

MEMORANDUM OF MINING LEASE 3927M-1

THIS MEMORANDUM OF LEASE, made and executed in duplicate as of the *28th* day of *October*, 1963, by and between SOUTHERN PACIFIC COMPANY, a Delaware corporation, hereinafter called "Lessor", and ATLAS CORPORATION, hereinafter called "Lessee".

WITNESSETH:

1. Lessor for and in consideration of the covenants and agreements to be kept and performed by Lessee, as contained in that certain mining lease between Lessor and Lessee of even date herewith, does by these presents lease unto Lessee the following described land situated in the County of Eureka, State of Nevada, to wit: All of Section Twenty-five (25), Township Thirty-six (36) North, Range Forty-nine (49) East, Mount Diablo Base and Meridian, containing Six Hundred Forty and 00/100 (640.00) acres, more or less.

For the sole and exclusive purpose of examining, searching and testing for, opening and operating mines, and extracting, reducing, treating, selling and shipping any and all minerals and mineral-bearing materials contained therein and concentrates thereof, excepting and reserving all oil, petroleum, natural gas and other hydrocarbons, and all rights thereto.

This lease is subject to rights of way for pipe, telegraph, telephone and power transmission lines, ditches, flumes, public and private roads and trails, now constructed upon or adjacent to said land and also the right of Lessor to use such land for any and all purposes not inconsistent with or which shall not interfere with the right of the Lessee to use said land for the purposes herein leased, including the right to enter on the land and explore for, develop, and remove the reserved oil, petroleum, natural gas, and other hydrocarbon substances. Lessee shall have the right to make all such use of the lands and thereon or therein to place, erect, construct, maintain and use all such buildings, engines, machinery and other equipment and facilities and make all such excavations, openings, ditches, drains and other improve-

ments as may, in opinion of Lessee, be necessary or useful for the purposes aforesaid, or for any subsidiary purpose connected therewith in accordance with the terms of said mining lease of even date.

2. The term of this lease shall be, subject to the strict performance of the covenants and agreements contained herein, for five years and so long thereafter as Lessee carries on active mining and exploration, as defined in said mining lease, on the leased premises, but shall not extend more than fifty (50) years from the date hereof.

3. Further considerations for this lease and the rights and obligations of the parties with respect to the land described herein and the use thereof are all set forth in said mining lease of even date herewith; and this memorandum of lease and said mining lease shall always be considered and construed together, and they shall be deemed jointly to constitute but one agreement covering the rights and liabilities of the parties, reference to said mining lease being hereby made for greater particularity.

TO HAVE AND TO HOLD THE SAME, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the purposes and upon the terms set forth in said mining lease.

Lessor for itself and its successors and assigns, does covenant with Lessee, its successors and assigns, that Lessor is the lawful owner of said lands and that its title thereto is free and clear of all adverse claims, liens and encumbrances except taxes not payable as of the date hereof, open and visible easements or rights of way, and surface conveyances, if any, heretofore granted and now of record; and that Lessee keeping, performing and observing each of the agreements and conditions to be kept, performed and observed by it as provided herein and in said mining lease, Lessor will warrant and defend Lessee, its successors and assigns, in the quiet and peaceable possession of said lands during the term of this lease, for the uses and purposes herein provided, against all persons claiming, or who may claim, the whole or any part thereof.

The relationship between the parties hereto shall be that of Lessor and Lessee and nothing herein or in the said mining lease shall be deemed

or construed to effect a partnership, joint venture or other cooperative arrangement between the parties hereto for the exploration, development, or extraction of ore, mineral-bearing materials or concentrated products.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed in its behalf on the day and year first above written.



SOUTHERN PACIFIC COMPANY

By L. Frandsen
Manager, Land Department
T. F. Ryan
Assistant Secretary
(Lessor)



ATLAS CORPORATION

By A. B. Kelly
Vice President
By M. L. Holland
Assistant Secretary
(Lessee)

ATTEST:

STATE OF CALIFORNIA,
City and County of San Francisco) ss.
On this 18 day of December, 1964, the year One Thousand Nine Hundred and Sixty-
before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(65 Market St.) L. Frandsen and T. F. Ryan, known to me to be the Manager, Land Department, and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.


Corporation

Norman T. Stone
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires October 25, 1964.

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

On this 28th day of October, 1963, personally appeared before me A. P. KIBBE, who, being by me duly sworn, did say: That he is a Vice President of ATLAS CORPORATION, a Delaware corporation, and that the within and foregoing Memorandum of Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said A. P. Kibbe duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.


 Notary Public

Residing at Salt Lake City, Utah

My Commission Expires:

April 16, 1965



FILE NO. 30500

Filed for record at the request of Van Cott, Bagley, Cornwall & McCarthy

Jan. 8, 1964, at 50 minutes past 10 A.M. Recorded in

Book 2 of Official Records, page 319-322, Records of EUREKA

COUNTY, NEVADA.

Fee: \$ 3.25

William A. McTear, Recorder.