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Arizona Geological Survey
3550 N. Central Ave, 2nd floor
Phoenix, AZ, 85012
602-771-1601
<http://www.azgs.az.gov>
inquiries@azgs.az.gov

The following file is part of the Walter E. Heinrichs, Jr. Mining Collection

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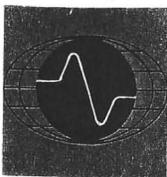
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QUALITY STATEMENT

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AIRMAIL - SPECIAL DELIVERY - REGISTERED

HEINRICHS GEOEXPLORATION COMPANY

806 WEST GRANT ROAD, TUCSON, ARIZONA 85703. P.O. BOX 5964. PHONE: (602) 623-0578

January 7, 1971

Honorable Judge Edward J. Ryan
234 U. S. Courthouse, Room 236
United States District Court
Southern District of New York
Foley Square
New York, N. Y. 10007

Re: Leisure Planning Corporation
Bankrupt - Lewisohn Property
Appraisal

Dear Judge Ryan:

Present market value appraisal of the Lewisohn Copper Corporation property and their contract with Banner Mining Company is based on a number of highly complex interrelated and some unrelated factors. Most of the factors are time variable and contingent primarily on state of the domestic and foreign copper market and labor and economic conditions especially as tied to the Anaconda Company. Also involved are certain local and national economic and ecological factors particularly associated with mineral resources production, established National Forest lands, water resources production, ranching, recreational lands and plain real estate promotion and development for potential home sites.

Highest beneficial social use, for the time being, is for the extremely scarce copper reserves contained in the property. These are apparently considerable, but the true potential value is only really quantitatively available presently to Anaconda and Banner. At least two definite, but not completely evaluated ore bodies or deposits are identified. Both have been subject to considerable preliminary drilling and some preliminary ore reserve estimating. At least one deposit is considered potentially of major size and to possess early, if not almost immediate, potential production feasibility characteristics. The other deposit could be produced now, but is at least partly awaiting results of current extraction and beneficiation metallurgical research toward improved costs and efficiency. Lewisohn Copper Corporation property is likely critical to Anaconda for the feasible development and production of both deposits. This is because of the intimate relationship of both ore bodies to the Lewisohn Copper Corporation claims. See attached composite claim map of Helvetia Camp and vicinity.

Thus, under present and foreseeable circumstances, the property is worth the most, first to Anaconda and second to Banner Mining Company. With present knowledge and information gained by Banner and Anaconda in their exploration of the property since 1961, but without the present Lewisohn-Banner agreement, bids today for the exclusive and complete ownership of the Lewisohn mineral rights could exceed the approximately two million dollar Banner consideration by several times. Consistent with the present serious intent indicated by Anaconda, the ultimate estimated gross value of production from the property should roughly approach \$100,000,000 at a minimum and it could easily exceed \$500,000,000, especially at the high price of copper in recent years. This represents deposits which would have a minimum estimated production life of over fifteen years, plus an estimated minimum of three to five years from now before production could start.

Lease royalties today to perpetual owners, commonly average about five percent of the gross. Thus the mineral value of the property alone is roughly, at least \$1,000,000 and perhaps more than \$5,000,000. Moreover, the present patented land value alone could roughly approach \$1,000,000, especially if one includes the unpatented land, much of which would likely become mostly patented before mining began and would be mostly reclaimable after mining. Short of a more extended analysis, my preliminary total appraisal is therefore \$2,000,000. This is considered a rough minimum figure. A rough maximum estimate at this time could approach \$10,000,000.

We calculate \$624,523.20 to have been paid on the contract to date, leaving a remainder of \$1,566,976.80 payable by 1 March 1986. There is little doubt if all related matters stood solely as they were at the time the agreement was made, that all amounts would have been paid as originally scheduled. This is excepting of course such unlikely contingencies as compensating time and interest factors re-negotiable upon agreement by both parties either way; that is, to accelerate or slow down the stipulated rates set forth in the agreement. There is at this time practically no foreseeable risk that Banner-Anaconda would otherwise drop or jeopardize the agreement, and the associated option for them to ultimately acquire the related mineral rights.

The agreement has about fifteen years remaining life. If invested today, an amount of about \$700,000 should yield an accumulated principle of approximately \$1,500,000.00 in fifteen years at an average assumed simple interest rate of eight percent per year. On that basis, an arbitrary discounted "paper" value of the contract now is approximately \$700,000.00. Depending on the present value of capital money and many other hard to quantify factors unique to a particular buyer and seller, variation from this \$700,000.00 assumed "base" figure could be substantial. To Anaconda and Banner \$700,000 if paid now, represents a discount of about fifty-three percent over the remaining life of the contract and they might bid more than \$700,000 if given enough notice. Much would depend on their present available

January 7, 1971

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Please phone right away if there are questions so that I can get my response into the final or supplemental report to this letter which will follow shortly.

Respectfully submitted,


Walter E. Heinrichs, Jr.
P. E. Colo. # 862 & Ar.
Certified Professional



WEN:jh

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1. 6 August 1970 Tucson Arizona News Clip
2. 3 January 1971 Arizona Daily Star News Clip
3. Helvetia - GEOEX Composite Claim Map.
4. 7 January 1971 Arizona Daily Star News Clip
5. Extra cc of letter.

cc: Law Offices, William J. Henry
40 Exchange Place
New York, N. Y. 10005
Attn: M. F. Brecker

APPRAISAL REPORT
LEWISOHN COPPER CORPORATION MINING CLAIMS
PIMA COUNTY, ARIZONA

This appraisal was made on order No. 70 B 554 dated 18 December 1970 by Honorable Edward J. Ryan, Referee in Bankruptcy, United States District Court, Southern District of New York in the matter of Leisure Planning Corporation Bankrupt. Arrangements for the appraisal were made by Mr. Kevin McInerny, Attorney at Law, Suite 1902, 110 West "C" Street, San Diego, California 92101 and were transmitted via Mr. Martin F. Brecker of Law Offices of William J. Henry, Attorneys for the Trustee Samuel Masia, Esq.

The appraiser is a graduate geological engineer and has been familiar with the property in question for approximately twenty years. The precise identity of the property for appraisal purposes was confirmed by correlating the claims listed in the agreement between Banner Mining Company and Lewisohn Copper Corporation with certain geological and topographic maps of the area. This agreement was entered into on the first day of April 1961. Since that time, Banner Mining Company did preliminary exploration work in the vicinity of the patented Peach Claim in the north western portion of the claims area. Here, according to a private report to Banner by the late Harrison A. Schmidt, they have drilled out some 35 million tons of material running approximately four tenths of one percent copper, mostly in the oxidized mineral form.

More recently, the Anaconda Company acquired certain rights to all of Banner's interests residing in Pima County, Arizona. In connection with this arrangement, Anaconda has subsequently explored other portions of the property. Reportedly, this work includes some twenty drill holes concentrated in the vicinity of the southern portion of the claim group. Apparently this deposit runs somewhat higher in sulfide mineralization and is considered of preferential interest to Anaconda for the present. This does not mean that both of the deposits will not be eventually produced or that other deposits will not be discovered later. Much of the rest of the ground is quite well mineralized and not too thoroughly explored even though there has been some notable past production of the smaller, higher grade type deposits. The relative cost of labor today makes this type of deposit less attractive than the larger lower grade deposits, but commonly the two are quite intimately associated.

With this background, a preliminary letter dated 7 January 1971 was submitted to Judge Ryan, with a carbon copy to Mr. Martin Brecker. In order to best follow this letter, several illustrations have been prepared. Together with a machine copy of the letter, these are attached herewith as follows:

1. Index map of Arizona showing general location of Helvetia Camp and vicinity.

2. Topographic map of Helvetia Camp and vicinity dated January 1971 and showing approximate location of the two indicated ore bodies.

3. Machine copy of 6 August 1970 news clipping taken from the Tucson Daily Citizen; This news clipping shows the approximate position of one of the ore bodies with respect to the claims labeled as Anaconda holdings, the boundary of the Coronado National Forest and the area of GAC's (Gulf American Corporation) proposed Empire-Sonoita housing development area. This clipping also describes another one of Anaconda's operations called Twin Buttes, which is a major producing copper mine approximately fifteen miles to the west.

4. A composite map showing the Lewisohn Claims and others, in somewhat greater detail, together with the two indicated ore bodies.

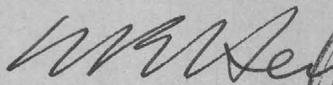
5. News clipping of 3 January 1971 taken from the Arizona Daily Star. This includes a picture taken from the east, looking toward the west across the crest of the Santa Rita Mountains. This shows only the southern most of the two indicated ore bodies associated with the Lewisohn Claims. It can be keyed to Items 2, 3 and 4 above by referring to the "X" in each case.

6. 7 January 1971 clipping from the Arizona Daily Star and is only of indirect reference as it may bear on the importance of domestic reserves to Anaconda.

7 and 8 respectively are machine copies of notice as advertised in the two local papers on 28 December 1970.

9 and 10 accompany only the original copy of this report and are the 1969 Annual Reports of the Banner Mining Company and The Anaconda Company respectively.

Respectfully submitted,



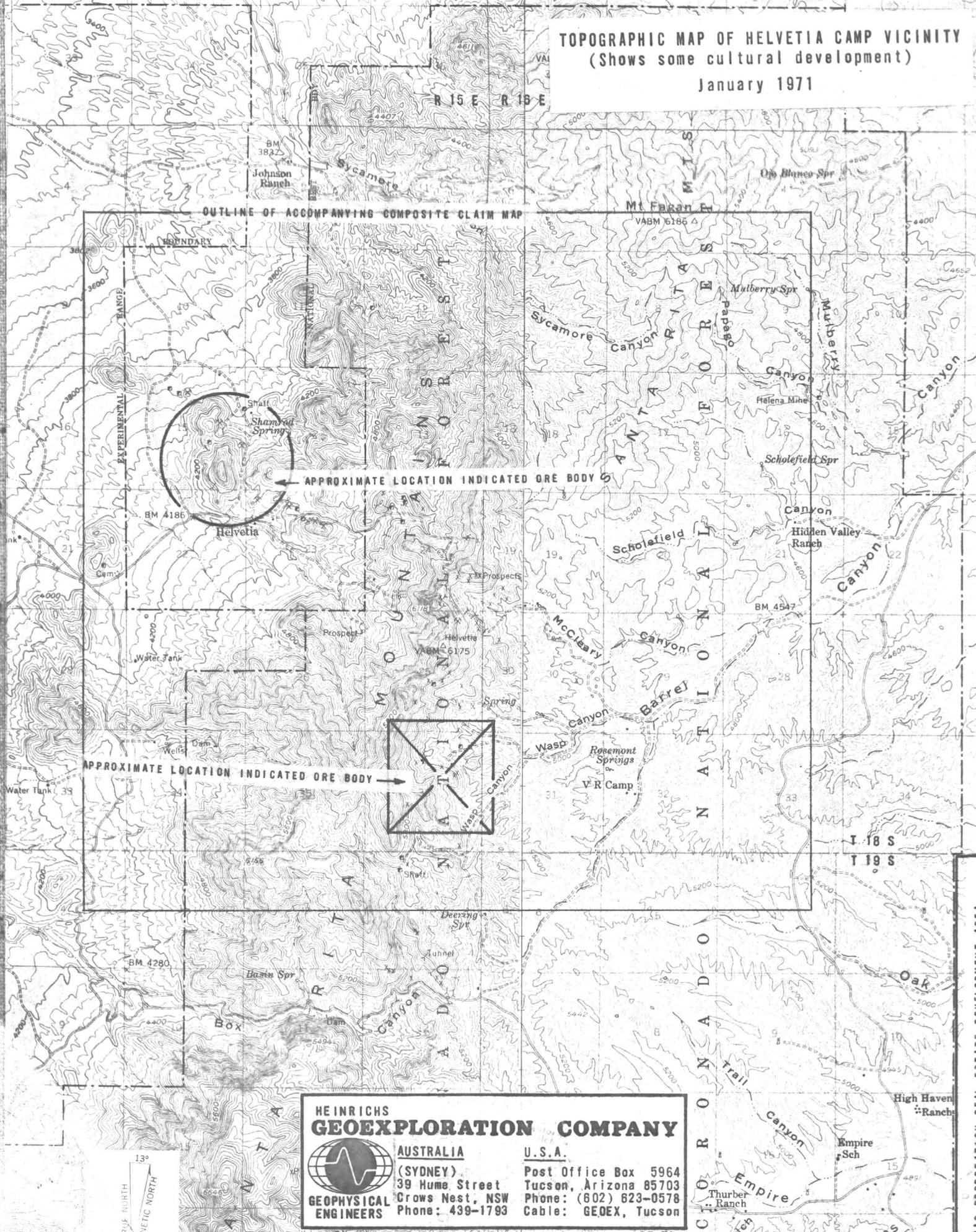
Walter E. Heinrich, Jr.
Professional Engineer, Arizona
Certified Professional Geologist



12 January 1971
P. O. Box 5964
Tucson, Arizona

TOPOGRAPHIC MAP OF HELVETIA CAMP VICINITY
(Shows some cultural development)

January 1971



HEINRICHS GEOEXPLORATION COMPANY

| | | |
|---|---|--|
|  <p>GEOPHYSICAL ENGINEERS</p> | <p>AUSTRALIA (SYDNEY) 39 Hume Street Crows Nest, NSW Phone: 439-1793</p> | <p>U.S.A. Post Office Box 5964 Tucson, Arizona 85703 Phone: (602) 623-0578 Cable: GEDEX, Tucson</p> |
|---|---|--|



APPROXIMATE MEAN
DECLINATION, 1958

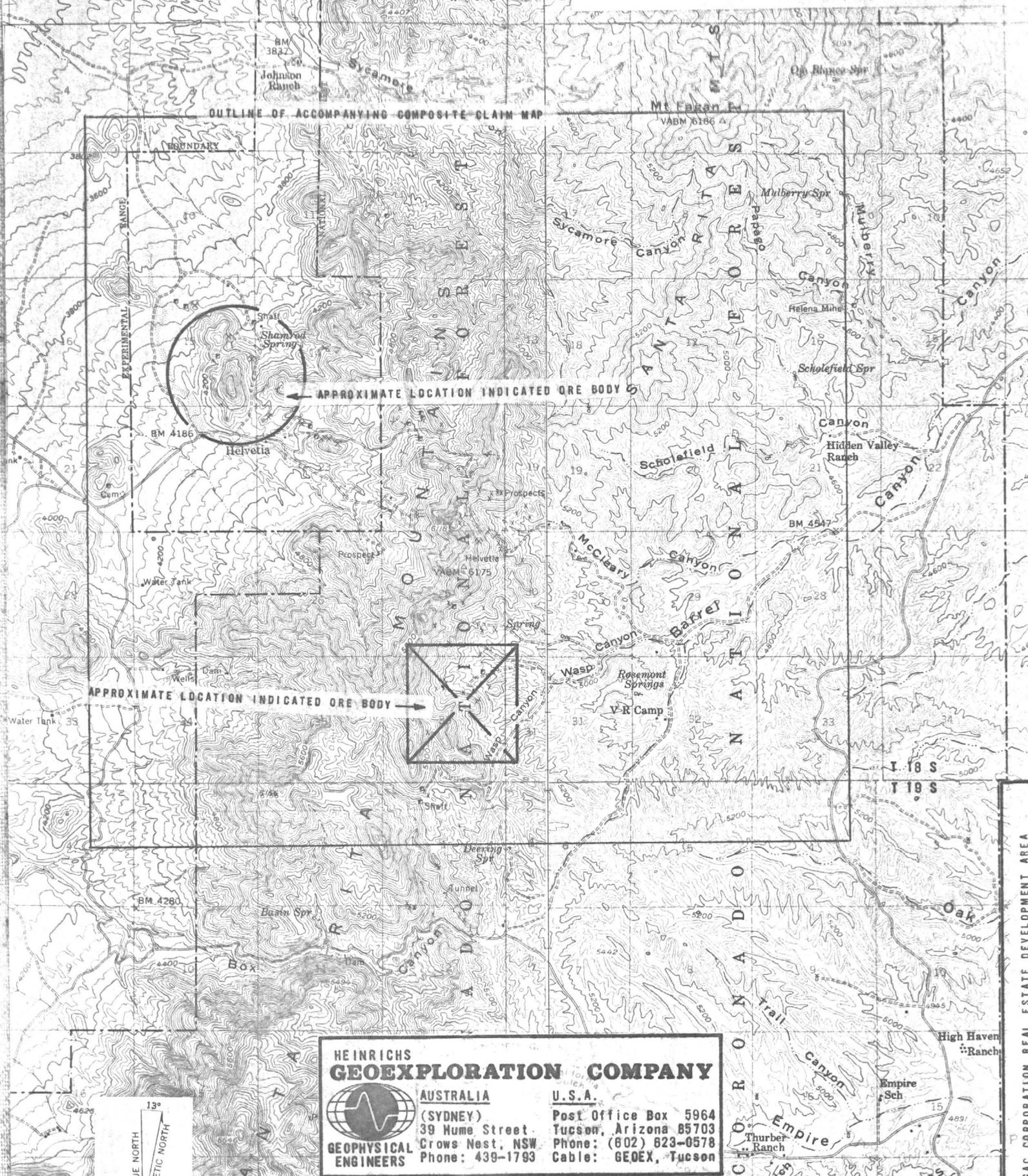
SCALE 1:62500

4 MILES

GAC CORPORATION REAL ESTATE DEVELOPMENT AREA

TOPOGRAPHIC MAP OF HELVETIA CAMP VICINITY
(Shows some cultural development)

