

Central Pacific Railway Company } Dease No 2959 A
to

West Mining Company

This Dease made this 7th day of May, 1913, by and between Central Pacific Railway Company, a corporation, duly organized and existing under the laws of the State of Utah, Lessor, and West Mining Company, a corporation, duly organized and existing under the laws of the State of Utah, Lessee:

Witnesseth: That the Lessor, for and in consideration of the rents hereinafter agreed to be paid by Lessee, and in consideration of the covenants and conditions hereinafter agreed to be kept and performed by the Lessee, by these presents, leases, demises and lets unto Lessee, and the Lessee hereby takes and takes of and from the Lessor the following described lands, situate, lying and being in the County of Esmeralda, State of Nevada, to-wit:-

South Half (S 1/2) of Section (7) Township Thirty-one (31) North, Range fifty-one (51) East, Mount Diablo Base and Meridian, according to the United States survey thereof.

Reserving, however, for railroad purposes a

strip of land two hundred (200) feet wide, lying equally on each side of any track or tracks of the railroad of Sessor now or hereafter constructed thereon.

To have and to hold, the above described lands and premises, with all the appurtenances, unto the Sessor exclusively, for the term of five (5) years from the 18th day of August, 1913, for the use and purpose of mining, excavating and removing all or any deposits of iron ore therefrom; also to construct, maintain and use such buildings, fixtures and machinery as may be needed or are convenient in carrying on said mining operations, and to construct and maintain over, across and along said premises such telephone lines, pipe lines, canals, ditches and highways as may be needed or convenient, together with the right of way over and along said land for the passage and conveyance of Sessor, its agents and employees, supplies and machinery.

In consideration of the foregoing, Sessor hereby covenants and agrees that it will pay to the Sessor for and during the term herein granted, the sum of ten (10) cents for each and every ton of iron ore removed from said premises.

and Sessor further covenants and agrees: That it will make such payment or payments as aforesaid, to the assistant Treasurer of the Sessor at his office in the City and County of San Francisco, State of California, as soon as said iron ore is removed from the premises hereinbefore described, or if said iron ore shall be shipped by rail from said premises, then such payment or payments, as aforesaid, shall be made to the assistant Treasurer of Sessor, as soon as the weights of said iron ore may be ascertained in the manner hereinafter provided: That it will prosecute the work of excavating, removing and shipping said ore from said premises with due diligence, and that if the work of excavating, removing and shipping said ore shall be discontinued for any period longer than ninety (90) days, this lease shall terminate, unless reasons satisfactory to the Sessor for such discontinuance shall be presented, and in all cases the Sessor shall

have the sole right of determining the sufficiency of such reasons.

That Lessee, its officers and agents, shall have the right to go in and upon said lands and premises, during said term to inspect the work done or the progress thereof on said lands and the products and minerals obtained therefrom, and to fix any notice on the said lands that it may deem fit and proper.

That Lessee will fully pay for all machinery, lumber, timber or other materials before joining or fixing the same to said lands and premises, and shall pay all miners and workmen's wages, and shall not permit or suffer any mechanic's liens or material men's liens of any kind or nature to be filed in the Recorder's Office of the County in which said leased premises are situated, against said premises for any work done or material furnished thereon at the instance or request of Lessee.

That Lessee will pay, without suffering them to become delinquent, all taxes and assessments whatever which during the term of this lease may be charged, assessed, levied or imposed upon said lands and premises, and the improvements placed thereon by it.

That Lessee will on or before the tenth (10th) day of each calendar month, transmit to the Land Commissioner of the said Lessor, at his office in San Francisco, California, a statement, in duplicate, over the signature of the managing officer, showing for the preceding calendar month the number and the initials of the cars, the gross weight of ore loaded upon each car at point of shipment, and the gross weight of said ore at the point of destination, and the date and number of the way-bill upon which each car shall have been transported from the point of shipment to destination; and also showing the number of tons of ore removed from said lands otherwise than by railroad shipment; and Lessee will transmit to Land Commissioner of Lessor whenever requested to do so by him duplicate of the bills of lading covering such shipments.

That during the continuance of this lease Lessee will not work or operate any other iron mine.

It is mutually covenanted and agreed: That

The word "ton" wherever used in this lease means and refers to a weight of two thousand (2000) pounds; that for the purpose of ascertaining the total amount of rents or royalty on each shipment to which the Lessor shall be entitled as herein provided, the weight of said ore at the point of destination to which it may be consigned, shall be taken as the basis of weight upon which such rent or royalty is estimated; the intention being that rent or royalty shall not be paid upon moisture which may evaporate from said ore during its transportation to the point of its destination; provided, however, that in no case shall such deduction in weight from the gross weight, for loss by evaporation of moisture during such transportation, exceed two and one half (2 1/2) per cent of the gross weight of said ore at the time of shipment.

