COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

August 3, 2016

Dr. Judith Ann Meyer
London Mine Limited Liability Company
5575 South Monaco Street
Greenwood Village, Colorado 80111

Certified Mail Number: 7014 2870 0000 7699 6686

RE: Compliance Order on Consent and Settlement Agreement, Number: IC-160803-1

Dear Dr. Meyer:

Enclosed for London Mine Limited Liability Company's records, you will find London Mine Limited Liability Company's copy of the recently executed Compliance Order on Consent and Settlement Agreement. This agreement is subject to a thirty-day public comment period (paragraph 56). If the Division receives any comments during this period we will contact your office (paragraph 87). Also, please be advised that the first page of the Compliance Order on Consent and Settlement Agreement was changed to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-3634 or by electronic mail at kelly.morgan@state.co.us.

Sincerely,

Kelly Morgan, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File

ec: Michael Boeglin, EPA Region VIII
Sheila Cross, Environmental Health Director, Park County Public Health Agency
Aimee Konowal, Watershed Section, CDPHE
Michael Beck, Community Development and Partnership Section, CDPHE
Kelly Jacques, Field Services Section, CDPHE
Lillian Gonzales, Permits Section, CDPHE
Tania Watson, Data Management, CDPHE
Bridget K. Sullivan, Esq., Sherman & Howard L.L.C.

COLORADO
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Dedicated to protecting and improving the health and environment of the people of Colorado

August 3, 2016

Dr. Judith Ann Meyer, Personal Representative
Estate of Benjamin Lee Wright, Jr.
5575 South Monaco Street
Greenwood Village, Colorado 80111

Certified Mail Number: 7014 2870 0000 7699 6679

RE: Compliance Order on Consent and Settlement Agreement, Number: IC-160803-1

Dear Ms. Meyer:

Enclosed for the Estate of Benjamin Lee Wright, Jr.'s records, you will find the Estate of Benjamin Lee Wright, Jr.'s copy of the recently executed Compliance Order on Consent and Settlement Agreement. This agreement is subject to a thirty-day public comment period (paragraph 56). If the Division receives any comments during this period we will contact your office (paragraph 87). Also, please be advised that the first page of the Compliance Order on Consent and Settlement Agreement was changed to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-3634 or by electronic mail at kelly.morgan@state.co.us.

Sincerely,

Kelly Morgan, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

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ec: Michael Boeglin, EPA Region VIII
Sheila Cross, Environmental Health Director, Park County Public Health Agency
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Kelly Jacques, Field Services Section, CDPHE
Lillian Gonzales, Permits Section, CDPHE
Tania Watson, Data Management, CDPHE
Bridget K. Sullivan, Esq., Sherman & Howard L.L.C.

COLORADO
Department of Public
Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

August 3, 2016

Dr. Judith Ann Meyer, Individually and as Personal Representative
5575 South Monaco Street
Greenwood Village, Colorado 80111

Certified Mail Number: 7014 2870 0000 7699 6693

RE: Compliance Order on Consent and Settlement Agreement, Number: IC-160803-1

Dear Dr. Meyer:

Enclosed for your records, you will find your copy of the recently executed Compliance Order on Consent and Settlement Agreement. This agreement is subject to a thirty-day public comment period (paragraph 56). If the Division receives any comments during this period we will contact you (paragraph 87). Also, please be advised that the first page of the Compliance Order on Consent and Settlement Agreement was changed to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-3634 or by electronic mail at kelly.morgan@state.co.us.

Sincerely,

Kelly Morgan, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File

ec: Michael Boeglin, EPA Region VIII
Sheila Cross, Environmental Health Director, Park County Public Health Agency
Aimee Konowal, Watershed Section, CDPHE
Michael Beck, Community Development and Partnership Section, CDPHE
Kelly Jacques, Field Services Section, CDPHE
Lillian Gonzales, Permits Section, CDPHE
Tania Watson, Data Management, CDPHE
Bridget K. Sullivan, Esq., Sherman & Howard L.L.C.

COLORADO
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August 3, 2016

Joseph G. Harrington
MineWater Finance LLC
10924 Leroy Dr.
Northglenn, Colorado 80233

Certified Mail Number: 7014 2870 0000 7699 6709

RE: Compliance Order on Consent and Settlement Agreement, Number: IC-160803-1

Dear Mr. Harrington:

Enclosed for MineWater Finance LLC's records, you will find MineWater Finance LLC's copy of the recently executed Compliance Order on Consent and Settlement Agreement. This agreement is subject to a thirty-day public comment period (paragraph 56). If the Division receives any comments during this period we will contact your office (paragraph 87). Also, please be advised that the first page of the Compliance Order on Consent and Settlement Agreement was changed to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-3634 or by electronic mail at kelly.morgan@state.co.us.

Sincerely,

Kelly Morgan, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File

ec: Michael Boeglin, EPA Region VIII
Sheila Cross, Environmental Health Director, Park County Public Health Agency
Aimee Konowal, Watershed Section, CDPHE
Michael Beck, Community Development and Partnership Section, CDPHE
Kelly Jacques, Field Services Section, CDPHE
Lillian Gonzales, Permits Section, CDPHE
Tania Watson, Data Management, CDPHE
Stephen A. Bain, Esq., Welborn Sullivan Meck & Tooley, P.C.

COLORADO
Department of Public
Health & Environment

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August 3, 2016

Jason Meyerpeter
THF Prairie Center Development, L.L.C.
By: THF Prairie Center Investors, L.L.C.
By: Milan Green Management, L.L.C.
211 North Stadium Boulevard, Suite 201
Columbia, Missouri 65203

Certified Mail Number: 7014 2870 0000 7699 6716

RE: Compliance Order on Consent and Settlement Agreement, Number: IC-160803-1

Dear Mr. Meyerpeter:

Enclosed for THF Prairie Center Development, L.L.C.'s records, you will find THF Prairie Center Development, L.L.C.'s copy of the recently executed Compliance Order on Consent and Settlement Agreement. This agreement is subject to a thirty-day public comment period (paragraph 56). If the Division receives any comments during this period we will contact your office (paragraph 87). Also, please be advised that the first page of the Compliance Order on Consent and Settlement Agreement was changed to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-3634 or by electronic mail at kelly.morgan@state.co.us.

Sincerely,

Kelly Morgan, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File
ec: Michael Boeglin, EPA Region VIII
Sheila Cross, Environmental Health Director, Park County Public Health Agency
Aimee Konowal, Watershed Section, CDPHE
Michael Beck, Community Development and Partnership Section, CDPHE
Kelly Jacques, Field Services Section, CDPHE
Lillian Gonzales, Permits Section, CDPHE
Tania Watson, Data Management, CDPHE
Lee H. Johnson, Esq., Carlson, Hammond & Paddock, LLC

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Department of Public
Health & Environment

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August 3, 2016

Ann Finn
Prairie Center Metropolitan District No. 9
141 Union Blvd. #150
Lakewood, Colorado 80228

Certified Mail Number: 7014 2870 0000 7699 6662

RE: Compliance Order on Consent and Settlement Agreement, Number: IC-160803-1

Dear Ms. Finn:

Enclosed for Prairie Center Metropolitan District No. 9's records, you will find Prairie Center Metropolitan District No. 9's copy of the recently executed Compliance Order on Consent and Settlement Agreement. This agreement is subject to a thirty-day public comment period (paragraph 56). If the Division receives any comments during this period we will contact your office (paragraph 87). Also, please be advised that the first page of the Compliance Order on Consent and Settlement Agreement was changed to place the assigned Order Number on the final document.

If you have any questions, please don't hesitate to contact me at (303) 692-3634 or by electronic mail at kelly.morgan@state.co.us.

Sincerely,

Kelly Morgan, Enforcement Specialist
Clean Water Enforcement Unit
WATER QUALITY CONTROL DIVISION

Enclosure(s)

cc: Enforcement File

ec: Michael Boeglin, EPA Region VIII
Sheila Cross, Environmental Health Director, Park County Public Health Agency
Aimee Konowal, Watershed Section, CDPHE
Michael Beck, Community Development and Partnership Section, CDPHE
Kelly Jacques, Field Services Section, CDPHE
Lillian Gonzales, Permits Section, CDPHE
Tania Watson, Data Management, CDPHE
Kathy Kanda, Esq., McGeady Becher P.C.

COLORADO

Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

COMPLIANCE ORDER ON CONSENT AND SETTLEMENT AGREEMENT
NUMBER: IC-160803-1

IN THE MATTER OF:

LONDON MINE LIMITED LIABILITY COMPANY
ESTATE OF BENJAMIN LEE WRIGHT JR
JUDITH MEYER
MINEWATER FINANCE LLC
THF PRAIRIE CENTER DEVELOPMENT, LLC
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9
CDPS PERMIT NO. CO0038334
CDPS PERMIT NO. CO0045209
PARK COUNTY, COLORADO

The Colorado Department of Public Health and Environment ("Department"), through the Water Quality Control Division ("Division"), issues this Compliance Order on Consent ("Consent Order and Settlement Agreement"), pursuant to the Division's authority under §§ 25-8-602 and 605, C.R.S. of the Colorado Water Quality Control Act ("the Act") §§ 25-8-101 to 803, C.R.S., and its implementing regulations, with the express consent of MineWater Finance LLC ("MineWater") as successor in interest to certain assets of London Mine Limited Liability Company ("London Mine, LLC"), Prairie Center Metropolitan District No. 9 ("PCMD #9") as the holder of CDPS Permit Number CO-0045209 for the London Mine Extension Tunnel Treatment Plant, THF Prairie Center Development, LLC, ("THF") as the owner of certain water rights conveyed to it by the Estate of Benjamin Lee Wright, Jr. ("Estate"), Dr. Jude Meyer, individually ("Meyer") and as personal representative of the Estate ("Personal Representative"). In this Consent Order and Settlement Agreement, unless the context clearly indicates otherwise, a reference to the Estate is a reference collectively to the Estate in its individual capacity and as the sole member of London Mine, LLC. In this Consent Order and Settlement Agreement, unless the context clearly indicates otherwise, a reference to the Personal Representative is a reference collectively to the Personal Representative acting on behalf of the Estate in its own capacity and as the sole manager of London Mine, LLC. The Division, London Mine, LLC, MineWater, PCMD #9, THF, the Estate, the Personal Representative, and Meyer may be referred to collectively as "the Parties."

BACKGROUND

1. The London Mine is an underground gold mine located approximately twelve (12) miles northwest of the town of Fairplay, Park County, Colorado that has ceased operation. Historically the

principle ores at this mine included gold and a small amount of silver. Acid mine drainage discharges from the London Mine via the London Mine Water Tunnel and the Extension Tunnel.