January 1971



OUTLINE OF ACCOMPANYING COMPOSITE CLAIM MAP

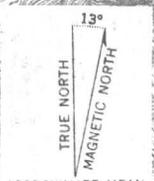
APPROXIMATE LOCATION INDICATED ORE BODY

APPROXIMATE LOCATION INDICATED ORE BODY

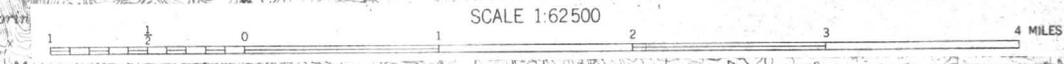
**HEINRICHS
GEOEXPLORATION COMPANY**

AUSTRALIA
(SYDNEY)
39 Hume Street
Crows Nest, NSW
Phone: 439-1793

U.S.A.
Post Office Box 5964
Tucson, Arizona 85703
Phone: (602) 823-0578
Cable: GEOEX, Tucson



APPROXIMATE MEAN DECLINATION, 1958



GAC CORPORATION REAL ESTATE DEVELOPMENT AREA

THE ARIZONA DAILY STAR

TUCSON, THURSDAY, JANUARY 7, 1971

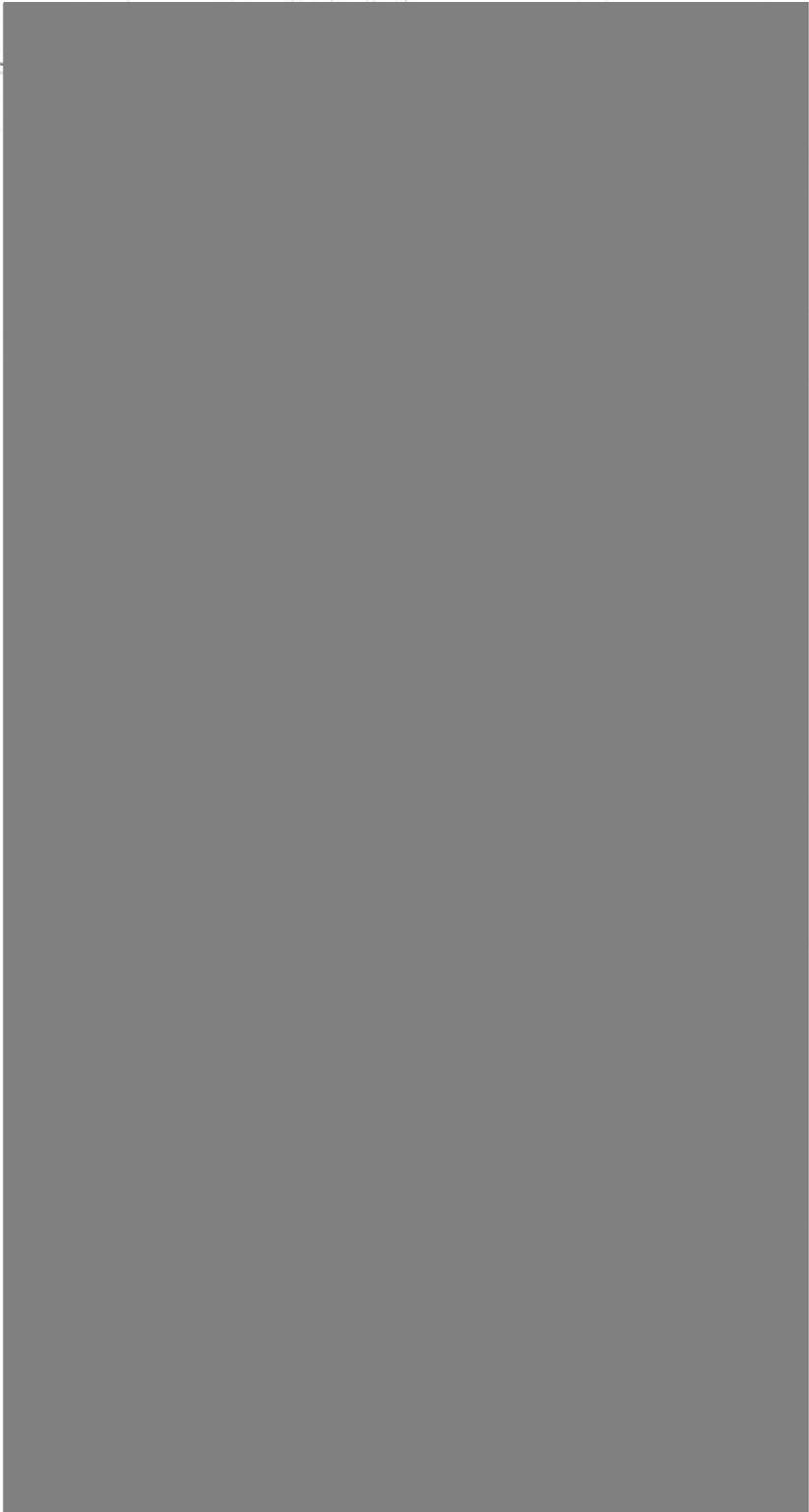
HEINRICHS GEOEXPLORATION CO.



Phone: (Area 602) 623-0578

(Cable: GEOEX)

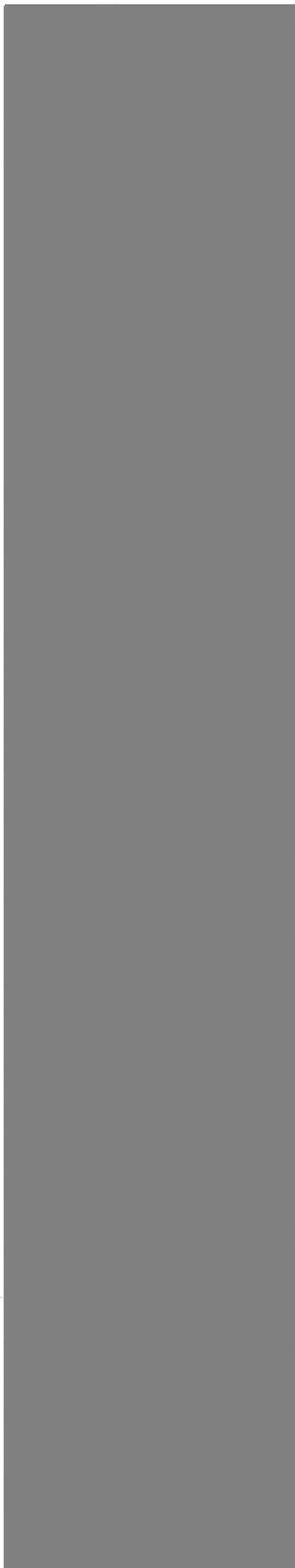
BOX 5964 • TUCSON, ARIZONA 85703



TUCSON DAILY CITIZEN

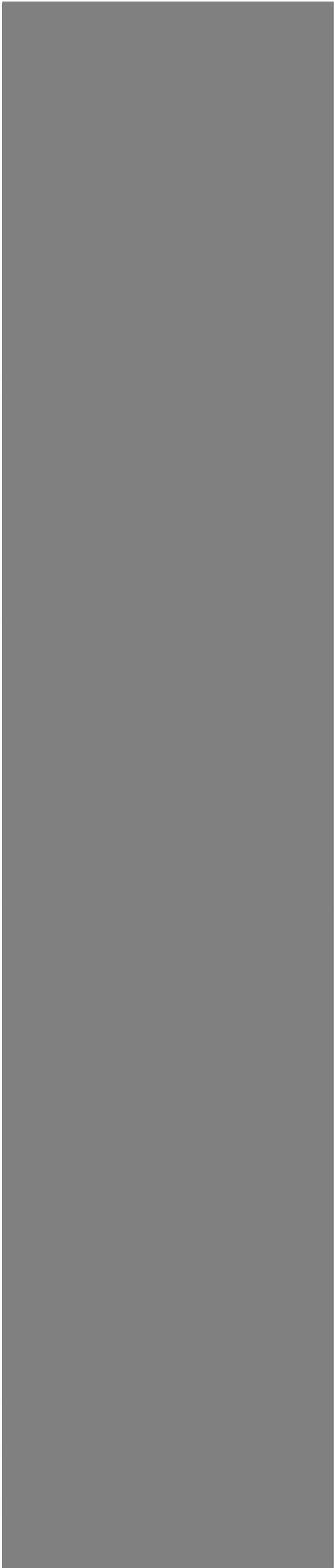
December 28, 1970





ARIZONA DAILY STAR

December 28, 1970



ARIZONA DAILY STAR

December 28, 1970

Distribution as follows:

Honorable Judge Edward J. Ryan
234 U. S. Courthouse, Room 236
United States District Court
Southern District of New York
Foley Square
New York, N. Y. 10007 Original and one copy

Law Offices, William J. Henry
40 Exchange Place
New York, N. Y. 10005
Attn: Mr. Martin F. Brecker One copy

Heinrichs GEOExploration Co.
P. O. Box 5964
Tucson, Arizona 85703 Two copies

THE ARIZONA DAILY STAR

TUCSON, THURSDAY, JANUARY 7, 1971

HEINRICHS GEOEXPLORATION CO.



Phone: (Area 602) 623-0578

(Cable: GEOEX)

BOX 5964 • TUCSON, ARIZONA 85703

AIRMAIL - SPECIAL DELIVERY - REGISTERED

January 7, 1971

Honorable Judge Edward J. Ryan
234 U. S. Courthouse, Room 236
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Re: Leisure Planning Corporation
Bankrupt - Lewisohn Property
Appraisal

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Present market value appraisal of the Lewisohn Copper Corporation property and their contract with Banner Mining Company is based on a number of highly complex interrelated and some unrelated factors. Most of the factors are time variable and contingent primarily on state of the domestic and foreign copper market and labor and economic conditions especially as tied to the Anaconda Company. Also involved are certain local and national economic and ecological factors particularly associated with mineral resources production, established National Forest lands, water resources production, ranching, recreational lands and plain real estate promotion and development for potential home sites.

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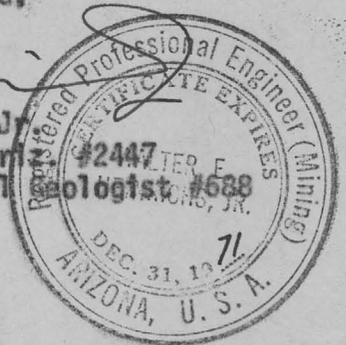
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P. E. Colo. # 862 & Ariz.
Certified Professional Geologist #638

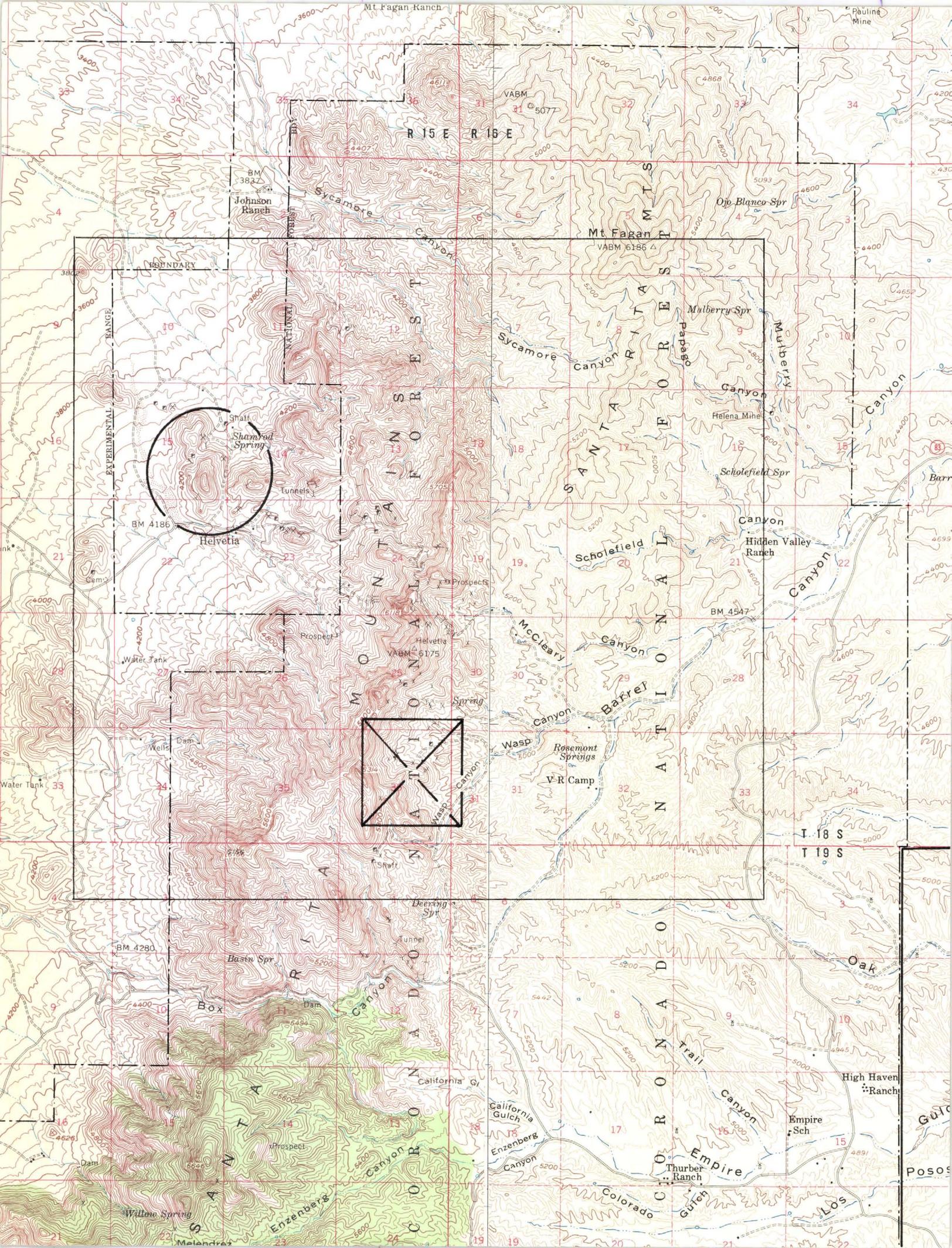


WEH:jh

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cc: Law Offices, William J. Henry
40 Exchange Place
New York, N. Y. 10005
Attn: M. F. Brecker



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INTERNATIONAL
GEOEX
Cable: GEOEX



REC'D APR 1 1971 REC'D

BOX 5964 TUCSON, ARIZONA 85703

Phone: (AREA 602) 623-0578

264-6495

EDWARD J. RYAN
REFEREE IN BANKRUPTCY
UNITED STATES COURTHOUSE
FOLEY SQUARE
NEW YORK, N. Y. 10007

March 30, 1971

Job #596

Mr. Walter E. Heinrichs, Jr.
President
Heinrichs GEOEXploration Company
806 West Grant Road
Tucson, Arizona 85703

Re: Leisure Planning Corporation
In Bankruptcy No. 70 B 554

Dear Mr. Heinrichs:

Thank you for your letter dated March 26, 1971, with respect to your application for the allowance of compensation for services rendered in appraising assets in the captioned matter.

