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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GRAHAM

ELIZABETH WEST, a single woman,

Plaintiff

vs

J. A. FARRELL, et al,

Defendants

No. 4138

JUDGMENT

This cause came on regularly for trial before the Court sitting without a jury, on the 7th day of September, 1949, plaintiff, Elizabeth West, a single woman, appearing by Guynn & Twitty; and it appearing that defendants, J. A. Farrell; Unknown Heirs of J. A. Farrell, Deceased; Luella Farrell, Widow of J. A. Farrell, Deceased, were each duly and regularly served with process herein, that each of said defendants has failed to answer or otherwise plead within the time required by law, or at all, and default having been duly and regularly entered against each of said defendants by the Clerk of this Court; and plaintiff having introduced evidence in support of the allegations in her complaint, and the matter having been submitted to the Court, the Court after careful consideration finds:

1. That plaintiff, Elizabeth West, a single woman, was at the time of the filing of the complaint herein, and now is the owner in possession of the unpatented lode mining claims hereinafter described.

2. That defendants, J. A. Farrell; Unknown Heirs of J. A. Farrell, Deceased; Luella Farrell, Widow of J. A. Farrell, Deceased, and each of them, has no right, title, claim, estate of interest whatsoever in or to the unpatented lode mining claims hereinafter described.



3. That all and singular the allegations contained in plaintiff's complaint are true and correct and are fully sustained by the evidence, and the Court concludes as a matter of law that plaintiff is entitled to judgment and decree establishing her estate in and to said unpatented lode mining claims, and barring and forever estopping defendants, J. A. Farrell; Unknown Heirs of J. A. Farrell, Deceased; Luella Farrell, Widow of J. A. Farrell, Deceased, and each of them, from having any right title, claim or interest in or to said property, or any part thereof, adverse to plaintiff.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That plaintiff, Elizabeth West, a single woman, was at the time of the commencement of this action, and now is, the owner in possession of those certain unpatented mining claims situate and being in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County in the book and at the page set after the following mining claims:

<u>Name of Claim</u>	<u>Book of Mines</u>	<u>Page</u>
Iron Cap Number One (1)	26	541
Iron Cap Number Two (2)	26	542
Iron Cap Number Three (3)	28	283
Lone Wolf No. 1	26	285
Lone Wolf No. 2	26	286
Lone Wolf No. 3	26	287

2. That defendants, J. A. Farrell; Unknown Heirs of J. A. Farrell, Deceased; Luella Farrell, Widow of J. A. Farrell, Deceased, and each of them has no right, title, estate or interest whatsoever in or to those certain unpatented lode mining claims described in paragraph 1 above.

3. That defendants, J. A. Farrell; Unknown Heirs of J. A. Farrell, Deceased; Luella Farrell, Widow of J. A. Farrell, Deceased, and each of them, is estopped and forever barred from asserting any claim whatsoever in or to the said unpatented

lode mining claims, or any part thereof, adverse to plaintiff.

Done in open Court this 7th day of September, 1949.

/s/ Benjamin Blake

Judge of the Superior Court

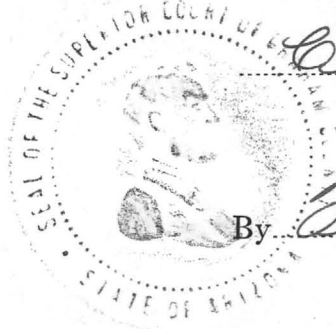
STATE OF ARIZONA }  
COUNTY OF GRAHAM } ss.

I, Cleora Hancock Clerk of the Superior Court of the State of Arizona, in  
and for the County of Graham, do hereby certify that the attached instrument is a full, true and  
correct copy of the original Judgment, Case #4138

ELIZABETH WEST, single woman, Pltf. vs J. A. Farrell, Et Al, Defs.

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal  
this 7th day of September, 1949.



Cleora Hancock  
Clerk of the Superior Court,  
Graham County, Arizona

By Theresa Moody  
Deputy

STATE OF ARIZONA, County of Graham, ss: Fee No. 2141

I hereby certify that the within instrument was filed and recorded  
at request of H. A. Twitty 9/7/49 1:15 P.M.  
in DOCKET No. 6 Page 1-3 and indexed in Mining Deeds

Witness my hand and official seal the day and year aforesaid.

H. LYLE GRANT

COUNTY RECORDER

By

Jean Leonard  
Deputy  
Recorder



MINING DEED

THIS INDENTURE, Made the 7<sup>th</sup> day of October, 1949,  
between MARY JANE SMITH, wife of REX SMITH, of Detroit, Michigan,  
the Party of the First Part, and ELIZABETH WEST, an unmarried  
woman, Thatcher, Arizona, the Party of the Second Part;

WITNESSETH: That the said Party of the First Part, for  
and in consideration of the sum of Ten Dollars (\$10.00), to  
her in hand paid by the said Party of the Second Part, the re-  
ceipt whereof is hereby acknowledged, has granted, bargained,  
sold, remised, released and forever quitclaimed, and by these  
presents does grant, bargain, sell, remise, release and forever  
quitclaim unto the said party of the Second Part, and to her  
heirs, executors, administrators and assigns the following un-  
patented lode mining claims situate in the Lone Star Mining Dis-  
trict, Graham County, State of Arizona;

<u>Name of Claim</u>	<u>Book of Mines</u>	<u>Page</u>
Iron Cap Number One (1)	26	541
Iron Cap Number Two (2)	26	542
Iron Cap Number Three (3)	28	283
Lone Wolf No. 1	26	285
Lone Wolf No. 2	26	286
Lone Wolf No. 3	26	287

Together with all the dips, spurs, and angles, and  
also all the metals, ores, gold and silver-bearing quartz, rock  
and earth therein; and all the rights, privileges and franchises  
thereto incident, appendant and appurtenant, or therewith us-  
ually had and enjoyed; and also, all and singular the tenements,  
hereditaments and appurtenances thereto belonging, or otherwise  
appertaining, and the rents, issues and profits thereof, and  
also all the estate, right, title, interest, property, possession,  
claim and demand whatsoever, as well in law as in equity, of the  
said Party of the First Part, of, in or to the said premises  
and every part and parcel thereto with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident, unto the said Party of the Second Part, her heirs, executors, administrators and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand the day and year first above written.

Mary Jane Smith

STATE OF MICHIGAN )  
COUNTY OF Wayne ) ss

On this 7<sup>th</sup> day of October, 1949, before me Mary Jane Smith, the undersigned officer, personally appeared Mary Jane Smith, known to be the person whose name is subscribed to the within instrument and that she executed the same for the purpose therein contained.

Jane H. Henshaw  
Notary Public

My commission expires:

August 31, 1952

No stamp tax (Consideration under \$100.00)  
Na 7-10-13-49

STATE OF ARIZONA, County of Graham, ss: Fee No. 2383

I hereby certify that the within instrument was filed and recorded at request of Howard A. Twitty 10-14-49 3:00 P.M. in DOCKET No. 6 Page 291-92 and indexed in Mining Deeds

Witness my hand and official seal the day and year aforesaid.

H. LYLE GRANT

COUNTY RECORDER

By H. Lyle Grant Recorder



AMENDMENT OF OPTION AGREEMENT AND  
MEMORANDUM OF OPTION AGREEMENT

THIS AGREEMENT, made this 9th day of October, 1950, by and between C. E. T. Eaton, a divorced man of Phoenix, Arizona, Pearl Shreffler Eaton, a divorced woman of Graham County, Arizona, as Owners, and Consolidated Coppermines Corporation, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

WHEREAS, Owners heretofore have granted to Optionee an option to purchase three unpatented mining claims situate in the Lone Star Mining District, Graham County, Arizona, which option is evidenced by an Option Agreement dated April 24, 1949, Memorandum of Option Agreement of the same date recorded in the office of the County Recorder of Graham County, State of Arizona, in Docket 4 at page 166, and Amendment to said Option Agreement and Memorandum of Option Agreement dated July 10, 1949 and recorded in the office of the County Recorder of Graham County, State of Arizona, in Docket 5 at page 256,

WHEREAS, the unpatented mining claims referred to in said Amended Option Agreement and Memorandum of Option Agreement are those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Red Mountain No. 1	31	600
Red Mountain No. 2	31	601
Red Mountain No. 3	31	602

WHEREAS, said owners are now divorced and Pearl Shreffler Eaton is now known as Pearl West Shreffler,

WHEREAS, Pearl West Shreffler and C. E. T. Eaton each owns subject to said option, an undivided one-half (1/2) interest in said mining claims,



WHEREAS, it is the desire of the parties to this agreement that the schedule for the payment of the installments of the purchase price set forth in said Option Agreement shall be rearranged, Optionee be authorized to pay the respective Owners his or her share directly and certain other amendments be made.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid to each of said Owners by Optionee, it is mutually agreed by and between the parties hereto as follows:

(1) The installments of the purchase price of Twenty Thousand Dollars (\$20,000.00) shall be rearranged, and shall be payable to the Owners as follows:

\$ 166.67 on November 1, 1950 to Pearl West Schreffler  
166.67 on November 1, 1950 to C. E. T. Eaton  
166.67 on December 1, 1950 to Pearl West Schreffler  
166.67 on December 1, 1950 to C. E. T. Eaton  
166.66 on January 1, 1951 to Pearl West Schreffler  
166.66 on January 1, 1951 to C. E. T. Eaton  
166.67 on February 1, 1951 to Pearl West Schreffler  
166.67 on February 1, 1951 to C. E. T. Eaton  
✓ 166.67 on March 1, 1951 to Pearl West Schreffler  
166.67 on March 1, 1951 to C. E. T. Eaton  
166.66 on April 1, 1951 to Pearl West Schreffler  
166.66 on April 1, 1951 to C. E. T. Eaton  
166.67 on May 1, 1951 to Pearl West Schreffler  
166.67 on May 1, 1951 to C. E. T. Eaton  
166.67 on June 1, 1951 to Pearl West Schreffler  
166.67 on June 1, 1951 to C. E. T. Eaton  
166.66 on July 1, 1951 to Pearl West Schreffler  
166.66 on July 1, 1951 to C. E. T. Eaton  
166.67 on August 1, 1951 to Pearl West Schreffler  
166.67 on August 1, 1951 to C. E. T. Eaton  
166.67 on September 1, 1951 to Pearl West Schreffler  
166.67 on September 1, 1951 to C. E. T. Eaton  
166.66 on October 1, 1951 to Pearl West Schreffler  
166.66 on October 1, 1951 to C. E. T. Eaton  
2000.00 on November 1, 1951 to Pearl West Schreffler  
2000.00 on November 1, 1951 to C. E. T. Eaton  
2000.00 on November 1, 1952 to Pearl West Schreffler  
2000.00 on November 1, 1952 to C. E. T. Eaton  
2000.00 on November 1, 1953 to Pearl West Schreffler  
2000.00 on November 1, 1953 to C. E. T. Eaton  
2000.00 on November 1, 1954 to Pearl West Schreffler  
2000.00 on November 1, 1954 to C. E. T. Eaton

provided that, at any time, at the election of the Optionee the unpaid balance of the purchase price may be paid. Payments of royalties specified in the Option Agreement shall be paid one-half to Pearl West Schreffler and one-half to C. E. T. Eaton and shall be applied against the installments



of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owners of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above. The Owners each agree that the other owns, subject to the option with optionee, an undivided one-half interest in the above described mining claims and that for the convenience of Owners, Optionee is hereby authorized to pay to each Owner his or her respective share but by making such payments to each Owner the obligations of Optionee are as fully discharged as though said payments had been made to Owners jointly.

(2) In lieu of the paragraph of the option agreement providing that the Owners shall place a deed in escrow the following paragraph is added:

Upon written request by Optionee, Owners shall execute and cause to be placed in escrow in The Valley National Bank of Phoenix, Phoenix, Arizona, or in such other bank or trust company or escrow holder as may be mutually agreed upon, a mining deed quit-claiming, assigning and transferring said mining premises to the Optionee or to such other party as it may designate, together with instructions governing the delivery thereof according to the terms and conditions contained in the Option Agreement and Memorandum of Option Agreement as amended.

(3) In lieu of the following paragraph which is set forth in said Option Agreement:

"If the Optionee shall violate, or fail to comply with, the provisions hereof, then, and in that event, this option shall terminate and all rights of the Optionee hereunder shall cease and all payments theretofore made hereunder shall be retained by the Owners as full compensation as rental for the occupancy of said property, as the consideration for which this agreement is executed and as liquidated damages."

the following paragraph is added:

If at any time Optionee shall violate, or fail to comply with the provisions of said Option Agreement and Memorandum of Option Agreement, as amended, and if said non-fulfillment or non-performance shall continue for a period of ten (10) days after written notice has been given to it by Owners, then upon the expiration of said ten (10) day period, all rights of the Optionee under said option shall terminate and all payments theretofore made under said option shall be retained by the Owners as full compensation as rental for the occupancy of said property, as the consideration for which said option is given and as liquidated damages.



