

DEED AND ASSIGNMENT

THIS DEED AND ASSIGNMENT is executed at Reno, Nevada, this 15th day of October, 1956, by and between BLACK BEAR CONSOLIDATED MINING COMPANY, a Nevada corporation, hereinafter referred to as "Black Bear", grantor and assignor, and TONOPAH 76 CONSOLIDATED MINING COMPANY, a Nevada corporation, hereinafter referred to as "Tonopah", grantee and assignee:

WITNESSETH

RECITALS:

1. On July 31, 1953, Wayne W. Coe, Harriet C. Coe and Henry W. Coe entered into a Mining Lease and Option with Charles L. Stuart covering the exploitation of mineral rights in certain patented and unpatented mining claims located in Skamania County, State of Washington. Said Mining Lease and Option is attached hereto, marked Exhibit A and by this reference made a part hereof. On July 28, 1954, said parties entered into an Extension Agreement affecting said Mining Lease and Option, which Extension Agreement is attached hereto, marked Exhibit B and by this reference made a part hereof. The real property (hereinafter referred to as the "property") which is encompassed by said mining claims is more particularly described in Exhibit BB attached hereto and by this reference made a part hereof.

2. On May 28, 1955, Charles L. Stuart, as optionor, executed an option to C. W. Riddell, as optionee, involving the Mining Lease and Option described in Paragraph 1 above. On June 24, 1955, said C. W. Riddell and Estelle Riddell, his wife, assigned to Hazel E. Growdon and W. C. Thorp all of their right, title and interest in and to said option dated May 28, 1955.

3. On November 1, 1955, Charles L. Stuart and Osie M. Stuart, his wife, assigned to Growdon, Thorp and Charles A. Munns all of their right, title and interest in and to the Mining Lease and Option described in Paragraph 1 above, which assignment is marked Exhibit C and by this reference made a part hereof.

4. On June 30, 1955, Growdon, Thorp and Munns, as first parties, and Triumph Uranium and Oil Company, Incorporated, a Utah corporation, as second party, entered into a "Mining Lease and Option" involving the Property. Said Mining Lease and Option was modified by an agreement dated August 16, 1955. A copy of said Mining Lease and Option and Modification is attached hereto, marked Exhibit D, and by this reference made a part hereof.

5. On February 8, 1956, Growdon, Thorp and Munns quitclaimed to Black Bear all of their right, title and interest in and to the patented and unpatented lode mining claims comprising the Property and assigned to Black Bear all of their right, title and interest in and to the various instruments hereinabove described. A copy of said Deed and Assignment is attached hereto, marked Exhibit E and by this reference made a part hereof.

6. By Grant Deed dated April 17, 1956, Triumph Uranium and Oil Company, Incorporated and Alpine Uranium Corporation transferred and assigned all right, title and interest which they had in the Property and in the above described instruments to Black Bear. A copy of said Grant Deed is attached hereto marked Exhibit F.

7. On September 13, 1956, Wayne W. Coe, Harriet C. Coe and Henry W. Coe and Black Bear entered into a Modification of Mining Lease and Option, a copy of which is attached hereto marked Exhibit G.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10,00) and other good and valuable consideration, receipt of which is hereby acknowledged, Black Bear hereby quitclaims to Tonopah all of its right, title and interest in and to the patented and unpatented lode mining claims comprising the Property and assigns to Tonopah all of its right, title and interest in and to the various instruments described in said recitals.

IN WITNESS WHEREOF, the grantor and optionor has executed this Deed and Assignment as of the day and year first above written.

BLACK BEAR CONSOLIDATED MINING COMPANY

By

Ralph Reiner

Ralph Reiner, President

STATE OF NEVADA)
COUNTY OF WASHOE) SS.

On this 15 day of October, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RALPH S. REINER known to me to be the President of BLACK BEAR CONSOLIDATED MINING COMPANY, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Handwritten Signature]

Notary Public in and for said County and State

UNOFFICIAL COPY

MINING LEASE AND OPTION

THIS INDENTURE, made and entered into in quintuplicate in Portland, Oregon, this 31st day of July, 1953, by and between Wayne W. Coe, Harriet C. Coe and Henry W. Coe, as the duly appointed, qualified and acting Trustees under and pursuant to that certain Trust Agreement, dated January 24, 1936, between Mt. St. Helens Consolidated Mining Company, an Oregon corporation, and Wayne W. Coe, R. M. Tuttle and Amadee H. Smith, hereinafter called the "Owners", and Charles L. Stuart, hereinafter called the "Lessee",

WITNESSETH, that

WHEREAS, by a certain deed, dated August 14, 1935, said Mt. St. Helens Consolidated Mining Company conveyed to the United States of America, the title to the lands, located in Skamania County, Washington, particularly described in said deed, subject to the reservation of minerals and rights in said deed mentioned and described, which said deed was recorded on February 13, 1937 in Book 2, page 184 of the Deed records of said county, reference to which said deed is hereby made for particular description of the property conveyed by said deed and the particular land, minerals, property and rights reserved therein to said grantor; and

WHEREAS, in and by said deed, said Mt. St. Helens Consolidated Mining Company reserved the property and rights covered by this lease and option, and hereinafter particularly described, and said owners are now the sole owners of the same; and

WHEREAS, the United States of America owns the surface of the land in and on which the minerals, hereinafter mentioned, are contained, subject to the rights of ingress and egress and use in conducting mining operations therein and thereon, as is specified and provided for in said deed. And,

WHEREAS, by a certain deed, dated January 24, 1936, and recorded on March 30, 1936 in Book Y, page 465 of said deed records, said Mt. St. Helens Consolidated Mining Company, pursuant to, and by authority of, appropriate resolutions of its stockholders and of its board of directors theretofore duly and legally adopted at meetings duly and legally called and held for that purpose, and providing for the liquidation of and dissolution of, said corporation, conveyed the title to the property covered by this lease and option, to Wayne W. Coe, R. M. Tuttle and Amadee H. Smith, as Trustees, upon the trust therein specified, pursuant to the provisions of that certain agreement in writing, dated January 24, 1936 and recorded on March 22, 1938 in Book 2 of Agreements and Leases, at pages 359 and 361 in the office of the auditor of said county, between said Mt. St. Helens Consolidated Mining Company and said Wayne W. Coe, R. M. Tuttle and Amadee H. Smith; and

WHEREAS, said R. M. Tuttle and Amadee H. Smith died prior to June, 1949, and said Wayne W. Coe, the then sole surviving trustee under said trust, did, by virtue of the power vested in him under said agreement, execute a certain instrument dated June 9, 1949, appoint Harriet C. Coe and Henry W. Coe as trustees under said trust, to take the places of said decedents, R. M. Tuttle and Amadee H. Smith; and

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WHEREAS, said Wayne W. Coe, Harriet C. Coe and Henry W. Coe are now the sole trustees under said Trust Agreement, and have, under said agreement, the right, power and authority to execute this instrument;

POSSESSION AND RIGHT TO MINE, ETC.

NOW THEREFORE, the owners, for and in consideration of the royalty herein after reserved, and the agreements herein expressed, and by the lessee to be paid, kept, observed and performed, hereby give and grant unto the lessee, his heirs and assigns, the sole and exclusive right, option and privilege, of exploring for, mining, removing, treating, milling and selling, on the terms and subject to the conditions hereinafter set forth, ALL OF THE MINERALS, the right and title to which were reserved to the grantor in said aforementioned deed from the Mt. St. Helens Consolidated Mining Company to the United States of America, and which are on and in the following described land located in Skamania County, Washington, together with the exclusive right to enter into and upon, and to occupy so much of the surface of the land hereinafter described as may be required for all purposes incidental to exploring for, mining and removing such minerals from said land, provided payment is made to the owners of the surface for damages caused to the land and improvements thereon, as provided by the Act of Congress of February 28, 1925, to-wit:

All of the lands described in the following surveys as shown on the records of the UNITED STATES PUBLIC SURVEY OFFICE:

Mineral Survey No. 621, comprising the Chicago Northwest Discovery, Chicago Northwest Discovery No. 1 and Chicago Northwest Discovery No. 2 lode claims in Sections 29, 30, and 31 in township 10 N. R. 6 E.W.M., containing 37.434 acres;

Mineral Survey No. 780, comprising the Mary No. 1, Mary No. 2, Mary No. 3, Mary No. 4, Mary No. 5, and Mary No. 6 lode claims, in sections 31 and 32 in township 10 N.R. 6 E.W.M. and section 5 in township 9 N.R. 6 E.W.M. containing 94.274 acres;

Mineral Survey No. 779, comprising the Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, and Index No. 12 lode claims, in sections 17, 18, 19 and 20 in township 10 N.R. 6 E.W.M., containing 247.932 acres;

Mineral Survey No. 774, comprising the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12, and Earl No. 13 lode claims, in sections 8, 9, 16 and 17 in township 10 S., R. 6 E.W.M., containing 266.148 acres;

Mineral Survey No. 620, comprising the Denmark Discovery, Norway and Norway Northwest Discovery lode claims in section 31 in township 10 N.R. 6 E.W.M., containing 44.998 acres;

Part of Mineral Survey No. 781-A, including all the Hillside, American No. 1, American No. 2, American No. 3 and American No. 4, Wilson, Alderman, Peak, Merchand, Prince, Sweden No. 1, Baby Barnes, Wayne, Viola Second, Viola First, George and Mamie Lode Claims, containing 319.154 acres; also,

those parts of the Inez, Linnie, Ada, Kabel, Sweden No. 2, Lakeside and Earl Lode claims embraced in Exchange Survey No. 278, containing 74.50 acres; and those parts of The Falls and Spirit Lake Lode claims embraced in Exchange Survey No. 279, containing 28.99 acres; all in section 31 of township 10 N.R. 6 E.W.M., section 36 of township 10 N.R. 5 E.W.M., sections 1 and 12 of township 9 N.R. 5 E.W.M., and section 6 of township 9 N.R. 6 E.W.M., containing in all 1118.43 acres.

