

JUDITH D. ROEHN
Ontonagon County 4P
Page 1 of 4
JEM Date 05/04/2004 GR 113/21
RECORDING FEE: Time 09:38:57
23.00

QUIT CLAIM DEED

Grantor COPPER RANGE COMPANY, a Delaware Corporation, whose address is 105 Maple Street, White Pine, Michigan 49971, quit claims to SubTerra LLC., a Michigan Limited Liability Corporation, whose address is P.O. Box 55, White Pine, Michigan 49971, the following described premises situated in the Townships of Carp Lake and Ontonagon, County of Ontonagon and State of Michigan also known as the Underground Mine and Shafts more particularly described as follows:

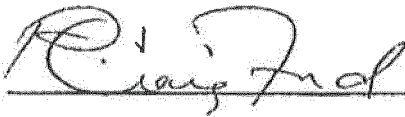
See Attachment A attached hereto and incorporated herein.

for the sum of \$10.00 and other good and valuable consideration.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 24th day of February, 2004



Signed by:
COPPER RANGE COMPANY

By: 

Robert J. Ind

Print Name:

Its: President

VIA

PROVINCE OF Ontario
CITY OF Toronto

I, Steve Astritis, a ^{Notary Public} Commissioner for the Taking of Oaths of the city and Province aforesaid certify that Jochen Tilk personally appeared before me this day and acknowledged that she/he is the President of Copper River Co., a Delaware Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President;

Witness my hand and official seal, this 26th day of February, 2004.

Steve Astritis
Notary Public, Commissioner for
the Taking of Oaths
Province of Ontario
My Commission Expires is for life

When recorded return to: Grant R. Trigger 2290 First National Building 660 Woodward Avenue Detroit, MI 48226	Send subsequent tax bills to: SubTerra P.O. Box 65 White Pine, Michigan 49871	Drafted by: Grant R. Trigger 2290 First National Building 660 Woodward Avenue Detroit, MI 48226
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Recording Fee: _____ Tax Parcel ID No. _____ Transfer Tax _____
Street Address: _____

Attachment A

The Underground Mine includes any and all constructed void spaces located vertically beneath the following property including all points of access to the surface, within the ranges described below, regardless of surface land ownership in Ontonagon County, Michigan. These descriptions describe a three (3) dimensional area with upper and lower boundaries defined vertically by elevation above mean sea level (USGS datum) and limited horizontally by the listed property boundaries.

3-D Block 780 to minus 2840 (-2840) msl

T51N, R41W (Carp Lake Township)

Section 30, SW $\frac{1}{4}$ SW $\frac{1}{4}$,
Section 31, W $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 32, EXCEPT N $\frac{1}{4}$ NE $\frac{1}{4}$
Section 33, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 34, SW $\frac{1}{4}$ SW $\frac{1}{4}$

3-D Block 830 to minus 2840 (-2840) msl

T50N, R42W (Carp Lake Township)

Section 1, N $\frac{1}{2}$
Section 2, N $\frac{1}{2}$
Section 3, N $\frac{1}{2}$
Section 4, N $\frac{1}{2}$

T50N, R41W (Ontonagon Township)

Section 8, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

3-D Block 855 to minus 2840 (-2840) msl

T50N, R41W (Ontonagon Township)

Section 6, S $\frac{1}{2}$ EXCEPT E $\frac{1}{4}$ SE $\frac{1}{4}$
Section 7 EXCEPT S $\frac{1}{2}$ S $\frac{1}{2}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

T50N, R42W (Carp Lake Township)

Section 1, S $\frac{1}{2}$
Section 2, S $\frac{1}{2}$
Section 3, S $\frac{1}{2}$
Section 4, S $\frac{1}{2}$
Section 8, E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 9
Section 10
Section 11
Section 12, Except: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 13, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
Section 14
Section 15
Section 16
Section 17
Section 20, NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 21, Except: E $\frac{1}{4}$ SE $\frac{1}{4}$
Section 22, Except: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 23, NE $\frac{1}{4}$, E $\frac{1}{4}$ E $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 24, W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

Shafts

The below described Shafts include the surface area around the opening and any and all constructed void spaces beginning at the surface leading to the underground mine as described below, regardless of surface land ownership in Ontonagon County, Michigan. These shafts include but are not limited to the following:

