

File No. 32403

Dan Filippini, unmarried, )  
 Roy L. Primeaux and )  
 Frances Primeaux, )  
 husband and wife, )  
 Patrick Primeaux and )  
 Anna M. Primeaux, )  
 husband and wife, )  
 Newman Robear and )  
 Grace Robear, husband )  
 and wife, )  
 Lessors, )  
 to )  
 Warren S. Moore, )  
 Lessee. )

MINING LEASE

July 20, 1965  
 See Book 8 of Official Records,  
 page 48 for Cancellation  
 and Surrender of Mining Lease

MINING LEASE

THIS INDENTURE, made and entered into this 13th day of June, 1956, by and between DAN FILIPPINI, unmarried, and ROY L. PRIMEAUX and FRANCES PRIMEAUX, husband and wife, all of Eureka County, Nevada, and PATRICK PRIMEAUX and ANNA M. PRIMEAUX, husband and wife, of Humboldt County, Nevada, ANTOINE PRIMEAUX and ELLEN PRIMEAUX, husband and wife, of Elko County, Nevada, and NEWMAN ROBEAR and GRACE ROBEAR, husband and wife, of Humboldt County, Nevada, Parties of the First Part, hereinafter called "LESSORS", and WARREN S. MOORE of St. Louis County, Minnesota, Party of the Second Part, hereinafter called "LESSEE",

W I T N E S S E T H:

1. Ownership of Lands and Minerals. Lessors are the owners in fee simple in proportions and interests hereinafter set forth of the following described premises situate in the County of Eureka, State of Nevada, to-wit:

In Township 28 N., R. 49 E., M.D.B. & M. -- Sections 1, 3, 9, 11, 13, 15, 23, and N $\frac{1}{2}$  of 21;

In Township 29 N., R. 49 E., M.D.B. & M. -- Sections 11, 13, 23, 25, 27, 35;

In Township 28 N., R. 50 E., M.D.B. & M. -- Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23;

In Township 28 N., R 51 E., M.D.B. & M.-- Sections 5, 7, 9, 17;

In Township 29 N., R. 50 E., M.E.B. & M. -- Sections 3, 5, 7, 9, 11, 13 (except the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$  and N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ ), 15, 17, 19, 21 (excluding copper ores), 23, 25, 27, 29, 31, 33, 35+

In Township 29 N., R. 51 E., M.D.B. & M. -- Sections 31; Together with all minerals, in, under and upon said premises, which lands and minerals are hereinafter referred to as "Said premises".

The interests of the lessors in said premises are as follows, to-wit:

Lessor Dan Filippini is the owner of an undivided one-half of all minerals in, under and upon said premises, together with all of the surface thereof, including all agricultural and grazing rights thereto;

Lessors Roy L. Primeaux and Frances Primeaux are each the owner of an undivided one-quarter of all minerals in, under and upon said premises, excepting the minerals in, under and upon Section 27, T. 29 N., R. 50 E., M.D.B. & M.;

Lessor Frances Primeaux is the owner of an undivided one-quarter of all minerals in, under and upon said Section 27, T. 29 N., R. 50 E., M.D.B. & M.;

Lessors Patrick Primeaux, Antoine Primeaux and Newman Robear are each the owner of an undivided one-quarter of all minerals in, under and upon said Section 27, T. 29 N., R. 50 E., M.D.B. & M.

2. Granting Clause. In consideration of the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, in hand paid by lessee to lessors, and in further consideration of the

covenants, agreements and conditions hereinafter contained to be kept and performed by the parties hereto, the lessors have leased, demised and granted, and by these presents do hereby lease, demise and grant unto the said lessee, his heirs, legal representatives and assigns, the said premises herein described for the term of years hereinafter set forth, for the purpose of mining and removing any and all iron ores and other minerals that may be found in, under and upon said premises, upon the terms and conditions herein provided, together with the right to do any and all acts or things which the lessors, or any of them, might or could lawfully do in and about the said premises in the opening up, mining, taking out and removing such iron ores and other minerals therefrom, including the right and authority to construct, erect, maintain and remove all such buildings, structures, machinery excavations, openings, ditches, water pipes, railroads, truck roads, tramways and such other improvements as may be reasonably necessary, convenient or suitable for mining, removing, beneficiating and/or shipping any such ores or products thereof, provided that lessee shall use only so much of the surface of the leased premises as may be reasonably necessary for such purposes, and provided further that the lessee will not use any irrigated lands for any such purposes without first obtaining the written consent of the owner thereto.