POSSESSION AND RIGHT TO MINE, ETC.

1 (continued);

And the owners hereby give and grant to the lessee, his heirs and assigns, the sole and exclusive right and privilege, so long as this lease is in force, to enter into and upon the said lands, covered by this lease and option, and to occupy so much of the surface thereof as may be required for all purposes incidental to the exploring for, and mining and removing of minerals therefrom, as provided by the Act of Congress of February 28, 1925 (43 U.S. Statutes page 1090); and the owners also hereby give and grant unto the lessee, his heirs and assigns, the sole and exclusive right and privilege to use all rails and other equipment and facilities on the land covered by this lease and option, and to use all rights of way for roads and for other purposes owned by the owners, and to occupy and use any and all tunnels, shafts and other workings on said land, together with the right to use and maintain such improvements which have been heretofore made on said land; and the owners also hereby give and grant unto the lessee, his heirs and assigns, the exclusive right to use all rights and privileges which were reserved to said Mt. St. Helens Consolidated Mining Company in its certain deed of conveyance dated July 16, 1935 in and by which it conveyed to the Young Men's Christian Association of Portland, Oregon, its successors and assigns, certain land therein described, which deed was recorded as instrument No. 21073 in Book Y of the Deed Records of Skamania County, Washington on August 2, 1936, reference to which said deed is hereby made for a particular description of the land conveyed thereby and of the rights and privileges reserved therein to said grantor; and the owners hereby also give and grant to the lessee, his heirs and assigns, the right to use and enjoy all rights owned by the owners which are appurtenant to and pertain to, the property covered by this lease and option.

It is understood that the rights herein granted to the lessee by the owners, are not intended, however, to exceed those reserved to the said Mt. St. Helens Consolidated Mining Company in the aforementioned deed from it to the United States of America, and said rights shall be subject to the United States of America, and its successors arising from said deed.

ROYALTY 2. The lessee shall pay to the owners ten per centum (10%), of all proceeds, after deducting from said proceeds the amount of any sales tax, from the sale by the lessee of all ores and concentrates mined, removed and sold and saved from said leased property, based upon the returns from the smelting company and/or the United States Mint, or other purchasers of the products produced from said leased property.

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The lessee shall instruct such smelting company and the United States Mint and such other parties purchasing any of such products, to mail to the owners, in care of the First National Bank of Portland (Oregon), Main Branch, in Portland, Oregon, all monies representing such royalty, for deposit to the credit of the owners, together with a duplicate copy of each and every settlement sheet or statement issued by such smelting company, United States Mint or other parties, pertaining to each such shipment.

All sums so paid shall be credited upon the purchase price if the option to purchase mentioned in paragraph numbered 16 hereof, is exercised.

All of the remainder of such proceeds shall belong solely to the lessee, his heirs and assigns.

TAXES

3. The owners shall pay, before they are delinquent, all taxes which may be assessed against said leased property, up to \$100.00 per year, and any excess shall be paid by the lessee.

LIENS

4. The lessee agrees to protect said leased property against, and to hold it and the owners, harmless from, any and all lawful liens, claims and charges of all kinds which may arise from or in connection with, his operations on or in the leased property, including, but not limited to, those arising on account of labor performed and/or materials furnished to the lessee in and about his operations on or in said leased property and any lawful claims which may be asserted by the owners of any part of the surface of said land, or by others, because of the lessee's said operations.

MANNER OF MINING—LESSEE PAYS COSTS & EXPENSES

5. The lessee shall conduct his operations on said leased property in a miner-like manner, and shall comply with the laws, rules and regulations of all governmental authority relating to such operations, and all of such operations shall be carried on at his own costs and expense.

OWNERS MAY INSPECT

6. The owners, or their agents shall have the right to, at any time during working hours, while this lease and option are in force, go upon the leased property, at their own risk, however, and to enter the tunnels and other workings thereon and therein, to inspect the same, and they shall have the right to, during usual office hours, inspect and make copies of, all books, documents, maps, assays and smelter returns and mint returns, and other records showing the result of the lessee's exploration, development and production operations in and on said leased property, and the proceeds received therefrom.

LESSEE TO KEEP BOOKS AND RECORDS

7. The lessee shall keep complete and accurate books and records in which shall be entered complete and accurate information of his operations on said property, and of the sales and shipments of ore and concentrates mined and produced therefrom, and same shall be open to the inspection and copying of and by the owners, and their agents, during usual office hours.

LESSEE MAY REMOVE EQUIPMENT

8. The lessee shall have the right to at any time, remove from said property, any and all tools, machinery, apparatus, equipment, materials, supplies, and any other property which he may place thereon or therein, from time to time, all of which said property shall at all times be and remain personal property, and shall not at any time be, or considered to be, a part of the realty, and the same shall at all times be and remain the sole and absolute property of the lessee and the owners shall not have any rights, title or interest therein or thereto; PROVIDED, however, that the lessee shall not at any time remove any buildings which he may place on said premises, but the same shall remain thereon and shall be the sole property of the owners upon the termination of this lease.

DEED IN ESCROW

9. At the request of the lessee, his heirs or assigns, the owners shall make, execute, acknowledge and place in escrow with said bank, a good and sufficient deed of general warranty, conveying to the person, persons or corporation designated in said request, which shall be in writing, as the grantee, the title to said leased property described in paragraph numbered 1 hereof, which title shall be warranted in said deed, to be free and clear of all liens and encumbrances, except such as may have been suffered or created by the lessee. Said deed shall be held in escrow by said bank until the total of \$35,000 option price of said property, hereinafter mentioned, has been fully paid to it for the credit of the owners, whereupon said bank shall deliver said deed to the person, persons or corporation mentioned in said written request.

DURATION OF LEASE AND OPTION

10. This lease and option shall continue in force so long as the lessee complies with the provisions thereof; PROVIDED, however, that the lessee, his heirs and assigns, shall have the right to terminate this lease and option and to cease all operations hereunder on said leased property, upon giving to the owners 30 days notice in writing of his intention and desire to terminate the same and to discontinue such operations. Such 30 days period shall begin to run from the day that such notice is mailed, and the termination of the lease and option shall become effective upon the termination of said 30 days period.

In the event of the termination of this lease, as is above provided, or in case this lease is terminated for any other cause whatsoever, then, and in either of such events, the lessee, his heirs and assigns, shall have the right, for a period of 120 days after such termination becomes effective, in which to remove from said leased property, any and all machinery, apparatus, tools, equipment, supplies, materials, rails, fittings, and any and all other property, except buildings, which he or they may have theretofore placed thereon or therein; PROVIDED however, that if the lessee, his heirs or assigns, should be prevented from removing any of such property from said leased premises, within said 120 days period, because of unfavorable weather and/or snow conditions or because of any other cause beyond his control, then the time for removing the same shall be extended for such additional period of time as such removal was prevented by any of the above-mentioned causes. Upon the termination of this lease and option in any manner and for any cause specified and provided for in this instrument, all of the rights and obligations of the lessee, his heirs and assigns hereunder, shall cease and terminate.

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WORK REQUIRED OF LESSEE

11. Subject to the provisions of paragraph numbered 10 and paragraph numbered 14, hereof, the lessee shall perform the following work and carry on the following mining operations on said leased property, unless he is excused from doing so by any of the causes mentioned in paragraph numbered 13 hereof, to-wit:

1. During the first twelve months period after the date hereof, he shall (a) bulldoze a road from Spirit Lake up to the mouth of the tunnel known as the "Sweden tunnel"; and, (b) he shall construct buildings on a building on said property sufficient to house at least eight workmen.

During the said first 12 months period he shall not be required to mine, remove, concentrate or sell any ore, but he may do so if he so desires.

2. During the second 12 months period, after the date hereof, the lessee shall mine not less than 500 tons of ore; and,

3. Subject to the provisions of paragraph numbered 13 and paragraph numbered 14, hereof, during the third 12 months period, and during each 12 months periods thereafter, so long as this lease and option is in force, the lessee shall not less than 1000 tons of ore during each of such 12 months periods, provided that said leased property can, in the judgment of the lessee, his heirs and assigns, be operated at a reasonable profit during each of such 12 months period.

FREE USE OF TUNNELS AND SHAFTS

12. The owners agree, that, as a part of the consideration for this lease and option, in the event the lessee, his heirs and assigns, should hereafter lease or acquire other mining property, or the right to carry on mining operations on any other property, which can be mined, and the ores and concentrates therefrom can be removed through any tunnel, shaft, winz, stope or other workings now on said leased property or which may hereafter be made, driven or sunk thereon, then, the lessee, his heirs and assigns, shall have the right to use, free of charge, any and all such tunnels, shafts, winzes, stopes and other workings for use in exploration, development and/or other mining operations on such other property so leased or acquired, and for the transportation through the same, of ores and other materials produced therefrom, and for the purpose of taking and removing equipment, timbers, materials and supplies to and from such other property, for use in such exploration, development and/or mining operations, and for use in the milling and treatment of the ores mined therefrom. PROVIDED, however, that the rights granted in this paragraph numbered 12 are subject to the rights of the United States of America, and its successors, arising from said deed to it from said Mt. St. Helens Consolidated Mining Company, and shall terminate when this lease and option terminates.

