

File No. 33617

Dan Filippini, unmarried, and Roy L. Primeaux and Frances Primeaux, husband and wife, and Patrick Primeaux and Anna M. Primeaux, husband and wife, and Antoine Primeaux and Ellen Primeaux husband and wife, Newman Robear and Grace Robear, husband and wife,

LESSORS,

TO

Warren S. Moore,

LESSEE.

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

AMENDMENT TO MINING LEASE

AMENDMENT TO MINING LEASE

THIS INDENTURE, made and entered into this 29th day of April, 1958, 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, first parties, hereinafter called "LESSORS", and WARREN S. MOORE of St. Louis County, Minnesota, second party, hereinafter called "LESSEE",

WITNESSETH:

WHEREAS by Mining Lease dated June 13, 1956, the lessors herein named leased unto the lessee herein named certain lands and minerals situate in the County of Eureka, State of Nevada, more particularly described in said Mining Lease, upon the terms and conditions therein set forth, which said Mining Lease was, on the 16th day of June, 1956, recorded in the Office of the County Recorder of Eureka County, Nevada, in Liber G of Misc. at page 253, as File No. 32403; and

WHEREAS the parties hereto desire to amend said Mining Lease in the particulars and only in the particulars hereinafter set forth;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR and other valuable consideration in hand paid by the lessee to each of the lessors, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual covenants and agreements on the part of the respective parties hereunto to be performed, it is agreed as follows;

FIRST: Sub-Paragraph (d) of Article 7 of said Mining Lease is hereby amended to read as follows:

(d) The sum of \$10,000.00 on the 29th day of April, 1958, provided this lease is 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.

SECOND: Sub-Paragraph (a) of Article 9 of said Mining Lease is hereby amended to read 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 on the 13th day of November, 1958.

All of the other terms, provisions and conditions of the said mining lease, except as amended hereby, shall remain in full force and effect and are binding upon the parties hereto;

The lessors acknowledge receipt of the sum of TEN THOUSAND (\$10,000.00) DOLLARS paid pursuant to the provisions of Sub-paragraph (d) of Article 7 of the mining lease as amended hereby.

FRANCES PRIMEAUX, one of the lessors who has executed this agreement as attorney in fact for certain other persons named as lessors herein, warrants to and with the lessee that at the time of the execution of this instrument by her as such attorney in fact, there was full force and effect an unrevoked and duly executed Power of Attorney dated March 1, 1956, authorizing her to execute this instrument as such attorney in fact.

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

Ellen Primeaux
ELLEN PRIMEAUX

Grace Robear
GRACE ROBEAR

Frances Primeaux
FRANCES PRIMEAUX

Patrick Primeaux
PATRICK PRIMEAUX

By Frances Primeaux
Her Attorney in Fact

By Frances Primeaux
Her Attorney in Fact
Lessors

Anna M. Primeaux
ANNA M. PRIMEAUX

By Frances Primeaux
By His Attorney in Fact

Newman Robear
NEWMAN ROBEAR

Warren S. Moore
WARREN S. MOORE
LESSEE

By Frances Primeaux
Her Attorney in Fact

Antoine Primeaux
ANTOINE PRIMEAUX

By Frances Primeaux
His Attorney in Fact

By Frances Primeaux
His Attorney in Fact

STATE OF NEVADA)
) SS
 COUNTY OF ELKO)

On this 29th day of April, 1958, 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, and WARREN S. MOORE, 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)
 My commission Expires: October 18, 1961

Orville R. Wilson
 NOTARY PUBLIC

STATE OF NEVADA)
) SS.
 COUNTY OF ELKO)

On this 29th day of April, 1958, 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 PARTICK 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 PRIMEA, 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)
 My commission Expires: October 18, 1961

Orville R. Wilson
 NOTARY PUBLIC

Recorded at the request of H. B. Kryberger, Jr., May 5, A.D. 1958 At 15 minutes past 8 A.M.

Marian Herrera -- Recorder.