2. London Mine, LLC was originally formed through the filing with the Colorado Secretary of State's Office of its Articles of Organization on December 11, 1996, with Ben L. Wright and a second individual named as London Mine, LLC's co-members and co-managers.

    a. On or about November 15, 2002, the second individual resigned as the co-manager of London Mine, LLC, and the London Mine, LLC acquired that individual's membership interest, resulting in Ben L. Wright, Jr. becoming the sole manager and sole member of London Mine, LLC.

    b. On January 27, 2010, Ben L. Wright, Jr. died. On February 10, 2010, the Denver County Probate Court appointed Meyer as Personal Representative of the Estate.

    c. Pursuant to London Mine, LLC's Operating Agreement, upon Ben L. Wright's death, the Estate, acting through the Personal Representative, became the sole member of London Mine, LLC.

    d. On June 30, 2010, pursuant to London Mine, LLC's Operating Agreement, the Estate, as sole member of London Mine, LLC, took action to appoint the Personal Representative as London Mine, LLC's sole manager to serve in such capacity until her resignation or removal as provided in the London Mine, LLC's Operating Agreement

3. In 2004 the Division, THF, and London Mine, LLC executed a stipulation concerning the classifications and standards for the Upper South Platte River Basin and the discharge permits and wastewater treatment facilities associated with the London Mine (the "2004 Stipulation"). THF is neither the owner nor the operator of the London Mine or the Extension Tunnel. The London Mine, LLC and the Estate own the London Mine and the mineral interests associated with the same. The Estate owns certain conditional water rights associated with the London Mine originally adjudicated in Case No. W-8314-76. In addition, THF owns certain water rights emanating from the London Mine Water Tunnel adit, specifically including those water rights adjudicated in Case No. W-7538, in Cases Nos. W-8036(75) and W-8256(76), and in Case No. 91CW77, in the Colorado Water Court for Water Division No. 1. THF also owns the Leach Well water rights adjudicated in Case No. 80CW419. Collectively, the Estate's water rights and THF's water rights, identified above are referred to as the "London Mine Water Rights." Pursuant to the 2004 Stipulation, London Mine, LLC holds the discharge permit for discharges emanating from the London Mine Water Tunnel and associated wastewater treatment works. PCMD #9 (as THF's assignee) holds the discharge permit for discharges emanating from the Extension Tunnel and operates the associated Extension Tunnel wastewater treatment works located on property owned by London Mine, LLC. PCMD #9 is neither the owner nor the operator of the London Mine or the Extension Tunnel itself and has no ownership or leaseholder interests in the mineral rights or mineral interests associated with the London Mine or any water rights associated with the London Mine.

4. Acid mine drainage from the London Mine is conveyed from the London Mine Water Tunnel portal to a sedimentation pond for passive treatment that consists solely of settling (the "Water Tunnel Facility"). No other wastewater treatment occurs at the Water Tunnel Facility. The Water Tunnel Facility is the subject of the Colorado Discharge Permit System, Permit No. CO-0038334 (the "Water Tunnel Permit"). The Water Tunnel Permit became effective February 1, 2006 and expired on January 31, 2011, and has subsequently been administratively extended, pending permit reissuance.

5. The Water Tunnel Permit authorizes London Mine, LLC to discharge treated wastewater from the Water Tunnel Facility through the outfall associated with the sedimentation pond (Outfall 001A) and into South Mosquito Creek.

6. Acid mine drainage from the London Mine has also historically emanated from the London Mine via the Extension Tunnel. Wastewater from the Extension Tunnel is conveyed to a mechanical wastewater treatment plant (the "Extension Tunnel Facility"). The Extension Tunnel Facility's wastewater treatment process is comprised of four main unit processes: a system inside the Extension Tunnel adit that collects raw water from the Extension Tunnel; chemical precipitation; sedimentation; and effluent pH control. The Extension Tunnel adit includes a partial bulkhead constructed to impound Extension Tunnel flows and has a relief valve at the bottom and a collection pipe two feet above the floor of the mine. The relief valve regulates influent flow to the downstream processes and flushes sediments that accumulate behind the partial bulkhead into the settling pond outside of the adit. Water flows out of the Extension Tunnel into a piping system where lime is added to the water flowing in the pipe thereby raising the pH. The lime/water mixture then flows into several settling tanks where residual lime and precipitated metals settle out. Overflow from the settling tanks flows through an acid feed pump that lowers effluent pH prior to discharging to No Name Creek through a 2-inch Parshall flume. The Extension Tunnel Facility is the subject of the Colorado Discharge Permit System, Permit No. CO-0045209 (the "Extension Tunnel Permit"). The Extension Tunnel Permit became effective on February 1, 2006 and expired on January 31, 2011 and has subsequently been administratively extended, pending permit reissuance. The Extension Tunnel Discharge Permit is held by PCMD #9, as assignee from THF, pursuant to the terms and conditions of the 2004 Stipulation.

7. The Extension Tunnel Permit authorizes PCMD #9 to discharge treated wastewater from the Extension Tunnel Facility through Outfall 001A and into No Name Creek, a tributary to South Mosquito Creek.

8. By the terms of a Purchase and Sale Agreement executed or to be executed in July or August 2016 by and among London Mine, LLC, MineWater and others, London Mine, LLC and the Estate will convey all rights and interests in the London Mine itself to MineWater. The Estate will also convey all conditional water rights associated with or otherwise arising from the London Mine to THF. Upon closing, THF will then own all the conditional water rights currently held by the Estate and MineWater will own the London Mine and the mineral interests associated with the same, subject to the terms of additional agreements between THF and MineWater.

9. The Purchase and Sale Agreement referenced above in paragraph 8, and other agreements between MineWater and THF and/or PCMD #9, contemplate transfer of the Extension Tunnel Discharge Permit to MineWater at closing.

10. MineWater is a party to the Purchase and Sale Agreement, as well as other associated agreements, that authorizes, but does not require, MineWater to accept transfer of both the Water Tunnel Permit and the Extension Tunnel Permit. Upon closing of said Purchase and Sale Agreement, the Division will simultaneously approve transfer of said permits to MineWater, subject to the terms of this Consent Order and Settlement Agreement.

11. This Consent Order and Settlement Agreement is intended to resolve all prior water discharge violations, whether alleged or unalleged, associated with the London Mine and create a framework for treatment and compliance of future water discharges from the London Mine upon closing of the Purchase and Sale Agreement transaction among the applicable Parties.

STATEMENT OF PURPOSE

12. The mutual objectives of the Parties in entering into this Consent Order and Settlement Agreement are:

    a. To establish compliance requirements and criteria for the continued operation of the Water Tunnel Facility; and

    b. To resolve, without further administrative action or litigation, the orders, directives, claims and penalties associated with (1) the alleged violations cited herein; (2) the alleged violations cited in the Notice of Violation /Cease and Desist Order (Number: IO-090715-1that the Division issued to London Mine, LLC on July 15, 2009); (3) the violations cited in Notice of Violation /Cease and Desist Order, Number: IO-130321-1 that the Division reissued to London Mine, LLC on March 21, 2013, as upheld on appeal by the Office of Administrative Courts through an Initial Decision issued on January 6, 2016; (4) the alleged violations cited in the Notice of Violation/Cease and Desist Order/ Order for Civil Penalty (Number: IO-150730-1) issued to London Mine, LLC, the Estate, and Meyer on July 30, 2015, and (5) any potential orders, directives, claims and penalties against any Party arising from or relating to discharges from the London Mine arising or occurring prior to and as of the effective date of this Consent Order and Settlement Agreement; and

    c. To facilitate the sale of the London Mine Property to MineWater so that MineWater can implement measures to address contaminated water at the London Mine that is currently not being treated adequately; and

    d. To recognize that MineWater will implement the most feasible method of water treatment at the London Mine and to develop a supportive regulatory framework for addressing the water quality conditions at the London Mine property, including revising certain Colorado Discharge Permit System conditions and/ or stream standards, if appropriate; and

    e. To recognize that MineWater may in the future seek permits to undertake bona fide mining activity including reopening the London Mine for mining activity; and

    f. To establish a framework for the adoption of a feasibility-based ambient standard and/or a discharger specific variance for certain parameters, specifically including metals, in No Name Creek, South Mosquito Creek and Mosquito Creek for the discharge associated with the London Mine Water Tunnel Facility; and

    g. To establish an enforceable compliance schedule for MineWater to achieve compliance with the Water Tunnel Permit from the date of this Consent Order and Settlement Agreement going forward, as said Water Tunnel Permit may be revised to the extent feasibility-based ambient standards are adopted for the relevant stream segments and/or a discharger specific variance is approved for the Water Tunnel Facility, but in no event will compliance requirements for zinc and/or cadmium be made more stringent than the current Water Tunnel Permit; and

    h. To establish stipulated penalties for Water Tunnel Permit effluent violations that may occur subsequent to MineWater's signature to this Consent Order and Settlement Agreement and prior to completion of the compliance schedule specified herein (September 30, 2018); and

i. To facilitate the transfer of the Extension Tunnel Permit from PCMD #9 to MineWater and establish a framework for future termination of the Extension Tunnel Permit as specified herein; and

j. To facilitate the transfer of the Water Tunnel Permit from London Mine, LLC to MineWater; and

k. To enable PCMD #9 to make additional improvements to the Extension Tunnel Facility, specifically approving the use of a sulfide based reagent as a chemical addition to the treatment process; and

l. To have this Consent Order and Settlement Agreement supersede and replace the 2004 Stipulation.

DIVISION'S FINDINGS OF FACT AND DETERMINATION OF VIOLATIONS

13. Based upon the Division's investigation into and review of the compliance issues identified herein, and in accordance with §§ 25-8-602 and 605, C.R.S., the Division has made the following determinations regarding London Mine, LLC, the Water Tunnel Facility, and the London Mine, LLC's, the Estate's and Meyer's compliance with the Act and the Water Tunnel Permit.

14. At all times relevant to the alleged violations identified herein, London Mine, LLC was a limited liability company formed in accordance with Colorado law.

15. In addition to naming London Mine, LLC, the Division named both the Estate and Meyer - in her capacity as Personal Representative for the Estate and the Manager of London Mine, LLC - as respondents in its July 30, 2015 Notice of Violation/Cease and Desist Order/Civil Penalty Order (Number IO-150730-1).

16. London Mine, LLC, the Estate, and Meyer are "persons" as defined under the Water Quality Control Act, § 25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, § 61.2(73).

17. Pursuant to 5 CCR 1002-61, § 61.8, London Mine, LLC, is required to comply with all the terms and conditions of the Water Tunnel Permit, and violations of such terms and conditions as specified in the Water Tunnel Permit may give rise to civil and criminal liability pursuant to §§ 25-8-601 through 25-8-612, C.R.S.

London Mine, LLC's Failure to Comply with Permit Effluent Limitations

18. Pursuant to Part I.A.1. of the Water Tunnel Permit, London Mine, LLC's permitted discharge shall not exceed, among others not subject of this action, the effluent limitations specified below:

London Mine LLC DISCHARGE LIMITATIONS				
Parameter	**30-day Average**	**7-day Average**	**Minimum-Maximum**	**85th Percentile of 24 month Rolling Average**
Total Suspended Solids, mg/l	20	30	--	--
pH, s.u.	--	--	6.5-9.0	--
Zinc, potentially dissolved (µg/l)	--	1,300	--	654
Cadmium, potentially dissolved (µg/l)	3.2	--	--	--

19. Pursuant to Part I.B.1 of the Water Tunnel Permit, London Mine, LLC is required to monitor defined effluent parameters at specified frequencies to provide an indication of compliance or non-compliance with the effluent limitations of the Water Tunnel Permit.

