

MINE LEASE

THIS AGREEMENT AND INDENTURE made the 30 day of September, 1966, between NEVADA KING COPPER CO., a Nevada Corporation, with an office at 320 West Liberty Street, Reno, Nevada, hereinafter known and referred to as the Lessor, and NATION WIDE OIL CO., a Nevada Corporation, hereinafter known and referred to as Lessee,

W I T N E S S E T H

WHEREAS a Lease was granted to RALPH EDWARDS by the above named Lessor, on the Copper King #1, #2 and #5 patented mining claims, on June 15, 1966; and

WHEREAS the said RALPH EDWARDS now owes Lessor the sum of ONE THOUSAND TWO HUNDRED SEVENTY AND NO/100 (\$1,270.00) DOLLARS for royalties due under said Lease; and

WHEREAS the above named Lessee, NATION WIDE OIL CO., has agreed to pay and has paid the amount of said overdue royalty in the sum of \$1,270.00, receipt whereof is hereby acknowledged by Lessor; and

WHEREAS the said RALPH EDWARDS has agreed to the cancellation of said Lease dated June 15, 1966, and the issuance of a new and greater Lease to NATION WIDE OIL CO., and

WHEREAS, the Lessor, in partial consideration of the payment to it of said sum by NATION WIDE OIL CO., has agreed to grant to said NATION WIDE OIL CO. a Lease of the hereinafter demised mining properties;

NOW, THEREFORE, the Lessor, in consideration of the payment of the aforesaid sum and in further consideration of the rents, royalties, covenants, and agreements hereinafter reserved, lets unto the Lessee, the following described mine and mining property, situated in T34N, R51E, in Sections 27 and 28, Maggie Creek Mining District, County of Esmeralda, State of Nevada, to-wit:

Patented Lode Mining Claims

Copper King No. 1, Survey No. 4471
 Copper King No. 2, Survey No. 4471
 Copper King No. 5, Survey No. 4471
 Good Hope No. 3, Survey No. 3647-A
 Good Hope No. 4, Survey No. 3647-A
 Good Hope No. 5, Survey No. 3647-A
 Good Hope No. 6, Survey No. 3647-A
 Good Hope No. 7, Survey No. 3647-A
 Good Hope Mill Site

TOGETHER WITH all appurtenances and improvements owned by
 Lessor and all water rights, rights of way and easements appurtenant
 as now owned by Nevada King Copper Co.,
 thereto, Lessor guaranteeing right of access by road or easement
 over adjacent property.

TO HAVE AND TO HOLD unto the said Lessee for the term of
 FIVE (5) years commencing October 1, 1966, and
 ending October 1, 1971, and Lessee will keep in-
 violate this Lease from the date hereof.

And the Lessee covenants with the Lessor as follows, to-wit:

To enter upon said mine or premises and work the same in
 manner necessary to good and economical mining, so as to properly
 conduct all mining operations in a first-class mining manner, with
 due regard to the safety, development and preservation of the said
 premises as a workable mine;

Lessee will promptly pay for all of its bills, debts, labor
 and other charges, and Lessee will at all times cover itself and
 all of its employees with Workmen's Compensation Insurance to be
 issued by Nevada Industrial Commission.

Lessee will comply with all of the mining rules, require-
 ments and orders of the State of Nevada Mining Inspector.

Lessee will comply with all of the laws and mining laws of
 the State of Nevada and the United States of America which pertain
 or relate to all phases of mining and the mining industry, and
 Lessee will promptly pay all social security taxes and unemployment
 taxes for every employee of Lessee.

To work and mine said premises as aforesaid steadily and

1 continuously from the date of this lease; and that failure to work
 2 said premises with at least 50 shifts (8 hours each) of labor each
 3 month, with two persons employed underground for the space of
 4 fifteen (15) consecutive days may by the Lessor be considered a
 5 violation of this covenant; and thereupon Lessor, at its option and
 6 election, may terminate and cancel this agreement with or without
 7 ten days notice of termination and cancellation of this agreement.

8 To sufficiently timber said mine and to repair all old
 9 timbering wherever necessary.

10 To allow the Lessor and Lessor's agent to enter into all
 11 parts of said mine to inspect it; such to be done at any time and
 12 Lessor may sample any showings of ore or rock at any time or place
 13 without molestation.

14 Not to assign this lease, or any interest thereunder, and
 15 not to sublet said premises or any part thereof, without the
 16 written consent of the Lessor, and not to allow any other person to
 17 take possession of said premises or any part thereof under any
 18 pretense whatever; it being expressly reserved and stipulated that
 19 Lessor may cancel and terminate this lease agreement if Lessee
 20 violates any of his covenants herein contained.

