

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH

In re: FEDERAL RESOURCES CORPORATION and CAMP BIRD COLORADO, INC.	Jointly Administered under Bankruptcy Case No. 14-33427 (Chapter 7) Judge Kevin Anderson THIS DOCUMENT RELATES TO: <input type="checkbox"/> In re Federal Resources Corporation <input type="checkbox"/> In re Camp Bird Colorado, Inc. <input checked="" type="checkbox"/> Both Debtors
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SETTLEMENT AGREEMENT

WHEREAS, Federal Resources Corporation (“FRC”) and Camp Bird Colorado, Inc. (“CBCI”) (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Utah (the “Bankruptcy Court” or “Court”) voluntary petitions for relief under Title 11 of the United States Code (the “Bankruptcy Code”) on or about December 29, 2014 (the “Petition Date”), which have been consolidated for procedural purposes and are being jointly administered, (the “Bankruptcy Cases”);

WHEREAS, on or about October 22, 2015, the United States Trustee filed motions to dismiss or convert the cases. That motion was subsequently supported by the United States acting on behalf of United States Environmental Protection Agency (“EPA”), and the United States Forest Service (“Forest Service”) (collectively, the “Settling Federal Agencies”), and, on or about December 17, 2015, Caldera Mineral Resources, LLC, and Caldera Holdings, LLC, brought a motion for the appointment of a chapter 11 trustee;

WHEREAS, on or about January 28, 2016, and after stipulation by the debtor entities, an order was entered providing for the appointment of a Chapter 11 trustee. Duane H. Gillman was subsequently appointed as Chapter 11 trustee in both cases;

WHEREAS, pursuant to motion of the Trustee, the FRC case was converted to a case under Chapter 7 of title 11 of the Bankruptcy Code on or about March 23, 2016. Due to a clerical oversight, the CBCI case was not converted at that time and Duane H. Gillman was appointed as the Trustee. Pursuant to a motion under Fed. R. Civ. P. 60(a) incorporated by Bankruptcy Rule 9024, on or about June 15, 2016, the CBCI case was retroactively converted to a case under Chapter 7 of the Bankruptcy Code and Duane H. Gillman was appointed as the Chapter 7 Trustee (the "Trustee");

WHEREAS, on or about August 8, 2017, the Bankruptcy Court entered an order permitting the sale of the Camp Bird Mine Site and certain related assets to Caldera Holdings and Calder Mineral Resources (the "Caldera Entities") as specifically set forth under that order ("Sale Order") and the Trustee has represented that the sale has closed and ownership of the Mine Site has passed to the Caldera Entities;

WHEREAS, in accordance with the Sale Order and an Administrative Consent Order also approved by the Bankruptcy Court the Caldera Entities have assumed certain liabilities related to the proof of claim of the Settling Federal Agencies described below;

WHEREAS, the Settling Federal Agencies, contend that the Debtors are liable under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675, for costs incurred and to be incurred by the United States in response to releases and threats of releases of hazardous substances at or in connection with the Liquidated Sites;

WHEREAS, the United States, on behalf of the Settling Federal Agencies, has filed a proof of claim (the “U.S. Proof of Claim”) against the Debtors’ estates;

WHEREAS, the U.S. Proof of Claim sets forth the United States’ position that the Debtors’ injunctive obligation to comply with work obligations, at the Camp Bird Mine Site including but not limited to cleanup obligations, under environmental statutes, regulations, licenses, and permits is not dischargeable pursuant to Section 1141 of the Bankruptcy Code, and, that since the Petition Date, the United States has incurred response costs at the Camp Bird Mine Site and that such costs are Administrative Expenses within the meaning of the Bankruptcy Code (“Camp Bird Mine Liabilities”);

WHEREAS, the Trustee disagrees with the United States’ contentions and, but for this Settlement Agreement, would dispute, in whole or in part, the U.S. Proof of Claim;

WHEREAS, the Trustee and the United States wish to resolve their differences with respect to the U.S. Proof of Claim as provided herein;