20. Pursuant to Part I.E.1 of the Water Tunnel Permit, London Mine, LLC is required to summarize and report the results of its effluent monitoring to the Division via monthly discharge monitoring reports ("DMRs"). Each discharge monitoring report is to include a certification by London Mine, LLC that the information provided therein is true, accurate and complete to the knowledge and belief of London Mine, LLC.

21. London Mine, LLC's DMRs submitted for Outfall 001A for the reporting periods between September 2006 and May 2016 include, among other information and data, the effluent concentration data summarized in Exhibit A for total suspended solids, pH, potentially dissolved cadmium, and potentially dissolved zinc, which exceeded the effluent limitations imposed by Part I.A.1. of the Water Tunnel Permit. *See* Exhibit A, attached.

22. Total suspended solids, pH, potentially dissolved cadmium, and potentially dissolved zinc are "pollutants" as defined by § 25-8-103(15), C.R.S. and its implementing permit regulation 5 CCR 1002-61, § 61.2(76), or indicators thereof.

23. The Water Tunnel Permit does not authorize the pollutant discharge levels identified above in paragraph 21 and London Mine, LLC does not have any other permits authorizing such discharges into state waters.

24. London Mine, LLC's failure to comply with the Water Tunnel Permit effluent limitations constitutes violations of Part I.A.1 of the Water Tunnel Permit.

Discharging Without a Permit

25. Pursuant to § 25-8-501(1), C.R.S., and 5 CCR 1002-61, § 61.3(1)(a), no person shall discharge any pollutant into any state water from a point source without first having obtained a permit from the

Division for such discharge, and no person shall discharge into a ditch or man-made conveyance for the purpose of evading the requirement to obtain a permit under this article.

26. On May 27, 2015 the Division received notification from London Mine, LLC that the flow measuring device located at Outfall 001A had recorded a reduced discharge flow rate and upon investigation it was discovered that the concrete retaining wall around the London Mine Water Tunnel portal had collapsed and was obstructing the flume that normally conveys mine water from the London Mine to the sedimentation pond. Therefore, approximately fifty to sixty percent of the mine water exiting the London Mine Water Tunnel portal was flowing overland and discharging into South Mosquito Creek (the other forty to fifty percent of the mine water exiting the London Mine Water Tunnel portal was being directed to the sedimentation pond and discharging through Outfall 001A). Subsequent flow data provided by London Mine, LLC that was obtained from the flow measuring device located at Outfall 001A establish that the discharge flow rate at Outfall 001A began to decrease by approximately fifty percent on May 23, 2015.

27. On June 1, 2015, the Division received notification from the London Mine, LLC that the concrete material obstructing the flume had been removed and mine water exiting the London Mine Water Tunnel portal was once again being directed to the sedimentation pond and discharging through Outfall 001A. Subsequent flow data provided by London Mine, LLC that was obtained from the flow measuring device located at Outfall 001A establish that the discharge flow rate at Outfall 001A returned to normal on June 1, 2015. Therefore, the discharge of mine water from the London Mine Water Tunnel portal into South Mosquito Creek occurred from at least May 23, 2015 through June 1, 2015.

28. The mine water discharged from the London Mine Water Tunnel portal into South Mosquito Creek contained, among other things, cadmium, zinc, copper, iron, lead, manganese, nickel, suspended solids, and had acidic pH values. Cadmium, zinc, copper, iron, lead, manganese, nickel, suspended solids, and acidic pH are "pollutants" as defined by § 25-8-103(15), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, § 61.2 (76), or indicators thereof.

29. South Mosquito Creek is "state waters" as defined by § 25-8-103(19), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, § 61.2 (102).

30. The London Mine Water Tunnel portal is a "point source" as defined by § 25-8-103(14), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, § 61.2 (75).

31. Pursuant to Part II.A.8. of the Permit, any discharge to state waters from a point source other than the specifically authorized Outfall 001A is prohibited.

32. London Mine, LLC, the Estate, and Meyer do not have any other permits authorizing the discharge of pollutants from the London Mine Water Tunnel portal overland and into South Mosquito Creek.

33. The discharge of cadmium, zinc, copper, iron, lead, manganese, nickel, and suspended solids, and acidic pH overland and into South Mosquito Creek constitutes a "discharge of pollutants" as defined by § 25-8-103(3), C.R.S.

34. The discharge of cadmium, zinc, copper, iron, lead, manganese, nickel, and suspended solids, and acidic pH from the London Mine Water Tunnel portal overland and into South Mosquito Creek constitutes an unauthorized discharge of pollutants from a point source into state waters in violation of § 25-8-501(1), C.R.S., 5 CCR 1002-61, § 61.3(1)(a), and Part II.A.8. of the Permit.

ORDER AND AGREEMENT

35. Based on the foregoing factual and legal determinations, pursuant to its authority under §§25-8-602 and 605, C.R.S., and in satisfaction of the alleged violations cited herein and in the NOV/CDOs, No. IO-090715-1, No. IO-130321-1, and No. IO-150730-1, and associated Orders for Civil Penalty, where applicable, the Division orders London Mine, LLC, the Estate, the Personal Representative, Meyer, and MineWater, as subsequent purchaser of the London Mine and mineral interests, to comply with all provisions of this Consent Order and Settlement Agreement, including all requirements set forth below, as applicable to each Party.

36. London Mine, LLC, the Estate, the Personal Representative, Meyer, and MineWater agree to the terms and conditions of this Consent Order and Settlement Agreement. London Mine, LLC, the Estate, the Personal Representative, Meyer, and MineWater agree that this Consent Order and Settlement Agreement constitutes a notice of alleged violation and an order issued pursuant to §§ 25-8-602 and 605, C.R.S., and is an enforceable requirement of the Act. London Mine, LLC, the Estate, the Personal Representative, Meyer and MineWater also agree not to challenge directly or collaterally, in any judicial or administrative proceeding brought by the Division or by London Mine, LLC, the Estate, the Personal Representative, Meyer, and MineWater against the Division:

    a. The issuance of this Consent Order and Settlement Agreement;

    b. The factual and legal determinations made by the Division herein; and

    c. The Division's authority to bring, or the court's jurisdiction to hear, any action to enforce the terms of this Consent Order and Settlement Agreement under the Act.

37. Notwithstanding the above, London Mine, LLC, the Estate, Meyer, the Personal Representative, and MineWater do not admit to any of the factual or legal determinations made by the Division herein (including those in the Background section), and any action undertaken by MineWater pursuant to this Consent Order and Settlement Agreement, shall not constitute evidence of fault or liability by London Mine, LLC, the Estate, the Personal Representative, Meyer, or MineWater with respect to the London Mine. London Mine, LLC, the Estate, the Personal Representative, Meyer, THF, PCMD#9, and MineWater expressly reserve their rights to deny any of the Division's factual or legal determinations and defend themselves in any third party proceeding relating to the information identified in this Consent Order and Settlement Agreement.

38. The Division agrees to dismiss its pending action before the Department involving the NOV/CDO No. IO-130321-1 and its associated Order for Civil Penalty IP-150317-1, and its pending action before the Colorado Office of Administrative Courts involving NOV/CDO/OCP No. IO-150730-1, and any related or ancillary action involving water discharges from the London Mine Water Tunnel pending as of the effective date of this Consent Order and Settlement Agreement.

Compliance Requirements

39. Within thirty (30) calendar days of the effective date of this Consent Order and Settlement Agreement, MineWater will initiate a detailed evaluation of the London Mine Water Tunnel Facility's wastewater treatment system with the goal of determining appropriate mine water management and treatment measures and the associated effect(s) on the quality of the Water Tunnel discharge. This evaluation will include: an inventory of mine water flows, including

quality, quantity, and suspected source(s); an inventory of uncontrolled inflows of low pH/high metals concentrations waters into the London Mine Water Tunnel from within the London Mine; an evaluation of the capabilities of the current Water Tunnel Treatment Facility; evaluation of potential improvements to the Water Tunnel Treatment Facility; and an evaluation of expected capabilities of in-mine water treatment. The evaluation shall also determine the expected resulting quality of water treated by the following in-mine technology: collection of a portion of the poorest quality mine water flow and routing to an in-mine reaction vessel (Lower Davis Ore body), addition of carbon sources to create and sustain low redox conditions to support microbial sulfate reduction, and retention of the amended water for not less than fourteen (14) days. The results of the evaluation will be used to inform a feasibility based solution to address the Water Tunnel discharge.

40. Within thirty (30) calendar days of the effective date of the Consent Order and Settlement Agreement, MineWater will file a petition for a site-specific rulemaking hearing before the Water Quality Control Commission seeking a feasibility-based solution to address the Water Tunnel discharge, either feasibility based ambient standards for No Name Creek, South Mosquito Creek, and Mosquito Creek for zinc, cadmium, arsenic, lead, copper and silver, or a Discharger-Specific Variance for the Water Tunnel for zinc, cadmium, arsenic, lead, copper and silver. Under either approach, such petition for a site-specific rulemaking hearing may include additional parameters. The numeric standards or alternate effluent limits that will be proposed will be based on the expected quality of the water after treatment (as evaluated in paragraph 39 above) and will include suitable buffers to accommodate seasonal and operational variability. MineWater and the Division agree to cooperate as much as reasonably possible in the rulemaking proceedings in an effort to support adoption of the ambient based standards (including but not limited to obtaining and gathering appropriate data and meeting jointly with the Environmental Protection Agency). The Division agrees to maintain the administrative extension of the existing Water Tunnel Discharge Permit and Extension Tunnel Discharge Permit at least until such time as the Water Quality Control Commission adopts feasibility based ambient standards for No Name Creek, South Mosquito Creek and Mosquito Creek or a discharger specific variance for the Water Tunnel discharge, but not to extend past December 31, 2018. In the event that standards are proposed in the future for any parameter other than those included in the petition for a site-specific rulemaking hearing described at the beginning of this paragraph, the process described in this paragraph may be used to determine such standards as well.

41. Within forty-five (45) calendar days of the effective date of this Consent Order and Settlement Agreement, MineWater will commence repairs of the Water Tunnel and related structures in an attempt to address blockages and any impounded water in the Water Tunnel, and implement the following Work Plan which contemplates managing and treating mine water flows differently based on quality. Better quality water from the Water Tunnel may temporarily bypass the Water Tunnel sediment pond. Mine water with higher concentrations of metals and/or sediment will be captured, contained and treated utilizing the Water Tunnel sediment pond. The Work Plan shall include at a minimum the treatment of the water generated during repair activities and shall include cessation of in-mine activities that are expected to dislodge sludge if the treatment capacity of the system is exceeded. Where possible, including near the mine portal entrance, MineWater shall separately collect and convey the cleaner water to bypass around the settling pond from upstream of the repair area to focus the limited treatment and settling capacity on the worst quality water. The Work Plan shall include the following specific steps: 1) inspecting, repairing and maintaining the existing settling pond system to increase pond capacity (both volume and treatment capacity) and provide capacity to handle mine water surges, should they

occur, 2) removing sludge and sediment from the existing settling pond system to an on-site repository under normal treatment operations into geotextile bags located next to the repository, but if the capacity of the bags is exceeded then sludge may be directed to the on-site repository in a slurry form for short-term (emergency) situations, 3) real time monitoring of flow in the Water Tunnel during active mine repairs and waste removal activities for total suspended solids, pH and electrical conductivity to provide information that shall be used to determine which water sources to segregate for treatment, taking into consideration any planned in-mine work activities, 4) directing cleaner water around the sediment pond (bypass) 5) directing the remaining worst quality water to the settling ponds for treatment and discharge, and 6) amending the worst quality water with NaOH and polymer flocculant at the treatment system headworks to enhance precipitation and settling of contaminants. The Division expressly approves this temporary bypass during Water Tunnel repair work for a period of time not to exceed a total of forty-five (45) days (days do not have to be consecutive). MineWater shall notify the Division two (2) days prior to each bypass period and within 2 days of completing each bypass period. MineWater and the Division acknowledge and agree that any exceedances of effluent limitations associated with these efforts shall be addressed via the stipulated penalty provisions set forth in paragraph 53 of this Consent Order and Settlement Agreement.

