



THOMAS J. MOYLE, INC. GENERAL CONTRACTOR

P.O. BOX 7 • WEST M-26 • HOUGHTON, MICHIGAN 49931 • (906)482-3000

May 22, 1991

Copper Range Development Corporation
601 Sharon Avenue
Houghton, MI 49931

ATTN: Michael D. Frisk, President

RE: Dodgeville Mine Rock Pit Lease

This Agreement dated this 15th day of May, 1991, by and between Copper Range Development Company, (CRDC) and Thomas J. Moyle Contracting Inc., of West M-26, P.O. Box 7, Houghton, MI 49931.

As per our discussion, the following is a summary of our agreement as I understand it.

- Item #1.) Thomas J. Moyle, Inc. shall have exclusive use of said pit provided that a minimum of 20,000 yds. of material is used each year at a rate of .50/yd. Price for material over 20,000 yds/yr to be .45/yd.
- Item #2.) Yardage to be determined by providing CRDC with a copy of crushing contractor's billing to Thomas J. Moyle, Inc.
- Item #3.) Lease is for ten years with the price to be .50/yd. or .45/over 20,000 yd. for the first five years, and negotiated to current royalty rates for years five through ten.
- Item #4.) Thomas J. Moyle, Inc. reserves first option to purchase if the property is offered for sale by CRDC.
- Item #5.) Thomas J. Moyle, Inc. has paid a \$5,000.00 security payment, (Check #1698, dated 10/90) on this contract. Payments shall be due in June and December each year as per yardage used.

It is understood that the Waste Mine Rock as above shall be paid for at the rate of .50 per yard, on 20,000 cubic yards payable in advance, with adjustment to be made based on the actual yardage removed.

FAX (906)482-3087

Prior to entering upon the premises, LICENSEE shall furnish CRDC with certificates of insurance showing coverage for Worker's Compensation as required by Michigan Law, public liability insurance in a policy amount of not less than \$1,000,000 and property damage insurance to CRDC prior to LICENSEE'S entry on the premises.

LICENSEE shall have the right to stockpile material on the above premises and to maintain, operate and store any and all equipment necessary to complete removal operations as permitted herein.

Any produced gravel, sand or rock remaining in stockpile on the premises after the termination date will become the property of CRDC on the termination date. At that time final payment of all royalties shall be paid by LICENSEE to CRDC, at the price stated above, for all material either crushed or processed on, or removed from the premises.

LICENSEE shall re-slope all banks it makes during its operations on the premises and leave the same in a neat and orderly fashion at the termination date.

CRDC reserves the right to enter upon the premises, inspect the premises and to grant licenses or permits to parties other than the above named LICENSEE with respect to the property.

LICENSEE acknowledges that CRDC has made no representation of any type with respect to the sand, gravel or rock which may exist on the above premises and any and all warranties both express or implied, are hereby waived.

LICENSEE agrees that all of its operations and activities on the premises will be conducted in compliance with any and all applicable local, State or Federal laws and regulations including all safety and environmental regulations. LICENSEE shall be solely responsible for, and shall obtain any and all permits required for the conduct of its operations on the premises.

LICENSEE agrees to indemnify and hold harmless CRDC from and against any and all costs, claims, damages, expenses, suits or judgements arising out of or in any way connected with LICENSEE'S activities on or about the premises even if such injury or claim arises after the termination date.

This license shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns. LICENSEE may not assign this license without the prior written approval of CRDC. CRDC may assign its interests in this license without the prior approval of LICENSEE.

This Agreement shall remain in full force and effect until midnight May 15th, 2001 (the termination date).

COPPER RANGE DEVELOPMENT COMPANY

By: Michael D. Frisk
Michael D. Frisk, President

LICENSEE:

By: [Signature]