



April 17, 2026

[REDACTED]

ATTN: [REDACTED]

RE: Proposal for Tunnel Stabilization Support Services at the Broken Boot Gold Mine

Mrs. [REDACTED]

Harrison Western Construction Corporation (“HW”) (Contractor) is pleased to offer this proposal for labor, tools, materials and select equipment necessary to support the stabilization of the exit tunnel section and a closure section to prevent tourist access to portions of the Broken Boot Gold Mine (BBGM). If accepted, the terms of this proposal shall become the Construction Agreement (“Agreement”) between HW and Broken Boot Mine, Inc. (“Owner) (each a “Party”, collectively, the “Parties”).

BACKGROUND

The Broken Boot Gold Mine is a 100+ year old mine outside of Deadwood, SD. The mine exists as a tourist attraction and is supported by existing wooden sets and cribbing.

HW is proposing on rehabilitation and barricade work at the facility as a result of a recent inspection performed by Respec and HW which reported several safety concerns requiring remediation.

The Board of the BBGM require the tour experience to remain as close to the original experience as possible, which means the installation of steel supports where visible from the tour circuit will be avoided where possible.

Respec is the engineer of record here and will prescribe all ground support requirements in the field. General field fit prescriptions will be required as there are no as-built drawings detailing the current ground conditions, existing ground support and specific tunnel geometries.

HW has provided general recommendations and discussed constructability with Respec and BBGM. During these discussions it was decided that HW would propose to install a barricade in the back portion of the mine and that additional ground support in the exit drift.

SCOPE OF WORK

HW will perform work at the direction of RESPEC Engineering personnel, with approval from BBGM, up to the agreed upon “Not to Exceed” (NTE) amount specified in the pricing table below. HW will not provide any engineering services in relation to this project, and any suggestions for approach shall be taken as means & methods recommendations with no guarantee or consideration of the structural longevity of the solutions.

[REDACTED]

- **Barricade -**

The barricade will prevent tourists from passing this point during regular tours while still allowing visibility of the stope area during tours. Barricade will have a gate allowing personnel to enter for maintenance and ground monitoring operations to occur past that point when necessary. HW will measure, procure, and install the barricade.

- **Exit Tunnel Stabilization Support Services -**

In the attached document, there are two representative drawings detailing the existing conditions of the exit tunnel. Cut section A and Cut section B. Cut section A details the existing conditions near the intersection with the cross-cut tunnel. Section B details the existing conditions further down the exit tunnel, where a recent ground fall event has occurred. In the cut section A zone, there is visible separation and cracking along the same failure planes that the rock fall event in cut section B occurred. Addressing this zone is the highest priority. Conceptual drawings of these areas have been included in exhibit A.

Cut Section A:

1. Scale the area of concern. This will likely result in the removal of a large mass of rock. To minimize the effects of this rockfall on the existing wooden sets, potential mitigations could involve installing split sets through the area of concern and scaling it in sections. Once the area of concern in cut section A is scaled, it will resemble the current state of cut section B. All work will proceed as follows:

General Exit Drift Rehabilitation Strategy

1. Scale back and ribs.
2. Mucking out of scaled materials. This could occur by the removal of sections of lagging from the exit drift, mucking material through the gap in the lagging into the exit drift, and removal of material out of the exit drift. HW can use electric powered dingo's in the tunnel a dump trailer and transport this material for disposal, but finding a location to dispose of that material is excluded from the scope at this time. Material could also be relocated inside of the mine. Environmental requirements for disposal of this material are the responsibility of the owner.
3. Installation of rockbolts and welded wire fabric in the drift. It is recommended bolts consist of either resin bolts or split sets. 3-4' spacing with additional spot bolting as required. 2x2 or 4x4 WWF. Butterfly plates and steel straps where necessary.
4. Install additional timber sets or timber cribbing as required by conditions in the field.
5. Rebolster existing timber sets to ensure existing timbers are in full contact with the ground providing their intended compression and load path.
6. Restore lagging in the exit drift to ensure no spalling material can enter the exit drift.
7. Some of the vertical timber sets along rib of the exit drift are experiencing transverse load (perpendicular to the intended longitudinal load path of the member) causing the timber sets to "kick in" to the exit drift at the toe. Where it is determined to be necessary, HW can install a new wood set dug into the floor to provide axial resistance at the toe location.
8. During the investigation, it was discussed that a poly foam be applied to the freshly scaled areas above the exit drift to prevent air contact with the newly scaled rock. HW will work with Respec and BBGM to determine if this option is selected or not.