42. Within ninety (90) calendar days of the effective date of this Consent Order and Settlement Agreement, MineWater will begin implementing reasonable measures to permanently segregate the inventory of uncontrolled inflows of low pH/high metals concentrations waters into the London Mine Water Tunnel from within the London Mine and begin in-mine treatment of said flows to reduce metals loadings in the London Mine Water Tunnel discharge. In connection with these efforts, MineWater will provide the Division with the following information: (a) the results of the electrical conductivity survey of the contributing water sources within the London Mine Water Tunnel; (b) a constructability assessment report for separation of the highly conductive water presumed to contain the highest concentrations of zinc, cadmium, arsenic, lead, copper and silver; (c) a sampling report to indicate the concentrations of zinc, cadmium, arsenic, lead, copper and silver contained in the contributing water sources; (d) construction documentation report with system designs and photographic evidence demonstrating the capture and collection of contributing sources of zinc, cadmium, arsenic, lead, copper and silver, the conveyance system transporting water to the reinjection point into the lower reaches of the London Mine itself, the reinjection point, the reagent addition point(s) and the reagent storage system, as constructed; and (e) an evaluation of the effectiveness of the in-mine treatment.

43. Within one (1) year of the effective date of this Consent Order and Settlement Agreement, MineWater will have the infrastructure associated with the in-mine treatment system fully installed and operational and begin optimization of said system to reduce exceedances of the effluent limits, if any.

44. By September 30, 2018, MineWater will complete any such optimization efforts and operate said in-mine treatment system necessary to meet the permit limits of the Water Tunnel Discharge Permit and/or ambient-based water quality standards (as revised) and/or a discharger specific variance.

45. Beginning no later than thirty (30) calendar days after the effective date of this Consent Order and Settlement Agreement, MineWater shall conduct stream sampling in South Mosquito Creek for hardness, zinc, cadmium, arsenic, lead, copper, and silver at the location downstream of the Facility's outfall known as stream monitoring location number SMC003. All such sampling at SMC003 shall occur on the same day as the Water Tunnel Permit specified effluent sampling event. Sample collection and laboratory analysis shall be conducted using U.S. Environmental Protection Agency approved methods. MineWater shall report the results of the stream monitoring

electronically to the Division within thirty (30) calendar days of receipt of the results. MineWater shall continue the stream monitoring until closure of this Consent Order and Settlement Agreement or until such time as the Division issues written notice modifying the monitoring requirement or written notice that the monitoring may cease, whichever occurs sooner, but in no event will MineWater's downstream monitoring requirements required by this Consent Order and Settlement Agreement extend beyond September 30, 2018.

46. Within seven (7) calendar days of the effective date of this Consent Order and Settlement Agreement, and until such a time that the Extension Tunnel Permit is terminated or revised, MineWater shall install and maintain a clarifier at the Extension Tunnel Treatment Facility and may begin using sulfide-based treatment reagents such as calcium polysulfide in the treatment process to improve chemical contact time and the overall effectiveness of the treatment process. Upon initiation of sulfide dosing, MineWater shall begin monthly grab sampling and analysis for sulfate and sulfide at Extension Tunnel Outfall 001A. All sampling and analysis shall be performed in accordance with methods specified in 40 C.F.R. Part 136, and at a minimum, shall achieve a sufficiently sensitive practical quantitation limit as outlined in the Division's Practical Quantitation Limits (PQLs) policy (February 3, 2015). In addition to the effluent limitations and monitoring frequencies specified in Part I.A.1. and Part I.B.1. of the Extension Tunnel Permit, the discharge at Extension Tunnel Outfall 001A shall be monitored as specified below:

EXTENSION TUNNEL OUTFALL 001A SULFATE AND SULFIDE DISCHARGE LIMITATIONS			
Effluent Parameter	Effluent Limitation Concentration	Monitoring Requirements	
	30-day Average	Frequency	Sample Type
Sulfate, mg/ l	Report	Monthly	Grab
Sulfide, mg/l	Report	Monthly	Grab

MineWater shall summarize and report the results of its monitoring to the Division in a cover letter attached with the monthly discharge monitoring reports ("DMRs") for the Extension Tunnel Permit. If MineWater does not utilize a sulfide-based treatment reagent during the reporting period then no analysis of sulfate or sulfide shall be required.

47. MineWater shall take all reasonable measures to obtain representative samples of the effluent from the Water Tunnel and Extension Tunnel permitted outfall locations identified in the respective Water Tunnel and Extension Tunnel permits. In the event that the outfall location is not accessible for the duration of an entire monitoring period because of adverse weather conditions, MineWater shall provide evidence (e.g. photographs, pertinent regional weather data, field notes, etc.) documenting that sampling of the discharge is not safe. This documentation shall be provided to the Division along with the associated DMR for that reporting period.

48. Beginning September 30, 2016 and every calendar quarter thereafter, until such time as this Consent Order and Settlement Agreement is closed or the Division decrees so in writing, MineWater shall submit quarterly progress reports to the Division. At a minimum, each report shall outline activities undertaken in the previous quarter and shall specify what activities will be undertaken within the next quarter to achieve compliance with this Consent Order and Settlement Agreement. If MineWater or THF has filed any applications to make any additional portion of the London Mine Water Rights absolute, then the quarterly progress report shall notify the Division of that fact and the status of such water court proceedings.

49. Upon proper demonstration that the flows from the Extension Tunnel are being adequately addressed by the improvements contemplated and constructed within the London Mine Water Tunnel or are otherwise no longer emanating from the Extension Tunnel, MineWater may petition for a termination of the Extension Tunnel Permit. The Division will support said petition so long as it is satisfied that the flows from the Extension Tunnel are being adequately addressed via the London Mine Water Tunnel Facility.

50. All documents submitted under this Consent Order and Settlement Agreement shall use the same titles as stated in this Consent Order and Settlement Agreement, and shall reference both the number of this Consent Order and Settlement Agreement and the number of the paragraph pursuant to which the document is required.

CIVIL PENALTY

51. Based upon the factors set forth in §25-8-608(1), C.R.S., and consistent with Departmental policies for violations of the Act, and as contemplated herein (including and subject to the contingencies set forth below), MineWater shall pay Nine Hundred Twenty Five Thousand Dollars ($925,000.00) in civil penalties. The Division intends to petition the Executive Director, or his designee, to impose the Nine Hundred Twenty Five Thousand Dollars ($925,000.00) civil penalty and MineWater agrees to make payments towards this penalty in accordance with the following terms: within thirty (30) calendar days of the issuance of an Order for Civil Penalty by the Executive Director or his designee, MineWater shall make an initial payment of Two Hundred Thousand Dollars ($200,000.00) in civil penalties. For a period of three years, and on the anniversary of the execution of this Consent Order and Settlement Agreement, so long as additional water from the conditional portion of the London Mine Water Rights is perfected as absolute, MineWater will pay an additional Seventy Five Thousand Dollars ($75,000.00) in civil penalties annually to the Division in additional civil penalty payments (the "Annual Payments"). The sum of the Annual Payments shall not exceed a total of Two Hundred Twenty Five Thousand Dollars ($225,000.00), shall be paid without interest, and payment of the same shall be contingent upon the subsequent entry of a Water Court decree perfecting a minimum of at least 2 c.f.s. of the London Mine Water Rights (over and above the existing absolute decreed amounts for said London Mine water right. To the extent a triggering event under the Purchase and Sale Agreement occurs relative to the payment of water royalties (but not mineral royalties) to the Estate or the beneficiaries of the Estate, before any such water royalty payments are made, MineWater will make a final lump sum payment to the Division in the amount of Five Hundred Thousand Dollars ($500,000.00) in civil penalties. Said final lump sum payment shall be paid without interest. Upon payment of said final lump sum payment to the Division, no additional civil penalty payments shall be due under this Consent Order and Settlement Agreement. The Division intends to petition the Executive Director, or his designee, to impose the civil penalty fine for the above violation(s) as contemplated herein, and MineWater agrees to make the initial payment within thirty (30) calendar days of the issuance of a Penalty Order by the Executive Director or his designee consistent with the triggering events contemplated herein. Method of payment shall be by certified or cashier's check drawn to the order of the "Colorado Department of Public Health and Environment," and delivered to:

Kelly Morgan
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CWE-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Notwithstanding that MineWater agrees to the payment of the civil penalty imposed hereby in accordance with the terms hereof, as applied to MineWater, the civil penalty to be paid pursuant to this paragraph is not meant to penalize or fine MineWater in any way because MineWater did not commit any of the violations of the Act described above and did not own or operate the London Mine when such violations occurred.

52. Neither London Mine, LLC, the Estate, the Personal Representative, Meyer, THF nor PCMD#9 has any performance or payment obligations under this Consent Order and Settlement Agreement.

STIPULATED PENALTIES

53. MineWater agrees that it shall pay a stipulated penalty payment for each zinc, cadmium, and total suspended solids ("TSS") effluent violation reported under the Water Tunnel Permit subsequent to closing and the Parties execution of this Consent Order and Settlement Agreement and prior to September 30, 2018. In the event that a TSS effluent violation occurs, the stipulated penalty will be $750.00. In the event that a zinc or cadmium effluent violation occurs during a monitoring period, the magnitude of the penalty will be based on ambient water quality conditions. Should the ambient water quality monitoring data collected pursuant to paragraph 45 establish an exceedance of the applicable Water Quality Control Commission stream standard for zinc and/or cadmium in Segment COSPUS02c during the monitoring period, the stipulated penalty for such effluent violation(s) will be increased to the Tier 2 exceedance level set forth in the table, below. On the condition that the quality of the effluent from the Water Tunnel Facility does not deteriorate from the current quality and that MineWater is at all times properly operating and maintaining all facilities and systems of treatment and control at the Water Tunnel Facility, the Division and MineWater agree that the following stipulated penalties shall apply to zinc, cadmium, and TSS effluent violations that occur following the Parties' execution of this Consent Order and Settlement Agreement and lasting through September 30, 2018, so that the maximum stipulated penalty incurred for any month is set forth below:

MineWater STIPULATED PENALTY TABLE		
PARAMETER	**Tier 1 Stipulated Penalty Penalty per month for effluent violation and no exceedance of stream standard**	**Tier 2 Stipulated Penalty Penalty per month for effluent violation and an exceedance of stream standard**
Zinc, potentially dissolved	$750	$1,200
Cadmium, potentially dissolved	$750	$1,200
Total Suspended Solids	$750	NA

54. Following MineWater's submittal of a DMR that establishes Water Tunnel Permit effluent violation(s) for zinc and/or cadmium and/or TSS during a monitoring period, MineWater agrees that it will make a stipulated penalty payment within sixty (60) calendar days of its DMR submittal. All payment of stipulated penalties shall be made in the same manner set forth in paragraph 51 above and MineWater shall include a cover letter outlining MineWater's methodology of determining the stipulated penalty amount.

