

EXHIBIT 3

**United States of America v.
Bradley Mining Company, et al.,
CONSENT DECREE
APPENDIX F
Redevelopment Trust Agreement**

THE REDEVELOPMENT TRUST AGREEMENT

The Bradley Mining Company and Frederick Bradley, in his representative capacity as Trustee of the Worthen Bradley Family Trust (jointly, “Grantor”), pursuant to the terms of the Consent Decree in United States of America v. Bradley Mining Company, et al., Case No. 3:08-CV-03968 TEH (N.D. Cal.) (the “Consent Decree”), as of this 30th day of April, 2012, hereby declare Tom Connolly to be Trustee (the “Trustee”), and Tom Connolly agrees to act as Trustee and to hold and dispose of property transferred to the Trustee pursuant to the terms of the Consent Decree and all additions thereto in accordance with the terms of this Trust Agreement.

**ARTICLE I
DEFINITIONS**

1.01. Capitalized Terms. For all purposes of this Trust, the following terms shall have the meanings set forth below:

“Authorized Representatives” shall mean those individuals or their designated successors who have the authority for all purposes of this Trust Agreement to take any action or give any approval required herein for any party or entity.

“Consent Decree” shall mean the Consent Decree in United States of America v. Bradley Mining Company, et al., Case No. 3:08-CV-03968 TEH (N.D. Cal.).

“Elem Tribe” shall mean the Elem ~~Pomo Indian Tribe~~ Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California, a federally recognized Indian tribe.

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

“Excised Lands” shall be those areas of Parcels 33 and 57, if any, that are not transferred by the Redevelopment Trust, ~~to the Elem Tribe due to the presence of hazardous substances as shown and delineated generally in the map attached to the Consent Decree as Appendix E, and—subject to modification based on the results of the environmental assessment to be performed by McGinnis & Associates under Paragraph 25 of the Consent Decree or as otherwise determined under Paragraph 22(b) of the Consent Decree.~~

“Net Lease Proceeds” shall mean the proceeds that the Redevelopment Trust receives from the lease of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, net of the usual and

customary costs of leasing and net of any fees and expenses as set forth in Paragraph 3.01(g), (h), (i), and (j) of this Redevelopment Trust Agreement.

“Net Sales Proceeds” shall mean the proceeds that the Redevelopment Trust receives from the sale of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, net of the usual and customary costs of sale and net of any fees and expenses as set forth in Paragraph 3.01(g), (h), (i), and (j) of this Redevelopment Trust Agreement.

“Parcel 24” shall mean Lake County Assessor Parcel No. 010-029-24.

“Parcel 25” shall mean Lake County Assessor Parcel No. 010-029-25.

“Parcel 29” shall mean Lake County Assessor Parcel No. 010-002-29.

“Parcel 30” shall mean Lake County Assessor Parcel No. 010-002-30.

“Parcel 32” shall mean Lake County Assessor Parcel No. 010-002-32.

“Parcel 33” shall mean Lake County Assessor Parcel No. 010-002-33.

“Parcel 39” shall mean Lake County Assessor Parcel No. 010-002-39.

“Parcel 57” shall mean Lake County Assessor Parcel No. 010-002-57.

“Parcel 58” shall mean Lake County Assessor Parcel No. 010-002-58.

“Parcel 81” shall mean Lake County Assessor Parcel No. 010-002-81.

“Parcel 83” shall mean Lake County Assessor Parcel No. 010-002-83.

“Site” shall mean the Sulphur Bank Mercury Mine Superfund Site in Lake County, California, which includes all or portions of Lake County Assessor’s Parcel Nos. 010-002-20 (the Elem Indian Colony), 010-029-25, 010-002-29, 010-002-30, 010-002-32, 010-002-33, 010-002-57, and 010-002-58, Clear Lake, and BIA Road 120.

“Trust Estate” shall mean all right, title, and interest of the Trustee in and to the Trust Fund and the Trust Property as hereinafter defined, including, without limitation, any income or profits derived therefrom.

