

## FRANK W. LEWIS

6904 WOODMAN AVENUE  
VAN NUYS, CALIFORNIA

AREA 213 780-5689

April 2, 1968

Dudley Davis, E. M.  
1528 Michigan Avenue  
Salt Lake City  
UtahRE Summary of terms - Not  
an offer. Subject to  
final agreement or  
prior withdrawal...

Dear Dudley:

Thank you for your call. I am forwarding a copy of a rough draft of lease on to you as you requested. Please forgive its rough form but you realize I did not even know the names of of your clients so could not make the completed document.

Since I last saw you I located the old Dromedary Hump mine in Fairview. It has been continuously held for almost 50 years until recently when the Principal died who had held it all these years for his company. So far as I know it is clear and I will include it in your lease.

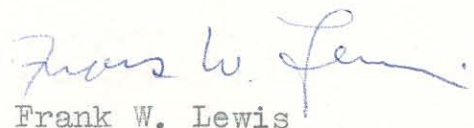
The Simplot Company has been drilling in the Chalk Hills area between Fairview and Wonder, and they have taken up a large area there. I managed a piece of their core and it looks like a Granitic Contact replacement in Limestone of some sort.

Just this last week I made an inspection of the Wonder Shaft and it appears to be in good shape except it needs new ladders. I went down a ways but the ladders were too bad but the other timbers seemed good to me. The head frame which is about 40 feet tall is also good and strong and except for sheave wheel it should do good service. One can put up the sheave and get a small hoist and be in production in short order taking up where the former operators quit in 1942 when closed by the War II. The ore bin is also servicable.

Getting back to the lease you will see it is very simple, and has minimal requirements.

I have title insurance Policies which I will make you copies of and forward to be included in the lease as exhibits. Then if your principals wish they can order a policy in their own protection. One claim at Wonder is held by me adversely but I am including it in the lease though it is not insurable without a quiet title. I hope the lease is pleasing to you as I tried to make it as much in your favor as possible.

Good Luck,

  
Frank W. Lewis

Page two

Continued-----

A party has just called to say they wanted the Stonewall. So, in the event it is gone when your people get around to taking some action we can adjust the down payment on the total \$2,000 lower and Monthly \$150 lower.

## THE NEVADA WONDER MINE

### PROPERTY AND OWNERSHIP:

The Wonder Mine is owned by Frank W. Lewis, 6904 Woodman Avenue, Van Nuys, California.

### LOCATION:

The NEVADA WONDER MINE is located in the Wonder Mining District, Churchill County, Nevada. Wonder is 55 miles east of the town of Fallon, the county seat of Churchill County and the nearest railroad point. Forty of the fifty-five miles are over paved Highway 50, and for the remaining distance there is a dirt road. There is a gentle grade from the highway to the camp of Wonder, the rise being approximately two thousand feet in fifteen miles.

### HISTORY:

The history of the WONDER MINE is well known in Nevada. Discovered in 1905 by Murray Scott, William Mays and others, the rich gold and silver ores caused a stampede to the camp. Prospectors, miners, promoters, merchants, saloon men and the usual array of camp followers flocked to the new strike, and it was not long before a camp of several thousand people was established. Values were found over a wide area, but no permanent ore bodies were opened up except in the ground that afterward became the Wonder Mine.

The property was taken over by a group of eastern capitalists and they began a development campaign. An immense tonnage of ore was blocked out and in 1913 a 200-ton cyanide plant was installed. Electric power was brought in from Bishop, California, and at the time of its installation this hydro-electric power plant held the distinction of being the longest transmission line in the world. The mine and mill were completely equipped with modern, up-to-date electrically driven machinery.

### TOPOGRAPHY - ELEVATION - CLIMATE:

The surrounding country is mountainous but only moderately rugged. The hills form a part of the Clan Alpine range, an offshoot of the Sierra Nevadas. All working places at the mine are accessible by road.



The elevation at the main shaft is 6,080 feet. Wonder Peak, just back of the main working shaft, attains a height of 6,200 feet.

The climate is the same as prevails over western Nevada, there being no excessive heat in summer nor severe cold in winter. Operations were going on 365 days in the year, so far as weather was concerned, when the mine was running.

#### WATER:

The old company's requirements were supplied by a ten mile pipe line from Horse Creek, north of the camp. Water can be developed in the West Gate Wash some ten miles to the south and near Highway 50 where an abundance of water has been developed in wells. Dixie Valley a mile or two west of Wonder is a vast reservoir of water.

#### VEINS AND ORE ZONES:

There are two strong, well defined veins on the property from which former production came. These veins vary in width from four feet to forty feet.

As is shown on the production record, copper, gold, and silver with the copper being over 8½% were mined, probably from the sulphide zone, in 1940.

The sulphide zone offers an excellent target for sulphides; copper, silver, and gold ore, for the only mill on the property or in the area was a cyanide plant which could not use sulphide ores.

#### IMPROVEMENTS:

The development consisted of a main three-compartment working shaft from surface to the 1,300 foot level, and an auxiliary shaft 2,000 feet distant from the main shaft which was sunk to the 800 foot level, from which various sub-shafts and winzes continued on down to the 1,900 foot horizon. Numerous levels connect the two shafts and extend far beyond them on either end of the veins. Altogether there are in excess of eight miles of underground workings.



PRODUCTION OF NEVADA WONDER MINE

"Schedule A"

