OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF ROYALTY REVIEW

I have reviewed the files of the Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-E122, Docket No. DMEA-1088 (Zinc-Lead), dated August 21, 1951, with

Shelton Mining Company, Inc.
319½ Main Street
Joplin, Missouri

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Shelton Leases located in Jasper County, Missouri, during the period August 21, 1951, through June 30, 1960.

A certification of discovery or development was issued on May 7, 1953, and, in accordance with Article 15 of the contract, royalty is payable on all minerals mined or produced as a result of such discovery or development for a period of 10 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review in lieu of final audit dated August 18, 1953, indicated accepted costs under the exploration contract amounting to $6,661.20 with the Government's contribution, on a 50 percent basis, being $3,330.60.

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) Inspection reports by field representatives of the Government and other correspondence in the Washington office files indicate that there has not been any production of minerals on which royalty would be due to the Government since the date of the exploration contract; and

(2) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible royalty which might be disclosed.

C. E. Fisher

C. E. Fisher, OME Auditor

July 6, 1960

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Shelton Mining Company, Inc.

319½ Main Street

Joplin, Missouri

pertaining to Exploration Project Contract No. Idm-E122, Docket No. DMEA-1088, including Amendment No. 1, for the months of October, 1951 to October, 1952, inclusive, covering a project for the exploration of mine.

My review included an examination of the Monthly Reports (Forms MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, consultation with the Executive Officer of the Field Team, examination of the Field Team's and the Operator's final engineering reports, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reasons:

(a) the administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible disallowances thereunder;
(b) the major portion ($5,521.00) of the costs covered churn drilling at unit rates under an independent contract approved by the Government; and
(c) the other costs for supervision ($1,104.20) and sampling and analysis ($36.00) were considered reasonable by the Executive Officer of the Field Team.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

Total cost as billed by Contractor		$6,661.20
Exceptions:		
By DMEA Finance Officer	$ - 0 -	
Herewith	- 0 -	-0-
Total Accepted Cost		$6,661.20

The contract calls for a 50 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Three thousand three hundred thirty and 60/100 Dollars,

$3,330.60

is considered valid and proper.

August 18, 1953

E. D. Talbert, Auditor

Form MF-104 (Rev.) 4
April 1952

NOV 19 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42-R1036.3.
Approval expires 6-30-53.

DEC 5 1952

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of October, 1952 Docket No. DMEA 1088 Contract No. Id-E 122
Operator's Name Shelton Mining Company, Incorporated Minerals Zinc & Lead
Address 1711 Central St., Joplin, Missouri
Contract Amount, $ 14000.00 Government Participation: 50% Amount, $ 7000.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling	390.00	5131.00	5521.00			
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision	78.00	1026.20	1104.20			
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	None	36.00	36.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	468.00	6193.20	6661.20			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Nov 15 '52 *Payee Shelton Mining Company, Incorporated

Per J. P. Shelton Title President

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 234.00

Signature (Authorized Certifying Officer)

Date 12/6 Vou. No. DMEA 6-49

(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. dm-E123 in accordance with the terms of the contract.

Signature Clinton C. Knox Title Mining Engineer Date Nov. 21, 1952

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature David Gallagher Title Exec. Off. Date Nov. 28, 1952

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 5 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of October 1952 Docket No. DMEA 1088X Contract No. Idm-3 122
Operator's Name Shelton Mining Company, Incorporated Minerals Zinc & Lead
Address 1711 Central St., Joplin, Missouri

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn	Foot	468.00	195	6661.20	2760½	2.413	5700	2.456
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		468.00	195	6661.20				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS		468.00	195	6661.20				

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date Nov 15 '52 Operator Shelton Mining Company, Inc.

Per J. A. Shelton Title President

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

REMARKS: See attached "Narrative"

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

U. S. GOVERNMENT PRINTING OFFICE 205676

NARRATIVE

Data for only one hole, D-15, is included in the accompanying Report. This hole was started on Sept. 30th and was completed on Oct. 7th.

On Oct. 8th, the rig was moved to location for, and drilling was started on, Hole D-16. Work progressed at good pace to 105' in gray flint, boulders, and mud on the 13th when, in pulling casing, the jars broke and the tools were lost in the hole. The Contractor is now re-equiped with jars and is going to fish for the tools and proceed on down with the hole.

Shelton Mining Company, Inc.

Earl Weaver Lease

Hole D-15

Started: 9-30-52; Completed, 10-7-52
Contractor: Fountain Drilling Co.; Driller, Arnold Johnson.
Casing Record: 131' - 6¼"
Sizes of Hole: 10" to 85'; 8" to 131'
Water: Encountered at 50'; stands at 20'

0 - 5	Surface soil and clay
5 - 15	Clay and gravel
15 - 40	Light shale and mundic
40 - 50	Blue shale and mundic
50 - 80	Gray lime, gray flint, mundic, caving
80 - 120	Gray and white flint, mundic, caving
120 - 140	Brown lime, gray and white flint, mundic, hard
140 - 145	Brown lime, blue and white flint, mundic
145 - 167½	Brown lime; gray, brown, blue, and white flint, mundic
167½ - 172½	Gray and white flint, gray lime, mundic
172½ - 177½	Gray and white flint, gray and brown lime, mundic
177½ - 185	Brown lime; gray, white, and brown flint, mundic
185 - 195	Gray and white flint, brown lime, mundic

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

7 1952

DEPARTMENT OF THE INTERIOR
Budget Bureau No. 42-R1536.3.
Approval expires 6-30-53
Defense Minerals Administration
RECEIVED
OCT 27 1952

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of September, 1952 Docket No. DMEA 108X Contract No. Idm-E 122
Operator's Name Shelton Mining Company, Incorporated Minerals Zinc
Address 1711 Central, Joplin, Mo.
Contract Amount, $ 14000.00 Government Participation: 50 % Amount, $ 7000.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling	$510.00	$4621.00	$5131.00			
Bulldozing						
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision	$102.00	$ 924.20	$1026.20			
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis	None	$ 36.00	$ 36.00			
Payroll Taxes						
Liability Insurance						
(8) Contingencies (specify):						
TOTALS	$612.00	$5581.20	$6193.00			

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Oct. 4, 52 *Payee Shelton Mining Company, Inc.

Per [signature] Title Secretary

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$ 306.00

Signature
(Authorized Certifying Officer)

Date Vou. No. DMEA 6-46
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E122 in accordance with the terms of the contract.

Signature Clinton C. Knox Title Mining Engineer Date Oct. 8, 1952

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature David Gallagher Title Exec. Off. Date Oct. 9, 1952

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

U. S. GOVERNMENT PRINTING OFFICE 205675

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151
Approval expires 6-30-53.

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 27 1952

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of September 1952 Docket No. DMEA 108X Contract No. Idm-E 122

Operator's Name Shelton Mining Company, Incorporated Minerals Zinc & Lead

Address 1711 Central, Joplin, Mo.

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT	
							Units	Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core								
Churn	Foot	$612.00	255	$6193.20	2565½	$2.414	5700	$2.456
Auger								
Stripping								
Trenching								
Test Pits								
Roads and Trails								
TOTAL DISTRIBUTED COSTS		$612.00	255	$6193.20				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS								

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date Oct. 4, 1952 Operator Shelton Mining Company, Inc.

Per R. M. Elrod Title Secretary

→ NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

REMARKS: Encountered considerable difficulty drilling #D13. Due to caving ground. Had to run 3 strings of Pipe 8"-6"-4" after conference with Dr. Gallagher. The hole was drilled #D14 then abandoned, the hole being same as D13. The indicated ore would be as one and that formation would be same as D13.

(Instructions on reverse)

(For Government use only)

INSTRUCTIONS

Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

U. S. GOVERNMENT PRINTING OFFICE 205676

Narrative.

We were unable to do any drilling during May and June and most of July. We could not find a suitable driller as they were all busy. We hired one man and while pulling the 6" pipe lost the tools in the hole. We hired another man to fish the tools out of the hole but he proved unequal to the job, so we were shut down until we could find a man that would be suitable. We finally were able to hire our present driller, Mr Arnold Johnson, and he has proved very capable.

We experienced quite a bit of trouble in drilling Hole #13, as the ground caved badly and required the use of three strings of pipe to complete the hole. We consulted with Dr. Gallagher and Mr. Knox on the structure of Hole #13 and decided that if Hole #14 proved to have the same depth of shale that there would be no need of drilling further than through the shale. The shale in this hole proved to be almost exactly the same depth andas this indicated that the structure would be the same with no showing of ore, we decided to move to the next location. work is now progressing very well due to the ability of the above named driller.

Shelton Mining Co., Inc.

R. M. Elms.

SHELTON MINING CO., Inc.

Earl Weaver Lease

Hole D-13

Started 8-26-1952 Completed 9-16-1952
Contractor. Fountain Drilling Co. Driller. Arnold Johnson
Casing Record. 86'-8" Casing. 139½'-6¼" Casing. 159'-4 7/8 Casing.
Sizes of Hole. Same as above.
Water encountered at 70'.
Water stands at 20'.

0 - 5	Surface soil and clay
5 - 10	Creek gravel and clay
10 - 20	Light shale and mundic
20 - 25	Dark shale " "
25 - 55	Light shale " "
55 - 70	Blue shale gravel and mundic
70 - 105	Gray and white flint, mundic. Caving ground.
105 - 140	Gray, white and blue flint, some lime. mundic. Caving.
140 - 160	Gray, white and blue flint, mundic, soft and caving.
160 - 170	Gray, white and blue flint. Hard.
170 - 175	Gray lime. Gray and white flint. Hard.
175 - 180	Gray and white flint, mundic. Soft and caving.

SHELTON MINING CO., Inc.

Earl Weaver Lease

Hole D-14

Started 9-23-52 Completed 9-24-52
Contractor. Fountain Drilling Co. Driller Arnold Johnson
No Casing Used
Size of hole. 8"
Water encountered 70'
Water stands 20'

0 - 5	Surface soil and clay	
5 - 10	Creek gravel and clay	
10 - 20	Light shale.	Mundic
20 - 25	Dark shale.	"
25 - 55	Light shale.	"
55 - 70	Blue shale, gravel and mundic	
70 - 75	Gray, white and blue flint, gray lime and caving.	

ME-104
(August 1951)

JUN 2 1952

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. 122
Idm-E

Name of Operator Sholton Mining Co., Inc.
Docket No. DMA 1000 X Zinc
Total Contract Amount $ 14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of May 1952

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 19 1952

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Sholton Mining Co.
(Name of Company)

By R. W. Elwood
(Signature of Authorized Official)

June 2, 1952.
(Date)

Geologist
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor[3]						
5. Supervision	74.00	850.20	924.20			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work Drilling	370.00	4251.00	4621.00			
11. Other (specify)						
Assaying		36.00	36.00			
Total	444.00	5137.20	5581.20			
Deletions						
Adjusted totals	444.00					
Totals previously reported	5137.20					
Totals to date	5581.20					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

Note.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Edwin T. Perkins
Entered by
Approved by David Gallagher
Amount approved for payment $222.00
Remarks Vo. No. DMA-6-42

16—64068-3

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF May 1952

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes Contract				$370.00	370.00	Foot	185	$2125\frac{1}{2}$	$2310\frac{1}{2}$	
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying										
Roads and trails										
Test pits										
Other (specify) Supervision	74.00				74.00					
Totals	74.00			370.00	444.00		185	$2125\frac{1}{2}$	$2310\frac{1}{2}$	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

Shelton Mining Co., Inc

Drill Hole #12

Earl Weaver Farm
Mountain Drilling Co., Contractor
Hole Started April 17, 1952
Completed May 5, 1952
Casing Record, 75' 8", 125' 6", 168' 4 7/8" Casing.
Water encountered 65'
Sizes of hole. 75' of 8"
168' 6"
185' 4 7/8"
Water stands 12'
Driller; Percy Howey.

0 to 10'	Soil and clay					
10 25	Black shale					
25 35	Lime and gray and black shale					
35 55	Gray shale					
55 65	Black shale				Mundick	
65 70	Lime and flint	gray and white, soft			"	
70 90	Flint	gray and white	"		"	
90 100	Lime and flint	gray	"		"	
100 145	Flint	gray and white	"		"	
145 155	Lime and flint	gray and blue	"		"	
155 165	Flint	gray and white	"		"	
165 175	Flint	gray		Lime shines		Soft
175 177½	Flint	gray and white			Mundick	"
177½ 180	Lime and flint	Brown and gray		Hard		
180 185	Flint	Gray	Hard			

(August 1951)

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

MAY 5 1952

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. Idm-E 122

Name of Operator Shelton Mining Co.
Docket No. DMA 1088 X Zinc
Total Contract Amount $ 14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of April 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUN 11 1952

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Shelton Mining Company
(Name of Company)

By R. W. Elrod
(Signature of Authorized Official)

May 5 1952
(Date)

Secy.
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor[3]						
5. Supervision	82.40	767.80	850.20			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work Drilling	412.00	3839.00	4251.00			
11. Other (specify)						
Assaying		36.00	36.00			
Total	494.40	4642.80	5137.20			
Deletions						
Adjusted totals	494.40					
Totals previously reported	4642.80					
Totals to date	5137.20					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

NOTE.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Erwin T. Pereira
Entered by
Approved by David Gallagher
Amount approved for payment $247.20
Remarks Voucher No. DMA-6-40

16—64068-3

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF April 1952.

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes Contract				412.00	412.00	Foot	206	1919½	2125½	
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying										
Roads and trails										
Test pits										
Other (specify) Supervision Eng. Office & Sampling	82.40			~~82.40~~	82.40					
Totals	82.40			412.00	494.40		206	1919½	2125½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

SHILTON MINING CO., INC.