3. Term of Lease. The term of this lease shall commence on the date of this instrument and unless terminated prior thereto, shall continue for a period of thirty-five (35) years from and after said date.

It is the understanding of the parties hereto that the statutes and laws of the State of Nevada now in force and effect do not permit a lease of mineral lands to have a term of more than thirty-five years.

It is mutually understood and agreed that in the event the statutes and/or laws of the State of Nevada are during the first 34 years of the aforesaid term of this lease changed or amended so as to provide that a lease of mineral lands may be made for a term of at least seventy (70) years, the term of this lease shall thereupon, without any further act of the parties hereto, their legal representatives, heirs and assigns, be extended for an additional period of thirty-five (35) years from and after the end of its present term of thirty-five years as hereinbefore provided so as to make the term of this lease as so extended for a period of seventy (70) years. Lessors for themselves, their heirs and assigns, covenant and agree that they will execute any instruments that may be necessary to put any such extension into effect, provided that such instruments do not change any of the other terms of this lease which shall remain in full force during such extended term.

4. Conditional option to Purchase. In the event said statutes and laws are not changed and amended during the first 34 years of the term of this lease so as to permit the term of this lease to be extended for an additional thirty-five year period, the lessors do by these presents and in consideration of the covenants, agreements and provisions herein contained by the lessee to be kept and performed, and in further consideration of the sum of One (\$1.00) Dollar and other valuable consideration in hand paid by lessee to each of the lessors, the receipt and sufficiency whereof is hereby acknowledged, give and grant unto the lessee for and during the period of the last year of the term of the lease an option to purchase from lessors any one or more of said sections making up said premises then held under this lease for a price of \$500,000.00, Five Hundred Thousand Dollars, in cash per section. In case lessee shall have the right to exercise the option in this Section 4 contained, he may do so by mailing within said one year period a written notice of election addressed to lessors at First National Bank of Nevada, Elko Branch, Elko, Nevada,

which notice shall describe the sections to be purchased, and by depositing in said Bank for the account of lessors within said one year period the sum of \$500,000.00 in cash for each section being purchased, which said sum of money shall be held by said Bank pending the delivery to it of Deeds of the Sections being purchased executed by the lessors to the lessee in form and substance necessary to convey title thereto. Lessors agree for themselves, their legal representatives, heirs and assigns that upon the deposit of such sum of money in said Bank they will forthwith execute such Deeds and conveyances as may be necessary to transfer the legal title to the surface and minerals of the sections so purchased to the lessee his legal representatives, heirs and assigns. Lessee shall not be liable to see to the proper distribution of said funds so deposited among the lessors entitled thereto and the receipt of said bank for such funds shall constitute the full acquittance of the lessee.

5. Habendum Clause. To have and to hold said premises to the lessee for and during said term, including any extension thereof, upon condition that lessee shall well and truly perform, keep and observe each and every of the covenants herein contained on the part of the lessee, to be kept, performed and observed.

6. Treatment of Ores. If in any of the mining operations conducted on said premises, iron ores, including manganiferous ores and other iron ores and iron bearing materials, shall be encountered, which are not then merchantable in their natural condition, the lessee shall have the right at his option to mine such ores, and to beneficiate or otherwise treat the same in order to make them merchantable, and the royalties payable hereunder shall accrue on said treated product or concentrate thereof, and not upon the ore in its natural condition. The removal of ores from the demised premises to any other lands, for the purpose of treating the same shall not be deemed to be removal thereof from the demised premises so as to cause the royalty herein provided for to accrue thereon until the treated product, or concentrates, shall be actually shipped to the consumer and weighed by railroad company transporting the same. But no ores shall be removed from the demised premises for beneficiation or other treatment until the lessee shall have effected an agreement in writing with the owner of the land upon which is intended to conduct any such treatment, or upon which it is intended to deposit tailings, acknowledging the lessors' title to all ores and tailings placed thereon from the demised premises, and their right to remove the same at any time without charge, subject, of course, to lessee's rights therein under this lease.

If any ores shall be treated, they shall as far as practicable be treated separate and apart from all other ores from other premises, and separately loaded on railroad cars for transportation, and separately weighed so that the quantity of the treated product or concentrates from the demised premises may be determined with reasonable accuracy.

