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Glacier Sands

333 E. Prairie View Rd #135

Chippewa Falls, WI 54729

MINERAL LEASE



This Mineral Lease (the "Lease") is dated this ____ day of _____, 2011 ("Effective Date"), by and between _____, (relationship) _____, hereinafter called "Lessor", whose address is _____, _____, Wisconsin and Glacier Sands, LLC, a Wisconsin limited liability company, hereinafter called "Lessee", whose address is 17730 Breconwood Road, Wayzata, Minnesota 55391. Lessor and Lessee are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

THE LEASE

For and in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Due Diligence Period.** Lessor hereby grants Lessee the exclusive right to enter upon the Leased Premises (defined below) to conduct due diligence on said Leased Premises for the feasibility of removing any and all Minerals (defined below) located thereon, said due diligence to include the right to conduct exploratory drilling, assess the requirements for wetland mitigation and mine permitting, perform a boundary survey, and to do and perform any and all environmental investigations and activities necessary and incidental for the development of the Leased Premises and to exercise Lessee's "Option to Lease" the Leased Premise as provided below.

The above-granted due diligence period shall commence on the Effective Date and extend for a period of up to twelve (12) months from the Effective Date of this Lease, expiring upon the earlier of the Commencement Date (defined below) or (month,date) _____, 2012 (hereinafter, the "Due Diligence Period"). As consideration for said Due Diligence Period, Lessee hereby agrees to pay _____ (\$ _____) to said Lessor upon execution of the Lease. Lessor agrees that during the Due Diligence Period, and during the lease term, if applicable, it will not enter into any discussions, negotiations or transactions with any other person or entity with respect to the Leased Premise or the Minerals located thereon without the prior written approval of Lessee, which may be granted in Lessee's sole and absolute discretion. Lessee will pay Lessor the value equal to One Thousand Two Hundred and No/100 (\$1,200) per acre for any disruption or damage caused by Lessee's operations to the farming operations on the Leased Premises in 2011 and/or 2012.

2. **Option to Lease.** In addition to the due diligence rights granted in Section 1 above, Lessor hereby grants Lessee the option to lease the Leased Premises on the terms and conditions set forth herein (the "Option to Lease"). At any time prior to the end of the Due Diligence Period,

Lessee may exercise the Option to Lease, by sending to Lessor written notice of such exercise. The lease rights described herein shall commence on the date set forth by Lessee in such notice (the "Commencement Date"), and shall terminate as provided herein below. If Lessee exercises its Option to Lease, as consideration for said Option to Lease, Lessee hereby agrees to pay _____ (\$ _____) to said Lessor upon the exercise of said option (i.e. the Commencement Date). If the Lease is not exercised by the end of the Due Diligence Period, this Lease is hereby terminated and the Lessee will place of record a release of the Memorandum of Lease with the Register of Deeds of _____ County, Wisconsin.

3. **The Lease.** Lessor hereby leases, demises and grants to Lessee and Lessee hereby leases and takes from Lessor, for the sole and exclusive purpose of prospecting for, exploring for, producing, developing, mining, extracting, removing, storing, transporting, transloading, and marketing the Minerals (herein defined), the surface and subsurface estate of the approximately _____ acres more or less of real property less and except _____ acres surrounding the current home site and out buildings (hereinafter referred to as the "Leased Premises"), lying and being situated in the _____, Wisconsin including thereon all minerals and all construction materials including but not limited to any and all sand, industrial sand, sandstone and silica sand (hereinafter collectively called "Minerals") in, on and under said real property, all as more particularly described in Exhibit "A", attached hereto and incorporated herein. Included is the reasonable right to ingress and egress, the right to make excavations, stockpiles, impounds, treatment, tailings or settling basins, roads, utilities and other improvements as may be necessary to produce, save and take care of such Minerals on or from the Leased Premises. The location of all such activities are subject to the reasonable consent of Lessor (which consent shall not be unreasonably withheld, conditioned or delayed) and on mutually agreeable terms between the Parties that will minimize the disruption to any farming operations to the extent possible.

In conjunction with the lease of the Leased Premises granted herein, Lessor hereby grants to Lessee the exclusive right to prospect for, explore for, produce, sample, drill and test for, develop, mine, quarry, extract, process, sell, remove and market Minerals during the term of this Lease, and the non-exclusive right to the use of any surface and subsurface water on the Leased Premises. The rights hereunder shall also include the right to blast, excavate, remove, pile up and dispose of overburden and waste.

