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SECOND ADDENDUM TO MINERAL LEASE  
AND OPTION OF AUGUST 1, 1982

DATE: August 3, 1983.

LESSORS: NATASHA GREENLEE, as to an undivided 56 per cent;  
CONSTANCE ROGGE, as to an undivided 22 per cent;  
ROSALIND ANNE DANDREA, as to an undivided 11 per cent;  
JESSLYN SUSAN MERGEN, as to an undivided 11 per cent.

LESSEE: L.W.D. EXPLORATION & MINING CORP., an Arizona corporation.

WHEREAS on April 6, 1983 an Addendum to Mineral Lease and Option of August 1, 1982 was entered into and executed by the parties; and

WHEREAS Section 3 of the said Mineral Lease and Option was then and there amended to provide for a total purchase price of \$1,000,000.00,

GRIBLER

12/2/83

addendum

7% Gross Royalties  
\$1,000,000 end

Feb 1984 - 1 man 50 shifts

letter by committee change Gross

- (A)
- (B)
- (C)

Bob - Kennealy 685-2411 (Ken Pan etc)

Nov 19<sup>th</sup> visit

15 days free look

\$5000 90 Exploration

5000 90 ✓ extension

2000/month @ exploration month

negotiable → 10% Gross till \$1,000,000

then 7% NSR (END? - no) Life of Mine

Work Commitment

\$250,000 per year

2<sup>nd</sup> year - in production 1000 tons/month minimum

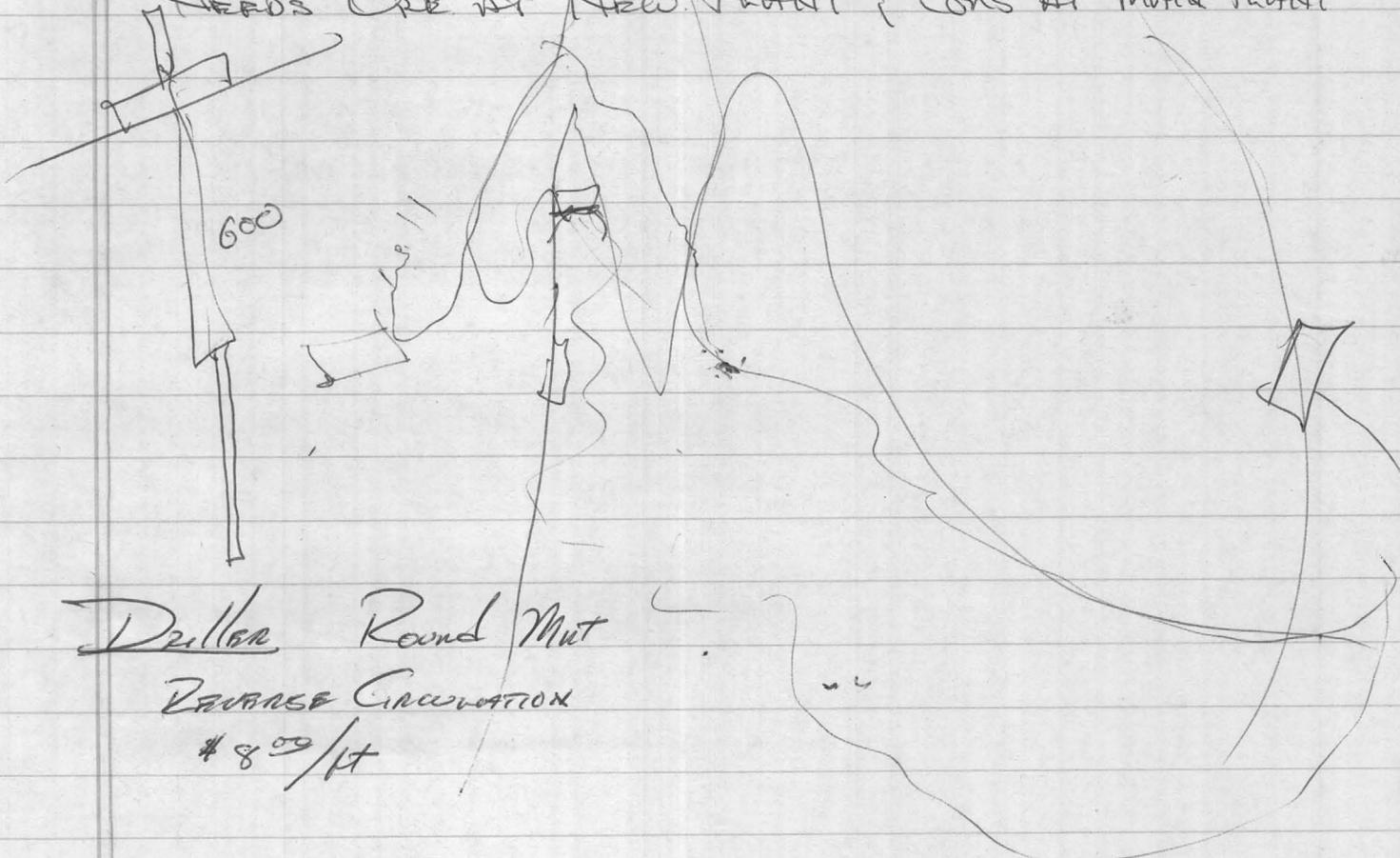
→ 7% Royalty based upon above

after \$1,000,000 paid

2 1000' holes? Commitment

Inspiration - April 1984 - SULFITE

HEADS CRE AT NEW PLANT & CONS AT MAIN PLANT



Driller Round Mit

Reverse Circulation

\$8.00/ft

North



+ Lydia 16  
17  
18  
19

west end

19	17	13
18	16	12

with 1/2 Sec 35 open 1 S 14 E

1/4 with 1/2 Sec 3 2 S 14 E

MINERAL LEASE AND OPTION

DATE: August 1, 1982.

LESSORS: NATASHA GREENLEE, as to an undivided 56 per cent;  
 CONSTANCE ROGGE, as to an undivided 22 per cent;  
 ROSALIND ANNE DANDREA, as to an undivided 11 per cent;  
 JESSLYN SUSAN MERGEN, as to an undivided 11 per cent.

LESSEE: L.W.D. EXPLORATION & MINING CORP., an Arizona corporation.

WHEREAS the LESSORS own those certain unpatented mining claims situated in the GLOBE MINING DISTRICT in Gila County, Arizona, the Location Notices of which are of record in the office of the County Recorder of Gila County, Arizona, and the location notices and the Bureau of Land Management serial numbers are set forth and more particularly described on Exhibit A attached hereto, and which mining claims, together with all ores, minerals and mineral rights appurtenant thereto and the right to explore for, mine and remove the same, all water rights appurtenant thereto, all improvements, easements, licenses, rights-of-way and other interests appurtenant thereto (including any right, title and interest in and to said real property which may be acquired by the LESSORS at any time during the life of this Mineral Lease and Option) are hereinafter referred to as the "Property"; and

