Form MF-103
Revised Oct. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR

Budget Bureau No. 42-R1035.3
Approval expires June 30, 1958

DEFENSE MINERALS EXPLORATION ADMINISTRATION

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

NAME OF APPLICANT (Full legal name and mailing address as it should appear on contract if one is executed)

Roland F. Beers, Inc.
P.O. Box 1019
Troy, New York

RECEIVED
MAY 15
DMEA

APPLICANT NOT TO USE THIS BLOCK

Docket Number

Date Received

Government Participation %

Region

Division Code

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [X]
- Partnership [ ]
- Other (Specify) [ ]

State in which firm is organized New York

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
See Attachment "A"		

Mineral(s) for which you wish to explore
Nickel-cobalt-base metal sulfides

Estimated Cost of Project
$ 128,941.00

LOCATION OF PROPERTY

Name	County	State
Hope-Lincolnville Prospect		
Waldo County &	Knox County	Maine

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order-I, Revised, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals,* of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

May 12, 1958
Dated

Roland F. Beers
BY *(Signature)*

President
Title

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:* Attachment B

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:* Attachment C

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the lands, including existing mine workings. Describe all production facilities.

(b) State your interest, if any, in operations stated in 2*(a)*.

(c) State, as far as you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves on the property giving quantities and grades and sampling methods used, supporting your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you may have, indicating on each whether you require its return to you.

3. *Accessibility of Project:* Attachment D

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:* Attachment E

(a) Describe fully the proposed exploration project giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and longitudinal and cross sections as necessary. Show the location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *property boundaries* or to the closest identifiable corner.

(b) If an access road to the project must be built, show the location on the property map and state the length, type, and construction methods proposed.

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:* Attachment F

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:* Attachment G

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

(a) Independent contracts. State the cost of any proposed independent contract for the performance of all or any part of the work, expressed in units of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. *(Note* – If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

(c) Operating materials and supplies. List items of material and supplies with their cost. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of necessary *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant, which will be used on the exploration project.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration project stating specifications and cost including labor, materials and supervision.

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

Note – No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. *(a)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Revised.

Attachment H

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC., WASH., D.C. 25960

Attachment A

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DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

ATTACHMENT A

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

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DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

Corporation, State of New York

Roland F. Beers, President and Treasurer
465 Pinewoods Avenue, Troy, New York

Helen C. Beers, Vice President
465 Pinewoods Avenue, Troy, New York

Frank A. McNamee, Jr., Secretary
75 State Street, Albany, New York

Roland F. Beers, Inc., is the manager of operations for a group known as The American Syndicate. The names and addresses of the Syndicate members follow:

Basic Incorporated, 845 Hanna Building, Cleveland, Ohio
Victor Bator, 30 East 72nd Street, New York, New York
Roland F. Beers, 465 Pinewoods Avenue, Troy, New York
Roland F. Beers, Inc., 447 Pinewoods Avenue, Troy, New York
Eugene F. Connally, 471 Second Avenue, Troy, New York
Erwin N. Darrin, P. O. Box 2465, Spartanburg, South Carolina
James R. Dunn, View Drive, R. D. 2, Averill Park, New York
C. Emory Lochner, 75 State Street, Albany, New York
Shepard W. Lowman, P. O. Box 876, Troy, New York
W. W. MacGregor, 40A Schuyler Height Apartments, Menands, Albany 4, New York
Baldwin Maull, P. O. Box 2006, Buffalo, New York
Salomon Bros. & Hutzler, c/o John Stevenson, 60 Wall Street, New York, New York
John M. Schiff, 30 Wall Street, New York, New York
South Texas Development Company, 100 State Street, Albany, New York
Wytex Oil Corporation, 100 State Street, Albany 7, New York

Attachment B

ATTACHMENT B

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

1. Applicants Property Rights.

(a) The exploration area, as recommended in this application, consists of approximately 72 square miles. The south-western terminus, Route #17 near East Union, nearly adjoins property currently under consideration for DMEA participation (see DMEA Docket 4797, Crawford Pond Prospect). Leasing by the Corporation has necessarily been restricted to a reasonable distance from Crawford Pond. To date, leasing has been extended to the area of Mansfield Pond, Hope Twp., Knox County.

For purposes of this exploration program, it is recommended that future leasing be confined to anomaly areas discovered through exploration. Experience in the area, during the past six months, shows that in general land can be leased without undue difficulty.

The Corporation is including, as a part of this application, those leases in effect at this date, listed below, and will include all leases taken in the program area in the future.

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DATE	INITIALS	CODE

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

List of Leases follow:

Lease 9.0-1-3; 10/31/57
Arthur and Margaret Anderson
East Union, Maine
40 Acres; Union Township

Lease 9.0-1-4; 10/31/57
James P. and Muriel E. Moody, and J. Blanche Moody
Union, Maine
75 Acres; Union Township

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Lease 9.0-1-5; 11/2/57
Philip G. and Thelma W. Lonn
Union, Maine
75 Acres; Union Township

Lease 9.0-1-6; 11/1/57
James L. and H. Amelia Duncan
Union, Maine
32 Acres; Hope Township

Lease 9.0-1-8; 11/20/57
Harry A. and Kathryn V. Perpall
East Union, Maine
100 Acres; Union Township

Lease 9.0-1-11; 12/19/57
Earl R. Norwood, Sr. and Lura B. Norwood
Union, Maine
100 Acres; Hope Township

Lease 9.0-1-12; 12/17/57
C. R. and Pearl M. Goderre
East Union, Maine
23 Acres; Hope Township

Lease 9.0-1-13; 12/20/57
Benjamin H. and Avis P. Nichols
Union, Maine
14 Acres; Hope Township

Lease 9.0-1-14; 12/20/57
Arlene F. and Norman E. Brown
East Union, Maine
50 Acres; Union Township

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

Lease 9.0-1-15; 12/16/57
Basil A. and Olive M. Brown
East Union, Maine
28 Acres; Union and Hope Townships

Lease 9.0-1-16; 12/18/57
Woodrow W. and Anna M. Gould
East Union, Maine
15 Acres ; Union Township

Lease 9.0-1-17; 12/18/57
Leonard P. and Catherine C. Guyette
East Union, Maine
8 Acres ; Hope Township

Lease 9.0-1-18; 12/20/57
Norman E. and Arlene F. Brown
East Union, Maine
20 Acres ; Hope Township

9.0-1-19; 12/12/57
C. R. and P. M. Goderre
East Union, Maine
55 Acres ; Union Township

Lease 9.0-1-21; 12/13/57
George E. and Jennie M. Jacobs; and Thelma L. and
Donald K. Farris
Union, Maine
125 Acres Hope Township

Lease 9.0-1-23; 1/6/58
Earl R. Norwood, Sr. and Lura B. Norwood
Union, Maine
60 Acres ; Hope Township

Lease 9.0-1-27; 1/6/58
Earl R. Norwood, Sr. and Lura B. Norwood
Union, Maine
10 Acres ; Hope Township

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

Lease 9.0-1-38; 5/5/58
Frank H. and Olive E. Grassow
Union, Maine
196 Acres; Hope Township

Lease 9.0-1-39; 5/5/58
Roy K. Hobbs
Hope, Maine
60 Acres; Hope Township

Lease 9.0-1-40; 5/6/58
Marion W. Hart
Union, Maine
90 Acres; Hope Township

Lease 9.0-1-41; 5/6/58
Earl R. and Lura B. Norwood
Union, Maine
29 Acres; Hope Township

Lease 9.0-1-47; 5/10/58
Grevis F. Payson
Union, Maine
100 Acres; Hope Township

ROLAND F. BEERS, INC.
P.O. Box 1019
Troy, New York

Copies of the foregoing leases are a part of this application.

In addition to the private lands currently under lease to the Corporation, the Corporation has also staked fifty-seven claims on public lands in the area. The public lands consist of State-owned mineral rights under the "great ponds" of Lermond, Mansfield, and Alford. Each claim is a maximum of twenty-one acres. Maps showing precise claim location and staking data are attached. The claims are in good standing, having been duly accepted and recorded by the Maine Mining Bureau, State Office Bldg., Augusta, Maine.

(b) Hope-Lincolnville Prospect Area.

(c) Lessee, see attached lease copies.

(d) None known.

9.0-1-3

N Robert Kearby

E Robert Kearby

S Elmer Hart - Lloyd Brown

W Purpal

OFFICIAL FILE COPY
DMEA
RECEIVED 15 1958
DATE

6 copies

Patent 6.75

MINING LEASE

FROM

Arthur Andrews et. ux

East Union, Maine

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease October 31, 1957.

Number of Acres 40

County of Knox

State of Maine

Expiration of Definite Term

RECORDER'S DATA

Received for Record November 14, 1957

Recorded 10h 32m A.M.

Recorded Knox County

In Book 364 Page 18

Helen H. Carlson
Register of Deeds

of Knox County Maine

COMPARED

Agreement

Made and entered into this 31st day of October A. D. 1957 by and between Arthur Anderson and Margaret Anderson husband and wife of East Haven, Maine County of Knox and State of Maine of the first part, hereinafter referred to as Lessor, and Roland F. Doors, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in Knox County and State of Maine, being all of their right, title and interest in and to the premises conveyed by Hilmar Anderson to said Arthur Anderson by a deed dated Feb. 1952 and recorded ----------, in Liber No. ---------- of Deeds at Page ----------, containing approximately 40 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of [redacted] damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for mining, beneficiating, stack piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning October 31, 1954, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at East Union Box 54 Munro or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

This memorandum of lease and agreement dated the 31st day of October, 1954 between the Edwards Estate, by the Blueberry Exploration Company, Lessee

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Knox County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: Arthur Anderson, East Union 2254 Mt.

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allen R. Peale

Allen R. Peale

LESSOR

Arthur Anderson

Margaret Anderson (seal)

(seal)

Shirley H. Chichester

LESSEE
ROLAND F. BEERS, INC.

By W. W. MacGregor (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, RICHARD F. EDES a Notary Public in and for the State and County aforesaid, do hereby certify that Arthur Anderson and his wife Margaret Anderson personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and seal this 31 day of October, 1957.

Richard F. Edes
Notary Public
My Commission Expires:
My Commission Expires June 9, 1961

STATE OF NEW YORK
County of Rensselaer } ss.

On this 6 day in the year Nineteen Hundred Fifty-Eight before me personally came W. W. MacGregor to me known, who, being by me duly sworn, did depose and say that he resides in the City of Maywood, New Jersey, and that he is President of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hunziker
Notary Public in the State of New York
My Commission Expires:
MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 31, 1958.

N Norman Brown

E George Jacobs - Willard Willman & James Borman

S Town Road

W Phillip Lown

OFFICIAL FILE COPY
D M E A
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

Parcel 6 75

MINING LEASE

FROM

James P. Moody & J. Blanche Moody

Union, Maine R.D. #2

TO

ROLAND F. BEERS, INC.

TROY, NEW YORK

Date of Lease October 31, 1957

Number of Acres 75

County of Knox

State of Maine

Expiration of Definite Term

RECORDER'S DATA

Received for Record November 14, 1957

Recorded 10h 33m A.M. -----, 19--

Recorded Knox County -----, 19--

In Book 364 Page 24

Thelma V. Fellows Recorder Register

of Knox County, Maine

COMPARED

Agreement

Made and entered into this 31st day of October A. D., 1957, by and between James P. Moody and Muriel E. Moody his wife and J. Blanche Moody a widow of Union County of Knox and State of Maine of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in Knox County and State of Maine, being all of their right, title and interest in and to the premises conveyed by _____ to said _____ by a deed dated _____ and recorded _____, in Liber No. _____ of Deeds at Page _____. containing approximately 75 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment [illegible] the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning October 31, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at Uniontown R.D. 2 - Mamers or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Lessee County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Lessee County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: James P. Moody, Unum, R.D. #2 Maine

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allen R. Cook
Allen R. Cook
Allen R. Cook

LESSOR

James P. Moody
Muriel E. Moody
Blanche Moody

LESSEE
ROLAND F. BEERS INC.

STATE OF Maine
COUNTY OF Knox } ss:

On the 1st day of November in the year 1957, before me personally came James P. Moody and Muriel E. Moody, his wife and Blanche Moody, a widow

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they

severally duly acknowledged to me that they

Richard F. Eaber

My Commission Expires June 9, 1961

MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

9-0-1-5 and

N Norman Brown

E James P. Moody to James Brown

S Harry Chapell to Olin Godsoe

W Olin Godsoe

OFF	
RECORD	
DATE	

PA Paid 1.75

MINING LEASE

FROM

Philip G. Lunn et ux

Union, R.D. #2 Maine

TO

ROLAND F. BEERS, INC.

TROY, NEW YORK

Date of Lease November 2, 1957.

Number of Acres 75

County of Knox

State of Maine

Expiration of Definite Term

RECORDER'S DATA

Received for Record November 14, 1957

Recorded 10h 34m A.M., ---M---

Recorded Knox County ----M---

In Book 364 Page 30

Helen F. Carter Register of Deeds

of Knox County, Maine

ATTEST

Agreement

Made and entered into this 2nd day of November A. D., 1957 by and between Philip H. Lowe and Thelma W. Lowe his wife of Union Rd. #2 County of Knox and State of Maine of the first part, hereinafter referred to as Lessor, and Roland F. Loom, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in Knox County and State of Maine, being all of their right, title and interest in and to the premises conveyed by Burleigh Cooney et ux to said Philip H. Lowe et ux by a deed dated January 1948 and recorded _____, in Liber No. _____ of Deeds at Page _____. containing approximately 75 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning November 2nd, 1957 (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at Uncom, R.D. #2, Maine or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Knox County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: Philip G. Lowe Union, R.D. #2 Maine

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allen R. Poole
Allen R. Poole

LESSOR

Philip G. Lowe
Thelma W. Lowe
(seal)
(seal)

Shirley H. Clickner

LESSEE
ROLAND F. BEERS, INC.
By W. W. Mac Gregor (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox
ss.

I, Richard F. Eder a Notary Public in and for the State and County aforesaid, do hereby certify that Philip G. Lowe and his wife Thelma W. Lowe personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 4 day of November, 1957.

Richard F. Eder
Notary Public
My Commission Expires:
My Commission Expires June 9, 1961

STATE OF NEW YORK
County of Rensselaer
ss.

On this 6th day of November in the year Nineteen Hundred Fifty-seven before me personally came W. W. Mac Gregor to me known, who, being by me duly sworn, did depose and say that he resides in the City of Albany, New York, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hunzeker
Notary Public in the State of New York
My Commission Expires:
MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

9.0-1-6

N Willard Willman & Public Road

E Public Road

S Colonel Lodrast & Philip Lown

W Harry Purpel - Philip Lown - James Manly & Willard Willman

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

James L. Brown
East Union, Maine

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease Nov 1, 1957

Number of Acres 32

County of Knox

State of Maine

Expiration of Definite Term

RECORDER'S DATA

Received for Record November 14, 1957

Recorded 10h 35m A.M., ---, 19--

Recorded Knox County ---, 19--

In Book 364 Page 36

Helene H. Cottrell
Register

of Knox County, Maine

COMPARED

Agreement

Made and entered into this 1st day of November A. D., 1957 by and between James L. Dorman and M. Amelia Dorman husband

of East Union County of Knox

and State of Maine of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in Knox County and State of Maine, being all of their right, title and interest in and to the premises conveyed by Edna Kierly & Parkin Overton to said James L. Dorman by a deed dated 1946 & 1949 and recorded in Liber No. of Deeds at Page . Two Tracts containing approximately 32 acres, more or less. Tract of Rope However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning November 4, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with present practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at East Tonopah Nevada or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Knox County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the _____ County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: East Union, Maine

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Poole
Allan R. Poole

LESSOR

James L. Gorman (seal)
H. Amelia Gorman (seal)

(seal)

(seal)

Shirley H. Clickner

LESSEE
ROLAND F. BEERS, INC.
By W. W. MacDougall (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, Richard F. Eder Notary Public in and for the State and County aforesaid, do hereby certify that James L. Gorman and his wife H. Amelia Gorman personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 1 day of November, 19 57.