The lessee agrees to conduct any beneficiation, or other treatment, in a good and workman like manner, and according to good engineering practice.

The term "shipped" as used in this lease means loaded on railroad cars for transportation to the consumer.

7. Additional Payments. Lessee agrees to pay to lessors as additional consideration for this lease and the conditional option therein contained, subject to the provisions hereinafter in this section set forth, the following sums of money at the following times, to-wit:

- (a) The sum of \$2,500.00 on the 13th day of December, 1956, whether or not this lease is then in force and effect as to any section leased hereunder, it being the understanding of the parties that this payment constitutes rent and shall be unconditionally made;
- (b) The sum of \$1,500.00 on the 13th day of June, 1957, provided this lease is then in force and effect as to any part of said premises, which payment shall constitute rent;
- (c) The sum of \$1,500.00 on the 13th day of December, 1957, provided this lease



in then in force and effect as to any part of said premises, which payment shall constitute rent; and

(d) The sum of \$10,000.00 on the 13th day of June 1958, provided this lease in then in force and effect as to any part of said premises, which said payment of \$10,000.00 shall constitute advanced royalty and may be applied in satisfaction of royalty on ores and concentrates of ores shipped as hereinafter provided in section 9 of this lease pertaining to minimum or advance royalties.

The payments above listed under sub-paragraphs (a), (b) and (c) to be made shall not be considered as advance royalty.

8. Royalty. This lease is made upon the express condition that the lessee shall on the 20th days of January, April, July and October, of each and every year, so long as this lease or any extension thereof continues in force, pay to the lessors, at the First National Bank of Nevada, Elko Branch, at Elko, Nevada, as royalty for all iron ores (including mangiferous ores and other iron ores bearing materials) mined from said premises, and for all contrated products resulting from the beneficiation and treatment of such ores and iron bearing materials mined from said premises, and which are shipped by lessee during the three months preceding the first day of the month in which payment is to be made, as aforesaid, if and to the extent that the same belong to lessors, amounts computed at the rates hereinafter set forth or specified for the full title to each and every gross ton of two thousand, two hundred-forty (2,240) pounds, of such ores and contrated products thereof, to-wit;

(a) For all "OPEN PIT" iron ore shipped direct in its natural state, without being treated otherwise than by crushing and/or screening, forty (40¢) cents per ton. (As used herein, "open Pit" iron ore shall mean iron ore which is mined in the open air by power shovel or similar method and loaded direct into, and removed from the pit in the open air by trucks, railroad cars, or other mechanical conveyances.)

(b) For all "UNDERGROUND" iron ore shipped direct in its natural state without being treated otherwise than by crushing and/or screening, twenty-five (25¢) cents per ton. (As used herein, "underground" iron ore shall mean iron ore other than open pit iron ore, as designated in the next preceding subparagraph hereof.)

(c) For concentrated products of any such iron ores or iron bearing materials produced by any methods of beneficiation or concentration, other than by mere crushing and/or screening, twenty-five (25¢) cents per ton.

9. Minimum Royalties. Within the meaning of this lease, a section consists of a governmental subdivision containing 640 acres, more or less, according to the United States Government Survey. For each year after the commencement of the term of this lease, in which this lease shall continue in effect, and regardless of whether or not any ore exists upon said premises, or any part thereof, and regardless of whether the lessee shall conduct on the premises or any part thereof any mining operation, or operation of any other kind, lessee agrees to pay to the lessors minimum royalty for the premises leased hereby and the rights and privileges hereby granted, as follows:

(a) For the third year of the term of this lease commencing on the 13th day of June, 1958, the sum of \$4,000.00 for each section of land held under this lease at the commencement of such lease year.

(b) For the fourth year of the term of this lease commencing on the 13th day of June, 1959, the sum of \$4,000.00 for each section of land held under this lease at the commencement of such lease year.

(c) For the fifth year of the term of this lease commencing on the 13th day of June, 1960, and for each lease year thereafter the sum of \$10,000.00 per year for each

section of land which may be held under this lease at the commencement of each respective lease year.

Payment of minimum royalty for each lease year shall be made in one annual installment on or before the commencement of each lease year.

