is made in this Consent Decree is to such statute or regulation in effect-as of the date of entry of this Consent Decree.

In the event that either Party asserts that a subsequent enactment, amendment, or promulgation of any Federal or state statute or regulation is applicable and if either Party determines that such statute or regulation if applicable may impose an obligation which is directly inconsistent with any obligation imposed by this Consent Decree, either Party may seek appropriate modification of its own or the other Party's obligation(s) pursuant to Sections IX and/or XX of this Consent Decree.

XXII. CERCLA AND NATIONAL CONTINGENCY PLAN

The Parties agree and the Court finds that the remedy selected by the State complies with and is not inconsistent with the requirements of the National Contingency Plan, specifically, 40 C.F.R.§ 300.430.

The State agrees that all Work performed by the Trust pursuant to this Consent Decree, if performed in accordance with the SOW, is not inconsistent with the National Contingency Plan.

The Parties agree and the Court finds that all actions taken or omitted by the Contractors as defined in Section 119(e) of CERCLA, 42 U.S.C. § 9619(e), pursuant to the SOW are to be afforded the protection provided in section 119(a) of CERCLA.

The Parties agree and the Court finds that settlement of these matters without further litigation is in the public interest, will protect public health, welfare, and the

environment, is not inconsistent with the National Contingency Plan, and that the entry of this Consent Decree is the most appropriate means of resolving these matters.

Enforcement of the obligations imposed by this Consent Decree constitutes an action or proceeding by the State to enforce the State's police or regulatory power and solely for

the purposes of 11 U.S.C. § 362(b)(5) (1993) is the enforcement of a judgment other than a money judgment.

In the event of a conflict between any requirement, term, or provision of this Consent Decree excluding the appendices, and any requirement, term, or provision of the SOW or Final Submittals there under, or of any other appendix to this Consent Decree, the requirements, terms, and provisions of this Consent Decree excluding the appendices shall control.

Nothing in this Consent Decree shall preclude the State from enforcing its statutory rights or regulatory provisions under otherwise applicable State statute regarding operations and activities at the Site, including, but not limited to the Colorado Hazardous Waste Management Act, the Colorado Air Pollution Control Act, and their implementing regulations.

XXIII. TERMINATION OF CONSENT DECREE

When the Trust determines that its obligations under this Consent Decree have been satisfied, except for those obligations specified in the following paragraph, and that the Work has been completed, it shall petition the Court for termination of this Consent

Decree. Unless within ninety (90) calendar days thereafter the State objects, the Court shall enter an order terminating this Consent Decree subject to the exceptions stated in the following paragraph.

Termination of this Consent Decree shall not affect the provisions of Sections X, XI, XII, XIII, XV, XVI, XVII and XVIII.

XXIV. RETENTION OF JURISDICTION

Subject to the provisions of Section XXIII, this Court shall retain jurisdiction over the Parties and this Consent Decree for purposes of ensuring compliance with its terms and provisions.

XXV. EFFECTIVE DATE OF CONSENT DECREE

This consent Decree is to be submitted for a thirty (30) calendar day public comment period immediately upon execution by the Parties. All comments received will be considered by the Parties and jointly submitted to the court together with responses and/or mutually agreed amendments to this Consent Decree, if any. The Court will then consider such comments, responses, and amendments, if any. If the Court then enters this Consent Decree, this Consent Decree shall become effective upon the date of its entry by the Court. If the Court declines to enter this Consent Decree, it shall become null and void and not binding on the Parties.

XXV. NOTICES AND SUBMISSIONS

Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the address 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 requirement of this Consent Decree with respect to the State and the Trust.

