

Diamond Peak Gold and Copper)
Mining Company.)
To)
Wade Armstrong.)

L E A S E.

THIS AGREEMENT, made and entered in to this 10th day of August, A.D. 1917, by and between DIAMOND PEAK GOLD AND COPPER MINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, the party of the first part and lessor herein, and WADE ARMSTRONG, of the County of Eureka and State of Nevada, the party of the second part and lessee herein, WITNESSETH: That the said lessor, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the said lessee, the receipt whereof is hereby acknowledged, and in further consideration of the royalties, covenants and agreements hereinafter reserved and by the said lessee to be paid, kept and performed, has granted, demised and let, and by these presents does grant, demise and let, unto the said lessee the following described mining property situate, lying and being in an unknown mining district in the Counties of Eureka and White Pine, State of Nevada, about ten miles southerly from Railroad Pass in the Diamond Range, and particularly described as follows, to-wit:

Those certain lode mining claims known as and called the DIAMOND PEAK, NEW ERA, COPPER KING and MANDARA.

TO HAVE AND TO HOLD unto the said lessee for the term of two years, beginning on the 10th day of August, 1917, at noon, and ending on the 10th day of August, 1919, at noon, unless sooner forfeited or terminated through the violation of the covenants and agreements hereinafter against said lease reserved, with the privilege unto the said less^{ee} at the expiration of said term of having a renewal hereof for the further term of one year at his option.

In consideration of such demise, the lessee covenants and agrees with the said lessor as follows, to-wit:

1. To enter upon and work said mining property mine fashion in manner necessary to good and economical mining so as to take out the greatest amount of ore possible with due regard to the development and preservation of said premises as a workable, mine or mines, and to the special covenants hereinafter reserved.
2. To work and mine said property for and during said term with at least one hundred and twenty shifts per month, beginning with the 10th day of October, 1917, and continuing thereafter during the life of this lease, unless prevented by strikes, scarcity of labor or extraordinary mining casualty, and to pay all miners and other laborers employed on said property the customary wages of the district.
3. To well and sufficiently timber all shafts and other workings in accordance with good mining and to repair all old timber whenever it may become necessary.
4. To allow the agent, or agents, of said lessor from time to time to enter upon and into all shafts and workings on said property for the purpose of inspection, sampling or testing the value of any and all ores that may be disclosed in any or all of said workings or upon said premises, or which may be lying in the dumps.
5. To occupy and hold all cross or parallel lodes, spurs or mineral deposits of any and every kind and character, which may be discovered by said lessee while working within or upon or from the said demised ground, as the property of the said lessor, with the privilege to said lessee to work the same as part and parcel of said demised premises.
6. To keep at all times the drifts, shafts, tunnels and other workings clear of loose rock and rubbish, unless prevented by extraordinary mining casualty.

7. To pay to the said lessor as royalty ten per cent of the net mill or smelter returns of all ores extracted and marketed from said premises; that is to say, ten per cent. of the gross mill or smelter value, less only railroad freight and treatment charges. All ores shall be shipped by the said lessee under instructions that returns therefor shall be made to the Henderson Banking Company, Incorporated, at Elko, Nevada, who, upon receipt of returns therefor, are authorized to deduct therefrom the above royalty for the said lessor, paying over to said lessee the balance of said returns.

8. Upon the failure of said lessee to comply with any and all of the covenants herein contained, strictly and punctually, this lease shall then cease to be in effect or operative and shall become null and void, and the lessor may take possession of said property with or without process of law and without further notice.

9. Lessee agrees to deliver said lessor the said premises, with the appurtenances, including all improvements made by lessee thereon above or below the collar of the shafts, in good order, with all dirfts, shafts, tunnels and other workings and passages clear of loose rock and rubbish, without further demand or notice, at the time hereinabove limited for the expiration of this lease.

10. Lessee agrees to keep the said premises at all times free from any and all liens and incumbrances on account of his work, labor or activities on said property, and for the proper protection of lessor does agree to post and keep posted on said property such notices as the said lessor may provide him with for the purpose of protection said property and the lessor from liability on account of the work or operations of the lessee.

11. Each and every clause, covenant and agreement of this indenture shall extend to and be binding upon the successors, heirs, executors, administrators and assigns of the respective parties hereto. Time is the essence of this agreement.

IN WITNESS WHEREOF, the said lessor has caused this agreement to be executed by its officers thereunto duly authorized, and the said lessee has hereunto set his hand, the day and year in this agreement first above written.

Diamond Peak Gold and Copper Mining Co.

By Joseph J. McEachin
President.

R. W. Hesson,
Secretary.

Wade Armstrong.

(Corporate Seal)

State of Nevada,)
 : SS.
County of Elko.)

On this 10th day of August, A.D. one thousand nine hundred and seventeen, personally appeared before me, E. P. Carville, a Notary Public in and for the County of Elko, State of Nevada, Joseph J. McEachin, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Also at the same time and place personally appeared before me WADE ARMSTRONG, known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Notary Seal).

E. P. Carville
Notary Public in and for the County
of Elko, State of Nevada.

Recorded at the request of Cantwell & Carville October 6th A.D. 1917 at 10 minutes past 9 A.M.

Charles E. Carter, Recorder.