

File No. 23028.

Roy A. Hardy,)
and) Agreement.
Dan P. Murphy.)

THIS AGREEMENT made and entered into this 1st day of June, 1939, by and between Roy A. Hardy, of Reno, Nevada, Lessor, and Dan P. Murphy, of Tonopah, Nevada, Lessee,

W I T N E S S E T H:

That the said lessor, for and in consideration of the royalties hereinafter reserved and the covenants and agreements hereinafter expressed, and by the said Lessee to be paid, kept and performed, have granted, demised and let and by these presents do grant, demise and let unto the said Lessee the following described mining property in Eureka County, Nevada, described as:

The "Buckhorn Claim No. 6" of the Buckhorn Group.

TO HAVE AND TO HOLD unto the said Lessee, for the term of six (6) months from the date hereof, with extension of time, or cancellation as provided.

And in consideration of such demise, the said Lessee does covenant and agree with the said Lessor as follows, to-wit:

That the said Lessor may extend the term of this lease another six (6) months term, running consecutively with the first six (6) months term, at his option.

That the said Lessor may cancel this lease at any time, by six (6) months notice in writing to said Lessee, after the first term of six (6) months of leasing, by notice in writing to said Lessee by Registered Mail, to Tonopah, Nevada.

That the said Lessee will enter upon said premises and work the same 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 the same as a workable mine, and to the special covenants hereinafter reserved.

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 for at least twenty (20) shifts in each and every calendar month during the term of this lease may by said Lessor be considered a violation of this covenant; causes due to war, strikes or Acts of God, alone excusing.

To well and sufficiently timber said mine at all points where proper, in accordance with good mining practise.

To allow said Lessor, or his agents, from time to time to enter upon and into all parts of said mine for purposes of inspection.

To not assign this lease or any interest hereunder and to not sublet the said premises or any part thereof, without the written assent of said Lessor, and to not allow any person not in privity with the parties hereto, to take or hold possession of said premises, or any part thereof, under any pretense whatever.

To keep at all times the drifts, shafts, tunnels and other workings clear of loose rock and rubbish, unless prevented by extraordinary mining casualty.

To keep posted on the property at conspicuous points at all times, notices to the effect that he is the Lessee of the said premises, and that said Lessor will not be responsible in any way or manner, for any debts contracted thereon, nor for any indemnity nor liability, whatsoever, to the employees of said Lease; and to take such other precautions which, according to law, are necessary for the protection of the said Lessor against liens and all claims of any party whatsoever, which may occur as a result of operations conducted by said Lessee under this lease.

To maintain at all times during the term of this lease an industrial insurance with the Nevada Industrial Commission comprising both compensation and accident benefit, and covering all parties employed in or on the property herein demised or in connection with any and all

work in any way connected hereunder. That a failure to carry such industrial insurance and keep the premiums paid sixty (60) days in advance shall result ipso facto in the abrogation and cancellation of this agreement forthwith.

To pay said Lessor as royalty the following royalties based upon the net smelter returns of the ores extracted, without deductions, and which may be found in, upon or around said mine, and reduced, treated, sold or shipped:

5%	on all ores	milling up to	\$10. per ton;
10%	" " "	" from	\$10. to \$15.00 per ton;
15%	" " "	" "	\$15. to \$25. " "
20%	" " "	" "	\$25. to \$50. " "
25%	" " "	over	\$50. per ton.

The lessor to receive a duplicate of all mill, smelter and retort returns and the reduction plant or mill to make payments in accordance with returns to the respective parties forthwith.

To deliver to said Lessor the said premises in good order and condition and all shafts and tunnels and other passages thoroughly clear of loose rock and rubbish, and the mine at all points ready for immediate continued working, accidents not arising from neglect alone excusing, on the 1st day of June, 1940, or at any time previous upon demand for forfeiture, or upon cancellation as herein provided.

It is further understood by the parties hereto that the Lessee shall have thirty (30) days to remove all ore broken down after termination of this lease by time or otherwise; royalty payments to apply upon said ore.

That for any purpose under the terms of this instrument the address of the Lessor is Roy A. Hardy, Reno National Bank Building, Reno, Nevada

The address of the second party, Lessee, is: Dan P. Murphy, Tonopah, Nevada.

And finally, that upon the violation of any covenants, hereinbefore reserved, the terms of this lease shall, at the option of the said Lessor, expire, and the same and the said premises, with the appurtenances, except as hereinbefore provided, shall become forfeit to said Lessor; and the said Lessor may thereupon, after demand of possession in writing, cause their agents or representatives to enter into and upon said premises and dispossess all persons occupying the same, with or without force and with or without process of law.

Time is the essence of this agreement.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

Executed in Triplicate.

Roy A. Hardy
 Lessor

Dan P. Murphy
 Lessee

STATE OF NEVADA)
) ss.
 County of Washoe.)

On this 17th day of June A.D. one thousand one hundred and thirty-nine personally appeared before me RUTH VERNON, a Notary Public in and for said County of Washoe, ROY A. HARDY, known (or proved) to me to be the person described in and who executed the annexed instrument, who 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 at my office in the County of Washoe, the day and year in this Certificate first above written.

Ruth Vernon
 Notary Public in and for the County of Washoe,
 State of Nevada.

(Notarial Seal)
 My commission expires Aug. 7, 1941.

Recorded at the request of Roy A. Hardy July 3 A.D. 1939 At 30 minutes past 11 A.M.

Peter Merialdo----Recorder.