

Alfred Burns and Ruth Burns )

to )

H. G. Metas )

MINING LEASE AND OPTION

MINING LEASE AND OPTION

THIS LEASE AND PURCHASE OPTION , made and entered into this 24th day of June 1963, by and between Alfred Burns & Ruth Burns, hereinafter designated as Lessor, and H. G. Metas, 404 Boston Building, Salt Lake City, Utah hereinafter designated as Lessee:

WITNESSETH

That the said Lessor, for and in consideration of Two Hundred Fifty, receipt of which is hereby acknowledged, and of the royalties, covenants and agreements hereinafter reserved and by said Lessee to be paid, kept and performed, has granted, demised and let to the said Lessee <sup>a one half in divided</sup> ~~all of its~~ interest unto the following described property and mining claims situated and lying in Lynn Creek Mining District, to wit:

Poor Man  
Look out  
Ruth

Look out Fraction, all in Section 22, Twp. 35 North, Range 50 East

all of which claims are more particularly described under the Certificates of Location recorded at the office of the County Recorder of Eureka State of Nevada

TO HAVE AND TO HOLD unto the said Lessee for a period of time as may be necessary to pay the purchase price in the manner hereinafter provided for , unless sooner forfeited or terminated as hereinafter provided:

AND IN CONSIDERATION of said demise, the said Lessee does covenant and agree with the Lessor as follows:

1. To pay to said Lessor, at his place of business at Elko Nevada, <sup>the payments</sup> ~~royalties and rentals~~, as hereinafter specified, during the term of this agreement, until the sum of \$1000.00 shall have been paid: Lessors warrant that said claims are on public domain and subject to location, They further warrant that the assessment work for year of 1963 has been performed and lessors will file affidavit of Labor before August 1st, 1963.

2. To take possession of said mining claims and perform the annual assessment work required by law on the unpatented claims described herein:

3. To keep proper books of account showing the amounts of gold, minerals or metals produced and sold from said mining property and to deliver duplicate reports and statements of said sales to the Lessor at his place of business within reasonable time after consumation of sale:

4. To, during the term of this agreement and in periods when men are employed by Lessee, at its own risk and expense, carry adequate workmen's compensation insurance, and to at all times keep said Lessor free and harmless from any and all damages for accidents to or injuries incurred by any person or persons upon, in or about the premises, excepting Lessor and those working under Lessor, and to comply with all governmental laws, regulations and ordinances of said District, as applicable, with respect to matters to be done and performed:

5. To keep all bills and accounts for labor performed and supplies and materials furnished, in or for operations under this Lease, paid in such manner as not to allow any claim or lien to be effectually made or asserted against the Lessor or his property:

6. Said Lessor and/or its agent may from time to time, in company with the Lessee or its agent, enter upon said premises, and the whole thereof, for the purpose of general inspection of the same and for the purpose of posting upon said premises notice of non-responsibility and other notices necessary, proper or convenient for the protection of said Lessor:

7. Lessee shall keep and preserve reasonable records and maps to reflect the progress and results of work undertaken, and shall allow Lessor to inspect such records at reasonable times, and, upon termination of this agreement, deliver duplicate copies of such records to said Lessor:

8. Said Lessee shall pay any and all taxes assessed by reason of the mining operations upon said premises, excepting bullion tax upon the reserved royalty of the Lessor:

9. In the event Lessee shall fail to make any payment of royalty or rental or any other payment herein provided for, at the time and in the manner stipulated, or shall fail to keep or perform any of the conditions, covenants, or agreements herein contained on his part to be kept and/or performed, said Lessor may give to said Lessee a notice in writing of such default, and if such default is not corrected within thirty days (30) days after the giving of such notice, the lease shall terminate and become forfeited:

10. To pay to said Lessor, at his place of business at 165 River St Elko, Nevada the following rentals and/or royalties on all mineral products extracted and sold from the premises, during the life of this lease, until the sum of One Thousand dollars has been paid to wit: \$250, paid upon the execution of this agreement and the balance in the sum of \$750.00 payable at the rate of \$75.00 per month or more, beginning with August 1st 1963. Net proceeds are defined as the gross proceeds of the ore, bullion, precipitate or concentrate sold, less smelter, mint or other purchasing agency charges, transportation charges, sampling charges and other charges as are customarily assessed by the buyer of ores against the seller:

11. ~~Lessee agrees to pay to the Lessor a rental of ----- per month which shall be applied on the purchase price. Rental Payments shall be considered as advanced royalty payments and can be applied as a credit towards royalty payments which might thereafter be due.~~ And royalty payments in excess of \$75.00 monthly shall apply as a credit against future rental payments. Royalty payments from the sale of mineral products shall be made to the Lessor directly by the buyer of ores, bullion, precipitate or concentrate, where and when such arrangements are in accord with the buyer's established custom:

12. Upon <sup>payment by</sup> ~~demand of~~ Lessee, said Lessor agrees to execute a deed to <sup>their</sup> ~~its~~ interest in the above described mining claims and <sup>and deliver same to Lessee or assigns</sup> ~~deposit same with a bank in -----~~, accompanied with ~~escrow instructions providing for the delivery to Lessee upon satisfactory proof of the payment of ----- in rental, royalty or in any other manner, as the agreed option price of the above described property of the Lessor, and with further instructions to return said deed to Lessor upon satisfactory evidence of failure of Lessee to comply with the terms of this agreement. Cost of said escrow shall be borne equally by the Lessor and the Lessee.~~

13. Lessee shall have the right and option to terminate this agreement at any time up-  
on thirty (30) days' written notice to the Lessor.

OK A.B.  
HGM

AB  
HGM



14. All covenants and conditions contained herein, expressly or impliedly shall extend to the successors, heirs, executors and assigns of the parties hereto:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of June 1963

LESSOR

Alfred Burns

Ruth Burns

LESSEE

H. G. Metos

STATE OF NEVADA )  
: SS.  
COUNTY OF LANDER )

On this 2<sup>1st</sup> day of July 1963, personally appeared before me a Notary Public in and for Lander County, State of Nevada, Alfred Burns & Ruth Burns known to me to be the person who executed the foregoing instrument, who duly acknowledged to me that he executed the same freely and voluntarily for the purpose and uses therein mentioned.

(NOTARIAL SEAL)

MY COMMISSION EXPIRES MAY 10, 1965

Elizabeth M. Reick  
Notary Public

STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

On this 24 day of June 1963, personally appeared before me a Notary Public in and for Salt Lake County, State of Utah, H. G. Metos known to me to be the person who executed the foregoing instrument, who duly acknowledged to me that he executed the same freely and voluntarily for the use and purpose therein mentioned.

(NOTARIAL SEAL)

Millie A. Goodsell  
Notary Public

RECORDED AT THE REQUEST OF H. G. Metos July 5 A.D. 1963 At 02 minutes past 8 A.M.

Willis A. DePaoli - Recorder  
By Helen E. Halstead - Deputy