| *Tons<br>Produced | **Price<br>Gold | **Price<br>Silver | *Year<br>Produced | *Yearly Production |                  |         | Per Ton     |              |     |
|-------------------|-----------------|-------------------|-------------------|--------------------|------------------|---------|-------------|--------------|-----|
|                   |                 |                   |                   | Gold oz.           | Silver oz.       | Cu lbs. | Gold oz.    | Silver oz.   | Cu% |
| 88 smelted        | \$20            | \$ .65            | 1907              | 111.48             | 8,346            |         | 1.266       | 94.8         |     |
| 59 smelted        |                 | .52               | 1908              | 112.63             | 3,783            |         | 1.90        | 64.11        |     |
|                   |                 | .51               | 1909              |                    |                  |         |             |              |     |
|                   |                 | .53               | 1910              |                    |                  |         |             |              |     |
| 9,797 milled      |                 | .53               | 1911              | 2,476.00           | 171,900          |         | .253        | 17.55        |     |
| 28,376 milled     |                 | .60               | 1912              | 7,523.87           | 472,958          |         | .265        | 16.83        |     |
| 1 smelted         |                 | .60               | 1912              | 66.00              | 1,358            |         | 66.00       | 1358.0       |     |
| 41,870 milled     |                 | .59               | 1913              | 9,534.00           | 699,163          |         | .228        | 16.85        |     |
| 50,115 milled     |                 | .54               | 1914              | 9,704.00           | 914,511          |         | .194        | 18.24        |     |
| 58,394 milled     |                 | .49               | 1915              | 9,779.00           | 1,175,839        |         | .167        | 20.33        |     |
| 58,131 milled     |                 | .65               | 1916              | 8,955.31           | 1,023,046        |         | .154        | 17.60        |     |
| 55,800 milled     |                 | .81               | 1917              | 7,512.74           | 816,852          |         | .135        | 14.63        |     |
| 49,710 milled     |                 | .96               | 1918              | 4,618.00)          | 557,924)         |         | .098        | 12.34        |     |
| smelted           |                 | .96               | 1918              | 259.00)            | 43,741)          |         |             |              |     |
| 40,570 milled     |                 | 1.11              | 1919              | 5,612.00           | 462,294          |         | .138        | 11.39        |     |
| 8 smelted         |                 | 1.00              | 1920              | 2.88               | 284              |         | .360        | 35.50        |     |
|                   |                 | .62               | 1921              |                    |                  |         |             |              |     |
| 3 smelted         |                 | .67               | 1922              | 2.89               | 394              |         | .963        | 131.33       |     |
|                   |                 | .64               | 1923              |                    |                  |         |             |              |     |
|                   |                 | .66               | 1924              |                    |                  |         |             |              |     |
|                   |                 | .69               | 1925              |                    |                  |         |             |              |     |
| 100 smelted       |                 | .62               | 1926              | 102.67             | 902              |         | 1.03        | 9.20         |     |
|                   |                 | .56               | 1927              |                    |                  |         |             |              |     |
|                   |                 | .58               | 1928              |                    |                  |         |             |              |     |
|                   |                 | .52               | 1929              |                    |                  |         |             |              |     |
|                   |                 | .38               | 1930              |                    |                  |         |             |              |     |
| 83 milled         |                 | .28               | 1931              | 31.59              | 2,484            |         | .380        | 29.93        |     |
| 329 smelted       |                 | .28               | 1931              | 206.44             | 10,270           |         | .627        | 31.52        |     |
|                   |                 | .27               | 1932              |                    |                  |         |             |              |     |
|                   |                 | .34               | 1933              |                    |                  |         |             |              |     |
|                   | 35              | .47               | 1934              |                    |                  |         |             |              |     |
| 35 smelted        |                 | .64               | 1935              | 6.32               | 509              |         | .181        | 14.54        |     |
| 292 smelted       |                 | .45               | 1936              | 119.57             | 8,787            |         | .409        | 30.10        |     |
| 588 smelted       |                 | .44               | 1937              | 271.00             | 19,901           |         | .461        | 33.84        |     |
| 1,419 smelted     |                 | .43               | 1938              | 573.00             | 39,242           |         | .404        | 27.66        |     |
| 2,227 milled      |                 | .39               | 1939              | 388.00             | 29,852           |         | .174        | 13.40        |     |
| 3,378 smelted     |                 | .39               | 1939              | 1,237.00           | 84,678           |         | .366        | 25.06        |     |
| 4,871 milled      |                 | .34               | 1940              | 1,192.00           | 85,373           |         | .245        | 17.52        |     |
| 756 smelted       |                 | .34               | 1940              | 220.00             | 21,227           | 1284    | .298        | 28.07        | 8½  |
| 4,388 milled      |                 | .34               | 1941              | 781.00             | 56,535           |         | .178        | 12.88        |     |
| 1,671 milled      |                 | .38               | 1942              | 199.00             | 14,793           |         | .119        | 8.85         |     |
| <u>413,059</u>    | Total Produced  |                   |                   | <u>71,597.39</u>   | <u>6,726,946</u> | Average | <u>.173</u> | <u>16.28</u> |     |

Total Production in Dollars:  
 Gold @ \$35.00 \$ 2,505,908.65  
 Silver @ \$ 1.293 8,697,941.18  
 Total Values \$11,203,849.83

Mine closed  
 June 30, 1942.

\*United States Department of Interior  
 Bureau of Mines  
 450 Golden Gate Avenue  
 Box 36012  
 San Francisco, California

\*\*Historical Statistics of the United States  
 Prepared by Bureau of the Census

## ORE RESERVES:

During the Lessees' later prospecting and development work there was opened on the surface what appeared to be either a new vein or a faulted segment of the Badger vein, and this ore yielded good values. No doubt many additional unopened and undiscovered ore bodies can be found using modern exploration techniques in the Wonder area. The area remains unexplored in the modern sense of exploration. These ores and the main Wonder vein are excellent targets for Silver and Gold.

## MILLING:

During the early period of production of the Nevada Wonder Mine, a 150-200 ton cyanide plant was kept in operation, employing the continuous current decantation process. The results were most gratifying, even during the period when the cyanide process had not been developed to the fine point it is today, for the 1919 report of the company showed an extraction of 93.99% for the year. It has thus been clearly proven through big scale demonstration that cyanide is an ideal process for the oxidized ores, and that the ore is amenable to treatment by that method.

The second period of production also used cyanide on a smaller scale with the mill set up at West Gate.

## RECOMMENDATIONS:

Current market conditions justify the reconsideration and prospecting of the mine.

For the purpose of ascertaining the best method of mining, treatment, extraction and installation, costs considered, an engineering study should be made.

Dependent upon the results of the engineering study, one envisions several possible modes of development:

1. Open trenching. (Open pitting.)
2. Traditional mining. Underground.
3. Large scale caving techniques.
4. Consideration and exploration of Copper, Lead, Silver, Gold, Sulphide ores at depth below the oxidized zone.

5. Geochemical and other appropriate exploration over the district for detection of hidden veins of similar character.

One important point in considering the possibilities of working this mine is that it was not worked out, but closed due to World War II.

#### CONCLUSION:

The WONDER MINE offers a rare opportunity for prospecting and probable production on a large scale.



6000 0276 (5420)

— WONDER —  
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2 MINING DISTRICTS

5,000 DZ

# 250 min Paynet

FOR 2 YRS. THEN

<sup>81</sup> 500 per month min. adv. royalty -  
MONTHLY min. Paynet

1070 until 1 M. p. this  
570 AFTER-RUN, M.

99 YRS  
option

need 15 or more new claims  
1 placer covers tailings -  
Fairview

Fairview

MINING LEASE

THIS LEASE, made the 1st day of April, 1968, between  
FRANK W. LEWIS, 6904 Woodman Avenue, Van Nuys, California,  
Lessor; and

Lessee:

W I T N E S S E T H :

1. Rights Granted to Lessee.

That the said Lessor, for and in consideration of  
the rents, royalties, covenants and agreements hereinafter  
set forth, and by the said Lessee to be paid, kept and per-  
formed, has let, and by these presents does let, unto the  
Lessee, all the following described mines and mining properties  
situated in Nevada, and more particularly described as follows:



NEVADA WONDER MINES  
WONDER MINING DISTRICT  
CHURCHILL COUNTY, NEVADA  
PATENTED MINING CLAIMS

|                 |                                    |
|-----------------|------------------------------------|
| Survey No. 3071 | Scorpion Lode                      |
| Survey No. 3072 | B & S Lode                         |
| Survey No. 3078 | Nevada Wonder                      |
| Survey No. 3079 | Ruby No. 1                         |
| Survey No. 3122 | Great Eastern                      |
| Survey No. 3122 | Great Eastern Fraction             |
| Survey No. 3122 | Great Eastern No. 1                |
| Survey No. 3122 | Great Eastern No. 3                |
| Survey No. 3122 | Great Eastern No. 4 (poor title)   |
| Survey No. 3124 | Last Chance No. 1                  |
| Survey No. 3325 | Nevada Wonder No. 2                |
| Survey No. 3326 | SE $\frac{1}{2}$ Last Chance No. 2 |
| Survey No. 3327 | Ruby No. 2                         |
| Survey No. 3398 | Nevadan                            |
| Survey No. 3398 | Little Witch                       |
| Survey No. 3398 | Silver Tip                         |
| Survey No. 3398 | Valley View                        |
| Survey No. 3398 | Pan Handle                         |
| Survey No. 3398 | Yellow Jacket                      |
| Survey No. 3671 | Golden Dawn No. 1                  |
| Survey No. 3671 | Golden Dawn No. 2                  |
| Survey No. 3671 | Golden Dawn No. 3                  |
| Survey No. 3671 | Golden Dawn No. 6                  |
| Survey No. 3786 | Queen No. 5                        |
| Survey No. 3786 | Queen No. 8                        |
| Survey No. 4225 | Nevada Wonder No. 3                |
| Survey No. 4226 | Hidden Treasure                    |
| Survey No. 4227 | North Star Lode                    |