WHEREAS, the United States obtained a final judgment in the Idaho District Court against the Debtors that serves as a basis for parts of the United States’ Proof of Claim (“Idaho Litigation”). In the Idaho Litigation, the United States also obtained a judgment against Mr. Bentley Blum “Mr. Blum” holding him jointly and severally liable with the Debtors in that case based on a finding that Mr. Blum was the alter ego of both Debtors. Mr. Blum has appealed that judgment and that appeal is pending;

WHEREAS, Mr. Blum has owned or controlled or does currently own or control certain corporations, limited liability companies, limited partnerships, trusts or other entities including but not limited to CHH Operating Corporation (“CHH”) and Aztec Energy Corporation (“Aztec”) (collectively the “Blum Group”) some of which have filed proofs of claims in one or

more of the Bankruptcy cases, and Mr. Blum was a shareholder of Federal Resources Corporation at the time it filed for bankruptcy;

WHEREAS, The Trustee and the Blum Group wish to resolve all claims they may have against each other including any claims the Trustee may have for or against any of the Blum Group excluding claims the Trustee has against the Debtors;

WHEREAS, the United States and Mr. Blum, CHH and Aztec wish to resolve claims they may have against each other excluding claims that the United States may have against the Debtors;

WHEREAS, contemporaneously with this Settlement Agreement, the Trustee represents that the Trustee and Great American Insurance Company and Great American Insurance Company of New York (as successor in interest to American National Fire Insurance Company), have entered into a Settlement and Insurance Policy Repurchase Agreement and Release arising from potential claims against certain insurance policies associated with some of the claims asserted in the U.S. Proof of Claim ("Insurance Agreement"), and that the Insurance Agreement is conditioned on the present Settlement Agreement as described herein and as described in the Insurance Agreement;

WHEREAS, The Trustee asserts that he has completed a diligent, good faith search to identify any evidence of insurance policies (including, but not limited to, a review of business records, insurance related invoices, Certificates of Insurance, accounting ledgers, correspondence, or any other insurance related documentation) in which Debtors or Debtors' estates may have an interest, and has notified United States of the discovery of any evidence of any additional insurance policies; and

WHEREAS, this Settlement Agreement is in the public interest and in the best interests of the other parties hereto and is an appropriate means for compromising and resolving these matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and without the admission of liability (other than to comply with this Settlement Agreement) or the adjudication of any issue of fact or law, and upon the consent and agreement of the parties to this Settlement Agreement, consisting of the Settling Federal Agencies, the Trustee for and in behalf of the Debtors, and Mr. Blum for himself and on behalf of the entities he directly or indirectly owns and/or controls including but not limited to CHH and Aztec, by themselves and by their attorneys, authorized officials and/or representatives, it is hereby agreed as follows:

1. The Bankruptcy Court has jurisdiction over the subject matter of this Settlement Agreement pursuant to 28 U.S.C. §§ 157, 1331, and 1334, and 42 U.S.C. §§ 9607 and 9613(b).
2. "Liquidated Sites" means the following sites:
 - a. the Minnie Moore Mine Site in Idaho;
 - b. the Conjecture Mine Site in Idaho;
 - c. the Haystack Mine Site in New Mexico, and on the lands of the Navajo Nation; and
 - d. the Camp Bird Mine Site in Colorado.
3. The Settling Federal Agencies shall have Allowed General Unsecured Claims for the Liquidated Sites in the amounts set forth below. The United States shall receive no distributions or payments from the Debtors' estates or from the Trustees in the Bankruptcy Cases with respect to the liabilities and obligations of the Debtors asserted in the U.S. Proof of Claim for the Liquidated Sites other than as set forth in this Settlement Agreement.

