MM Form 58
Rev. 1979

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES INFORMATION

Serial No.

Docket No.
COC -

Contract No.
14-23-020-

Contract Date

LIEN AND SUBORDINATION AGREEMENT[1]

To the United States of America:

That certain land in the County of Mineral, State of Colorado,

described as follows:[2] Undivided 3/4 interest in Big Spar Patented Lode Mining Claim, Mineral Survey No. 7795, Royal Arch Mining District, Mineral County, Colorado, Unpatented Lode Mining Claims, A-1 through A-22, recorded at Book 1-C, pages 110 through 131, Mineral County, Colorado

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK Exporation Company, a Colorado corporation[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) [illegible]~~[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ___, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MM Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Lessee and agrees (a) neither to permit any act nor assert any claim in conflict with the rights of this Agreement and (b) to give prompt notice of the Government's rights under this agreement to any transfer, encumbrance, or lease of any of the underground oil, gas, state, or minerals in or upon the land or any fractional thereof, furnishing the Government with the date notice of such notice; and

5. Pursuant to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and understood and agreed that this agreement shall extend and apply thereto.

6. Added provisions None (State "None" or "See Annex No. ____".)

Dated this 2 day of April, 1965.

MK EXPLORATION COMPANY

By Frank M. McKinley (Seal)
Frank M. McKinley

2955 Cherryridge Road (Street)
Englewood, Colorado 80110 (City & State)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

I, John J. Kelley (Name), certify that I am the Secretary (Title—Secretary, etc.) of the corporation named herein; that Frank M. McKinley (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John J. Kelley (Corporate Seal)
John J. Kelley

INT.-GEP. SER., WASH., D.C. 21103

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR OFFICE USE ONLY
Operator
Docket No. OME -
Contract No. 14-23-030 -
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described as follows: 2/ Undivided 3/4 interest in Big Spar Patented Lode Mining Claim, Mineral Survey No. 7795, Royal Arch Mining District, Mineral County, Colorado, Unpatented Lode Mining Claims, A-1 through A-22, recorded at Book 6-C, pages 110 through 131, Mineral County, Colorado

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK Exporation Company, a Colorado corporation 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) Does not have any interest in the land but hereby subordinates any lien, claim, or encumbrance he may have on the land to the lien of the Government under the Contract to the extent of the royalty on production provided for by the Contract.~~ 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit nor suffer any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None (State "None" or "See Annex No. ____".)

Dated this 2 day of April, 1965.

MK EXPLORATION COMPANY

By Frank M. McKinley (Seal)
Frank M. McKinley

2955 Cherryridge Road (Street)
Englewood Colorado 80110 (City & State)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

I, John J. Kelley (Name), certify that I am the Secretary (Title—Secretary, etc.) of the corporation named herein; that Frank M. McKinley (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John J. Kelley (Corporate Seal)
John J. Kelley

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME -
Contract No. 14-23-090 -
Contract Date

LIEN AND SUBORDINATION AGREEMENT[1]

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described as follows:[2] Undivided 3/4 interest in Big Spar Patented Lode Mining Claim, Mineral Survey No. 7795, Royal Arch Mining District, Mineral County, Colorado, Unpatented Lode Mining Claims, A-1 through A-22, recorded at Book 6-C, pages 110 through 131, Mineral County, Colorado

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and MK Exporation Company, a Colorado corporation[3] hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) [illegible]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None ____ (State "None" or "See Annex No. ____".)

Dated this 2 day of April, 1965.

MK EXPLORATION COMPANY

By Frank M. McKinley (Seal)
Frank M. McKinley

2955 Cherryridge Road (Street)
Englewood, Colorado 80110 (City & State)

_____ (Street)
_____ (City & State)

_____ (Seal) _____

_____ (Street)
_____ (City & State)

_____ (Seal) _____

_____ (Street)
_____ (City & State)

_____ (Seal) _____

_____ (Street)
_____ (City & State)

_____ (Seal) _____

_____ (Street)
_____ (City & State)

_____ (Seal) _____

I, John J. Kelley (Name), certify that I am the Secretary (Title—Secretary, etc.) of the corporation named herein; that Frank M. McKinley (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John J. Kelley (Corporate Seal)
John J. Kelley

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR OFFICE USE ONLY
Operator
Docket No. OMI -
Contract No. 14-23-090 -
Contract Date

LIEN AND SUBORDINATION AGREEMENT[1]

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described ~~[illegible]~~[2] in an Option to Purchase Mining Claims (Short Form) dated January 8, 1965, and recorded in Book 110-J, page 188, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and MK Exploration Company, a Colorado corporation[3] hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) [illegible]~~[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 20th day of March, 1965.

MINERAL COUNTY MINING & MILLING COMPANY

By X Walter V. Riddell (Seal)
X Walter V. Riddell, President

13741 Thunderbird Dr - Apt 2C (Street)
Seal Beach, California (City & State)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

I, Mary A. Riddell (Name), certify that I am the Assistant Secretary (Title—Secretary, etc.) of the corporation named herein; that Walter V. Riddell (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mary A. Riddell
Mary A. Riddell (Corporate Seal)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME -
Contract No. 14-23-090 -
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described ~~[illegible]~~ 2/ in an Option to Purchase Mining Claims (Short Form) dated January 8, 1965, and recorded in Book 110-J, page 188, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK Exploration Company, a Colorado corporation 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) [illegible]~~

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 20th day of March, 1965.

MINERAL COUNTY MINING & MILLING COMPANY

By Walter V. Riddell (Seal)
Walter V. Riddell, President

13741 Thunderbird Dr - Apt 2C (Street)
Seal Beach, California (City & State)

(Seal) (Street) (City & State)

(Seal) (Street) (City & State)

(Seal) (Street) (City & State)

(Seal) (Street) (City & State)

(Seal) (Street) (City & State)

I, Mary A. Riddell (Name), certify that I am the Assistant Secretary (Title—Secretary, etc.) of the corporation named herein; that Walter V. Riddell (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mary A. Riddell (Corporate Seal)
Mary A. Riddell

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME -
Contract No. 14-23-090 -
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described ~~in the document~~ 2/ in an Option to Purchase Mining Claims (Short Form) dated January 8, 1965, and recorded in Book 110-J, page 188, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and MK Exploration Company, a Colorado corporation 3/ hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) [illegible]~~

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 20th day of March, 1965.

MINERAL COUNTY MINING & MILLING COMPANY

By Walter V. Riddell (Seal)
Walter V. Riddell, President

13741 Thunderbird Dr - Apt 2C (Street)
Seal Beach, California (City & State)

(Street)
(City & State)

(Seal) (Seal)

(Street)
(City & State)

(Seal) (Seal)

(Street)
(City & State)

(Seal) (Seal)

(Street)
(City & State)

(Seal) (Seal)

(Street)
(City & State)

(Seal) (Seal)

I, Mary A. Riddell (Name), certify that I am the Assistant Secretary (Title—Secretary, etc.) of the corporation named herein; that Walter V. Riddell (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mary A. Riddell
Mary A. Riddell (Corporate Seal)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR OFFICE USE ONLY
Operator
Docket No. OCS -
Contract No. 14-23-080 -
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Mineral, State of Colorado,

described ~~xxxxxxxx~~ 2/ in an Option to Purchase Mining Claims (Short Form) dated February 15, 1965, and recorded in Book 110-J at page 189, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK EXPLORATION COMPANY, a Colorado corporation 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) ~~[illegible]~~ 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

Harry L Larson

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 17 day of March, 19__.

Harry L. Larson (Seal) Creede, Colorado (Street) (City & State)
Harry L. Larson

Mary L. Larson (Seal) Creede, Colorado (Street) (City & State)
Mary L. Larson

_____ (Seal) _____ (Street) (City & State)

_____ (Seal) _____ (Street) (City & State)

_____ (Seal) _____ (Street) (City & State)

_____ (Seal) _____ (Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

INT.-GOV. PRN., WASH., D.C. 21103

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

GOVERNMENT USE ONLY
Operator
Docket No. CMC -
Contract No. 14-23-080 -
Contract Date

LIEN AND SUBORDINATION AGREEMENT[1]

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described ~~as follows~~[2] in an Option to Purchase Mining Claims (Short Form) dated February 15, 1965, and recorded in Book 110-J at page 189, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK EXPLORATION COMPANY, a Colorado corporation [3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) Being the holder of a claim, lien or encumbrance against the land, hereby subordinates the claim, lien or encumbrance in or against the land and in and to the rights of the Government under the Contract to the rights of the Government under the Contract and to any claim or lien or encumbrance~~[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

Harry J. Larson

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions none (State "None" or "See Annex No.____".)

Dated this 17 day of March, 19__.

Harry L. Larson (Seal)	Harry L. Larson	Creede, Colorado	(Street) (City & State)
Mary L. Larson (Seal)	Mary L. Larson	Creede, Colorado	(Street) (City & State)
_____ (Seal)		_____	(Street) (City & State)
_____ (Seal)		_____	(Street) (City & State)
_____ (Seal)		_____	(Street) (City & State)
_____ (Seal)		_____	(Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-GEP. SER., WASH., D.C. 21103

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OMX -
Contract No. 14-23-090 -
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Mineral, State of Colorado,

described ~~XXXXXXXXXX~~ 2/ in an Option to Purchase Mining Claims (Short Form) dated February 15, 1965, and recorded in Book 110-I at page 189, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK EXPLORATION COMPANY, a Colorado corporation 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) ~~XXXXXXXXX

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 17 day of March, 19__.

Harry L. Larson (Seal) Creede, Colorado (Street) (City & State)
Harry L. Larson

Mary L. Larson (Seal) Creede, Colorado (Street) (City & State)
Mary L. Larson

_____ (Seal) _____ (Street) (City & State)

_____ (Seal) _____ (Street) (City & State)

_____ (Seal) _____ (Street) (City & State)

_____ (Seal) _____ (Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

Office of Minerals Exploration

March 24, 1967

Mr. Frank M. McKinley, President
MK Exploration Company
2955 Cherryridge Road
Englewood, Colorado 80110

Subject: MK Exploration Company (Silver, lead, zinc)
Spar City Property
Mineral County, Colorado

Dear Mr. McKinley:

The OME application for financial assistance in minerals exploration dated March 20, 1967, Copy No. 2 on the above-mentioned subject has been received in this office. We note that in your cover letter to Mr. Frank E. Johnson, Chief, that you have sent one copy of the application to Washington. You should be hearing from the Washington office in the near future.

Sincerely yours,

J. William Hasler

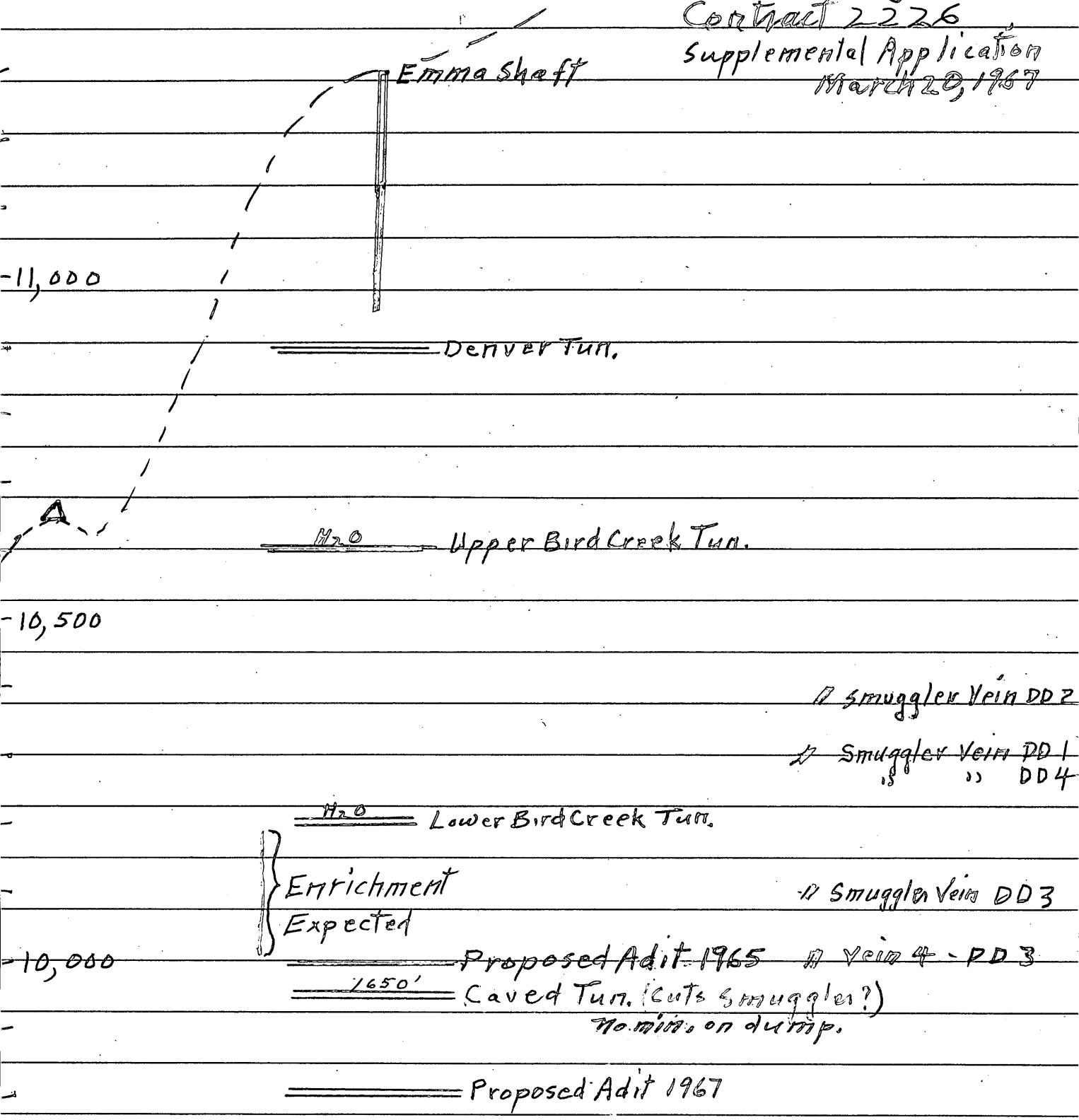
J. William Hasler
Field Officer, Region III
Office of Minerals Exploration