Notwithstanding the foregoing, there is hereby excepted and reserved to Lessor and Lessor's successors and assigns the full use of the Leased Premises and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted and to the extent herein granted to Lessee, together with the rights of ingress and egress and use of the Leased Premises by Lessor for all purposes (including, without limitation, any and all agricultural/farming purposes and hunting activities) not inconsistent with the rights granted to Lessee in this Lease. All of the rights in and to the Leased Premises retained by Lessor and all of the rights in and to the Leased Premises granted to Lessee shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

4. **Lease Term.** Subject to termination as hereinafter provided, the primary term of this Lease shall be for ten (10) years, commencing on the Commencement Date (the "Primary Term"),

and provided that this Lease has not terminated prior to the expiration of the Primary Term and subject to termination as hereinafter provided, the term of this Lease shall continue following the expiration of the Primary Term for so long thereafter as Minerals are sold and removed from the Leased Premises or the Minimum Royalty is being paid by Lessee.

5. Production Royalty. As a production royalty (herein sometimes called "Royalty"), Lessee shall to pay to Lessor a sum equal to \$1.50 per ton of the Minerals produced from the Leased Premises and sold (and any additional production royalty due under Section 7 of the Lease). The price per ton will have an annual adjustments of up to three percent (3%) per year based on the cost of living index established by the federal government annually (effective one year after the date of the first shipment of sand and each year thereafter). The Royalty adjustment will never decrease. To confirm the tons produced from the Leased Premises, a third party surveyor will establish the amount taking from the Leased Premises and compare against the bills of lading that have been completed evidencing the Minerals sold. As used herein, a ton equals 2000 pounds.

6. Minimum Royalty. In no event shall the Royalty due under this Lease for any calendar year beginning at the later to occur of (i) obtaining all required permits and licenses, if any, related to all sand excavation activities; or (ii) with calendar year 2012 be less than \$_____ per calendar year (the "Minimum Royalty"). If the required permits and licenses are not received by October ____, 2013, either party has the right to cancel this Lease, unless mutually agreed to extend. The Lessee has the option to exercise the Option to Lease, at any time prior to October ____, 2012 whether the permits and licenses have been received or not. Notwithstanding anything in this Lease to the contrary, Lessor and Lessee acknowledge and agree that during the term of this Lease, so long at the Minimum Royalty is paid to Lessor as provided herein, Lessee shall have no obligation to produce, explore, market, and/or develop the Minerals or otherwise develop the Leased Premises, and this Lease shall remain in full force and effect.

If the Royalties on Minerals produced from, removed and sold from the Leased Premises during any calendar year beginning with the calendar year that the Option to Lease is exercised shall not equal or exceed the Minimum Royalty, then Lessee shall pay to Lessor the difference between the total aggregate amount of Royalty for such calendar year and the Minimum Royalty due under this Lease. *Any such shortfall in Royalty that is then paid to meet the Minimum Royalty will be credited toward the Royalty of the next or subsequent calendar years.*

7. Wash and/or Dry Plant. The Lessor hereby grants permission and hereby leases, demises and grants to Lessee, approximately 40 acres of the Leased Premises for a wash and/or dry plant. The Lessee will pay Lessor a production royalty of \$00.10 (Ten Cents) per ton for the Minerals (i.e. sand) that were washed and/or dried at this location but were not removed and produced from the Leased Premises. The location of the wash and/or dry plant will be as described in "Exhibit B" attached hereto and incorporated herein. The rights hereunder, shall also include the right to erect, use and maintain on the Leased Premises such wash and/or dry plants, buildings, plants, equipment, machinery, offices, shops, tracts, storerooms, tipples, scale houses, pump houses, drainage ditches, power and telephone lines, haul roads and any other improvement as may be necessary or desirable in performing the aforestated operations and the removal and processing of the Minerals (all of the same being herein called "Improvements").

Lessor hereby agrees to execute all necessary documentation and to reasonably cooperate with Lessee (in any all respects) in applying for and obtaining any required permits and approvals required in connection with the lawful conduct of the wash and/or dry plant on the Leased Premises; provided, however, that Lessor shall not be obligated to incur any expense in connection therewith and Lessee shall reimburse all reasonable expenses therefore. A third party surveyor/engineer firm will be appointed to calculate the amount of Minerals processed and sold at the plant that were not produced and removed from the Leased Premises; such payments will be made within the manner prescribed in Section 8 below. Lessee shall have the right, but not the obligation, to remove any Improvements during the term hereof, or within one hundred eighty (180) days following the expiration or termination of this Lease:

8. Payments and Reports. All Royalties are to be mailed to Lessor, at the address on page one hereof, or at such other place as Lessor may specify in a written notice given by Lessor to Lessee, on or before the 45th day following the last day of each calendar month for the Minerals sold during the immediately preceding calendar month. The Royalty payment shall be accompanied by a report of Lessee completed in the following form and manner. The report shall be based on the type and exact number of tons of Minerals sold during the preceding calendar month. Said report will include bills of lading to confirm the amount of Minerals sold and the third party reporting relating thereto to confirm the amount of Royalty payments to be paid each calendar month. The Lessor will have the right to audit the documents relating to the calculations of tonnage sold.

