

MINING AGREEMENT CONTRACT

This Mining Agreement made and entered into this 23rd day of March, 1968, by and between the Temple Mountain Uranium Company, a Utah Corporation, and the Hidden Splendor Mining Company, a Utah Corporation, the Temple Mountain Uranium Corporation is hereinafter designated as Lessees and the Hidden Splendor Mining Company is hereinafter designated as Lessors.

WITNESSETH:

That the said Lessors, for and in consideration of the sum of One Hundred Dollars (\$100.00) in hand paid by Lessees to Lessors, the receipt of which is hereby acknowledged, and in further consideration of Royalties, rentals, covenants and agreements, hereinafter reserved and/or by said Lessee to be paid, kept and performed do hereby lease, demise and let unto the said Lessee a full and undivided interest in all contracts held by the Lessors, said mining contracts situated in the Lynn Creek Mining District, State of Nevada, more specifically those lands lying in Section 18, 35 North, Range 51 East, Mt. Diablo Meridian and those lands held under contract by said Lessors in the Ferber Mining District, State of Nevada, more specifically described as being in Township 27 North, Range 70 East, Mt. Diablo Meridian and for further reference are herein described as contracts A, B, C, D, E and F.

Contract "A":

This contract is made by and between the Hidden Splendor Mining Company and Mr. and Mrs. Robert Mee, dated February 26, 1968 and providing therein certain commitments as to the Golden Boy Mining claims to be executed and performed by the said Lessors, all commitments, covenants and agreements are hereby assumed by the said Lessees, said contract is appended hereto and made a part hereof, and marked Exhibit A.

Contract "B":

This contract is dated March 7, 1968 by and between John C. Kirkham and his wife and providing therein certain commitments as to the K and C Mining claims to be executed and performed by the Hidden Splendor Mining Company, all commitments, covenants and agreements are hereby assumed by the said Lessees, said contract is appended hereto and made a part hereof, and marked Exhibit B.

Contract "C":

This contract and assignment is dated July 1, 1967 and the assignment is dated July 12, 1967, properties are known as the Charleston, U.S. Number 45, Patented; Covelette, U.S. Number 4328, Patented; Eva May, U.S. Number 44, Patented; Isaac Newton, U.S. Number 44, Patented.

Said contract providing therein certain commitments to be performed by the Hidden Splendor Mining Company; all commitments, covenants, and agreements are hereby assumed by the said Lessees, said contract and assignment is appended hereto and made a part hereof and is marked Exhibit C.

Contract "D":

This contract is dated August 15, 1967 by and between Evelyn P. Boyce and Lois R. Connell of San Francisco, California, which was assigned to the Hidden Splendor Mining Company, said contract providing therein certain commitments, covenants and agreements, all such commitments, covenants and agreements are hereby assumed by the said Lessees, said contract and assignment are made a part hereof and marked Exhibit D.

Contract "E":

This contract is dated December 13, 1967 by and between the

Hidden Splendor Mining Company and the Messrs. William B. Codling, Earnest L. Snider, Roberta A. Glenney, Robert Mee, C.G. Snider, Howard S. Litchfield, Joseph T. Litchfield and D.W. Proctor, all of Salt Lake City, Utah; said contract was assigned to Hidden Splendor Mining Company by Tom P. Costas, which contract provided for certain commitments, covenants and agreements to be performed by the Hidden Splendor Mining Company, said commitments, covenants and agreements are hereby assumed by the said Lessees and said contract and assignment is made a part hereof and marked Exhibit E.

Contract "F":

Quit claims F. This quit claim is for 21/80's interest into the Red Cloud Patented Mining Claim survey Number 40, and patented Number 18461, as well as 15/80's interest in the Big Chief Patented Mining Claim Survey Number 39, Patented Number 17967 inclusive of a quit claim deed showing a 3 100/60's interest in the patented mining claim survey, number 40, patented number 18461, in the said Ferber Mining District, Elko County, State of Nevada, this said document namely lease and option includes the above stated quit claim deed interests. To have and to hold unto the said Lessee alone for a period not to exceed ten (10) years, as may be necessary to pay the purchase price in the manner that is hereinafter provided, unless this Mining Agreement Contract is sooner forfeited or terminated as herein provided.

And in consideration of said demise and transfer of interest, the said Lessee does covenant and agree with the Lessors as follows:

1. To pay to said Lessors at Lessor's place of business in Salt Lake City, Utah, royalties and rentals, as hereinafter specified, during effective term of this agreement until the option price of the properties as set forth in Section 12 of this agreement shall have been paid. All rentals, royalties and payments of any nature whatsoever, made by Lessee to Lessors under this agreement, shall apply and be credited to the option price herein set forth.

2. To take possession of said mining claims and perform the annual assessment work required by law on the unpatented claims described herein and on any patented claims, to do geochemical work and drill at least three (3) holes, one hundred (100) feet deep, each year on each property, and to furnish to the Lessors information thereon with the results thereof; and, to timely file for and obtain proper exemption from taxes, otherwise resulting possibly, on unpatented mining claims where \$100.00 or more work is done on any claim in the fiscal year, or to furnish Lessors in ample time to file, giving the amount and nature of work done, in affidavit or other required form as will satisfy the statutory requirements.

3. To keep proper books of accounting showing the amounts of gold, or other minerals or metals produced and sold from the said mining properties and, if possible, to deliver duplicate reports and statements of said sales to the Lessors at their place of business within reasonable time after consummation of sale. If products sold are commingled with ores or bullion or concentrate from other sources, Lessee should notify Lessors of any such commingling and, shall indicate to buyer or smelter or mill or other purchaser, the nature of and extent of Lessor's interest therein, so that it may not be impressed with liens or claims of other shippers; and Lessee shall from time to time, provide Lessors with such proper assay reports and weight certificates as will establish the value of the mineral products that are extracted, processed, and sold from the leased premises.

4. To, during the term of this agreement and in periods when men are employed by Lessee, at Lessee's own risk and expense, carry adequate Workmen's Compensation Insurance, and to at all times keep Lessors and Lessor's title to the leased premises free and harmless from any and all damages for accident to or injuries incurred by any person or persons upon, in, or about the premises, excepting the Lessors and those working directly under the Lessors, 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, and 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 its property.

6. Said Lessors or its agent may, from time to time, in company with Lessee or its agent, enter upon the 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 Lessors; and said Lessee shall respect and see that notices of "non-liability" posted by Lessors at working points are kept in good condition, and notify Lessors if same be damaged or destroyed by the elements, vandals, accidents, or any other like or unlike means.

7. Lessee shall keep and preserve reasonable records and maps to reflect the progress and results of work undertaken, and shall allow Lessors to inspect such records at reasonable times, and upon termination of this agreement and the request of Lessors, deliver duplicate copies of such records to said Lessors. However, Lessee shall not be obligated to interpret such records.

8. Said Lessee shall pay all taxes assessed by reason of the mining operations upon said premises, excepting so-called bullion tax upon the proportionate part royalty of the Lessors.

9. In the event Lessee shall fail to make any payment of royalty or rental or any other payment herein provided, 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 Lessors may give to said Lessee a notice in writing of such default, and if such default is not corrected within thirty (30) days after the giving of such notice, this lease shall terminate and become forfeited. It is specifically understood and agreed that subject to the obligation of the Lessee to pay rents and royalties with relation to the sale of ores and minerals extracted from the mining claims or the concentrates produced therefrom to the date of such

termination, and subject to Lessee's obligations to Lessors under Paragraphs 3 and 4 hereof, the sole liability of Lessee for any default under the terms of this mining lease shall be the loss of the rights granted to them hereby in and to the mining claims with relation to which the default occurred; and Lessee shall, under no circumstances have any liability to Lessors by way of damages, or otherwise.

10. To pay to said Lessors at their place of business in Salt Lake City, Utah, One Hundred (\$100.00) dollars per month, and, the following royalties on all mineral products extracted and sold from the premises, during the life of this lease until the option price for the property, as defined in Paragraph 12 below, shall have been paid, to-wit:

Six and one half percent ($6\frac{1}{2}\%$) of net smelter or mill returns. "Net smelter or mill returns" as hereinabove mentioned is defined as the gross proceeds of the ore, bullion, precipitate or concentrate sold, less the 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. Charges from the mine or mill to the railroad are included under "transportation charges" and as far as practicable such charges should be jointly approved by the parties in advance of payment calculation according to the formula above.

