Audit's copy

[redacted] OF [redacted] CONTRACT

It is agreed this 12th day of December, 1958, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, and Albert P. Decker, pursuant to the certain exploration project contract No. [redacted] (Serial No. [redacted]), dated August 1, 1957, as amended, that said contract is hereby terminated, and cancelled as of October 31, 1958, unless the work has been performed or any costs have been incurred thereunder, without any obligations whatsoever on the part of the other, the terms of the contract not yet fully made.

Executed in quintuplicate the day and year first above written.

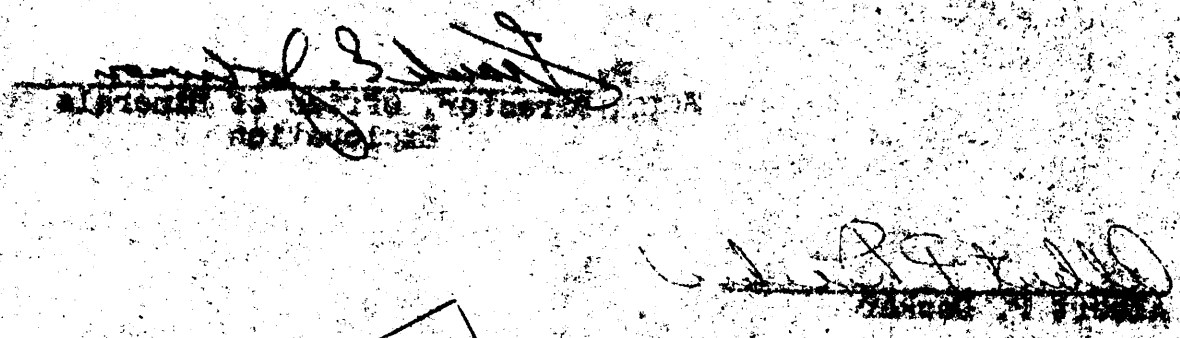
THE UNITED STATES OF AMERICA

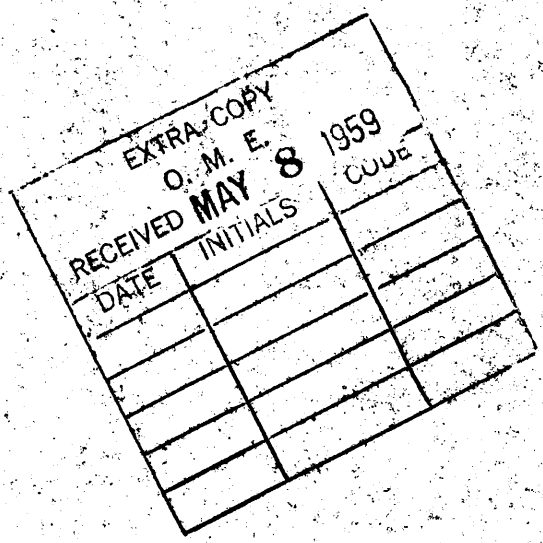
By Frank E. Jetmore
Acting [redacted]
Exploration

Albert P. Decker
[redacted]

EXTRA COPY
O. M. E.
RECEIVED MAY 8 1959
DATE INITIALS

Audit's copy





Audit copy

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA-4768

AMENDMENT NO. 1

It is agreed this 1st day of August, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, and Albert P. Decker, that Exploration Project Contract No. Idm-E1138, (Docket No. DMEA-4768), dated October 3, 1957, is amended as follows:

1. In Article 1, the date fixed for completion of the work is extended from 12 months to 24 months from the date of the Contract or October 3, 1959.

2. In Article 6, the maximum period for royalty payments and liens to secure them is extended from ten (10) years to eleven (11) years from the date of the Contract.

This Amendment shall not be construed to increase the total estimated cost of the project, the aggregate total amount which the Government may be required to contribute, nor the fixed unit cost of any item of work.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Mittendorf
Administrator, Defense Minerals
Exploration Administration

Albert P. Decker
Albert P. Decker

OFFICIAL FILE COPY
DMEA
RECEIVED AUG 29 1958

MME Form 14
Sept. 1958

Contract No. Idm-E) 1138
14-23)

Docket No. DMEA) 4768
MME)

Date of Action 12/12/58
Cancelled Contract

DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OBLIGATION DOCUMENT

To: Chief, Accounts Section, Finance Branch, Bureau of Mines

From: Director, Division of Operations Control and Statistics

Please enter the amounts shown below on the accounts of the Office of Minerals Exploration.

