

and be enforceable by the respective successors and assigns of the parties hereto. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

6. This Assignment may be executed in a number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7. All notices and other communications hereunder shall be in writing and shall be delivered or mailed by first class registered or certified mail, postage prepaid, to the respective parties hereto at their addresses set forth above or at such other address as either party may have designated by notice to the other.

8. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

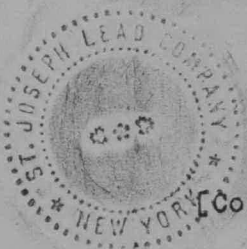
EDWARD PAYNE & ASSOCIATES

By Edward C. Payne

Edward C. Payne
Sole General Partner

ST. JOSEPH LEAD COMPANY

By John R. [Signature]
Vice President



[Corporate Seal]

Attest:

D. Broward Craig
Secretary