EXCUSES FOR NON-PERFORMANCE BY LESSEE

13. Performance of covenants and conditions imposed upon the lessee hereunder shall be excused while and to the extent that the lessee, his heirs or assigns is or are prevented from complying therewith, in whole or in part, by act of God, law, war, riot, strikes, lockouts, action of the elements, accidents, inability to obtain equipment, materials or labor in the open market or to obtain transportation therefor, rules and regulations of any federal, state, municipal or governmental agency, or by any other cause beyond the reasonable control of the lessee, his heirs or assigns, whether similar or dissimilar to those specifically enumerated and without regard to whether such cause, or any thereof, exists at the date hereof, or thereafter arises.

IF LESSEE IS UNABLE TO OPERATE AT A PROFIT

14. If, at any time after the expiration of three years from the date hereof, the lessee, his heirs or assigns, is or are not able to operate said leased property at a reasonable profit because of the low price of the products produced therefrom, or because of the high price of labor or materials or equipment, or due to any combination of such causes, or due to any other cause or causes beyond his or their control then and in either of such events, the lessee, his heirs and assigns shall have the right to discontinue operations hereunder until said property can again be operated at a reasonable profit, and in that case the lessee, his heirs and assigns shall pay to the owners the sum of \$1200 for each of the five years, beginning on July 31, 1956 and ending on July 31, 1961, and shall pay to the owners \$7,500 for each year after July 31, 1961, in which at least 1000 tons of ore is not mined and sold from said leased property. All sums so paid shall be paid to said bank within 30 days after the end of each of such years, and shall be credited by the owners on account of the purchase price if the option to purchase, hereinafter mentioned, is exercised by the lessee, his heirs or assigns.

TITLE TO PROPERTY

15. The owners represent and guarantee that the title to all of said leased and optioned property, is vested in them in fee simple, as such trustees, free and clear of all liens and encumbrances, and agree that if and when said deed is delivered to the lessee, his heirs or assigns, upon the payment of the full amount of said optioned price, the title to said property will be free and clear of all liens and encumbrances, except such as may have been created or suffered by the lessee, his heirs or assigns.

OPTION TO PURCHASE

16. As a part of the consideration for this lease, and as and for valuable considerations received by the owners from the lessee, the owners hereby give and grant unto the lessee, his heirs and assigns, the exclusive right and option, which shall continue as long as this lease is in force, to purchase said leased property, for the sum of \$350,000.00, and the owners agree that if and when such option is exercised, all sums which have theretofore been deposited with said bank as royalties, or otherwise, shall be credited on account of said purchase price of \$350,000.00, and the lessee, his heirs and assigns, shall at that time pay to said bank, for the credit of the owners, the balance in cash, whereupon the owners shall direct said bank to immediately deliver to the grantee referred to in paragraph numbered 9 hereof, his or its heirs, successors or assigns, the said deed which is required to be deposited with said bank in escrow, as aforesaid.

ASSIGNMENT OF LEASE AND OPTION

17. The lessee shall have the right to assign this lease and option, or an interest therein, without the consent of the owners.

DEFAULT OF LESSEE

18. In the event of default by the lessee, his heirs or assigns, with respect to any condition or covenant hereof, and continuance of such default for 30 days after receipt by lessee of written notice from the owners to the lessee to perform such regarding which the owners claim that the lessee is in default, or in the event such claimed default cannot be cured within 30 days, the failure of the lessee to commence to remedy such default within 30 days and thereafter to diligently prosecute the remedying thereof to completion, the owners shall have the right to, at their option, terminate this lease and option by sending to the lessee a written notice of such termination.

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NOTICES

19. Any notice provided for or required in or by this indenture shall be served by sending a prepaid registered letter addressed to the party to be notified, in the case of the owners, as follows:

To Wayne W. Coe, 1997 S. W. Carter Lane, Portland, Oregon.

In the case of the lessee, as follows:

To Charles L. Stuart, care of F. M. DeNeffe, 910 Icon Building, Portland, Oregon;

PROVIDED, however, that either party hereto may at any time change the name and address of the party to be notified by advising the other party thereof in writing.

OWNERS WILL DISTRIBUTE MONIES TO BENEFICIARIES

20. The owners hereby expressly agree to relieve the lessee, his heirs and assigns, from any and all obligations of seeing as to the proper application of said monies, and agree to save and hold the lessee, his heirs and assigns, harmless from any and all damages and liability, in the event said money, or any part thereof, is not so paid and distributed.

RE: CHAS. A. PALMER AGREEMENTS

21. Heretofore the owners entered into the following written agreements with Chas. A. Palmer, of Los Angeles, California, pertaining to and affecting the property covered by this lease and option:

1. A certain agreement dated April 27, 1946 and recorded on page 627 of Volume G, of Mineral Locations in the office of the auditor of Skanania County, Washington;

2. A certain agreement dated April 27, 1946 and recorded at page 629 of Volume G of Mineral Locations in the office of said auditor; and

3. A certain agreement, dated April 27, 1946, and a certain agreement, dated June 21, 1946, both of which were recorded on Page 645 of Volume G of Mineral Locations in the office of said auditor.

The owners hereby state and declare that said Chas. A. Palmer did not at any time take possession of, or enter into or upon and/or operate any part of the land described in this lease and option, and that he did not, at any time perform, or have performed, any work of any kind upon said land or on any part thereof, and that he has never paid to the owners any money as royalty or otherwise, under his said agreements, and that all of said agreements are now null and void and of no force or effect, and that said Chas. A. Palmer or his heirs or assigns have no right, title or interest of any kind in or to said land or any part thereof.

The owners realize that said agreements to which said Chas. A. Palmer is a party, cast a cloud upon the property covered by this lease and option, and they hereby agree that, as a part of the consideration for this lease and option, they will save and hold the lessee, his heirs and assigns, harmless from any and all claims and demands which said Chas. A. Palmer, his heirs or assigns, may make against said property or against the lessee, his heirs or assigns, because of or under said agreements, or any thereof.

LEASE AND OPTION INURE TO BENEFIT OF HEIRS, etc.

22. This lease and option and all provisions thereof, shall also extend to and shall also be binding upon, all of the successors and assigns of the owners, and the heirs and assigns of the lessee, and it is agreed that the word "lessee", wherever same is used herein, shall include the "lessee's heirs and assigns, and

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EXTENSION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of July, 1954, by and between Wayne W. Coe, Harriett C. Coe and Henry W. Coe, as the duly appointed, qualified and acting Trustees under and pursuant to that certain Trust Agreement, dated January 24, 1936, between Mt. St. Helens Consolidated Mining Company, an Oregon corporation, and Wayne W. Coe, R. M. Tuttle and Anadec R. Smith, hereinafter called the "Owners", and Charles L. Stuart, hereinafter called the "Lessee",

WITNESSETH, that

WHEREAS, on July 31, 1953 the parties hereto executed a certain agreement in writing, dated July 31, 1953, in and by which the Owners leased to the Lessee for mining purposes, and gave to him an option to purchase, all of the minerals located on lands therein particularly described, situated in Skamania County, Washington, under the terms and provisions and subject to the conditions in said agreement provided, to which said agreement reference is hereby made; and

WHEREAS, paragraph numbered 11 of said agreement provides, among other things, as follows:

"1. During the first twelve months period after the date hereof, he shall (a) bulldoze a road from Spirit Lake up to the mouth of the tunnel known as the "Sweden tunnel"; and, (b) he shall construct buildings on a building on said property sufficient to house at least eight workmen."

WHEREAS, the Lessee has not been able to, and will not be able to, do the above mentioned things before July 31, 1954, and has been and will be prevented from doing so because of causes beyond his reasonable control; and

WHEREAS, the Lessee believes that, because of the complex nature of the ore covered by said agreement, and because said property is not accessible by roads, large sums of money will have to be spent for a plant, machinery and equipment to treat said ores and for building a road to said property, and that for the foregoing reasons; the Lessee desires that said agreement be now modified in the following respects: (a) by granting to the Lessee, his heirs and assigns, the extension of time hereinafter set forth, and (b), by reducing the option price of the leased property from \$350,000 to \$300,000.;

NOW THEREFORE, in consideration of the premises, and in consideration of the sum of One Dollar paid this date by the Lessee to the Owners, the receipt of which the Owners hereby acknowledge, and for other good and valuable considerations received and to be received by the Owners from the Lessee, it is hereby mutually agreed by and between said parties as follows:

1. The Owners hereby grant to the Lessee, his heirs and assigns, to and including July 31, 1956 in which to do and perform the above-mentioned things specified in paragraph numbered 11 of said agreement; and the Owners hereby ~~purchase price of said leased property, referred to in par-~~ ~~of said agreement, from \$350,000 to \$300,000.~~

The Lessee agrees that he will, during said extended two years, obtain the necessary finances to enable him to install such plant, machinery and equipment for the treating of said ores, and to build a road to said leased property.

3. It is mutually agreed that all provisions of said agreement dated July 31, 1953 shall be and remain in full force and effect, except as the same or some parts thereof, are herein modified.