As to the State:	Fonda Apostolopoulos (or the current RPM) State Project Officer Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Remediation Programs Section 4300 Cherry Creek Drive South Denver, Colorado 80246-1530
with a copy to:	Richard E. Lotz Assistant Attorney General Colorado Department of Law Natural Resources and Environment Section Hazardous and Solid Waste Unit 1525 Sherman Street, 5th Floor Denver, Colorado 80203
As to the Trust:	ASARCO Multi-State Custodial Trust c/o Le Petomane XXV, Inc., not individually but solely as Trustee of the Custodial Trust 35 East Wacker Drive, Suite 1550 Chicago, Illinois 60601
with a copy to:	Tanya C. O'Neill Foley & Lardner LLP 777 E. Wisconsin Ave. Milwaukee, Wisconsin 53202
and	David Heidlauf ENVIRON International Corporation 333 W. Wacker Drive, Suite 2700 Chicago, Illinois 60606

THE PARTIES HERETO ENTER INTO THIS AMENDMENT TO THE 1993 CONSENT DECREE, ORDER, JUDGMENT AND REFERENCE TO SPECIAL MASTER, AND SUBMIT IT TO THE COURT FOR ITS APPROVAL.

DATED this 20th day of September, 2011.

FOR THE STATE:

Martha E. Rudolph, Director of Environmental Programs
Colorado Department of Public Health and Environment

FOR THE ASARCO MULTI-STATE ENVIRONMENTAL CUSTODIAL TRUST, by and through Le Petomane XXV, Inc., not individually, but solely in its representative capacity as the ASARCO Multi-State Environmental Custodial Trust Trustee:

Jay A Steinberg, not individually but solely in his representative capacity as President

JAY A. STEINBERG, not individually, but solely in his representative capacity as President of the ASARCO Multi-State Environmental Custodial Trust Trustee

THIS MATTER having come before the Court upon the Parties' request for entry of this Amended Consent Decree, and the Court having fully review this matter, the public comments submitted and the Parties' responses thereto, it is hereby

FOUND that the terms and provisions of this Amended Consent Decree in their entirety are fair and reasonable with respect to the matters addressed, and it is therefore

ORDERED that the Amended Consent Decree is adopted by the Court and made an order and judgment of this Court.

DONE this ____ day of _____ 2011.

BY THE COURT:

_____

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Chief Judge Wiley Y. Daniel

Civil Action No. 83-cv-2383-WYD

STATE OF COLORADO,

Plaintiff,

v.

Le Petomane XXV, Inc., not individually,
but solely in its representative capacity as
Trustee of the ASARCO Environmental
Multi-State Custodial Trust,

Defendant.

ORDER

THIS MATTER is before the Court upon the parties' request for entry of this Amended Consent Decree. The Court, having fully reviewed the matter and noted that the State of Colorado has have given notice of the absence of any public comments on the Proposed Amended Consent Decree, hereby

FINDS that the terms and provisions of the Amended Consent Decree in their entirety (ECF No. 109-1), and all documents appended hereto which are incorporated by reference in the Amended Consent Decree, are fair and reasonable with respect to the matters addressed. Accordingly, it is

ORDERED that the Amended Consent Decree together with all documents attached thereto and all their terms and conditions are adopted by the Court and made an order and judgment of this Court.

Dated: January 6, 2012

BY THE COURT:

s/ Wiley Y. Daniel
Wiley Y. Daniel
Chief United States District Judge

EXHIBIT B

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 24th day of July, 2014, by and between ASARCO MULTI-STATE ENVIRONMENTAL CUSTODIAL TRUST ("Trust"), by and through Le Petomane XXV, Inc., ("Trustee") not individually but solely in its representative capacity as Trustee of the ASARCO Multi-State Environmental Custodial Trust ("Seller") and GLOBEVILLE I, LLC, a Colorado limited liability company ("Purchaser").

RECITALS

A. Seller is the owner of the Land, situated in the City of Denver and Counties of Adams and Denver, State of Colorado;

B. The Property is the site of the former ASARCO Globe Plant and is subject to the Consent Decree setting forth the terms of the remediation of environmental contamination related to the former plant;

C. Purchaser and Seller entered into the RDA, as defined herein, to effectuate the completion of the Remediation Work in accordance with the Consent Decree in order to ultimately redevelop the Property; and

D. Seller desires to sell and Purchaser desires to purchase the Property prior to completion of the Remediation Work upon the terms and subject to the provisions of this Agreement.

AGREEMENTS

IN CONSIDERATION of the foregoing and the mutual agreements herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

SECTION 1- PURCHASE AND SALE, ETC.

