

M. I. A. Mines Company,)
Lessor)
and)
Charles A. Vaccaro, Lessee)

MINING LEASE

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THIS AGREEMENT made in duplicate this 22nd day of June, 1962, between M. I. A. MINES COMPANY, a joint venture composed of COMBINED METALS REDUCTION COMPANY, a corporation, and AMERICAN ZINC COMPANY OF TENNESSEE, a corporation, Lessor, and CHARLES A. VACCARO of Eureka, Nevada, Lessee -

WITNESSETH:

In consideration of the terms, conditions and covenants herein stated to be kept and performed by the respective parties, it is agreed:

1. Lessor does hereby demise, lease and let to Lessee for the purpose of carrying on mining operations and extracting and shipping ores and minerals therefrom, the following described mining claims in Eureka County, Nevada, to-wit:

A. The "Mountain View Group" of 11 claims owned by Lessor:

Mountain View	Shirley
Mountain View No. 1	Shirley No. 3
Mountain View No. 2	Shirley No. 4
Helen No. 5	Low Boy No. 4
Helen No. 6	Low Boy No. 5
Helen No. 7	

B. The "Mountain View Extension Group" of 10 claims owned by Charles A. Vaccaro, John Cardinalli and Dorothy Johnson now under lease with option to purchase to M. I. A. Mines Company, listed as follows:

Mountain View Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11
And Mountain View Extension.

Including a disputed area mentioned and described in Option and Lease Agreement dated November 29, 1961.

2. The term of this lease shall be four years to be dated and effective upon the passage by Congress of a bill now pending to provide subsidy payments for relief of the mining industry, subject, however, to the right of Lessor to terminate the lease upon serving on Lessee a ninety day notice in writing of its intention so to do.

3. Lessee will take and hold possession of said property and carry on mining operations therein with reasonable diligence, all work to be done in good minerlike manner, properly securing the ground wherever necessary and with a view to the preservation of said property for future operations, and will do and perform all annual labor required by Federal law to prevent forfeiture of the described claims.

4. All ores mined under this agreement shall be sold by Lessor on the best competitive terms obtainable by either party hereto.

5. Lessee will pay to Lessor a royalty of 15% of the net mill or smelter returns from ores produced from the property, all such payments to be made to Lessor on or before the 15th day of each calendar month to cover returns received during the previous calendar month. Net returns shall mean the amount paid by the purchaser of the ores less treatment, freight, trucking, assaying and sampling charges.

6. Lessee agrees to perform one foot of main level development for each two tons of ore shipped. Said development shall be agreeable to Lessor's representative as being of a type and in a location that contributes to efficient operation or delineation of ore reserves or the accomplishment of desired exploration objectives.

7. Lessee is an independent contractor and shall be solely responsible for all labor, materials, supplies and equipment furnished for his operations, and shall keep the demised premises free and clear of incumbrances and liens.

8. Lessee will indemnify and save harmless the Lessor of and from all liability, loss, cost, damage and expense that may arise out of damage or injury to persons and property occurring in the operations of Lessee under this agreement, but Lessee shall be notified of the commencement of any suit and shall have the right to defend the same.

9. Lessee will post and keep posted on the demised premises notices as to nonliability on the part of Lessor in compliance with Nevada laws, and will also comply with all other laws and regulations of Nevada and the United States affecting his operations.

10. During the life of this agreement Lessee will pay all property taxes and all taxes based on production laid upon the demised premises.

11. Lessor or its agents may at all reasonable times enter into and upon the demised premises for the purpose of inspection, surveying and sampling.

12. Upon termination of this agreement in any manner Lessee shall have the right of removal of all equipment, machinery, tools and supplies placed on the demised premises by him, such right of removal to be exercised within ninety days after such termination, but no track or timbering shall be removed.

13. Time is of the essence of this agreement and if Lessee fails to keep and perform the conditions and covenants herein stated to be by him kept and performed, then at the option of Lessor this agreement may be terminated, provided Lessor shall first serve upon Lessee a thirty day written notice setting forth the default or omission complained of, and if such default or omission is not remedied within said period, then this agreement shall be null and void and in such event Lessor shall retain as liquidated damages all monies theretofore paid by Lessee.

14. Lessee may relinquish his rights under this agreement by serving upon Lessor a thirty day written notice of intention so to do and returning the demised premisss to Lessor and paying to Lessor all accrued obligations for royalty.

15. Nonperformance of this agreement by either party hereto is excused so far as caused by acts of God, war, accident, fire, unavailability of labor or materials, failure of water supply or transportation, shutdown of treatment and refining plants, low price of metals, or acts of public authorities.

16. This agreement in all things shall be binding upon and inure to the benefit of the parties hereto and their assigns and personal representatives.

IN WITNESS WHEREOF the parties hereto have caused the due execution hereof the day and year first above written.

M. I. A. MINES COMPANY

ATTEST: (COMBINED METALS REDUCTIONS CO. CORPORATE SEAL)

O. F. Canton
Asst. Secretary

By E. H. Snyder
President of Combined Metals Reduction Company

ATTEST: (AMERICAN ZINC COMPANY OF TENNESSEE CORPORATE SEAL)

Ralph C. Perkins
Secretary

By Howard I. Young
President of American Zinc Company of Tennessee
Lessors

Charles A. Vaccaro
Lessee

STATE OF UTAH)
: ss
County of Salt Lake)

On this 5th day of June, 1962, personally appeared before me E. H. Snyder, known to me to be the President of Combined Metals Reduction Company, one of the parties to the Joint Venture known as M. I. A. MINES COMPANY, that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(NOTARIAL SEAL)

H. Morton Murdock
Notary Public
Salt Lake City, Utah

My Commission expires 11/1/63

STATE OF MISSOURI)
 : ss
CITY OF SAINT LOUIS)

On this 13th day of June, 1962, personally appeared before me Howard I. Young, known to me to be the President of American Zinc Company of Tennessee, one of the parties to the Joint Venture known as M. I. A. MINES COMPANY, that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(NOTARIAL SEAL)

Leona S. Jones
Notary Public
Saint Louis, Missouri

My Commission Expires March 19, 1965
Commissioned for the County of St. Louis
which adjoins the City of St. Louis

STATE OF NEVADA)
) ss
County of Eureka)

On this 22nd day of June, A.D. 1962, personally appeared before me, a Notary Public in and for Eureka County, Charles A. Vaccaro, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(NOTARIAL SEAL)

Willis A. DePaoli
Notary Public
Eureka, Nevada

My Commission expires 10-14-65

Recorded at the request of Louis Gibellini June 22, A.D., 1962 At 35 minutes past 11 A. M.

Willis A. DePaoli - Recorder.