Richard F. Eder
Notary Public
My Commission Expires:
My Commission Expires June 9, 1961

STATE OF NEW YORK
County of Rensselaer } ss.

On this 6 day of November in the year Nineteen Hundred Fifty-Seven before me personally came W. W. MacDougall to me known, who, being by me duly sworn, did depose and say that he resides in the City of Menands, New York, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hunziker
Notary Public in the State of New York
My Commission Expires:
MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

7-0-1-8

Roberta
Pa Hall Mr. Young
700

MINING LEASE

FROM

Harry Perpall

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	COPY

Date of Lease November 20, 1957

Number of Acres 100

County of Knox

State of Maine

Expiration of Definite Term

RECORDER'S DATA

Received for Record November 27, 19 57

Recorded 11h 55m A.M., 19

Recorded Knox County, 19

In Book 362 Page 387

Helena H. Cattant, Recorder
Register

of Knox County, Maine

COMPARED

Agreement

Made and entered into this 20th day of November A. D., 1957 by and between Larry A. and Kathryn V. Farrell

of the Town of Fort Edward County of Washington and State of New York of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in Town County and State of Kaloo, being all of their right, title and interest in and to the premises conveyed by Albert O. Gott to said Larry A. and Kathryn V. Farrell by a deed dated August 1, 1951 and recorded August 12, 1951, in Liber No. 111 of Deeds at Page 447, containing approximately 10 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilties for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning -----November 20, 1957---- 19-----, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at P.O. Box 30, ----------
Mt. Baldy, Sac. County, Calif. ---- or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

If no evidence of the occurrence of minerals are is established within two (2) years from the date of this agreement, then lessee will surrended this lease as provided in paragraph 13 hereof, but otherwise lease shall remain in force for the full term as provided in paragraph 4 hereof.

RB

N.P.

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Clerk County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Clerk County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: P.O.B ox 38, East Union, Knox County, Maine.

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Raymond B. Hill

Raymond B. Hill

LESSOR

Henry A. Perpall (seal)

Kathryn V. Perpall (seal)

(seal)

(seal)

Joan M. Turner

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Chisholm (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, Christopher S. Roberts a Notary Public in and for the State and County aforesaid, do hereby certify that Henry A. Perpall and his wife Kathryn V. Perpall personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 26th day of March 1952.

Christopher S. Roberts
Notary Public
My Commission Expires:
January 3, 1959

STATE OF NEW YORK
County of Rensselaer } ss.

On this 2nd day of November in the year Nineteen Hundred Fifty-seven before me personally came Shirley H. Chisholm to me known, who, being by me duly sworn, did depose and say that he resides in the City of Troy, New York, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Shuinglen
Notary Public in the State of New York
Rensselaer Co. Cert. filed
My Commission Expires:
March 30, 1958

9.0-1-11

N TOWN ROAD - SODERHOLM

E SODERHOLM - TOWN ROAD

S GREVAS PAYSON

W NORWOOD - ALFORD LAKE

THE ABOVE DESCRIBED TRACT AS DESCRIBED IN BOOK 114 PAGE 42

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

EARL R. NORWOOD SR. ET. UX

UNION R.D. #2 MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-19-1957

Number of Acres 100

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 19TH. day of DECEMBER A. D., 1957 by and between EARL R. NORWOOD, SR. AND LURA B. NORWOOD HIS WIFE

of UNION, RD #2 MAINE County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Doore, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by STEPHEN F. NORWOOD to said EARL R. NORWOOD & LURA B. NORWOOD by a deed dated MAY 22, 1951 and recorded MAY 24, 1951 in Liber No. 247 of Deeds at Page 298 containing approximately 100 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

THAT IS THE SAME PREMISES CONVEYED BY RAYMOND KEATING ET. AL

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning DECEMBER 19, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at UNION R.D. #2 MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on construction or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the ____KNOX_____ County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the _____ County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: UNION R.D.#2 MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Pool

Allan R. Pool

Joan M. Turner

LESSOR

Earl R. Norwood (seal)

Lura B. Norwood (seal)

LESSEE
ROLAND F. BEERS, INC.

By Shirley A. Chichia (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Lowell Notary Public in and for the State and County aforesaid, do hereby certify that Earl R. Norwood Sr. and his wife Lura B. Norwood personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 27 day of December, 1957.

Henry A. Lowell

My Commission Expires:

July 1, 1959

STATE OF NEW YORK
County of Rensselaer } ss.

On this 27th day of [illegible] before me personally came SHIRLEY E. CHICHIA to me known, who, being by me duly sworn, did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Runziker
Notary Public in the State of New York

My Commission Expires:

MARION L. RUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958.

Form 1 - 11/57

9.0-1-12

1ST. TRACT

N JAMES DORNAN

E TOWN ROAD

S BASIL BROWN

W PURPALL

2ND. TRACT

H. BURNEN ROAD

LERMOND POND

ELMER HART

ELMER HART

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

C.R. GODERRE ET.UX.

EAST. UNION, MAINE

TO

ROLAND F. BEERS, INC.

TROY, NEW YORK

Date of Lease 12-17-1957

Number of Acres 23

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 17TH day of DECEMBER A. D. 1957 by and between C.R. GODERRE AND PEARL M. GODERRE HIS WIFE

of EAST UNION County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Doan, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TWO TRACTS TOWN OF HOPE KNOX County and State of MAINE THREE being all of their right, title and interest in and to the premises conveyed by LLOYD L. BROWN ET. AL. OLIVE KEARLY to said CLED R. GODERRE & PEARL GODERRE by a deed dated 2-4-1956 and recorded 9-28-56, in Liber No. 358- 321 of Deeds at Page 273-492 containing approximately 23 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

WORKERS EQUIPMENT AND MATERIALS WILL NOT BE REMOVED ON PREMISES OF 2ND TRACT OF TRACTS BY LESSOR DURING MONTHS OF JUNE, JULY AND AUGUST UNLESS SPECIFICALLY AGREED TO

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, rock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning DECEMBER 17 1951. (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with prudent practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at EAST UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

able within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, conditions of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the ____CLERK____ County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the _____ County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice to given.

LESSOR'S ADDRESS: EAST UNION, MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allen P. Cole

Allen P. Cole

LESSOR

Alec Roger Bedard (seal)

Pearl M. Bedard (seal)

(seal)

(seal)

Jean M. Kennia

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Kennedy a Notary Public in and for the State and County aforesaid, do hereby certify that Alec Roger Bedard and his wife Pearl M. Bedard personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 17 day of December, 1962.

Henry A. Kennedy

STATE OF NEW YORK
County of RENSSELAER } ss.

On this 27th day in the year Nineteen Hundred and FIFTY SEVEN before me personally came SHIRLEY H. CLICKNER to me known, who, being by me duly sworn, did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hinziker
Notary Public in the State of New York

My Commission Expires:

MARION L. HINZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 14, 1959.

(3)

4.0-14.13

FIRST ALT
59

2ND. TRACT
98

N	HACKLEY BURNHAM ROAD	CLIFFORD WELLMAN
E	ERNEST BROWN	CLEO GODERRE
S	SAM GUYETTE	HACKLEY BURNHAM ROAD
W	SAM GUYETTE	PUBLIC ROAD LEADING FROM UNION TOWN LINE TO BUZZELL HILL

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

BENJAMIN H. NICHOLS ET.UX

UNION R.D. #2 MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-20-1957.

Number of Acres 14A.

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 20th day of DECEMBER A. D., 1957 by and between BENJAMIN H NICHOLS AND AVIS P. NICHOLS HIS WIFE

of UNION R.D. #2 County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Boone, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by INHABITANTS OF HOPE to said BENJAMIN H. NICHOLS by a deed dated 2-2-1942 and recorded 2-2-1942, in Liber No. 265 of Deeds at Page 403, containing approximately 14 ACRES acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning 12-20-, 19[illegible], (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and minor-like manner and in conformity with prudent practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided. If Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at UNION, R.D. #2 MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the KNOX County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: UNION, R.D. #2 MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Poole
Allan R. Poole

LESSOR

Benjamin H. Nichols (seal)
Iris R. Nichols (seal)

Joan M. Kurina

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Benjamin H. Nichols and his wife Iris R. Nichols personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 2d day of December, 1957.

Henry A. Leonard
Notary Public
My Commission Expires:
July 1961

STATE OF NEW YORK
County of RENSSELAER } ss.

On this 27th day of December in the year Nineteen Hundred FIFTY SEVEN before me personally came SHIRLEY H. CLICKNER to me known, who, being by me duly sworn, did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion T. Shumber
Notary Public in the State of New York
My Commission Expires:

Commission Expires March 30, 1958

Form 1 - 11/57

9.0-1-14

N AGNES CREIGHTON
E GEORGE JACOBS
S MOODY - LONN
W LONN - MERRIFIELD & STEWART

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

ARLENE F BROWN

EAST UNION, MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-20-1957

Number of Acres 50

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 20TH day of DECEMBER A. D., 1957. by and between ARLENE F. BROWN AND NORMAN E. BROWN HER HUSBAND of EAST UNION County of KNOX and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Dorn, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF UNION KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by EDWA E. HUNTLEY, A WIDOW to said ARLENE F. BROWN by a deed dated 1-6-1936. and recorded 2-11-1937, in Liber No. 245 of Deeds at Page 402 containing approximately 50 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning 12-20-, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at EAST UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

cible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the KNOX County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: EAST UNION, MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Pease

Allan R. Pease

LESSOR

Arlene F. Brown (seal)

Norman E. Brown (seal)

Joan M. Turner

LESSEE
ROLAND F. BEERS, INC.

By Shirley E. Clingan (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Arlene F. Brown and Norman E. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 20 day of December, 1952.

Henry A. Leonard

My Commission Expires:
July 1957

STATE OF NEW YORK
County of Rensselaer } ss.

On this 27th day in the year Nineteen Hundred Fifty Five before me personally came SHIRLEY E. CLINGAN to me known, who, being by me duly sworn did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Norman S. Schumacher

Notary Public in the State of New York

My Commission Expires:
NORMAN S. SCHUMACHER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1956.

Form 1 - 12-51

(3)
9.0-1-15

N SAM GUYETTE-NORMAN BROWN-ELMER HART

E STEVE LAWTON ET. AL.

S (FORMERLY OMAR KING) (NOW TOWN OF UNION)
NORMAN BROWN

W WOODROW GOULD

ORIGINAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CASE

MINING LEASE

FROM

BASIL A BROWN ET.UX.

EAST UNION, MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-16-1957

Number of Acres 28

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 16TH day of DECEMBER A. D., 1957 by and between BASIL A. BROWN AND OLIVE M. BROWN HIS WIFE

of EAST UNION County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. **(LEASING CLAUSE)** That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF UNION & TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by FREEMAN G. KENNEDY ET. UX. to said BASIL A. BROWN ET. UX by a deed dated JUNE 24, 1957 and recorded JUNE 24, 1957, in Liber No. 321 of Deeds at Page 530 containing approximately 28 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. **(LESSOR'S COVENANTS)** Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. **(LESSEE'S COVENANTS)** Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. **(TERMS)** This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may, at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. **(MINING RIGHTS)** This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores, exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning 12-1-46, 1947, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at EAST UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the _____ County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: EAST UNION, MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Poole
Allan R. Poole

LESSOR

Basil A. Brown
Olive M. Brown

(seal)
(seal)

Ivan M. Lussier

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Nancy A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Basil A. Brown and his wife Olive M. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 17 day of December, 1957.

Nancy A. Leonard
Notary Public
My Commission Expires:
July 1, 1964

STATE OF NEW YORK
County of RENSSELAER } ss.

On this 27th day of December in the year Nineteen Hundred FIFTY SEVEN before me personally came SHIRLEY H. CLICKNER to me known, who, being by me duly sworn, did depose and say that he resides in the town of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Schumacher
Notary Public in the State of New York
My Commission Expires:
[illegible] New York
[illegible] Rensselaer County
Commission Expires March 30, 1958.

Form 1 - 11/57

9.0 16

[M] [illegible] & BASIL BROWN
[E] ALLEN LEACH
[S] ROUTE #17
[W] KEARLY - GODERRE - PURPOLL
[ ]

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RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

WOODROW W. GOULD ET. UX

EAST UNION, MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-18-1957

Number of Acres 15

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 18TH day of DECEMBER A. D., 1957 by and between WOODROW W. GOULD AND ANNA M. GOULD HIS WIFE

of EAST UNION County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF UNION KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by LLOYD L. BROWN ET. ALS to said WOODROW W. GOULD ET. UX by a deed dated 7-31-1956 and recorded SEPT. 25, 1956, in Liber No. 352 of Deeds at Page 249 containing approximately 15 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning DECEMBER 18, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at EAST UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the _____ County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: EAST UNION, MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Poole
Allan R. Poole

LESSOR

Woodrow W. Gould (seal)
Dana M. Gould (seal)

Joan M. Furnia

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Lermond a Notary Public in and for the State and County aforesaid, do hereby certify that Woodrow W. Gould and his wife Dana M. Gould personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 12 day of December 1957.

Henry A. Lermond
Notary Public
My Commission Expires:
July 1, 1964

STATE OF NEW YORK
County of RENSSELAER } ss.

On this 27th day in the year Nineteen Hundred FIFTY SEVEN before me personally came SHIRLEY H. CLICKNER to me known, who, being by me duly sworn, did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal afixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Shuster
Notary Public in the State of New York
My Commission Expires:

MARION L. SHUSTER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958.

Form 1 - 11/57

90-1-17

N	BEN NILHOLS
E	FORMERLY ERNEST BROWN
S	BASIL BROWN
W	PUBLIC HIGHWAY

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

LEONARD P GUYETTE ET. UX.

EAST UNION, MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-18-1957

Number of Acres 8

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____ Recorder

of _____

Agreement

Made and entered into this 18TH day of DECEMBER A. D., 1957 by and between LEONARD P. GUYETTE AND CATHERINE C. GUYETTE HIS WIFE

of EAST UNION County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by MARGARET E TORREY to said LEONARD P GUYETTE ETUX by a deed dated 11-26-1946 and recorded 11-26-1946, in Liber No. 296 of Deeds at Page 111 containing approximately 8 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilties for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning DECEMBER 18, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at EAST UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Knox County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: EAST UNION, MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Cook

Allan R. Cook

LESSOR

Leonard P. Smyth

Catherine C. Smyth

(seal)

(seal)

Joan M. Kurnia

LESSEE
ROLAND F. BEERS, INC.

By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Harry A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Leonard P. Smyth and his wife Catherine C. Smyth personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 19 day of December, 1957.

Harry A. Leonard
Notary Public

My Commission Expires:
July 1, 1959

STATE OF NEW YORK
County of RENSSELAER } ss.

On this 27th day in the year Nineteen Hundred FIFTY SEVEN before me personally came SHIRLEY H. CLICKNER to me known, who, being by me duly sworn, did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion J. Hunziker
Notary Public in the State of New York

My Commission Expires:

MARION J. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

Form 1 - 11/57

(8)

4,0-1-18

N HACKLEY BURNHAM ROAD
E ELMER HART
S BASIL BROWN
W SAM GUYETTE - BEN NICHOLS

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

NORMAN E BROWN

EAST UNION, MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-20-1957

Number of Acres 20

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 20TH day of DECEMBER A. D. 1957 by and between NORMAN E BROWN AND ARLENE F BROWN HIS WIFE of EAST UNION County of KNOX and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Dean, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by AGNES E FISH BY WILL to said ERNEST O BROWN-TO NORMAN E BROWN by a deed dated 12-12-1934 and recorded 1-29-1934, in Liber No. 237 of Deeds at Page 175, containing approximately 20 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning 12-20, 19 57, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at EAST UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. **(SURRENDER)** Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the KNOX County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. **(NOTICES)** All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: EAST UNION, MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. **(ARBITRATION)** In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. **(ASSIGNABILITY)** This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. **(ENTIRE CONTRACT)** It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Poole

Allan R. Poole

LESSOR

Norman E. Brown (seal)

Arlene F. Brown (seal)

(seal)

(seal)

Joan M. Kurna

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Leonard Notary Public in and for the State and County aforesaid, do hereby certify that Norman E. Brown and his wife Arlene F. Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 20 day of December, 1957.

