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**THE SUPERIOR COURT OF THE STATE OF ARIZONA
 FOR MARICOPA COUNTY**

**STATE OF ARIZONA, *ex rel.*
 MISAEL CABRERA, Director, Arizona
 Department of Environmental Quality,**

Plaintiff,

**vs. GOLD PARADISE PEAK, Inc., a
 Nevada Corporation, and SINO
 VANTAGE GROUP, Inc., a California
 Corporation,**

Defendants.

Civil Action No. CV2019-005385

**AMENDED CONSENT JUDGMENT
 as to GOLD PARADISE PEAK, Inc.**

(Non-classified Civil)

**(Assigned to the Hon. Joseph
 Kreamer)**

The Plaintiff State of Arizona ex rel. Karen Peters, Director, Arizona Department of Environmental Quality (“the State” or “ADEQ”), has filed a Complaint alleging violations by the Defendant of Arizona Revised Statutes (“A.R.S.”) Title 49, Chapter 2, Articles 3 and 3.1 and rules promulgated thereunder (the “Complaint”). The State

1 brought claims pursuant to A.R.S. § 49-262(A), (C) seeking injunctive relief and civil
2 penalties.

3 B. Karen Peters is the Director of the Arizona Department of Environmental
4 Quality (“ADEQ”) and has been duly authorized by the State to enter into this amended
5 consent judgment (“Consent Judgment”) for and on behalf of the State.

6 C. Defendant Gold Paradise Peak, Inc. (“GPPI”) is a Nevada corporation
7 located at 204 West Spear Street, Unit #3597, Carson City, Nevada, 89703. GPPI owns
8 and operates the Azurite and Sundance mines in Yavapai County, Arizona.

9 D. Defendant Sino Vantage Group, Inc. (“Sino Vantage”) is a California
10 corporation located at 1650 South Amphlett Boulevard, Suite 200, San Mateo, California
11 94402.

12 E. GPPI and Sino Vantage jointly own the Senator Mine in Yavapai County,
13 Arizona.

14 F. Because GPPI had not applied for all necessary permits required under
15 Arizona law, ADEQ had not issued GPPI all necessary permits required under Arizona
16 law for the Azurite, Sundance, or Senator mines, and those mines are impacting the
17 environment, leading to the claims alleged in the Complaint.

18 G. On or about January 6, 2021 the State filed its Third Amended Complaint
19 (“TAC”) in case No. CV2019-005385 in Maricopa County Superior Court against
20 Defendants GPPI and Sino Vantage. GPPI acknowledges through its authorized
21 representative that it has been served with a copy of the Summons and TAC in this action
22 and has been fully advised of its right to a trial in this matter and waives the same.

23 G. GPPI admits the jurisdiction of this Court and that venue is proper in
24 Maricopa County.

25 H. GPPI has consented to the terms and entry of this Consent Judgment and
26 acknowledges that the State has made no promise of any kind or nature other than what is

1 set forth in this Consent Judgment, and that GPPI has entered into this Consent Judgment
2 voluntarily and after due consideration.

3 I. It is in the best interests of the State and the public to enter into this
4 Consent Judgment. The State and GPPI hereby intend to completely and finally settle
5 and release the civil liability of GPPI for the violations described in the TAC and other
6 alleged violations as described in Section XIII, and hereby move the Court to enter this
7 Consent Judgment according to the following terms:

- 8 1. GPPI shall implement the attached Compliance Schedules, Attachments A and
9 B, by the dates described therein.
- 10 2. The attached March 10, 2020, Preliminary Injunction, Attachment C will
11 remain in effect until the Azurite and Sundance Compliance Schedules
12 described in Attachment B are completed, unless otherwise agreed to by the
13 Parties.
- 14 3. Defendants shall pay the State's reasonable attorney fees and expert costs
15 incurred in this action according to the schedule in Section IX.
- 16 4. GPPI's breach of this Consent Judgment will lead to the assessment of deferred
17 penalties as described in Section VIII.

18 J. This Consent Judgment settles GPPI's liability for the violations described in the
19 TAC and other alleged violations as described in Section XIII.

20 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
21 **DECREED** as follows:

22 **I. JURISDICTION AND VENUE**

23 A. The Court has jurisdiction over the subject matter of this action and the
24 parties pursuant to Arizona Constitution Article 6, § 14 and A.R.S. §§ 12-123 and 49-
25 262. The TAC states claims upon which relief may be granted against GPPI.

1 B. Venue is proper in Maricopa County pursuant to A.R.S. §§ 12-401(17) and
2 49-265.

3 **II. BINDING EFFECT**

4 A. This Consent Judgment and its Attachments constitute and embody the full
5 and complete understanding of the Parties and supersedes all prior understandings or
6 agreements, whether oral or in writing, which pertain to the subject matter contained
7 herein.

8 B. The State and GPPI hereby consent to the terms and entry of this Consent
9 Judgment, and agree not to contest its validity in any subsequent proceeding. This
10 Consent applies to and is binding upon the State and upon GPPI, their officers and
11 directors, successors and assigns, agents, servants, employees, attorneys and all persons,
12 firms and corporations acting in active concert or participation with GPPI.

13 C. GPPI shall provide a copy of this Consent Judgment to each contractor
14 retained to perform any activity required by this Consent Judgment. In any action to
15 enforce this Consent Judgment, GPPI shall not raise as a defense the failure by any of its
16 agents, servants, contractors, employees, successors or assigns to take actions necessary
17 to comply with this Consent Judgment.

18 D. Neither any change in ownership or corporate status of GPPI nor any
19 transfer of assets or real or personal property shall in any way alter GPPI's
20 responsibilities under this Consent Judgment, except as agreed to in writing and approved
21 by the Court.

22 E. For the duration of this Consent Judgement, GPPI shall notify ADEQ in
23 writing of any purchase, succession or other conveyance or assignment of any of GPPI's
24 right, title or interest in the Properties at least thirty (30) days prior to such transfer. As a
25 requirement of any such transfer, GPPI shall take any steps necessary to transfer to the
26 transferee all permits issued by ADEQ related to the Properties. The Defendant shall give

1 written notice of the existence of this action and provide a copy of this Consent Judgment
2 to any prospective successors in interest or transferees of the Properties prior to actual
3 transfer or succession.

4 F. GPPI shall maintain a right of access to its Properties. If any of the
5 Properties or portions thereof are transferred by GPPI, GPPI shall establish an easement
6 granting GPPI access the Properties and to conduct Work required by each Property's
7 respective Compliance Schedule. The easement may be terminated upon termination of
8 this Consent Judgment pursuant to Section XX. The easement shall be recorded in the
9 county in which the Property is located.

10 F. GPPI certifies that its undersigned representative is fully authorized by
11 GPPI to enter into the terms and conditions of this Consent Judgment, to execute it on
12 behalf of GPPI and to legally bind GPPI to its terms.

