DMEA Form 9

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE

DMEA NO. 4373

Application (Denied
(Withdrawn
(After disposition, delete items not applicable)

Contract (Terminated - not Certified
(Cancelled
(Terminated - Certified
(Royalty Agreement

This is the official contract file containing all official records of the project. The records contained in the files are checked and are arranged in this order:

Left Side

Interim Royalty Audits
Reports of Royalty Review
Certification of Discovery
Certificate of Audit (Final)
Interim Audit(s)
Report of Review
Termination Notice or Agreement
Recision Notice
Assignment of Contract
Contract Amendments (latest on top)
Contract with all exhibits and annexes
Owner's Consent to Lien
Subordination Agreement
✓Leases and assignments of leases
✓Application and attachments
(3) Envelope for maps

Right Side

Project summary
Work completed analysis
All other material is filed in chronological order with correspondence including the following reports as checked:

Final Field Team Report (Tab)
Operator's Final Report
(2R) Interim Reports
(2R) Operator's monthly reports and all attachments (latest on top)
On-site Exam Report(s) (Tab)
(4) Settlement Sheets

When the volume of records is expected to warrant additional folders, or when convenience of reference warrants separate folders for certain records, they should be set up in this order:

Left Side

Folder No. 2: (In chron. order) Interim Summary Reports by W. O. Engineers

Right Side

Operator's Semi-Annual Report for Certified Project, Field Team Interim Reports, Operator's Monthly Report with transmittal, narrative, maps, and Field Team review.

Folder No. 3: Maps (Use pocket folder or envelope. Fold maps with title block out and show reference to related document or correspondence.)

Folder No. 4: Settlement Sheets

Folder No. 5: Drill Logs

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

RECEIVED
JUL 5 - 1956

July 3, 1956

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Field Team, Region III

Subject: Application for DMEA Aid (Uranium) Mountain States Uranium, Inc., (Red Spruce, Buffalo, and Golden Grain groups), Boulder County, Colorado

Enclosed are three copies of the subject application in the amount of $39,844.86.

Your attention is called to the fact that this is the same Applicant as Docket DMEA 4352 and apparently some of the same claims are involved as in that application. You are further referred to our transmittal letter of June 19, 1956 on DMEA 4352 in which we called your attention to the rather questionable qualifications of the President of Mountain States Uranium, Inc., James R. Manning.

One copy of the application is being retained in our files.

DMEA Field Team, Region III

W. M. Traver

By W. M. Traver
Executive Officer

Enclosures

5/15/57

Address of company changed:

See letterhead of company, May 8, 1957.

Mountain States Uranium, Inc.
891 Lee Street
Post Office Box 7752
Denver 15 (Lakewood), Colorado

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

RECEIVED
JUL 5 - 1956

DMEA
Date Rec'd. JUL 2 1956
BUREAU OF MINES
Denver, Colorado

Not to be filled in by applicant

Docket No. 4373
Metal or Mineral Uranium
Date Received 7-5-56
Estimated Cost $39,844.86
Participation (Government %)

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

INSTRUCTIONS

check new address

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: MOUNTAIN STATES URANIUM, INCC, 7340 West Colfax Avenue, Denver 15, Colorado
Incorporated under the laws of the State of Colorado
James R. Manning, President, 1115 Main Street, Louisville, Colorado
Peter Nelson, 7000 West 32nd Avenue, Wheat Ridge, Colorado - Director
Mildred B. Parkhurst, Director, 1115 Main Street, Louisville, Colorado

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized. State of Colorado

(*c*) If a corporation, add to above statement, titles, names and addresses of officers. Above

(*d*) If a partnership, add to the above statement the names and addresses of all partners. Above

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Refer to Appendix 3 (a) attached

(*b*) State any mine name by which the property is known. Refer to Appendix 3 (a) attached

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Refer to Appendix 3 (a) attached - Own some, lease some

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property. Six (6) Leases attached (Photostats)

(*e*) If you own the land, describe any liens or encumbrances on it None on any

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. Refer to Appendis 3 (a) (b) (c) and (f) attached

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes. (Refer to Appendix 4 (a)

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. Production 0 (See Appendix 4 (b)

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you. See Offering Circular under Central Mining District - Page 6, 7 and 8 - (Not to be returned)

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. Roads are good what there are of them. Application includes bulldozing work. Shipping point & Supplies Boulder, Colo. (18 Mi to railhead) Residence Jamestown, Boulder Louisville

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power. Water will have to be hauled. (See Appendix for each mine group attached) Manpower right at Jamestown. Materials, supplies & equipment at Boulder and Denver. Machinery power will be gasoline, oil or Diesel.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore URANIUM, PITCHBLENDE AND OTHER BASIC METALS

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc. See attached maps and drawings, and offering circular.

(*c*) The work will start within 15 days and be completed within 90 months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations. (See Appendix Sheet 5-(d)

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project. See Appendix 6 A, B & C

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes. (See Appendix Sheet 6 (g & h)

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above. See Appendix Sheet 6 (g & h)

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? Yes

(*b*) How do you propose to furnish your share of the costs?

[X] Money [X] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper. (Appendix 4 (c) Offering Circular, Page 2 4th Paragraph Personal property and mining equipment

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated JUNE 29, 1956

MOUNTAIN STATES URANIUM, INC.
7340 West Colfax Avenue, Denver 15, Colo
(Applicant)

By James R. Manning
James R. Manning, President

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.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

MOUNTAIN STATES URANIUM, INC., 7340 West Colfax Avenue, Denver 15, Colorado

APPENDIX 3 (a), (b), (c), and (f)

RECEIVED
JUL 5 - 1956

RED SPRUCE GROUP -LEASED

	Patent Number	Lease Record Book	Lease Record Page
Beulah Claim	17135	990	313
Para L.	17135	"	"
Lizzie	17135	"	"
Eva D.	17135	"	"
Florence N.	17135	"	"
Nona B.	17135	"	"
Mildred B.	17135	"	"
Red Spruce	17135	"	"
Gold Quarry	17135	"	"
Pan American	17135	"	"
Wauban	214-A	990	318
North Star	17247	"	"
Klondike	17247	"	"
Free Coinage	17247	"	"
Magnet	17247	"	"
Keystone	4918	"	"
Palmer	4918	"	"
Pine	483	996	565

UNPATENTED - LEASED

	Claims Record Book	Claims Record Page	Lease Record Book	Lease Record Page
Columbine	864	152	1011	83
Farmer Boy	769	278	"	"
Lilly	629	248	"	"
Golden Grain	629	248	1011	88
Lehman	629	229	990	323
Verna Jean	873	595	"	"
Mamie	990	257	996	565

COMPANY OWNED

Buffalo #1	990	245
Buffalo #2	990	247
Buffalo #3	990	249
Buffalo #4	990	251
Buffalo #5	990	253
Buffalo #6	990	255

APPENDIX 4 (a). PHYSICAL DESCRIPTION - OPERATIONS: Exploration work and roads have been built.

Interest: Lessee or property owner

Accessibility: Good

(b). No current production or ore reserves.

Appendix 4 (c)

OFFERING CIRCULAR

Amended Need not be returned April 10, 1956

MOUNTAIN STATES URANIUM, INC.

A Colorado Corporation

OFFERING

24,920,250 Shares

Common Stock

Par Value—1 Cent per Share

RECEIVED
JUL 5 - 1956

* * *

THESE SECURITIES ARE OFFERED AS A SPECULATION

* * *

THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION. THE COMMISSION DOES NOT PASS UPON THE MERITS OF ANY SECURITIES NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE.

Common Corporate Shares	Price Per Share	Gross Proceeds to the Company	Distribution Costs per Share*	Net Per Share to Company	Net to Company
24,920,250	$0.01	$249,202.50	$.001	$.009	$224,282.25

OFFERING PRICE

One Cent Per Share

Fully Paid, Non-Assessable

* * *

THE COMPANY, MOUNTAIN STATES URANIUM, INC., WILL OFFER ITS STOCK FOR SALE DIRECTLY TO THE PUBLIC

A copy of this Amended Offering Circular and other material has been filed with the Regional Office of the Securities and Exchange Commission, Denver, Colorado.

Underwriters, Inc. was the former underwriter of this stock. The details of its participation are set forth on page 12 herein.

* None of the distribution costs will be paid to any Officer, Director, Promoter, or Affiliate of the Company.

INTRODUCTORY NOTE

Although there is no assurance that all of the shares being offered herein will be sold, if such shares are sold, Officers, Directors, Promoters and Affiliates will hold a total of 15,002,300 shares or 33 1/3% of the shares to be outstanding, for which they will have given properties set forth under the heading "Company's Property," and more fully described under the heading "Management and Control," said properties having been acquired by them at a very nominal cost, whereas members of the investing public will own 30,000,000 shares, or 66 2/3% of the shares to be outstanding, for which they will have given cash in the amount of $300,000.00.

HISTORY AND BUSINESS

Mountain States Uranium, Inc. was incorporated on the 23rd day of February, 1954, under the laws of the State of Colorado. Its business office is located at 7340 West Colfax Avenue, Room 9, Denver, Colorado. The term URANIUM in the name suggests the principal business in which the company intends to engage, and it was incorporated, chartered and organized for the business of exploring, mining, and marketing uranium and other minerals. However, the company is in the exploratory stage, with no known deposits of commercial ore, and there is no assurance that the company will in its explorations discover minerals in commercial quantity or grade.