- **Mobilization**

Includes one single mobilization to perform all above in a continuous operation. If work should need to be broken into phases, additional mobilization fees may apply.



PRICING

Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
1	Mobilization	1	LS	\$14,000	\$14,000
2	Daily Crew Rate	15	DY	\$7,700	\$115,500
3	Material Allowance (Actual Cost +15%)*	1	LS	TBD	\$20,500
Estimated Total Not to Exceed (NTE)					\$150,000

*Material pricing shown above is for budgetary purposes only. The cost of any materials required to perform the work will be billed at actual cost +15% markup.

BOND NOT INCLUDED IN THE ABOVE PRICING TABLES – Bond pricing can be provided upon request.

HW pricing includes a 4 man crew and associated management, accommodation, tools, equipment, and vehicles.

TECHNICAL CONSIDERATIONS

HW assumes no responsibility for design or performance of the stabilization systems installed. All work will be performed at the direction of RESPEC Engineering and BBGM representatives.

QUALIFICATIONS FOR WORK

1. BBGM agrees that HW bears no responsibility or liability for the design or performance of the systems installed under this scope of work. BBGM, and Others for whom BBGM are responsible for shall indemnify, defend and hold harmless HW and their employees from and against all claims, damages, losses, and expenses, including attorney's fees.
2. Vibration monitoring is excluded.
3. Construction surveying provided by others.
4. HW equipment and material staging areas shall be provided such that they can be located with approximately 1,500 ft of the HW work area.
5. HW excludes protection, repair, or replacement of pavement surfaces, if any.
6. HW excludes any vegetation removal or other clearing and grubbing.
7. HW excludes relocation, locating and potholing of any utilities.
8. Any traffic control, if required.
9. HW excludes any dewatering.
10. HW excludes any/all environmental, city, country, and state permit acquisition and fees.
11. HW excludes BMP/erosion control supply or installation.
12. HW excludes Davis Bacon and prevailing wage rates or union requirements.
13. Bonding is excluded. Pricing can be provided upon request.
14. Builder's Risk Insurance is excluded.

SCHEDULE QUALIFICATIONS

1. HW assumes 10 hours a day, Monday through Saturday (6-day work weeks).
2. HW estimates an approximate duration of 2 crew days for mobilization/demobilization, and up to 15 days for onsite support services, for a total project duration of 17 Crew Days.
3. Prior to mobilization, a comprehensive material list should be developed with Respec and BBGM to ensure no procurement delays occur during the project scope. Should the material list exceed the \$20,500 estimate, crew days onsite will need to be reduced.



TERMS AND CONDITIONS

Site Access: Unobstructed access to the during normal working hours. Should access need to be granted by the owner daily, entry will be available by 7am and until 5pm each day. HW shall have full access to the entirety of the parking/staging areas through the duration of the project. Any snow removal and/or maintenance shall be the responsibility of the owner.

Progression of the Work: HW shall acquire, furnish, coordinate, supervise and schedule all labor, services, equipment, materials, subcontractors, security and perform other related activities (collectively referred to as the "Work") as further described in this Agreement in a good and workmanlike manner, according to standard industry practices, exercising the degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced general contractor, in compliance with applicable building codes and other applicable laws, rules and regulations, and in substantial conformance with the plans and specifications (collectively the "Plans and Specifications") described herein. HW's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Saturday, in a single uninterrupted visit to the site, other than what is described in the above scope of work. HW reserves the right to work overtime or weekends at HW's discretion without incurring charges for inspection, site overhead or other charges.

Contract Amount. Owner shall pay to HW for the performance of the Work, subject to the additions and subtractions set forth in this Agreement, the amount of \$150,000.00, as described in the Pricing table above (the "Contract Amount").

Change Orders. After the execution of this Agreement and finalization of the Scope of Work by the Parties, which finalization will be executed by both Parties, any changes in the Scope of Work and the charges for construction changes, if any, shall be an addition to or subtraction from, as applicable the Contract Amount, shall be set forth in a written Change Order ("Change Order"), and be signed by Owner and HW.

Please note that HW is not anticipating requiring the design, installation or maintenance of sediment barriers, silt fence, erosion control and all other appurtenances required by a typical Storm Water Pollution Prevention Plan. If this is necessary, additional costs will apply.