“Trust Fund” shall mean any and all personal property of this Trust, including, without limitation, funds and other liquid assets contributed by the Grantor, funds and other liquid assets

contributed by any other person or entity, funds retained from Net Sales Proceeds and Net Lease Proceeds, and any interest or other income earned thereon, but shall not include any Trust Property as hereinafter defined.

“Trust Property” shall mean any and all real property contributed to this Trust, but does not include the proceeds of any sale or other disposition of such real property or any other personal property held by the Trustee.

“Trustee” shall mean Tom Connolly or his successor, as the then serving trustee of the Trust.

1.02 Incorporation of Certain Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Consent Decree.

ARTICLE II

NAME AND PURPOSE OF TRUST

2.01 Name. This Trust shall be known as the “Redevelopment Trust” (hereinafter sometimes referred to as the “Trust”).

2.02 Trust Purpose. The purpose of this Trust is to:

(a) act for the benefit of the United States by: (i) receiving and holding title to Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, with the primary objective of managing the parcels consistent with EPA’s long-term remedial objectives for the Site and, after consulting with EPA and in accordance with EPA’s written instructions, to take further actions regarding all or a portion of the parcels, such as, but not limited to, selling, leasing, developing, transferring or holding in trust for a new beneficiary in accordance with the requirements of the Consent Decree; (ii) cooperating fully with EPA in the implementation of response actions at the Site and not interfering with such response actions, and providing access to the Site as set forth in Section XV (Access and Institutional Controls) of the Consent Decree; (iii) subject to EPA’s approval, marketing Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, for sale, lease, and redevelopment; (iv) subject to EPA’s approval, maximizing the proceeds of the sale of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands; (v) disbursing the Net Sale Proceeds and Net Lease Proceeds from Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, and assets of the Redevelopment Trust in accordance with applicable provisions of the Consent Decree and the Redevelopment Trust Agreement; and (vi) providing annual accounting to EPA Region IX until Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands are sold and thereafter providing a final accounting to EPA Region IX of all earnings, income, and disbursements from the estate of the Redevelopment Trust; and

(b) act for the benefit of the Elem Tribe by receiving and holding title to Parcels 33, 39, 57, 58, and 81 until the parcels are transferred to the United States to be held in trust for the benefit of in fee to the Elem Tribe ~~without the Excised Lands~~.

ARTICLE III DUTIES OF THE TRUSTEE

3.01 Trust Property. The Trustee shall have the following obligations:

(a) To receive, hold, manage, and maintain Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, with the primary objective of managing the parcels consistent with EPA's long-term remedial objectives for the Site and, after consulting with EPA and in accordance with EPA's written instructions, to take further actions regarding all or a portion of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, such as, but not limited to, selling, leasing, developing, transferring or holding in trust for a new beneficiary in accordance with the requirements of the Consent Decree;

(b) To record a notice of the entry of the Consent Decree regarding Parcels 25, 29, 30, and 32, and the Excised Lands with the Recorder's Office, Lake County, State of California. The notice shall provide that any person who subsequently acquires any interest in Parcels 25, 29, 30, 32, and the Excised Lands or any portion thereof shall be subject to the provisions of Sections 101(40) and 107(r) of CERCLA, 42 U.S.C. §§ 9601(40) and 9607(r);

(c) To receive, hold, manage, and maintain Parcels 33 and 57 until: ~~—(i) the Excised Lands are appended to Parcels 29 and 30; and (ii) the Redevelopment Trust is instructed in writing by the Elem Tribe to transfer the newly reconfigured Parcels 33 and 57 to the United States in trust for the benefit of the Elem Tribe or to another trust or entity identified by the Elem Tribe; provided, however, that the Elem Tribe will use its best efforts to accomplish transfers of Parcels 33 and 57 from the Redevelopment Trust to the Elem Tribe or to another trust or entity identified by the Elem Tribe by no later than one year after the Effective Date of the Consent Decree, unless the United States and the Elem Tribe mutually agree to extend this period;~~