Hole No. D-11

Earl Weaver Land

Contractor: Fountain Drilling Co. Driller: Percy Howey

Started: 4-1-52 Completed: 4-11-52
Casing Record: 56 ft. 8 in. - 93 ft. 6 in.
Sizes of Hole: 93 ft. 8 in. - 206 ft. 6 in.
Water encountered: 60 ft.
Water Stands: 10 ft.

0 - 10	Soil & clay
15	Black shale
25	Shale & creek gravel, mundic
45	Gray shale, mundic
60	Blue shale, mundic
70	Gray soft lime & flint, mundic
85	Gray & white soft flint, mundic
95	Gray, white & blue flint, mundic
115	Gray & white flint
125	Gray & white lime & flint
150	Hard gray & white flint
160	Brown & gray flint
175	Gray flint, traces of zinc
180	Gray & blue flint
185	Gray & white flint, mundic
195	White & brown flint, mundic
200	Gray & white flint
206	White & dark gray flint

MF-10
(August 1951)

APR 2

APR 2 1952

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. 122
Idm-E

Name of Operator Skelton Mining Co., Inc.
Docket No. DMA 10001 Inc
Total Contract Amount $14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of March 1952

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

APR 2 - 1952

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Skelton Mining Co., Inc.
(Name of Company)

By R. W. Elms
(Signature of Authorized Official)

April 2, 1952
(Date)

Sec'y-Treas.
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor [3]						
5. Supervision	150.40	617.00	767.80			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work Drilling	752.00	3857.00	4609.00			
11. Other (specify)						
Total	902.40	3704.40	4606.80			
Deletions						
Adjusted totals	902.40					
Totals previously reported	3704.40					
Totals to date	4606.80					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

NOTE.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Siegfried Munzig
Entered by
Approved by David Gallagher
Amount approved for payment
Remarks

16—64068-3

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF Mar. 1952

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes contract				752.00	752.00	foot	376	1543½	1919½	
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying										
Roads and trails										
Test pits										
Other (specify) Supervision Eng. Office & Sampling	150.40			~~150x40~~	150.40					
Totals	150.40			752.00	902.40		376	1543½	1919½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

SHELTON MINING CO., INC.

Earl Weaver Lease

Hole D-9
Started: 2/15/52 Completed: 3/12/52
Contractor: Fountain Drilling Co. Driller: Percy Howey
Casing Record: 60 ft 8 in. 85 ft. 6 in.
Sizes of Hole: 85 ft 8 in. 160 ft. 6 in.
Water encountered: 37 ft.
Water stands at 15 ft.

0 -	15	Yellow soil and clay
	37	Black shale
	60	Soft gray lime & flint, mundic
	85	Soft gray & white flint, mundic
	95	Hard gray lime & flint, mundic
	100	Hard gray & white flint, mundic
	135	Hard gray lime & flint, mundic
	145	Soft gray & yellow lime & flint, selvage & mundic
	160	Soft gray & blue & yellow flint

SHELTON MINING CO., INC.

Earl Weaver Lease

Hole D-10
Started: 3/13/52 Completed: 3/28/52
Contractor: Fountain Drilling Co. Driller: Percy Howey
Casing Record: 50 ft. 8 in. 90 ft. 6 in.
Sizes of hole: 87 ft. 8 in. 216 ft. 6 in.
Water encountered: 44 ft.
Water stands at 12 ft.

0 -	10	Soil & clay
	30	Black shale, mundic
	44	Blue shale, mundic
	50	Gray flint, mundic
	65	Soft gray & blue lime & flint, mundic
	75	Soft gray & blue flint, mundic
	80	Gray blue & white flint, mundic
	85	Gray flint, mundic
	90	Soft brown & gray flint, brown selvage
	95	Gray & white lime & flint
	100	Gray & yellow lime & flint
	105	Gray & white lime & flint
	125	Gray lime & flint
	130	Brown, gray & white lime & flint
	135	Hard gray & white flint
	145	Hard gray lime & flint
	175	Hard gray lime & flint, selvage
	180	Gray & white lime & flint, selvage
	190	Gray & white & brown flint
	195	Gray & white lime & flint
	210	Brown gray & white flint
	216	Gray flint

MF-104
(August 1951)

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. 122
Idm-E

Name of Operator Sholton Mining Co., Inc.
Docket No. DMA 1008X Zinc
Total Contract Amount $ 14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of February 1952

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAR 1 3 1952

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Sholton Mining Co., Inc.
(Name of Company)

By R. W. Elend
(Signature of Authorized Official)

Mar. 4, 1952
(Date)

Sec'y-Treas.
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor[3]						
5. Supervision	72.00	545.40	617.40			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work Drilling	360.00	2727.00	3087.00			
11. Other (specify)						
Assays	9.00	27.00	36.00			
Total	441.00	3299.40	3740.40			
Deletions						
Adjusted totals	441.00					
Totals previously reported	3299.40					
Totals to date	3740.40					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

Note.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Siegfried J. Muenig
Entered by
Approved by Edwin T. Perkins. David Gallagher
Amount approved for payment
Remarks

16—64068-3

22650

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF February 1952

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes Contract				360.00	360.00	foot	180	1363½	1543½	5700
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying				9.00	9.00					
Roads and trails										
Test pits										
Other (specify) Supervision	72.00				72.00					
Eng. Office & sampling										
Totals	72.00			369.00	441.00		180	1363½	1543½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

SHELTON MINING CO., INC.

Earl Weaver Lease

Hole D-8
Started: 2/6/52 Completed: 2/13/52
Contractor: Fountain Drilling Co. Driller: Percy Howey
Casing Record: 120' 6 in.
Sizes of Hole: 120' 8 in. 180' 6 in.
Water encountered: 45 ft.
Water stands: 12 ft.

0 - 15	Yellow soil & clay
25	Gray shale
45	Black shale
55	Gray soft flint, mundic
70	Gray soft lime & flint, mundic
85	Gray soft flint
90	Gray soft flint, selvage
95	Gray soft flint, mundic & selvage
110	Gray soft lime & flint
140	Gray & white flint, mundic
150	White flint, mundic
167½	White & gray flint, mundic
170	White & gray flint, traces lead & zinc
175	White & gray flint, lead shines & fair zinc
177½	White & gray flint, traces of lead & zinc
180	Gray & brown lime & flint

	Zinc	Lead
167½-170	0.96	0.13
170-172½	1.96	0.12
172½-175	0.96	0.03
175-177½	0.62	0.04

Assay by Bruce Williams Laboratories

ENGINEERS
INSPECTIONS and TESTS

The Bruce Williams Laboratories

ESTABLISHED 1898

Main Office 620-622 Joplin Street Telephone 556

JOPLIN, MISSOURI

CHEMISTS
INDUSTRIAL and ANALYTICAL

Picher, Oklahoma
109 S. Connell Street
Telephone 710

St. Louis, Missouri
306 Valley Drive
Telephone Imperial 3226

Shelton Mining Company
319[illegible] Main
Joplin, Missouri 2-16-52

OUR NO.	MARK	DESCRIPTION	ZINC	IRON	LEAD	LIME	MOISTURE
Earl Beaver Land							
606462	Hole [illegible] 0-3	167[illegible]-170	0.96		0.13		
463		170-172[illegible]	1.96		0.12		
464		172[illegible]-175	0.96		0.03		
465		175-177[illegible]	0.62		0.04		

MR 104
(August 1951)

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. Idm-E 122

Name of Operator Shelton Mining Co., Inc.
Docket No. DMA 1088 X Zinc
Total Contract Amount $ 14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of January 1952

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

FEB 11 1952

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Shelton Mining Co., Inc.
(Name of Company)

By R. M. Elms
(Signature of Authorized Official)

2-4-52
(Date)

Sec'y-Treas.
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor [3]						
5. Supervision	106.00	359.00	525.00			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work [illegible]	952.00	1795.00	2727.00			
11. Other (specify)						
[illegible]	9.00	18.00	27.00			
Total	1127.00	2172.00	3299.00			
Deletions						
Adjusted totals	1127.00					
Totals previously reported	2172.00					
Totals to date	3299.00					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

NOTE.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Edwin T. Perkins

Entered by

Approved by Clinton C. Knox for L. T. McElwaney

Amount approved for payment

Remarks

563.70

16—64068-3

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF Jan.

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes Contract				932.00	932.00	foot	466	897½	1363½	5700
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying			9.00		9.00					
Roads and trails										
Test pits										
Other (specify) Supervision	186.40				186.40					
Eng. Office, Sampling										
Totals	186.40		~~9.00~~	~~932.00~~ 941.00	1127.40		466	897½	1363½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

SHELTON MINING CO., INC.

Farmer Land

Hole No. 6

Contractor: Fountain Drilling Co.
Driller: Percy Howey
Date Started: 1/3/52 Completed: 1/11/52
Casing Record: 117 ft. 6 in.
Size of hole: 117 ft. 8 in. - 191 ft. 6 in.
Water encountered: 55 ft.
Water Stands: 12 ft.

0 -	20	Yellow soil & clay
	35	Gray shale
	50	Black shale
	55	Black shale, mundic
	60	Soft gray & white flint, mundic
	75	Sft Gray & white lime & flint, mundic
	85	Soft lime & flint, gray - mundic & selvage
	90	Soft gray lime & flint
	95	Soft gray flint, selvage
	115	Soft gray flint
	135	Hard gray & white flint, mundic
	150	Hard white & yellow flint, mundic
	160	Hard gray & white lime & flint, mundic
	170	Hard gray & white flint, mundic, traces of lead
	175	Hard brown & gray lime & flint
	185	Hard brown & white lime & flint
	191	Hard brown & gray lime & flint

SHELTON MINING CO., INC.

Weaver Land

Hole No. 7

Contractor: Fountain Drilling Co.
Driller: Percy Howey
Date Started: 1/15/52 Completed: 1/31/52
Casing record: 115 ft. 6 in.
Size of hole: 115 ft. 8 in. - 275 ft. 6 in.
Water encountered: 45 ft.
Water stands: 12 ft.

0 - 5	Yellow soil and clay
15	Sand rock, creek gravel, flint boulders
25	Gray shale
40	Black shale
44	Black shale & boulders, mundic
65	Gray lime & flint, mundic
80	Soft gray flint
90	Soft gray lime & flint
110	Soft gray & white flint, mundic & selvage
120	Soft gray & white flint, mundic
135	Hard gray flint
145	Hard white flint
160	Hard gray & white flint
165	Hard gray flint, traces of lead & zinc
167½	Soft gray & white flint, lead & zinc shines
170	Soft white flint, fair zinc, traces of lead
175	Soft white flint, traces of lead & zinc
185	Hard gray & brown flint, mundic
210	Hard gray & brown flint
220	Gray & brown flint
225	Dark gray flint
240	Brown & blue lime & flint
245	Brown & gray lime & flint
255	Gray lime & flint
260	Gray flint
265	Gray flint, traces of zinc
275	Gray flint

ENGINEERS
INSPECTIONS and TESTS

The Bruce Williams Laboratories

ESTABLISHED 1898

Main Office 620-622 Joplin Street Telephone 556

JOPLIN, MISSOURI

CHEMISTS
INDUSTRIAL and ANALYTICAL

Picher, Oklahoma
109 S. Connell Street
Telephone 710

Chelton Mining Company
319½ Main
Joplin, Missouri 1-29-52

St. Louis, Missouri
306 Valley Drive
Telephone Imperial 3226

OUR NO.	MARK	DESCRIPTION	ZINC	IRON	LEAD	LIME	MOISTURE
604921	Hole # [redacted]	160-165	0.64		0.04		
922	D.7.	165-167½	3.88		0.67		
923		167½-170	3.56		0.23		
924		170-172½	1.22		0.06		

MF-104
(August 1951)

JAN 2 1952

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No.
Idm-E 122

Name of Operator
Docket No. DMA Shelton Mining Co., Inc.
Total Contract Amount 1000 Zinc
Government Participation: 14,000.00 % Amount, $ 7000.00
Distribution of Expenditures for Month of December, 1951.

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

By R. W. Elrod
(Signature of Authorized Official)

Shelton Mining Co., Inc.
(Name of Company)

January, 2, 1952
(Date)

Secy-Treas.
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(a) Facilities						
(b) Buildings						
(c) Fixtures						
2. Operating Equipment:						
(a) Purchased[1]						
(b) Rented[2]						
(c) Furnished by operator						
3. Rehabilitation and Repairs:						
(a) Facilities						
(b) Buildings						
(c) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor[3]						
5. Supervision	146.80	212.20	359.00			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work Drilling	734.00	1061.00	1795.00			
11. Other (specify)						
Assays	None	18.00	18.00			
Total	880.80	1291.20	2172.00			
Deletions						
Adjusted totals	880.80					
Totals previously reported	1291.20					
Totals to date	2172.00					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

NOTE.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Edwin T. Perkins
Entered by
Approved by David Gallagher
Amount approved for payment
Remarks

16—64068-3

440.40

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF December, 1951

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes Contract				734.00	734.00	Foot	367	530½	897½	5700
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying none										
Roads and trails										
Test pits										
Other (specify) Supervision Eng. Office, sampling	146.80				146.80					
Totals	146.80			734.00	880.80		367	530½	897½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

Salary Distribution

Drilling Superv.	85.00
Sampling	20.00
Office	21.80
Engineer	20.00
	146.80

SHELTON MINING COMPANY

Hole No. D-4

Location:

Land: O.L. Farmer
Contractor: Fountain Drilling Co. Driller: Percy Howey
Started: 12-3-51 Completed: 12-14-51
Casing Record: No casing used.
Size of hole: 100' 8" 91' 6"
Water encountered: 35 ft.
Water stands: 10'

0 - 10	Soil and clay
20	Black shale
30	Black shale, little creek gravel
40	Gray shale
50	Black shale, mundic
65	Lime & flint, gray, soft & mundic
80	Gray, soft, lime & flint
100	Soft, gray flint
150	Hard, gray & white flint
155	Gray & brown hard flint
165	Hard, gray & white flint, green selvage
185	Hard, gray flint
191	Soft, gray & yellow flint

Hole completed at 191 ft.