(4) In lieu of the paragraph of the Option Agreement providing the method of giving notice and address where notices should be mailed the following paragraph is added:

Service of all notices shall be by registered mail. Notices shall be mailed to each of the Owners. Until the other party has been notified of a change of address, notices shall be mailed to Pearl West Schreffler at P. O. Box 133, Thatcher, Arizona. C.E.T. Eaton at 1940 East Indian School Road, Phoenix, Arizona, and to the Optionee, c/o Guynn & Twitty, 907 Title & Trust Building, Phoenix, Arizona.

(5) Except as stated in sub-paragraphs (1), (2), (3), and (4) hereinabove, all other provisions of the Option Agreement and Memorandum of Option Agreement, as amended by the amendment dated July 10, 1949 remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in quadruplicate, as of the day and year first above written.

C.E.T. Eaton  
Pearl West Schreffler  
Owners

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation

By Arthur H. Orner  
General Manager  
Optionee

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS.

On this the 9 day of October, 1950, before me Howard A. Twitty, the undersigned officer, personally appeared C. E. T. Eaton, known to be the person whose name is subscribed to the within instrument and that he executed the same for the purpose therein contained.

Howard A. Twitty  
Notary Public  
My commission expires: June 1, 1954

STATE OF ARIZONA )  
COUNTY OF GRAHAM ) SS.

On this the 10 day of October, 1950, before me Helen Hooper, the undersigned officer, personally appeared Pearl West Schreffler, known to be the person whose name is subscribed to the within instrument and that she executed the same for the purpose therein contained.

Helen Hooper  
Notary Public  
My commission expires: March 10 - 1953



STATE OF NEVADA

COUNTY OF WHITE PINE

SS.

On this the 16 day of October, 1950, before me  
personally appeared Arthur J. DeLuna, who acknowledged  
himself to be the General Manager of Consolidated Coppermines  
Corporation, a corporation; and that he, as such General Manager  
being authorized so to do, executed the foregoing instrument  
for the purposes therein contained, by signing the name of the  
corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

  
Notary Public

My commission expires:

May 24 - 1954

Oct 26, 1950

W Docket 411 - 415



AMENDMENT OF OPTION AGREEMENT AND  
MEMORANDUM OF OPTION AGREEMENT

THIS AGREEMENT, made this 10th day of October, 1950, by and between Elizabeth West, a single woman, of Graham County, Arizona, as Owner, and Consolidated Coppermines Corporation, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

WHEREAS, Owner heretofore has granted to Optionee an option to purchase three unpatented mining claims situate in the Lone Star Mining District, Graham County, Arizona, which option is evidenced by an Option Agreement dated August 26, 1949, and a Memorandum of Option Agreement of the same date, which is recorded in the office of the County Recorder of Graham County, State of Arizona, in Docket 5 at page 542,

WHEREAS, the unpatented mining claims referred to in said Option Agreement and Memorandum of Option Agreement are those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Lone Wolf No. 1	26	285
Lone Wolf No. 2	26	286
Lone Wolf No. 3	26	287

WHEREAS, it is the desire of the parties to this agreement that the schedule for the payment of the installments of the purchase price set forth in said Option Agreement shall be rearranged and certain other amendments be made.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Owner by Optionee, it is mutually



agreed by and between the parties hereto as follows:

(1) The installments of the purchase price of Six Thousand (\$6000.00) Dollars shall be rearranged, and shall be payable, as follows:

\$ 100.00 on November 1, 1950,  
100.00 on December 1, 1950,  
100.00 on January 1, 1951,  
100.00 on February 1, 1951,  
100.00 on March 1, 1951,  
100.00 on April 1, 1951,  
100.00 on May 1, 1951,  
100.00 on June 1, 1951,  
100.00 on July 1, 1951,  
100.00 on August 1, 1951,  
100.00 on September 1, 1951,  
100.00 on October 1, 1951,  
1200.00 on November 1, 1951,  
1200.00 on November 1, 1952,  
1200.00 on November 1, 1953, and  
1200.00 on November 1, 1954,

provided that, at any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid. Payment of royalties to Owner by Optionee as specified in the Option Agreement shall be applied against the installment of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

(2) In lieu of the paragraph of the Option Agreement providing that the Owner shall place a deed in escrow the following paragraph is added:

Upon written request by Optionee, Owner shall execute and cause to be placed in escrow in The Valley National Bank of Phoenix, Phoenix, Arizona, or in such other bank or trust company or escrow as may be mutually agreed upon, a mining deed quit-claiming, assigning and transferring said mining premises to the Optionee or to such other party as it may designate, together with instructions governing the delivery thereof according to the terms and conditions contained in the Option Agreement, Memorandum of Option Agreement and this Agreement.

(3) In lieu of the following paragraph which is set forth in said Option Agreement:

"If the Optionee shall violate, or fail to comply with the provisions hereof, then, and in that event, this option shall terminate and all rights of the Optionee hereunder shall cease and all payments theretofore made hereunder shall be retained by the Owner as full compen-



sation as rental for the occupancy of said property, as the consideration for which this agreement is executed and as liquidated damages."

the following paragraph is added:

If at any time Optionee shall violate, or fail to comply with the provisions of said Option Agreement, and Memorandum of Option Agreement, as amended, and if said non-fulfillment or non-performance shall continue for a period of ten (10) days after written notice has been given to it by Owner, then upon the expiration of said ten (10) day period, all rights of the Optionee under said option shall terminate and all payments theretofore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which said option is given and as liquidated damages.

(4) Except as stated in sub-paragraphs (1), (2), and (3) hereinabove, all other provisions of the Option Agreement and Memorandum of Option Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

Elizabeth West  
Owner

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation

By Arthur Connor  
General Manager  
Optionee

STATE OF ARIZONA )  
COUNTY OF GRAHAM ) SS.

On this the 10 day of October, 1950, before me, G. Allen Hooper, the undersigned officer, personally appeared Elizabeth West, known to be the person whose name is subscribed to the within instrument and that she executed the same for the purpose therein contained.

G. Allen Hooper  
Notary Public

My commission expires: Nov 10-1953

~~STATE OF NEVADA )~~  
~~COUNTY OF WHITE PINE )~~ SS.

On this the \_\_\_\_\_ day of October, 1950, before me,



STATE OF NEVADA

COUNTY OF WHITE PINE

} SS.

On this 16 day of October, 1950, before me,  
[Signature], the undersigned officer, per-  
sonally appeared Arthur J. B. Connor who acknowledged himself  
to be the General Manager of Consolidated Coppermines Corporation,  
a corporation; and that he, as such General Manager being authorized  
so to do, executed the foregoing instrument for the purposes there-  
in contained, by signing the name of the corporation by himself as  
General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

[Signature]  
Notary Public

My commission expires:

May 24 - 1954

Rec - Oct 26, 1950

" Dackitt 11 page 403, 404, 405, 406



AMENDMENT OF OPTION AGREEMENT AND  
MEMORANDUM OF OPTION AGREEMENT

THIS AGREEMENT, made this 10th day of October, 1950, by and between Elizabeth West, a single woman, of Graham County, Arizona, as Owner, and Consolidated Coppermines Corporation, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

WHEREAS, Owner heretofore has granted to Optionee an option to purchase three unpatented mining claims situate in the Lone Star Mining District, Graham County, Arizona, which option is evidenced by an Option Agreement dated June 16, 1949, and a Memorandum of Option Agreement of the same date, which is recorded in the office of the County Recorder of Graham County, State of Arizona, in Docket 5 at pages 44 and 45,

WHEREAS, the unpatented mining claims referred to in said Option Agreement and Memorandum of Option Agreement are those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Iron Cap Number One (1)	26	541
Iron Cap Number Two (2)	26	542
Iron Cap Number Three (3)	28	283

WHEREAS, it is the desire of the parties to this agreement that the schedule for the payment of the installments of the purchase price set forth in said Option Agreement shall be rearranged and certain other amendments be made.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Owner by Optionee, it is mutually



agreed by and between the parties hereto as follows:

(1) The installments of the purchase price of Six Thousand (\$6000.00) Dollars shall be rearranged, and shall be payable, as follows:

\$ 100.00 on November 1, 1950,  
100.00 on December 1, 1950,  
100.00 on January 1, 1951,  
100.00 on February 1, 1951,  
100.00 on March 1, 1951,  
100.00 on April 1, 1951,  
100.00 on May 1, 1951,  
100.00 on June 1, 1951,  
100.00 on July 1, 1951,  
100.00 on August 1, 1951,  
100.00 on September 1, 1951,  
100.00 on October 1, 1951,  
1200.00 on November 1, 1951,  
1200.00 on November 1, 1952,  
1200.00 on November 1, 1953, and  
1200.00 on November 1, 1954,

provided that, at any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid. Payment of royalties to Owner by Optionee as specified in the Option Agreement shall be applied against the installment of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

(2) In lieu of the paragraph of the Option Agreement providing that the Owner shall place a deed in escrow the following paragraph is added:

Upon written request by Optionee, Owner shall execute and cause to be placed in escrow in The Valley National Bank of Phoenix, Phoenix, Arizona, or in such other bank or trust company or escrow holder as may be mutually agreed upon, a mining deed quit-claiming, assigning and transferring said mining premises to the Optionee or to such other party as it may designate, together with instructions governing the delivery thereof according to the terms and conditions contained in the Option Agreement, Memorandum of Option Agreement and this agreement.

(3) In lieu of the following paragraph which is set forth in said Option Agreement:

"If the Optionee shall violate, or fail to comply with the provisions hereof, then, and in that event, this option shall terminate and all rights of the Optionee hereunder shall cease and all payments theretofore made hereunder shall be retained by the Owner as full compen-



sation as rental for the occupancy of said property, as the consideration for which this agreement is executed and as liquidated damages."

the following paragraph is added:

If at any time Optionee shall violate, or fail to comply with the provisions of said Option Agreement, and Memorandum of Option Agreement, as amended, and if said non-fulfillment or non-performance shall continue for a period of ten (10) days after written notice has been given to it by Owner, then upon the expiration of said ten (10) day period, all rights of the Optionee under said option shall terminate and all payments theretofore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which said option is given and as liquidated damages.

(4) Except as stated in sub-paragraphs (1), (2), and (3) hereinabove, all other provisions of the Option Agreement and Memorandum of Option Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of the day and year first above written.

Elizabeth West.  
Owner

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation

By Arthur J. Connor  
General Manager  
Optionee

STATE OF ARIZONA )  
COUNTY OF GRAHAM ) SS.

Arthur J. Connor On this the 10 day of October, 1950, before me, the undersigned officer, personally appeared Elizabeth West, known to be the person whose name is subscribed to the within instrument and that she executed the same for the purpose therein contained.

Arthur J. Connor  
Notary Public

My commission expires: March 10 - 1953

STATE OF NEVADA )  
COUNTY OF WHITE PINE ) SS.

On this the \_\_\_\_\_ day of October, 1950, before me,



STATE OF NEVADA

COUNTY OF WHITE PINE

} SS.

On this 16 day of October, 1950, before me, [Signature] the undersigned officer, personally appeared Arthur J. O'Brien who acknowledged himself to be the General Manager of Consolidated Coppermines Corporation, a corporation; and that he, as such General Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My commission expires:

May 24 - 1954

Permanently Recorded  
758 60104 60104



Oct 26, 1950

11 sheets 407-410

# OPTION AGREEMENT

THIS AGREEMENT, made this 10th day of February, 1951, by and between THE LONE STAR MINES, INCORPORATED, an Arizona corporation, as Owner, and CONSOLIDATED COPPERMINES CORPORATION, a Delaware corporation licensed to transact business in Arizona, as Optionee,

## W I T N E S S E T H:

That the parties hereto mutually agree as follows:

1. The Owner, in consideration of the sum of One Hundred Dollars (\$100.00) to it in hand paid by the Optionee, receipt of which is hereby acknowledged, has granted unto the Optionee, its successors and assigns, the exclusive right and option to purchase from Owner, upon the terms and conditions hereinafter stated, those ten unpatented lode mining claims situated in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County in the book and at the page set after the respective mining claims:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>
Consolidated Metals No.1	31	578
Consolidated Metals No.2	31	579
Consolidated Metals No.21	31	630
Consolidated Metals No.22	31	631
Consolidated Metals No.23	31	632
Consolidated Metals No.24	31	633
Consolidated Metals No.25 (Orig. Location)	31	634
(Amended Location)	Docket No.5	24
Consolidated Metals No.26 (Orig. Location)	31	635
(Amended Location)	Docket No.5	25
Consolidated Metals No.27 (Orig. Location)	31	636
(Amended Location)	Docket No.5	26
Prosperity No.1	33	27

2. The purchase price of said property shall be Thirty Thousand Dollars (\$30,000.00) and shall be payable as follows:



\$ 500.00 on November 1, 1951;  
500.00 on December 1, 1951;  
500.00 on January 1, 1952;  
500.00 on February 1, 1952;  
500.00 on March 1, 1952;  
500.00 on April 1, 1952;  
500.00 on May 1, 1952;  
500.00 on June 1, 1952;  
500.00 on July 1, 1952;  
500.00 on August 1, 1952;  
500.00 on September 1, 1952;  
500.00 on October 1, 1952;  
6000.00 on November 1, 1952;  
6000.00 on November 1, 1953;  
6000.00 on November 1, 1954, and  
6000.00 on November 1, 1955,

provided that the date of payment of each installment shall be changed to a later date as provided in paragraph 17 hereinafter set forth. Payment of royalties to Owner by Optionee as specified in this agreement shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. In the event the Optionee desires to continue this option beyond May 1 during any year of its life, Optionee shall by said date have performed the annual labor or assessment work as is required by law to hold the unpatented mining claims under this option for the year beginning the next July 1, and shall cause proper affidavits of said work to be recorded as required



by law on or before said May 1. Owner shall be furnished a copy of said affidavit at the time of its recording. It is understood by Optionee and Owner that the mining claims under this option, the Red Mountain, Lone Wolf and Iron Cap unpatented mining claims under option by Optionee from other persons, and unpatented mining claims located and owned by Optionee together form a single group of mining claims. Owner agrees that development and exploration work done on one or more of the unpatented mining claims which are included in this group will be for the benefit of the mining claims under this option and further agrees that such work performed on any of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, building of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee. In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

*ad valorem*

5. The Optionee shall pay all state and county taxes which shall be levied after the first day of January, 1951 and during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.