In the event royalties on iron ores and concentrates thereof shipped during any lease year shall equal or exceed the amount of the installment of minimum royalty that will become payable for the following lease year, no part of such installment shall be paid; and in the event such royalty on ores and concentrates shipped shall be less than the amount of such installment, the amount of such installment shall be reduced by the amount of such royalty. So much of any installment of minimum royalty paid for any year in excess of the total royalty accrued on iron ore and concentrates as defined in Section 8 hereof shipped during such year shall be deemed advance royalty and may be applied in satisfaction of royalty on such ores or concentrates shipped in any subsequent year in excess of the amount of the installment of minimum royalty that will become payable in such year as hereinabove provided.

10. Railroad Weights. The lessee, at the time of each payment for ores or concentrates shipped, shall transmit to the lessors an exact statement of the amount of merchantable ore (direct shipping) and of the treated product or concentrates shipped during the three months for which payment shall be made. The weights of the railroad company transporting the ores and concentrates thereof, shall prima facie determine the quantities as between the parties. The lessee shall furnish to the lessors monthly statements showing such weights, the right, however, being hereby conceded to each party to inspect, review and test the correctness of the railroad company's scales and weights, and any errors, when ascertained, shall be recognized and corrected in the accounts between the parties.

11. Taxes. Lessee shall pay before they become delinquent all taxes and assessments, general or specific, levied or assessed against the iron ores or other minerals in said premises, or produced therefrom, as may belong to lessors, commencing with those assessed for the year in which the term of this lease commences. In the event lessee drops any section from said lease, but does not terminate the lease as a whole, he will pay such taxes on such section for the balance of the year in which such section is dropped; for the year in which this lease shall terminate as to all of said premises, the lessee shall pay only that portion of such taxes for such year as the number of days in such year lapsed to the time of such termination bears to the total number of days in such year. Lessee shall also pay all taxes and assessments levied or assessed against any personal property at the mines or against any business carried on premises by lessee, together with any bullion or income tax which may be levied or assessed against him by reason of such mining operation. The lessors agree that they will pay their shares of any bullion or income tax assessed against them by reason of said royalty payments, and said lessor Dan Filippini covenants and agrees to pay all real estate or land taxes levied or assessed against the surface of said premises and to furnish to lessee duplicate tax receipts showing such payments.

12. Manner of Operation. The operation of the lessee hereunder shall be conducted in such manner as is usual and customary in skillful and proper mining and treating operations of similar character, and lessee will carry such industrial insurance as is required by the State of Nevada.

Lessee agrees that he will keep any excavations on any premises held by him under this lease properly fenced at all times while he is conducting any operations thereon, and will see that any such excavations are properly fenced at the termination of the lease to all or any part of said premises.

Lessee agrees to immediately and properly post and record a notice of non-liability for and on behalf of the lessors, to the end that the lessors shall be completely protected under the lien laws of the State of Nevada.

13. Reports. Lessee will furnish to lessors annually reports of mining operations, copies of maps and summaries of all explorations by drilling or other methods carried out on the leased premises during the preceding year.

14. Clearing of Records. When this lease shall have been terminated as to any section constituting the premises leased hereunder, the lessee will cause to be entered a Certificate of that fact upon the proper book of records in Eureka County, Nevada, providing this lease shall have been recorded therein.

15. Forfeiture by Lessee. If the royalties reserved hereunder, or any part thereof, or any taxes required to be paid by lessee shall remain unpaid after the times when the same should be paid, or if the lessee shall fail to keep, or perform any other covenant herein expressed to be performed on his part, and if such default shall continue for more than ninety (90) days, after written notice signed by a majority in interest of the lessors, or their heirs, legal representatives or assigns, as the case may be, addressed to the lessee at the address hereinafter given, specifying the failure or default complained of, the lessors may, at their option enter upon the leased premises and may exclude therefrom the lessee and all persons claiming under him, unless such payment shall be made or the default complained of shall be corrected within said notice period.

16. Lessor's Lien. The lessors at all times shall have the lien upon all ores mines from said premises but not shipped, upon all treated products or concentrates until the same are shipped, and upon all lessee's improvements on the said premises, as security for any unpaid balance due under this agreement, which lien may be enforced in like manner as liens of a similar nature under the laws of the State of Nevada, or in any other proper and lawful manner.

17. Right to Assign or Sub-let. The lessee shall have the right to assign this lease or to sub-let said premises, provided that no such assignment or sublease shall be made to a corporation which, at the time of such conveyance, is not authorized to do business in the State of Nevada.