(d) To receive, hold, manage, and maintain Parcels 39, 58, and 81 until the Redevelopment Trust is instructed in writing by the Elem Tribe to transfer Parcels 39, 58, and 81 to the United States in trust for the benefit of the Elem Tribe ~~or to another trust or entity identified by the Elem Tribe; provided, however, that the Elem Tribe will use its best efforts to accomplish transfers of Parcels 39, 58, and 81 from the Redevelopment Trust to the Elem Tribe or to another trust or entity identified by the Elem Tribe by no later than one year after the Effective Date of the Consent Decree, unless the United States and the Elem Tribe mutually agree to extend this period;~~

(e) To exercise due care at Parcels 25, 29, 30, and 32, including the Excised Lands, with respect to Existing Contamination, to comply with all applicable local, State, and federal law and regulations, to cooperate fully with EPA in the implementation of response actions at the Site and not interfere with such response actions, to comply with all restrictions required by EPA, to record any Proprietary Controls at the request and direction of EPA prior to transferring any of these parcels, and to provide access to the parcels as set forth in Section XV (Access and Institutional Controls) of the Consent Decree;

(f) To deposit, manage, and invest the funds paid into the Trust Fund, and disburse funds from such account(s) for the purposes set forth in the Consent Decree and this Redevelopment Trust Agreement;

(g) To pay all applicable real estate and transfer taxes on the Covered Parcels, file all applicable federal and state tax returns, and pay all applicable federal and state taxes associated with the Trust and the sale of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands;

(h) Subject to EPA's approval, to locate purchasers or lessees who will provide maximum value for, and will substantially reuse Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, consistent with applicable zoning and other valid land use ordinance and regulations, to negotiate the terms of the sale and transfer or lease of the parcels, and to sell and convey or lease the parcels;

(i) Subject to EPA's approval, to retain a commercial real estate broker on customary and reasonable terms to assist in the marketing and sale or lease of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands;

(j) Consistent with the fundamental purposes of the Redevelopment Trust as set forth above in subparagraph a. and other applicable requirements of the Consent Decree, and subject to the approval of EPA, to take whatever actions at whatever times are commercially reasonable to maximize the net proceeds of the sale or lease of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands;

(k) To distribute the assets of the Redevelopment Trust following the sale or lease of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, in accordance with Article IV of this Redevelopment Trust Agreement and Paragraph 23 of the Consent Decree;

(l) To provide EPA Region IX an accounting on an annual basis, and a final accounting within 30 days after the sale or conveyance of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, of all Redevelopment Trust assets, earnings, and disbursements;

(m) To employ all reasonable measures to prevent unauthorized entry upon or use of

the Trust Property in its possession or control and to provide for site maintenance and utilities, if any;

(n) To insure the Trust Property against loss due to casualty or third party liability; and

(o) To comply with all relevant Sections of the Consent Decree, and EPA shall have the right and power to compel the Trust to so comply.

3.02 Trust Fund. The Trustee shall apply all of the Trust Fund toward the duties prescribed by Section 3.01 for as long as the Trust Property remains in its possession.

3.03 Application for Tax Abatements. The Trustee shall make all necessary applications for abatements from property taxation and provide such additional information to Lake County, California (“Assessor”) or other appropriate local or state taxing authorities as is necessary to assure that the assessed valuation of the Trust Property is fair and reasonable.

ARTICLE IV
SALE OR LEASE OF TRUST PROPERTY, DISTRIBUTION OF
NET SALES PROCEEDS, NET LEASE PROCEEDS, AND
TRUST FUND, AND TERMINATION OF TRUST

4.01 Sale and Conveyance or Lease of Trust Property.

(a) The Trustee is authorized to sell and convey or lease Parcels 24 and 83 without any environmental conditions attached to the sale or lease.