UNPATENTED PLACER CLAIM  
(excepting herefrom any  
overlapping conflicts)

|            |                  |
|------------|------------------|
|            | <u>Recorded</u>  |
| T-1 Placer | Book 32 Page 340 |

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FAIRVIEW MINES  
FAIRVIEW MINING DISTRICT  
CHURCHILL COUNTY, NEVADA  
PATENTED MINING CLAIMS

Survey No. 2664 Nappias  
Survey No. 2664  $\frac{1}{2}$  Boulder  
Survey No. 2664  $\frac{1}{2}$  Boulder No. 1  
Survey No. 2731 Triangle  
Survey No. 2731 Arizona  
Survey No. 2731 Whirlwind  
Survey No. 2732 Juniper  
Survey No. 2732 Washington  
Survey No. 2732 Dakota  
Survey No. 2732 California  
Survey No. 2733 Oregon  
Survey No. 2733 Colorado  
Survey No. 3022 Borealis No. 2  
Survey No. 3022 Lena No. 4  
Survey No. 3022 Lena No. 5  
Survey No. 3213 Ivy  
Survey No. 3673 Jack Rabbit  
Survey No. 3927 Silver Butte  
Survey No. 3927 Lookout No. 5  
Survey No. 3927 Lookout No. 6  
Survey No. 3927 Lookout No. 11  
Survey No. 4184 Argel No. 1  
Survey No. 4184 Eva B.  
Survey No. 4184 Eva B. No. 2  
Survey No. 3213 Bradshaw Fraction

UNPATENTED MINING CLAIMS  
(Excepting therefrom any  
overlapping conflicts)

Consado  
Consado Fraction  
Side Winder  
Boulder No. 6

STONEWALL MINES

STONEWALL MOUNTAIN MINING DISTRICT

NYE COUNTY, NEVADA

PATENTED MINING CLAIMS

Survey No. 3909, Patent No. 282688

Stonewall King  
Mindanao  
Indian Chief  
Palawan  
Igorrotte  
Visayan

Survey No. 3913, Patent No. 282688

Stonewall King Fraction

UNPATENTED MINING CLAIMS

(Excepting therefrom any  
overlapping conflicts)

| <u>Name</u>       | <u>Certificate of Location</u> |             |
|-------------------|--------------------------------|-------------|
|                   | <u>Book</u>                    | <u>Page</u> |
| Gold Star         | 72                             | 490         |
| Gold Star No. 1   | 72                             | 491         |
| Sterlag           | 72                             | 492         |
| Sterlag No. 1     | 72                             | 493         |
| Sterlag No. 2     | 72                             | 494         |
| Sterlag No. 3     | 72                             | 495         |
| Sterlag No. 4     | 72                             | 496         |
| Sterlag No. 5     | 72                             | 497         |
| Silver Star       | 72                             | 498         |
| Silver Star No. 1 | 72                             | 499         |

WATER RIGHT APPLICATION NO. 22896



1 TOGETHER WITH the minerals, placers, lodes and veins, all  
2 dips, spurs and angles, all water rights, ditches and ditch rights  
3 used in connection therewith or thereto appertaining, all buildings  
4 and other improvements now on said property, and all ore dumps and  
5 tailing dumps on said property; together with all and singular the  
6 tenements, hereditaments and appurtenances thereto belonging or  
7 appertaining.

8 With the exclusive right and privilege of prospecting and  
9 exploring for, and of mining, strip-mining, extracting and removing  
10 therefrom valuable minerals and ores [redacted] and to  
11 construct all works, improvements, buildings, plants, structures,  
12 roads, spur tracks, power lines and other works and facilities upon  
13 the leased property, and to make such other use of said property,  
14 including the use of water and timber thereon, and the dumping of  
15 waste and stockpiling and processing of ore thereon, as may be ne-  
16 cessary or convenient in the mining, strip-mining, disposing, pro-  
17 cessing and marketing of valuable minerals and ores thereon and  
18 therefrom; together with rights of ingress and egress thereto and  
19 therefrom, insofar as lessor can grant such rights.

20 CLAIMS LOCATED OR TO BE LOCATED, OR  
21 PROPERTY ACQUIRED UNDER THIS AGREEMENT

- 22 .ten (10)
- 23 A. A minimum of [redacted] claims shall be located  
24 by lessee around the outside perimeter of the claims  
25 in the Wonder Mining District in the name of les-  
26 sor. This work shall commence within thirty (30) days  
27 following the execution hereof.
- 28 B. Any additional property acquired by lessee, or any-  
29 one under its control, during the term hereof in the  
30 above-described [redacted] mining districts shall  
be deemed covered by this lease and shall be acquired  
and held in the name of lessor, subject hereto.
- C. Water applications acquired upon or for use upon pro-  
perty herein shall be acquired, held and placed to  
use in the name of lessor.
- D. Other real property purchased by lessee in the above

1                    mining districts shall be acquired in  
2                    the name of lessor and included in this lease. If  
3                    any purchases of adjacent mining properties be made  
4                    by lessee, lessee shall be credited 100% return of  
                  purchase price from such purchased property before  
                  lessor shall be entitled to any payments from ore  
                  shipped therefrom.

ADAMS, REED & BOWEN  
ATTORNEYS AT LAW  
ARLINGTON OFFICE BUILDING  
290 SOUTH ARLINGTON AVENUE  
RENO, NEVADA

15                    To have and to hold unto said lessee for the time of  
16                    ninety-nine (99) years from the date hereof, unless sooner can-  
17                    celled or forfeited.

18                    And in consideration of the said lease, the said lessee  
19                    does covenant and agree with lessor as follows, to wit:

20                    2. OPERATIONS.

21                    Lessee shall enter upon said mines and premises and work  
22                    and develop the same in a manner necessary to good and economical  
23                    mining, so as to take out the greatest amount of ore possible, with  
24                    due regard to the safety, development and preservation of the said  
25                    premises as a workable mine.

26                    Lessee shall keep at all times the drifts, shafts, tun-  
27                    nels and other passages and workings of said demised premises used  
28                    by lessee thoroughly drained and clear of loose rock and rubbish of  
29                    all kinds, in a minerlike fashion where prudent.

30                    Lessee shall well and sufficiently timber said mine at



all points where proper, and repair all old timbering wherever it may become necessary.

Existing shafts or winzes shall not be destroyed or filled without written permission of Lessor.

3. Hoist.

Lessee shall set up a hoist on the Wonder or Stone-wall Mine within six (6) months from date.

4. Water Application.

Lessee shall improve and place to use within thirty (30) days, Water Application No. 22896. The water right shall be expeditiously placed to use so as to protect same.

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1                   3. INSPECTION OF PREMISES.

2                   The lessor, at his own risk and expense, at all times,  
3 may inspect all of lessee's operations on the properties, conducting  
4 this in such manner as to least interfere with lessee's operation.  
5 In such inspections assays may be taken and surveys may be made.