4. (i) With respect to the Minnie Moore Mine Site, the United States on behalf of the EPA shall have an Allowed General Unsecured Claim of \$698,431 against the estates of each Debtor; (ii) with respect to the Conjecture Mine Site, the United States on behalf of EPA and Forest Service, shall have an Allowed General Unsecured Claim of \$3,707,908 against the estates of each Debtor; (iii) with respect to the Haystack Mines Site, the United States on behalf of the EPA shall have an Allowed General Unsecured Claim of \$8,000,000 against the estates of each Debtor; and (iv) with respect to the Camp Bird Mine Site, the United States on behalf of EPA shall have the Allowed Administrative Expense Claim provided for in Paragraph 6 and an Allowed General Unsecured Claim of \$0. (Hereinafter the "Allowed Claims"). The Trustee shall dismiss with prejudice all rights and claims that he controls with respect to the pending appeal in the Ninth Circuit: *United States v. Blum Real Estate Trust et al.*, No. 15-35192.

5. Except with respect to the Allowed Administrative Expense Claim provided for in Paragraph 6 and any recovery from Insurance Policies as set forth in Paragraphs 7 and 8 below, the Allowed Claims shall receive the same treatment, without discrimination, as all other allowed Unsecured Claims, with all attendant rights provided by the Bankruptcy Code and other applicable law, and shall not be entitled to any priority in distribution over other allowed Unsecured Claims. In no event shall the Allowed Claims be subordinated to any other allowed Unsecured Claim pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed claims, including, without limitation, Sections 105, 510, and 726(a)(4) of the Bankruptcy Code.

6. With respect to the Camp Bird Mine Site and Camp Bird Liabilities, EPA shall have an Allowed Administrative Expense Claim for costs incurred at the Camp Bird Mine Site of \$167,000 in the CBCI case which claim shall be subject to the subordination agreement

previously approved by the Court and entered into between the Trustee and the Settling Federal Agencies.

7. All proceeds from the Insurance Agreement shall be paid in accordance with directions from the United States and will be directed to the Minnie Moore Mine and Conjecture Mine claims and allocated fifty percent to the Forest Service and fifty percent to EPA except that the Federal Resources estate shall be entitled to \$100,000 from any such proceeds as payment for administrative expenses in administering the insurance assets and to resolve any dispute regarding distributions of those proceeds.

8. All proceeds from the Insurance Agreement shall be paid in accordance with a Court Order approving the Insurance Agreement. This Court's Order allocates such proceeds as set forth in paragraph 7 above and such proceeds paid to the Settling Federal Agencies will not be subject to any claim from the Debtors, the Trustee, the estates of Debtors, or any creditors to the estates.

9. EPA may, in its sole discretion, deposit any portion of any cash distributions it receives pursuant to this Settlement Agreement for any Liquidated Site, into a special account established by EPA for that same Liquidated Site within the Hazardous Substance Superfund pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with that Liquidated Site, or to be transferred to the Hazardous Substance Superfund.

10. Only the amount of cash received respectively by EPA and the Forest Service pursuant to this Settlement Agreement for the Allowed Claims, and not the total amount of the Allowed Claims, shall be respectively credited as a recovery by EPA and the Forest Service for the relevant Liquidated Site, which credits shall reduce the liability of non-settling potentially

responsible parties for the relevant Liquidated Site, and the other Debtor's estate, by the amount of the credit.

11. Cash distributions to the United States pursuant to this Settlement Agreement shall be made at <https://www.pay.gov> or by FedWire Electronic Funds Transfer in accordance with instructions, including a Consolidated Debt Collection System ("CDCS") number, to be provided to the Trustee by the Financial Litigation Unit of the United States Attorney's Office for the District of Utah.