6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens therefor. Optionee shall permit Owner to place and maintain such notices thereon as may be lawfully necessary to protect Owner against such claims and liens.

7. Optionee shall keep full and accurate account and records of all development work performed on the property and shall during regular business hours afford the Owner free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metalurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall, until the payment of the purchase price has been made in full, pay Owner as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owner shall be paid within sixty (60) days after payment of the



net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing, except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owner, it shall deliver to Optionee its mining deed granting, conveying, assigning and transferring the property under this option.

12. Owner represents that at the present time the only encumbrance against the property under this option is a lien of Reconstruction Finance Corporation under an agreement between Reconstruction Finance Corporation and a partnership consisting of Albert Spalding, Paul Merrill, J. D. Merrill, Jack Folks and Eugene Creech, doing business as Lone Star Mine and/or the Owner whereby \$5000.00 was loaned said partnership and/or the Owner. The escrow instructions shall provide that the escrow holder shall receive and hold payments on the purchase price paid by Optionee, including royalties, until (1) the obligation of Reconstruction Finance Corporation is satisfied and the lien is released and discharged, (2) the Reconstruction Finance Corporation has waived said lien and by a proper instrument recorded in the office of the County Recorder of Graham County released the lien on the property under



this option or (3) the Optionee has notified the escrow holder in writing that it may remit certain or all the payments of the purchase price received by it to the Owner. Owner covenants that it has not and will not during the existence of this option sell, lease or rent the property hereunder and that, except as stated above, it has not heretofore encumbered said property and that during the existence of this option and until the full purchase price is paid it will not permit to be encumbered or encumber by its own action said property, and any liens, charges or encumbrances levied, assessed or imposed by its action or otherwise prior hereto or by its action or otherwise from the date of this option shall be paid off by it and be released and discharged at its expense. The Owner agrees to cooperate fully with the Optionee in perfecting title to said property including the bringing by it upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owner at the request of Optionee.

13. Owner authorizes J. D. Merrill as its agent to agree upon request of Optionee to amend any locations of the unpatented mining claims under this option or to relocate any of said mining claims. The entire cost and expense of such amended locations or relocations shall be borne by Optionee. Owner further authorizes J. D. Merrill as its agent to execute for and on its behalf all papers and documents in connection with said amended locations or relocations. It is understood that this option will extend to and include all such amended locations or relocations.

14. Before an escrow provided in paragraph 16 below is set up any and all payments, including royalties, under this option shall be made by Optionee depositing such payments to the account of Owner in THE VALLEY NATIONAL BANK, PHOENIX, at



Phoenix, or in such other bank as its board of directors may designate by resolution, after a certified copy of the resolution has been received by Optionee through registered mail.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owner, its successors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon.

(b) Upon written notice to Owner by Optionee that the latter intends to pay within sixty (60) days the initial installment of \$500.00, the Optionee and Owner shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owner shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to optionee the deed executed by Owner upon payment of the purchase price as set forth in this option, and to deliver to Owner the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owner through the escrow holder. Upon making such payments to the escrow holder, Optionee shall be deemed to have made them to Owner, its successors and assigns and there-



upon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or payments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments of the purchase price under this agreement directly to Owner, shall be entitled to receive directly from the Owner the deeds which it would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the performance of any of its obligations hereunder, and it shall not lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to



pay taxes and perform assessment work (if any be required by law) as above provided.

18. In the event the Optionee shall surrender this option, or it is terminated for any cause, it agrees to do the following:

(a) Deliver to Owner its duly executed deed quitclaiming to Owner any interest in the property described herein.

(b) It shall deliver to Owner upon its request a copy of geologic records of the property under this option, including results of analysis of samples of ore from its property.

19. If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owner, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages. The termination of this option as in this paragraph provided shall not release Optionee from its obligation fully and promptly to pay Owner any and all royalties payable to the latter at the date of such termination.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all ob-

*in whole  
or in part*



ligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. Service of all notices shall be by registered mail. Until the other party has been notified in writing of a change of address, notices shall be mailed to the Owner, c/o J. D. Merrill, Adams Hotel, Phoenix, Arizona, and to the Optionee, c/o Guynn & Twitty, Attorneys at Law, 907 Title & Trust Building, Phoenix, Arizona.

23. This agreement shall bind and benefit the successors and assigns of the Owner and the Optionee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in three (3) counterparts as of the day and year first above written.

Attest:

J. D. Merrill  
Secretary

S E A L

THE LONE STAR MINES, INCORPORATED

By

J. D. Merrill  
President

Owner

CONSOLIDATED COPPERMINES CORPORATION

By

Arthur J. Connor  
General Manager

Optionee

STATE OF ARIZONA     }  
                              } ss.  
COUNTY OF MARICOPA }

On this the 12th day of February, 1951, before me, Howard A. Twitty, the undersigned officer, personally appeared J. D. Merrill, who acknowledged himself to be the President of The Lone Star Mines, Incorporated, a corporation; and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Howard A. Twitty  
Notary Public

My commission expires:

My Commission Expires June 1, 1955



STATE OF NEVADA }  
COUNTY OF WHITE PINE } SS.

On this the 14<sup>th</sup> day of February, 1951, before me,  
[Signature], the undersigned officer, personally  
appeared Arthur J. O'Connor, who acknowledged himself to be the  
General Manager of Consolidated Coppermines Corporation, a cor-  
poration; and that he, as such General Manager being authorized  
so to do, executed the foregoing instrument for the purposes  
therein contained, by signing the name of the corporation by  
himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

[Signature]  
Notary Public

My commission expires:

May 24-1954

Permanent Record

SOUTHWORTH CO.

75% COTTON CONTENT



AMENDED OPTION AGREEMENT

THIS AGREEMENT, made this 9 day of March, 1951, by and between C. E. T. Eaton, a divorced man of Phoenix, Arizona, and Pearl W. Longhurst, formerly known as Pearl Shreffler Eaton and Pearl West Shreffler, of Graham County, Arizona, as Owners, and Consolidated Coppermines Corporation, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

WHEREAS, Owners heretofore have granted Optionee an option to purchase three unpatented mining claims situate in the Lone Star Mining District, Graham County, Arizona, which option is evidenced by an Option Agreement dated April 24, 1949, Memorandum of Option Agreement of the same date recorded in the office of the County Recorder of Graham County, State of Arizona, in Docket 4 at page 186, and two amendments to said Option Agreement and Memorandum of Option Agreement, one of which is dated July 10, 1949 and recorded in the office of the County Recorder of Graham County, State of Arizona in Docket 5 at page 256 and the other is dated October 9, 1950 and recorded on October 26, 1950 in the office of the County Recorder of Graham County, State of Arizona, in Docket 11 at page 411, and

WHEREAS, the unpatented mining claims referred to in said Option Agreement and Memorandum of Option Agreement, as amended, are those three lode mining claims situate in the Lone Star Mining District, Graham County, Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona in the Book and at the page set after the respective mining claims:

NAME OF CLAIM	BOOK	PAGE
Red Mountain No. 1	31	600
Red Mountain No. 2	31	601
Red Mountain No. 3	31	602



WHEREAS, the Owners each owns an undivided one-half (1/2) interest in said mining claims, and

WHEREAS, it is the desire of the parties to said instruments that the provisions of the option agreement be further amended and the entire amended option agreement be set forth in one document and the memorandum of said document.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid to each of said Owners by Optionee, receipt of which is hereby acknowledged and the terms and conditions hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. The Owners reaffirm that they have granted unto Optionee, its successors and assigns, the exclusive right and option to and including November 1, 1954 to purchase from Owners upon the terms and conditions hereinafter stated those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Red Mountain No. 1	31	600
Red Mountain No. 2	31	601
Red Mountain No. 3	31	602

2. The purchase price of said property shall be Twenty Thousand Dollars (\$20,000.00).

(a) Each of the Owners acknowledges that said Owner has received payment of Eight Hundred Thirty-three and 34/100 Dollars (\$833.34) on said purchase price.

(b) The remaining installments of the purchase price aggregate Eighteen Thousand Three Hundred Thirty-three and 32/100 Dollars (\$18,333.32) and shall be payable as follows:



\$ 166.66 on April 1, 1951 to Pearl W. Longhurst  
 166.66 on April 1, 1951 to C. E. T. Eaton  
 166.67 on May 1, 1951 to Pearl W. Longhurst  
 166.67 on May 1, 1951 to C. E. T. Eaton  
 166.67 on June 1, 1951 to Pearl W. Longhurst  
 166.67 on June 1, 1951 to C. E. T. Eaton  
 166.66 on July 1, 1951 to Pearl W. Longhurst  
 166.66 on July 1, 1951 to C. E. T. Eaton  
 166.67 on August 1, 1951 to Pearl W. Longhurst  
 166.67 on August 1, 1951 to C. E. T. Eaton  
 166.67 on September 1, 1951 to Pearl W. Longhurst  
 166.67 on September 1, 1951 to C. E. T. Eaton  
 166.66 on October 1, 1951 to Pearl W. Longhurst  
 166.66 on October 1, 1951 to C. E. T. Eaton  
 2000.00 on November 1, 1951 to Pearl W. Longhurst  
 2000.00 on November 1, 1951 to C. E. T. Eaton  
 2000.00 on November 1, 1952 to Pearl W. Longhurst  
 2000.00 on November 1, 1952 to C. E. T. Eaton  
 2000.00 on November 1, 1953 to Pearl W. Longhurst  
 2000.00 on November 1, 1953 to C. E. T. Eaton  
 2000.00 on November 1, 1954 to Pearl W. Longhurst  
 2000.00 on November 1, 1954 to C. E. T. Eaton

provided that the date of payment of each installment shall be changed to a later date as provided in paragraph 17 hereinafter set forth.

(c) At any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid.

(d) Royalties to Owners by Optionee as specified in paragraph 10 hereof shall be paid one-half to each of the Owners and shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owners of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above. The Owners each agrees that the other owns, subject to this option, an undivided one-half interest in the above described mining claims and that for the convenience of Owners, Optionee is hereby authorized to pay to each Owner his or her respective



share and by making such payments to each Owner, the obligations of Optionee are as fully discharged as though said payments had been made to Owners jointly.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. (a) Subject to the provisions of subparagraphs (b) and (c) below, Optionee agrees to cause proper affidavits of annual labor or assessment work to be recorded as required by law for the current year, and in the event Optionee desires to continue this option beyond May 1, 1952 or beyond May 1 of any subsequent year of its life, Optionee shall by said date have performed the annual labor or assessment work as is required by law to hold the unpatented mining claims under this option for the year beginning the next July 1 and shall cause proper affidavits of said work to be recorded as required by law on or before said May 1. Owners shall each be furnished a copy of said affidavit at the time of its recording.

(b) It is understood by Optionee and Owners that the mining claims under this option, six mining claims under option by Optionee from Elizabeth West, ten mining claims under option by Optionee from The Lone Star Mines, Incorporated and mining claims located and owned by Optionee together form a single group of mining claims. Owners agree that the development and exploration work done on one or more of the mining claims in this group will be for the benefit of the mining claims under this option and further agree that such work performed on any of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, build-



ing of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee. Owners agree that the drilling and road work since July 1, 1950 which has been performed on mining claims comprising a part of the group referred to above is sufficient in amount and character to cover the annual labor or assessment work requirements for all of the mining claims in the group, including those under this option.

(c) In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

5. The Optionee shall pay all state and county ad valorem taxes which shall be levied after the first day of January, 1951 and during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.

6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens therefor. Optionee shall permit Owners to place and maintain such notices thereon as may be lawfully necessary to protect Owners against such claims and liens.

7. Optionee shall keep full and accurate accounts and



records of all development work performed on the property and shall during regular business hours afford the Owners free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metallurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall, until the payment of the purchase price has been made in full, pay Owners as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owners shall be paid within sixty (60) days after payment of the net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing, except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and



full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owners, they shall deliver to Optionee their mining deed in form satisfactory to Optionee's attorney granting, conveying, assigning and transferring the property under this option.