WHEREAS the parties hereto desire to enter into a Mineral Lease and Option agreement permitting the LESSEE to have the exclusive possession of and the right to mine the Property and an option to purchase the Property;

NOW, THEREFORE, in consideration of the sum of \$10.00 paid by the LESSEE to the LESSORS, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

Section 1. Subject to LESSEE'S right to terminate this Mineral Lease and Option and all of LESSEE'S obligations hereunder as provided in Section 6 hereof, LESSORS hereby lease the Property to LESSEE and grant to LESSEE an option to purchase the Property, and LESSEE hereby accepts such lease and such option, all upon and subject to the terms and conditions hereinafter set forth.

Section 2. Effective on the date of this Mineral Lease and Option and thereafter until this Mineral Lease and Option is terminated by LESSEE as provided in Section 6 hereof or by LESSORS for the default of LESSEE as provided in Section 7 hereof, LESSEE shall have the right to make geological investigations and geophysical surveys and other kinds of investigations and surveys, to drill on all of the Property covered by this Mineral Lease and Option by any means; and to have all the rights and privileges incident to ownership of the Property, including without limitation the right to mine, extract by leaching in place or any other means, remove, save, mill, concentrate, treat, ship and sell or otherwise dispose of ores, concentrates, minerals and mineral-bearing earth and rock and other products therefrom; and to engage in related operations with respect to all veins, lodes and mineral deposits contained in or on said Property, with the right to use all processes and to construct and maintain all works, buildings, plants, waterways, roads, telegraph and telephone and power lines, and all other structures, machinery and facilities which LESSEE may consider necessary or desirable for such mining, milling and concentrating and related operations.

Section 3. As long as the LESSEE is not in default in the royalty or purchase payments hereinafter provided, LESSEE shall have a continuing option within which to complete the purchase of the mining claims by the payment to the LESSORS of the following minimum payments:

\$ 50,000.00 on August 1, 1983;  
\$150,000.00 on August 1, 1984;  
\$200,000.00 on August 1, 1985;  
\$200,000.00 on August 1, 1986; and  
\$400,000.00 on August 1, 1987.