IN WITNESS WHEREOF, the Owners have executed this agreement in quintuplicate, the day and year first above written, by the signing below by Wayne W. Coe and Harriett C. Coe, they being two of said Trustees under said Trust Agreement, dated January 24, 1936 mentioned on page 1 hereof, and, as, each two Trustees they are, by said Trust Agreement, authorized to execute this instrument for and on behalf of the three Trustees mentioned on page 2 of said agreement; and said Charles L. Stuart has executed this instrument in quintuplicate on the day and year first above written.

Wayne W. Coe (seal)
Harriett C. Coe (seal)
Henry W. Coe (seal)
By Wayne W. Coe (seal) AND
Harriett C. Coe (seal)

As trustees under said agreement dated January 24, 1936 between said Mt. St. Helens Consolidated Mining Company and said Wayne W. Coe, R. M. Tuttle and Madec H. Smith,

OWNERS

Charles L. Stuart (seal)

State of Oregon
County of Multnomah

This certified that on this 28th day of July, 1954, before me, the undersigned officer, personally appeared Wayne W. Coe and Harriett C. Coe, of the City of Portland, Oregon, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

F. M. DeLaffe
Notary Public for Oregon

SEAL
My commission expires: March 1, 1955

State of Oregon
County of Multnomah

On July 28th, A.D. 1954, personally appeared the above named Charles L. Stuart and acknowledged the foregoing instrument to be his voluntary and legal deed. Before me:

F. M. DeLaffe
Notary Public for Oregon

SEAL
My commission expires: March 1, 1955

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ASSIGNMENT

BOOK 42 PG. 19

BOOK 42 PG. 393

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Charles L. Stuart and Osie M. Stuart, husband and wife, hereinafter called the assignors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them paid by Hazel E. Crowdon, Charles A. Munns and W.C. Thorp, hereinafter called the assignees, receipt whereof the assignors hereby acknowledge, do hereby assign, transfer, set-over and deliver unto said assignees, their heirs and assigns, that certain written agreement, dated July 31, 1953 wherein and whereby Wayne W. Coe, Harriett C. Coe and Henry W. Coe, as Trustees, (hereinafter referred to as "said Trustees"), under a certain written agreement, dated January 24, 1938 between St. Helens Consolidated Mining Company, a corporation, and Wayne W. Coe, R.M. Tuttle and Amadee H. Smith, granted to said Charles L. Stuart, a lease and option to purchase, certain mineral rights described therein located near Spirit Lake in Skamania County, Washington, which said lease and option to purchase was thereafter modified by a certain instrument in writing dated July 28, 1954, and also by a certain instrument in writing dated May 3, 1955, which said instruments of modification were signed by said Trustees and by said Charles L. Stuart. Said lease and option dated July 31, 1953, and said modification instruments dated July 28, 1954 and May 3, 1955, respectively, are by this reference made a part hereof.

As a part of the above mentioned consideration the assignors herein also hereby assign, transfer, set-over and deliver unto the assignees, their heirs and assigns, the said modification agreements and all of their rights, title and interest in and to the same, and also hereby assign, transfer and set over unto said assignees, their heirs and assigns, all of their rights, title and interest in and to the property covered by said lease and option to purchase, and by said modification instruments.

Exhibit C

TO HAVE AND TO HOLD the same, unto the said Hazel E. Crowdon, Charles A. Munn and W. C. Thorp, their heirs and assigns forever, subject however, to all of the terms, provisions and conditions contained in said lease and option to purchase, dated July 31, 1953 and in said instruments of modification dated July 28, 1954 and May 3, 1955.

The foregoing assignments are made subject to that certain instrument in writing, dated May 28, 1955 in and by which the assignors herein granted to C. W. Riddell an option to purchase said property, which said option said C. W. Riddell thereafter assigned, transferred and delivered to said Hazel E. Crowdon, Charles A. Munn and W. C. Thorp, who are now the owners thereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals this first day of November, 1955.

Charles L. Stuart (SEAL)
CHARLES L. STUART

Osie M. Stuart (SEAL)
OSIE M. STUART

BOOK 42 PAGE 21

BOOK 42 PAGE 395

State of Oregon)
County of Multnomah) ss

THIS CERTIFIES, that I, F. M. DeNeffe, a Notary Public in and for the State of Oregon, do hereby certify that on this first day of November, 1955 personally appeared before me, Charles L. Stuart and Osie M. Stuart, his wife, who are to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

F. M. DeNeffe
F.M. DeNeffe)
NOTARY PUBLIC IN AND FOR THE STATE
OF OREGON RESIDING IN THE CITY OF
PORTLAND IN SAID STATE.

NOTARIAL SEAL

My Commission expires March 1, 1959

UNOFFICIAL COPY

Certificate of True Copy

STATE OF WASHINGTON }
County of Skamania } ss.

Alice G. Berg
I, ~~John C. Washburn~~ County Auditor for said Skamania County Washington, do hereby certify that
the annexed and foregoing is a true and correct copy of the Assignment which was filed for
record on January 12, 1956, in Book of Deeds, Volume 41, Page 19
records of Skamania County, Washington.

as the same now appears on file and of record in my office.

In Testimony Whereof, I have hereunto set my hand and official seal this 11th day of
January, 1956.

Alice G. Berg
Skamania County Auditor

By Marilyn Kelly, Deputy

bk. 2 p. 377

MINING LEASE AND OPTION

THIS INSTRUMENT, made and entered into this 30 day of June, 1966, by and between W. C. THOMP, DR. CHARLES A. MORRIS, and HAZEL K. GORDON, First Parties, and TRUENEN URANIUM AND OIL COMPANY, INCORPORATED, a Utah Corporation, Second Party,

WITNESSETH

THAT WHEREAS the First Parties are the owners by assignment of an option to acquire all of the mineral and mining rights pertaining to the hereinafter described patented mining properties, (referred to herein as the mining properties), which option they have acquired by virtue of the following same conveyances:

- (a) A contract between Wayne W. Coe, Harriet C. Coe, and Henry W. Coe, first parties, and Charles L. Stuart, second party, dated July 11, 1963, (herein referred to as the contract of July 11, 1963);
- (b) An extension agreement between Wayne W. Coe, Harriet C. Coe, and Henry W. Coe, first parties, and Charles L. Stuart, second party, dated July 28, 1964, (herein referred to as the extension agreement of July 28, 1964);
- (c) A modification agreement between Wayne W. Coe, Harriet C. Coe, and Henry W. Coe, first parties, and Charles L. Stuart, second party, dated May 3, 1965, (herein referred to as the modification agreement of May 3, 1965);
- (d) An option agreement between Charles L. Stuart, optioner, and C. W. Riddell, optionee, dated May 28, 1965, (referred to herein as the option agreement of May 28, 1965); and
- (e) An assignment of option, between C. W. Riddell, and Hazel K. Gordon and W. C. Thomp, dated June 18, 1966, (herein referred to as the assignment of June 18, 1966); and

WHEREAS, it is the desire of the First Parties to grant a lease and option to the Second Parties for the consideration herein mentioned,

NOW THEREFORE, in consideration of the premises, it is hereby agreed as follows:

1. The mining properties shall consist in all mineral and mining rights (as these rights are defined in the contract of July 31, 1933, and in the option agreement of May 20, 1935, and by such federal and state laws as may be applicable thereto) pertaining to the following described groups of patented mining properties, all of which are located in Franklin County, Washington:

All of the lands described in the following surveys as shown on the records of the United States Public Survey Office:

Mineral Survey No. 621, comprising the Chicago Northwest Discovery, Chicago Northwest Discovery No. 1 and Chicago Northwest Discovery No. 2 lode claims in Sections 29-30 and 31 in Township 10 N, Range 6 East, W. M., containing 37.434 acres.

Mineral Survey No. 750, comprising the Mary No. 1, Mary No. 2, Mary No. 3, Mary No. 4, Mary No. 5, Mary No. 6, lode claims in Sections 21 and 22 in Township 10 N, Range 6 East, W. M., and section 5 in Township 9 N, Range 6 East, W. M., containing 99.274 acres;

Mineral Survey No. 779, comprising the Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, and Index No. 12 lode claims, in Sections 17, 18, 19, and 20 in Township 10 N, Range 6 East, W. M., containing 267.932 acres;

Mineral Survey No. 774, comprising the Karl No. 1, Karl No. 2, Karl No. 3, Karl No. 4, Karl No. 5, Karl No. 6, Karl No. 7, Karl No. 8, Karl No. 9, Karl No. 10, Karl No. 11, Karl No. 12 and Karl No. 13, in Sections 8, 9, 16 and 17 in Township 10 N, Range 6 East of the Willamette Meridian, containing 256.148 acres;

Mineral Survey No. 620, comprising the Danmark Discovery, Norway and Norway Northwest Discovery lode claims in Section 21 in Township 10 N, Range 6 East, W. M., containing 44.999 acres.

Part of Mineral Survey No. 781-A, including all the Hillside, American No. 1, American No. 2, American No. 3 and American No. 4, Wilson, Alderman Peak, Merchants, Princes, Sudden No. 1, Baby Barnes, Wayne, Viola 2nd, Viola 1st, George and Annie, lode claims, containing 219.154 acres; also

These parts of the Inez, Linnie, Ann, Mabel, Susan No. 2, Labeside and Karl lode claims embraced in Exchange Survey No. 278, containing 74.99 acres; and these parts of The Falls and Spirit Lake lode claims, embraced in Exchange Survey No. 279, containing 28.99 acres; all in Section 21 of Township 10 N, Range 6 East, W. M., and Section 25 of Township 10 N, Range 5 East, W. M. and Sections 7 and 12 of Township 9 N, Range 5 East, W. M., and Section 6 of

...