MEClark/mc/3/24/67

cc: Chief, OME ✓
Hasler chron
OME chron
McKinley application file

OME-6440 (Silver)
MK Exploration Company
Bird Creek Mine
Mineral County, Colo.
Contract 2226
Supplemental Application
March 20, 1967

Selected Altitudes



If approved we will

Need a map (200 scale) showing:

1. Outline of property (include correct status of D.J.S claim)

2. All old workings — names.

3. OME drill holes & mineralized intercepts

5. Proposed exploration

4. Strike and dip of veins — names

Need a longitudinal section or 2 cross sections at target areas

Same scale — showing ALTITUDES

And:

2. Old workings — names

3. OME Drill holes + min. intercepts (altitudes not shown on logs) and ASSAYS

5. Proposed exploration

1. Lithologic units (if all in same unit then say so.)

4. Vein intersections (projected)

2955 Cherryridge Road
Englewood, Colorado
March 20, 1967

OFFICIAL
COPY
O. M. E.
RECEIVED
MAR 28 1967
INITIALS | CODE
110

Mr. Frank E. Johnson, Chief
Office of Minerals Exploration
Room 4460, Interior Building
Geological Survey
Washington, D. C. 20240

Dear Mr. Johnson:

Accompanying this letter is an application for OME assistance for mining property near Spar City, Mineral County, Colorado. As you will see fromtthe application, previous work has been done on this property employing OME assistance under OME Contract No. 14-23-090-2226.

We believe that the information developed concerning this property to date fully justifies the program as outlined in the application. In recognition of the elevations and climatic conditions in the area, we would like to get this program started by May 1, 1967, which will permit us to be so prepared that we will be able to continue the program throughout the winter. Fortunately, due to the light snow fall in that area this winter, we are confident that conditions will be favorable to starting the program by May 1.

Yours very truly,

MK EXPLORATION COMPANY

President

FMcKinley/aeb

CONTENTS

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II.	APPLICANT'S RIGHTS IN LAND	1
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IV.	ACCESSIBILITY OF PROPERTY	3
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EXHIBITS

1 - Correspondence with Credit Sources

2 - Purchase Contracts with Land Owners

3 - Claim Map of Applicant's Lands

4 - Legal Descriptions of Applicant's Lands

5 - Lien and Subordination Agreements with Property Owners

6 - Exploration Plan and Geologic Map

7 - Property Location Map

8 - Topographic Map

9 - Mercury Profiles in Portal Area

10 - Experience Records of John J. Kelley and Richard R. Lehman

11 - Miscellaneous Unit Costs

MME Form 40
Jan. 65

Budget Bureau No. 42-R1368
Approval expires Dec. 31, 1968

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

Pursuant to Public Law 85–701 (72 Stat. 700; 30 U.S.C. 641)

NAME OF APPLICANT *(Full legal name and mailing address as they should appear on contract if one is executed.)*

MK Exploration Company
2955 Cherryridge Road
Englewood, Colorado 80110

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER

DATE RECEIVED

REGION

DIVISION CODE

BUSINESS ORGANIZATION *(Check one)*

INDIVIDUAL	
CORPORATION	X
PARTNERSHIP	
OTHER *(Specify)*	

STATE IN WHICH FIRM IS ORGANIZED Colorado

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE
Frank M. McKinley	(Same as Applicant)	President
Geraldine H. McKinley	" "	Secretary
John J. Kelley	1801 Arapahoe Street Golden, Colorado	V. Pres.

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE
Silver, Lead, Zinc

ESTIMATED COST OF PROJECT
$ 296,250.00

PROPERTY NAME	LOCATION COUNTY	STATE
Spar City	Mineral	Colorado

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. III). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit two copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Office of Minerals Exploration, Department of the Interior, Washington 25, D. C., or with the nearest OME Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

March 20, 1967
DATED

Frank M. McKinley
BY *(Signature)*

President
TITLE

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense. U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include true copies of correspondence which show: (1) date of loan request, (2) amount and terms requested, (3) proposed use of loan funds, and (4) the replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

(b) List names and addresses of affiliated, parent, or controlling companies or organizations and state extent and nature of their interest.

(c) State how you propose to furnish your share of the cost of the exploration work.

2. Applicant's Rights in Land:

(a) State your interest in the land and mineral rights, whether owner, lessee, purchaser under contract, or other. If you are not the owner, submit one true copy of the lease, contract, or other document (with address of owner) under which you control the property. Describe all liens, mortgages, or other encumbrances on the land and state book and page number and official place where recorded.

(b) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all adjacent land which you own or control. Describe any part of the land or workings which should not be subject to Government royalty and liens. If the land consists of unpatented claims, state book and page number for each recorded location notice, including amended locations, and official place where recorded. State all the names by which you know the property.

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements on MME Form 52. If the agreements cannot be obtained, state reasons and provide copies of letters of refusal.

3. Physical Description:

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the land. Include existing mine workings and all production facilities.

(b) State your interest, if any, in operations described in (a).

(c) State, if you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves, giving quantities and grades and sampling methods used. Support your statement with copies of assay certificates and assay maps if available.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) State your reasons for expecting to find ore, and if you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you have, indicating whether you require their return.

4. Accessibility of Property:

(a) To aid the OME representative who may examine the property, state name and address of person who will meet him; give directions for reaching the property; and describe accessibility of property and of any mine workings.

(b) Name the shipping and supply points and state the distances to the property.

5. Exploration Work:

(a) Describe fully the proposed exploration work giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and sections as necessary. Show location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *land boundaries* or to the closest identifiable corner.

(b) If an access road must be built, show the proposed location on the property map and state the length, type and construction methods proposed.

(c) If an OME contract is executed, state how soon thereafter work would be started and finished. State your anticipated average daily or monthly rate of progress for each type of work.

6. Experience:

State your operating experience and background to conduct this exploration work and also that of the person who will supervise the work.

7. Estimate of Costs:

Furnish detailed estimates of the necessary costs *for each item of the work proposed in 5(a)* under the headings listed below with a total for each heading and the estimated total cost of the work. Costs for any work to be performed by an independent contractor should be listed separately under category (a) below. Costs for any work that is not to be performed by an independent contractor should be listed under categories (b) through (g).

(a) Independent contracts. State the total cost of any proposed independent contract for all or any part of the work, and the number of units and the unit cost for each type of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, or per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. (*Note*—If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. The cost of supervision, engineering and geological services, outside consultants, and labor should be itemized by numbers and classes of employees; rates of wages, salaries or fees; and periods of employment. State whether these services are available.

(c) Operating materials and supplies. List items of material and supplies giving quantity and cost of each. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of equipment and tools costing $50 or more per unit. Give specifications and indicate how each item is to be acquired—i.e., rented, purchased or provided by the applicant. If rented or purchased, state the estimated rental or purchase price. If furnished by the applicant, state condition and present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant which will be used in the exploration work.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration work, stating specifications and cost including labor, materials, and supervision.

(g) Miscellaneous. Describe the type and estimate the cost of repairs and maintenance of the operating equipment listed in 7(d). Do not repeat initial repairs listed in 7(e). Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories. [*Note*—The Government will not contribute to costs incurred before the date of the contract, or to costs of or incident to: (1) acquiring, using, or possessing land and any existing improvements, facilities, buildings, installations, and appurtenances, or the depreciation and depletion thereof; (2) general overhead, corporate management, interest and taxes (other than payroll and sales taxes); (3) insurance (other than employees' liability insurance); and (4) damages to persons or property (other than authorized repair to or replacement of equipment or other property used in the work).]

INT.-DUP. SEC., WASH., D.C

I. FINANCIAL ELIGIBILITY

A. Applicant proposes to explore geologic targets in the vicinity of Spar City, approximately 14 miles south of Creede, Colorado, for commercial deposits of silver, with lead and zinc. Recognizing that such an undertaking has inherent in it a degree of risk greater than that normally assumed by private exploration companies, Applicant would not normally undertake such exploration at its sole expense under current economic conditions.

MK Exploration Company has approached its bankers as to the availability of funds from commercial sources. Such funds are not available from the usual sources of finance, as evidenced by letters, Exhibit 1.

B. None

C. MK Exploration Company will make available from private sources as required sufficient funds to carry Applicant's share of the project.

II. APPLICANT'S RIGHTS IN LAND

A. MK Exploration Company has contractural rights in the following two groups of claims (purchase contracts are attached as Exhibit 2) and contracts are recorded in the Mineral County Court House at Creede, Colorado:

The Bird Creek Mine group from Mineral County Mining and Milling Company, recorded Book 110-J, Page 188:

Claim Name	Patent Survey No.
Smuggler	16670
Smuggler No. 1	16670
Per Cent No. 1	16670
Big Per Cent	16670
Little Per Cent	16670
Per Cent No. 12	19538
Per Cent No. 15	19538
World	8294

The Larson group (unpatented, from Harry L. and Mary L. Larson) recorded Book 110-J, Page 189:

Royal Basin No. 1	Laura Etta
Royal Basin No. 2	Laura Etta Extension
Royal Basin No. 3	Theresa
Little Anna	Columbine

Additionally, MK Exploration Company owns the following land received from John J. Kelley, recorded at the Mineral County Court House, Creede, Colorado:

> Twenty-two unpatented lode claims, A-1 through A-22, adjacent to or overlapping the aforementioned groups, recorded in Book 110-J, Page 171.
>
> An undivided 3/4 interest in and to the Big Spar Lode Mining Claim, Patent Survey No. 7795, recorded Book 110-J, Page 171.

A claim map of these holdings is attached as Exhibit 3. There are no liens, mortgages or other encumbrances on the land.

B. Legal description of Applicant's property is shown in Exhibit 4 attached.

C. Lien and Subordination Agreements from property owners on MME Form 52 are attached as Exhibit 5, with 3 extra copies attached to the letter of transmittal for this application. The originals of these Agreements are on file with OME, as they were submitted with Applicant's application of April 2, 1965, Docket No. 6440 (silver). D.J.S. claim not listed but the map (Ex.3) shows it as part of MK land

III. PHYSICAL DESCRIPTION

A. No mining or exploration work is presently being conducted on or near Applicant's property. All recent exploration activity took place in 1965 and 1966. The 1965 exploration consisted of geologic mapping and opening of 3 trenches by Applicant. In 1966 Applicant drilled 4 core holes on the property with assistance from OME. The results of that drilling are in OME files as Contract No. 14-23-090-2226. The Exploration Plan and Geologic Map, Exhibit 6, summarizes the geological knowledge of the property.

While a number of shallow test pits, shafts and short tunnels were opened on the property in the 1890's, only a few were significant in size. All of the known workings are described on pages 11 through 16, Report of Examination, dated January 15, 1965, which was filed with OME as Exhibit 2 in Applicant's application of April 2, 1965, Docket No. 6440 (silver).

B. Applicant's only interest in the work described above was in the 1965 and 1966 exploration.

C. Unknown

D. Unknown

E. A description of the areal geology is given by Thomas A. Steven of the U. S. Geological Survey in the following reference:

Steven, Thomas A., 1964. Geologic Setting of the Spar City District, San Juan Mountains, Colorado: Art. 146 in U. S. Geol. Survey Prof. Paper 475-D, Pages D-123 to D-127.