(b) After consulting with EPA and in accordance with EPA’s written instructions, the Trustee is authorized to sell and convey Parcels 25, 29, 30, and 32, and the Excised Lands to any person or entity (a “Successor in Property Interest”) in accordance with this subparagraph (b). For Parcels 25, 29, 30, and 32, and the Excised Lands, the Trust shall, within thirty (30) days after the latter of the execution of this Trust Agreement or the transfer of Parcels 25, 29, 30, and 32, and the Excised Lands to the Trust, record a notice of the entry of this Consent Decree, with the Recorder’s Office, Lake County, State of California. Such notice shall provide that any person who subsequently acquires any interest in Parcels 25, 29, 30, and 32, and the Excised Lands, or any portion thereof shall be subject to the provisions of Sections 101(40) and 107(r) of CERCLA, 42 U.S.C. §§ 9601(40) and 9607(r). Thereafter, and continuing until EPA issues a notice of completion for the final remedy for the Site, each deed, title, or other instrument conveying an interest in Parcel 25, 29, 30, and 32, and the Excised Lands shall contain a notice stating that Parcels 25, 29, 30, and 32, and the Excised Lands are subject to the Consent Decree and shall reference the location of the Consent Decree. Within ten (10) Days of recording the notice, the Trustee shall provide to EPA a conformed copy of the recorded notice. Any Successor

in Property Interest must certify in writing to EPA that it has met and will meet the requirements for a “bona fide prospective purchaser” as set forth in CERCLA Section 101(40), 42 U.S.C. § 9601(40). EPA will provide the Trustee and listing agent with a letter describing what steps a purchaser must take to satisfy the reasonable steps requirements for a bona fide prospective purchaser under CERCLA Sections 101(40) and 107(r), 42 U.S.C. §§ 9601(40) and 9607(r). Any such letter will be consistent with policy and guidance issued by EPA, including the “Policy on the Issuance of Comfort/Status Letters,” 62 Fed. Reg. 2,624 (1997) and the “Interim Guidance Regarding Criteria Landowners Must Meet In Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability” (March 2003). Any such letter will include limitations recommended by EPA’s applicable policies and guidance.

(c) After consulting with EPA and in accordance with EPA’s written instructions, the Trustee is authorized to lease Parcels 25, 29, 30, and 32, and the Excised Lands to any person or entity. At the time of leasing Parcels 25, 29, 30, and 32, and the Excised Lands, the Trustee shall provide the lessee with a copy of the recorded notice and a copy of EPA’s letter referred to in Section 4.01(b). Any lessee must certify in writing to EPA that it has met and will meet the requirements for a “bona fide prospective purchaser” as set forth in CERCLA Section 101(40), 42 U.S.C. § 9601(40).

4.02 Distribution of Trust Assets.

(a) Within fifteen (15) Days after the closing upon the sale of any of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, the Redevelopment Trust shall retain ~~1090~~ percent of the Net Sales Proceeds to be used solely for the purposes provided in the Consent Decree and this Redevelopment Trust Agreement, and shall thereafter disburse: (a) the remainder of the Net Sale Proceeds from the sale of any of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, to EPA’s Sulphur Bank Mercury Mine Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or transferred by EPA to the Hazardous Substance Superfund; and (b) to the Trustee of the Redevelopment Trust any fee as set forth in Section 8.04 and any expenses of administering the Redevelopment Trust or maximizing the net proceeds of the sale of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, as authorized pursuant to the terms of this Redevelopment Trust Agreement or the Consent Decree.

(b) Within fifteen (15) Days after the Annual Accounting pursuant to Section 7.01, if Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands have been leased in the previous year, the Redevelopment Trust shall retain ~~1090~~ percent of the Net Lease Proceeds to be used solely for the purposes provided in the Consent Decree and the Redevelopment Trust Agreement, and shall thereafter disburse: (a) the remainder of the Net Lease Proceeds from the lease of any of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, to EPA’s Sulphur Bank Mercury Mine

Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or transferred by EPA to the Hazardous Substance Superfund; and (b) to the Trustee of the Redevelopment Trust any fee as set forth in Section 8.04 and any expenses of administering the Redevelopment Trust or maximizing the net proceeds of the lease of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, as authorized pursuant to the terms of this Redevelopment Trust Agreement or the Consent Decree.

4.03 Termination.

(a) At such time as the Trustee has transferred Parcels 33, 39, 57, 58, and 81 to the Elem Tribe or to another trust identified by the Elem Tribe as provided in Section 3.01, this Trust shall terminate as to the Elem Tribe.