12. (a) Owners covenant and represent they have not and will not during the existence of this option sell, lease or rent the property hereunder and they have not encumbered said property and that during the existence of this option they will not permit it to be encumbered or encumber it by their own action, and any liens, charges or encumbrances levied, assessed or imposed by their action or otherwise prior hereto or by their action or otherwise from the date hereof shall be paid off by them and be released and discharged at their expense. Should the Owners fail to remove such liens, Optionee may at its discretion pay the sums required to remove such liens and deduct such amount, including reasonable attorney's fees, from subsequent payment or payments due hereunder. The Owners agree to cooperate fully with the Optionee in perfecting title to said property including the bringing by them upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owners at the request of Optionee.

(b) If the Owners are unable to furnish good and merchantable title for one or more of the mining claims under this option, the purchase price herein shall be reduced by one-third for each such mining claim which the Optionee elects shall not be included in the purchase for this reason. If the Owners are unable to furnish good and merchantable title to an undivided interest or interests in a mining claim or claims but are able to furnish such title to the remaining interest or interests, then



Optionee may elect to accept a transfer of said undivided interest or interests for which Owners can furnish good and merchantable title and reject the remainder. In such case the purchase price of \$20,000.00 provided herein shall be reduced by the same per cent of the total purchase price as the per cent of the fractional undivided interests of said three claims which are rejected by Optionee because of defective title. If Optionee elects to accept a deed from Owners for any mining claim or claims or interest therein for which Owners have not good and merchantable title, then the purchase price shall not be reduced by reason of the infirmity. In the event the purchase price is reduced as provided in this paragraph, each installment remaining unpaid shall be reduced an equal amount.

13. It is understood by the parties hereto that in the event Optionee desires the amendment of any of the locations of the mining claims under this option or desires relocations of the ground covered by these mining claims, the cost and expense of the amended locations or relocations will be borne by Optionee. It is understood that this option will extend to and include all such amended locations or relocations.

14. Before an escrow provided in paragraph 16 herein is set up any and all payments, including royalties, under this option shall be made by Optionee depositing payments for C. E. T. Eaton to his account in McDowell branch of FIRST NATIONAL BANK OF ARIZONA at Phoenix, Arizona, and payments for Pearl W. Longhurst to her account in THE VALLEY NATIONAL BANK, PHOENIX, at Safford, Arizona, or in such other bank each may designate in writing. Said notice shall be effective only after it has been received by Optionee.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owners, their heirs, administrators, executors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owners or to any



other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon.

(b) Upon written notice to Owners by Optionee, the Optionee and Owners shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owners shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to Optionee the deed executed by Owners upon payment of the purchase price as set forth in this option, and to deliver to Owners the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owners through the escrow holder. Upon making such payments to the escrow holder, Optionee shall be deemed to have made them to Owners, their heirs, administrators, executors and assigns and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owners or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or payments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments



of the purchase price under this agreement directly to Owners, shall be entitled to receive directly from the Owners the deed which they would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the performance of any of its obligations hereunder, and it shall not lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to pay taxes and perform assessment work (if any be required by law) as above provided.

18. In the event the Optionee shall surrender this option, or it is terminated for any cause, it agrees to do the following:

- (a) Deliver to Owners its duly executed deed quitclaiming to Owners any interest in the property



described herein.

(b) It shall deliver to Owners upon their request a copy of geologic records of the property under this option, including results of analysis of samples of ore from their property.

19. (a) If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owners, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under said option shall be retained by the Owners as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages and all liability and obligations of the Optionee shall cease and terminate except as provided in subparagraph (c) below.

(b) Optionee shall have the right at any time while this option is in force, to surrender the same by delivery to Owners of the quit claim deed referred to in paragraph 18 hereof. Upon delivery of such deed all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under this option shall be retained by Owners as full compensation as rental for the occupancy of said property and as the consideration for which this option is given and all liability and obligations of the Optionee shall cease and terminate except as expressly provided in subparagraph (c) below.

(c) The termination or surrender of this option as in this paragraph provided shall not release Optionee from its obligation under paragraph 18 hereof and from its obligation fully



and promptly to pay Owners any and all royalties payable to the latter at the date of such termination or surrender.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed in whole or in part by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all obligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. The Owners represent that they have no interest, right or claim in and to any unpatented mining claim within one mile of any of the mining claims hereunder and agree that so long as this option continues in force and effect that neither they nor any agents or other persons in their behalf will without the written consent of the Optionee being first obtained, secure any interest, right or claim through location, relocation or transfer in any unpatented mining claims within one mile of the property under this option.

23. Service of all notices shall be sent by registered mail. Until the other party has been notified of a change of address notices shall be mailed to Pearl W. Longhurst at P. O. Box 133, Thatcher, Arizona, C. E. T. Eaton, 2001 East Indian School Road, Phoenix, Arizona and to the Optionee, c/o Guynn & Twitty, 907 Title & Trust Building, Phoenix, Arizona. Notices shall be mailed to each of the Owners by Optionee.



IN WITNESS WHEREOF, the parties hereto have executed this agreement in four (4) counterparts, as of the day and year first above written.

C. E. T. Eaton  
Pearl W. Longhurst  
Owners

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation

By Arthur J. O'Connor  
General Manager  
Opticnee

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS.

On this the 9 day of March, 1951, before me, Howard A. Twitty, the undersigned officer, personally appeared C. E. T. Eaton, known to be the person whose name is subscribed to the within instrument and that he executed the same for the purpose therein contained.

Howard A. Twitty  
Notary Public

My commission expires:

STATE OF ARIZONA )  
COUNTY OF GRAHAM ) SS.

On this the 13 day of March, 1951, before me, F. Elmer Hooper, the undersigned officer, personally appeared Pearl W. Longhurst, known to be the person whose name is subscribed to the within instrument and that she executed the same for the purpose therein contained.

F. Elmer Hooper  
Notary Public

My commission expires:

March 10 - 1953

STATE OF NEVADA )  
COUNTY OF WHITE PINE ) SS.

On this the 19 day of March, 1951, before me John E. O'Connor, the undersigned officer, personally appeared Arthur J. O'Connor, who acknowledged himself to be the General Manager of Consolidated Coppermines Corporation, a corporation; and that he, as General Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

John E. O'Connor  
Notary Public

My commission expires:

May 24 - 1954



AMENDED OPTION AGREEMENT

THIS AGREEMENT, made this 13 day of March, 1951, by and between Elizabeth West, a single woman, of Graham County, Arizona, as Owner, and Consolidated Coppermines Corporation, a Delaware corporation licensed to transact business in Arizona, as Optionee, WITNESSETH:

WHEREAS, Owner heretofore has granted Optionee an exclusive option until November 1, 1954 to purchase three unpatented lode mining claims situate in the Lone Star Mining District, Graham County, Arizona, which option is evidenced by an option agreement dated June 16, 1949, and a memorandum of option agreement of the same date, which was recorded in the office of the County Recorder of Graham County, State of Arizona, in Docket 5 at pages 44 and 45, and

WHEREAS, said instruments were amended by an amendment of option agreement and memorandum of option agreement dated October 10, 1950 and recorded in the office of the County Recorder of Graham County, State of Arizona, on the 26th day of October, 1950 in Docket No. 11 at page 407, and

WHEREAS, the unpatented lode mining claims referred to in said instruments are those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Iron Cap Number One (1)	26	541
Iron Cap Number Two (2)	26	542
Iron Cap Number Three (3)	28	283

AND WHEREAS, it is the desire of the parties to said instruments that the provisions of the option agreement be further



amended and the entire amended option agreement be set forth in one document and the memorandum of said document.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Owner by Optionee, receipt of which is hereby acknowledged, and the terms and conditions hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. The Owner reaffirms that she has granted unto Optionee, its successors and assigns, the exclusive right and option to and including November 1, 1954 to purchase from Owner upon the terms and conditions hereinafter stated those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Iron Cap Number One (1)	26	511
Iron Cap Number Two (2)	26	542
Iron Cap Number Three (3)	28	283

2. The purchase price of said property shall be Six Thousand Dollars (\$6000.00).

(a) Owner acknowledges that she has heretofore received payment of Five Hundred Dollars (\$500.00) on said purchase price.

(b) The remaining installments of the purchase price aggregate Five Thousand Five Hundred Dollars (\$5500.00) and shall be payable as follows:

\$ 100.00 on April 1, 1951,  
100.00 on May 1, 1951,  
100.00 on June 1, 1951,  
100.00 on July 1, 1951,  
100.00 on August 1, 1951,  
100.00 on September 1, 1951,  
100.00 on October 1, 1951,  
1200.00 on November 1, 1951;  
1200.00 on November 1, 1952;  
1200.00 on November 1, 1953, and  
1200.00 on November 1, 1954,

provided that the date of payment of each installment shall be



changed to a later date as provided in paragraph 17 hereinafter set forth.

(c) At any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid.

(d) Payment of royalties to Owner by Optionee as specified in paragraph 10 hereof shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. (a) Subject to the provisions of subparagraphs (b) and (c) below, Optionee agrees to cause proper affidavits of annual labor or assessment work to be recorded as required by law for the current year and in the event Optionee desires to continue this option beyond May 1, 1952 or beyond May 1 of any subsequent year of its life, Optionee shall by said date have performed the annual labor or assessment work as is required by law to hold the unpatented mining claims under this option for the year beginning the next July 1 and shall cause proper affidavits of said work to be recorded as required by law on or before said May 1. Owner shall be furnished a copy of said affidavit at the time of its recording.

(b) It is understood by Optionee and Owner that the



mining claims under this option, three other mining claims under another option agreement between Owner and Optionee, three mining claims under option by Optionee from Pearl W. Longhurst and C. E. T. Eaton, ten mining claims under option by Optionee from The Lone Star Mines, Incorporated, and mining claims located and owned by Optionee together form a single group of unpatented lode mining claims. Owner agrees that the development and exploration work done on one or more of the unpatented mining claims in this group will be for the benefit of the mining claims under this option and further agrees that such work performed on any of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, building of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee. Owner agrees that the drilling and road work since July 1, 1950 which has been performed on mining claims comprising a part of the group referred to above is sufficient in amount and character to cover the annual labor or assessment work requirements for the current year for all of the mining claims in the group, including those under this option.

(c) In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work, but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

5. The Optionee shall pay all state and county ad



valorem taxes which shall be levied during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.

6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens therefor. Optionee shall permit Owner to place and maintain such notices thereon as may be lawfully necessary to protect Owner against such claims and liens.

7. Optionee shall keep full and accurate accounts and records of all development work performed on the property and shall during regular business hours afford the Owner free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metalurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall, until the payment of the purchase price has been made in full,



pay Owner as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owner shall be paid within sixty (60) days after payment of the net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing, except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owner, she shall deliver to Optionee her mining deed in form satisfactory to Optionee's attorney granting, conveying, assigning and transferring the property under this option.

12. (a) Owner covenants and represents she has not and will not during the existence of this option sell, lease or rent the property hereunder and she has not encumbered said property and that during the existence of this option she will not permit it to be encumbered or encumber it by her own action, and any liens, charges or encumbrances levied, assessed or imposed by her action or otherwise prior hereto or by her action or otherwise from the date hereof shall be paid off by her and be released and discharged at her expense. Should the Owner fail to remove such liens, Optionee may at its discretion pay the sums required to remove such liens and deduct such amount, including reasonable attorney's fees, from subsequent payment or payments due hereunder. The Owner agrees to cooperate fully



with the Optionee in perfecting title to said property including the bringing by her upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owner at the request of Optionee.

(b) If the Owner is unable to furnish good and merchantable title for one or more of the mining claims under this option, the purchase price herein shall be reduced by one-third for each such mining claim which the Optionee elects shall not be included in the purchase for this reason. If the Owner is unable to furnish good and merchantable title to an undivided interest or interests in a mining claim or claims but is able to furnish such title to the remaining interest or interests, then Optionee may elect to accept a transfer of said undivided interest or interests for which Owner can furnish good and merchantable title and reject the remainder. In such case the purchase price of \$6000.00 provided herein shall be reduced by the same per cent of the total purchase price as the per cent of the fractional undivided interests of said three claims which are rejected by Optionee because of defective title. If Optionee elects to accept a deed from Owner for any mining claim or claims or interest therein for which Owner has not good and merchantable title, then the purchase price shall not be reduced by reason of the infirmity. In the event the purchase price is reduced as provided in this paragraph, each installment remaining unpaid shall be reduced an equal amount.

13. It is understood by the parties hereto that in the event Optionee desires the amendment of any of the locations of the mining claims under this option or desires relocations of the ground covered by these mining claims, the cost and expense of the amended locations or relocations will be borne by Optionee. It is understood that this option will extend to and include all such amended locations or relocations.



14. Before an escrow provided in paragraph 16 hereof is set up any and all payments, including royalties, under this option shall be made by Optionee depositing such payments to the account of Owner in THE VALLEY NATIONAL BANK, PHOENIX, at Safford, or in such other bank as she may designate in writing. Said notice shall be effective only after it has been received by Optionee.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owner, her heirs, administrators, executors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon.

(b) Upon written notice to Owner by Optionee, the Optionee and Owner shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owner shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to Optionee the deed executed by Owner upon payment of the purchase price as set forth in this option, and to deliver to Owner the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owner through the escrow holder. Upon



making such payments to the escrow holder, Optionee shall be deemed to have made them to Owner, her heirs, administrators, executors and assigns and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or payments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments of the purchase price under this agreement directly to Owner, shall be entitled to receive directly from the Owner the deeds which it would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the performance of any of its obligations hereunder, and it shall not lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal



to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to pay taxes and perform assessment work (if any be required by law) as above provided.