It had not been brought to my attention that this application had been filed. We will immediately arrange to have a hearing on notice to the creditors of the estate to consider your request for compensation.

I am deeply grateful for the services which you had rendered in the administration of this estate. They were indispensable in evaluating the offer which had been made.

Very truly yours,

Edward J. Ryan
EDWARD J. RYAN
Referee in Bankruptcy

EJR:eej

CC: Kevin J. McInerney, Esq.
110 West "C" Street
Suite 1902
San Diego, California 92101



AIRMAIL - SPECIAL DELIVERY - REGISTERED

HEINRICHS GEOEXPLORATION COMPANY

806 WEST GRANT ROAD, TUCSON, ARIZONA 85703. P.O. BOX 5964. PHONE: (602) 623-0578

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Honorable Judge Edward J. Ryan

- 3 -

January 7, 1971

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P. E. Colo. # 862 & Ariz.
Certified Professional



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LEWISOHN COPPER CORPORATION MINING CLAIMS
HELVETIA MINING DISTRICT
PIMA COUNTY, ARIZONA

Order No. 70 B 554
United States District Court
Southern District of New York

LEISURE PLANNING CORPORATION BANKRUPT

Judge Edward J. Ryan, Referee

January 1971

by

Walter E. Heinrichs, Jr., C.P.G. # 688

GENERAL LOCATION
of
HELVETIA CAMP AND VICINITY

ARIZONA



HEINRICHS
GEOEXPLORATION COMPANY



GEOPHYSICAL ENGINEERS

| | |
|------------------|-----------------------|
| <u>AUSTRALIA</u> | <u>U.S.A.</u> |
| (SYDNEY) | Post Office Box 5964 |
| 39 Hume Street | Tucson, Arizona 85703 |
| Crows Nest, NSW | Phone: (602) 623-0578 |
| Phone: 439-1793 | Cable: GEDEX, Tucson |

GENERAL LOCATION
of
HELVETIA CAMP AND VICINITY

ARIZONA



| | |
|--|---|
| HEINRICHS GEOEXPLORATION COMPANY | |
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| GEOPHYSICAL ENGINEERS | |
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Anaconda's Helvetia Pit May Match Twin Buttes Operation

By RICHARD E. WILBUR
Citizen Business Editor

An open pit copper mine planned by the Anaconda Co. on 6,000 acres in the Helvetia area may be as big an operation as the company's Twin Buttes Mine near here.

"Indications are that this ore body will be mined by open pit methods of a magnitude comparable to the mines presently being operated by Anaconda and other companies south of Tucson," the company said.

Robert D. Lynn, manager of Anaconda's interests in Pima County, estimated "the potential pit area" east of Helvetia will be about three miles from the proposed Empire-Sonita residential development of GAC Properties Inc.

Anaconda recently told the Pima County Planning & Zoning Commission its intentions of mining an ore body about 40 miles southeast of Tucson in the Helvetia Mining District in the Santa Rita Mountains.

The company said it doesn't know when this will start.

Whenever Anaconda undertakes mining in the Helvetia area, said Lynn today "our objective will be to establish a viable mining operation which will create the least disturbance to the ecological features of the area."

The company's Twin Buttes Mine, which started operating last November about 25 miles south of Tucson, is slightly more than three miles from the town of Green Valley.

Anaconda has two ore bodies in the Helvetia area, according to Lynn. One is in a valley area on the east slope of the Santa Ritas, approximately 2½ miles from State Highway 83. This is the property whose pit would be about three miles from GAC property, and whose location is indicated on the map accompanying this article.

The other copper ore mass is in the foothills of the western slope of the Santa Ritas, Lynn said. A mine there would be visible from the Santa Cruz Valley, he said.

Lynn said mining operations on the eastern ore body — "the better-looking one" for copper recovery purposes — would be "pretty well visible from" Highway 83.

What about residents in the proposed GAC area? Lynn said it's "possible" that "in the middle stages" of mining the eastern ore body, some residents might be able to see the mine, depending on the elevation of the home sites.

GAC recently advanced a plan to develop 60,000 acres of rural land where it said it envisions

up to 60,000 persons living within about 100 years from now.

Most of this land is the former Empire Ranch bought by GAC. The southern boundary of the proposed GAC development area is about eight miles north of Sonoita. Sonoita is about 13 miles south of Interstate 10.

A second hearing on GAC's request for rezoning of the area is scheduled Sept. 9 by the planning commission.

In the eastern Helvetia area, Anaconda has 2,350 acres of privately held land and mineral rights (the right to mine) on about 4,000 acres of public land administered by the U.S. Forest Service as part of the Coronado National Forest, according to Lynn.

The Anaconda official estimated mining operations on the eastern ore body "probably" would require the use of those 6,000 acres, considering land that would be needed for a mill-concentrator, for dumps of tailings (waste from the mill) and of overburden (waste removed in digging the open pit mine), and for various buildings.

To obtain surface use of the 4,000 acres of Forest Service land, there are three possible approaches for the copper company, Lynn said. He said Anaconda has chosen one that would involve land exchanges.

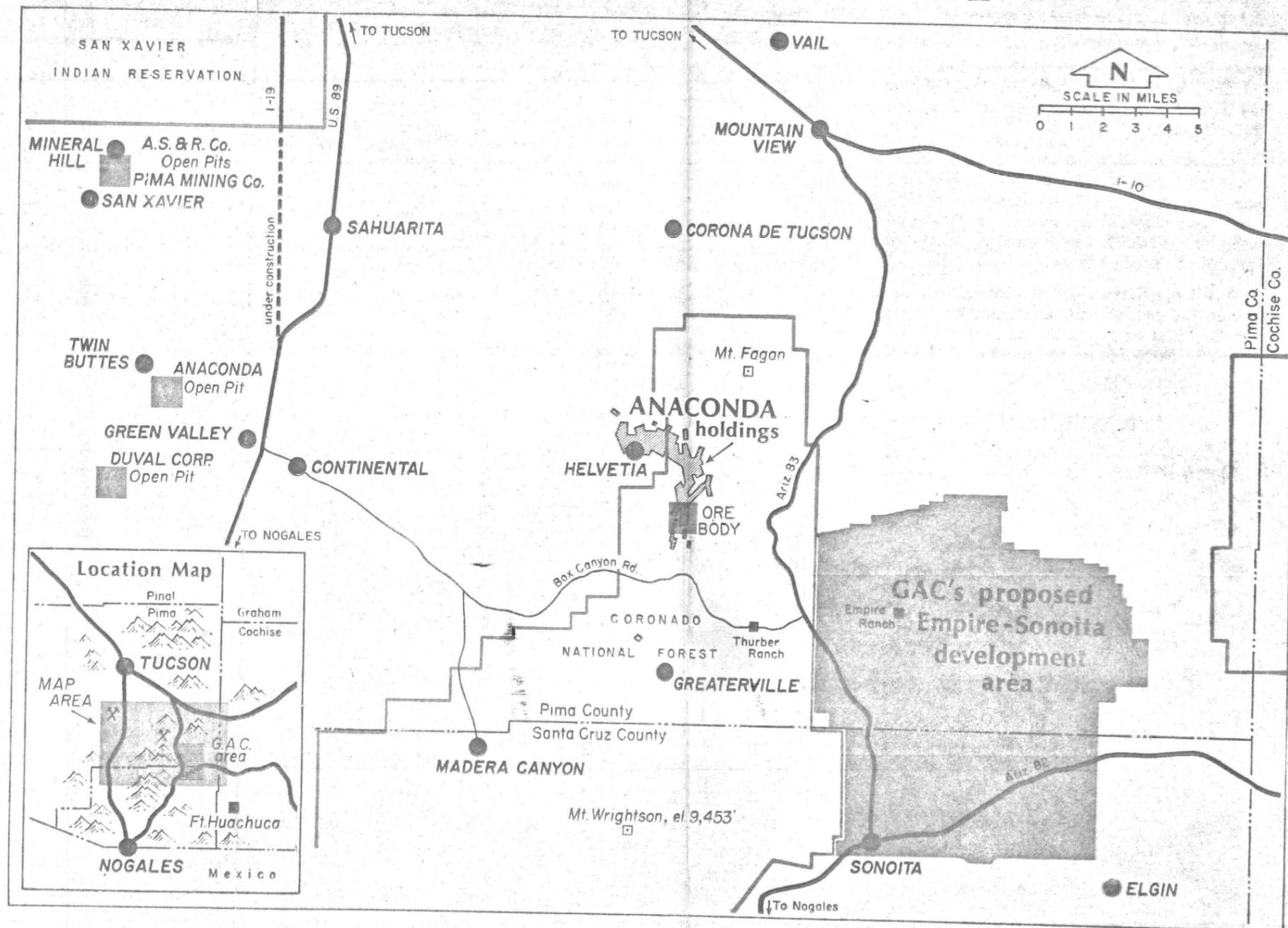
Anaconda proposes to purchase land areas more suitable for recreation or scenic purposes than exist in the 4,000-acre area concerned, and turn these areas over to the Forest Service in exchange for the 4,000 acres of Forest Service land the company would need for its eastern Helvetia mining operation, according to Lynn.

Where the copper firm would get water for its big new mine hasn't been determined yet, according to Lynn. Anaconda hasn't any firm mining plans for the ore body yet, "so we don't know where we're going to get the water," he said.

Twin Buttes required four years to develop in preparation for mining, removal of more than 200 million tons of overburden, and an investment of more than \$200 million, according to Anaconda officials.

It is processing about 24,000 to 30,000 tons of ore daily, Lynn said. The company expects the amount of actual copper metal derived from Twin Buttes ore to reach a total 80,000 tons a year.

The Twin Buttes payroll last year was \$8,230,468, the company reported. Employees totaled 1,039 at the start of this year.



Mine Sites, Planned Development

A copper mine to the west of State Highway 83 . . . a large residential development to the east. These projects, each largely in a valley area, would

be about three miles apart. The ore body and planned GAC Properties Inc. development are 35 to 45 miles southeast of Tucson.

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AUG 6 1970 Tucson Daily Citizen

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

In the Matter

IN BANKRUPTCY

-of-

No. 70 B 554

LEISURE PLANNING CORPORATION,

Bankrupt.

ORDER DIRECTING
ADVERTISEMENT OF
SALE; APPOINTING
APPRAISER; and, *providing*
FOR NOTICE TO
CREDITORS.

-----x

Upon the annexed application of SAMUEL MASIA,
Trustee, dated December 10th, 1970, by his attorney,
WILLIAM J. HENRY, and no adverse interest being represented,
it is

ORDERED, that *Walter Heinrichs* of

is appointed appraiser to forth-
with appraise, after being duly sworn, the personal property
and real property belonging to the estate of the bankrupt,
described in the application of the trustee dated December
8th, 1970, filed with this Court in support of an Order
fixing the date for a meeting of creditors by this court
dated December 9th, 1970; and to prepare and file with the
court a report of said appraisal, for which services he is
to receive the sum of not more than \$150⁰⁰ per ~~day~~, *diem to a maximum* the *of \$1500.00*
exact amount to be fixed by this court pursuant to the
Rules and Practice thereof, and it is further

ORDERED, that notice of the aforesaid hearing in
the form of notice annexed hereto, be given to the creditors
herein by mail, and it is further

ORDERED, that said notice be published in the *Daily News Record,*
the New York Times and in the Tucson Daily Star, Tucson,
Arizona, no later than the 28th day of December,
1970.

Dated: New York, N. Y.
December 18, 1970.

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Referee in Bankruptcy

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In the Matter

-of-

LEISURE PLANNING CORPORATION,

Bankrupt.
-----X

TO THE HONORABLE EDWARD J. RYAN, REFEREE IN BANKRUPTCY:

The application of SAMUEL MASIA, ESQ., Trustee
by his attorney, WILLIAM J. HENRY, respectfully represents:

1. Applicant is trustee herein, having duly qualified and acting.
2. Heretofore and on the 9th day of December, 1970, this court made an order fixing a meeting of creditors to be held on the 8th day of January, 1971, at 10:00 A.M., to consider an offer of Nuclear Dynamics, Inc., to purchase certain real and personal property of the bankrupt, known as the Banner Mining Contract and certain mining claims described therein for a purchase price of \$200,000.00. This personal and real property is more particularly described in the application for said order of the trustee dated December 9, 1970 and the exhibits attached thereto.
3. The bankrupt acquired the property which is about to be sold by a statutory merger with the Lewisohn Copper Corporation.
4. The Lewisohn Copper Corporation, on April 1, 1941, entered into a contract with the Banner Mining

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Company, consisting of 29 pages and 7 pages of exhibits, wherein it agreed to sell certain patented and unpatented lode mining claims (described above) for a purchase price of \$2,191,500.00, payable in installments as follows:

\$10,200.00 on or before April 1, 1961;

\$270.00, on or before April 1, 1962;

\$270.00 on or before the first day of each

month thereafter for a total of twelve (12)

monthly installments at this amount; \$350.00

on or before April 1, 1963, and \$350.00 on or

before the first day of each month thereafter

for a total of twenty-four (24) installments

at this amount; \$8,609.76 on or before April

1st, 1965 and \$8,609.76 on or before the first

day of each month thereafter for the next

twenty (20) years and ten (10) months and

ending with a payment of \$8,609.76 on or before

February 1, 1986 and with the final payment on

or before March 1, 1986 of \$8,610.24.

5. Heretofore and upon information and belief,

the bankrupt assigned thirty (30%) percent of its interest

in this contract to one "John" Chilson (first name being

fictitious). Accordingly, under the terms of the agree-

ment, commencing with the month of December, 1971, the

bankrupt stands to collect seventy (70%) percent of

\$1,566,976.32 or a total of \$1,096,883.42. These payments

are made monthly at the rate of seventy (70%) percent

of \$8,609.76 or \$6,826.83. These payments continue monthly through and including March 1, 1986 with the exception that the last month's total payment is in the sum of \$8,610.24 rather than \$8,609.76. In fact, the total payment is made by the purchaser to the Southern Arizona Bank and Trust Company as escrowee who pays the bankrupt's interest of \$6,826.83 directly to the bankrupt.