STANCOT MINING COMPANY.

Hole No. D-5

Location:

Land; O.L. Farmer
Contractor: Mountain Drilling Co. Driller: Percy Money.
Started: 12-10-51. Completed; Dec. 28-51.
Casing Record; 110' 6" used.
Size of hole;110'-8". 66' 6"
Water encountered; 50'
Water stands; 12'.

0 - 5	Soil and clay
20'	Yellow Clay
35'	Black shale
45'	Gray shale
50'	Black shale and mundic
55'	Gray lime and flint and mundic
100'	soft gray flint
110'	Gray and white flint
115'	yellow, gray and white flint
140'	Gray and white flint. Hard
150'	Gray and yellow flint. Hard
160'	Gray flint. Hard
165'	White Flint. Hard.
176'	Gray flint. Hard.

MF-10[redacted]
(August 1951)

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. Idm-E 122

Name of Operator Shelton Mining Co., Inc.
Docket No. DMA 1008 Z Zinc
Total Contract Amount $ 14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of Nov. 1951

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Shelton Mining Co., Inc.
(Name of Company)

By R. W. Elrod
(Signature of Authorized Official)

December 3, 1951
(Date)

Geologist
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor[3]						
5. Supervision	69.20	143.00	212.20			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation						
10. Contract Work Drilling	346.00	715.00	1061.00			
11. Other (specify)						
Assays Hole D-2	~~6.95~~ 7.25	11.25	18.00			
Total	421.95	869.25	1291.20			
Deletions						
Adjusted totals	421.95					
Totals previously reported	869.25					
Totals to date	1291.20					

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

NOTE.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project.

FOR GOVERNMENT USE ONLY

Checked by Clinton C. Knox
Entered by
Approved by David Gallagher
Amount approved for payment
Remarks

Salary Distribution

Drilling Supervision	40.00
Sampling	9.20
Office Work	10.00
Engineering Work	10.00
Total	69.20

16—64068-3

21

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF Nov. 1951

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes contract				346.00	346.00	foot	173	357½	530½	5700
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying				6.75	6.75					
Roads and trails										
Test pits										
Other (specify) Supervision Eng., Office, sampling	69.20				69.20					
Totals	69.20			352.75	421.95		173	357½	530½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

Salary Distribution

Drilling supervision	40.00
Sampling	9.20
Office work	10.00
Engineering Work	10.00
	69.20

SHERON MINING CO. INC.,
319½ Main St.,
Joplin, Missouri.

December 3, 1951

Defense Minerals Administration,
Joplin, Mo.

Gentlemen;

After twelve days of unseasonal weather of 12" of snow and accompanying cold, we were able to move and spot on Hole #D3, November 13th.

We encountered bad crumbling hard flint at 55', causing very difficult drilling to 110 feet. We had to pull the 6¾" casing, under-ream and reset, three times before bottoming casing at 90' 6". We were still troubled with crumbling, caving flint to 117'. After that, continued down with hole to bottom at 173', with no shines or evidence of ore.

Yours truly,

SHERON MINING Co., Inc.

R. W. Elrod

R. W. Elrod.

ENGINEERS
INSPECTIONS and TESTS

The Bruce Williams Laboratories

ESTABLISHED 1898

Main Office 620-622 Joplin Street Telephone 556

JOPLIN, MISSOURI

CHEMISTS
INDUSTRIAL and ANALYTICAL

Picher, Oklahoma
109 S. Connell Street
Telephone 710

St. Louis, Missouri
306 Valley Drive
Telephone Imperial 3226

Mr. Elrod
Shelton Mining Company
Joplin, Missouri 11-1-51

OUR NO.	MARK	DESCRIPTION	ZINC	IRON	LEAD	LIME	MOISTURE
598901	Hole D-2	160-165	3.20		0.78		
902		165-167½	0.84		0.19		
903		167½-170	1.12		0.15		

SHELTON MINING CO., INC.

Farmer Lease

Hole D-3 - Location: D-1 to D-3 S69°W, 98.0'; D-2 to D-3 N49° W, 49.5'

Started: 11/13/51 Completed: 11/30/51
Casing Record: 28 ft. - 8 in., 90 ft. - 6 in.
Size Hole: 90 ft. - 8 in. Hole 173 ft. 6 in.
Water encountered: 25 ft.
Water Stands at 10 ft.
Contractor: Fountain Drilling Co. - Driller: Percy Howey

0-15	Soil & clay
23	Creek gravel
40	Black shale, mundic
55	Gray, soft, lime and flint, mundic
75	Gray, soft, flint
85	Gray & white soft flint
105	White & gray lime & flint, mundic
115	White & gray hard lime & flint
120	" " " " "
145	White & gray hard flint
150	White hard flint, mundic
167½	Gray hard flint
173	Gray hard flint & lime

Hole completed - 173 ft.

MF-104
(August 1951)

Budget Bureau No. 42-R1036.2.
Approval Expires 6-30-52.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

Contract No. Idm-E 122

Name of Operator Shelton Mining Company, Inc.
Docket No. DMA 1088X
Total Contract Amount $ 14,000.00
Government Participation: 50 % Amount, $ 7,000.00
Distribution of Expenditures for Month of October 1951

STRATEGIC AND CRITICAL MINERAL EXPLORATION PROGRAM
OPERATOR'S MONTHLY PROGRESS REPORT

Operators are to submit monthly reports to the designated field representative of the Defense Minerals Administration. Reports are to be submitted in quadruplicate prior to the 15th day of the month following the reporting period.

Narrative.—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered is to be furnished.

Maps.—Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

Cost Accounts.—All applicable parts of this form are to be filled in. This report will form the basis for payments of the Government's participating share of expenses. Audits of accounts may be made from time to time.

CERTIFICATION

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Shelton Mining Co., Inc.
(Name of Company)

By J. G. Shelton
(Signature of Authorized Official)
J.G. Shelton

November 7, 1951
(Date)

Supervisor
(Title)

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

16—64068-3

MONTHLY SUMMARY COST STATEMENT

List as Shown on Exhibits Attached to Contract

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only		
				Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
1. Fixtures and Improvements:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Fixtures						
2. Operating Equipment:						
(*a*) Purchased[1]						
(*b*) Rented[2]						
(*c*) Furnished by operator						
3. Rehabilitation and Repairs:						
(*a*) Facilities						
(*b*) Buildings						
(*c*) Installations						

MONTHLY SUMMARY COST STATEMENT—Continued

Item	Monthly Total	Totals Previously Reported	Totals to Date	For Government Use Only: Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(d) Fixtures						
4. Labor[3]	None					
5. Supervision	143.00	None	143.00			
6. Supplies						
(a) Timber						
(b) Explosives						
(c) Repair Parts						
(d) Other						
7. Power						
8. Transportation						
9. Insurance						
(a) Fire						
(b) Public Liability						
(c) Workmen's Compensation	None					
10. Contract Work Drilling	715.00	None	715.00			
11. Other (specify)						
Assays Hole #D-1	11.25	None	11.25			
Total	869.25	None	869.25			
Deletions	None		None			
Adjusted totals	869.25		869.25			
Totals previously reported	None		None			
Totals to date	869.25		869.25			

[1] Enter amount paid during month toward total purchase price.
[2] Payments for rental of equipment or prorated depreciation on equipment owned by contractor.
[3] Submit copy of the Social Security form filed under the Old Age Insurance system showing complete wage and salary data or furnish copy of payroll sheet giving same data.

NOTE.—Indicate that portion of supervisory, office, and engineering salaries that is chargeable to this project. None

FOR GOVERNMENT USE ONLY

Checked by Clinton C. Knox
Entered by
Approved by Clinton C. Knox
Amount approved for payment
Remarks

Salary Distribution:

Drilling Supervision	$60.00
Sampling "	23.00
Engineering Work	30.00
Office Work	30.00
	$143.00

16—64068-3

43,463

EXPLORATION UNIT COST AND PROGRESS REPORT FOR MONTH OF October 1951

(Supply Data Below Applicable Only to Your Operations)

Item	Costs					Progress [4]				
	Wages [1] and salaries	Equipment [2]	Supplies	Other [3]	Total	Unit	Units this month	Units previously reported	Units to date	Units authorized by contract (Exhibit A)
Drifting										
Crosscutting										
Raising										
Shafts										
Winzes										
Drill holes Contract				715.00	715.00	foot	357½	none	357½	5700
Overburden										
Rehabilitation and preparation										
Geology and geophysics										
Trenching										
Sampling and assaying	23.00			11.25	11.25					
Roads and trails										
Test pits										
Other (specify) Supervision Eng. & Office	120.00				143.00					
Totals	143.00			726.25	869.25		357½		357½	

[1] Prorate supervisory, engineering, and office salaries in proportion to man-shifts of direct labor.
[2] Prorate charges for equipment that is not exclusively for one type of job (such as compressors) against authorized units of work in each category.
[3] Where entries in the "Other" column (above) are more than 25 percent of the total expenditures, a breakdown of this item should be made.
[4] Specify whether feet, cubic feet, acres, miles, etc.

16—64068-3 U. S. GOVERNMENT PRINTING OFFICE

(1) Salary Distribution:

Drilling Supervision	$60.00
Sampling "	23.00
Engineering Work	30.00
Office Work	30.00
	$143.00

ENGINEERS
INSPECTIONS and TESTS

The Bruce Williams Laboratories

ESTABLISHED 1898

Main Office 620-622 Joplin Street Telephone 556

JOPLIN, MISSOURI

CHEMISTS
INDUSTRIAL and ANALYTICAL

Picher, Oklahoma
109 S. Connell Street
Telephone 710

[illegible]

10-12-51

St. Louis, Missouri
306 Valley Drive
Telephone Imperial 3226

OUR NO.	MARK	DESCRIPTION	ZINC	IRON	LEAD	LIME	MOISTURE
[illegible]	[illegible]	[illegible] 162-165	[illegible]		0.11		
[illegible]	[illegible]	165-167	[illegible]		0.00		
[illegible]		167-170	0.30		0.02		
[illegible]		170-172	1.00		0.03		
[illegible]		172-175	0.70		0.01		

SHELTON MINING CO., INC.

Farmer Lease

Hole D-1 - Location: 46' North 30 deg. West of No. 23
Started: 9/27/51 Completed: 10/8/51
Casing Record: 18' - 8¾", 59' - 6½"
Size Hole: 59' - 8" Hole 118½' - 6½"
Water Stands at 10'

0 - 5	Surface clay, gray, soft
18	Creek Gravel
51	Shale, some mundic
55	Lime, gray, soft
58	Creek Gravel
65	Creek Gravel, lime & white flint
75	Lime, white & brown flint
80	White & gray flint & mundic
85	" " flint & lime & mundic
90	" " " & mundic
95	White & blue flint & mundic
100	" " " "
115	" & gray " "
120	White & blue flint, lime & mundic
125	" " " tiff, lime & mundic
135	" " " & mundic
140	" Gray " lime & mundic
150	" " " mundic & trace zinc
155	White & gray flint, sand, mundic, good pb & zn shines
157½	" " " " " "
160	" " " " " "
162½	" " mundic, trace zinc
165	" " fair zn, trace pb
167½	White & blue flint, lots mundic, good zn, shines
170	" " gray flint, gray lime, lot mundic, zn shines
172½	" brown flint, lime, mundic, fair showing zn.
175	" " " brown lime, mundic - fair pb & zn shines
177½	" " " " " " trace zn.

Hole completed - 177½ ft.

MURPHY MINING CO., INC.

Hamner Lease

Hole D-2 - Location: 80' N to S2, 90' E to D-1
Started: 10/18/51 Completed: 10/31/51
Casing Record: 10' - 8", 46' - 6"
Size Hole: 40' - 8" Hole 160' - 6"
Water Stands at 20'
Driller: Percy Hovey

0 - 10	Soil and clay
18	Creek gravel
40	Black shale & boulder & mundic
50	Blue & gray flint, soft
65	White flint & gray lime
70	Brown lime, white flint
85	Gray lime & gray flint, soft
95	Gray & brown flint & selvage
110	White & gray & blue flint, soft
125	Gray lime, gray & blue flint
130	Gray & light blue flint
150	Gray flint & mundic, hard
155	White & gray flint
160	Gray flint & mundic
165	Gray flint, soft, fair lead & fair zinc
167½	Gray flint, mundic, traces of zinc
170	Gray flint, mundic, thin traces lead & zinc
172½	Gray & brown flint, thin traces lead & zinc
176	Gray & brown flint
180	Gray & brown flint

Hole completed - 180 ft.

NOV 2 0 1961

Mr. and Mrs. J. C. Rose
169 North Jefferson
Webb City, Missouri

Re: DMEA-1088 (Zinc-Lead)
Shelton Mining Company, Inc.
Shelton Mining Company Lease
Jasper County, Missouri
Contract Ibs-8122

Dear Mr. and Mrs. Rose:

By the terms of the subject Exploration Project Contract, as amended, and the certification of discovery or development, dated May 7, 1953, all minerals mined or produced from August 21, 1951, to August 21, 1961, were subject to the Government's percentage royalty as set forth in said contract.

As the period during which production was subject to royalty has now expired, the Government according to its present records retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this contract.

This correspondence relates to the Landlord's Subordination Agreement signed by you on July 31, 1951, under the Defense Minerals Administration program.

Sincerely yours,

George Fumich, Jr.

