

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
SOUTHERN (CAPE GIRARDEAU) DIVISION

STATE OF MISSOURI ex rel. CHRIS)	
KOSTER, Attorney General, and the)	
MISSOURI DEPARTMENT OF)	
NATURAL RESOURCES,)	
)	
Plaintiff,)	Case No. _____
)	
v.)	
)	
NADIST, LLC, THE NADIST)	
LANDHOLDING TRUST, THE LEO A.)	
DREY REVOCABLE TRUST, CHARLES)	
A. LOWENHAUPT, HUGH R. LAW,)	
KAY K. DREY, and THE LEO A. DREY)	
ESTATE,)	
)	
Defendants.)	

CONSENT DECREE AND SETTLEMENT

I. INTRODUCTION

The State of Missouri (the “State”), by and through Attorney General Chris Koster, and the Missouri Department of Natural Resources (“the Department”), and Defendants Nadist, LLC, the Nadist Landholding Trust, the Leo A. Drey Revocable Trust, Mr. Charles A. Lowenhaupt, Mr. Hugh R. Law, Ms. Kay K. Drey and the Leo A. Drey Estate (collectively, “the Nadist Parties”) hereby enter into this Consent Decree to resolve the State’s claims

under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9607; Section 311 of the Clean Water Act, 33 U.S.C. § 1321; § 260.500, et seq., RSMo, of the Missouri Hazardous Substance Emergency Response Bill; and § 644.096, RSMo, of the Missouri Clean Water Law for the recovery of natural resource damages resulting from the release and threat of release of hazardous substances from the Sweetwater Mine and Mill, including related operations, in the Viburnum Trend in Southeast Missouri onto neighboring property formerly owned and/or operated by the Nadist Parties including property subject to mineral leasing and related activities (e.g., haul roads) (the “Site”) at various times relevant to this matter. This Consent Decree resolves the claims set forth in the Complaint.

II. RECITALS

A. The Sweetwater Mine and Mill commenced operations sometime during the 1960s and its primary operations involve the extraction, processing, and concentrating of mineral ores including lead, zinc, and copper. Since at least 1998, the Doe Run Resources Corporation (hereinafter “Doe Run”) has owned and operated the Sweetwater Mine and Mill. Doe Run’s ownership and operation of the Sweetwater Mine and Mill was preceded by Asarco, Inc., Kennecott Corporation, Ozark Lead Company, and

Bear Creek Mining Company (hereinafter collectively and including Doe Run, the "Mining Companies").

B. The Nadist Parties' primary use of the property has been limited to the sustainable management of timber and passive ownership of the property. However, a portion of the Site was the subject of mineral leasing between the Mining Companies and the Dreys with Nadist, LLC as their successor-in-interest. The mineral lease was effective on or about January 1, 1969 with a term of 50 years that included a 50 year renewal at the lessee's sole option and was entered into following early exploratory activities by the Mining Companies on the Site. The original mineral lease allowed the lessee to conduct customary mining activities on the Site while allowing the lessor to manage timber resources on the property's surface.

C. On or about April 22, 2005, the Department issued a Preliminary Assessment/Site Investigation Report for the Sweetwater Mine and Mill. This report detailed various environmental conditions at and around the Sweetwater Mine and Mill that raised concerns among the Nadist Parties. As a result, the Nadist Parties conducted their own investigation of the Site. Based upon its initial investigation, Nadist, LLC initiated a lawsuit against Doe Run on June 23, 2006, in the Eastern District of Missouri styled *Nadist, LLC v. The Doe Run Resources Corporation et al.*, Case No. 04:06-cv-00969-CDP. The lawsuit asserted multiple causes of action against Doe Run

including: (1) improper handling/disposal of hazardous wastes in violation of the Resource Conservation and Recovery Act ("RCRA"); (2) improper handling/disposal of solid wastes in violation of RCRA; (3) violations of the Clean Air Act; (4) violations of the Clean Water Act ("CWA"); (5) trespass; (6) nuisance; (7) specific performance; and (8) breach of contract.