6                   6. ASSIGNMENT.

7                   This lease may be assigned or sublet by lessee without  
8 the written consent of lessor. Lessee or its successors agree to  
9 give written notice, by registered mail, seven (7) days prior to  
10 the effective date of any such assignment to lessor thereof, and  
11 it is expressly agreed that any such assignee shall be expressly  
12 bound to perform all of the obligations of lessee hereunder upon  
13 receiving any such assignment. Said lease may be assigned succes-  
14 sively in accordance with the provisions hereof. Each assignee  
15 shall post notices of non-responsibility as required hereunder in  
16 Paragraph No. <sup>18</sup>~~20~~, prior to the effective date of any assignment.

17                   Assignment of this lease by lessee shall not relieve ori-  
18 ginal lessee or any subsequent lessees of liability to perform work  
19 as required in Paragraphs 1-A, 3, 4 and 4 hereto, as well as making  
20 any payments due or past due, as well as turning over all informa-  
21 tion due under Paragraph 27 hereof.

22                   7. CROSS OR PARALLEL LODES.

23                   Lessee shall occupy and hold all cross or parallel lodes,  
24 dips, spurs, feeders, crevices or mineral deposits of any kind  
25 which may be discovered in working under this lease, or by the said  
26 lessee, or any person or persons under it, in any manner, as the  
27 property of said lessor, with privilege to said lessee of working  
28 the same as an appurtenance of said demised premises, during the  
29 term of this lease, and to not locate or record the same, or allow  
30 the same to be located or recorded, except in the name of lessor.

1 8. ASSESSMENT WORK.

2 Assessment work shall be performed and filed prior to  
3 May first (1st) of every year on all unpatented claims and notifi-  
4 cation of filing with reference to book and page number shall be  
5 conveyed by notice, as herein provided, to lessor by May fifteenth  
6 (15th) of the same year.

7 9. TAXES, ASSESSMENTS AND CHARGES.

12 Lessee agrees that during the term hereof it will pay all  
13 taxes coming due henceforth, as the same are billed, within  
14 fifteen (15) days, before delinquency, including all real and per-  
15 sonal property taxes, assessments and charges levied or assessed  
16 by county, state, federal, local, municipal or other government  
17 agencies, against said mining properties or improvements or per-  
18 sonal property situate thereon, or on account of any products  
19 mined, shipped and sold therefrom.

20 From the sales of ore or concentrates the lessor and the  
21 lessee shall be entitled to claim depletion for Internal Revenue  
22 Service purposes in the proportional amounts paid in royalties to  
23 lessor and lessee.

24 10. NON-ROYALTY PAYMENTS.

25 Lessee shall pay to lessor the following rental sums for  
26 and in consideration of lessor signing and leasing unto lessee the  
27 herein-described premises:

A. Seven Thousand Five Hundred (\$7,500.00) Dollars  
payable April 15, 1968.



S. REED & BOWEN  
ATTORNEYS AT LAW  
1070N RIDGE BUILDING  
1070N ARLINGTON AVENUE  
RENO, NEVADA

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- B. A monthly minimum payment of Six HUNDRED (\$600.00) DOLLARS is to be paid for each and every month this agreement is in effect, beginning June 1, 1968 and on the first (1st) day of every month thereafter.

The monthly minimum royalty or rental paid by lessee under this agreement shall apply toward and be a credit on the payment of any actual royalties due or thereafter becoming due during the month in which such royalty payment is made. Any excess of actual royalties hereunder over the minimum royalties shall not be a credit on future minimum payments.

11. ACTUAL ROYALTIES.

- A. Lessor shall receive an actual royalty of Six PERCENT (6%) mill or Six PERCENT (6%) net smelter returns on all minerals or ores mined, shipped and sold by lessee from the leased property.

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As used herein the term "net smelter returns" shall be construed to mean and shall mean the gross selling price of the ores, less the cost of hauling the same from the leased premises to railroad cars for shipment to smelter or other reduction works purchasing the same and rail freight charges from such shipping point to smelter, or of trucking charges from leased premises direct to smelter, if handled in that manner, together with smelting and handling charges.

In the event ores are processed in a mill owned, operated or controlled by lessee (directly or indirectly), in Nevada or milled upon the properties hereto, no deductions shall be made for milling, transportation to the mill or other charges and lessor may elect to take its share of concentrates or bullion by weight and make its own disposition of said concentrates.

1 In the event lessor elects to ship its concentrates  
2 along with lessee's to be marketed, then, in that  
3 event, lessor shall pay its proportionate share of  
4 freight and smelting charges.

5 Any amount due and payable to lessor as actual royalty  
6 shall be paid by lessee to lessor within thirty (30)  
7 days after such shipment or removal.

8 B. In the event lessee receives rentals, payments,  
9 royalties or other income from utilization of non-  
10 minerals properties, including millsites, water rights  
11 and town lots, or otherwise, including improvements  
12 which may hereafter be constructed thereon, ~~six~~ PER-  
13 CENT (6%) of the same shall be paid by lessee to  
14 lessor within thirty (30) days.

15 12. Shipments Made in Name of the Respective Mines of  
16 Frank W. Lewis, Owner.

17 All shipments of ores from the above claims shall be  
18 made in the name of the respective mines of Frank W. Lewis,  
19 Owner.

20 13. DUPLICATE COPY OF LEASE TO SMELTER.

21 Prior to shipping any ores lessee shall furnish the smel-  
22 ter or other reductions works purchasing or processing such ores  
23 with instructions relative to payment. Such instructions may take  
24 the form either of a duplicate copy of this lease or joint instruc-  
25 tions from both lessor and lessee. Payments to lessor shall be  
26 computed in accordance with the provisions of such instructions.  
27 The smelter or reduction works treating the ores shall cause the  
28 payments of royalties due lessor to be sent directly to lessor.

29 14. ACCOUNTING.

30 Lessee shall keep books of account showing the amount of  
ores extracted from said mine and other income from these leased  
premises, the amount of ore shipped, sold or treated, and the  
amount of money received from the sale of said ores or the values  
extracted therefrom.



1 Lessee will deliver to said lessor, at the end of the  
2 term, lessor's proportionate share of all ores extracted from said  
3 mine and which have not been shipped, sold, treated, or reduced;  
4 that a duplicate of mill, smelter or retort returns shall be fur-  
5 nished by the mill owner, or by the owner of the smelter or retort,  
6 to the said lessor, and that said books of account shall be open,  
7 at all times, to the said lessor and its representatives.

8 15. TITLE.

Attached hereto as "Exhibit A" are title policies to  
patented claims with insurable title. Lessee may elect to pur-  
chase title insurance to insure his leasehold interest herein. Title  
to all claims hereto are leased as-is. Lessee further agrees there

13 shall be no recourse against lessor by suit, setoff or otherwise in  
14 the event of any title deficiencies which result in litigation or loss  
15 of any of the demised properties. Lessor agrees to cooperate in  
16 defense of any litigation or claim by third parties to any of the  
17 demised premises. Lessee may elect not to defend any such claim or  
18 suit at its option. In such event, lessee will promptly notify les-  
19 sor of its election not to defend and lessor may make such defense  
20 as it sees fit.

21 At lessee's expense, lessee may bring quiet title actions  
22 or patent proceedings to clear up any title deficiencies or improve  
23 the title hereto, in the name of lessor.

24 In the event of litigation or dispute with third parties  
25 concerning title or possessory right, either lessor or lessee may  
26 defend or prosecute such litigation, but neither shall be required  
27 to do so.