1.1 Definitions. Capitalized terms used herein shall have the following respective meanings:

"**Adams County**" means the County of Adams, Colorado.

"**Appurtenances**" means all appurtenances owned by Seller pertaining solely to the Land and the Improvements including, without limitation, all right, title and interest of Seller (but without warranty whether statutory, express or implied) with respect to minerals and mineral rights, oil rights, gas rights, and utility rights.

"**CDPHE**" means the Colorado Department of Public Health and Environment.

"**CDPHE Reimbursement Agreement**" means a reimbursement agreement between CDPHE and Purchaser to be executed prior to the Closing Date relating to the reimbursement by CDPHE to Purchaser of $250,000 of costs incurred by Purchaser under the RDA.

"**City**" means the City of Denver, Colorado.

"**Closing**" means the closing of the purchase and sale transaction contemplated by this Agreement in accordance with Section 6.1.

"**Closing Conditions**" shall have the meaning as set forth in Section 6.5 herein.

"**Closing Date**" means the date of Closing.

"**Buyer's Commitment**" means a title commitment obtained by the Buyer for an owner's title insurance policy for the Property issued by the Title Company.

"**Consent Decree**" means that certain Consent Decree between Seller and the State related to the environmental condition and remediation of the Property dated July 15, 1993, as amended September 20, 2011 (by which Seller became a party to the Consent Decree) and approved by Order of the Court on January 6, 2012.

"**Contracts**" means all service, maintenance, environmental and consulting contracts and utility agreements, if any, executed by Seller, currently in effect and relating to the Property.

"**Deed**" means a trustee's quitclaim deed substantially in the form attached hereto as Exhibit B executed by Seller, properly notarized and in recordable form, conveying title to the Property to Purchaser.

"**Denver County**" means the County of Denver, Colorado.

"**Districts**" means, collectively, the Colorado Title 32 Metropolitan Districts known as "Globeville Commerce Center Metropolitan Districts Nos. 1, 2, 3 and 4" to be created pursuant to Section 5.1 herein, and as further described on Exhibit D.

"**Effective Date**" shall mean the date that this Agreement is fully executed by Purchaser and Seller.

"**Enforceable Agreement**" means that certain Enforceable Agreement to be entered into by Purchaser and the State governing the remedial approach for the Property after the Closing Date.

"**Hazardous Materials**" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances defined as "hazardous wastes", "hazardous materials", "hazardous substances", "toxic substances", "pollutants", "contaminants", "radioactive materials", "toxic pollutants", or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.;

the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601 et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and their byproducts, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) Polychlorinated Biphenyls (PCB's), (I) urea formaldehyde, (J) volatile organic compounds (VOC), (K) total petroleum hydrocarbons (TPH), (L) benzene derivative (BTEX), and (M) petroleum byproducts.

"**HUD**" means the United States Department of Housing and Urban Development.

"**HUD Loan**" means that certain HUD Section 108 Loan from Adams County to Purchaser in an aggregate principal amount not to exceed Ten Million Dollars ($10,000,000).

"**Improvements**" means all buildings and other improvements owned by Seller and situated on the Land, if any.

"**Intended Use**" means Purchaser's potential development of the Property as approximately one million square feet of industrial warehouse and/or Class-A "flex" office or commercial space, and uses ancillary thereto.

"**Land**" means the parcel of land consisting of approximately 77.5 acres situated in the City as more fully described on Exhibit A to this Agreement.

"**Licenses**" means any and all licenses pertaining to the Property and currently in effect relating to the Property.

"**National Trust**" means the ASARCO Environmental Trust.

"**National Trust Reimbursement Agreement**" means that certain final and approved ASARCO Environmental Trust 2014 annual budget submitted to Daniel Silver, Trustee on April 26, 2014, which budget reflects a reimbursement commitment by the National Trust to Purchaser of $300,000 for costs incurred by Purchaser under the RDA.

"**New Exceptions**" means any exceptions to title not contained on Exhibit E, attached hereto.

"**Notices of Violation**" means any written notice received by the Seller of any violation by the Seller, related to the Property or any portion thereof relating to any ordinance, law, rule or regulation of any agency, department, court, public authority or instrumentality of any federal, state or local government.