D. Through the lawsuit, the Nadist Parties assisted the State with negotiation of and entry of a Consent Decree between Doe Run and the State (the "State CD"). The State CD binds Doe Run to complete tasks set forth within multiple work plans, including:

1. A wind erosion plan to prevent tailings dust from accumulating off the premises;
2. An interim soil remediation plan to clean up contaminated soil "hot spots," and
3. Requiring Doe Run to engage in investigative and remedial activities on non-operational properties (as defined in the plan) which include properties formerly owned by the Nadist Parties including the haul road leading from the mine and mill to the public roadway.

E. Additionally, the State CD seeks to improve water quality throughout the area by requiring the development and implementation of an

Operation and Maintenance Plan for the Meander Treatment System that treats water leaving the tailings impoundment.

F. As a final measure, the State CD requires Doe Run to develop a comprehensive closure plan that will protect the environment and promote the public health and safety by reclaiming disturbed land surfaces and watercourses to a stable condition that will support future land uses.

G. Following resolution of the lawsuit on or about June 29, 2012, the Nadist Parties voluntarily approached the state and federal natural resource trustees (the "Trustees") seeking to resolve the claims asserted in the instant matter. To that end, the Nadist Parties have cooperated with the Trustees' effort to evaluate the Natural Resource Damages, including but not limited to, providing requested information and documentation regarding the Site. The State has continued to keep the United States informed on this matter including the settlement reflected herein; however the United States is not a party to this settlement.

H. The Department, under the authority of Section 107(f) of CERCLA, 42 U.S.C. § 9607(f), and 40 C.F.R. Part 300, subpart G, serves as a trustee for natural resources for the assessment and recovery of damages for injury to, destruction of, or loss of natural resources under their trusteeship. The State is authorized under § 644.096, RSMo, to recover actual damages, including the costs and expenses of restoring any waters of the state to their

condition as they existed before the violation. The State is authorized under § 260.530.1, RSMo, to recover the costs of cleaning up any hazardous substance emergency.

I. The State has found that hazardous substances have been released into the environment at or from the Site; that public trust natural resources have likely been injured by the releases; and that data sufficient to pursue a natural resource damage assessment are available or could likely be obtained at a reasonable cost. Specifically, sampling indicates that areas of the Defendants' property are or have been contaminated with lead and other hazardous substances from the Sweetwater Mine and Mill; and that the impacted and/or affected natural resources are jointly held among the Trustees.

J. The State has also reviewed data from prior studies and gathered data and completed additional studies of injuries to natural resources at the Site, including a floristic quality assessment for certain areas in the Viburnum Trend, and studies in the Viburnum Trend on impacts of contaminants on vegetation, riparian and stream sediments, benthic organisms, mussels, and avian species that are applicable to conditions at the Sweetwater Mine and Mill and surrounding areas. Based on this research and information, the State and the Nadist Parties agree that no further natural resource damage assessment is required to effectuate the purposes of

this Consent Decree with respect to Defendants. A natural resource damage assessment has been initiated for the Site and the information developed and analyzed to date is sufficient to support a settlement that is fair, reasonable, and in the public interest.

K. Calculations of the amount of injury to natural resources that has occurred as a result of releases of hazardous substances at or from the Sweetwater Mine and Mill onto Defendants' property has been developed based on the results of the ongoing damage-assessment studies, remedial investigations, regulatory standards, and scientific literature. The calculation, including a Habitat Equivalency Analysis, quantifies the injuries to natural resources and related services over time, discounted to the current year.