21 To occupy and hold all cross or parallel lodes, dips, spurs,
 22 feeders, crevices, or mineral deposits of any kind which may be
 23 discovered in working under this lease, or in any tunnel run to
 24 interest said lodes or veins, or by the Lessee or any person or
 25 persons under Lessee in any manner at any point within six hundred
 26 feet of the center line of said lode, as the property of said
 27 Lessor; with privilege to the Lessee of working the same as an
 28 appurtenance of said premises, during the term of this lease; and
 29 not to locate or record the same, or allow the same to be located
 30 or recorded, except in the name of the Lessor; and Lessee will
 31 post, and at all times thereafter will keep posted, two notices of
 32 non-responsibility in two separate and conspicuous public places

1 on said premises, said two notices of nonresponsibility to be
2 signed and furnished by Lessor.

3 To keep at all times the drifts, shafts, tunnels, and other
4 passages and workings of said premises thoroughly drained and clear
5 of loose rock and rubbish of all kinds; to maintain all underground
6 workings in first-class shape, and suitable for Lessee's mining
7 operations, free and clear of wash and rubbish.

8 Lessee shall cause the purchaser of any ore, metals,
9 minerals and/or products mined, produced and sold from the premises
10 of said demise mining claims, to promptly pay direct to Lessor a
11 ten percentum royalty upon and of the gross value of all shipments
12 of all ores, minerals, metals and products produced and sold by
13 Lessee from said premises, and Lessee hereby guarantees that each
14 purchaser of any ore mined and produced from said premises, will
15 promptly pay to Lessor the said ten percentum royalty of the gross
16 value paid for each shipment of ore.

17 To deliver up to the Lessor the premises, with the appurte-
18 nances and all improvements thereon, in good order and condition,
19 with all shafts and tunnels and other passages thoroughly clear of
20 rubbish and drained, and the mine in all points ready for immediate
21 continued working (accidents not arising from negligence alone
22 excusing) without demand or farther notice, on the expiration of
23 this Lease as hereinabove provided, or at any time previous upon
24 demand for forfeiture;

25 Lessee will furnish to Lessor promptly on the last day of
26 each week, a full report of all work, development and exploration
27 done and performed by Lessee during each calendar week, including
28 the number of tons and grade of ore shipped from said premises.

29 And upon violation by the Lessee, or any other person under
30 it, of any covenant herein reserved, the term of this Lease shall,
31 at the option of the Lessor, expire and the Lease and premises with
32 the appurtenances shall become forfeited to the Lessor and the

Lessor or Lessor's agent may, after demand of possession, freely and openly enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, or at the option of the Lessor, or in any other manner.

Lessee promises, guarantees and agrees that beginning with the calendar month of November, 1966, the guaranteed minimum royalty to be paid to Lessor hereunder shall be at least ONE THOUSAND DOLLARS (\$1,000.00) per month for said calendar month of November, 1966, and \$1,000.00 each successive calendar month thereafter during the life of this Lease.

This Lease shall be binding upon and enure to the benefit of the heirs, executors, administrators, and assigns of the respective parties. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

NEVADA KING COPPER CO.,

By [Signature]
President
Lessor

NATION WIDE OIL CO.,

By [Signature]
President
Lessee

Copies of all maps, reports, assays and data regarding ore, geology, etc. on said mining property accumulated and/or acquired by Nation Wide Oil Co., during the term of aforesaid mining lease shall be delivered to Nevada King Copper Co. upon termination of this lease for any reason whatsoever.

EXECUTED this 30th day of September, 1966.

NATION WIDE OIL CO.

NEVADA KING COPPER CO.

By [Signature]
President

By [Signature]
President

STATE OF NEVADA }
COUNTY OF WASHOE } ss.

On this 30th day of September, 1966, personally appeared before me, a Notary Public in and for the County of Washoe, State of Nevada, H. B. CHESMAN, known to me to be the President of the corporation 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 the corporation and that the seal affixed to said instrument is the corporate seal of the corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature; and that the said corporation executed the said instrument 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 at my office in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

 ANNE L. CHADEK
Notary Public — State of Nevada
Washoe County
My Commission Expires Dec. 8, 1966

Anne L. Chadek
Notary Public

STATE OF NEVADA }
COUNTY OF WASHOE } ss.

On this 30th day of September, 1966, personally appeared before me, a Notary Public in and for the County of Washoe, State of Nevada, HOWARD LANG, known to me to be the President of the corporation 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 the corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature; and that the said corporation executed the said instrument 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 at my office in the County of Washoe, State of Nevada, the day and year in this certificate first above written.

 ANNE L. CHADEK
Notary Public — State of Nevada
Washoe County
My Commission Expires Dec. 8, 1966

Anne L. Chadek
Notary Public

File No. 12942
RECORDED AT THE REQUEST OF
Robert E. Berry
October 27 A. D. 1966
at 32 minutes past 11 A. M.
in Book 13 of OFFICIAL RECORDS
Page 19-24 Records of
LEWIS COUNTY, NEVADA
Willie O. Berry
Recorder
Fee \$ 6.35

ROBERT E. BERRY
ATTORNEY AT LAW
320 FLINT STREET
RENO, NEVADA