13 **III. DEFINITIONS**

14 The terms used in this Consent Judgment shall have the same meanings as defined
15 in A.R.S., Title 49, Chapter 2, Articles 3 and 3.1 and all applicable regulations enacted
16 thereunder.

17 "Azurite" means the Azurite mine, which is located on Yavapai County Parcel ID
18 205-14-257 in Yavapai County, Arizona.

19 "Day" shall mean a calendar day, unless otherwise noted. In computing any
20 period under this Consent Judgment, where the last day would fall on a Saturday,
21 Sunday, or a State or Federal holiday, the period shall run until the close of business of
22 the next working day.

23 "Defendants" means GPPI and Sino Vantage Group, Inc.

24 "Effective Date" shall be the date that the amended Consent Judgment is entered
25 by this Court.

1 “Force Majeure” is defined as any event arising from causes beyond the
2 reasonable control of GPPI or its contractors that delays the performance of any
3 obligation under this Consent Judgment. Force Majeure does not include financial
4 inability to complete any requirement of this Consent Judgment.

5 “Parties” means GPPI, Sino Vantage Group, Inc., and ADEQ.

6 “Properties” means the parcels upon which Azurite, Sundance, and Senator mines
7 are situated; Yavapai County Parcel IDs 205-14-257, 205-14-246P, and 205-14-246Q.

8 “Senator” means the Senator Mine, which is located on Yavapai County Parcel
9 IDs 205-14-246P and 205-14-246Q in Yavapai County, Arizona.

10 “State” means the Plaintiff, State of Arizona ex rel. Misael Cabrera, Director,
11 Arizona Department of Environmental Quality. For purposes of this Consent Judgment,
12 the State does not include any other Agency, Board, Commission, Department, Officer or
13 employees of the State of Arizona.

14 “Sundance” means the Sundance Mine, which is located on Yavapai County
15 Parcel 205-14-246Q in Yavapai County, Arizona.

16 “Work” means the compliance schedules described by Attachments A and B of this
17 Consent Judgment.

18 **IV. MANNER OF PAYMENT**

19 All payments made to the State under this Consent Judgment, including attorney’s
20 fees, deferred civil penalty, any interest payments, and Remedial Funds pursuant to
21 Section V(B), shall be made by cashier’s check or money order payable to ADEQ and
22 shall be hand-delivered or mailed and postmarked, postage prepaid, to:
23

24 ///

25 ///

26

1 Assistant Director, Business and Finance
2 Arizona Department of Environmental Quality
3 1110 W. Washington Street
4 Phoenix, AZ 85007
5 Attention: Accounts Receivable

6 together with a letter tendering the check. In the alternative, payments may be made by
7 wire transfer. Bank account and routing information used for payment by wire transfer
8 will be provided, upon request, by the ADEQ Assistant Director, Business and Finance,
9 or their designee. All letters regarding payment shall identify this case by the names of
10 the Parties and the Court docket number. Copies of the letters shall be sent to the Office
11 of the Attorney General at:

12 James C. Olson II
13 Assistant Attorney General
14 Environmental Enforcement Section
15 Office of the Attorney General
2005 N. Central Ave., Phoenix, Arizona 85004

16 and to ADEQ at:

17 Josephine Maressa
18 Water Quality Division Deputy Director
19 Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007

20 **V. WORK/COMPLIANCE SCHEDULE**

21 A. Defendant GPPI shall comply with the Compliance Schedules attached to
22 this Consent Judgment, Attachments A and B. Attachment A describes the work,
23 separated into "Phases," GPPI must complete via its qualified consultants to address the
24 Senator Mine leaky adit and waste rocks piles (the "Remedial Action Project").
25 Attachment B describes the work GPPI must complete to resolve the other outstanding
26 violations that ADEQ has alleged at Azurite, Sundance, and Senator, alleged in ADEQ

1 Notice of Violation Case Numbers 212845, 217184, 217247, 217249, 218356, 219925,
2 221054, 224504, 224505, 229693, 229718, 229721, and 230022.

3 B. Should GPPI fail to meet a Remedial Action Project Phase deadline
4 described in Attachment A and fail to demonstrate to ADEQ that it has made substantial
5 progress towards that Phase, GPPI shall, within thirty (30) calendar days of written
6 demand from ADEQ, transfer four million dollars (\$4,000,000.00) (the “Remedial
7 Funds”) to ADEQ via the method described in Section IV. The Remedial Funds are not a
8 civil penalty of any sort and must only be used by ADEQ for the exclusive purpose of
9 addressing any ongoing discharge from the Senator Mine adit or waste rock piles to a
10 Water of the United States or Arizona protected surface water.

11 1. Any Remedial Funds remaining after ADEQ finishes its work shall
12 be remitted to GPPI within thirty (30) days, except that ADEQ may retain any
13 funds necessary to meet any ongoing remedial costs expected to be incurred over
14 the next twenty (20) years (for example, any ongoing costs to operate a water
15 treatment plant). If, within one-hundred and eighty (180) days of receipt of the
16 entire Remedial Funds amount, ADEQ decides not to remediate the Senator adit
17 and waste rock piles, ADEQ must remit the remaining Remedial Funds to GPPI.
18 Should Defendant Sino Vantage contribute to the Remedial Funds, ADEQ will
19 remit any remaining funds in amounts proportional to each Defendant’s pro rata
20 contribution to the Remedial Funds.

21 2. Any funds that ADEQ receives pursuant to Section IV or any future
22 collections efforts after ADEQ’s written notice per Section V(B) will first go
23 towards satisfying the Remedial Fund obligation.

24 3. ADEQ may set-off from the Remedial Fund remainder any
25 outstanding amount owed by GPPI to ADEQ or the State of Arizona.

1 C. The attached Preliminary Injunction ordered by this Court on March 10,
2 2020, Attachment C, shall remain in effect until the requirements applicable to Sundance
3 and Azurite described in the Attachment B have been satisfied, and upon written approval
4 from ADEQ. Such approval shall not be unreasonably withheld. Notwithstanding the
5 above, the Parties may agree to terminate the Preliminary Injunction. The Parties agree
6 that work undertaken at Azurite at the direction of the State Mine Inspector does not
7 constitute “mining and mineral processing activities” as defined in the Preliminary
8 Injunction.

9 D. GPPI or its consultants shall submit a written status report according to the
10 requirements of Section VII to ADEQ every thirty (30) calendar days from the Effective
11 Date of the Consent Judgment, until the termination of the Consent Judgment pursuant to
12 Section XX. If GPPI’s consultants submit this written status report, GPPI must still
13 provide the certification required pursuant to Section VII.B

14 **VI. ADEQ’s COSTS INCURRED FOR THE SENATOR MINE SITE**
15 **ASSESSMENT REPORT AND EMERGENCY WQARF ACTION**

16 A. Nothing in this amended Consent Judgment shall be interpreted to prohibit ADEQ
17 from applying to the Court for an environmental lien pursuant to A.R.S. § 49-295 on
18 either of the Senator Mine parcels (Yavapai County parcel numbers 205-14-246Q and
19 205-14-246P) that were subject to ADEQ’s June 28, 2024 Water Quality Assurance
20 Revolving Fund (“WQARF”) emergency action to reroute the Hassayampa River.