12. At the time of any cash distribution made pursuant to this Settlement Agreement, the Trustee shall transmit written confirmation of such distribution to the United States at the addresses specified below, and email confirmation of such distribution to the EPA Cincinnati Finance Office at cinwd_acctsreceivable@epa.gov, with a reference to Bankruptcy Case Number *In re FRC*, (D.UT) 14-33427 the CDCS number, and Site/Spill ID Numbers are: Conjecture Mine -10DY; Minnie Moore Mine - 10CP; Haystack Mines - A956/A6LI; and Camp Bird Mine - A8H9:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Ref. DOJ File No. 90-11-3-09515/5

Robert Roberts
U.S. Environmental Protection Agency
Office of Site Remediation Enforcement
1200 Pennsylvania Ave, N.W.
WJC South room 5226D
Mailcode: 2272A
Washington, D.C. 20460

13. Notwithstanding any other provision of this Settlement Agreement, and except as provided under applicable non-bankruptcy law, there shall be no restrictions on the ability and right of EPA or the Forest Service to transfer or sell all or a portion of the Allowed Claims.

14. In consideration of the distributions that will be made under the terms of this Settlement Agreement, and except as specifically provided in paragraphs 15 and 16, EPA and Forest Service covenant not to file a civil action or take administrative action against the Debtors, the Debtors' estates, the Trustee, Mr. Blum, Aztec and CHH pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, with respect to the matters addressed in this Settlement Agreement concerning the Liquidated Sites.

15. The covenants set forth in Paragraph 14 extend only to the Debtors' estates, the Trustee, Blum, CHH and Aztec and do not extend to any other person. Nothing in this Settlement Agreement is intended as a covenant for any person or entity other than the Debtors' estates, the Trustee, Blum, CHH and Aztec, and the United States. EPA, the Forest Service and the Debtors' estates, the Trustee, and Blum, CHH and Aztec expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors for any matter arising at or relating in any manner to the Liquidated Sites. Further, nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a party to this Settlement Agreement. Moreover, as to Mr. Blum, these covenants are also conditioned upon the material completeness and accuracy of the financial information provided by Mr. Blum, his counsel, or others, in response to the post judgment written discovery or deposition testimony given in the

Idaho Litigation, as supplemented by any financial information submitted by Mr. Blum in this bankruptcy proceeding.

16. The covenants set forth in Paragraph 14 do not pertain to any matters other than those expressly specified therein. The United States expressly reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtors' estates, the Trustee, Mr. Blum, CHH or Aztec, with respect to all matters other than those set forth in Paragraph 14. The United States also specifically reserves, and this Settlement Agreement is without prejudice to, any action based on (i) a failure to meet a requirement of this Settlement Agreement, and (ii) criminal liability. In addition, the United States reserves, and this Settlement Agreement is without prejudice to, all rights against the Debtors' estates or Trustee with respect to the Liquidated Sites for liability under federal or state law for acts by the Debtors' estates, the Trustee, Mr. Blum, CHH or Aztec that occur after the date of lodging of this Settlement Agreement.

17. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States to take any response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States pursuant to such authority, provided, however, that nothing in this sentence affects the covenants set forth in Paragraph 14. Nothing in this Settlement Agreement shall be deemed to limit the information-gathering authority of the United States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable statute or regulation, or to excuse the Debtors' estates, the Trustee, the Blum Group or the Blum Released Parties from any disclosure or notification requirements imposed by CERCLA or any other applicable statute or regulation.

18. The Debtors' estates, the Trustee, Mr. Blum, CHH and Aztec covenant not to sue and agree not to assert or pursue any claims or causes of action against the United States, including any department, agency, or instrumentality of the United States, with respect to the Liquidated Sites, including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507; and, (ii) any claims arising out of response activities at the Liquidated Sites. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

19. Notwithstanding any other provision of this Settlement Agreement, the Debtors' estates, the Trustee, Mr. Blum, CHH and Aztec reserve, and this Settlement Agreement is without prejudice to, claims against the United States in the event any claim is asserted by the United States against the Debtors' estates, the Trustee, Mr. Blum, CHH and Aztec pursuant to any of the reservations set forth in Paragraph 14, other than for failure to meet a requirement of this Settlement Agreement, but only to the extent that the claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