L. The State has filed a Complaint in this action alleging that Defendants are liable under Section 107 of CERCLA, 42 U.S.C. § 9607; Section 311 of the Clean Water Act, 33 U.S.C. § 1321; § 644.096, RSMo. of the Missouri Clean Water Law, and § 260.500, et seq., of the Missouri Hazardous Substance Emergency Response Bill for damages for injury to, destruction of, and loss of natural resources resulting from releases and threatened release of hazardous substances at or from the Site, including a share of the costs of assessing the damages. The Defendants deny the allegations in the

Complaint and do not admit any liability to the State arising out of the transactions or occurrences alleged in the Complaint.

M. The Parties agree, and this Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith; that settlement of this matter will avoid prolonged and complicated litigation between the Parties; and that this Decree is fair, reasonable, and in the public interest.

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

III. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1367, 42 U.S.C. §§ 9607 and 9613(b), and 33 U.S.C. § 2717(b). The Court has personal jurisdiction over the Defendants. Solely for the purposes of this Decree and the underlying Complaint, Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The Defendants may not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

IV. PARTIES BOUND

2. This Decree is binding upon the State of Missouri and upon Defendants and their heirs, successors, and assigns. Any change in

ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, will in no way alter the status or responsibilities of Defendants under this Decree.

V. DEFINITIONS

3. Unless otherwise expressly provided, terms used in this Decree that are defined in CERCLA or in regulations promulgated under CERCLA have the meanings assigned to them in CERCLA or in such regulations. Whenever the terms listed below are used in this Decree or in any attached appendix, the following definitions will apply:

a. “Sweetwater Mine and Mill” means the real property on which the Sweetwater Mine and Mill is located, the tailings impoundment and surrounding lands, and including the area in and around Logan, Adair, and Sweetwater Creeks. The Mine and Mill is currently owned and operated by Doe Run. The Defendants never owned, operated, or controlled the Sweetwater Mine and Mill.

b. Defendants’ property, or “the Site,” means the property formerly owned and/or operated by Defendants adjacent to the Sweetwater Mine and Mill in Reynolds County and further described by the map attached hereto as Exhibit 1.

c. “Sweetwater Mine and Mill—Nadist Restoration Account” means the Sweetwater Mine and Mill Subaccount.

d. “Consent Decree” or “Decree” means this Consent Decree and all attached appendices. In the event of a conflict between this Consent Decree and any Appendix, the Consent Decree will control.

e. “Day” means a calendar day. In computing any period of time under this Consent Decree, where the last day falls on a Saturday, Sunday, or federal holiday, the period of time will run until the close of business of the next working day.

f. “Defendants” or the “Nadist Parties” means Nadist, LLC, the Nadist Landholding Trust, the Leo A. Drey Revocable Trust, Mr. Charles A. Lowenhaupt, Mr. Hugh R. Law, Ms. Kay K. Drey, and the Leo A. Drey Estate.

g. “Natural Resources” means that definition as provided in 42 U.S.C. § 9601(16).

h. “Natural Resource Damages” means damages, including costs of damage assessment and establishment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, § 260.500, et seq., RSMo. of the Missouri Hazardous Substance Emergency Response Bill, and § 644.096, RSMo. of the Missouri Clean Water Law, for injury to, destruction of, or loss of natural resources resulting from releases of hazardous substances at or from the Sweetwater Mine and Mill Site or the Site.

i. “Natural Resource Restoration” means the restoration, replacement, or acquisition of the equivalent of such natural resources injured as a result of releases of hazardous substances, CERCLA Section 107(f)(1), 42 U.S.C. § 9607(f)(1).

j. “Parties” mean the state of Missouri, Nadist, LLC, the Nadist Landholding Trust, the Leo A. Drey Revocable Trust, Mr. Charles A. Lowenhaupt, Mr. Hugh R. Law, Ms. Kay K. Drey, and the Leo A. Drey Estate.

VI. GENERAL PROVISIONS

4. The Complaint states claims upon which relief may be granted.
5. Nothing in this Consent Decree shall be construed as an admission of liability by any of the Defendants for any claims or allegations made in the Complaint or in this Consent Decree.
6. This Consent Decree should not be used as evidence of Defendants’ alleged liability in any action or proceeding other than an action or proceeding to enforce the terms of this Consent Decree.