COMPANY'S PROPERTY

The mine owned by the company in its present operative state of exploration, development and equipment is some two years' product of individual labor and private investment of the original three directors and officers. In 1952 these three men were prompted to carry forth a uranium exploratory program upon the discovery in their tunnel of radioactive material carrying, according to assays of selected samples, varying percentages of uranium. These early samples were taken in 1952 merely to show what indications there might be of uranium and the direction of any uranium mineralization. The percentages were low, ranging from .014% to .033% uranium oxide and were considered indicative of possibilities. These indications were followed by continuing the tunnel or adit some 150 feet and then by sinking a shaft or winze from the tunnel level downward some 100 feet, along the sides of which winze radioactive material continued to be disclosed in increasing quantity and with greater percentage of uranium content as the winze deepened. Plat No. 1 is a sketch of the present tunnel and winze of the company's mine showing a projected tunnel for possible operations at a greater depth than the present winze.

The purpose of these early exploratory operations was to determine what evidence there might be towards uranium bearing material extending to a depth where any possible commercial body of material might be found to justify extended development preparatory for mining.

The vein matter carrying radioactive mineralization exposed down by the winze has a dip of about 45 degrees from the vertical. Some four carefully selected samples in the winze taken by channel cutting from the vein matter, 12 inches, 15 inches, 8 inches and 10 inches in length and some 3 inches deep, assayed .265% uranium oxide, .088% uranium oxide, .39% uranium oxide and .374% uranium oxide, respectively. These samples, taken in May 1954, do not represent any substantial tonnage of material, but rather selected samples to indicate possible percentage of mineralization. One ore shipment of 2,920 pounds assaying 0.14% U308 and 0.11% V205 was made from the mine.

The transfer of this mine and mining properties to the company at the time of the organization meeting included the mining and operating equipment consisting of sur-

face buildings such as compressor house, tool shed, mine tipple, and machinery including Ingersoll-Rand compressor, skip or lift, drifter, electric lighting equipment, piping, and various mining tools.

Subsequent to May, 1954, the company began operations on the proposed delivery tunnel and extended the present tunnel and deepened the winze as indicated on the company map. It was determined by the company in consultation with its geologist that a drilling program must be undertaken prior to any further expensive extension of the underground works. Therefore, in view of the subsequent acquisition by the company of properties which promised more favorable early return for proportionate amounts invested, the company temporarily suspended operations at the Martha E mine and devoted the company's efforts and finances to the exploration of other properties as appear below.

The company owns by mining deed eight continuous lode mining claims, namely, the Bell and the Orton patented lode mining claims, U. S. Survey No. 7149, the Elizabeth M. group of five unpatented mining claims, and the Martha E. unpatented lode mining claim, all situated in Section 5, Township 4 South, Range 73 West, in the Coral Mining District, Clear Creek County, Colorado. These properties are presented within the heavy black line on Plat No. 2.

Mr. Manning, President of the company, obtained title to the Bell and Orton patented lodes by mining deeds from the First National Bank of Idaho Springs, Colorado, some six years ago. As to the six unpatented lode mining claims, he filed the locations thereon in accord with the mining laws of the State of Colorado and the U. S. Government and duly surveyed and recorded the same. All assessment work thereon has been kept up until the close of the current assessment year, June 30, 1955. The company's mine previously mentioned is located on the Martha E unpatented lode claim.

The three directors not only deed the mine and mining properties to the company but also gave a bill of sale covering all the personal property and mining equipment in connection with the mine, such as Ingersoll-Rand compressor, electric lighting equipment, skip, drifter, piping, cars, rails, surface improvements, tools and other implements incident to the mine.

The company's predecessor, Gold Bar Mines, Inc. was incorporated in November, 1950. Its sole stockholders, and owners of all the stock, were James R. Manning, Peter Nelson, and Harvey Zook. In February, 1954, at which time Mountain States Uranium, Inc. was incorporated, the aforementioned individuals, as indicated in the preceding paragraph, transferred to Mountain States Uranium, Inc. all of the real property and machinery etc. owned by Gold Bar Mines, Inc., which real property and machinery was acquired by Gold Bar Mines, Inc. at a very nominal cost. Thus in February, 1943, Gold Bar Mines, Inc. was virtually a defunct corporation although it was not declared defunct and inoperative by the State of Colorado, by which it was incorporated, until September 28, 1955. During its existence, it undertook exploratory work, primarily on the Martha E. unpatented lode claim, however, no discovery of valuable minerals was made.

CENTRAL MINING DISTRICT, JAMESTOWN, COLORADO

The company holds mining leases on eighteen patented mining claims and seven unpatented mining claims and has made mineral locations on six other claims. These properties are indicated on Plat 3 and more fully described from the geological and economic standpoint under heading Preliminary Geological and Economic Evaluation of the company's holdings in the Central Mining District. These holdings are situated in sections 18, 19, 20 and 30, Township 2 North, Range 71 West, 6th Principal Meridian,

Colorado. The following patented claims were leased August 3, 1955 for a ten year term, with the Company having the option to lease for an additional ten years at the end of the initial term; Beulah, Para L, Red Spruce, Gold Quarry, Pan American, Lizzie, Eva D, Florence H, Nona B, and the Mildred B. The patented Pine claim and the unpatented claims Mamie, Verna Jean, Lehman, Golden Grain, and Lillie were leased October 1, 1955 for a ten year term with the option to renew for an additional five years. The patented claims Wauban, Magnet, North Star, Free Coinage, Klondike, and the Keystone were leased July 25, 1955 for a ten year term with option to renew for an additional ten years. The patented claim Palmer and the unpatented claims Farmer Boy and Columbine were leased August 22, 1955 for five years with option to renew for an additional five years. The Company, in consideration of the granting of these leases has contracted with the respective lessors to pay a royalty of 10% of the net returns (12% on the Lehman, Golden Grain and Lillie claims) of all commercial uranium ore produced, saved, and marketed from said claims including any bonus payment made by the A. E. C. Net returns shall be determined by deducting development and haulage allowances. Lessee shall also pay to lessors 10% (12% on Lehman, Golden Grain and Lillie claims) of net receipts from all other ores mined and shipped after deduction of transportation and treatment charges by any mill or smelter. As to the six claims upon which the Company has made mineral locations the issuer is required to perform annual assessment work in the amount of $100.00 each year for each claim and file affidavits thereof in the County wherein the claims are located. This same provision applies to the seven unpatented mining claims previously referred to.

UTAH SCHOOL SECTION LEASE

By assignment, the company acquired a sub-lease covering the W½ and SE¼ of Section 32, Township 26 South, Range 20 East, part of a "School Section" near Dead Horse Point, Grand and San Juan Counties, Utah. The same sub-lease was acquired in return for the payment of $400.00 and the assumption by the company of the responsibility for development of the lease under the terms thereof, subject to an overriding royalty interest to the lessee of 5%* and to the State of Utah of 12½%. Thereafter the company promptly began the exploration of the lease expending therefore the following sums which had been realized from public stock sales:

ESTIMATED UTAH EXPENDITURES

UTAH LEASE OF SCHOOL SECTION #32

Cost of Lease	$ 240.00
Contract work on tunnel	1,380.00
Bulldozer work	702.50
Legal fees	391.65
Land Board Fee	17.00
Loss on trade of Cat purchased in Utah	1,500.00
Trucking of equipment	438.86
Salaries	389.00
Taxes	500.00
Equipment Rental	1,162.80
Geological Services	624.88
Mining Supplies and Expenses	1,140.52
Travel Expense to and from mine	975.27
Miscellaneous Expense	59.89
Depreciation (Est.)	500.00
Total	$10,022.37

The company's operations here had been temporarily suspended because a former holder of the lease had manifested indications of a possible intention to attempt to regain possession of the property and ownership of the lease. This dispute involved the question of whether Mountain States Uranium, Inc. had performed sufficient work on the sub-leased lands to meet the "commence operations" requirements of the Utah State Land Board. However, the Board has indicated by letter that the company has performed sufficient work during the year 1955 to meet this requirement, but that actual operations on the lease site must be commenced no later than July 1, 1956 and that failure to do so would result in cancellation of the lease.

* The 5% overriding royalty is not payable to any officer, director, promoter or affiliate of the issuer, but is payable to the lessor from the State of Utah, from whom the company has sub-leased.

GEOLOGICAL REPORTS

Geological Studies and economic evaluations have been made of some of the company's properties. The studies are set forth below.* These geological reports were prepared September 19, 1955.

GEOLOGICAL EVALUATION

of the

School Section Lease

Part of Section 32, T. 26 S., R. 20 E.
Grand and San Juan Counties, Utah

INTRODUCTION

The following is a preliminary geological evaluation of the Mountain States Uranium, Inc. "School Section" lease near Dead Horse Point, Grand and San Juan Counties, Utah. The report is based on field geological mapping, general knowledge of the area, photogeologic maps compiled by the Atomic Energy Commission, and an ore settlement sheet received from the Noticello, Utah buying station. This report was written after completion of all excavations.

PROPERTY

Mountain States Uranium, Inc. has sub-leased the west ½ and the southeast ¼ of Section 32, T. 26 S., R. 20 E. Title to the property is held by the state of Utah and the period of the lease is for five years.

ACCESS

The lease is located approximately 11 airline miles southwest of Moab, Utah and may be reached by taking a well marked and graded dirt road, leading west and south from U. S. Highway 160 approximately 14 miles north of Moab, and proceeding some 33 miles southward to the Grand-San Juan County line which is on the southern boundary of the section.

GEOLOGY

General: School Section 32 is located on the flanks of two major anticlinal structures: Cane Creek anticline and Shafer's Dome. Both of these structures

are at present being drilled for petroleum. Some significance may be attached to the proximity of such major structural features as it has been suggested by Atomic Energy Commission geologists and others that some definite relationship exists between known uranium deposits and positive structures. The anticlines are the loci for ascending uranium ore solutions.

* Opinions by the firm of Melbye & Merwin, Consulting Geologists.