(d)

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at \$100,000. It is to be understood that the sum of \$100,000 is to be paid to the First Parties by the Second Party, as follows:

Containing in all 1118.43 acres, all of which said lands and rights heretofore described and referred to are in Skamania County, Washington.

2. First Parties do hereby grant unto the Second Party a lease and option on the mining properties, subject to the conditions hereinafter provided.

3. The consideration from Second Party to First Parties for the execution of this lease and option shall be as follows:

(a) The sum of \$400,000, which is the amount of money which First Parties are obligated to pay under the five contracts referred to in the preamble to this contract, by which contracts First Parties received their present interest in the mining properties. More specifically, the said \$400,000 obligation includes a \$300,000 obligation to be paid by the aforesaid Charles L. Stuart to the aforesaid Wayne W. Coe, Harriet C. Coe, and Henry W. Coe, or their successors in trust, according to the terms of the aforesaid contract of July 11, 1933, and of the extension agreement of July 28, 1934, and of the modification agreement of May 3, 1935. The aforesaid \$400,000 further includes a \$100,000 obligation to be paid by the aforesaid C. W. Kiddell to the aforesaid Charles L. Stuart, according to the aforesaid option agreement of May 28, 1935. The aforesaid \$300,000 obligation and \$100,000 obligation are to be paid out of a 10% royalty on the net smelter returns, less sales taxes, except for \$10,000, which amount is to be paid in cash by the said C. W. Kiddell to the said Charles L. Stuart on a date to be later determined. Second Party herein agrees to make all royalty payments required to be made by all of the contracts herein referred to in subparagraph 3 (a), and in the manner required, and further promises to make the aforesaid \$10,000 payment on or before October 29, 1935. It is agreed that all payments made by Second Party, pursuant to this paragraph, shall be credited to the Second Party on the aforesaid \$400,000 obligation. The four contracts referred to in this subparagraph and the assignment of June 10, 1935, are hereby incorporated herein, and are made a part of this contract.

(b) The sum of \$381,000, payable to the First Parties by the Second Party, as follows:

be. 412

(1) The sum of 10,000 is paid coincidentally with the signing of this agreement, receipt of which is hereby acknowledged;

(2) The sum of 100,000 payable by the Second Party to the First Parties upon the completion of the underwriting now being contemplated by the Second Party, but in no event later than February 28, 1936.

(3) The sum of 100,000 payable by the Second Party to the First Parties not later than September 30, 1937.

(4) 60,000 shares of stock in the Second Party shall be transferred immediately to the First Parties. This stock shall be valued, for purposes of this contract, at \$1.25 per share, and said 60,000 shares shall result in a credit of 75,000 on the aforesaid purchase price. It is understood and agreed that the Second Party's present plans contemplate the calling of its capital stock at \$1.25 per share. If the offering price of said stock should be less than \$1.00 per share, then Second Party agrees to pay, in cash, to the First Parties, such sum of money as shall make up the difference between the actual offering price, and \$1.00 per share, so that the First Parties shall receive a minimum of 60,000 in cash or its stock equivalent. Said sum of money shall be paid within 90 days after the said stock shall have been offered to public for sale.

(5) A royalty equal to fifteen per cent of the net profits accruing to the Second Party from the operation of the mining properties, which amount shall be paid to the First Parties until the total balance of 100,000 shall have been paid.

(6) The performance by the Second Party in the manner, and on the dates specified, of all work commitments or other commitments which may be required to be performed, in accordance with the provisions of the five contracts referred to in the preamble of this contract.

4. It is agreed that all payments of accounts required to be paid by the Second Party to the First Parties, herein, shall be distributed as follows:

- W. C. Terry 25 1/2%
- Dr. Charles A. ... 25 1/2%
- Samuel E. ... 25 1/2%

It is agreed that Second Party shall have until August 1, 1955, to thoroughly investigate the mining properties through geologists and engineers.

At the expiration of that time, Second Party may elect to refuse the lease and option, in which case this contract shall be thereby cancelled. The \$6,000 already paid to the First Parties shall be forfeited, as liquidated damages.

In the event that the Second Party should elect to affirm the lease and option, then it shall commence immediately, and shall proceed with diligence to perform the following work, which work shall be completed by September 15, 1955:

- (a) clear and repair a usable road from the lake to the mouth of the Sweden tunnel; and
- (b) clean out the Sweden tunnel of all obstructing debris, and clean out the air so that the same may be entered in safety; provided, however, that Second Party shall not be required to move in excess of 60 tons of debris.

In the further event that Second Party should indicate its desire to affirm this lease and option, on August 1, 1955, as aforesaid, then it shall forthwith become a lessee of the mining properties, and shall enjoy all of the rights and privileges prescribed by law, and customarily accorded to lessees of mining properties. After the Second Party shall have made all of the payments herein prescribed, it shall receive from First Parties, by good and sufficient warranty deed, title to the mineral and mining rights and privileges as defined in paragraph 1 of this contract. Said title shall be clear and unencumbered, and all five of the contracts referred to in the preamble of this contract, shall be valid, subsisting contracts and in full force and effect. If at any time prior to the payment of the full consideration herein required, the Second Party should abandon this contract, and its rights thereunder, then such rights shall be considered forfeited to the First Parties, and this contract shall be thereby cancelled. In such event, however, neither party shall have any further liability hereunder, except for any payments or performances which may have become delinquent at the time of the said abandonment and cancellation. In the event of abandonment or cancellation by Second Party, as aforesaid, all obligations which may have been individually incurred by the Second Party, or by the

First Parties, shall be individually discharged by the parties so insuring them.

6. No forfeiture of Second Party's rights under this contract shall be declared by First Party for failure to perform any of the covenants herein required, unless the Second Party shall have been first given forty-five days written notice, during which time it may make good any deficiency or delinquency in its performance. This forty-five day grace period, however, shall have no application to Second Party's obligation to perform any of the work commitments required by any of the five contracts referred to in the preamble of this contract, nor to the work commitment referred to in paragraph 5 (a) and (b) herein, nor to the payment of the \$10,000 referred to in paragraph 3 (a) herein.

7. It is agreed that all of the documents and papers pertaining to this contract, including all the contracts referred to in the preamble to this contract, and including the appropriate documents of transfer from First Parties to Second Party of the mining properties, shall be placed in escrow. Said documents, with the exception of the documents of transfer, shall be held in escrow until the Second Party shall have made the \$100,000 payment required to be made by it on February 23, 1956, according to the provisions of 3 (b) (2) herein. The documents of transfer, however, shall be retained in escrow until such time as Second Party shall have made all payments and performed all work commitments herein required. At that time, said documents of transfer shall be released and delivered to the Second Party by the escrow holder. If Second Party should not perform in the manner indicated, then said documents of transfer shall be returned to the First Parties, or to their successors.

8. It is agreed that one copy of this contract shall be sent to the office of the County Recorder of Skamania County, Washington, for recording.

9. It is agreed by the Second Party hereto that all work performed by it shall be performed in a minerlike fashion, and consistent with the accepted practices in the mining profession.

10. It is agreed that the First Parties herein shall have access to these records of Second Party as may be necessary to inspect to enable them to

June 30 1965

accurately compute the tonnage of ore removed from the mining properties, and the sums received therefor, and all other figures which may be necessary for First Party to know in order to enforce the provisions of this agreement.

11. It is agreed that all engineers' reports, geological data, logs of core drillings, maps, and other information pertaining to the mining properties acquired by the Second Party pursuant to the performance of this contract, shall be made available to the First Parties by furnishing them copies thereof (at first parties' expense) and by giving to first parties access to the originals.

12. It is agreed that upon the termination of this agreement, either through cancellation, or abandonment, or breach, or for other causes, the second party shall have the right to remove from the mining premises all properties which it may have brought onto the premises, if the removal thereof can be accomplished without doing permanent injury to the real estate.

Dated this 30 day of June, 1965.

FIRST PARTIES

[Signature]
[Signature]
[Signature]

SECOND PARTY

[Signature]
Triumph Uranium and Oil Company, Incorporated,
by Airlan W. Cannon, President
[Signature]
Attest: C. Marden Casler, Secretary

(Seal)

AMENDMENT TO MINING LEASE AND OPTION,
AND TO ESCROW AGREEMENT

THIS AGREEMENT entered into this ___ day of August, 1955, by and between W. C. THOMP, DR. CHARLES A. MENNS, and EARL E. CROFTON, First Parties, and TRIUMPH URANIUM AND OIL COMPANY, INCORPORATED, a Utah Corporation, Second Party,

W I T N E S S E T H

THAT WHEREAS, the First and the Second Parties did, on the 30th day of June, 1955, enter into a basic Mining Lease and Option, hereinafter referred to as the Lease and Option, and

WHEREAS, one David S. King, did, on the said 30th day of June, 1955, sign an escrow agreement, hereinafter referred to as the Escrow Agreement, which was approved and ratified by the First and the Second Parties, under the terms of which the said David S. King, as escrow holder, did agree to hold certain papers referred to in the Lease and Option, on the terms and conditions set forth in the said Lease and Option, and Escrow Agreement, and

WHEREAS, it is the desire of the First and the Second Parties to amend the foregoing Lease and Option and Escrow Agreement,

NOW THEREFORE, in consideration of the premises, and of the mutual covenants and promises herein contained, it is agreed that the Lease and Option and the Escrow Agreement are hereby amended in the particulars herein set forth.