Northwest Vent Shaft Location
T51N, R41W (Carp Lake Township)
Section 31, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

A vertical shaft of diameter 18 feet from surface to the underground mine 87 feet

Old Vent Shaft Location
T50N, R42W (Carp Lake Township)
Section 3, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$

A vertical shaft of diameter 20 feet from surface to the underground mine 322 feet

40' Vent Shaft Location
T50N, R42W (Carp Lake Township)
Section 4, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

A vertical shaft of diameter 42 feet from surface to the underground mine 63 feet

DET_B\407802.2

STACY C. PREISS 10P
Ontonagon County
DI 201400934 Page 1 of 10
JEM Date 05/19/2014 Time 12:26:02
RECORDING FEE: 41.00

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") dated as of MAY 8, 2014 by **COPPER RANGE COMPANY**, a Delaware corporation ("CRC"), having an address of 105 Maple Street, White Pine, Michigan 49971, is executed, delivered, and recorded for the benefit of **SUBTERRA LLC**, a Michigan corporation ("SubTerra"), having an address of P.O. Box 55, White Pine, Michigan 49971.

RECITALS

A. CRC has heretofore quit claimed and conveyed to SubTerra certain lands and interests in real property located in the Townships of Carp Lake and Ontonagon, Ontonagon County, Michigan by (i) a Quit Claim Deed dated February 26, 2004 and recorded May 4, 2004 in Liber 113 of Deeds, Page 21, Ontonagon County Records; (ii) a Quit Claim Deed of even date hereof which is or shall be recorded with the Ontonagon County Register of Deeds; a (iii) Quit Claim Deed dated February 26, 2004 and recorded May 4, 2004 in Liber 113 of Deeds, Page 25; and (iv) a Warranty Deed dated September 29, 2009 and recorded on October 2, 2009 as Document No. 200901836 (together, the "Deeds");

B. CRC has also heretofore executed and delivered for the benefit of SubTerra a certain Declaration of Restrictive Covenant To Restrict Placement Of Tailings dated February 26, 2004 which is or shall be recorded with the Ontonagon County Register of Deeds ("Tailings Covenant"); and

C. CRC has agreed to protect the rights of SubTerra in the underground mine and other premises conveyed by the Deeds by restricting CRC's rights of access to such underground mine and such other premises and its use of certain land owned by CRC adjacent to and above the underground mine, all as hereinafter specifically set forth.

NOW THEREFORE, in consideration of the Recitals, premises and agreements set forth herein, and in furtherance of the understandings of CRC and SubTerra, CRC hereby irrevocably covenants and agrees as follows:

1. Restrictive Covenant. CRC hereby waives and releases any and all rights to:

(a) access, enter, use, penetrate or occupy the Underground Mine or the Buffer Area, except for Permitted Uses, each as defined below; and

(b) explore, drill, develop, operate, mine, extract, excavate, produce, recover or store any ores, metals, salts, coal, oil, gas, or other minerals, materials, fluids, or substances of any

EXECUTION COPY

kind or character (including without limitation backfill, broken rock, and mine tailings) in the Underground Mine or the Buffer Area, except for the Permitted Uses specifically described in paragraph 2(c) below.

"Underground Mine", for the purposes of this Restrictive Covenant, shall mean the real property described on Exhibit A attached hereto.

"Buffer Area" shall mean a three (3) dimensional area comprising and including all lands and depths located vertically and horizontally within three hundred thirty (330) feet of the Underground Mine; provided, however, that under no circumstances shall the Buffer Area include the surface of the lands located above such three (3) dimensional area, as and where the elevation of such surface is located as of the date of this Restrictive Covenant ("Surface").

Subject to the provisions of the Tailings Covenant, this Restrictive Covenant shall have no effect on CRC's ownership of and right to use the Surface and the subsurface (to a depth of fifty (50) feet below the Surface) of the lands owned by CRC that are located above and outside of the three (3) dimensional area comprising the Underground Mine and Buffer Area.