6. The agreement more particularly provides for the Banner Mining Company to acquire certain other properties in the vicinity of the Lewisohn Copper properties. In the event the properties are exploited, a royalty is to be paid pursuant to the contract on ore mined on any of the property (the Banner property or the Lewisohn property). This royalty is to be applied against the purchase price which in no event shall exceed the amounts provided for above. The contract is terminable at the will of the purchaser, effective March 31st of any year, by giving thirty (30) days written notice of same. Hence, this contract can be terminated as of March 1st, 1971 by the purchaser, in which event the trustee would then once again be the owner of the patented and unpatented lode mining claims proposed to be sold, free of any claim of the purchaser under the Banner mining contract; but the trustee would stand to collect under the contract only seventy (70%) percent of \$25,829.28 or \$18,080.49 instead of the \$1,096,883.42 which would have been collected

had the contract remained in effect and the full purchase price paid.

7. In other words, all the trustees can be sure of collecting under this contract is \$18,080.49. At that point and thereafter, the contract remains on a year to year basis at the will of the purchaser. The bankrupt's yearly interest in the payments is \$72,321.44.

8. Applicant has been informed that no mining operations have been conducted on the property; no ore has been removed; and, no royalties have been paid. Banner Mining Company's interest in the contract has been assigned to the Anaconda Copper Company. If said assignee should withdraw from its interest in the contract and properties, the interest under the contract would revert to the Banner Mining Company.

9. Applicant has no information as to the intention of either the Anaconda Copper Company or the Banner Mining Company to continue with or terminate the Banner mining contract. Applicant cannot state with certainty what value the patented or unpatented lode mine claims which the Lewisohn Copper Corporation undertook to sell in the Banner mining contract would have in the event said contract of purchase was terminated.

10. Title to the patented or unpatented lode mining claims which applicant proposes to sell remains in the Lewisohn Copper Corporation under the contract until the full purchase price has been paid.

11. Applicant proposes that notice be sent to creditors of the proposed offer and sale in the form annexed hereto and that said notice be published in the New York Times and in the Tucson Daily Star, Tucson, Arizona, which, upon information and belief, is the newspaper having the largest circulation in the county in which the real property is located.

12. The offeror, Nuclear Dynamics, Inc. is a mining exploration company, owning mining rights in the particular county involved and throughout the State of Arizona and in the States of New Mexico, Utah and Wyoming. They are familiar with all of the facts related in this application and in the application for the order calling the meeting of creditors and have made known no additional information to applicant concerning their interest in the properties.

13. Applicant recommends the acceptance of the offer on the grounds that it would be impracticable to keep this estate open throughout the life of the contract for sale and that it would be risky to continue to collect payments which could be cancelled pursuant to the terms of the agreement as aforesaid. This risk is accelerated by the unknown value of the property should the contract of sale be terminated.

WHEREFORE, applicant prays for the annexed order for which no previous application has been made.

Dated: New York, N. Y.
December 10th, 1970.

WILLIAM J. HENRY

By
MARTIN F. BRECKER, A PARTNER
Attorney for Trustee
40 Exchange Place
New York, N.Y. 10005.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter

In Bankruptcy.

-of-

No. 70 B 554

LEISURE PLANNING CORPORATION,
Bankrupt.

NOTICE OF MEETING
OF CREDITORS.

S I R :

PLEASE TAKE NOTICE that a meeting of creditors will be held before the undersigned Referee in Bankruptcy on the 8th day of January, 1971, at 10:00 o'clock in the forenoon, in courtroom #236, in the United States Courthouse, Foley Square, New York, New York, to consider the offer of Nuclear Dynamics, Inc., to the trustee in bankruptcy, to purchase all of the trustee's right, title and interest, acquired by operation of law from the bankrupt in and to that certain chose in action known as the Banner Mining Contract dated April 1st, 1961, and in and to those certain patented and unpatented lode mining claims described therein, for a purchase price of \$200,000.00. The sale is proposed to be made without any warranties of title or any other warranties whatsoever and subject to any and all liens and encumbrances except that such sale shall be free and clear of any liens or claims which are the subject of any claim or proceeding now on file in the within bankruptcy proceeding and free of the claims of

certain alleged pledgees of the said Banner Mining Contract pursuant to a certain pledge agreement dated June 5th, 1970. The offer and proposed sale is subject to all of the specific terms and conditions contained in a written offer dated November 24th, 1970, which offer along with a copy of the Banner Mining Contract and description of the patented and unpatented lode mining claims are on file with the Referees in Bankruptcy of this court and may be examined by any interested party in the office of the Clerk of the Referees in Bankruptcy of this court.

PLEASE TAKE FURTHER NOTICE that the contract referred to above is a contract dated April 1, 1961, between Lewisohn Copper Corporation (whose interest the bankrupt acquired by merger) and Banner Mining Company (whose interest has been assigned to Anaconda Copper Company) wherein the Lewisohn Copper Corporation undertook to sell to Banner Mining Company patented lode mining claims in Helvetia mining district, Pima County, State of Arizona, known as Sunsets, designated by Surveyor General as Lot #2601, described in the United States Patent, recorded in book #26, Deeds of Mines page 590, with the County Recorder, Pima County, State of Arizona, and certain unpatented lode mining claims situated in the aforesaid mining district, county and state, together with the numbers of books and pages of records of mines in the office of the aforesaid county recorder where their locations

are recorded and which are each described by name, book and page in the exhibits to the order calling the aforesaid meeting of creditors on file with this court and which claims total 125 in number. Title to said claims remain in the seller until the purchase price of \$2,191,500.00 has been paid in full. The bankrupt has a seventy (70%) percent interest in said purchase price. Seventy (70%) percent of the unpaid balance is \$1,096,833.42 which is payable monthly through March, 1986 at the rate of \$6,026.83, per month, except, however, the purchaser under said contract has the right to cancel the contract effective March 31, 1971, or each March 31st thereafter throughout the life of the contract, by thirty (30) days prior written notice, in which event the bankrupt's interest in payments would be the monthly payments through the March 31st in which the contract is cancelled. At such time, title to the mining claims would be free of the rights of the purchaser under said contract. The agreement further provides for an authorization to the purchaser to conduct mining operations on the mining claims described above as well as at other properties owned or to be acquired by the purchaser as more particularly described in the contract. The trustee has been informed that no mining operations have been conducted whatsoever on the properties. The contract provides for the payment of royalties on ore mined in such amounts as determined by the formula set forth in the contract. No royalties have ever been paid to the trustee's knowledge and royalties, if paid, are to be applied against the installments of the purchase price and are not paid over and above such installments.

All of the foregoing statements are made for informational purposes and do not constitute warranties or representations by the trustee.

PLEASE TAKE FURTHER NOTICE that at the meeting of creditors aforesaid, the court shall consider any better offer for said property as may then and there be made, upon condition ^{in the absence of unusual circumstances,} that no better offer shall be approved without depositing with the attorney for the trustee in bankruptcy, by cash, certified or bank check, ^{25% of} the full amount of the successful offer which shall be held in escrow subject to the entry of an order approving said offer and the delivery of such documents of title as is provided in said offer.

Dated: New York, N. Y.
December 18th, 1970.

Yours, etc.,

WILLIAM J. HENRY
Attorney for Trustee
Office & P. O. Address
40 Exchange Place
New York, N. Y. 10005

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Exhibit "B"

CONTRACT OF SALE AND PURCHASE

THIS AGREEMENT, made and entered into as of the 1st day of April, 1961 by and between LEWISOHN COPPER CORP., a Delaware corporation qualified to transact business in Pima County, State of Arizona, hereinafter called "Seller", and BANNER MINING COMPANY, a Nevada corporation qualified to transact business in Pima County, State of Arizona, hereinafter called "Buyer".

W I T N E S S E T H:

1. REPRESENTATIONS: Seller represents to Buyer:

(a) Corporate Status: Seller is a corporation organized and existing under and by virtue of the laws of the State of Delaware and is duly qualified to transact business in Pima County, State of Arizona.

(b) Authorization and Approval: Seller agrees to call a meeting of its stockholders to secure the authorization and approval of said stockholders of the execution by Seller of this agreement on the terms and conditions provided herein.

(c) Seller is the owner of one (1) patented lode mining claim, and one hundred one (101) unpatented lode mining claims, and twenty-four (24) unpatented mill sites situated in the Helvetia Mining District, Pima County, Arizona, which claims are more particularly described under the heading, "Lewisohn Group", in Exhibit "A" attached hereto and made a part hereof; and is the owner and holder of that certain Lease and Option Agreement made and entered into as of the 11th day of October, 1955, by and between Frederick Lewisohn, Southern Arizona Bank and Trust Company, as Administrator with the Will Annexed of the Estate of Leonard Lewisohn, Deceased, and David M. Heyman, John G. Greenburgh, Eustace Seligman and Alfred Adolph Rossin, as Trustees under the authority conferred by the Last Will and Testament of Sam A. Lewisohn, as Lessors, and Richard Chilson, as Lessee, of record in the Office of the County Recorder of Pima County, State of Arizona, in Book 898 of Official Records

at page 455, et seq., and assigned to Lewisohn Copper Corp. by an Assignment of Lease dated October 12, 1955, of record in the Office of the said County Recorder in Book 910 of Official Records, at pages 189, et seq., and that certain Lease and Option Agreement between said parties dated October 11, 1955, of record in the Office of said County Recorder in Book 898 of Official Records at page 478, et seq., and assigned to Lewisohn Copper Corp. by an Assignment of Lease dated October 12, 1955, of record in Book 910 of Official Records at page 181, et seq., which two leases cover the patented mining claims and mill sites particularly described under the heading "Rosemont Group" in said Exhibit "A" attached hereto.

(d) Except the above mentioned Lease and Option Agreements to the Rosemont Group, Seller represents and agrees that this agreement covers all right, title or interest that it directly or indirectly has in any patented or unpatented mining claims or mill sites in Sections 13, 14, 15, 22, 23, 24, 25 and 36, Township 18 South, Range 15 East, Gila and Salt River Meridian, and Sections 19, 29 and 30, Township 18 South, Range 16 East, Gila and Salt River Meridian. Seller further agrees that so long as this agreement is in effect it will not, directly or indirectly, without the written consent of Buyer being first obtained, secure any right, title or interest through location, relocation, or transfer in any unpatented mining claim or mill site, or any right, title or interest by transfer in any patented mining claim or mill site within the above numbered sections.

(e) Buyer represents that it is the owner and holder of, or prior to the effective date hereof that it will obtain and accept contracts of sale and purchase, (1) with Audrey L. Spencer, and Evelyn Baer, ancillary executrices of the estate of Frederick Lewisohn, deceased, Southern Arizona Bank and Trust Company, an Arizona corporation, as Administrator with the Will Annexed of the estate of Leonard Lewisohn, deceased, and David M. Heyman, John G. Greenburgh, Eustace Seligman and Alfred Adolph Rossin, as

Trustees under the authority conferred on them by the Last Will and Testament of Sam A. Lewisohn, deceased, covering forty-five (45) patented lode mining claims and seven (7) patented mill sites situate in the Helvetia Mining District, Pima County, Arizona, described in Exhibit "A" attached hereto and made a part hereof, under the heading "Rosemont Group", (2) with Ruth B. Blankenship, a widow, and Southern Arizona Bank and Trust Company, an Arizona corporation qualified to transact and transacting business in Pima County, Arizona, as Trustee under Trust LTO775, covering thirty-nine (39) patented mining claims, one (1) unpatented mining claim, eight (8) patented mill sites and one (1) unpatented mill site situate in the Helvetia Mining District, Pima County, Arizona, more particularly described in said Exhibit "A" under the heading "Blankenship Group", and (3) with James R. Mattingly, covering fifteen (15) unpatented mining claims situate in the Helvetia Mining District in Pima County, Arizona, more particularly described in said Exhibit "A" under the heading "Tip Top Group".

(f) It is stipulated and agreed that this agreement shall be of no force and effect unless prior to ^{REC.} ~~the effective date~~ ^{May 1, 1961} hereof Buyer shall have obtained and accepted the contracts of sale and purchase above set forth, on terms satisfactory to Buyer; provided, however, that Buyer's failure to obtain such contracts of sale and purchase shall not subject Buyer to any liability for damages.

(g) Except as hereinafter provided, the groups of mining claims and mill sites to be acquired by Buyer under contracts of sale and purchase, as above set forth, shall be held by Buyer throughout the term of this agreement, and, for the purposes of payments on ores mined as provided by Paragraph 5 hereof, shall be considered as a single unit. At any time during the life of this agreement, Buyer has the following two (2) options to drop mining claims and mill sites from a group: (1) Any unpatented mining claims and mill sites in the Lewisohn Group or Tip Top Group

may be dropped from the group by Buyer quitclaiming such mining claims and mill sites, respectively, to Seller herein or James R. Mattingly, in which case said mining claims and mill sites shall cease to be under the applicable contract of sale and purchase and Buyer shall be relieved of any obligation under this agreement to make payments on ores mined thereafter from such mining claims and mill sites; and (2) Buyer may drop from a group individual mining claims and mill sites in such group which, in the opinion of counsel for Buyer, have defective title by notifying owners of all groups, in writing, of the defective title of such mining claims and mill sites. After Buyer exercises this second option, these mining claims and mill sites shall remain under the applicable contract of sale and purchase, but Buyer shall not be liable for payment on ores mined therefrom as provided in paragraph 5 hereof unless and until Buyer has been furnished evidence satisfactory to it that title has been cleared.

(h) Whenever the term "Properties" is used herein, it is understood and agreed that reference is made to all of the mining claims, mill sites and groups described in said Exhibit "A" as a single unit, except mining claims or mill sites after they have been dropped from a group as provided in the preceding subparagraph 1(g) hereof or after they have been transferred to Buyer outright prior to the payment of the final installment of the purchase price as is provided under subparagraph 7(e) of this agreement.

2. SALE: That for and in consideration of the mutual covenants and considerations hereinafter set forth to be kept and performed by each of the parties hereto, Seller agrees conditionally to deliver to Buyer instruments terminating and surrendering each of the Lease and Option Agreements referred to in paragraph 1 hereof, and, subject to the terms and conditions of this agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, those certain mining claims particularly described

under the heading "Lewisohn Group" in Exhibit "A" attached to this agreement and made a part hereof, and hereinafter referred to as "Lewisohn Group", provided that title to said mining claims shall not pass (except as provided for certain unpatented mining claims by subparagraph 7(e) of this agreement) from Seller to Buyer unless and until the full purchase price therefor is paid as provided herein. Said instruments terminating and surrendering the Lease and Option Agreements shall run to the owners of the Rosemont Group leased thereunder, and the condition of said delivery to Buyer shall be that said instruments shall not be delivered by Buyer to the owners of the Rosemont Group until all of said owners have executed a separate Contract of Sale and Purchase with Buyer covering the Rosemont Group and proper proceedings have been concluded in the Superior Court of Arizona, Pima County, in the matter of the Estate of Frederick Lewisohn, deceased, Probate File No. 28,306, and in the matter of the Estate of Leonard Lewisohn, deceased, Probate File No. 7595, in which the Court in each probate proceeding approves and confirms the execution and delivery of said instruments and the execution and delivery into escrow of all documents necessary and incident to the escrow provided therein.