Utilities: HW will utilize the appropriate state's Utility Notification System to locate utilities on the site. Additional locating, potholing, removal, or relocation of any utilities located is the responsibility of the Owner at no cost to HW, HW will not accept any responsibility for damage to utilities not located by the one call service. Furthermore, any utilities located by the one call system that conflict with HW's activities may need to be potholed, removed or relocated at the expense of the Owner if HW's work cannot be adjusted. Any costs associated with the adjustment of HW's work due to utility conflicts will be the responsibility of the Owner.

Engineering: All plans, specifications, and designs, necessary for the work are the responsibility of Owner unless otherwise included by HW.

Permits and Easements: All site permits, building/shoring permits, and easements required to legally perform the work are the responsibility of Owner.

Water Supply: HW's proposal assumes adequate access of clean fresh potable water or utilization of water from the city if needed. Usage permits/and or fees are not included.

Bonds: The cost of a bond premium is not included in the Contract Amount and will not be provided for this project.



Holiday and Sunday Work: No holiday or Sunday pay, or travel is included in HW's pricing under this proposal. HW shall be compensated for all costs including markup associated with holiday or Sunday pay or travel expenses from delays beyond HW's control or requests to work which extend the project schedule over holiday or Sunday periods.

Labor Affiliations: This proposal is made with the understanding that HW will employ open-shop labor. If union labor must be used the client will pay for any cost differential, as detailed in a signed Change Order.

Vibration Liability: HW cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Owner agrees to indemnify HW against all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Hazardous Material: In the event that HW encounters any hazardous or contaminated material on the site that has not been rendered harmless, HW shall immediately stop work in the area affected and report the condition in writing to the Owner. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless HW, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

Delay Damages: The Owner shall not be entitled to any liquidated damage, consequential damage, other direct/indirect damages, or other time-related penalties arising from the work. Costs caused by delays or improperly timed activities or defective construction shall be borne by the party responsible therefore.

Confidentiality: All specifications, drawings, pricing, and technical data submitted by HW are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of HW. Such information shall remain HW's property and be returned to HW upon demand.

Period of Acceptance: This Proposal is offered for acceptance for a period of 15 days. HW reserves the right to adjust material pricing, if necessary, should contract not be executed within 15 days from the date of this Proposal.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of HW.

GENERAL TERMS AND CONDITIONS

Payment Terms: HW will bill an initial Mobilization fee, and subsequent monthly progress invoices based on actual work performed per the rates outlined above. All payments will be due upon receipt. An interest charge of 1-1/2% percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorneys' fees and court costs, will be added to unpaid invoice amount.

No retention shall be withheld from pay applications.

HW has excluded any cost or charges associated with electronic billing/payment services. All such costs/charges are to be borne by Owner or invoiced by HW as extra work.

Remedies for Nonpayment: If the Owner does not pay HW, within seven days from the time payment should be made as provided in this Agreement, HW may, without prejudice to any other available remedies, upon seven additional days' notice to the Owner, stop the Work of HW until payment of the amount owing has been received. The Contract Amount shall, by appropriate Modification, be increased by the amount of



HW's reasonable costs of demobilization, delay, and remobilization.

Changed Conditions: Notwithstanding all clauses of this Agreement, if HW, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in this Agreement, 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, or 3) Site conditions have changed from the April 2024 visit and report, then HW shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition, but only upon consultation with Owner, and a written Change Order shall be executed by Owner and HW parties detailing the changed condition. No work shall be performed that would exceed the NTE contract amount referenced herein without written approval from the owner.

Insurance: HW will provide at its own expense the following insurances within limits as shown. HW shall name Owner as an additional insured and a loss payee on such insurance policies:

Comprehensive General Liability: \$2,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)
Automobile Liability: \$1,000,000.00
(Combined Single Limit, Bodily Injury and Property Damage)
Workman's Compensation: Statutory

HW's Representations and Covenants. To induce Owner to enter into this Agreement, HW covenants and represents to Owner and agrees to be responsible for the following:

1. In the event any subcontractor or materialman hired by HW records a lien against the Property for reason of non-payment for labor or materials provided as part of the Work, and Owner has provided payment to HW in accordance with this Agreement, HW agrees to use commercially reasonable efforts to discharge or adequately bond over same within thirty (30) business days of receipt of notice of such lien.
2. HW shall (i) cooperate with Owner in furthering Owner's interest, (ii) furnish efficient business administration and superintendence, (iii) provide an adequate supply of workers and materials, and (iv) perform the Work in reasonably expeditious and economical manner consistent with this Agreement, the Plans and Specifications.
3. HW shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under this Agreement.
4. HW shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (i) employees on the Work and other persons who may be affected thereby; and (ii) the Work and materials and equipment to be incorporated therein.
5. HW shall be solely responsible (i) for all construction means, methods, techniques, sequences and procedures, and (ii) for the acts and omissions of all HW's employees and all subcontractors, their agents and employees, and all other persons performing any of the construction.
6. HW shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
7. HW shall enforce strict discipline and good order among HW's employees and other persons carrying out the Work. HW shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.



Force Majeure: HW cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, pandemic, Act of God, or other similar circumstances beyond HW control.

Limitation of Liability: HW does not accept liability for any damage to the structure, landscaping, utilities, french drains, septic systems, wells, physical installations, and/or any consequential damages that may result from the performance of the work. All private utilities (including any utilities left in place) and other services shall be located, exposed, and shown to our on-site representative by Others prior to commencement of work.

Liability: No liability can be accepted by HW, nor shall HW accept in any way responsibility for defects of any kind whatsoever arising from a cause which is outside HW's immediate control or knowledge, or for any fault in the junction between HW's work and subsequent work carried out by others. HW shall be named additional insured on any Builders Risk insurance obtained for the project.

Liens. Upon receipt of payment, a lien waiver ("Lien Waiver") for all the Work, including but not limited to lien waivers from each subcontractor and materialman conditioned on receipt of the payment amount, shall be delivered by HW within ten (10) days after the completion date. HW shall indemnify and hold Owner harmless for, from and against all mechanic's/materialmen's claims or liens arising in connection with the Work unless such claims/liens are the result of Owner's failure or refusal to pay amounts which are due and payable hereunder or are otherwise caused by Owner.

Attorney's Fees. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party in any dispute shall be entitled to recover its legal fees and expenses, including expert fees (hereinafter "Fees"), and any other costs allowable by law. For purposes of this Agreement, the prevailing party shall be determined utilizing the following method: (a) the claiming party is the prevailing party if it is awarded 80% or more of its claimed damages exclusive of costs, interests, and Fees; (b) the defending party is the prevailing party if the claiming party is awarded 20% or less of its claimed damages exclusive of costs, interest and Fees; and (c) neither party is the prevailing party and each party shall bear its own Fees if the claiming party is awarded greater than 20%, but less than 80%, of its claimed damages exclusive of costs, interest and Fees. The trier of fact shall utilize this method to determine the prevailing party regardless of the number of claims alleged by either party. Fees shall not include, however, costs incurred in mediation nor any mediator's fees and expenses..

Indemnity: To the fullest extent permitted by law, the HW shall indemnify and hold harmless the Owner and its employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of HW, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless HW and its employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Owner, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other



rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

Warranties, Disclaimer of Liability.

HW warrants that the materials used in the Work are new and of good quality. HW warrants that title to all Work covered by a Progress Payment will pass to the Owner no later than the time of payment. HW further warrants that upon submittal of a Progress Payment, all Work for which Payment has been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. No additional warranty, expressed or implied, is made or intended by the performance of the Work under this Agreement. HW makes no warranty, either expressed or implied, as to whether the Work will remediate areas identified as potentially hazardous, or will adequately prevent future erosion and rockfall conditions and disclaims any and all liability for any injury, loss, costs and damages of any kind that may occur as a result of the Work not successfully remediating or stopping future erosion and rockfall conditions at the Project.

DEFAULTS AND REMEDIES

Owner's Remedies. If HW: (a) fails to perform or correct the Work or breaches any material provision of this Agreement or (b) stops Work for a period of fourteen (14) consecutive days (not including days during which Work is stopped due to uncontrollable events), then Owner, after ten (10) days' written notice to HW, may: (i) direct HW to stop the Work until the correction is made; (ii) correct the deficiencies and may deduct the reasonable cost thereof from any payment due HW (or if the full Contract Amount has been received by HW, then HW shall reimburse Owner) or (ii) terminate this Agreement and finish the Work in reasonable manner and retain all materials and appliances, which have been purchased or provided for the performance of the Work. All of the amounts owing HW shall first be applied toward cost of completion of the Work. If the payments due HW are not sufficient to cover such amount, HW shall pay the difference to the Owner. In the event of HW's breach, Owner may have any other remedy to which Owner may be entitled at law or equity. If, within the ten (10) days following the notice from Owner, HW cures the breach or commences to cure the breach in a fashion which will result in the curing of the breach within a reasonable time (not to exceed thirty (30) days, subject to uncontrollable events), then there shall not be deemed to be a breach, and Owner may not terminate this Agreement.

