## SECOND ASSIGNMENT OF MINING PROPERTIES

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EXXON CORPORATION, a New Jersey Corporation, (herein "Assignor") with an address through its division, Exxon Coal and Minerals Company, of P. O. Box 1314, Houston, Texas 77251, Attention Land Manager, does hereby transfer, assign and quitclaim, without warranty, express or implied, of any kind or nature whatsoever, unto Mount Hope Mines, Inc., a New York Corporation, 65 West Red Oak Lane, White Plains, New York 10604, (herein "Assignee") all of its right, title and interest in and to the following described mining properties and lands in Eureka County, Nevada, to-wit:

(See Exhibit A which is attached hereto and made a part hereof)

reserving, however, unto Assignor the hereinafter described royalty on all minerals produced from said mining properties and lands.

Assignor reserves and Assignee, its successors and assigns, shall pay to Assignor a perpetual one percent (1%) royalty interest in and to and share of all ores, metals, minerals, and metallic substances of whatever nature or type including, but not limited to, all lead, zinc, copper, silver, gold, tin, cobalt, uranium, thorium, platinum, palladium, other platinum group metals, and molybdenum in any form in, on, upon, or under the mining properties and lands, whether minable or recoverable by underground mining, open pit mining, solution mining, or other methods of whatever kind or character. Said one percent (1%) royalty interest and share shall be delivered by Assignee to Assignor in kind at the mine or (if applicable) at the tailgate of any mill, smelter, roaster or other refining facility operated by or for Assignee, free of any expense whatsoever, including, but not limited to, expenses of transportation to any mill, smelter, roaster or

refining facility operated by or for Assignee and any mining, milling, smelting, roasting or further refining performed by or for Assignee, or, at Assignor's election (said election to be a continuing election exercisable from time to time on a monthly basis), Assignee will pay to Assignor (within sixty days after the month of production), one percent (1%) of the total amount of the total gross payments received by Assignee from the purchaser for the ores mined and removed from the mining properties and lands and sold by Assignee either in their raw, crude form, or as concentrates (as below defined), or as refined products (as below defined), less the following deductions: (1) the deductions made by the purchaser for sampling, assays and penalties attributable to Assignor's one percent (1%) interest; (2) the costs of freight, transportation and haulage of concentrates to or for the purchaser away from the mill, smelter, roaster or other refining facility operated by or for Assignee attributable to Assignor's one percent (1%) interest; and (3) any taxes attributable to Assignor's one percent (1%) interest. The term "concentrates" as used herein means the product derived from beneficiation of crude ores to upgrade one or more of the valuable constituents thereof through physical separation from waste material by mechanical means (including, but not limited to, leaching or solution mining). The term "refined products" as used herein means the product derived from smelting, roasting or further refining concentrates. The perpetual royalty interest shall also apply to any after-acquired title hereafter obtained by Assignee or its successors or assigns, including, but not limited to, any mining claims staked or obtained by them or any of them covering all or any part of the land described in or affected by any of the mining properties and lands. Assignor shall have the right of ingress and egress to the mining properties and lands to receive and take delivery of and store (up to six months' royalty production) and remove any royalty concentrates or refined products taken in kind by Assignor as owner of the perpetual royalty interest, and the right to examine, observe and audit Assignee's operations, calculations, books and records relative to the production of or calculation of ores, concentrates, refined products or payments owned by or owing to Assignor as the holder of such perpetual royalty interest.

In the event Assignee, its successors and assigns, should determine not to perform assessment work on one or more unpatented mining claims assigned herein, then Assignee, its successors and assigns, shall offer to Assignor a reassignment of such mining claim or claims not less than sixty (60) days prior to the date work is due to be performed, said offer to include one copy of all factual data obtained from work performed on the mining properties and lands. In the event Assignor elects to accept Assignment from Assignee of part or all of the offered claims, Assignor shall notify Assignee in writing and Assignee shall assign to Assignor all rights, title and interest of Assignee in the accepted claims without reservations of any kind. The Assignment shall be made by sufficient written instrument received by Assignor within ten (10) days following the date of Assignor's request for assignment and a failure by Assignor to request assignment of the offered claims by the date work is due to be performed shall be deemed a rejection of the offer for assignment.

HITNESS EXECUTION HEREOF, this 26 day of August, 1986.

**EXXON CORPORATION** 

By:

Allen T. Johnson Attorney in Fact of

MOUNT HOPE MINES, INC

a. in

which Title

Harold Drimmer, President

6280B

ATTEST:

(N. TADA—Andrine) in Fact)			
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Attached to and made a part of the Second Assignment of Mining Properties dated August 26<sup>14</sup>, 1986, by Exxon Corporation as Assignor, to Mount Hope Mines, Inc., as Assignee. The assigned properties are unpatented lode mining claims, to wit: Eureka County, Nevada.

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