Name and Address of Contractor:

Albert P. Decker
136 Vesta Street
Reno, Nevada

Date of Contract	Region	State	Commodity
October 3, 1957	IX	California	Tungsten

	Reserve	Obligation
Prior Amount	0	24,075.00
Increase	0	0
Decrease	0	24,075.00
Revised Amount	0	0

Remarks:

cc: 800
210

43244

DMEA Form 14

Contra[illegible] No. Idm-E1138

Docket No. 4768

DEPARTMENT OF THE INTERIOR

Executed contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

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

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
October 3, 1957	II	California	Tungsten

Name and Address of Operator: Albert P. Decker
136 Vesta Street
Reno, Nevada

	Reserve	Obligation
Prior Amount	24,075.00	0
Increase	0	24,075.00
Decrease	24,075.00	0
Revised Amount	0	24,075.00

Remarks:

ALLEN S. DAKAN
(Name)

Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

Date delivered to Bureau of Mines, Washington 10/18/57

22845

Audit copy

MF-200A
(Rev. April 1956)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

RECEIVED OCT 17 1957 D.M.E.A.

DMEA No.	Commodity	Contract No. Idm-E	County	State
4768	Tungsten	1138	Inyo	California

It is agreed 3 OCT 1957, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Albert P. Decker

whose mailing address is 136 Vesta Street, Reno Nevada

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before JUL 15 1958, and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 12 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $32,100.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $24,075.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Interest of lessor

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Consent to Lien and Subordination Agreement of lessor

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten 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.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

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.....

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.....

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Executed in sextuplicate the day and year first above written.

RECEIVED
OCT 17 1957
D.M.E.A.

THE UNITED STATES OF AMERICA

ALBERT P. DECKER

(Operator)

By C. Mittendorf
Administrator, Defense Minerals
Exploration Administration

By Albert P. Decker

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA-4768

ANNEX I

The land referred to in Article 2 of the contract consists of four patented lode mining claims, the Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913), located in the Pine Creek Mining District, approximately 29 miles west of Bishop, Inyo County, California. The claims are outlined in green on the attached map "Figure 4."

The Operator has possession of the land by virtue of an Agreement of Lease, dated April 3, 1957, from Panaminas, Inc., recorded in Book 120, page 281 of the official records of Inyo County, California. The Consent to Lien and Subordination Agreement of Panaminas, Inc. is attached and made a part hereof.

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DMEA
RECEIVED 1957

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1136
Contract Date 3 OCT 1957

RECEIVED OCT 1957 D.M.E.A.

CONSENT TO LIEN and SUBORDINATION AGREEMENT 1/

RECEIVED JUL 30 D.M.E.A.

To the United States of America:

Referring to that certain land in the County of INYO, State of CALIFORNIA, described as follows: 2/

Four patented lode mining claims, Blue Jay, Blue Jay No. 1, Blue Jay No. 2 and Blue Jay No. 3 (Patent No. 1164913), located in the Pine Creek Mining District, approximately 29 miles west of Bishop, California.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby—

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

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

NONE

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

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page _____, official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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

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

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this 2nd day of MAY, 1957.

PANAMINAS, INCORPORATED

By John Haynes Baker [Seal] 230 Park Ave., New York, N.Y. [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

I, JESSE M. ROBINSON certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that JOHN HAYNES BAKER who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

[illegible] [Corporate Seal]

APPLICANT: Albert P. Decker, 136 Vesta St., Reno, Nevada

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DATE | CODE

EXPLORATION PROJECT CONTRACT
ALBERT P. DECKER
DOCKET NO. DMEA-4768

EXHIBIT A

Description of the Work

The following maps are attached to this Exhibit:

Figure 1--Index Map of Inyo County, California.

Figure 2--Ridge and East Ore Bodies, Adamson Mine, Inyo County, California.

Figure 3--Section A-A' Looking East and Section B-B' Looking North, Adamson Mine, Inyo County, California.

Figure 4--Map showing claims, outlined in green, held by lease from Panaminas, Inc., by the Applicant.

From a point as indicated on Figures 2, 3 (Section A-A'), and 4 drive a 600-foot adit northerly on the Ridge tactite zone.