Henry A. Leonard
Notary Public
My Commission Expires:
July 1964

STATE OF NEW YORK
County of RENSSELAER } ss.

On this 27th day of December in the year Nineteen Hundred Fifty Seven before me personally came SHIRLEY H. CLICKNER to me known, who, being by me duly sworn, did depose and say that he resides in the City of BRUNSWICK, and that he is AUTHORIZED AGENT of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hunziker
Notary Public in the State of New York
My Commission Expires:
MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

Form 1 - 11/57

9.0-1-19.

N TOWN ROAD

E LONN - PERPALL

S ROUTE #17

W WENTWORTH

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

C.R. & P.M. Godarro

East Union, Me.

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 12-12-1957

Number of Acres 55 more or less.

County of Knox

State of Maine

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____ M.

Recorded _____ M.

Recorded _____ M.

In Book _____ Page _____

_____ Recorder

of _____

Agreement

Made and entered into this 12TH day of DECEMBER A. D., 1957 by and between C. R. and P. M. Goderre

of East Union County of Knox and State of Maine of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in KNOX TOWN OF UNION County and State of Maine, being all of their right, title and interest in and to the premises conveyed by CARL MILLIKIN ET. UX to said CLEO. R GODERRE ET. UX by a deed dated 9-30-1955 and recorded 10-7-1955, in Liber No. 345 of Deeds at Page 564 containing approximately 55 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning 12-12-, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at East Union, Maine or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

able within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the ---Knox--- County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, unless other address is designated in a notice so given.

LESSOR'S ADDRESS: ---East Union, Maine---

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 149, Troy, N.Y.

15. (ARBITRATION) In event the parties hereto cannot mutually agree on any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, taking court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Cook

Allan R. Cook

LESSOR

C. R. Goodwin (seal)

Pearl M. Goodwin (seal)

Joan M. Yuenna

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clements (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Harry A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Chas. R. Goodwin and his wife Pearl M. Goodwin personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 12 day of December, 1957.

Harry A. Leonard
Notary Public
My Commission Expires:
Indef. Ret.

STATE OF NEW YORK
County of Rensselaer } ss.

On the 27th day in the year Nineteen Hundred Fifty Seven before me personally came Shirley H. Clements to me known, who, being by me duly sworn, did depose and say that he resides in the City of Brooklyn, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hunziker
Notary Public in the State of New York
My Commission Expires:
MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

N ROBERT HALL - GEORGE LEMAR

E LINN HILT KNOX COUNTY FISH & GAME ASSOCIATION

S WILLARD WELLMAN DR. HOPPING FORMERLY MAX ROSS

W JAMES MOODY NORMAN BROWN TOWN LINE

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

GEORGE E. JACOBS ET. UX. ET. AL.

UNION, R.F.D. #2 Box 19

TO

ROLAND F. BEERS, INC.

TROY, NEW YORK

Date of Lease 12-13-1957

Number of Acres 125

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 13TH day of DECEMBER A. D., 1957 by and between GEORGE F. JACOBS AND JENNIE M. JACOBS HIS WIFE AND THELMA L. FARRIS AND DONALD K. FARRIS HER HUSBAND of UNION R.D. #2 BOX 19 County of KNOX and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration f the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the cove ants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performe , does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and ever prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together ith the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for t sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on is land alone or on neighboring lands.

The following described premises owned by Lessor and si ated in KNOX TOWN OF MAE County and State of MAINE, being ll of their right, title and interest in and to the premises conveyed by AMANDA R. SPRINER ET AL to said EDNA E. HUNTLEY b a deed dated 7-2ND, 1924 and recorded 8-11-1924, in Liber No 96 of Deeds at Page 144. containing approximately 125 acres, more or ss. however, no mine shaft shall be placed within three hundred (300) feet of any building now on the premise except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee a its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lesseee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning 12-13, 1957, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and forty (40) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and forty (40) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and markets from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the salabel Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to UNION R.D. #2 Box 19 or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 16 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the ____KNOX_____ County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the _____ County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (OPTION) Lessor agrees at any time during the terms of this lease or any renewal or renewals thereof to sell the Lessee all of Lessor's right, title and interest in and to the leased premises at a price of $_____. Lessee to pay all expenses of said transfer.

15. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: GEORGE E. JACOBS, AGENT UNION R.D. #2 Box 19 MAINE

LESSESS'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

16. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

17. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

18. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allen R. Poole
Allen R. Poole

LESSOR

George E. Jacobs
Jennie M. Jacobs
Thelma L. Farris
Howard K. Farris

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

Jennie M. Jacobs

STATE OF Maine
COUNTY OF Knox

STATE OF NEW YORK
County of RENSSELAER

I, Henry A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that George E. Jacobs and his wife Jennie M. Jacobs personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 21 day of December 1957.

Henry A. Leonard
Notary Public
My Commission Expires:
July 1, 1959

On this 10th day of March in the year Nineteen Hundred Fifty Eight before me personally came Shirley H. Clickner to me known, who, being by me duly sworn, did depose and say that he resides in the City of Troy, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hinzmann
Notary Public in the State of New York
My Commission Expires:
MARION L. HINZMANN
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1959

9.0-1-23

9.0-1-23

	First Tract	Second Tract
N	Fred Black	Noyes Heirs & Town Road
E	Fred Black	Earl Norwood
S	Town Road	Earl Norwood
W	Noyes & Norwood	Alford Lake & Noyes Heirs

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

EARL R NORWOOD, SR. ET. UX

UNION R.D. #2 MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 1-6-1958
TWO TRACTS

Number of Acres 60

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 6TH day of JANUARY A. D., 1952 by and between EARL R. NORWOOD, SR. AND LAURA B. NORWOOD HIS WIFE of UNION R.F.D. County of KNOX and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Boom, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by STEPHEN E. NORWOOD to said EARL R. NORWOOD, SR. ET UX by a deed dated MAY 23, 1951 and recorded MAY 24, 1951, in Liber No. 317 of Deeds at Page 298. TWO TRACTS containing approximately 60 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERM) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and fly tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning ----JANUARY---1, ---------, 19--51--, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at ----UNION---------- ----R.D. #2 MAINE---------- or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Knox County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: UNION, R.D. #2 MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allan R. Poole

Allan R. Poole

LESSOR

Earl R. Norwood (seal)

Laura B. Norwood (seal)

Joan M. Turner

LESSEE
ROLAND F. BEERS, INC.

By Shirley H. Clickner (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Lermond a Notary Public in and for the State and County aforesaid, do hereby certify that Earl R. Norwood Sr. and his wife Laura B. Norwood personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 4 day of January, 1958.

Henry A. Lermond
Notary Public
My Commission Expires:
July 1, 1958

STATE OF NEW YORK
County of Rensselaer } ss.

On this 29th day of January in the year Nineteen Hundred Fifty Eight before me personally came Shirley H. Clickner to me known, who, being by me duly sworn, did depose and say that he resides in the City of Brunswick, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Hunziker
Notary Public in the State of New York
My Commission Expires:
MARION L. HUNZIKER
Notary Public, State of New York
Residing in Rensselaer County
Commission expires March 30, 1958

Form 1 - 11/57

(2)

9.0-1-27

N ALFORD LAKE
E ALMON EMERY
S LYDIA MONTAGNE
W COLONEL GOURRE

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

EARL R. NORWOOD, SR. ET UX

UNION, R.D. #2 MAINE

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease 1-6-1958.

Number of Acres 10

County of KNOX

State of MAINE

Expiration of Definite Term

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 6TH day of JANUARY A. D. 1959 by and between EARL R. NORWOOD, SR. AND LURA B. NORWOOD, HIS WIFE

of UNION, R.D. #2 County of KNOX and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Boon, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in TOWN OF HOPE KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by INHABITANTS OF HOPE to said EARL R. NORWOOD by a deed dated DECEMBER 12, 1942 and recorded JANUARY 12, 1943, in Liber No. 274 of Deeds at Page 8 containing approximately 10 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERM) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $100.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do, on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practice. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and by tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning ---JANUARY---6th, 19[illegible], (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at ---UNION---R.F.D. 2---MAINE--- or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the KNOX County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: UNION R.D. #2 MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

Allen R. Pool
Allen R. Pool

LESSOR

Earl R Norwood Sr (seal)
Laura B Norwood (seal)
(seal)
(seal)

Joan M. Lerma

LESSEE
ROLAND F. BEERS, INC.
By Shirley H. Clickner (seal)
AUTHORIZED AGENT

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry L. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Earl R. Norwood Sr. and his wife Laura B. Norwood personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 6 day of January, 1955.

Henry L. Leonard
Notary Public
My Commission Expires
Feb. 18, 1957

STATE OF NEW YORK
County of Rensselaer } ss.

On this 4th day of February in the year Nineteen Hundred Fifty Eight before me personally came Shirley H. Clickner to me known, who, being by me duly sworn, did depose and say that he resides in the City of Brunswick, New York, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion L. Schnitzler
Notary Public in the State of New York

My Commission Expires:
March 30, 1958

Form 1 - 11/57

70-1-38

N ROY K HOBBS
E TOWN ROAD (ABANDON)
S CEDAR ROAD AND MRS. CARVER
W GRAVIS PAYSON AND MANSFIELD POND
M

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

FRANK H GRASSOW

AND

OLIVE E GRASSOW

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease MAY 5TH 1958

Number of Acres 196

TOWN OF HOPE

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 5TH day of MAY A. D., 1958 by and between FRANK H. GRASSOW AND DEVIE OLIVE E. GRASSOW

of R.D.#2 UNION MAINE County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Doore, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by WILLIAM HENRY LONG to said FRANK AND OLIVE GRASSOW by a deed dated APPROX. 1922 and recorded in KNOX, in Liber No. ____ of Deeds at Page ____ containing approximately 196 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning MAY 5TH, 1958, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at ROUTE UNION MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the KNOX County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: FRANK H. GRASSON RD#2 UNION MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

M. C. Morris

M. C. Morris

LESSOR

Frank H. Grasson

Alice C. Grasson

(seal)

(seal)

Dorothy C. Dillon

LESSEE
ROLAND F. BEERS, INC.

By Shirley H. Clickner (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, Richard F. Eller a Notary Public in and for the State and County aforesaid, do hereby certify that Frank H. Grasson and his wife Alice C. Grasson personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 5 day of May, 1958.

Richard F. Eller
Notary Public
My Commission Expires:
My Commission Expires June 9, 1961

STATE OF NEW YORK
County of Rensselaer } ss.

On this 10th day of May in the year Nineteen Hundred fifty-eight before me personally came Shirley H. Clickner to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Brunswick, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marina L. Hurzeler
Notary Public in the State of New York
My Commission Expires:
March 30 1960

Form 1 - 11/57

9.0-1-39

N	BLACK TOP TOWN ROAD
E	FRANK GRASSOW
S	MANSFIELD POND
W	E. R. NORWOOD

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

Roy K. HOBBS

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease MAY 5TH 1958

Number of Acres 60

TOWN OF HOPE

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 5TH day of MAY A. D. 1958 by and between ROY K. HOBBS

of HOPE County of KNOX and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Dorn, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by MULLER B. HOBBS to said ROY K. HOBBS by a WILL dated APPROX. 1954 and recorded ____, in Liber No. ____ of Deeds at Page ____, containing approximately 60 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ore in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning MAY 5TH, 1958, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the paid work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at P.O. BOX #23 HOPE MAINE or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

able within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the Knox County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: Ray K. Hobbs P.O. Box #23 Hope Maine

LESSEE'S ADDRESS: ROLAND F. DEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

M. C. Morrill

Dorothy C. Dillon

LESSOR

Ray K. Hobbs (seal)

(seal)

(seal)

(seal)

LESSEE
ROLAND F. DEERS, INC.

By Shirley H. Clickner (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, Richard F. Eder a Notary Public in and for the State and County aforesaid, do hereby certify that Ray K. Hobbs and his wife personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 5 day of May, 1958.

Richard F. Eder
Notary Public
My Commission Expires:
My Commission Expires June 9, 1961

STATE OF NEW YORK
County of Rensselaer } ss.

On this 10th day of May in the year Nineteen Hundred fifty-eight before me personally came Shirley H. Clickner to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Brunswick and that he is Authorized Agent of Roland F. Deers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion F. Shungiber
Notary Public in the State of New York
My Commission Expires:
March 30 1960.

Form 1 - 11/57

9.0-1-40

N	GREVIS PAYSON
E	OLD TOWN ROAD
S	
W	

GEOLOGICAL FILE COPY
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RECEIVED MAY 15 1958

DATE	INITIALS	CODE

MINING LEASE

FROM

MARION W. HART

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease MAY 6TH 1958

Number of Acres 90

TOWN OF HOPE

County of KNOX

State of MAINE

Expiration of Definite Term _____

RECORDER'S DATA

Received for Record _____, 19__

Recorded _____, 19__

Recorded _____, 19__

In Book _____ Page _____

_____, Recorder

of _____

Agreement

Made and entered into this 6TH day of MAY A. D., 1958 by and between MARION W. HART

of R.D. #2 UNION MAINE County of KNOX

and State of MAINE of the first part, hereinafter referred to as Lessor, and Roland F. Beers, Inc., of Troy, New York, of the second part, hereinafter referred to as Lessee.

Witnesseth:

1. (LEASING CLAUSE) That Lessor, in consideration of the sum of One Dollar Cash in hand paid, the receipt of which is hereby acknowledged, under the covenants, conditions, and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, does lease, let and demise exclusively to Lessee, all their right, title and interest in and to all and every prospecting, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing any and all machinery and equipment, necessary or convenient, for the sole purpose of prospecting, mining, quarrying, processing and marketing of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by Lessor and situated in KNOX County and State of MAINE, being all of their right, title and interest in and to the premises conveyed by ARTHUR HART to said MARION W. HART by a deed dated and recorded IN KNOX CO., in Liber No. of Deeds at Page containing approximately 70 acres, more or less. However, no mine shaft shall be placed within three hundred (300) feet of any building now on the premises except by mutual consent.

2. (LESSOR'S COVENANTS) Lessor agrees that Lessee at its option may pay and discharge any taxes, mortgages or other liens now existing, levied or assessed on or against the above described lands or any subsequent liens incurred by the lessors, and, in the event that it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) Lessee shall pay for its own account, any and all taxes levied or assessed against the mines, minerals, mills, or mining and milling equipment on the above described premises during the term of this lease, and if not so paid, lessors, their heirs or assigns, may pay the same and charge such payment against the lessee as royalty due, or have any other legal remedy.

4. (TERMS) This lease shall run for a period of five (5) years, and so long thereafter as mining operations are performed or maintained on said leased premises unless terminated sooner as herein provided. If Lessee has discovered an ore body on said leased premises by the time of expiration of said term, Lessee may at its option, renew said lease for a similar term of years on the same terms and conditions as herein provided, except as to advance royalties which shall continue during any such renewal or renewal periods at a minimum of $10.00 per acre, in which event Lessee shall give Lessor written notice of its intention so to do on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advances or otherwise shall continue to be paid as though said lease had never been terminated.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the Lessors in the surface land rights necessary for prospecting, developing and operating any mine or mines in said land, or operating mills on said land. Lessee shall have right of ingress and egress, and right of way to and from any place where operations are carried on, and to the public highway. Lessee, however, shall use one roadway to and from any mine or mill on said land, and shall keep all gates closed or erect cattle guards on such part of said premises as are used by it. Lessee agrees that all of its operations on said premises shall be conducted in accordance with good and customary mining practices. Ores mined from the leased premises may be milled and prepared for market thereon or on other lands, separately or in connection with other ores, as Lessee may elect. Lessee shall have the privilege of raising ores from said land through shafts or inclines on other lands in the area, and the privilege of milling, cleaning or otherwise treating such ores in plants or mills located upon such lands. Lessee shall also have the privilege of transporting to, across, through or under and of raising ores mined from other lands through tunnels, drifts, shafts or inclines which Lessee has sunk or driven on the leased premises for the purpose of working same and of milling, cleaning or otherwise treating such ores in mills or plants located upon the leased premises. The privileges referred to in the last preceding sentence shall survive the termination by expiration or otherwise of the lease. For any period after such termination during which Lessee is (a) raising, through a shaft driven on the demised premises ores exclusively from other lands in which Lessor has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from such other lands, or (c) doing both (a) and (b), Lessee shall pay Lessors five hundred (500) dollars per year. The right to use underground tunnels, drifts, inclines, or exploration openings existing in the leased premises at the termination of this lease shall also survive such termination without payment for such use for so long as the use of any of the same may be necessary or convenient for any mining purpose connected with this or any other property.

