

R. S. Harris and Clara Sullivan, }  
to }  
L. M. Addington. }

MINING LEASE

THIS INDENTURE, Made this 16 day of January, 1940 BETWEEN R.S. Harris, and Clara Sullivan parties of the first part, AND L.M. Addington party of the second part,

WITNESSETH, That the said Lessor for and in consideration of the royalties, covenants and agreements hereinafter reserved, and by the said Lessee's to be paid, kept and performed, have granted, demised and let unto the said Lessee all the following described mine and mining property, situated in No known Mining District, Situated 7/10 of mile from S.P.R.R. depot, Beowawe, County of Eureka, State of Nevada, known and recorded as the Red Devil No.1, Red Devil No.2, and Red Devil No.3. The above described property is not, and cannot be held responsible for any debts whatsoever incurred in any way, and more fully described in recorded instruments upon the public records which are hereby referred to; together with the appurtenances; to have and to hold unto the said Lessee for the term of ten years from the date hereof, expiring at noon on the 16 day of January, 1950, unless sooner forfeited through the violation of any covenant hereinafter against the said Lessee reserved.

AND IN CONSIDERATION of the said demise, the said Lessee do covenant and agree with the said Lessors as follows, to wit:

First-To Commence work at once upon said mine, and work the same in a good and workmanlike manner, working the aforesaid premises steadily and continuously from the date hereof; and that a failure to work said premises with at least 2 persons for 10 days in each calendar month, after the first month in which indenture is made, may, at the option of Lessors, be considered a violation of this covenant.

Second-To timber said mine, when and where necessary, at Lessee's own expense.

Third- To allow the said Lessors or his agent to enter upon and into all parts of said mine for the purpose of inspection.

Fourth- To assign this lease, or any interest thereunder, or sublet the same, or any part thereof, without the consent of said Lessor.

Fifth- To pay and deliver to said Lessor or to agent, as royalty, \_\_\_\_\_ per cent of the net value of all ore extracted from said premises during the life of this lease. Net value means the proceeds of ore sold less the costs of transportation from mine to smelter or smapler, and sampling and assaying charges.

Sixth- To deliver up to said Lessor the said premises with the appurtenances, and all improvements, including Track, timber and buildings placed on the property by the Lessee; but excluding all tools, mining, milling, smelting, and refining equipment, and all other equipment placed on the property by the lessee, in good order and condition, without demand or further notice, on said 16 day of Jan., 1950, at noon, or at any time previous, upon demand for forfeiture. L.M.Addington party of the second part agrees to pay to the owners, and Lessor's on a 1/4 of 1% 10% royalty. Anything over 1/4% up to 3 % content, 15% royalty. Ore containing 3% or more 25% royalty.

Each and every clause and covenant of this indenture shall extend to the assigns, heirs, executors and administrators of all parties hereto.

IN WITNESS WHEREOF, the said parties, Lessor's and Lessee have hereunto set their hands and seals, in duplicate, the day and year aforesaid.

Signed in the Presence of }  
LM.Addington. }

R.S. Harris (SEAL)  
Clara Sullivan (SEAL)

## UNITED STATES OF AMERICA

State of Nevada, )  
 ) ss.  
 County of Eureka.)

On this 16 day of January, A.D. one thousand nine hundred and 40 before me, Frank J. Smyth, a Notary Public in and for said Eureka County, duly commissioned and qualified, personally appeared the within named R.S. Harris and Clara Sullivan whose names subscribed to the foregoing instrument, personally known to me to be the identical persons mentioned in, and who executed the same, and duly 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, the day and year in this certificate first above written.

(Notarial Seal)  
 My Commission expires March 15th, 1940.

Frank J. Smyth  
 Notary Public.

Recorded at the request of Davis Investment Co. Mar. 8, A.D. 1940 At 45 minutes past 1 P.M.

Peter Merialdo ---- Recorder.