Applicant has determined from his exploration that several south-trending vein structures exist on the property and has confirmed the locations and persistence of some of these by mapping and core drilling. For specific geologic details, maps, etc., attention is invited to the following documents in OME files:

1. Final Report and Monthly Progress Reports to OME, September, 1966 to January 31, 1967, Contract No. 14-23-090-2226.

2. Amendment to OME-6440 (silver), March 31, 1966, by MK Exploration Company.

3. Supplement to OME-6440 (silver), August 3, 1965, by MK Exploration Company.

4. OME Application of MK Exploration Company, April 2, 1965.

F. There is no reason to expect the Spar City veins to be different in physical character and mineral content from all of the ore occurrences in the Bulldog, Amethyst and Solomon-Ridge Faults. The faults at Spar City were active during the economically important last period of faulting around the Creede caldera (Prof. Paper 475-D) to provide sites for mineral deposition. The existence and location of fault structures has been established by surface studies and confirmed by core drilling. From old mine dumps and fragmentary reports, newspaper releases and personal correspondence of persons who were in the mines, as well as hydrothermal alteration and mineralization halos of silver and copper proven by core sampling, there can be no doubt that mineralization did take place in these structures, and that ore was produced from some of them. Since the vein matter cannot be recovered by coring, and accesses to old workings are hopelessly caved, discovery must result from underground investigation of the veins through new openings.

G. Not applicable

IV. ACCESSIBILITY OF PROPERTY

A. The OME representative will be guided to the property by the following individual:

John J. Kelley Exploration Services 16 W. 13th Avenue Denver, Colorado 80204	Telephones: Bus., 222-4379 Res., 279-3166

The property is reached by traveling south from Creede for 1 mile to the Creede Airstrip, then west 4 miles to the road junction at the Rio Grande River. Turn south and follow the road to Spar City, 9 miles. A location map showing the route from Creede is attached as Exhibit 7.

A public road south of Lime Creek crosses the north end of Applicant's land and access to the interior is by two mine roads (see Topographic Map, Exhibit 8).

The only accessible opening is the Denver Tunnel on the west side of the property. All other tunnels and shafts are caved or closed with ice.

B. The town of Creede, 14 miles by road from the property, is the nearest shipping and supply point. It is served by a standard gauge branch line of the Denver & Rio Grande Railroad and has adequate siding and loading facilities.

Creede has been an active mining community since the earliest silver discoveries in that part of Colorado and local business enterprises are prepared to furnish all needed mining supplies.

Adequate labor is available locally and REA single-phase power has been extended to the Spar City resort. Three-phase power is available at Creede. Ample water for mining purposes is present on the property.

V. EXPLORATION WORK

A. The proposed exploration work consists of driving an adit southward on the Smuggler vein from a 325-foot southeast crosscut from the portal to the vein (see Exploration Plan and Geologic Map, Exhibit 6). At an overall distance of 1,725 feet (at about U. S. L. M. 7795), the vein will enter the area previously designated as the target for core drilling and now called Target Area No. 1. Except for the entrance crosscut of approximately 325 feet, all of the aforementioned drift will be in exploration of the structure confirmed by core drilling and is in no sense "dead work".

The drift will be continued through the Target Area No. 1 for 1,500 feet and will have 3 crosscuts in that reach to explore for other veins confirmed by core drilling:

1. A 200-foot crosscut easterly on entering the north end of the target area, 250 feet north of DDH No. 4, to cut Structure No. 2 and the Morning vein.

2. A 300-foot easterly crosscut under DDH No. 3 to cut Structure No. 2, the southwest-trending veins discovered in trenching and confirmed in core drilling, and the Morning vein.

3. A 150-foot easterly crosscut under DDH No. 2 to examine Structures 2 and 4

The drift will then be continued an additional 1,150 feet into Target Area No. 2, which will place the heading at the site of known ore production in 1929, when the Lower Bird Creek Mine was closed temporarily because of a fatality and was unable to reopen the following spring because of the 1929 panic.

A total of 5,025 feet of 6'x8' opening is contemplated in the program, which can be separated into two phases:

Phase I - Exploration of Target Area No. 1

Crosscutting	975 feet
Drifting	2,900
Total	3,875 feet

Phase II - Exploration of Target Area No. 2

Crosscutting	None
Drifting	1,150 feet
Total	1,150 feet

Denver Topo. Altitude 10520?
Proposed Portal Altitude 9,800

Applicant has located the Smuggler vein on surface in the vicinity of the proposed portal by mercury halo geochemical technique to supplement earlier self potential work. By so doing he has eliminated conjecture as to the location of the vein. By locating the portal as shown on the exploration plan it will be possible to inspect a hanging wall vein en route via crosscut to the Smuggler, and perhaps a second hanging wall vein in the portal cut. A further advantage is gained in having the portal in less altered and fractured ground between veins as the adit enters bedrock. See Exhibit 9 for mercury profiles.

Applicant intends to longhole drill the walls of the adit in approximately 20 locations to investigate alteration halos and divergent structure encountered in drifting. Much the same drilling results can be anticipated as were obtained from core drilling. However, Applicant believes that for short distances (up to 50 or 75 feet) in altered rock the Le Roi dust collector type of air leg drill will be more successful than any other equipment, provided the rock is dry. If too wet, the conventional air leg drill will have to be used.

B. An access road is shown on the exploration plan, calling for 500 feet of constructinn on Applicant's ground to connect the portal site with the public road. It will be constructed with a D-7 (or equivalent size) dozer, 20 feet wide including shoulders, and will be rock-surfaced.

C. Snow conditions will permit work to commence on surface preparation about May 1, 1967. Approximately one month will be needed to do the grading and road construction while equipment and personnel are being mobilized for underground work. Thereafter the adit and crosscuts can be driven at an average rate of 13 feet per day, 25 days a month, 2-shift operation.

An allowance of 10% is made for each phase because of possible extreme weather conditions or excessive timbering. Thus, all of Phase I may take 14.5 months, Phase II 3.5 months, and the entire project 18 months.

VI. EXPERIENCE

The management, engineering and geologic studies connected with this project will be performed by John J. Kelley, whose experience record is attached in Exhibit 10. Mr. Kelley's services will be required for a cumulative 10 days per month to perform these duties. Direct supervision will be the responsibility of Mr. Richard R. Lehman, whose experience record is also in Exhibit 10. Mr. Lehman will be a full time supervisor.

VII. ESTIMATE OF COSTS

A. Independent Contracts

Dozer and surfacing work will be performed by Mineral County's personnel and equipment at the low rates shown as an encouragement to the mining industry:

	Phase I	Phase II
Dozer to construct road and prepare dump site - 60 Hrs. Dozer to excavate portal to bedrock - 70 Hrs. Total dozer, 130 Hrs. @ $12.50	$1,625.00	None
400 cu. yds. rock surfacing delivered, spread and graded on access road @ $5.00	2,000.00	None
Total of Independent Contracts	$3,625.00	None

B. Personal Services

Geological Engineer-Project Manager. This individual will be engaged in a contracted capacity, not as an employee of Applicant. Duties of the position do not justify a full time employee, and a person qualified by education, training, and experience to perform these tasks on a part time basis has to be one from the field of consulting. The fee stated includes payroll taxes and insurance, travel, lodging, food and transportation by 4-wheel drive vehicle, all paid by the individual out of his fee:

	Phase I	Phase II
10 days / mo @ $100.00 / day	$14,500.00	$3,500.00
Direct supervision, full time:		
$900.00 per 25-day month	13,050.00	3,150.00
Mechanic (1), full time:		
25 days / mo @ $26.00, $650 / mo	9,425.00	2,275.00
Miners (6), full time:		
25 days / mo @ $24.50, $612.50/mo	53,287.50	12,862.50
Laborer (1), full time:		
25 days / mo @ $22.00, $550.00/mo	7,975.00	1,925.00
Total Personal Services	$98,237.50	$23,712.50

The above personnel are available.

C. Operating Materials and Supplies
(See Exhibit 11, Miscellaneous Unit Costs)

Track - 300 ft. on dump plus underground @ $2.25 / ft	9,393.75	2,587.50
Track switches (6) @ $150.00	900.00	None
Timber - estimate 40% of drifts and 15% of crosscuts will require timbering @ $6.30 / ft	8,227.80	2,898.00
Explosives @ $5.40 / ft opening	20,925.00	6,210.00
Drill steel & bits @ $1.45 / ft opening	5,618.75	1,667.50
Fuel - Compressor & Generator, 4,000 gal / mo @ $0.17 / gal	9,180.00	2,380.00
Space heat @ $15.00 / mo ave.	202.50	52.50
Pickup truck, 100 gal / mo @ $0.35	472.50	122.50
Lubricants for operating equipment	500.00	150.00
1,000 lbs. nails @ $14.50 cwt.	145.00	43.50
Ventilation pipe @ $2.63 / ft	8,481.75	3,024.50
Compr. air & water pipe @ $1.13 / ft	3,644.25	1,299.50
5 - 4" air valves @ $36.00	180.00	None
5 - 2" water valves @ $16.00	80.00	None
Equipment and tools under $50.00 each (Includes picks, shovels, track jack, hammers, moilles, axes, pick and axe handles, rake, wheelbarrow, saws, hoses, air and water fittings, manifolds, and shop tools)	1,000.00	None

	Phase I	Phase II
Power - By generator shown in par. D below.		
Water - To be hauled from local creek until supply is developed underground.		
Miscellaneous engineering tools and supplies	$100.00	None
Total Operating Materials & Supplies	$69,051.30	$20,435.50

D. Operating Equipment

To be rented:

1 Pipe groover (Union Supply Co.) @ $120.00 / yr	135.00	35.00
1 600 cfm diesel compressor (Denver Air Machinery) @ $800 / mo	10,800.00	2,800.00
1 4-wheel drive pickup (Four Wheel Drive Rentals) @ $150 / mo	2,025.00	525.00
10 Mine Lamps & charger @ $1.75 ea/mo	236.25	61.25
1 Battery for 1.5-ton Atlas motor (Gould National Battery Co.) @ $110 / mo (1-year rate)	1,320.00	None
1 Diesel generator set, 115/230/440 v, 40 Kw, (Western States Machinery) @ $350 / mo	4,725.00	1,225.00
1 4-ton tramming motor with 2 batteries & charger (Western States Machinery) @ $500 / mo	6,750.00	1,750.00
1 Eimco 21-B loader (Western States Mach.) @ $375 / mo	5,062.50	1,312.50
10 32-36 cu ft RD mine cars (Western States Mach.) @ $45 ea / mo	6,075.00	1,575.00
2 Le Roi airleg drills, new (Denver Air Machinery) @ $125 ea / mo	3,375.00	None
1 Le Roi dust collector airleg drill (Denver Air Mach.), 3 mo @ $150	300.00	150.00
1 Set mining machinery & equipment @ $250 / mo (See Exhibit 11 for list)	3,375.00	875.00
Total rentals	$44,178.75	$10,308.75

Note:

The above rentals are based on standard prices of established equipment rental companies. Frequently items can be rented or purchased from tunneling or mining companies for much less. If the OME contract provides Operator latitude to purchase

rather than rent when substantial price advantage is to be gained, the above totals can be reduced by 25%.

	Phase I	Phase II
Total Operating Equipment Rentals	$33,000.00	$7,750.00

To be purchased:

1	Arc welder, Hobart G-261, new (U. S. Welding Co., Denver)	1,500.00	None
2	1.5-ton chain hoists and rails, used	200.00	None
1	300-gal. water tank for haulage, used	150.00	None
1	gasoline water pump, used	75.00	None
1	blasting machine, new	170.00	None
1	car pass, new	650.00	None
1	Atlas Copco bit sharpener, new	350.00	None
1	jimcrow, new	75.00	None
1	set office equipment - typewriter, desk, drafting table, map file, letter file, etc.	750.00	None
	Total Operating Equipment Purchases	$3,920.00	None
	Total Operating Equipment	$36,920.00	$7,750.00

E. Initial Rehabilitation and Repairs

No existing buildings, fixtures or installations presently exist at the site. It is estimated, however, that $2,500.00 (not otherwise provided for) will be required to transport purchased and rented equipment from their present locations to the job, and to convert the 12-B mucker to 24" gauge.

Total Initial Rehabilitation and Repairs	2,500.00	None

F. New Buildings, Fixtures, Installations

The project will require 5 surface structures, all to be constructed new, since there are no existing facilities. They are: a shop building, a change-room and office building, a shelter for compressor and generator, an explosives magazine, and a sheltered charging station. Labor for erection of these structures will require 2 carpenters for 50 days each at a daily rate of $26.00. Total labor cost will be $2,600.00.

The shop building will 16'x24', have a concrete floor with track connecting to mine trackage, and will be insulated

and heated. It will have an overhead door at the track entrance, one walk-in door and 2 windows. A building of the same dimensions and construction, with 2 walk-in doors and two windows, and a partition will serve as a change room and office facility. Prefabricated metal buildings can be purchased, delivered to the site, floors, heaters and partition added, for a total materials cost for both buildings of $4,000.00.

The shelter for the compressor and generator will be 16'x20'. It will have a concrete floor, metal shed roof and no heater or insulation. The walls will be framed to provide doorways on one side and the other 3 sides will be hinged panel construction so they can be opened for maximum ventilation. The materials cost of this facility will be $750.00.

The explosives magazine will be sand-filled frame construction, 10'x10'x8' high, with wood floor and roof. It will have one door of 2-inch lumber covered with 3/8" steel plate. Its materials cost will be $300.00.

