RELEASE AND TERMINATION OF MINING LEASE

This Release and Termination of Mining Lease, executed as of February 6, 1976, by Knox Mining Corporation, a corporation organized and existing under the laws of the State of Maine, with its principal business office in Rockland, Maine as Lessee,

W I T N E S S E T H:

WHEREAS, by a certain Mining Lease dated as of June 29, 1972, Woodrow W. Gould & Anna M. Gould (his wife) as Lessor, leased to Knox Mining Corporation, as Lessee, and the Lessee leased from the Lessor, all and every prospecting, quarrying and mining right and privilege in and upon the following described tract or tracts of land: 13 acres

The premises situated in Knox County, Maine and described in the deed of Burleigh M.F.Esancy & Beulah H. Hilt to Woodrow W. Gould & Anna M. Gould dated June 25, 1941 and recorded in the Knox County Registry of Deeds, Book 168 Page 480. Reference is hereby made to said deed and record thereof for a more complete description of the premises.

and

WHEREAS, a Memorandum of the Mining Lease dated as of June 29, 1972, was executed by the Lessor and the Lessee and recorded in the Knox County Registry of Deeds, Book 532 Page 730; and

WHEREAS, the Lessee desires to release and terminate said Mining Lease and all its rights and privileges thereunder and all its rights and privileges in and upon the above described tract or tracts of land, in accordance with the provisions of the Mining Lease;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, Knox Mining Corporation, as Lessee, does hereby release and terminate said Mining Lease and all its rights and privileges thereunder and all its rights and privileges in and upon the above described tract or tracts of land.

IN WITNESS WHEREOF, Knox Mining Corporation has executed this Release and Termination of Mining Lease as of the day and year first above written.

KNOX MINING CORPORATION

by John G. Stone
Vice President

KNOX MINING CORP. CORPORATE SEAL 1966 MAINE

(Corporate Seal)

State of Maine)
)ss
Knox County)

Personally appeared the above named John G. Stone, Vice President of Knox Mining Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me this 4th day of March, 19 76.

Laurie M. Morey
Notary Public

My commission expires 4/25/80

LAURIE M. MOREY NOTARY PUBLIC MAINE

State of Maine, Knox ss: Registry of Deeds
Received March 4,1976 at 2 H 47M P.M.
and recorded in Book 630, Page 50.
Attest: Henrietta L. Moulaison Register.

90-1-125

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 14 1960

DATE	INITIALS	CODE

MINING LEASE

FROM

LEROY G. WILLIAMS
1 Kung Philip St
Raynham Ct. Mass.

TO

ROLAND F. BEERS, INC.
TROY, NEW YORK

Date of Lease May 14, 1960

Number of Acres 10 more or less

Town of Union

County of Knox

State of Maine

Expiration of Definite Term Five Years (May 14, 1965)

RECORDER'S DATA

Received for Record _____ M.

Recorded _____ M.

Recorded _____ M.

in Book _____ Page _____

_____ Number

of _____

S. C. Deed: Book 327, Page 235

Heirs of Augustus E. and Laura G. Williams
to
Leroy G. Williams, Raynham, Bristol Co., Massachusetts

"situated in Union and bounded and described as follows: -
Beginning at a stake and stones on the eastern shore of Crawford's Pond at the southwest corner of land formerly of Thurston Whiting, thence easterly by Thurston Whiting land fifty-two and three-fourths rods to a stake and stones at the northwest corner of land formerly of Joseph and William Vaughn, thence southerly and westerly by land of said Vaughn thirty-one rods and fourteen links to a stake and stones, thence westerly by a line parallel to the first named line to a stake and stones on the shore of said Crawford's Pond, thence northerly and easterly by shore of said pond to the first mentioned bounds, containing ten acres more or less."

Agreement

Made and entered into this 4 day of November A. D., 19 60 by and between

Leroy G. Williams

of Raymham Center County of Bristol

and State of Massachusetts 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 lot 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 the Town of Union and County of Knox and State of Maine, being all of their right, title and interest in and to the premises conveyed by ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ Heirs of August E. and Laura G. Williams to Leroy G. Williams ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ by a deed dated November 28, 1952 and recorded Knox Co. Maine in Liber No. 327 of Deeds at Page 235 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 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, 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 to use all rights thereto and on payment of the damage to the surface by such deposit of rock waste and rig 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 ------ [illegible] 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 [illegible] in 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 [illegible] 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, received by the Lessee in each month from all marketable nonmetallic mineral products produced from ores 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 from 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 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 and other payments under this agreement shall be paid (a) to Lessor at ---- 1 King Philip St. Raynham Ch. Mass. or (b) as Lessor may in writing designate.

11. (RECORDS AND REPORTS) Lessee agrees to keep an accurate record of all ores [illegible] 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 stipulations 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 enforced when lessee claims no breach or violation has occurred or that the same has been removed or corrected as nearly as pos-

date within the ninety (90) day period, in which event the same shall be treated for arrears in accordance with Paragraph 18 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 ..... 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: Leroy G. Williams, [illegible] Street, Rainham Ctr., Mass.

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 other warranties, representations or promises have been made or relied upon by Lessor or Lessee subsequent to this 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

[illegible]
Adam Barrera
Kenneth P. [illegible]

LESSOR

Leroy G. Williams (SEAL)
(SEAL)
(SEAL)
(SEAL)

LESSEE
ROLAND F. BEERS INC.

[illegible]

By [illegible] Authorized Agent (SEAL)

STATE OF Massachusetts
COUNTY OF Essex

I, Helen M. Murzak, a Notary Public in and for the State and County aforesaid do hereby certify that Leroy G. Williams 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 14th day of May, 1962.

Helen M. Murzak
Notary Public

My Commission Expires:
My Commission Expires
May 12, 1962

STATE OF NEW YORK
County of Rensselaer

On this 21st day of May in the year Nineteen Hundred Sixty [illegible] before me personally came Stanley H. Stickney to me known, who, being by me duly sworn did depose and say that he resides in the City of 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.

[illegible]
Notary Public in the State of New York
County of Rensselaer

My Commission Expires:
March 30, 1962

Lease No. 9.0-1-126
(9.0-1-124 on map)

OFFICIAL FILE COPY
O. M. E.
RECEIVED NOV 14 1960

DATE	INITIALS	CODE

MINING LEASE

From

Elmer C. Hart and Lois M. Hart

R. D. #2

Union, Maine

To

ROLAND F. BEERS, INC.
Troy, New York

Date of Lease October 31, 1960

Number of Acres Twenty-four (24) more or less.