During the term of this contract all rock waste and jig tailing resulting from the operation of any mines located on said premises may be sold by Lessee, and Lessee shall pay to Lessor Fifty (50) per cent of the net sales price. It is agreed that either Lessor or Lessee shall have the right to use, without cost, so much of said tailing or waste rock as may be required in connection with mining or milling operations or for use on the leased premises. Lessee's Judgment and decision as to all matters pertaining to waste materials shall be final and binding. In case of forfeiture or surrender of this lease, all tailings and waste, not sold, or remaining on the leased premises, if not sold and removed within two (2) years, becomes the property of the Lessor and

Lessee waives all rights thereto and on payment of the damage to the surface by such deposit of rock waste and jig tailings left on the leased land more than two (2) years after termination Lessee shall be released and relieved from all further obligations or liabilities hereunder.

Should Lessee erect a mill on the leased premises or use any portion of the leased premises, it agrees to pay Lessor the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock and tailings or other use. If such value cannot be agreed upon by the parties, it shall be submitted for arbitration as hereinafter provided. Such mill and storage facilities may be established before arbitration, and an annual payment shall be made promptly after such arbitration is concluded. Upon such annual payment, Lessor shall grant to Lessee, by instrument in writing independent of this lease, the exclusive right, privilege and license to use the mill site and storage facilities for milling, beneficiating, stock piling and storing ores, concentrates, minerals, metals, pertinent in connection with mining or milling, so long as Lessee shall deem necessary while this lease shall remain in effect.

Anything hereinbefore to the contrary notwithstanding, Lessee, if not in default, shall have the right to remove any of its property used in connection with the exercise of the rights and privileges referred to in the preceding paragraph within six (6) months after tendering a proper surrender and a release of this lease.

6. (DAMAGES) Lessee shall cover all prospect holes and shall pay all damage to buildings, growing crops or timber caused by operations of Lessee. Should any regularly used water supply on the premises be drained by mining operations carried on by Lessee, the Lessee agrees to furnish Lessor with a new water supply equal to the existing water supply before mining operations were carried on.

7. (ADVANCED ROYALTIES AND WORK REQUIREMENTS) Lessee, except as herein otherwise provided, each year during the life of this agreement beginning MAY 6TH, 1958, (hereinafter referred to as "work year") shall:

A. Perform mining operations, conducted in good and miner-like manner and in conformity with proper practice, or,

B. Explore by means of bona fide drilling methods, or,

C. Prospect geophysically by means of airborne or ground-operated scientific equipment, or prospect geochemically by means of soil, water or plant analysis and/or laboratory experiment, or,

D. Pay the sum of fifty (50) cents per acre per year on or before the expiration of any work year during which Lessee has not performed either A., B., or C. such payment to be considered advance royalty against subsequent earned royalties provided, if Lessee terminates this lease prior to the expiration of any work year Lessee shall pay Lessor on a pro-rata basis for those months during such work year that this lease was in force and effect, unless Lessee has performed either A., B., or C. during the previous part of the said work year. After the first four years of this lease, the Lessee will pay to the Lessor at least ten (10) dollars an acre on lands in which minerals are owned by Lessor and hereby leased, as royalty earned by mining work, referred to in (A) above or as advance royalty applicable against subsequent royalties.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the market price of Zinc or Copper as quoted in the Engineering and Mining Journal, to less than twelve (12) cents per pound for Zinc, and thirty (30) cents per pound for Copper, the Lessee may suspend all operations until the quoted prices are again equal to at least twelve (12) cents per pound for Zinc and thirty (30) cents per pound for Copper, during such period this lease shall remain in effect with the payment of a minimum advance royalty of fifty (50) cents an acre per year. The suspension of such work shall not exceed a period of four (4) years at any one time.

9. (EARNED ROYALTIES) Lessee shall pay to the Lessor a royalty of five (5) percent of the net proceeds (except for such proceeds as is hereinafter specified for metallic ores) to Lessee before processing, realized by the Lessee in each month from all marketable nonmetallic mineral products produced from ore or mineral substances mined, quarried, or removed from the leased premises, in which minerals are owned by Lessor and hereby leased. Lessee shall pay a royalty of five (5) percent of the net smelter return (received by Lessee) less freight, of such sulfide and concentrates from metallic ores mined and marketed from the leased premises in which minerals are owned by lessor and hereby leased. "Concentrates" for the purposes hereof means the saleable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold or Silver minerals economically recoverable. "Net Smelter Return" for the purposes hereof when used with respect to the minerals listed above means the price established at smelter, less freight, by responsible buyers of such marketable mineral products or of concentrates of a similar grade and kind produced from ores mined and milled in said district and prevailing at the time the concentrates are delivered to the smelter for treatment; but Lessee shall be entitled to take credit against any royalties payable under this paragraph for any advanced royalties previously paid during the term of this lease and not previously recovered by Lessee.

10. (ROYALTY PAYMENTS) Royalty payments shall be made by the Lessee on or before the last day of each calendar month for all ores delivered at the mill or smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to Lessor at RD#2 UNION ---------- MAINE ---------- or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores mined from the leased premises and of all calculations relative to royalty payments hereunder. Said records may be inspected by Lessor at all reasonable times. Lessee will make available for Lessor's inspection, at the end of the term of this lease, information as to the location and footage of each hole drilled on said land. At the termination, Lessee will furnish a factual record of any holes drilled on the land together with a map showing the location of such holes, together with copies of all mining maps and records of mines on demised premises or on adjacent premises operated co-jointly with the demised premises.

12. (FORFEITURE) In case of failure of Lessee to keep and perform any of the terms and obligations of this lease, Lessor may give ninety (90) days written notice of the breach or violation complained of. If such violation or default is not removed, or as nearly corrected as possible, within said ninety (90) day period, this lease shall thereupon terminate; provided, however, that no forfeiture shall be asserted where Lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

sible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 15 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operations hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law or interference by the Government or its agencies, acts of nature or other causes, whether like or unlike those enumerated, beyond the control of Lessee. Upon forfeiture, Lessee shall account for and pay royalties accrued to the date of such termination and execute and tender to Lessor a written release and surrender thereof in proper form to be recorded in the Office of the KNOX County Clerk.

13. (SURRENDER) Lessee may at any time, when not in default, surrender this lease by executing and tendering to Lessor a written release thereof in proper form to be recorded in the Office of the Knox County Clerk, and from and after such tender Lessee shall be released and relieved from all further obligations and liability hereunder, with respect to or in any way connected with the above described premises or the exercise of Lessee's rights hereunder, except to account for and make payments accrued during the life hereof. Tender of such release may be made by delivery of same to Lessor in person, or to his agent, or by recording such release in the Office of the Clerk of the Court of the County in which the leased premises are located, and paying the recording fee.

14. (NOTICES) All notices herein provided to be given in writing shall, unless otherwise provided, be mailed by registered mail to the address following, until some other address is designated in a notice so given.

LESSOR'S ADDRESS: MARION W. HART RUTH 2 UNION MAINE

LESSEE'S ADDRESS: ROLAND F. BEERS, INC., P. O. Box 1019, Troy, New York.

15. (ARBITRATION) In event the parties hereto cannot mutually agree upon any matters arising out of this lease, the same shall be determined by arbitration; the Lessor to select one arbitrator, the Lessee to select one arbitrator, and the two arbitrators so selected to select a third arbitrator. Such submission to arbitration shall be a condition precedent to action by either party hereto, in any court, and it is hereby expressly agreed between the parties hereto that such submission to arbitration may be entered of record in the court of proper jurisdiction. The determination by such arbitration shall be binding and conclusive on the parties hereto and may be entered as the judgment or decree of such court. Expenses of the arbitration shall be borne by the parties equally.

16. (ASSIGNABILITY) This lease shall be binding upon and enure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

17. (ENTIRE CONTRACT) It is agreed that the entire contract and agreement between Lessor and Lessee is embodied herein, and that no oral warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals the day and year first above written.

In the presence of:

M. C. Morris

Dorothy C. Wilson

LESSOR

Marion W. Hart (seal)

(seal)

(seal)

(seal)

LESSEE
ROLAND F. BEERS, INC.

By Shirley H. Clickner (seal)
Authorized Agent

STATE OF Maine
COUNTY OF Knox } ss.

I, Henry A. Leonard a Notary Public in and for the State and County aforesaid, do hereby certify that Marion W. Hart and his wife personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 6 day of May, 1959.

Henry A. Leonard

My Commission Expires
July 1, 1959

STATE OF NEW YORK
County of Rensselaer } ss.

On this 10th day of May in the year Nineteen Hundred fifty-eight before me personally came Shirley H. Clickner to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Brunswick, and that he is Authorized Agent of Roland F. Beers, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by Order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Marion A. Schenzler
Notary Public in the State of New York

My Commission Expires:
March 30, 1960.

Form 1 - 11/57

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

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DATE

NOTE: Copies of the following leases will be sent at a later date:

Lease No. 9.0-1-41
9.0-1-47

Attachment C

ATTACHMENT C

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

2. Physical Description

(a) The Mineral Resources Map of Maine (M. R. R. M. #1) shows that marble and granite have been quarried in the proposed prospect area. Nothing is known of the production from these operations.

There is no recorded history of the production of sulfide minerals. Magnetic and geological surveys have been completed in the southwest corner of the area. The magnetic surveys were run on grid lines two miles long with a Sharpe A-2 magnetometer. Preliminary geological work included photogeologic reconnaissance and mapping of boulder distribution. The results of these surveys are shown on the accompanying maps.

(b) The staff of Roland F. Beers, Inc., accomplished the magnetic and geological surveys described in 2(a).

(c) Sulfide material has not been mined in the area.

(d) It is not possible, at this time, to evaluate the potential ore reserves of the area.

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Troy, New York

(e) The prospect area consists of a curved strip varying in width as it extends from Maine State Highway 17 on the south, in northerly and northeasterly directions for a distance of about 16 miles. The location and extent of the prospect have been determined by reconnaissance geologic and geophysical investigations. The general trend of the strip was derived from reconnaissance geology, including aerial photographs and field work, as well as from magnetometer surveys over trends suggested by the geology. The location of the prospect area is shown on the attached maps.

The prospect is an extension to the north and northeast of the Crawford Pond Prospect (nickel-cobalt) (DMEA application, Roland F. Beers, Inc., dated March 4, 1958, Docket No. 4797). It is the result of reconnaissance exploration in search of a postulated extension of the ultrabasic rocks and the associated nickel-bearing sulfides described in the earlier application. Since the geology, petrology and mineralogy are similar to those described in the former application, only the salient features of the geology are reported here. More detailed information is contained in the earlier report on the geology by J. R. Dunn, copy of which is attached.

General Geology: The regional geology has been reported by Smith, Bastin and Brown (1907), Bastin (1908), Houston (1956) and Dunn (1958). A preliminary geologic map of Maine was published by Keith (1933). The area is underlain principally by lower Paleozoic metasediments which are intruded by mafic rocks, granites and pegmatites. The sedimentary rocks include quartz-biotite schist, quartzite and marble. Mafic rocks range from "dense massive peridotite composed chiefly of olivine plagioclase (A_{n55}) pyroxene and pyrrhotite" (Houston, 1956) to an altered phase composed of "green coarse-grained actinolite-anthophyllite rocks containing minor chlorite, biotite and magnetite" (Dunn, 1958). The schist ranges in composition from a quartzitic variety to dense, black fine-grained biotitic and gneissic varities, sometimes showing lit-par-lit injections composed of quartz and feldspar. Granite and pegmatite cross-cut frequently, showing strong reactions with the intruded rocks.

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Troy, New York

Marble outcrops in a wide north-south belt beginning at the southwest part of the prospect. Its extent to the north and northeast has not been determined. On the Crawford Pond Prospect, marble outcrops east of the peridotite belt in isolated patches, where it is not covered by surface material. The marble is of Cambro-Ordovician age (Bastin, 1908) and varies from a coarsely crystalline calcitic variety to a white dolomite interbedded with biotite schist "altered at the contacts through an amphibolite-rich calc-silicate rock into the biotite schists and gneisses" (Dunn, 1958).

Structural Geology: On the Crawford Pond Prospect, "the general attitude of the schists and gneisses is N 20 deg. E and vertical. Regionally the foliation strikes N 20 deg. E and dips 75-85 degs. southeast, parallel to the axial plane." (Houston, 1956). The peridotite conforms to this general attitude as far as outcrops and geophysical observations can show. A reconnaissance interpretation of aerial photographs indicates structural trends which conform to this attitude on the Crawford Pond Prospect. The photographs also show definite structural features in other parts of the area. Preliminary examination of these trends in the field and reconnaissance geophysical surveys show that the prospect can be mapped in detail with satisfactory results. A copy of the reconnaissance aerial map is attached.

Sulfide Mineralization: Outcrop and pit samples taken on the Crawford Pond Prospect have shown that the pyrrhotite body occupies up to 35% of the volume of the rock. Analyses of this material range from 5% sulfides on the western border to 35% to the east (Dunn, 1958). Assays for economic ore materials show the following values:

Element	Sample #1	Sample #2
Ni	0.508%	0.817%
Cu	0.33	0.53
Co	0.066	0.088
Zn	0.7	0.2

Sample #1 - Grab sample averaged from entire outcrop.
Sample #2 - Average sample from east side of outcrop.
Reports of assays contained in attached report by Dunn.

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

These results, taken on the Crawford Pond Prospect, are comparable to those which have been found in the extension of the prospect to the north and northeast. It should be noted that outcrops of sulfide-bearing rocks have not been found where the EM surveys show the maximum conductivity but in a parallel belt about 100 feet to the west. At the locations of maximum conductivity the sulfide-bearing rocks are concealed, frequently at low elevations covered with swampy ground or water. Where outcrops have been found, as shown on the accompanying map, samples have indicated a range of sulfide content equivalent to that found on the Crawford Pond outcrops. Spot tests of grab samples taken at the outcrops indicate that the content of nickel cobalt and copper is comparable with that found in similar samples on the Crawford Pond Prospect.

References:

Bastin, E.S., 1908, U. S. Geol. Surv. Atlas, Rockland Folio (158)

Bastin, E.C., 1908 (2), A pyrrhotitic peridotite from Knox County, Maine. Jour. Geol., vol. XVI, no. 2, pp. 124-139.

Dunn, J.R., in Beers, Roland F., Inc. (1958) Application for DMEA assistance at Crawford Pond Prospect, Knox County, Maine. Section 2(e), Attachment C.

Houston, R.S. (1956), Genetic Study of Some Pyrrhotite Deposits of Maine and New Brunswick, Bulletin Maine Geol. Surv.