9. Interest. Royalty payments which are not made when due shall accrue interest as follows: If Lessee fails to pay a Royalty payment when due and such failure continues for more than ninety (90) days after the Royalty payment was due, Lessee shall pay to Lessor interest at a rate per annum equal to the Prime Rate plus five percent (5.0%) (starting on the date the payment was due). As used herein, the "Prime Rate" shall mean the rate of interest in effect for such day as publicly announced from time to time by Bank of America, N.A., a national banking association, as its Prime Rate.

10. Records. Lessee shall maintain appropriate books and records with respect to the Minerals produced and sold from the Leased Premises. All such books and records shall be retained and preserved for at least three (3) years after the end of the calendar year to which they relate. Lessor, at Lessor's own cost and expense (except as otherwise provided herein), shall have the right (once per calendar year), during normal office hours, to examine Lessee's pertinent books, and records, reasonably necessary to verify the Minerals produced from the Leased Premises. Lessor shall have the right to use a profession auditing agency of their choice to complete such audit. If there is an underpayment discovered, the Lessee shall pay Lessor an interest penalty at a rate per annum equal to the lesser of (i) the Prime Rate plus five percent (5%) or (ii) the highest lawful rate of interest per annum that Lessor is permitted by applicable law to charge, on the portion of the Royalty underpayment that is due (such interest will begin to accrue on the day following the date on which such Royalty payment was due and shall continue until the Royalty payment is paid in full).

11. Termination of Lease. This Lease may be terminated: (a) upon mutual written consent of the Parties; (b) when sand reserves in approved excavation areas are depleted as determined by

Lessee in its sole and absolute discretion; (c) by Lessor for failure by Lessee to make monthly Royalty payments or the Minimum Royalty Payments, if due, within ninety (90) days after written notice thereof by Lessor to Lessee; or (d) by Lessor based upon any default or other failure of Lessee to obey or perform any of its obligations under this Lease within ninety (90) days after written notice from Lessor to Lessee notifying Lessee of such default. If Lessee is not reasonable capable of curing such default within 90 days and Lessee commences to cure such default within such ninety (90) day period and diligently pursues such cure, the cure period shall be reasonable extended.

12. **Operations.** Lessee shall, in its reasonable discretion, and in accordance with all applicable laws, determine at what times and in what manner all of its operations on the Leased Premises shall be conducted and the amount of Minerals that are merchantable, i.e., that amount of Minerals which can be economically mined and removed from the Leased Premises, as determined by Lessee in Lessee's reasonable discretion.

13. **Reclamation.** Should a plan of operation be required by a jurisdictional state or federal agency, Lessee shall work in conjunction with the Lessor and furnish a copy of the plan of operation required by such state or federal agency to Lessor. Any necessary mining and reclamation plan will be drawn up in a cooperative manner and by mutual agreement between the Parties, and be done in a way that will minimize the disruption of farming operations to the extent reasonable possible. Lessor will seek County support at the time a reclamation plan is completed by Lessee for the establishment of a sand and gravel pit in the Township of Arcadia, Wisconsin. Lessor, at Lessee's expense, will apply for the reclamation plan permit with the County Land Conservation Department, and such permit shall be promptly transferred to Lessee. Any necessary overburden removal and any required annual reclamation activities will be the responsibility of Lessee, at Lessee's expense. Lessee shall restore the surface of the Leased Premises to substantially its original condition to the extent feasible and reasonably practical, as determined by, as and when required, and in accordance with applicable state and federal laws and regulations governing reclamation of lands affected by this Lease and the mining permit and related reclamation plan applicable to the Leased Premises and shall satisfy all requirements of such permit and plan. Lessee shall have the right to use the Leased Premises without charge for the purpose of complying with its reclamation obligations hereunder, including after the expiration or termination of this Lease.