County of Knox

State of Maine

Expiration of Definite Term

RECORDER'S DATA

Received for Record

Recorded

In Book Page

of _____ County, Maine

Roland F. Beers, Inc. letter 11/9/60

MINING LEASE AGREEMENT

Made and entered into as of October 31st, 1960, by and between ELMER C. HART, and LOIS M. HART, his wife of R. D. #2, Union, Knox County, State of Maine ---, parties of the first part, hereinafter referred to as LESSOR, and ROLAND F. BEERS, INC., of Troy, New York, party 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 exploration, development, 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 purposes of exploration, development, mining, quarrying, processing, removal and sale of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by LESSOR and situated in Union Twp., Knox County and State of Maine, being all of their right, title, and interest in and to the premises described below:

Beginning at a stake standing at the northwesterly corner of the same on the shore of Crawford's Pond, so-called, thirty-three and one-half (33-1/2) rods from the southwesterly corner of land of John Payson on said Pond; then south, forty-one degrees east, one hundred and thirty-three (133) rods to a birch tree marked on three sides at land of Christopher Young; thence south, twenty-two degrees west, on said Young's land, thirty-three (33) rods to a notch cut in a large hemlock tree blown down; thence north, forty-one degrees west, one hundred and eighteen (118) rods to Crawford's Pond at a bush marked on three sides; thence northeasterly by said Pond thirty-one (31) rods to the point of beginning; containing twenty-four (24) acres more or less.

Conveyed by Clarence E. Hilt to Elmer C. Hart, dated February 4, 1946, Recorded in the Registry of Deeds, Knox County, Maine, Book 287, Page 180 and Recorded February 6, 1946.

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. LESSEE shall also pay, during the term of this lease, all increases above present town taxes levied against the LESSOR's property, excluding taxes on other buildings or improvements built by the LESSOR, and excluding increases in taxes due to use of the premises as rental property by the LESSOR for residences or business.

4. (TERMS) This lease shall run for a term of twenty-five (25) years, and so long thereafter as mining or milling operations are performed or maintained on said leased premises, unless terminated sooner as herein provided. LESSEE may renew said lease for a similar term of years on the same terms and conditions as herein provided, in which event LESSEE shall give LESSOR written notice of its intention to do so on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties, advanced or otherwise, shall continue to be paid as though said lease had never been terminated.

Should mining or milling operations be in a state of low market suspension as defined in Paragraph 8 hereof, during the term of this lease or any renewals thereof; the then cumulative period of suspension during the term of the lease will be added at the end of the current lease term so as to extend the term by such period of suspension.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the LESSORS in the surface land rights necessary for exploring, developing and operating any mine or mines in said land, or operating mills on said land. LESSEE shall have the 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 shall, however, use one roadway to and from any mine or mill on said land. 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 stock-piled, milled and prepared for market thereon or on other lands, separately or 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 stock-piling, 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 the LESSOR has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from other lands, or (c) doing both (a) and (b), LESSEE shall pay LESSOR Five Hundred Dollars ($500.00) 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 lease, all rock waste and tailings resulting from the operation of any mines located on said premises may be sold by LESSEE, and LESSEE shall pay to LESSOR Fifty Percent (50%) of the net sales price, if the material is used as road ballast. If, however, the tailings are run through a beneficiating plant for the purpose of recovering metals then the LESSOR shall receive royalties as outlined in Paragraph 10 of this agreement. Rock waste or tailings from such beneficiating plant may be re-beneficiated as many times as seems profitable to the LESSEE, but whenever the rock waste is sold as such then the LESSEE shall pay the LESSOR Fifty Percent (50%) of the sale price. It is agreed that either LESSOR or LESSEE shall have the right to use, without cost so much of said rock waste 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 the case of forfeiture or surrender of this lease all tailings and waste, not sold, 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 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 otherwise use any portion of the surface of the leased premises, LESSEE 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 waste. 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 of 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 or metals pertinent in connection with mining or milling, so long as LESSEE shall deem necessary, while the conditions of 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 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) LESSEE shall pay to LESSOR a royalty of at least Five Hundred and no/100--- Dollars ($ 500.00) a year beginning January 2, 19 62 and continuing during the life of this lease. In any year when this amount exceeds the earned royalty, the excess shall be construed as advanced royalty and shall be repaid by LESSOR, but only out of earned royalty and at a rate not to exceed One Thousand and no/100--- Dollars ($ 1,000.00) a year.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the metal market to prices at which, in the sole judgment of the LESSEE, it is uneconomic to continue mining operations on the leased property, the LESSEE may suspend all operations until, in his sole judgment, prices of metals again justify such operations. The advanced royalty of Five Hundred and no/100--- Dollars ($ 500.00) shall be paid yearly in advance during such periods of suspended work, and such sums shall be subtracted from royalty payments in succeeding years at a rate not to exceed One Thousand and no/100--- Dollars ($1,000.00) a year. The suspension of such work year shall not exceed a total of ten (10) years during any term of this lease unless specifically agreed in writing by the LESSOR.

9. (INDEMNITY) LESSEE agrees to indemnify LESSOR against and hold LESSOR harmless from any loss or liability on account of debts incurred by LESSEE in connection with their operation hereunder or on account of mechanic's liens or other liens or encumbrances resulting from such debt. LESSEE agrees to indemnify LESSOR against and hold LESSOR harmless from any loss or liability arising from the claims of third persons for damages to persons or property arising out of LESSEE's use of the leased premises pursuant to the terms of this lease.

10. (EARNED ROYALTIES) LESSEE shall pay to the LESSOR a royalty of Five Percent (5%) of the net proceeds 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 Percent (5%) of the net smelter return, received by LESSEE, of such sulfide and other 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 salable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold, Silver, and any other metallic minerals or sulfur economically recoverable. "Net smelter return", for the purposes hereof when used with respect to the minerals listed above, means the price established at the 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.

11. (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 smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to LESSOR at R. D. #2, Union, Maine, or (b) as LESSOR may in writing designate.

12. (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 the 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, in addition to all mining maps and records of mining on the demised premises or on adjacent premises operated jointly with the demised premises.

If requested by LESSOR, LESSEE will furnish to LESSOR an annual non-technical report setting forth and describing the exploration and/or development which was accomplished by LESSEE during the preceding year.

13. (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 possible within the ninety (90) day period, in which event the same shall be submitted for arbitration in accordance with Paragraph 18 of this lease. Provided further that no forfeiture shall be asserted based on cessation or delays in operation hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law, 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, including all surface and sub-surface rights granted herein except as specifically stated to the contrary

in Paragraph 5 of this agreement, in proper form to be recorded in the Knox County, Maine, Registry of Deeds.