18. In the event the Optionee shall surrender this option, or it is terminated for any cause, it agrees to do the following:

(a) Deliver to Owner its duly executed deed quitclaiming to Owner any interest in the property described herein.

(b) It shall deliver to Owner upon her request a copy of geologic records of the property under this option, including results of analysis of samples of ore from her property.

19. (a) If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owner, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments therefore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages and all liability and obligations of the Optionee shall cease and terminate except as provided in subparagraph (c) below.

(b) Optionee shall have the right at any time while this option is in force, to surrender the same by delivery to Owner of the quit claim deed referred to in paragraph 18 hereof. Upon delivery of such deed all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate



and all payments theretofore made under this option shall be retained by Owner as full compensation as rental for the occupancy of said property and as the consideration for which this option is given and all liability and obligations of the Optionee shall cease and terminate except as expressly provided in subparagraph (c) below.

(c) The termination or surrender of this option as in this paragraph provided shall not release Optionee from its obligation under paragraph 18 hereof and from its obligation fully and promptly to pay Owner any and all royalties payable to the latter at the date of such termination or surrender.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed in whole or in part by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all obligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. The Owner represents that she has no interest, right or claim in and to any unpatented mining claim within one mile of any of the mining claims hereunder (except Lone Wolf mining claims Numbers 1, 2 and 3, recorded in the office of the County Recorder of Graham County in Book 26 of Mines at pages 285, 286 and 287 respectively) and agrees that so long as this option continues in force and effect neither she nor any agents



or other persons in her behalf will without the written consent of the Optionee being first obtained, secure any interest, right or claim through location, relocation or transfer in any unpatented mining claims within one mile of the property under this option other than the Lone Wolf mining claims named above.

23. Service of all notices shall be by registered mail. Until the other party has been notified in writing of a change of address, notices shall be mailed to the Owner, P. O. Box 133, Thatcher, Arizona, and to the Optionee c/o Gynn & Twitty, attorneys at law, 907 Title & Trust Building, Phoenix, Arizona.

24. This agreement shall bind and benefit the heirs, executors, administrators and assigns of the Owner and the successors and assigns of the Optionee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in three (3) counterparts as of the day and year first above written.

Elizabeth West.  
Owner

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation,

By Arthur H. Huns  
General Manager  
Optionee

STATE OF ARIZONA )  
                          ) SS.  
COUNTY OF GRAHAM )

On this the 13 day of March, 1951, before me, G. Glen Hooper, the undersigned officer, personally appeared Elizabeth West, known to be the person whose name is subscribed to the within instrument and that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

G. Glen Hooper  
Notary Public

My commission expires:  
March 10-1953



STATE OF NEVADA )  
 ) SS.  
COUNTY OF WHITE PINE )

On this the 19 day of March, 1951, before me,  
W. E. C., the undersigned officer, personally  
appeared Arthur J. O'Connor who acknowledged himself to be the  
General Manager of Consolidated Coppermines Corporation, a corpora-  
tion; and that he, as such General Manager being authorized so to do,  
executed the foregoing instrument for the purposes therein contained,  
by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

W. E. C.  
Notary Public

My commission expires:

May 24 - 1954



AMENDED OPTION AGREEMENT

THIS AGREEMENT, made this 13 day of March, 1951, by and between Elizabeth West, a single woman, of Graham County, Arizona, as Owner, and Consolidated Coppermines Corporation, a Delaware corporation licensed to transact business in Arizona, as Optionee, WITNESSETH:

WHEREAS, Owner heretofore has granted Optionee an exclusive option until November 1, 1954 to purchase three unpatented lode mining claims situate in the Lone Star Mining District, Graham County, Arizona, which option is evidenced by an option agreement dated August 26, 1949, and a memorandum of option agreement of the same date, which was recorded September 4, 1949 in the office of the County Recorder of Graham County, State of Arizona, in Docket No. 5 at page 542, and

WHEREAS, said instruments were amended by an amendment of option agreement and memorandum of option agreement dated October 10, 1950 and recorded in the office of the County Recorder of Graham County, State of Arizona, on the 26th day of October, 1950 in Docket No. 11 at page 403, and

WHEREAS, the unpatented lode mining claims referred to in said instruments are those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

NAME OF CLAIM	BOOK	PAGE
Lone Wolf No. 1	26	285
Lone Wolf No. 2	26	286
Lone Wolf No. 3	26	287

AND WHEREAS, it is the desire of the parties to said instruments that the provisions of the option agreement be further



amended and the entire amended option agreement be set forth in one document and the memorandum of said document.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid to Owner by Optionee, receipt of which is hereby acknowledged, and the terms and conditions hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. The Owner reaffirms that she has granted unto Optionee, its successors and assigns, the exclusive right and option to and including November 1, 1954 to purchase from Owner upon the terms and conditions hereinafter stated those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona, in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Lone Wolf No. 1	26	285
Lone Wolf No. 2	26	286
Lone Wolf No. 3	26	287

2. The purchase price of said property shall be Six Thousand Dollars (\$6000.00).

(a) Owner acknowledges that she has heretofore received payment of Five Hundred Dollars (\$500.00) on said purchase price.

(b) The remaining installments of the purchase price aggregate Five Thousand Five Hundred Dollars (\$5500.00) and shall be payable as follows:

\$ 100.00 on April 1, 1951,  
100.00 on May 1, 1951,  
100.00 on June 1, 1951,  
100.00 on July 1, 1951,  
100.00 on August 1, 1951,  
100.00 on September 1, 1951,  
100.00 on October 1, 1951,  
1200.00 on November 1, 1951,  
1200.00 on November 1, 1952,  
1200.00 on November 1, 1953, and  
1200.00 on November 1, 1954,

provided that the date of payment of each installment shall be



changed to a later date as provided in paragraph 17 hereinafter set forth.

(c) At any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid.

(d) Payment of royalties to Owner by Optionee as specified in paragraph 10 hereof shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. (a) Subject to the provisions of subparagraphs (b) and (c) below, Optionee agrees to cause proper affidavits of annual labor or assessment work to be recorded as required by law for the current year and in the event Optionee desires to continue this option beyond May 1, 1952 or beyond May 1 of any subsequent year of its life, Optionee shall by said date have performed the annual labor or assessment work as is required by law to hold the unpatented mining claims under this option for the year beginning the next July 1 and shall cause proper affidavits of said work to be recorded as required by law on or before said May 1. Owner shall be furnished a copy of said affidavit at the time of its recording.

(b) It is understood by Optionee and Owner that the



mining claims under this option, three other mining claims under another option agreement between Owner and Optionee, three mining claims under option by Optionee from Pearl W. Longhurst and C. E. T. Eaton, ten mining claims under option by Optionee from The Lone Star Mines, Incorporated, and mining claims located and owned by Optionee together form a single group of unpatented lode mining claims. Owner agrees that the development and exploration work done on one or more of the unpatented mining claims in this group will be for the benefit of the mining claims under this option and further agrees that such work performed on any of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, building of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee. Owner agrees that the drilling and road work since July 1, 1950 which has been performed on mining claims comprising a part of the group referred to above is sufficient in amount and character to cover the annual labor or assessment work requirements for the current year for all of the mining claims in the group, including those under this option.

(c) In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work, but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

5. The Optionee shall pay all state and county ad



valorem taxes which shall be levied during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.

6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens therefor. Optionee shall permit Owner to place and maintain such notices thereon as may be lawfully necessary to protect Owner against such claims and liens.

7. Optionee shall keep full and accurate accounts and records of all development work performed on the property and shall during regular business hours afford the Owner free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metalurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall,



until the payment of the purchase price has been made in full, pay Owner as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owner shall be paid within sixty (60) days after payment of the net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing, except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owner, she shall deliver to Optionee her mining deed in form satisfactory to Optionee's attorney granting, conveying, assigning and transferring the property under this option.

12. (a) Owner covenants and represents she has not and will not during the existence of this option sell, lease or rent the property hereunder and she has not encumbered said property and that during the existence of this option she will not permit it to be encumbered or encumber it by her own action, and any liens, charges or encumbrances levied, assessed or imposed by her action or otherwise prior hereto or by her action or otherwise from the date hereof shall be paid off by her and be released and discharged at her expense. Should the Owner fail to remove such liens, Optionee may at its discretion pay the



sums required to remove such liens and deduct such amount, including reasonable attorney's fees, from subsequent payment or payments due hereunder. The Owner agrees to cooperate fully with the Optionee in perfecting title to said property including the bringing by her upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owner at the request of Optionee.

(b) If the Owner is unable to furnish good and merchantable title for one or more of the mining claims under this option, the purchase price herein shall be reduced by one-third for each such mining claim which the Optionee elects shall not be included in the purchase for this reason. If the Owner is unable to furnish good and merchantable title to an undivided interest or interests in a mining claim or claims but is able to furnish such title to the remaining interest or interests, then Optionee may elect to accept a transfer of said undivided interest or interests for which Owner can furnish good and merchantable title and reject the remainder. In such case the purchase price of \$6000.00 provided herein shall be reduced by the same per cent of the total purchase price as the per cent of the fractional undivided interests of said three claims which are rejected by Optionee because of defective title. If Optionee elects to accept a deed from Owner for any mining claim or claims or interest therein for which Owner has not good and merchantable title, then the purchase price shall not be reduced by reason of the infirmity. In the event the purchase price is reduced as provided in this paragraph, each installment remaining unpaid shall be reduced an equal amount.

13. It is understood by the parties hereto that in the event Optionee desires the amendment of any of the locations of the mining claims under this option or desires relocations



of the ground covered by these mining claims, the cost and expense of the amended locations or relocations will be borne by Optionee. It is understood that this option will extend to and include all such amended locations or relocations.

14. Before an escrow provided in paragraph 16 hereof is set up any and all payments, including royalties, under this option shall be made by Optionee depositing such payments to the account of Owner in THE VALLEY NATIONAL BANK, PHOENIX, at Safford, or in such other bank as she may designate in writing. Said notice shall be effective only after it has been received by Optionee.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owner, her heirs, administrators, executors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon.

(b) Upon written notice to Owner by Optionee, the Optionee and Owner shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owner shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to Optionee the deed executed by Owner upon payment of the purchase price as set forth in this option, and to deliver to Owner



the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owner through the escrow holder. Upon making such payments to the escrow holder, Optionee shall be deemed to have made them to Owner, her heirs, administrators, executors and assigns and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or payments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments of the purchase price under this agreement directly to Owner, shall be entitled to receive directly from the Owner the deeds which it would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the per-



formance of any of its obligations hereunder, and it shall not lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to pay taxes and perform assessment work (if any be required by law) as above provided.

18. In the event the Optionee shall surrender this option, or it is terminated for any cause, it agrees to do the following:

(a) Deliver to Owner its duly executed deed quitclaiming to Owner any interest in the property described herein.

(b) It shall deliver to Owner upon her request a copy of geologic records of the property under this option, including results of analysis of samples of ore from her property.

19. (a) If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owner, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages and all liability and obligations of the Optionee shall



cease and terminate except as provided in subparagraph (c) below.

(b) Optionee shall have the right at any time while this option is in force, to surrender the same by delivery to Owner of the quit claim deed referred to in paragraph 18 hereof. Upon delivery of such deed all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under this option shall be retained by Owner as full compensation as rental for the occupancy of said property and as the consideration for which this option is given and all liability and obligations of the Optionee shall cease and terminate except as expressly provided in subparagraph (c) below.

(c) The termination or surrender of this option as in this paragraph provided shall not release Optionee from its obligation under paragraph 18 hereof and from its obligation fully and promptly to pay Owner any and all royalties payable to the latter at the date of such termination or surrender.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed in whole or in part by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all obligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. The Owner represents that she has no interest, right or claim in and to any unpatented mining claim within one



mile of any of the mining claims hereunder (except Iron Cap mining claims Number 1, 2 and 3, recorded in the office of the County Recorder of Graham County in Book 26 of Mines at pages 541 and 542 and Book 28 of Mines at page 283 respectively) and agrees that so long as this option continues in force and effect that neither she nor any agents or other persons in her behalf will without the written consent of the Optionee being first obtained, secure any interest, right or claim through location, relocation or transfer in any unpatented mining claims within one mile of the property under this option other than the Iron Cap mining claims named above.

23. Service of all notices shall be by registered mail. Until the other party has been notified in writing of a change of address, notices shall be mailed to the Owner, P. O. Box 133, Thatcher, Arizona, and to the Optionee c/o Guynn & Twitty, attorneys at law, 907 Title & Trust Building, Phoenix, Arizona.

24. This agreement shall bind and benefit the heirs, executors, administrators and assigns of the Owner and the successors and assigns of the Optionee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in three (3) counterparts as of the day and year first above written.

Elizabeth West  
Owner

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation,

By Arthur H. Moran  
General Manager  
Optionee

STATE OF ARIZONA )  
                          ) SS.  
COUNTY OF GRAHAM )

On this the 13 day of March, 1951, before me,  
F. Allen Cooper, the undersigned officer, personally  
appeared Elizabeth West, known to be the person whose name is sub-



scribed to the within instrument and that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

J. E. Hooper  
Notary Public

My commission expires:

March 10 - 1953

STATE OF NEVADA )

SS.