14. **Damages.** The compensation to Lessor herein provided shall be deemed to be full payment for all damages including surface subsidence which may be caused to the Leased Premises by Lessee's operations hereunder; provided, however, Lessee agrees to pay Lessor for, or repair damages to, Lessor's permanent improvements including, but not limited to, buildings on the Leased Premises, incurred in the course of Lessee's operations hereunder, provided the foregoing shall not in any way limit Lessee's obligations to reclaim the disturbed property as provided herein. If Lessee deems it necessary or convenient to cross through Lessor's fences, Lessee may, at its own expense, install adequate cattle guards or gates so as to permit passage by Lessee.

15. **Certain Duties and Obligations of Lessee and Lessor.**

a. If required by the county, Lessee will pay in a timely manner for any road entryway

damage that might result from hauling sand from the Leased Premises. Lessee will pay in a timely manner for and provide for a road bond insurance policy, for road use if there is a need for sand to be trucked over such roads.

b. The ingress and egress granted herein will include road access to any road necessary for moving the raw sand to the wet plant and/or dry plant and/or the rail spur/load-out area. The Lessor does not warrant that the County or Township will approve these accesses. It is the Lessee's responsibility to apply for these accesses.

c. During the term hereof Lessee shall have the right to the free use of water of whatsoever nature or kind, including water from ponds or water from wells drilled by Lessee and currently existing on the Leased Premises, in such quantities as Lessee deems necessary or desirable for the conduct of its operations; Lessor shall have use of all water developed by Lessee and all other water available on the Leased Premises provided such use does not interfere with Lessee's operations (except the water well that the homestead currently uses). If Lessee causes the current homestead well to go dry, Lessee will as soon as practical drill a new well for the Lessor at no expense to the Lessor.

16. Compliance with Laws. Lessee shall comply with all applicable statutes, codes, ordinances, orders, rules, regulations, and other legal requirements of any jurisdictional, governmental entity, including all laws pertaining to the environment, pollution and health and safety, regarding the operation of Lessee's business and the conduct of Lessee's operations on the Leased Premises.

17. Title Warranty. To the best of Lessor's knowledge (after due investigation), Lessor represents and warrants that Lessor is the owner of fee simple absolute title to the Leased Premises, has good and indefeasible title to the Leased Premises and to all Minerals in, on and under said Leased Premises. Furthermore, Lessor covenants that Lessor has the unrestricted right to enter into and fully perform all its obligations under this Lease, subject to the pre-existing rights of holders of servitudes, rights of way, easements, restrictions and mineral interests of record. Should there be *unrecorded* documents of the kind and character referenced in this paragraph that exist and are presented for enforcement during the term of this Lease or any part of thereof which result in the interference with or diminution (i.e. lessening or reducing) of Lessee's rights under this Lease, Lessee, at its sole option, shall have the right to cancel without penalty the remainder of the Lease, and/or demand Lessor defend, indemnify and hold Lessee harmless from the demands of the holder of such unrecorded document including, without limitation, paying all reasonable expenses incurred by Lessee including, without limitation, all reasonable attorney fees, as a result of the unrecorded document sought to be enforced by its holder.

18. Undisturbed Enjoyment. Lessor hereby agrees that what within its legal rights and control, Lessee, its officers, partners, employees, agents, contractors, subcontractors, guests and/or invitees are entitled to the undisturbed enjoyment of its rights in and to the Leased Premises provided for in this Lease (including, but not limited to, the right and the legal noise levels associated with prospecting for, exploring for, producing, developing, mining, extracting, removing, storing, transporting, transloading, processing and marketing the Minerals). Furthermore, Lessor hereby agrees that what within its legal rights and control, Lessee, its

officers, partners, employees, agents, contractors, subcontractors, guests and/or invitees shall have the unrestricted right of ingress and egress to and from the Leased Premises for Lessee, its officers, partners, employees, agents, contractors, subcontractors, guests and/or invitees subject to the rights of all owners and holders of legally recorded servitudes, rights of way, easements, restrictions and mineral interests, and existing as of the commencement date of the Primary Term that may encumber or otherwise affect all or any part of the Leased Premises.

19. **Force Majeure.** Should Lessee be prevented, by any cause beyond Lessee's control (including, without limitation, fire, cave-in, flood, windstorm, other damage from the elements, strike, riot, scarcity of or inability to obtain necessary equipment or materials, unavailability of transportation, any federal or state law or any order, rule or regulation of governmental authority, litigation, act of God, or act of public enemy), from complying with any express or implied covenant of this Lease, then, while so prevented, and for thirty (30) days thereafter, Lessee's obligation to comply with such covenant shall be suspended. Lessee shall, within a reasonable period of time, notify Lessor of the beginning and ending date of each such period of force majeure.