14. (SURRENDER) LESSEE may at any time during any five (5) year period of this lease or any renewal thereof computed from January 2, 1962, when not in default, surrender this lease by executing and tendering to LESSOR a written release thereof, including all surface and sub-surface rights granted herein except as specifically stated to the contrary in Paragraph 5, in proper form to be recorded in the Knox County, Maine, Registry of Deeds, and from and after such tender, LESSEE shall be released and relieved from all further obligations and liabilities 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 five (5) year periods during which this lease is in full force and effect. 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 Registry of Deeds, Knox County, Maine, and paying the recording fee. Upon surrender as set forth in this paragraph, LESSEE shall be obligated to pay or have paid the advance royalties as aforesaid, only for the periods computed from January 2, 1962 to the date of the termination of the last five (5) year period for which surrender is made by LESSEE.

15. (PROPERTY CONDITION) In the event of termination of this lease, for any reason, LESSEE agrees to leave the premises in such condition as shall at that time be required by the laws of the State of Maine.

If during a period of one (1) year following such termination LESSOR shall, in his sole discretion, consider it necessary to cover or fence shafts, pits or excavations dug or left by LESSEE, LESSEE agrees to pay the first Fifteen Hundred Dollars ($1500.00) of such cost and one-half (1/2) but not more than Fifteen Hundred Dollars ($1500.00) of any additional cost of such fences or coverings.

The provisions of Paragraph 9 (Indemnity) hereof shall continue to be in full force and effect for a period of one (1) year following such termination.

16. (TIMBER REMOVAL) All standing timber on the leased premises is the property of the LESSOR and may be removed at any time prior to mining operations. LESSOR shall be given ninety (90) days notification of the intent of LESSEE to construct a mill or other plant facilities or begin mining operations in order that the standing timber may be removed without conflict of operations.

17. (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: Elmer C. Hart and Lois M. Hart
R. D. #2
Union, Maine

LESSEE's ADDRESS: Roland F. Beers, Inc.
P. O. Box 1019
Troy, New York

18. (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.

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

20. (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 this thirty-first day of October, 1960.

In the presence of:

LESSOR

(seal)

(seal)

LESSEE

ROLAND F. BEERS, INC

By (seal)
President

Assistant Secretary

STATE OF

COUNTY OF

I, Lynwood B. Hilt a Notary Public in and for the State and County aforesaid, do hereby certify that Elmer C. Hart and his wife Maria M. Hart personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this day of November 196 0.

Lynwood B. Hilt
Notary Public

My Commission Expires: May 28, 1965

STATE OF New York

COUNTY OF Rensselaer

On this 31st day of October 1960, before me personally came Roland F. Beers--- 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 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.

[illegible]
Notary Public

My Commission Expires:

March 30, 1962.

[illegible]
Commission expires March [illegible] 1962

90-1-728

OFFICIAL FILE COPY
O. M. E.
RECEIVED JUN 14 1961

DATE	INITIALS	CODE

MINING LEASE AGREEMENT

Made and entered into as of November 28, 1960 by and between Sidney M. Bird and his wife, Katherine H., of 197 South Street, Reading, County of Middlesex, State of Massachusetts, parties of the first part, hereinafter referred to as LESSOR, and ROLAND F. BEERS, INC., of Troy, New York, party 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 the 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 exploration, mining and quarrying right and privilege in and upon the lands hereinafter described, together with the privilege of erecting and installing thereon any and all machinery and equipment necessary or convenient for the purposes of exploration, development, mining, quarrying, processing, removal and sale of ores and minerals as found on this land alone or on neighboring lands.

The following described premises owned by LESSOR and situated in Union, Knox County and State of Maine, being all of their right, title and interest in and to the premises described below:

> Parcel No. 1: lands conveyed by Knox Lumber Products, Inc. to said Sidney M. Bird by Warranty Deed dated April 26, 1955 and recorded in the Knox County Registry of Deeds on May 7, 1955, in Book 345 at Page 119, containing fourteen (14) acres more or less.

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 anyssuch mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

3. (LESSEE'S COVENANTS) LESSEE shall pay any and all taxes levied or assessed against such property and on 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. LESSEE shall also pay,

Roland F. Beers, Inc. letter 6/10/61 to Mr. Selfridge

during the term of this lease, all increases above present town taxes levied against the LESSOR'S property, excluding taxes on other buildings or improvements built by the LESSOR, and excluding increases in taxes due to use of the premises as rental property by the LESSOR for residences or business other than the business of the LESSEE.

4. (TERMS) This lease shall run from January 1, 1961 for a term of twenty-five (25) years and so long thereafter as mining or milling operations are performed or maintained on said leased premises, unless terminated sooner as herein provided. LESSEE may renew said lease for a similar term of years on the same terms and conditions as herein provided, in which event LESSEE shall give LESSOR written notice of its intention to do so on or before sixty (60) days prior to the expiration of said term. Upon the renewal of said lease, all royalties advanced or otherwise, shall continue to be paid as though said lease had never been terminated.

Should mining or milling operations be in a state of low market suspension as defined in Paragraph 8 hereof, during the term of this lease or any renewals thereof; the then cumulative period of suspension, during the term of the lease will be added at the end of the current lease term so as to extend the term by such period of suspension.

5. (MINING RIGHTS) This lease conveys all the right, title and interest of the LESSORS in the surface land rights necessary for exploring, developing and operating any mine or mines in said land, or operating mills on said land. LESSEE shall have the 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 shall, however, use one roadway to and from any mine or mill on said land. 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 stockpiled, milled and prepared for market thereon or on other lands, separately or 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 stockpiling, 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 the LESSOR has no interest, or (b) milling, cleaning or otherwise treating on the demised premises, ores exclusively from tother lands, or (c) doing both (a) and (b). LESSEE shall pay LESSOR One Thousand Dollars ($1,000.00) 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 lease, all rock waste and tailings resulting from the operation of any mines located on said premises may be sold by LESSEE, and LESSEE shall pay to LESSOR Fifty Percent (50%) of the net sales price, if the material is used as road ballast. If, however, the tailings are run through a beneficiating plant for the purpose of recovering metals then the LESSOR shall receive royalties as outlined in Paragraph 10 of this agreement. Rock waste or tailings from such beneficiating plant may be re-beneficiated as many times as seems profitable to the LESSEE, but whenever the rock waste is sold as such then the LESSEE shall pay the LESSOR Fifty Percent (50%) of the sale price. It is agreed that either LESSOR or LESSEE shall have the right to use, without cost, so much of said rock waste 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 the case of forfeiture or surrender of this lease, all tailings and waste, not sold, 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 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 otherwise use any portion of the surface of the leased premises, LESSEE agrees to pay LESSOR annually the reasonable annual value of the portion of the surface of the premises required for such use and the necessary storage facilities for rock waste. 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 the first annual payment shall be made promptly after such arbitration is concluded. Upon such first annual payment, LESSOR shall grant to LESSEE, by instrument of 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 or metals pertinent in connection with mining or milling, so long as LESSEE shall deem necessary, while the conditions of 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 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. (MINIMUM ROYALTIES) LESSEE shall pay to LESSOR a royalty of at least One Thousand Dollars ($1,000.00) a year beginning July 1, 1961 and continuing during the life of this lease.