COUNTY OF WHITE PINE )

On this the <sup>19</sup>13 day of March, 1951, before me, J. E. Hooper, the undersigned officer, personally appeared Arthur J. O'Connor who acknowledged himself to be the General Manager of Consolidated Coppermines Corporation, a corporation; and that he, as such General Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

J. E. Hooper  
Notary Public

My commission expires:

May 24 - 1954



## OPTION AGREEMENT

THIS AGREEMENT, made this 16 day of June, 1951 by and between C. E. T. EATON, a divorced man, of Phoenix, Arizona, and PEARL W. LONGHURST, formerly known as Pearl Shreffler Eaton and Pearl West Shreffler, of Graham County, Arizona, as Owners, and CONSOLIDATED COPPERMINES CORPORATION, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

That the Parties hereto mutually agree as follows:

1. The Owners, in consideration of the sum of Ten Dollars (\$10.00) paid to each of them by Optionee, receipt of which is hereby acknowledged, have granted unto Optionee, its successors and assigns, the exclusive right and option to and including October 1, 1955 to purchase from Owners upon the terms and conditions hereinafter stated, those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Red Mountain No. 1	31	600
Red Mountain No. 2	31	601
Red Mountain No. 3	31	602

2. (a) The purchase price of said property shall be the sum of Seventeen Thousand Three Hundred Thirty-three Dollars and Sixty-eight Cents (\$17,333.68) payable in installments of One Hundred Sixty-six Dollars and Sixty-seven Cents (\$166.67) to Pearl W. Longhurst and One Hundred Sixty-six Dollars and Sixty-seven Cents (\$166.67) to C. E. T. Eaton on July 1, 1951 and on the 1st day of each month thereafter to and including October 1, 1955.



(b) The date of the payment of each installment shall be changed to a later date as provided in paragraph 17 hereinafter set forth.

(c) At any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid.

(d) Royalties to Owners by Optionee as specified in paragraph 10 hereof shall be paid one-half to each of the Owners and shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owners of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above. The Owners each agrees that the other owns, subject to this option, an undivided one-half interest in the above described mining claims and that for the convenience of Owners, Optionee is hereby authorized to pay to each Owner his or her respective share and by making such payments to each Owner, the obligations of Optionee are as fully discharged as though said payments had been made to Owners jointly.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. (a) Subject to the provisions of subparagraphs (b) and (c) below, Optionee agrees that if it desires to continue this option beyond May 1, 1952 or beyond May 1 of any subsequent year of the life of the option, it shall by said date have performed the annual labor or assessment work as is required by



law to hold the unpatented mining claims under this option for the year beginning the next July 1 and shall cause proper affidavits of said work to be recorded as required by law on or before said May 1. Owners shall each be furnished a copy of said affidavit at the time of its recording.

(b) It is understood by Optionee and Owners that the mining claims under this option, six mining claims under option by Optionee from Elizabeth West, ten mining claims under option by Optionee from The Lone Star Mines, Incorporated, and mining claims located and owned by Optionee together form a single group of mining claims. Owners agree that the development and exploration work done on one or more of the unpatented mining claims in this group will be for the benefit of the mining claims under this option and further agree that such work performed on one or more of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, building of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee.

(c) In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

5. The Optionee shall pay all state and county ad valorem taxes which shall be levied after the first day of January,



1951 and during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.

6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens therefor. Optionee shall permit Owners to place and maintain such notices thereon as may be lawfully necessary to protect Owners against such claims and liens.

7. Optionee shall keep full and accurate accounts and records of all development work performed on the property and shall during regular business hours afford the Owners free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metallurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall, until the payment of the purchase price has been made in full,



pay Owners as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owners shall be paid within sixty (60) days after payment of the net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing, except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owners, they shall deliver to Optionee their mining deed in form satisfactory to Optionee's attorney granting, conveying, assigning and transferring the property under this option.

12. (a) Owners covenant and represent they have not and will not during the existence of this option sell, lease or rent the property hereunder and they have not encumbered said property and that during the existence of this option they will not permit it to be encumbered or encumber it by their own action, and any liens, charges or encumbrances levied, assessed or imposed by their action or otherwise prior hereto or by their action or otherwise from the date hereof shall be paid off by them and be released and discharged at their expense. Should the Owners fail to remove such liens, Optionee may at its discretion pay the sums required to remove such liens and deduct such amount, including reasonable attorney's fees, from subsequent payment or



payments due hereunder. The Owners agree to cooperate fully with the Optionee in perfecting title to said property including the bringing by them upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owners at the request of Optionee.

(b) If the Owners are unable to furnish good and merchantable title for one or more of the mining claims under this option, the purchase price herein shall be reduced by one-third for each such mining claim which the Optionee elects shall not be included in the purchase for this reason. If the Owners are unable to furnish good and merchantable title to an undivided interest or interests in a mining claim or claims but are able to furnish such title to the remaining interest or interests, then Optionee may elect to accept a transfer of said undivided interest or interests for which Owners can furnish good and merchantable title and reject the remainder. In such case the purchase price of \$17,333.68 provided herein shall be reduced by the same per cent of the total purchase price as the per cent of the fractional undivided interests of said three claims which are rejected by Optionee because of defective title. If Optionee elects to accept a deed from Owners for any mining claim or claims or interest therein for which Owners have not good and merchantable title, then the purchase price shall not be reduced by reason of the infirmity. In the event the purchase price is reduced as provided in this paragraph, each installment remaining unpaid shall be reduced an equal amount.

13. It is understood by the parties hereto that in the event Optionee desires the amendment of any of the locations of the mining claims under this option or desires relocations of the ground covered by these mining claims, the cost and expense of the amended locations or relocations will be borne by Optionee. It is understood that this option will extend to and include all such amended locations or relocations.



14. Before an escrow provided in paragraph 16 herein is set up any and all payments, including royalties, under this option shall be made by Optionee depositing payments for C. E. T. Eaton to his account in McDowell branch of FIRST NATIONAL BANK OF ARIZONA at Phoenix, Arizona, and payments for Pearl W. Longhurst to her account in THE VALLEY NATIONAL BANK, PHOENIX, at Safford, Arizona, or in such other bank each may designate in writing. Said notice shall be effective only after it has been received by Optionee.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owners, their heirs, administrators, executors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owners or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon,

(b) Upon written notice to Owners by Optionee, the Optionee and Owners shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owners shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to Optionee the deed executed by Owners upon payment of the purchase price as set forth in this option, and to deliver to Owners



the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owners through the escrow holder. Upon making such payments to the escrow holder, Optionee shall be deemed to have made them to Owners, their heirs, administrators, executors and assigns and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owners or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or payments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments of the purchase price under this agreement directly to Owners, shall be entitled to receive directly from the Owners the deed which they would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the performance of any of its obligations hereunder, and it shall not



lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to pay taxes and perform assessment work (if any be required by law) as above provided.

18. In the event the Optionee shall surrender this option, or it is terminated pursuant to paragraph 19 for any cause, it agrees to do the following:

(a) Deliver to Owners its duly executed deed quitclaiming to Owners any interest in the property described herein.

(b) It shall deliver to Owners upon their request a copy of geologic records of the property under this option, including results of analysis of samples of ore from their property.

19. (a) If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owners, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments therefore made under said option shall be retained by the Owners as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages and all liability and obligations of the Optionee shall cease and terminate except as provided in subparagraph (c) below.

(b) Optionee shall have the right at any time while



this option is in force, to surrender the same by delivery to Owners of the quit claim deed referred to in paragraph 18 hereof or requesting the escrow agent to deliver to the Owners the quit-claim deed referred to in subparagraph (c) of paragraph 16 hereof. Upon delivery of such deed all rights of the Optionee under this option, except as provided in paragraph 20 herein, shall terminate and all payments theretofore made under this option shall be retained by Owners as full compensation as rental for the occupancy of said property and as the consideration for which this option is given and all liability and obligations of the Optionee shall cease and terminate except as expressly provided in subparagraph (c) below.

(c) The termination or surrender of this option as in this paragraph provided shall not release Optionee from its obligation under paragraph 18 hereof and from its obligation fully and promptly to pay Owners any and all royalties payable to the latter at the date of such termination or surrender.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed in whole or in part by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all obligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. The Owners represent that they have no interest, right or claim in and to any unpatented mining claim within one



mile of any of the mining claims hereunder and agree that so long as this option continues in force and effect that neither they nor any agents or other persons in their behalf will without the written consent of the Optionee being first obtained, secure any interest, right or claim through location, relocation or transfer in any unpatented mining claims within one mile of the property under this option.

23. Service of all notices shall be sent by registered mail. Until the other party has been notified of a change of address notices shall be mailed to Pearl W. Longhurst at P. O. Box 133, Thatcher, Arizona, C. E. T. Eaton, 2001 East Indian School Road, Phoenix, Arizona and to the Optionee, c/o Gynn & Twitty, 907 Title and Trust Building, Phoenix, Arizona. Notices shall be mailed to each of the Owners by Optionee.

24. The Owners and Optionee hereto mutually agree that this agreement and the memorandum thereof shall supersede the agreement and memorandum thereof dated March 9, 1951, which are hereby cancelled and annulled. The memorandum of March 9, 1951 is recorded in the office of the County Recorder of Graham County in Docket No. 13 at pages 522, 523 thereof.

25. This agreement shall bind and benefit the heirs, executors, administrators and assigns of the Owners and the successors and assigns of the Optionee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in four (4) counterparts, as of the day and year first above written.

C E T Eaton  
Pearl W. Longhurst  
Owners

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation

By Arthur J. Connor  
General Manager  
Optionee



STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

On this the 23 day of June, 1951, before me,  
Howard A. Twitty, the undersigned officer, personally appeared  
C. E. T. Eaton, known to be the person whose name is subscribed  
to the within instrument and that he executed the same for the  
purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

My commission expires:

Howard A. Twitty  
Notary Public

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF GRAHAM )

On this the 29 day of June, 1951, before me,  
G. E. W. Hooper, the undersigned officer, personally appeared  
Pearl W. Longhurst, known to be the person whose name is subscribed  
to the within instrument and that she executed the same for the  
purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

My commission expires:

March 10 - 1953

G. E. W. Hooper  
Notary Public

STATE OF NEVADA )  
 ) SS.  
COUNTY OF WHITE PINE )

On this the 16<sup>th</sup> day of June, 1951, before me,  
J. H. E. E., the undersigned officer, personally appeared  
Arthur J. O'Connor, who acknowledged himself to be the General  
Manager of Consolidated Coppermines Corporation, a corporation; and  
that he, as such General Manager being authorized so to do, exe-  
cuted the foregoing instrument for the purposes therein contained,  
by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

My commission expires:

May 21 - 1954

J. H. E. E.  
Notary Public



## OPTION AGREEMENT

THIS AGREEMENT, made this 11 day of June, 1951 by and between ELIZABETH WEST, a single woman of Graham County, Arizona, as Owner, and CONSOLIDATED COPPERMINES CORPORATION, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

That the Parties hereto mutually agree as follows:

1. The Owner, in consideration of the sum of Ten Dollars (\$10.00) paid to Owner by Optionee, receipt of which is hereby acknowledged, has granted unto Optionee, its successors and assigns, the exclusive right and option to and including October 1, 1955 to purchase from Owner upon the terms and conditions hereinafter stated, those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Iron Cap Number One (1)	26	541
Iron Cap Number Two (2)	26	542
Iron Cap Number Three (3)	28	283

2. (a) The purchase price of said property shall be the sum of Five Thousand Two Hundred Dollars (\$5200.00) payable in installments of One Hundred Dollars (\$100.00) to Owner on July 1, 1951 and on the 1st day of each month thereafter to and including October 1, 1955.

(b) The date of the payment of each installment shall be changed to a later date as provided in paragraph 17 hereinafter set forth.

(c) At any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid.



(d) Payment of royalties to Owner by Optionee as specified in paragraph 10 hereof shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. (a) Subject to the provisions of subparagraphs (b) and (c) below, Optionee agrees that if it desires to continue this option beyond May 1, 1952 or beyond May 1 of any subsequent year of the life of the option, it shall by said date have performed the annual labor or assessment work as is required by law to hold the unpatented mining claims under this option for the year beginning the next July 1 and shall cause proper affidavits of said work to be recorded as required by law on or before said May 1. Owner shall be furnished a copy of said affidavit at the time of its recording.

(b) It is understood by Optionee and Owner that the mining claims under this option, three other mining claims under another option between Owner and Optionee, three mining claims under option by Optionee from Pearl W. Longhurst and C. E. T. Eaton, ten mining claims under option by Optionee from The Lone Star Mines, Incorporated, and mining claims located and owned by Optionee together form a single group of mining claims. Owner agrees that the development and exploration work done on one or



more of the unpatented mining claims in this group will be for the benefit of the mining claims under this option and further agrees that such work performed on one or more of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, building of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee.

(c) In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work, but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

5. The Optionee shall pay all state and county ad valorem taxes which shall be levied during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.