11. Royalty payments from the sale of mineral products shall be made directly to the Lessors by the buyer of ores, in accord with the buyer's established custom, provided such payment is conveniently possible for Lessee.

12. Upon demand of said Lessee, said Lessors agree to execute a quit claim deed to their interest in the above described mining claims encompassed herein, providing from conveyance of property to Lessee, and Lessors shall provide for and deposit such deed with a bank, Trust company or Escrow service, mutually satisfactory to both Lessors and Lessee, accompanied with Escrow instructions to deliver said deed to Lessee upon satisfactory proof of

the payment of nine hundred ten thousand dollars (\$910,000) in rental, royalty, or in any other manner, as the agreed option price of the above described property of the Lessors, and with further instructions to return said deed to the Lessors 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 Lessors and Lessee.

13. Upon any termination of this agreement, by default or otherwise, said Lessee shall surrender to said Lessors the said properties, but any machinery, tools, equipment or buildings thereon placed by the Lessee or its agents, shall belong to Lessee and it or its agents shall be allowed to remove same within a reasonable time after date of termination, not to exceed twelve (12) months. And, upon forfeiture, surrender, or other termination of the Lease, Lessee shall upon request of Lessors, make and record a release of same, and at his (Lessee) expense provide for recording of same.

14. Lessee shall have the right and option to terminate this agreement at any time upon thirty (30) days written notice to the Lessors.

15. All covenants and conditions contained herein, expressly or impliedly, shall extend to the successors, personal representative, heirs, executors and assigns to the parties hereto.

16. Lessees hereby agree to pay all of the back payments on the Ferber Mining District contracts as well as to pay any and all existing obligations that are or may be regarded as liabilities to the Hidden Splendor Mining Company.

17. That the Temple Mountain Uranium Mining Company herein defined as Lessee shall at some future date endeavor to enter into a statutory merger, said merger and legal commitments shall be at the expense of the said Lessee. Said merger shall only be executed provided that the said Hidden Splendor Mining Company meets all the necessary requirements as stipulated in the statutory provisions of the State of Utah; but no such merger

shall be mandatory where the interests of the Temple Mountain Uranium Company's stockholders may in any way be jeopardized.

18. The Lessee or Temple Mountain Uranium Company shall immediately proceed to rectify all land contracts herein shown as Exhibit A, B, C, D, E and F of which said exhibits are made a part of and attached hereto.

IN WITNESS WHEREOF, the parties have set their hands this 23rd day of March, 19 68 at Salt Lake City, Utah.

Hidden Splendor Mining Company
Lessors,

By Oliver K. Aagaard
Its President and approved
by the Board of Directors
under date of 3-23- 1968

By Earl R. Jensen
Its Secretary and approved
by the Board of Directors
under date of 3/23/68 1968

Temple Mountain Uranium Company
Lessees,

By Tom P. Cestas
President
Approved by the Board of
Directors under date of
May 23rd 1968.

SEAL
Affixed

STATE OF UTAH)
County of Salt Lake) ss.

On this the 23 day of March, 1968 personally appeared before me, a Notary Public commissioned by the State of Utah and residing in Salt Lake County, Mr. Elmer Hagard known to me to be the person who executed the foregoing instrument, who did under oath, acknowledge to me that he is President of The Hidden Splendor ^{Inc. Co.}, the Lessor therein, and that he did execute the foregoing instrument freely and voluntarily as the act of, and under proper authority of said Corporation, for the uses and purposes indicated in the instrument.



Sam J. Christensen
Notary Public

My commission expires:

1-30-71

STATE OF UTAH)
County of Salt Lake) ss.

On this the 23rd day of March, 1968 personally appeared before me, a Notary Public commissioned by the State of Utah and residing in Salt Lake County, Mr. Sam A. Castos, known to me to be the person who executed the foregoing instrument, who did under oath, acknowledge to me that he is President of The Temple Mtn. Uranium Co., the Lessee therein, and that he did execute the foregoing instrument freely and voluntarily as the act of, and under proper authority of said Corporation, for the uses and purposes indicated in the instrument.



Sam J. Christensen
Notary Public

My commission expires:

1-30-71

MINING LEASE & PURCHASE OPTION

This Lease & Purchase Option agreement made and entered into this 26th day of February, 1968, by and between ROBERT B. MEE & HARRIETT MEE, his wife, of Salt Lake City, Utah, hereinafter designated as Lessors; and, HIDDEN SPLENDOR MINING COMPANY, a Utah corporation, hereinafter designated as Lessee,

WITNESSETH:

That the said Lessors, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by Lessee to Lessors, the receipt of which is hereby acknowledged, and in further consideration of royalties, rentals, covenants and agreements hereinafter reserved and/or by said Lessee to be paid, kept, and performed, do hereby lease, demise, and let to the said Lessee a full and undivided SIXTY SEVEN PERCENT (67%) ^{MINOR INTEREST LPM} interest in and to the following described property and mining claims situated and lying in the LYNN CREEK MINING DISTRICT, EUREKA COUNTY, STATE OF NEVADA, to-wit:

"GOLDEN BOY" mining claims numbered one (1) through eighteen (18) inclusive, as particularly described in the Mining Records of the County Recorder of the County of Eureka, Nevada in Book No. 2, Pages 120 through 137 inclusive.

To have and to hold unto the said Lessee alone for a period not to exceed five (5) years, as may be necessary to pay the purchase price in the manner that is hereinafter provided, unless this lease and option is sooner forfeited or terminated as herein provided.

And in consideration of said demise and transfer of interest, the said Lessee does covenant and agree with the Lessors as follows:

1. To pay to said Lessors at Lessor's place of business in Salt Lake City, Utah, royalties and rentals, as hereinafter specified, during effective term of this agreement until the option price of the property as set forth in Section 12 of this agreement shall have been paid. All rentals, royalties and payments of any nature whatsoever, made by Lessee to Lessors under this agreement, shall apply and be credited to the option price herein set forth.

2. To take possession of said mining claims and perform the annual assessment work required by law on the unpatented claims described herein and on any patented claims, to do geo-chemical work and drill at least three holes, two hundred feet deep, each year, and to furnish to the Lessors information thereon with the results thereof; and, to timely file for and obtain Nevada exemption from taxes, otherwise possibly resulting, on unpatented mining claims where (continued on Page Two hereof)

\$100 or more work is done on any claim in the fiscal year, or to furnish Lessors in ample time to file, giving the amount and nature of work done, in affidavit or other required form as will satisfy the statutory requirements.

3. To keep proper books of accounting showing the amounts of gold, or other minerals or metals produced and sold from the said mining properties and, if possible, to deliver duplicate reports and statements of said sales to the Lessors at their place of business within reasonable time after consummation of sale. If products sold are commingled with ores or bullion or concentrate from other sources, Lessee shall notify Lessors of any such commingling and, shall indicate to buyer or smelter or mill or other purchaser, the nature of and extent of Lessor's interest therein, so that it may not be impressed with liens or claims of other shippers; and Lessee shall from time to time, provide Lessors with such proper assay reports and weight certificates as will establish the value of the mineral products that are extracted, processed, and sold from the leased premises.

4. To, during the term of this agreement and in periods when men are employed by Lessee, at Lessee's own risk and expense, carry adequate Workmen's Compensation Insurance, and to at all times keep Lessors and Lessor's title to the leased premises 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 the Lessors and those working directly under the Lessors, 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 its property.

6. Said Lessors or its agent may, from time to time, in company with Lessee or its agent, enter upon the 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 Lessors; and said Lessee shall respect and see that notices of "non-liability" posted by Lessors at working points are kept in good condition, and notify Lessors if same be damaged or destroyed by the elements, vandals, accidents, or any other like or unlike means.