28 16. TERMINATION OR FORFEITURE.

29 Lessee shall deliver up to the said lessor the said pre-  
30 mises, with the appurtenances and all improvements, as used by the

1 lessee, in good order and condition, with all shafts and tunnels  
2 and other passages thoroughly clear of rubbish and drained, where  
3 prudent, and in a minerlike fashion, and the mine in all points  
4 ready for immediate continued working, accidents not arising from  
5 negligence alone excusing, without demand or further notice, at  
6 the end of the ninety-nine(99) year term at noon, or at any time  
7 previous, upon demand for forfeiture or cancellation as herein pro-  
8 vided.

9 17. PAY WAGES.

10 Lessee agrees to promptly pay all wages for work done and  
11 to comply with all laws, federal, state and local, pertaining to  
12 mining and mining operations.

13 18. CLAIMS, LIENS AND INSURANCE.

14 This lease is made upon the express condition that lessor  
15 is to be held free by lessee from all liability and claims for  
16 damages by reason of any injury to any person or persons or property  
17 while in or upon the said premises during the term of this lease;  
18 and lessee hereby covenants and agrees to indemnify and save harm-  
19 less the lessor from all liability on account of or by reason of  
20 such injuries or damages growing out of the same.



1 Lessee shall keep and hold harmless lessor and the pro-  
2 perty hereby leased from all claims, liens, claims for labor done  
3 and performed, materials and supplies furnished, personal injury or  
4 injuries of workmen, and to the latter end shall subject itself to  
5 the provisions of the Nevada Industrial Act as amended, making all  
6 necessary premium payments and deposits thereunder. Lessee shall  
7 post and keep posted on the premises and recorded in the county pub-  
8 lic records good and sufficient notice of non-responsibility of the  
9 lessor and lessor's property, prior to undertaking any work or im-  
10 provement or successive improvements.

11 This undertaking to hold lessor harmless shall relate only  
12 to claims, liens and liabilities arising after the execution of  
13 this mining lease as a result of the lessee's operations on the de-  
14 mised premises.

15 19. TIME IS OF THE ESSENCE.

16 Time is of the essence of this agreement and, in the  
17 event that lessee shall fail to make any payment or payments as  
18 herein provided or shall fail to perform each and every covenant,  
19 term and condition as herein provided, the lessor may, after thirty  
20 (30) days' notice in writing given to lessee within which to cure  
21 said default or violation, and provided said default or violation  
22 has not been cured during said thirty-day period, declare said  
23 lease forfeited, cancelled and terminated, and enter and repossess  
24 all of the property herein demised, with or without process of law.  
25 Where the default complained of cannot be cured by the lessee act-  
26 ing as expeditiously as possible within the thirty-day period here-  
27 in provided, lessee shall give written notice such is the case and  
28 such time shall be extended to the length of time necessary in  
29 order to cure said default, providing that the lessee is exercising  
30 its best efforts to correct the same and submits a detailed plan of



1 curing same; HOWEVER, this provision for extension of the default  
2 period shall not apply to the making of payments required hereunder  
3 or the performance of assessment work.

4 20. NOTICE.

5 All written notices provided for in the foregoing lease  
6 agreement to be served upon the respective parties shall be sent  
7 by registered mail, through a United States Post Office, postage  
8 prepaid, air mail where applicable, and addressed to the parties at  
9 their respective addresses as follows:

10 A. Notices to lessee shall be addressed to:

B. Notices to Lessor shall be addressed to:

Frank W. Lewis  
6904 Woodman Avenue  
Van Nuys, California 91405

23 Either of said parties may furnish notice of change of  
24 address by giving notice as above to the other party and the date  
25 of mailing, plus forty-eight (48) hours, shall constitute the date  
26 of delivery.

27 21. INSPECTION.

28 Lessee is leasing these premises based upon its own in-  
29 spection.  
30

1 22. TERMINATION.

2 At any time during the term of this agreement, but only  
3 after thirty (30) days' written notice, the lessee may abandon its  
4 interest therein by executing and delivering a quitclaim deed or  
5 other appropriate form or notice of such abandonment, in recordable  
6 form, to the lessor, conveying all of its right, title and interest  
7 in and to said claims.

8 23. SUSPENSION OF PERFORMANCE.

9 In the event that lessee's operations on the properties  
10 shall be interrupted by acts of God, war, national emergencies,  
11 inclement weather, strikes, civil commotion or other matters beyond  
12 its reasonable control, then the lessee's obligations hereunder  
13 shall be deferred during the period of such interruptions, excepting  
14 only to the performance of annual assessment work, and to the pay-  
15 ment of taxes and the minimum monthly payment.

16 24. NO REFUNDS.

17 Under no circumstances shall any sums paid hereunder to  
18 lessor be refundable. All payments due lessor shall be made di-  
19 rectly to lessor at such address as it shall direct.

25 25. Removal of Equipment.

26 All head frames, hoisting works, rail, ore bins,  
27 buildings, pumps, air and water lines and storage, and other  
28 improvements attached to the property shall remain with the  
29 premises at the termination of the lease, as the property of  
30 Lessor.

All other machinery and personal equipment, and tools,  
may be removed by Lessee where it does not damage or endanger  
the mine premises.

25 26. SHORT FORM LEASE.

26 Lessor and lessee ~~may~~ execute and acknowledge a short  
27 form lease for the purpose of recordation, which will refer to and  
28 incorporate this lease therein by reference and state generally  
29 therein the description of the mining property and the term of the  
30 lease.



1                   27. DRILL LOGS, ASSAYS, MAPS.

2                   Copies of all drill logs, exploration information, assays,  
3 maps and other information shall be furnished to lessor thirty (30)  
4 days prior to the termination or cancellation of this lease.

28. Successors and Assigns.

Each and every clause and covenant of this Lease, where  
the context requires it, shall extend to and include the successors  
and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed  
this Lease, the day and year first above written.

LESSOR:

\_\_\_\_\_  
Frank W. Lewis

/

LESSEE:



MINING LEASE

THIS LEASE, made the 1st day of April, 1968, between  
FRANK W. LEWIS, 6904 Woodman Avenue, Van Nuys, California,  
Lessor; and

Lessee:

W I T N E S S E T H :

1. Rights Granted to Lessee.

That the said Lessor, for and in consideration of  
the rents, royalties, covenants and agreements hereinafter  
set forth, and by the said Lessee to be paid, kept and per-  
formed, has let, and by these presents does let, unto the  
Lessee, all the following described mines and mining properties  
situated in Nevada, and more particularly described as follows:

NEVADA WONDER MINES  
WONDER MINING DISTRICT  
CHURCHILL COUNTY, NEVADA  
PATENTED MINING CLAIMS

|                 |                                    |
|-----------------|------------------------------------|
| Survey No. 3071 | Scorpion Lode                      |
| Survey No. 3072 | B & S Lode                         |
| Survey No. 3078 | Nevada Wonder                      |
| Survey No. 3079 | Ruby No. 1                         |
| Survey No. 3122 | Great Eastern                      |
| Survey No. 3122 | Great Eastern Fraction             |
| Survey No. 3122 | Great Eastern No. 1                |
| Survey No. 3122 | Great Eastern No. 3                |
| Survey No. 3122 | Great Eastern No. 4 (poor title)   |
| Survey No. 3124 | Last Chance No. 1                  |
| Survey No. 3325 | Nevada Wonder No. 2                |
| Survey No. 3326 | SE $\frac{1}{2}$ Last Chance No. 2 |
| Survey No. 3327 | Ruby No. 2                         |
| Survey No. 3398 | Nevadan                            |
| Survey No. 3398 | Little Witch                       |
| Survey No. 3398 | Silver Tip                         |
| Survey No. 3398 | Valley View                        |
| Survey No. 3398 | Pan Handle                         |
| Survey No. 3398 | Yellow Jacket                      |
| Survey No. 3671 | Golden Dawn No. 1                  |
| Survey No. 3671 | Golden Dawn No. 2                  |
| Survey No. 3671 | Golden Dawn No. 3                  |
| Survey No. 3671 | Golden Dawn No. 6                  |
| Survey No. 3786 | Queen No. 5                        |
| Survey No. 3786 | Queen No. 8                        |
| Survey No. 4225 | Nevada Wonder No. 3                |
| Survey No. 4226 | Hidden Treasure                    |
| Survey No. 4227 | North Star Lode                    |

UNPATENTED PLACER CLAIM  
(excepting herefrom any  
overlapping conflicts)

|            |                  |
|------------|------------------|
|            | <u>Recorded</u>  |
| T-1 Placer | Book 32 Page 340 |

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FAIRVIEW MINES  
FAIRVIEW MINING DISTRICT  
CHURCHILL COUNTY, NEVADA  
PATENTED MINING CLAIMS

Survey No. 2664 Nappias  
Survey No. 2664  $\frac{1}{2}$  Boulder  
Survey No. 2664  $\frac{1}{2}$  Boulder No. 1  
Survey No. 2731 Triangle  
Survey No. 2731 Arizona  
Survey No. 2731 Whirlwind  
Survey No. 2732 Juniper  
Survey No. 2732 Washington  
Survey No. 2732 Dakota  
Survey No. 2732 California  
Survey No. 2733 Oregon  
Survey No. 2733 Colorado  
Survey No. 3022 Borealis No. 2  
Survey No. 3022 Lena No. 4  
Survey No. 3022 Lena No. 5  
Survey No. 3213 Ivy  
Survey No. 3673 Jack Rabbit  
Survey No. 3927 Silver Butte  
Survey No. 3927 Lookout No. 5  
Survey No. 3927 Lookout No. 6  
Survey No. 3927 Lookout No. 11  
Survey No. 4184 Argel No. 1  
Survey No. 4184 Eva B.  
Survey No. 4184 Eva B. No. 2  
Survey No. 3213 Bradshaw Fraction

UNPATENTED MINING CLAIMS  
(Excepting therefrom any  
overlapping conflicts)

Consado  
Consado Fraction  
Side Winder  
Boulder No. 6

-3-



STONEWALL MINES

STONEWALL MOUNTAIN MINING DISTRICT

NYE COUNTY, NEVADA

PATENTED MINING CLAIMS

Survey No. 3909, Patent No. 282688

Stonewall King  
Mindanao  
Indian Chief  
Palawan  
Igorrotte  
Visayan

Survey No. 3913, Patent No. 282688

Stonewall King Fraction

UNPATENTED MINING CLAIMS  
(Excepting therefrom any  
overlapping conflicts)

| <u>Name</u>       | <u>Certificate of Location</u> |             |
|-------------------|--------------------------------|-------------|
|                   | <u>Book</u>                    | <u>Page</u> |
| Gold Star         | 72                             | 490         |
| Gold Star No. 1   | 72                             | 491         |
| Sterlag           | 72                             | 492         |
| Sterlag No. 1     | 72                             | 493         |
| Sterlag No. 2     | 72                             | 494         |
| Sterlag No. 3     | 72                             | 495         |
| Sterlag No. 4     | 72                             | 496         |
| Sterlag No. 5     | 72                             | 497         |
| Silver Star       | 72                             | 498         |
| Silver Star No. 1 | 72                             | 499         |

WATER RIGHT APPLICATION NO. 22896

1 TOGETHER WITH the minerals, placers, lodes and veins, all  
2 dips, spurs and angles, all water rights, ditches and ditch rights  
3 used in connection therewith or thereto appertaining, all buildings  
4 and other improvements now on said property, and all ore dumps and  
5 tailing dumps on said property; together with all and singular the  
6 tenements, hereditaments and appurtenances thereto belonging or  
7 appertaining.

8 With the exclusive right and privilege of prospecting and  
9 exploring for, and of mining, strip-mining, extracting and removing  
10 therefrom valuable minerals and ores [redacted] and to  
11 construct all works, improvements, buildings, plants, structures,  
12 roads, spur tracks, power lines and other works and facilities upon  
13 the leased property, and to make such other use of said property,  
14 including the use of water and timber thereon, and the dumping of  
15 waste and stockpiling and processing of ore thereon, as may be ne-  
16 cessary or convenient in the mining, strip-mining, disposing, pro-  
17 cessing and marketing of valuable minerals and ores thereon and  
18 therefrom; together with rights of ingress and egress thereto and  
19 therefrom, insofar as lessor can grant such rights.

20 CLAIMS LOCATED OR TO BE LOCATED, OR  
21 PROPERTY ACQUIRED UNDER THIS AGREEMENT

- 22 .ten (10)
- 23 A. A minimum of [redacted] claims shall be located  
24 by lessee around the outside perimeter of the claims  
25 in the Wonder Mining District in the name of less-  
26 sor. This work shall commence within thirty (30) days  
27 following the execution hereof.
- 28 B. Any additional property acquired by lessee, or any-  
29 one under its control, during the term hereof in the  
30 above-described mining districts shall  
be deemed covered by this lease and shall be acquired  
and held in the name of lessor, subject hereto.
- C. Water applications acquired upon or for use upon pro-  
perty herein shall be acquired, held and placed to  
use in the name of lessor.
- D. Other real property purchased by lessee in the above



1                    mining districts shall be acquired in  
2                    the name of lessor and included in this lease. If  
3                    any purchases of adjacent mining properties be made  
4                    by lessee, lessee shall be credited 100% return of  
                  purchase price from such purchased property before  
                  lessor shall be entitled to any payments from ore  
                  shipped therefrom.

ADAMS, REED & BOWEN  
ATTORNEYS AT LAW  
ARLINGTON OFFICE BUILDING  
290 SOUTH ARLINGTON AVENUE  
RENO, NEVADA

15                    To have and to hold unto said lessee for the time of  
16                    ninety-nine (99) years from the date hereof, unless sooner can-  
17                    celled or forfeited.

18                    And in consideration of the said lease, the said lessee  
19                    does covenant and agree with lessor as follows, to wit:

20                    2. OPERATIONS.

21                    Lessee shall enter upon said mines and premises and work  
22                    and develop the same in a manner necessary to good and economical  
23                    mining, so as to take out the greatest amount of ore possible, with  
24                    due regard to the safety, development and preservation of the said  
25                    premises as a workable mine.

26                    Lessee shall keep at all times the drifts, shafts, tun-  
27                    nels and other passages and workings of said demised premises used  
28                    by lessee thoroughly drained and clear of loose rock and rubbish of  
29                    all kinds, in a minerlike fashion where prudent.

30                    Lessee shall well and sufficiently timber said mine at



all points where proper, and repair all old timbering wherever it may become necessary.

Existing shafts or winzes shall not be destroyed or filled without written permission of Lessor.