The charging station shelter will be constructed of timber and lumber adjacent to the portal entrance where a side track will provide a standing place for exchanging and charging batteries of motors. Materials cost, including wiring, will be $400.00.

	Phase I	Phase II
Total New Buildings, Fixtures, Installations	$8,050.00	None
G. Miscellaneous		
Repairs and Maintenance:		
Compressor	250.00	50.00
Pickup - service @ $7.50 / mo	101.25	26.25
Generator	50.00	25.00
4-ton trammer	50.00	10.00
21-B loader	50.00	10.00
Mine cars	150.00	50.00
Le Roi drills (2 conventional)	1,000.00	250.00
Set machinery & equipment		
12-B mucker	50.00	10.00
Cleveland jacklegs (2)	150.00	50.00
Remington saws (2)	100.00	25.00
Rotal Repairs & Maintenance	$1,951.25	$506.25

Analytical Work:

Applicant intends to cut a channel sample every 10 feet in the face or back of the openings whenever in vein material and to sample car tops of vein muck, making a composite muck

sample for each three rounds. These, plus samples of veins cut by crosscuts will be assayed for Au, Ag, Pb, Zn and Cu at a cost of $8.50 each. It is estimated that 300 samples of this kind will be taken in Phase I and 190 in Phase II, their analytical cost being $2,550.00 and $1,615.00 respectively.

Applicant also plans to assay longhole cuttings or sludge for each 5 feet of hole, as well as selected rocks and samples for silver only, at a rate of $2.50 each. Assaying in this category will cost:

Phase I - 200 @ $2.50	$500.00
Phase II - 75 @ $2.50	187.50

	Phase I	Phase II
Total Analytical Work	$3,050.00	$1,802.50
Accounting - @ $50.00 per mo	725.00	175.00
Workmen's Compensation Insurance:		
The present Colorado rate is $4.37 / $100 for the first $5200 earning per employee per year. To be covered are: supervisor, temporary carpenters, mechanic, miners, laborer.	3,543.52	883.29
Payroll Taxes:		
Employer's unemployment tax and FICA together will be 7.5% of the taxable payroll	6,475.31	1,515.94
Miscellaneous:		
Map reproduction, typing, telephone, postage and mailing of samples, etc., estimated @ $100 / mo	1,450.00	350.00
Sales Taxes:		
Approximately $80,000 in Phase I and $21,000 in Phase II will be subject to Colorado Sales Tax of 3.5%	2,800.00	735.00
Total Miscellaneous	$19,995.08	$5,967.98
TOTAL ESTIMATE OF COSTS	$238,378.88	$57,865.98
TOTAL OF PHASE I AND PHASE II	$296,244.86	

Exhibit 1

2955 Cherryridge Road
Englewood, Colorado 80110
March 15, 1967

Mr. Willard F. Bozett
Vice President
Colorado National Bank of Denver
P. O. Box 5168 Terminal Annex
Denver, Colorado 80217

Dear Mr. Bozett:

We hereby submit for your consideration our application for a loan in the amount of $222,200.

The loan proceeds would be used for exploration of a group of patented and unpatented mining claims in the Royal Arch Mining District near Spar City, about 14 miles south of Creede, Colorado, known as the Spar City Prospect. Preliminary core drilling and geological and geophysical investigations have been made, and we would undertake a tunneling and cross-cutting project to confirm the geologic inferences obtained. The program contemplated is estimated to cost $296,250, of which $222,200 would be provided by the loan and $74,000 would be from the equity capital to be raised by us. The loan proceeds would be advanced as required to carry out the project, but only as our own funds are made available.

Inasmuch as we would not be in a position to repay the loan except out of production from the property in the event the exploration is successful, we would ask that there be no corporate liability for the loan, but that principal and interest be repayable only out of some reasonable percentage of the first net smelter returns on ore produced from the property. In this connection we are advised that the property owners would subordinate their interests in the property to the loan.

In our opinion the property has excellent prospects for production of silver, lead, and zinc. Please advise us whether or not you would be interested in considering a loan upon terms as outlined above. We will be glad to provide you with further information as to the description of the property, present geological information, and our specific exploration plans. We would also want to discuss with you the interest rate and the appropriate percentage of net smelter returns to be committed for payment of the loan.

Very truly yours,

MK EXPLORATION COMPANY

President

FMcKinley/aeb

THE
COLORADO NATIONAL BANK OF DENVER
SEVENTEENTH STREET AT CHAMPA • DENVER, COLORADO 80202 • PHONE 222-9311

March 20, 1967

RECEIVED
MAR 21 1967
Ack. #

MK Exploration Company
2955 Cherryridge Road
Englewood, Colorado 80110

Gentlemen:

With reference to your letter of March 15, 1967, this Bank is not in a position at the present time to make a loan to you in the amount of $222,200.00 because of the present money market, and also because of the purpose for which the money would be used.

Very truly yours,

Willard F. Bozett

Willard F. Bozett
Vice President

WFB:hc

2955 Cherryridge Road
Englewood, Colorado 80110
March 15, 1967

The Peoples Bank
9635 Montview Boulevard
Aurora, Colorado 80010

Gentlemen:

We hereby submit for your consideration our application for a loan in the amount of $222,200.

The loan proceeds would be used for exploration of a group of patented and unpatented mining claims in the Royal Arch Mining District near Spar City, about 14 miles south of Creede, Colorado, known as the Spar City Prospect. Preliminary core drilling and geological and geophysical investigations have been made, and we would undertake a tunneling and cross-cutting project to confirm the geologic inferences obtained. The program contemplated is estimated to cost $296,250, of which $222,200 would be provided by the loan and $74,000 would be from the equity capital to be raised by us. The loan proceeds would be advanced as required to carry out the project, but only as our own funds are made available.

Inasmuch as we would not be in a position to repay the loan except out of production from the property in the event the exploration is successful, we would ask that there be no corporate liability for the loan, but that principal and interest be repayable only out of some reasonable percentage of the first net smelter returns on ore produced from the property. In this connection we are advised that the property owners would subordinate their interests in the property to the loan.

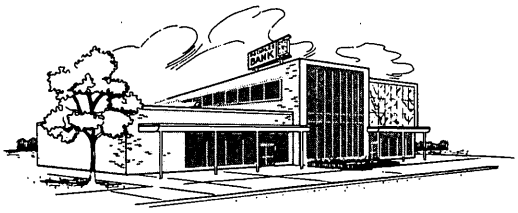
In our opinion the property has excellent prospects for production of silver, lead, and zinc. Please advise us whether or not you would be interested in considering a loan upon terms as outlined above. We will be glad to provide you with further information as to the description of the property, present geological information, and our specific exploration plans. We would also want to discuss with you the interest rate and the appropriate percentage of net smelter returns to be committed for payment of the loan.

Very truly yours,

MK EXPLORATION COMPANY

President

FMcKinley/aeb



the Peoples Bank
Member F.D.I.C.

9635 MONTVIEW BLVD.
EMpire 4-2621
AURORA, COLORADO

March 21, 1967

RECEIVED
MAR 22 1967
Ack. #

MK Exploration Company
2955 Cherryridge Road
Englewood, Colorado 80110

Gentlemen:

We thank you for your letter of March 15, requesting a loan for $222,200.00.

We would not be able to handle a loan, such as you are applying for, as it is much too speculative for our bank to consider. We, therefore, must reject your application for this loan.

Very truly yours,

H. J. Bleakley
PRESIDENT

HJB:lr

[illegible]

[illegible] Colorado [illegible] Colorado [illegible] claims:

Group A:

The following [illegible] mining claims located in the Red Cross [illegible], Colorado:

Smuggler
Summit No. 1
Summit No. 2
Big Moment
Little Fannie
Summit No. 22
Summit No. 23

An undivided 23/24 interest in the WORLD mining claim, Survey No. 8294

Group B:

The following unpatented lode mining claims:

Smuggler Nos. 2-8, inclusive
Summit No. 8
Summit No. 9
Summit No. 10

Whatever right, title and interest Mineral has in remaining 3/24 of the WORLD mining claim, Survey No. 8294

The purchase price and the terms for payment together with other agreements between the parties are contained in that certain Option to Purchase Mining Claims dated October 6, 1964, from Mineral County Mining & Milling Company to Frank M. McKinley, the rights and privileges of Frank M. McKinley having been subsequently assigned to MK Exploration Company. The said Option to Purchase Mining Claims provides, among other things, that the said Option to Purchase Mining Claims shall terminate if the purchase price has not been paid in full within 60 days after September 15, 1976.

This Option to Purchase Mining Claims (short form) is executed for purposes of recording to give notice of the interest of MK Exploration Company in the said mining claims, and does not in any way alter, amend or modify the terms, conditions and undertakings set forth in the Option to Purchase Mining Claims dated October 6, 1964.

Dated this 8th day of January, 1968.

MINERAL COUNTY MINING & MILLING COMPANY

By Walter V. Riddell
President

Attest:

Mary A. Russell
Assistant-Secretary

MK EXPLORATION COMPANY

By Frank M. McKinley
President

Attest:

John J. Kelley
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 12th day of February, 1967 by Walter V. Riddell as President of Mineral County Mining & Milling Company, a corporation.

My commission expires Oct. 22, 1967.

Thomas N. Moon
Notary Public
Thomas N. Moon

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of January, 1968 by Frank M. McKinley as President of MK Exploration Company, a corporation.

My commission expires December 18, 1968.

Sandra J. Gibson
Notary Public

[illegible]

[illegible]

[illegible]

Exhibit 3

EXHIBIT

LEGAL DESCRIPTIONS OF APPLICANT'S LANDS

SMUGGLER - Mineral Survey No. 16670 - Beginning at Cor. No. 1, whence the NW corner of Sec. 26, T 40 N, R 1 W, bears N 45° 41' W 2105.96 feet, thence S 9°52' W 704.96 feet to Cor. No. 2, thence N 85°20' W 300.00 feet to Cor. No. 3, thence N 9°52' E 970.00 feet to Cor. No. 4, thence N 10°23' W 527.94 feet to Cor. No. 5, thence S 85°20' E 205.08 feet to Cor. No. 6, thence S 10°23' E 801.27 feet to Cor. No. 1, the point of beginning.

SMUGGLER NO. 1 - Mineral Survey No. 16670 - Beginning at Cor. No. 1, whence the NW corner of Sec. 26, T 40 N, R 1 W, bears N 45°41' W 2105.96 feet and U.S.L.M. No. 7795 bears N 24°45' W 2247.60 feet, thence N 84°33' W 299.67 feet to Cor. No. 2, thence S 8°25' E 1132.77 feet to Cor. No. 3, thence S 84°33' E 299.67 feet to Cor. No. 4, thence N 8°25' W 1132.77 feet to Cor. No. 1, the point of beginning.

PER CENT NO. 1 - Mineral Survey No. 16670 - Beginning at Cor. No. 1, whence U.S.L.M. No. 7795 bears N 24°45' W 2247.60 feet and the NW corner of Sec. 26, T 40 N, R 1 W, bears N 45°41' W 2105.96 feet, thence N 79°42' E 300.18 feet to Cor. No. 2, thence S 8°25' E 1500.00 feet to Cor. No. 3, thence S 79°42' W 300.18

feet to Cor. No. 4, thence N 8°25' W 1500.00 feet to Cor. No. 1, the point of beginning.

BIG PER CENT - Mineral Survey No. 16670 - Beginning at Cor. No. 1, whence U.S.L.M. No. 7795 bears N 46°06' W 1888.70 feet and the NW corner of Sec. 26, T 40 N, R 1 W, bears N 69° 00' W 2063.76 feet, thence S 81°35' W 285.00 feet to Cor. No. 2, thence S 8°25' E 1500.00 feet to Cor. No. 3, thence N 81°35' E 285.00 feet to Cor. No. 4, thence N 8° 25' W 1500.00 feet to Cor. No. 1, the point of beginning.

LITTLE PER CENT - Mineral Survey No. 16670 - Beginning at Cor. No. 1, whence U.S.L.M. No. 7795 bears N 46°06' W 1888.70 feet and the NW corner of Sec. 26, T 40 N, R 1 W, bears N 69°00' W 2063.76 feet, thence N 81°35' E 285.00 feet to Cor. No. 2, thence S 8°25' E 1500.00 feet to Cor. No. 3, thence S 81°35' W 285.00 feet to Cor. No. 4, thence N 8°25' W 1500.00 feet to Cor. No. 1, the point of beginning.

PER CENT NO. 12 - Mineral Survey No. 19538 - Beginning at Cor. No. 1, whence U.S.L.M. No. 7795 bears S 81°28'40" W 1105.61 feet and the NW corner of Sec. 26, T 40 N, R 1 W, bears S 66°07'40" W 1813.10 feet, thence N 81°36' E 300.18 feet to Cor. No. 2, thence S 10°22' E 1500.00 feet to Cor. No. 3, thence

S 81°36' W 300.18 feet to Cor. No. 4, thence N 10°22' W 1500.00 feet to Cor. No. 1, the point of beginning.