1. Paragraph 3 of the Lease and Option is amended as follows:

(a) The date "October 28th, 1955" appearing in line 18 of subparagraph (a) of said paragraph 3, shall be amended to read "October 1, 1955", to the end that Second Party, shall be required to make the \$10,000.00 payment referred to in said paragraph 3 by October 1, 1955.

(b) The figure "\$381,000.00" appearing in line 1 of subparagraph (b) of said paragraph 3 is amended to read "\$306,000.00".

WITNESSES

(c) Subparagraph 3 (b) (2) is amended in its entirety, to read as follows:

"(2) The sum of \$100,000.00, payable as follows: \$25,000.00 shall be payable on or before March 30, 1956, and the balance of \$75,000.00 shall be payable on or before May 30th, 1956."

(d) Subparagraph 3 (b) (4) is cancelled in its entirety, and subparagraph 3 (b) (5) is hereafter designated as subparagraph 3 (b) (4). Consent is hereby given by the First Parties to David S. King, escrow holder, to release to the Second Party all certificates of stock formerly issued by the Second Party to the First Parties, pursuant to the Lease and Option, and now held by the said David S. King pursuant to the Lease and Option, and Escrow Agreement. It is agreed that said shares of stock shall be forthwith cancelled.

2. Paragraph 5 of the Lease and Option is cancelled in its entirety, and in lieu thereof, the following paragraph 5 is substituted:

"5. Second Party hereby accepts the lease and option granted to it by First Parties, under paragraph 3 hereof. To that end, Second Party agrees to perform all of the conditions required under the Option Agreement of May 20th, 1955, in order to qualify to receive the lease referred to in said Option Agreement of May 20th, 1955, as Exhibit "A". It is agreed, however, that when said lease referred to as Exhibit "A" is finally signed, it will be signed in the name of the First Parties, and will then be assigned to the Second Party, or to their assigns.

Second Party agrees, however, to raise the \$10,000.00 referred to in subparagraph 3 (a) on or before October 1, 1955. This \$10,000.00 shall be used by the First Parties for the full \$10,000.00 payment required to be made under paragraph 15 of the proposed Lease and Option identified as Exhibit "B" in the Option Agreement of May 20th, 1955.

It is further agreed that if the Second Party should pay the aforesaid \$10,000.00 to the First Parties by October 1, 1955, as aforesaid, and if the Second Party should qualify to receive a valid assignment of the aforesaid proposed Lease and Option identified as Exhibit "B" in the Option Agreement of May 20th, 1955, then the executed lease, and all other papers pertinent to the transaction shall be placed in escrow with David S. King, escrow holder, for the purpose of retaining the same for the First and the Second Parties until the fulfillment of all covenants and promises herein contained. Should the Second Party fail to qualify to receive an assignment of the aforesaid Proposed Lease and Option identified as Exhibit "B" in the Option Agreement of May 20th, 1955, either by its failure to raise the aforesaid \$10,000.00, or by its failure to perform any of the other covenants required to be performed in the Option

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Agreement of May 20th, 1933, then this Lease and Option, as amended, shall be forthwith cancelled and terminated. Likewise, if Second Party should receive an assignment of the aforesaid Proposed Lease and Option identified as Exhibit "B" in the Option Agreement of May 20th, 1933, but should thereafter fail to perform the covenants required in said Proposed Lease to be performed, then said lease, as well as this Lease and Option, shall be cancelled and terminated. In the event of such cancellation or termination, all accrued papers shall be immediately surrendered by the said David S. King to their respective owners, as follows: all of the First Parties' papers, including the executed leases, shall be surrendered to the law firm of Senior and Senior, and all papers belonging to the Second Party shall be surrendered to their duly appointed agent. In the event of such cancellation, all payments made, or benefits extended, by the Second Party to the First Parties shall be retained by the First Parties as liquidated damages, but neither party shall be liable over, to the other party, for breach of contract, except that they shall be liable for any payments which may have become delinquent prior to the date of cancellation. Obligations individually incurred by First, or Second Parties, shall be individually discharged by them.

Second Party promises and undertakes to perform the following work commitments on or before October 20th, 1933: It shall spend up to a maximum of \$3,000.00 in building a road, and necessary bridges, to the north of the Sweden mine. To the extent that the aforesaid \$3,000.00 permits, it shall also clean out the Sweden-Hermy tunnel, by removing obstructing debris, and shall clean out and rejuvenate the air therein, to permit safe access and exploration. Should there be a residue of money, after the above expenditures, such residue shall be spent in timbering presently existing tunnels and stopes. This work requirement shall go to the essence of the consideration of this contract, and failure to perform the same shall constitute grounds for cancelling this Lease and Option.

The Second Party, by virtue of its election, herein expressed, to accept the lease of the mining properties, is hereby given and accorded the status of a lessee of such properties, and is hereby given all of the rights and privileges prescribed by law, and customarily accorded to lessees of mining properties. After the Second Party shall have made all of the payments herein prescribed, it shall receive from First Parties, by good and sufficient warranty deed, title to the mineral and mining rights and privileges as defined in paragraph 1 of this Lease and Option. Said title shall be clear and unincumbered, and all five of the contracts referred to in the preamble to this contract, shall be valid, subsisting contracts and in full force and effect.

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Paragraph 6 of the Lease and Option shall be amended by striking the words "(a) and (b)", appearing in line 8 of said paragraph 6, so that the said line 8 shall now read: "...tract, nor to the work commitment referred to in paragraph 5 herein."

In all respects the original Lease and Option shall remain in full force and effect, except as herein otherwise specifically provided.

The Lease Agreement shall be considered to be amended in its phraseology in such manner as to conform to the provisions of this Amendment to Mining Lease and Option, to the end that it might be consistent therewith. To that end, this Amendment to Mining Lease and Option is hereby incorporated by reference into the original Lease Agreement, and is made a part thereof.

In all other respects, the Lease Agreement is hereby confirmed and ratified. The signing of this document by David S. King constitutes his assent to its provisions, and his agreement to be bound thereby.

IN WITNESS WHEREOF, the foregoing parties have, on the day and year aforesaid, subscribed their signatures.

BY David S. King
Charles A. Murren
Hazel E. Howdon

SECOND PARTY:
TRIUMPH URANIUM AND OIL COMPANY, INCORPORATED

BY Adrian W. Cannon
President

BY E. Maraden Cozier
Secretary



STATE OF UTAH)
) ss.
County of Salt Lake)

On the 16th day of August, 1955, appeared before me the aforesaid
W. C. THORP, JR. CHARLES A. MINNIS and HAZEL E. OGDEN each of whom was personally
known to me, and each of whom did, upon oath, acknowledge to me that he,
or she, did execute the foregoing Amendment to Mining Lease and Option, and to
Lease Agreement.

My Commission Expires:
11/21/58

David S. King
David S. King,
Notary Public, residing at Salt
Lake City, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 16th day of August, 1955, personally appeared before me the
aforesaid Adrian W. Cannon, who was known to me to be the duly qualified and
acting president of the Triumph Uranium and Oil Company, Incorporated, and who,
upon his oath, did acknowledge to me that he did sign the above lease and op-
tion by authority of a resolution of the board of directors of the said Triumph
Uranium and Oil Company, Incorporated.

MY COMMISSION EXPIRES:
11/21/58

David S. King
Notary Public, residing at Salt
Lake City, Utah

DEED AND ASSIGNMENT

THIS DEED AND ASSIGNMENT executed at Salt Lake City, Utah, this ^{8th} day of February, A.D. 1956, by and between Hazel E. ^{Portland Oregon} ~~Growdon of Inyo Co., California~~ (hereinafter referred to as "Growdon"), W. C. Thorp of Yakima, Washington (hereinafter referred to as "Thorp"), and Charles A. Munns of Brigham City, Utah (hereinafter referred to as "Munns"), Grantors and Assignors, and Black Bear Consolidated Mining Company, a Nevada corporation, (hereinafter referred to as "Black Bear"), Grantee and Assignee;

WITNESSETH:

RECITALS:

1. On January 5, 1954, Growdon, as lessee and optionee, entered into a mining lease and option with Paul Mix and Dorothy Mix, as lessors and optionors, covering the following described unpatented lode mining claims situated in the Ubehebe Mining District, Inyo County, California, to-wit:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>
Ubehebe Copper	67	433
Ubehebe Copper No. 1	67	435
Ubehebe Copper No. 2	67	437
Ubehebe Copper No. 3	67	439
Ubehebe Copper No. 4	67	441
Ubehebe Copper No. 5	67	443

2. On February 14, 1955, Growdon, as lessee and optionee, entered into a mining lease and option with Bev Hunter and Ruth Hunter, as lessors and optionors, covering the following described unpatented lode mining claims situated in the Ubehebe Mining District, Inyo County, California, to-wit:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>
Copper Queen No. 1		
Copper Queen No. 2		
Copper Queen No. 3		
Copper Queen No. 4		
Copper Queen No. 5		
Copper Queen No. 6		
Tanforan No. 1		
Tanforan No. 2		
Alpine No. 1	73	257
Alpine No. 2	73	259
Alpine No. 3	73	261
Alpine No. 4	73	263
Alpine No. 5	73	264
Alpine No. 6	73	266

Said mining lease and option was modified by an amendment dated October 11, 1955.

3. On January 25, 1955, Growdon entered into an agreement with Alpine Uranium Corporation, a Utah corporation, involving the leases and options described above in Recitals Nos. 1 and 2.

4. On August 29, 1955, Paul Mix and Dorothy Mix, lessors and optionors under the lease and option described in Recital No. 1 supra, assigned to Munns all of their right, title and interest in and to said lease.