Section 4. Unless and until this Mineral Lease and Option is terminated by LESSEE as provided in Section 6 hereof or by LESSORS for the default of LESSEE as provided in Section 7 hereof, until the aggregate amount of \$1,000,000.00 has been paid, LESSEE shall pay LESSORS:

(a) A royalty of ten (<sup>7</sup>~~10~~) per cent of the net smelter returns on the value of all minerals produced and sold from the Property shall be paid by LESSEE to LESSORS. Payments and copies of smelter returns and other evidence of sale shall be paid and delivered by LESSEE to LESSORS not later than the fifteenth day of the month following the month in which payment is received by LESSEE for minerals sold. All percentage royalty payments on mineral payments shall apply to the minimum payments and the total option purchase price. The term "net smelter return" wherever used herein is hereby defined to mean the proceeds of metals derived from direct smelting ores, concentrates, precipitates and other products paid for by a smelter in accordance with the applicable smelting contract; or, if the smelter is owned by LESSEE, in accordance with the then effective general ore schedule, and less cost of transportation from mine to smelter.

(b) In lieu of the royalty as provided in Section 4(a), the LESSEE may pay to the LESSORS ten (<sup>7</sup>~~10~~) per cent of the gross value of all minerals produced and sold from the Property in the event the minerals are sold after milling or other processing and to buyers other than smelter and less transportation costs.

Section 5. LESSEE shall perform work or make improvements on or for the benefit of the Property including the assessment work for the year ending at noon on September 1, 1983, and for each assessment year thereafter during which this Mineral Lease and Option remains in effect, of a value and kind required by the laws of the United States provided for annual assessment work on mining claims. The parties agree, for the purpose of this Mineral Lease and Option, that geological investigations, geochemical surveys, geophysical surveys or drilling performed on any one or more of the mining claims included in the Property at a reasonable cost equivalent to not less than \$100.00 per claim (or such other amount as may hereafter be required by law) will be deemed to be annual labor benefitting all of the unpatented mining claims in the Property and complying with the requirements of the laws of the United States; provided, however, that, if geological investigations, geochemical surveys or geophysical surveys are performed, LESSEE shall make and file or record such reports as are required by applicable law, but nothing herein shall be con-

strued as limiting LESSEE'S right to perform other work or make improvements of a kind permitted by law in performance of the requirements of this Section. It is specifically understood and agreed that if this Mineral Lease and Option is terminated by LESSEE on or after a date which is less than three (3) months prior to the end of any assessment year, which commences September, 1983, or thereafter, and if the LESSORS are not then in default hereunder, LESSEE will nevertheless perform annual labor for such assessment year as hereinabove provided. As used herein the term "assessment year" means the period of time from noon on September 1 of any year to noon on September 1 of the immediately succeeding calendar year, or such other period as may be hereafter provided by law. LESSEE shall give LESSORS written evidence of the completion of the performance of assessment work not later than June 15 of each year.

Section 6. The LESSEE after February 1, 1983 and after the or the performance of the assessment work by the year ending September 1, 1983 and after the delivery of a progress report covering the activities and operations of the LESSEE for the period August 1, 1982 through January 31, 1983 may terminate this Mineral Lease and Option at any time by giving LESSORS and Escrow Agent written notice that the Mineral Lease and Option is terminated as of the date of termination specified in said written notice. In the event such notice of termination shall be given, the Mineral Lease and Option shall terminate as to both parties on the effective date of termination specified in such notice. Upon such termination LESSEE shall surrender possession of the Property to LESSORS and shall have no further liability or obligation under this Mineral Lease and Option (including, without limitation thereto, any liability to pay royalties required by the provisions of Section 4 hereof), except for LESSEE'S obligation to perform annual labor for the assessment year during which the termination is effective if such termination is effective less than three (3) months prior to the end of that assessment year and any other obligations under Section 12, which may have then accrued, and LESSEE'S obligation to pay any royalties then owed to LESSORS.