From a point as indicated on Figures 2, 3 (Section B-B'), and 4 about 50 feet from the end of adit drive a crosscut approximately 150 feet easterly to intersect the east tactite zone.

The adit and crosscut shall be timbered as necessary, and shall be a minimum of 5 feet by 7 feet in the clear of timber. It is estimated the timbering will amount to 200 feet, and the Government reserves the right to add additional timbering if necessary.

All mineralized zones shall be sampled and assayed for WO_3.

Due to short working season at high altitude and in order to complete the project in one season, the work shall be carried on two shifts per day and costs are based on such operation.

ESTIMATED COST OF THE PROJECT

Fixed Unit Cost

Adit and crosscutting-750 feet @ $40.00/ft.	$30,000.00	
Timbering-200 feet @ $8.50/ft.	1,700.00	
Assaying-100 samples @ $4.00/each sample	400.00	$32,100.00
Estimated Total Cost of Project		$32,100.00
Government Participation @ 75%		$24,075.00

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMEA-4768
(Tungsten)

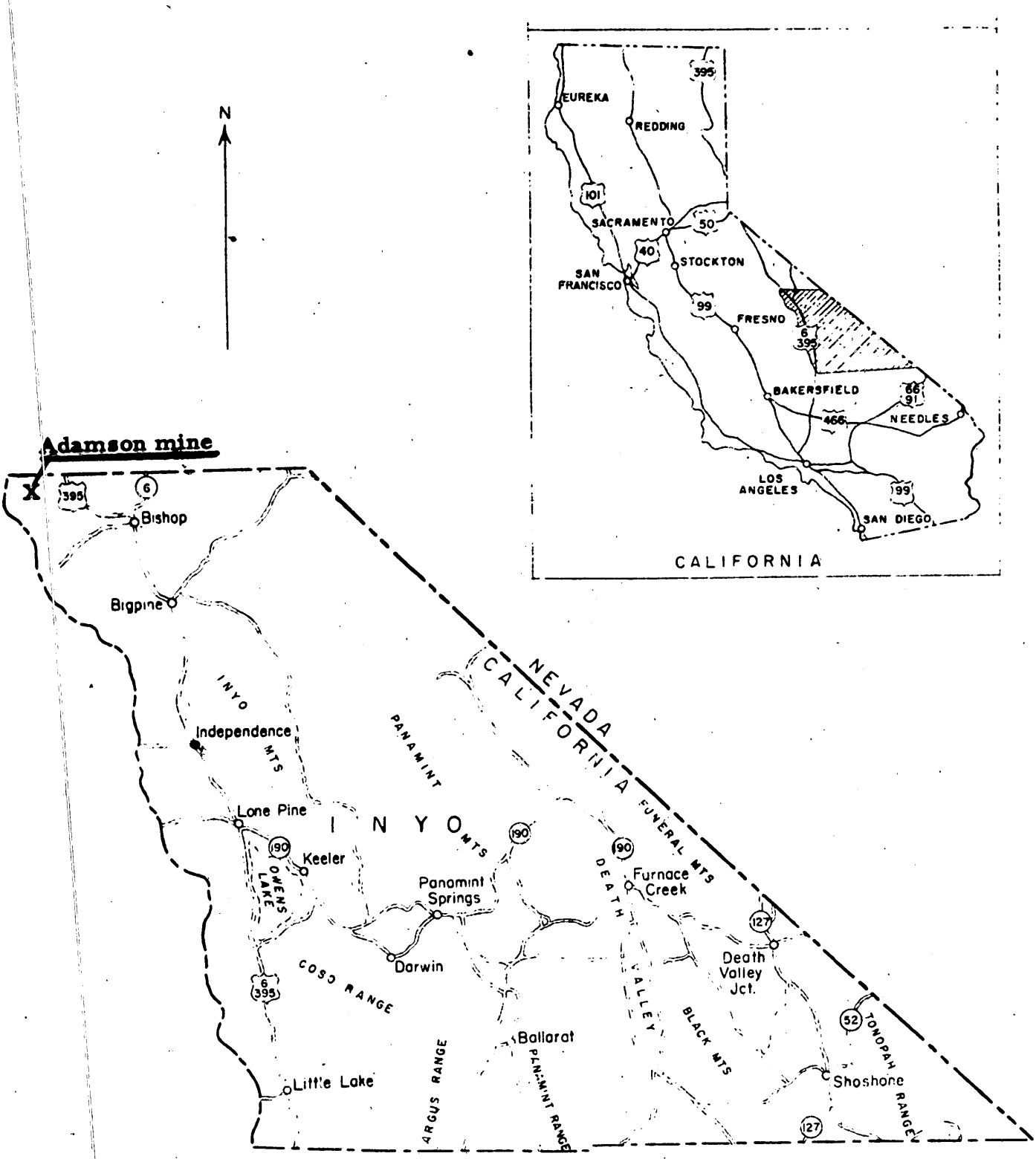

Figure 1. INDEX MAP OF INYO COUNTY, CALIFORNIA

0 25 50 75 Miles

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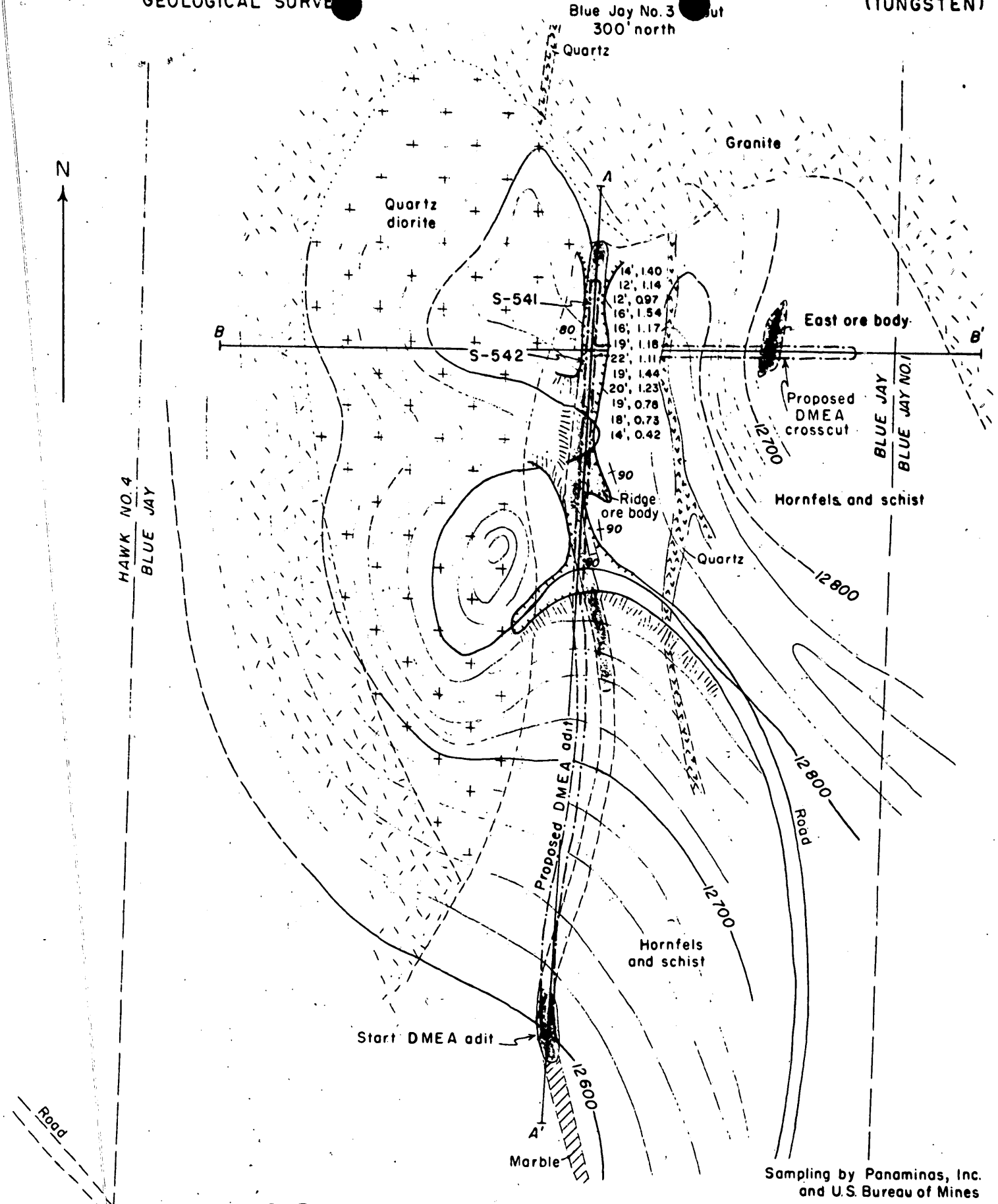