SCOPE AND EFFECT OF CONSENT ORDER AND SETTLEMENT AGREEMENT

55. The Parties agree and acknowledge that this Consent Order and Settlement Agreement constitutes a full and final settlement of all claims, orders, directives and violations alleged herein and in the NOV/CDOs, No. IO-090715-1, No. IO-130321-1, and No. IO-150730-1 and any potential penalties against any Party associated with water discharges from the London Mine Water Tunnel or London Mine Extension Tunnel arising or occurring prior to and as of the effective date of this Consent Order and Settlement Agreement.

56. This Consent Order and Settlement Agreement is subject to the Division's "Public Notification on Administrative Enforcement Actions Policy," which includes a thirty day public comment period. The Parties each reserve the right to withdraw consent to this Consent Order and Settlement Agreement if comments received during the thirty day period result in any proposed modification to the Consent Order and Settlement Agreement.

57. This Consent Order and Settlement Agreement constitutes a final agency order or action upon a determination by the Division following the public comment period. Following the closing of the transaction contemplated in the Purchase and Sale Agreement, any violation of the provisions of this Consent Order and Settlement Agreement by MineWater, including any false certifications, shall be a violation of a final order or action of the Division for the purpose of § 25-8-608, C.R.S., and may result in the assessment of civil penalties of up to ten thousand dollars per day for each day during which such violation occurs.

58. The Parties' obligations under this Consent Order and Settlement Agreement are limited to the matters expressly stated herein or in approved submissions required hereunder. All submissions made pursuant to this Consent Order and Settlement Agreement are incorporated into this Consent Order and Settlement Agreement and become enforceable under the terms of this Consent Order and Settlement Agreement.

59. The Parties agree and acknowledge that this Consent Order and Settlement Agreement provides no relief or resolution for Water Tunnel Permit effluent violations that may occur after September 30, 2018; provided, however, that in such an event neither London Mine LLC, the Estate, the Personal Representative, Meyer, THF nor PCMD#9 shall have any liability for such violations.

60. The Division's and/or the Water Quality Control Commission's approval of any submission, standard, or action by MineWater under this Consent Order and Settlement Agreement shall not constitute a defense to, or an excuse for, any prior violation of the Act, or any subsequent violation of any requirement of this Consent Order and Settlement Agreement or the Act.

61. Notwithstanding the above, the violations and alleged violations described in this Consent Order and Settlement Agreement will not constitute part of MineWater's compliance history for purposes where such history is relevant. This includes considering the violations described above in assessing a penalty for any subsequent violations against MineWater. Since MineWater has no relation to London Mine, LLC prior to closing, London Mine, LLC's past compliance history, or lack thereof, shall not be used by the Division in any subsequent violation penalty calculations related to MineWater's activities, if any.

62. MineWater shall comply with all applicable Federal, State, and/or local laws in fulfillment of its obligations hereunder and shall obtain all necessary approvals and/or permits to conduct the activities required by this Consent Order and Settlement Agreement. The Division makes no representation with respect to approvals and/or permits required by Federal, State, or local laws other than those specifically referred to herein.

63. In the event a renewal Water Tunnel Permit is issued to MineWater prior to December 31, 2018, the Division shall incorporate by reference into such permit the "Compliance Requirements" and "Stipulated Penalties" provisions of this Consent Order and Settlement Agreement, and such provisions shall govern through December 31, 2018.

64. Nothing in this Consent Order and Settlement Agreement shall be interpreted to preclude the assignment or delegation by MineWater of any of its obligations described herein, including its obligations under the Water Tunnel and Extension Tunnel permits, pursuant to CDPHE-approved procedures.

LIMITATIONS, RELEASES AND RESERVATION OF RIGHTS AND LIABILITY

65. Upon the effective date of this Consent Order and Settlement Agreement, this Consent Order and Settlement Agreement shall stand in lieu of any other enforcement actions by the Division with respect to the specific instances of violations cited herein and in the NOV/CDOs, No. IO-090715-1, No. IO-130321-1, and No. IO-150730-1, and any potential penalties against the Parties arising from or relating to discharges from the London Mine Water Tunnel and London Mine Extension Tunnel occurring prior to and as of the effective date of this Consent Order and Settlement Agreement. The Division reserves the right to bring any action to enforce this Consent Order and Settlement Agreement, including actions for penalties or the collection thereof, and/or injunctive relief.

66. This Consent Order and Settlement Agreement does not grant any release of liability for any violations not specifically cited herein.

67. London Mine, LLC, the Estate, the Personal Representative, Meyer, and MineWater each reserves its rights and defenses regarding the discharges to state waters from the London Mine Water Tunnel and London Mine Extension Tunnel other than proceedings to enforce this Consent Order and Settlement Agreement.

68. Nothing in this Consent Order and Settlement Agreement shall preclude the Division from imposing additional requirements necessary to protect human health or the environment and to effectuate the purposes of the Consent Order and Settlement Agreement. Nor shall anything in this Consent Order and Settlement Agreement preclude the Division from imposing additional requirements in the event that additional information is discovered that indicates such requirements are necessary to protect human health or the environment. The Division shall not impose or seek to impose any requirements against London Mine LLC, the Estate, the Personal Representative, or Meyer.

69. London Mine, LLC, the Estate, Meyer, and MineWater release and covenant not to sue the State of Colorado or its employees, agents or representatives as to all common law or statutory claims or counterclaims or for any injuries or damages to persons or property resulting from acts or omissions of London Mine, LLC, the Estate, Meyer, and MineWater, or those acting for or on behalf of London Mine, LLC, the Estate, Meyer, and MineWater, including their members, officers, employees, agents, successors, representatives, contractors, consultants or attorneys, in carrying out their activities, if any, pursuant to this Consent Order and Settlement Agreement. MineWater shall not hold out the State of Colorado or its employees, agents or representatives as a party to any contract entered into by MineWater in carrying out activities pursuant to this Consent Order and Settlement Agreement. Nothing in this Consent Order and Settlement Agreement shall constitute an express or implied waiver of immunity otherwise applicable to the State of Colorado, its employees, agents or representatives.

70. As originally provided in the 2004 Stipulation and other agreements, London Mine, LLC, Meyer, the Estate, the Personal Representative, and their successors and assigns agree to not oppose or participate in any future water court application involving the London Mine Water Rights.

OFFSITE ACCESS

71. To the extent any plan submitted by MineWater requires access to property not owned or controlled by MineWater, MineWater shall use its best efforts to obtain site access from the present owners of such property to conduct required activities, and to allow Division access to such property to oversee such activities. In the event that site access is not obtained when necessary, MineWater shall notify the Division in writing regarding its best efforts and its failure to obtain such access.

SITE ACCESS AND SAMPLING

72. The Division shall be permitted to oversee any and all work being performed under this Consent Order and Settlement Agreement. The Division shall be permitted access to the Facility property at any time work is being conducted pursuant to this Consent Order and Settlement Agreement, and during reasonable business hours during any period work is not being conducted, for the purposes of determining MineWater 's compliance with the Act, the Regulations, and this Consent Order and Settlement Agreement. The Division shall be permitted to inspect work sites, operating and field logs, contracts, manifests, shipping records, and other relevant records and documents relating to this Consent Order and Settlement Agreement or any requirement under this Consent Order and Settlement Agreement and to interview MineWater personnel and contractors performing work required by this Consent Order and Settlement Agreement. Nothing in this paragraph limits or impairs the Division's statutory authorities to enter and inspect the Facility.

73. The Division may conduct any tests necessary to ensure compliance with this Consent Order and Settlement Agreement and to verify the data submitted by MineWater. MineWater shall notify the Division in writing of any sampling activities undertaken pursuant to any plan or requirement of this Consent Order and Settlement Agreement a minimum of seventy-two (72) hours prior to the sampling being conducted, and shall provide split samples to the Division upon request.

74. MineWater shall notify the Division in writing of any excavation, construction (including the construction of monitoring wells) or other investigatory or remedial activities undertaken pursuant to any plan or requirement of this Consent Order and Settlement Agreement a minimum of seventy-two (72) hours prior to beginning the excavation, construction, or required activity. MineWater shall provide the Division any blue print, diagram, construction or other permits for any construction activity undertaken pursuant to this Consent Order and Settlement Agreement upon request.

FORCE MAJEURE AND OTHER EVENTS PREVENTING OR DELAYING PERFORMANCE BY MINEWATER

75. MineWater shall perform the requirements of this Consent Order and Settlement Agreement within the schedules and time limits set forth herein and in any approved plan unless: (1) the performance is prevented or delayed by events that constitute a force majeure, as defined below; or (2) the performance is prevented or delayed by a mine collapse that does not fall within the definition of force majeure. A force majeure is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the reasonable control of MineWater, and which cannot be overcome by due diligence, including any act of God, strike, lockout, or other industrial

disturbance, act of the public enemy, war, blockade, public riot, explosion, lightning, fire, storm, flood, earthquake, or other act of nature, (and any mine collapse resulting from the preceding list of events), governmental action, governmental delay, restraint or inaction, and unavailability of equipment.

76. Within seventy-two (72) hours of the time that MineWater knows or has reason to know of the occurrence of any event which MineWater has reason to believe may prevent MineWater from timely compliance with any requirement under this Consent Order and Settlement Agreement, MineWater shall provide verbal notification to the Division. Within seven (7) calendar days of the time that MineWater knows or has reason to know of the occurrence of such event, MineWater shall submit to the Division a written description of the event causing the delay, the reasons for and the expected duration of the delay, and actions which will be taken to mitigate the duration of the delay.

77. The burden of proving that any delay was caused by a force majeure shall at all times rest with MineWater. If the Division agrees that a force majeure has occurred, the Division will so notify MineWater. The Division will also approve or disapprove of MineWater's proposed actions for mitigating the delay. If the Division does not agree that a force majeure has occurred, or if the Division disapproves of MineWater's proposed actions for mitigating the delay, it shall provide a written explanation of its determination to MineWater. Pursuant to the Dispute Resolution section, within fifteen (15) calendar days of receipt of the explanation, MineWater may file an objection.

78. Delay in the achievement of one requirement shall not necessarily justify or excuse delay in the achievement of subsequent requirements. In the event any performance under this Consent Order and Settlement Agreement is found to have been delayed by a force majeure, MineWater shall perform the requirements of this Consent Order and Settlement Agreement that were delayed by the force majeure with all due diligence.