Section 7. Upon breach by LESSEE of any of LESSEE'S obligation hereunder, LESSORS shall notify LESSEE thereof in writing, setting forth the breach complained of; and if LESSEE is thus in default as claimed by LESSORS in such notice and LESSEE does not initiate and diligently pursue steps to correct such default within thirty (30) days from date of the notice and, in fact, correct such default within ninety (90) days, LESSOR may terminate this Mineral Lease and Option at any time during the continuance of such default and after the expiration of time herein provided by giving notice to LESSEE of such election to terminate. Upon termination of this Mineral Lease and Option pursuant to this Section 7, LESSEE shall surrender possession of the Property to LESSOR, and thereafter neither party hereto shall have any further liability or obligation to the other (including, without limitation thereto, except any liability of LESSEE to pay royalties required by the provisions of Section 4 hereof) except for LESSEE'S obligation to perform annual labor for the assessment year during which the termination is effective if such termination is effective less than three (3) months prior to the end of that assessment year, as provided in Section 5 hereof, LESSEE'S obligation to pay LESSEE'S apportioned share of ad valorem taxes for the calendar year in which the Mineral Lease and Option is terminated, as provided in Section 12 hereof, and any other obligations under said Section 12 which may have then accrued, and LESSEE'S obligation to pay any royalties then owed to LESSORS. Upon breach by LESSEE of any of LESSEE'S obligations hereunder, LESSORS may terminate this Mineral Lease and Option as herein provided; or, at LESSORS' election, LESSORS may take such action as is appropriate to specifically enforce the provisions hereof.

Section 8. LESSORS and LESSEE agree that, at the time there has been paid by LESSEE to LESSORS the first \$50,000.00, the LESSORS shall cause to be deposited in escrow at FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, in Phoenix, Arizona, a good and sufficient deed conveying the unpatented mining claims to LESSEE and warranting the title to the said claims, except as against the rights and interest of the United States and executing Escrow Instructions in accordance with the terms and conditions of this agreement, so that on the consummation of the payment

of the full purchase price the deed may be delivered to LESSEE by the Escrow Agent. LESSEE will deposit a Quit-Claim Deed with the hereinabove-designated Escrow Agent and authorize the said Escrow Agent to deliver the Quit-Claim Deed to the LESSORS if and in the event LESSEE defaults under the terms and conditions of this agreement within the times herein provided.

Section 9. At any time during which this Mineral Lease and Option is in effect LESSEE may, in the name of the LESSORS but at LESSEE'S expense, relocate, amend or apply for patent on any of the unpatented mining claims included in the Property; and such relocated, amended and patented claims shall be deemed to be covered by the provisions of this Mineral Lease and Option, all relocated claims must be contiguous.

Section 10. LESSEE, at any time during the life of this Mineral Lease and Option, may install upon and remove from the Property any tools, machinery, equipment and supplies owned or furnished by LESSEE. It is expressly understood and agreed that, upon termination of this Mineral Lease and Option for any reason, LESSEE may remove any such tools, machinery, equipment and supplies; provided, however, that such removal shall be at LESSEE'S expense and shall be accomplished within one hundred (100) days following such termination; and provided further that LESSEE may not remove any underground timber or other supports installed by LESSEE. LESSEE may have a watchman on the Property during such period.

Section 11. If at any time during the term of this Lease either the LESSORS or the LESSEES locate additional mining claims within three (3) miles of the boundaries of any of the claims involved in this Lease and Option Agreement, with the exception of any other claims of record as of August 1, 1982, then such claims shall be deemed to be a part of the property as described in this agreement and shall be subject to all of the terms and conditions thereof.

Section 12. Until this Mineral Lease and Option is terminated, LESSEE shall:

(a) Pay on behalf of LESSORS all ad valorem taxes levied or assessed upon the Property and any improvements placed thereon by LESSEE, commencing with taxes for the year 1983; provided that upon termination of this Mineral Lease and Option for any reason taxes shall be apportioned between the parties on a calen-

dar-year basis for the year of such termination; LESSORS to pay that portion of such taxes applicable to that part of the calendar year occurring after termination, provided that LESSORS shall not be liable for taxes on any tools, machinery, equipment, facilities or improvements placed upon the Property unless not removed by LESSEE within the time provided by Section 8 hereof.

(b) Assume all responsibility for personal injury to or death of any person or damage to property, resulting from the negligence or actionable fault of LESSEE, LESSEE'S agents or employees, arising out of LESSEE'S exploration and development work or mining or other operations on or in connection with the Property; and LESSEE does hereby indemnify and hold harmless the LESSORS of and from any liability or obligation arising out of such injury or damage.

(c) Pay for all labor and materials used by LESSEE on or in connection with the Property; and LESSEE does hereby indemnify and hold harmless the LESSORS of and from any liens resulting therefrom.

LESSORS may post Notices of Non-Liability on the Property as provided by law, and LESSEE shall use LESSEE'S best efforts to keep said notice posted while in possession of said Property; but LESSEE may change the location of such notices from time to time to the extent required to prevent unreasonable interference with the operations of LESSEE.