VII. PAYMENT OF NATURAL RESOURCE DAMAGES AND DAMAGE ASSESSMENT COSTS

7. Within 30 days of entry of this Decree, Defendants will pay to the Department of Natural Resources \$ (USD) 804,980.00 for Natural Resource Damages to be used by the State of Missouri for Natural Resource

Restoration. This sum shall be paid to the State of Missouri by Automated Clearing House (ACH) as outlined in 8 below with "Sweetwater Mine and Mill Natural Resource Damages" noted in the ACH addendum information.

8. Within 30 days of entry of this Decree, Defendants will pay to the Department of Natural Resource \$(USD) 45,020.00 in damage assessment costs. This sum shall be paid to the State of Missouri by Automated Clearing House (ACH) transfer to the State of Missouri Department of Natural Resources in accordance with current ACH procedures with "Sweetwater Mine and Mill Assessment Costs" noted in the addendum information.

Payment shall be made using the following information:

Trustee: State of Missouri
Amount:
Payee: Missouri Department of Natural Resources
Routing & Transit Number: 086507174
Account Number: 7800090
Bank Name: Office of MO State Treasurer (Processing
through Central Bank)
Bank Address: P O Box 210
City/State/Zip: Jefferson City, MO 65102

9. Settling Defendants shall provide at least five days' notice to the State before making the transfer of funds in accordance with Section XIV

(Notices and Submissions). Such notice will reference, as applicable, either Sweetwater Mine and Mill Natural Resource Damages or Sweetwater Mine and Mill Assessment Costs and the civil action case number.

VIII. FAILURE TO MAKE TIMELY PAYMENT

10. a. The Defendants are jointly and severally responsible for the payments required under this Decree. If Defendants fail to make the payments required by Paragraphs 7 and 8 by the required due date, a penalty of \$1,000/day for each day after the due date shall accrue, and shall remain due and owing, until payment of the original payment and the accrued penalty. In addition, Defendants shall pay interest on the amount of original payment due, assessed at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest is the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Interest will continue to accrue on the unpaid balance through the date of payment.

b. If the State brings an action to enforce this Consent Decree, Defendants will reimburse the State for all costs of such action, including but not limited to costs of attorney time. The State may use sums paid as additional penalties under this Paragraph to pay unreimbursed damage

assessment costs, to fund or contribute to additional actions to restore Viburnum Trend natural resources appertaining to the Sweetwater Mine and Mill Site, and/or for long-term restoration oversight and stewardship.

IX. COVENANT NOT TO SUE BY THE STATE

11. Except as specifically provided in Section X (Reservations of Rights) below, the State covenants not to sue or to take administrative action against Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); Section 311 of the Clean Water Act, 33 U.S.C. § 1321; § 260.500, et seq., RSMo. of the Missouri Hazardous Substance Emergency Response Bill; and § 644.096, RSMo. of the Missouri Clean Water Law to recover Natural Resource Damages at the Site. This covenant not to sue will take effect upon receipt by the Department of all payments required by Paragraphs 7, 8 and 10. This covenant not to sue is conditioned upon the satisfactory performance by Defendants of their obligations under this Decree. This covenant not to sue extends only to Defendants and their heirs, successors, and assigns, and does not extend to any other person.

X. RESERVATIONS OF RIGHTS

12. The State reserves, and this Decree is without prejudice to, all rights against Defendants with respect to all matters not expressly included within the Covenant Not to Sue by the State in Paragraph 11.

Notwithstanding any other provision of this Decree, the State reserves, and

this Decree is without prejudice to, all rights against Defendants with respect to:

- a. liability for failure of Defendants to meet a requirement of this Decree;
- b. liability for all response costs incurred and to be incurred by the State in response to releases and/or threats of releases of hazardous substances at or from the Site;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; and
- d. criminal liability to the State.