Figure 2. RIDGE AND EAST ORE BODIES, ADAMSON MINE
INYO COUNTY, CALIFORNIA

0 100 200 300 Feet

Contour interval 20 feet

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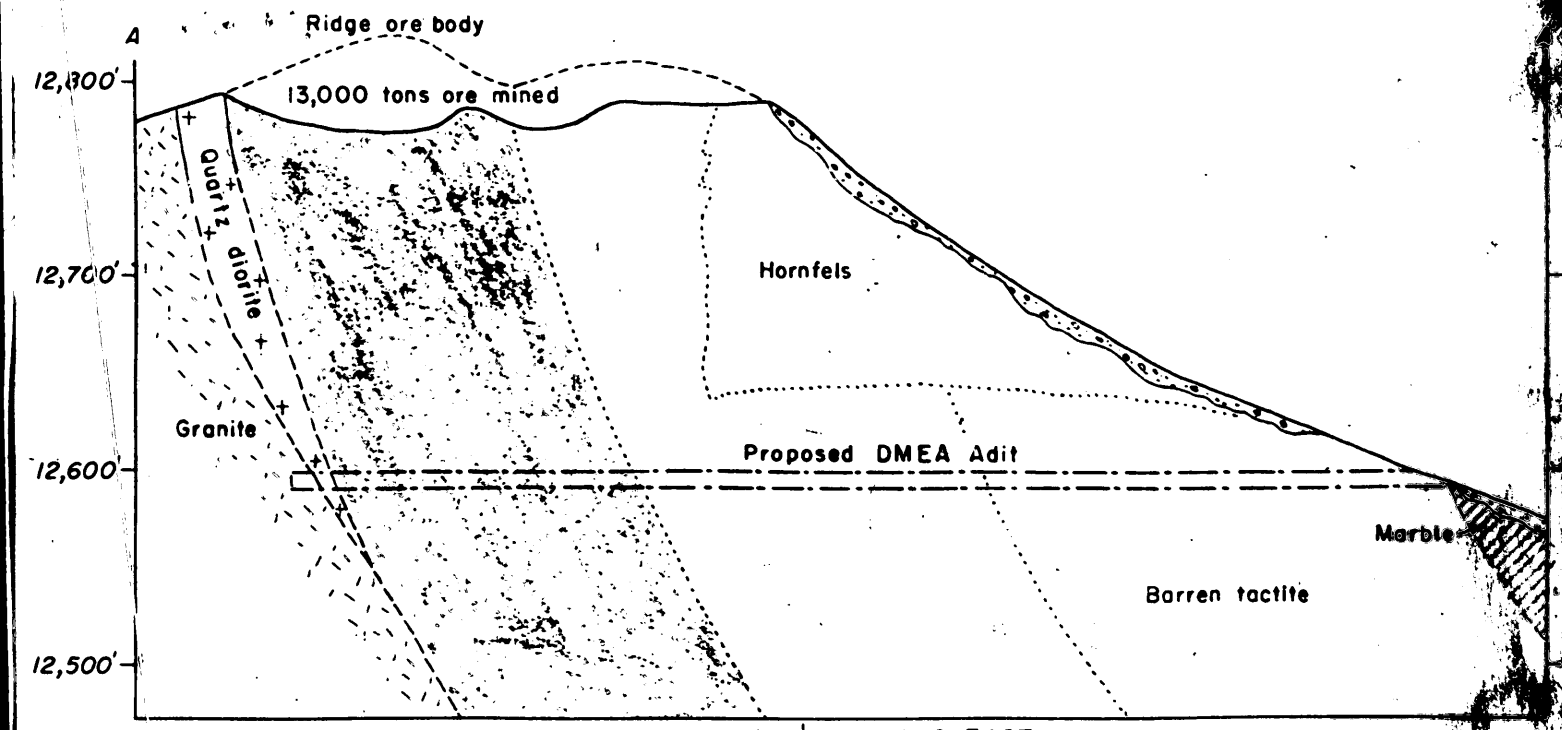
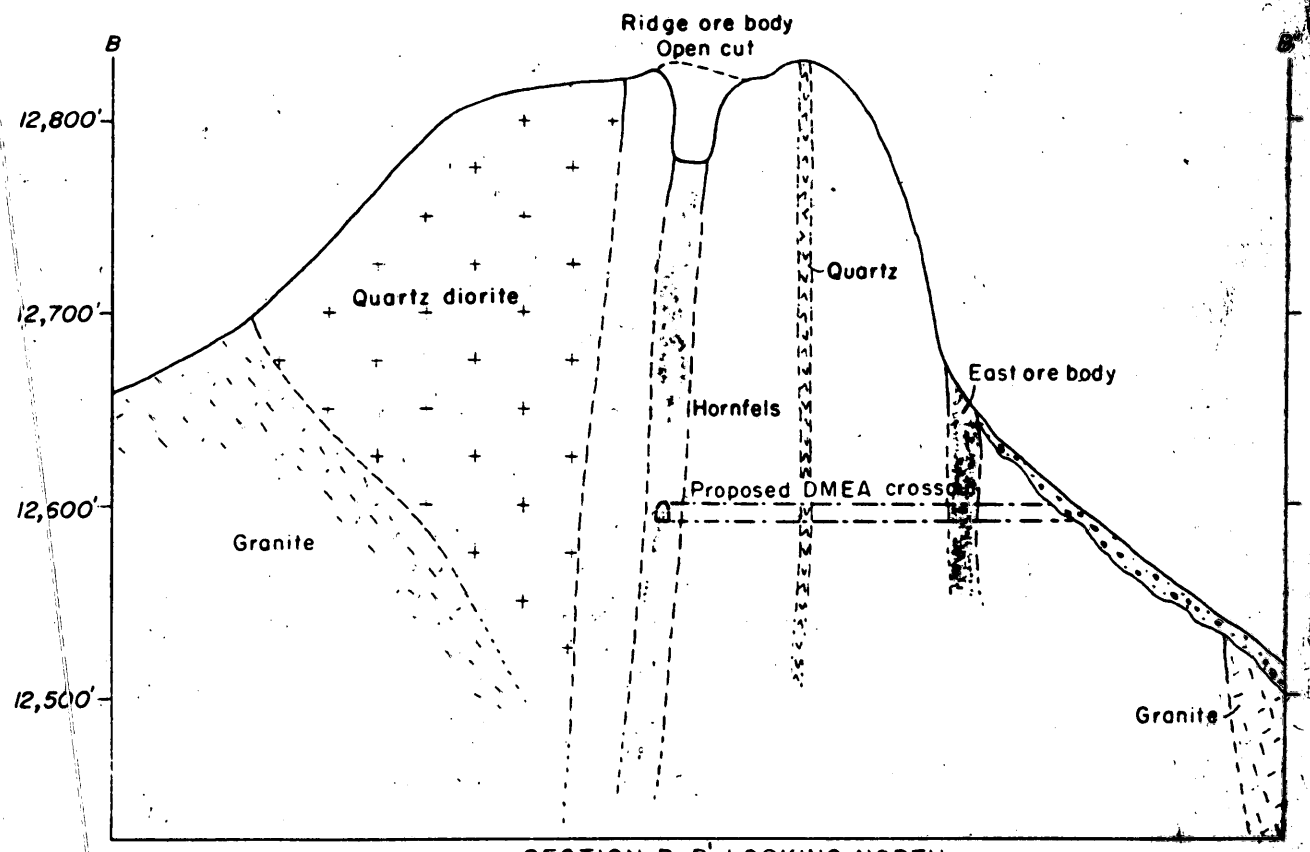
RECEIVED OCT 17 1957