The oldest sedimentary rocks exposed on the lease the brown shales and sandstone of the Moenkopi formation which are overlain successively by the Jurassic? Shinarump conglomeratic sandstone, sandstones and shales of the relatively thin Triassic Chinle, massive cliff forming sandstones of the Jurassic? Wingate and the irregularly bedded grey to red alternating sandstones and shales of the Jurassic Kayents. All of these formations are capped by unconsolidated Quarternary formations.

ORE DEPOSITS

Most of the known commercial uranium mineralization in the immediate area is confined to ancient stream channels in the Shinarump formation. There is substantially no uranium ore production of importance in the immediate area and such ore bodies as are found in the general area are usually small and widely separated by barren rock. During the sedimentary deposition period, vegetation accumulated in the meandering stream gullies which crisscrossed the area and upon burial by later sediments this vegetable material was carbonized. Apparently these accumulations of carbonaceous material, often called "trash," acted as a reducing agent and resulted in the precipitation of uranium from ascending solutions. Numerous examples exist of stream channels which, lacking such "trash," are devoid of uranium. On the Mountain States lease, a highly carbonaceous, uranium bearing channel exists and has been mapped.

Shortly after the preliminary geological examination was completed, a shipment was made from the property. The rim-exposure was cut and the 4380 lb. shipment made without an attempt at sorting the ore. The ore, as received at the Monticello mill, assayed 0.36% U_3O_8, 0.13% V_2O_5, and 35.4% $CaCO_3$ (lime). Because of its high lime content, the shipment was penalized 21.10, but netted $53.67 or roughly $25.00 per ton, without the bonus, but before the cost of producing the ore. This shipment did not result in the removal of all observed ore.

The Lisbon Valley Uranium Company is at present shipping about 30 tons per day of uranium ore from what may prove to be the same channel several hundred feet to the east. This channel was mapped by the writers and is well known to project toward the Mountain States Uranium, Inc. property. The heavy lime association is expected to decrease when mining operations have proceeded beneath the surface weathered zone, as weathering processes often concentrate lime near the surface.

Since this shipment, no further work has been done on the property. A program of exploration drilling and drifting has been suggested by the writer which will test the favorable portions of the area for commercial mineralization, and which has been outlined under RECOMMENDATIONS.

CONCLUSIONS

1. The presence of highly mineralized sandstone at the surface, and in association with a known stream channel containing abundant carbonaceous material, is an extremely favorable indication for uranium exploration.
2. On the nearby Lisbon Valley property the high lime content has decreased to

below the 6% $CaCO_3$ cutoff for no penalty. This was verified by a cut sample running.

3. Since the property contains an outcrop of ore-grade material, and the stream channel has been mapped at the surface, no extensive outlay of money will be necessary to start exploratory operations.

4. An ore bearing channel was mapped on the Lisbon Valley property during the period of the geological examination. Regular shipments have been made from this mine for sometime and it is a definite possibility that this same channel extends through the Mountain States property.

*Opinions by the firm of Melbye & Merwin, Consulting Geologists.

RECOMMENDATIONS

1. A program of long-hole drilling from the side of the mesa should be inaugurated to determine the direction and extent of the channel, to prove an ore reserve, and to plan an efficient mining operation if sufficient reserves are found.

2. The Shinarump-Chinle exposure should be cut with a bulldozer wherever possible and the cuts mapped.

Respectfully submitted,
Charles E. Melbye
Stuart S. Merwin
Consulting Geologists

PRELIMINARY GEOLOGICAL AND ECONOMIC EVALUATION

of the

MOUNTAIN STATES URANIUM, INC. HOLDINGS

Central Mining District, Jamestown, Colorado

INTRODUCTION

The Central or Jamestown mining district lies in the central part of Boulder County, Colorado, approximately 17 miles northwest of the city of Boulder. During its early history, the district was noted for its gold, silver, lead and zinc production, but beginning 1942, fluorite, a common gangue mineral in the area, became the most sought after ore and its mining has continued ever since. The presence of uranium in the area has been known for some time, but it has only been during the last few months that significant quantities of meta-torbernite, a copper-bearing uranium salt, have been found. However, there has been no commercial uranium production of importance, as the district is now in the exploratory stage.

The Mountain States Uranium, Inc. properties, which are listed elsewhere and also shown on the accompanying plate, embrance 26 patented and 10 unpatented mining claims on which now inactive gold-silver mines and potentially productive, but unexplored, fluorspar and uranium occurrences are present. The extent to which the gold-silver mines are worked out is not known, but this fact will be determined as exploration proceeds fluorspar and uranium. More property is being acquired, and a systematic exploration program has been started and will be continued.

Except for a brief resume of the GENERAL GEOLOGY, the geological and economic factors of the three main groups of potential commercial deposits, namely: (1) Uranium (2) Fluorspar (3) Gold, silver and base metals, will be discussed separately.

GENERAL GEOLOGY

The Central or Jamestown mining district is the extreme northeast mineralized area within the Colorado Mineral Belt. Pre-Cambrian schists and gneisses of the Idaho Springs formation and limited amounts of the more basic and igneous Swandyke gneiss were invaded or intruded by the later, but still pre-Cambrian Boulder Creek and Silver Plume granites. During the early Tertiary period, this pre-Cambrian complex was intruded by a series of acid igneous rocks, and still later by the mineralizing solutions which percolated upward through fissures resulting from the intrusions. The mineralized area within the district is localized where the Tertiary quartz-monzonite intrusive lies between the small Boulder Creek batholith on the south and the large Silver Plume granite on the north. The Jamestown or Central mining district has produced substantial quantities of gold, silver, base metals and fluorite from many strong veins and vein systems surrounding the main intrusive.

ORE DEPOSITS

Uranium:

Mountain States Uranium, Inc. has begun an extensive exploration program on a number of claims offering uranium potential. Meta-torbernite, the most abundant uranium mineral in the area has been found in a significant amount on the Klondike, Free Coinage, Magnet, and Pine claims.

The uranium deposits are apparently localized at the intersection of east-west minor faults with the main north-south vein system. Preliminary geological studies have indicated that the ore is in association with numerous granodiorite or granite dikes which were intruded into the pre-Cambrian complex. The metz-torbernite mineralization is the result of ground water leaching of primary minerals and is found in the vein zones as well as in numerous joints, cracks, and small fissures in the quartz monzonite and gneiss near the veins.

The Pine patented claim contains the best exposure of uranium mineralization. The meta-torbernite mineralization is disseminated in a shear zone over an area of 20 by 50 feet, and a representative cut sample assayed 0.17% U_3O_8. Bulldozer cuts have been completed on the Klondike claim group to better expose the mineralization. Small amounts of meta-torbernite and pitchblende have been found on the old mine dumps, and it is hoped that the reopening of these old mine workings will assist in providing the key to commercial deposits.

Fluorspar:

At the present time, there are two major fluorspar-producing firms in the Jamestown mining district. The General Chemical Company's Burlington mine is one of the largest fluorspar operations in the United States and averages 120 tons per day. The Ozark-Mahoning Company's mine and mill are located at Jamestown and for some time have been averaging 100 tons per day.

The fluorspar deposits are confined to breccia reefs and fissure veins. Crystalline fluorspar assaying 60-90% CaF_2 is found in the fissure vein type deposits, but the breccia reefs assaying 5-60% CaF_2, have accounted for the major production. Several of these breccia veins have exceeded 70 feet in width and at present, ore is being

mined by General Chemical Company in a stope up to 80 feet wide. The orebodies are consistent with depth and the major deposits are apparently localized at the intersection of two vein systems. No sampling has yet been done to determine the amounts of base metal or mica impurities which would impose a penalty on fluorspar shipments.

Several fluorspar deposits are known to occur on the Mountain States Uranium, Inc. properties. The Lehman vein has been drifted on for 100 feet, exposing possibly commercial mineralization although not yet verified by sampling. The Ozark-Mahoning mill will accept custom ore which runs over 30% CaF_2. In addition, the mill concentrates the associated lead and silver which usually pays for the milling.

At least one and probably more vein intersections are known within the Mountain States holdings. Bulldozing guided by systematic geological mapping has already resulted in discoveries and should uncover other potential deposits.

Gold, Silver, and Base Metals:

The Central or Jamestown mining district is most noted for its gold and silver production, although production is small at the present time. Precious metals have been produced or recovered as a fluorspar by-product continuously since 1865. Various estimates of the district's gold, silver and base metal output have been made, but a reason figure would be in excess of $6,000,000.

Gold occurs in association with pyrite, and as tellurides. The pyrite-gold bearing veins fill fault fissures which trend northwest and dip southeast. The most productive veins are in a zone half a mile wide which lies 1½ to 2 miles east of the quartz monzonite intrusive. As typical of many gold districts, the veins have an erratic grade. Telluride-type ores have been produced for a number of years. The ores occupy northeast trending fault fissures and the width and grade varies from one inch to 10 feet in width and from a fraction of an ounce to several hundred ounces per ton.

Mountain States Uranium, Inc. has leased a number of these old gold properties and is, at present, opening up several of the old workings so that a thorough sampling and exploration program may proceed. The Jew and Keystone workings, with over 2000 feet of development, are being reopened. On the Wauban claim, the gossan or oxidized vein outcrop was mined to a depth of 50 feet, and this vein will be prospected and developed further. The Red Spruce shaft is being cleaned out and re-timbered, the water pumped out, and plans are being made to sample and map its old workings. Since Lovering and Goddard, as well as others, have pointed out that commercial deposits exist at vein intersections and at changes in dip and strike, these control features will be explored, although no implication is intended that commercial ore bodies are now known to exist.

Silver-lead veins in association with fluorspar deposits are known to occur on Mountain States property. The grade and extent remains unknown, but high-grade float has been found near the Nations Treasure claim.

Copper occurs as veinlets throughout the district, and at one locality visited it is associated with pitchblende.