(b) At such time as all of Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, has been sold and conveyed as provided in Section 4.01, the Trust Assets have been distributed in accordance with Section 4.02, a final accounting has been provided pursuant to Section 7.02, and the Trustee has complied with all of the relevant provisions of this Redevelopment Trust Agreement and the Consent Decree, this Trust shall terminate.

ARTICLE V
RETENTION OF PROFESSIONAL AND OTHER SERVICES

5.01 Accountants. The Trustee may employ an independent certified public accounting firm or individual to complete federal or state tax returns for this Trust (the “accountants”).

5.02 Retention and Removal of Other Professional and Employee Services. Subject to the approval of EPA, the Trustee may employ such attorneys, accountants, custodians, consultants, engineers, surveyors, contractors, clerks, investment counsel and agents or employees, and make such payments therefor as the Trustee may deem necessary and commercially reasonable for the implementation of the purposes of this Trust.

ARTICLE VI
TRUSTEE’S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers, which powers shall be exercised in a fiduciary capacity, in the best interest of this Trust, and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay any and all customary and commercially reasonable charges, taxes, and expenses upon or connected with this Trust in the

discharge of its fiduciary obligations.

6.02 Retention of Property. Unless otherwise instructed in writing by: (i) EPA as to Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, and (ii) the Elem Tribe as to Parcels 33, 39, 57, 58, and 81, to hold and retain all or any part of the Trust Property and the Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as the Trustee shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.03 Preservation of Principal. Notwithstanding any other provision in this Trust, to at all times hold, manage, and invest the assets of the Trust Fund in a manner designed to preserve the principal of the Trust Fund and, consistent with preservation of the principal of the Trust Fund, to maximize the principal and income derived therefrom, for the purposes of this Trust.

6.04 Investment of Trust Fund. To invest and reinvest all or any part of the Trust Fund (including any undistributed income therefrom) as the Trustee deems advisable, except that such investments shall be limited to investments in United States direct obligations, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds that invest in United States direct or guaranteed obligations, or bank accounts or certificates of deposit to the extent such are insured by the federal government. In all cases, however, the total investments must be sufficiently liquid to enable the Trustee to fulfill the purposes of this Trust and to satisfy obligations as they become due. Nothing in this Section 6.04 shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.04 is to authorize the investment of the Trust Fund or any part thereof as may be reasonably prudent pending use of the Trust Fund for the purposes of this Trust.

6.05 Management of Trust Estate. Without any business objective, and as may be incidental or advisable in connection with the purposes of this Trust as set forth in Section 2.02, to sell, exchange, partition or otherwise dispose of all or any part of the Trust Fund at public or private sale, without prior application to or approval by or order of any court, upon such terms and in such manner and at such prices as it shall determine.

6.06 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligations, secured or unsecured, payable to or by this Trust, for as long a period or periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, abandon, contest, and arbitrate claims or demands in favor of or against this Trust, including claims for taxes, upon such terms as it deems advisable.

6.07 Location of Assets. To hold any property belonging to the Trust at any place in the United States.

6.08 Authority to Represent Trust Before Agencies. To represent this Trust with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority that has authority or attempts to exercise authority over any matter that concerns this Trust.

6.09 Powers Regarding Real Estate. Subject to the provisions of the Consent Decree and other provisions of this Trust, including without limitation any required approvals, and unless otherwise instructed in writing by: (i) EPA as to Parcels 24, 25, 29, 30, 32, and 83, and the Excised Lands, and (ii) the Elem Tribe as to Parcels 33, 39, 57, 58, and 81, the Trustee may retain all or any part of any real estate (or interest therein) that becomes part of the Trust Property (the “real estate”) for such period as the Trustee deems advisable and shall pay all taxes and assessments on the real estate, maintain it and insure it against risks in such amounts as the Trustee deems advisable and in such amounts as are approved by the EPA (which approval shall not be unreasonably withheld). In addition to all other powers conferred by law or other provisions of this Trust, and also subject to the provisions of the Consent Decree and the other provisions of this Trust, the Trustee shall have the following powers, which may be exercised without court approval:

- (a) To grant options and make other contracts such as leases concerning the real estate (whether or not extending beyond the term of any trust);
- (b) To subdivide the real estate and dedicate streets or other ways for public use;
- (c) To impose easements or other restrictions;
- (d) To establish reserves for depreciation, taxes, insurance or other purposes as the Trustee deems advisable;
- (e) To execute and deliver all appropriate instruments; and
- (f) To record in the Recorder’s Office for Lake County, California, any instrument, including any certificate acknowledged by the Trustee as to any fact concerning the real estate; and any person without actual knowledge to the contrary may rely conclusively on the genuineness of any such instrument and on the correctness of any such certificate.

