## LEASE

THIS INDENTURE, Security in triplicate, this July day of July, 1972, between WIND RIVER MINING CO., a Washington corporation, hereinafter sometimes referred to as First Party, Lessor and FRED NEISLER, 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 Courty of Skamania, in the State of Washington, to wit:

	Book	Page	. *	Book	Page
Paradise Mine	40	242	Lode Star #1	H	345
Wind River #1	H	346	Wind River #2	H	347
Wind River #3	H	374	Wind River #4	H	344
Wird kiver #5	I	208	Wind River #6	I	209
Wind River #7	I	210	Wind River #8	I	211
Wind River #9	I	212	Wind River #10	I	213
Wind River #11	1	<b>d14</b>	Wind River #12	I	215
Wind River #13	I	216	Wind Piver #14	I	217
Wind River #15	1	218	Wind R ver #16	I	719
Wind River #17	7,4	7.20	Wind River + 18	ı I	221
Wind River #19		222			

together with any and all mining equipment now owned by Lessor and situated upon said premises, including but not limited to the following particular items of personal property.

- L D-7 C/terpillar tractor Serial Number 4-T-7375 with Hyster towing winch and Letourneau straight cable dozer.
- 1 100 KW light plant powered by GAC 672 Serial Number 66014 with 125 HP induction motor.
  - I + 500 CFM Alt. .... ressor powered by DI3000 cat engine.
- 1.4 HL3 mucking machine.
- 1) Emco air locomotivė,
- I Drilling machine Gardner Denvers With air leg.
- I Single drum with nigger head air hoist.



- 1 Portable sawmill with P-70 diesel engine.
- 1 Colorado Iron Works 4x3 Ball Mill complete
- 1 8" x 12" Hendy Jaw Crusher

It is understood that the D-7 Caterpillar has a left steering clutch frozen and not operational. Also the 500 CFM air compressor and saw mill are not operational at this time and the Lessee shall not be responsible for their condition at this time.

To have and to hold the same for the term of ten years beginning upon the date this Lease is executed, for the purpose of prospecting, mining, drilling, boring, or digging for oil, gas, asphalt, lead, zinc, gold, copper, silver, and all and every other kird or kinds of valuable mineral, ore, firstle, or vegetable substance whatever, with the right to use so much of the surface of the land and any builaings 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 the prospecting 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, a ming 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 Lessee, at any time or within one year from the date cf 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 upon the leased premises and inspect the same.

The Lessee further covenants and agrees to occupy and hold all crevices, side veins, spurs, feeder, cross loads, parallel leads or mineral deposits of any kind which may be discovered in working under this lease on Lesson's property as

the property of Lessor and the Lessee shall have the privilege of working the same as an appurtenance of the demised premises 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 puchase the same, provided however, that Lessee shall not stake or purchang any claim closer than one claims 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 ores or the value extracted therefrom; that 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 Lessor TEN PER CENT (10%) of the net /based upon competitive rates/k.0 > smelter returns after tracting transportation costs which shall be paid and delivered to the Lessor at the enc 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 owner 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 equipment and buildings leased hereunder in good condition, reasonable wear and tear thereof excepted, during the term of this Lease.

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

The Lessor further covenants and agrees with the Lessee that Lesses/shall

use any mining methods he deems advantageous in the operation of raid mine.

The Lessor hereby 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 notice 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 Lesser, 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 null and void THIRTY (30) days after service of said written notice upon the Lessor.

Lessee agree, to pay all personal property tax vexcise tax veal property tax not to exceed \$100.00 per year, and sales tax level upon the property leased hereunder during the term of this Lease; and to maintain state industrial, accident, and 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 actions at law or suits in equity arising out of Lessee's use and operation 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 of this lease, beginning no later than thirty days after execution of this Lease, 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 his control prevented from fulfilling any 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 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 understood and agreed that the party at fault shall pay such sum as is reasonable to the party not at fault as and for attorney's fees incurred in enforcing the provisions of said agreement or bringing action for damages for breach of the terms contained herein.

Lessee may assign all right, title and interest which le has in this Lease, upon thirty (30) days notice to Lessor of his intention to do so. Lessor shall not unreasonably withhold its consent to such assignment by Lessee, but any assignee of such Lease shall be fully bound by the terms and conditions of the within Lease, and shall endorse a copy of such Lease, in writing, wherein it nowledges to Lessor that it shall be bound by such original terms.

IN WITNESS WHEREOF the parties hereto have executed these presence the day and year first above written.

LESSEE:

LESSOR:

WIND RIVER MINING COMPANY

FRED NEISLER By Cobert De Smith

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STATE OF ORECON,

	COUNTY OF	
	On this <u>for day of July, 1972, before a Notary Public for the above</u>	
	County and State, personally appeared, FRED NEISLER, Lessee of the above	
44	Lease, and, President	
710	of Wind River Mining Co. a Washington corporation, who each did execute the	
	foregoing Lease, and did acknowledge that the same was their free act and deed,	with
	the authority invested.	
	IN WITNESS WHEREOF, I have here into set my hand and affixed my	
	official seal the day and year first above written.	
	NOTARY PUBLIC in and for the State of  The last presiding  at	and the second s
	$\wedge_{\bullet}$	
1	- Company of the comp	wedness Hills
	the state of the s	ke water

County of Multnomah BE IT LEMEMBERED, That on this Lath day of July below the the undersigned, a Notary Public in and for mid County and State, personally appearanced Robert D. Smith who is the First Vice President of Wind Mining Co., a Washington County 2003 100

inown to me to be the identical individual..... described in und who executed the falthin instrument and set made the best of the fall of the same freely and voluntarity:

IN TESTIMONY WHEREOF I have hereunte set my hand and attired my official seek from any very fast above witten.