7. Lessee shall keep and preserve reasonable records and maps to reflect the

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progress and results of work undertaken, and shall allow Lessors to inspect such records at reasonable times, and upon termination of this agreement and the request of Lessors, deliver duplicate copies of such records to said Lessors. However, Lessee shall not be obligated to interpret such records.

8. Said Lessee shall pay and all taxes assessed by reason of the mining operations upon said premises, excepting so-called bullion tax upon the proportionate part royalty of the Lessors.

9. In the event Lessee shall fail to make any payment of royalty or rental or any other payment herein provided, 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 Lessors may give to said Lessee a notice in writing of such default, and if such default is not corrected within thirty (30) days after the giving of such notice, this lease shall terminate and become forfeited. It is specifically understood and agreed that subject to the obligation of the Lessee to pay rents and royalties with relation to the sale of ores and minerals extracted from the mining claims or the concentrates produced therefrom to the date of such termination, and subject to Lessee's obligations to Lessors under paragraphs 3 and 4 hereof, the sole liability of Lessee for any default under the terms of this mining lease shall be the loss of the rights granted to them hereby in and to the mining claims with relation to which the default occurred; and Lessee shall, under no circumstances, have any liability to Lessors by way of damages, or otherwise.

10. To pay to said Lessors at their place of business at Salt Lake City, Utah ONE HUNDRED AND TWENTY FIVE DOLLARS (\$125.00) per month, and, the following royalties on all mineral products extracted and sold from the premises, during the life of this lease until the option price for the property, as defined in paragraph 12 below, shall have been paid, to-wit:

Six and one-half percent ($6\frac{1}{2}\%$) of net smelter or mill returns.

"Net smelter or mill returns" as hereinabove mentioned is defined as the gross proceeds of the ore, bullion, precipitate or concentrate sold, less the 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. Charges from the mine or mill to the railroad are included under "transportation charges" and as far as practicable such charges should be

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jointly approved by the parties in advance of payment calculation according to the formula above.

11. Royalty payments from the sale of mineral products shall be made directly to the Lessors by the buyer of ores, in accord with the buyer's established custom, provided such payment is conveniently possible for Lessee.

12. Upon demand of said Lessee, said Lessors agree to execute a quit-claim deed to their interest in the above described mining claims encompassed herein, providing for conveyance of property to Lessee, and Lessors shall provide for and deposit such deed with a bank, trust company or escrow service, mutually satisfactory to both Lessors and Lessee, accompanied with escrow instructions to deliver said deed to Lessee upon satisfactory proof of the payment of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) in rental, royalty, or in any other manner, as the agreed option price of the above-described property of the Lessors, and with further instructions to return said deed to the Lessors 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 Lessors and Lessee.

13. Upon any termination of this agreement, by default or otherwise, said Lessee shall surrender to said Lessors the said properties, but any machinery, tools, equipment or buildings thereon placed by the Lessee or its agents, shall belong to Lessee and it or its agents shall be allowed to remove same within a reasonable time after date of termination, not to exceed 12 months. And, upon forfeiture, surrender, or other termination of the Lease, Lessee shall upon request of Lessors, make and record a release of same, and at his (Lessee) expense provide for recording of same.

14. Lessee shall have the right and option to terminate this Agreement at any time upon fifteen (15) days written notice to the Lessors.

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

IN WITNESS WHEREOF, the parties have set their hands this 26th day of

February, 1968 at Salt Lake City, Utah.

LESSORS:

Robert B. Mee
Robert B. Mee, and

Harriett Mee
Harriett Mee, his wife.

LESSEE

HIDDEN SPLENDOR MINING COMPANY,
a Utah corporation

By Elmer Aagard
Elmer Aagard, President.

Attest: Jana R. [Signature] (Seal)
Secretary

Rm

Page Five

STATE OF UTAH)
 ss.
County of Salt Lake)

On this the ____ day of _____, 1968 personally appeared before me, a Notary Public commissioned by the state of Utah and residing in Salt Lake County, ELMER AAGARD, known to me to be the person who executed the foregoing instrument, who did under oath, acknowledge to me that he is President of Hidden Splendor Mining Company, the Lessee therein, and that he did execute the foregoing instrument freely and voluntarily as the act of, and under proper authority of said corporation, for the uses and purposes indicated in the instrument.

Notary Public

My commission expires:

STATE OF UTAH)
 ss.
County of Salt Lake)

On this 26th day of February, 1968 personally appeared before me, a Notary Public for the state of Utah, and for Salt Lake County, Robert B. Mee, and Harriett Mee, his wife, personally known to me to be the same, who did under oath duly given, acknowledge to me that he and she did freely and voluntarily execute the foregoing instrument for the uses and purposes indicated therein.

Melvin E. Leslie
Notary Public

My commission expires:

September 13, 1969

R.P.M. ©

EXHIBIT "B"

"Contract B"
Exhibit A

BOOK 24 PAGE 359

MINING LEASE & PURCHASE OPTION

This Lease & Purchase Option agreement made and entered into this 17th day of March, 1968 by and between JOHN C. KIRKHAM and KIRKHAM, his wife, of Salt Lake City, Utah, hereinafter designated as Lessors; and, HIDDEN SPLENDOR MINING COMPANY, a Utah corporation, hereinafter designated as Lessee,

WITNESSETH:

That the said Lessors, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by Lessee to Lessors, the receipt of which is hereby acknowledged, and in further consideration of royalties, rentals, covenants and agreements hereinafter reserved and/or by said Lessee to be paid, kept, and performed, do hereby lease, demise, and let to the said Lessee a full and undivided interest in and to the following described property and mining claims situated and lying in the FERBER MINING DISTRICT, ELKO COUNTY, STATE OF NEVADA, to-wit:

"K and C" mining claims numbered one (1) through thirty-six (36) inclusive, in Section 17, Township 27 North, Range 70 East, MDM, as recorded in the mining records (Books 90 and 92) of the County Recorder of the County of Elko, State of Nevada.

To have and to hold unto the said Lessee alone for a period not to exceed three (3) years, as may be necessary to pay the purchase price in the manner that is hereinafter provided, unless this lease and option is sooner forfeited or terminated as herein provided.

And in consideration of said demise and transfer of interest, the said Lessee does covenant and agree with the Lessors as follows:

1. To pay to said Lessors at Lessor's place of business in Salt Lake City, Utah, royalties and rentals, as hereinafter specified, during effective term of this agreement until the option price of the property as set forth in Section 12 of this agreement shall have been paid. All rentals, royalties and payments of any nature whatsoever, made by Lessee to Lessors under this agreement, shall apply and be credited to the option price herein set forth.
2. To take possession of said mining claims and perform the annual assessment work required by law on the unpatented claims described herein and on any patented claims, to do geo-chemical work and drill at least three holes, 200 feet deep, each year, and to furnish to the Lessors information thereon with the results thereof; and, to timely file for and obtain Nevada exemption from taxes, otherwise possibly resulting, on unpatented mining claims where \$100 or more work is done

on any claim in the fiscal year, or to furnish Lessors in ample time to file, giving the amount and nature of work done, in affidavit or other required form as will satisfy the statutory requirements.

3. To keep proper books of accounting showing the amounts of gold, or other minerals or metals produced and sold from the said mining properties and, if possible, to deliver duplicate reports and statements of said sales to the Lessors at their place of business within reasonable time after consummation of sale. If products sold are commingled with ores or bullion or concentrate from other sources, Lessee shall notify Lessors of any such commingling and, shall indicate to buyer or smelter or mill or other purchaser, the nature of and extent of Lessor's interest therein, so that it may not be impressed with liens or claims of other shippers; and Lessee shall from time to time, provide Lessors with such proper assay reports and weight certificates as will establish the value of the mineral products that are extracted, processed, and sold from the leased premises.

4. To, during the term of this agreement and in periods when men are employed by Lessee, at Lessee's own risk and expense, carry adequate Workmen's Compensation Insurance, and to at all times keep Lessors and Lessors' title to the leased premises 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 the Lessors and those working directly under the Lessors, 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 Lessors or their property.

6. Said Lessors or its agent may, from time to time, in company with Lessee or its agent, enter upon the 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 Lessors; and said Lessee shall respect and see that notices of "non-liability" posted by Lessors at working points are kept in good condition, and notify Lessors if same be damaged or destroyed by the elements, vandals, accidents, or any other like or unlike means.