DATE	INITIALS	CODE



SECTION A-A' LOOKING EAST



SECTION B-B' LOOKING NORTH

Figure 3. ADAMSON MINE, INYO COUNTY, CALIFORNIA

0 100 200 300 Feet

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O M & A
RECEIVED OCT 17 1957

DATE	INITIALS	CODE

DMEA Form 14

Contract No. Idm-E 1138

Docket No. 4768

DEPARTMENT OF THE INTERIOR

Approved contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

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

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

Date of Contract	Region	State	Commodity
October 3, 1957	**II**	**California**	**Tungsten**

Name and Address of Operator: **Albert P. Decker**
136 Vesta Street
Reno, Nevada

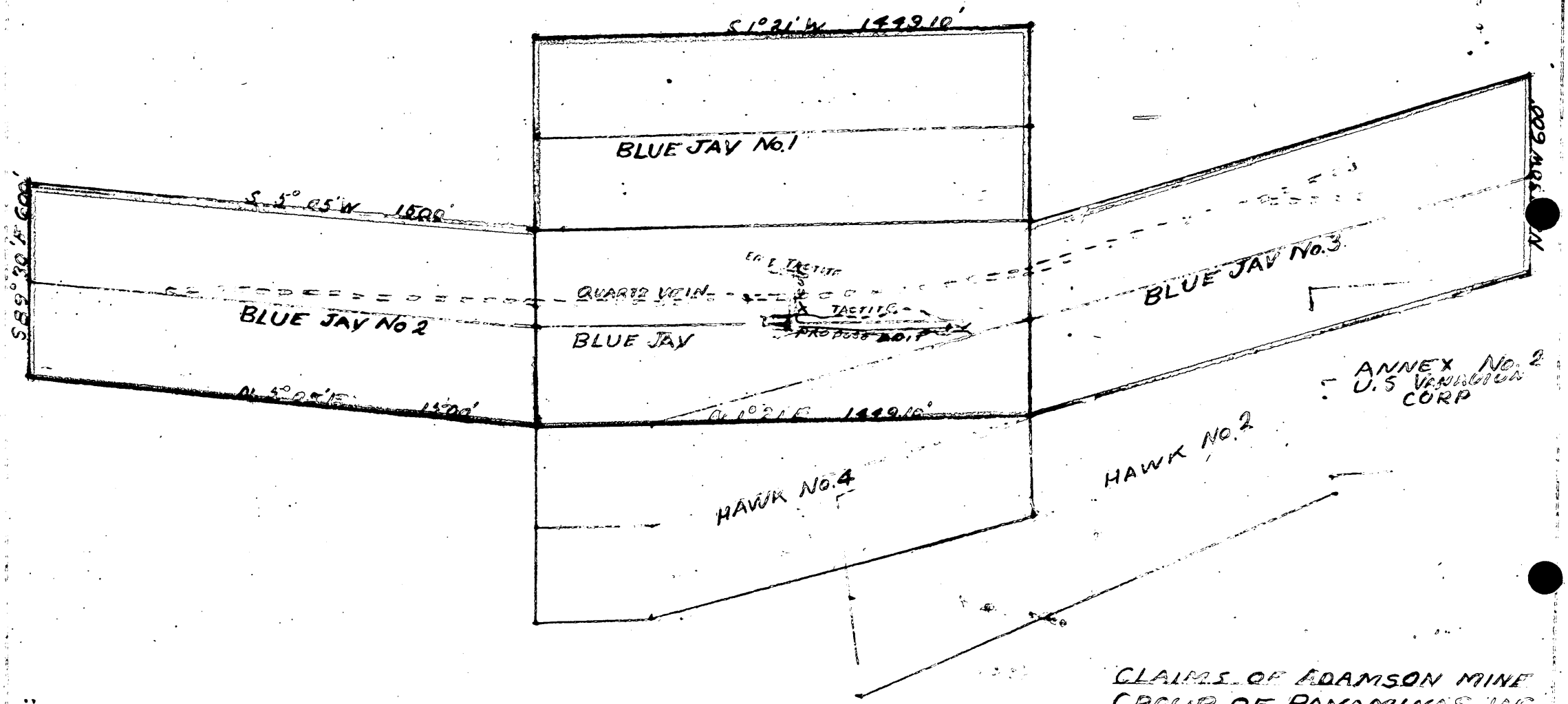
	Reserve	Obligation
Prior Amount	0	0
Increase	24,075.00	0
Decrease	0	0
Revised Amount	24,075.00	0

Remarks:

(Name)
Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

Date delivered to Bureau of Mines, Washington **10/3/57**

22845



CLAIMS UNDER LEASE

CLAIMS OF ADAMSON MINE GROUP, OF PANAMINAS INC. UNDER LEASE TO ALBERT P. DECKER.
INYO COUNTY CALIF
SCALE 0' 100' 200' 400' 800'

FIGURE 4

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