6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens



therefor. Optionee shall permit Owner to place and maintain such notices thereon as may be lawfully necessary to protect Owner against such claims and liens.

7. Optionee shall keep full and accurate accounts and records of all development work performed on the property and shall during regular business hours afford the Owner free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metallurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall, until the payment of the purchase price has been made in full, pay Owner as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owner shall be paid within sixty (60) days after payment of the net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing,



except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owner, she shall deliver to Optionee her mining deed in form satisfactory to Optionee's attorney granting, conveying, assigning and transferring the property under this option.

12. (a) Owner covenants and represents she has not and will not during the existence of this option sell, lease or rent the property hereunder and she has not encumbered said property and that during the existence of this option she will not permit it to be encumbered or encumber it by her own action, and any liens, charges or encumbrances levied, assessed or imposed by her action or otherwise prior hereto or by her action or otherwise from the date hereof shall be paid off by her and be released and discharged at her expense. Should the Owner fail to remove such liens, Optionee may at its discretion pay the sums required to remove such liens and deduct such amount, including reasonable attorney's fees, from subsequent payment or payments due hereunder. The Owner agrees to cooperate fully with the Optionee in perfecting title to said property including the bringing by her upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owner at the request of Optionee.

(b) If the Owner is unable to furnish good and merchantable title for one or more of the mining claims under this option, the purchase price herein shall be reduced by one-third for each such mining claim which the Optionee elects shall not



be included in the purchase for this reason. If the Owner is unable to furnish good and merchantable title to an undivided interest or interests in a mining claim or claims but is able to furnish such title to the remaining interest or interests, then Optionee may elect to accept a transfer of said undivided interest or interests for which Owner can furnish good and merchantable title and reject the remainder. In such case the purchase price of \$5200.00 provided herein shall be reduced by the same per cent of the total purchase price as the per cent of the fractional undivided interests of said three claims which are rejected by Optionee because of defective title. If Optionee elects to accept a deed from Owner for any mining claim or claims or interest therein for which Owner has not good and merchantable title, then the purchase price shall not be reduced by reason of the infirmity. In the event the purchase price is reduced as provided in this paragraph, each installment remaining unpaid shall be reduced an equal amount.

13. It is understood by the parties hereto that in the event Optionee desires the amendment of any of the locations of the mining claims under this option or desires relocations of the ground covered by these mining claims, the cost and expense of the amended locations or relocations will be borne by Optionee. It is understood that this option will extend to and include all such amended locations or relocations.

14. Before an escrow provided in paragraph 16 hereof is set up any and all payments, including royalties, under this option shall be made by Optionee depositing such payments to the account of Owner in THE VALLEY NATIONAL BANK, PHOENIX, at Safford, or in such other bank as she may designate in writing. Said notice shall be effective only after it has been received by Optionee.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owner, her



heirs, administrators, executors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon.

(b) Upon written notice to Owner by Optionee, the Optionee and Owner shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owner shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to Optionee the deed executed by Owner upon payment of the purchase price as set forth in this option, and to deliver to Owner the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owner through the escrow holder. Upon making such payments to the escrow holder, Optionee shall be deemed to have made them to Owner, her heirs, administrators, executors and assigns and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or pay-



ments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments of the purchase price under this agreement directly to Owner, shall be entitled to receive directly from the Owner the deeds which it would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the performance of any of its obligations hereunder, and it shall not lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to pay taxes and perform assessment work (if any be required by law) as above provided.

18. In the event the Optionee shall surrender this



option, or it is terminated pursuant to paragraph 19 for any cause, it agrees to do the following:

(a) Deliver to Owner its duly executed deed quitclaiming to Owner any interest in the property described herein.

(b) It shall deliver to Owner upon her request a copy of geologic records of the property under this option, including results of analysis of samples of ore from her property.

19.(a) If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owner, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages and all liability and obligations of the Optionee shall cease and terminate except as provided in subparagraph (c) below.

(b) Optionee shall have the right at any time while this option is in force, to surrender the same by delivery to Owner of the quit claim deed referred to in paragraph 18 hereof or requesting the escrow agent to deliver to the Owner the quitclaim deed referred to in subparagraph (c) of paragraph 16 hereof. Upon delivery of such deed all rights of the Optionee under this option, except as provided in paragraph 20 herein, shall terminate and all payments theretofore made under this option shall be retained by Owner as full compensation as rental for the occupancy of said property and as the consideration for which this option is given and all liability and obligations of the Optionee shall cease and terminate except as expressly provided in subparagraph



(c) below.

(c) The termination or surrender of this option as in this paragraph provided shall not release Optionee from its obligation under paragraph 18 hereof and from its obligation fully and promptly to pay Owner any and all royalties payable to the latter at the date of such termination or surrender.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed in whole or in part by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all obligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. The Owner represents that she has no interest, right or claim in and to any unpatented mining claim within one mile of any of the mining claims hereunder (except Lone Wolf mining claims Numbers 1, 2 and 3, recorded in the office of the County Recorder of Graham County in Book 26 of Mines at pages 285, 286 and 287 respectively) and agrees that so long as this option continues in force and effect neither she nor any agents or other persons in her behalf will without the written consent of the Optionee being first obtained, secure any interest, right or claim through location, relocation or transfer in any unpatented mining claims within one mile of the property under this option other than the Lone Wolf mining claims named above.



23. Service of all notices shall be by registered mail. Until the other party has been notified in writing of a change of address, notices shall be mailed to the Owner, P. O. Box 133, Thatcher, Arizona, and to the Optionee c/o Guynn & Twitty, attorneys at law, 907 Title & Trust Building, Phoenix, Arizona.

24. The Owner and Optionee hereto mutually agree that this agreement and the memorandum thereof shall supersede the agreement and memorandum thereof dated March 13, 1951, which are hereby cancelled and annulled. The memorandum of March 13, 1951 is recorded in the office of the County Recorder of Graham County in Docket No. 13 at pages 524, 525 thereof.

25. This agreement shall bind and benefit the heirs, executors, administrators and assigns of the Owner and the successors and assigns of the Optionee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in three (3) counterparts as of the day and year first above written.

Elizabeth West.  
Owner

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation,

By Arthur J. C. Jones  
General Manager

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF GRAHAM )

COUNTY OF GRAHAM ;

On this the 29 day of June, 1951, before me,  
J. Allen Hoopes, the undersigned officer, personally  
appeared Elizabeth West, known to be the person whose name is sub-  
scribed to the within instrument and that she executed the same  
for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Edwin Leapey*  
Notary Public

My commission expires:  
March 10-1953



STATE OF NEVADA )

) SS.

COUNTY OF WHITE PINE )

On this the 16<sup>th</sup> day of June, 1951, before me,  
J. H. Egan, the undersigned officer, personally  
appeared Arthur J. O'Connor who acknowledged himself to be the  
General Manager of Consolidated Coppermines Corporation, a corpora-  
tion; and that he, as such General Manager being authorized so to do,  
executed the foregoing instrument for the purposes therein contained,  
by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

J. H. Egan  
Notary Public

My commission expires:

May 21 - 1954



OPTION AGREEMENT

THIS AGREEMENT, made this 16 day of June, 1951 by and between ELIZABETH WEST, a single woman of Graham County, Arizona, as Owner, and CONSOLIDATED COPPERMINES CORPORATION, a Delaware corporation, licensed to transact business in Arizona, as Optionee, WITNESSETH:

That the Parties hereto mutually agree as follows:

1. The Owner, in consideration of the sum of Ten Dollars (\$10.00) paid to Owner by Optionee, receipt of which is hereby acknowledged, has granted unto Optionee, its successors and assigns, the exclusive right and option to and including October 1, 1955 to purchase from Owner upon the terms and conditions hereinafter stated, those three lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County, Arizona in the Book and at the page set after the respective mining claims:

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Lone Wolf No. 1	26	285
Lone Wolf No. 2	26	286
Lone Wolf No. 3	26	287

2. (a) The purchase price of said property shall be the sum of Five Thousand Two Hundred Dollars (\$5200.00) payable in installments of One Hundred Dollars (\$100.00) to Owner on July 1, 1951 and on the 1st day of each month thereafter to and including October 1, 1955.

(b) The date of the payment of each installment shall be changed to a later date as provided in paragraph 17 hereinafter set forth.

(c) At any time, at the election of the Optionee, the unpaid balance of the purchase price may be paid.



(d) Payment of royalties to Owner by Optionee as specified in paragraph 10 hereof shall be applied against the installment or installments of the purchase price next falling due. No royalty payment shall accelerate the date for the payment of any installment of the purchase price or operate as an exercise of the option to purchase unless said royalty payment is sufficient to complete the payment to the Owner of the balance of the installments of the entire purchase price remaining unpaid. The obligation of the Optionee to pay Owner royalties shall terminate upon the completion of the payment of the installments of the purchase price set forth above.

3. The Optionee shall during the life of this option have the right to enter upon, possess and freely to explore, develop, work and mine said property and dispose of the ores and mineral products thereof.

4. (a) Subject to the provisions of subparagraphs (b) and (c) below, Optionee agrees that if it desires to continue this option beyond May 1, 1952 or beyond May 1 of any subsequent year of the life of the option, it shall by said date have performed the annual labor or assessment work as is required by law to hold the unpatented mining claims under this option for the year beginning the next July 1 and shall cause proper affidavits of said work to be recorded as required by law on or before said May 1. Owner shall be furnished a copy of said affidavit at the time of its recording.

(b) It is understood by Optionee and Owner that the mining claims under this option, three other mining claims under another option between Owner and Optionee, three mining claims under option by Optionee from Pearl W. Longhurst and C. E. T. Eaton, ten mining claims under option by Optionee from The Lone Star Mines, Incorporated, and mining claims located and owned by Optionee together form a single group of mining claims. Owner



agrees that the development and exploration work done on one or more of the unpatented mining claims in this group will be for the benefit of the mining claims under this option and further agrees that such work performed on one or more of the mining claims in the group of a value equal to \$100.00 for each of the mining claims under this option will be sufficient performance of the annual labor or assessment work for said year for the mining claims under this option. This development and exploration work may consist of diamond or churn drilling, building of access ways, driving tunnels, sinking shafts or any other work done for the purpose of locating ore deposits in the group of mining claims referred to above which Optionee owns or has under option. The location and character of such work shall be in the sole discretion of Optionee.

(c) In the event during any year of the life of this option Congress suspends or waives the requirement for annual labor or assessment work, Optionee need not perform said work, but in lieu thereof may file with the County Recorder such notice of intention to hold as may be required, or otherwise take all action so prescribed by Congress for such suspension or waiver.

5. The Optionee shall pay all state and county ad valorem taxes which shall be levied during the time this option is in effect upon the mining claims or upon any part of the claims described herein as a producing mine, and shall also pay when due all excise and other taxes arising from the operation by Optionee of the mining claims.

6. All work done by the Optionee hereunder shall be performed in a good, minerlike manner and in accordance with the laws of the State of Arizona and the lawful orders of the State Mine Inspector and other duly constituted agencies of said State. The Optionee shall promptly pay all obligations for labor or materials employed or used upon said property hereunder and shall protect said property and the Owner from all claims and liens



therefor. Optionee shall permit Owner to place and maintain such notices thereon as may be lawfully necessary to protect Owner against such claims and liens.

7. Optionee shall keep full and accurate accounts and records of all development work performed on the property and shall during regular business hours afford the Owner free access to said mining property at reasonable times.

8. Optionee shall, at its own cost and expense, carry workmen's compensation and occupational disease disability insurance covering all workmen employed by it in and about said property during the life of this agreement, in accordance with the applicable provisions of these laws, and shall assume full liability for all claims which may arise because of personal injury or death to any person or persons or because of damage to property incurred by reason of Optionee's occupancy of said property or operations thereon.

9. Optionee shall be entitled without payment of any royalty to remove samples for metallurgical tests or analysis.

10. In the event Optionee removes any ore, other than samples as provided in paragraph 9 above, the Optionee shall, until the payment of the purchase price has been made in full, pay Owner as royalty upon all said ore removed from the property and disposed of by Optionee, 10% of the net smelter returns from said ore or mineral products. Royalties payable hereunder to said Owner shall be paid within sixty (60) days after payment of the net smelter returns as below set forth. Optionee shall use reasonable diligence to obtain maximum commercial values. Net smelter returns are defined as the amount paid by the smelter, mill or mint purchasing the ore and minerals with deductions only for all transportation costs paid to common or contract carriers and for smelter, mill, or mint charges and penalties. Optionee shall, during the term of the option keep books and accounts showing,



except for samples, the amount of ores extracted from said premises, the amount of ores shipped, sold or treated, and the amount of money received from said ores, or the value extracted therefrom, and Owner shall, during regular business hours, have free and full access to said books, accounts and records, at reasonable times, until the full purchase price has been paid.

11. In the event the entire purchase price shall be paid the Owner, she shall deliver to Optionee her mining deed in form satisfactory to Optionee's attorney granting, conveying, assigning and transferring the property under this option.