7. Lessee shall keep and preserve reasonable records and maps to reflect the

progress and results of work undertaken, and shall allow Lessors to inspect such records at reasonable times, and upon termination of this agreement and the request of Lessors, deliver duplicate copies of such records to said Lessors. However, Lessee shall not be obligated to interpret such records.

8. Said Lessee shall pay any and all taxes assessed by reason of the mining operations upon said premises, excepting so-called bullion tax upon the proportionate part royalty of the Lessors.

9. In the event Lessee shall fail to make any payment of royalty or rental or any other payment herein provided, 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 Lessors may give to said Lessee a notice in writing of such default, and if such default is not corrected within thirty (30) days after the giving of such notice, this lease shall terminate and become forfeited. It is specifically understood and agreed that subject to the obligation of the Lessee to pay rents and royalties with relation to the sale of ores and minerals extracted from the mining claims or the concentrates produced therefrom to the date of such termination, and subject to Lessee's obligations to Lessors under paragraphs 3 and 4 hereof, the sole liability of Lessee for any default under the terms of this mining lease shall be the loss of the rights granted to them hereby in and to the mining claims with relation to which the default occurred; and Lessee shall, under no circumstances, have any liability to Lessors by way of damages, or otherwise.

10. To pay to said Lessors at their place of business at Salt Lake City, Utah ONE HUNDRED (\$100.00) DOLLARS per month, and the following royalties on all mineral products extracted and sold from the premises, during the life of this lease until the option price for the property, as defined in paragraph 12 below, shall have been paid, to-wit:

Six and one-half ($6\frac{1}{2}$) percent of net smelter or mill returns. "Net smelter or mill returns" as hereinabove mentioned is defined as the gross proceeds of the ore, bullion, precipitate or concentrate sold, less the 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. Charges from the mine or mill to the railroad are included under "transportation charges" and as far as practicable such charges should be

jointly approved by the parties in advance of payment calculation according to the formula above.

11. Royalty payments from the sale of minerals products shall be made directly to the Lessors by the buyer of ores, in accord with the buyer's established custom, provided such payment is conveniently possible for Lessee.

12. Upon demand of said Lessee, said Lessors agree to execute a quit-claim deed to their interest in the above-described property and mining claims, to provide for conveyance of property to Lessee, and Lessors shall provide for and deposit such deed with a bank, trust company or escrow service, mutually satisfactory to both Lessors and Lessee, accompanied with escrow instructions to deliver said deed to Lessee upon satisfactory proof of the payment of ~~ONE TWO~~ ^{\$200,000.00} HUNDRED THOUSAND (~~\$100,000.00~~) DOLLARS in rental, royalty, or in any other ~~ONE TWO~~ ^{ONE TWO} manner, as the agreed option price of the above-described property of the Lessors, and with further instructions to return said deed to the Lessors upon satisfactory evidence of Lessee's failure to comply with terms of this agreement. Cost of said escrow shall be borne equally by the Lessors and the Lessee.

13. Upon any termination of this agreement, by default or otherwise, said Lessee shall surrender to said Lessors the said properties, but any machinery, tools, equipment or buildings thereon placed by the Lessee or its agents, shall belong to Lessee and it or its agents shall be allowed to remove same within a reasonable time after date of termination, not to exceed 12 months. And, upon forfeiture, surrender, or other termination of the Lease, Lessee shall upon Lessors request, make and record a release of same at his own expense (Lessee's).

14. Lessee shall have the right and option to terminate this Agreement at any time upon fifteen (15) days written notice to the Lessors.

15. All covenants and conditions contained herein, expressly or impliedly, shall extend to the successors, personal representatives, heirs, executors and assigns of the parties hereto: IN WITNESS WHEREOF, the parties hereto have set their hands this 24th day of March, 1968 at Salt Lake City, Utah.

LESSORS:

John C. Kirkham

-and-

Elizabeth L. Kirkham
his wife.

LESSEE:

HIDDEN SPLENDOR MINING COMPANY,
a Utah corporation

By Elmer Aagard

Elmer Aagard, President

Attest: Edna R. [Signature]

Secretary

(seal)

STATE OF UTAH)
 ss.
County of Salt Lake)


On this the day of , 1968 personally appeared before me,
a Notary Public for Salt Lake County, Utah, ELMER AAGARD, known to me to be
the same, who did, under oath, acknowledge to me that he is President of Hidden
Splendor Mining Company, the named Lessee therein, and that he did execute the
foregoing instrument freely and voluntarily as the act of, and under proper
authority of said corporation, for the uses and purposes indicated in the
instrument.

Notary Public
Residing in Salt Lake County, Utah

My commission expires:

STATE OF UTAH)
 ss.
County of Salt Lake)

On this 7th day of September, 1968 personally appeared before me,
a Notary Public for Salt Lake County, Utah, JOHN C. KIRKHAM and ELIZABETH L.
KIRKHAM, his wife, known to me to be same, who did under oath duly given,
acknowledge to me that he and she did freely and voluntarily execute the
foregoing instrument for the uses and purposes indicated therein.



Notary Public
Residing in Salt Lake County, Utah.

My Commission expires:

12/28/70

A S S I G N M E N T

THIS INDENTURE made this 12th day of July, 1967, by TOM P. COSTAS and his wife VINIE S. COSTAS, GRANTORS, residing at 1439 Woodside Avenue, Park City Utah, and the White Sage Uranium of Salt Lake City, Utah GRANTEE:

W I T N E S S E T H

That the said Grantors for and in consideration of the sum of ten dollars (\$ 10.00) and other valuable considerations in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does by these presents, remise release and assign that certain Mining Lease dated July 1st, 1967, by and between said Grantors and the FERBER COPPER COMPANY, a Nevada Corporation, this ASSIGNMENT conveying to the White Sage Uranium all its terms and conditions and stipulations as outlined in that said document known as the FERBER LEASE, of which a copy is attached hereto and made a part hereof.

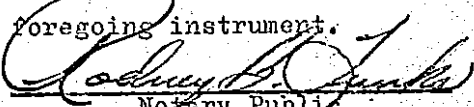
IN WITNESS WHEREOF, THE GRANTORS HAVE HEREUNTO set their hand this 12th day of July, 1967.


Tom P. Costas


Vinie S. Costas

STATE OF UTAH) SS
County of Salt Lake)

Personally appeared before me Mr. & Mrs. Tom P. Costas, known to me to be the persons described in and who executed the foregoing instrument.


Notary Public

Seal.

LEASE AND OPTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1967, by and between FERBER COPPER COMPANY, a corporation, hereinafter designated and referred as "LESSOR" and sometimes as "Optionor", and Tom P. Costaa, of Salt Lake City, Utah, hereinafter designated and referred to as "LESSEE" and sometimes as "OPTIONEE",

WITNESSETH

1. Lessor hereby leases and Lessees leases from Lessor all right, Title and interest of Lessor, for a term of two years and not over five years, from date hereof and so long thereafter as Lessee pays to Lessor the minimum royalty provided in paragraph 3 hereof, in and to the following described patented Mining Claims situated in Ferber Mining District, Elko County, State of Nevada, to-wit, which claims are referred to hereinafter as the "MINING PROPERTY" :

PATENTED CLAIMS

SURVEY NUMBER

Name

Charleston
Covelette
Eva May
Golden Brick
Issac Newton

U.S. Number 45
U.S. Number 4328
U.S. Number 44
U.S. Number 44
U.S. Number 44

2. Lessor hereby grants to Lessee the exclusive Option, exercisable by notice in writing given at any time during the term of this Lease and Option Agreement and any extension thereof, to purchase the mining property for the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (250,000.00) which said sum shall, in the event Lessee exercises the said Option, be payable in the following manner:

All rentals and royalties paid by Lessee to Lessor, including percentage royalties and rentals, shall apply on the purchase price, as well as any other moneys paid, shall be paid in cash monies upon closing. Closing shall be made within (30 days) following receipt by Optionor of notice of exercise of the option.