20. Releases by Debtor Releasing Parties. Subject to the provisions and obligations of this Agreement, effective as of the Order Date, the Trustee in his representative capacity for and on behalf of the Debtors and their estates and for himself and for their respective predecessors, successors, heirs and affiliates, including, without limitation, the entities affiliated with the Debtors (collectively, "Debtor Releasing Parties"), hereby absolutely, fully and forever, release, relieve, waive, relinquish and discharge the Blum Group including but not limited to CHH and Aztec and each of them, and their respective predecessors, heirs, successors, assigns, affiliates, principals, members, shareholders, directors, officers, employees, parent corporations

or entities, subsidiary corporations or entities, representatives, agents, attorneys, accountants, spouses, former spouses, relatives and each of them (collectively, the “Blum Released Parties”), of and from any and all manner of actions, causes of action, suits, debts, deficiencies, liabilities, demands, claims, obligations, costs, expenses, fees (including attorneys’ fees and costs), sums of money, losses, controversies, damages, accounts, reckonings, set offs, claims of recoupment, security interests, foreclosures of collateral and liens of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, liquidated or unliquidated, in tort, in contract or otherwise, which relate to or arise out of any matter, fact or transaction arising prior to the Execution Date of this Agreement, including, without limitation, any claims asserted pursuant to the Adversary Proceeding, any claims or rights against the Lenders or the collateral relating in any way to the December 28, 2014 Loan Agreement signed by Mr. Blum on behalf of identified entities, and any claims relating to any of the facts or matters set forth in the Recitals to this Agreement.

21. Releases by the Blum Group. Subject to the provisions, rights, claims and obligations created by this Agreement and effective as of the Order Date, the Blum Group for themselves and for their respective predecessors, successors, heirs and affiliates (collectively, “Blum Releasing Parties”), hereby absolutely, fully and forever, release, relieve, waive, relinquish and discharge the Trustee, the Debtors and their estates and each of them, and the Trustee’s successors, assigns, affiliates, representatives, agents, attorneys, accountants, spouses, relatives, and each of them (collectively, “Debtor Released Parties”), of and from any and all manner of actions, causes of action, suits, debts, deficiencies, liabilities, demands, claims, obligations, costs, expenses, fees (including attorneys’ fees and costs), sums of money, losses, controversies, damages, accounts, reckonings, set offs, claims for recoupment, security interests

and liens of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured, liquidated or unliquidated, in tort, in contract or otherwise, which relate to or arise out of any matter, fact or transaction arising prior to the Execution Date of this Agreement, including, without limitation, any claims relating to any of the facts or matters set forth in the Recitals to this Agreement as well as any claims filed in the Bankruptcy Cases of the Debtors. In furtherance of this release, the Blum Group shall withdraw with prejudice any proof of claim filed by one or more of them in the Bankruptcy Cases of the Debtors. The order approving this Agreement shall disallow such claims with prejudice.

22. In furtherance of the foregoing releases, the Trustee and the Blum Group shall jointly dismiss with prejudice the appeal pending in United States District Court as Case No. 2:17-cv-01015-JNP for the District of Utah. In addition to the foregoing and upon withdrawal of all claims of the Blum Group as set forth above, the Trustee and United States shall withdraw and dismiss the objection to claim of CHH pending in the Bankruptcy Court.

23. In furtherance of this agreement, following Bankruptcy Court approval of the settlement, and resolution of any appeals of such approval provided that a stay of the Bankruptcy Court's order is not obtained by the appealing party pending appeal, the United States, the Trustee and the Blum Group shall stipulate to the dismissal of the final judgment in the Idaho Litigation that was entered by the District Court against Bentley Blum and the Blum Real Estate Trust, together with the termination of any judgment lien, levy, and/or writ issued in that case. The parties shall further stipulate that the current pending appeal of that judgment to the Ninth Circuit Court of Appeals by Bentley Blum shall be dismissed with prejudice with each party bearing their own attorneys' fees and costs.