Keith, Arthur, 1933, Preliminary geologic map of Maine, Geol. Survey, Orono, Maine

Smith, G.O., Bastin, E.S., and Brown, C.W., 1907, U.S. Geol. Surv. Geol. Atlas, Penobscot Bay Folio(149)

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

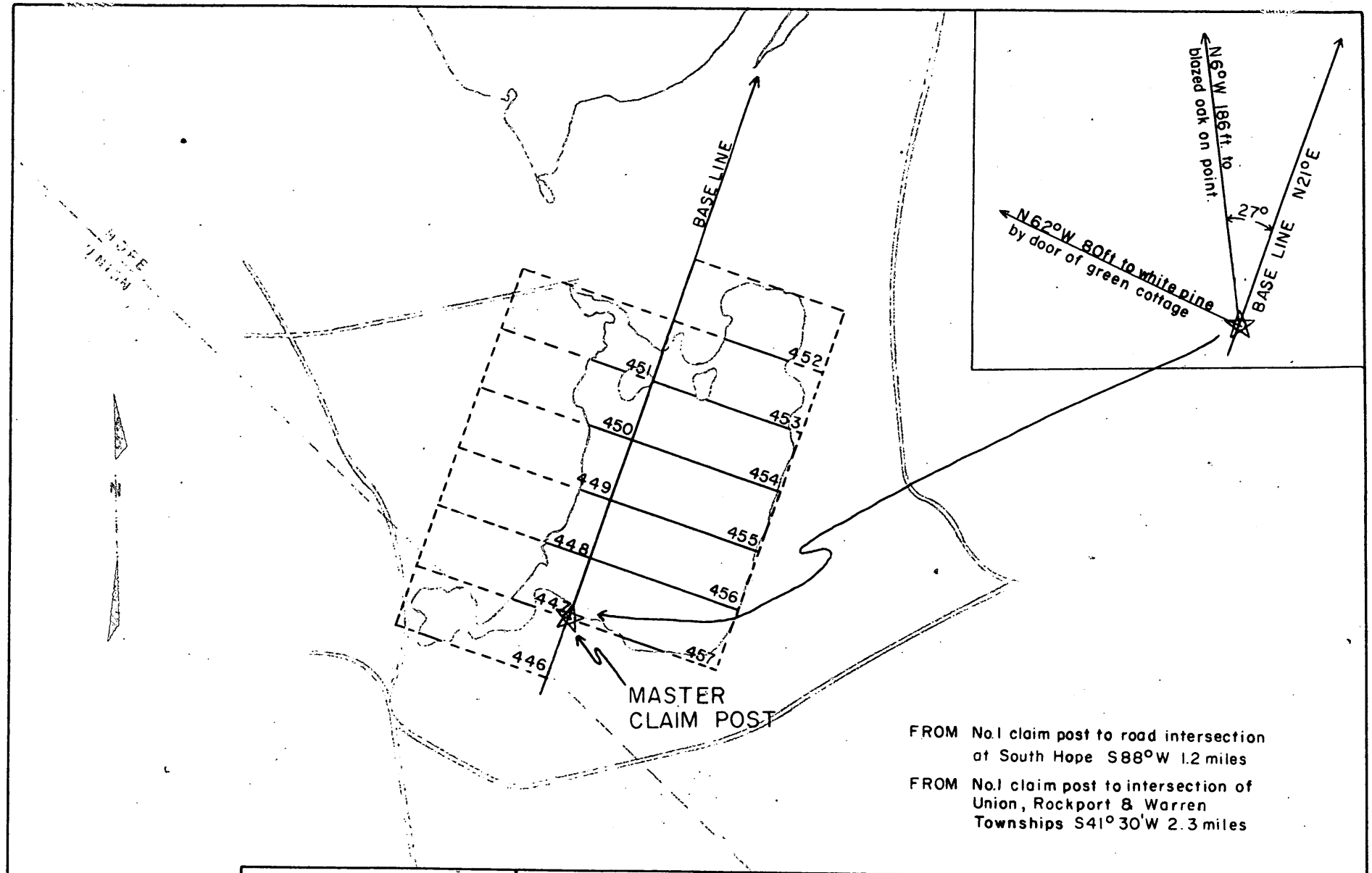
(f) The Hope-Lincolnville Prospect, as described herein, seems to constitute a natural extension to the north and northeast of the nickel-cobalt-copper bearing ultrabasic rocks at the Crawford Pond Prospect. Bedrock geology, structure, and the mineralogy of sulfide deposits all seem to parallel the facts observed at Crawford Pond. It is logical to consider this prospect as a continuation of these circumstances.

It has been conclusively demonstrated that the combined geological-geophysical program proposed in this application is capable of locating sulfide-bearing ultrabasics.

The geological setting exists in which the desired ultrabasics occur, and techniques are available to locate these bodies. There is every reason to assume that certain of these host bodies will be as heavily mineralized with nickel sulfides as that at Crawford Pond.

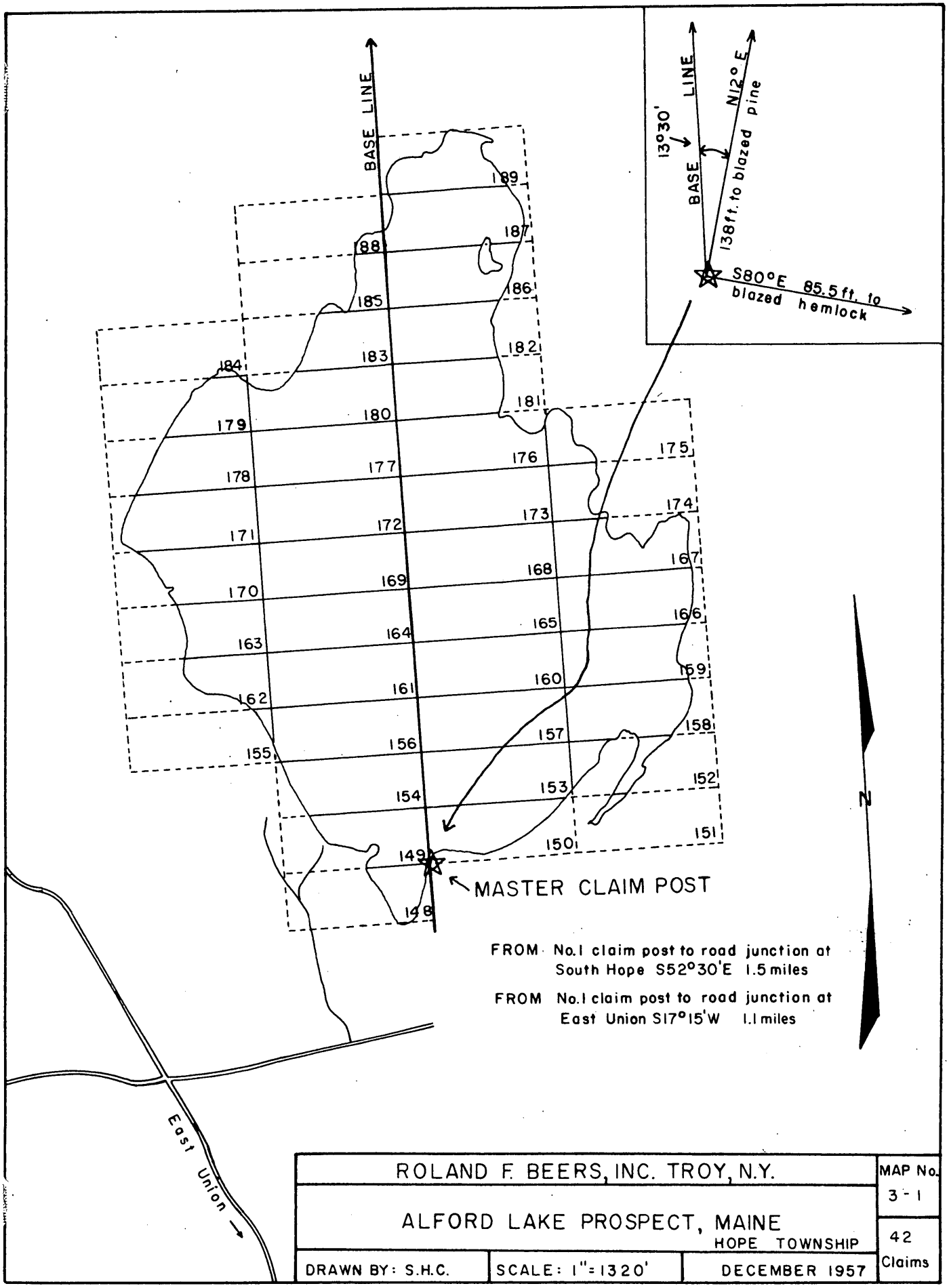
Anticipating favorable action on the pending application (DMEA Docket No. 4797; dated March 4, 1958), it should be noted that progress in exploration at Crawford Pond will be of immediate benefit in the prosecution of the Hope-Lincolnville Prospect survey.

(g) See attached maps and assays.



Staked by: R.S. Young	ROLAND F. BEERS, INC. TROY, N.Y.	No. of Claims
Permit no.: 58-5		Hope
Time: 10.00AM Date: 3/13/58	LERMOND POND	Union
Staked for: R.F. BEERS, INC.		
Permit no. 58-6	Township: HOPE, UNION / Quad. name: ROCKLAND / Scale: 1" = 1320'	Total 12

Fig. 4


BASE LINE
13°30'
BASE LINE
N12° E
138 ft. to blazed pine
S80°E 85.5 ft. to blazed hemlock
189
188
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157
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153
152
151
150
149
148
MASTER CLAIM POST
N
FROM No.1 claim post to road junction at South Hope S52°30'E 1.5 miles
FROM No.1 claim post to road junction at East Union S17°15'W 1.1 miles
East Union
ROLAND F. BEERS, INC. TROY, N.Y.
MAP No. 3-1
ALFORD LAKE PROSPECT, MAINE
HOPE TOWNSHIP
42 Claims
DRAWN BY: S.H.C.
SCALE: 1"=1320'
DECEMBER 1957

Fig 5

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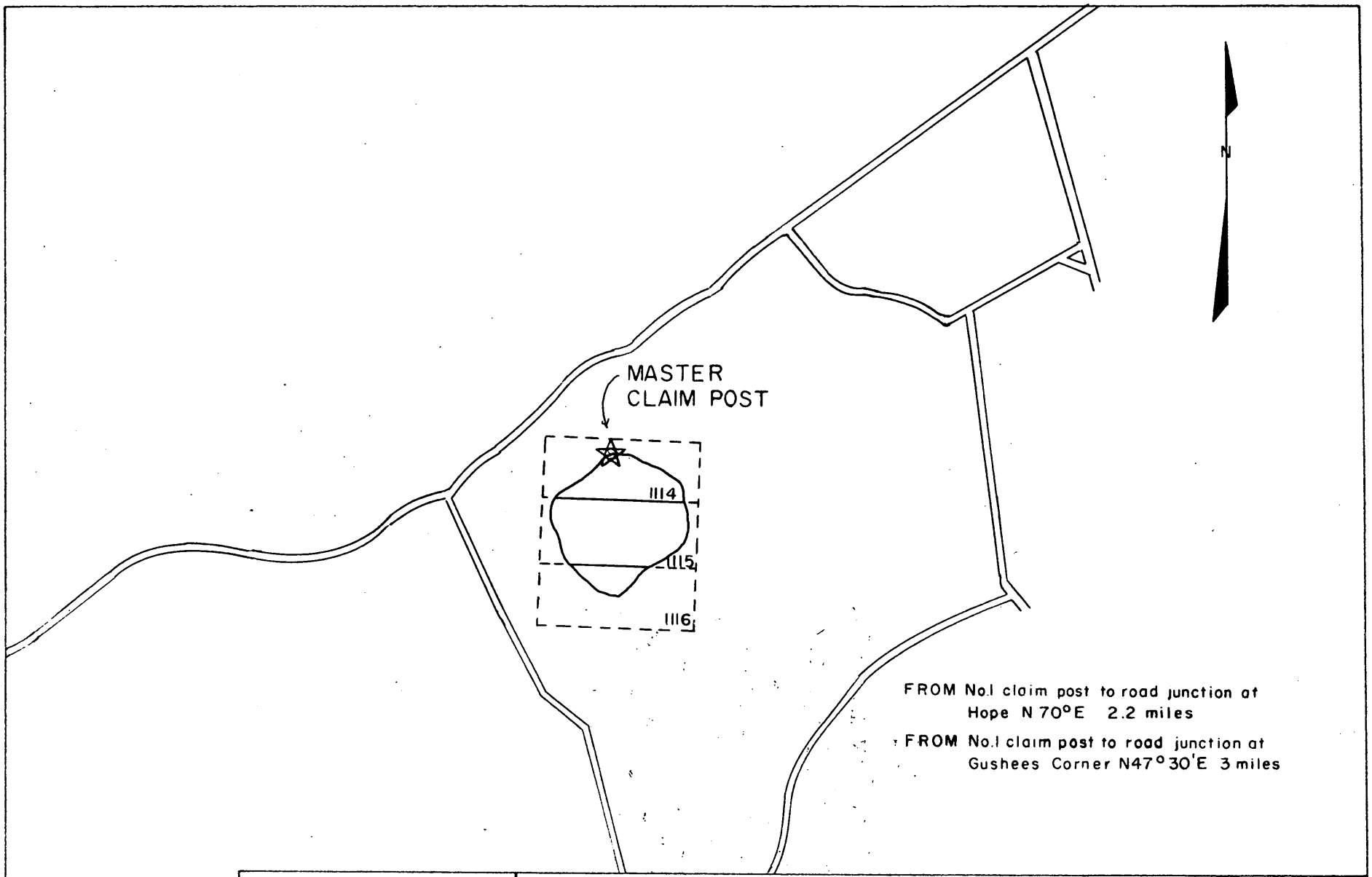
DATE	INITIALS	CODE



Staked by: D.E. Wyke Permit no. 58-50	ROLAND F. BEERS, INC. TROY, N.Y.		No of Claims
Time 09.30A.M. Date: 6/5/58	MANSFIELD POND		
Staked for: R.F. BEERS, INC. Permit no 58-6	Township: HOPE	Quad name: BELFAST	Scale: 1" = 1320'	Total 3

Fig 6

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P. O. Box 1019
Troy, New York

(e)* The nickel-copper-cobalt-zinc prospect, immediately southwest of East Union, Maine, is in a peridotite which has been intruded into biotite schist of the Penobscot formation of Cambrian age. The exposed peridotite is generally uralitized in the sulfide-poor zones and relatively unaltered in the higher-grade zones. The attitude of the layering of the peridotite and of the schistosity of the biotite schist wall rocks averages N. 20° E. and vertical to steeply eastward in dip. The axes of the magnetic maxima and the trend of the electromagnetic crossovers are also basically parallel to the N. 20° E. strike.

The sulfide assemblage is pyrrhotite-pentlandite-chalcopyrite-sphalerite with the cobalt values probably in the pyrrhotite in solid solution.

The major outcrop nearest the "massive conductor" EM crossovers is 100 feet west and is the richest in sulfide of all outcrops found. This outcrop is bounded on its east side by a depression containing massive gossan. The average grade of the ore on the outcrop is 0.066% Co, 0.508% Ni, 0.33% Cu, and 0.7% Zn and is 10% to 20% sulfide by volume, but the sulfide content increases to the east (toward the gossan) where the total sulfide is 25% to 30% by volume and the grade is 0.817% Ni, 0.088% Co, 0.53% Cu and 0.2% Zn.

In several respects the deposit is similar to that at Lynn Lake, Manitoba, although it also has several mineralogic and distributional similarities to the Sudbury deposits.

Petrology: The predominant country rock in the immediate area of the Crawford Pond peridotite is the Penobscot formation (Cambrian), a heterogeneous biotite schist which forms the east and west walls of the peridotite. Included in what is mapped as biotite schist on the accompanying geologic map are dense, black, fine-grained biotite schists, locally containing chalcopyrite and pyrrhotite; quartzo-felspathic biotite schists which locally could be called lit-par-lit gneisses; medium-grained biotite granite and biotite granite pegmatite, rich in

* Section 2. (e) was prepared by James R. Dunn, consultant

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graphic microcline and locally carrying tourmaline. Sillimanite is locally present, according to Houston (1956), and minor graphite and garnet can be found. No attempt has been made as yet to study the mineralogic details or to determine stratigraphic units within the biotite schists.

Locally, the granite pegmatite crosscuts and nearly obliterates zones of biotite schist which are several hundred feet across. Small, irregular pegmatitic patches rimmed with thin biotite reaction rims are very common in the peridotite. In one pegmatitic patch, about 425 feet south of Harriman's house, chalcopyrite has been concentrated to the extent of perhaps 5% to 10% of the rock by volume.

East of the peridotite, apparently interbedded with the biotite schist, are two beds of white dolomitic marble, of Cambro-Ordovician age, which Bastin (1908) calls the Rockland limestone. They are talcose and tremolitic locally and at the edges grade through an amphibole-rich calc-silicate rock into the biotite schists and gneisses. The marble is exposed in several prospect pits but generally does not outcrop.