3. Hoist.

Lessee shall set up a hoist on the Wonder or Stone-wall Mine within six (6) months from date.

4. Water Application.

Lessee shall improve and place to use within thirty (30) days, Water Application No. 22896. The water right shall be expeditiously placed to use so as to protect same.

1                   5. INSPECTION OF PREMISES.

2                   The lessor, at his own risk and expense, at all times,  
3 may inspect all of lessee's operations on the properties, conducting  
4 this in such manner as to least interfere with lessee's operation.  
5 In such inspections assays may be taken and surveys may be made.

6                   6. ASSIGNMENT.

7                   This lease may be assigned or sublet by lessee without  
8 the written consent of lessor. Lessee or its successors agree to  
9 give written notice, by registered mail, seven (7) days prior to  
10 the effective date of any such assignment to lessor thereof, and  
11 it is expressly agreed that any such assignee shall be expressly  
12 bound to perform all of the obligations of lessee hereunder upon  
13 receiving any such assignment. Said lease may be assigned succes-  
14 sively in accordance with the provisions hereof. Each assignee  
15 shall post notices of non-responsibility as required hereunder in  
16 Paragraph No. <sup>18</sup>~~20~~, prior to the effective date of any assignment.

17                   Assignment of this lease by lessee shall not relieve ori-  
18 ginal lessee or any subsequent lessees of liability to perform work  
19 as required in Paragraphs 1-A, 3, 4 and 4 hereto, as well as making  
20 any payments due or past due, as well as turning over all informa-  
21 tion due under Paragraph 27 hereof.

22                   7. CROSS OR PARALLEL LODES.

23                   Lessee shall occupy and hold all cross or parallel lodes,  
24 dips, spurs, feeders, crevices or mineral deposits of any kind  
25 which may be discovered in working under this lease, or by the said  
26 lessee, or any person or persons under it, in any manner, as the  
27 property of said lessor, with privilege to said lessee of working  
28 the same as an appurtenance of said demised premises, during the  
29 term of this lease, and to not locate or record the same, or allow  
30 the same to be located or recorded, except in the name of lessor.

1                   8. ASSESSMENT WORK.

2                   Assessment work shall be performed and filed prior to  
3 May first (1st) of every year on all unpatented claims and notifi-  
4 cation of filing with reference to book and page number shall be  
5 conveyed by notice, as herein provided, to lessor by May fifteenth  
6 (15th) of the same year.

7                   9. TAXES, ASSESSMENTS AND CHARGES.

12                  Lessee agrees that during the term hereof it will pay all  
13            taxes coming due henceforth, as the same are billed, within  
14 fifteen (15) days, before delinquency, including all real and per-  
15 sonal property taxes, assessments and charges levied or assessed  
16 by county, state, federal, local, municipal or other government  
17 agencies, against said mining properties or improvements or per-  
18 sonal property situate thereon, or on account of any products  
19 mined, shipped and sold therefrom.

20                  From the sales of ore or concentrates the lessor and the  
21 lessee shall be entitled to claim depletion for Internal Revenue  
22 Service purposes in the proportional amounts paid in royalties to  
23 lessor and lessee.

24                  10. NON-ROYALTY PAYMENTS.

25                  Lessee shall pay to lessor the following rental sums for  
26 and in consideration of lessor signing and leasing unto lessee the  
27 herein-described premises:

                  A. Seven Thousand Five Hundred (\$7,500.00) Dollars  
payable April 15, 1968.



8 B. A monthly minimum payment of Six HUNDRED (\$600.00)  
9 DOLLARS is to be paid for each and every month  
10 this agreement is in effect, beginning June 1,  
11 1968, and on the first (1st) day of every month there-  
12 after.

13 The  
14 monthly minimum royalty or rental paid by lessee  
15 under this agreement shall apply toward and be a cre-  
16 dit on the payment of any actual royalties due or  
17 thereafter becoming due during the month in which  
18 such royalty payment is made. Any excess of actual  
royalties hereunder over the minimum royalties shall  
not be a credit on future minimum payments.

11. ACTUAL ROYALTIES.

A. Lessor shall receive an actual royalty of Six  
(6%) mill or Six PERCENT (6%) net smelter returns  
on all minerals or ores mined, shipped and sold by  
lessee from the leased property.

22 As used herein the term "net smelter returns" shall  
23 be construed to mean and shall mean the gross selling  
24 price of the ores, less the cost of hauling the same  
25 from the leased premises to railroad cars for ship-  
26 ment to smelter or other reduction works purchasing  
the same and rail freight charges from such shipping  
point to smelter, or of trucking charges from leased  
premises direct to smelter, if handled in that manner,  
together with smelting and handling charges.

27 In the event ores are processed in a mill owned,  
28 operated or controlled by lessee (directly or indi-  
29 rectly), in Nevada or milled upon the  
30 properties hereto, no deductions shall be made for  
milling, transportation to the mill or other charges,  
and lessor may elect to take its share of concentrates  
or bullion by weight and make its own disposition of  
said concentrates.

1 In the event lessor elects to ship its concentrates  
2 along with lessee's to be marketed, then, in that  
3 event, lessor shall pay its proportionate share of  
4 freight and smelting charges.

5 Any amount due and payable to lessor as actual royalty  
6 shall be paid by lessee to lessor within thirty (30)  
7 days after such shipment or removal.

8 B. In the event lessee receives rentals, payments,  
royalties or other income from utilization of non-  
minerals properties, including millsites, water rights  
and town lots, or otherwise, including improvements  
which may hereafter be constructed thereon, six PER-  
CENT (6%) of the same shall be paid by lessee to  
lessor within thirty (30) days.

12. Shipments Made in Name of the Respective Mines of  
Frank W. Lewis, Owner.

All shipments of ores from the above claims shall be  
made in the name of the respective mines of Frank W. Lewis,  
Owner.

13. DUPLICATE COPY OF LEASE TO SMELTER.

Prior to shipping any ores lessee shall furnish the smel-  
ter or other reductions works purchasing or processing such ores  
with instructions relative to payment. Such instructions may take  
the form either of a duplicate copy of this lease or joint instruc-  
tions from both lessor and lessee. Payments to lessor shall be  
computed in accordance with the provisions of such instructions.  
The smelter or reduction works treating the ores shall cause the  
payments of royalties due lessor to be sent directly to lessor.

14. ACCOUNTING.

Lessee shall keep books of account showing the amount of  
ores extracted from said mine and other income from these leased  
premises, the amount of ore shipped, sold or treated, and the  
amount of money received from the sale of said ores or the values  
extracted therefrom.



1 Lessee will deliver to said lessor, at the end of the  
2 term, lessor's proportionate share of all ores extracted from said  
3 mine and which have not been shipped, sold, treated, or reduced;  
4 that a duplicate of mill, smelter or retort returns shall be fur-  
5 nished by the mill owner, or by the owner of the smelter or retort,  
6 to the said lessor, and that said books of account shall be open,  
7 at all times, to the said lessor and its representatives.

8 15. TITLE.

Attached hereto as "Exhibit A" are title policies to  
patented claims with insurable title. Lessee may elect to pur-  
chase title insurance to insure his leasehold interest herein. Title  
to all claims hereto are leased <sup>as is.</sup> Lessee further agrees there

13 shall be no recourse against lessor by suit, setoff or otherwise in  
14 the event of any title deficiencies <sup>which</sup> result in litigation or loss  
15 of any of the demised properties. Lessor agrees to cooperate in  
16 defense of any litigation or claim by third parties to any of the  
17 demised premises. Lessee may elect not to defend any such claim or  
18 suit at its option. In such event, lessee will promptly notify les-  
19 sor of its election not to defend and lessor may make such defense  
20 as it sees fit.