PER CENT NO. 15 - Mineral Survey No. 19538 - Beginning at Cor. No. 1, whence U.S.L.M. No. 7795 bears S 81°29'20" W 1223.96 feet and the NW corner of Sec. 26, T 40 N, R 1 W, bears S 67°04' W 1927.46 feet, thence N 81°36' E 302.76 feet to Cor. No. 2, thence N 0°43' W 1500.00 feet to Cor. No. 3, thence S 81°36' W 302.72 feet to Cor. No. 4, thence S 0°43' E 1500.00 feet to Cor. No. 1, the point of beginning.

WORLD - Mineral Survey No. 8294 - Beginning at Cor. No. 1, whence the NW corner of Sec. 26, T 40 N, R 1 W, bears N 32°28' W 1939.90 feet, thence N 86°15' E 295.76 feet to Cor. No. 2, thence N 7°52' W 1394.70 feet to Cor. No. 3, thence S 86°15' W 295.76 feet to Cor. No. 4, thence S 7°52' E 1394.70 feet to Cor. No. 1, the point of beginning.

ROYAL BASIN NO. 1 - Unpatented - Beginning at Cor. No. 1, which is Cor. No. 2 of the Emma Lode Mining Claim, Mineral Survey No. 17959, thence S 76° W 300 feet to Cor. No. 2, thence S 17° E 1500 feet to Cor. No. 3, thence N 76° E 300 Feet to Cor. No. 4, which is Cor. No. 3 of the Emma Lode Mining Claim, thence N 17° W 1500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4-B, Page 271, Mineral County, Colorado.

ROYAL BASIN NO. 2 - Unpatented - Beginning at Cor. No. 1, whence Cor. No. 2 of the Emma Lode Mining Claim, Mineral Survey No. 17959 bears N 76° E 300 feet, thence S 76° W 300 feet to Cor. No. 2, thence S 17° E 1500 feet to Cor. No. 3, thence N 76° E 300 feet to Cor. No. 4, which is also Cor. No. 3 of the Royal Basin No. 1 lode claim, thence N 17° W 1500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4-B, Page 272, Mineral County, Colorado.

ROYAL BASIN NO. 3 - Unpatented - Beginning at Cor. No. 1, whence Cor. No. 2 of the Emma Lode Mining Claim, Mineral Survey No. 17959, bears N 76° E 600 feet, thence S 76° W 300 feet to Cor. No. 2, thence S 17° E 1500 feet to Cor. No. 3, thence N 76° E 300 feet to Cor. No. 4, thence N 17° W 1500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4-B, Page 272, Mineral County, Colorado.

LITTLE ANNA - Unpatented - Beginning at Cor. No. 1, whence the SW corner of the Walla Walla Lode Mining Claim, Mineral Survey No. 7952, bears S 3° W 450 feet, thence west 600 feet to Cor. No. 2, thence north 1500 feet to Cor. No. 3, thence east 600 feet to Cor. No. 4, thence south 1500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4-B, Page 555, Mineral County, Colorado.

LAURA ETTA - Unpatented - Beginning at Cor. No. 1, whence a white spruce tree 13" diameter blazed and marked "IBH to SW Cor. No. 1 Laura Etta Lode" bears S 27°30' W 9 feet, thence N 50° E 300 feet to Cor. No. 2, thence N 40°W 1500 feet to Cor. No. 3, thence S 50° W 300 feet to Cor. No. 4, thence S 40° E 1500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4-B, Page 307, Mineral County, Colorado.

LAURA ETTA EXTENSION - Unpatented - Beginning at Cor. No. 1, which is identical with Cor. No. 4 of the Laura Etta lode claim, whence a balsam tree 10" in diameter and blazed and marked "LBH to Cor. No. 1 Laura Etta Extension" bears S 13° E 13.11 feet, thence N 50° E 300 feet to Cor. No. 2, not set being inaccessible, whence witness corner, a post 4"x4"x3' at foot of cliff bears S 50° W 50 feet, thence N 40° W 500 feet to Cor. No. 3, thence S 50° W 300 feet to Cor. No. 4, thence S 40° E 500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4-B, Page 319, Mineral County, Colorado.

THERESA - Unpatented - Beginning at Cor. No. 1, whence Cor. No. 5 of the Spar Lode Mining Claim, Mineral Survey No. 7952, bears N 5° E 160 feet, thence S 85° W 600 feet to Cor. No. 2, thence N 5° W 1500 feet to Cor. No. 3, thence N 85° E 600 feet to Cor. No. 4, thence S 5° E 1500 feet to Cor. No. 1, the point of

beginning. Location is recorded in Book 4-B, Page 555, Mineral County, Colorado.

COLUMBINE - Unpatented - Beginning at Cor. No. 1, which is identically the same as Cor. No. 4 of the Laura Etta lode mining claim, the same being a post 4"x4"x3' set in a substantial mound of stone and easily identified, thence S 40° E 1000 feet to Cor. No. 2, thence S 50° W 600 feet to Cor. No. 3, thence N 40° W 1000 feet to Cor. No. 4, thence N 30° W 500 feet to Cor. 5, thence N 50° E 600 feet to Cor. No. 6, thence S 30° E 500 feet to Cor. No. 1, the point of beginning. Location is recorded in Book 4, Page 194, Mineral County, Colorado.

BIG SPAR - Mineral Survey No. 7795 - Beginning at Cor. No. 1, whence the NW corner of Sec. 26, T 40 N, R 1 W, bears S 20°02'11" W 1197.15 feet, thence S 0°23' E 1500.00 feet to Cor. No. 2, thence N 89°37' E 300.00 feet to Cor. No. 3, thence N 0°23' W 1500.00 feet to Cor. No. 4, thence S 89°37' W 300.00 feet to Cor. No. 1, the point of beginning.

A-1 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears S 68°30' E 1111.03 feet, thence S 84° 00' W 550.00 feet to Corner No. 2, thence N 22°00' W 700.00 feet to center side line corner, thence N 22°00' W 700.00 feet to Cor. No. 3,

thence N 84° 00' E 550.00 feet to corner No. 4, thence S 22° 00' E 700.00' to center side line corner, thence S 22° 00' E 700.00 feet to Corner No. 1, the point of beginning. From Corner No. 1 the SE Corner of Section 22, T 40 N, R 1 W, bears S 25°36' E 1082.95 feet. Location is recorded in Book 6-C, Page 110, Mineral County, Colorado.

A-2 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears S 68° 30' E 1111.03 feet, thence N 22° 00' W 700 feet to the center side line corner, thence N 22° 00' W 700 feet to Corner No. 2, thence N 84° 00' E 550 feet to Corner No. 3, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 4, thence S 84° 00' W 550 feet to Corner No. 1, the point of beginning. From Corner No. 1 the SE Corner of Sec. 22, T 40 N, R 1 W, bears S 25° 36' E 1082.95 feet. Location recorded in Book 6-C, Page 111, Mineral County, Colorado.

A-3 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears S 6°35' W 525.76 feet, thence S 84°00' W 550 feet to Corner No. 2, thence N 22°00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 3, thence N 84°00' E 550 feet to Corner No. 4, thence S 22°00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to

Corner No. 1, the point of beginning. From Corner No. 1, the SW corner of Sec. 23, T 40 N, R 1 W bears S 29°50' W 1258.72 feet. Location is recorded in Book 6-C, Page 112, Mineral County, Colorado.

A-4 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears S 6° 35' W 525.76 feet, thence N 22°00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 2, thence N 84° 00' E 550 feet to Corner No. 3, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 4, thence S 84° 00' W 550 feet to Corner No. 1, the point of beginning. From Corner No. 1 the SW Corner of Sec. 23, T 40 N, R 1 W bears S 29°50' W 1258.72 feet. Location is recorded in Book 6-C, Page 113, Mineral County, Colorado.

A-5 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears S 46°20' W 839.54 feet, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 2, thence N 84° 00' E 550 feet to Corner No. 3, thence S 22° 00' E 700 feet to center side line corner, thence S 22°00' E 700 feet to Corner No. 4, thence S 84° 00' W 550 feet to Corner No. 1, the place of beginning. From Corner No. 1 the SW Corner of Sec. 23, T 40 N, R 1 W bears S 45°15' W 1642.00 feet. Location is recorded in Book 6-C, Page 114, Mineral County, Colorado.

A-6 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears S 68° 30' E 1111.03 feet, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 2, thence S 84° 00' W 550 feet to Corner No. 3, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 4, thence N 84° 00' E 550 feet to Corner No. 1, the point of beginning. From Corner No. 1 the SW Corner of Section 22, T 40 N, R 1 W bears S 25° 36' E 1082.95 feet. Location is recorded in Book 6-C, Page 115, Mineral County, Colorado.

A-7 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears S 68° 30' E 1111.03 feet, thence N 84° 00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence S 84° 00' W 550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the SE Corner of Sec. 22, T 40 N, R 1 W bears S 25° 36' E 1082.95 feet. Location is recorded in Book 6-C, Page 116, Mineral County, Colorado.

A-8 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears S 6° 35' W 525.76 feet, thence S 22° 00' E 700 feet to

center side line corner, thence S 22°00' E 700 feet to Corner No. 2, thence S 84° 00' W 550 feet to Corner No. 3, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 4, thence N 84° 00' E 550 feet to Corner No. 1, the place of beginning. From Corner No. 1 the SW corner of Sec. 23, T 40 N, R 1 W bears S 29°50' W 1258.72 feet. Location is recorded in Book 6-C, Page 117, Mineral County, Colorado.

A-9 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears S 6° 35' W 525.76 feet, thence N 84° 00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence S 84° 00' W 550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the SW Corner of Sec. 23, T 40 N, R 1 W bears S 29° 50' W 1258.72 feet. Location is recorded in Book 6-C, Page 118, Mineral County, Colorado.

A-10 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears S 46° 20' W 839.54 feet, thence N 84°00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence S 84°00' W

550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the SW Corner of Sec. 23, T 40 N, R 1 W bears S 45°15' W 1642.00 feet. Location is recorded in Book 6-C, Page 119, Mineral County, Colorado.

A-11 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears N 0°24' W 2188.57 feet, thence S 84°00' W 550 feet to Corner No. 2, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 3, thence N 84° 00' E 550 feet to Corner No. 4, thence S 22°00' E 700 feet to center side line corner, thence S 22°00' E 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW Corner of Sec. 26, T 40 N, R 1 W bears N 19° 44' W 1720.60 feet. Location is recorded in Book 6-C, Page 120, Mineral County, Colorado.

A-12 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears N 0° 24' W 2188.57 feet, thence N 22° 00' W 700 feet to center side line corner, thence N 22°00' W 700 feet to Corner No. 2, thence N 84° 00' E 550 feet to Corner No. 3, thence S 22° 00' E 700 feet to center side line corner, thence S 22°00' E 700 feet to Corner No. 4, thence S 84°00' W 550 feet to Corner No. 1, the place of Beginning. From Corner No. 1, the NW

Corner of Sec. 26, T 40 N, R 1 W bears N 19° 44' W 1720.60 feet. Location is recorded in Book 6-C, Page 121, Mineral County, Colorado.

A-13 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears N 28° 08' W 2352.03 feet, thence S 84°00' W 550 feet to Corner No. 2, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 3, thence N 84° 00' E 550 feet to Corner No. 4, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, T 40 N, R 1 W bears N 48°04' W 2251.40 feet. Location is recorded in Book 6-C, Page 122, Mineral County, Colorado.

A-14 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears N 28° 08' W 2352.03 feet, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 2, thence N 84° 00' E 550 feet to Corner No. 3, thence S 22° 00' E 700 feet to center side line corner, thence S22° 00' E 700 feet to Corner No. 4, thence S 84° 00' W 550 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, T 40 N, R 1 W bears N 48°

04' W 2251.40 feet. Location is recorded in Book 6-C, Page 123, Mineral County, Colorado.

A-15 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears N 0° 24' W 2188.57 feet, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 Feet to Cor. No. 2, thence S 84° 00' W 550 feet to Corner No. 3, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 4, thence N 84° 00' E 550 feet to Corner No. 1, the point of beginning. From Corner No. 1, the NW corner of Sec. 26, T 40 N, R 1 W bears N 19° 44' W 1720.60 feet. Location is recorded in Book 6-C, Page 124, Mineral County, Colorado.

A-16 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears N 0° 24' W 2188.57 feet, thence N 84° 00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence S 84° 00' W 550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, T 40 N, R 1 W bears N 19° 44' W 1720.60 feet. Location is recorded in Book 6-C, Page 125, Mineral County, Colorado.

A-17 - Unpatented - Beginningat Cor. No. 1, whence U.S.L.M. "No. 7795" bears N 28° 08' W 2352.03 feet, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Cor. No. 2, thence S 84° 00' W 550 feet to Corner No. 3, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 4, thence N 84° 00' E 550 feet to Cor. No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, Y 40 N, R 1 W bears N 48° 04' W 2251.40 feet. Location is recorded in Book 6-C, Page 126, Mineral County, Colorado.