Section 13. LESSORS represent and warrant that LESSORS are the owners of or have the right to acquire the unpatented mining claims included in the Property; that LESSORS are in possession of and entitled to the possession of the said unpatented claims; that LESSORS have not conveyed or encumbered said claims; that there are no liens against said claims; and that LESSORS hold title thereto free and clear of claims of creditors or persons claiming under them, subject only to the paramount title of the United States. LESSORS further represent that such claims were located in accordance with the laws of the United States open to mining locations; that all annual labor required by applicable law has been performed on or for the benefit of such claims; and that such claims are in all respects valid.

Without in any manner limiting or restricting any other right LESSEE may have against LESSORS, it is agreed that, if at any time during the life of this Mineral Lease and Option LESSEE or LESSORS shall discover any defect in the title to any of the unpatented mining claims included in the Property, including, without limitation, encumbrances and liens other than those resulting from acts or omissions of LESSEE, LESSORS shall, at LESSORS' sole expense, remedy such defects. In the event LESSORS fail to remedy such defect or defects within a reasonable period of time, LESSEE may do so, but shall not be required to do so, and shall be reimbursed by LESSORS for any costs reasonably incurred by LESSEE in connection therewith by deduction from royalty payments if LESSEE so elects.

In the event LESSEE pays the full amount of \$1,000,000.00 hereunder and thereby becomes entitled to a conveyance to him of the Property, LESSORS shall execute such other documents and perform such other acts as may be reasonably required to transfer complete title of the Property to LESSEE.

Section 14. All notices to LESSEE, LESSORS or Escrow Agent shall be in writing and sent by registered or certified mail, return receipt requested, addressed as herein set forth until any one party shall give notice to the other two by registered or certified mail, return receipt requested, of any change of address; and which change of address, so communicated, shall thereafter be treated as the address of the party giving such notice. Notices shall be deemed delivered as of the date of return receipt. Until a change of address is communicated as herein provided, notices shall be addressed as follows:

To LESSORS:

Natasha Greenlee  
Constance Rogge  
4148 North 33rd Street  
Phoenix, Arizona 85018

To Escrow Agent:

First American Title  
Insurance Company of Arizona  
111 West Monroe  
Phoenix, Arizona 85003

To LESSEE:

L.W.D. Exploration & Mining Corp.  
c/o Lester Cox  
R. R. 1  
Box 739  
Miami, Arizona 85539

Copy to:

George M. Hill  
HILL & SAVOY  
34 West Monroe, Suite 512  
Phoenix, Arizona 85003

Section 15. This Mineral Lease and Option and all rights of LESSEE hereunder may be assigned by LESSEE to any financially responsible party, and such assignee shall succeed to all of the rights and obligations of LESSEE hereunder as if originally named herein. The term "LESSEE", whenever used herein, shall include any such assignee. The Property may be leased by LESSEE to any party, and LESSOR hereby consents to such leasing, provided that LESSEE shall continue to remain liable for all obligations hereunder.

The rights of the LESSORS under this Mineral Lease and Option may be assigned by LESSORS only with the prior written consent of LESSEE, which consent shall not be unreasonably withheld, and any purported assignment without the consent of LESSEE shall be void.

Section 16. If and in the event LESSEE locates any additional claims that are contiguous to the hereinabove-described claims, then, in the event of the termination of this agreement other than by the complete and full payment of the \$1,000,000.00 purchase price, LESSEE shall at the termination of this Mineral Lease and Option convey by Quit-Claim Deed any and all adjoining claims LESSEE may have located and, subject to the rules and statutes of the State of Arizona, shall assign to the LESSORS any State Lease ground or property on which LESSEE may have obtained a lease in conjunction with the development or operation of the hereinabove-described mining claims.

It is further understood and agreed by LESSORS and LESSEE that any additional mineral claims located or otherwise acquired by any of the parties, their agents or servants within a 3-mile radius of the perimeter of the Property as it currently exists shall be included in and form a part of the Property optioned herein.

Section 17. This Mineral Lease and Option shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Mineral Lease

and Option as of the day and year first hereinabove written.

Natasha Greenlee  
Natasha Greenlee

Constance Rogge  
Constance Rogge

Rosalind Anne Dandrea  
Rosalind Anne Dandrea

Jesslyn Susan Mergen  
Jesslyn Susan Mergen  
LESSORS

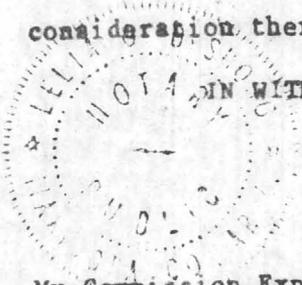
L.W.D. EXPLORATION & MINING CORP.