Director

GLAult/a
11-13-61
cc to: Director's Reading File
Contract Division
Code 500
Robert A. Laurence, USGS) each w/copy
V. J. Lynch, USBM) letter October 26, 1961

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

CERTIFICATION BY THE UNITED STATES OF AMERICA
OF A DISCOVERY OR DEVELOPMENT UNDER
AN EXPLORATION PROJECT CONTRACT

To: Mr. J. G. Shelton
Shelton Mining Co., Inc.
Webb City, Missouri

Pursuant to the provisions of Exploration Project Contract No. Idm-4122, dated August 21, 1951, Docket No. DMA 1088, hereinafter called the "Contract" between you and the United States of America, hereinafter called the "Government"; to establish and fix the Government's percentage royalty on production and its lien thereon and on the land described in the contract, the Government considers and therefore certifies that a discovery or development has resulted from the work from which commercial production of ore may be made.

The Government's estimate of said discovery or development is particularly described and delimited as follows: Churn drilling has shown and partially outlined submarginal zinc and lead mineralized areas occurring in limestones on tracts of land in Jasper County, Missouri, such tracts being particularly described in the contract.

Dated MAY 7 1953

THE UNITED STATES OF AMERICA

By O O Mittendorf
Administrator, Defense Minerals
Exploration Administration

WRGriswold/hmj
(5/4/53)
CC to: Docket
Cont. Admin. & Audit Div.
Region VI (2)
Finance Office
Base Metals Division
Russell Forbes, Act. Adm. DMPA
Adm. R. File
Op. Committee
Mr. Hedges, Rm 4604
Mr. Thayer, Rm 5216, GSA Bldg.
Mr. Griswold
Mr. F. E. Johnson
Chron.

500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAY 7 1953

Mr. J. G. Shelton
Shelton Mining Co., Inc.
Webb City, Missouri

Re: Docket No. DMA-1088 (Zinc-Lead)
Shelton Mining Company Leases
Jasper County, Missouri
Contract No. Idm-E122

Dear Mr. Shelton:

Transmitted herewith is a "Certificate of Discovery or Development" related to the Contract No. Idm-E122 on the subject mine.

By the terms of the Exploration Project Contract and of the Certification, all production from the property described in the contract, after August 21, 1951, the date of the contract, is subject to the Government's percentage royalty as set forth in the said contract until such sums as the Government may advance as its participating interest have been repaid or until August 21, 1961.

Payments should be made to Mr. H. L. Williams, Executive Officer, DMEA Field Team, Region VI, 221 West 3rd Street, Joplin, Missouri. Checks should be drawn in favor of the Treasurer of the United States. The purchaser should be advised to deduct the royalties from the amount due on each shipment and forward the checks to the Executive Officer.

Royalty payments to the Government should be accompanied by suitable evidence, such as copies of settlement sheets, showing quantity and grade of the products sold, the name of the purchaser and the price and charges, certified to be correct by the purchaser.

You are requested to notify Mr. Williams of any changes in ownership or production rights that might affect the Government's right to its percentage royalty. Also, if production ceases at any time for an extended period, please notify Mr. Williams at six-month intervals that such is the case.

WRGriswold/hmj (4/24/53)

Sincerely yours,

C. O. Mittendorf

Administrator

CC to: Docket
Cont. Admin. & Audit Div.
Region VI (2)
Russell Forbes, Act. Adm. DMPA
Adm. R. File
Op. Committee
Mr. Hedges, Rm 4604
Enclosure Mr. Thayer, 5216 GSA Bldg.
Mr. F. E. Johnson
Mr. W. R. Griswold

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAY 7 1953

Mr. Russell Forbes, Acting Administrator
Defense Materials Procurement Agency
General Services Administration Building
Washington 25, D. C.

Re: Docket No. Mi-1088 (Zinc-Lead)
Shelton Mining Co., Inc.
Shelton Mining Company Leases
Jasper County, Missouri
Contract No. Idm-X122

My dear Mr. Forbes:

Enclosed is one copy each of a "Certification of Discovery or Development" related to Exploration Project Contract No. Idm-X122 and of a final report by the Field Team.

The contract was dated August 21, 1951, with the Government participating to the extent of 50 percent in an exploration project estimated to cost $14,000.00. Of such amount $6,661.00 had been expended when the project was terminated, the Government's share being $3,330.50.

The total program of work done on the project consisted of 15 churn drill holes with a total length of 2,760 feet.

The discovery may be described as submarginal zinc-lead ores occurring in a mineralized area known locally as a "sheet-ground deposit". It is estimated that there are 56,000 tons of such submarginal ore which have been partially delimited, with content of 1.30 percent zinc and 0.18 percent lead.

MRGriswold/hmj
(5/4/53)

Sincerely yours,

C. O. Mittendorf

Administrator

CC to: Docket
Adm. R. File
Cont. Admin & Audit Div.
Region VI (2)
Base Metals Division
Op. Committee
Mr. Hedges, Rm. 4604
Mr. Thayer, Rm 5216
Mr. Griswold
Chron.

Enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

500

MAY 7 1953

Memorandum

To: The Administrator

From: Chief, Base Metals Division

Subject: Certification of Discovery or Development (Zinc-Lead)
Shelton Mining Co., Inc.
Shelton Mining Company Leases
Jasper County, Missouri
Docket No. [illegible] 1088, Contract Num- 122

The exploration project contract was dated August 21, 1951, with a total estimated cost of $14,000.00. The planned work program provided for 30 churn drill holes, with a total length of 5,700 feet.

The Operator actually completed 15 holes with a total length of 2,760 feet before discontinuing work in October 1952, without authority of the Government. Due to such non-compliance with the contract the Government terminated the contract on February 24, 1953. Total contract expenditures were $6,661.00, with the Government's share $3,330.50.

The churn drilling which was done showed the existence of a mineralized area (known locally as a sheet-ground deposit) containing 50,000 tons of submarginal ore with an estimated grade of 1.20 percent zinc and 0.18 percent lead.

W. R. Griswold

W. R. Griswold

Attachments
WRGriswold/hmj
5/4/53
CC to: Docket
Admr. A. File
Base Metals Division
Op. Committee
Mr. Griswold
Mr. Chambers
Chron.

REGISTERED MAIL - RETURN RECEIPT REQUESTED

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D. C.~~
Joplin, Missouri
February 24, 1953

Shelton Mining Company
c/o Mr. J. G. Shelton
Webb City, Missouri

Subject: Operator under Exploration Project Contract Idm-E122, Docket No. 1088I DMA Dated August 21, 1951, and to which an extension of six months was granted on August 5, 1952.

Gentlemen:

The United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, under the terms, of the above-mentioned contract, hereby terminates the contract on the following grounds:

The period of twelve months from the date of the Contract, together with the period of six month's extension, has expired and, therefore, further exploration by you is not warranted. Results of the exploration work performed by you under the subject contract do not appear favorable enough to warrant an extension of the term of the contract.

Upon receipt of this notice, as provided in said Contract, you are required to render to the Government a full and final accounting of your operation under the contract.

Any work prosecuted or costs incurred by you, including the drilling of the uncompleted drill hole No. 16-D, after the receipt of this notice shall be for your sole account, including the costs of any reports, accounts, and winding-up and settlement actions provided for in the Contract.

Dated this 24th day of February 1953.

UNITED STATES OF AMERICA

By W. P. Williams
W. P. Williams
Executive Officer
DMEA Field Team, Region VI

/jd

Joplin, Missouri

October 25, 1951

Mr. J. G. Shelton, Partner
Shelton Mining Company
319½ Main Street
Joplin, Missouri

Re: Docket No. DMA 1088X
(Contract No. Idm-E122)

Dear Mr. Shelton:

This letter constitutes the official approval by the DMA Field Team, Region VI, of the drilling contract dated September 15, 1951 between the Fountain Drilling Company and the Shelton Mining Company, a copy of which you have submitted to this office under Project Contract No. Idm-E122, Docket No. DMA-1088X.

Sincerely yours,

David Gallagher
Chairman
DMA Field Team, Region VI

CCK/lh

Orig. - J. G. Shelton
CC - 3 to DMA Coordinating Committee
1 to Amarillo Finance Officer

Government Copy
Lead - Zinc

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Joplin, Missouri

Amendment #1

Exploration Project Contract No. Idm-E122
(Docket DMA-1088X)

The "twelve (12) months" time limitation specified in Article 3 of Contract Idm-E122, dated August 15, 1951, between the United States of America and the Shelton Mining Company, Inc., 319½ Main Street, Joplin, Missouri, is hereby amended to provide for the Operator "to bring the project to completion within a period of eighteen (18) months from the date of this contract.

This amendment is effective as of August 21, 1952.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate total amount which the Government may pay, or the percentage of the costs which the Government may pay under the provisions of Article 13 of the contract.

Dated this 5th day of September, 1952.

UNITED STATES OF AMERICA

By David Gallagher
David Gallagher, Executive Officer
DMEA Field Team, Region VI

SHELTON MINING COMPANY, INC.

By J. G. Shelton
J. G. Shelton, President

/jd

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
SEP 8 1952

Document No. DMEA 1088

Commodity Lead-Zinc

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

STRATEGIC AND CRITICAL MINERALS EXPLORATION PROGRAM

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please enter on the records of the Defense Minerals Exploration Administration, under the Strategic and Critical Minerals Exploration Program, the following contract, or amendment to contract.

Contract No. Idm-E [illegible]

Date of Contract or Amendment: August 21, 1951

Name and Address of Operator:

[illegible] Mining Co., Inc.
[illegible]
[illegible], Mo.

Amount of Government participation $ 7,000.00

Percent of Government participation 50 %

Region: VI State: Missouri

Note: Please release $3,669.40; Office Contract Administration and Audit Division

(Name)

J. [illegible],
Chief, Contract Administration and Audit Division

(Title)

Date Delivered to Bureau of Mines, Washington. Sept. 3, 1951 13908

MF-200
(June 1951)

Docket No. DMA 1008
Commodity Zinc
Idm-E122

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

10/12/51

RECEIVED
SEP 10 1951
G. A. O.

EXPLORATION PROJECT CONTRACT [1]

It is agreed this 21st day of August, 1951, between the United States of America, acting through the Department of the Interior, Defense Minerals Administration, hereinafter called the "Government," and [2]
Shelton Mining Company, Inc.
319½ Main Street
Joplin, Missouri

hereinafter called the "Operator," as follows:

1. *Authority for contract.* This agreement is entered into under the authority of the Defense Production Act of 1950, pursuant to Mineral Order 5, entitled "Regulations Governing Government Aid in Defense Exploration Projects."

2. *Operator's property rights.* The exploration project shall be conducted on that certain property situated in the State of Missouri, County of Jasper described as follows: [3]
SW¼ NE¼; portion of NE¼ NE¼ Southwest of Spring River; portion of NW¼ SE¼ designated as Margaret A. Eck; portions of NW¼ SE¼ designated as Earl E. and Orpha Weaver; portion of NE¼ SW¼ designated as Nellie Arey and S½ SE¼; All being in Section 18, T. 29N., R. 32W. and shown on attached map.

with respect to which the Operator represents and undertakes: [4]

(*a*) ~~That he is the sole owner in possession and entitled to possession, and that the property is subject only to the following debts, liens, or encumbrances, as to each of which the subordination agreement of the holder is attached:~~

(*b*) That he is a lessee, in possession and entitled to possession, and the subordination agreement of the lessor is attached.

3. *Exploration project.* The Operator, within thirty (30) days from the date of this contract shall commence work on a project of exploration for [5] zinc; shall prosecute the work efficiently, expertly, in a workmanlike manner, in accordance with good mining standards, with suitable and adequate equipment, materials, and labor, all properly designed to bring the project to completion within a period of [6] twelve (12) months from the date of this contract. The exploration project and the work to be performed are more fully described on Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, is made a part of this contract.

4. *Performance of the work.* The work shall be performed by the Operator, under his sole direction and control: *Provided,* That with the consent of the Government and its written approval of the contract or contracts, all or any part of the work may be performed by the Operator through contract or contracts with independent contractors. The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

5. *Fixtures and improvements.* The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof. Any additional facilities, buildings, and fixtures, to be purchased, installed, or erected by the Operator, with the estimated cost of each, to which the Government will contribute currently its agreed pro rata share, are listed in Exhibit "A" attached hereto. The difference between the cost of such additional facilities, buildings, or fixtures, and the salvage value thereof at the conclusion of the work, shall be charged as a cost of the project to which the Government has contributed its pro rata share.

6. *Operating equipment.* Any operating equipment to be rented, purchased, or furnished by the Operator, with the allowable rental, purchase price, or depreciation, as the case may be, is listed under appropriate headings in Exhibit "A" attached hereto. As to equipment purchased for the project, the Government will contribute its agreed pro rata share of the cost thereof, and the difference between the cost and the salvage value at the conclusion of the work shall be charged as a cost of the project to which the Government has contributed its pro rata share.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property.
[4] Strike out the provision not applicable.
[5] Name of mineral.
[6] Not in excess of 2 years.

RECEIVED
CONTRACT SERV. SEC.
G. A. O.

16—64066-2

7. *Title to and disposition of property.* All facilities, buildings, fixtures, equipment, and other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

8. *Labor and supervision.* An itemized schedule of labor, by numbers and classes (miners, muckers, millmen, etc.), and of supervisors, by numbers and positions, with the maximum wages or salaries that may be paid to each as an allowable cost of the project is set forth in Exhibit "A" attached hereto.

9. *Rehabilitation and repairs.* A statement of the cost of any necessary rehabilitation or repairs to put existing facilities, buildings, installations, and fixtures into useful and operable condition and which are to be allowed as costs of the project is included in Exhibit "A."