The peridotite, for the most part, is altered to a green coarse-grained actinolite-anthophyllite rock containing minor chlorite, biotite and magnetite. In the sulfide-rich outcrop, 350 feet north-northwest of Harriman's house, the amphiboles are not so much in evidence megascopically, but of three thin sections of the outcrop, two are mostly amphiboles and micas, and the third is composed of relict olivine surrounded by the alteration products. The most coarsely crystallized and uralitized peridotite seems to carry the least sulfide, a situation common at Sudbury and some other nickel mining areas. A possible exception is the northernmost peridotite outcrop on the map which is low in sulfide and seems to be unaltered.

The fresh peridotite, according to Bastin (1908), is fayalite-rich (Fa 67) and carries hornblende, pale red-brown biotite and minor plagioclase of composition andesine-oligoclase. No plagioclase was seen in the four thin sections studied by the present author. Bastin named the rock "lermondose" after Lermond Lake.

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Structural Geology: The general attitude of the schists and gneisses is N. 20° E. and vertical, but intense local contortions cause frequent variations from this, both in strike and dip. As near as can be ascertained from geological and geophysical data, the peridotite conforms to the general regional attitude. The axis of the conductor swings with the change in strike of the marble horizon to the east of the peridotite.

The peridotite having undergone metamorphism and folding is assumed to be on the limb of a structure, but the position of the other limb (and whether or not it even exists) is not known at this time. The peridotite may be on the west limb of an anticline, because presumably the sulfide is nearer the base than the top of the mass.

Drag folding is complex within the schists and has not been mapped in detail; but on the basis of the preliminary geologic work, there seem to be two sets of drags, one plunging almost vertically and the other almost horizontally, striking about N. 20° E.

Faulting seems to be minor, and no transverse displacements of the peridotite or ore have been found yet. Presumably, with such high angle folding, some thrusting is present. One small slickensided surface which has nearly strike-slip movement with apparently negligible displacement was found at the edge of Crawford Pond at the end of the causeway.

Distribution of Sulfide Mineralization: Although few concrete data about the distribution of the sulfides within the peridotite area are available at this time, much may be strongly implied from geological and geophysical information.

The immediate geologic inference is that the EM crossover and magnetic high 100 feet east of the outcrop on line "0" correspond with the zone of maximum sulfide content of the peridotite. The implication is rather strong that the ore gets both more massive and, quite possibly, higher grade to the east of the outcrop. In most nickel deposits, the massive pyrrhotite is the richest.

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Following are the results of two assays of the large sulfide-rich outcrop discussed above:

Element	Sample #1	Sample #2
Ni	0.508%	0.817%
Cu	0.33	0.53
Co	0.066	0.088
Zn	0.7	0.2

#1. Grab sample from whole outcrop.

#2. Average sample from east side of outcrop. See attached assays.

West of the outcrop noted above, the sulfide content in the peridotite drops off noticeably to perhaps 5-10%.

Minor chalcopyrite was found in some biotite schist at the west end of line 4N and line 6N, and chalcopyrite is also present in the small patch of pegmatite 425 feet south of Harriman's house. Limonite-rich wall rocks are found along the base line at 20S to 24S, and a magnetic anomaly coincides with limonite-rich outcrops of schist at the east end of line 20S.

Comparison with Other Nickel Deposits: The assemblage pyrrhotite-pentlandite-chalcopyrite in peridotite or norite is very common and has been found in many areas in the world. However, in its general relationships, the deposit at Crawford Pond has a most striking similarity to the large Lynn Lake, Manitoba, deposits. They are both in meta-peridotite, which is largely amphibole at present; they both have minor zinc values; minor copper in the form of chalcopyrite is found in the schists and some pegmatites; minor zinc-copper mineralization in veins is associated with both; both are cut by pegmatite patches and dikes; both are in irregular basic masses.

The highest values in most nickel deposits associated with basic igneous rocks are in massive pyrrhotite. The massive pyrrhotite probably present at Crawford Pond (from geophysical and geological data) is not visible, but presumably here too, the massive sulfides may also be the highest-grade ore.

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Origin of the Deposit: The origin of the deposit at Crawford Pond seems to be fairly straightforward. It is apparently a magmatic differentiate as are many such deposits. The relatively constant ratio of the distance of the EM axis to the walls suggests that the quantity of accumulated sulfide is proportional to the amount of melt which was available. It is rather obvious, however, that the observed peridotite is only part of a much larger mass, because the quantity of sulfide and valuable metals is completely out of proportion to the size of the peridotite mass which is visible. The large part which is not seen could extend northward, widen or extend greatly in depth, or have been eroded off. There seems to be little basis for a choice between the various hypotheses at this time.

The peridotite has been folded to its present vertical position and metamorphosed, probably both hydrothermally and metasomatically. Considerable water has been added in the production of the amphiboles and micas. The intrusion of pegmatites and the resultant local potash-aluminum metasomatism creating biotite reaction rims has further complicated the picture.

Because of the recrystallization of the peridotite and the movement of the hydrating metasomatizing fluids through it, some of the sulfides have most certainly been transported and redeposited at points within the peridotite and in the surrounding wall rock. Whether the overall effect of the sulfide remobilization is favorable or unfavorable is not known at this time.

References Cited

Bastin, E. S. (1908), Rockland Folio, #159, Geol. Atlas, U. S. Geol. Survey.

Bastin, E. S. (1908), A pyrrhotite peridotite from Knox County, Maine, Jour. Geol., vol. XVI, no. 2, pp. 124-139.

Houston, R. S. (1956), Genetic studies of some pyrrhotite deposits of Maine and New Brunswick, Bull. Maine Geol. Survey.

Attachment D

A

B

ATTACHMENT D

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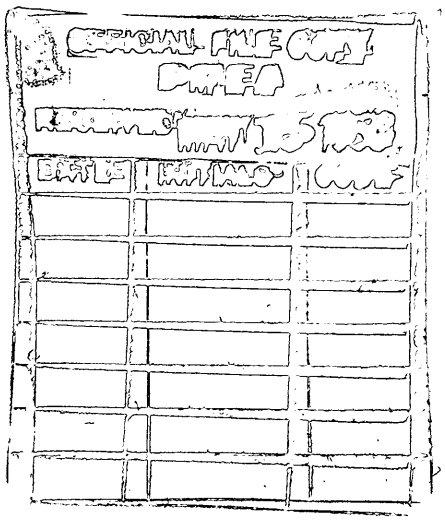
3. Accessibility of Project

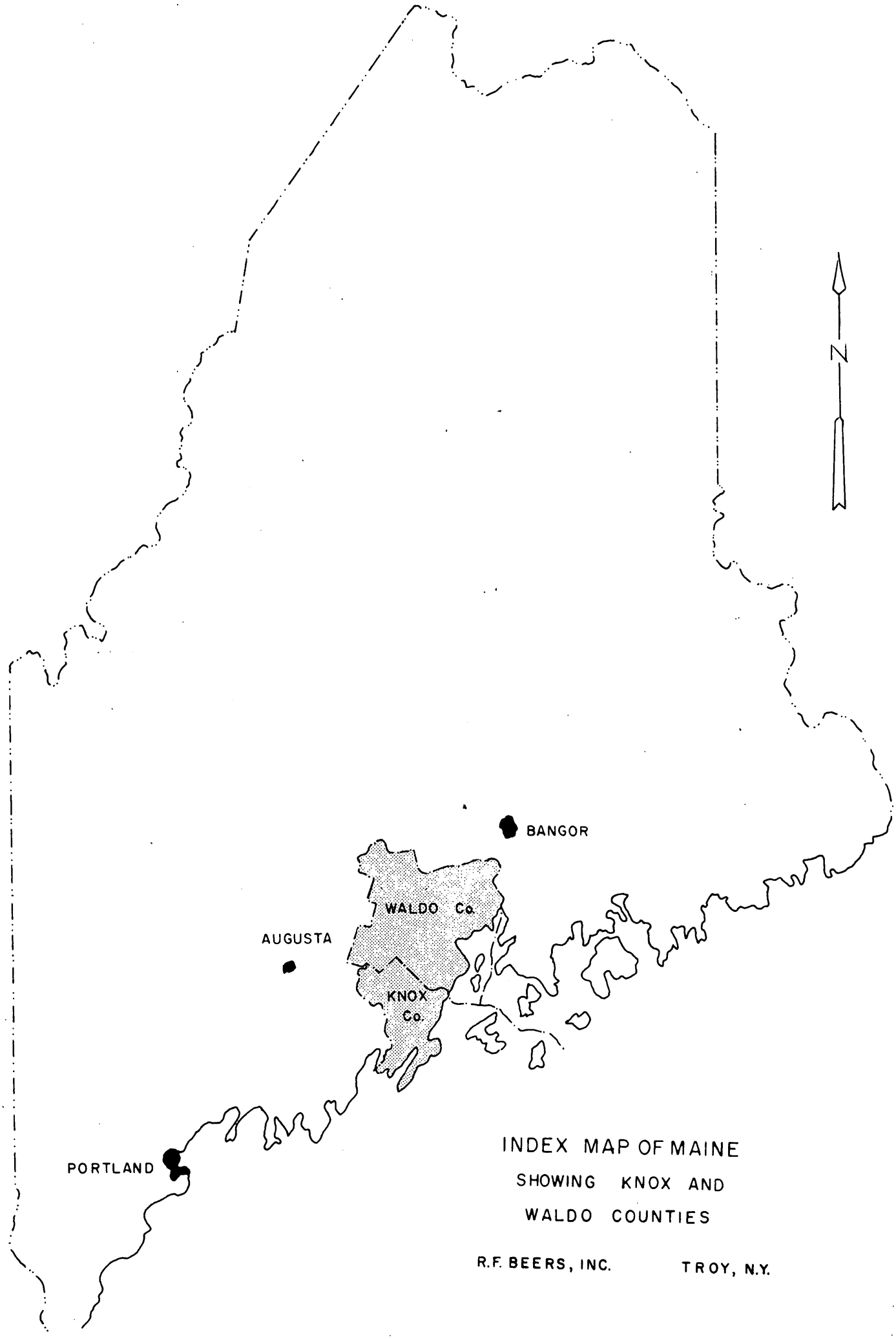
(a) DMEA representatives desiring to inspect the exploration will be assisted by

Robert S. Young
P. O. Box 55
Rockport, Maine
Telephone: Cedar 6-3231

The region is well serviced by primary and secondary highways, notably U. S. Route #1, State Routes 17, 105, 137 and 173. Access is most convenient from Rockland, Camden, and Belfast.

(b) Employees will reside at Rockland or Rockport. Supply points are Belfast, Rockland (both within 20 miles), and Augusta, 35 miles.





INDEX MAP OF MAINE
SHOWING KNOX AND
WALDO COUNTIES

R.F. BEERS, INC. TROY, N.Y.

Attachment E

ATTACHMENT E

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4. The Exploration Project

(a) As a result of more than six months of exploration in the coastal Maine region, the Corporation staff has devised exploration techniques which are particularly adapted to the search for nickel-bearing ultrabasic intrusives. The techniques have been shown to be capable of finding previously unknown, mineralized ultrabasics (see DMEA application, "Warren-Friendship Prospect Area, Maine").

The method is based on an integration of geological and geophysical techniques. The prospect area has a fair amount of outcrop, approximately 15%, about 60% of it is covered with a thin mantle of glacial debris, and about 25% is covered with lakes, ponds, and glacial lake deposits.

There are scattered outcrops of ultrabasic rocks, principally peridotites. Many of these can be easily found by following boulder trains across areas of thin glacial cover. Most of the peridotite has been found to be highly magnetic and it has proven feasible to map by magnetometer the areas of peridotite where no outcrops occur. The magnetometer is also indispensable in mapping covered extensions of peridotite outcrop and areas covered by water or glacial lake deposits.

The techniques supplement one another very strongly. Geological mapping supplies qualitative data and is about three to four times as fast as the geophysical which supplies precise location of thinly buried deposits as well as quantitative indications of volume.

To approach the desired aim of the program logically, testing and delineating nickel-bearing ore bodies, the work should proceed in three distinct stages, each designed to provide greater detail than the preceding.

Stage I:

Stage I operations are planned to cover a relatively large exploration area (approximately 70 square miles) rapidly and thoroughly. The search is to be directed to locating nickel-cobalt-bearing ultrabasic bodies.

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Stage I - continued:

(a) First, the remainder of the geologic survey of the entire area will be completed by Roland F. Beers, Inc., within the next four weeks, at its own expense, making a peridotite count on traverses along public roads lined with stone fences, proceeding to fence line boulder counts away from the roads, boulder train counts in fields and woods and mapping of peridotite outcrop.

Geologic observations will be recorded on air photos (scale 1" = 1,320').

(b) Second, as an integral part of the contract work, a magnetometer survey of

(1) Peridotite outcrop areas,
(2) Areas of strong peridotite boulder concentration,
(3) Areas covered by water or glacial lake deposits,
(4) Questionable areas.

These surveys will be made in cross traverses spaced at 1,320' (1/4 mile) intervals; stations at each 132' along traverses; all traverses to be laid out on air photos (scale 1" = 1,320'). All magnetic surveys are to be made with Sharpe A-2 or A-3 magnetometer.

Three two-man crews will be required in order to complete the program within a reasonable time.

(c) Geological-geophysical investigations of all anomaly areas confirmed by peridotite outcrops or by strong magnetic anomalies. Survey area on traverses spaced 400' apart with stations at 100' intervals. Survey entire anomaly geologically, magnetically and electromagnetically (vertical and horizontal loops). Soil sample anomaly on grid stations. Crews from previous work. It is estimated that perhaps forty such anomalies will be investigated.

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Stage II:

(a) Prepare detail on all anomalies confirmed by Stage I (c) work. Grid layout with transit and chain; traverses 1,000 ft. long at 200 ft. intervals and with 50 ft. stations. Survey grid on all stations with (i) A-2 magnetometer, (ii) horizontal loop EM, and (iii) vertical loop EM. Prepare detailed geologic map of entire grid and environs. Run station elevations and prepare topographic map. If geological and geophysical data are positive, select test drill sites.

(b) Test drill positive anomalies with "Pack Sack" portable drill (core size EX) at sites selected under (a). Maximum of 250 ft. of drilling at a maximum depth of 50 ft. per hole. Assay core.

(c) Prepare prospect reports and advance recommendations for additional work.

Stage III:

(a) Core drill all prospects advanced from Stage II. Drilling to be accomplished with standard equipment (AX or BX w.l.) under contract. Drilling to be expended on each prospect estimated at 2,500 ft. total. All prospects to be drilled concurrently. Assay core.

(b) Prepare final report on individual prospects.

In the foregoing outline, it is assumed that perhaps 40 anomalies will be investigated under Stage I(c); that 15 will advance to Stage II(a) and (b); and that 6 will be drilled under Stage III.

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(b) Although the general area is well serviced by all-weather roads, it is not possible to anticipate additional access road needs at this time.

(c) In the event that an exploration contract with DMEA is executed, Stage I work will begin within 30 days from date of contract execution.

In order to show more clearly the time requirements of the program, schedules are presented in terms of stages of progress.

Stage I:

(a) Magnetometer survey; three 2-man crews; est. 3 line miles per day; 5-1/2 work days per week; total weekly production of 50 line miles; total requirement approximately 280 line miles: 5.6 weeks plus 1.4 weeks production loss due to inclement weather: total requirements: 7 weeks

(b) Geological mapping; to be accomplished concurrently with (a): no additional time requirement.

(c) Anomaly investigation, 40 anomalies; four 2-man crews; est. 1 anomaly per week per crew; total time requirement, with weather factor, 12 weeks

Recapitulation, Stage I:

(a)	Magnetic survey	7 weeks
(b)	Geological survey	none
(c)	Anomaly investigation	12 weeks
	Total	19 weeks.

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Stage II:

(a) Detail grid layout and complete survey, 15 grids, four 2-man crews; est. 3 weeks per grid per crew; total requirement, with weather factor: 13 weeks

(b) Pack-Sack drilling, 1 drill, 2 crews; est. 1 grid per week, total requirement: 15 weeks

(c) Report preparation, all prospects: 4 weeks

Recapitulation, Stage II:

(a)	Grid survey	13 weeks
(b)	Drilling	15 weeks
(c)	Reports	4 weeks
	Total	32 weeks.