18. Surrender of Lease by Lessee. Lessors hereby agree that Lessee, not being in default hereunder, may terminate this lease in its entirety, or surrender any section of land held hereunder by giving written notice to lessors of such termination or surrender not less than ninety (90) days prior to the effective date thereof, and by paying to lessors prior to such effective date all sums which shall then have accrued to lessors hereunder, as to the parcels being surrendered, whether payable then or thereafter, and by performing all the covenants and agreements, and observing all the conditions hereof on the part of the lessee to be performed, up to-date of such termination or surrender; and thereupon all obligations of the parties hereto shall cease and terminate as to the sections of land surrendered and as to all of said premises, if the whole of said lease is terminated.

19. Right of lessee to remove personal property after termination of lease. At the expiration of the term of this lease, or upon the earlier termination thereof, the lessee shall have one hundred eighty (80) days in which to remove all engines, tools, machinery, hoisting apparatus, head frames, rails, railroad tracks and structures erected or placed by him on or in said premises, but shall not remove or impair any supports placed in the mines or any timber or frame works (not including head frames) necessary to the use and maintenance of the shafts or other approaches to the mines, or of the tramways within the mines.



20. Title examination. Lessors agree that within ninety (90) days after the execution of this instrument they will, at their own expense, furnish the lessee abstracts of title to said premises certified to a date subsequent to the recording of this lease in the proper office of Eureka County and lessors further agree that if counsel for lessee determines from the examination of said abstracts that there are defects in the titles of lessors to said premises they will, upon request of lessee, take such action at their own expense as may be necessary to remove such defects and make such title good of record in lessors. In the event lessors fail to remove such defects within a reasonable period of time after being requested to do so, lessee may remove the same and any expense incurred by lessee in perfecting the title to said premises in the name of lessors shall be treated as advance royalty and shall be credited against any royalties payable on ores mined and shipped as hereinbefore provided in Section 9.

21. Covenants of Lessors. Each of the lessors covenants for himself or herself and for his or her respective heirs and assigns as to his or her respective interest in said premises, as more particularly set forth in section 1 hereof, as follows: That such lessor is well seized of his or her said interest in said premises and that the same is free from all encumbrances, excepting the following, to-wit:

1. Reservation of all petroleum, oil and natural gas and products derived therefrom together with the right at all times to enter upon said premises to prospect for and to drill, bore, recover and remove all petroleum, oil, natural gas and products derived therefrom contained in a Deed dated June 7, 1949, executed by the Southern Pacific Land Company to Dan Filippini and recorded in Book 23 of Deeds, at Page 583, records Eureka County Recorder's Office;

2. Rights of way for any existing roads, ditches, pipe, pole or transmission lines traversing said premises; that such lessor has full right and authority to make this agreement as to such lessor's interest in said premises and that such lessor will warrant and defend the lessee in the quiet and peaceable possession of such lessor's interest in said premises during the term of this lease and any extension thereof against all persons lawfully claiming the same.

22. Reciprocal Mining Rights. It is further agreed that lessee may mine and remove iron ores, and other minerals or materials from said premises, over or across other lands, or through a shaft, incline or other opening, in or upon other lands by means whatsoever, and may beneficiate said ores in plants, erected on other lands, and may stockpile the same on the surface of other land, and may mine and remove material from other lands on which lessee may be conducting mining operations, over or across the said premises, or through a shaft, incline or other opening on or in said premises, by any means whatsoever, and may beneficiate such material in or upon said premises and may stockpile same on the surface of said premises, and may use the said premises for any other purpose auxiliary to carrying on of mining operations with respect to ores mined from said premises or other lands on which the lessee may be conducting mining operations, and may enjoy such other cross-mining rights as may be necessary or convenient from time to time in the conduct of such mining operations, without paying to lessors any sums other than those payments of royalties and taxes, and assessments herein provided in this agreement. Lessee, if he so elects, after treating or concentrating any non-mercantable ores from said premises, may stockpile the same either upon said premises or upon other premises owned by or previously leased by lessee, or may place in stockpile upon said premises any concentrates from ores mined and removed by lessee from any of such other properties on which lessee may be conducting mining operations, it being agreed, however, that in each instance where ore, lean ore, concen-

trates or other mineral bearing materials, are to be stockpiled on lands other than those of the owners, from which said ores and products were mined, that adequate and appropriate instruments shall first be executed, retaining in the owner thereof such owner's right, title and interest in and to such ore, lean ore, concentrates or other mineral bearing material, and such owner's right to remove the same and protecting him from all liability which might arise because of such stockpiling on the property of others.