5. On July 31, 1953, Wayne W. Coe, Harriett C. Coe and Henry C. Coe, as lessors and optionors, entered into a mining lease and option with Charles L. Stuart, as lessee and optionee, covering all of the minerals in and under the following described patented lode mining claims situated in Skamania County, Washington, to-wit:

Mineral Survey No. 621, comprising the Chicago Northwest Discovery, Chicago Northwest Discovery No. 1 and Chicago Northwest Discovery No. 2 lode claims in Sections 29, 30 and 31 in Township 10 North, Range 5 East, W. M., containing 37.434 acres;

Mineral Survey No. 780, comprising the Mary No. 1, Mary No. 2, Mary No. 3, Mary No. 4, Mary 5 and Mary No. 6 lode claims, in Sections 31 and 32 in Township

10 North, Range 6 East, W. M., and Section 5 in Township 9 North, Range 6 East, W. M., containing 99.274 acres;

Mineral Survey No. 779, comprising the Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, and Index No. 12 lode claims, in Sections 17, 18, 19 and 20 in Township 10 North, Range 6 East, W. M., containing 247.932 acres;

Mineral Survey No. 774, comprising the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12, and Earl No. 13 lode claims in Sections 8, 9, 16 and 17 in Township 10 South, Range 6 East, W. M., containing 266.148 acres;

Mineral Survey No. 620, comprising the Denmark Discovery, Norway and Norway Northwest Discovery lode claims in Section 31 in Township 10 North, Range 6 East, W. M., containing 44.998 acres;

Part of Mineral Survey No. 781-A, including all the Hillside, American No. 1, American No. 2, American No. 3 and American No. 4, Wilson, Alderman Peak, Merchand, Prince, Sweden No. 1, Baby Barnes, Wayne, Viola Second, Viola First, George and Mamie lode claims, containing 319.154 acres; also,

those parts of the Inez, Linnie, Ada, Mabel, Sweden No. 2, Lakeside and Earl lode claims embraced in Exchange Survey No. 278, containing 74.50 acres; and those parts of The Falls and Spirit Lake lode claims embraced in Exchange Survey No. 279, containing 28.99 acres; all in Section 31 of Township 10 North, Range 6 East, W. M., Section 36 of Township 10 North, Range 5 East, W. M., Sections 1 and 12 of Township 9 North, Range 5 East, W. M., and Section 6, of Township 9 North, Range 6 East, W. M.,

containing in all 1118.43 acres.

6. On May 28, 1955, Charles L. Stuart, as optionor, executed an option to C. W. Riddell, as optionee, involving the mining lease and option described in Recital No. 5 supra. On June 24, 1955, said C. W. Riddell and Estelle Riddell, his wife, assigned to Growdon and Thorp all of their right, title and interest in and to said option dated May 28, 1955.

7. On November 1, 1955, Charles L. Stuart and Osie M. Stuart, his wife, assigned to Growdon, Thorp and Munns all of their right, title and interest in and to the mining lease and option described in Recital No. 5 supra.

8. On June 30, 1955, Growdon, Thorp and Munns, as First Parties, and Triumph Uranium and Oil Company, a Utah corporation, as Second Party, entered into a "mining lease and option" involving the Skamania County, Washington, property described in Recital No. 5 supra. Said "mining lease and option" was modified by an agreement dated August 16, 1955.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, Growdon, Thorp and Munns hereby quitclaim to Black Bear all of their right, title and interest in and to the patented and unpatented lode mining claims hereinabove described in Recitals Nos. 1, 2 and 5, and assign to Black Bear all of their right, title and interest in and to the various instruments described in said Recitals.

IN WITNESS WHEREOF the Grantors and Assignors have executed this deed and assignment as of the day and year first above written.

Hazel E. Growdon
Hazel E. Growdon

W. C. Thorp
W. C. Thorp

Charles A. Munns
Charles A. Munns

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 8th day of February, A.D. 1956, before me, Joan Hammond, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Hazel E. Growdon, known to me to be one of the persons whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Joan Hammond
Notary Public in and for said
County and State

My commission expires
November 3, 1959

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this day personally appeared before me Hazel E. Growdon, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of February, A.D. 1956.

Joan Hammond
Notary Public, in and for the State
of Utah, residing at Salt Lake City

My commission expires
November 3, 1959

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 8th day of February, A.D. 1956, before me, Joan Hammond, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. C. Thorp, known to me to be one of the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Joan Hammond
Notary Public in and for said
County and State

My commission expires
November 3, 1959

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~~Handwritten scribbles and numbers~~

42 p. 404

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

~~Official Seal~~
~~Notary Public~~
~~Handwritten signature~~

On this day personally appeared before me E. C. [unclear], to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of February, A.D. 1956.

My commission expires November 3, 1959

Jean Hammond
Notary Public, in and for the State of Utah, residing at Salt Lake City

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 5th day of February, A.D. 1956, before me, Jean Hammond, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Charles A. Murns, known to me to be one of the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

My commission expires November 3, 1959

Jean Hammond
Notary Public, in and for said County and State

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this day personally appeared before me Charles A. Murns, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of February, A.D. 1956.

My commission expires November 3, 1959

Jean Hammond
Notary Public, in and for the State of Utah, residing at Salt Lake City

April 17, 1956

GRANT DEED

ALPINE URANIUM CORPORATION, a Utah Corporation, by Adrian W. Cannon, President, and by G. Marsden Cazier, Secretary; and TRIUMPH URANIUM AND OIL COMPANY, INCORPORATED, a Utah Corporation, by Adrian W. Cannon, President, and by G. Marsden Cazier, Secretary, Grantors, do hereby grant unto the BLACK BEAR CONSOLIDATED MINING COMPANY, a Nevada Corporation, Grantee, the following described real estate, located in Skamania County, State of Washington:

All of the lands described in the following surveys as shown on the records of the United States Public Survey Office:

Mineral Survey No. 621, comprising the Chicago Northwest Discovery, Chicago Northwest Discovery No. 1 and Chicago Northwest Discovery No. 2 lode claims in Sections 29-30 and 31 in Township 10 N, Range 6 East, W. M., containing 37.434 acres.

Mineral Survey No. 780, comprising the Mary No. 1, Mary No. 2, Mary No. 3, Mary No. 4, Mary No. 5, Mary No. 6, lode claims in Sections 31 and 32 in Township 10 N, Range 6 East, W. M., and Section 5 in Township 9 N, Range 6 East, W. M., containing 99.274 acres;

Mineral Survey No. 779, comprising the Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, and Index No. 12, lode claims, in Sections 17, 18, 19, and 20 in Township 10 N, Range 6 East, W. M., containing 247.932 acres;

Mineral Survey No. 774, comprising the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12 and Earl No. 13, in Sections 8, 9, 16 and 17 in Township 10 N, Range 6 East of the Willamette Meridian, containing 266.148 acres;

Mineral Survey No. 620, comprising the Denmark Discovery Norway and Norway Northwest Discovery lode claims, in Section 31 in Township 10 N, Range 6 East, W. M., containing 44.998 acres.

Part of Mineral Survey No. 781-A, including all the Hillside, American No. 1, American No. 2, American No. 3 and American No. 4, Wilson, Alderman Peak, Merchand, Prince, Sweden No. 1, Baby Barnes, Wayne, Viola 2nd, Viola 1st, George and Mamie, lode claims, containing 319.154 acres; also

Exhibit F

Those parts of the Inez, Linnie, Ada, Mabel, Sweden No. 2, Lakeside and Earl Lode Claims embraced in Exchange Survey No. 278, containing 74.50 acres; and those parts of The Falls and Spirit Lake Lode Claims, embraced in Exchange Survey No. 279, containing 28.99 acres; all in Section 31 of Township 10 N, Range 6 east, W. M., and Section 30 of Township 10 N, Range 5 East, W. M. and Sections 1 and 12 of Township 9 N, Range 5 East, W. M., and Section 6 of Township 9 N, Range 6 East, W. M.

Containing in all 1118.43 acres, all of which are lands and rights hereinbefore described and referred to are in Skamania County, Washington.

GRANTORS further convey and transfer, by these presents, all right, title, and interest which they, or either of the, may have in that certain contract heretofore executed between the aforesaid Triumph Uranium and Oil Company, Incorporated, and one W. C. Thorp, Dr. Charles A. Munns, and Hazel E. Crowden, dated June 30, 1955, with regard to the above-described properties, which contract was amended on August 16, 1955.

The Grantors, by these presents, do make the following warranties and covenants, and none others: They do warrant that all interest which they now have in the above-described real estate or in any contract pertaining thereto, is transferred, by these presents, to the Grantee; and they do further warrant that the Grantors have not, previous to this conveyance, transferred or conveyed their interest therein to any other party, and that at the time of this conveyance, the property is free from any encumbrance given, made or suffered by Grantors or any person claiming under them.

IN WITNESS WHEREOF, the Grantors herein have hereunto subscribed their names, and corporate seals, on the day and year aforesaid.