8. (SUSPENSION OF WORK ON LOW MARKET) In the event of a drop in the metal market to prices at which, in the sole judgment of the LESSEE, it is uneconomic to continue mining operations on the leased property, the LESSEE may suspend all operations until in its sole judgment prices of metals again justify such operations. The suspension of such work shall not exceed a total of ten (10) years during any term of this lease unless specifically agreed in writing by the LESSOR.

9. (INDEMNITY) LESSEE agrees to indemnify LESSOR against and hold LESSOR harmless from any loss or liability on account of debts incurred by LESSEE in connection with its operation hereunder or on account of mechanics liens or other liens or encumbrances resulting from such debt. LESSEE agrees to indemnify the LESSOR against and hold LESSOR harmless on account of any injury or damage caused any person or persons or property on the leased premises resulting from the use, maintenance of occupancy by LESSEE of the premises or any thing or facility kept or used thereon. The LESSOR shall be saved harmless by the LESSEE from any liability on account of any accident or injury to the LESSEE or to any of the LESSEE'S servants, employees, agents, visitors or licensees or to any person or persons in or about the said leased premises resulting from use, maintenance and occupancy by LESSEE.

10. (EARNED ROYALTIES) LESSEE shall pay to the LESSOR a royalty of Five Percent (5%) of the net proceeds 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, payments to be made within thirty days (30) after the month in which same are mined, quarried or removed.

LESSEE shall pay a royalty of Five Percent (5%) of the net smelter return, received by LESSEE, of such sulfide and other concentrates from ores mined from the leased premises, in which minerals are owned by LESSOR and hereby leased. "Concentrates", for the purposes hereof, means the salable Zinc, Lead, Copper, Nickel, Cobalt, Iron, Gold, Silver, and any other minerals or sulfur economically recoverable. "Net smelter return", for the purposes hereof when used with respect to the minerals listed above, means the price established at the 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.

11. (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 smelter during the preceding calendar month. Royalty or other payments under this agreement shall be paid (a) to LESSOR at 197 South Street, Reading, Massachusetts, or (b) as LESSOR may in writing designated.

12. (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 the 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, in addition to all mining maps and records of mining on the demised premises or on adjacent premises operated jointly with the demised premises.

If requested by LESSOR, LESSEE will furnish to LESSOR an annual non-technical report setting forth and describing the exploration and/or development which was accomplished by LESSEE during the preceding year.

13. (FORFEITURE and TERMINATION) In case of failure of LESSEE to keep and perform any of the terms and obligations of this lease, the LESSOR may give the LESSEE ninety days (90) written notice of the breach or violation complained of. If such violation or default is not removed or corrected as nearly as possible within said ninety day (90) period, this lease shall thereupon terminate; provided, however, that termination of this lease shall be postponed until after the decision of the arbitrators hereinafter provided for if prior to the expiration of said ninety day (90) period, the LESSEE shall make a written claim to the LESSOR stating either that no breach or violation of this lease has occurred, or, that if a violation or breach has occurred, the same has been removed or cured or substantially corrected and upon receipt of such claim by the LESSOR either party may within thirty days (30) thereafter refer the matter to arbitration as provided in paragraph 19 of this lease, and it shall be the duty of the arbitrators to decide whether or not and when termination has occurred and any matters incidental to such question including the right of the LESSOR to damages, if any, resulting from the breach, if any, of the LESSEE'S obligations hereunder. Provided further that no forfeiture shall be asserted based on cessation or delays in operation hereunder when occasioned by fire, war, riot, civil commotion, strikes, operations of law, interference by the Government or its agencies, acts of nature, or other causes, whether like or unlike those enumerated, beyond the control of LESSEE. In addition to all other remedies to which the LESSOR is entitled, 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, including all surface and sub-surface rights granted herein except as specifically stated to the contrary in Paragraph 5 of this agreement in proper form to be recorded in the Knox County, Maine, Registry of Deeds.

14. (SURRENDER) LESSEE may at any time, when not in default, surrender this lease by executing and tendering to LESSOR a written release thereof, including all surface and subsurface rights granted herein except as specifically stated to the contrary in Paragraph 5, in proper form to be recorded in the Knox County, Maine, Registry of Deeds, and from and after such tender LESSEE shall be released and relieved from all further obligations and liabilities 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 Registry of Deeds, Knox County, Maine, paying the recording fee, and notifying the LESSOR in writing of such recording.

15. (PROPERTY CONDITION) In the event of termination of this lease, for any reason, LESSEE agrees to leave the premises in such condition as shall at that time be required by the laws of the State of Maine.

If during a period of one (1) year following such termination LESSOR shall, in his sole discretion, consider it necessary to cover of fence shafts, pits or excavations dug or left by LESSEE, LESSEE agrees to pay the first Fifteen Hundred Dollars ($1500.00) of such cost and one-half (1/2) but not more than Fifteen Hundred Dollars ($1500.00) of any additional cost of such fences or coverings.

16. (TIMBER REMOVAL) All standing timber on the leased premises is the property of the LESSOR and may be removed at any time prior to mining operations. LESSOR shall be given ninety (90) days notification of the intent of LESSEE to construct a mill or other plant facilities or begin mining operations in order that the standing timber may be removed without conflict of operations.

17. (ASSIGNMENT OF LEASE) LESSEE agrees not to assign this lease or under-let said premises or any part thereof without the written consent of the LESSOR, which consent will not be unreasonably withheld.

18. (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:	197 South Street Reading, Massachusetts
LESSEE's ADDRESS:	Roland F. Beers, Inc. P. O. Box 1019 Troy, New York

19. (ARBITRATION) In the 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 the decision of the majority of said arbitrators shall be binding upon the parties hereto and their award may be entered of record in any court of proper jurisdiction. Expenses of the arbitration shall be borne by the parties equally.

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

21. (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 this 28th day of April 1961.

LESSOR

In the presence of:

LESSEE

ROLAND F. BEERS, INC.

By _____ (seal)
President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

I, A. Frederick Richard a Notary Public in and for the State and County aforesaid, do hereby certify that Sidney M. Bird and his wife Katherine H. Bird personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 17th day of May 1961.

A. Frederick Richard
Notary Public

My Commission Expires:
Feb. 13, 1965

STATE OF NEW YORK
COUNTY OF RENSSELAER
CITY OF TROY

On this 28th day of April 1961, before me personally came Roland F. Beers, 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 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. Humphrey
Notary Public

My Commission Expires:
March 31, 1962.