"**Omnibus Assignment**" means a general assignment by Seller and assumption by Purchaser of the Contracts, Licenses and Permits to be assumed by Purchaser in accordance with the terms set forth herein, substantially in the form attached hereto on Exhibit C.

"**Permitted Assignee**" shall mean an entity controlling, controlled by, or under common control with, Purchaser.

"**Permits**" means any and all permits, authorizations, approvals, decrees, and orders currently in effect relating to the Property.

"**Preapproved Exceptions**" means all of the items listed on Exhibit E attached hereto, including all of the matters listed on or referenced in the copy of title policy attached as part of Exhibit E, and all items arising out of the acts or omissions of, or consented to by, Purchaser or any Purchaser Parties.

"**Property**" means the Land, the Improvements, and the Appurtenances.

"**Property Information**" means, collectively, the documents to be provided to Purchaser pursuant to Section 2.1, together with any other document, report or other information relative to the Property that is delivered to Purchaser by Seller in connection with its investigations, examinations and inspections hereunder.

"**Purchase Price**" means the sum of Ten Dollars ($10.00), payable as more particularly set forth herein.

"**Purchaser**" has the meaning given such term in the initial paragraph above.

"**Purchaser Parties**" means Purchaser and Purchaser's affiliates, officers, members, managers, partners, shareholders, directors, employees, agents, representatives, consultants, designees, contractors, tenants and licensees.

"**RDA**" means that certain Remediation and Development Agreement between Seller and Purchaser dated July 29, 2010, as amended, including without limitation the Fourth Amendment to Remediation and Development Agreement executed concurrently with this Agreement.

"**RDA Termination**" has the meaning given such term in Section 5.3 herein.

"**Remaining Contribution Funds**" shall have the meaning given such term in the RDA.

"**Seller**" has the meaning given such term in the initial paragraph above.

"**Seller Parties**" means Seller, the Trust, the Trustee, Le Petomane, Inc. and each entity's affiliates, officers, members, managers, partners, shareholders, directors, employees, agents, representatives, consultants, designees, contractors, tenants and licensees.

"**Seller Reimbursement**" means the sum of One Hundred Seventy-Five Thousand and no/100ths Dollars ($175,000.00), payable as more particularly set forth herein.

"**State**" means the State of Colorado.

"**Survey**" means a copy of the most recent existing survey, if any, of the Land, and any survey of the Property prepared by a surveyor commissioned by Purchaser.

"**Title Company**" means Land Title Guarantee Company, 3033 East First Avenue, Suite 600, Denver, Colorado 80206; Attention: Sherri Goldstein, Assistant Vice President.

"**Title Documents**" means the Buyer's Commitment, together with the Schedule B-2 documents referenced therein.

"**Title Period**" shall mean 12:00 p.m. MST, on the date that is thirty (30) days after the Effective Date.

1.2 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase and pay for the Property. In connection with the sale of the Property, as of the Closing, Purchaser shall expressly assume all obligations of Seller to complete or cause the completion of the remediation work required by CDPHE at, on or under the Property.

1.3 Payment of Purchase Price and Seller Reimbursement. The Purchase Price and Seller Reimbursement are payable as follows:

(a) A Purchase Price of Ten Dollars ($10.00), shall be paid by Purchaser to Seller at the Closing.

(b) Seller Reimbursement of One Hundred Seventy-Five Thousand Dollars ($175,000.00) shall be paid by Purchaser to Seller at the Closing.

SECTION 2- DOCUMENTS TO BE DELIVERED BY SELLER

2.1 Delivery of Property Information. Within ten (10) business days after the Effective Date, Seller, at its sole cost and expense, shall deliver to Purchaser, or make available for inspection by Purchaser (which may entail establishment of a remotely accessible electronic data room and/or the establishment of a secure room at the Site), the following items relating to the Property to the extent they exist, are not related to or otherwise the responsibility of Purchaser under the RDA and are within Seller's possession or control:

(a) Copies of all environmental data not already in Purchaser's possession or control.

(b) Copies of any Notices of Violation.

(c) Copies of all Contracts, Licenses and Permits.