CONCLUSIONS AND RECOMMENDATIONS

Previous work in the Central or Jamestown mining district has proven that commercial quantities of uranium, fluorspar and base metals exist in the district. Mountain States has acquired control of a number of claims within the district which have varying geological conditions and which offer excellent prospects. With present technology in geology, geophysics, and exploration techniques at a high point of efficiency, it is

hoped that through their use new orebodies and extensions of known old ones will be brought into production. The ore controls are known, and by utilizing every available exploration method, further exploration effort will have those "targets" as guides.

It is the writers belief that the district as a whole and Mountain States Uranium, Inc. properties in particular, hold an excellent chance for the discovery of economic uranium, fluorspar, gold, and base metal deposits. This diversity of minerals also offers insurance against unfavorable changes in economic conditions.

It is recommended that the present exploration continue, the important old mines be reopened, and a systematic geological and geophysical mapping program be completed. When all of the data have been gathered and integrated, a drilling program and underground exploration may then begin.

Respectfully submitted,
Charles E. Melbye
Stuart S. Merwin
Consulting Geologists

GEOLOGICAL EVALUATION

of the

MARTHA E MINE

Clear Creek County, Colorado

LOCATION AND ACCESSIBILITY

The Martha E property is located in the Coral Mining District, Clear Creek County, Colorado, Section 5, T 4 S, R 73 W and is comprised of the Bell and Orton claims (Patent No. 7149), the Connemara No. 1 and No. 2 and the Blue Ridge claims (Patent N.o 16169) and the Martha E, Martha E Extension, and Elizabeth M unpatented claims. The portal of the Martha E mine is on the Martha claim. The property may be reached from Idaho Springs by traveling one-half mile southwest on the paved Chicago Creek highway and thence four miles on a good gravel road up Spring Gulch. The elevation is about 9,500 feet.

REGIONAL GEOLOGY

The Coral District is situated in the northeast-trending Colorado Mineral Belt, and the mineralization is practically continuous with the Idaho Springs district. This mineral belt is generally defined as the major belt of economic base-metal mineralization from Aspen to Boulder.

LOCAL GEOLOGY

The country rock throughout most of the district is gneiss and schist of the Idaho Springs formation, which strikes generally northeast with a southeast tip. Scattered throughout the area are irregular masses of gneissoid granite, Silver Plume granite, pegmatites, and also a few tongues of the Boulder Creek granite from the main intrusive to the south. Intruding these rocks are numerous bostonite and quartz monzonite porphyry dikes of general northeast trend.

The veins are along faults and generally trend east to northeast; which is ALSO THE STRIKE OF THE Martha E vein. The dip is 60 degrees north. The ore minerals are galena, sphalerite, chalcopyrite, pitchblende, torbernite, and autunite with pyrite, quartz, and limonite as gangue minerals. A number of out samples from the tunnel assayed .014% U_3O_8 to .033% U_3O_8, but four samples from the winze assayed. 088% U_3O_8 to .39% U_3O_8 over a width of 8 inches to 15 inches. A more highly mineralized zone with a rake of 45 degrees northeast was cut by the winze. The vein varies from one foot to five feet in width. The above samples do not represent any substantial tonnage but are just indications of the possible mineralization grade.

Statistically, those areas in the Idaho Springs-Central City region containing chalcopyrite (copper sulfide) have the highest grade uranium as well as the highest percent of significant abnormal radioactive occurrences. The Martha E Mine is in such an area. (See U. S. Geological Survey Circular 345 for discussion of the mineral zonation.) The occurrence of bostonite dikes is also a common association with pitchblende deposits of the Front Range. These criteria do not necessarily imply that the mineralization will be of economic grade, but they are favorable indications. One ore shipment of 2,920 pounds assaying 0.14% U_3O_8 and 0.11% V_2O_5 was made from the mine. There are at least seven other mines without four miles of the Martha E that contain significant quantities of uranium.

PAST DEVELOPMENT

In 1952 the original three directors and officers carried out a fairly extensive exploration program at the mine. The tunnel or drift in the Martha E mine was extended 70 feet, the existing shaft or winze was deepened 75 feet, and another level was extended from the bottom of shaft 50 feet west, all development being along the vein. In addition 60 feet of drift was put in on another vein at the bottom of the mountain along Spring Gulch. This development was all executed along the vein to explore the depth possibilities of the uranium mineralization. Part of the cost was financed by a DMEA loan for $7000.000 granted February 4, 1953 and the results of the exploration were negative as no discovery was made, and no certificate of discovery was issued. The contract was terminated on April 29, 1953.

CONCLUSIONS

The Martha E Mine contains significant quantities of uranium and the geological criteria are favorable. Therefore, the property warrants further exploration.

RECOMMENDATIONS

Detailed geological mapping and sampling should first be completed of the underground workings and the surface at an estimated cost of $2000.00. On the basis of this data about $5000.00 in diamond core drilling should then be executed to cut the expected projections of the known mineralized zone and of any other suspected orebodies. Some additional underground explorattion may also be justified. This exploration work should enable a decision to be made as to the feasibility of a mining operation.

Respectfully submitted,
Charles E. Melbye
Stuart S. Merwin
Consulting Geologists

PUBLIC OFFERING

Mountain States Uranium, Inc. proposes to finance its plan of mining operations by a public offering of 24,920,250 shares of its authorized common stock at 1c per share; and if the entire offering is sold after paying the promotional and other sales costs of the issue it is estimated that the offering will net the company not less than $224,282.25. The stock will be sold by James R. Manning who will receive no compensation therefrom. However, the company will reimburse him for actual out of pocket expenses incurred therewith. The distribution costs per share shown on outside front cover page include any such expenses.

CONTEMPLATED ALLOCATION OF NET PROCEEDS

Since only an estimate can now be made of the various monetary requirements that may be entailed in its proposed uranium mining project, the directors contemplate the disposition of the net proceeds of the offering will be practically as set forth below, with no one item having any priority over another.

For a general exploratory, development and mining program, the employment of geologists, engineers, accountants and other experts, the directors consider the following sums. The allocations made herein for mining and development are contingent on a successful outcome of exploration. The expenditures for development work and any mining which may result therefrom will be distributed among the company's properties as follows: properties Central Mining District, 45%, or approximately $101,000.00; Utah School Section Lease, 35%, or approximately $78,000.00; and Martha E Mine, 20% or approximately $45,000.00.

Core drilling, testing, and other exploratory work	$ 30,000.00
Mining machinery and equipment	35,000.00
Geological and mining engineering services	5,000.00
General purposes of mining and developing properties including labor and supplies	90,000.00
Administrative expenses including salaries of President, Vice President and Secretary-Treasurer*	20,000.00
Reserve for unknown mining requirements including possible acquisition of further properties	25,000.00
Accounting and legal services, contingencies, etc.	10,000.00
Printing and promotional costs relative to issue	9,282.25
Total	$224,282.25

Each of these items is an approximation and may be varied as exploratory work operations progress; and any one item may be drawn on to supplement the needs of another item.

* Since the inception of the Company President Manning has, and will continue to, draw a salary of $3600.00 annually. Vice President Nelson has drawn and will draw a salary of $3600.00 annually. Secretary-Treasurer Parkhurst was to receive $3000.00 annually, and was paid on that basis from April, 1955 through December, 1955. She will continue to perform the functions of this office but will receive no further salary. Former Secretary-Treasurers Zook and Garland were employed briefly during earlier operations at annual salaries of $3600.00 and $1800.00 respectively, Mr. Garland also to receive $4200.00 annually for duties as Mining Foreman. These two individuals are no longer connected with the Company.

Salaries paid to officers out of prior proceeds from the date of organization through December 31, 1955, amounted to $15,026.25. As of December 31, 1955, an additional $3,125.00 is due and unpaid. See the statement of receipts and disbursements herein for additional disbursements out of prior proceeds.

There is no assurance that sufficient funds can be raised to carry out the purposes of the financing. If any portion of the net proceeds is not required for the purposes above stated, such portion will be used for working capital and other general corporate purposes. The company reserves the right to vary or change the foregoing purposes if it should appear advisable to do so. No arrangement has been made to refund amounts paid by purchasers in the event that an amount sufficient to accomplish the purposes mentioned is not raised.

PREVIOUS UNDERWRITING TRANSACTION

Underwriters, Inc., 602 15th Street, Sparks, Nevada, the original underwriter, ceased to handle the issue prior to September 1, 1955. Underwriters, Inc., had received in addition to the total commission of 33 1/3% one share for each ten shares sold from the personally owned shares of James R. Manning and Peter Nelson.

In June, 1954, Mountain States Uranium, Inc. entered into a contract with Underwriters, Inc. of Sparks, Nevada, the terms of said contract being that Underwriters, Inc. would undertake the sale of the common stock of Mountain States Uranium, Inc. on a 33 1/3% commission-to-underwriter basis. Supplemental to this contract was an agreement wherein Underwriters, Inc. would receive one share of the personally owned stock of Directors Manning and Nelson for each ten shares of Mountain States Uranium, Inc. stock sold. The shares received by Underwriters Inc. were, as above noted, to come exclusively from the personally owned stock of Directors Manning and Nelson, and not from the public issue. Prior to September, 1955, the aforementioned contract and agreement were terminated and Underwriters, Inc. no longer has any relation whatsoever to Mountain States Uranium, Inc. The financial details of the dealings between Mountain States Uranium, Inc. and Underwriters, Inc. can be summarized as follows:

Number of shares sold	5,079,750
Proceeds to company received before Underwriters Commission	$50,797.50
Commission paid to Underwriters, Inc.	16,993.87

CAPITALIZATION

The following table sets forth the capitalization of the company as of the date of this offering circular:

Kind of Stock	Common Shares par value 1c each
Presently Authorized	60,000,000 shares
Outstanding	20,082,050 shares
To be outstanding if all shares offered hereby are sold	45,002,300 shares

MANAGEMENT AND CONTROL

James R. Manning, 1115 Main Street, Louisville, Colorado	President, Director and General Manager
Peter Nelson, 7000 West 32nd Avenue, Wheatridge, Colorado	Vice President, Director and Assistant Manager

Mildred Parkhurst, Secretary-Treasurer
1115 Main Street, Louisville, Colorado and Director

At the organization meeting of the Board of Directors held February 24, 1954, for and in consideration of their deeding to the company their mine and mining property, 5,000,000 shares were issued to Director Manning, 5,000,000 shares to Director Nelson, and 5,000,000 shares to then Director Harvey W. Zook, now deceased, the three directors in turn transferring a total of 100,000 shares to the daughter of Director Manning, Mildred Parkhurst, who had invested with her father. One hundred shares were also issued at par to each original director as qualifying shares. Officers and Directors Manning, Nelson and Parkhurst do not contemplate public distribution of their respective shares but intend to hold the same as an investment.

