LEASE

THIS INDENTURE, executed in triplicate, this 24th day of , 1971, between Wind River Mining Co., a Washing-April ton corporation, hereinafter sometimes referred to as First Party, Tessor and Vernon B. Pratt, hereinafter sometimes referred to as Second Party, Lessee, WITNESSETH:

That the Lessor for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept. and performed by the Lessee, has leased, let and demised, and by these presents does lease, let and demise unto the Lessee, the following described premises and property, situate, lying and being in Paradise mining district, in the County of Skamania, in the State of Washington, to-wit:

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Paradise Mine	40	242	Lude star #1	H	345
Wind River #1	H	346	wind River #2	н	347
Wind River #3	H	374	Wind River #4	_ H	344
Wir: 'ver #5	T.	208	Wind River #6	I	209
Wind haver #7	I	210	Wind River #8	I	211
Wind River #9 🚅	I	212	Wind River #10	I	21.3
Wind River #11	I	214	Wind River #12	1	215
Wind River #13	I	216	Wind River #.4	I	217
Wind River #15	I	218	Wind River #16	I	219
Wind River #17		220	Wind River #18	I	221.
Wind River #19	1	222			

together with any and all mining equipment now wned by Lessor and situated upon said premises, including but not limited to the following perficular items or personal property:

- 1 D-7 Caterpillar tractor Serial Number 4-T-7375 with Hyster towing winch and Letourneau straight cable dozer.
- 100 KW light plant powered by GC 671 Serial Number 66014 with 125 HP induction motor.
- # 500 CFM Air compressor powered by D13000 cat engine.
- 1 HL3 mucking maching.
- 1 Emco air locomotive.
- 1 Drilling machine Sardner Lenvers with air leg-

des Consideration in antique de serves de la serves de la company de la

A - Single drum with nigger head air hoist.

THE RECENSE OF THE SALVEY OF THE SECTION OF THE SEC

- 1 Portable sawmill with P-70 diesel engine. 1 Colorado Tron Works 4x3 Ball Mill complete 1 60 k 12" Hendy Jaw Crusher

It is inderstood that the 5-7 Caterpiller has a left steering clutch to freedom and not operational. Also the 500 CFM str compressor and saw mill are ant operational at his time and the lease and not be responsible for their condition at this time.

To have and to hold the same for the term of ten years beginning June 18, 1971, for the purpose of prospecting, mining, drilling, boring, or digging for oil, gas, asphalt, lead, zimc, gold, copper, silver, and all and every other kind or kinds of valuable mineral, ore, fossils, or vegetable substance whatever, with the right to use so much of the surface of the land and any buildings and other property located upon such land and so much of the timber and building stone found thereon as may be properly needed to successfully conduct "he prospective and mining operation; also the right-of-way over and across the land whereon to construct and operate such line or lines of railroad or roads including bridges and waterways as may be necessary to carry on and prosecute the objects of this indenture; also the right to erect buildings, derricks and pumping plants, for the business of boring, prospecting, mining and prosecuting the object of this indenture, with the right to remove any buildings or constructions, refineries, concentration mills, machinery, pipelines and any other improvements placed upon said premises by the Lestee, at any time or within one year from the date of the termination or expiration of this lease.

The Lessee further covenants and agrees that the Lessor shall have the right at all reasonable times to enter \ on the leason premises and inspect the same.

The lessee further covenants and agrees to occupy and hold all crevices, side veins, spurs, feeders, cross loads, parallel loads or mineral deposits of any kind which may be discovered in working under this lease on Lessor's property as the property of Lessor and the Lessee shall have the privilege of working the same as an appurtenance of the demised prealises during the term of this lease and Lessee agrees not to locate or record the same, or allow the same to be located or recorded except in the name of the Lessor; however, Lessee shall have the right to prospect elsewhere on his own, stake claims in his own name or purchase the same, provided however, that Lessee shall not stake or purchase any claim closer than one claim's width to the property or any claim in the name of the Lessor.