20. **Permitting:** Lessee shall be responsible for obtaining and/or maintaining all required permits (except for the reclamation permit) and licenses, if any, related to all excavation and sand processing activities. Lessor hereby agrees to cooperate with Lessee (in any all respects) in applying for and obtaining any other required zoning and other governmental classifications, permits, approvals, licenses and documents reasonably required in connection with the lawful conduct of Lessee's business and operations on the Leased Premises; provided, however, that Lessor shall not be obligated to incur any expense in connection therewith and Lessee shall reimburse all reasonable expenses therefore. Lessor hereby agrees to execute all documentation necessary to obtain the necessary permits, government classifications, approvals, licenses and documents required in connection with the lawful conduct of Lessee's business and operations on the Leased Premises.

21. **Confidentiality.** Neither Party, nor any employee nor agent of a Party, will, during the term of this Lease, disclose to any person all or any part of any Confidential Information received from the other Party or its officer, employee or agent, and will not at any time act unreasonably or fail to act reasonably so as to cause the loss of Confidential Information. As used herein, Confidential information means the content of this Lease, and other information about either Party, its clients, customers, knowledge about pending sale agreements, sand test/analysis data, production records and the planned assignment and responsibilities of this Lease to a third party. Confidential Information does not include (i) information that is now or becomes available to the public, (ii) information that is otherwise required by law, rule or regulation to be disclosed, or (iii) information that is required to be disclosed to a lender of Lessor or in conjunction with the Lessor's farming operations on the Leased Premises.

22. **Insurance:** Lessee and its contractors will carry Commercial General Liability Insurance (occurrence form), covering bodily injury and property damage liability, including contractual products and completed operations with minimum limits of \$5,000,000 per occurrence, \$5,000,000 Aggregate Products - Completed Operations, and \$5,000,000 General Aggregate. In addition, contractors will carry Comprehensive Automobile Liability covering owned, hired,

and non-owned vehicles with minimum limits of \$1,000,000 per person and \$1,000,000 per accident for bodily injury and \$1,000,000 property damage or combined single limit of at least \$1,000,000. During the term of this Lease, such insurance can not be terminated without the consent of Lessor.

23. Assignment By Lessee. Lessee may assign its interest in this Lease without the prior written consent of Lessor, but Lessee must give Lessor prior written notice of such assignment. Upon assignment by Lessee of this Lease, in whole or in part, the assignee will succeed to all rights and be subject to all liabilities, claims, obligations, penalties, and the like, heretofore incurred by the assignor, including any liabilities to Lessor for unpaid Royalties. However, such assignment will not have the effect of releasing the assignor from any liability, claim, obligation, penalty, or the like, theretofore accrued in favor of Lessor. In addition, upon any assignment of this Lease by Lessee, the assignee assumes, for the benefit of Lessor, the obligation to fulfill all provisions and covenants of this Lease, both expressed and implied. Assignee, as used in this section, shall also include any successor, devisee, legal representative or heir of an assignee who acquires any right or obligation initially held by that assignee under this Lease.

24. Assignment By Lessor. Except for (i) the assignment of Lessor's interest in this Lease, or any portion thereof, to Lessor's lender, provided that such lender agrees to assume Lessor's obligations hereunder upon any exercise of its interest herein at the time of such exercise; or (ii) the assignment of Lessor's interest in this Lease in connection with the sale of the Leased Premises, and provided that such assignee assumes Lessor's obligations hereunder, Lessor shall not assign or transfer any interest in this Lease or sublease or allow any third party to use any portion of the Leased Premises, to the extent that any such sublease or allowance would conflict with Lessee's rights pursuant to the terms of this Lease, without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed by Lessee. Lessor must give Lessee prior written notice of any such assignments.

25. Authority. Each Party to this Lease represents and warrants to the other that such Party has full power and authority to enter into this Lease and that such Party's execution, delivery, and performance of this Lease has been fully authorized and approved, and that no further approvals or consents are required to bind each Party and that such agreement when executed will be the binding of such Party.

26. Recording. This Lease will not be recorded with the Register of Deeds office. A mutually acceptable memorandum of this Lease will be duly recorded in the real estate records of _____ County, Wisconsin. Within thirty (30) days of the termination of this Lease, Lessee hereby agrees to place of record a release of this Lease with the Register of Deeds of _____ County, Wisconsin.