Stage III;

(a) Drilling six prospects, est. 30'/shift/day, two shifts, 6-day week; total 2,500' per prospect; to be drilled concurrently; 3-1/2 weeks drilling time; 1/2 week down time; 1 week moving time; total requirement: 5 weeks

(b) Final report preparation: 4 weeks

Recapitulation, Stage III:

(a)	Drilling	5 weeks
(b)	Reports	4 weeks
	Total	9 weeks.

RECAPITULATION, TOTAL PROGRAM:

Stage I:	19 weeks
Stage II:	32 weeks
Stage III:	9 weeks
TOTAL:	60 weeks.

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ATTACHMENT F

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5. Experience:

The exploration program outlined herein, although localized, will have access to the entire technical staff and operational facilities of Roland F. Beers, Inc.

The geophysical surveying program was accomplished wholly by Staff personnel. Geological interpretations were made with the aid of consultants. The preparation of this application, with the recommendations and decisions incorporated, was a Staff function.

The Corporation has for several years been conducting an extensive geological, geophysical and geochemical prospecting program in the eastern United States. This program has included prospect drilling.

Roland F. Beers is president of the Corporation and provides overall managerial direction. Further, Dr. Beers acts as geophysical consultant on all individual projects.

Beers, Roland F. - Consultant and General Manager:
b. June 6, 1899, Ed. R.P.I. '21 E.E., M.I.T. '28 S.M. (E.E. and Math.), Harvard Grad. Sch. Arts and Sc. '40-'41, Ph.D. (Geol.) '43.
Professional Experience: '21-'22, Inst. Physics and E.E., R.P.I.; -'23 Engg. Dept. Western Elec. Co., N.Y.C.; -'27, Raytheon Mfg. Co.; -'28, Sub. Signal Co.; -'37, V. Pres. G.S.I., Dallas; -'52, Chm. Bd. and Pres. Geotechnical Corp., Dallas; -'46 to '56, partner, Beers and Heroy, Troy, N.Y. and Dallas; '55 to date, President, Roland F. Beers, Inc., Troy; '43-'46, Research Assoc., M.I.T.; -'47-'48, Lecturer, R.P.I.; '49-'52, Professor of Geophysics and Head, Dept. Fuel Resources, R.P.I.; '48-'51, Director, W. & L. E. Gurley Co., Troy; '48-'57, Director Aeromagnetic Surveys, Ltd., Toronto, Canadian Airborne Geophysics, Ltd., Toronto and Hunting Geophysics Ltd., London, England. '50 to present, Director, Manufacturers National Bank, Troy.
Fellow, G.S.A., Amer. Acad. Arts & Sciences, N.Y. Acad. Sci., A.A.A.S., Chmn. J.R.D.B. Cte. on Geophysics, '46, Member Nat. Res. Council Cte. on Meas. Geol. Time, '47 to date; A.S.T.M. Ctes. on Surface and Sub-surface Exploration and Dynamic Properties of Soil, '47 to date; U.S. Delegate to I.U.G.G. Rome, '54; Member, Panel on Seismology and Gravity, International

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Beers, Roland F. continued -

Geophysical Year, '55-. A.G.I. Delegate to Nuclear Engineering and Science Congress, '55, Member, Petroleum Industry Radioactivity Advisory Cte., -'55; Member, S.E.G., S.Ex.G., S.E.P.M., A.A.P.G., A.I.M.E., Seis. Soc. Amer., A.G.U., Can. I.M.M.E., I.R.E.

*****

The exploration program as outlined in this application, will be under the immediate supervision of Robert S. Young, assisted by Donald E. Wyke.

Young, Robert S. - Regional Geologist and Branch Manager, P. O. Box 55, Rockport, Maine, b. April 14, 1922, m. '45; c. 2; B.A. Virginia, '50; M.A. '51, Ph.D. (Geol.) Cornell, '54; U.S.A.A.F. '42-'45.
Field geologist, State Geological Survey, Va., '52; Stratigrapher-Structural Geologist, Va. Div. Geol., '53-'56; Lecturer, Harpur Coll. '53-'54; Consulting Geol. '54-'56; Exploration Projects, United Carbon Co., Roland F. Beers, Inc.; Branch Mgr. and Regional Geol., Roland F. Beers, Inc '56-current. Stratigraphic, structural and economic studies in northern Shenandoah Valley; geological and geophysical exploration for sulfides in eastern United States.
Soc. Econ. Paleo. and Min.; Min. Soc. Am.; Paleo. Soc.; Am. Assn. Petrol. Geol.; Geol. Soc. Am.; R.E.S.A.; Sigma Xi; Sigma Gamma Epsilon; Appl. Geol. Soc.

Wyke, Donald E. - District Geologist:
b. Jan. 2, 1919, m. '42, c. 4; Ed.: U. of Wyo., B.S. '55; M.S. '56; U.S.N.R. Naval Aviation '42-'45.
Beers and Heroy, '52-'55; Uranium Exploration, '55-'56; District Geologist, Roland F. Beers, Inc., '56-current.

*****

Profs. Shepard W. Lowman and James R. Dunn are geological consultants to the Corporation.

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Lowman, Shepard W (etmore) - Prof. Geology, R.P.I., Troy, N Y.
b. May 22, 1899, m. '23. c. 2.
Ed.: A.B. Columbia '23; M.A. '27; Ph.D. (Stratigraphic Geology) '49.
Professional Experience: Paleontology Int. Petrol. Co., Mex., '23-'25. Consulting geologist '27-'28. Stratigrapher, Skelley Oil Co., Tulsa, Okla. '28-'29. Stratigrapher, Mid-Continent Petrol. Corp., '29-'36. Geologist, Shell Oil Co., Houston, '36-'37; Stratigrapher and Chief Paleontologist, '37-'45; Research Geologist, '45-'50 Prof. Petroleum Geology R.P.I., Troy, '50 - . Marine Corps '18-'19.
Fellow, A.A.A.S., Assn. Geol. Teachers, A.A.P.G., Geophysical Union. Fellow, G.S.A., Soc.Econ.Pal. & Min.; A.P.I., Rocky Mtn.Geol. Soc., Fellow, Tex. Acad. Sci.; Tulsa Geol. Soc. (V Pres. and Editor '32). Chairman Research Comm. A.A.P.G. '44-'47. Chairman, Comm Habitat of Oil, A.A.P.G. '52-'54; Editor, Directory of Geologic Departments in U.S. and Canada; Amer. Geol. Inst. '51-'54; Assn. Geol. Teach. '55-'56; Member, Committee Education and Public Relations, A.G.I. '54-'56, President, Eastern Section Assn. Geol. Teachers, '53.
Stratigraphy and stratigraphic methods as related to geologic structure and sedimentary facies, especially in subsurface geology. Bibliography, 23 titles, esp. Sedimentary Facies in Gulf Coast, A A.P.G '48.

Dunn, James R (obert)
b. October 18, 1921; m., c. 4.
Education: B.A., U. of Cal., Berkeley, '43;
Ph.D. (Geology) U. of Cal , '50.
U.S.N. '43-'45. Geologist for New Idria Quicksilver Mining Co. '46-'47; Teaching ass't. U.C. '47-'50; Ph.D , Geology and Mining of Mona Lake, Calif.; Ass't. Prof., R.P.I., Troy, '50-'54; Assoc. Prof. R.P.I., '54 - ; Geologist for Iron Ore Co., Canada, Labrador, field season '51; Geologist for Shell Oil Co., Montana, field season '52; Geologist, N.Y.State pyrite deposits near Canton, Spring '53; Geologist in charge of limestone survey of N.Y.State, '54-'55 - ; Consultant for various individuals and groups including AEC metallurgical research, limestone quality control Callanan Road Improvement Co., manganese prospects, Adirondack Foundries, Inc., etc.
Papers - Geology of Mona Lake Area, Tufa of Mona Lake, Anthraxolite of Mohawk Valley, Plastic Models for teaching optics; GSA, AIMME, Theta Tau Geological Fraternity.

Attachment G

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ATTACHMENT G

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6. **Estimate of Costs.**

(a) Independent contracts.
The standard drilling, to be performed under Stage III on each of six prospects, will be contracted independently. It is not possible to now define these prospects; therefore, specific bids cannot be submitted. The ensuing cost estimates are based on a bid by E. J. Longyear Co. to drill similar rocks in eastern Maine (see DMEA application, Crawford Pond Prospect, Docket No. 4797). Further, each projected prospect is treated as an entity, but it is assumed that all will be drilled during the same time interval.

Drilling Costs:

i.	Moving costs, per rig	$ 600.00
ii.	Soil drilling at $4/ft., est. 100 ft.	400.00
iii.	NX (BXc) drilling, est. $4.30/ft., est. 100 ft.	430.00
iv.	AX (BX w.l.) drilling, est. $4.00/ft., est. 2,300 ft.	9,200.00
v.	Down time for all reasons, 10 hrs. at $7.50 per hour	75.00
	Total Cost Each Prospect	$10,705.00
	Total Cost, Drilling Six Prospects	$64,230.00

(b) Personal Services.
Stage I:

(a)	Geological survey; 2 geologists, five weeks, prior to beginning of contract work	No cost.
(b)	Magnetic survey; 3 geologists/geophysicists at $135/week; 4 7 weeks, $945.00 each	$ 2,835.00 × 1080.00
	3 field assistants at $75/week, 4 7 weeks, $525.00 each	1,575.00 × 600.00
	Total	$ 4,410.00

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(c)	Anomaly investigation;	
	4 geologists/geophysicists at $135/week; 12 weeks; $1620 each	$ 6,480.00
	4 assistants at $75/week; 12 weeks; $900 each	3,600.00
	Total	$10,080.00
(d)	Geophysical and geological consultants; 2 at $50/day for 19 days	$ 950.00

Total Cost, Stage I:

(b)	$ 4,410.00
(c)	10,080.00
(d)	950.00
	$15,440.00

Stage II:

(a)	Grid layout and survey;	
	4 geologists, $135/week; 13 weeks; $1,755 each	$ 7,020.00
	4 assistants, $75/week; 13 weeks; $975 each	3,900.00
		$10,920.00
(b)	Prospect drilling;	
	2 drillers at $100/week; 15 weeks; $1500 each	$ 3,000.00
	2 assistants at $60/week; 15 weeks; $900 each	1,800.00
		$ 4,800.00
(c)	Geophysical and geological consultants; 2 at $50/day for 28 days	$ 1,400.00

Total Cost, Stage II:

(a)	$10,920.00
(b)	4,800.00
(c)	1,400.00
	$17,120.00

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Stage III:

(a)	Drilling stage, 2 geologists to service drilling at $135/week; 5 weeks; $675 each	$ 1,350.00
(b)	Report preparation, 2 geologists at $135/week; 4 weeks; $540 each	1,080.00
	Total - Stage III	$ 2,430.00

General Program:

i.	Secretary at $50/week, 60 weeks	$ 3,000.00
ii.	Geologist-administrator, $250/week, 60 weeks	15,000.00
	Total - General	$18,000.00

Total Cost, Personal Services

Stage I	$15,440.00
Stage II	17,120.00
Stage III	2,430.00
General	18,000.00
Total - Item 6(b)	$52,990.00

(c) Operating materials and supplies.

i.	Core boxes, est. cap. 30' each; est. $3/box; 500 boxes	$ 1,500.00
ii.	Drill bits, EX, 20 at $35 each	700.00
	Total - Item 6(c)	$ 2,200.00

(d) Operating equipment:

i. Provided by applicant:

a. Chevrolet truck, 1955, 1-ton panel (or equivalent) est. market value $1500.

b. Sharpe SE-100, vertical loop EM unit complete, market value $2000.

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c. Beers horizontal loop EM unit complete, market value $2000.
d. "Pack Sack" drill unit complete, market value $1000.
e. Wild T-12 theodolite, market value $200.

ii. To be rented or purchased:
a. Three Sharpe A-2 magnetometers, purchase at $2,000 or rent at $150/mo.

or

b. One Sharpe A-2 magnetometer at $2,000 and two A-3 magnetometers at $870.

(e) Initial rehabilitation and repairs: None.

(f) New buildings, fixtures, and installations:
Rental of core storage facilities, 6 months at $25/mo. $ 150.00

(g) Miscellaneous:

i.	Office supplies, map reproduction, etc.	$ 200.00
ii.	Telephone and Telegraph	100.00
iii.	Accounting, entire project	2,000.00
iv.	Mileage, est. 43,200 miles at $0.08/mi., est.	3,500.00
v.	Federal Unemployment, Maine Unemployment, F.O.A.B., Public Liability, est. $5.93/$100 of payroll	3,121.00
vi.	Assays, est. 45 @ $10.00 (Ni-Co-Cu)	450.00
	Total - Item 6(g)	$ 9,371.00

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

Recapitulation, Entire Program:

(a)	Independent contracts	$ 64,230.00
(b)	Personal services	52,990.00
(c)	Operating supplies	2,200.00
(d)	Operating equipment	
(e)	Initial rehabilitation	
(f)	Core storage	150.00
(g)	Miscellaneous	9,371.00
	TOTAL CONTRACT	$128,941.00

Attachment H

ATTACHMENT H

ROLAND F. BEERS, INC.
P. O. Box 1019
Troy, New York

7. (a) Yes.

(b) Money will be provided to pay our share of the costs.

OFFICIAL FILE COPY
DMEA
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DATE

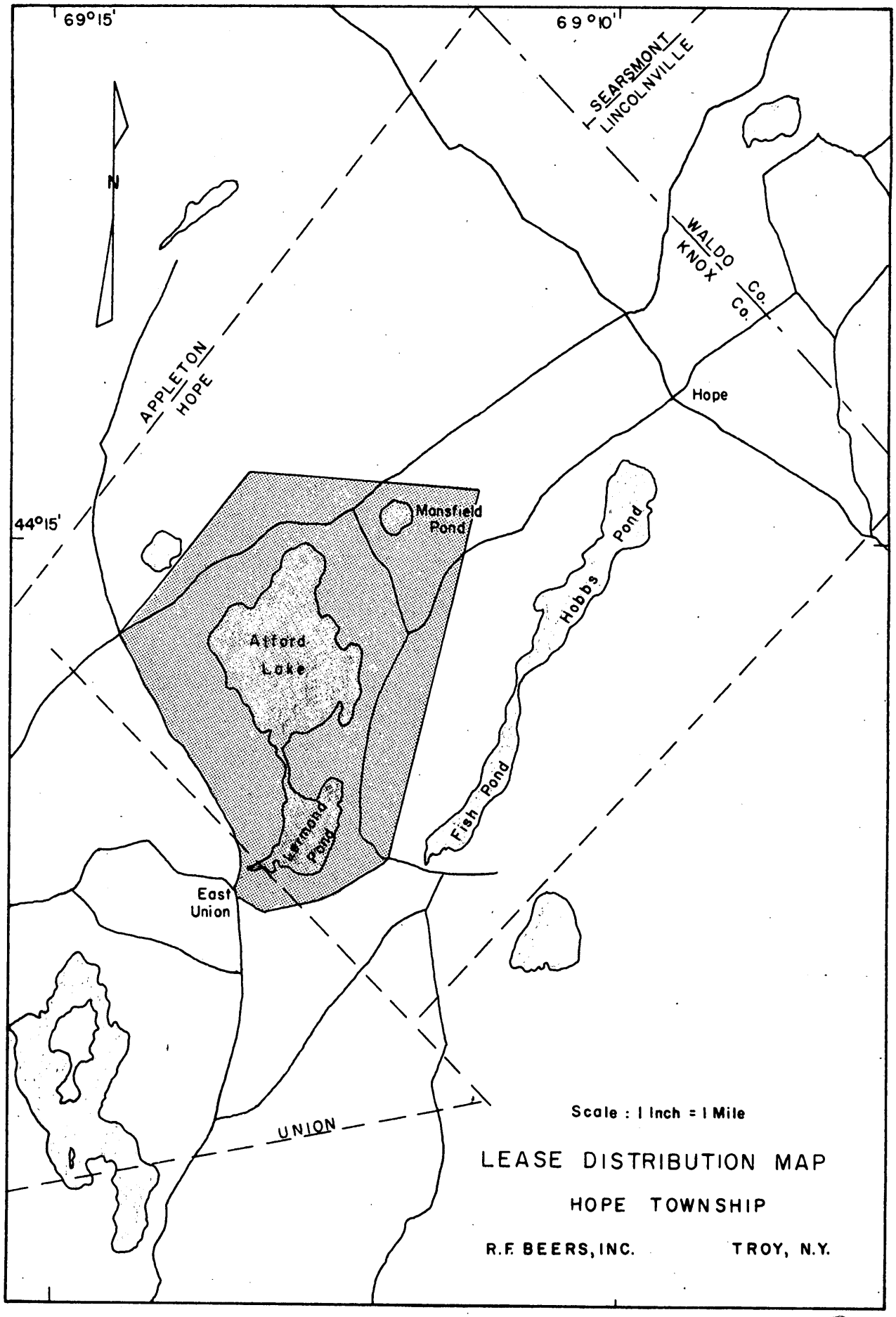
69°15'
69°10'
SEARSMONT
LINCOLNVILLE
N
WALDO
KNOX
Co.
Co.
APPLETON
HOPE
Hope
44°15'
Mansfield Pond
Hobbs Pond
Alford Lake
Fish Pond
Lermond Pond
East Union
UNION
Scale : 1 Inch = 1 Mile
LEASE DISTRIBUTION MAP
HOPE TOWNSHIP
R.F. BEERS, INC.
TROY, N.Y.

