

82344

AGREEMENT

Temple Mountain Industries, Inc. (a Utah corporation) of 39 Exchange Place, Rooms 26-27, Salt Lake City, Utah, holds a lease upon 320 acres of mineral land from the Southern Pacific Land Company. These lands are defined as SEE LAND W 1/2 of Sec. 25, T.36N., R.49E., MDM, Eureka County, Nevada, and they are located in the Lynn Creek mining area of Eureka County of Nevada. This lease is warranted as valid and subsisting with rental paid until December 12<sup>th</sup> 1976. Furthermore said leasehold ownership is warranted to be held free of debt or encumbrance other than reserved production royalty oweable to the Southern Pacific Land Company plus general protective obligations, assumed under the lease terms, to protect the Southern Pacific Land Company from any possible contingent liabilities arising from acts of the tenant Temple Mountain Industries, Inc. Minimum rental payments of \$1600.00 yearly are oweable to Southern Pacific Land Company. The right of assignment of the lease, in part or whole, is restricted under the terms of the lease agreement. The first year's rental has been paid by Temple Mountain Industries, Inc. from funds subscribed by several or more sophisticated investors who desire to share in any profit derived from the subsequent exploration, development and exploitation of these mineral lands.

--WITNESSETH--

The parties hereto now agree and covenant as follows:

1. Temple Mountain Industries, Inc. agrees, on a best effort basis and at its own risk and expense and without further contribution or liability to the party hereinafter identified, to proceed as soon as possible with exploration upon the subject lands, looking forward to the creation of a profitable mining operation, subject, of course, to the well understood "miner's risk".
2. It is covenanted and agreed that in consideration of this effort, Temple Mountain Industries, Inc. is to retain 60% of any "net profit" derived from this effort.
3. It is furthermore mutually agreed and understood that 40% of any net profit so achieved shall be divided between the parties who have subscribed the first annual \$1600.00 rental paid to the Southern Pacific Land Company, computed to a percentage figure as each individual contribution relates to \$1,600.00.
4. "Net Profits" are to be computed as a resulting sum derived by subtracting all expenditures, made incident to exploration, development and exploitation upon the subject premises, from any and all gross cash returns derived as the result of the proposed mining program. Royalties paid to the Southern Pacific Land Company and Federal, State or County taxes shall be included as a necessary expense made to further the achievement of desired objectives.
5. This Agreement contains the entire agreement between the contracting parties and no oral arrangement, promise, statement or representation which is not herein contained shall be binding upon the parties hereto. No amendment or modification of this Agreement shall become effective unless and until the same shall have been reduced in writing and duly signed and executed by both parties hereto.

ROBERT C. LOWRY

of

SALT LAKE CITY, UTAH

has subscribed \$266.67 of the \$1,600.00 rental paid to Southern Pacific Land Company. Temple Mountain Industries Inc. warrants that it will return 6.67 % of any net profit derived from operation of the subject premises, computed as herein defined, to ROBERT C. LOWRY

IN WITNESS WHEREOF this agreement has been executed this 9<sup>th</sup> day of

January, 1976.

TEMPLE MOUNTAIN INDUSTRIES, INC.

Pres.

Attest

Seal



State of Utah  
County of Salt Lake )

Name

Address

Roger Lowry  
3444 S. Scott St. SLC UT

Personally appeared before me Messrs. Tom P. Costas, Willard McNabb and Roger Lawry, President, Vice President and Secretary & Treasurer respectively, who depose and state that the aforesaid Agreement has been approved and recorded in the minutes of the Temple Mountain Industries, Inc. under date of January 9<sup>th</sup> 1976, all terms, stipulations and conditions duly recorded therein.

Notary Public  
Residing at :

My commission expires:

RECORDED AT REQUEST OF

Joyce Lowry  
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Seal

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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DEFAOLI-RECORDER  
FILE NO. 82344  
FEE \$ 5.00

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