21 B. GPPI agrees to reimburse ADEQ two hundred and sixty-one thousand, nine-
22 hundred and twenty-one dollars (\$261,921.00) for the costs the agency incurred to
23 prepare the May 30, 2025 Tetra Tech Site Assessment and Remedial Options Report.
24 GPPI shall pay thirty thousand dollars (\$30,000.00) within 180 days, sixty thousand
25 dollars (\$60,000.00) within 360 days, ninety thousand dollars (\$90,000.00) within 540
26 days and eighty-one thousand, nine hundred and twenty-one dollars (\$81,921.00) within

730 days. Any unpaid amount shall accrue interest pursuant to the rate set forth in A.R.S. §§ 42-1123 and 49-113(B).

VII. SUBMISSIONS

A. Documents, materials, or notices submitted in accordance with this Consent Judgment shall be deemed submitted when postmarked, return receipt requested, accepted for delivery by a commercial delivery service, sent by telecopy, or hand delivered.

B. All reports submitted to the State pursuant to this Consent Judgment shall certify under penalty of law that the information contained in the report is true, accurate and complete by having an authorized representative of the Defendant sign the following statement:

I certify under penalty of law that this document and all attachments, if any, were prepared under my direction or supervision by qualified personnel responsible for properly gathering and evaluating the information submitted. Based on my inquiry of the person or people who are responsible for gathering and evaluating the information, to the best of my knowledge and belief, the information submitted is true, accurate and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fines and imprisonment for knowing violations.

C. Other than weekly or monthly status updates, all deliverables submitted pursuant to the Senator Mine adit and waste pile compliance schedule in Attachment A shall be sealed by a State of Arizona-licensed Professional Engineer(s) and/or Registered Geologist, as applicable to the technical subject matter of the remedial work.

VIII. DEFERRED PENALTIES

A. This amended Consent Judgment has no additional Deferred Penalties beyond those already ordered by the Court in its July 3, 2024 Order. Nothing in this amended Consent Judgment should be interpreted to disturb the July 3, 2024 Order or impact the

1 State's ability to collect any civil penalties due under the July 3, 2024 Order, which
2 remains in full force and effect.

3 **IX. ATTORNEY'S FEES AND COSTS**

4 A. The State shall have the right to record this Consent Judgment in every
5 County in Arizona.

6 B. Parties shall bear their own costs and attorney's fees in this action. This
7 subsection does not disturb attorney's fees and costs previously paid by Defendants
8 pursuant to the version of the Consent Judgment approved by the Court on January 5,
9 2021.

10 C. Subsection IX.B notwithstanding, GPPI shall be liable for the State's
11 reasonable costs and attorney fees incurred in enforcing this amended Consent Judgment,
12 if the State prevails, pursuant to Section XII.

13 **X. DISPUTE RESOLUTION**

14 A. All decisions of the State rendered pursuant to Sections V and XII of this
15 Consent Judgment or pursuant to any Compliance Schedule attached to this Consent
16 Judgment including, but not limited to, the meaning or the application of this Consent
17 Judgment and its provisions, or whether GPPI is in compliance with its terms, shall be
18 delivered in writing to GPPI in the manner described in Section VII with an explanation
19 for the decision. Such decisions shall be final unless a Defendant invokes the dispute
20 resolution provisions below.

21 B. After notice is received by GPPI as provided in Paragraph A above, the
22 Parties shall engage in informal negotiations regarding the dispute for a period of ten (10)
23 business days, or for a longer period mutually agreed upon by the Parties.

24 C. If the dispute is not resolved pursuant to the informal process described in
25 Paragraph B above, the State shall issue a written decision regarding the matter in
26 dispute. The decision of the State shall be considered final and binding unless GPPI

1 requests, in writing and within five (5) business days of receipt of the State's decision,
2 that the Water Quality Division Deputy Director reconsider the initial decision. The
3 appropriate Water Quality Division Deputy Director shall issue a final written decision
4 after receipt of the request. The written decision of the Water Quality Division Deputy
5 Director is final and binding.

6 D. GPPI waives any right to any judicial review of an administrative decision
7 pursuant to A.R.S. Title 12, any formal administrative appeal pursuant to A.R.S. Title 41
8 or any informal appeal pursuant to A.R.S. § 49-1091 which relates to this Consent
9 Judgment. GPPI retains the right to ask this Court to resolve any dispute GPPI has with
10 the written decision of the Water Quality Division Deputy Director.

11 E. Any disputes not covered by this Section shall be within the exclusive
12 jurisdiction of this Court for resolution.

13 F. GPPI's invocation of this Section shall not itself toll or extend any time
14 periods for performance by GPPI under the provisions of this Consent Judgment.

15 **XI. FORCE MAJEURE**

16 A. GPPI shall perform all the requirements of this Consent Judgment
17 according to the time limits set forth herein, unless its performance is prevented or
18 delayed by events which constitute a Force Majeure. GPPI shall take all reasonable
19 measures to prevent or minimize any delay in performing the requirements of this
20 Consent Judgment.

21 B. If any Force Majeure event occurs that may delay the performance of any
22 work under this Consent Judgment, the Defendant shall notify Water Quality Division
23 Deputy Director at ADEQ within 48 hours. Within ten (10) days of the Force Majeure
24 event GPPI shall provide to appropriate Water Quality Division Deputy Director at
25 ADEQ in the manner provided under Section VII a written explanation and description of
26 the reasons for the delay in performance; the anticipated duration of the delay; all actions

1 taken or to be taken to prevent or minimize the delay; a schedule for implementation of
2 any measures to be taken to prevent or mitigate the delay or the effect of the delay; and
3 the rationale for attributing such delay to a Force Majeure event. Failure to comply with
4 the above requirements shall preclude GPPI from asserting any claim of Force Majeure.
5 GPPI shall be deemed to have knowledge of any Force Majeure circumstance of which
6 its contractors, or any party acting on its behalf had or should have had knowledge.

7 C. If the State agrees that the delay in performance is attributable to a Force
8 Majeure event or is reasonable under the circumstances, the time for performance of the
9 obligations under this Consent Judgment that are affected by the Force Majeure event and
10 the time for performance of any activity dependent on the delayed activity shall be
11 extended for such time as is necessary to complete those obligations. An extension of
12 time for performance of the obligations affected by the Force Majeure event or non-Force
13 Majeure event shall not, of itself, extend the time for performance of any other
14 obligation. If the State does not approve the delay or agree that the delay or anticipated
15 delay has been or will be caused by a Force Majeure event, or is not otherwise
16 reasonable, the State shall notify GPPI in writing of its decision. If the State agrees that
17 the delay is attributable to a Force Majeure event or is reasonable under the
18 circumstances, the State shall notify GPPI in writing of the length of the extension which
19 will be equivalent in time to the reasonable delay, if any, for performance of the
20 obligations affected by the Force Majeure event, or as otherwise approved by the State.
21 The decision of the State pursuant to this paragraph is subject to the dispute resolution
22 procedure in Section X of this Consent Judgment.