3. CONSIDERATION: The purchase price to be paid Seller by Buyer in consideration of the Seller's agreement to cancel and terminate the Lease and Option Agreements referred to in paragraph 1 hereof relating to the Rosemont Group, and for the claims described in Exhibit "A" hereto annexed as the Lewisohn Group, is the sum of Two Million One Hundred Ninety-one Thousand Five Hundred (\$2,191,500.00) Dollars, payable in installments as follows:

Ten Thousand Two Hundred (\$10,200.00) Dollars on or before April 1, 1961; Two Hundred Seventy (\$270.00) Dollars on or before April 1, 1962, and Two Hundred Seventy (\$270.00) Dollars on or before the 1st day of each month thereafter for a total of twelve (12) monthly installments at this amount; Three Hundred Fifty (\$350.00) Dollars

on or before April 1, 1963, and Three Hundred Fifty (\$350.00) Dollars on or before the 1st day of each month thereafter for a total of twenty-four (24) monthly installments at this amount; Eight Thousand Six Hundred Nine and 76/100 (\$8,609.76) Dollars on or before April 1, 1965, and Eight Thousand Six Hundred Nine and 76/100 (\$8,609.76) Dollars on or before the 1st day of each month thereafter for the next twenty (20) years and ten (10) months, ending with a payment of Eight Thousand Six Hundred Nine and 76/100 (\$8,609.76) Dollars on or before February 1, 1986; and with the final payment on or before March 1, 1986 of Eight Thousand Six Hundred Ten and 24/100 (\$8,610.24) Dollars.

Anything in this agreement to the contrary notwithstanding, the total amount payable under this paragraph 3, paragraph 5 and subparagraph 7(e) hereof shall in no event exceed Two Million One Hundred Ninety-one Thousand Five Hundred (\$2,191,500.00) Dollars.

All payments on the purchase price shall be paid into an escrow account in the Southern Arizona Bank and Trust Company at Tucson, Arizona, as hereinafter provided. Payment shall be deemed made to Seller by Buyer when made to the Bank.

4. POSSESSION - OPERATION: Subject to the conditions hereinafter set forth, Buyer is entitled to take possession of the Lewisohn Group, and to explore, develop, prospect, drill, sample and operate the same, and to mine, extract, treat, concentrate, ship and sell ores, concentrates, minerals, and other products from and after the effective date of this agreement.

(a) Mining. All work done upon the Lewisohn Group shall be carried on by Buyer in a good and workmanlike manner and after the manner of good mining and shall comply with all valid laws, rules, regulations or orders of any local, state or federal agency.

(b) Minimum Expenditures and Work. Except assessment work required by paragraph 6 hereof, the only obligation of Buyer

to make expenditures with respect to the Properties or to perform work on or for the benefit of said Properties is under this subparagraph 4(b). Buyer agrees to expend a minimum of Fifty Thousand (\$50,000.00) Dollars with respect to the Properties during each of the first four (4) years from the effective date of this agreement; provided, that any such expenditures in excess of said minimum in any one year may be applied on the minimum for a subsequent year or years, and, provided further, that upon a termination pursuant to paragraph 17 hereof during said time, there shall be a proration of this yearly minimum obligation for the year in which termination occurs. These expenditures may be made by Buyer for any one or more of the following purposes, as may be determined by Buyer: Exploration and development of the Properties, including drilling, drifting, or shaft sinking, or geological, geophysical or geochemical work; metallurgical testing of ores from the Properties; expenditures for assessment work; mining claim surveys for patent or otherwise; legal and other expenditures in connection with obtaining mineral patents and clearing title (including payments to other parties with the consent of the owner of the mining claims and mill sites on which title is being cleared). After the expenditures by Buyer called for by this subparagraph 4(b), Buyer shall have no obligation, express or implied, under this agreement to make any further expenditures with respect to the Properties or to perform any work under this agreement, except assessment work required by paragraph 6 hereof.

5. PAYMENTS ON ORES MINED:

(a) In order to protect Seller from the possibility that the ore bodies in the Properties might be exhausted by Buyer's mining operations prior to the payment of the purchase price, throughout the life of this agreement Buyer agrees to pay to said Southern Arizona Bank and Trust Company at Tucson, Arizona, to the

credit of an account to be known as the "Banner-Helvetia Escrow",

(1) Five per cent (5%) of the net smelter returns on all ores mined by Buyer and shipped from the Properties (as defined in paragraph 1 hereof) whether in the form of direct smelting ores; flotation concentrates, or other products if shipped to a custom smelter; and

(2) Five per cent (5%) of the sale price of all copper anodes made from electrolytically deposited copper sponge and all electrolytically deposited copper sponge and copper cathodes produced and sold by Buyer from ores mined from the Properties; and

(3) Five per cent (5%) of the sale price as hereinafter defined of copper produced by Buyer from ores mined from the Properties and set aside by Buyer for the fabrication of copper products.

It is the intent hereof that one, and only one, five per cent (5%) payment shall be made on each lot of copper produced by Buyer from ores mined from the Properties. It is also the intent hereof that Buyer shall have complete freedom in selecting methods to be used in treating ores mined from the Properties and in selecting lots of copper or copper compounds to be set aside for fabrication of copper products. It is recognized this may result in lots of copper or copper compounds being produced or being set aside that are not described in this paragraph 5. If any lot of copper or copper compounds which are not described in this paragraph 5 are produced or set aside for fabrication from ores mined from the Properties by Buyer (for instance, ores and concentrates treated by a smelter of Buyer or concentrates set aside for fabrication), the five per cent (5%) payment to be paid hereunder by Buyer shall be calculated for such lot of copper or copper compounds in accordance with the provisions of subparagraphs (b), (c), and (d) of this paragraph 5 most applicable thereto.

(b) "Net smelter returns", within the meaning of this

agreement, shall be the correct returns as shown by the liquidation sheets furnished by the custom smelter treating such direct smelting ores, flotation concentrates, and other products shipped to such custom smelter after such smelter shall have made its deduction for railway freight, switching charges, treatment and usual smelting deductions, plus (except where prohibited by federal or state law or applicable government regulations) all additional payments, premiums, or bonuses of every kind or character and from whomsoever received or receivable which Buyer may receive or be entitled to receive by reason of the production, sale, distribution, or other disposal of any of the direct smelting ores derived from the Properties, flotation concentrates or other products shipped to such custom smelter, and produced from ores derived from the Properties.

In arriving at the net smelter returns, no deductions shall be made for hauling direct smelting ores from mine to railway shipping point or for other charges of whatsoever character except as herein expressly provided. However, it is stipulated and agreed that the cost of hauling concentrates from the concentrating plant to the railway shipping point where the same are shipped to the smelter may be deducted from such smelter returns, provided that the cost of such hauling shall not exceed eight cents (8¢) per ton mile of concentrates hauled when the current rate paid by Buyer to truck drivers is Nineteen and 32/100 (\$19.32) Dollars for an eight (8) hour shift. The allowance for said hauling cost shall be increased or decreased in proportion to increases or decreases in the above stated current rate paid by Buyer to truck drivers.

(c) "Sale price", within the meaning of this agreement shall be the price paid for the contained copper in all anodes produced from electrolytically deposited copper sponge, and all electrolytically deposited sponge and copper cathodes which are produced by Buyer from ores mined from the Properties and sold other than to a custom smelter during the life of this agreement plus (except where

prohibited by federal or state law or applicable government regulations) all additional payments, premiums or bonuses of every kind or character and from whomsoever received or receivable which Buyer may receive or be entitled to receive by reason of the production, sale, distribution or other disposal of any of such electrolytically deposited copper sponge, anode or cathode copper which is produced from ores derived from the Properties and sold other than to a custom smelter, after a deduction of the greater of the following:

7¢ per pound of copper paid for; or

21.875% of the average price of copper, as published in the E. & M. J. Metal and Mineral Markets Magazine, for domestic refinery quotations for electrolytic copper for the month during which the copper is sold, plus 21.875% of any additional payments, premiums, or bonuses which are included in the "sale price" as above defined.

(d) In the event Buyer shall set aside for fabrication of copper products copper which is contained in copper sponge, anodes, or cathodes, and which is produced by Buyer from ores mined from the Properties, the sale price for the copper content in such copper sponge, anodes and cathodes, shall be the average price of copper as published in the E. & M. J. Metal and Mineral Markets Magazine for domestic refinery quotations for electrolytic copper for the month during which the copper is set aside for fabrication plus (except where prohibited) all additional payments, premiums or bonuses as hereinafter provided, after a deduction of the greater of the following:

7¢ per pound for copper paid for; or

21.875% of the average price of copper as published in the E. & M. J. Metal and Mineral Markets Magazine for domestic refinery quotations for electrolytic copper for the month during which the copper is set aside, plus 21.875% of any additional payments, premiums, or bonuses which shall be included in the sale price as defined in this subparagraph (d).

(e) It is understood and agreed that Buyer may mill or

process custom ores or ores from other property provided that such ores shall not be commingled with the ores from the Properties described in Exhibit "A" attached hereto until after proper weighing and sampling according to good engineering practices, so that the correct net smelter returns or sales price therefrom may be calculated from the ores, concentrates or other products derived from the Properties described in Exhibit "A".

(f) Settlements. Remittances of the five per cent (5%) of net smelter returns as above defined on ores and concentrates shipped from the Properties, accompanied by five (5) liquidation sheets for each lot number of shipments, shall be made by the custom smelter to the Banner-Helvetia Escrow at such times as settlements are made by the smelter with Buyer. The remainder of the net smelter returns shall be paid direct to the order of Buyer.

Remittances of the five per cent (5%) of the sale price of all copper anodes made from electrolytically deposited copper sponge, and all electrolytically deposited copper sponge and copper cathodes produced from ores mined from the Properties shall be made by Buyer into the Banner-Helvetia Escrow within thirty (30) days after the receipt of payment for such products by Buyer, accompanied by a statement in quintuplicate containing full and complete information regarding such sales, including the price, quantities, metal contents, lot number of shipments, and other material information that Seller may reasonably request relating to such sales.

Remittances of five per cent (5%) of the sale price as hereinabove defined of copper produced from ores mined from the Properties and set aside by Buyer for fabricating copper products shall be made by Buyer within thirty (30) days from the date of the determination of the sale price of such copper as above provided. Such remittances shall be accompanied by a statement in quintuplicate containing full and complete information regarding such set aside copper, including the price thereof, quantities, dates copper is set aside,

and any other material information that Seller may reasonably request relating to such set aside copper.

The Southern Arizona Bank and Trust Company, as Escrow Agent, shall be instructed to hold one copy of said liquidation sheets and statements; and to deliver one copy to the designated agent of Seller and the remaining copies as directed by Buyer.

(g) Distribution. Said Southern Arizona Bank and Trust Company, as Escrow Agent under said Banner-Helvetia Escrow, shall be and hereby is instructed to distribute to itself as Escrow Agent under the provisions of paragraph 19 hereof, and apply on the next unpaid installment or installments of the purchase price payable to Seller as hereinabove provided, that percentage of said five per cent (5%) payments received by it which the purchase price to be paid Seller hereunder shall bear to the entire purchase price payable by Buyer for all of the groups of mining claims described in Exhibit "A" hereto.

(h) In no event shall the total amount payable by Buyer to Seller under this paragraph 5, paragraph 3 and subparagraph 7(e) of this agreement exceed Two Million One Hundred Ninety-one Thousand Five Hundred (\$2,191,500.00) Dollars.

6. ASSESSMENT WORK: Buyer shall perform the assessment work for the benefit of the unpatented mining claims in the Lewisohn Group, listed in Exhibit "A" hereto, for every assessment year in which Buyer continues this Contract of Sale and Purchase beyond March 31 of the assessment year.

Buyer shall be relieved of performing any assessment work called for in this paragraph 6 for any period in which the assessment work is suspended, and may have the benefit of subsequent laws enacted which relate to assessment work, including any laws extending the time within which to perform assessment work. For each year in which Buyer performs assessment work, it will record an affidavit

of such assessment work in the Office of the County Recorder. For any period in which the requirement of assessment work is suspended or waived, Buyer agrees to file notice of intention to hold, or such other appropriate instrument as may be provided by law.

It is understood that the unpatented mining claims included in this agreement, and other mining claims comprising the Properties described in Exhibit "A" hereto, form two groups of contiguous mining claims. One group consists of all patented and unpatented mining claims of the Properties that are north of an extension of the north end line of the R. G. Ingersoll Patented Mining Claim (Mineral Survey No. 1297A). The other group of contiguous mining claims consists of all other patented and unpatented mining claims comprising the Properties described in Exhibit "A" hereto. It is understood further that development and exploration work, including assessment work authorized by 72 Stat. 1701, on one or more of the patented and unpatented mining claims in one of these groups will be for the benefit of all of the unpatented mining claims of the Properties in said group; and such work, equal to One Hundred (\$100.00) Dollars for each of the unpatented mining claims in said group during the assessment year, will be sufficient performance of assessment work for said year. Assessment work performed hereunder may be included as minimum work under paragraph 4(b).

7. AMENDMENTS, RELOCATIONS, CLEARING TITLE AND PATENTS:

(a) Unpatented mining claims are included in the Tip Top, Lewisohn and Blankenship Groups, and unpatented mill sites are included in the Lewisohn and Blankenship Groups. Seller acknowledges that some of these unpatented mining claims and mill sites overlap or conflict with other unpatented mining claims and mill sites. Also, Seller acknowledges that none of these unpatented mining claims and mill sites have been surveyed, and that defects of various kinds exist that will require the filing of amended

locations or the abandonment of existing locations and the filing of relocations.

(b) Buyer represents that its present plan is to clear title, survey and secure patents to certain limited areas now covered by unpatented mining claims and mill sites included in the Properties, which, in Buyer's judgment, are necessary to a mining operation from the Properties. Buyer reserves the right, in its discretion, at any time during the life of this agreement, to alter, amend or abandon said plan for clearing title, surveying and patenting critical areas. Seller agrees to execute any instruments requested of it by Buyer in connection with amending locations, relocations, clearing title, mineral surveys and patent proceedings, and to permit quiet title suits, adverse proceedings, contests and patent proceedings with respect to the Properties to be brought or defended in Seller's name by Buyer; provided, Buyer shall pay all expenses in connection with such matters. Seller expressly agrees that in such matters Buyer shall have complete supervision and control, free from any interference by Seller.

(c) Subject to the provisions of the following subparagraph (e) hereof, Seller agrees at any time during the life of this agreement, Buyer may substitute for its quitclaim deed in escrow a quitclaim mining deed transferring to Seller all of Buyer's right, title and interest in and to the patented mining claim now in the Lewisohn Group and any ground that may be hereafter patented or be held as unpatented mining claims and mill sites under this agreement or other agreements referred to under paragraph 1 hereof, in the following described parcels:

(1) Section 13, Township 18 South, Range 15 East, G&SRM.

Lot 6.

(2) Section 14, Township 18 South, Range 15 East, G&SRM.

Lot 6.

(3) Section 15, Township 18 South, Range 15 East, G&SRM.

Southwest Quarter (SW $\frac{1}{4}$) and Lots 8 and 9, and that part of Lot 5 South of a line running from the Northeast Corner of the Peach Patented Mining Claim (Mineral Survey 1305) to the Northeast Corner of the Gap Patented Mining Claim (Mineral Survey 1305), and thence to the Northwest Corner of the Chance Mining Claim (Mineral Survey 1388).

(4) Section 22, Township 18 South, Range 15 East, G&SRM.

Lots 1, 2, 3, 4 and 5, except that part included in the Boston Mining Claim and Boston Mill Site, as shown on Mineral Survey 1388 and Supplemental Township Plat for Township 18 South, Range 15 East, G&SRM, approved January 26, 1914, subject to any changes or corrections that may be made by reason of a resurvey of said ground; North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) and Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$).

(5) Section 24, Township 18 South, Range 15 East, G&SRM.

Lots 1, 2, 3, 4, 5, 6, 7 and all of Lot 8 North of a line running from the Southeast Corner of the Omega 1st Extension South Patented Mining Claim (General No. 287) to the Northwest Corner of the Eclipse Copper Patented Mining Claim (Mineral Survey 426); thence along the North line of said Eclipse Copper Patented Mining Claim to the Northwest Corner thereof, and thence to the South Corner of the Exile Patented Mining Claim (Mineral Survey 1308A).