Lester Cox  
Lester Cox  
LESSEE

STATE OF ARIZONA )  
                          ) ss.  
County of Maricopa )

On this the 8th day of Sept., 1982, before me, the undersigned Notary Public, personally appeared NATASHA GREENLEE and CONSTANCE ROGEE, known to me to be the persons whose names are subscribed to the foregoing Mineral Lease and Option, and acknowledged that they executed the same for the purposes and consideration therein expressed.

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



L. L. DeLong  
Notary Public

My Commission Expires:

My Commission Expires Aug. 7, 1986

## EXHIBIT A

Those certain mining claims located in the Globe Mining District, Gila County, Arizona, the book and page recording references and the BLM serial numbers are as follows:

<u>Name</u>		<u>Docket</u>	<u>Page</u>	<u>BLM Numbers</u>
Lydia 1	Amended Claim Located	181	469	26544
Lydia 2	Amended Claim Located	181	470	26545
Lydia 3	Amended Claim Located	181	471	26546
Lydia 4	Amended Claim Located	181	472	26547
Lydia 5	Amended Claim Located	181	473	26548
Lydia 6	Amended Claim Located	181	474	26549
Lydia 7	Amended Claim Located	181	475	26550
Lydia 8	Amended Claim Located	181	476	26551
Lydia 9	Amended Claim Located	181	477	26552
Lydia 10	Amended Claim Located	181	478	26553
Lydia 11	Amended Claim Located	181	479	26554
Lydia 12	Amended Claim Located	181	480	26555
Lydia 13	Amended Claim Located	181	481	26556
Lydia 14	Amended Claim Located	181	482	26557
Lydia 15	Amended Claim Located	181	483	26558
Jessica No. 10		181	468	26559
Asher No. 1		297	613	26560
Asher No. 2		303	806	26561

#1300  
4:20  
C

491814

STATE OF ARIZONA, County of Gila, ss;

I do hereby certify that the within instrument was filed and recorded at request of Lester Cox

Date Feb. 2, 1983 Time 4:20 P. M., Docket 579 Official Records Page s 709 - 721

Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

Lester Cox  
Rt 1, Box 739  
Miami Az 85539  
473-3021INDEXED  
MICROFILMED  
PAGED

MARY V. DE PAOLI, County Recorder

By Eva E. Rogers Deputy.

COMPARED

#500  
1250  
C

494399

DOCKET 585 PAGE 100

STATE OF ARIZONA, County of Gila, ss;  
I do hereby certify that the within instrument was filed and recorded at request of Lester Cox

Date Apr. 29, 1983 Time 12:50 P. M., Docket 585 Official Records Page s 100-104  
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

m. Cox  
473-3021

INDEXED MARY V. DE PAOLI, County Recorder  
MICROFILMED By Felia L. Campos Deputy.  
PAGED COMPARED

ADDENDUM TO MINTERAL LEASE AND  
OPTION OF AUGUST 1, 1982

DATE: April 6, 1983, 1983;

LESSORS: NATASHA GREENLEE, as to an undivided 56 per cent;  
CONSTANCE ROGGE, as to an undivided 22 per cent;  
ROSALIND ANNE DANDREA, as to an undivided 11 per cent;  
JESSLYN SUSAN MERGEN, as to an undivided 11 per cent;

LESSEE: L.W.D. EXPLORATION & MINING CORP., an Arizona corporation

WHEREAS the parties entered into a Mineral Lease and Option dated August 1, 1982; and

WHEREAS the parties are desirous of amending Sections 3 and 4 of said agreement by this Addendum;

NOW, THEREFORE, it is hereby covenanted and agreed that Section 3 of the said agreement be, and the same is hereby, by this addendum, amended to provide as follows:

Section 3 LESSEE agrees to pay a total purchase price of \$1,000,000.00 to LESSORS based on the following payment schedule:

DATE	AMOUNT
August 1, 1983	\$20,000.00
February 1, 1984	\$15,000.00
August 1, 1984	\$15,000.00
August 1, 1985	\$50,000.00
August 1, 1986	\$100,000.00
August 1, 1987	\$150,000.00
August 1, 1988	\$150,000.00
August 1, 1989	\$150,000.00 and every August 1st

thereafter until a total of \$1,000,000.00 shall have been paid.

The above payments are minimum payments. Whenever any minerals are extracted and sold from the property, a royalty of seven per cent (7%) of cash received by the LESSEE shall be paid by the LESSEE not later than the 15th day of the month following the month in which the mineral sale proceeds are received.