23 **XII. MATERIAL BREACH**

24 Any failure by the Defendants to timely pay any amount due under this amended
25 Consent Judgment, or conduct the Work within the timeframes required by Attachments
26 A or B to this amended Consent Judgment and as described in Section V.A. shall

1 constitute a material breach and violation of this amended Consent Judgment. For
2 purposes of this section, any amounts referenced in Sections VI.A and VIII are not due
3 under this amended Consent Judgment. The State, in its sole discretion, shall have the
4 option of either:

5 A. Enforcing this Consent Judgment through the Court, in which case the
6 Defendant shall be liable for interest and additional penalties pursuant to the provisions
7 of A.R.S. § 49-113(B) and the State's reasonable costs and attorney fees incurred in
8 enforcing this Consent Judgment; or

9 B. Declaring the Consent Judgment null and void, and the State may pursue
10 the TAC or refile this action against the Defendants. In this event, the time period since
11 the filing of the TAC shall not be included for purposes of calculating time for any
12 affirmative defense, including estoppel, waiver, laches, or the expiration of any statute of
13 limitations and the State may pursue the TAC or refile this action against the Defendants.
14 In any future actions for the violations contained in the TAC, the Defendants shall
15 receive credit for any civil penalties paid to the State pursuant to this Consent Judgment.

16 **XIII. RELEASE**

17 A. Upon fulfillment of its obligations under Sections V and IX, and the
18 Compliance Schedules attached to this Consent Judgment, the Defendants and all of their
19 past, present, and future directors, officers, shareholders, employees, agents, trustees,
20 attorneys, successors, assigns, parent corporation and related entities are hereby released
21 from any and all civil liability to the State for any and all violations alleged in the TAC
22 and violations unalleged as of the effective date of this Consent Judgment and of which
23 the State has either formal or informal notice and occurred at either the Azurite,
24 Sundance, or Senator mines, including but not limited to the violations identified in the
25 following Notices of Violation ("NOV") case numbers: 224505; 217247; 230022;

1 229721; 217249; 212845; 218356; 229718; 224504; 229693; 221054; 217184; and
2 219925.

3 B. This release does not cover criminal liability under any local, state or
4 federal statute or regulation.

5 C. The Defendants and all of their past, present, and future directors, officers,
6 shareholders, employees, agents, trustees, attorneys, successors, assigns, parent
7 corporation and related entities release the State of Arizona, its agencies, departments,
8 officials, employees or agents from any and all claims or causes of action against arising
9 under or related to the violations alleged in the TAC and violations unalleged as of the
10 effective date of this Consent Judgement of which the State has either formal or informal
11 notice and occurred at either the Azurite, Sundance, or Senator.

12 **XIV. SAVINGS CLAUSE**

13 If any provision of this Consent Judgment or its Attachments is declared by this
14 Court to be invalid or unenforceable, the invalidity shall not affect other provisions of the
15 Consent Judgment or its Attachments which can be given effect without the invalid
16 provisions and to this end the provisions of this Consent Judgment and its Attachments
17 are declared to be severable.

18 **XV. APPLICABLE LAW**

19 The validity, meaning, interpretation, enforcement and effect of this Consent
20 Judgment shall be governed by the law of the State of Arizona.

21 **XVI. RESERVATION OF RIGHTS**

22 A. Entry of this Consent Judgment is solely for the purpose of settling the
23 TAC and other liabilities described in Section XIII, and except as expressly set forth
24 herein, does not preclude the Plaintiff or any other agency or officer of the State of
25 Arizona, or subdivision thereof, from instituting other administrative, civil or criminal
26 proceedings as may be appropriate in the future, initiating a civil or criminal action

1 against GPPI for violations of Title 49, A.R.S., Chapter 2 or the rules promulgated
2 thereunder, or any other violation of Arizona state law, occurring after the Effective Date.

3 B. This Consent Judgment does not encompass issues regarding violations,
4 sources, operations, facilities or processes of GPPI not expressly covered by the terms of
5 this Consent Judgment and are without prejudice to the rights of the State of Arizona
6 arising under any of the environmental statutes and rules of Arizona with regard to such
7 matters. The State reserves the right to take any appropriate legal action against GPPI for
8 violations which are not alleged in the TAC that it does not have notice of or that
9 occurred at sites other than at the Azurite, Sundance, or Senator mines. The State
10 reserves the right to take any and all appropriate action necessary to protect the public
11 health, welfare, or the environment.

12 C. Nothing in this Consent Judgment shall constitute a permit of any kind, or a
13 modification of any permit of any kind, under federal, state or local law. Nothing in this
14 Consent Judgment shall in any way alter, modify or revoke federal, state or local statutes,
15 regulations, rules or requirements. Nor shall this Consent Judgment affect or relieve
16 GPPI in any manner of its obligations to apply for, obtain and comply with applicable
17 federal, state and local permits. Compliance with the terms of this Consent Judgment
18 shall be no defense to an action to enforce any such permits or requirements. The State
19 does not by its consent to the entry of this Consent Judgment, warrant or aver that
20 compliance with this Consent Judgment will constitute or result in compliance with
21 Arizona law. Notwithstanding the State's review and approval of any materials
22 submitted pursuant to this Consent Judgment, GPPI shall remain solely responsible for
23 compliance with any other applicable federal, state or local law or regulation. Any
24 submissions made to the State pursuant to this Consent Judgment shall not be interpreted
25 as a waiver or limitation of the State's authority to enforce any federal, state, or local
26 statute or regulation including permit conditions.

1 D. The State shall have the right to take enforcement action for any and all
2 violations of this Consent Judgment and reserves the right to pursue all legal and
3 equitable remedies.

4 E. This Consent Judgment supersedes any Consent Orders in effect between
5 the State and GPPI, including Consent Order #APP-09-18 dated November 13, 2018.

6 F. The entry of this Consent Judgment shall not serve as a basis for any
7 defenses of claim splitting, estoppels, laches, res judicata, or waiver challenging the
8 State's legal right to bring an action regarding matters not expressly covered by this
9 Consent Judgment.

10 **XVII. RIGHT OF ENTRY**

11 The State, its representatives, contractors, attorneys, consultants and agents, shall
12 have the right to enter the Properties at any location, at all reasonable times, for the
13 purpose of:

14 A. Observing and monitoring the progress and compliance with the provisions
15 of this Consent Judgment.

16 B. Verifying any data or information submitted to the State in accordance with
17 the terms of the Consent Judgment;

18 C. Obtaining samples, and, upon request and best efforts to coordinate with
19 GPPI, splits of any samples taken by the Defendant or its consultants.

20 This right of entry shall be in addition to, and not in limitation of or substitution
21 for, the State's rights under applicable law. The State's Right of Entry in no way affects
22 or reduces any rights of entry or inspection that the State has under any law or regulation.

