

MINERAL LEASE

This lease entered into on November 5, 2021, by and between the following parties:

OWNER:

Leonard G. & Laura Jean Halfman Trust
By Natalie Halfman and Bill Halfman, Co-Trustees

AND

LESSEE:

Haas Sons, Inc., c/o Jason Haas, Director

In consideration of the mutual covenants contained herein OWNER and LESSEE agree as follows:

OWNER, hereby leases exclusively to LESSEE, its successors and assigns, for a term of 10 years commencing from the effective date of this agreement, the following real estate located in the Town of Woodmohr, Chippewa County, Wisconsin, described as follows (PROPERTY):

Parcel No: 23008-0624-00020000
23008-0631-00000000

Legal Description

SE ¼ of the NW ¼ of Section 6, Township 30 North, Range 8 West, EXCEPT the North 6.5 rods thereof; and EXCEPT CSM 2720 recorded in V. 12, page 203, as Document No. 686606; but including that part of the SW ¼ of the NE ¼ of Section 6-30-8W lying west of CSM 2720; and

NE ¼ of the SW ¼ of Section 6, Township 30 North, Range 8 West;

All in the Town of Woodmohr, Chippewa County, Wisconsin.

LESSEE shall have the option to renew this lease on said PROPERTY at the end of the lease term, for another 10-year term by giving the OWNER written notice prior to the expiration of the lease. This is a lease of less than 99 years and not subject to a transfer return.

During any term of the Lease, OWNER does hereby grant to LESSEE the right of first refusal to purchase the PROPERTY or any portion thereof, for an amount equal to any bona fide written offer to purchase tendered to OWNER by any third party.

LESSEE shall have the exclusive right to erect and operate materials processing equipment on the leased premises that is needed to produce, stockpile and sell mining products. The leased premises may be used for processing, stockpiling and selling mining products removed from the property. All stockpiled mining products shall remain the property of the LESSEE at the expiration of the lease term and shall be removed at the LESSEE'S convenience. LESSEE shall have 2 years to remove any processed material after the lease has expired.

OWNER shall pay all real estate taxes and assessments levied against the PROPERTY. LESSEE shall pay all taxes levied against personal property brought on or installed on the premises. The OWNER may continue to use any portion of the land unused by LESSEE during the term of this lease; provided however that OWNERS' use of said premises shall be incidental and subordinate to the removal of gravel and dirt therefrom and shall in no manner interfere with LESSEE's operations.

In the event the PROPERTY is depleted of usable materials, or LESSEE'S operation becomes economically unfeasible for any reason as determined by LESSEE, LESSEE may terminate this Lease.

LESSEE may construct and utilize such access roads over the PROPERTY and over adjacent lands belonging to OWNER as may be required for LESSEE'S use of the PROPERTY.

LESSEE shall keep records of the total yards of all rock, sand and gravel it removes from the PROPERTY. Upon the basis of said records, LESSEE agrees to pay OWNER a royalty for minerals extracted and removed in the amount stated on Addendum A.

Royalties will be paid quarterly to the OWNER, unless OWNER directs otherwise in writing.

OWNER warrants and represents that OWNER has good and sufficient title to the PROPERTY and that OWNER has the right and power to execute this lease.

This lease is contingent upon LESSEE obtaining the following:

1. Chippewa County NR135 permit
2. DNR chapter 30 permit
3. DNR storm water permit
4. Town and County Zoning Permits

LESSEE will obtain permits for gravel extraction and will maintain them. LESSEE agrees to restore PROPERTY according to Chippewa County Zoning ordinances with all usable materials remaining on site.

This lease shall be binding upon the heirs, successors, legal representatives and assigns of the parties hereto. If a third party succeeds to OWNERS interest in this Lease, OWNER and the third party shall immediately notify LESSEE in writing of such successor.

If it is determined that any provision of this Lease is invalid, the validity of the remaining provisions shall not be affected.

This Lease contains all of the agreements of these parties hereto, and there are no representations, agreements, or conditions other than those expressly included herein.

Addendum A contains personal identifying information of the parties to this lease and the terms of the royalty payments. If this document is recorded, Addendum A shall be omitted from recording.

IN WITNESS WHEREOF, the parties have executed this document with an effective date of November 5th, 2021.

OWNER:

Date Signed: 11-11-21

Natalie Halfman
* Natalie Halfman, Co-Trustee

William Halfman
* Bill Halfman, Co-Trustee

STATE OF WISCONSIN }
COUNTY OF Monroe } ss.

Personally came before me on November 11, 2021, the above-named Natalie Halfman and Bill Halfman, Co-Trustees of the Leonard G. & Laura Jean Halfman Trust, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Mary A. Brieske {Notary Signature}

Mary A. Brieske {Notary Name - Printed or Typed}
Notary Public, State of Wisconsin
My Commission Expires: November 7, 2025

LESSEE:

Date Signed: 11-17-21

HAAS SONS, INC.

Jason Haas
By: Jason Haas, Director

STATE OF WISCONSIN }
COUNTY OF Clark } ss.

Personally came before me on November 17, 2021, the above-named Jason Haas, Director of Haas Sons, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Tara L. Wisniewski {Notary Signature}

Tara L. Wisniewski {Notary Name - Printed or Typed}
Notary Public, State of Wisconsin
My Commission Expires: 11/1/2022

This Document Drafted By:
Jason Haas for Haas Sons, Inc.