The Lessee agrees with the Lessor to keep books of account showing the amount of ore extracted from the mine, the amount of ore shipped, sold or traded, and the amount of money received from the sale of the orem or the value extracted therefrom; that

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from and out of the values obtained from the ores so extracted and which may be found in, on, or around the mine, and reduced, treated, sold or shipped, the Lessee will pay to the Lessar TEN (10%) PER CENT of the gross receipts including subsidies thereof which whall be paid and delivered to the Lessor at the end of each three (3) month period during the term of this lease; that a duplicate of mill, smelter, or retort return shall be furnished by the mill names or by the owner of the smelter or retort to the Lessor; records of core samples, maps and assays to be furnished Lessor upon request, and copies of all such records to be turned over to Lessor upon termination of this Lease, and that books of account shall be opened at all reasonable times to the Lessor and its representatives.

The Lessee covenants and agrees with the Lessor to maintain all equipment and buildings leased hereunder in good condition, reasonable wear and tear the eof excepted, during the term of this lease.

The Lesser covenants and agrees with the Lessee that the Lessee shall have sole access to the property leased hereunder save and except that the Lessor shall have access to said premines and property at reasonable times for the purposes of inspecting the same.

The Lessor further covenants and agrees with the Lessee that Lessee shall use any mining methods he deems advantageous in the operation of said mine.

The Lessor hereov grants to the Lessee an option to renew this lease for an additional period of ten years upon the same terms and conditions as are herein granted upon the condition that Lessee shall serve written notic of his intention to so renew said lease upon the Lessor within 90 days of the expiration of the term herein granted.

The Lessee covenants and agrees to work said mine in a workmanlike manner and in the event that he fails to do so or to keep any of the covenants and agreements herein contained, then the Lessor, at his option, may terminate said lease upon giving the Lessee 30 days written notice of his intention to do so and in the event that Lessee finds it unprofitable to operate said mine under the terms of this lease, then Lessee shall serve written notice upon Lessor of his intention to terminate said lease and said lease shall become nuil and void THIRTY (30) days after service of said written notice upon the Lessor.

see agrees to pay all personal property tax, excise tax, property tax not to exc. ad \$100.00 per year and sales tax levied upon the property leased hereunder during the term of this lease; and to maintain state industrial, accident, ward liability insurance to adequately cover any loss that may be sustained by the Lessor hereunder.

Lessee promises and agrees to save the Lessor harmless from any loss as a result of a rions at law or sui's in equity arising out of Lesser's use and or ration of the property leased hereunder.

Lessee further promises and agrees that a minimum of Five Hundred (500) hours work will be performed in the operation of property leased hereunder every three months during the term or this lease, b ginning July 1, 1971, unless adverse weather conditions render it impractical.

It is further understood and agreed that in the event that Lessee be by act of God, fire, flood, water, strike, lock-out, or any other cause beyond is control prevented from fulfilling conditions or terms of this lease, such failure shall not be considered a breach of the terms hereof, but the Lessee agrees, in any such case to use all reasonable diligence to remove such preventing cause.

Lessee covenants and agrees that at the end of the term herein granted or any sooner termination of said lease to surrender. yield, and deliver to the Lessor, his heirs, executors, administrators or assigns quiet and peaceable possession of the premises in good condition.

In the event that it becomes necessary for either of the parties hereto to engage the services of an attorney to enforce The terms of this lease, or to recover for the breach of any of the terms hereof, then it is inderstood and agreed that the purty at fault shall pay such sum as is reasonable to the party not at fault as and for attorney's fees insurred in enforcing the provisions of said agreement or bringing action for damages for breach of the terms contained herein.

IN VITNESS WHEREOF the parties hereto have executed these presence the day and year first above writter.

LESSEE:

WIND RIVER MINING COMPANY by

VERNON B.

COUNTY OF MUltroman

On this Artaay of Application, 1971, before me personally appeared GEORGE E. PHILPOTT, to me known to be the (title) of the comporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said comporation, for the uses and purposes therein mentioned, and on math stated that he was authorized to exacute the said instrument.