23 **XVIII. MODIFICATIONS**

24 Any modification of this Consent Judgment must be in writing and approved by
25 the parties and the Court, except that any extensions for the performance of any
26

1 requirement of this Consent Judgment may be requested in writing by GPPI and
2 consented to in writing by the State.

3 **XIX. RETENTION OF JURISDICTION**

4 The Court shall retain jurisdiction over both the subject matter of this Consent
5 Judgment and the Parties to effectuate and enforce this Consent Judgment, or to provide
6 further orders, direction, or relief as may be necessary or appropriate for the construction,
7 modification, or execution of this Consent Judgment.

8 **XX. TERMINATION**

9 The provisions of this Consent Judgment shall be deemed satisfied and shall
10 terminate after all of the following have occurred:

11 A. The Defendants have paid State's costs and attorney fees due under
12 Sections VI.B and IX.C this Consent Judgment; and

13 B. The Defendants have completed all of the actions required by Section V
14 and the Compliance Schedules attached to this Consent Judgment.

15 After satisfaction of this Consent Judgment, upon request by GPPI, the State shall
16 execute and file a satisfaction of judgment with this Court and in any County in which
17 this Judgment was recorded.

18 The Court finds there is no reason for delay and judgment is hereby ordered
19 pursuant to Rule 54(b), Arizona Rules of Civil Procedure.

20
21 SO ORDERED this ____ day of _____, 2026.

22
23 _____
24 Judge Joseph Kreamer
25
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1 **ATTACHMENT A**

2 **COMPLIANCE SCHEDULE: Senator Mine Adit and Waste Pile**

3
4 Defendant Gold Paradise Peak, Inc. (“GPPI”) shall take the following steps to
5 remediate the Senator Mine adit and waste rock piles according to the timeframes below.
6 Other than weekly status updates, all deliverables submitted pursuant to this Compliance
7 Schedule shall be sealed by a State of Arizona-licensed Professional Engineer(s) and/or
8 Registered Geologist, as applicable to the technical subject matter of the Remedial Action
9 project. ADEQ will review and approve and/or provide comments on Defendants’
10 deliverables. Approval shall not be unreasonably withheld. Defendants shall provide a
11 copy of this Compliance Schedule to all contractors and consultants involved with the
12 Remedial Action project.

13 GPPI shall provide weekly status updates including a description of the work
14 completed to date, information about any changes to contractors or construction scope, all
15 delays encountered, required field adjustments, and photo-documentation of earth-
16 moving efforts and other physical work done on-site.

17 ADEQ will provide, through Tetra Tech, the following documents:

- 18 • Electronic files of water quality data collected and electronic copy of lab reports
19 (soil and water)
20 • Electronic/CADD files of Topo Survey of site
21 • Copy of the Approved SWPPP (Stormwater Pollution Prevention Plan) Tetra Tech
22 provided to ADEQ

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1 **Phase 1: Select and Hire a Qualified Engineering Contractor**

2 Within forty-five (45) days of the Effective date of this amended Consent
3 Judgment, Defendants shall submit the qualifications for the proposed “Engineering
4 Contractor.” The Engineering Contractor must be a third-party, State of Arizona-licensed
5 Professional Engineer and/or Registered Geologist firm (the “Engineering Contractor”)
6 with sufficient qualifications and experience to perform all work outlined in this
7 Compliance Schedule. GPPI and Sino Vantage shall not directly contract the construction
8 work. GPPI’s selected Engineering Contractor must be approved by ADEQ for this
9 project.

10 The following information on the proposed Engineering Contractor firm and key
11 team members shall be submitted to ADEQ so that the agency can evaluate experience
12 and qualifications to perform the work described in this Order:

- 13 • Documentation showing the active registration of the firm/branch with the Arizona
14 Board of Technical Registration (“ABTR”).
- 15 • Documentation showing that at least one key personnel of the Engineering
16 Contractor’s project team is an ABTR-licensed Professional Engineer and at least
17 one is an ABTR-Registered Geologist. Applicable disciplines for the Professional
18 Engineers shall be Civil, Geotechnical, and/or Environmental.
- 19 • Resumes of Engineering Contractor key personnel that demonstrate knowledge
20 and experience performing similar work that is required for this project (e.g., site
21 investigation and remediation/reclamation work at mining sites). The lead
22 Professional Engineer or Registered Geologist must individually demonstrate at
23 least 12 years of experience in the field of site investigation and
24 remediation/reclamation work at mining sites.

- 1 • Project descriptions, site names, locations, and time periods for mine site work
2 completed by the Engineering Contractor involving site investigation and/or
3 remediation.
- 4 • Documentation of the names, licensure, and/or certifications of proposed,
5 anticipated primary subconsultants and contractors that will be used for the design
6 phase (Phases 2 through 6) of the project (i.e., surveyor, earthwork/construction
7 contractor(s), driller(s), waste management/environmental contractor(s), Arizona
8 Department of Health Services (ADHS) certified laboratories, etc.).

9
10 Within twenty (20) days of ADEQ's approval of the proposed Engineering
11 Contractor, Defendants shall hire the approved Engineering Contractor and provide
12 evidence to ADEQ in the following monthly status report required by Section VII of the
13 amended Consent Judgment.

14 **Phase 2: Pre-Design Remedial Investigation (RI) Workplan**

15 Within one hundred twenty (120) days of hiring the approved Engineering
16 Contractor, Defendants shall submit a Pre-Design Remedial Investigation Workplan ("RI
17 Workplan") prepared by the Engineering Contractor to ADEQ for approval. The RI
18 Workplan shall describe the process and schedule to develop the following information:

- 19 • Identify all applicable permit requirements, State and Federal regulations, statutes,
20 County and City requirements and local building codes, and engineering
21 standards. This should include identifying all construction permits, licenses,
22 access, and other requirements necessary to complete the remedial action.
- 23 • Assess the stability, efficacy, and safety of current adit plug to determine if it
24 should be replaced or if it can be modified to capture current discharge for
25 remediation.

- Completing an adit evaluation to determine adit geometry for engineering design purposes.
- Evaluating the head/pressure on the existing adit plug (via drilling, piezometer installation, etc.)
- Developing a water balance and a monitoring program including a seasonal evaluation of the adit and associated discharge to support the remedial design.
- Completing investigative drilling to determine the subsurface geology and depth to water in relation to maps of historical underground workings (if available).
- Complete a detailed topographical survey of the site to assist in understanding and engineering the direction and velocity of surface water flow around the waste piles.
- Assess stability of the waste piles to determine their potential to collapse at and near the currently plugged adit area, and how to prevent the erosion of the waste piles and soils into the Hassayampa River.
- Develop an accurate cross section(s) including: the adit, bedrock surface, fracture orientation and thickness of the waste pile to assist in assessment of remedial options for the site.
- Assess the quantity of tailings material present.
- Conduct bench-scale and field pilot test(s) of adit discharge treatment options to support a full-scale remedial design.
- Delineate the extent of waste rock and cadmium, zinc and copper contamination to support the remedial design.
- Conduct site investigation to collect and use new data to support preparing a remedial options alternatives analysis and to assess whether it aligns with the

options provided in the 2025 Tetra Tech Site Assessment and Remedial Options Report.