STATE OF MAINE

MINING LEASE

No. 3

THIS INDENTURE, made this fifteenth (15) day of October, 1960, by and between the State of Maine through the Maine Mining Bureau hereinafter sometimes called the "Lessor", party of the first part, and Roland F. Beers, Inc., a New York corporation having its executive offices in the City of Troy, State of New York, hereinafter sometimes called the "Lessee", party of the second part.

WHEREAS, the Lessee is owner of certain mining claims numbered 104, 111, 112, 113, 119, 120, 121, 126, 127, 128, 131 through 135 both inclusive and 137 through 147 both inclusive, recorded in the Office of the State Land Agent at Augusta, Maine, and has heretofore been issued Licenses to Mine upon the said mining claims, the same being Licenses numbered 2 and 4 issued by the Lessor; and

WHEREAS, the Lessor has on the eleventh day of February, 1959, and the first day of September, 1960, given its ruling that the operations of the Lessee in carrying on its proposed mining operations under this lease and the taking of minerals from the said mining claims will be consistent with any prior or proposed use by the Lessor, its agents or instrumentalities; and

WHEREAS, the tract taken under this lease has been accurately surveyed, said survey on an aerial photograph is marked "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, the Lessor finds that the Lessee's previous prospecting or mining activities within the State of Maine have caused no unreasonable damage to adjacent property; and

Transmitted with Maine Mining Bureau letter
October 26, 1960, to Dr. Beers
See Roland F. Beers, Inc. transmittal letter
October 28, 1960, to OME - left-hand side

WHEREAS, the Lessee has furnished adequate proof of its financial responsibility and the Lessor finds that the Lessee is financially able to respond in damages to satisfy any judgments for damage arising out of the mining operation under this lease which might cause damage to adjacent areas, and the filing of a bond is not necessary; and

WHEREAS, the Lessor has determined that it is not expedient to require the Lessee to conduct bona fide mining operations under said mining license for not more than one year prior to the granting of this lease.

W I T N E S S E T H :

That, for and in consideration of the covenants, agreements and conditions hereinafter contained, to be observed, kept and performed by the Lessee, the Lessor, in accordance with the authority vested in it by Chapter 39B, Revised Statutes of 1954, as amended, has demised, leased and granted, and by these presents does demise, lease and grant for the purposes hereinafter set forth, to the said Lessee, its successors and assigns, each and all of the following tracts or parcels of land situated in the County of Knox, State of Maine, and more particularly described as follows:

A certain lot or parcel of land of 310 acres more or less as described in Exhibit A attached hereto consisting of twenty-six (26) claims recorded in the name of Lessee Roland F. Beers, Inc., as claim numbers 104, 111, 112, 113, 119, 120, 121, 126, 127, 128, 131-135 both inclusive and 137-147 both inclusive, filed at pages 155, 159, 161, 165, 169, 173, 175, 179, 181, and 183, Book I, and pages 19, 21, 23, 25, 345, 347, Book VI, of the records of the State Land Agent for the Maine Mining Bureau, and upon which License to Mine No. 2 was issued by the Maine Mining Bureau on February 11, 1959, which License to Mine is filed at page 01, Book VI, and License to Mine No. 4 which was issued by the Maine Mining Bureau on September 1, 1960, which License to Mine is filed at page 414, Book VI, all of the records of the State Land Agent for the Maine Mining Bureau, each of said twenty-six (26) claims being 660' x 1320' in size in accordance with Chapter 39B, Revised Statutes of 1954, as amended, excepting certain areas

of private ownership, said claims being located with reference to "Master Claim Post No. 1" which is located on the northeast side of Crawford Pond, Town of Union, Knox County, Maine, approximately 6138' S 53° W of the road junction of East Union Village and 15,180' N 73° 30' W of common corner of the Towns of Warren, Union, and Rockport, Knox County, all as set forth in the aerial photograph of said claims which is attached hereto as Exhibit A and which is filed at page 413, Book VI, of the records of the State Land Agent for the Maine Mining Bureau.

for and during the term of nineteen (19) years from and after the date hereof, or until, as to each such respective tract or parcel, this lease shall be earlier terminated in the manner hereinafter provided. Said premises are leased to the Lessee for the purpose of giving and granting to the Lessee the exclusive right and privilege of entering into and upon said leased premises and each and every part thereof so long as this lease shall remain in effect with respect thereto and to explore for, mine, remove, beneficiate, concentrate, refine and ship any merchantable ores, metals, minerals, and mineral products not including oil, gas, sand and gravel, and water, which it may desire, as are or may be found therein or thereon, together with the full right, privilege and authority of constructing, and maintaining any and all such machinery, excavations, openings, and other improvements, property and fixtures as may be reasonably necessary, convenient or suitable for mining, removing, beneficiating, concentrating and shipping any of such ores or materials or products thereof or for any activities incidental thereto or to any of the rights or privileges of the Lessee hereunder, and to commit waste to the extent necessary, usual or customary in the carrying out of any and all of such purposes, rights, privileges or authorities, and to use such water, sand and gravel found on said premises for mining and processing operations. It is hereby understood and agreed that the Lessor retains all other rights and interests not inconsistent with the rights herein granted, to the extent that the same may be exercised, used or retained without in any way interfering with the full and free exercise by the Lessee of its rights and privileges hereunder.

Exploration Period

The period of this lease from the date hereof to and including December 31, 1963, shall be known as the exploration period and it is understood and agreed by the Lessee that it will expend the sum of thirty thousand dollars ($30,000.00) prior to December 31, 1963, for exploration in the area defined in Exhibit A hereof by diamond drilling, or by such geological methods of exploration as may be approved in writing by the Lessor and/or for experimental or developmental work on the beneficiation, concentration or treatment of any mineral material which may be found in such area. It is mutually agreed that has been expended by the Lessee for this purpose at this date which shall be deducted from the said $30,000.00 in computing the balance to be expended.

On or before January 31, 1961, Lessee shall submit a report to Lessor covering the exploration work carried on during the period from the date of this lease to December 31, 1960. Similar annual reports shall be submitted for subsequent years of the exploration period. These reports shall describe the type and extent of exploratory work carried on in the area defined in Exhibit A of the lease, and shall contain a detailed expenditure report for the exploratory work conducted by the Lessee during the required period. Lessee also shall submit drill records, file maps and sections describing in detail the results which have been obtained in exploration work in the area defined in Exhibit A hereof.

Renewal

Lessor grants Lessee the right to renew this lease upon its expiration for a term not to exceed twenty (20) years upon the same terms and conditions as contained herein, provided that the property subject to this lease is under development or in production at the time of expiration of this lease. Cessation of normal development or production activities, by reason of adverse economic conditions,

for a period of not more than two (2) years at or about the time of expiration of this lease shall not affect renewal privileges, if development or production is resumed after such cessation for a continuous period of at least one (1) year. During the renewed term of twenty (20) years, if such renewal occurs, Lessor grants to Lessee the right to suspend or cease development or production activities on the leased premises for a cumulative aggregate of not more than seventy-two (72) months.