12. (a) Owner covenants and represents she has not and will not during the existence of this option sell, lease or rent the property hereunder and she has not encumbered said property and that during the existence of this option she will not permit it to be encumbered or encumber it by her own action, and any liens, charges or encumbrances levied, assessed or imposed by her action or otherwise prior hereto or by her action or otherwise from the date hereof shall be paid off by her and be released and discharged at her expense. Should the Owner fail to remove such liens, Optionee may at its discretion pay the sums required to remove such liens and deduct such amount, including reasonable attorney's fees, from subsequent payment or payments due hereunder. The Owner agrees to cooperate fully with the Optionee in perfecting title to said property including the bringing by her upon request of Optionee of quiet title suits. All expenses shall be borne by Optionee in perfecting title, including quiet title suits or other things done by Owner at the request of Optionee.

(b) If the Owner is unable to furnish good and merchantable title for one or more of the mining claims under this option, the purchase price herein shall be reduced by one-third for each such mining claim which the Optionee elects shall not



be included in the purchase for this reason. If the Owner is unable to furnish good and merchantable title to an undivided interest or interests in a mining claim or claims but is able to furnish such title to the remaining interest or interests, then Optionee may elect to accept a transfer of said undivided interest or interests for which Owner can furnish good and merchantable title and reject the remainder. In such case the purchase price of \$5200.00 provided herein shall be reduced by the same per cent of the total purchase price as the per cent of the fractional undivided interests of said three claims which are rejected by Optionee because of defective title. If Optionee elects to accept a deed from Owner for any mining claim or claims or interest therein for which Owner has not good and merchantable title, then the purchase price shall not be reduced by reason of the infirmity. In the event the purchase price is reduced as provided in this paragraph, each installment remaining unpaid shall be reduced an equal amount.

13. It is understood by the parties hereto that in the event Optionee desires the amendment of any of the locations of the mining claims under this option or desires relocations of the ground covered by these mining claims, the cost and expense of the amended locations or relocations will be borne by Optionee. It is understood that this option will extend to and include all such amended locations or relocations.

14. Before an escrow provided in paragraph 16 hereof is set up any and all payments, including royalties, under this option shall be made by Optionee depositing such payments to the account of Owner in THE VALLEY NATIONAL BANK, PHOENIX, at Safford, or in such other bank as she may designate in writing. Said notice shall be effective only after it has been received by Optionee.

15. Upon so depositing such payments, as provided above, Optionee shall be deemed to have made them to Owner, her



heirs, administrators, executors and assigns, and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payments.

16. (a) The escrow holder shall be THE VALLEY NATIONAL BANK, PHOENIX, of Phoenix, Arizona, or such other bank, trust company or escrow holder as may be mutually agreed upon.

(b) Upon written notice to Owner by Optionee, the Optionee and Owner shall agree on instructions to the escrow holder in accordance with the terms and conditions of this agreement.

(c) Owner shall deliver to said escrow holder the mining deed prescribed in paragraph 11 hereinabove.

(d) Optionee shall deliver to the escrow holder a quit claim deed to the property.

(e) The escrow holder shall be instructed to deliver to Optionee the deed executed by Owner upon payment of the purchase price as set forth in this option, and to deliver to Owner the quit claim deed executed by the Optionee in the event of the surrender of this option by the Optionee or termination for any cause.

(f) After the escrow is set up all payments, including royalties, shall be paid to Owner through the escrow holder. Upon making such payments to the escrow holder, Optionee shall be deemed to have made them to Owner, her heirs, administrators, executors and assigns and thereupon Optionee, its successors and assigns, shall be discharged to the extent thereof as if such payments had been made directly to Owner or to any other person, firm or corporation entitled thereto, and Optionee shall not be liable for the ultimate distribution or receipt of any such payment or pay-



ments.

(g) If for any reason the escrow provided in this paragraph is not set up then Optionee, upon making the payments of the purchase price under this agreement directly to Owner, shall be entitled to receive directly from the Owner the deeds which it would otherwise have deposited with the escrow holder.

17. Except for the final sentence of this paragraph, anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that if by reason of any act of Government, federal, state or local, or of any subdivision thereof, or of any public official or employee or representative, whether legal or illegal, or by reason of any order of any Court or because of wars, either domestic or foreign, insurrection, riot, vandalism, or of strikes, lockouts, labor disputes, inability or delay in obtaining satisfactory labor or supplies, or fuel, fire, flood or catastrophe, transportation difficulties or delays, or due to any other cause or causes, whether like or unlike those enumerated, beyond the control of either of the parties, Optionee is prevented from exploring, developing or operating such mining property, Optionee shall not thereby be prejudiced in the performance of any of its obligations hereunder, and it shall not lose any rights which it would otherwise have under and by virtue hereof, and in any such event or events the periods for the performance of any of the acts and obligations on its part to be performed, including the payment of any installment or installments of the purchase price, shall be extended for a period equal to the period of suspension or delay caused or brought about by any of such cause or causes. The provisions of this paragraph shall not alter Optionee's obligations under this agreement to pay taxes and perform assessment work (if any be required by law) as above provided.



18. In the event the Optionee shall surrender this option, or it is terminated pursuant to paragraph 19 for any cause, it agrees to do the following:

(a) Deliver to Owner its duly executed deed quitclaiming to Owner any interest in the property described herein.

(b) It shall deliver to Owner upon her request a copy of geologic records of the property under this option, including results of analysis of samples of ore from her property.

19. (a) If at any time Optionee shall violate or fail to comply with the provisions of this option, and if said non-fulfillment or non-performance shall continue for a period of thirty (30) days after written notice has been given to it by Owner, then upon the expiration of said thirty (30) day period, all rights of the Optionee under this option, except as provided by paragraph 20 herein, shall terminate and all payments theretofore made under said option shall be retained by the Owner as full compensation as rental for the occupancy of said property, as the consideration for which this option is given and as liquidated damages and all liability and obligations of the Optionee shall cease and terminate except as provided in subparagraph (c) below.

(b) Optionee shall have the right at any time while this option is in force, to surrender the same by delivery to Owner of the quit claim deed referred to in paragraph 18 hereof or requesting the escrow agent to deliver to the Owner the quitclaim deed referred to in subparagraph (c) of paragraph 16 hereof. Upon delivery of such deed all rights of the Optionee under this option, except as provided in paragraph 20 herein, shall terminate and all payments theretofore made under this option shall be retained by Owner as full compensation as rental for the occupancy of said property and as the consideration for which this option is given and all liability and obligations of the Optionee shall cease and terminate except as expressly provided in subparagraph



(c) below.

(c) The termination or surrender of this option as in this paragraph provided shall not release Optionee from its obligation under paragraph 18 hereof and from its obligation fully and promptly to pay Owner any and all royalties payable to the latter at the date of such termination or surrender.

20. All machinery, equipment and personal property which may be placed on said mining property by and at the expense of said Optionee, except permanent improvements, may be removed in whole or in part by it at any time during the life of this option or within sixty (60) days after the termination or surrender thereof, provided that such right of removal shall not be exercised until all obligations hereunder shall have been discharged by the Optionee. During such sixty day period Optionee may, at its own cost and expense, but without any rental or charge therefor, maintain on the property covered hereby one or more watchmen.

21. This instrument is an option only, and time shall be the essence thereof, and nothing done or paid hereunder shall convert the same into a contract to purchase.

22. The Owner represents that she has no interest, right or claim in and to any unpatented mining claim within one mile of any of the mining claims hereunder (except Iron Cap mining claims Number 1, 2 and 3, recorded in the office of the County Recorder of Graham County in Book 26 of Mines at pages 541 and 542 and Book 28 of Mines at page 283 respectively) and agrees that so long as this option continues in force and effect that neither she nor any agents or other persons in her behalf will without the written consent of the Optionee being first obtained, secure any interest, right or claim through location, relocation or transfer in any unpatented mining claims within one mile of the property under this option other than the Iron Cap mining claims named above.



23. Service of all notices shall be by registered mail. Until the other party has been notified in writing of a change of address, notices shall be mailed to the Owner, P. O. Box 133, Thatcher, Arizona, and to the Optionee c/o Guynn & Twitty, attorneys at law, 907 Title & Trust Building, Phoenix, Arizona.

24. The Owner and Optionee hereto mutually agree that this agreement and the memorandum thereof shall supersede the agreement and memorandum thereof dated March 13, 1951, which are hereby cancelled and annulled. The memorandum of March 13, 1951 is recorded in the office of the County Recorder of Graham County in Docket No. 13 at pages 526, 527 thereof.

25. This agreement shall bind and benefit the heirs, executors, administrators and assigns of the Owner and the successors and assigns of the Optionee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in three (3) counterparts as of the day and year first above written.

Elizabeth West.  
Owner

CONSOLIDATED COPPERMINES CORPORATION,  
a corporation,

By Richard J. Connor  
General Manager Optionee



STATE OF ARIZONA }  
COUNTY OF GRAHAM } SS.

On this the 29 day of June, 1951, before me,  
G. E. Hoover, the undersigned officer, personally  
appeared Elizabeth West, known to be the person whose name is sub-  
scribed to the within instrument and that she executed the same  
for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

G. E. Hoover  
Notary Public

My commission expires:

March 10-1953

STATE OF NEVADA }  
COUNTY OF WHITE PINE } SS.

On this the 16<sup>th</sup> day of June, 1951, before me,  
John E. ..., the undersigned officer, personally  
appeared Arthur J. O'Connor who acknowledged himself to be the  
General Manager of Consolidated Coppermines Corporation, a corpora-  
tion; and that he, as such General Manager being authorized so to do,  
executed the foregoing instrument for the purposes therein contained,  
by signing the name of the corporation by himself as General Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

John E. ...  
Notary Public

My commission expires:

May 2-1954



# NOTICE OF ABANDONMENT OF MINING CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That Consolidated Coppermines Corporation, a Delaware corporation, licensed to transact business in Arizona, effective upon the presentation of this notice to the County Recorder of Graham County, abandons those sixty-eight unpatented lode mining claims situate in the Lone Star Mining District, Graham County, State of Arizona, notice of location of which is recorded in the office of the County Recorder of Graham County in the Docket and at the page set after the respective mining claims.

<u>Name of Claim</u>	<u>Original Location Notice</u>		<u>Amended Location Notice</u>	
	<u>Docket</u>	<u>Page</u>	<u>Docket</u>	<u>Page</u>
CCC No. 2	4	572		
CCC No. 3	4	573	6	245
CCC No. 4	4	574		
CCC No. 5	4	575	6	246
CCC No. 6	4	576		
CCC No. 7	4	577	6	247
Star No. 2	8	124		
Star No. 3	8	125		
Star No. 4	8	126		
Star No. 10	8	127		
Star No. 13	8	128		
Star No. 14	8	129		
Star No. 15	8	130		
Star No. 16	8	171		
Star No. 17	8	172	8	346
Star No. 19	8	173	8	347
Star No. 20	10	91		
Star No. 21	8	174		
Star No. 22	8	175		
Star No. 23	8	176		
Star No. 29	8	274		
Star No. 31	8	275		
Star No. 34	10	92		
Star No. 35	10	93		
Mars No. 1	11	428		
Mars No. 5	11	328		
Mars No. 6	11	329		
Mars No. 7	11	330		
Mars No. 8	11	331		
Mars No. 9	11	332		



<u>Name of Claim</u>	<u>Original Location Notice</u>		<u>Amended Location Notice</u>	
	<u>Docket</u>	<u>Page</u>	<u>Docket</u>	<u>Page</u>
Mars No. 10	11	333		
Mars No. 11	11	429		
Mars No. 12	11	546		
Pluto No. 1	11	547		
Pluto No. 2	11	548		
Pluto No. 3	11	549		
Pluto No. 7	14	292		
Milo No. 1	14	344		
Milo No. 2	14	345		
Milo No. 3	14	346		
Milo No. 5	14	348		
Milo No. 6	14	349		
Milo No. 7	14	350		
Milo No. 8	14	351		
Milo No. 9	14	352		
Milo No. 10	14	353		
Milo No. 11	14	354		
Milo No. 12	14	355		
Milo No. 13	14	356		
Milo No. 14	14	374		
Milo No. 15	14	357		
Milo No. 16	14	358		
Milo No. 17	14	431		
Milo No. 18	15	330		
Milo No. 19	15	331		
Milo No. 23	15	332		
Milo No. 24	15	333		
Milo No. 27	15	334		
Milo No. 28	15	335		
Milo No. 29	15	336		
Milo No. 30	15	459		
Milo No. 31	15	460		
Milo No. 32	15	461		
Venus No. 1	16	238		
Venus No. 2	16	239		
Venus No. 3	16	240		
Venus No. 4	16	241		
Venus No. 5	16	242		

The abandonment evidenced by this notice shall be complete upon the presentation of this notice for recording to the County Recorder of Graham County, State of Arizona, as provided above.

DATED this \_\_\_\_\_ day of August, 1952.

CONSOLIDATED COPPERMINES CORPORATION

By \_\_\_\_\_  
General Manager



STATE OF NEVADA            )  
                                  ) SS.  
COUNTY OF WHITE PINE )

On this the \_\_\_\_\_ day of August, 1952, before me,  
\_\_\_\_\_, the undersigned officer,  
personally appeared Arthur J. O'Connor, who acknowledged  
himself to be the agent of Consolidated Coppermines Corporation,  
a corporation, and that he, as such agent, being authorized so  
to do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by himself as  
general manager.

In witness whereof, I have hereunto set my hand and  
official seal the date first above written.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_