Phase 3: Complete Remedial Investigation and Preliminary Design Report

Within one hundred ninety (190) days of ADEQ's approval of the RI Workplan, Defendants, through the Engineering Contractor, shall complete the work described in the RI Workplan and submit a Preliminary Design Report that includes at least the following:

- Summarize the data collected from the RI Workplan to develop a conceptual site model.
- Evaluate alternatives in the 2025 Tetra Tech Site Assessment and Remedial Options report:
 - Senator Mine Adit Discharge:
 - Adit Plugging Evaluation
 - Water Treatment Assessment
 - Reactive Barrier Concept
 - Senator Mine Waste Rock Pile
 - Reactive Barrier Concept
 - Condition Assessment
 - Regrading the land surface and stabilizing slopes
 - Covering/capping the Mine Waste Pile
- Identify and evaluate other remedial alternatives not listed in the 2025 Tetra Tech Site Assessment and Remedial Options report, as appropriate.
- Select remedial action alternative(s) for implementation.
- Estimate long-term performance monitoring and operations and maintenance requirements.
- Demonstrate compliance with regulations, statutes, state and local codes, and standards.

- Identify technical factors important to the design and construction including use of currently accepted environmental control measures, constructability of the design, and use of currently acceptable construction practices and techniques.
- Develop preliminary cost estimates of the proposed remedial action. The estimate should be accurate within plus 40 percent and minus 20 percent.

Phase 4: 30% Design Package Report

Within seventy-five (75) days of ADEQ's approval of the Preliminary Design Report, Defendants shall submit to ADEQ a "30% Design" prepared by the Engineering Contractor that expands on the Preliminary Design Report. ADEQ's review comments on the Preliminary Design shall be reflected in the 30% Design. The 30% Design shall include at least the following:

- Initial construction schedule. The schedule for implementation of the Remedial Action shall identify the timing for initiation and completion of all critical path tasks (tasks that directly influence the project's overall completion date).
- 1 path tasks (tasks that directly influence the project's overall completion date).
- Prepare intermediate specifications. Plans and specifications shall conform with accepted engineering practice and specifications shall include preliminary specifications for construction, installation, site preparation, field work standards, an operator training plan, and a table of contents.
- Prepare intermediate drawings. The contractor shall submit an outline or listing of drawings: facility representations containing a process flow diagram depicting the steps of the treatment process (if applicable), grading and drainage plans, adit plug or other remedial solution, and continuation and expansion of any conceptual drawings that may have been submitted with the Preliminary Design Report. Defendants shall also include engineering drawings for grading/paving/capping,

1 storm water, conveyances and controls, foundation, structures, and mechanical
2 elements, and any other remedial action corrective measure or controls.

3 **Phase 5: 60% Design**

4 Within forty-five (45) days of ADEQ's approval of the 30% Design,
5 Defendants shall submit a "60% Design" prepared by the Engineering Contractor. The
6 60% Design shall function as the draft version of the Final Design and shall address
7 ADEQ's comments on the 30% Design by clearly showing any modifications to the
8 design as a result of ADEQ's comments. The 60% Design should also include a revised
9 cost estimate for each work item accurate to within plus 15 percent to minus 5 percent.
10 The cost estimate shall also include the short- and long-term operation and maintenance
11 costs and a basis for unit prices used in the estimate.

12 **Phase 6: 100% (Final) Design Report**

13 Within thirty-five (35) days after ADEQ's approval of the 60% Design,
14 Defendants shall submit a Final Design Report prepared by the Engineering Contractor.
15 The Final Design Report shall include elements of the previous design steps with
16 ADEQ's comments addressed. The Final Design Report shall include at least the
17 following:

- 18 • A complete set of construction drawings and specifications (general specifications,
19 drawings, and schematics) ready for solicitation of construction contractors. The
20 final design plans and specifications must be consistent with the technical
21 requirements of applicable permits, regulations, statutes, state and local codes, and
22 standards. The specifications and drawings must be cross-checked and proofed.
- 23 • Plans for any off-site disposal of waste soils, rock, or tailings in compliance with
24 applicable solid waste regulations.
- 25 • Construction Quality Assurance ("CQA") Plan. At a minimum, the CQA Plan
26 shall provide:

- Responsibility, authority, and personnel qualifications of all organization and key personnel involved in the remedial action construction, including the CQA Officer and supporting inspection personnel.
- Inspection Activities. The CQA Plan shall establish the observations and tests that will be required to monitor the construction and/or installation of the components of the Remedial Action(s). The plan shall include the scope and frequency of each type of inspection to be conducted. Inspections shall also ensure compliance with all health and safety requirements and measures.
- Sampling requirements. The CQA Plan shall establish the requirements for sampling activities, sample size, sample locations, frequency of testing, criteria for acceptance and rejection, and plans for correcting problems as addressed in the project specifications.
- Documentation. The CQA Plan shall describe the reporting requirements for CQA activities.

Phase 7: Select and Hire a Construction Contractor

Within seventy (70) days after ADEQ's approval of the Final Design Report, Defendants shall select and hire a qualified Construction Contractor approved by ADEQ to implement the Remedial Action(s) described by the Final Design Report. The selection process shall include a prequalification meeting and site visit with prospective construction bidders. ADEQ shall be invited to the prequalification meeting and site visit and be provided the opportunity to review and comment on prospective bidder submittals for sufficient qualifications and experience. As part of the approval process, Defendants shall provide information about the prospective bidders' contractor license, record with the Arizona Registrar of Contractors, and resumes for the prospective bidders' construction manager or foreman. Defendants shall not select and hire a Construction

Contractor without ADEQ's approval. Defendants shall identify the engineer of record overseeing the project and sealing or signing engineering design plans if the engineer of record is not the Engineering Contractor.

Phase 8: Construction Schedule

Within thirty (30) days of hiring an approved Construction Contractor, Defendants shall submit to ADEQ a Construction Schedule "Gantt" chart prepared by the Construction Contractor. The Construction Schedule shall at least identify details including percent completion of task(s), critical path dependencies, tasks that can be completed concurrently, timeframes for obtaining any necessary access agreements, and other details such as risks, limitations, schedule performance index, etc.

Phase 9a: Completion of Construction and Final Construction Report (As-builts)

Within one-hundred and eighty (180) days after ADEQ approves the Construction Schedule, Defendant shall, through the Construction Contractor, construct the Remedial Action(s) and submit a Final Construction Report to ADEQ. The Final Construction Report shall contain at least the following information:

- A photographic log documenting the progression of key construction activities.
- Soil compaction, liner installation, and other quality assurance/ quality control ("QA/QC") certifications applicable to the Remedial Action(s).
- As-built drawings.
- Change Order control documentation: the communication between the Engineering Contractor and Construction Contractor that specifies changes in the work scope and any resulting cost proposals and approvals necessary to address unforeseen site conditions and associated project requirements.

