

Exhibit 82



PO Box 769 Lake George NY 12845 (518) 685-3088
info@protectadks.org www.protectadks.org

From: Julia Tighe
To: Peter Goodwin
Date: 6/3/2013 4:48 PM
Subject: Re: FW: Ward Lumber/NYCO Option Agreement

Great. Very helpful.

>>> Peter Goodwin <peter.goodwin@nycominerals.com> 6/3/2013 4:44 PM >>>
Julie,

Below and attached is where we are as of this PM. FYI Regards Peter

From: Peter Goodwin
Sent: Monday, June 03, 2013 4:20 PM
To: 'jeffward@wardlumber.com'
Cc: Mark Buckley (mark.buckley@nycominerals.com)
Subject: FW: Ward Lumber/NYCO Option Agreement

Jeff,

Enclosed is a draft agreement for your review. Mark and I think this embodies the discussions that you and Mark have had. Let us know if this is acceptable for signing

Regards
Peter

From: Susanna Piller [<mailto:spiller@soctlaw.com>] <[mailto:\[mailto:spiller@soctlaw.com\]](mailto:[mailto:spiller@soctlaw.com])>
Sent: Monday, June 03, 2013 2:56 PM
To: Mark Buckley; Peter Goodwin
Cc: Scarlett McBride
Subject: Ward Lumber/NYCO Option Agreement

Attached is the 2nd draft of the Option Agreement reflecting Peter's comments.
I have also attached the TP 584 form that must be completed in order to record the original option agreement in the clerk's office.
Please advise of additional comments.

Tks
Susanna

Susanna S. Piller, Esq.
Stafford, Piller, Murnane, Plimpton, Kelleher & Trombley, PLLC
P.O. Box 2947
One Cumberland Avenue
Plattsburgh, New York 12901
(518) 561-4400
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Environmental, Health, Safety and Quality Manager Americas Region

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Tel.: +1-518-963-2135 | Mob.:+1- 518-645-4605 | Fax.: +1-518-963-1110
mark.buckley@nycominerals.com | www.nycominerals.com Visit our new website at www.sandb.com

-----Original Message-----

From: Peter Goodwin [<mailto:peter.goodwin@nycominerals.com>]
Sent: Monday, June 03, 2013 11:52 AM
To: Robert Davies; Francis Sheehan; Buckley Mark
Cc: Julia Tighe; Steele Rob
Subject: RE: NYCO land swap

Rob Davies/Julie

We are trying to get a formal option agreement in place by Wednesday, if we cannot would an email do or just a verbal? Can I have some guidance here.
Spoke to Keith G....No interest in donation...wants state to but part NYCO would not. I think this is dead!
Regards
Peter

-----Original Message-----

From: Robert Davies [<mailto:rkdavies@gw.dec.state.ny.us>]
Sent: Monday, June 03, 2013 10:56 AM
To: Francis Sheehan; Mark Buckley
Cc: Julia Tighe; Peter Goodwin; Steele Rob
Subject: RE: NYCO land swap

Thank you Mark. Great stuff. Look forward to receiving some pictures of Lot 8. I also noticed we don't have any pictures of the Ward 2 parcel. I don't think it is terribly important. We have some good aerial and topo maps of the parcel but if you have any pictures, please send along and we will try to incorporate into the info package. We will send the draft of the info package as soon as we have it compiled.
Thanks.

Robert K. Davies
Director, Division of Lands & Forests
New York State Forester
625 Broadway
Albany, NY 12233-4250
Phone: 518-402-9405
Fax: 518-402-9028

>>> Buckley Mark <mark.buckley@nycominerals.com> 6/3/2013 8:16 AM >>>

Francis,

I spent some time in the woods this weekend hiking some streams and taking pictures. I put the property descriptions and photos in a in a single document to eliminate some confusion.

Regards,

Mark J. Buckley, P.E.

From: Peter Goodwin <peter.goodwin@nycominerals.com>
To: jwtighe@gw.dec.state.ny.us
Date: 6/3/2013 4:44 PM
Subject: FW: Ward Lumber/NYCO Option Agreement
Attachments: Attachment to Option Agreement.pdf; OPTION AGREEMENT.doc; tp584_fill_in.pdf

Julie,

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From: Peter Goodwin
Sent: Monday, June 03, 2013 4:20 PM
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Cc: Mark Buckley (mark.buckley@nycominerals.com)
Subject: FW: Ward Lumber/NYCO Option Agreement

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Susanna

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OPTION AGREEMENT

THIS AGREEMENT, made the ___ day of June 2013, by and between NYCO MINERALS, INC., 803 Mountain View Drive, P.O. Box 368, Willsboro, New York 12996 (hereinafter the "NYCO") and WARD LUMBER, INC. 697 Glen Road, Jay, New York 12941 (hereinafter the "Ward Lumber")