The real and personal property, mention of which was made earlier under the heading "Company's Property," transferred in exchange for the aforementioned 15,000,000 shares of stock, consisted of the Bell and Orton patented lode mining claims, the Elizabeth M. group of five unpatented mining claims, and the Martha E. unpatented lode mining claim, an Ingersoll-Rand Compressor, one Waukesha Motor, one Thor Sinker, two drifters with all necessary attachments, three cars, one air winch, one skid with all necessary attachments and accessories, and all and every bit of tools and equipment in and about the shaft and buildings and all personal property and fixtures and all surface improvements. This property belonged to Gold Bar Mines, Inc., the Company's predecessor, the stock of same being held solely by Directors Manning, Nelson, and Zook, as indicated earlier in text under heading "Company's Property" and which had been acquired at a very nominal cost.

Except as set forth in this offering circular, no officer, director, promoter or affiliate has any direct or indirect material interest by security holding, contracts, options, or otherwise in the company or in properties to be acquired or operated by the company, or in any nearby properties, whose value might be enhanced by operations by the company on its properties.

MOUNTAIN STATES URANIUM, INC.
(A Colorado Corporation)

Statement of Assets and Capitalized Expenses
December 31, 1955

Current assets:		
Cash in banks		$ 1,757.65
Other assets and capitalized expenses—not current:		
Office equipment	$ 369.76	
Mining equipment (Note)	10,433.44	
Autos and trailer	5,129.91	
Investment in mining properties (Note)	1,980.00	
Stock Issue expense	16,993.87	
Unrecovered exploration and development expense	67,863.71	102,770.69
		$104,528.69

Note: Capital stock was issued to officers in exchange for assets, in addition to those listed above, as follows:

Asset	Number of Shares
Mining equipment	250,000
Investment in mining properties	14,750,000
	15,000,000

GOLD BAR MINES, INC.
(A Colorado Corporation)

Statement of Receipts and Disbursements
Period January 1, 1953 through January 31, 1954

Cash in bank at beginning of period		$ 244.23
Receipts:		
D. M. E. A. Govt. Loan	$ 6,984.00	
Invested by Manning, Zook and Nelson	3,746.75	10,730.75
		10,974.98
Disbursements:		
Purchase of equipment	1,164.86	
Mining supplies and expense	2,416.89	
Office expense	57.85	
Legal and accounting	65.53	
Taxes	438.21	
Salaries and wages	6,767.16	10,910.50
Cash in bank at end of period		$ 64.48

MOUNTAIN STATES URANIUM, INC.
(A Colorado Corporation)

Statement of Capital Shares
December 31, 1955

	Number of Shares	Amount
Capital stock, common, one cent par value — 60,000,000 shares authorized:		
Issued for cash in public offering	5,079,750	$ 50,797.50
Issued to officers:		
For cash	2,300	23.00
For mining equipment and mining claims, located in Clear Creek County, Colorado	15,000,000	
Reserved for repayment of loans	584,650	
	20,665,700	$ 50,820.50

MOUNTAIN STATES URANIUM, INC.
(A Colorado Corporation)

Statement of Liabilities
December 31, 1955

Current liabilities:	
Open accounts payable—trade	$ 5,236.69
Accrued salaries—officers	3,129.00
Payroll taxes payable	545.19
Notes payable—trade	9,818.80
Loans payable—officers	10,900.00
Total current liabilities	29,629.68
Long-term liabilities:	
Notes payable—bank—due after one year	18,241.66
Total current and long-term liabilities	$ 47,871.34
Other liabilities:	
Loans were received which are to be repaid with capital stock of the company as follows:	
Received from officers	$ 2,836.50
Received from others	3,000.00
Total	$ 5,836.50

Note: The company has a contingent liability of $1,141.00 under Section 12 (1) of the Securities and Exchange Act of 1933, as amended. This sum is based upon the following: Sales made in jurisdictions not listed in former notifications as follows: Colorado 81,500 shares; Virginia, 1,000 shares; District of Columbia 31,600 shares; aggregating 114,100 shares or $1,141.00. In addition, approximately 9,500 shares were sold by use of literature not corrected pursuant to revisions filed. The sale of these 9,500 shares under these circumstances, constitutes an additional contingent liability of $95.00 making total contingent liabilities therefore of $1,236.00.

MOUNTAIN STATES URANIUM, INC.
(A Colorado Corporation)

Statement of Cash Receipts and Disbursements
From Date of Incorporation on February 23, 1954, Through December 31, 1955

	Period from February 23, 1954 to December 31, 1954	Period from January 1, 1955 to December 31, 1955
Cash in banks at beginning of period		$ 1,317.16
Receipts:		
Sale of securities—common stock	$ 14,337.75	$ 36,482.75
Loans from officers		10,900.00
Loan from Jefferson Co. Bank		18,241.66

Loans to be repaid in stock			5,836.50	
Miscellaneous income	85.46		94.74	
Total receipts		$ 14,423.21		$ 71,555.65
		14,423.21		72,872.81
Disbursements:				
Office equipment	257.04		207.01	
Mining equipment	376.00		6,690.00	
Autos and trailers			2,957.28	
Investment in mining properties	240.00		1,740.00	
Stock issue expense	4,511.10		12,482.77	
Office supplies and expense	49.78		421.79	
Auto expense	456.18		1,908.93	
Travel expense	267.31		1,469.55	
Mining supplies and expense	533.66		3,818.72	
Exploration and development	655.21		4,618.91	
Recording fees	50.00		121.10	
Legal and accounting	701.92		3,790.93	
Telephone and telegraph	30.70		486.49	
Office rent	315.00		585.00	
Salaries—officers and directors	3,691.25		11,335.00	
Salaries—others	293.51		10,503.17	
Contract work			2,325.50	
Bank charges	11.27		52.65	
State Compensation Insurance	356.00		627.00	
Taxes	134.61		1,193.74	
Dues and subscriptions			69.92	
Interest paid			304.96	
Machine Rental			2.840.13	
Insurance expense			465.01	
Revenue stamps	175.51		99.00	
Total disbursements		13,106.05		71,115.16
Cash in banks at end of period		$ 1,317.16		1,757.65

SUBSCRIPTION

No._____ Date_____

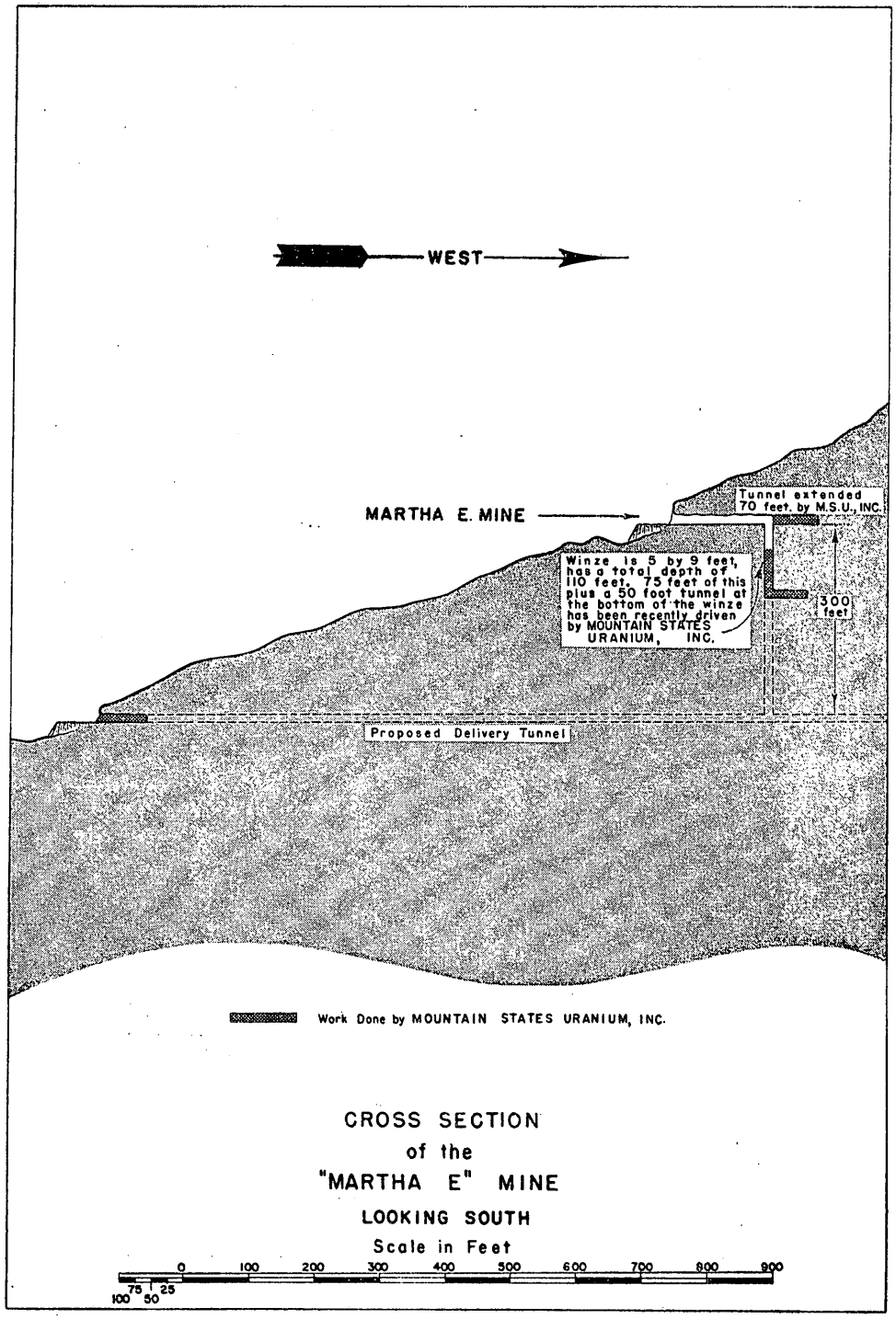
Mountain States Uranium, Inc.
Suite #6, 7340 W. Colfax
Denver 15, Colo.