DISPUTE RESOLUTION

79. If the Division determines that that a violation of this Consent Order and Settlement Agreement has occurred; that a force majeure has not occurred; that the actions taken by MineWater to mitigate the delay caused by a force majeure are inadequate; that MineWater's Notice of Completion should be rejected pursuant to paragraph 86, the Division shall provide a written explanation of its determination to MineWater. Within fifteen (15) calendar days of receipt of the Division's determination, MineWater shall:

    a. Submit a notice of acceptance of the determination; or
    b. Submit a notice of dispute of the determination.

    If MineWater fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

80. If the Division disapproves or approves with modifications any original or revised plan submitted by MineWater pursuant to this Consent Order and Settlement Agreement, the Division shall provide a written explanation of the disapproval or approval with modifications. Within fifteen (15) calendar days of receipt of the Division's approval with modifications or disapproval of the plan, MineWater shall:

    a. In the case of an approval with modifications only, submit a notice of acceptance of the

plan as modified and begin to implement the modified plan;

b. In the case of a disapproval only, submit a revised plan for Division review and approval. MineWater may not select this option if the Division has included in its disapproval an alternate plan that shall be implemented by MineWater; or

c. Submit a notice of dispute of the disapproval or approval with modifications.

If MineWater fails to do any of the above within the specified time, MineWater shall be deemed to have failed to comply with the Consent Order and Settlement Agreement, and the Division may bring an enforcement action, including an assessment of penalties.

81. If MineWater submits a revised plan, the plan shall respond adequately to each of the issues raised in the Division's written explanation of the disapproval or approval with modifications. The Division may determine that failure to respond adequately to each of the issues raised in the Division's written explanation constitutes a violation of this Consent Order and Settlement Agreement. The Division shall notify MineWater in writing of its approval, approval with modifications, or disapproval of the revised plan. If the Division disapproves the revised plan, it may include in its disapproval a plan for implementation by MineWater. Such disapproval and plan shall be deemed effective and subject to appeal in accordance with the Act and the Colorado State Administrative Procedures Act, §§ 24-4-101 through 108, C.R.S. (the "APA"), unless MineWater submits a notice of dispute, pursuant to paragraph 80 above, of the Division's disapproval and plan for implementation. All requirements and schedules of the Division's plan shall not become effective pending resolution of the dispute.

82. If MineWater files any notice of dispute pursuant to paragraph 79, 80 or 81, the notice shall specify the particular matters in the Division's determination that MineWater seeks to dispute, and the basis for the dispute. Matters not identified in the notice of dispute shall be deemed accepted by MineWater. The Division and MineWater shall have thirty (30) calendar days from the receipt by the Division of the notification of dispute to reach an agreement. If agreement cannot be reached on all issues within this thirty (30) calendar day period, the Division shall confirm or modify its decision within an additional fourteen (14) calendar days, and the confirmed or modified decision shall be deemed effective and subject to appeal in accordance with the Act and the APA.

NOTICES

83. Unless otherwise specified, any report, notice or other communication required under the Consent Order and Settlement Agreement shall be sent to:

For the Division:

Kelly Morgan
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CWE-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Telephone: 303-692-3634
E-mail: kelly.morgan@state.co.us

For MineWater Finance LLC:

Joseph G. Harrington
MineWater Finance LLC
10924 Leroy Dr.
Northglenn, Colorado 80233
Telephone: 720-883-6700
Email: jgh@minewater.com

With a copy, which copy shall not constitute notice, to:
Stephen A. Bain, Esq.
Welborn Sullivan Meck & Tooley, P.C.
1125 17th Street, Suite 2200
Denver, Colorado, 80202
Telephone: 303-830-2500
Email: sbain@wsmtlaw.com

For London Mine Limited Liability Company:

London Mine Limited Liability Company
Attn: Dr. Judith Ann Meyer
5575 South Monaco Street,
Greenwood Village, Colorado 80111
Telephone: 303-756-0120
Email: judemeyer@comcast.net

With a copy, which copy shall not constitute notice, to:
Bridget K. Sullivan, Esq.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Telephone: 303.299.8130
Email: bsullivan@shermanhoward.com

For Estate of Benjamin L. Wright, Jr:

Estate of Benjamin Lee Wright, Jr.
Attn: Dr. Judith Anne Meyer, Personal Representative
5575 South Monaco Street
Greenwood Village, Colorado 80111
Telephone: 303-756-0120
Email: judemeyer@comcast.net

With a copy, which copy shall not constitute notice, to:
Bridget K. Sullivan, Esq.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Telephone: 303.299.8130
Email: bsullivan@shermanhoward.com

For Dr. Judith A. Meyer (individually and in her capacity as the Personal Representative):

Dr. Judith Anne Meyer, Personal Representative
5575 South Monaco Street
Greenwood Village, Colorado 80111
Telephone: 303-756-0120
Email: judemeyer@comcast.net

With a copy, which copy shall not constitute notice, to:
Bridget K. Sullivan, Esq.
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202
Telephone: 303.299.8130
Email: bsullivan@shermanhoward.com

For THF:

THF Prairie Center Development, L.L.C.
By: THF Prairie Center Investors, L.L.C.
By: Milan Green Management, L.L.C.
Jason Meyerpeter
211 North Stadium Boulevard, Suite 201
Columbia, Missouri 65203
Telephone: 573-449-8323
Email: Jason@milangreenmanagement.com

With a copy, which copy shall not constitute notice, to:
Lee H. Johnson, Esq.
Carlson, Hammond & Paddock, LLC
1900 Grant Street, Suite 1200
Denver, Colorado 80203
Telephone: 303.861.9000
Email: ljohnson@chp-law.com

For Prairie Center Metropolitan District No. 9:

Prairie Center Metropolitan District No. 9
Attn: Ann Finn
141 Union Blvd. #150
Lakewood, CO 80228
Telephone: (720) 214-3967
Email: afinn@sdmsi.com

With copy, which copy shall not constitute notice, to:
McGeady Becher P.C.
Attn: Kathy Kanda, Esq.
450 E. 17th Ave., Suite 400
Denver, CO 80203
Telephone: (303) 592-4380
Email: kkanda@specialdistrictlaw.com

OBLIGATIONS UNAFFECTED BY BANKRUPTCY

84. The obligations set forth herein are based on the Division's police and regulatory authority. These obligations require specific performance by MineWater of corrective actions carefully designed to prevent on-going or future harm to public health or the environment, or both. Enforcement of these obligations is not stayed by a petition in bankruptcy. MineWater agrees that the penalties set forth in this Consent Order and Settlement Agreement are not in compensation of actual pecuniary loss. Further, the obligations imposed by this Consent Order and Settlement Agreement are necessary for MineWater to achieve and maintain compliance with State law. This Consent Order and Settlement Agreement does not, in and of itself, impose any obligations or liability on any parents, subsidiaries, or affiliates of MineWater. The Division reserves its right to take enforcement action for any future permit violations against any party it alleges is responsible for such violations.

MODIFICATIONS

85. This Consent Order and Settlement Agreement may be modified only upon mutual written agreement of the Parties, and to the extent that the terms of the Purchase and Sale Agreement convey all rights and interests in the London Mine itself to MineWater, provisions of this Consent Order and Settlement Agreement concerning only the obligations of MineWater may be modified by written agreement of the Division and MineWater alone, without the participation of London Mine, LLC, the Estate, the Personal Representative or Meyer in such modification.

COMPLETION OF REQUIRED ACTIONS

86. MineWater shall submit a Notice of Completion to the Division upon satisfactory completion of all requirements of this Consent Order and Settlement Agreement. The Division shall either accept or reject MineWater's Notice of Completion in writing within thirty (30) calendar days of receipt. If the Division rejects MineWater's Notice of Completion, it shall include in its notice a statement identifying the requirements that the Division considers incomplete or not satisfactorily performed and a schedule for completion. MineWater shall, within fifteen (15) calendar days of receipt of the Division's rejection, either:

    a. Submit a notice of acceptance of the determination; or
    b. Submit a notice of dispute.

    If MineWater fails to submit either of the above notices within the specified time, it will be deemed to have accepted the Division's determination.

NOTICE OF EFFECTIVE DATE

87. Except as provided in this paragraph 87, this Consent Order and Settlement Agreement shall be fully effective, enforceable and constitute a final agency action upon the date the Division provides written notice to the other Parties that the Division does not propose any modifications to the Consent Order and Settlement Agreement as a result of comments, if any, received by the Division during the public comment period referenced in paragraph 56. If the Division proposes to modify the Consent Order and Settlement Agreement as a result of public comments, it shall notify the other Parties in writing of such proposed modifications within fifteen (15) calendar days

after closure of the public comment period. Within ten (10) calendar days of such notification by the Division, the Parties may exercise their right to withdraw their consent as described in paragraph 56. If none of the Parties withdraw consent within the ten (10) calendar day period, this Consent Order and Settlement Agreement, as modified, shall be fully effective, enforceable, and constitute final agency action as of the date the Division notified the other Parties that the Division intended to modify the Consent Order and Settlement Agreement in response to public comment. This Consent Order and Settlement Agreement is contingent upon the closing of the Purchase and Sale Agreement and transfer of the London Mine, the Water Tunnel Permit, and the Extension Tunnel Permit to MineWater.

BINDING EFFECT AND AUTHORIZATION TO SIGN

88. This Consent Order Settlement Agreement is binding upon London Mine, LLC, the Estate, the Personal Representative, Meyer, PCMD #9, THF, and MineWater and its corporate subsidiaries or parents, their officers, directors, employees, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order and Settlement Agreement. MineWater agrees to provide a copy of this Consent Order and Settlement Agreement to any contractors and other agents performing work pursuant to this Consent Order and Settlement Agreement and require such agents to comply with the requirements of this Consent Order and Settlement Agreement. In the event that a party does not sign this Consent Order and Settlement Agreement within thirty (30) calendar days of the other party's signature, this Consent Order and Settlement Agreement becomes null and void. This Consent Order and Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order and Settlement Agreement.

FOR MINEWATER FINANCE, LLC:

_____ Date: _____
Joseph G. Harrington, President

FOR LONDON MINE LIMITED LIABILITY COMPANY:

Bridget K. Sullivan, Agent Date: July 28, 2016
Dr. Judith A. Meyer, Manager in her capacity as
Personal Representative Agent under Power of Attorney dated July 20, 2016 Attached hereto

FOR THE ESTATE OF BENJAMIN LEE WRIGHT, JR.:

Bridget K. Sullivan, Agent Date: July 28, 2016
Dr. Judith A. Meyer, Personal Representative
Agent under Power of Attorney dated July 20, 2016 Attached hereto

FOR THE PERSONAL REPRESENTATIVE:

Bridget K. Sullivan, Agent Date: July 28, 2016
Dr. Judith A. Meyer
Agent under Power of Attorney dated July 20, 2016 Attached hereto

FOR DR. JUDITH A. MEYER, individually:

Bridget K. Sullivan, Agent Date: July 28, 2016
Dr. Judith A. Meyer
Agent under Power of Attorney dated July 20, 2016 Attached hereto

FOR THF PRAIRIE CENTER DEVELOPMENT, LLC:
By: THF Prairie Center Investors, L.L.C.
By: Milan Green Management, L.L.C.