23. Water Rights Reserved. It is understood and agreed that any and all water rights in connection with said premises, which the lessor Dan Filippini now owns, are hereby reserved unto him, provided, however, that lessee shall have the right to sink wells on other parts of the premises leased hereunder and to use the waters therefrom.

It is further understood and agreed that the said Dan Filippini, his heirs and assigns, shall have the right to use the surface of all or any part of said premises without rent or charge, until such time as lessee notifies him or them, in writing, that the same is needed for mining operations hereunder, at which time they shall forthwith cease using such surface.

24. Other Valuable Minerals. It is further covenanted and agreed that in case any ores or minerals, other than iron ore (including manganese ore, and other iron ores, or iron bearing materials) are discovered in or upon the said premises, and such other ores or minerals are owned by lessors, the lessee is hereby expressly granted the right to mine and remove the same, subject to the other terms and provisions of this lease as the same may apply, provided lessee pays to lessors a royalty based upon the following percentages of the net mill, smelter, or other purchasing agency return therefrom, to-wit:

Ten (10%) per cent for all such ores or minerals which are valued at not more than Thirty (\$30.00) Dollars per ton in place;

Fifteen (15%) per cent on all such ores or minerals valued at more than Thirty (\$30.00) Dollars per ton in place. "Net mill, smelter, or other purchasing agency return," as used herein, shall mean the gross values as fixed by the mill, smelter, or other purchasing agency, less mill or smelter treatment charges, and deductions, and transportations and freight costs. Such royalties shall be due and payable at the times provided herein for the payment of royalties on iron ore and such royalties payable under this Section 21 shall be taken into account in computing advance royalty under Section 9 hereof. Lessee shall make reports of the kind, quality and quantity of such ores, and of the gross values thereof, as determined by the mill, smelter, or other purchasing agency, as well as the mill or smelter treatment charges and deductions, and transportation and freight costs, which report shall be made at the same time and in the same manner provided in this lease in regard to reports regarding iron ores.

25. Dispute as to Ownership. In the event any person, firm or corporation claims to be the owner of all or any part of the minerals and ores, which are subject to the terms hereof, adversely to any of the said lessors, the lessee may, at his option, and without any liability on his part, pay royalties coming due for any such ores or minerals, so adversely claimed, into Court, to be held there pending proof of the ownership thereof.

26. Payment of Royalties. All payments of royalties earned or advance as well as any other payments required to be made hereunder by lessee to lessors shall be paid by lessee to said above-named Bank for benefit of lessors, and said lessee shall not be liable to see to proper distribution of such funds among lessors, and receipt of said Bank as to any such payments shall constitute full acquittance of lessee as to such payments.



27. Easement. It is understood by the parties hereto that in order for lessee to carry on exploratory and mining operations on such parts of said premises that certain ores and minerals he must have ingress thereto and egress therefrom over other parts of said premises that may be surrendered by lessee from this lease because they have insufficient minerals thereon to warrant the mining thereof or the payment of minimum royalties thereon.

Lessor Dan Filippini in consideration of the covenants and agreements in this lease contained on the part of the lessee to be performed and in further consideration of the sum of One (\$1.00) Dollar and other valuable consideration to him in hand paid by the lessee, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the rental hereinafter set forth to be paid by lessee, does hereby give and grant unto lessee an easement of way 150 feet in width over such parts of the surface of said premises whether held under this lease or not as lessee may select for the purpose of constructing and maintaining thereon for the full term of this lease and any extension thereof such power lines, pipelines, conveyor systems, truck roads, railroads, or any other means of transportation as lessee deems necessary to give him ingress to and egress from any parts of said premises held under this lease, provided lessee within four years from the date hereof causes such easement of way as selected by him to be surveyed and a plat or map thereof to be filed in the office of the Recorder of Eureka County. Lessee shall pay any real estate taxes on the premises constituting such easement and in addition shall pay to the said Dan Filippini, his heirs, legal representatives or assigns, the sum of \$200.00 per year for each section over which said easement passes. Said easement shall not cross meadow lands without the consent of Dan Filippini, his heirs, legal representatives or assigns, and shall be kept fenced at the expense of lessee. Upon the termination of said lease, the premises constituting such easement shall revert to the owner thereof. Lessee to have, however, a period of one hundred eighty (180) days after such termination to remove from the premises constituting such easement all tracks, pipe, equipment and structures of every kind and nature placed thereon by lessee.

