

JUN 17 2010

BEFORE THE ENVIRONMENTAL QUALITY COUNCIL STATE OF WYOMING

IN THE MATTER OF PATHFINDER)
MINES CORPORATION'S REQUEST) EQC Docket Nos.:
FOR HEARING TO CONTEST A FINAL) 2485-93 and
DETERMINATION BY THE) 00-5402
DEPARTMENT OF ENVIRONMENTAL)
QUALITY)

FILED

JUN 18 2010

Jim Ruby, Executive Secretary Environmental Quality Council

AMENDMENT #3 TO SETTLEMENT AGREEMENT

This Amendment #3 amends the original Settlement Agreement dated April 7, 1994 (including the 6 page "Attachment 1" dated 3-14-94) by and between Pathfinder Mines Corporation (Pathfinder) and the Wyoming Department of Environmental Quality (DEQ), as previously amended by Amendment #1 dated May 12, 1997 (including amended Attachment 1 pages 1 & 2 dated 3-26-97) and Amendment #2 dated August 17, 2000, in Docket Nos. 2485-93 and 00-5402 before the Wyoming Environmental Quality Council (EQC).

A. Paragraph 3, subparagraph 3.1 is amended to read in its entirety as follows:

3.1 Subject to the terms and conditions of this Settlement Agreement, dated April 7, 1994, as amended by Amendment #1 dated May 12, 1997, and Amendment #2 dated August 17, 2000, and any terms and conditions imposed by the U.S. Nuclear Regulatory Commission ("NRC"), Pathfinder may receive and dispose of at its Shirley Basin tailings facility ("Facility"), byproduct material generated at one or more of the following uranium in-situ leach operations ("ISL Byproduct Material"):

There no longer are any "Group I Operations";

There no longer are any "Group II Operations";

Highland, Gas Hills, Ruby Ranch, Crow Butte, Irigaray, Christensen Ranch, Holiday/El Mesquite, O'Hern, West Cole, North Butte, Ruth, Smith Ranch, and the Hobson (Texas) Project (which operations are hereinafter collectively referred to as "Group III Operations").



B. Paragraph 3, subparagraph 3.3 is amended to read in its entirety as follows:

3.3 The total amount of ISL Byproduct Material which Pathfinder may receive and dispose of at the Facility after March 19, 1993 from Group I Operations shall not exceed 10,410 cubic yards. The total amount of ISL Byproduct Material which Pathfinder may receive and dispose of at the Facility after March 19, 1993 from Group II Operations shall not exceed 16,753 cubic yards. The total amount of ISL Byproduct Material which Pathfinder may receive and dispose of at the Facility after March 19, 1993 from Group III Operations shall not exceed 21,487 cubic yards.

Prior to the date of this Amendment #3, Pathfinder had already received and disposed of at the Facility 10,410 cubic yards of ISL Byproduct Material from Group I Operations and 16,753 cubic yards of ISL Byproduct Material from Group II Operations. For purposes of this Settlement Agreement, as amended, there no longer are any uranium in-situ leach operations referred to as Group I or Group II Operations. The only uranium in-situ leach operations from which Pathfinder may continue to receive and dispose of ISL Byproduct Material at the Facility, subject to the limitations under this Settlement Agreement, are Group III Operations specified in amended subparagraph 3.1 above.

C. Paragraph 4, subparagraph 4.2 is amended to read in its entirety as follows:

4. Testing and Reporting.

4.2 ISL Byproduct Material from Group III Operations which Pathfinder desires to dispose of at the Facility shall be subject to the testing and reporting requirements for ISL Byproduct Material from Group III Operations as set forth in said Attachment 1 as amended on pages 1 & 2 (dated 3-26-97), which are unchanged by this Amendment. "Process knowledge" shall not be an alternative for required characterization, evaluation, analysis or testing of ISL Byproduct Material from any Group III Operations, *including* those which formerly were Group I Operations.

Except as specifically set forth in this Amendment #3, the original Settlement Agreement (dated April 7, 1994), as amended (by Amendment #1 dated May 12, 1997,

and Amendment #2 dated August 17, 2000), including original pages 3-6 (dated 3-14-94) and amended pages 1 & 2 (dated 3-26-97) of Attachment 1, remains unchanged and in full force and effect.

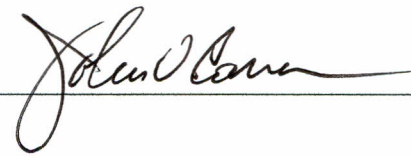
The signatories certify that they are authorized to bind their respective parties to this Amendment #3.

DATED this 17 day of June, 2010.

FOR PATHFINDER MINES CORP.:

FOR THE WYOMING DEPARTMENT
OF ENVIRONMENTAL QUALITY:







POWER OF ATTORNEY

SOLID AND HAZARDOUS
WASTE DIVISION

JUN 17 2010

KNOW ALL MEN BY THESE PRESENTS THAT:

PATHFINDER MINES CORPORATION, a Delaware corporation, does hereby make, constitute and appoint

BERNARD BONIFAS

its true and lawful attorney-in-fact, for and in the name and on behalf of this corporation to make, execute, deliver and record any deeds, leases, contracts and other documents which may be required for the perpetuation, maintenance, disposal, transfer, assignment or termination of any interest of the undersigned corporation in and to any water rights, permits, licenses, mining claims, leases or other interests in real or personal properties;

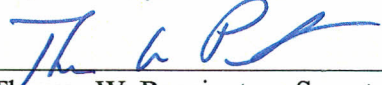
HEREBY FURTHER GIVING AND GRANTING unto said attorney-in-fact full power and authority to do and perform all acts and things requisite, necessary and proper to accomplish the foregoing, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue of these presents.

This Power of Attorney may be revoked but shall remain in full force and effect as to all persons dealing in reliance hereon until written notice be given of the revocation of this Power of Attorney.

IN WITNESS WHEREOF, PATHFINDER MINES CORPORATION, has cause this Power of Attorney to be executed in its corporate name, and its corporate seal to be affixed hereto, by its corporate officers thereunto duly authorized all as of February 20, 2007.

PATHFINDER MINES CORPORATION

By 
Guy Lauret, President

By 
Thomas W. Pennington, Secretary

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