10. *Allowable costs of the project.* The costs of the project in which the Government will participate are limited to the necessary, reasonable, direct costs of performing the exploration work, including the costs of materials, supplies, engineering, power, water, analytical work, accounting, and utilities, including items of equipment costing less than $50 each; and the costs referred to in Articles 5, 6, 8, and 9, and the exhibits annexed to and referred to in this contract. Although the Government may pay part of the cost of new or additional facilities, structures, buildings, and equipment, only the depreciation on such items, computed as indicated in Articles 5 and 6, will be charged as a cost of the project. No items of general overhead, corporate management, interest, taxes, or any other indirect costs not expressly allowed by these provisions, or work performed or costs incurred before the date of this contract, shall be allowed as costs of the project in which the Government will participate.

11. *Accounts and audits.* The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract.

12. *Progress reports.* The Operator shall provide the Government with monthly reports of work performed under the contract upon forms to be provided by the Government. Each monthly progress report shall bear the certification of the Operator and shall constitute the Operator's invoice of costs incurred on the project during the period covered by the report.

13. *Payment to the Operator.* The monthly progress report (invoice), to the extent approved by the Government, shall be processed for payment by the Government. Payment shall be made in the amount of 50 percent of the approved costs incurred; *Provided,* That the aggregate total of all sums paid by the Government under this agreement shall not exceed $7,000.00, which is 50 percent of the agreed estimated total cost of this project, $14,000.00.

14. *Final reports by Operator.* Upon completion of the project or termination of this contract, the Operator shall provide the Government with a comprehensive geologic and engineering report, including an estimate of ore reserves, to the best of his ability. Four copies of all reports shall be furnished to the Government.

15. *Repayment by Operator.* If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.

Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

16. *No assignment of contract.* Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder.

17. *Termination and completion.* The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worthwhile discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; shall dispose of any unused materials, supplies, and equipment for the joint account of the Operator and the Government in the proportion of their respective interests; and shall pay to the Government its pro-rata share of any money remaining.

Executed in sextuplicate the day and year first above written.

Shelton Mining Company, Inc.
(Operator)

By E. H. Shelton

THE UNITED STATES OF AMERICA

By C. O. Mitterdorf

Director, Production Expansion Division
Defense Minerals Administration

U. S. GOVERNMENT PRINTING OFFICE 16—64066-2

EXHIBIT "A"

The exploration project to consist of drilling a maximum of 30 churn drill holes ranging from 180 to 200 feet in depth and totaling 5700 feet. The drilling to be done on a contract basis.

Estimated cost of the project is as follows:

Drilling, 5700 feet @ $2.00 per foot	$11,400.00
Supervision, 5700 feet @ $0.40 per foot	2,280.00
Sampling expense	320.00
Total	$14,000.00

The drilling to be conducted on a plan submitted to the Field Team of DMA for approval prior to start of work.

Drilling to be done on contract basis approved by Field Team of DMA prior to start of work.

No additional costs other than drilling, supervision, and sampling expense as shown above shall be allowable under this contract.

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Jasper, State of Missouri, described in a certain Exploration Project Contract dated August 21, 1951, between ~~Joe G. Shelton and Russell B. Brinner~~ Shelton Mining Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated January 9, 1951, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 30th day of July, 1951

Andrew J Perry

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of [illegible], State of [illegible], described in a certain Exploration Project Contract dated August 21, 1951, between [illegible], Shelton Mining Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated [illegible] 0, 19[illegible], does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 3rd day of Aug, 1951

Earl E. Weaver

Orpha Weaver

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Jasper, State of Missouri, described in a certain Exploration Project Contract dated August 21, 1951 between J. G. Shelton and Russell Rodney Shelton Mining Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated December 13, 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 3rd day of Aug, 1951

O. L. Farmer

Evelyn Wright Farmer

U. S. GOVERNMENT PRINTING OFFICE 940768

MF-202

LANDLORD'S SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner in fee simple of that certain parcel of ground in the county of Jasper, State of Missouri, described in a certain Exploration Project Contract dated August 21, 1951, between ~~J. C. Shelton and Russell E. Prince~~, Shelton Mining Company, Inc., the Lessee of said property, and the United States of America;

NOW, THEREFORE, the undersigned, as Lessor of said property under lease dated May 24, 1950, does by these presents subordinate all of his right, title, and interest under the provisions of said lease to the right, title, and interest of the United States of America under the provisions of said Exploration Project Contract, and agrees that the lien and claim of the United States of America under the provisions of said contract shall be prior to the undersigned's rights to rentals or royalties under the terms of said lease; and

The undersigned further agrees that if said leasehold interest should be surrendered or if said lease should terminate at any time prior to the expiration of the rights of the United States of America under said Exploration Project Contract, the undersigned shall assume and does hereby assume all of the obligations of the Lessee under said Exploration Project Contract to make repayment to the United States of America according to the terms of said contract; and

The undersigned agrees to commit no act, nor assert any claim under judicial process or otherwise that may contravene or conflict with the prior lien and claim of the United States of America under the provisions of said Exploration Project Contract.

This undertaking and covenant shall be binding upon the heirs, successors, and assigns of the undersigned.

Dated this 31st day of July, 1951

J C Rowe Ethel Rowe

U. S. GOVERNMENT PRINTING OFFICE 940768

G U A R A N T Y

In consideration of the waiver by the United States of America of the requirement of a landlord's subordination agreement as set forth in paragraph 2(b) of the attached Exploration Project Contract between the undersigned and the United States of America, on property Known as the Margaret A. Eck, the undersigned hereby guarantees the payment to the United States of America of royalties, as specified in paragraph 15 of said Contract, upon any and all ore discovered or developed as a result of said Contract, which is mined within 10 years from the date of said Contract, whether or not the undersigned has any interest in the property covered by the said Contract or any part in the mining operations at the time said ore is mined. If for any reason the net smelter returns from operations that would be subject under said contract to such payments to the United States of America are not available as a means of measuring the amount of such payment, then the undersigned agrees and undertakes to make such payment according to the best estimates of the amount that can reasonably be made, and in the event of dispute as to such estimate, the undersigned agrees that the determination thereof by either the Administrator of Defense Minerals Administration or by the Director of the United States Bureau of Mines shall be final and binding upon the undersigned; provided, however, that should undersigned, prior to the accrual of any obligation to pay under this guarantee, furnish to the United States the subordination agreement required by paragraph 2(b) of said contract this covenant shall thereupon become fully satisfied and of no further force or effect.

Dated This 21st day of August 1951.

The Shelton Mining Co., Inc.

J. L. Shelton

COPY

ASSIGNMENT AND ACCEPTANCE

For value received we hereby assign all right, title and interest in and to the within lease and all mining rights thereunder unto SHELTON MINING COMPANY, INCORPORATED, its successors and assigns, and in consideration of the consent to this assignment by the lessor s guarantee the performance by the said SHELTON MINING COMPANY, INCORPORATED, of all the covenants on the part of the second party in said Lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto, we hereby assume and agree to do and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

WITNESS OUR HANDS, This 24th day of August, 1951, at Joplin, Missouri

J. G. Shelton

Russell B. Prince

STATE OF MISSOURI,
SS
COUNTY OF JASPER,

On this 24th day of August, 1951, before me the undersigned, a Notary Public within and for the County and state aforesaid, personally appeared J.G. Shelton and Russell B. Prince, to me personally known to be the persons described in and who executed the foregoing ASSIGNMENT, and acknowledged to me they signed the same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal ofmy office, on this, the day and year last above written.

My Commission expires July 16, 1955

Mabel Bullington
Notary Public

COPY

MINING LEASE

THIS INDENTURE, Made this 8 day of January, 1951, by and between

Earl E. Weaver and Orpha Weaver, his wife,

hereinafter (whether one or more) referred to as Lessor, and J. G. Shelton and

R. B. Prince hereinafter referred to as Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in

Jasper County, State of Missouri to-wit;

East Half (E½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), except Two Hundred Forty Feed (240) by Three Hundred Seventy-five Feet (375) in the Southwest Corner of Section Eighteen (18), Township Twenty-nine (29), Range Thirty-two (32) containing Eighteen (18) acres more or less, Jasper County, Missouri.

of Section 18, Township 29, Range 32, and containing 18 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at

Bank, at State of, on or before the

tenth (10th) day of each month, a royalty of five (5%) per centum of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceeding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof as royalty thereon. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmetal agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by Lessor at all reasonable hours.

M I N E R A L L E A S E

This INDENTURE, made this _____ day of _____, 19[illegible], by and between _____

_____ Lessor, and _____ Lessee,

_____

_____

_____ (_____) royalty to be paid, and _____ Lessee agrees

_____ hereinafter referred to as lessee.

Lessor hereby, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for iron and other ores, for ten years from this date hereof, the following described land (for the purposes hereof collectively referred to as the word) situated in

_____ County, State of _____ to-wit:

_____ (_____) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), except the Lesser Forty Feet (LFF) by three hundred Seventy-five feet (375) in the Southwest Corner of said a Fifteen (15), Township Twenty-nine (29), Range Twenty-two (22) containing Eighty (80) acres more or less, Harper County, Missouri.

at section, 14 _____, Township 29 _____, Range 22 _____ and containing 10 _____ acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for iron and other ores, together with the right and license to erect works for smelting or other purposes and remove and sell all iron and other ores thereby produced from said area, with the right to construct railroad and other necessary and convenient roads, with the right to enhance facilities or other improvements and to make excavations, construct foundations, erect buildings, docks, roads, shafts, and other improvements, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and shipping the ores mined therefrom, with the right in Lessee to remove all machinery so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION HEREOF, Lessee agrees to pay unto Lessor at _____

_____ Bank, at _____ State of _____, on or before the

tenth (10th) day of each month, a royalty of _____ per ton of the gross mine run of all the land and mine concentrates produced and sold from said land during the preceding month when the privilege to lease to a third such concentrates and pay Lessor a percentage of the market price thereof as royalty hereof. For the purpose of the lease of the Lessor and to the end that there may be no dispute as to the market price of concentrates so consumed, it is generally agreed that if Lessor is not satisfied with the market price used in making royalty settlement, Lessor shall have and hereby reserves to the said producers of said concentrates, or concentration of like quality, in lieu of said royalty, at the time there shall and further agree to give written notice at once in the event Lessor is not satisfied as aforesaid.

Said ore also concentrates is hereby defined to mean the silicate ores and/or land minerals as recovered at the mill or concentrating plant. Iron ores, including in addition to the iron, silica, and all other ses ia or elements contained in said concentrates, whether or not being metals or elements, by presently known or by future improved methods of recovery, are available.

For the purpose of royalty payments the sale price shall include any premium received from any governmental agency, up to but not exceeding the amount or limit, money or which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes now used or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores thereon or subsurface produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales, and such books or accounts shall be open to inspection by Lessor at all reasonable hours.

COPY

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as stfip or open-pit mining, and in the event of any strip or open-pit mining Lessee shall not be liable for damages done to the surface of said lands on account of such mining.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing ans sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands upon which same are deposited, and if ores androck from this or other lands are milled upon the lands, covered hereby all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-product materials, and during the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have the right to remove and selli said tailings and other by-product materials upon the payment of a royalty at the rate above specified on all such sales.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

11. The Lessee shall commence prospecting or mining upon said lands within six (6) months from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspensions of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of Lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender toLessor the sum of $ 4.50 , in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said three (3) months period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having ben commenced, for like periods, successively during the term of five (5) years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at _____ or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said rentals or royalties.

6. All mining operations shall be carried on in a workmanlike and workmanlike manner and may be conducted by shaft and underground tunnels or according to open cut methods or open-pit mining, and in the event of any strip or open-pit mining lessee shall not be liable for damage done to the surface of said lands or improvements thereon.

7. If in further exploration not covered under this lease there proven deposits by may be cleared and prepared for market or sale of other land within or adjacent the land area which the lands covered hereby are located, or may be opened individually by lessee as an independent operation, or in a small or mills in which case are using lessee, provided reserved to be a central concentrating plant and that such plant or plants may be located on these lands, with the right to break ores from other lands therein. If said central concentrating plant shall be employed with commercial reduction and smelting facilities such ores shall be weighed, sampled, treated, smelted and concentrated separately, and accounted for in the manner which is not or may hereafter be established by mining and practice elsewhere. If said central plant shall be employed with smelting facilities, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands not owned or under lease, nor shall concentrates recovered from ores from other lands, and slag concentrates shall be sold and accounted for separately from any other concentrates.

8. All ores and rock from the lands covered hereby mined or other lands the said lessee, rock and other by-products resulting therefrom shall belong to the owner of such other lands upon which same are produced, and if ores mined from this or other lands are milled upon the lands covered hereby all products shall belong to lessor, provided, however, lessee shall at its own cost and expense the life of this lease have the right to install and have on other by-product recovery, and during the period of such installation operation lessee shall be relieved from the obligation to conduct concentrating or milling operations and provided further, lessee shall at all times during said period have the right to remove and sell said building and other by-product installations upon the expiration of the said, above specified or all mine sales.

9. Lessee shall have the right to use underground tunnels or drifts for finding, mining or removing from other lands and to remove ores and minerals mined on the lands covered hereby through or shaft or shafts, adjoining lands, subject to rules and regulations and to utilize lands through a shaft or shafts on other lands, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The lessee shall have the right to erect such buildings for the purpose of operations and of mining, not inconsistently interfering with the prospecting and mining operations of lessor.

11. The lessee shall commence prospecting or mining upon said lands within _____ days (a) months from the date hereof. Such prospecting or mining work to be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable conditions, strikes or other conditions beyond the control of lessee, and except that upon the payment of the compensation provided for in the preceding in each month during the period of such suspension, operations may be suspended. Until lessee proves to which mining can be profitably conducted, prospecting and exploration of operations for said last mentioned ores shall not continue longer than six (6) months without the written consent of lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and lessee shall pay or tender to lessor the sum of $ 50 in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months from and after the period of time last above mentioned, during which time said lease shall be in full force and effect, lessee to have the exclusive right of said prospecting or mining operations for and during the said three (3) months period. In like manner upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended for three (3) successive periods of three (3) months each, during the term of five (5) years from the date hereof. All such payments or tenders may be paid by personal check, bank draft, postage stamps, or lessor at _____ or to the bank hereinbefore mentioned, or its successors, or to lessor's credit, or to lessor, or to any authorized agent of lessor.