At the time of closing, Optionor shall deliver to Optionee a good and sufficient mining deed to the Mining Property and Optionee shall pay the balance of the purchase price then due and payable.

3. ROYALTIES:

Royalties if Ores not milled by Lessee : as concerns ore which is not milled by Lessee or Lessee's assigns, a royalty shall be paid to Lessor, based upon the value of the Ore according to a sliding scale, as follows:

(1) Six per cent (6%) of the net smelter returns or the net mill returns on Ore having a value up to \$ 40.00 per ton.

(2) Twelve per cent (12%) of the net smelter returns or net mill returns on Ores having a value of \$ 40.00 per ton to \$ 100.00 per ton.

(3) Fifteen per cent (15%) of the net smelter returns or net mill returns on ore having a value of \$ 100.00 per ton.

(b) Royalties on all ores milled by Lessee: If the Ores are milled by Lessee or Lessee's assigns, a royalty shall be paid in the amount of a straight six percent (6%) of the net smelter returns.

(c) Lessee shall report to Lessor at periodic intervals no less frequently than quarterly, setting forth information, concerning shipments and sales during the precedeing period not theretofore reported. Said report shall be accompanied by payment of any royalty due to Lessor for the period covered by such report.

(d) Rentals: Lessee agrees to pay Lessor rentals as follows:

(1) Advance rental in the amount of \$ 200.00 upon the signing of this lease and Option agreement.

(2) Two hundred dollars upon (\$200.00) on or before the 1st day of August, 1967.

(3) Thereafter \$ 200.00 per month shall be paid for the first two years; \$ 400 per month for the following two years, and a \$ 10,000.00 payment shall be made upon the fifth year on the 1st day of August of the said fifth year, said payment shall apply on purchase price, and said lease and option shall be extended further.

4. Lessee agrees to pay general property taxes against said properties for the year of 1967 and subsequent years, together with assessments levied or assessed against said premises and every part thereof during the term of this agreement, including all taxes based upon the proceeds derived from mining operations on said premises or any part thereof or any multiple thereof. Lessee shall furnish Lessor with written evidence of payment of such taxes within (30) days following the due date for payment.

In the event Lessee shall fail to pay any such taxes or assessments as above provided, Lessor may, at its option, pay the same, together with any penalties or interest, and if Lessor so elects, Lessee agrees to pay Lessor upon demand all such sums so paid, together with interest on said sums from date of payment at the highest contract rate allowed by law until paid.

5. In the event Lessee locates any claims annexed to the Patented Mining Claims, such claims shall become the property of the Lessor, and all shall be subject to the terms and conditions as stipulated for the Patented Mining Claims, herein, and Lessee agrees to perform all assessment work as prescribed by Law upon the said unpatented mining claims.

6. Lessee shall have the exclusive right to enter into possession of all of said property and premises described herein and mine and remove ores and other material and products from said premises upon and subject to the following terms and conditions:

(a) Lessee herein, in connection with said mining claims and operations, shall be an independent contractor and there shall be no privity of contract between Lessor and the employees of Lessee and all such employees, whether on a wage or profit sharing basis, shall be selected by the Lessee, hired by the Lessee, directed by the Lessee and paid by the Lessee, and that, subject only to the specific limitations herein set out, Lessee, shall have exclusive dominion and control over said property and the operations therein and thereon while operating under the terms hereof.

(b) Lessee shall perform all work on said premises in a safe and minerlike fashion in accordance with the Mining Laws of the State of Nevada.

(c) Lessee will at its expense carry Workmen's Compensation Insurance and Liability Insurance and any other Insurance required by the Laws of the State of Nevada covering him and all of his employees, and will pay all taxes and contributions and/or make any and all deductions required under the Federal Social Security Act and /or the Nevada Unemployment Security Act, for which Lessee may become obligated and Lessee will comply with all other rules and regulations of any Governmental authority affecting Lessee's operations on said described operations on said described premises and shall maintain and keep on file supporting evidence of said compliance.

(d) There is reserved to Lessor the right of entry in and upon said property, at its own risk, for the purpose of inspecting the workings and for surveying and sampling and checking upon compliance by Lessee with the terms and conditions thereof.

(e) Lessee will, upon taking possession of said premises as provided hereunder, forthwith post and Keep posted in a conspicuous place within and upon the described premises such written notices as may be required by law stating that the same are held by Lessee with permission of Lessor and that Lessee is liable for all labor performed and supplies and/or materials used by Lessee in and upon said described premises, and that (Lessee (and not Lessor) shall be responsible for all debts and expenses incurred by Lessee in the mining operations in and upon said described premises. Lessee shall also, before commenceing work on said premises, cause to be recorded in the office of the County Recorder of Elko County, Nevada, any and all notices, the recording of which may be required by the Laws of the State of Nevada.

(f) Lessee will hold Lessor harmless and fully indemnify it against all ~~claims~~^{claims} and demands of every character and nature which may be made upon Lessee or against the hereinbefore described premises for or on account of any debts or expenses contracted or incurred by Lessee, as well as from and against any and all acts,

Transactions, or omissions by Lessee, its agents and servants, including all claims, demands, causes of action, costs and expenses arising during the continuance of this agreement, from or on account of any injuries to any person, or the property of any person or corporation, whether occasioned by any unsafe or dangerous condition of the hereinbefore described premises or any workings therein or thereon used by Lessee, or otherwise, and to defend Lessor at the cost and expense of Lessee, from any such liability or asserted liability.

(g) Lessee shall have the right to assign or sublet this agreement or any interest herein and to permit the occupancy of the premises affected thereby by any person firm or corporation without the written consent of the Lessor; provided, however, any such assignee shall be obligated to fulfill each covenant and condition herein contained which is applicable to the Lessee.

(h) Lessee will pay any loss or expense resulting from any shipment of ores, the proceeds from which are not sufficient to meet all freight, smelter and other costs and charges in connection therewith.

(i) Lessee will furnish at its own cost all operating supplies and equipment required in the doing of said work.

(j) This agreement shall apply to any additional property located contiguous to the above described property.

(k) Lessor reserves the presently established camp and facilities for its use in working its other interest in the area.

(l) This agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Lessor, and the heirs, executors, administrators, personal representatives and consent assigns of Lessee.

7. In the event Lessee shall fail to make payment provided for in Paragraph 2 above written within the time provided or within 30 days thereafter, or in event Lessee shall default in the performance of any other covenant hereof on its part to be kept and performed and shall fail to

remedy any such default within (15 days) after written notice of such default from Lessor, then and in either of said events, Lessor may, at its option, cancel this agreement and enter into possession of said premises and Lessors may retain all sums theretofore paid by Lessee as agreed liquidated damages for such breach may be speculative.

(8) Lessee shall have the right at any time prior to its default hereunder to pay the entire unpaid balance of the purchase price. When Lessee shall have paid said purchase price in full, Lessor will execute, acknowledge and deliver to Lessee a good and sufficient deed conveying all of their right, title and interest in and to the mining property.

(9). Lessee and Lessor agree that should either party default in the performance of any covenant of this agreement on their part to be performed, the party or parties in default will pay all costs and expenses, including a reasonable attorneys fee, that may be incurred by the party not in default in enforcing said Agreement against party or parties in default.

(10) In the event of default in performance of the covenants and conditions of the lease, without correction as provided hereinabove, such default shall be construed as an abandonment by Lessee of the contract and their shall be no further obligation on the part of the Lessee, or its assigns, for any of the payments and this contract shall cease and terminate, except that Lessee, or its assignee, shall remain liable for the payment of any general property taxes for the then current year, including any taxes based upon net proceeds or any multiple thereof which will constitute a lien upon the premises herein described or any part thereof, or any Taxes or charges required to be paid by Lessee and for which Lessor or the property described herein shall be liable. Lessee shall have the right to remove all materials, equipment, temporary or portable structures, supplies and other personal property placed by it in or upon the property hereinbefore described and

referred to, provided Lessee shall not remove any track, pipe, timbering, or other underground structures placed or erected by it on or upon said property, nor shall Lessee remove any materials used or furnished by Lessee for the repair of any building or other improvements now on said property.