Termination by the Owner for Cause. The Owner may terminate this Agreement if HW:

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between HW and the subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. is otherwise guilty of substantial breach of a provision of the Plans and Specifications.

When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving HW ten (10) days' written notice and HW failing to cure such default(s), terminate this Agreement and may:

1. take possession of the site and of all materials thereon owned by HW, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.
3. When the Owner terminates this Agreement for one of the reasons stated in this Section, HW shall not be entitled to receive further payment until the Work is finished.



4. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to HW. If such costs exceed the unpaid balance, HW shall pay the difference to the Owner. This obligation for payment shall survive termination of the Agreement.

DISPUTE RESOLUTION. The Parties agree to attempt to resolve any dispute through good faith negotiation as a condition precedent to commencing litigation, except where commencing litigation is necessary to preserve lien or other similar rights. If negotiation is not successful, then before beginning any legal proceeding, other than to enforce this Section, the parties agree that all claims, disputes, or other matters in question arising out of or relating to this Agreement or the breach thereof (whether before or after the completion date) shall be decided by non-binding mediation. Mediation shall be conducted under the auspices of the Judicial Arbitrator Group (“JAG”) of Denver, Colorado or, if JAG is no longer in existence, or if the parties otherwise agree, then under the auspices of a recognized established mediation service within the State of Colorado. Notwithstanding the foregoing, HW shall be entitled to file and judicially enforce any mechanic’s/materialmen’s lien to which HW is entitled at law, without first resorting to mediation. Subject to the requirements of CDARA, notice of demand for mediation shall be filed in writing with the other party to this Agreement within a reasonable time after the claim, dispute or other matter in question has arisen and in no event shall it be made if it would have been barred by the applicable statute of limitations. This Agreement to mediate shall be specifically enforceable. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for relevant county within the state of Colorado. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any and all right to trial by jury in any legal proceeding (whether sounding in contract, tort, or otherwise) arising out of, or related to, this Agreement.

GENERAL PROVISIONS. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Any notice or other communication by either Party to the other shall be in writing and shall be effective: (a) upon email delivery to and acknowledged by Kellen Flanders (kflanders@harwest.com); (b) upon personal delivery; (c) upon receipt if sent by registered or certified mail, return receipt requested, postage prepaid; or (d) upon receipt if sent by a nationally recognized overnight courier. All communications shall be sent to the Parties at their respective addresses on the signature pages below or at such other addresses as either Party may designate to the other Party in accordance with this paragraph. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement and the exhibits and addenda attached hereto are the entire agreement between the parties, and neither Party has relied on any oral agreement, statement, representation, or other promise that is not expressed in writing in this Agreement or the attached exhibits or addenda. Except as otherwise provided in this Agreement, no waiver in connection with this Agreement shall be effective unless it is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of the same or a different breach in the future. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Acceptance . Please sign below acknowledging the proposal, inclusion, exclusions, exhibits, and terms and conditions, are a binding contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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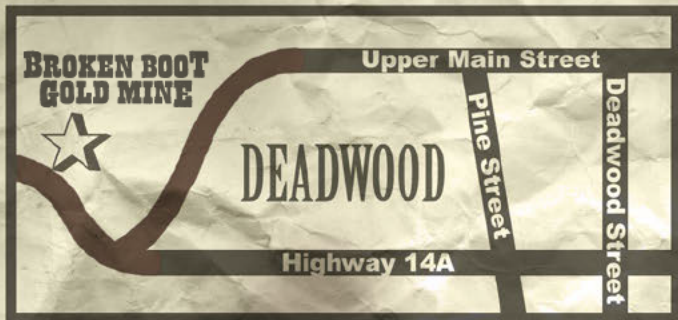
[REDACTED]

EXHIBIT A



BROKEN BOOT GOLD MINE

UPPER MAIN STREET • DEADWOOD, SOUTH DAKOTA



www.brokenbootgoldmine.com