27. Taxes. Lessee agrees to pay prior to delinquency all severance taxes, if any, due from the sale and removal of Minerals from the Leased Premises and shall pay prior to delinquency any ad valorem taxes assessed against Lessee's property. Lessor shall pay prior to delinquency all ad valorem taxes assessed against the Leased Premises. Each party agrees to pay its own severance taxes and ad valorem taxes. Each Party agrees to provide the other Party with copies of paid tax receipts or other proof of payment of all such taxes, such copies or other proof to be delivered

to the other Party prior to the date on which the taxes in question become delinquent if not paid. Lessee hereby agrees to pay for any increase in Lessor's taxes due to Lessee's use of the Leased Premises and its operations hereunder.

28. Lessor's Lien Waiver and Subordination. Lessor waives any contractual, constitutional, or statutory lien in all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, and any other personal property of Lessee located at the Leased Premises, and, if Lessee is not in default, Lessor, within ten (10) days of Lessee's written request, will sign and deliver an estoppel letter to Lessee and/or any third party confirming this waiver.

29. Consent by Lender/Subordination. Lessor will use its best efforts to obtain a consent to this Lease from its current lender(s), and will obtain a (i) consent to the Lease as to any future lender, agreeing that any liens, security interests, judgment liens, charges or other encumbrances upon the Leased Premises shall be and remain inferior and subordinate to this Lease, or (ii) a subordination and non-disturbance agreement with Lessor's lender in form and substance acceptable to Lessee. Notwithstanding anything in this Lease, if Lessor is unable to obtain such consent, Lessee has the absolute and unconditional right to terminate this Lease.

30. Counterparts. This Lease may be executed in one or more counterparts, each of which, when so executed will be deemed to be an original and such counterparts together will constitute but one and the same instrument.

31. Notices. All notices, unless otherwise provided for herein, shall be in writing and delivered in person or by U.S. certified mail, return receipt requested to the respective Parties at their respective addresses set forth below or such other address as shall be specified in a notice given by such party to the other in accordance with this Section. Lessee may send any and all payments and Royalty accounting statements to Lessor by first class mail postage prepaid or as otherwise provided for herein. All said notices shall be deemed properly given at the time when delivered to the party to which such notice is directed in person or four (4) business days after being deposited in the United States Postal Service or nationwide overnight delivery service, properly addressed to such party, at such party's mailing or direct delivery address set forth hereinabove with postage or delivery prepaid, sent by certified mail or overnight delivery, return receipt requested.

All notices and other communications to Lessor shall be addressed as follows:

With a copy to:

All notices and other communications to Lessee shall be addressed as follows:

Glacier Sands, LLC
17730 Breconwood Road,

Wayzata, Minnesota 55391

Attn: Brian Iverson

With a copy to:

Jackson Walker L.L.P.
777 Main Street, Suite 2100
Fort Worth, Texas 76102
Attn: Carrie B. Miller

32. **Change in Writing.** This Lease comprises the entire agreement between the Parties hereto with respect to the subject matter hereof and may only be changed or modified by an agreement in writing executed by all parties

33. **Conflict Provision.** In the event any provision of this Lease conflicts with any law under which this Lease is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction of the parties to this Lease, such provision shall be deemed deleted from the Lease and the Lease shall be construed to give effect to the remaining provisions thereof.

34. **Condemnation.** If, during the lease term, or any extension of the lease term, all or a part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation or right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and any royalties owed for the unexpired term of this lease, or extension thereof, will be forgiven.

35. **Drafting.** No provision of the Lease will be interpreted for or against any Party on the basis that such Party was the draftsman of such provision, both Parties being deemed to have participated equally in the drafting of the Lease, and no presumption of burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of this Lease.

36. **Governing Law:** This Lease shall be construed and governed by laws of the State of Wisconsin. In the event any action is brought to interpret or enforce this Lease, then the prevailing party in such action shall be entitled to recover from the other party attorney's fees and court cost incurred in such action.

37. **Final Agreement.** This Lease Agreement and exhibits attached hereto constitute the entire agreement between the parties. Except as stated herein, there are no other promises, representations (express or implied), warranties or agreements made by the Lessor or Lessee.

THIS LEASE has been executed by the duly authorized representative of the Parties as of the date first hereinabove set forth.

Lessee

Glacier Sands, LLC

Date: _____

By: _____

Name: _____

Title: _____

Lessor

Date: _____

By: _____

Name: _____

Date: _____

By: _____

Name: _____

EXHIBIT A

EXHIBIT B