2. Permitted Uses. The waivers, restrictions and prohibitions set forth in paragraph 1 hereof are subject to the following permitted uses ("Permitted Uses");

(a) Uses necessary for the performance of all rights and obligations of CRC relating directly to remedial and monitoring activities under: (i) matters of record as of the date of this Restrictive Covenant; (ii) the Remedial Activity Easement Agreement of even date hereof which is or shall be recorded with the Ontonagon County Register of Deeds; and (iii) the agreements between CRC and SubTerra listed on Exhibit B attached hereto, all of such uses, agreements, and matters of record between CRC and SubTerra being subject to the provisions of paragraph 3 below;

(b) Uses necessary for the performance of CRC's obligations under (i) the Consent Decree between Grantor, Frank J. Kelly, Attorney General of the State of Michigan, and the Michigan Department of Environmental Quality ("MDEQ") dated September 4, 1997, as it may be amended, (ii) the Remediation Action Plan approved by the MDEQ with respect to the White Pine Mine facility ("RAP"), and (iii) the National Pollutant Discharge Elimination System (NPDES) System, Permit No. 00006114, issued to CRC by the MDEQ on November 1, 2012, as it may be renewed or amended; and

(c) Uses within the Buffer Area necessary to determine the location and structural integrity of, and to establish and maintain a subsurface barrier wall in connection with the development of a new underground mine outside of the Buffer Area insofar, and only insofar, as SubTerra shall have given its prior written consent to such uses, which consent shall not be unreasonably delayed or withheld, but which consent may be withheld if in the reasonable judgment of SubTerra, based on technical evidence, such use would adversely impact SubTerra's occupation and use of the Underground Mine, and which consent may be conditioned upon such reasonable conditions as SubTerra may determine are necessary to protect its occupation and use of the Underground Mine, including without limitation, requiring that CRC provide SubTerra

with copies of the plans, methods and permits for such work and with a satisfactory indemnity by CRC with respect to the performance of such work.

3. Runs With the Land; Prevails in the Event of a Conflict. The covenants, waivers, restrictions and prohibitions set forth in this Restrictive Covenant shall run with the land, shall inure to the benefit of SubTerra, its successors and assigns, and shall be binding on CRC, and its successors and assigns, and any person or entity claiming an interest in the Buffer Area, or any right to use the Buffer Area, through or under CRC. It being the express agreement of CRC and SubTerra that CRC's rights of access to the Underground Mine and Buffer Area are subject to, and limited and governed by, this Restrictive Covenant, the parties further acknowledge and agree that, in the event of a conflict between the provisions of (a) any of the instruments or agreements between CRC and SubTerra described in paragraph 2(a) herein or listed on Exhibit B hereto, and (b) this Restrictive Covenant, the provisions of this Restrictive Covenant shall prevail.

4. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant for and on behalf of CRC represents and certifies that the undersigned is duly authorized to execute and deliver this Restrictive Covenant and that this Restrictive Covenant is the valid and binding obligation of CRC.

5. Notices. Any Notice or other communication required or which may be given under this Restrictive Covenant shall be in writing and either delivered personally to the addressee or telecopied, emailed or telexed to the addressee, or sent by overnight courier to the addressee; and it shall be deemed given when so delivered personally, telecopied, emailed or telexed to the addressee, or if sent by overnight courier, one business day after the day so sent as follows:

If to SubTerra:	Brent H. Zettl SubTerra LLC P.O. Box 55 White Pine, Michigan 49971
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If to CRC:	J. P. Solmes Copper Range Company c/o First Quantum Minerals Suite 1000 330 Bay Street Toronto, Ontario, Canada M5H 2S8
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6. Waiver. No delay on the part of SubTerra in exercising any of its rights, powers, or privileges under this Restrictive Covenant shall operate as a waiver of such rights, powers, or privileges, nor shall any waiver by SubTerra of any rights, powers, or privileges under this Restrictive Covenant, nor any single or partial exercise of any such rights, powers, or privileges under this Restrictive Covenant, preclude any other or further exercise of such rights, powers, or privileges under this Restrictive Covenant. The rights and remedies of SubTerra arising out of, or otherwise in respect of, any breach of this Restrictive Covenant shall in no way be limited by the fact that the act, omission, occurrence, or other state of facts upon which any claim of any

such breach is based may also be the subject matter of any other covenant or agreement between CRC and SubTerra as to which there is no breach.

[Signature on following page]

IN WITNESS WHEREOF, CRC, as Declarant, has caused this Declaration of Restrictive Covenant to be executed and delivered on this 8 day of May, 2014.