_____ Date: _____
Jason Meyerpeter, Manager

FOR PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9:

_____ Date: _____
Michael Tamblyn, District President

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

_____ Date: _____
Nicole Rowan, P.E.
Clean Water Program Manager
WATER QUALITY CONTROL DIVISION

after closure of the public comment period. Within ten (10) calendar days of such notification by the Division, the Parties may exercise their right to withdraw their consent as described in paragraph 56. If none of the Parties withdraw consent within the ten (10) calendar day period, this Consent Order and Settlement Agreement, as modified, shall be fully effective, enforceable, and constitute final agency action as of the date the Division notified the other Parties that the Division intended to modify the Consent Order and Settlement Agreement in response to public comment. This Consent Order and Settlement Agreement is contingent upon the closing of the Purchase and Sale Agreement and transfer of the London Mine, the Water Tunnel Permit, and the Extension Tunnel Permit to MineWater.

BINDING EFFECT AND AUTHORIZATION TO SIGN

88. This Consent Order Settlement Agreement is binding upon London Mine, LLC, the Estate, the Personal Representative, Meyer, PCMD #9, THF, and MineWater and its corporate subsidiaries or parents, their officers, directors, employees, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order and Settlement Agreement. MineWater agrees to provide a copy of this Consent Order and Settlement Agreement to any contractors and other agents performing work pursuant to this Consent Order and Settlement Agreement and require such agents to comply with the requirements of this Consent Order and Settlement Agreement. In the event that a party does not sign this Consent Order and Settlement Agreement within thirty (30) calendar days of the other party's signature, this Consent Order and Settlement Agreement becomes null and void. This Consent Order and Settlement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order and Settlement Agreement.

FOR MINEWATER FINANCE, LLC:

_____ Date: August 3, 2016
Joseph G. Harrington, President

FOR LONDON MINE LIMITED LIABILITY COMPANY:

_____ Date: _____
Dr. Judith A. Meyer, Manager in her capacity as Personal Representative

FOR THE ESTATE OF BENJAMIN LEE WRIGHT, JR.:

_____ Date: _____
Dr. Judith A. Meyer, Personal Representative

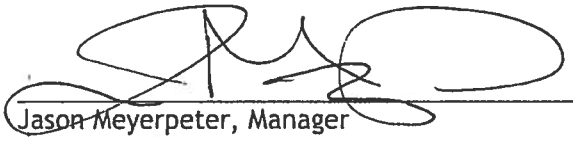
FOR THE PERSONAL REPRESENTATIVE:

_____ Date: _____
Dr. Judith A. Meyer

FOR DR. JUDITH A. MEYER, individually:

_____ Date: _____
Dr. Judith A. Meyer

FOR THF PRAIRIE CENTER DEVELOPMENT, LLC:
By: THF Prairie Center Investors, L.L.C.
By: Milan Green Management, L.L.C.


_____ Date: 8/2/16
Jason Meyerpeter, Manager

FOR PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9:

_____ Date: _____
Michael Tamblyn, District President

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

_____ Date: _____
Nicole Rowan, P.E.
Clean Water Program Manager
WATER QUALITY CONTROL DIVISION

FOR THE PERSONAL REPRESENTATIVE:

_____ Date: _____
Dr. Judith A. Meyer

FOR DR. JUDITH A. MEYER, individually:

_____ Date: _____
Dr. Judith A. Meyer

FOR THF PRAIRIE CENTER DEVELOPMENT, LLC:
By: THF Prairie Center Investors, L.L.C.
By: Milan Green Management, L.L.C.

_____ Date: _____
Jason Meyerpeter, Manager

FOR PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9:

_____ Date: 8/2/16
Michael Tamblyn, District President

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

_____ Date: _____
Nicole Rowan, P.E.
Clean Water Program Manager
WATER QUALITY CONTROL DIVISION

FOR THE PERSONAL REPRESENTATIVE:

_____ Date: _____
Dr. Judith A. Meyer

FOR DR. JUDITH A. MEYER, individually:

_____ Date: _____
Dr. Judith A. Meyer

FOR THF PRAIRIE CENTER DEVELOPMENT, LLC:
By: THF Prairie Center Investors, L.L.C.
By: Milan Green Management, L.L.C.

_____ Date: _____
Jason Meyerpeter, Manager

FOR PRAIRIE CENTER METROPOLITAN DISTRICT NO. 9:

_____ Date: _____
Michael Tamblyn, District President

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

_____ Date: 7/28/16
Nicole Rowan, P.E.
Clean Water Program Manager
WATER QUALITY CONTROL DIVISION

EXHIBIT A

LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	9/1/06	9/30/06	Solids, total suspended mg/l	30DA AVG	21	20
001A	7/1/08	7/31/08	Zinc, potentially dissolved ug/L	MX 7D AV	2400	1300
001A	7/1/08	7/31/08	Cadmium, potentially dissolved ug/L	30DA AVG	8.45	3.2
001A	8/1/08	8/31/08	Zinc, potentially dissolved ug/L	MX 7D AV	2250	1300
001A	8/1/08	8/31/08	Cadmium, potentially dissolved ug/L	30DA AVG	7.5	3.2
001A	9/1/08	9/30/08	Zinc, potentially dissolved ug/L	MX 7D AV	1400	1300
001A	9/1/08	9/30/08	Cadmium, potentially dissolved ug/L	30DA AVG	4.5	3.2
001A	10/1/08	10/31/08	Zinc, potentially dissolved ug/L	MX 7D AV	1300	1300
001A	10/1/08	10/31/08	Zinc, potentially dissolved ug/L	ROLL AVG	940	654
001A	10/1/08	10/31/08	Cadmium, potentially dissolved ug/L	30DA AVG	4.6	3.2
001A	11/1/08	11/30/08	Zinc, potentially dissolved ug/L	ROLL AVG	1327.5	654
001A	11/1/08	11/30/08	Zinc, potentially dissolved ug/L	MX 7D AV	1500	1300
001A	11/1/08	11/30/08	Cadmium, potentially dissolved ug/L	30DA AVG	4	3.2
001A	12/1/08	12/31/08	Zinc, potentially dissolved ug/L	ROLL AVG	1327.5	654
001A	12/1/08	12/31/08	Cadmium, potentially dissolved ug/L	30DA AVG	3.3	3.2
001A	1/1/09	1/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1327.5	654
001A	2/1/09	2/28/09	Zinc, potentially dissolved ug/L	MX 7D AV	1300	1300
001A	2/1/09	2/28/09	Zinc, potentially dissolved ug/L	ROLL AVG	1327.5	654
001A	2/1/09	2/28/09	Cadmium, potentially dissolved ug/L	30DA AVG	4	3.2
001A	3/1/09	3/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1327.5	654
001A	4/1/09	4/30/09	Zinc, potentially dissolved ug/L	ROLL AVG	1377.5	654
001A	4/1/09	4/30/09	Zinc, potentially dissolved ug/L	MX 7D AV	1400	1300
001A	4/1/09	4/30/09	Cadmium, potentially dissolved ug/L	30DA AVG	4.2	3.2
001A	5/1/09	5/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1377.5	654

EXHIBIT A

LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	5/1/09	5/31/09	Cadmium, potentially dissolved ug/L	30DA AVG	4	3.2
001A	6/1/09	6/30/09	00400 - pH	MINIMUM	6.23	6.5
001A	6/1/09	6/30/09	Zinc, potentially dissolved ug/L	ROLL AVG	1400	654
001A	6/1/09	6/30/09	Zinc, potentially dissolved ug/L	MX 7D AV	2300	130
001A	6/1/09	6/30/09	Cadmium, potentially dissolved ug/L	30DA AVG	11	3.2
001A	7/1/09	7/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1400	654
001A	7/1/09	7/31/09	Zinc, potentially dissolved ug/L	MX 7D AV	1400	130
001A	7/1/09	7/31/09	Cadmium, potentially dissolved ug/L	30DA AVG	4.7	3.2
001A	8/1/09	8/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	8/1/09	8/31/09	Zinc, potentially dissolved ug/L	MX 7D AV	1600	130
001A	8/1/09	8/31/09	Cadmium, potentially dissolved ug/L	30DA AVG	5.2	3.2
001A	9/1/09	9/30/09	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	10/1/09	10/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	11/1/09	11/30/09	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	12/1/09	12/31/09	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	1/1/10	1/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	2/1/10	2/28/10	pH	MINIMUM	6.4	6.5
001A	2/1/10	2/28/10	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	3/1/10	3/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	4/1/10	4/30/10	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	5/1/10	5/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	6/1/10	6/30/10	Zinc, potentially dissolved ug/L	ROLL AVG	1510	654
001A	7/1/10	7/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1400	654
001A	8/1/10	8/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1400	654

EXHIBIT A

LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	9/1/10	9/30/10	Zinc, potentially dissolved ug/L	ROLL AVG	1400	654
001A	10/1/10	10/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1400	654
001A	11/1/10	11/30/10	Zinc, potentially dissolved ug/L	ROLL AVG	1355	654
001A	12/1/10	12/31/10	Zinc, potentially dissolved ug/L	ROLL AVG	1355	654
001A	1/1/11	1/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	1355	654
001A	2/1/11	2/28/11	Zinc, potentially dissolved ug/L	ROLL AVG	1310	654
001A	3/1/11	3/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	1310	654
001A	4/1/11	4/30/11	Zinc, potentially dissolved ug/L	ROLL AVG	1110	654
001A	5/1/11	5/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	766	654
001A	6/1/11	6/30/11	Zinc, potentially dissolved ug/L	MX 7D AV	2780	1300
001A	6/1/11	6/30/11	Zinc, potentially dissolved ug/L	ROLL AVG	766	654
001A	6/1/11	6/30/11	Cadmium, potentially dissolved ug/L	30DA AVG	11.8	3.2
001A	7/1/11	7/31/11	Zinc, potentially dissolved ug/L	MX 7D AV	4910	1300
001A	7/1/11	7/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	766	654
001A	7/1/11	7/31/11	Cadmium, potentially dissolved ug/L	30DA AVG	21	3.2
001A	8/1/11	8/31/11	Zinc, potentially dissolved ug/L	MX 7D AV	3120	1300
001A	8/1/11	8/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	766	654
001A	8/1/11	8/31/11	Cadmium, potentially dissolved ug/L	30DA AVG	14.9	3.2
001A	9/1/11	9/30/11	Zinc, potentially dissolved ug/L	ROLL AVG	1739.5	654
001A	9/1/11	9/30/11	Zinc, potentially dissolved ug/L	MX 7D AV	2770	1300
001A	9/1/11	9/30/11	Cadmium, potentially dissolved ug/L	30DA AVG	10.2	3.2
001A	10/1/11	10/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	10/1/11	10/31/11	Zinc, potentially dissolved ug/L	MX 7D AV	3410	1300
001A	10/1/11	10/31/11	Cadmium, potentially dissolved ug/L	30DA AVG	11	3.2