Said bank, or such other bank as lessor may in writing hereafter designate, or its successors by power hereunto is hereby made the agent of lessor to receive all rentals and royalties hereunder, and the same shall constitute as a depository of such rentals or royalties during the life of said lease regardless of changes of ownership of said rentals or royalties.

COPY

13. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on s id land by Lessee, showing any assays made of cuttings there from, and shall, upon request of Lessor, furnish print of any underground workings on said land.

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

16. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

17. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

18. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

19. The terms and conditions of this lease shall be binding upon and inure to the benefits of the heirs, successors, legal representatives and assigns of the parties hereto.

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

J. G. Shelton	Earl E. Weaver
Russell B. Prince Lessee	Orpha Weaver Lessor

STATE OF MISSOURI
SS
COUNTY OF JASPER

BE IT REMEMBERED, That on this 8 day of January 1951, before me personally appeared Earl E. Weaver and Orpha Weaver to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

My term expires March 3 1952

Evans W. Buskett
Notary Public

[illegible]

13. Lessee shall furnish lessor a free copy of the log of each drill pipe used on a job by lessee, showing approximate depth of outcrops above fresh, and salt, open fissures or tunnels, kind of any obstructions encountered on said land.

14. Upon the completion of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as oil or gas shall be produced therefrom by lessee, or lessee shall continue prospecting, or drilling operations on said land or any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the lessee shall have the right, at any time, to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described land, in event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

16. Lessee shall pay for damages caused by operations pertaining to drilling and/or any improvements on said land.

17. In case of failure on lessee's to keep and perform the terms of this lease, lessor may give thirty (30) days notice of the violation complained of, and if such violation or default is not cured within said period this lease shall thereupon terminate, at the option of the lessor which option shall be exclusive.

18. The lessee may at any time, if lessee desires to do so, pay all applicable taxes due, surrender and terminate this lease by giving sixty (60) days notice of intention to do so and thereupon lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

19. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

E. F. Stokes — Joel A. Carver

Lessor — Lessee

Joseph A. Stokes — Joe B. Carver

Lessor — Lessee

STATE OF ALABAMA

COUNTY OF JACKSON

BE IT REMEMBERED, that on this 3 day of January 1951, before me personally appeared Joel A. Carver and Joe B. Carver to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year here above written.

My commission expires June 3 1952

Joseph A. Stokes

Notary Public

COPY

ASSIGNMENT AND ACCEPTANCE

For value received we hereby assign all right, title and interest in and to the within lease and all mining rights thereunder unto SHELTON MINING COMPANY, INCORPORATED, its successors and assigns, and in consideration of the consent to this assignment by the lessor s guarantee the performance by the said SHELTON MINING COMPANY, INCORPORATED, of all the covenants on the part of the second party in said Lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto, we hereby assume and agree to do and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

WITNESS OUR HANDS, This 24th day of August ,1951, at Joplin Missouri.

J. G. Shelton

Russell B. Prince

STATE OF MISSOURI,
SS
COUNTY OF JASPER,

On this 24th day of August, 1951, before me the undersigned, a Notary Public within and for the County and state aforesaid, personally appeared J. G. Shelton and Russell B. Prince , to me personally known to be the persons described in and who executed the foregoing ASSIGNMENT, and acknowledged to me they signed the same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, on this, the day and year last above written.

My Commission expires July 16, 1955

Mabel Bullington
Notary Public

COPY

MINING LEASE

THIS INDENTURE, Made this 24 day of May 1950 by and between

J. C. and Ethel Rowe

hereinafter (whether one or more) referred to as Lessor, and J. G. Shelton and W. H. Poole hereinafter referred to Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lear and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri to-wit;

Covering the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), except north ten (10) acres, containing 30 acres, more or less of Section 18, Township 28, Range 32.

of Section 18, Township 29, Range 33, and containing 30 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessarily for efficiently prospecting and mining said land and treating the ores mined therefrom, with the ri ht in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at Merchants and Miners Bank Bank, at Webb City State of Missouri, on or before the tenth (10th) day of each month, a royalty of Five Percent (5) per centum of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceeding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof as royalty thereon. For the protection of the Less and to the end that there may be no dispute as to the market price of concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by Lessor at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining Lessee shall not be liable for damages done to the surface of said lands on account of such mining.

[illegible]

THIS INDENTURE, made this 21 day of [illegible] 190[illegible] by and between

[illegible] hereinafter referred to as "Lessor" and [illegible] hereinafter referred to "Lessee".

WITNESSETH: 1. That in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for the purpose of producing lead and zinc ores, for a period of one year from date hereof, the following described land (for this purpose hereof sometimes referred as "the premises") situated in Jasper County, State of Missouri, to wit:

covering the northwest quarter (NW¼) of the southeast quarter (SE¼), except one-fourth (¼) acres, containing 39 acres, more or less of Lot 2 of section 14, township 29, range 32, or [illegible] 38, township [illegible], range [illegible], and containing 38 [illegible] acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prospect for market, by drilling and sinking on said land and all connected products from said ores, with the rights to construct buildings or other structures and to mine excavations, overhangs, shafts, tunnels, drifts, etc. roads, trenches, or other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may consider by its office sole prospecting and mining with lead and smelting the ores mined thereon, with the right to Lessee to remove all property so placed thereon at any time during the term of the lease or within one year after the termination of said lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor as royalty and bonus the sum of [illegible] Dollars, payable [illegible] Bank of Joplin, Joplin, Missouri, or to Lessor at the option of the Lessee, on the [illegible] day of each month, a royalty of five cents (5¢) per pound for [illegible] lead and zinc ore mined and sold from said land, including the [illegible] with the privilege to Lessee to construct such warehouses and pay [illegible] of the ore mined and sold thereof to Lessor thereon. For the purpose of the use and to the end that there may be no dispute as to the amount payable to Lessor, it is expressly agreed that it lessee be not satisfied with the warehouse rules used in making monthly settlements, Lessee shall have the further privilege to [illegible] of said warehouse, or supervisor of the quality of the ore mined and sold, at the time [illegible] shall agree to have written notice of the same, [illegible] the said warehouse [illegible].

Lessee and Lessor recognize the hereby defined to mean the minerals also and/or lead minerals as recovered as the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or minerals contained in said tailings, dumps, slumps or any such metals or minerals, by processes known or by future discoveries to be recovery, and valuable.

For the purpose of royalty payments the sale price shall include any profits accrued from any governmental agency, up to but not exceeding the amount of royalty on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessee agrees to pay Lessor its proportionate part of any taxes assessed on leased to the extent in which said lands are injured or enhancement thereof, or by the general government against the ores and/or concentrates produced from said land during said term.

5. The Lessee will keep accurate books showing quantities and kinds of ores and products from said lands, and full or complete, when [illegible] and [illegible] received from such books and such books of account shall be open to inspection by Lessor at all reasonable hours.

6. All mining operations shall be carried on in a workmanlike and [illegible] and may be conducted by shafts and underground tunnels or excavations in the same manner as study or open-pit mining, and in the event of any such or open-pit mining Lessee shall not be liable for damages done to the surface of said lands or removal of such mining.

COPY

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for inthe manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the land covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the land, covered hereby all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-products materials, and during the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have the right to remove and sell said tailings and other by-product materials upon the payment of a royalty at the rate above specified on all such sales.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and materials mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoise ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

11. The Lessee shall commence prospecting or mining upon said lands within Six Months (6) from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably caried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cuase shall not continue longer than six (6) months without the written consent of Lessor.

12. If prospecting ormining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender tdLessor the sum of $ 7.50 , in the manner hereinafter provided, such payment or tender shall operateas a rental for three (3) months from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said three (3) months period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of five (5) years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, toLessor at _____ or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent ofLessor toaccept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

13. Lessee shall furnish Lessor, a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land.

[illegible]

7. It is further understood and agreed that all area mineral [illegible] lands covered by [illegible] shall be reserved for [illegible] or other lands [illegible] lands covered hereby are located, as may be deemed [illegible] by the Indian department, or in such manner as shall be [illegible] by the lessee, [illegible] to be a central concentrating plant and such [illegible] as may be [illegible] to be [illegible] area from other adjacent property. If said central concentrating plant shall be constructed on adjacent property, then such area shall be [illegible], always, provided, [illegible] concentrated [illegible] for in the [illegible] lessee [illegible] as the [illegible] and processing machinery and [illegible]. If said tempered glass shall be [illegible] equipment [illegible] and [illegible] crushers, then the area from which the land covered hereby shall not be separated with area from other lands [illegible] or certain [illegible] and [illegible] concentrates recovered therefrom be [illegible] with the concentrates recovered from other areas, and said concentrates shall be [illegible] for [illegible] from any other concentrates.

8. If [illegible] and [illegible] for the lands covered hereby are [illegible] on other lands [illegible] and other by-products resulting therefrom [illegible] to be [illegible] such other lands as of the lands upon which such are deposited, and if some [illegible] from [illegible] or other lands and [illegible] upon the lands covered hereby [illegible] such materials shall [illegible] lessee, provided, however, lessee shall at all times during the life of this lease [illegible] right to mill and [illegible] and other by-products [illegible], and erecting the [illegible] such [illegible] operation lessee shall be [illegible] from the obligation to conduct [illegible] operations or mining operations, and provided further, lessee shall at all times [illegible] shall have the right to remove and mill said [illegible] and other by-products [illegible] upon the [illegible] of a royalty at the rate above specified on all such [illegible].

9. Lessee shall have the right to use [illegible] materials or water for [illegible] of ores from other lands and to receive ores and materials [illegible] on the lands covered hereby [illegible] or lands or other lands or [illegible] and to [illegible] over and [illegible] lands through a [illegible] on said lands, provided such [illegible] and [illegible] lands covered hereby shall not be [illegible] with other ores [illegible] except as above [illegible].

10. The lessor shall have the right to [illegible] and land for the purposes [illegible] and [illegible], not unnecessarily interfering with the [illegible] and [illegible] of lessee.

11. The lessee shall commence prospecting or [illegible] upon said lands [illegible] from the date hereof. Such prospecting or [illegible] shall be carried on continuously and shall not be suspended [illegible] any time for longer than [illegible] except on request of lessee's [illegible] or other conditions beyond the control of lessee, and except that when the [illegible] value of the concentrations recovered from said lands is not such [illegible] shall be [illegible] by lessee, operations may be suspended until prices improve to that [illegible] can be profitably [illegible]. Suspension of operations for [illegible] months [illegible] shall not [illegible] in [illegible] (a) [illegible] and [illegible] of lessee.

12. If [illegible] mining operations should not be commenced on [illegible] within the time [illegible] and lessee shall pay or tender to lessor the [illegible] in the manner provided in paragraph [illegible] hereof, such payment or tender shall [illegible] for three (3) months from and after the ending of the time [illegible], and lessee shall also have the right and privilege in the [illegible] to enter the premises or drill exploration or mining operations for and during the said three (3) months period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after a five year period, for like periods, successively during the term of [illegible] three (3) years from the date hereof. All payments or tenders herein may be paid or tendered direct to [illegible], or to the [illegible] or to the [illegible] or to the [illegible]

COPY

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long hereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

16. Lessee shall pay for damages caused by operations hereunder to growing crops and/or improvements on said land.

17. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon, at the option of the Lessor which remedy shall be exclusive.

18. The Lessee may at any time desire, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relived from all obligations hereunder, with like effect as if this lease had not been made.

19. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

J. G. Shelton

W. H. Poole
Lessee

J. C. Rowe

EThel Rowe
Lessor

STATE OF Missouri
SS
COUNTY OF Jasper

BE IT REMEMBERED, That on this 24 day of May 1950, before me J. C. Rowe and Ethel Rowe to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

My term expires April 24, 1954

Helen E. Myers
Notary Public

14. Upon the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as oil shall be produced therefrom by the lessee, or lessee shall continue prosecution of mining operations on said land on any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right, at any time, to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands in event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

16. Lessee shall pay for damages caused by operations hereunder to growing crops and/or improvements on said land.

17. In case of failure of lessee to keep and perform the terms of this lease, lessee may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon, at the option of the lessor, which shall be exercised in writing, be cancelled.

18. This lease may at any time terminate, if lessee contends to do so, pay all royalties then due, surrender and terminate this lease by giving ninety days' written notice of intention so to do and thereupon lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

19. Obligations and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

[illegible] [illegible]

[illegible] [illegible]

Lessee Lessor

STATE OF [illegible]

COUNTY OF [illegible]

BE IT REMEMBERED, THAT on this [illegible] day of [illegible], 1[illegible], before me [illegible] and [illegible], to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My term expires April 28, 1[illegible] [illegible]

Notary Public

COPY

ASSIGNMENT AND ACCEPTANCE

For value received we hereby assign all right, title and interest and to the within lease and all mining rights thereunder unto SHELTON MINING COMPANY, INCORPORATED, its successors and assigns, and in consideration of the consent to this assignment by the lessor s guarantee the performance by the said SHELTON MINING COMPANY, INCORPORATED, of all the covenants on the part of the second party in said Lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto, we hereby assume and agree to do and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

WITNESS OUR HANDS, This 24th day of August, 1951, at Joplin, Missouri.

J. G. Shelton

Russell B. Prince

STATE OF MISSOURI,
SS.
COUNTY OF JASPER,

On this 24th day of August, 1951, before me the undersigned, a Notary Public within and for the County and state aforesaid, personally appeared J. G. Shelton and Russell B. Prince to me personally known to be the persons described in and who executed the foregoing ASSIGNMENT, and acknowledged to me they signed the same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, on this, the day and year last above written.