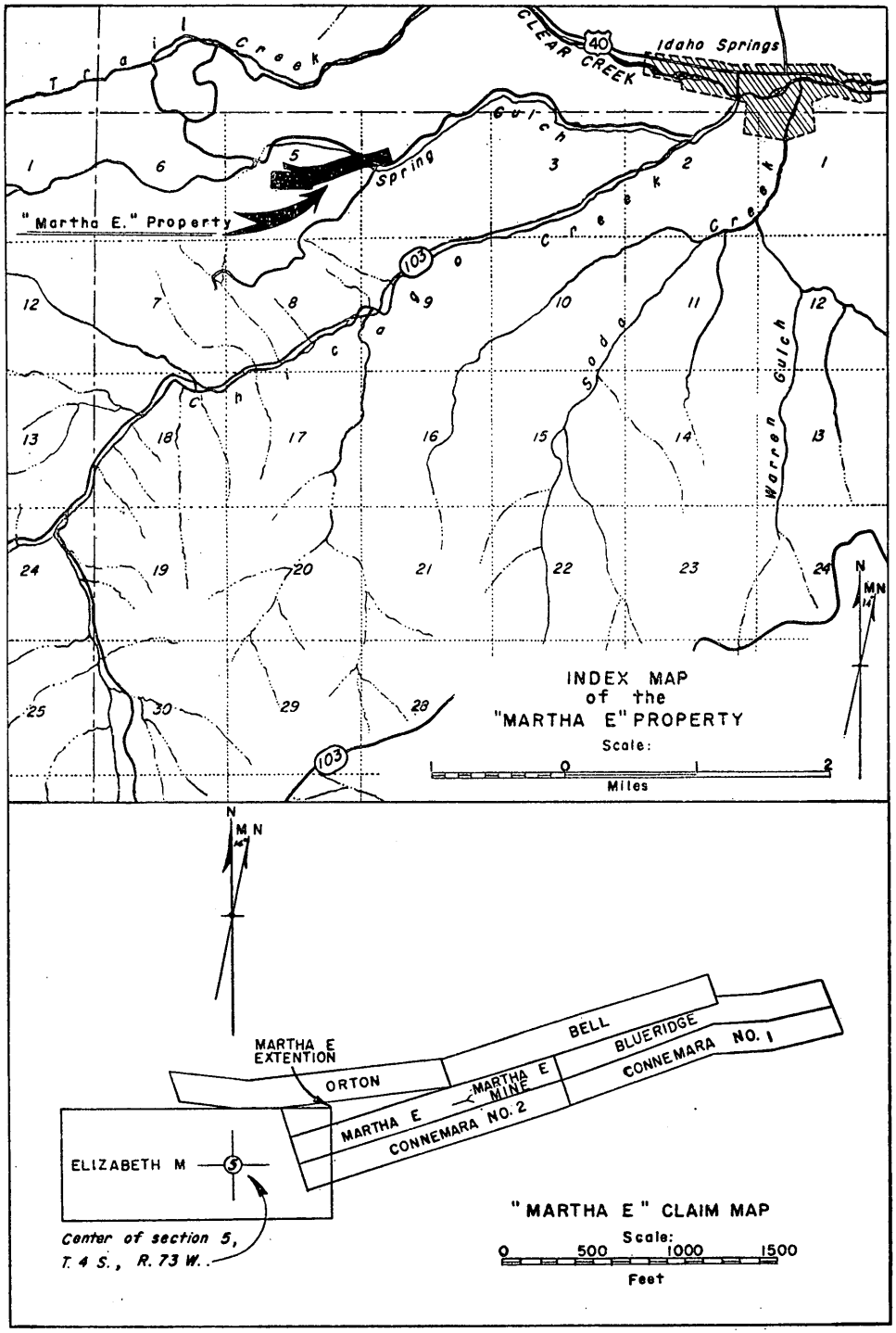
I hereby subscribe for_____shares of Mountain States Uranium, Inc.

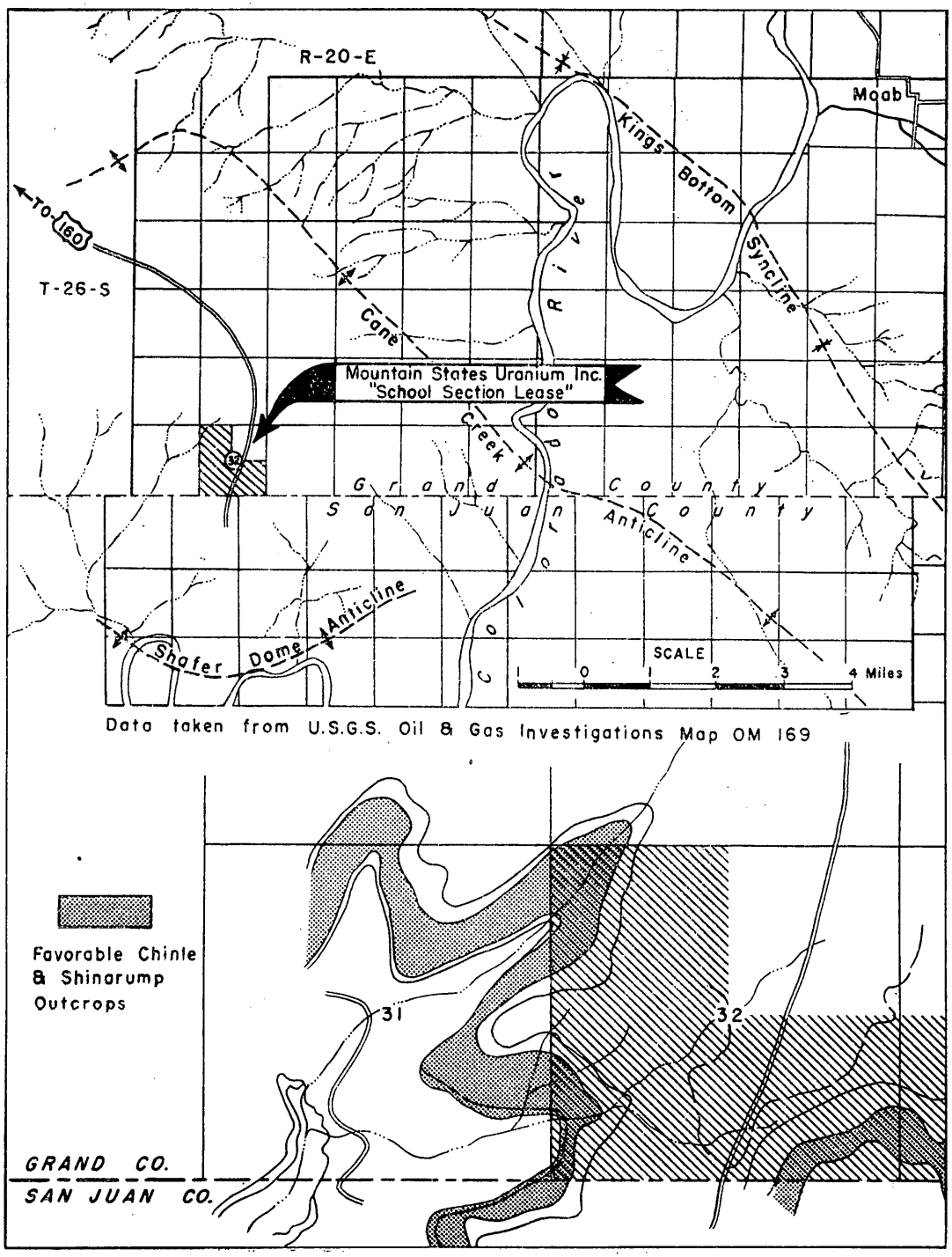
I enclose $_____as full payment for same.