Rental

In accordance with Chapter 39B, Revised Statutes of 1954, as amended, Lessor shall not charge Lessee any rental for the premises subject to this lease which are covered by water.

Minimum Royalty

For the year commencing January 1, 1964, and for each calendar year thereafter during which this contract shall continue in effect, the Lessee shall on or before the twentieth (20) day of January of said year pay to the Lessor an annual minimum royalty in the amount of Two Thousand Dollars ($2,000.00) for all acreage subject to this lease at the beginning of such calendar year. The Lessee shall have credit in any one calendar year for any amount or amounts paid to the Lessor as for minimum royalty, and any and all such credits may be used and applied by the Lessee, so far as the same will go and be required to satisfy any amounts coming due under this lease to the Lessor for royalty during said calendar year in excess of the minimum royalty for the year of application. It is the purpose of this covenant to secure a regular annual income from the demised premises, for the continuance and force of this lease on and after January 1, 1964, of not less than Two Thousand Dollars ($2,000.00) for all acreage subject to the terms and conditions of this lease.

Royalty

That the Lessee shall on or before the twentieth day of January of each and every year, so long as this indenture continues in force,

pay to the Lessor for all merchantable ores, metals, minerals and mineral products mined from said premises by the Lessee during the twelve (12) months preceding the first day of the month in which such payments are to be made as aforesaid, royalty as defined in Chapter 39B, Revised Statutes of 1954, as amended, as follows:

(a) Royalty payment of 5% of the adjusted fair market value of the minerals or metals removed from the ground is charged on an annual basis. All royalty payments in excess of the minimum royalty shall be paid as hereinbefore stated. The adjusted fair market value for such products as have a posted field or market price at the mine head shall be the posted field or market price at the time of removal from the ground without deductions except those expenses of hoisting, crushing and loading necessary to place the severed product in marketable form and at a marketable place.

(b) The adjusted fair market value for such severed products as must be processed or beneficiated before they reach a marketable form shall be the fair value of such severed products in their first marketable form as ore concentrate at point of concentration, after deduction of expenses of hoisting, crushing, loading, transportation, processing and beneficiation. In case said severed products have no market value at the mine or as a concentrate, the adjusted fair market value shall be the value of such severed products when they first reach a marketable form, after deduction of expenses of hoisting, crushing, loading, transportation, processing and beneficiation and after deduction of the value of any other materials or articles which are combined with, mixed with, absorbed in, or absorbed by said severed products in the process of turning said severed products into their first marketable form. There shall also be deducted the expenses of such combining, mixing or absorbing processes.

Operations

All mines on said premises shall be opened, used and worked in such manner only as is usual and customary in skillful and proper mining operations of similar character when conducted by the proprietors or other prudent operators, and so as not to do, cause or permit any unnecessary and unusual permanent injury to the same or any improper interference or hindrance in the subsequent operation of said mine or mines; provided that, subject to the above requirements the Lessee may from time to time use and employ such methods of mining as to the whole or any part of the ore upon said property, or under any portion thereof, as it may desire or find most profitable and economical, or may, when it deems it necessary or desirable, discontinue operations entirely so long as it shall well and truly meet its obligations hereunder to pay taxes, minimum royalty or accrued royalty, if any, subject to terms and conditions herein set out under the renewal clause; and provided further that nothing contained in this lease shall require the Lessee to develop a separate shaft or shafts on the leased premises or any part thereof, or prevent said Lessee from developing mine or operations on the leased premises or any part thereof solely through or in connection with its operations on or in any adjoining or nearby property or properties as to it may seem most desirable, taking into account its developments and operations on any or all adjoining or nearby properties, or require the Lessee to mine, preserve or protect in its mining operations any ore which, under good mining practice, cannot be mined, treated, and shipped at a profit to the Lessee at the time encountered.

Cross Mining

At any time while this agreement shall remain in full force and effect the Lessor shall and will, upon written request from the Lessee, execute and deliver to the Lessee an agreement permitting the Lessee to mine and remove ores from the leased premises through

adjoining premises owned or operated by the Lessee or any company associated or affiliated with it, or to mine and remove ores from such adjoining premises through the openings on the leased premises; provided, however, that no such agreement shall be executed unless similar rights and privileges shall be granted by the owners of such adjoining premises. Any such supplemental agreement shall be executed in acceptance by the Lessee.

Beneficiation and Waste Disposal

The Lessee shall have the right to mine from the leased premises any and all mineral material which cannot be mined and shipped direct as a merchantable product and which is susceptible to concentration and to concentrate such crude ore by crushing, grinding, washing, flotation, or other methods for the purpose of improving the character or quality thereof, at a concentrating plant on the leased premises or elsewhere in Maine. Within the term of this lease the Lessor grants to the Lessee the right to use any applicable mill, refinery, or other surface facilities constructed for the purpose of treating mineral material from the leased premises, to treat ores or mineral material mined at any locations outside of the leased premises, whether or not the commercial mineral material on the leased premises may have been depleted and exhausted. The Lessee further agrees that all mineral material mined on the leased premises will receive first concentration or other preliminary processing within the State of Maine, if it is material which must be concentrated or otherwise processed before it can enter normal sales channels on the open market. For the purpose of expediting research in beneficiation and refining techniques, the Lessor grants to the Lessee the right to transport crude ore free of royalty to laboratories, pilot plants, or other research facilities within or outside of Maine at any time during the period of this lease, in the aggregate amount of One Hundred (100) short (2000-pound) tons.

The rock, lean ores, tailings, or other residual material from the mining or concentration of materials removed from the demised premises shall be deposited by the Lessee at such places and in such

manner as will not conflict with or embarrass the future operations of said mine or mines, and in such manner as not to conflict with the laws of the State and as not to cause pollution of the ground, streams, ponds, or atmosphere to a degree incompatible with health and safety.

The Lessee shall conduct any such concentration process in a reasonably careful and good workmanlike manner and in accordance with the requirements of good engineering, interest of both Lessor and Lessee being equally considered and protected, and so as not to do or cause or permit any unnecessary or unusual waste of the mineral material taken from said premises.

The concentrates may be stockpiled on any adjacent or nearby premises and the rights and liens of the Lessor therein shall be protected by provision in subsequent agreement as provided for under this lease relating to cross mining.

It is covenanted and agreed between the parties hereto that crude ore removed from the demised premises to any other lands in Maine for the purpose of concentrating the same, shall be subject to royalty accrual at the time of removal from the ground, whether or not there may be a significant delay between the time of removal from the ground and the time of concentration.

