

A.H. Berning, A.R. Burg,
and Beaulah Haddow,)

to)

LEASE OF TOURQUOISE NO.1 MINING CLAIM.

Lee F. Hand, A. Bustamente)
and E.M. Daniels.)

THIS LEASE, made the 14th day of June, 1928, between A.H. BERNING, A.R. BURG and BEAULAH HADDOW, all of the County of Elko, State of Nevada, lessors, and LEE F. HAND, A. BUSTAMENTE and E.M. DANIELS, all of the County of Nye, State of Nevada, lessees,

W I T N E S S E T H :

That the said lessors, for and in consideration of the rents, royalties, covenants, and agreements hereinafter reserved, and by the said lessees to be paid, kept, and performed, has let, and by these presents do let, unto the said lessees, all the following described mine and mining property, situate in Unknown Mining district, County of Eureka, State of Nevada, to wit: As recorded in book H page 129 of mining locations- records of Eureka County, Nevada.

located and known as the Tourquoise No.1 Mining Claim, together with the appurtenances.

TO HAVE AND TO HOLD unto the said lessees for the term of eighteen (18) months from the date hereof, expiring on the 15th day of December, 1929, unless sooner forfeited as determined.

And in consideration of the said lease, the said lessees do covenant and agree with said lessors as follows, to-wit:

To enter upon said mine or premises and work the same in a manner necessary to good and economical mining, so as to take out the greatest amount of ore possible, with due regard to the safety, development, and preservation of the said premises as a workable mine.

To work and mine said premises as aforesaid steadily and continuously from the date of this lease; and that any failure to work said premises with at least two (2) persons employed on said premises for the space of thirty (30) consecutive days may by said lessors be considered a violation of this covenant.

To well and sufficiently timber said mine at all points where proper, and to repair all old timbering wherever it may become necessary.

To allow said lessors and their agents to enter upon and into all parts of said mine for the purpose of inspection.

To not assign this lease, or any interest thereunder, and to not sublet the said premises or any part thereof, without the written assent of said lessors, and to not allow any person or persons except the said lessees and his workmen to take or hold possession of said premises, or any part thereof, under any pretense whatever.

To occupy and hold all cross or parallel lodes, dips, spurs, feeders, crevices, or mineral deposits of any kind which may be discovered in working under this lease, or in any tunnel run to intersect vein or lode known as the Tourquoise lode, or by said lessees or any person or persons under them, in any manner, at any point within three hundred (300) feet of the center line of said lode, as the property of said lessors, with privilege to said lessees of working the same as an appurtenance of said demised premises, during the term of this lease; and to not locate or record the same, or allow the same to be located or recorded, except in the name of said lessors.

To keep at all times the drifts, shafts, tunnels, and other passages and working of said demised premises thoroughly drained and clear of loose rock and rubbish of all kinds.

To keep books of account showing the amount of ores extracted from said mine and premises, the amount of ore shipped, sold, or treated, and the amount of money received from the sale of said ores or the values extracted therefrom; that from and out of the proceeds obtained from sale of ores so extracted from said mine and premises, and reduced, treated, sold or shipped, the said lessees will pay to the said lessors \$1.50 per pound in the rough of all ores extracted from said mine and premises during the term of this agreement; that all ores extracted from said mine and premises by said lessees during the term of this lease be transported to the Town of Carlin, County of Elko, State of Nevada, for shipment to such smelter, refinery, or reduction plant or purchaser of said ores as may be chosen by said lessees, and that such ores so transported to said Town of Carlin be submitted to a reasonable inspection on the part of said lessors, or their representative thereunto lawfully authorized in writing signed by said lessors; that a duplicate of all mill, smelter, or retort returns shall be furnished by the millowner, or by the owner of the smelter or retort, to the said lessors; and that said books of account shall be open, at all reasonable times, to the said lessors and their representatives; that a violation and non-compliance with the covenants, terms and conditions of this clause hereinbefore set forth shall operate as a forfeiture of this lease and be so treated by said lessors at their option.

To deliver up to said lessors the said premises, with the appurtenances and all improvements, in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working, accidents not arising from negligence alone excusing, without demand or further notice, on said 15th day of December, 1929, or at any time previous, upon demand for forfeiture.

And finally, upon the violation by the said lessees, or any other person under them, of any covenant or covenants hereinbefore reserved, the term of this lease shall, at the option of said lessors, expire and the same and said premises, with the appurtenances, shall become forfeited to said lessors, and said lessors or their agent may thereupon, after demand of possession, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, or at the option of said lessor, or in any other manner.

Each and every clause and covenant of this lease, where the context requires it, shall extend to and include the heirs and assigns of the lessors, and the executors, administrators, and assigns of the lessees.

WITNESS our hands the day and year first above written.

A.H. Berning
A.R. Burg
Beulah Haddow
 and
R. W. Haddow
 her husband.

STATE OF NEVADA)
 : SS.
 COUNTY OF ELKO)

On this 14th day of June, 1928, before me J.A. Bielar, a Notary Public in and for the County of Elko, State of Nevada, personally appeared A.H. BERNING, A.R.BURG and BEAULAH HADDOW and R.W. HADDOW, her husband, known to me to be the persons whose names are subscribed to the within instrument, and severally acknowledged to me that they 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 at my office in the County of Elko, the day and year in this certificate first above written.

(Notarial Seal)
 My Commission Expires- Oct. 28-1928.

J.A. Bielar
 NOTARY PUBLIC in and for the County
 of Elko, State of Nevada.

Recorded at the request of A.H. Berning June 23, A.D. 1928 At 55 minutes past 4 P.M.

Peter Merialdo-Recorder.