Notwithstanding any provision which may be contained in this Agreement which may be construed to the contrary, Lessee shall have the absolute right to terminate this Agreement upon thirty days written Notice, in which event Lessee shall be released, relieved and discharged of any further obligation hereunder. Provided, however, that if such termination occurs less than (30) days prior to the end of the annual assessment period as concerns any of the unpatented mining claims which are subject of this Agreement, Lessee shall either cause such assessment work to be performed or shall pay to the Lessor a sum of money sufficient to perform such assessment work.

It is further agreed that in the event of termination, Lessee will execute and deliver to Lessors a Quit-Claim Deed quitclaiming all right title and interest of Lessee in, to and under the property.

EXECUTED as of the Day and Year first above written.

FERBER COPPER COMPANY, a Corporation,

By Russell P. Mackey
Russell P. Mackey,
Its President

LESSOR

ATTEST:

Monard R. Jacobson
Monard R. Jacobson,
Secretary

Tom P. Costas
Lessee.

MINING LEASE AND OPTION

THIS LEASE AND PURCHASE OPTION, made and entered into this 15th day of August, 1967 by and between Evelyn P. Boyce of Salt Lake City, Utah and Lois P. Connell of San Francisco, California, hereinafter designated as Lessors, whether one or several, and Tom P. Costas, an independent contractor of Salt Lake City, Utah hereinafter designated as Lessee, whether one or several:

W I T N E S S E T H

That the said Lessors, for an in consideration of the sum of Ten Dollars in hand paid by Lessee to Lessors, and other mutual considerations, the receipt and the sufficiency of which are hereby acknowledged, and of the royalties, rentals, covenants and agreements hereinafter reserved and by said Lessee to be paid, kept and performed, has leased demised and let to the said Lessee a 59/80ths undivided interest unto the following described property and mining claims situate and lying in the FERBER MINING DISTRICT in the State of Nevada and as shown in U. S. Mineral Surveys:

Big Chief No. 39; and,

Red Cloud No. 40,

all of which claims are more particularly described under the certificates of Location recorded at the office of the County Recorder of Elko County, State of Nevada:

TO HAVE AND TO HOLD unto the said Lessee for a period of not to exceed ten years time as may be necessary to pay the purchase price in the manner hereinafter provided, unless sooner forfeited or terminated as hereinafter provided:

AND IN CONSIDERATION OF SAID DEMISE, the said Lessee does covenant and agree with the Lessors as follows:

1. To pay to said Lessors at its place of business at Salt Lake City, Utah, royalties and rentals, as hereinafter specified, during any effective term of this agreement until the option price of the property, as set forth in Section 12 of this agreement shall have been paid. All rentals, royalties and payments of any nature whatsoever, made by Lessee to Lessors, shall apply and be credited to the option price herein set forth:

2. To take possession of said mining claims and perform the annual assessment work required by law on the unpatented claims described herein and on the patented claims described herein to do geo-chemical work and drill at least 3 holes 250 feet deep each year and to furnish Lessors with the results thereof; and to timely file for and obtain Nevada exemption from taxes on patented mining claims where \$100 or more work is done on any claim in the fiscal year or, to furnish Lessors in ample time to so file with the amount and nature of the work in affidavit or such other required form as will satisfy the statutory requirements;
3. To keep proper books of account showing the amounts of gold, or other minerals or metals produced and sold from the said mining properties and, if possible, to deliver duplicate reports and statements of said sales to the Lessors at his or her place of business within reasonable time after consummation of sale. If products sold are commingled with ores or bullion or concentrate from other sources, Lessee shall notify lessors of any such commingling and, shall indicate to buyer or smelter or mill or other purchaser the nature of, and extent of lessor's interest therein, so that it may not be impressed with liens or claims of other shippers; and Lessee shall from time to time, provide Lessors with such proper assay reports and weight certificates as will establish the value of the mineral products extracted, processed, and sold from the leased premises;
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 Lessors and Lessors' title to the leased premises free and harmless from any and all damages for accidents to or injuries incurred by an person or persons upon, in or about the premises, excepting the Lessors and those working under the Lessors, 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 its property;
6. Said Lessors or its agent may from time to time, in company with Lessee or its agent, enter upon the 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 Lessors; and said lessee shall respect and see that notices of "non-liability" posted by lessors at working points are kept in good condition, and notify lessors if same be damaged or destroyed by the elements, vandals, accidents, or any other like or unlike means:

7. Lessee shall keep and preserve reasonable records and maps to reflect the progress and results of work undertaken, and shall allow Lessors to inspect such records at reasonable times, and, upon termination of this agreement and the request of Lessors, deliver duplicate copies of such records to said Lessors. However, Lessee shall not be obligated to interpret such records:

8. Said Lessee shall pay any and all taxes assessed by reason of the mining operations upon said premises, excepting so-called bullion tax upon the proportionate part royalty of the Lessors:

9. In the event Lessee shall fail to make any payment of royalty or rental or any other payment herein provided, 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 Lessors may give to said Lessee a notice in writing of such default, and if such default is not corrected within thirty (30) days after the giving of such notice, this lease shall terminate and become forfeited. It is specifically understood and agreed that subject to the obligation of the Lessee to pay rents and royalties with relation to the sale of ores and minerals extracted from the mining claims or the concentrates produced therefrom to the date of such termination, and subject to Lessee's obligations to Lessors under paragraphs 3 and 4 hereof, the sole liability of Lessee for any default under the terms of this mining lease shall be the loss of the rights granted to them hereby in and to the mining claims with relation to which the default occurred and Lessee shall, under no circumstance, have any liability to Lessors by way of damages or otherwise:

10. To pay to said Lessors at its place of business at Salt Lake City, Utah the following royalties on all mineral products extracted and sold from the premises, during the life of this lease until the option price for the property, as defined in paragraph 12 below, shall have been paid, to wit:

6% of the net smelter or mill returns up to \$40.00 per ton
12% of the net smelter or mill returns from \$40.00 to \$100.00 per ton
15% of the net smelter or mill returns having a value of \$100.00 or more per ton; in each case subject to the division thereof according to the proportionate parts held (based on the 59/80ths division); and in addition,

To pay a two and one-half percent (2½%) overriding royalty in perpetuity

based on the 59/80ths interest held, on all "rare minerals" as defined and outlined in the "Rare Minerals Handbook" by Hampel, 1954 edition, that are commercially produced.

"Net smelter or mill returns" as hereinabove mentioned is defined as the gross proceeds of the ore, bullion, precipitate or concentrate sold, less the 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. Charges from the mine or mill to the railroad are included under "transportation charges" and as far as practicable such charges should be jointly approved by the parties in advance of payment calculation according to the formula above.

11. Lessee agrees to pay to the Lessors a rental of \$50.00 per month which shall be applied on the option price. Rentals shall be considered as advanced royalty payments. Royalty payments in excess of \$50.00 monthly shall apply as a credit against future rental payments. Royalty payments from the sale of mineral products shall be made directly to the Lessors by the buyer of ores, in accord with the buyer's established custom, provided such payment is conveniently possible for Lessee:

12. Upon demand of said Lessee, said Lessors agree to execute a quit claim deed to their interest in the above described mining claims encompassed herein, providing for conveyance of property to Lessee, and Lessors shall provide for and deposit such deed with a bank, trust company or escrow service, mutually satisfactory to both Lessors and Lessee, accompanied with the escrow instructions to deliver said deed to Lessee upon satisfactory proof of the payment of Twenty-Five Thousand Dollars (\$25,000.00) in rental, royalty or in any other manner, as the agreed option price of the above-described property of the Lessors, and with further instructions to return said deed to the Lessors 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 Lessors and Lessee:

13. Upon any termination of this agreement, by default or otherwise, said Lessee shall surrender to said Lessors the said properties, but any machinery

tools, equipment or buildings placed thereon by the Lessee and it or its agent shall belong to the Lessee and it or its agent shall be allowed to remove same within a reasonable time after date of termination not to exceed twelve months. And, upon forfeiture, surrender, or other termination of the lease, Lessee shall upon request of Lessors make and record a release of same and at his (Lessee) expense provide for recording of same.

14. Lessee shall have the right and option to terminate this agreement at any time upon fifteen (15) days written notice to the Lessors.