My Commission expires July 16, 1955.

Mabel Bullington
Notary Public

COPY

MINING LEASE

THIS INDENTURE, Made this 9th day of January, 1951, by and between Andrew J. Perry (single)

hereinafter (whether one or more) referred to as Lessor, and J. G. Shelton and R. B. Prince hereinafter referred to as Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri. to-wit:

South ½ of the Southeast ¼, (containing 80 acres), Section 18, Township 29, Range 32, Jasper County, Mo. More or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at The Webb City Bank at Webb City State of Missouri, on or before thetenth (10th) day of each month, a royalty of Five (5) per centum of all moneys received for the lead and zinc concentrates produced and sold from said land during the preceeding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof as royalty thereon. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

4. Lessor agrees topay Lessor's proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by Lessor at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in the Tri-State District.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices,

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M I N E R A L L E A S E

THIS INDENTURE, made this 7th day of January, 1921, by and between

Andrew J. Perry (single)

hereinafter (whether one or more) referred to as lessor, and A. J. Melton and

A. E. Pierce hereinafter referred to as lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by lessee, lessor does hereby lease unto lessee for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri, to-wit:

South ½ of the southeast ¼, (containing 80 acres), Section 18, Township 29, Range 30, Jasper County, Mo. More or less.

2. The lessor hereby gives and grants unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures, and to make excavations, openings, shafts, drains, ditches, tracks, roads, roadbeds, and other improvements upon said premises, including the use of timber in said constructions, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and producing the ores therefrom, with the right in lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration hereof, lessee agrees to pay unto lessor at the rate of

Sixty (60) cents per ton of Mineral on or before fourteen (14th) day of each month, a royalty on Five (5) per centum of all ores produced for the said term from concentrates produced and sold from said land during the preceding month at the prevailing to lessee to contract such concentrates and pay lessor said percentage of the market price thereof as royalty thereon. For the production of the lessor and to the end that there may be no dispute as to the market price of concentrates so produced, it is expressly agreed that if lessor be not satisfied with the market price used in making royalty settlements, lessor shall have and hereby agrees to take all percentage of said concentrates, or concentrates of like or fair, in lieu of said royalty, at the mine where stored and further agrees to give written notice at once in the event lessor is not satisfied as aforesaid.

4. Lessee agrees to pay lessors proportionate part of any taxes assessed or levied by the state in which said lands are located or by municipal corporation thereof, or by the federal government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and said or concentrates, when and to whom sold, and be ready to exhibit same and such books of account shall be open to inspection by lessor at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner as the same are usually conducted in the Tri-State District.

7. If in mining underground any ores are met with from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by lessee, in an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to travel over from other lands thereto. If said central concentrating plant shall be equipped with submerging weighing and sampling devices,

COPY

THEN SUCH ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered the refrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands thetailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the lands, covered hereby all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-products materials, and during the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or milling operations, and provided further, Lessee shall at all times during said period have the right to remove and sell said tailings and other by-products materials upon the payement of a royalty at the rate above specified on all such sales.

9. Lessee shall have the right to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the land covered hereby shall not be commingled with other ores and minerals except as above provided in paragraph 7.

10. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

11. The Lessee shall commence prospecting or mining upon said lands within six months from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyong the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of Lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender toLessor the sume of $ 20.00, in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months from and after the period of time last above stated, and the same shall also cover the right and privilege in theLessee to defer the comencing of said prospecting or mining operations for and during the said three (3) months period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like period, successively during the term of _____ years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at _____ or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafterdesignate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownershipof said land or said rentals or royalties.

13. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land at least once each three months' period.

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

[illegible] shall be valuing, assayed, [illegible] and accounted [illegible] and accounted for in [illegible] which is now or may hereafter be established as [illegible] period and prescribe therein. It said capital [illegible] not be required [illegible] equipping [illegible] shall [illegible] be consulted with over [illegible] before or during mining, nor shall any [illegible] treated recovered [illegible] be consulted with the [illegible] other [illegible] and [illegible] shall be [illegible] or [illegible].

[illegible] and rock from the lands covered hereby are mined or other [illegible] rock and other by-products resulting therefrom shall belong to the owner of such other land of the lands upon which such are [illegible], and if ores and rock from this or other lands are mined upon the lands covered hereby all such materials shall belong to lessor, provided, however, lessee shall at all times during the life of this lease have the right to install such buildings and other by-products materials, and during the period of such installation and operation lessee shall be entitled from the beginning to operate providing or mining operations, and provided, however, lessee shall at all times during said period have the right to remove such [illegible] and other by-products materials upon the termination of a royalty at the rate above specified on all such [illegible].

6. Lessee shall have the right to [illegible] and minerals mined on the lands covered hereby through a shaft or [illegible] or adjoining lands and to [illegible] and [illegible] on adjoining lands through a shaft or [illegible] on this land, provided the ore and minerals mined on the land covered hereby shall not be commingled with other ore and minerals mined [illegible] provided to royalty.

10. The lessor shall have the right to enter upon the land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

11. The lessee shall exercise prospecting or mining [illegible] and lease [illegible] [illegible] from the date hereof. Such prospecting or mining shall be carried on [illegible] diligently and shall not be suspended at any time for longer than [illegible] days except on account of unavoidable contingency, failure or other causes beyond the control of lessee, and upon [illegible] shall be the sole value of the concentrates and ore from said operations be said mining lessee cannot be profitably carried on by lessee, then lessee may be suspended until such time as the mining can be profitably conducted; provided, suspension of operations for such last mentioned cause shall not continue longer than [illegible] (6) months without the written consent of lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and leased shall pay or tender lessor the sum of $ [illegible] in the manner hereinafter provided, then payment or tender shall operate as a rental for the [illegible] (1) month from and after the period of time herein above stated, and the same shall also cover the right and privilege to the lessee to enter the premises or grid prospecting or mining operations for and during the next three (3) months period. In like manner and upon like payment or tender, the commencement of prospecting or mining operations may be further delayed or suspended under terms and conditions, for like period, successively during the term of [illegible] years from the date hereof. All rentals the lessee may be paid by lessee's check, [illegible], tender or [illegible] to lessor at [illegible] or to such hereinbefore mentioned, or his successors, for lessor's credit, on or before the due day when rentals shall become payable.

Said land, or such other land as lessee may in writing hereinbefore indicated and the [illegible] by mutual irrevocable [illegible] made the grant of leases to [illegible] and [illegible] provided for, and the same shall constitute as a dedication of such land for mining purposes the title of said lessee regardless of change of ownership of said land or such rentals or royalties.

13. Lessee shall furnish lessor a time [illegible] of the [illegible] of such drill holes bored on said land by lessee, showing any assayables of ore veins [illegible], and shall, upon request of lessor, furnish copies of any underground workings on said land or any part thereof, in good faith.

14. Upon the cancellation of the term for [illegible] time, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

COPY

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

16. The Lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered hereby.

17. Lessee shall pay for damages caused by operations hereunder to growing crops and/ or any improvements on said land.

18. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

19. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, durrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heris, successors, legal representatives and assigns of the parties hereto.

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

J. G. Shelton	Andrew J. Perry
Russell B. Prince	
Lessee	Lessor

STATE OF Missouri
SS
COUNTY OF Jasper

BE IT REMEMBERED, That on this 9th of January 1951, before me personally appeared Andrew J. Perry (single) to me known to be the person described in and who executed the foregoing instrument, and acknowledged and he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

My term expires July 28, 1952

Lou G. Jones, Sr.
Notary Public

15. Lessor hereby waives and agrees to defend the title to the land herein conveyed, and agrees that the lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

16. The lessee shall have the right to assign or sublet said lease, or any portion of the acreage covered herein.

17. Lessee shall pay for damages caused by operations pursuant to grazing crops and or any improvements on said land.

18. In case of failure of lessee to keep and perform the terms of said lease, lessor may give thirty (30) days written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the lessor which notice shall be conclusive.

19. This lease may at my time, if lessee desires so to do, be cancelled upon thirty (30) days written notice to lessee by giving sworn proof within notice of violation to be done thereupon lessee shall be relieved from all obligations hereunder, upon like notice as if this lease had not been made.

20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the respective parties.

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

J. M. Hudson — Lessor

Alfred A. Ferry — Lessee

Witness

Witness

State of California
County of Kern

On this 20th day of July, 1952, before me personally appeared Alfred A. Ferry (single) to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

My term expires July 20, 1952

Ina C. Graves, N.
Notary Public

COPY

ASSIGNMENT AND ACCEPTANCE

For value received we hereby assign all right, title and interest in and to the within lease and all mining rights thereunder unto SHELTON MINING COMPANY, INCORPORATED, its successors and assigns, and in consideration of the consent to this assignment by the lessor s guarantee the performance by the said SHELTON MINING COMPANY, INCORPORATED, of all the convenants on the part of the second party in said Lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto, we hereby assume and agree to do and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

WITNESS OUR HANDS, This 24th day of August, 1951, at Joplin, Missouri.

J. G. Shelton

Russell B. Prince

STATE OF MISSOURI,
SS.
COUNTY OF JASPER,

On this 24th day of August, 1951, before me the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared J. G. Shelton and Russell B. Prince, to me personally known to be the persons described in and who executed the foregoing ASSIGNMENT, and acknowledged to me they signed same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, on this, the day and year last above written.

My Commission expires July 16, 1955.

Mabel Bullington
Notary Public

ASSIGNMENT AND ACCEPTANCE

For value received, we _____ hereby assign all right, title and interest in and to the within lease and all during rights thereunder unto MONTGOMERY WARD, INCORPORATED, its successors and assigns, and in consideration of the assumption to pay assignment or the lessor _____ guarantee the performance by the said MONTGOMERY WARD, INCORPORATED, of all the covenants on the part of the second party in said lease mentioned.

In consideration of the above assignment and the mutual covenants of the party of the third part thereto, we hereby assume and agree to be and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

WITNESS MY HAND, this _____ day of _____, 19__, at _____, Missouri.

_____

_____

_____

_____

STATE OF MISSOURI,
SS.
COUNTY OF _____

On this _____ day of _____, 19__, before me the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared _____ and _____ to me personally known to be the persons described in and who executed the foregoing INSTRUMENT, and acknowledged to me they signed same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, on this, the day and year last above written.

My Commission expires _____, 19__.

_____
Notary Public

COPY

MINING LEASE

THIS INDENTURE, Made this 13 day of December 1950 by and between

O. L. Farmer and wife Evelyn Wright Farmer

hereinafter (whether one or more) referred to as Lessor, and J. G. Shelton and

Russell B. Prince hereinafter referred to as Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri. to-wit:

The southwest quarter (SW¼) of the Northeast quarter (NE¼) and all that part of the northeast quarter (NE¼) of the northeast quarter (NE¼) lying on south side of Spring River, all in Section eighteen (18), Township twenty nine (29), Range thirty-two (32), Jasper Co. Missouri. ALSO that part of the Southeast quarter (SE¼) of the southeast quarter (SE¼) of Sec. seven (7), lying south of Spring River, and that part of the northwest quarter (NW¼) of Northwest quarter (NW¼) of Sec. seventeen (17), lying south of Spring River, all in Twp tenty-nine (29), Range thirty two (32), Jasper County, Mo. more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at Central National Bank, at Carthage, State of Missouri, on or before the tenth (10th) day of each month, a royalty of five (5) per centum of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceeding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof as royalty thereon. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zince and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes asses or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by Lessor at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining Lessee shall not be liable for damages done to the surface of said lands on account of such mining.

L E A S E

This Agreement, made this 15th day of December 1950 by and between

G. L. Barnes and Ida Belle Wright Barnes

hereinafter called lessor, and G. H. Hamilton and

hereinafter called lessee, witnesseth:

1. Lessor leases to lessee, for the purpose of exploring for oil, gas, and other minerals, and producing, storing, and marketing the same, the following described land in Tulsa County, State of Oklahoma, to-wit:

The southwest quarter (SW¼) of the northeast quarter (NE¼) and all that part of the southeast quarter (SE¼) of the northwest quarter (NW¼) lying on north side of Spring Creek, in Section eleven (11), township twenty nine (29), range thirteen (13), Tulsa County, Oklahoma. Also that part of the southeast quarter (SE¼) of the southwest quarter (SW¼) of Sec. seven (7), lying southeast Spring Creek, and that part of the northwest quarter (NW¼) of southwest quarter (SW¼) of Sec. eighteen (18), lying south of Spring Creek, all in the twelve-foot (29), Range thirty two (32), Tulsa County, Oklahoma, or less.

2. The lessor hereby gives and grants unto lessee, for said term, the exclusive right and license to prospect and drill said land for oil and gas, together with the right to use all land and water to prepare for drilling or said purposes, to remove the same and all land and other commodities produced thereon, with the right to construct and maintain roads, pipelines and other necessary structures, including, modifying, dredge, dikes, ditches, and other improvements upon said premises, including the use of water in said operations, and to place such equipment thereon as lessee may deem necessary for efficiently managing and draining said land and producing the oil and gas and other minerals, with the right to remove all property placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof, lessee agrees to pay unto lessor as royal ty

Seventy (70) per acre, payable on or before eighteen (18) months from date hereof, a bonus of Five (5) per acre of the gross acreage of all the land and time covered by this lease and all land under the proportionally equal with the land included to lessee as aforesaid thereon. For the production of the lessor and to the end that lessee may be in compliance as to the material price of commodities it is generally agreed that if lessee buyer established at the chemical price now in making contracts, lessor shall have and hereby agrees to take said commodity at said contracts, or commodities of like quality, in lieu of said royalty, at the place where storage and further agrees to give written notice as close to the event lessee is ready to deliver.

