

A.R. Burg, and A.H.Berning, )  
with ) Lease.  
Thomas S. Wilson and John A. Smith.)

LEASE WITH PRIVILEGE TO PURCHASE  
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THIS INDENTURE, with privilege to purchase, made and execute this twenty-fifth day of April, 1936, by and between A.R.Burg and A.H.Berning, of Elko County, State of Nevada, co-owners, by location, the parties of the first part, and Thomas S. Wilson and John A. Smith, of Eureka County, State of Nevada, parties of the second part,

That the parties of the first part, for and in consideration of One (\$1.00) dollar to them in hand paid, at the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby covenant and agree to and with said parties of the second part, their heirs and assigns as follows, to wit:

That the said parties of the first part do hereby grant, demise and lease to the said parties of the second part, their undivided one-half interest in the following described property, situate, lying and being in the Maggie Creek Mining District, County of Eureka, State of Nevada, and more particularly described as follows, to wit:

All that certain mining property situated about ten miles, north west of Carlin, County of Elko, State of Nevada, and consisting of three quartz mining claims, known as the Maggie No.4, Maggie No.5 and Maggie as recorded in Liber H, pages 458 and 465, book of mining records, Eureka County, State of Nevada, together with all appurtenances.

To Have and to Hold unto the said parties of the second part upon the following terms and conditions:

That the parties of the first part will cause to be deposited in escrow in the First National Bank, of Elko, State of Nevada, at the time of the execution of this instrument, their deed in writing, to the parties of the second part, or their assigns, to each and all of the properties herein before mentioned and described and subject to completion of payment of the purchase price of Twenty Five Thousand Dollars (\$25,000.00) in accordance with the terms herein after provided.

That the said parties of the second part, as long as them deem fit to hold said property, and to mine and extract ore therefrom - to pay the said parties of the first part a Ten (10) per cent of the gross proceeds in manner hereinafter specified; and when the sum of Twenty Five Thousand (\$25,000.00) dollars shall have been paid, either out of the proceeds in manner of the said property hereby leased or otherwise, the said parties of the first part hereby covenant and agree, for themselves, their executors, administrators and assigns, to and with the said parties of the second part, their heirs and assigns, to convey to them by good and sufficient

deed all of the above described property, provided, the sum of Twenty Five Thousand (\$25,000.00) dollars shall have been paid in full on or before the First day of June 1941.

It is mutually covenanted and agreed that all payments hereinabove specified by the parties of the second part be to the parties of the first part shall be made through the above named depository, the First National Bank, Elko, Elko County, State of Nevada, with instructions that such payments be divided and paid equally between A.R.Burg and A.H.Berning, said parties of the first part.

The said parties of the first part do hereby covenant and agree to enter upon said property to mine and extract ore from the same as long as them deem to find profitable; to do the work in a proper manner, at their own cost and expense, commencing on the First day of May, 1936, and upon the thirty-first day of December 1936, a minimum of Two Hundred and Fifty shifts shall be made upon the above named premises by the said parties of the second part, commencing on the First day of January, 1937, a minimum of Six Hundred shifts a year shall be done each and every year on the above named premises until the completed payment of the purchase price herein specified or the parties of the second part have relinquished possession of the above named properties of the first part.

The parties of the second part hereby covenant and agree to hold and keep said property free and clear of all costs, charge or lien for the working of the same: and out of the costs charge or lien against the above named property, the parties of the first part shall share equally any costs that may arise in quieting title to the above named property, all costs to be deducted from the Ten (10) per cent royalty, that is due or may be due the parties of the first part, and deductible from the purchase price of Twenty Five Thousand (\$25,000.00) dollars; and out of the gross of said mine or mines to pay a Ten (10) per cent thereof, to the said parties of the first part in a manner herein specified, and upon the terms hereby granted, a Ten (10%) per cent royalty to apply on the purchase price from all ores, milled, shipped, sold, smelted or treated otherwise, or of all net smelter or mill returns. By net returns as above used is meant the amount or amounts realized by the lessees after the deduction of trucking ore to railroad, freight charges to smelter, and the smelting or milling charges thereon. The deductible hauling charge from mine to railroad not to exceed one dollar per ton, and upon the payment of balance of money's to the parties of the first, the parties of the first part shall credit to the parties of the second part, deductible against the purchase price of Twenty Five Thousand (\$25,000.00) dollars the sum so received.

To not assign this lease, and to not sublet the said premises or any part thereof, without the written assent of the lessor.

That the parties of the second part shall furnish a true account of all ores extracted, milled, smelted or sold, and all bullion, money or settlement received therefor, to the said parties of the first part.

That in no event shall the properties above described, or any part thereof, be held for any claim, cost, charge or lien for the working of the same by the parties of the second part under this instrument.

That in the event of the said parties of the second part, or their assigns, failing to comply with either or any of the foregoing covenants, promise or promises, or things herein contained, or their part to be done, kept or performed, that then it shall be lawful for the said parties of the first part to re-enter, possess, and enjoy the above described premises, and every part thereof; and the said party of the second part hereby agree, in event of non-performance on their part, to surrender possession of the said premises upon demand by the said parties of the first part claiming their right to re-enter.

That the parties of the second part shall have the right to remove all machinery and buildings, rightfully belonging to the parties of the second part, at any time during the life of this agreement, but not to exceed sixty days after the expiration of this Lease if not fulfilled.

That the parties of the first part or their agents so authorized, shall have the right to enter in or on these above premises at all reasonable times for the purpose of inspection, and at their own risk.

IN WITNESS WHEREOF, the said parties have hereunto, in triplicate set their hands and seals this Twenty Fifth day of April, 1936.

A.H. Berning

Tom S. Wilson

A.R. Burg

John A. Smith

Parties of the first part.

Parties of the second part.

State of Nevada )  
                          SS  
County of Elko. )

On this Twenty Fifth day of April, 1936, before me J.A. Bielar, a Notary Public in and for the County of Elko, State of Nevada, residing therein, duly commissioned and sworn, personally appeared, A.H. Berning, A.R. Burg - Thomas S. Wilson and John A. Smith, known to be the persons described in and whose names are subscribed to the within instrument and they acknowledged to me they executed the same freely and volutarily.

(Notarial Seal)

My commission expires Oct. 28th, 1936.

J.A. Bielar

Notary Public.

ENDORSED: File No. 65361 State of Nevada, County of Elko. Filed for record at the request A.H. Berning on the 21 day of Aug. 1937 At 11:42 o'clock A.M. and Recorded in book 10 of Miscellaneous Page 652 to 654 Inclusive. Records of said county. J. Leslie Carter--County Recorder. By R.B. Wright.

Recorded at the request of A.H. Berning Feb. 23, A.D. 1937 At 15 minutes past 4 P.M.

Peter Merialdo----Recorder.