EXHIBIT A

LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	11/1/11	11/30/11	Zinc, potentially dissolved ug/L	MX 7D AV	2440	1300
001A	11/1/11	11/30/11	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	11/1/11	11/30/11	Cadmium, potentially dissolved ug/L	30DA AVG	6.49	3.2
001A	12/1/11	12/31/11	Zinc, potentially dissolved ug/L	MX 7D AV	2060	1300
001A	12/1/11	12/31/11	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	12/1/11	12/31/11	Cadmium, potentially dissolved ug/L	30DA AVG	7.62	3.2
001A	1/1/12	1/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	1560	1300
001A	1/1/12	1/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	1/1/12	1/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	4.8	3.2
001A	2/1/12	2/29/12	Zinc, potentially dissolved ug/L	MX 7D AV	1560	1300
001A	2/1/12	2/29/12	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	2/1/12	2/29/12	Cadmium, potentially dissolved ug/L	30DA AVG	5.91	3.2
001A	3/1/12	3/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	1400	1300
001A	3/1/12	3/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	3/1/12	3/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	3.8	3.2
001A	4/1/12	4/30/12	Zinc, potentially dissolved ug/L	MX 7D AV	1600	1300
001A	4/1/12	4/30/12	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	4/1/12	4/30/12	Cadmium, potentially dissolved ug/L	30DA AVG	4.4	3.2
001A	5/1/12	5/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	1600	1300
001A	5/1/12	5/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2775.5	654
001A	5/1/12	5/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	4.9	3.2
001A	6/1/12	6/30/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	6/1/12	6/30/12	Zinc, potentially dissolved ug/L	MX 7D AV	3600	1300
001A	6/1/12	6/30/12	Cadmium, potentially dissolved ug/L	30DA AVG	14	3.2

EXHIBIT A

LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	7/1/12	7/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	2500	1300
001A	7/1/12	7/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	7/1/12	7/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	8.4	3.2
001A	8/1/12	8/31/12	00530 - Solids, total suspended	30DA AVG	<50	20
001A	8/1/12	8/31/12	00530 - Solids, total suspended	MX 7D AV	<50	30
001A	8/1/12	8/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	2200	1300
001A	8/1/12	8/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	8/1/12	8/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	7.9	3.2
001A	9/1/12	9/30/12	Zinc, potentially dissolved ug/L	MX 7D AV	2400	1300
001A	9/1/12	9/30/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	9/1/12	9/30/12	Cadmium, potentially dissolved ug/L	30DA AVG	7.8	3.2
001A	10/1/12	10/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	2100	1300
001A	10/1/12	10/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	10/1/12	10/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	8.3	3.2
001A	11/1/12	11/30/12	Zinc, potentially dissolved ug/L	MX 7D AV	2300	1300
001A	11/1/12	11/30/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	11/1/12	11/30/12	Cadmium, potentially dissolved ug/L	30DA AVG	8.2	3.2
001A	12/1/12	12/31/12	Zinc, potentially dissolved ug/L	MX 7D AV	2000	1300
001A	12/1/12	12/31/12	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	12/1/12	12/31/12	Cadmium, potentially dissolved ug/L	30DA AVG	6.6	3.2
001A	1/1/13	1/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	1500	1300
001A	1/1/13	1/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	1/1/13	1/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	4.1	3.2
001A	2/1/13	2/28/13	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654

EXHIBIT A

LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	2/1/13	2/28/13	Cadmium, potentially dissolved ug/L	30DA AVG	3.6	3.2
001A	3/1/13	3/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	1300	1300
001A	3/1/13	3/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	3/1/13	3/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	3.3	3.2
001A	4/1/13	4/30/13	Zinc, potentially dissolved ug/L	MX 7D AV	1300	1300
001A	4/1/13	4/30/13	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	4/1/13	4/30/13	Cadmium, potentially dissolved ug/L	30DA AVG	4	3.2
001A	5/1/13	5/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	1700	1300
001A	5/1/13	5/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	2967	654
001A	5/1/13	5/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	5.4	3.2
001A	6/1/13	6/30/13	Zinc, potentially dissolved ug/L	ROLL AVG	3279.5	654
001A	6/1/13	6/30/13	Zinc, potentially dissolved ug/L	MX 7D AV	4400	1300
001A	6/1/13	6/30/13	Cadmium, potentially dissolved ug/L	30DA AVG	17	3.2
001A	7/1/13	7/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	3279.5	654
001A	7/1/13	7/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	4100	1300
001A	7/1/13	7/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	14	3.2
001A	8/1/13	8/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	3514.5	654
001A	8/1/13	8/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	3900	1300
001A	8/1/13	8/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	14	3.2
001A	9/1/13	9/30/13	Zinc, potentially dissolved ug/L	ROLL AVG	3655	654
001A	9/1/13	9/30/13	Zinc, potentially dissolved ug/L	MX 7D AV	3700	1300
001A	9/1/13	9/30/13	Cadmium, potentially dissolved ug/L	30DA AVG	13	3.2
001A	10/1/13	10/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	10/1/13	10/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	4600	1300

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LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	10/1/13	10/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	17	3.2
001A	11/1/13	11/30/13	Zinc, potentially dissolved ug/L	MX 7D AV	2800	1300
001A	11/1/13	11/30/13	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	11/1/13	11/30/13	Cadmium, potentially dissolved ug/L	30DA AVG	10	3.2
001A	12/1/13	12/31/13	Zinc, potentially dissolved ug/L	MX 7D AV	1900	1300
001A	12/1/13	12/31/13	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	12/1/13	12/31/13	Cadmium, potentially dissolved ug/L	30DA AVG	5.7	3.2
001A	1/1/14	1/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	2100	1300
001A	1/1/14	1/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	1/1/14	1/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	6.5	3.2
001A	2/1/14	2/28/14	Zinc, potentially dissolved ug/L	MX 7D AV	1700	1300
001A	2/1/14	2/28/14	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	2/1/14	2/28/14	Cadmium, potentially dissolved ug/L	30DA AVG	5.7	3.2
001A	3/1/14	3/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	1600	1300
001A	3/1/14	3/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	3/1/14	3/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	4.8	3.2
001A	4/1/14	4/30/14	Zinc, potentially dissolved ug/L	MX 7D AV	1500	1300
001A	4/1/14	4/30/14	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	4/1/14	4/30/14	Cadmium, potentially dissolved ug/L	30DA AVG	4.4	3.2
001A	5/1/14	5/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	2200	1300
001A	5/1/14	5/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654
001A	5/1/14	5/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	8.1	3.2
001A	6/1/14	6/30/14	Zinc, potentially dissolved ug/L	MX 7D AV	2900	1300
001A	6/1/14	6/30/14	Zinc, potentially dissolved ug/L	ROLL AVG	3810	654

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LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	6/1/14	6/30/14	Cadmium, potentially dissolved ug/L	30DA AVG	12	3.2
001A	7/1/14	7/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	4010	654
001A	7/1/14	7/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	5000	1300
001A	7/1/14	7/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	19	3.2
001A	8/1/14	8/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	8/1/14	8/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	5000	1300
001A	8/1/14	8/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	20	3.2
001A	9/1/14	9/30/14	Zinc, potentially dissolved ug/L	MX 7D AV	3500	1300
001A	9/1/14	9/30/14	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	9/1/14	9/30/14	Cadmium, potentially dissolved ug/L	30DA AVG	13	3.2
001A	10/1/14	10/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	2200	1300
001A	10/1/14	10/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	10/1/14	10/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	8.3	3.2
001A	11/1/14	11/30/14	Zinc, potentially dissolved ug/L	MX 7D AV	2700	1300
001A	11/1/14	11/30/14	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	11/1/14	11/30/14	Cadmium, potentially dissolved ug/L	30DA AVG	9.2	3.2
001A	12/1/14	12/31/14	Zinc, potentially dissolved ug/L	MX 7D AV	2000	1300
001A	12/1/14	12/31/14	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	12/1/14	12/31/14	Cadmium, potentially dissolved ug/L	30DA AVG	7.1	3.2
001A	1/1/15	1/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	1/1/15	1/31/15	Cadmium, potentially dissolved ug/L	30DA AVG	3.8	3.2
001A	2/1/15	2/28/15	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	2/1/15	2/28/15	Cadmium, potentially dissolved ug/L	30DA AVG	3.5	3.2
001A	3/1/15	3/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654

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LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	4/1/15	4/30/15	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	5/1/15	5/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4265	654
001A	6/1/15	6/30/15	Zinc, potentially dissolved ug/L	ROLL AVG	4155	654
001A	6/1/15	6/30/15	Zinc, potentially dissolved ug/L	MX 7D AV	4200	1300
001A	6/1/15	6/30/15	Cadmium, potentially dissolved ug/L	30DA AVG	18	3.2
001A	7/1/15	7/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4420	654
001A	7/1/15	7/31/15	Zinc, potentially dissolved ug/L	MX 7D AV	8900	1300
001A	7/1/15	7/31/15	Cadmium, potentially dissolved ug/L	30DA AVG	40	3.2
001A	8/1/15	8/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4820	654
001A	8/1/15	8/31/15	Zinc, potentially dissolved ug/L	MX 7D AV	5500	1300
001A	8/1/15	8/31/15	Cadmium, potentially dissolved ug/L	30DA AVG	20	3.2
001A	9/1/15	9/30/15	Zinc, potentially dissolved ug/L	MX 7D AV	3800	1300
001A	9/1/15	9/30/15	Zinc, potentially dissolved ug/L	ROLL AVG	4820	654
001A	9/1/15	9/30/15	Cadmium, potentially dissolved ug/L	30DA AVG	13	3.2
001A	10/1/15	10/31/15	Zinc, potentially dissolved ug/L	MX 7D AV	3200	1300
001A	10/1/15	10/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	10/1/15	10/31/15	Cadmium, potentially dissolved ug/L	30DA AVG	12	3.2
001A	11/1/15	11/30/15	Zinc, potentially dissolved ug/L	MX 7D AV	2200	1300
001A	11/1/15	11/30/15	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	11/1/15	11/30/15	Cadmium, potentially dissolved ug/L	30DA AVG	7.1	3.2
001A	12/1/15	12/31/15	Zinc, potentially dissolved ug/L	MX 7D AV	1700	1300
001A	12/1/15	12/31/15	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	12/1/15	12/31/15	Cadmium, potentially dissolved ug/L	30DA AVG	4.9	3.2
001A	1/1/16	1/31/16	Zinc, potentially dissolved ug/L	MX 7D AV	1500	1300

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LONDON MINE, LLC Effluent Self Monitoring Data						
Outfall	Monitoring Period Start Date	Monitoring Period End Date	Parameter		Reported Value	Effluent Limit
001A	1/1/16	1/31/16	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	1/1/16	1/31/16	Cadmium, potentially dissolved ug/L	30DA AVG	4.3	3.2
001A	2/1/16	2/29/16	Zinc, potentially dissolved ug/L	MX 7D AV	1500	1300
001A	2/1/16	2/29/16	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	2/1/16	2/29/16	Cadmium, potentially dissolved ug/L	30DA AVG	3.7	3.2
001A	3/1/16	3/31/16	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	3/1/16	3/31/16	Cadmium, potentially dissolved ug/L	30DA AVG	3.4	3.2
001A	4/1/16	4/30/16	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654
001A	5/1/16	5/31/16	Zinc, potentially dissolved ug/L	MX 7D AV	1300	1300
001A	5/1/16	5/31/16	Zinc, potentially dissolved ug/L	ROLL AVG	4640	654