83300

February 8, 1982

To: Willis: VePaoli County Recorder Recorder's Office Eureka, Nevada 89316

I, Arthur E. White, of Charlestown (Boston), MA, do hereby swear under the pains and penalties of perjury this eighth day of February, 1982, that the attached copy of Agreement dated March 26, 1976, between myself and Temple Mountain Industries, Inc., is an exact and true copy of the original which is in my possession here in Boston.

Mhy C White

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS:

On this eighth day of February, 1982, before me personally appeared Arthur E. White, my uncle, and known to me as the person holding the interest of contracting party in the attached Agreement, who executed the above instrument as his free act and deed in order to facilitate recording of same.

DAVID A. WHITE MOTARY PUBLIC My Commission Expires 12/31/9

SEAL.

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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 Fee Land and comprises West (1) of Section 25, Township 36 North Range 49 East, MDM Eureka County State of Nevada. This Lease is warranted as valid and subsisting with rental paid until December 17th, 1976. Furthermore said leasehold ownership is warranted to be held free of debt or encumberance other than reserved production royalty owesble 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 the acts of the tenant Temple Mountain Industries, Inc. Minimum rental payments of \$ 1600.00 yearly are oweable to the 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 years rental has been paid by Temple Mountain Industries Inc. and in addition;

Temple Mountain Industries Inc. is the sole owner of a certain group of mining claims (unpatented) known as the Weimer Group composed of a total of 31 Claimsor approximately 620 acres more or less, acquired by said Temple Mountain Industries Incorporated in the year of 1966, all assessment work and work required uner Title 30, United States Code and amendments thereto having been complied with by the Temple Mountain Industries Inc., inclusive of those Laws required by the State of Nevada, the title to these claims rests with said Temple Mountain Industries Incorporated, with the exception of those severeign rights held by the United States of America, said claims are located in and on Section 26, Township 36 North Range 49 East, Mount Diablo Meridian.

*** WITNESSETH ***

- The parties hereto nowagree and covenant as follows:

 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 " miners risk".
- 2. It is covenanted and agreed that in consideration of this effort, Temple Mountain Industries Incorporated is to retain the majority interest of any net profit derived from this effort.
- 3. It is furthermore mutually agreed and understood that 9% of any net profit so achieved from the aforestated and described lands shall be paid over and unto the sophisticated investor herein stated.
- 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.

(Page -1-)

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 wodification 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.

i		
•	ARTHUR E, WHITE OF CHARLESTON (BOSTON) MASS.
	has subscribed \$ 500.00 of the goted subscription which the balance is to be paid within 65 days. I INCORPORATED warrants that it will return (NINE net profit derived from the operation of the subsas herein defined, to ARTHUR E, WHITE,	on of \$ 700.00; of
}		of the day
	IN WITNESS WHEREOF this agreement has been execu	ted this 26th day
•	of MARCH 1976	\supset
4	TEMPLE WOUNTAIN	INDUSTRIES INC.
i	Som	PRESIDENT
•	He Nabb-V.P.	mark D
	The Chage	es Lowey
		ott Circle, Salt Lake City, Utah
	Address	
,	SS SS	(
	Personally appeared before me Messrs. T	om P. Costas, Willard Mc Nabb
•	and Roger Lowry, President, Vice President and ively, who depose and state that the aforesaid	sgreement has been approved
	and recorded in the Minutes of the Temple Hour date of March 26th, 1976, all terms, stipular recorded therein.	ACTORS AND COMMITTEE ON STREET
•	Stend	ni Strund
	Notary Residin	Public, g at Salt Lake City, Utah
i :	RECORDED AT REQUEST OF	
	MY COMMISSION EXPIRES: BOOK 101 PAGE 19	
	82 FEB 11 AID: 57	
	SEAL?	
	OFFICIAL PECCHOS EURERA CCURTY NEVADA MILIS A. DEPAQUI - RECORDER FILE 112. 8.3.300 FEE \$ 6.00	
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