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1 **Phase 9b: Long Term Monitoring and Operations and Maintenance Plan**

2 Within sixty (60) days after ADEQ approves the Construction Schedule, Defendants shall
3 submit a long-term monitoring and operations and maintenance plan (the “O&M Plan”)
4 prepared by the Engineering Contractor. The O&M Plan shall include at least the
5 following, if applicable:

- 6 • Scope of work and cost estimates to ensure that the constructed Remedial Action
7 facilities meet performance standards.
- 8 • Establish a schedule for conducting periodic inspections and reporting of the
9 Remedial Action facilities.
- 10 • Measure performance of the Remedial Action facilities.
- 11 • Monitor and inspect waste rock cover for soil/surface stabilization remedy.
- 12 • Test and replace media when exhausted.
- 13 • A Quality Assurance (QA) Manual that describes the sample collection and
14 analyses processes.
- 15 • Establish upstream and downstream compliance points along Hassayampa River.
- 16 • Submission of bi-annual status reports for the duration of the AZPDES permit
17 issued to GPPI for the discharge to the Hassayampa River from the Senator Mine
18 adit.
- 19 • A schedule for annual post-closure reports.

1 **ATTACHMENT B**

2 **COMPLIANCE SCHEDULE: Resolving outstanding violations at Azurite,**
3 **Sundance, and Senator Mines**

4
5 1. Within thirty (30) days of the effective date of this Judgment:

6 a. Azurite Mine:

- 7 i. An effective Notice of Intent (NOI) for coverage under the AZPDES
8 General Permit for Stormwater Discharges Associated with Industrial
9 Activity - Mineral Industry to Protected Surface Waters (Permit No.
10 AZMSG2024-002), also known as the “Mining Stormwater Permit”.
- 11 ii. Photographic documentation that the pieces of plastic liner from the
12 Azurite Mine Tailings Storage Facility (the “TSF”) have been
13 removed from within Slate Creek (Waterbody Identification Number
14 (WBID): AZ15070103-206), as identified in the ADEQ Compliance
15 Inspection Report, dated September 3, 2025 and described in Aquifer
16 Protection Permit No. P-513025.
- 17 iii. Photographic documentation that the depression in the earthen berm
18 located between the TSF and Slate Creek has been corrected. The
19 depression was observed adjacent to the Slate Creek culvert exit
20 during the AZPDES inspection on September 3, 2025.

21 b. Senator Mine:

- 22 i. An effective NOI for coverage under the Mining Stormwater Permit.

23 c. Sundance Mine:

- 24 i. An effective NOI for coverage under the Mining Stormwater Permit.
- 25 ii. Photographic documentation that the trash observed during the onsite
26 inspection on November 13, 2024 has been removed.

1 2. Within forty-five (45) days of the effective date of this Judgment:

2 a. Azurite Mine: GPPI must complete one of the following:

3 i. Identify a qualified third-party, State of Arizona-licensed Professional
4 Engineer and/or Registered Geologist firm (the “Engineering
5 Contractor”) with sufficient qualifications and experience and
6 approved by ADEQ pursuant to Attachment B, section 6, below, in
7 order to either provide documentation pursuant to Attachment B,
8 section 5(b), below, that the orange discharge to Slate Creek has
9 ceased or is caused by off-site conditions or implement steps pursuant
10 to Attachment B, section 5(d), below, to identify the source,
11 characterize the discharge, and implement a remedial option to cease
12 the discharge; or

13
14 ii. Submit an administratively complete AZPDES Individual Permit
15 application for the orange discharge to Slate Creek pursuant to A.R.S.
16 §41-1074(A) and A.A.C. R18-9-B901(B), including but not limited to
17 the AZPDES Application Form 1 and the 2C Addendum for existing
18 manufacturing, commercial, mining, and silvicultural operations.

19 3. Within sixty (60) days of the effective date of this Judgment:

20 a. Azurite Mine:

21 i. Photographic documentation that control measures adjacent to Slate
22 Creek have been repaired or replaced to minimize the discharge of
23 pollutants from the Concrete Process Water Pond, or photographic
24 documentation the pond has been decommissioned either by complete
25 removal or by filling the Pond in-place.

1 ii. Documentation that routine inspections have been conducted and
2 documented as required by Part 4.1 of the Mining Stormwater Permit.
3 Documentation should include a copy of a routine site inspection
4 containing the minimum elements required by Part 4.1.1 of the Mining
5 Stormwater Permit.

6 b. Sundance Mine:

- 7 i. Photographic documentation that control measures at the toe of the
8 slope of the excavated ore stockpile have been repaired and/or
9 replaced. Control measures shall be installed properly as outlined in
10 Part 2.2.1.2.3 of the Mining Stormwater Permit.
- 11 ii. Photographic documentation that control measures on the face of the
12 excavated ore stockpile have been repaired and/ or replaced. Control
13 measures shall be installed properly as outlined in Part 2.2.1.2.3 of the
14 Mining Stormwater Permit.
- 15 iii. Photographic documentation that control measures along the
16 southeastern perimeter have been repaired and or replaced. Control
17 measures shall be installed properly as outlined in Part 2.2.1.2.3 of the
18 Mining Stormwater Permit.
- 19 iv. Documentation that routine inspections have been conducted and
20 documented as required by Part 4.1 of the Mining Stormwater Permit.
21 Documentation should include a copy of a routine site inspection
22 containing all of the minimum elements required by Part 4.1.1 of the
23 Mining Stormwater Permit. If the mine is inactive and unstaffed, GPPI
24 shall inspect the mine in accordance with Part 4.1.2 of the Mining
25 Stormwater Permit.
- 26

1 4. Within ninety (90) days of the effective date of this Judgment:

2 a. Azurite Mine:

3 i. Unless GPPI qualifies for, and acts in accordance with, any
4 applicable exemption, including but not limited to any exemption
5 applicable to inactive and unstaffed mines, GPPI shall provide to
6 ADEQ a copy of a Sampling & Analysis Plan (SAP) that meets the
7 requirements of Part 6.1.5 of the Mining Stormwater Permit, and
8 includes the following:

9 A. Sample Collection, Preservation, Tracking, and Handling
10 Information;

11 B. Calibration and Maintenance of Monitoring Equipment; and,

12 C. Analytical Methods and Laboratories.

13 ii. A copy of a SWPPP that meets the requirements of Part 5.0 of the
14 Mining Stormwater Permit.

15 iii. Unless GPPI qualifies for, and acts in accordance with, any applicable
16 exemption, including but not limited to any exemption applicable to
17 inactive and unstaffed mines, GPPI shall provide to ADEQ an
18 electronic copy of a sign-in sheet documenting that training meeting
19 the requirements outlined in Part 2.2.1.2.8 of the Mining Stormwater
20 Permit has been provided to all relevant facility personnel.