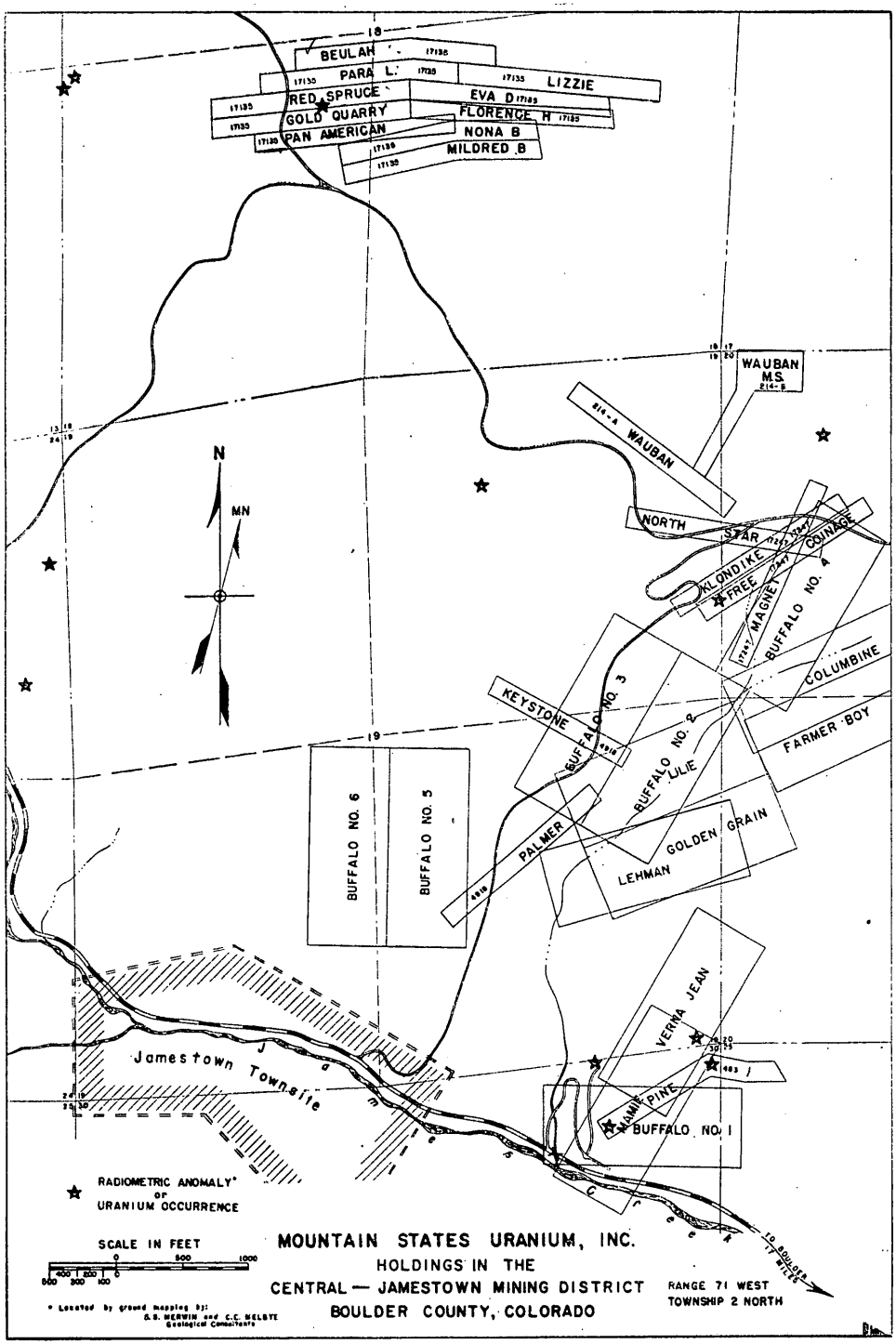
Name_____
(Please Print)

Address_____ City_____ State_____


WEST
MARTHA E. MINE
Tunnel extended 70 feet. by M.S.U., INC.
Winze is 5 by 9 feet, has a total depth of 110 feet. 75 feet of this plus a 50 foot tunnel at the bottom of the winze has been recently driven by MOUNTAIN STATES URANIUM, INC.
300 feet
Proposed Delivery Tunnel
Work Done by MOUNTAIN STATES URANIUM, INC.
CROSS SECTION
of the
"MARTHA E" MINE
LOOKING SOUTH
Scale in Feet
0 100 200 300 400 500 600 700 800 900
100 75 50 25


Trail Creek
CLEAR CREEK
40
Idaho Springs
Gulch
Spring
"Martha E." Property
Creek
Creek
103
Soda
Warren Gulch
Creek
INDEX MAP
of the
"MARTHA E" PROPERTY
Scale:
0
1
2
Miles
N
MN
14°
MARTHA E
EXTENTION
ORTON
BELL
BLUERIDGE
CONNEMARA NO. 1
MARTHA E
MINE
MARTHA E
CONNEMARA NO. 2
ELIZABETH M
5
Center of section 5,
T. 4 S., R. 73 W.
"MARTHA E" CLAIM MAP
Scale:
0
500
1000
1500
Feet


R-20-E
Moab
Kings Bottom Syncline
To 160
T-26-S
Cane Creek
Colorado River
Mountain States Uranium Inc.
"School Section Lease"
Grand County
San Juan County
Anticline
Shafer Dome Anticline
SCALE
0 1 2 3 4 Miles
Data taken from U.S.G.S. Oil & Gas Investigations Map OM 169
Favorable Chinle & Shinarump Outcrops
31
32
GRAND CO.
SAN JUAN CO.


BEULAH
PARA L.
LIZZIE
RED SPRUCE
EVA D
GOLD QUARRY
FLORENCE H
PAN AMERICAN
NONA B
MILDRED B
WAUBAN M.S.
WAUBAN
NORTH STAR
KLONDIKE
FREE COINAGE
MAGNET
BUFFALO NO. 4
COLUMBINE
FARMER BOY
KEYSTONE
BUFFALO NO. 3
BUFFALO NO. 2
LILE
PALMER
GOLDEN GRAIN
LEHMAN
BUFFALO NO. 6
BUFFALO NO. 5
VERNA JEAN
BUFFALO NO. 1
Jamestown Townsite
Jamestown Creek
TO BOULDER 7½ MILES
N
MN
RADIOMETRIC ANOMALY*
or
URANIUM OCCURRENCE
SCALE IN FEET
0 500 1000
400 200 0
800 300 100
* Located by ground mapping by:
G.S. MERWIN and C.C. NELBYE
Geological Consultants
MOUNTAIN STATES URANIUM, INC.
HOLDINGS IN THE
CENTRAL — JAMESTOWN MINING DISTRICT
BOULDER COUNTY, COLORADO
RANGE 71 WEST
TOWNSHIP 2 NORTH

RECEIVED
JUL 5 - 1956

RECEIVED
JUL 5 - 1956

APPENDIX 5: THE EXPLORATION PROJECT

(d) Operating Experience and background of applicant:

We completed a loan for the D.M.E.A. on the MARTHA E. property, which was known at that time as GOLD BAR MINE.

O perations will be supervised by JAMES R. MANNING, President, and/or PETER NELSON.

APPENDIX 6. A - Detailed Estimate of Costs

THE RED SPRUCE GROUP OF 10 PATENTED CLAIMS

The company dewatered the mine 300 feet and found SUTTI PITCHBLENDE on the 100 foot level, and had it assayed by Charles Parker - Folio #6690, January 3, 1956. It ran .236% U-308, .34 in gold.

The vein is 60 feet west of the shaft. The dead end drift and running NE 14°.

(a). The company wants to drill a series of holes on the 200 foot level. There is a drift running parallel with the vein. The geologists say the holes will vary in depth from 30 feet to 100 feet through the foot wall.

5 holes at 30 foot depth
5 holes at 80 foot depth
5 holes at 150 foot depth

Total 1300 feet at $3.50 per foot $ 4,550.00

(b) Dewatering to the 200 foot level, 20 man days @ $15.00 per day 315.00

Supervision $20.00 a day - 30 days 600.00

Consulting Geologists 2,000.00

Hoist man 30 days @ $15.00 a day 450.00

(c) Power and equipment for water - 30 days at $10.00 a day 300.00

Put in public power 3,300.00

(d) None

(e) None

(f) None

(g) See separate appendix sheet 6 (g) and (h) for COMBINED mine groups.

(h) " " " " " " " " " " "

TOTAL ESTIMATE OF COST . . . $ 11,715.00

(You will find sketch drawing of The Red Spruce shaft in the map of the vein and the mine workings underground - Sketch for Appendix 5 (b))

APPENDIX 6. B

MISCELLANEOUS CLAIMS GROUP:

The Golden Grain	Klondyke
Lilly	North Star
Farmer Boy	Wauban
Columbine	Buffalo #3
Buffalo #4	Buffalo #2
The Magnet	Buffalo #5
Free Coinage	Buffalo #6

(a) The holes will be 150 feet in depth, at an estimated cost of $3.50 per foot - Total Cost for each hole $525.00 per hole 14 holes - . . . . . Total $7,330.00

(b) Supervision - 30 days @ $20.00 per day 600.00

Geologist and Engineer (Lump sum - by the job) 2,000.00

(c) Water Hauling $2.50 per hour - $20.00 a day - 30 days 600.00

(d) None

(e) None

(f) None

(g) See separate appendix sheet 6 (g) and (h) for COMBINED mine groups.

(h) " " " " " " " " " " " "

TOTAL ESTIMATE OF COST - - - -$10,530.00

APPENDIX 6 C:- Detailed Estimate of Costs

VERNA JEAN and THE PINE CLAIMS:

(a) None

(b) On the top of the Pine Claim and Verna Jean there are hot spots at which there should be 5 holes core drilled at 150 foot depth - 750 foot total, at an estimated cost of $3.50 per foot, or a total cost of $2,625.00

Geology and engineering - By the job - Lump sum estimate 150.00

(c) Water hauling with the truck $2.50 per hour, $20.00 per day 30 days - Total Cost 600.00

It will take 80 cat hours @ $12.00 per hour for a total of 960.00

(d) None

(e) None

(f) New Tool House 500.00

(g) See separate appendix sheet 6 (g) and (h) for COMBINED mine groups

(h) " " " " " " " " " " "

TOTAL ESTIMATE OF COST . . . . . $ 5,035.00

MOUNTAIN STATES URANIUM, INC.