COPPER RANGE COMPANY,
a Delaware corporation

By: [Signature]
JP Solmes
Its: ~~President~~ ASST. SECRETARY
DF

PROVINCE OF ONTARIO)

CITY OF TORONTO)

The foregoing Declaration of Restrictive Covenant was acknowledged before me this 8th day of May, 2014, by JP Solmes, the Assistant Secretary of **COPPER RANGE COMPANY**, a Delaware corporation, on behalf of said corporation.

[NOTARY SEAL]

[Signature]
Print Name: Ass. Daniel Fuke
Notary Public, Ontario
My Commission Expires: N/A

Drafted by and when
Recorded return to:
John H. Norris
Dickinson Wright PLLC
2600 W. Big Beaver Road, Ste 300
Troy, MI 48084-3312

EXHIBIT A

1. The underground mine that is located under the surface of (i) the lands described below and (ii) certain other lands adjacent thereto which are depicted on the Mine Map (defined below), including without being limited to all constructed void spaces, backfill, broken rock, mine tailings, tunnels, pillars, posts, panels, structures, improvements, workings, fixtures, walls and ceilings (the "Underground Mine"). The Underground Mine comprises and includes (a) the entirety of a three (3) dimensional area, with upper and lower physical boundaries being defined vertically by an elevation above mean sea level (USGS datum) as described below, and the physical horizontal boundaries of such underground mine being located as shown on the mine map attached hereto as Exhibit A-1, which mine map depicts an interpretation of the survey of the external boundaries of the historical underground mine workings of the White Pine Mine by Applekamp Surveying, P.C. of Ewen, Michigan (the "Mine Map"); and (b) all shafts and portals leading from the surface to such underground mine.

3-D Block 780 to minus 2840 (-2840) msl

T51N, R41W (Carp Lake Township)

Section 30, SW 1/4 SW 1/4
Section 31, W 1/2, W 1/4 SE 1/4, SE 1/4 SE 1/4
Section 32, EXCEPT N 1/2 NE 1/4
Section 33, SW 1/4 SW 1/4
Section 34, SW 1/4 SW 1/4

3-D Block 830 to minus 2840 (-2840) msl

T50N, R42W (Carp Lake Township)

Section 1, N 1/2
Section 2, N 1/2
Section 3, N 1/2
Section 4, N 1/2

T50N, R41W (Ontonagon Township)

Section 6, SW 1/4 NE 1/4, SE 1/4 NW 1/4

3-D Block 855 to minus 2840 (-2840) msl

T50N, R41W (Ontonagon Township)

Section 6, S 1/2 EXCEPT E 1/2 SE 1/4
Section 7 EXCEPT S 1/2 S 1/2, E 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4

T50N, R42W (Carp Lake Township)

Section 1, S 1/2
Section 2, S 1/2
Section 3, S 1/2
Section 4, S 1/2

Section 8, E 1/2, E 1/2 SW 1/4, SE 1/4 NW 1/4
Section 9
Section 10
Section 11
Section 12, Except: S 1/2 SE 1/4
Section 13, NW 1/4, N 1/2 SW 1/4
Section 14
Section 15
Section 16
Section 17
Section 20, NE 1/4, E 1/2 NW 1/4, N 1/2 SE 1/4
Section 21, Except: E 1/2 SE 1/4
Section 22, Except: SW 1/4 SW 1/4
Section 23, NE 1/4, E 1/2 E 1/2 NW 1/4, NW 1/4 SW 1/4, SW 1/4 NW 1/4
Section 24, W 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4 NW 1/4

Shafts

2. The Shafts described below include the surface area around the opening of each Shaft and any and all constructed void spaces beginning at the surface and leading to the underground mine, regardless of surface land ownership:

Northwest Vent Shaft Location

A vertical Shaft of ± 18 feet in diameter from the surface to the Underground Mine, ± 97 feet in length

Old Vent Shaft Location

A vertical Shaft of ± 20 feet in diameter from the surface to the Underground Mine, ± 322 feet in length

40' Vent Shaft Location

A vertical Shaft of ± 42 feet in diameter from the surface to the Underground Mine, ± 63 feet in length

EXHIBIT A-1

[Map of Historic White Pine underground mine]