Fig. 3

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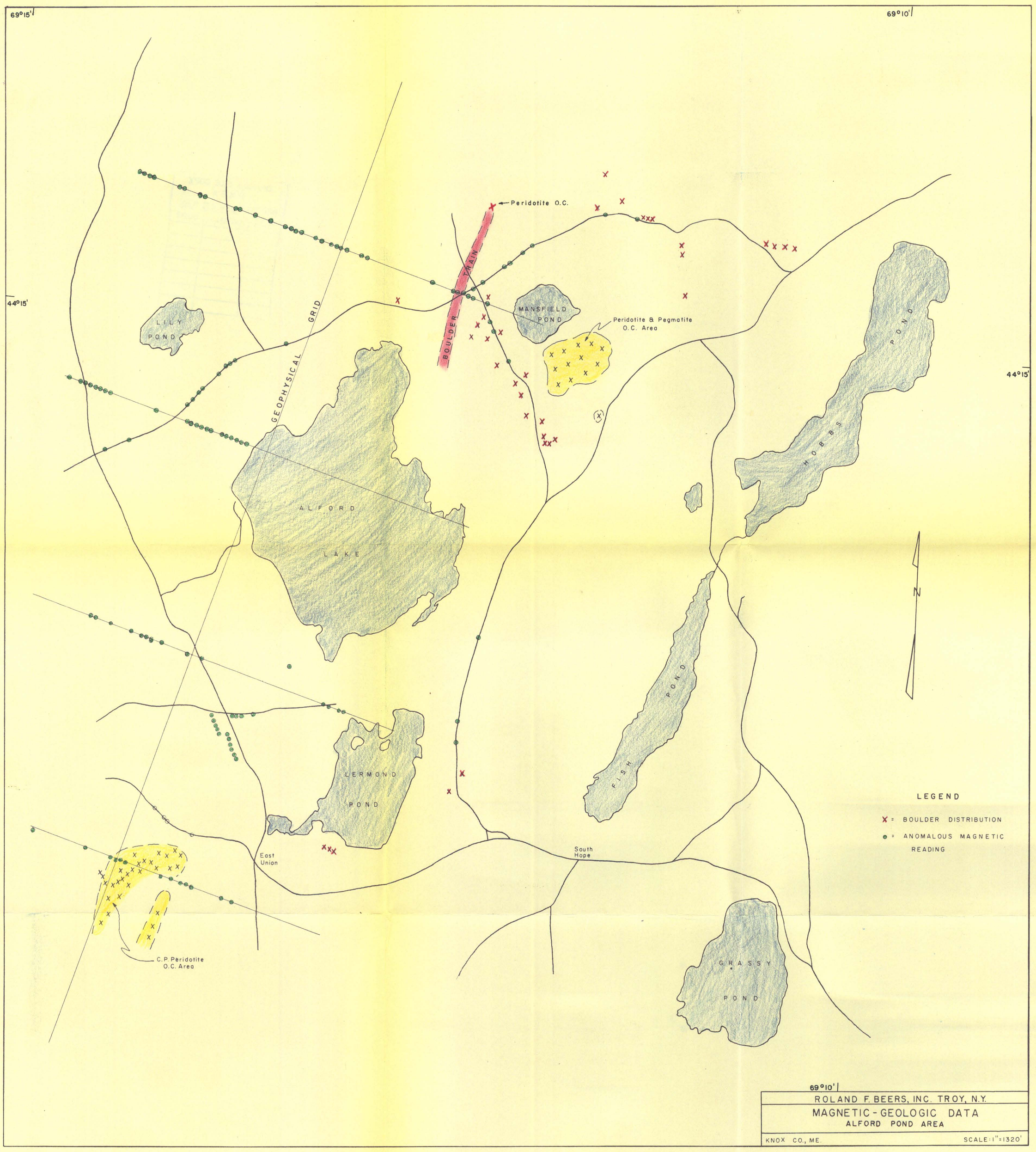
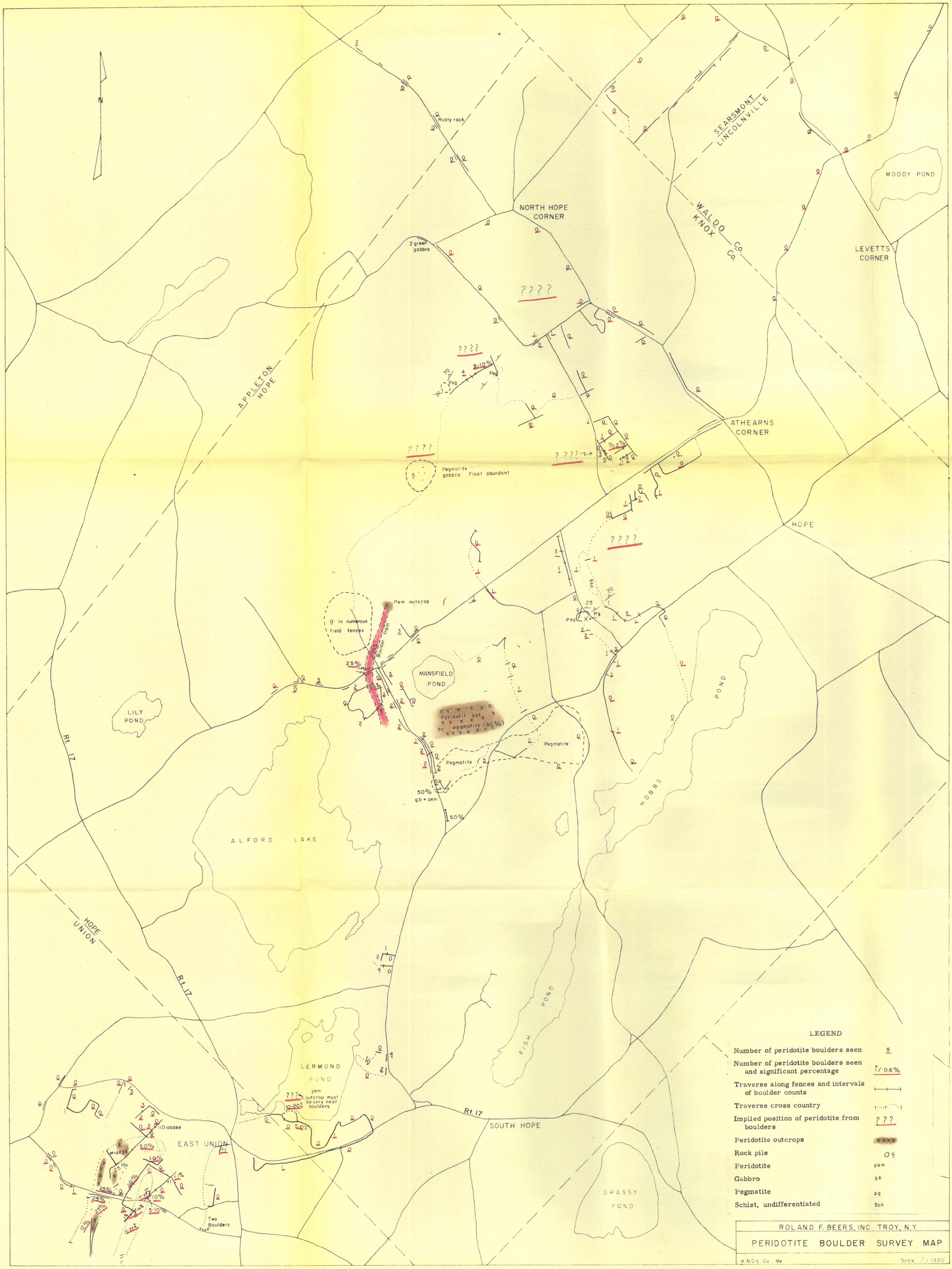
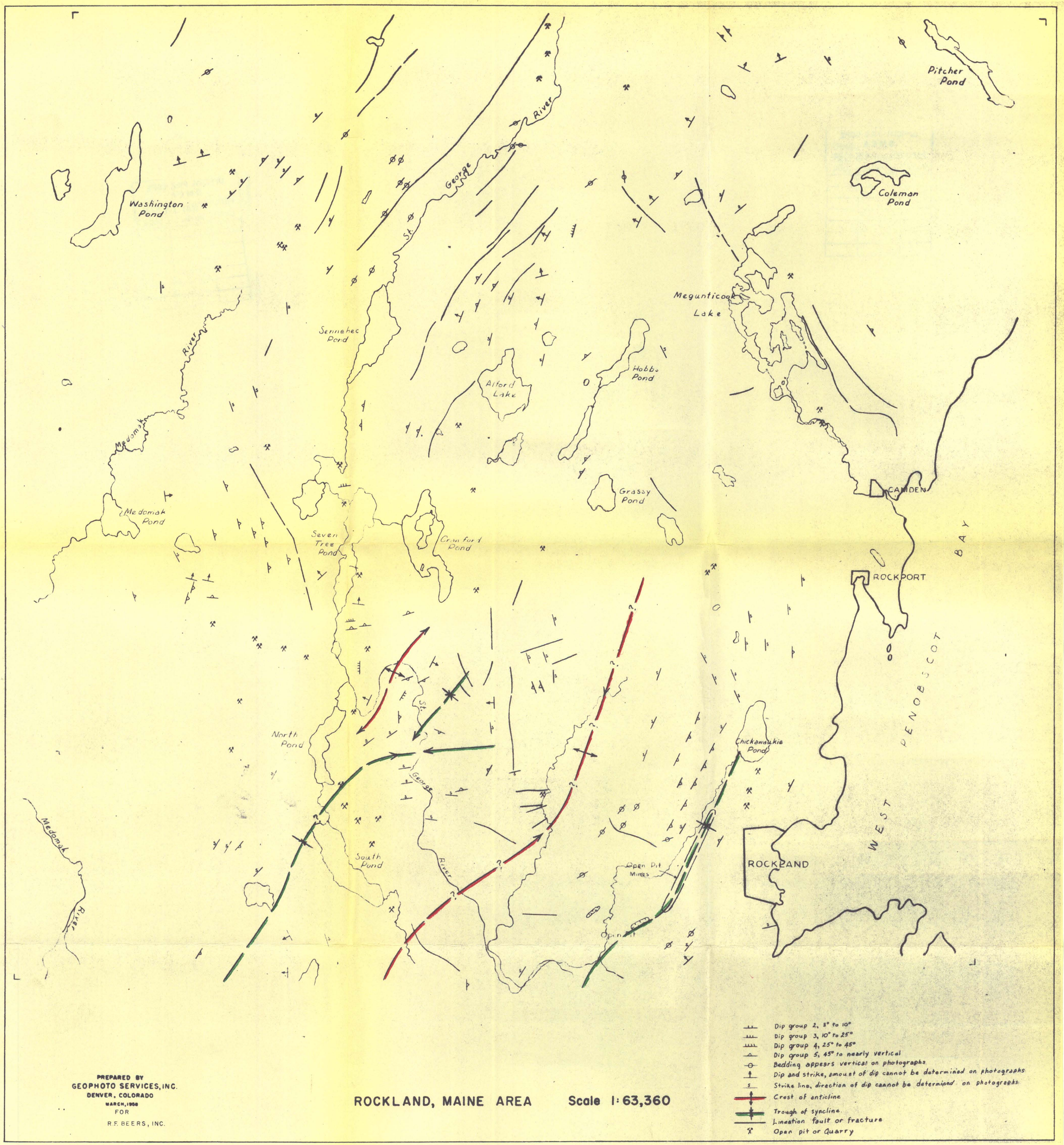
DATE	INITIALS	CODE

N
CAIN POND
McCLURE POND
UPPER MASON POND
MASON POND
BELFAST
BELFAST BAY
44° 25'
TILDEN POND
LAWRY POND
PITCHER POND
44° 20'
LEVENSELLER POND
KNIGHT POND
WALDO Co.
KNOX Co.
COLEMAN POND
MOODY POND
NORTON POND
PENOBSCOT BAY
WEST
SENNEBEC POND
44° 15'
69° 00'
ALFORD LAKE
HOBBS POND
MEGUNTICOOK LAKE
FISH POND
HOSMER POND
CAMDEN
GRASSY POND
OYSTER RIVER POND
POND
CRAWFORD
69° 5'
69° 15'
69° 10'
AREA OF EXPLORATION COVERED TO DATE
Scale 1 In. = 1 Mi.
ROLAND F. BEERS, INC. TROY, N.Y.
HOPE - LINCOLNVILLE
EXPLORATION AREA


69°15'
69°10'
44°15'
44°15'
Peridotite O.C.
BOULDER TRAIN
GEOPHYSICAL GRID
LILY POND
MANSFIELD POND
Peridotite & Pegmatite O.C. Area
ALFORD LAKE
HOBBS POND
FISH POND
LERMOND POND
East Union
South Hope
GRASSY POND
C.P. Peridotite O.C. Area
N
LEGEND
X = BOULDER DISTRIBUTION
● = ANOMALOUS MAGNETIC READING
69°10'
ROLAND F. BEERS, INC. TROY, N.Y.
MAGNETIC-GEOLOGIC DATA
ALFORD POND AREA
KNOX CO., ME.
SCALE: 1"=1320'


N
Rusty rock
SEARSMONT
LINCOLNVILLE
MOODY POND
NORTH HOPE
CORNER
WALDO Co.
KNOX Co.
LEVETTS
CORNER
2 green gabbro
????
APPLETON
HOPE
ATHEARNS
CORNER
Pegmatite
gabbro Float abundant
HOPE
Pem outcrop
0 in numerous field fences
Boulder train
25%
MANSFIELD
POND
LILY
POND
Peridotite cut by pegmatite (90%)
Pegmatite
50%
gb + pem
50%
POND
HOBBS
Rt. 17
ALFORD LAKE
HOPE
UNION
Rt. 17
FISH
POND
LERMOND
POND
pem outcrop must be very near boulders
10-20%
5-10%
Rt. 17
SOUTH HOPE
11 Diabase
EAST UNION
5.0%
1.0%
25%
10%
<1%
Two Boulders
GRASSY
POND
LEGEND
Number of peridotite boulders seen 5
Number of peridotite boulders seen and significant percentage ?/ 0.6%
Traverse along fences and intervals of boulder counts
Traverse cross country
Implied position of peridotite from boulders ???
Peridotite outcrops
Rock pile 0 6
Peridotite pem
Gabbro gb
Pegmatite pg
Schist, undifferentiated Sch
ROLAND F. BEERS, INC. TROY, N.Y.
PERIDOTITE BOULDER SURVEY MAP
KNOX Co., Me
Scale 1" = 1320'



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GEOPHOTO SERVICES, INC.
DENVER, COLORADO
MARCH, 1958
FOR
R.F. BEERS, INC.

ROCKLAND, MAINE AREA Scale 1:63,360