24. The parties hereto agree, and by entering this Settlement Agreement the Bankruptcy Court finds, that this Settlement Agreement constitutes a judicially-approved settlement pursuant to which the Debtors' estates, the Trustee, Mr. Blum, CHH and Aztec have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken, and all response costs incurred or to be incurred, at or in connection with the Liquidated Sites by the United States or any potentially responsible parties, provided, however, that, if EPA or Forest Service exercises rights under the reservations in Paragraph 14 other than for failure to meet a requirement of this Settlement Agreement, the "matters addressed" in this Settlement Agreement shall no longer include those response costs or response actions that are within the scope of the exercised reservation. "Effective Date" means the date on which this Settlement Agreement is approved by the Bankruptcy Court.

25. This Settlement Agreement constitutes a judicially-approved settlement pursuant to which the Debtors' estates, the Trustee, Mr. Blum, CHH and Aztec have, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

26. This Settlement Agreement shall be subject to approval of the Bankruptcy Court. The Trustee shall promptly seek approval of this Settlement Agreement under Bankruptcy Rule 9019 or applicable provisions of the Bankruptcy Code.

27. This Settlement Agreement shall be lodged with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication of notice of the Settlement Agreement in the *Federal Register*. After the conclusion of the public comment period, the United States will file with the Bankruptcy Court any comments received, as well as the United States' responses to the comments, and at that time, if appropriate, the United States will request approval of the Settlement Agreement. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

28. If for any reason (a) the Settlement Agreement is withdrawn by the United States as provided in Paragraph 27, (b) the Settlement Agreement is not approved by the Bankruptcy Court, or (c) the Insurance Agreement is not Approved by the Bankruptcy Court if such approval is necessary: (i) this Settlement Agreement shall be null and void, and the parties hereto shall not be bound under the Settlement Agreement or under any documents executed in connection herewith; (ii) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; and (iii) this Settlement Agreement and any documents prepared in connection herewith shall have no residual, evidentiary or probative effect or value.

29. This Settlement Agreement constitutes the sole and complete agreement of the parties hereto with respect to the matters addressed herein.

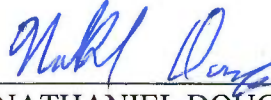
30. This Settlement Agreement may not be amended except by a writing signed by all the parties and approved by the Bankruptcy Court.

31. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

32. The Bankruptcy Court (or, upon withdrawal of the Bankruptcy Court's reference, the United States District Court for the District of Utah) shall retain jurisdiction over the subject matter of this Settlement Agreement and the parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the parties to apply at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.

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FOR THE UNITED STATES OF AMERICA:



NATHANIEL DOUGLAS
Deputy Chief
Environmental Enforcement Section
United States Department of Justice



DAVID L. DAIN
Senior Attorney
Environmental Enforcement Section
United States Department of Justice
999 18th Street
South Terrace, Suite 370
Denver, CO 80202
David.Dain@usdoj.gov
(303) 844-7371

The undersigned party hereby enters into this Settlement Agreement in *In re Federal Resources Corporation and Camp Bird Colorado, Inc.*, Case No. 14-33427 (Bankr. D. Utah).

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Date: _____

7/30/18



CYNTHIA L. MACKEY

Director

Office of Site Remediation Enforcement

Office of Enforcement and Compliance Assurance

United States Environmental Protection Agency

1200 Pennsylvania Avenue, N.W.

Washington, DC 20004

The undersigned party hereby enters into this Settlement Agreement in *In re* Federal Resources Corporation and
Camp Bird Colorado, Inc., Case
No. 14 - 33427 (Bankr. D. Utah).

FOR THE TRUSTEE AND THE DEBTORS' ESTATES:

Date: 25 July 2018

By:

Duane H. Blum

CHH OPERATING CORPORATION:

Date:

7/11/2018

By:

[Signature]
Its Authorized Officer or Agent

AZTEC ENERGY CORPORATION:

Date:

7/11/2018

By:

[Signature]
Its Authorized Officer or Agent

BENTLEY BLUM:

Date:

7/11/2018

By:

[Signature]
Bentley Blum, an individual

BLUM REAL ESTATE TRUST:

Date: 7/11/2018

By: 
Trustee