Section 7. Upon breach by LESSEE of any of LESSEE'S obligation hereunder, LESSORS shall notify LESSEE thereof in writing, setting forth the breach complained of; and if LESSEE is thus in default as claimed by LESSORS in such notice and LESSEE does not initiate and diligently pursue steps to correct such default within thirty (30) days from date of the notice and, in fact, correct such default within ninety (90) days, LESSOR may terminate this Mineral Lease and Option at any time during the continuance of such default and after the expiration of time herein provided by giving notice to LESSEE of such election to terminate. Upon termination of this Mineral Lease and Option pursuant to this Section 7, LESSEE shall surrender possession of the Property to LESSOR, and thereafter neither party hereto shall have any further liability or obligation to the other (including, without limitation thereto, except any liability of LESSEE to pay royalties required by the provisions of Section 3 hereof) except for LESSEE'S obligation to perform annual labor for the assessment year during which the termination is effective if such termination is effective less than three (3) months prior to the end of that assessment year, as provided in Section 5 hereof, LESSEE'S obligation to pay LESSEE'S apportioned share of ad valorem taxes for the calendar year in which the Mineral Lease and Option is terminated, as provided in Section 12 hereof, and any other obligations under said Section 12 which may have then accrued, and LESSEE'S obligation to pay any royalties then owed to LESSORS. Upon breach by LESSEE of any of LESSEE'S obligations hereunder, LESSORS may terminate this Mineral Lease and Option as herein provided; or, at LESSORS' election, LESSORS may take such action as is appropriate to specifically enforce the provisions hereof.

Section 8. LESSORS and LESSEE agree that, at the time there has been paid by LESSEE to LESSORS the first \$50,000.00, the LESSORS shall cause to be deposited in escrow at FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, in Phoenix, Arizona, a good and sufficient deed conveying the unpatented mining claims to LESSEE and warranting the title to the said claims, except as against the rights and interest of the United States and executing Escrow Instructions in accordance with the terms and conditions of this agreement, so that on the consummation of the payment

The parties acknowledge that the reference to Section 4 in line 13 of Section 7 has been amended by changing the reference from Section 4 to Section 3 and the above section reference has been corrected on this page which is a substituted and initialed page.

L.W.D. Exploration & Mining Corp.

By L.R.C.

W.A.H. J.M.  
C.E.R.

THIS PAGE WILL NOT  
BE RECORDED SATISFACTORILY

SECOND ADDENDUM TO MINERAL LEASE  
AND OPTION OF AUGUST 1, 1982

DATE: August 3, 1983.

LESSORS: NATASHA GREENLEE, as to an undivided 56 per cent;  
CONSTANCE ROGGE, as to an undivided 22 per cent;  
ROSALIND ANNE DANDREA, as to an undivided 11 per cent;  
JESSLYN SUSAN MERCEN, as to an undivided 11 per cent.

LESSEE: L.W.D. EXPLORATION & MINING CORP., an Arizona corporation.

WHEREAS on April 6, 1983 an Addendum to Mineral Lease and Option of August 1, 1982 was entered into and executed by the parties; and

WHEREAS Section 3 of the said Mineral Lease and Option was then and there amended to provide for a total purchase price of \$1,000,000.00, with scheduled payments commencing August 1, 1983 and ending August 1, 1989, and further amending the royalty provisions of the said lease to a seven per cent (7%) gross royalty, with a \$1,000,000.00 total purchase price; and

WHEREAS the parties are desirous of amending the said Section 3 of said Mineral Lease and Option as amended by the First Addendum of April 6, 1983;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto that Section 3 of the said Mineral Lease and Option of August 1, 1982 as amended by the said First Addendum of April 6, 1983 be and is hereby amended to read as follows:

Section 3 The total purchase price is the sum of \$1,000,000.00, to be paid from the seven per cent (7%) gross royalties on all of the production from the claims described in this Lease; and if, commencing with the seventh month following the date of this Second Addendum and each month thereafter, the Lessee does not cause fifty (50) man shifts of work to be performed on the said claims, either in production or improvements thereon, then the Lessors shall have a right to terminate this Lease for default as provided in Section 7 hereof. If and in the event the fifty (50) man shifts

cannot be performed because of any Act of God or unusual weather, then the Lessee covenants and agrees to increase the shifts performed in the succeeding two (2) months so that over the three-month period the man shifts employed on the leased premises will average fifty (50) man shifts per month.

The Lessee, at the request of the Lessors, shall cause the payroll records evidencing the performance of man shifts on the said claims to be delivered to the Lessors, and the Lessors shall have the right to audit any such records for the purpose of establishing a default and forfeiture of this Lease.

EXCEPT AS HEREIN MODIFIED, all other provisions of the said Mineral Lease and Option of August 1, 1982 and the First Addendum thereto dated April 6, 1983 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Second Addendum to Mineral Lease and Option of August 1, 1982 as of the day and year first hereinabove written.