(6) Section 19, Township 18 South, Range 16 East, G&SRM.

Lots 1, 2, 4 and 5; and
East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$).

(7) Township 18 South, Range 16 East, G&SRM.

Lot 2; and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29; and
All of Section 30.

(d) Such quitclaim deed shall satisfy all requirements of this agreement if a termination occurs pursuant to paragraph 17 hereof, notwithstanding the fact that land presently claimed by the Lewisohn Group extends into other parcels of land. Said quitclaim deed may include parts of patented mining claims and mill sites but not parts of unpatented mining claims (since a conveyance or reservation of a part of an unpatented mining claim on which no discovery work has been performed is invalid) nor parts of unpatented mill sites. If such quitclaim deed includes part of a patented mining claim, said part shall be subject to the rights of the holder

of the other part of said patented mining claim. Anything in this agreement to the contrary notwithstanding, any such quitclaim deed shall include extralateral rights appurtenant to mining claims described in said deed, including such extralateral rights that may extend beyond the downward vertical extension of boundaries of the parcels described in subparagraph 7(c). Such quitclaim deed shall expressly provide, however, that it does not include extralateral rights of veins and lodes within said vertical extension of boundaries of parcels described in subparagraph 7(c) which apex outside this vertical extension of said boundaries. Prior to any termination provided under paragraph 17 hereof, Buyer may make amended locations, relocations and locations in order that land claimed under unpatented mining claims and mill sites will not overlap into parcels of land other than described above. Anything in this agreement to the contrary notwithstanding, Buyer shall not be obligated to include in any such quitclaim deed any interest in patented land or patented or unpatented mining claims and mill sites acquired by it from parties other than Seller herein and other parties named in paragraph 1 hereof under agreements referred to therein, except that such quitclaim deed shall include any interest acquired by Buyer pursuant to the provisions of subparagraphs 19(d) and (e) hereof.

(e) After April 1, 1965 if Buyer is not then in default, or prior to April 1, 1965 if Buyer is not in default and pays to Seller through the Escrow Agent the sum of One Thousand Dollars (\$1,000.00) in addition to the payments previously due under paragraphs 3 and 5 hereof, Seller agrees, upon written request of Buyer, promptly to deed to Buyer its interest in any mining claims (except the Fred Bennett Mining Claim of the Lewisohn Group) situated in Lot 2 and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29 and in Section 30, all in Township 18 South, Range 16 East, G&SRM. Thereafter, mining claims in said parcels shall be

excluded from the quitclaim deed referred to in the preceding subparagraphs (c) and (d) and from the provisions of this agreement. If Buyer pays Seller the above mentioned One Thousand Dollars (\$1,000.00) to secure its deed to said mining claims located in said parcels, such payment shall be applied against the final installment of the purchase price provided in paragraph 3 of this agreement.

(f) The parties hereto agree from time to time to execute deeds and join in instructions to the Escrow Agent to effect a substitution of these new deeds for the deeds held by the Escrow Agent in order that at all times the Escrow Agent will hold in escrow deeds accurately reflecting the amended locations, relocations, patented mining claims and other changed circumstances in respect of the mining claims provided for herein.

8. TAXES: During the continuance of this agreement, Buyer, at its own cost and expense, shall pay punctually before the same become delinquent, all taxes of any kind (other than taxes on or measured by income or profits of Seller) levied or assessed upon or against the Lewisohn Group or levied or assessed upon or against any machinery, equipment or improvements, now or hereafter placed upon the Properties, together with all production taxes, severance taxes, privilege sales taxes or similar taxes now or hereafter levied by the State of Arizona or any subdivision thereof or the Federal Government on ores, concentrates, and minerals produced or shipped from the Properties, including any interest or penalty in connection therewith; provided, however, that Buyer shall be under no obligation to pay any such taxes so long as such taxes are being contested in good faith and by appropriate legal proceedings and the nonpayment thereof does not adversely affect Seller or any right, title or interest of Seller in or to the Lewisohn Group or the Properties. The obligation provided in this paragraph shall continue

so long as Buyer shall remain in possession of the Lewisohn Group and the Properties pursuant to the terms of this agreement.

In the case of taxes for the calendar year in which this agreement begins and for the calendar year in which the same may be terminated (other than by the payment of the entire purchase price by Buyer), there shall be an apportionment of ad valorem taxes between the parties, Seller to bear the portion of such taxes applicable to that part of the calendar year not included in this agreement, and Buyer to bear the balance of said taxes; provided, however, that Seller shall in no event be responsible for any portion of any taxes on machinery, equipment or improvements placed upon the Properties herein described by Buyer, unless such machinery, equipment or improvements shall be left upon the Properties and shall inure to the benefit of Seller.

9. NOTICE OF NONLIABILITY: Buyer shall not incur any debts or liens against the Lewisohn Group or against any part thereof during the life of this agreement, and shall indemnify and save Seller and said Lewisohn Group harmless from any and all liens. Buyer further agrees to record and to post on the Lewisohn Group at the places designated by Seller, or its agent, prior to commencing any operations thereon under this agreement and use reasonable care to keep posted at its own cost and expense notices as provided by law that Buyer is responsible for all claims and demands in connection with the operation of the Lewisohn Group, and Seller and the Lewisohn Group are not liable for any liens or claims resulting from said operations. All miners, laborers and other persons who may labor or furnish labor or materials on or for the Lewisohn Group and the Properties during the life of this agreement, and to whom any sum may be due from Buyer for labor or materials, shall be promptly paid by Buyer.

10. LIABILITY FOR INJURIES: Buyer hereby assumes any and

all liability or liabilities arising or to arise from accidents or injuries to its agents or employees or any other person in or about the Properties while the same are in the possession of Buyer, and hereby agrees to indemnify and save Seller harmless against any liability or responsibility for or on account of any such injuries, or damages (including reasonable attorneys' fees and all costs and expenses in connection with any such claim), it being understood that the hazard of all such liability or liabilities is taken into consideration by the parties hereto in fixing the consideration under this agreement.

11. INSURANCE: Buyer shall, at all times during the life of this agreement, carry and maintain public liability insurance, and insurance under the Workmen's Compensation Law and under the Occupational Disease Disability Law of the State of Arizona (or self-insurance as provided by such laws), satisfactory to The Industrial Commission of the State of Arizona.

Buyer shall also, at its own cost and expense, comply strictly with all the terms of the Arizona Workmen's Compensation Law and the Arizona Occupational Disease Disability Law.

Buyer further agrees to furnish promptly to Southern Arizona Bank and Trust Company at Phoenix, Arizona, as Escrow Agent, copies of receipted bills or other satisfactory proof showing the payments in connection with the insurance referred to in this paragraph, and throughout the life of this agreement, upon request of Seller, shall exhibit to Seller the originals of any such policies or contracts of insurance.

12. INSPECTION: Seller, through any duly authorized representative, shall have the right to enter upon said Properties, or any part thereof, and to inspect the same at any time during the life of this agreement at its risk, and shall have the right to inspect the records of Buyer relating to ores mined from the Properties

insofar as the same cover shipments of ores, concentrates, sales of copper, and copper set aside for fabrication by Buyer, at any reasonable time, but without unreasonable inconvenience to Buyer.

13. RECORDS: Buyer shall keep a full and complete record of all work carried on by it, and agrees when producing, to send monthly to the representative of Seller a verified report showing the daily tonnage and assay reports of all ores mined from the Properties. Buyer shall submit annually an account showing the amounts of all payments made or payable to Seller and the basis thereof.

14. DEFAULT: In the event Buyer shall make default in any of the terms or provisions hereinabove contained, then Seller may terminate this agreement upon sixty (60) days' notice to Buyer, specifying such failure and stating its intention to declare this agreement at an end. If Buyer shall fail within said sixty (60) days to correct or make good any violations of the terms and provisions of this agreement on account of which such notice of default has been given, then and thereupon this agreement shall terminate. Notwithstanding the foregoing provision with reference to default, it is stipulated and agreed that if Buyer shall fail to record and post and use reasonable diligence to keep posted notices of nonliability as hereinabove provided, or shall fail to secure insurance as hereinabove provided before commencing operations hereunder and to maintain the same, Seller may terminate this agreement forthwith without notice. Any such termination shall be subject to the rights provided for a purchaser in default under a contract for conveyance of real property as set forth in Section 33-741, Arizona Revised Statutes, provided that while in default, Buyer shall not be permitted to mine, transport, or ship ores, mineral, or mineral products produced from ores mined, from the Properties.

15. MACHINERY - REMOVAL: All machinery, equipment and personal property, together with all improvements which may be placed on the Lewisohn Group by and at the expense of Buyer, may be removed by it within six (6) months after the termination of this agreement, except that (a) such right of removal shall not extend to replacements of property now in or on said Properties, or to headframes, or to ladders, timbers, or ties in place underground; (b) that no such property shall be removed at any time while Buyer may be in default under any of the terms or provisions of this agreement; and (c) the removal shall be effected with reasonable diligence and in such manner as to avoid injury or damage to the Lewisohn Group and improvements that are to remain thereon. If not so removed by Buyer, Seller may, at its option, retain said machinery, equipment and personal property, together with all improvements, including houses and other structures, as and for its own, free of any claim of any kind on the part of Buyer.

16. ORE REMOVAL: All ores mined and placed on the dumps of the Lewisohn Group by Buyer during the life of this agreement may be removed and shipped by Buyer in the event of a termination of this agreement other than a termination resulting from a default by Buyer, but such ores shall be removed within ninety (90) days after such termination and shall be subject to the five per cent (5%) payments as hereinabove provided. In the event such ores are not removed within said period, title thereto shall thereupon vest in Seller, free of any claim or charge of Buyer.

17. TERMINATION:

(a) Buyer may terminate all further liability hereunder by thirty (30) days' written notice to Seller of its election to terminate this agreement at any time to and including April 1, 1965, provided that each and all of the contracts of sale and purchase described in paragraph 1 hereof are also terminated. After April 1,

1965, Buyer may terminate all further liability hereunder by thirty (30) days' written notice to Seller of its election to terminate this agreement at the end of any year commencing with the year ending March 31, 1966, provided that each and all of the contracts of sale and purchase described in paragraph 1 hereof are also terminated.

(b) In the event of any termination of this agreement except by reason of the payment of the purchase price in full, Buyer shall forthwith deliver to Seller peaceable possession of the Lewisohn Group except as such group has been changed pursuant to the exercise of the first option in subparagraph 1(g) hereof and as provided by paragraph 7 hereof, and shall be relieved of any further liability hereunder; but in the event of the termination of this agreement by either of said parties, Buyer shall not be discharged from any obligation in favor of Seller that may theretofore have accrued under the terms hereof, including the payment of all amounts due under this agreement up to time of termination. In no event shall Buyer be entitled to the return of any payments made upon the purchase price, and all such payments shall be retained by Seller as liquidated damages for the termination of this agreement.

18. NOTICES: All notices provided for herein may be given by registered mail addressed to Seller at P. O. Box 2728, Tucson, Arizona, and to Buyer at P. O. Box 5605, Tucson, Arizona, or such other addresses as may be designated in writing by the respective parties or their assignees. Any period of notice shall run from the date of mailing said notices or from the date of personal delivery thereof.

19. ESCROW:

(a) Buyer and Seller hereby appoint the Southern Arizona Bank and Trust Company their Escrow Agent to receive and distribute all payments on the purchase price pursuant to Escrow

Agreement in the form marked Exhibit "B" attached hereto and made a part hereof. Seller agrees that it will, upon demand therefor after the effective date of this agreement, execute a good and sufficient mining deed conveying the Lewisohn Group, as described in Exhibit "A" hereto, containing only the warranties set forth in paragraph 20 hereof, and place the same in escrow in said Southern Arizona Bank and Trust Company at Tucson, Arizona, with instructions that the same be delivered to Buyer upon payment of the purchase price by Buyer as provided herein.

(b) Seller agrees to pay the cost of a title insurance policy in the amount of Twenty Thousand Dollars (\$20,000.00), insuring Buyer's title to the patented mining claim included in the Lewisohn Group, free and clear of all liens and encumbrances except this agreement. This agreement shall not be effective until such title insurance policy is furnished.

(c) Seller agrees that Buyer may forthwith obtain an abstract of title to the Lewisohn Group. Seller shall pay the cost of this abstract.

(d) Seller agrees, in order to clear title to the Sunsete lode patented mining claim and Ruby, Irish and Axe unpatented lode mining claims, that it is advisable, either by quiet title action to foreclose, or by contract to acquire, any possible interest of Elizabeth Forbes, widow of Denver F. Forbes, her heirs and assigns, in said mining claims. Subject to the provisions contained in subparagraphs 19(d) and (e) hereof, Seller and Buyer agree that expenditures in clearing title to these mining claims by quiet title action, contract, or both, initially shall be made by Buyer with the right of obtaining reimbursement from Seller by receiving credit on amounts due Seller under paragraphs 3 and 5 hereof if this agreement is not terminated before said credits are allowable as herein provided. Seller authorizes Buyer, in Seller's name, to bring a quiet title action against Elizabeth Forbes, her

commencing with the payment due April 1, 1965 and continuing thereafter until Buyer shall be fully reimbursed for all amounts it is entitled to under subparagraphs 19(d) and (e) hereof, provided no credit allowed against any such payment due Seller shall exceed one-half (1/2) of such payment and provided further Buyer shall not be entitled to reimbursement for any expenditures incurred pursuant to subparagraphs 19(d) and (e) hereof until the amount of any expenditure has actually been paid by Buyer. Buyer from time to time shall furnish Seller and Escrow Agent each statements of such expenditures made by Buyer pursuant to this paragraph 19. If this agreement is terminated for any reason before Buyer is reimbursed its expenditures as herein provided, Seller shall not be liable to Buyer for any expenditures made by Buyer for which it has not been reimbursed.

(f) Subject to the provisions of subparagraph 7(f) hereof, Buyer shall execute and place in escrow a good and sufficient mining deed quitclaiming all of its interest in and to the Lewisohn Group with instructions to deliver the same to Seller in the event of the termination of this agreement, except by payment of the full purchase price as hereinabove provided, in which event said deed shall be returned to Buyer.

20. WARRANTIES: Seller warrants to Buyer:

(a) With respect to those six (6) lode mining claims the location notices of which are recorded in the book and at the page set after the respective mining claim:

| <u>Name of Mining Claim</u> | <u>Book of Mines</u> | <u>Page</u> |
|-----------------------------|----------------------|-------------|
| Jim | 995 | 391 |
| Bob | 995 | 393 |
| Flat Top | 913 | 600 |
| Duzy | 932 | 231 |
| Suzy | 934 | 536 |
| Round Top | 914 | .1 |

Seller makes the following warranties:

(1) Said mining claims were located, monumented and

discovery work performed in all respects as required by the Federal and Arizona mining laws to the best of Seller's knowledge.

(2) Assessment work required by Federal laws to maintain said mining claims in good standing has been performed each year since the location of these mining claims.

(3) Since the date of the location of the above listed mining claims, Seller has claimed exclusive possession of the ground covered by the above listed mining claims and no adverse claims have been made to the ground covered by said mining claims, or any part thereof, to Seller's knowledge except adverse claims which have been acquired by Seller, a possible adverse claim of Elizabeth Forbes, and a location made on land covered by the Bob mining claim which has been protested by Seller.