21 At lessee's expense, lessee may bring quiet title actions  
22 or patent proceedings to clear up any title deficiencies or improve  
23 the title hereto, in the name of lessor.

24 In the event of litigation or dispute with third parties  
25 concerning title or possessory right, either lessor or lessee may  
26 defend or prosecute such litigation, but neither shall be required  
27 to do so.

28 16. TERMINATION OR FORFEITURE.

29 Lessee shall deliver up to the said lessor the said pre-  
30 mises, with the appurtenances and all improvements, as used by the



1 lessee, in good order and condition, with all shafts and tunnels  
2 and other passages thoroughly clear of rubbish and drained, where  
3 prudent, and in a minerlike fashion, and the mine in all points  
4 ready for immediate continued working, accidents not arising from  
5 negligence alone excusing, without demand or further notice, at  
6 the end of the ninety-nine(99) year term at noon, or at any time  
7 previous, upon demand for forfeiture or cancellation as herein pro-  
8 vided.

9 17. PAY WAGES.

10 Lessee agrees to promptly pay all wages for work done and  
11 to comply with all laws, federal, state and local, pertaining to  
12 mining and mining operations.

13 18. CLAIMS, LIENS AND INSURANCE.

14 This lease is made upon the express condition that lessor  
15 is to be held free by lessee from all liability and claims for  
16 damages by reason of any injury to any person or persons or property  
17 while in or upon the said premises during the term of this lease;  
18 and lessee hereby covenants and agrees to indemnify and save harm-  
19 less the lessor from all liability on account of or by reason of  
20 such injuries or damages growing out of the same.

1 Lessee shall keep and hold harmless lessor and the pro-  
2 perty hereby leased from all claims, liens, claims for labor done  
3 and performed, materials and supplies furnished, personal injury or  
4 injuries of workmen, and to the latter end shall subject itself to  
5 the provisions of the Nevada Industrial Act as amended, making all  
6 necessary premium payments and deposits thereunder. Lessee shall  
7 post and keep posted on the premises and recorded in the county pub-  
8 lic records good and sufficient notice of non-responsibility of the  
9 lessor and lessor's property, prior to undertaking any work or im-  
10 provement or successive improvements.

11 This undertaking to hold lessor harmless shall relate only  
12 to claims, liens and liabilities arising after the execution of  
13 this mining lease as a result of the lessee's operations on the de-  
14 mised premises.

15 19. TIME IS OF THE ESSENCE.

16 Time is of the essence of this agreement and, in the  
17 event that lessee shall fail to make any payment or payments as  
18 herein provided or shall fail to perform each and every covenant,  
19 term and condition as herein provided, the lessor may, after thirty  
20 (30) days' notice in writing given to lessee within which to cure  
21 said default or violation, and provided said default or violation  
22 has not been cured during said thirty-day period, declare said  
23 lease forfeited, cancelled and terminated, and enter and repossess  
24 all of the property herein demised, with or without process of law.  
25 Where the default complained of cannot be cured by the lessee act-  
26 ing as expeditiously as possible within the thirty-day period here-  
27 in provided, lessee shall give written notice such is the case and  
28 such time shall be extended to the length of time necessary in  
29 order to cure said default, providing that the lessee is exercising  
30 its best efforts to correct the same and submits a detailed plan of



1 curing same; HOWEVER, this provision for extension of the default  
2 period shall not apply to the making of payments required hereunder  
3 or the performance of assessment work.

4 20. NOTICE.

5 All written notices provided for in the foregoing lease  
6 agreement to be served upon the respective parties shall be sent  
7 by registered mail, through a United States Post Office, postage  
8 prepaid, air mail where applicable, and addressed to the parties at  
9 their respective addresses as follows:

10 A. Notices to lessee shall be addressed to:

B. Notices to Lessor shall be addressed to:

Frank W. Lewis  
6904 Woodman Avenue  
Van Nuys, California 91405

23 Either of said parties may furnish notice of change of  
24 address by giving notice as above to the other party and the date  
25 of mailing, plus forty-eight (48) hours, shall constitute the date  
26 of delivery.

27 21. INSPECTION.

28 Lessee is leasing these premises based upon its own in-  
29 spection.  
30



1 22. TERMINATION.

2 At any time during the term of this agreement, but only  
3 after thirty (30) days' written notice, the lessee may abandon its  
4 interest therein by executing and delivering a quitclaim deed or  
5 other appropriate form or notice of such abandonment, in recordable  
6 form, to the lessor, conveying all of its right, title and interest  
7 in and to said claims.

8 23. SUSPENSION OF PERFORMANCE.

9 In the event that lessee's operations on the properties  
10 shall be interrupted by acts of God, war, national emergencies,  
11 inclement weather, strikes, civil commotion or other matters beyond  
12 its reasonable control, then the lessee's obligations hereunder  
13 shall be deferred during the period of such interruptions, excepting  
14 only to the performance of annual assessment work, and to the pay-  
15 ment of taxes and the minimum monthly payment.

16 24. NO REFUNDS.

17 Under no circumstances shall any sums paid hereunder to  
18 lessor be refundable. All payments due lessor shall be made di-  
19 rectly to lessor at such address as it shall direct.

25. Removal of Equipment.

All head frames, hoisting works, rail, ore bins,  
buildings, pumps, air and water lines and storage, and other  
improvements attached to the property shall remain with the  
premises at the termination of the lease, as the property of  
Lessor.

All other machinery and personal equipment, and tools,  
may be removed by Lessee where it does not damage or endanger  
the mine premises.

25 26. SHORT FORM LEASE.

26 Lessor and lessee ~~may~~ execute and acknowledge a short  
27 form lease for the purpose of recordation, which will refer to and  
28 incorporate this lease therein by reference and state generally  
29 therein the description of the mining property and the term of the  
30 lease.

1                   27. DRILL LOGS, ASSAYS, MAPS.

2                   Copies of all drill logs, exploration information, assays,  
3 maps and other information shall be furnished to lessor thirty (30)  
4 days prior to the termination or cancellation of this lease.

28. Successors and Assigns.

Each and every clause and covenant of this Lease, where  
the context requires it, shall extend to and include the successors  
and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed  
this Lease, the day and year first above written.

LESSOR:

\_\_\_\_\_  
Frank W. Lewis

LESSEE:



WONDER RHYOLITE

ALPINE DACITE

WONDER SHAFT

BADGER

WONDER

WONDER

WONDER FAULT

WONDER VEIN

RUBY VEIN

MILL

BLUE JAY  
RHYOLITE

OPEN PIT  
OR  
SOLUTION

EXTENSION SHAFT

WONDER RHYOLITE

EXTENSION  
RHYOLITE

ALPINE  
DACITE

ANDESITE  
DYKE

Geologic Map

of

NEVADA WONDER MINE

Churchill County, Nevada  
1 Inch = 200 Feet

F. W. LEWIS, Owner, 6904 WOODMAN AVE.  
Van Nuys, California





# Map of NEVADA WONDER STOPE PLAN

STOPING TO DEC. 31, 1919  
NEVADA WONDER MINE  
Churchill County, Nevada

1 INCH = 100 FEET

F. LEWIS, OWNER  
6904 Woodman  
VAN NUYS, CAL.