28. Notices and Addresses. Whenever it is proper to serve upon or deliver to the lessors or the lessee any written notice hereunder including notice of default, termination or surrender the same may be served personally or sent by registered mail with postage prepaid, addressed to the parties at the following addresses:

Lessee Warren S. Moore  
 % W. S. Moore Company  
 400 Torrey Bldg.  
 Duluth, Minn., or such other address  
 as lessee may from time to time  
 designate in writing;

Lessors - % First National Bank of  
 Nevada, Elko Branch, Elko, Nevada.

Any maps, reports or other data concerning the exploration and development or mining of said premises may be sent by lessee to lessors at the above address by regular mail.

29. Power of Attorney. Frances Primeaux who has executed this agreement as attorney in fact for certain of the persons named as lessor herein warrants to and with lessee that at the time of the execution of this instrument by her as such attorney in fact there was in force and effect and unrevoked a duly executed Power of Attorney dated March 1, 1956, authorizing her to execute this instrument as such attorney in fact.

30. Interest Leased hereunder. Each person executing this instrument as a lessor whether in his or her individual capacity, or by his or her attorney in fact, has executed the same for the purpose of consenting to all of its terms and provisions and in order to subject to the terms and provisions of this instrument, all of such person's interest in

said premises including any statutory community interest such person may have therein by reason of being the spouse of any other party lessor.

This agreement and all of its terms, provisions and conditions shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands the day and year first hereinabove written.

Dan Filippini  
DAN FILIPPINI

Roy L. Primeaux  
ROY L. PRIMEAUX

Frances Primeaux  
FRANCES PRIMEAUX

Patrick Primeaux  
PATRICK PRIMEAUX

By: Frances Primeaux  
His Attorney in Fact

Anna M. Primeaux  
ANNA M. PRIMEAUX

By: Frances Primeaux  
Her Attorney in Fact

Antoine Primeaux  
ANTOINE PRIMEAUX

By: Frances Primeaux  
His Attorney in Fact

Ellen Primeaux  
ELLEN PRIMEAUX

By: Frances Primeaux  
Her Attorney in Fact

Newman Robear  
NEWMAN ROBEAR

By: Frances Primeaux  
His Attorney in Fact

Grace Robear  
GRACE ROBEAR

By: Frances Primeaux  
Her Attorney in Fact  
LESSORS

Warren S. Moore  
WARREN S. MOORE  
LESSEE

STATE OF NEVADA, )  
                          ) SS.  
COUNTY OF ELKO. )

On this 13th day of June, 1956, personally appeared before me, a Notary Public in and for said County and State, DAN FILIPPINI, unmarried, and ROY L. PRIMEAUX and FRANCES PRIMEAUX, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and 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 last above written.

(Notarial Seal) Orville R. Wilson  
NOTARY PUBLIC

STATE OF NEVADA )  
                          ) SS.  
COUNTY OF ELKO. )

On this 13th day of June, 1956, personally appeared before me, a Notary Public in and for said County and State, FRANCES PRIMEAUX, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of PATRICK PRIMEAUX and ANNA M. PRIMEAUX, husband and wife, ANTOINE PRIMEAUX and ELLEN PRIMEAUX, husband and wife, and NEWMAN ROBEAR and GRACE ROBEAR, husband and wife, and acknowledged to me that she subscribed the names of the said PATRICK PRIMEAUX, ANNA M. PRIMEAUX, ANTOINE PRIMEAUX, ELLEN PRIMEAUX, NEWMAN ROBEAR and GRACE ROBEAR thereto as principals and her own name as attorney in fact, 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 last above written.

(Notarial Seal) Orville R. Wilson  
NOTARY PUBLIC

STATE OF NEVADA, )  
                          ) SS.  
COUNTY OF ELKO. )

On this 13th day of June, 1956, personally appeared before me, a Notary Public in and for said County and State, WARREN S. MOORE, 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 last above written.

(Notarial Seal) Orville R. Wilson  
NOTARY PUBLIC

Recorded at the Request of Orville R. Wilson June 16 A.D., 1956 At 51 Min . past 11 A.M.

E. B. Crane--Recorder.  
By Angela Evans--Deputy.