XI. REOPENERS

13. Notwithstanding any other provision of this Consent Decree, the State reserves, and this Consent Decree is without prejudice to, the right to institute proceedings against any Defendant in this action or in a new action for:

- a. Claims based on a failure of Defendants to satisfy the requirements of this Consent Decree; and
- b. Additional claims for Natural Resource Damages if conditions, factors, or information about the Sweetwater Mine and Mill or the Site, not known to the State at the time of entry of this Consent Decree, are discovered that, together with any other relevant information, indicate that there is injury to, destruction of, or loss of natural resources of a type

unknown, or of a magnitude significantly greater than was known, at the time of entry of this Consent Decree, which is attributable to a Defendant. For purposes of this Paragraph, information known to the State shall consist of any information in the files of, or otherwise in the possession of, the State, or its contractors or consultants, who worked on the natural resource damages assessment, as of the date of entry of this Consent Decree.

XII. COVENANT NOT TO SUE BY DEFENDANTS

14. Defendants each covenant not to sue and agree not to assert any claims or causes of action against the State or its contractors or employees for any civil claims or causes of action relating to Natural Resource Damages.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action they each may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Consent Decree this Court finds, that each Defendant is entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided

by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for Natural Resource Damages.

17. Each Defendant agrees that it will notify the State in writing no later than 60 days before bringing a suit or claim for contribution for Natural Resource Damages. Each Defendant also agrees that it will notify the State in writing within 10 days of service of a complaint or claim upon it relating to a suit or claim for contribution for Natural Resource Damages. In addition, each Defendant will notify the State within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for matters related to this Decree.

18. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs, or other appropriate relief other than Natural Resource Damages, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue set forth in Paragraph 11.

XIV. NOTICES AND SUBMISSIONS

19. Whenever notice is required to be given or a document is required to be sent by one Party to another under the terms of this Decree, it will be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified constitutes complete satisfaction of any written notice requirement of the Decree.

As to the State:

Tim Blackwell, or his successor
Assistant Attorney General
Missouri Attorney General's Office
Agriculture and Environment Division
P.O. Box 899
Jefferson City, MO 65102

Eric Gramlich, or his successor
Missouri Department of Natural Resources
Hazardous Waste Program
Natural Resource Damages Coordinator
P.O. Box 176
Jefferson City, MO 65102-0176

As to Defendants:

Ryan Mohr, or his successor
Fox Galvin, LLC
1 S. Memorial Drive, Twelfth Floor
St. Louis, MO 63102

XV. EFFECTIVE DATE

20. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XVI. RETENTION OF JURISDICTION

21. This Court will retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Decree.

XVII. INTEGRATION/APPENDICES

22. This Decree and its appendices constitute the final, complete, and exclusive agreement and understanding with respect to the settlement embodied in this Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Decree.

XVIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

23. This Decree will be lodged with the Court for a period of not less than 30 days for public notice and comment. The State reserves the right to withdraw or withhold its consent if the comments regarding the Decree disclose facts or considerations that indicate this Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Decree without further notice.

24. If for any reason this Court declines to approve this Decree in the form presented, this agreement may be voided at the sole discretion of any Party, and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XIX. SIGNATORIES/SERVICE

25. Each undersigned representative of the State and Defendants certifies that he or she is authorized to enter into the terms and conditions of this Decree and to execute and bind legally the Party that he or she represents to this document.

26. Defendants each agree not to oppose entry of this Decree by this Court or to challenge any provision of this Decree unless the State has notified Defendants in writing that it no longer supports entry of the Decree.

27. Each Defendant will identify on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of it with respect to all matters relating to this Decree. Each Defendant agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

XXI. MODIFICATION

28. No material modifications shall be made to any requirement under this Consent Decree without written notification to and written approval of the State, Defendants, and the Court. Modifications to the Consent Decree exclusive of appendices incorporated within that do not materially alter the terms of this Consent Decree may be made by written agreement between the State and Defendants. Modifications to any of the appendices to this Consent Decree that do not materially alter any of the terms of this Consent Decree may be made by written agreement between the State and Defendants.