Natasha Greenlee  
Natasha Greenlee

Constance Rogge  
Constance Rogge

Rosalind Anne Dandrea  
9-11-4-517

Jesslyn Susan Mergen

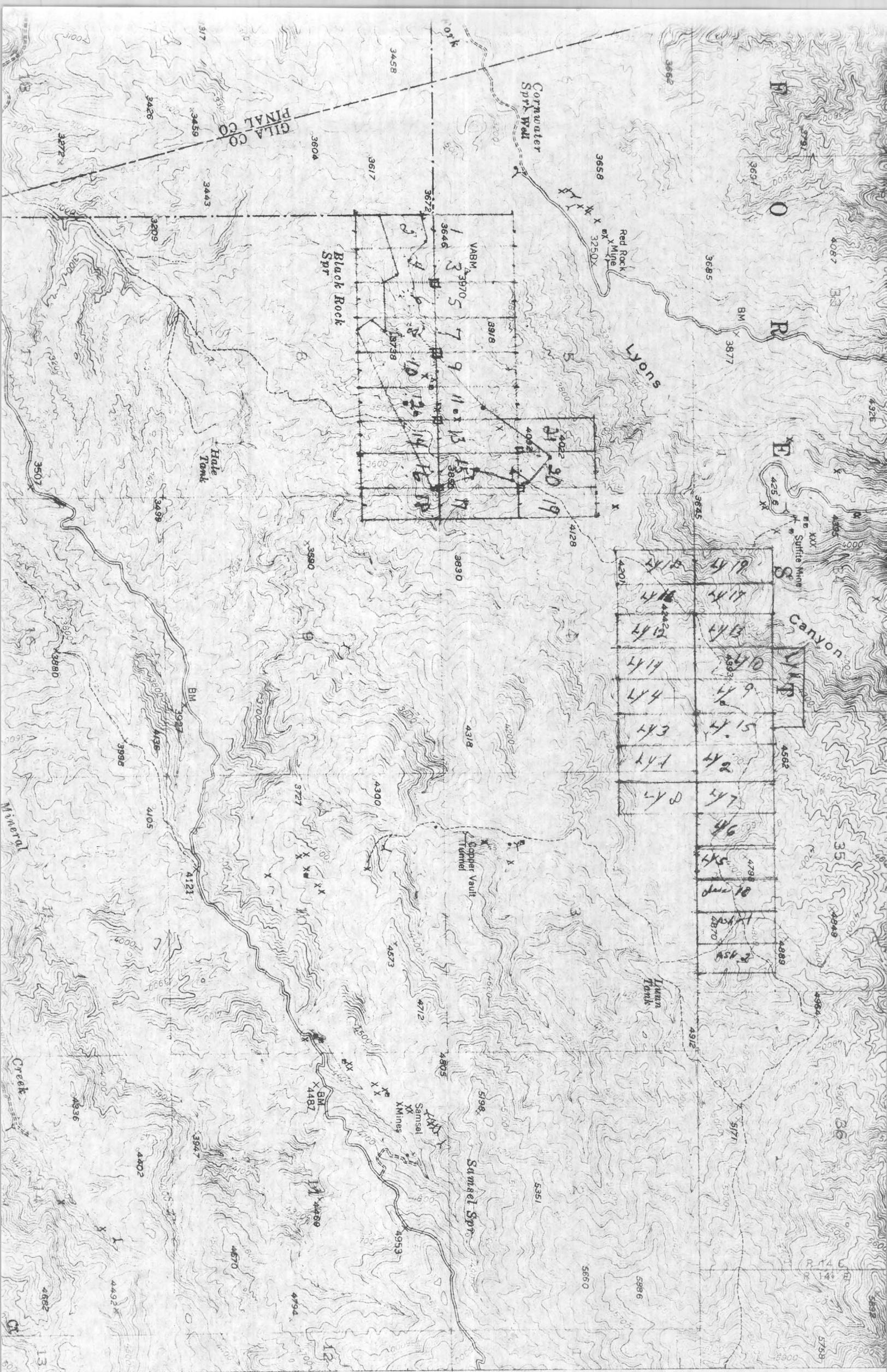
LESSORS

L.W.D. EXPLORATION & MINING CORP.

By Lester Cox  
Lester Cox

LESSEE





830000 FEET  
(CENTRAL)

17'30"

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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4416	4418	4419	4417	4414	4413	4410	4409	4415	4412	4408	4411	4407	4406	4405	4404	4403	4402	4401
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