No person dealing with the real estate shall be required to see to the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this Trust have been complied with. Every instrument executed or action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that this Trust was in full force and effect when the instrument was delivered or the action was taken; that such person or entity was the Trustee; and

that such instrument or action was valid and legally binding.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers until such time as the entire principal of, and income from, the Trust Fund has been actually distributed by the Trustee and all Trust Property has been sold or otherwise disposed of.

6.11 Reliance of Purchasers and Others. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, or lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, deed, or other instrument or document executed or action taken by the Trustee or any successor or additional Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without inquiry on a certificate signed as aforesaid as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the Trustee or that are in any other manner germane to the affairs of the Trust.

ARTICLE VII

ACCOUNTS

7.01 Annual Accounting. Trustee shall provide an accounting of all assets, income, earnings, and disbursements of assets of Trust Fund assets or Trust Property to EPA on an annual basis within forty-five (45) days after the end the calendar year.

7.02 Final Accounting. Trustee shall provide a final accounting to EPA, with copies of a closing binder including all documents pertaining to the sale or conveyance of all Trust Property, within thirty (30) days after the closing upon such sale or conveyance.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it but only upon and subject to the following express terms and conditions:

8.01 Limitation of Liability. In no event shall the Trustee be liable except for its negligence, gross negligence or willful acts or omissions in relation to its duties hereunder.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance

with the provisions of this Trust upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Right to Demand Documentation. Notwithstanding anything else in this Trust, in the administration of the Trust Fund, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Trust, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms hereof that the Trustee reasonably believes to be necessary or desirable.

8.04 Trustee's Compensation. The Trustee shall be compensated for its services hereunder in accordance with Exhibit A attached hereto.

8.05 Limitation on Financial Liability. No provision of this Trust shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as Trustee hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, nor to take any action pursuant to this Trust, which in the judgment of the Trustee may reasonably conflict with any rule of law or with the terms of this Trust.

ARTICLE IX SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. Any Trustee may resign by giving not less than sixty (60) days written notice to EPA and the Elem Tribe, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment by a successor Trustee. If any individual Trustee becomes mentally or physically unable to serve, a certificate so stating from such Trustee's then attending physician shall constitute such Trustee's resignation. If any Trustee shall be dissolved or in the course of dissolution or liquidation, or otherwise unable to continue to act as Trustee, as finally determined by the EPA, a certificate so stating from the EPA shall constitute such Trustee's resignation. The Trustee's resignation shall be recorded as provided in this Trust Agreement immediately prior to the recording of the successor Trustee's acceptance or upon the effective date of resignation, whichever is earlier.

9.02 Removal of Trustee. The Trustee may be removed by written request of EPA only for good cause, such as the failure to faithfully perform any of the duties and responsibilities required under this Trust Agreement or to comply with any of the terms or conditions of the Consent Decree, provided, however, that the Trustee may be removed by joint written request of

EPA and the Elem Tribe only for good cause where the grounds for such removal are related to Parcels 33, 39, 57, 58, and 81. Disputes shall be resolved by the United States in the United States District Court for the Northern District of California.

9.03 Appointment of Successor Trustee. If Tom Connolly or any successor Trustee ceases to serve as Trustee, a successor trustee may be appointed by the EPA by an instrument in writing, signed by EPA's and the Trustee's Authorized Representatives, and delivered to the successor Trustee. In the event that no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within 60 days after vacancy shall have occurred, any interested person (including the United States or EPA) and/or any retiring Trustee may apply to the court with continuing jurisdiction as provided in Section 10.03 hereof for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, prescribe or appoint a successor Trustee. Each successor Trustee shall qualify upon written acceptance attached hereto and recorded as provided in this Trust Agreement and thereafter shall have the same powers, immunities, and discretions as the original Trustee.