(b) With respect to those nine (9) lode mining claims the location notices of which are recorded in the book and at the page set after the respective mining claim:

| <u>Name of Mining Claim</u> | <u>Book of Mines</u> | <u>Page</u> |
|-----------------------------|----------------------|-------------|
| Fred Bennett | 936 | 425 |
| Ben | 995 | 392 |
| Pete | 995 | 394 |
| John | 995 | 395 |
| Joe | 995 | 396 |
| Sam | 1009 | 439 |
| Fred | 1009 | 440 |
| Art. | 1009 | 441 |
| Al | 1009 | 442 |
| Bert | 1009 | 443 |

Seller makes the following warranties:

(1) Said mining claims were located, monumented and discovery work performed, and Seller believes (but does not warrant) that such locations were made and monumenting and discovery work was performed in all respects as required by the federal and Arizona mining laws.

(2) Since the date of the location of the above listed mining claims, Seller has claimed exclusive possession of the ground covered by the above listed mining claims and no adverse

claims have been made to the ground covered by said mining claims or any part thereof to Seller's knowledge.

(c) Seller makes no other warranties with respect to any of the unpatented mining claims in the Lewisohn Group except as contained in this paragraph 20.

(d) The only remedy of Buyer for a breach of warranties contained in this paragraph 20 shall be an action for damages.

21. MAPS: Upon written demand made within three (3) months from such termination, Buyer shall deliver to Seller a copy of all logs, assay results of any drilling or other development work performed on the Properties, and of all maps, records or blueprints of said Properties made by or for Buyer without any cost to Seller; provided, however, that this provision shall not be deemed to include confidential reports made from or based upon the above described items.

22. MEMORANDUM AGREEMENT: Seller and Buyer shall execute and acknowledge a Memorandum Agreement for the purpose of recordation which will refer to and incorporate this agreement therein by reference, stating therein generally that Seller has agreed to sell and Buyer has agreed to buy the Lewisohn Group, all as more particularly set forth in this agreement.

23. DEFINITIONS: Wherever used herein, the term, "effective date of this agreement", shall mean the date of this agreement. The term, "end of any year", as used in paragraph 17 hereof shall mean any year ending on the 31st day of March at midnight.

24. ASSIGNMENT: This agreement, and all rights of Buyer hereunder, may be assigned by Buyer to any wholly owned subsidiary of Buyer, and, with the prior written consent of Seller (which shall not be unreasonably withheld), to any other persons, firm or corporation, and such assignee shall succeed to all of the rights

and obligations of Buyer hereunder as if originally named herein. The term "Buyer" wherever used herein shall include any such assignee. In the event of any assignment to a subsidiary, Buyer shall continue liable hereunder as if no such assignment had been made. In case of any approved assignment and transfer to others than a subsidiary, Buyer shall not be liable for any future obligations hereunder, but shall not be discharged from any obligation in favor of Seller that may have accrued under this agreement prior to the approval of said assignment, unless the assignee shall assume the same and be financially responsible therefor to the satisfaction of Seller.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

LEWISOHN COPPER CORP.

By Richard E. Chelam
Its President

ATTEST:

Richard E. Chelam
Secretary

SELLER

BANNER MINING COMPANY

By T. P. ...
Its Vice President

ATTEST:

J. C. ...
Assistant Secretary

BUYER

STATE OF ARIZONA

County of Pima

ss.

On this, the 30th day of April, 1961, before me, the undersigned Notary Public, personally appeared RICHARD E. CHILSON and BOYD M. MORSE, who acknowledged themselves to be the President and Secretary, respectively, of LEWISOHN COPPER CORP., a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

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

Madelon L. Hall
Notary Public

My Commission Expires:

Nov. 7, 1964

STATE OF ARIZONA

County of Pima

ss.

On this, the 29th day of April, 1961, before me, the undersigned Notary Public, personally appeared A. B. BOWMAN and F. C. PRINCE, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of BANNER MINING COMPANY, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

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

Samuel H. Osborne
Notary Public

My Commission Expires:

January 15, 1962

ROSEMONT GROUP

Those certain patented lode mining claims and mill sites situated in the Helvetia Mining District, Pima County, State of Arizona, more particularly described as follows, to wit:

The COCONINO, OREGON COPPER, CHICAGO, ERIE, CUSHING, MARION, FRANKLIN, OLD PUT CON, OLD PAP COPPER, CENTRAL, FALLS, AJAX CONSOLIDATED, CUBA, HILO CONSOLIDATED, YORK, DAYLIGHT, POTOMAC, DAN WEBSTER, PATRICK HENRY, LaFAYETTE and R. G. INGERSOLL patented mining claims, designated by the Surveyor General as Lots Number 1297A and Number 1297B, and particularly described in the United States Patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 401 et. seq., reference to which is hereby made for a fuller description.

Also, the WARD, ALTA COPPER, BROADTOP, EXILE, KING, MALACHITE, BONNIE BLUE, AMOLE, CUPRITE, ARCOLA and BLUE POINT patented mining claims, designated by the Surveyor General as Lot Number 1308, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 377, et. seq., reference to which is hereby made for a fuller description.

Also, the GAP, MONITOR, SOUTH END and PEACH patented mining claims, designated by the Surveyor General as Lot Number 1305, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 383, et. seq., reference to which is hereby made for a fuller description.

Also, the MOHAWK SILVER and EMPIRE patented mining claims, designated by the Surveyor General as Lot Number 1299, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 386, et. seq., reference to which is hereby made for a fuller description.

Also, the BALTIMORE patented mining claim designated by the Surveyor General as Lot Number 1312, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 389, et. seq., reference to which is hereby made for a fuller description.

Also, the TREMONT patented mining claim, designated by the Surveyor General as Lot Number 1302, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 390, et. seq., reference to which is hereby made for a fuller description.

EXHIBIT "A"

Also, the MOHAWK patented mining claim, designated by the Surveyor General as Lot Number 1300, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 392, et. seq., reference to which is hereby made for a fuller description.

Also, the ALTAMONT patented mining claim, designated by the Surveyor General as Lot Number 1301, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 394, et seq., reference to which is hereby made for a fuller description.

Also, the BLACK BESS patented mining claim, designated by the Surveyor General as Lot Number 1303, and particularly described in the United States Patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 396, et. seq., reference to which is hereby made for a fuller description.

Also, the NEWMAN patented mining claim, designated by the Surveyor General as Lot Number 1304, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 397, et. seq., reference to which is hereby made for a fuller description.

Also, the ANTELOPE patented mining claim, designated by the Surveyor General as Lot Number 1311, and particularly described in the United States patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 399, et. seq., reference to which is hereby made for a fuller description.

Also, the COCONINO, CHICAGO, OREGON, OLD PUT, AJAX CONSOLIDATED, OLD PAP and FRANKLIN patented mill sites, designated by the Surveyor General as Lots Number 1297A and Number 1297B, and particularly described in the United States Patent therefor which is recorded in Book No. 22, Deeds of Mines, at pages 401, et. seq., reference to which is hereby made for a fuller description.

The above mentioned Deeds of Mines being an official record in the office of the County Recorder of Pima County, State of Arizona.

EXHIBIT "A"

LEWISOHN GROUP

That certain patented lode mining claim situated in the Helvetia Mining District, Pima County, State of Arizona, known as the SUNSETE, designated by Surveyor General as Lot No. 2061, and particularly described in the United States patent therefor, which is recorded in Book No. 26, Deeds of Mines, at page 590, in the office of the County Recorder of Pima County, State of Arizona.

Also, those certain unpatented lode mining claims situated in the Helvetia Mining District, Pima County, State of Arizona, of which the names, together with the numbers of books and pages of Records of Mines in the office of said County Recorder of Pima County, Arizona, where their location notices are recorded, are as follows:

| <u>NAME</u> | <u>BOOK</u> | <u>PAGE</u> |
|------------------|-------------|-------------|
| Ruby | 287 | 256 |
| Irish | 287 | 259 |
| Axe | 287 | 258 |
| Adolph Lewisoahn | 710 | 346 |
| Rosemont | 710 | 347 |
| Albert Steinfeld | 710 | 348 |
| Hugh Young | 712 | 108 |
| Fred Bennett | 712 | 107 |
| Ethel | 712 | 109 |
| Albert | 712 | 110 |
| Rosemont #23 | 908 | 497 |
| Rosemont #24 | 908 | 498 |
| Rosemont #4 | 908 | 499 |
| Rosemont #20 | 908 | 500 |
| Rosemont #2 | 908 | 501 |
| Rosemont #25 | 908 | 502 |
| Rosemont #3 | 908 | 503 |
| Rosemont #1 | 908 | 504 |
| Flat Top | 913 | 600 |
| Round Top | 914 | 1 |
| Alachua | 916 | 549 |
| Baker | 916 | 550 |
| Dade | 916 | 551 |
| Eustis | 916 | 552 |
| Flagler | 916 | 553 |
| Glades | 916 | 554 |
| Hillsborough | 916 | 555 |
| Indian River | 916 | 556 |
| Jackson | 916 | 557 |
| Kissimmee | 916 | 558 |

EXHIBIT "A"

LEWISOHN GROUP

| <u>NAME</u> | <u>BOOK</u> | <u>PAGE</u> |
|---------------------|-------------|-------------|
| Liberty | 916 | 559 |
| Manatee | 916 | 560 |
| Nassau | 916 | 561 |
| Okeechobee | 916 | 562 |
| Putnam | 916 | 563 |
| Duzy | 932 | 231 |
| Suzy | 934 | 536 |
| Rosemont | 936 | 418 |
| Adolph LewisoHN | 936 | 419 |
| Rosemont #11 | 936 | 420 |
| Rosemont #7 | 936 | 421 |
| Hugh Young | 936 | 422 |
| Rosemont #8 | 936 | 423 |
| Rosemont #9 | 936 | 424 |
| Fred Bennett | 936 | 425 |
| Rx | 936 | 426 |
| Albert Steinfeld | 936 | 427 |
| Rosemont #14 | 936 | 428 |
| Rosemont #15 | 936 | 429 |
| Rosemont #16 | 936 | 430 |
| Rosemont #12 | 936 | 431 |
| Rosemont #17 | 936 | 432 |
| Rosemont #18 | 936 | 433 |
| Rosemont #13 | 936 | 434 |
| Rosemont #19 | 964 | 200 |
| Rosemont #20 | 964 | 201 |
| Rosemont #21 | 964 | 202 |
| Rosemont #22 | 964 | 203 |
| Waltham aka Walthum | 942 | 87 |
| Polk | 948 | 23 |
| Orange | 948 | 24 |
| Volusia | 948 | 25 |
| Escambia | 948 | 26 |
| Leon | 948 | 27 |
| Brevard | 948 | 28 |
| Gadsden | 948 | 29 |
| Pasco | 948 | 30 |
| Seminole | 948 | 31 |
| Marion | 948 | 32 |
| Lee | 948 | 33 |
| Palm | 948 | 34 |
| Union | 948 | 469 |
| Hendry | 948 | 470 |
| Wakulla | 948 | 471 |
| DeSoto | 979 | 349 |
| Esplande | 979 | 350 |
| Cord | 979 | 351 |
| Franklin | 979 | 352 |
| Ford | 979 | 353 |
| Fiat | 979 | 354 |
| Buick | 979 | 355 |
| Bantam | 979 | 356 |
| Carter Car | 979 | 357 |
| Cunningham | 979 | 358 |
| Durantz | 979 | 359 |
| Dodge | 979 | 360 |
| Electric | 979 | 361 |
| Everant | 979 | 362 |

EXHIBIT "A"

LEWISOHN GROUP

| <u>NAME</u> | <u>BOOK</u> | <u>PAGE</u> |
|-------------|-------------|-------------|
| Austin | 979 | 363 |
| Auburn | 979 | 364 |
| Jim | 995 | 391 |
| Ben | 995 | 392 |
| Bob | 995 | 393 |
| Pete | 995 | 394 |
| John | 995 | 395 |
| Joe | 995 | 396 |
| Sam | 1009 | 439 |
| Fred | 1009 | 440 |
| Art | 1009 | 441 |
| Al | 1009 | 442 |
| Bert | 1009 | 443 |

Also, those certain unpatented mill sites situated in the Helvetia Mining District, Pima County, State of Arizona, of which the names, together with the numbers of Books and pages of Records of Mines in the office of said County Recorder of Pima County, Arizona, where their location notices are recorded, are as follows:

| <u>NAME</u> | <u>BOOK</u> | <u>PAGE</u> |
|-------------------------------|-------------|-------------|
| Ward Mill Site | 1044 | 505 |
| Mohawk Silver Mill Site | 1044 | 506 |
| LaFayette Mill Site | 1044 | 507 |
| Erie Mill Site | 1044 | 508 |
| Cuprite Mill Site | 1044 | 509 |
| Central Mill Site | 1044 | 510 |
| Black Mill Site | 1044 | 511 |
| Baltimore Mill Site | 1044 | 512 |
| Antelope Mill Site | 1044 | 513 |
| Altamont Mill Site | 1044 | 514 |
| Alta Copper Mill Site | 1044 | 515 |
| Arcola Mill Site | 1044 | 516 |
| Bonnie Blue Mill Site | 1044 | 517 |
| Blue Point Mill Site | 1044 | 518 |
| Cushing Mill Site | 1044 | 519 |
| Cuba Mill Site | 1044 | 520 |
| Potomac Mill Site aka Patomac | 1044 | 521 |
| Dan Webster Mill Site | 1044 | 522 |
| Daylight Mill Site | 1044 | 523 |
| Exile Mill Site | 1044 | 524 |
| Falls Mill Site | 1044 | 525 |
| Peach Mill Site | 1044 | 526 |
| Waltham Mill Site | 1044 | 527 |
| Mohawk Mill Site | 1044 | 528 |

EXHIBIT "A"

TIP TOP GROUP

Those certain unpatented lode mining claims situate in the Helvetia Mining District in Pima County, State of Arizona, of which the names, together with the numbers of books and pages of Records of Mines in the office of the County Recorder of said Pima County, Arizona, where their location notices are recorded, are as follows:

| <u>NAME</u> | <u>ORIGINAL</u> | | <u>AMENDED</u> | |
|-----------------------------|-----------------|-------------|----------------|-------------|
| | <u>BOOK</u> | <u>PAGE</u> | <u>BOOK</u> | <u>PAGE</u> |
| Alta No. 1, aka Alta | MMM | 294 | 464 | 65 |
| America No. 1 | MMM | 295 | 464 | 63 |
| America No. 2 | MMM | 293 | 464 | 64 |
| Apricot | MMM | 292 | 464 | 60 |
| French King | MMM | 289 | 464 | 67 |
| Alexander | MMM | 290 | 464 | 59 |
| Italian Queen | MMM | 291 | 464 | 71 |
| Shovel | MMM | 331 | 464 | 70 |
| Four Queens | 287 | 257 | | |
| Annie No. 1, aka Anne No. 1 | MMM | 333 | 464 | 61 |
| Annie No. 2, aka Anne No. 2 | MMM | 334 | 464 | 62 |
| Corner Stone | MMM | 464 | | |
| Corner Stone No. 1 | MMM | 465 | 464 | 68 |
| Corner Stone No. 3 | MMM | 467 | 464 | 69 |
| Cherry | MMM | 330 | 464 | 66 |

EXHIBIT "A"

BLANKENSHIP GROUP

Those certain patented lode mining claims and mill sites situated in the Helvetia Mining District, Pima County, State of Arizona, more particularly described as follows, to-wit:

The TELEPHONE, ELGIN, DAN, GENERAL, HATTIE, WEST END, BLACK HAWK, CHANCE, TELEMETER, BACK BONE, SLIDE, SILVER SPUR, RECORDER, WEDGE, OLD DICK, AMERICAN, LIGHT WEIGHT, HEAVY WEIGHT, BUZZARD, FLYING DUTCHMAN, WISCONSIN, WATER WISH, NEW MEXICO, GRIZZLY, LEADER, EXCHANGE, EXCHANGE NO. 2, COPPER WORLD, TALLYHO, COPPER FEND, OWOSKO, BLACK HORSE, BRUNSWICK, LITTLE DAVE, ISLE ROYALE, INDIAN CLUB, PILOT, A.O.T., and VULTURE patented mining claims, designated on Mineral Survey 1388A, and particularly described in the United States Patent therefor No. 32859, recorded in Docket 1705 at page 92 in the Office of the County Recorder of Pima County, State of Arizona.