21 b. Sundance Mine:

22 i. Unless GPPI qualifies for, and acts in accordance with, any applicable
23 exemption, including but not limited to any exemption applicable to
24 inactive and unstaffed mines, GPPI shall provide to ADEQ an
25 electronic copy of a SAP that meets the requirements outlined in Part
26 6.1.5 of the Mining Stormwater Permit, and includes the following:

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A. Sample Collection, Preservation, Tracking, and Handling Information;

B. Calibration and Maintenance of Monitoring Equipment; and,

C. Analytical Methods and Laboratories.

- ii. An electronic copy of a SWPPP that meets the requirements outlined in Part 5.0 of the Mining Stormwater Permit.
- iii. Unless GPPI qualifies for, and acts in accordance with, any applicable exemption, including but not limited to any exemption applicable to inactive and unstaffed mines, GPPI shall provide to ADEQ an electronic copy of a sign-in sheet documenting that training meeting the requirements outlined in Part 2.2.1.2.8 of the Mining Stormwater Permit has been provided to all relevant facility personnel.

5. If GPPI chooses to document that the orange discharge into Slate Creek at Azurite Mine has ceased, or is caused by off-site conditions, pursuant to Attachment B, section 2(a)(i), above, GPPI shall do the following:

- a. Within twenty (20) days of ADEQ’s approval of the proposed Engineering Contractor, GPPI shall hire the approved Engineering Contractor and submit a copy of the signed contract between GPPI and the Engineering Contractor.
- b. If GPPI and the Engineering Contractor determine that the discharge to Slate Creek has ceased or is caused by off-site conditions: Within sixty (60) days of hiring the approved Engineering Contractor, GPPI shall provide a report of the methodologies and actions taken to conclude the discharge has ceased or is caused by off-site conditions. At a minimum, the report from the Engineering Contractor should include:

- i. A signed certification statement from the Engineering Contractor confirming the discharge has ceased or is caused by off-site conditions;
- ii. Three (3) documented site visits over a period of thirty (30) days demonstrating no discharge during each site visit, or that any discharge is caused by off-site conditions. The documentation in the report for each site visit should include, but is not limited to:
 - A. Weather conditions at the time of each site visit; and
 - B. Multiple photographs of each site visit. The photographs for each site visit should include:
 1. The top of the waste/tailings pile;
 2. The slope of the waste/tailings pile;
 3. The toe of the slope of the waste/tailings pile;
 4. The location where ADEQ observed the orange discharge from the toe of the slope of the waste/tailings pile during the September 3, 2025 inspection at Azurite Mine (approximately Latitude: 34.408775, Longitude: -112.459821); and,
 5. Slate Creek adjacent to the toe of the slope of the waste/tailings pile.
- iii. The results of analysis, from an Arizona Department of Health Services (ADHS) certified laboratory, of a minimum of one sample collected within Slate Creek near the toe of the slope of the waste/tailings pile (approximately Latitude 34.408775°, Longitude -112.459821°) for Cadmium, Copper, and Zinc. The documentation in the report should include, but is not limited to:
 - A. The chain of custody (COC) for each sample collected;

- 1 B. The date, time, and location (coordinates) of sample
2 collection;
- 3 C. The sampling method(s) used;
- 4 D. The analytical method(s) used by the laboratory; and,
- 5 E. The analytical results for Cadmium, Copper, and Zinc,
6 including method detection limit(s).
- 7 c. If, as a result of any future inspection, ADEQ determines that the discharge
8 has either begun again or is not originating from any off-site conditions,
9 GPPI shall within sixty (60) days either provide a revised certification
10 statement signed by the Engineering Contractor addressing ADEQ's
11 observations or begin the process described in Attachment B, section 5(d).
- 12 d. If GPPI and the Engineering Contractor determine that any non-stormwater
13 discharge to Slate Creek has not ceased: GPPI shall, through the
14 Engineering Contractor, identify the source of the orange discharge to Slate
15 Creek observed at Azurite Mine, characterize the discharge, and
16 subsequently implement a remedial option to cease the discharge according
17 to the timeframes below.
- 18 i. Within sixty (60) days of hiring the approved Engineering
19 Contractor, GPPI shall, through the Engineering Contractor, develop
20 a corrective action plan to stop the discharge.
- 21 ii. Within ninety (90) days after developing the corrective action plan,
22 GPPI shall, through the Engineering Contractor, complete the work
23 described in the corrective action plan and submit a preliminary
24 action report that, at a minimum, includes the following:
- 25 A. A determination of root cause(s) of the discharge;
- 26 B. Potential corrective action(s) to stop the discharge;
- C. The selected corrective action(s) for implementation;

- 1 iii. Within ninety (90) days after submitting the preliminary action
2 report, GPPI shall, through the Engineering Contractor, finalize
3 implementation of the corrective action(s) selected in the
4 preliminary action report and submit a final report to ADEQ. The
5 final report shall include a photo log documenting the progression of
6 the implementation of the selected corrective action

7 6. Contractor approval

- 8 a. If the Engineering Contractor for the work described in Attachment B,
9 section 5 is the same as the approved Engineering Contract used for the
10 work in Attachment A, then no further ADEQ approval is necessary.
- 11 b. If the Engineering Contractor for Azurite Mine is different than the
12 Engineering Contractor chosen for Senator Mine pursuant to Attachment A,
13 GPPI must obtain ADEQ's approval and shall provide the following
14 information to ADEQ:
- 15 i. Documentation showing the active registration of the firm/branch
16 with the Arizona Board of Technical Registration ("ABTR").
- 17 ii. Documentation showing that at least one key personnel of the
18 Engineering Contractor's project team is an ABTR-licensed
19 Professional Engineer and at least one is an ABTR-Registered
20 Geologist. Applicable disciplines for the Professional Engineers
21 shall be Civil, Geotechnical, and/or Environmental.
- 22 iii. Resumes of Engineering Contractor key personnel that demonstrate
23 knowledge and experience performing similar work that is required
24 for this project (e.g., site investigation and remediation/reclamation
25 work at mining sites). The lead Professional Engineer or Registered
26 Geologist must individually demonstrate at least twelve (12) years of

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- experience in the field of site investigation and
remediation/reclamation work at mining sites.
- iv. Project descriptions, site names, locations, and time periods for mine site work completed by the Engineering Contractor involving site investigation and/or remediation.
 - v. Documentation of the names, licensure, and/or certifications of anticipated primary subconsultants and contractors that will be used for the project (i.e., surveyor, earthwork/construction contractor(s), driller(s), waste management/environmental contractor(s), etc.).

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ATTACHMENT C: PRELIMINARY INJUNCTION

eSignature Page 1 of 1

Filing ID: 22530714 Case Number: CV2019-005385
Original Filing ID: 22378103

Granted with Modifications



/S/ Joseph Kreamer Date: 8/1/2026
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2019-005385

SIGNATURE DATE: 8/1/2026

E-FILING ID #: 22530714

FILED DATE: 8/4/2026 8:00:00 AM

JAMES OLSON II

MATTHEW JOY