ALPINE URANIUM CORPORATION:

By Adrian W. Cannon
Adrian W. Cannon, President

By G. Marsden Grazier
G. Marsden Grazier, Secretary

BOOK 42 INC 417

TRIUMPH URANIUM AND OIL COMPANY,
INCORPORATED,

By Adrian W. Cannon
Adrian W. Cannon, President

By G. Marsden Cazier
G. Marsden Cazier, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 17th day of April, 1956, appeared before me the
aforesaid Adrian W. Cannon, and the aforesaid G. Marsden Cazier,
both of whom were personally known by me to be the President and
the Secretary, respectively, of the Alpine Uranium Corporation, and
of the Triumph Uranium and Oil Company, Incorporated, respectively,
and each of whom, upon his respective oath, did acknowledge that
each did sign the aforesaid Grant Deed, both on behalf of the said
Alpine Uranium Corporation, and on behalf of the said Triumph
Uranium and Oil Company, Incorporated, in the manner indicated,
and that said action was taken, and signatures affixed on behalf
of said corporations pursuant to an appropriate resolution of
the boards of directors of both of the said corporations.

Daniel S. King
Notary Public, residing in
Salt Lake County, Utah.

My Commission expires:
Nov. 23, 1958

MODIFICATION OF MINING LEASE AND OPTION

THIS AGREEMENT is made and entered into this 13th day of September, 1956, by and between HAYNE W. COE, HAZLITT C. COE and HENRY W. COE, as the duly appointed, qualified and acting trustees under and pursuant to that certain trust agreement dated January 24, 1936, between LT. ST. HELENS CONSOLIDATED MINING COMPANY, an Oregon corporation, and HAYNE W. COE, R. M. TUTTLE, and AMADRE H. SMITH, hereinafter called the "Owners", and BLACK BEAR CONSOLIDATED MINING COMPANY, a Nevada corporation, hereinafter called the "Lessee".

This Modification is executed in view of the following facts and circumstances:

A. On July 31, 1953, the Owners, as Lessee and optioners, entered into a mining lease and option with Charles L. Stuart, as Lessee and optionee, covering all the minerals in and under the following described patented lode mining claims situated in Skamania County, Washington, to wit:

Mineral Survey No. 621, comprising the Chicago Northport Discovery, Chicago Northport Discovery No. 1 and Chicago Northport Discovery No. 2 lode claims in Sections 29, 30 and 31 in Township 10 North, Range 6 East, T.11., containing 37.434 acres;

Mineral Survey No. 780, comprising the Mary No. 1, Mary No. 2, Mary No. 3, Mary No. 4, Mary No. 5 and Mary No. 6 lode claims, in Sections 31 and 32 in Township 10 North, Range 6 East, T.11., and Section 5 in Township 9 North, Range 6 East, T.11., containing 99.274 acres;

EXHIBIT G

Mineral Survey No. 779, comprising the Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, and Index No. 12 lode claims, in Sections 17, 18, 19 and 20 in Township 10 North, Range 6 East, W.M., containing 247.932 acres;

Mineral Survey No. 774, comprising the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12, and Earl No. 13 lode claims in Sections 8, 9, 16 and 17 in Township 10 South, Range 6 East, W.M., containing 266.148 acres;

Mineral Survey No. 620, comprising the Denmark Discovery, Norway and Norway Northeast Discovery lode claims in Section 31 in Township 10 North, Range 6 East, W.M., containing 44.998 acres;

Part of Mineral Survey No. 781-A, including all the Hillside, American No. 1, American No. 2, American No. 3 and American No. 4, Wilson, Alderman Peak, Korchard, Prince, Sweden No. 1, Baby Barnon, Wayne, Viola Second, Viola First, George and Kamie lode claims, containing 319.154 acres; also,

those parts of the Inez, Linnie, Ada, Mabel, Sweden No. 2, Lakecide and Earl lode claims embraced in Exchange Survey No. 278, containing 74.50 acres; and those parts of The Falls and Spirit Lake lode claims embraced in Exchange Survey No. 279, containing 28.99 acres; all in Section 31 of Township 10 North, Range 6 East, W.M., Section 36 of Township 10 North, Range 5 East, W.M., Sections 1 and 12 of Township 9 North, Range 5 East, W.M., and Section 6 of Township 9 North, Range 6 East, W.M.,

containing in all 1118.43 acres.

On July 28, 1954, the Owners and Charles L. Stuart entered into an extension agreement dealing with certain of the terms of the prior agreement dated July 31, 1953. On June 25, 1956, Wayne W. Coe agreed to extend the time limit on certain of the work required to October 31, 1956.

B. On May 28, 1955, Charles L. Stuart, as optionor executed an option to C. W. Riddell, as optionee involving the mining lease and option described in Paragraph A. On June 24, 1955, C. W. Riddell and Estelle

Riddell, his wife, assigned to Hazel E. Growdon, and W. C. Thorpe all of their right, title and interest in and to said option dated May 28, 1955.

C. On November 1, 1955, Charles L. Stuart and Osie M. Stuart, his wife, assigned to Growdon, Thorpe and Charles A. Funnis, all of their right, title and interest in and to the mining lease and option described above in Paragraph A.

D. On June 30, 1955, Growdon, Thorpe and Funnis, as first parties, and Triumph Uranium and Oil Company, Incorporated, a Utah corporation, as second party, entered into a mining lease and option, involving the property in Skamania County, Washington, more particularly described above in Paragraph A. Said "Mining Lease and Option" was modified by an agreement dated August 16, 1955.

E. On February 8, 1956, Growdon, Thorpe and Funnis quitclaimed and assigned to Lessee all of their right, title and interest in and to the patented lode mining claims hereinabove described in Paragraph A., and all of their right, title and interest in and to the various instruments hereinabove described. Pursuant to an agreement between Triumph Uranium and Oil Company, Incorporated, and lessee dated December 20, 1955, Lessee is also acquiring all of the right, title and interest of Triumph Uranium and Oil Company, Incorporated, in and to said property and under said "Mining Lease and Option" executed by Growdon, Thorpe and Funnis.

F. As the successor by the above described means assignments to all of the right, title and interest of

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THIS AMENDMENT TO LEASE OF THE LAND OF THE UNITED STATES OF AMERICA
TO CHARLES L. STUART BY THE UNITED STATES OF AMERICA

Charles L. Stuart in and to said property under said agree-
ment dated July 31, 1953, as extended by the extension
agreement dated July 28, 1954, Lessee now desires, and the
Owners are now willing, to amend the mining lease and
option dated July 31, 1953, to eliminate therefrom the
requirement that a road should be bulldozed from Spirit
Lake to the mouth of the Stoden tunnel and, that buildings
or a building be constructed on the premises sufficient
to house at least eight workmen, in view of the fact that
the construction of said ^{road} and the erection of said build-
ings or building would not be in the best interest of the
Owners for the development of the property, and to further amend
said agreement by accelerating the date when certain con-
tingent payments set forth in said agreement shall be paid.

NOW, THEREFORE, in consideration of the premises and
in consideration of One Dollar (\$1.00) paid this date by
Lessee to the Owners, receipt of which the Owners hereby
acknowledge, and for other good and valuable consideration,
the parties hereto agree as follows:

1. The first paragraph of the subparagraph
numbered 1. in Paragraph #11 of the mining lease and
option dated July 31, 1953, is hereby eliminated and
stricken from said agreement.

2. Lessee agrees to pay upon the execution
of this Amendment the sum of Six Hundred Dollars (\$600.00)
as one half of the amount to be paid to Owners pursuant
to Paragraph 14 of said agreement if Lessee shall not mine
at least one thousand (1,000) tons of ore from said pro-
perty during the twelve-month period commencing July 31,
1956, which sum shall be retained by Owners whether or

not said amount of ore is mined from said property during said twelve-month period, but shall be credited against the total sum of Twelve Hundred Dollars (\$1,200.00) due thirty (30) days after the end of said period if said amount of ore is not mined from said property during said period.

3. It is mutually agreed that all other provisions of said agreement dated July 31, 1953, and said extension agreement dated July 28, 1954, shall be and remain in full force and effect except only as the same, or some part thereof, are hereinabove modified.

IN WITNESS WHEREOF, the Owners have executed this Amendment Agreement in quintuplicate the date and year first above written by the signing below by Wayne W. Coe and Harriett C. Coe, they being two of said trustees under said trust agreement dated January 24, 1936, described on page 1 hereof, and, as such trustees they are, by said trust agreement, authorized to execute this Modification for and on behalf of the three trustees hereinabove mentioned; and said Black Bear Consolidated Mining Company, acting by and through its duly authorized president, has executed this instrument in quintuplicate on the day and year first above written.

WAYNE W. COE (SEAL)
HARRIETT C. COE (SEAL)
HENRY W. COE (SEAL)

By Wayne W. Coe
WAYNE W. COE,

and

By Harriett C. Coe
HARRIETT C. COE (SEAL)

As Trustees under said agreement dated Jan. 24, 1936 between said Mr. St. Helens Consolidated Mining Company and said Wayne W. Coe, R.H. Tuttle and Amadee H. Smith,

OWNERS

WITNESSES

James B. ...

...

...

...

BLACK BEAR CONSOLIDATED MINING COMPANY

By Ralph S. Reiner
RALPH S. REINER, President (SEAL)

LESSEE

STATE OF OREGON }
COUNTY OF MULTANOMAH } SS.

On this the 13 day of September, 1956, before me, the undersigned officer, personally appeared Wayne W. Coe, and Harriett C. Coe, of the City of Portland, Oregon, known to me to be the persons described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Robert Weir
Notary Public for Oregon
July 6, 1957

My commission expires:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On this the 1st day of October, 1956, before me, the undersigned officer, personally appeared Ralph S. Reiner, of the City of Los Angeles, California, known to me to be the President of Black Bear Consolidated Mining Company, the corporation that executed the above instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Robert Weir
Notary for California

My commission expires: July 7, 1960