Mixing

And the Lessee shall also have, and is hereby granted, the right and privilege at any time, and so long as it may hold similar rights and privileges on or in connection with any adjoining or nearby premises, of mixing, either underground at the shaft or on the surface, any ores or materials that shall be mined from the leased premises or any part thereof with ores or materials, respectively, of the same or similar grade mined from any such adjoining or other premises on or in connection with which it has similar rights, provided that the mixing of such ores or materials is accomplished in such a manner as is fair and equitable and in accordance with standard practices, including the following:

(a) The materials to be mixed shall be of the same or similar grade; and sufficient analyses of materials in place shall be made before mixing to assure this fact.

(b) An accurate record of the number of tramcars, truckloads or other units of measure agreeable to both first and second parties of each grade of each material from each property going into each mixture shipped from the pockets and going into each mixture stockpiled shall be kept and made available to the Lessor at all reasonable times.

(c) All tramcars, truckloads or other units of measure agreeable to both first and second parties shall at all times be of uniform size, and care shall be taken that they are loaded uniformly.

(d) The number of tramcars, truckloads or other units of measure of material from each property going into each mixture of each grade shipped in its natural state and each mixture beneficiated or concentrated before shipment, shall be used as the basis of the allocation of the tonnage of each such mixture of merchantable ore or of concentrated products between the properties from which the material is mined.

(e) In shipping mixtures of any grade direct from any shaft or pockets or beneficiation plant, the actual shipping weights of each shipment of such mixture shall be apportioned between the respective properties contributing thereto on the basis of the number of tramcars, truckloads or other units of measure of material so contributed to such mixture from each respective property.

(f) Each stockpile of mixed ore, and each stockpile of mixed concentrated products, and the actual shipping weights of each shipment from each stockpile, shall be apportioned and accredited to each of the respective properties contributing thereto on the basis of the number of tramcars, truckloads or other units of measure of material from each

such property respectively which shall have been contributed to the stockpile involved; provided, however, that where contributions have been made to any stockpile during more than one stockpile year, shipments made after the first such year shall be reckoned on a stockpile year basis (January 1 to December 31), and shall be deemed to have come from the earliest year's contributions until a tonnage equal to the total estimated contributions to such stockpile during such earliest year shall have been shipped, so that all shipments made from the stockpile shall be deemed to be from the oldest ore or concentrated products (in terms of stockpile years) in said stockpile. The basis of apportionment of any so-called "overrun" of any such mixed stockpile shall be the total tramcar, truckload or other unit of measure contributions of each property thereto since the last cleanup of such stockpile.

(g) Whenever a body of merchantable ore or non-merchantable ore extends from the leased premises into any adjoining property operated by the Lessee, the Lessee shall mine each such body from each of such properties separately but mining operation on any such body may be conducted on each of said properties simultaneously and in the interest of accuracy lines shall be established between the properties on each level, sublevel, or on the surface, as the case may be, by a competent surveyor.

(h) The Lessor shall have the right at its own expense and by its authorized agents, at all reasonable times and in a manner not unreasonably or unnecessarily hindering or interrupting the operations of the Lessee, to enter upon and into each property contributing to any such mixture and view the same and take all reasonable means to ascertain the condition thereof and the kind, qualities and quantities of the materials going into any mixture and to examine all working and other maps, records and

analyses pertaining thereto, and to request and receive such maps of the operations and other data as will enable it to have a clear understanding of the quantities and qualities of the materials going into each mixture, and the Lessor agrees that the Lessee may grant similar rights to the owners of any adjoining or nearby property from which ores are being mixed with materials from the leased premises in accordance herewith.

(i) The Lessee shall, before mixing any ores from the leased premises with ores from other premises, take adequate samples of such ores from each property, respectively, contributed to any such mixture, and, for the purposes of the application of the royalty provisions of this lease, the analyses of such ores from the leased premises going into any such mixture shall be determined by allocating the average analyses of the mixed ores, taken in the customary manner upon or after shipment, to the respective ores from the various properties contributing thereto in proportion to the average analyses of the car, truck, or belt samples of such respective ores and, in case any such mixture shall be shipped from a stockpile to which contributions shall have been made in more than one stockpile year, such analyses shall be apportioned on a stockpile-year basis in a manner similar to that provided in subparagraph (f) of this section with respect to the allocation of tonnage shipped from such a stockpile.

(j) In case the Lessor shall desire to test the accuracy of the method being used for the allocation of tonnages of any mixture, or of the analyses of mixtures of mineral materials of the various properties contributing thereto, and shall so notify the Lessee in writing, then the Lessee will, as promptly as practicable thereafter, interrupt the mixing for a sufficient length of time so that the estimated tramcar, truckload or other unit of

measure weights and analyses of the materials from each property contributing thereto may be separately checked against railroad or other weights and analyses on separate shipments thereof.

Reports

The Lessee at the time of each annual payment of royalty, shall transmit to the Lessor a true and accurate statement showing for the preceding year the amount of each of the following, mined or produced from materials mined from the leased premises and shipped during the preceding year for which royalty is to be paid as herein provided, to wit:

(a) The tonnage and analysis of merchantable ore mined by open pit methods and the tonnage and analysis of merchantable ore mined by underground methods shipped direct without treatment as referred to in subparagraph (a) of the section entitled "Royalty".

(b) The tonnage and analysis of concentrated products of crude material mined by open pit methods and the tonnage and analysis of concentrated products of crude material mined by underground methods, as referred to in subparagraph (b) of said "Royalty" section.

The Lessee will also furnish the Lessor annually an accurate statement, reports and maps of exploration and development and mining work upon said land during the preceding year, in addition to those requirements specified in Section 10 of Chapter 39B, Revised Statutes of 1954.

For any year in which the Lessee shall have exercised its rights to so mix ores or materials from the leased premises with those from other premises prior to the completion of their beneficiation, concentration or treatment, the report by the Lessee to the Lessor for such year shall also show separately, and for each classification of concentrates or marketable products upon which royalty is to be paid, the following to wit:

(1) The total weight and analysis of the concentrates or products made from such mixed ores or materials in such year;

(2) The weight or measured units and analysis of -

(i) the ores and materials derived from the leased premises, and

(ii) the ores and materials derived from other premises, so going into the production of such concentrates or products; and

(3) The weight or amount of such concentrates or marketable products assigned as derived from the leased premises as provided in this section.

(4) Such other data as is available from the Lessee's records and which will enable the Lessor to determine whether such concentrates or products have been properly classified for the purpose of computing the royalty payable thereon.

Taxes

The Lessee does hereby covenant, promise and agree, that it will pay as and when the same shall become due and payable all lawful public taxes and assessments, if any whatsoever. The Lessee shall not permit or suffer the demised premises, or any part thereof, or any ore mined thereon or any improvements or personal property thereon, to be sold at any time for such taxes or assessments.