A-18 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears N 28° 08' W 2352.03 feet, thence N 84° 00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence S 84° 00' W 550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, T 40 N, R 1 W bears N 48° 04' W 2251.40 feet. Location is recorded in Book 6-C, Page 127, Mineral County, Colorado.

A-19 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears N 17° 35' W 3597.35 feet, thence S 22° 00' E 700

feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 2, thence S 84° 00' W 550 feet to Corner No. 3, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 4, thence N 84° 00' E 550 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, T 40 N, R 1 W bears N 30° 01' W 3303.10 feet. Location is recorded in Book 6-C, Page 128, Mineral County, Colorado.

A-20 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears N 17° 35' W 3597.35 feet, thence N 84° 00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence S 84° 00' W 550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1 the NW corner of Sec. 26, T 40 N, R 1 W bears N 30° 01' W 3303.10 feet. Location is recorded in Book 6-C, Page 129, Mineral County, Colorado.

A-21 - Unpatented - Beginning at Cor. No. 1, whence U.S.L.M. "No. 7795" bears N 25° 51' W 3746.79 feet, thence N 84° 00' E 550 feet to Corner No. 2, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 3, thence

S 84° 00' W 550 feet to Corner No. 4, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 1, the place of beginning. From Corner No. 1, the NW corner of Sec. 26, T 40 N, R 1 W bears N 38° 08' W 3562.34 feet. Location is recorded in Book 6-C, Page 130, Mineral County, Colorado.

A-22 - Unpatented - Beginning at Corner No. 1, whence U.S.L.M. "No. 7795" bears N 39° 24' W 2609.37 feet, thence N 22° 00' W 700 feet to center side line corner, thence N 22° 00' W 700 feet to Corner No. 2, thence N 84° 00' E 550 feet to Corner No. 3, thence S 22° 00' E 700 feet to center side line corner, thence S 22° 00' E 700 feet to Corner No. 4, thence S 84° 00' W 550 feet to Corner No. 1, the place of beginning. From Corner No. 1, the NW corner of Sec. 26, T 40 N, R 1 W bears N 56° 56' W 2652.17 feet. Location is recorded in Book 6-C, Page 131, Mineral County, Colorado.

Exhibit 5

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OM -
Contract No. 14-23-090 -
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Mineral, State of Colorado,

described as follows: 2/ Undivided 3/4 interest in Big Spar Patented Lode Mining Claim, Mineral Survey No. 7795, Royal Arch Mining District, Mineral County, Colorado, Unpatented Lode Mining Claims, A-1 through A-22, recorded at Book 6-C, pages 110 through 131, Mineral County, Colorado

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK Exporation Company, a Colorado corporation 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) [illegible] 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None ____ (State "None" or "See Annex No. ____".)

Dated this 2 day of April, 1965.

MK EXPLORATION COMPANY

By _____ (Seal)
Frank M. McKinley

2955 Cherryridge Road (Street)
(City &)
Englewood, Colorado 80110 (State)

(Street)
(City &)
(State)

_____ (Seal) _____

(Street)
(City &)
(State)

_____ (Seal) _____

(Street)
(City &)
(State)

_____ (Seal) _____

(Street)
(City &)
(State)

_____ (Seal) _____

(Street)
(City &)
(State)

_____ (Seal) _____

I, John J. Kelley (Name), certify that I am the Secretary (Title—Secretary, etc.) of the corporation named herein; that Frank M. McKinley (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)
John J. Kelley

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described ~~in the document~~[2] in an Option to Purchase Mining Claims (Short Form) dated January 8, 1965, and recorded in Book 110-J, page 188, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK Exploration Company, a Colorado corporation[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

~~(b) [illegible]~~

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 20th day of March, 1965.

MINERAL COUNTY MINING & MILLING COMPANY

By Walter V. Riddell (Seal)
Walter V. Riddell, President

13741 Thunderbird Dr - Apt 2C (Street)
Seal Beach, California (City & State)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

(Street)
(City & State)

(Seal)

I, Mary A. Riddell (Name), certify that I am the Assistant Secretary (Title—Secretary, etc.) of the corporation named herein; that Walter V. Riddell (Name), who signed this agreement was then President (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Mary A. Riddell
Mary A. Riddell (Corporate Seal)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME -
Contract No. 14-23-090-
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Mineral, State of Colorado, described ~~in the Contract~~[2] in an Option to Purchase Mining Claims (Short Form) dated February 15, 1965, and recorded in Book 110-J at page 189, official records of said County

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

MK EXPLORATION COMPANY, a Colorado corporation[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) [illegible] the land [illegible] the Contract [illegible][4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

none

Harry L. Lassa

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ none ____ (State "None" or "See Annex No. ____".)

Dated this 17 day of March, 19__.

Harry L. Larson Harry L. Larson	(Seal)	Creede, Colorado	(Street) (City & State)
Mary L. Larson Mary L. Larson	(Seal)	Creede, Colorado	(Street) (City & State)
_____	(Seal)	_____	(Street) (City & State)
_____	(Seal)	_____	(Street) (City & State)
_____	(Seal)	_____	(Street) (City & State)
_____	(Seal)	_____	(Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

ENG.-GEN. SEC., WASH., D.C. 211 03

Exhibit 6

NATIONAL INSERTABLE-TAB INDEXES ENABLE YOU TO MAKE YOUR OWN SUBJECT ARRANGEMENT, USING PLAIN INSERTS ON WHICH TO WRITE YOUR OWN CAPTIONS.

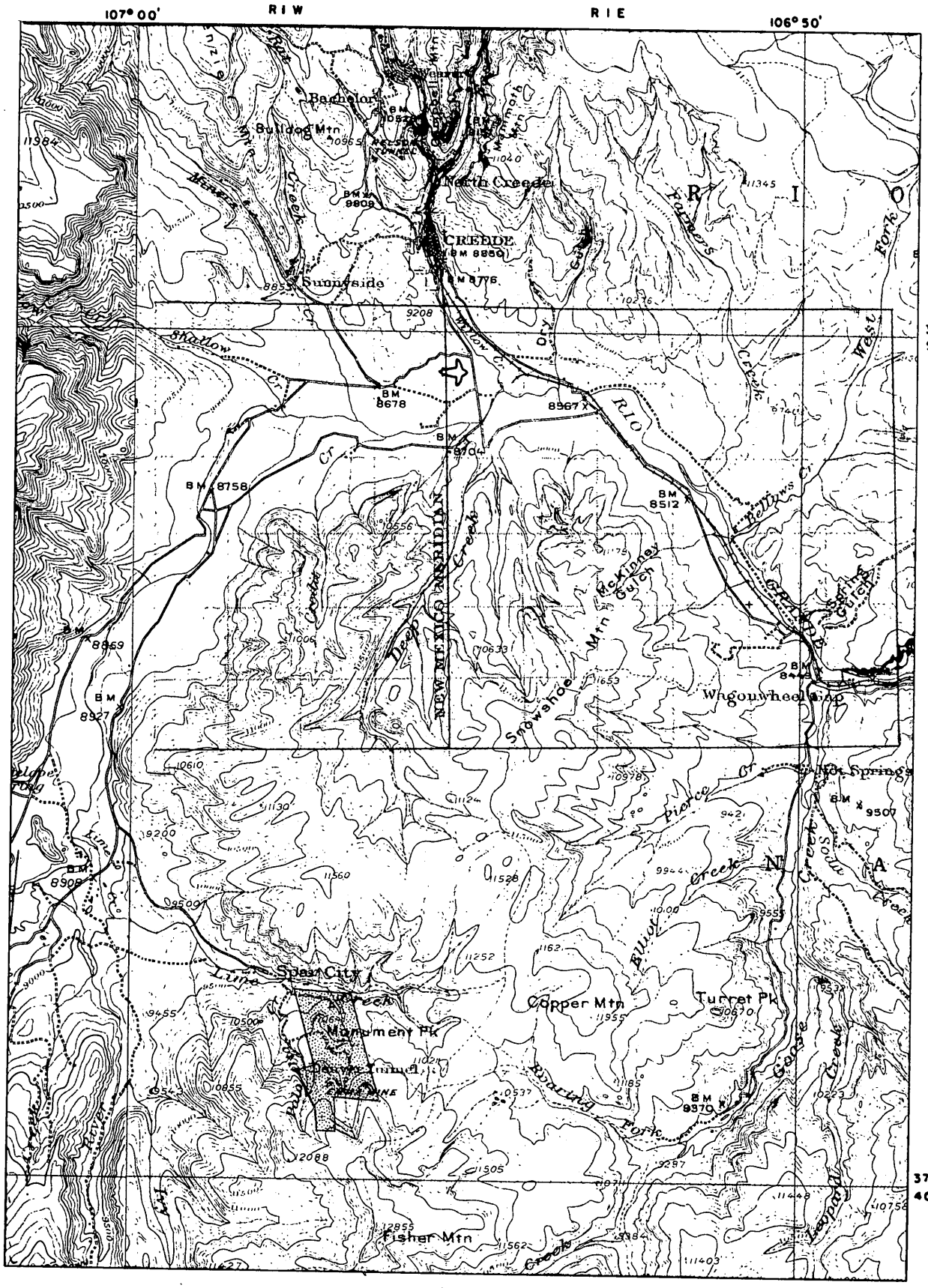
The Beaded edge on tab makes it easy to insert captions

Made in U. S. A.

NATIONAL

23-686

Exhibit 7


107° 00'
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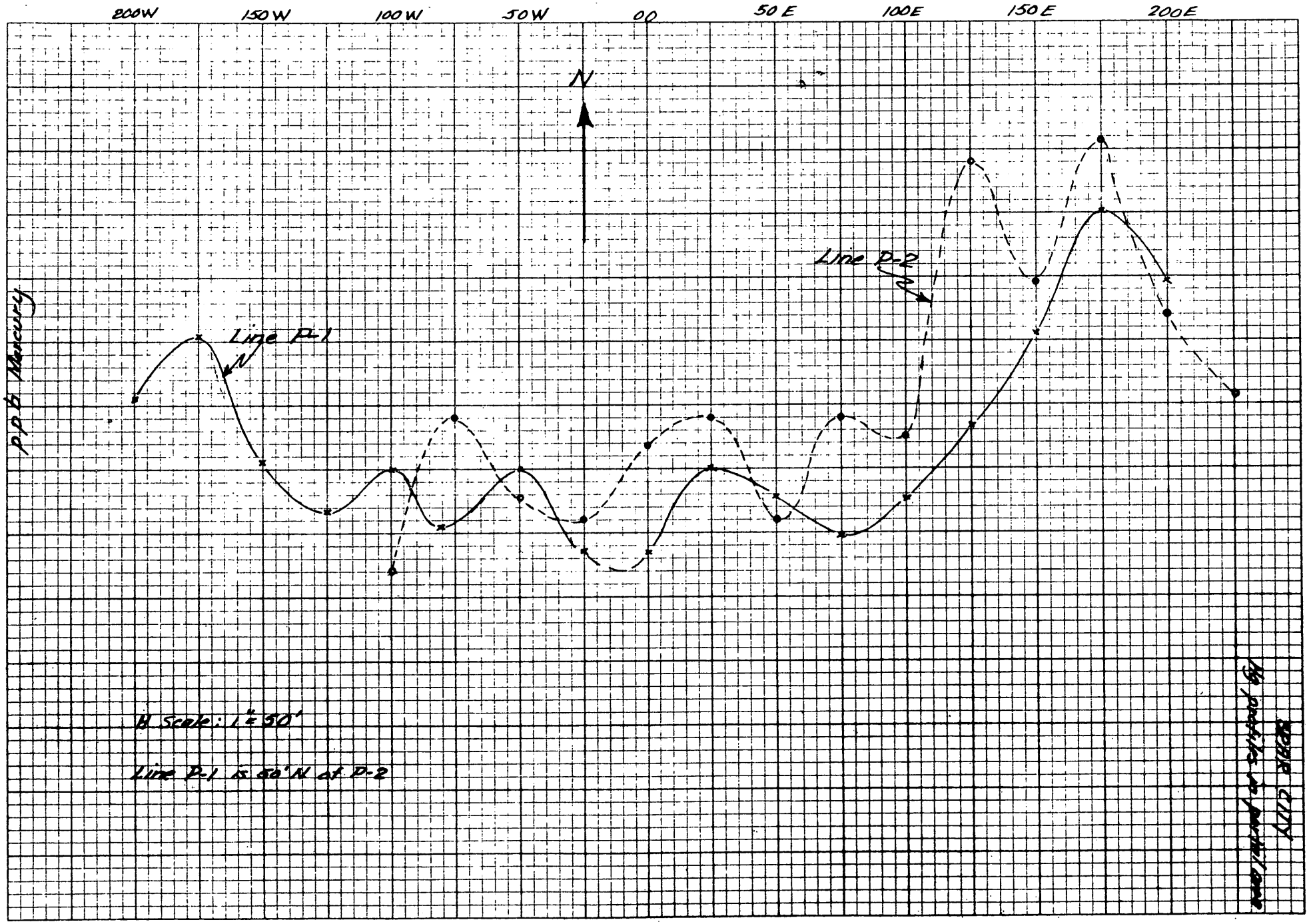
37° 40'
Bachelor
Bulldog Mtn
North Creek
CREEDE
Sunnyside
Shallow Cr
Willow Cr
Rio Grande
Wagonwheel Gap
Hot Springs
Spar City
Copper Mtn
Turret Pk
Monument Pk
Fisher Mtn
Snowshoe Mtn
Deep Creek
Pierce Creek
Goose Creek
Leopard Creek
Lime Creek
Rio Grande Cr
Bellows Cr
Farmers Fork
West Fork
Mineral Creek
Willow Creek
Rio Grande Fork
Bilbo Creek
Snow Creek
Cedar Creek
McKinney Gulch
Spring Gulch
Mineral Mtn
Mineral Creek
Lime Creek
Rio Grande
Rio Grande Cr
Rio Grande Fork
Rio Grande Fork
Rio Grande Fork

Exhibit 9

10 Squares to the Inch

12-280



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EXPLORATION SERVICES

Professional and Technical Assistance to Consultants and Exploration Departments in the Mining and Petroleum Industries
Custom Mapping • Surveys • Data Reduction
16 W. 12th Ave. Denver 4, Colorado

PERSONAL AND EXPERIENCE RECORD OF JOHN J. KELLEY

GENERAL:

Born August 21, 1916 - Glens Falls, New York
Married, 4 children
Good health, no handicaps

EDUCATION:

Completed high school Hudson Falls, N. Y., 1932
Attended Glens Falls Academy, Glens Falls, N. Y. - 1 yr.
Attended Georgetown University, Washington, D.C. - 1 yr.
Graduated Colorado School of Mines, Golden, Colo. - 1940
Degree: Geological Engineer
Graduate studies in geology at University of Colorado, Boulder, Colorado - 1940
Attended Colorado School of Mines part time in 1946 and 1947, taking graduate courses in geology and undergraduate work in mining engineering while a member of the faculty.