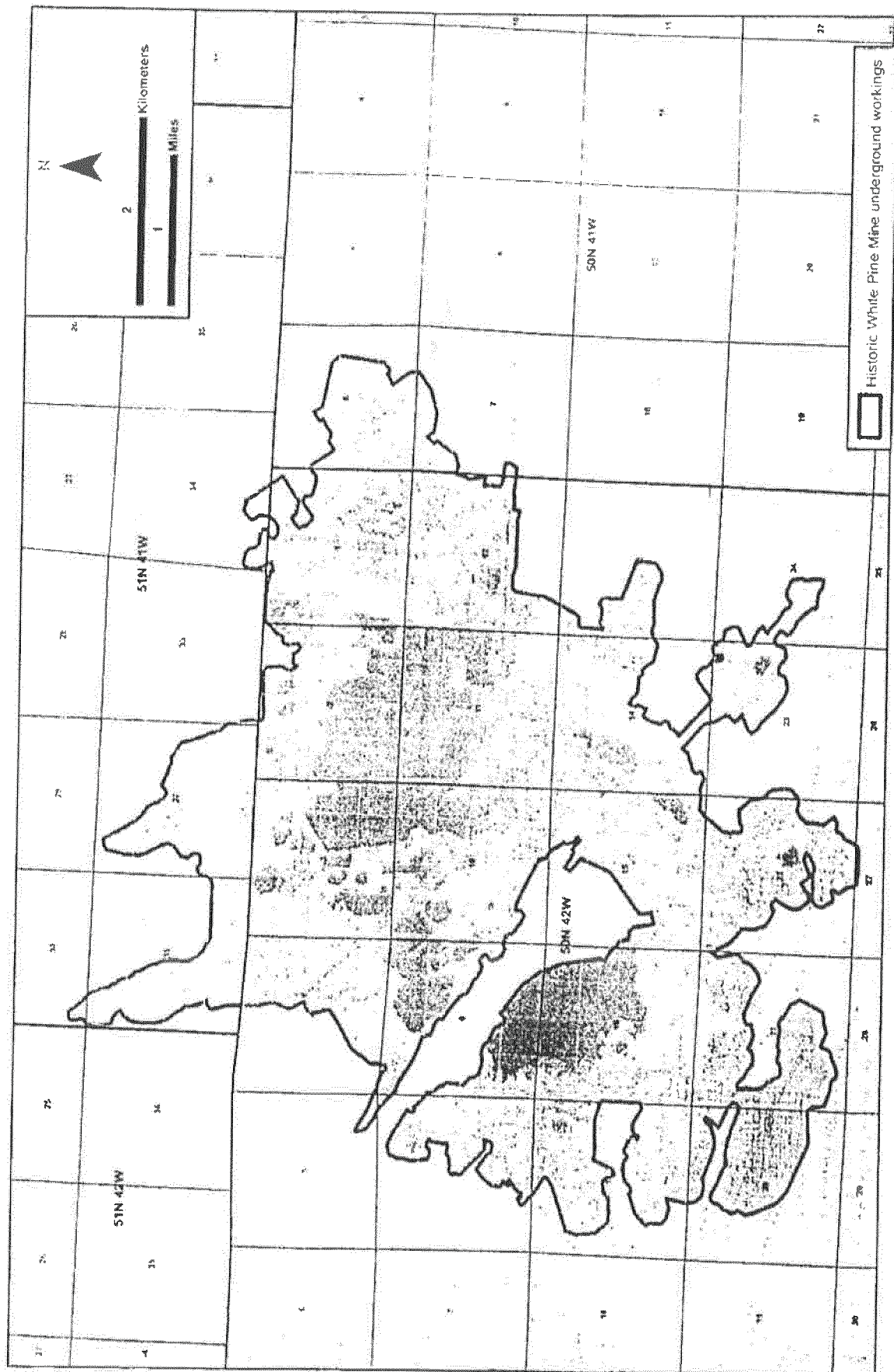


EXHIBIT B

1. Mine Water Management Plan Standard Operating Procedures dated February 19, 2004 between SubTerra, LLC and Copper Range Company.
2. Interim Pumping Arrangement between Copper Range Company and SubTerra, LLC dated May 13, 2005.
3. Asset purchase agreement dated June 10, 2003 among SubTerra, LLC, Copper Range Company and Prairie Plant Systems, Inc.
4. Real property purchase agreement dated July 31, 2009 between SubTerra, LLC and Copper Range Company.
5. Area B Transfer Agreement dated February 26, 2004 between SubTerra, LLC and Copper Range Company.