WITNESSETH

WHEREAS, WARD LUMBER is the owner of a certain interest in real property situate in the Towns of Lewis and Jay, County of Essex, State of New York, more particularly described on Schedule "A" attached hereto (hereinafter the "Property"); and

WHEREAS, NYCO and WARD LUMBER have been in discussions relative to the sale of the Property to NYCO; and

WHEREAS, NYCO desires to acquire and WARD LUMBER desires to convey an option to purchase the Property:

NOW THEREFORE, in consideration of the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS paid by NYCO (the "Option Fee"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. WARD LUMBER hereby grants and conveys to NYCO an option to purchase the Property, commencing as of the date of this Agreement and terminating December 31, 2014.
2. The purchase price of the Property shall be \$1,100.00 per acre. WARD LUMBER shall not cut or harvest the Property during the term of this Option.
3. NYCO shall pay for any appraisals and surveys that NYCO deems necessary for the exercise of this Option to purchase the Property.
4. This option shall be effective upon execution by all parties hereto and shall expire and terminate December 31, 2014 (the "Option Period").
5. NYCO shall exercise this option by giving written notice of its intent to purchase the Property to WARD LUMBER in person by certified mail, return receipt requested or deposited with a nationally recognized overnight carrier (e.g. Federal Express, UPS, DHL) prior to the expiration of the Option Period and said Option Fee shall be applied to the purchase of the Property. NYCO shall

provide WARD LUMBER with a purchase agreement within fifteen (15) days of receipt of said notice and deposit which shall provide the terms set forth herein and shall also set forth that the closing date shall not be more than forty-five (45) days from the date that said purchase agreement is executed by both parties.

6. If NYCO does not provide written notice to WARD LUMBER of its intent to exercise this option by the termination date as provided for in this Agreement, this option shall automatically terminate and neither party shall be required to take any further action hereunder.
7. This Agreement shall be recorded in the Essex County Clerks' Office at the option of NYCO and NYCO shall pay the costs related to such recording.
8. The Parties hereby agree that this Agreement shall be interpreted according to the laws of the State of New York. All disputes arising out of or in connection with this Option Agreement shall be settled by a competent court in Essex County, New York.
9. This Option Agreement contains the entire understanding between the Parties. No change in modification of or waiver of the terms and conditions of this Option Agreement shall be effective unless agreed to in writing and signed by a duly authorized representative of each of the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WARD LUMBER, INC.

By:

State of New York)

County of)ss.:

On the ____ day of _____ in the year 2013 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

NYCO MINERALS, INC.

By:

State of New York)

County of)ss.:

On the ____ day of _____ in the year 2013 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE 'A'**Parcel One:**

ALL THAT CERTAIN PROPERTY shown as Parcel "V" on the attached map including 185± acres. A portion of the Property is located on Seventy Road in Lewis, New York and designated part of Tax Map #37.-2-55.00. Another portion of the Property is located primarily in the Town of Jay and designated as part of Tax Map #36-1-11.006.

Parcel Two:

ALL THAT CERTAIN PROPERTY shown as the southeast portion of Parcel "IV" on the attached map including 102± acres. This Property is part of Tax Map #36.-1011.006 located in the Town of Lewis and Town of Jay.

TP-584 (4/13)

New York State Department of Taxation and Finance



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording officetime stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Form sections for Grantor/Transferor and Grantee/Transferee, including checkboxes for entity types and fields for name, address, and social security numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (check applicable box)

Form for property type selection (1-8) and date of conveyance (month, day, year).

Condition of conveyance (check all that apply)

- List of conveyance conditions a-s, including fee interest, acquisition of interest, transfer of interest, cooperative housing, foreclosure, syndication, development rights, contract assignment, option assignment, leasehold assignment/grant, easement, exemption, and divorce/separation.

Table for recording officer's use with columns: Amount received (Schedule B, Part I and II), Date received, and Transaction number.

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.		
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3 Taxable consideration (subtract line 2 from line 1)	3.		
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		
5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6 Total tax due* (subtract line 5 from line 4)	6.		

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1 Enter amount of consideration for conveyance (from Part I, line 1)	1.		
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.		
3 Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. [] The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. [] The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
[] The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
[] The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
[] The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
[] The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- [] Other (attach detailed explanation).
3. [] The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
[] A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
[] A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. [] The real property being transferred is subject to an outstanding credit line mortgage recorded in (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is . No exemption from tax is claimed and the tax of is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature Title Grantee signature Title

Grantor signature Title Grantee signature Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date