MEMBERSHIPS:

AIME Colorado Mining Association
Registered Professional Engineer, Colorado No. 1135

EMPLOYMENT:

1936 and 1937. Worked as a miner in numerous gold-silver mines in Colorado and at the Climax Molybdenum Mine, Climax, Colorado

Aug. 1940 to Mar. 1941. Factory Engineer, Gates Rubber Company, Denver, Colorado

Mar. 1941 to Feb. 1942. Computer and party chief, Brown Geophysical Company, Houston, Texas, performing gravity meter surveys in California

Feb. 1942 to Feb. 1946. Military service, Corps of Engineers. Served in European Theater 38 months. Held following positions: Bn. Adjutant, Co. Commander, Bn. Supply Officer, Regt'l Plans and Operations Officer, Regt'l Executive Officer. Rank at discharge, Lt. Col.

Feb. to July, 1946. Attended Colorado School of Mines

July 1946 to Mar. 1953. Director of Planning and Development, Colorado School of Mines. Duties included planning, design and construction of facilities for academic and administrative departments. In 1949 maintenance responsibilities were added.

1950 to present. Commenced doing consulting work in mining geology in 1950. By 1953 the practice required full time attention, and it continues to function under the name of Exploration Services. I have operated it as both a consulting and service organization to furnish technical and professional assistance to individuals and companies in the minerals industries. This has provided considerable experience in all operations connected with mining work. Those most frequently repeated are:

Geologic mapping
Mine examination and evaluation
Mine operation and management
Surveys - surface and underground
Property ownership investigations
Geophysical surveys - electrical, magnetic, electromagnetic, geochemical, gravity
Computing, compiling and processing all types of field data gathered in preparation for further study
Ore reserve determinations
Drill hole logging
Aeromagnetic survey compilation from raw data
Gravity survey recomputation and mapping

PARTIAL LIST OF COMPANIES SERVED SINCE 1950:

Globe Mining Company - ore reserves and development plan
Utah Construction & Mining Company - aeromagnetic compilations
Lucky Mc - ore reserves
Western Nuclear Corp. - open pit design, economic studies
Bear Creek Mining Company - geological and geophysical compilations and map studies over 13-year period
SNN Mining Company - engineering and mine management
Humphreys Engineering Company - examination and evaluation, engineering and mine management
E. J. Longyear Company - ore reserves, mine planning and development, arbitration deliberations, Tennessee phosphate reserve investigations
Thompson Creek Coal & Coke Corp. - engineering
The California Company - gravity recomputation and mapping
Continental Consolidated Corp. - blasting consultant for Phase II of Nord Project
Galxy Minerals Ltd. - geological and geophysical exploration in British Columbia
MK Exploration Company - geological and geophysical exploration, property acquisition, development planning and management

REFERENCES:

Mr. Ray E. Gilbert
District Geologist
Bear Creek Mining Co.
1498 S. Lipan Street
Denver, Colorado

Mr. R. C. Gebhardt
Dr. Lee Armstrong
E. J. Longyear Company
76 South 8th Street
Minneapolis, Minn.

Dr. Don A. Hansen
Senior Geophysicist
Utah Construction & Mining Co.
550 California Street
San Francisco, Calif.

Dr. Ralph C. Holmer
Director of Exploration
Kennecott Copper Corp.
Salt Lake City, Utah

Mr. Albert M. Keenan, Pres.
Thompson Creek Coal & Coke Corp.
Farmers Union Building
Denver, Colorado

Mr. Frank M. McKinley, V. Pres.
Humphreys Engineering Co.
910 American National Bank Bldg.
Denver, Colorado

Dr. Thomas E. Gillingham
615 Market Street
Oxford, Pennsylvania

Mr. Edwin H. Crabtree, Director
Colo. School of Mines Research Foundation
Golden, Colorado

Exhibit 5

Experience Record
of
RICHARD R. LEHMAN
Creede, Colorado

EDUCATION:

Grade school - 8 years
High School - 4 years
Correspondence Courses: ICS Course, Mine surveying and mapping.
NIA course in Journalism.

EXPERIENCE:

Oliver Mining Co., Hibbing, Minnesota. Mining iron ores--top slice method. Not sure of time. A month or two in 1929. Underground helper.

Worked for a short time in Golden Rod #7, Pitcher, Oklahoma. Lead-Zinc. 1929 and 1930. Mucker.

Colorado Fuel and Iron Corp. at Wagon Wheel Mine. Fluorspar. Underground helper and miner. 1934 for about 4 months.

1934-1942. Emperius Mining Co., Creede, Colorado. Miner, Shift boss, Surveyor.

1942-1945. USNR. GM 1/c Seabee. Asiatic Pacific area. Driller, powderman, surveyor.

1945 - 1951. Emperius Mining Co. Contract Miner

1951 - 1953. TOC Development Co. Operations Supt. Exploring properties in the King Solomon mining district, Creede, Colorado.

1954 - 1962. Emperius Mining Company. General Foreman. Duties: direction of all mining activities, buying of supplies, directing haulage, planning development and exploration.

1962 - 1964. Humphreys Engineering Co. Lead miner, alternate foreman.

1964 for 2 months. Denver-Golden Corp. Contract Miner, Golden, Colorado

1965-present Homestake Mining Company, Creede, Colorado, Contract Miner.

Exhibit 11

Exhibit 11

MISCELLANEOUS UNIT COSTS

EXPLOSIVES - 40 holes per round, 6' deep, 240 feet of holes. Electric caps of different delays have different prices, but $0.35 is used as an average. Cost for caps will be $14.00 per round, or $2.33 per foot of opening.

75 lbs. of dynamite (DuPont 618-B) per round will be used at a cost of $24.50 per cwt. (Tomkins Hardware, Creede). Dynamite cost per round will be $18.38; per foot of opening, $3.06. Total cost of explosives per foot of drift or crosscut will be $5.40.

DRILL STEEL AND BITS - Consumption of bits and steel will, of course, depend upon rock conditions, machine performance, compressed air available, miners' skill and proper sharpening. It is doubtful if chisel bits will be satisfactory in the ravelly ground expected. They will simply corkscrew into the rock and create numerous problems in pulling steel and loading rounds. A 4-point bit on sectional steel will be used.

Bits will give 50 feet of drilling per sharpening and 10 sharpenings per bit, or 500 feet of drilling. Atlas Copco quotes them at $17.45 ea. in quantities of 50 or more, $19.40 ea. for 10 to 50, and $21.55 ea. singly. At 240 feet of drilling per round, a bit will drill 2.08 rounds or 12 feet of drift or crosscut. The bit cost per foot of opening will be $1.45.

TIMBER - Based on $70.00 per M bf quoted by O. W. Jackson Lumber Company, South Fork, Colorado. A drift set requires three 8"x8" - 10' and six 3"x12" - 5', totaling 250 bf. To this add andestimated 200 bf of blocking, making a total of 450 bf per 5-foot drift set, lagged over the back only. At the quoted price the materials cost per foot of opening will be $6.30.

FUEL - Diesel: A 600 cfm compressor will burn 10 gal. per hour under full load, at 80% usage, 65 gal. per shift. A new 40 Kw generator will burn 25 gal. per shift. Total diesel consumption will be 90 gal. per shift, 180 gal. per day. Price quoted by Tomkins Hardware is $0.17 a gallon, delivered, and they will furnish a 1,000-gal. tank for storage. Cost per day will be $30.60, per month $765.00.

By way of comparison, the Bulldog project with a 30 Kw generator on 3 shifts and a 600 cfm compressor on 2 shifts, consumed 4,000 gal. per month. That figure is acceptable for estimating purposes.

Space heating: LPG costs $0.17 per gal. in Creede and that figure includes the use of tanks. It is estimated that the 6 winter months will cost $25 each and the 6 summer months will cost $5 each, or an average of $15 per month.

TRACK - Ties: 6"x6"x42". Use 1 every 3 feet of track. Based on timber price, $0.75 each, or $0.25 per foot of track.

Rail: 30#, $180.00 per ton delivered in 28-ton lots (Tomkins Hardware). 1 ton makes 100 feet of track.

Splice bars: 67 pair per 1,000 feet of track @ $0.70 per pair (C F & I).

Bolts: 5/8" x 2-1/2" in 200# kegs; .513 kegs per 1,000 feet of track. Price is $21.35 per cwt. (C F & I).

Spikes: 1/2" x 4" in 200# kegs; 3.54 kegs per 1,000 feet of track. Price is $14.13 per cwt. (C F & I)

For estimating, use $2.25 per foot of track, including ties.

Switches: Price depends upon radius of curvature and length of frog. Card quotes $150.00 each for the shortest radius and frog they make in standard production, F.O.B. Denver, Colo.

PIPE - Lightwall with rolled ends for Victaulic fittings. Quoted by Tomkins Hardware @ $0.55 per foot for 4", estimate 2" @ $0.35 per foot, in random 20' and 21' lengths, delivered to the mine. Couplings: 4" @ $2.90 and 2" @ $1.45 each. Including couplings, pipe cost is : 4" - $0.70; 2" - $0.43. Cost of air and water line together, at the mine, is $1.13 per foot.

VENTILATION PIPE - National Air Duct Co., Denver, quotes 24", 22 ga. @ $2.14 per foot, couplings @ $2.47 each, making pipe in 20-foot lengths $2.27 per foot. Add $0.06 per foot for adhesive and tape, and $0.30 for freight. Cost of line per foot will be $2.63.

SET - MINE MACHINERY AND EQUIPMENT

1 1-1/2 ton Atlas motor with 2 batteries and charger

2 Wheatlamp chargers, 6-lamp each

12 49'er Wheatlamps

1 Eimco Model 12-B mucker

1 21" Joy Axivane ventilation fan and motor, 15 Hp.

1 15 Hp ventilation blower, with motor

2 350-gal. water tanks (150 psi) stationary

2 Cleveland jackleg drills

200 feet air drill hose

200 feet water hose

1 750-gal. ASTM tested air receiver

2 Remington air chain saws

1 Wright gasoline saw

1 Wilden water pump, air operated

2 CO_2 fire extinguishers

This group of equipment is in storage in Idaho Springs, Colorado. It is all in useable condition without repair but motor and lamp batteries are deteriorated. The mucker will have to be converted to 24" gauge from 18". The drills have had considerable use and their maintenance will be high, performance low. Applicant believes that the set will be useful in starting the Spar City operation but motor and mucker will have to be replaced by larger equipment and 2 new drills will have to be purchased or rented. This set can then remain on the job in a stand-by capacity, and be available to drive crosscuts concurrently with the drift if practical.