Waste

The Lessee further agrees that it will not permit or suffer to be made any waste of the leased premises (except such waste as may be necessarily or customarily incidental to the conduct of the mining operations herein contemplated or the full and proper exercise of any of the rights and privileges hereby granted); that at the end of said term, or the termination of this lease or demise, in whole or in part, whether by forfeiture, expiration of time, surrender by the Lessee, or otherwise, it will peaceably surrender the leased premises or the governmental descriptions affected thereby, as the case may be, to the Lessor with all caves and

openings properly fenced, filled or protected as may be required by any laws or proper regulations of any duly constituted governmental authority then in effect and with all stopes, shafts and underground openings that may be made by the Lessee thereon, in good order and condition, ordinary wear and tear in use and deterioration from and damage by the elements excepted.

Removal

It is mutually agreed, that the Lessee shall have ninety (90) days after any such termination or surrender in which to remove all engines, tools, machinery, railway tracks, shaft houses, buildings, dwellings, and structures and all other property of every nature and description erected, placed or situated upon the premises as to which this lease is being terminated or surrendered, except any and all supports placed in any shafts, drifts, or openings thereon or any timber or frame work necessary to the use and maintenance of shafts or approaches to mines or tramways within mines, none of which shall be removed or destroyed by the Lessee; provided, always, however, that none of said property may be removed by the Lessee unless all payments of taxes, if any, (except taxes not then due and payable, which must and will be paid within thirty (30) days after they become due and payable), royalties then due and other dues shall have been made and all other covenants, agreements and conditions hereof obligatory upon the Lessee shall have been properly and faithfully observed and performed. Upon the failure of the Lessee to remove any such permitted property within said period of ninety (90) days, the same shall belong to and become the absolute property of the Lessor.

Inspection by Lessor

It is mutually agreed that said Lessor, its agents and servants, may at all reasonable times enter upon the demised premises, or any part thereof, peaceably, and view the same, and take all reasonable means to ascertain the condition thereof, and the kind, qualities and quantities of mineral material therein or

removed therefrom, not thereby unreasonably or unnecessarily hindering or interrupting the proper business or operations of the Lessee; provided, however, that said Lessor agrees to save the Lessee harmless from all claims for damages arising out of any death or personal injuries sustained by any such agents or servants of the Lessor while in or upon said premises as herein permitted, unless the death or injury arises as the result of negligence of the Lessee.

Default

It is mutually agreed that if the royalties hereby reserved, or any part thereof be and remain unpaid after the days and times above specified, or if the Lessee shall fail to keep any of the other conditions herein expressed to be kept, performed or observed by the Lessee, then upon notice by the Lessor of such alleged failure to so comply, by sending such notice by registered or certified mail at the place designated in this instrument under the heading "Addresses", and if such failure to so comply is not remedied within thirty (30) days after the date of mailing such notice, the Lessee's rights hereunder shall be liable to forfeiture. Said forfeiture shall be taken pursuant to the provisions of Section 11, Chapter 39B, Revised Statutes of 1954, and acts amendatory thereto.

Termination of Lease or Surrender of Rights by Lessee

It is hereby further covenanted, agreed and understood by and between the said parties hereto, that the Lessee may:

(a) At any time terminate the term aforesaid and the foregoing lease and demise; and/or

(b) At any time and from time to time separately surrender the rights, privileges and easements hereinabove granted, leased and demised to it, and terminate its obligations hereunder, insofar as the same pertains to any one or more designated governmental descriptions which are part of the leased premises;

by giving the Lessor written notice of its intention so to do at least sixty (60) days before such termination or surrender, as the case may be, such notice to be given in the manner herein provided; and in each such case this lease shall terminate, or the rights and obligations of the Lessee with respect to the designated governmental descriptions surrendered shall terminate as the case may be, sixty (60) days after the giving of such notice, provided that all of the covenants, agreements, and conditions hereof obligatory upon the Lessee, including payment of all minimum royalty, royalties and other sums that may have accrued and become payable hereunder (but not including taxes, if any, or other amounts not then due and payable, which must and will be paid within thirty (30) days after they become due and payable), shall have been properly kept and performed by the Lessee; and the Lessee must and will upon any such termination or surrender, as the case may be, and upon the request therefor by the Lessor, forthwith execute and record in any public office where this instrument may have been filed and recorded, a formal release and discharge, evidencing such termination or surrender, as the case may be.

Lessor's Lien

That the Lessor shall at all times have, possess, and hold a lien upon all ores mined but not shipped from the leased premises, and upon all machinery, personal property and improvements placed upon said premises by the Lessee, as security for the performance by the Lessee of each and all the covenants and conditions hereof obligatory upon the Lessee, which lien may be enforced against any such property in like manner as liens conferred by chattel mortgages, or by any other lien security, are or may be entitled to be enforced under the laws of Maine. This lien provision is in addition to any statutory liens under the laws of Maine. Nothing herein contained, however, is intended or shall be construed to prevent the sale and removal of said ore or concentrated products in the usual course of

business, nor to prevent the removal of tools, machinery, equipment or any other property at any time when said Lessee shall not be in default; and the above referred to lien shall not, in case of sales of ore or concentrated products to third parties, be deemed to follow the same as against such third parties.

Addresses

For the purposes hereof, the address of the Lessor shall be Maine Mining Bureau, State House, Augusta, Maine, or such other place or person as it may have last designated in writing to the Lessee, and the address of the Lessee shall be Roland F. Beers, Inc., Post Office Box 1019, Troy, New York, or such other place as it shall have last designated in writing to the Lessor.

Routine or regular periodical reports, statements and payments hereunder may be sent by regular mail so addressed; and, if so addressed and mailed in due season, then if any of the same shall not be received when due, the addressee will notify the addressor of such failure or receipt and give the addressor a reasonable time to follow up and secure the delivery of the statement, report or payment, or a duplicate thereof, before claiming any default on account of such failure of delivery. But as to any formal notices of surrender, cancellation, default or termination, the same shall be delivered to the party notified either personally or by registered mail to be effective hereunder.

IN WITNESS WHEREOF, the said Lessor, has caused this agreement to be duly executed by Paul A. MacDonald, its Chairman thereunto duly authorized, and executed by Roland F. Beers, Inc., by its President, Roland F. Beers, duly authorized and their respective

seals to be affixed hereto, duly attested, the day and year first above written.

ROLAND F. BEERS, INC.

Witnesses:

John S. Bates

By Roland F. Beers
Roland F. Beers, President

_____

MAINE MINING BUREAU

_____

By _____
Paul A. MacDonald, Chairman

STATE OF MAINE

Kennebec, ss.

Subscribed and sworn to by _____ and _____, severally, on the day and year above written.

Before me,

_____
Notary Public