Sign. Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

TOTAR OF OR OR

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NOTARY PUBLIC in and for the State of ORF 6017 residing

My Commission Expires: 127, 4,1923



AVOCAS ST NEWS VS-

MINUTES OF MEETING OF BOLRD ON DIRECTORS. WIND RIVER MINING CO.

APRIL 24, 1971

This meeting was called to order by Goorge R. Follock: President and the Secretary recorded the minutes. All of the loard of directors were present except Servard R. Monard and b) vigaling these minutes hereby walve the time, place and propuse of said meeting and consent to ...t being held.

A lease which was submitted by Vernon B. Pratt covering our mining property in Skamenia County, Washington was read and thoroughly discusses.

Thereupon, a vote was taken whether or not to eroupt his low as written and said lease was accepted unanity.

Thereupon it was.

RANOLTED, that the Board of Directors divide the President to

There being no further business coning before the moeting, peace was adjourned subject to the call of the President.

DTARGTORS

Land Berney

Derge E. Pletjott

AGREES AND AGE OF THE PARTY OF

-TEASE-

This lease hade and executed between Donald A. Brown, of North Bonneitle, Whe Lagton, of the first part, and Mr. Charles H. Poppenhagen, of furthers Oregon, of the second part.

VITAMORETH: That in consideration of the cents and other covenants necessarily expressed, the first party declars and leases and does hereby finise and lease to the second party the following described partial of Around.

A rlot of ground beginning at a point on the east line of the established pure house that, thence eastward seventy-five (75) feet following the marking line of the established atm at road, thence northward accenty-five (75) feet, thence westward seventy-five (75) feet following the said east line of the established then house road to the point of beginning, located in the area specified as Fige, number 50k (\$6), situated in the Brown tract, a part of the old claim beginning at a point in the Marth line of Sixts feed number likely (\$8), three hundred and twenty (320), feet west of the feet rine between feetions numbered twenty-one (21) and numbered twenty-two (22), possibility to (2) North Range seven (7) hast it. In Browning

The the let day of fully 1969 to the Lot day of June 1979, with the ferring the term of ten (10) years the the lot day of June 1979, with the ferring multipee of a bon (10) year extension of time which extension establishes optional with the second party.

in the fist day of fune 1969, and then in the let day of every following multi the second party specificay, or cause to be paid to boneld A. Brown the southly rental of four (44) delians during the term of this lease.

It is understood that the use of said ground by the necession purty is for the sole purpose of residence and/or living quanters, and to agreeute.

The sole purpose of residence and also the comply with annihary less and

LEASE: (Charles H. Poppenhagen) - Page 2.

requirements demanded by the commonvenith, and to the best of his ability to permit no undus traffic in lead practices or intoxicating liquor.

The first party shall pay all taxes assessed against the ground value. The accoud party shall provide and pay water taxes or assessments. And he shall pay the taxes assessed on the value of his improvements. The improvements may be moved off the grand at the expiration of this lease providing lessee has faithfully fulfiled the covenants herein contained. Ten additional days of grace are allowed an which to me a saw contain payments to the first party.

This lease may be sub-rented or two affered at any time upon proper notification to the first party on the supe lease conditions.

All the foregoing stipulations herein contained shall be mutually binding on administrators, heirs, and assigns of the parties hereto.

Sign of Donald a Brown, First Party.

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V. 1tness:

P.C. Popper Kajer

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LEASE: (Charles H. Poppenhugen) - Page 3.

State of Japhington,) ss. County of Skamania.

I, Zolow, a Notary Public, do hereby certify that on this 23.82 day of London. 1971, personally appeared before me London A. Brown. of North . meville, Washington, and Mr. Charlos H. Poppenhagen, of Portland, Jregon; to me known to be the individuals described in and who executed the within instrument, and acknowledged that they and each of them were authorized to and did sign and seal the same as their free and voluntary act and deed for the uses and purposes therein mentloned.

Given under my hend and official seal this Jan day or 1007

CONTROL OF THE PROPERTY OF THE

Notary Public 1 of the State of Washington, residing at Stevense 1987 therein.