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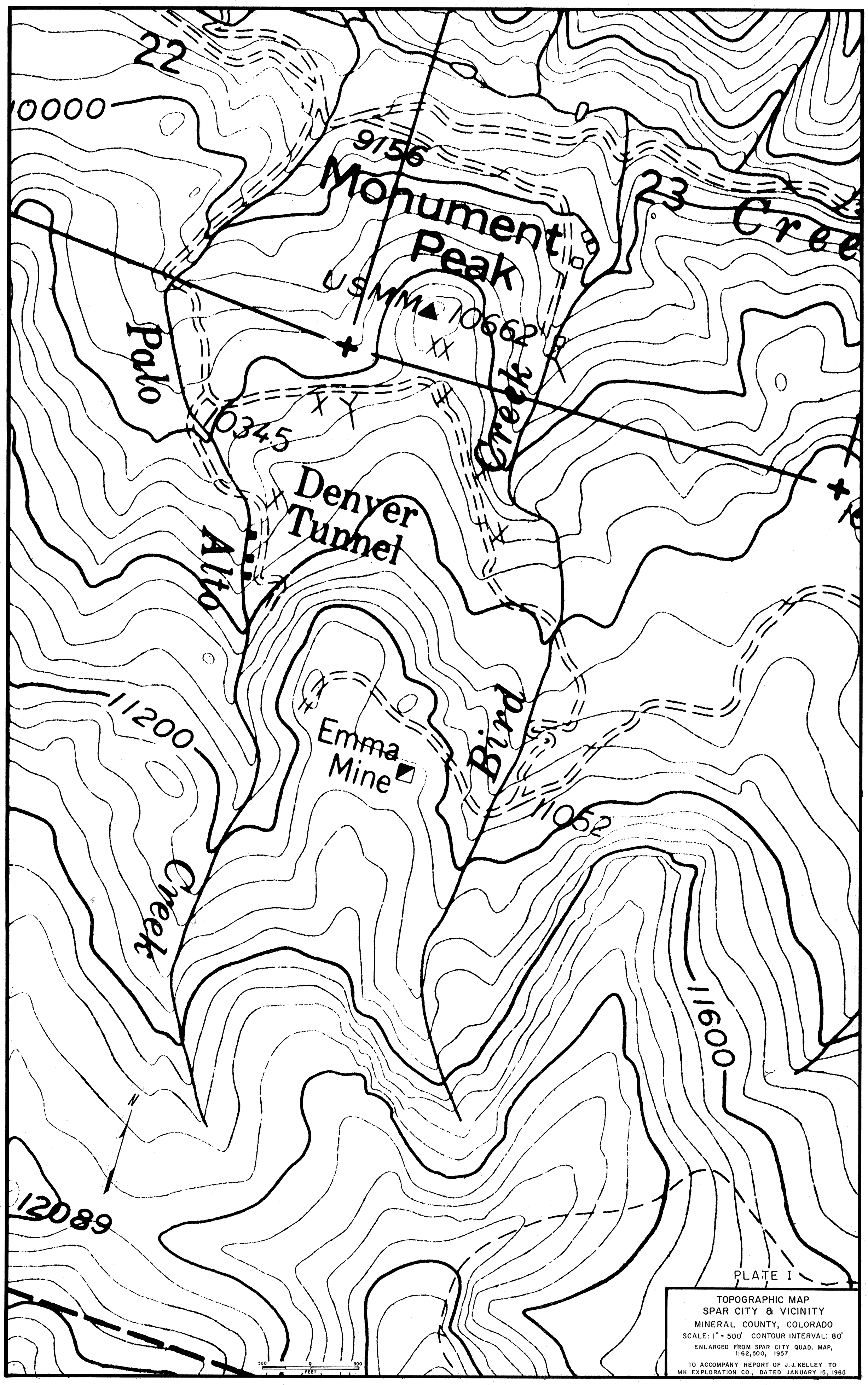
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Denver Tunnel
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Emma Mine
Bird
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11600
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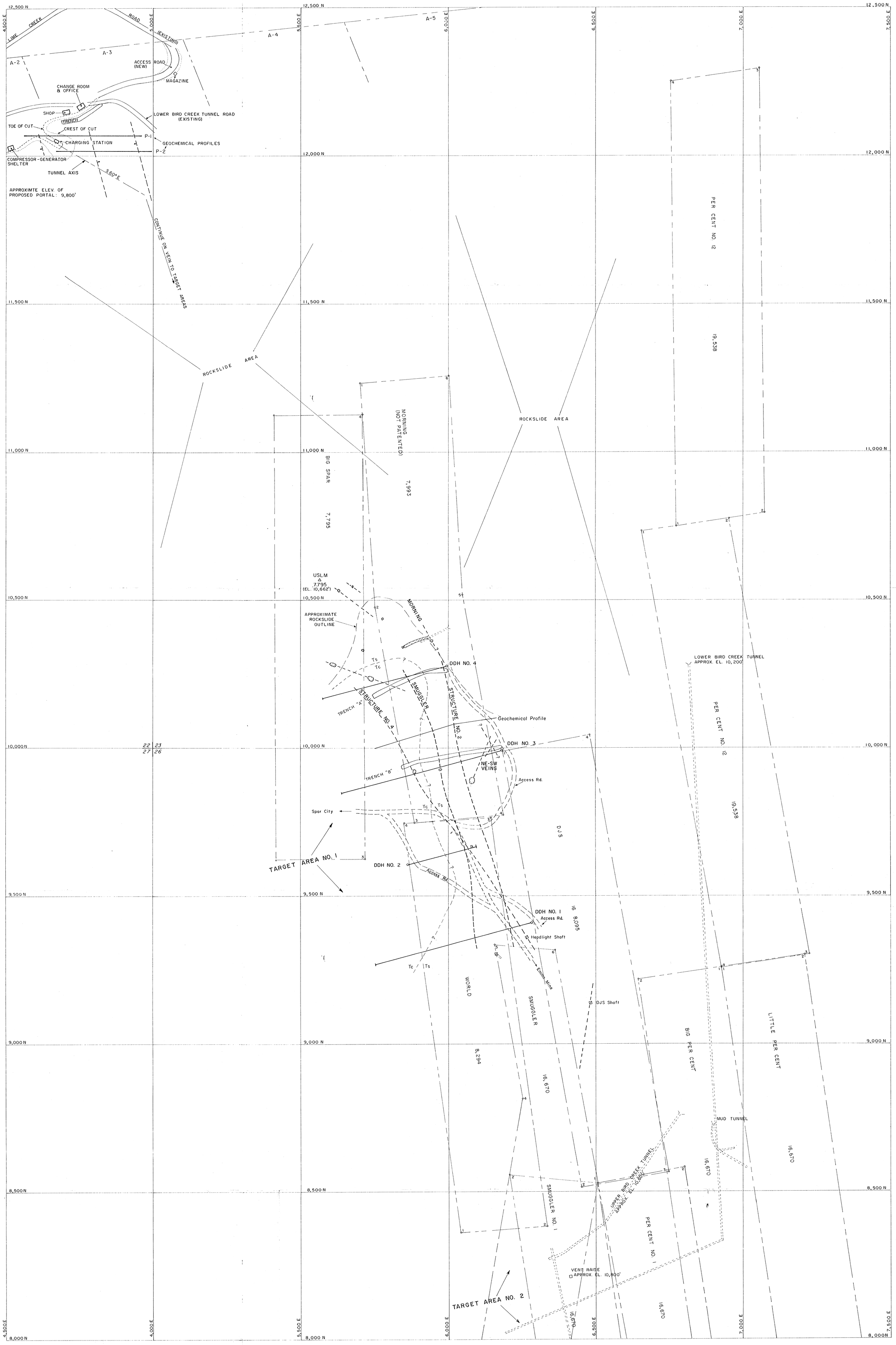
PLATE I
TOPOGRAPHIC MAP
SPAR CITY & VICINITY
MINERAL COUNTY, COLORADO
SCALE: 1" = 500' CONTOUR INTERVAL: 80'
ENLARGED FROM SPAR CITY QUAD. MAP, 1:62,500, 1957
TO ACCOMPANY REPORT OF J. J. KELLEY TO MK EXPLORATION CO., DATED JANUARY 15, 1965



EXPLANATION

Tc — Creede formation

Ts — Snowshoe Mtn. formation

Vein apex – observed, or inferred from drilling and mercury halo anomalies

Tunnels and drifts, from Mineral Survey Plats and Bird Creek Mining Co. map

Caved prospect workings

Approximate elevations interpreted from U.S.G.S. topographic quadrangle map, 1:62,500, 1957

See Final Report, OME-6440, Contract No. 2226, Jan., 1967, for geologic discussion and DDH logs

EXPLORATION PLAN AND GEOLOGIC MAP

SPAR CITY, COLORADO, PROPERTY

OF THE

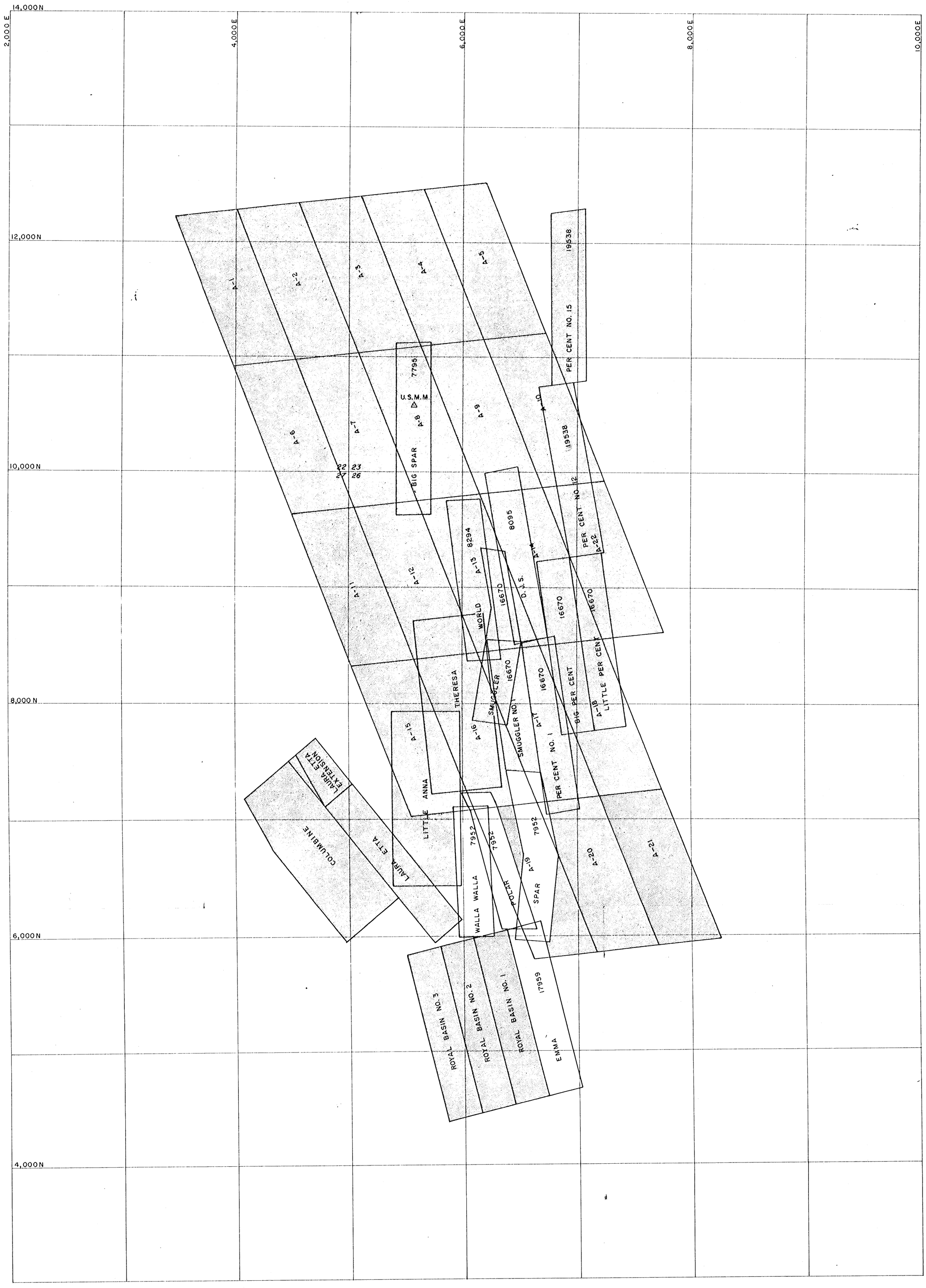
MK EXPLORATION COMPANY

SCALE: 1" = 100'

JOHN J. KELLEY FEBRUARY, 1967

TO ACCOMPANY OME APPLICATION

See Exhibit 16 Application of 4/2/65



MK EXPLORATION COMPANY PROPERTY

N

PLATE II

CLAIM MAP
OF THE
SPAR CITY AREA
MINERAL COUNTY, COLORADO

SCALE: 1" = 500'

500 0 500 1000
FEET

TO ACCOMPANY REPORT OF J. J. KELLEY TO
MK EXPLORATION COMPANY, DATED JANUARY 15, 1965

OME Application of 4/2/65

EXHIBIT 16

PLATE III

EXPLORATION PLAN MAP

SHOWING

CLAIMS, OLD WORKINGS, S. P. ANOMALIES AND EXPLORATION TARGETS

SPAR CITY, COLORADO, PROPERTY

OF THE

MK EXPLORATION COMPANY

SCALE: 1" = 200'

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TO ACCOMPANY REPORT OF J. J. KELLEY TO MK EXPLORATION COMPANY, DATED JANUARY 15, 1965

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