9.04 Transfer to Successor Trustee. Upon any successor Trustee's qualification, as provided in Section 9.02, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties, and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor; and every predecessor Trustee shall deliver all securities and money held by it to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary, and legally accrued fees, advances, and expenses of any such predecessor Trustee shall be paid in full.

ARTICLE X

MISCELLANEOUS

10.01 Particular Words. Any word contained in the text of this Trust shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated the word "person" shall be taken to mean and include an individual, partnership, association, company or corporation.

10.02 Severability of Provisions. If any provision of this Trust or its application to any person or entity or in any circumstances shall be held to be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable, and the other provisions of this Trust shall not be affected by such invalidity or unenforceability.

10.03 Governing Jurisdiction. This Trust shall be enforceable in the United States District

Court for the Northern District of California, which has continuing jurisdiction of the Consent Decree. The validity, interpretation, and performance of this Trust shall be governed by the laws of the State of California.

10.04 Modification. This Trust may be modified only by the consent of EPA and by order of the United States District Court for the Northern District of California, and only to the extent that such modification does not change or inhibit the purpose of this Trust as set forth in Section 2.02 or allow for distributions other than as provided in Section 4.02.

10.05 Construction of Terms. In the event of any ambiguity or contradiction in the terms of this Trust, such terms shall be construed so as to conform to the provisions of the Consent Decree, where applicable, and so as to fulfill the purposes of this Trust.

10.06 Authorized Representatives. The following are the Authorized Representatives of the Trustee, EPA, and the Elem Tribe.

Trustee:

Tom H. Connolly
Trustee
Connolly Rosania & Lofstedt
950 Spruce Street, Suite 1C
Louisville, CO 80027
Telephone: (303) 661-9292
Facsimile: (303) 661-9555
E-mail: tom@crlpc.com

EPA:

~~Carter Jessop~~~~Gary Riley~~, Remedial Project Manager
U.S. Environmental Protection Agency, SFD-7-2
Region IX
75 Hawthorne Street
San Francisco, CA 94105
Telephone: ~~(628) 223-3524~~~~(415) 972-3003~~
~~Facsimile: (415) 947-3528~~
E-mail: ~~jessop.carter~~~~riley.gary~~@epa.gov

Elem Tribe:

~~Kyle Cohen~~~~Brian J. Cleary~~
~~Kyle Cohen, Attorney at Law, P.C.~~~~The Cleary Law Group, P.C.~~
~~P.O. Box 210076~~~~101 West Prairie Center, #362~~
~~San Francisco, CA 94121~~~~Hayden, ID 83835~~
~~Telephone: (208) 762-1081~~
~~Facsimile: (866) 361-5496~~
E-mail: ~~kylecohenlaw@gmail.com~~~~brian@clearylawgroup.com~~

and

Agustin Garcia~~Nathan Brown II~~
Tribal Chairman
1400 North Dutton Avenue, Suite 7e/o The Elem Pomo Tribe
Santa Rosa, CA 95401~~P.O. Box 757~~
Clearlake Oaks, CA 95423

The Trustee, EPA, or the Elem Tribe may, by written notice to the other parties, change its Authorized Representative(s) or notice addresses above.

EXHIBIT A

The Trustee shall be entitled to reasonable compensation for actual, necessary services rendered at the rate of \$300 per hour (which rate may be adjusted annually with approval of the EPA) and reimbursement of actual necessary expenses. The Trustee shall keep records of their time and expenses and submit copies thereof to the EPA in conjunction with the Annual Accounting required by Section 7.01, or more frequently as requested by EPA.~~Trustee's compensation shall be a commission upon all moneys disbursed or turned over by the Trustee to beneficiaries and creditors of the Redevelopment Trust in accordance with the schedule of compensation for trustees serving under Title 11 of the United States Code as from time to time set forth in 11 U.S.C § 326(a).~~