XXII. TERMINATION

29. This Decree shall terminate upon written notice, made in accordance with Section XIV, by Defendants to the State that all payments required under Section VII have been made, and all other applicable requirements of this Decree have been fulfilled, and subsequent written notice by the State confirming the performance by Defendants of their obligations under this Decree. Such notice by the State shall be sent within 45 calendar days of receipt by all Plaintiffs of the required payments and notice from Defendants. If the State fails to send such notice, this Decree shall terminate automatically on the 46th day following receipt by the State of the required payments and notice from Defendant. The following

provisions of this Decree shall survive termination: Section IX (Covenant Not To Sue By the State); Section X (Reservation of Rights); Section XI (Reopeners); Section XII (Covenant Not To Sue By Defendants); and Section XIII (Effect of Settlement/Contribution Protection).

XXIV. FINAL JUDGMENT

30. Upon approval and entry of this Decree by the Court, this Decree will constitute the final judgment between the State of Missouri and Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____ 2016.

United States District Judge

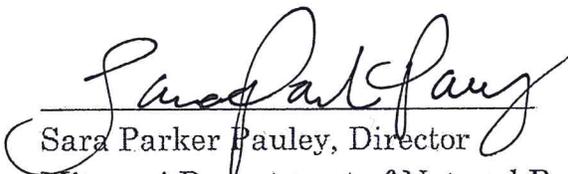
THE UNDERSIGNED PARTIES enter into this Consent Decree in *State of Missouri v. Nadist, LLC*.

FOR THE STATE OF MISSOURI

Date: 6/28/16


CHRIS KOSTER
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Date: 7/5/16

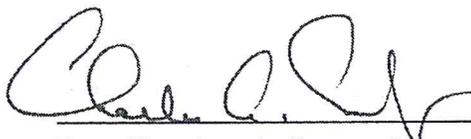

Sara Parker Pauley, Director
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

Handwritten signature

7/2/16

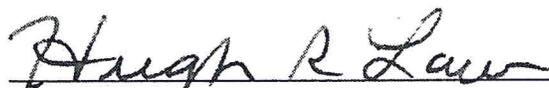
FOR NADIST, LLC:

Date: June 23, 2016



By: Charles A. Lowenhaupt, Trustee of Nadist Landholding Trust dated June 23, 2006, Sole Member

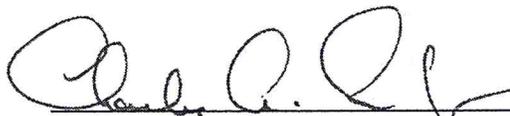
Date: 24 June 2016



By: Hugh R. Law, Trustee of Nadist Landholding Trust dated June 23, 2006, Sole Member

FOR NADIST LANDHOLDING TRUST dated June 23, 2006

Date: June 23, 2016



By: Charles A. Lowenhaupt, Trustee

Date: 24 June 2016



By: Hugh R. Law, Trustee

FOR LEO A. DREY REVOCABLE TRUST dated January 16, 1989

Date: June 23, 2016



By: Charles A. Lowenhaupt, Trustee

Date: 24 June 2016



By: Hugh R. Law, Trustee

Date: June 23, 2016

Kay K. Drey
By: Kay K. Drey, Trustee

FOR CHARLES A. LOWENHAUPT:

Date: June 23, 2016

Charles A. Lowenhaupt
Charles A. Lowenhaupt

FOR HUGH R. LAW:

Date: 24 June 2016

Hugh R Law
Hugh R. Law

FOR KAY K. DREY:

Date: June 23, 2016

Kay K. Drey
Kay K. Drey

FOR ESTATE OF LEO A. DREY

Date: June 23, 2016

Charles A. Lowenhaupt
By: Charles A. Lowenhaupt, Personal Representative