That if, in the opinion of the Lessor, the deposits of iron ore in the premises herein leased shall become exhausted, or shall cease to exist in paying quantities, before the expiration of the term of this lease, the Lessee may surrender this lease and the possession of the premises herein devoted to the Lessor, and this lease shall thereupon be deemed terminated as of the date of such surrender.

That time, whenever mentioned is of the essence of this lease: provided, however, that should the working of said mine herein leased, or the excavating, removing or shipping of said ore be delayed or prevented by reason of "strikes" occurring through no fault of Lessee, the time during which such "strikes" shall continue shall form no part of the ninety (90) day period herein limited during which a discontinuance of excavating, removing or shipping will operate to terminate this lease in the absence of reasons therefor being presented which shall be satisfactory to the Lessor.

That if any rent shall be due and unpaid, or if default shall be made in any way of the covenants and agreements herein contained or if any fraud shall be perpetrated in regard thereto, by Lessee, the Lessor may re-enter said premises and remove all persons therefrom. That at the termination of this lease the Lessee may remove all machinery, tools,

appliances and buildings, and all personal property placed or constructed upon said premises by it, and all or which shall have been mined by it in pursuance of the work authorized by this lease; provided, that any of the property above named which shall not be removed within sixty (60) days after the termination of this lease shall thereupon remain upon the premises and become the property of the Lessor.

That, if, at the expiration of the term of this lease, the relations between the parties hereto shall have been satisfactory to the Lessor, the Lessee shall have the option of renewing this lease for a further term of five (5) years from the date of such expiration, and upon such terms and conditions as may then be agreed upon.

That Lessor will use all reasonable efforts to procure patents for the lands hereby leased, from the Government of the United States at the earliest practicable date.

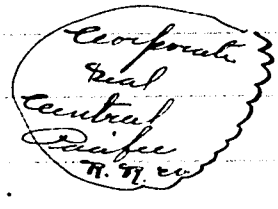
That in case Lessee shall (except by Lessor) be lawfully deprived of the possession of said premises, or any part thereof, Lessee shall notify Lessor, in writing setting forth in full the circumstances in relation thereto, whereupon Lessor may, at its option, either install Lessee in possession of the said premises or terminate this lease in so far as it pertains to the number of acres the use whereof Lessee is so deprived, whereupon no claims for damages of whatsoever kind or character incurred by Lessee by reason of such dispossession shall be chargeable against Lessor.

That this indenture is intended as, and is, a lease by and between the parties hereto, and that the same shall be construed as a lease and nothing but a lease, and that Lessor shall not be called upon or required to make any repairs or incur any expense (other than the expense of procuring its patent from the United States) of any kind or nature upon or in connection with said lands and premises for and during the term of this lease; that all such expense shall be incurred and paid by Lessee.

That all of the terms, covenants, conditions and obligations in this lease contained, shall be also binding upon the successors and

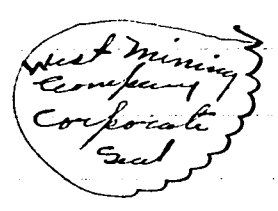
assigns of the parties hereto.
In witness whereof, the Dessor has caused
its name to be hereunto subscribed by its
Dand Commissioner thereunto duly authorized
and its corporate seal to be hereunto affixed
and attested by its Secretary, and the Dessor has
caused its name to be hereunto affixed and
these presents to be signed, in duplicate, by its
President.

Countersigned
C. P. Lincoln
For Auditor.



Central Pacific Railway Company
By B. A. McAllister,
Dand Commissioner.

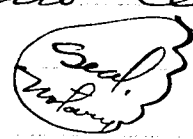
attest G. D. King,
Secretary.



West Mining Company
By C. W. Whitley,
President.

State of California } ss
City and County of San Francisco }

On this twenty-fourth day
of October in the year One Thousand Nine Hundred
and Thirteen before me, E. B. Ryan, a Notary
Public in and for the said City and County,
residing therein, duly commissioned and sworn,
personally appeared B. A. McAllister and G. D. King
known to me to be the Dand Commissioner and
Secretary, respectively, of the Central Pacific Railway
Company, a corporation described in and that
executed the within instrument, and also known
to me to be the persons who executed said
instrument on behalf of the Corporation therein
named, and they acknowledged to me that
such Corporation executed the same
In witness whereof, I have hereunto set my
hand and affixed my official seal, at my office
in the City and County of San Francisco, the
day and year in this Certificate first above written.



E. B. Ryan,
Notary Public

In and for the City and County of San Francisco,
State of California.

My Commission expires Feb. 25th 1914.

Approved as to form
Wm. H. Furie

State of Utah } ss
County of Salt Lake }

Wm. Reid, Secretary of the

West Mining Company, a corporation of the

FWH
J. H. H.

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