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

IN WITNESS WHEREOF, the parties have set their hands this 15 day of August, 1967.

LESSORS:

Evelyn P. Boyce
Lois P. Connell

LESSEE:

Tom P. Costas
Tom P. Costas

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this the 15th day of August 1967 personally appeared before me, a Notary Public in and for Salt Lake County, State of Utah, TOM P. COSTAS, known to me to be the person who executed the foregoing instrument, who did duly under oath, acknowledge to me that he executed the same, freely and voluntarily for the uses and purpose therein mentioned.

My commission expires:

Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 15th day of August 1967 personally appeared before me, a Notary Public in and for Salt Lake County, State of Utah, Evelyn P. Boyce and Lois P. Connell known to me to be the persons of the same name who executed the foregoing instrument, and who did under oath acknowledge to me that they did executed the same, and did so freely and voluntarily for the uses and purposes indicated therein.

My commission expires:

Jan. 17, 1970

Notary Public

THIS MINING LEASE made and entered into, this 13th day of November

1967, by and between Messers:

William B. Coddling; Post Office Box 2301 Salt Lake City, Utah 84110

Tom P. Costas; 439 Exchange Place Salt Lake City, Utah

Earnest L. Snider; 1260 Indiana Avenue Salt Lake City, Utah

Robert A. Glenney; 1541 South 13th East Salt Lake City, Utah

Robert Moe; 141 East First South Salt Lake City, Utah, 84111

C. G. Snider; 1260 Indiana Avenue Salt Lake City, Utah

Howard S. Lichfield; 548 East 4th South Salt Lake City, Utah

Joseph T. Lichfield; Tooele, Utah

D. W. Proctor; 751 Jeremy Street Salt Lake City, Utah, whether one or several:

Hereinafter designated as LESSORS and Tom P. Costas, Mining Consultant, 439

Exchange Place, Salt Lake City, Utah, hereinafter designated as LESSEE, whether one or several:

W I T N E S S E T H

That the said lessor, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, and of royalties, covenants and agreements reserved and by said Lessee to be paid, kept, and performed, has granted, demised, and let to said Lessee, for the purpose of exploration for and the mining and sale of mineral products, all of their mineral rights in and unto the following described property, to wit:

Ferber Mining District, Elko County, Nevada.

PARCEL "A" William B. Coddling Property (William B. Coddling 60%; T. Costas 40%) 25%

Lode Claims:

<u>Name of Claim</u>	<u>Date of Location</u>	<u>Book No.</u>	<u>Page No.</u>
Bill No. 1	7/28/67	83	240
Bill No. 2	7/28/67	83	241
Bill No. 3	7/28/67	83	242
Bill No. 4	7/28/67	83	243
Bill No. 5	7/28/67	83	244
Bill No. 6	7/28/67	83	245
Bill No. 7	7/28/67	83	246
Bill No. 8	7/28/67	83	247
Bill No. 9	7/28/67	83	248
Bill No. 10	7/28/67	83	249

Placer Location (160 acres) N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 32, Township 28 N Range 70 East MDK.

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Minerals Placer/	7/1/67	83	415

Parcel "C" Earnest L. Snider and C. G. Snider 50%-50%

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Snider No. 7	6/26/67	83	344
Snider No. 8	6/26/67	83	345
Snider No. 9	6/26/67	83	346

Parcel "D" Earnest L. Snider 100%

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Snider No. 1	6/8/67	82	605
Snider No. 2	6/8/67	82	605
Snider No. 3	6/8/67	82	606
Snider No. 4	6/8/67	82	606

Parcel "E" R. A. Glenn 50% Tom P. Costas 50%

<u>Name of Claim/</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Glenn No. 1	5/24/67	82	669
Glenn No. 2	5/24/67	82	670
Glenn No. 3	5/24/67	82	671
Glenn No. 4	5/24/67	82	672

Parcel "F" Robert Kee 75% Tom P. Costas 25%

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Kee No. 1	5/23/67	85	160
Kee No. 2	5/23/67	85	161
Kee No. 3	5/23/67	85	162
Kee No. 4	5/23/67	85	163

Parcel "G" Howard B. Lichfield 75% Tom P. Costas 25%

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Litch No. 5	7/12/67	83	600
Litch No. 6	7/12/67	83	601
Litch No. 7	7/12/67	83	602
Litch No. 8	7/12/67	83	603
Litch No. 9	7/12/67	83	604
Litch No. 10	7/12/67	83	605

Parcel "B" Joseph T. Lichfield 75% Tom P. Costas 25%

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Litch No. 1	7/10/67	82	596
Litch No. 2	7/10/67	83	597
Litch No. 3	7/10/67	83	598
Litch No. 4	7/10/67	83	599

Parcel "I" D. W. Proctor 100%

<u>Name of Claim</u>	<u>Date Located</u>	<u>Book No.</u>	<u>Page No.</u>
Proctor No. 1	6/8/67	82	607
Proctor No. 2	6/8/67	82	607

TO HAVE AND TO HOLD unto the said Lessee unless 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 Lessors at their place of business at the designated addresses as written above, royalties and rentals, as herein specified during the term of this agreement;
2. To keep proper books of account showing the amounts of gold, silver, copper, uranium, or other minerals or metals produced and sold from said mining property and to deliver duplicate reports and statements of said sales to the Lessors at their place of business within reasonable time, not to exceed thirty days after consumation of sale;
3. To, during the term of this agreement 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 or injuries incurred by any person or persons upon, in or about the premises, excepting Lessors and those working under Lessors, and to comply with all governmental laws, regulations, and ordinances as applicable with respect to matters to be done and performed;
4. 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 Lessors or their property;
5. Said Lessors 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 posting notices of non-responsibility and other notices necessary, proper or convenient for the protection of said Lessors, or for the purpose of

inspection of the operations of the Lessee or other proper and reasonable purposes:

6. Lessee shall keep and preserve reasonable records and maps to reflect the progress and results of work undertaken, and shall allow Lessors to inspect such records at reasonable times, and upon termination of this agreement, deliver duplicate copies of such records to said Lessors:
7. Said Lessee shall pay any and all taxes assessed by reason of the mining operations upon said premises, excepting the bullion tax upon the reserved royalty of the Lessors or Lessors' income tax:
8. In the event Lessee shall fail to make any payment of royalty or rent 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 Lessors may give to said Lessee a notice in writing of such default, and if such is not corrected within thirty (30) days after the giving of such notice, this lease shall terminate and become forfeited:
9. To pay to said Lessors, at their place of business at the addresses herein written the following rentals and/or royalties on all mineral products extracted and sold from the premises during the life of this lease a 6 $\frac{1}{2}$ % royalty on all properties herein listed and stipulated. Said royalties shall apply on those properties developed or mined, each property to be regarded as a separate parcel. Royalties are computed as a percentage of the smelter, mint, or other purchasing agency returns after deduction of purchasing agency charges, transportation charges to market, sampling charges, and such other charges as might customarily be assessed by the buyer of ores or concentrates against the seller:
10. Lessee agrees to do the annual assessment work as provided in state and federal statutes pertaining to mining claims. Royalty payments from the sale of mineral products shall be made to the Lessors directly by the buyer of ores, bullion, precipitates, or concentrates, where and when such arrangements are in accord with the buyer's established custom:
11. Lessee shall have the right to terminate this agreement at any time upon thirty (30) days written notice to the Lessors:
12. All covenants and conditions contained herein, expressed or implied, shall extend to the successors, heirs, executors, and assignees of the parties hereto:

LESSORS:

William B. Cordling
 William B. Cordling
Tom P. Costas
 Tom P. Costas
Ernest L. Snider
 Ernest L. Snider
Robert A. Glenney
 Robert A. Glenney
Robert Mee
 Robert Mee
C.G. Snider
 C.G. Snider
Howard Richfield
 Howard Richfield
Joseph T. Richfield
 Joseph T. Richfield
D.W. Procter
 D.W. Procter

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 13th day of December 1967.