4. Lessee and time commencement is hereby declared to be a reasonable price and/or lease will be conveyed at the mill or commencing plant, transport, insurance, insurance to line or tank, by and all other media as elsewhere contained in such commodities, whether or not such media or elements, by practically known or by the methods of recovery, are valuable.

For the purpose of any law relative the sale price shall include any tax or levy received from any governmental agency, or to work assessing the amount of taxes which lessee may be required to pay under law or valid regulation issued by any governmental agency having jurisdiction thereof.

5. Lessor agrees to pay lessee's proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal government against the same and/or commodities produced from said lands covered herein.

6. The lessee will keep accurate book, showing quantities and kinds of commodities produced from said lands, and held or consumed, upon and to said sale, and the money received from sales and such books of account shall be open to inspection by lessor at all reasonable hours.

7. All mining operations shall be carried on in a workmanlike and scientific manner and may be conducted by shaft and underground mining or concentrating in the manner found as likely or practicable, and in the event of any strike or work-out mining operations shall not be liable for damages due to the exercise of such rights as herein contained.

COPY

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the landsupon which same are deposited, and if ores and rock from this or other lands are milled upon the lands, covered hereby all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-product materials, and during the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have the right to remove and sell said tailings and other by-product materials upon the payment of a royalty at the rate above specified on all such sales.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

11. The Lessee shall commence prospecting or mining upon said lands within six months from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyong the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspensions of operations for said last mentioned case shall not continue longer than six (6) months without the written consent of Lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender toLessor the sum of $ 20.00, in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said three (3) months period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of _____ years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at _____ or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

13. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land.

9. If in further research or exploration it is found that all oil and gas in the lands covered by the license and proposed for leasing or other lands adjacent or adjacent to the lands covered by the license and proposed for leasing, or any part thereof, is found to be of a character or quality not suitable for the purpose of the licensee, or in a quantity or value in which other oil and gas fields are being developed, or in insufficient quantities, or in a quality or value in which other oil and gas fields are being developed, consent referred to in a general conservation plan and that such plans or plans may be located on other lands, with the right to enter over from other lands thereon. If such general conservation plan shall be adopted which necessitates unitizing and sharing of the oil and gas in the lands covered by the license, such conservation plan shall be adopted, approved, executed and carried out by the licensee, and such conservation plan shall be adopted with the consent of the owner of any adjacent lands or other lands in the vicinity, and shall be approved by the Minister of Mines and Resources, and shall be

COPY

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

16. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

17. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

18. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relived from all obligations hereunder, with like effect as if this lease had not been made.

19. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

J. G. Shelton

O. L. Farmer

Russell B. Prince
Lessee

Evelyn Wright Farmer
Lessor

STATE OF Missouri
SS.
COUNTY OF Jasper

BE IT REMEMBERED, That on this 13 day of December 19 50, before me personally appeared O. L. Farmer and Evelyn Wright Farmer to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

My term expires March 3, 1952

Evans W. Buskett
Notary Public

14. Upon the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as oil or gas shall be produced thereunder by the lessee, or lessee shall continue prosecuting or making operations on said land or any part thereof in good faith.

15. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the lessee shall have the right, at any time, to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

16. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

17. In case of failure of lessee to keep and perform the terms of this lease, lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the lessor which remedy shall be cumulative.

18. The lessee may at any time, if lessee desires to do so, pay all royalties then due, surrender and cancel this lease by giving seven days' written notice of intention so to do and thereupon lessee shall be relieved from all obligations hereunder, with the exception of the rights lessee had not been made.

19. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

G. E. Smith L. L. Baker

Lessee Lessee

Lessee Lessee

STATE OF Missouri

COUNTY OF Barber

BE IT REMEMBERED, that on this 13 day of March, 1929, before me personally appeared G. E. Smith and Evelyn Smith his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

My term expires March 3, 1932 Grace A. Burnett

Notary Public

COPY

ASSIGNMENT AND ACCEPTANCE

For value received we hereby assign all right, title and interest in and to the within lease and all mining rights thereunder unto SHELTON MINING COMPANY, INCORPORATED, its successors and assigns, and in consideration of the consent to this assignment by the lessor s guarantee the performance by the said SHELTON MINING COMPANY, INCORPORATED, of all the covenants on the part of the second party in said Lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto, we hereby assume and agree to do and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

WITNESS OUR HANDS, This 24th day of August, 1951, at Joplin, Missouri.

J. G. Shelton

Russell B. Prince

STATE OF MISSOURI,
SS.
COUNTY OF JASPER,

On this 24th day of August, 1951, before me the undersigned, a Notary Public within and for the County and state aforesaid, personally appeared J. G. Shelton and Russell B. Prince, to me personally known to be the persons described in and who executed the foregoing ASSIGNMENT, and acknowledged to me they signed the same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, on this, the day and year last above written.

My Commission expires July 16th, 1955.

Mabel Bullington
Notary Public

Assignment and Conveyance

For value received, we hereby transfer all right, title and interest in and to the within lease and all mining rights thereunder unto ROBERT MIRIAM GERLEY, HENRIETTA MEG, his successors and assigns, and in consideration of the consent to this assignment by the lessor, we guarantee the performance by the said MIRIAM MINING COMPANY, INCORPORATED, of all the covenants on the part of the second party in said lease mentioned.

In consideration of the above assignment, we, the written party on the part of the first part hereto, do hereby assume and agree to do and perform all the covenants and conditions of the within lease, by party of the second part to be done and performed.

Witness our hands, this 21st day of August, 1921, at Joplin, Missouri.

G. E. Shelton

Russell B. Hulse

STATE OF MISSOURI,
ss.
COUNTY OF JASPER,

On this 21st day of August, 1921, before me duly commissioned, a Notary Public within and for the county and state aforesaid, personally appeared G. E. Shelton and Russell B. Hulse, to me personally known to be the persons described in and who executed the foregoing ASSIGNMENT, and acknowledged to me they signed the same as their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, on this, the day and year last above written.

My Commission expires July 16th, 1923.

Ralph J. Hampton
Notary Public

COPY

MINING LEASE

THIS INDENTURE, Made this _____ day of January 1951, by and between

Era Belle Plank and son Theren Samuel Plank, Jr.

hereinafter (whether one or more) referred to as Lessor, and J. G. Shelton and R. B. Prince hereinafter referred to as Lessee.

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) to-wit: situated in

Jasper County, State of Missouri

East ½ of the West ½ of the Northwest ¼ of the Southeast ¼, (containing 10 acres), Section 18, Township 29, Range 32, Jasper County, Missouri

of Section 18, Township 29 Range 32 and containing 10 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay unto Lessor at _____ Bank, at _____, State of _____, on or before the tenth (10th) day of each month, a royalty of Five (5) per centum of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to Lessee to consume such concentrates and pay Lessor said percentage of the market price thereof as royalty thereon. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so consumed, it is expressly agreed that if Lessor be not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Goverment against the ores and/or concentrates produced from the lands covered hereby.

5. The Lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by Lessor at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining Lessee shall not be liable for damages done to the surface of said lands on account of such mining.

[illegible]

[illegible]

THIS INDENTURE, made this _____ day of January _____, 1[illegible], by and between _____

_____ Tribal Council and the Tribal Chairman, Ute of Utah, [illegible]

_____

hereinafter (whether one or more) referred to as lessor, and _____ [illegible] and

_____ Wilson _____ hereinafter referred to as lessee:

WITNESSETH, 1. That in consideration of the covenants and agreements hereinafter set out, to be kept and performed by lessee, lessor does hereby lease unto lessee for prospecting, mining and working for lead and other ores, for a term from the date hereof, the following described land (for the purposes hereof constituted to be one mineral) situated in

_____ County, State of _____

Lots 4 of the West 4 of the Northwest 4 of the Southeast 4, (containing 10 acres), section 18, township 4S, Range 3E, Uintah County, Utah

or thereon _____ 11 _____ contains _____ 29 _____ Range _____ 3E _____ and containing _____ 10 _____ acres, more or less.

2. The lessee hereby gives and grants unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and other ores, together with the right and license to remove for marketing or other purposes and to own and sell all such lead and other ores produced from said land and ores, which the right to construct buildings or other structures and to make improvements, roadbeds, mountings, shafts, adits, drifts, crosscuts, winzes, and other improvements upon said premises, including the right of lessee to install equipment, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and extracting the ores mined thereunto, with the right in lessee to erect all necessary or efficient structures during the during the term hereof or within one year after the termination of this lease.

3. In CONSIDERATION THEREOF, lessee agrees to pay unto lessor as _____

royalty, the _____ day of each month, a royalty of five (5) _____ per centum of the gross sale price of all ore lead and other concentrates produced and sold from said land during the preceding month, with the privilege to lessee to convert such concentrates and ore lessor said ores into bullion, the method of determining the royalty thereon. For the production of the lessor as in the case where there may be no sales or no market price of such minerals or concentrates, the royalty shall be based on the market price of such minerals or concentrates, or concentrates, or bullion, in the vicinity of said property, or the nearest market and lessor agrees to give written notice as soon in the month lessee is not satisfied as aforesaid.

Lead and Zinc concentrates is hereby defined to mean the sulphide ores and/or lead minerals recovered of the mill or concentrating plant where produced, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether in such concentrates or elsewhere, if presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium being received from any government agency, up to but not exceeding the ceiling or premium price, or other royalty may be paid under any valid legislation issued by any governmental agency having jurisdiction thereof.

4. Lessee agrees to pay lessor's proportionate part of any taxes assessed or levied by the State of Utah and land are located or any subdivision thereof, or by the United Government against the ores and/or concentrates produced from the lands covered herein.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands and sold or consumed, when and to whom sold, and such books and records from which books of accounts shall be open to inspection by lessor at all reasonable hours.

6. All mining operations shall be carried on in a workmanlike and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the usual known as mining or open-pit mining, and in the event of any shaft or open-pit mining lessee shall not be liable for damage done to the surface of said lands in excess of such mining.

COPY

7. It is further understood and agreed that all ores mined from the lands co hereby may be cleaned and prepared for market on this or other lands within or witho local area within which the lands covered hereby are located, as may be deemed desi by Lessee, as an independent operation or in a mill or mills in which other ores are be treated, commonly referred to as a central concentrating plant and that such plant or pla may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, not shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the lands, covered hereby all such materials shall belong to Lessor, provided, however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-product materials, and during the period of such remilling operation Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have the right to remove and sell said tailings and otherby-products materials upon the payment of a royalty at the rate above specified on all such sales.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

11. The Lessee shall commence prospecting or mining upon said lands within six Months from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of Lessor.

12. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender to Lessor the sum of $ 2.50 , in the manner hereinafter provided, such payment or tender shall operate as a rental for three (3) months from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during the said three (3) months period. In like manner and upon like payments or tenders, the commencement of prospecting ormining operations may be further deferred or suspended after having been commenced, for like periods, successively during the term of Five years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to Lessor at _____ or to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

Said bank, or such other bank, as Lessor may in writing hereafter designate and its successors by power irrevocable is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

13. Lessee shall furnish Lessor a true copy of the log of such drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land.

[illegible] It is further understood and agreed that all [illegible] from the lands covered hereby are to be cleared and prepared for [illegible] on this or other lands which adjoin or surround the local area within which the lands covered hereby are located, except to [illegible] by reason, to be inadequate operation [illegible] is which or which other [illegible] being [illegible], economically [illegible] to such economical [illegible] and that such plant or plants may be located on these lands, with the right to [illegible] from other lands [illegible]. If such general economical [illegible] plant [illegible] be assigned [illegible] and [illegible] [illegible], [illegible] [illegible] [illegible]

COPY

14. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated tothe rights of the holder thereof.

16. Lessee shall pay for damages caused by operations hereunder to growing crops and/ or any improvements on said land.

17. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

18. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relived from all obligations hereunder, with like effect as if this lease had not been made.

19. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

J. G. Shelton

R. B. Prince
Lessee

Era Belle Plank

Theren Samuel Plank, Jr.
Lessor

STATE OF Ill.)
)SS
COUNTY OF Cook)

BE IT REMEMBERED, That on this 15th day of January 1951, before me personally appeared Era Belle Plank and _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he they executed the same as their his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

My term expires October 24, 1953

KATHLENE N. CORRIGAN
Notary Public

14. Under the exclusion of the [illegible] Act, this lease shall [illegible] in force and effect so long thereafter as the shall be granted authority by the Lessor, or Lessee shall continue prospecting or mining operations on said land or any part thereof in good faith.

15. Lessee hereby covenants and agrees to defend the title to the land herein described, and upon the Lessee shall have the right, at any time to redeem for Lessor, any mortgage, tax or other liens on said above described lands, in event of default of payment by Lessor, and be subrogated fully in the premises.

16. Lessee shall pay for damage caused by operations hereunder to growing crops and on any improvements on said land.

17. In case of failure of issue to keep the payments of said lease, lessee may give thirty days' written notice of the intention [illegible], and if such [illegible] is not received within the [illegible] said lease will automatically [illegible] of the lessor and the lessee which shall be [illegible].

18. The lessee may at any time, in lieu of doing the work required by the [illegible] and surrender and terminate this lease by giving thirty days' notice of termination to the Lessor. Thereupon Lessee shall be relieved from all obligations hereunder, with [illegible] as if this lease had not been made.

19. In witness whereof the conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

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

[illegible] [illegible]

[illegible] [illegible]

Lessee Lessee

[illegible]

[illegible]

[illegible]

BE IT REMEMBERED, that on this [illegible] day of [illegible], 19[illegible], before me personally appeared [illegible] to me known to be the person described in and who executed the foregoing instrument, and acknowledged that [illegible] executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

My term expires [illegible] [illegible]

[illegible]