Also, the ELGIN, RECORDER, AMERICAN, WEDGE, DAN, TELEPHONE, HEAVY WEIGHT, and OLD DICK patented mill sites, designated on Mineral Survey 1388B, and particularly described in the United States Patent therefor No. 32859, recorded in Docket 1705 at page 92 in the Office of the County Recorder of Pima County, State of Arizona.

That certain one (1) unpatented lode mining claim named Boston situated in Helvetia Mining District, Pima County, State of Arizona location notice of which is recorded in the Office of the County Recorder of Pima County in Book 1750 at page 237.

That certain one (1) unpatented mill site named Boston situated in Helvetia Mining District, Pima County, Arizona location notice of which is recorded in the Office of the County Recorder of Pima County in Book 1750 at page 238.

LAW OFFICES OF

William J. Henry

WILLIAM J. HENRY
MARTIN P. BRECKER

40 EXCHANGE PLACE, NEW YORK, N.Y. 10005

H A 5 - 7 4 4 0

November 24, 1970

Nuclear Dynamics
P. O. Box 20766
2871 Sky Harbor Blvd.
Phoenix, Ariz. 85036

Att: Mr. Joe F. Walton, President
Re: Leisure Planning Corporation

Dear Mr. Walton:

I understand that the following constitutes your offer to purchase the Contract of Sale and Purchase between Lewisohn Copper Corporation and Banner Mining Company dated April 1, 1961 from Samuel Masia, Trustee in Bankruptcy. This letter constitutes an acceptance of the offer upon the terms and conditions set forth herein and a commitment of the trustee to make an application to the court for approval of this offer or for approval of such better offer as may be made before the court subject to our receipt from you of an executed copy of the within proposal and your check for the sum of \$20,000.00, the proceeds of which shall be held by this law firm subject to the terms provided herein.

The terms and the conditions of the offer are as follows:

1. The purchase price is \$200,000.00, \$20,000.00 to be paid upon the execution of the within offer by you and the balance of \$180,000.00 to be paid by certified check simultaneously with your receipt of an executed copy of the stipulation, an executed and acknowledged deed, and an assignment of contract, all of which will be described hereinafter.
2. You are purchasing, pursuant to this offer, all of the trustee's right, title and interest in and to the Contract of Sale and Purchase between Lewisohn Copper Corporation and Banner Mining Company dated April 1, 1961 and the underlying properties described therein.

3. The consumation of the within offer and your obligation to pay the balance of the purchase price is expressly conditioned upon the happening of each of the following events:

a) The execution of a stipulation between the trustee and Weil, Gotshal & Manges representing Duane E. Wilder, William D. Witter, Donald L. Lucas, A. Crawford Cooley and Sand Hill Financial Company providing for a deduction from the purchase price of \$37,863.59 to be maintained in a special account in the name of the Trustee in Bankruptcy subject to the respective rights of the trustee and the parties aforementioned, into which account shall be transferred the balance now held by the Southern Arizona Bank and Trust Company as escrowee under the contract described herein, to wit, \$12,052.16; which stipulation shall provide that said parties lien or claim to the contract which you are purchasing and the proceeds thereof, shall be released and that said lien or claim shall attach to the funds in the said special bank account in lieu thereof.

b) The entry of an order no later than thirty days next succeeding our receipt of an executed copy of this offer along with your check, by a Referee in Bankruptcy having jurisdiction, approving the sale of said contract and properties to you upon the terms and conditions of the within letter.

c) That no later than seven business days succeeding our receipt of an executed copy of the within offer and your check, the trustee shall file with the United States District Court, Southern District of New York, papers necessary to bring on a hearing before the court to consider the within offer.

4. That forthwith, upon the approval by the bankruptcy court of the within offer and the making of an order providing same, the trustee shall deliver to you:

- a) A true copy of said order.
- b) An executed copy of the stipulation described above.
- c) A deed for the properties underlying the contract, duly executed and acknowledged.
- d) An assignment of said contract, duly executed.

Upon your receipt of the aforementioned documents, you will simultaneously therewith make the payment provided above.

5. You acknowledge that the trustee has made no representations concerning the validity of the contract which you are purchasing and has made no representation concerning the existence, if any, of any liens or encumbrances upon said contract or the underlying property. Except, however, should, prior to the hearing on this offer, it be determined that the said contract is invalid, you shall have the right to withdraw the within offer and the trustee shall refund the earnest money which you will pay upon the execution of this offer. The burden of determining the validity or invalidity of said contract lies solely with you and unless you establish the invalidity of the said contract prior to the entry of an order approving the within offer, you shall have no rights thereafter to rescind the purchase for any reason whatsoever and the purchase shall become final upon the entry of an order approving same.

6. The contract and property are being sold subject to any and all liens and encumbrances which may exist, if any, except said property is being sold free and clear of:

- a) Any liens or claims which are the subject of any claims or proceedings now on file in the bankruptcy proceedings of Leisure Planning Corporation.
- b) The claims of Messrs. Wilder, Witter, Lucas, Cooley and Sand Hill Financial Company to the proceeds of the said contract to the extent of \$60,000.00, which balance has now been reduced to \$37,863.59.

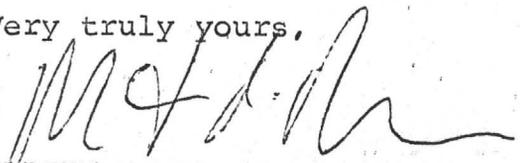
Nuclear Dynamics
Page 4
November 24, 1970

7. In the event liens or claims exist which you take free of pursuant to paragraph 6 (a) of this offer, the trustee shall have the right to withdraw his acceptance without any liability except for a refund of the earnest money. If the trustee is unable to comply with the terms and provisions of the within offer, his sole liability and obligation shall be the return of the \$20,000.00 earnest money which you are to pay pursuant to this offer. In the event any of the conditions upon which the within offer is contingent are not fulfilled, the said earnest money, if and when received, shall be returned forthwith.

8. The trustee has no obligation to make any transfer, conveyance or assignment and shall not be bound to the within offer until an order of the court has been entered approving same.

If the foregoing constitutes your offer, kindly execute the original of the within letter and return same to us along with your check payable to William J. Henry, attorney for Samuel Masia, Trustee in Bankruptcy, in the sum of \$20,000.00.

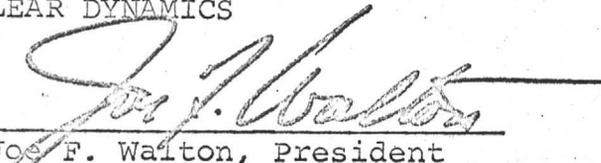
Very truly yours,


MARTIN F. BRECKER

MFB:ES

ACCEPTED AND APPROVED: Subject to the attached Addenda

NUCLEAR DYNAMICS

By: 

Joe F. Walton, President

November 30, 1970

Messrs. Samuel Masia, Esq. and Martin F. Brecker, Esq.

Gentlemen:

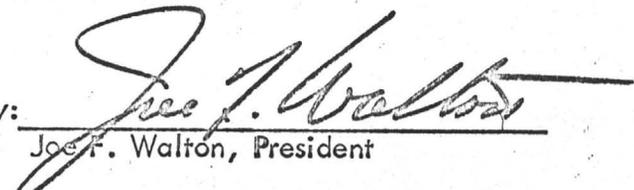
In accordance with my telephone conversation with Mr. Brecker this date, the acceptance and approval to which this Addenda is attached and the offer to purchase contained therein are executed and made subject to the following agreed conditions:

1. The Order to be issued by the Bankruptcy Court approving the attached offer to purchase will provide that any proceeds accruing to the Contract of Sale and Purchase on or after December 1, 1970, shall be the property of, and payable to, Nuclear as the purchaser, and
2. That five (5) or more days prior to the date for closing, the Trustee or his attorney will furnish Nuclear with an exact copy of the items proposed to be delivered under Paragraph 4 (a), (b), (c) and (d).

A copy of this Addenda shall be accepted by the Trustee or his attorney, Martin F. Brecker, and returned to Nuclear.

Very truly yours,

NUCLEAR DYNAMICS, INC.

By: 
Joe F. Walton, President

ACCEPTED AND APPROVED:

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In the Matter

-of-

LEISURE PLANNING CORPORATION,

Bankrupt.

In Bankruptcy.

No. 70 B 554

NOTICE OF MEETING
OF CREDITORS.

-----X

S I R :

PLEASE TAKE NOTICE that a meeting of creditors will be held before the undersigned Referee in Bankruptcy on the day of December, 1970, at o'clock in the noon, in courtroom #236, in the United States Courthouse, Foley Square, New York, New York, to consider the offer of Nuclear Dynamics, Inc., to the trustee in bankruptcy, to purchase all of the trustee's right, title and interest, acquired by operation of law from the bankrupt in and to that certain chose in action known as the Banner mining contract dated April 1st, 1961, and in and to those certain patented and unpatented lode mining claims described therein, for a purchase price of \$200,000.00. The sale is proposed to be made without any warranties of title or any other warranties whatsoever and subject to any and all liens and encumbrances except that such sale shall be free and clear of any liens or claims which are the subject of any claim or proceeding now on file in the within

bankruptcy proceeding and free of the claims of certain alleged pledgees of the said Banner mining contract pursuant to a certain pledge agreement dated June 5th, 1970. The offer and proposed sale is subject to all of the specific terms and conditions contained in a written offer dated November 24, 1970, which offer along with a copy of the Banner mining contract and description of the patented and unpatented lode mining claims are on file with the Referees in Bankruptcy of this court and may be examined by any interested party in the office of the Clerk of the Referees in Bankruptcy of this court.

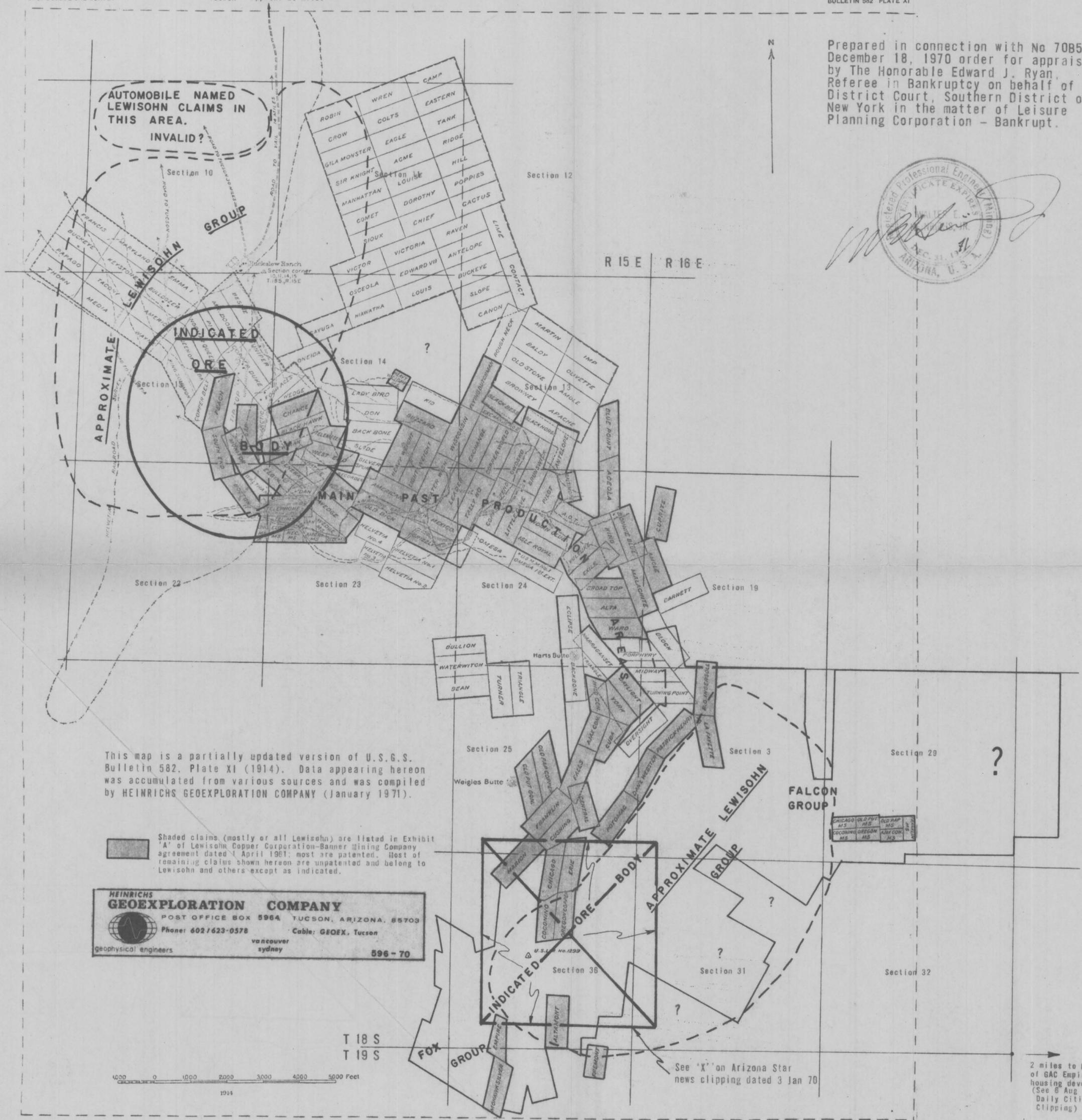
PLEASE TAKE FURTHER NOTICE that at the meeting of creditors aforesaid, the court shall consider any better offer for said property as may then and there be made upon condition that no better offer shall be approved without depositing with the attorney for the trustee in bankruptcy, by cash, certified or bank check the full amount of the successful offer which shall be held in escrow subject to the entry of an order approving said offer and the delivery of such documents of title as is provided in said offer.

Dated: New York, N. Y.
December , 1970.

Yours, etc.,

WILLIAM J. HENRY
Attorney for Trustee
Office & P. O. Address
40 Exchange Place
New York, N. Y. 10005

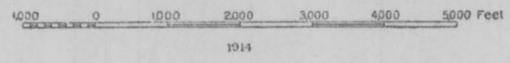
Prepared in connection with No 70B554. December 18, 1970 order for appraisal by The Honorable Edward J. Ryan, Referee in Bankruptcy on behalf of U.S. District Court, Southern District of New York in the matter of Leisure Planning Corporation - Bankrupt.



This map is a partially updated version of U.S.G.S. Bulletin 582, Plate XI (1914). Data appearing hereon was accumulated from various sources and was compiled by HEINRICHS GEOEXPLORATION COMPANY (January 1971).

Shaded claims (mostly or all Lewisohn) are listed in Exhibit 'A' of Lewisohn Copper Corporation-Banner Mining Company agreement dated April 1961; most are patented. Most of remaining claims shown hereon are unpatented and belong to Lewisohn and others except as indicated.

HEINRICHS GEOEXPLORATION COMPANY
POST OFFICE BOX 5964, TUCSON, ARIZONA, 85703
Phone: 602/623-0578 Cable: GEOEX, Tucson
geophysical engineers vancouver sydney 596-70



MAP SHOWING THE PRINCIPAL MINING CLAIMS IN HELVETIA CAMP AND VICINITY.

2 miles to NW corner of GAC Empire-Sonoita housing development area. (See 8 Aug 70 Tucson Daily Citizen News Clipping)