LESSORS:

William B. Codding; Post Office Box 2301 Salt Lake City, Utah 54110
 Tom P. Costas; 639 Exchange Place Salt Lake City, Utah
 Earnest L. Snider; 1260 Indiana Avenue Salt Lake City, Utah
 Robert A. Glenny; 1541 South 13th East Salt Lake City, Utah
 Robert Moo; PO Box 11117 141 East First South Salt Lake City, Utah, 80111
 C. G. Snider; 1260 Indiana Avenue Salt Lake City, Utah
 Howard S. Lichfield; 548 East 4th South Salt Lake City, Utah
 Joseph T. Lichfield; Tooele, Utah
 D. W. Proctor; 751 Jersey Street Salt Lake City, Utah

LESSEES:

Tom P. Costas; 639 Exchange Place Salt Lake City, Utah

STATE OF Utah)
 COUNTY OF Salt Lake) ss

On this 13th day of December 1967, personally appeared before me
 a Notary Public in and for Salt Lake County, State of Utah
William B. Codding known to me to be the person or
 persons 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.

Sam J. Cronister
 Notary Public

STATE OF Utah)
 COUNTY OF Salt Lake) ss

On this 13th day of December 1967, personally appeared before me
 a Notary Public in and for Salt Lake County, State of Utah
Tom P. Costas known to me to be the person or
 persons 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.

Sam J. Cronister
 Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss

On this 13th day of December 1967, personally appeared before me a Notary Public in and for Salt Lake County, State of Utah Ernest L. Lindie known to me to be the person or persons 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.

Sam J. Chronister
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss

On this 13th day of December 1967, personally appeared before me a Notary Public in and for Salt Lake County, State of Utah Mr. Robert W. Givens known to me to be the person or persons 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.

Sam J. Chronister
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss

On this 13th day of December 1967, personally appeared before me a Notary Public in and for Salt Lake County, State of Utah Bruce Moe known to me to be the person or persons 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.

Sam J. Chronister
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss

On this 13th day of December 1967, personally appeared before me a Notary Public in and for Salt Lake County, State of Utah C. G. Andrade known to me to be the person or persons

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.

Sam J. Chronister
Notary Public

COUNTY OF

On this 13th day of December 1967, personally appeared beforeme a Notary Public in and for Salt Lake County, State of Utah.

Harold A. Pabst known to me to be the person or persons 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.

Sam J. Chronister
Notary Public

STATE OF

COUNTY OF

On this 13th day of December 1967, personally appeared beforeme a Notary Public in and for Salt Lake County, State of Utah.

Joseph T. Liekefeld known to me to be the person or persons 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.

Sam J. Chronister
Notary Public

STATE OF

COUNTY OF

On this 13th day of December 1967, personally appearedbefore me a Notary Public in and for Salt Lake County, State of

Utah. Don't T. T. T. known to me to be the person or persons who executed the foregoing instrument, who duly acknowledged to me that he executed the same freely and voluntarily for the purpose and uses herein mentioned.

Sam J. Chronister
Notary Public

STATE OF

COUNTY OF

On this _____ day of _____ 1967, personally appeared

before me a Notary Public in and for _____ County, State of

_____ known to me to be the person or persons who executed the foregoing instrument, who duly acknowledged to me that he executed the same freely and voluntarily for the purpose and uses herein mentioned.

Notary Public

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

TOM P. COSTAS,
39 Exchange Place,
Salt Lake City, Utah
of Salt Lake City, County of Salt Lake, State of Utah, hereby
QUIT-CLAIM S to

HIDDEN SPLENDOR MINING COMPANY,
39 Exchange Place,
Salt Lake City, Utah
of
TEN DOLLARS DOLLARS
the following described tract of land in ELKO
State of ~~Utah~~ NEVADA: grantee
for the sum of
County,

21/80ths Interest in the RED CLOUD
PATENTED MINING CLAIM, SURVEY NO 40)
Patent # 18461, FERBER MINING DISTRICT,
Elko County, State of Nevada, also and
including:

15/80ths Interest in the Big Chief
Patented Mining Claim, Survey No. 39,
Patent No. 17967, Ferber Mining District,
Elko County, State of Nevada

WITNESS the hand of said grantor, this 14th day of
November, A. D. one thousand nine hundred and Sixty Seven.

Signed in the presence of

Howard Lichfield
Howard Lichfield,
Salt Lake City, Utah

Tom P. Costas
Tom P. Costas,
Room 26-27, 39 Exchange
Salt Lake City, Utah

STATE OF UTAH, } ss.
County of Salt Lake

On the 14th day of November A. D. one
thousand nine hundred and Sixty Seven personally appeared before me Mr. Tom
P. Costas of 39 Exchange Place, Salt Lake City, Utah.

the signer of the foregoing instrument, who duly acknowledge to me that they executed the
same.

Robert B. Jensen
Notary Public.

My commission expires March 25, 1971

Address: 39 Exchange Place
Salt Lake City, Utah

Recorded at Request of _____
 at _____ M. Fee Paid \$ _____
 by _____ Dep. Book _____ Page _____ Ref.: _____
 Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

BETH R. MACKEY,
 667 South 8th West
 of Salt Lake City, County of Salt Lake, State of Utah, hereby
QUIT-CLAIMS to

MR. TOM P. COSTAS,
 39 Exchange Place,
 Salt Lake City, Utah
 of **TEN DOLLARS** for the sum of **DOLLARS**
 the following described tract of land in **ELKO** County,
 State of ~~Utah~~ **NEVADA**:

21/80ths Interest in the **RED CLOUD PATENTED MINING CLAIM**, Survey No. 40, Patent # 18461, **FERBER MINING DISTRICT**, Elko County, State of Nevada, also and including:

15/80ths Interest in the **BIG CHIEF PATENTED MINING CLAIM**, Survey No. 39, Patent # 17967, **Ferber Mining District**, Elko County, State of Nevada.

WITNESS the hand of said grantors, this **Third** day of **NOVEMBER**, A. D. one thousand nine hundred and **Sixty Seven**.

Signed in the presence of } Beth R. Mackey
 _____ } BETH R. MACKEY,
 _____ } 667 South 8th West, SLC Utah
 _____ } Russell Mackey
 _____ } RUSSELL MACKEY,
 _____ } 667 South 8th West,
 _____ } SLC, Utah.

STATE OF UTAH,
 County of Salt Lake } ss.

On the 21st day of November, A. D. one thousand nine hundred and Sixty Seven, personally appeared before me

Beth R. Mackey & Russell Mackey

the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

Sam J. Christensen Notary Public.
 Address: Salt Lake City, Utah

My commission expires 1-30-71

Recorded at Request of _____

at _____ M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

MONARD & FLORA C. JACOBSON
 of UREM, Utah, County of UTAH, State of Utah, hereby
 QUIT-CLAIM to

BETH R. MACKEY,
 667 South 8th West,
 Salt Lake City, Utah
 of Salt Lake City, Utah
 the following described tract of land in
 State of ~~Utah~~ NEVADA

TEN DOLLARS
 ELKO

grantee
 for the sum of
 DOLLARS
 County,

a 3/160th Interest in the PATENTED MINING
 CLAIM, Survey # 40, Patent Number 18461,
 located in the Ferber Mining District,
 Elko County, State of Nevada.

WITNESS the hand of said grantor s, this Third day of
 November, A. D. one thousand nine hundred and Sixty Seven.

Signed in the presence of

Monard Jacobson
 Monard Jacobson
Flora C. Jacobson
 Flora C. Jacobson

STATE OF UTAH,

County of Salt Lake

} ss.

On the 6th day of November, A. D. one
 thousand nine hundred and Sixty Seven personally appeared before me

Monard & Flora C. Jacobson

the signer of the foregoing instrument, who duly acknowledge to me that he/ executed the
 same.

My commission expires 1-30-71

Sam J. C. Hunter Notary Public.
 Address: Salt Lake City, Utah

RECORDED AT THE REQUEST OF
Tom P. Costas
on June 18, 1968
at 55 mins. past 10 A.M.
in Book 24 of OFFICIAL
RECORDS, page 345-388, RECORDS
OF EUREKA COUNTY, NEVADA
Recorded William A. McLaughlin
File No. 17088 Fee \$ 46.00