

File No. 42942MINER LEASE

1
2 THIS AGREEMENT AND INSTRUMENT made the 30 day of
3 September, 1966, between NEVADA KING COPPER CO., a Nevada
4 Corporation, with an office at 320 West Liberty Street, Reno,
5 Nevada, hereinafter known and referred to as the Lessor, and
6 NATION WIDE OIL CO., a Nevada Corporation, hereinafter known and
7 referred to as Lessee.

WITNESSETH:

9 WHEREAS a Lease was granted to RALPH HOWARDS by the
10 above named Lessor, on the Copper King #1, #2 and #3 patented
11 mining claims, on June 15, 1966; and

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

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

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

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

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

1 Patented Lode Mining Claims

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

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

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

20 And the Lessee covenants with the Lessor as follows, to wit:
 21 To enter upon said mine or premises and work the same in
 22 manner necessary to good and economical mining, so as to properly
 23 conduct all mining operations in a first-class mining manner, with
 24 due regard to the safety, development and preservation of the said
 25 premises as a workable mine;

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

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

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

37 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 Lessee'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 crevices or parallel ledges, dips, spurs,
22 feeders, crevices, or mineral deposits of any kind which may be
23 discovered in working under this Lease, or in any travel run to
24 interest said ledges 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 ledge, 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 Lessor's mining
7 operations, free and clear of waste 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 demised 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 further 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 Lessor and premises with
32 the appurtenances shall become forfeited to the Lessor and the

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

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

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

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

18 NEVADA KING COPPER CO.,
 19
 20 By J.P. Bader President
 21
 22 NATION WIDE OIL CO.,
 23
 24 By Howard S. Berry President
 25
 26 Copies of all maps, reports, assays and data regarding ore, geology,
 27 etc. on said mining property accumulated and/or acquired by Nation Wide Oil Co.,
 28 during the term of aforesaid mining lease shall be delivered to Nevada King
 29 Copper Co. upon termination of this lease for any reason whatsoever.
 30 EXECUTED this 30th day of September, 1966.

31 NATION WIDE OIL CO.,
 32 By Howard S. Berry President

NEVADA KING COPPER CO.,
 By J.P. Bader President

1 STATE OF NEVADA }
2 COUNTY OF WASHOE }

3 On this 30th day of September, 1966, personally
 4 appeared before me, a Notary Public in and for the County of Washoe,
 5 State of Nevada, H. B. CHISSEK, known to me to be the President of
 6 the corporation that executed the foregoing instrument, and upon
 7 oath, did depose that he is the officer of said corporation as above
 8 designated; that he is acquainted with the seal of the corporation
 9 and that the seal affixed to said instrument is the corporate seal
 10 of the corporation; that the signature to said instrument was made
 11 by the officer of said corporation as indicated after said
 12 signature; and that the said corporation executed the said instru-
 13 ment freely and voluntarily and for the uses and purposes therein
 14 mentioned.

15 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
 16 my official seal at my office in the County of Washoe, State of
 17 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

June L. Chadek
Notary Public

18 STATE OF NEVADA }
19 COUNTY OF WASHOE }

ss.

20 On this 30th day of September, 1966, personally
 21 appeared before me, a Notary Public in and for the County of Washoe,
 22 State of Nevada, HOWARD LANG, known to me to be the President of
 23 the corporation that executed the foregoing instrument, and upon
 24 oath, did depose that he is the officer of said corporation as
 25 above designated; that he is acquainted with the seal of said
 26 corporation and that the seal affixed to said instrument is the
 27 corporate seal of the corporation; that the signature to said
 28 instrument was made by the officer of said corporation as indicated
 29 after said signature; and that the said corporation executed the
 30 said instrument freely and voluntarily and for the uses and
 31 purposes therein mentioned.

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 33 my official seal at my office in the County of Washoe, State of
 34 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

June L. Chadek
Notary Public

File No. 124742

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 Record of

EUREKA COUNTY, NEVADA

Hillis O. Morris

Recorder

Fees \$ 6.35