APPENDIX 6 (g) and (h) for COMBINED MINE GROUPS:

(g)	Analytical Work	$ 600.00
	C.P.A. Accounting	240.00
	Workmen's Compensation	961.20
	Liability Insurance	225.00
	General Accounting $150 Mo x 4 months	600.00
	TOTAL MISCELLANEOUS	$ 2,626.20

(h)	Estimated Contingencies	$9,968.66
	TOTAL MISCELLANEOUS & CONTINGENCIES	$ 12,594.86

MOUNTAIN STATES URANIUM, INC.

APPENDIX #6 - TOTAL PROJECT - ESTIMATE OF COSTS

Appendix 6 A - Red Spruce Group of 10 Patented Claims	$11,715.00
Appendix 6 B - Miscl Claims Group	10,530.00
Appendix 6 C - Verna Jean & The Pine Claims	5,035.00
Appendix 6 (g) (h) Combined Miscellaneous & Contingencies	12,564.86
PROJECT GRAND TOTAL - - - - - - - - - -	$ 39,844.86

A (b) Recorded at 11:55 o'clock a. M., ...

990 PAGE 514 Reception No. 466125 MILT... E. T... Recorder.

THIS INDENTURE, Made this 26th day of September, in the year of our Lord one thousand nine hundred fifty-five, between

LOUIS A GAZ and WILLIAM BROWN

of the - - - - - - - County of Boulder and State of Colorado, parties of the first part, and MOUNTAIN STATES URANIUM, INC. a Corporation

of the - - - - - - - - - County of Boulder and State of Colorado, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other good considerations, - - - - - - - - - - - -,

to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have - - - - - - - granted, bargained, sold, remised, released and forever quit-claimed, and by these presents do - - grant, bargain, sell, remise, release and forever quit-claim, unto the said party of the second part, its/successors and assigns, the following described property, situate, lying and being in the Central - Mining District, in the County of Boulder, and State of Colorado, to-wit:

The Buffalo # 1 Lode Mining Claim; the Buffalo # 2 Lode Mining Claim; the Buffalo # 3 Lode Mining Claim; the Buffalo # 4 Lode Mining Claim; the Buffalo # 5 Lode Mining Claim and the Buffalo # 6 Lode Mining Claim, all as described in the Location Certificates thereof, filed for record in the Office of the County Clerk and Recorder of Boulder County, Colorado, in Book 990 at pages 245, 247, 249, 251, 253, and 255 respectively, to which reference is hereby made, and by reference incorporated herein;

TOGETHER with all the dips, spurs, and angles, and all the metals, ores, gold and silver-bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, its/successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Louis A Gaz [SEAL]

William Brown [SEAL]

.... [SEAL]

STATE OF COLORADO,
County of Boulder } ss.

The foregoing instrument was acknowledged before me this 26th day of September A. D. 19 55, by Louis A. Gaz and William Brown.

My commission expires March 11th., 19 56. Witness my hand and official seal.

James S. Lewis
Notary Public.

566125

NO.

MINING DEED

Louis A. Gaz and

William Brown

TO

Mountain States Uranium, Inc.,

a Corporation.

STATE OF COLORADO
County of Boulder } ss.

I hereby certify that this instrument was filed for record in my office at 11:55 o'clock A.M., November 21, 1955 and is duly recorded in book 998 page 564

Milton E. Tschiche
Recorder.

By Elma C. Davis
Deputy.

Fees, $ 1.50

Mountain States Uranium, Inc
7146 W. 2nd Ave
Lakewood
Colo.

[redacted] September, A. D. 1955, at 3[illegible] o'clock P. M. [redacted]

[redacted]421 [redacted] ON E. TSCHICHE RECORDER

[redacted]ATE OF COLORADO, } ss. **Know all Men by these Presents,**
County of BOULDER

That LOUIS A. GAZ & WILLIAM BROWN

RECEIVED
JUL 5 1956

the undersigned, have, this 6th day of September 1955, located and claimed, and by these presents do locate and claim, by right of discovery and location, in compliance with the Mining Acts of Congress, approved May 10, 1872, and all subsequent acts, and with local customs, laws and regulations 1500 linear feet and horizontal measurement on the BUFFALO #6 Lode, vein, ledge or deposit, along the vein thereof, with all its dips, angles and variations, as allowed by law, together with 300 feet on the west side, and 300 feet on the east side of the middle of said vein, at the surface, so far as can be determined from present developments; and all veins, lodes, ledges or deposits and surface ground within the lines of said claim, 300 feet running south from center of discovery monument and 700 feet running north from center of discovery monument; said discovery monument being situated upon said lode, vein, ledge or deposit, and within the lines of said claim, in CENTRAL Mining District, County of BOULDER and State of Colorado, described by metes and bounds as follows, to-wit:

Beginning at corner No. 1 from whence corner #3 of the Gold Treasure Lode Patent (# 16747) bears S32°E a distance of 1188 feet,

Thence 1500 feet due south to corner #2, which is also corner #2 of the BUFFALO #5 LODE,

Thence 600 feet due west to corner #3,
Thence 1500 feet due north to corner #4,
Thence 600 feet due east to corner #1,
the point of beginning.

This claim lies in the S½ of Sec. 19, T2N, R71W, 6PM.

Said lode was discovered on the 6th day of September A. D. 1955.

ATTEST:

Date of location 6 September A. D. 1955.

Date of Certificate 7 September A. D. 1955.

Louis A. Gaz (Seal)
William Brown (Seal)
(Seal)
(Seal)
(Seal)
(Seal)

Day of ..... A. D. 19..... o'clock ..... M.

..... RECORDED

(THIS MAP MUST BE ATTACHED TO LOCATION CERTIFICATE)

950 PAGE 250

MAP OF BUFFALO #6 LODE

attached to and hereby made a part of the Location Certificate, which map is prepared from an actual field survey of said Lode Claim.

1. Name and Address of Discoverer of Claim:

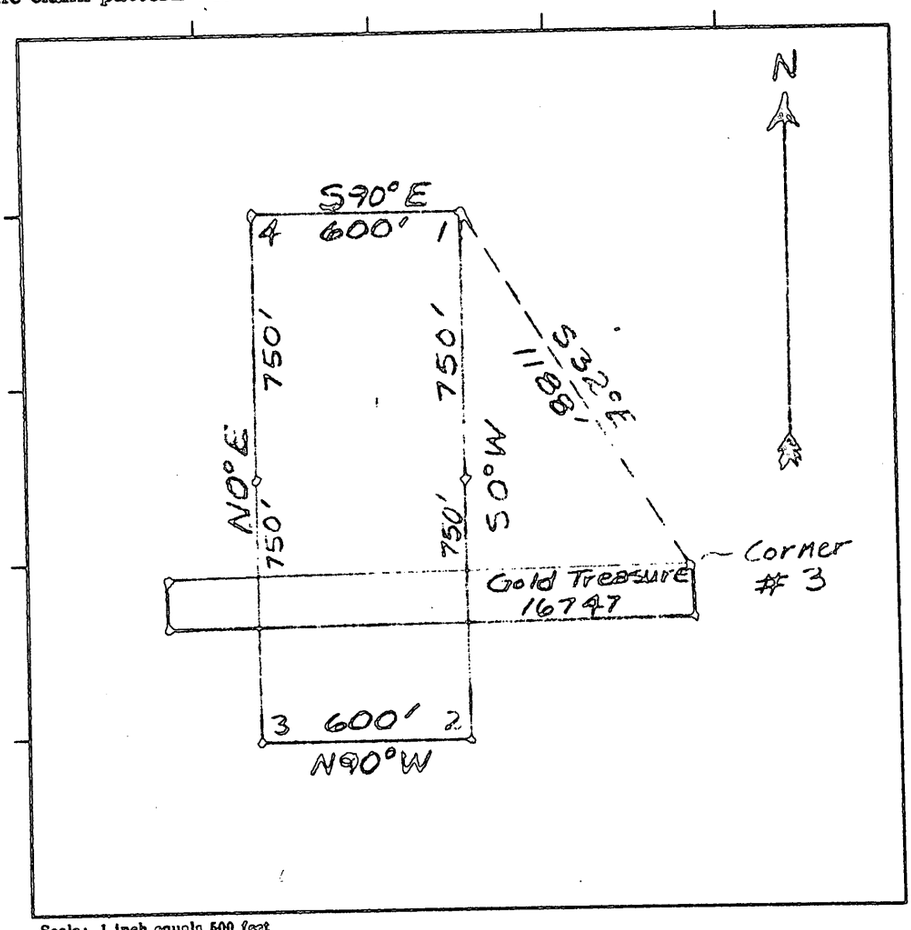
Name LOUIS A. GAZ

Address 1010 Vasquez
Golden, Colorado

2. Legal Subdivision of the land upon which the claim is located, if such land is surveyed:

SW Quarter of Section 19, Township 2N, Range 71W of the 6th P. Meridian, in the County of BOULDER, State of Colorado.

3. The claim pattern with courses and distances of the boundary lines is as follows:



Scale: 1 inch equals 500 feet

Dated at Golden, Colorado, this 6th day of September, 1955

Louis A. Gaz (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

LOCATOR.....

(THE CLAIM PATTERN MUST REFER TO THE NEAREST SECTION OR QUARTER SECTION CORNER OF PUBLIC LAND SURVEY, IF SURVEYED, OR TO A PERMANENT MONUMENT, IF NOT SURVEYED, BY WHICH THE CLAIM ON THE GROUND CAN BE READILY AND ACCURATELY ASCERTAINED.)

92-22-6A—Colorado Revised Statutes, 1953

LODE LOCATION MAP

1184-2B Dunklin Blue Print & Supply Co. Grand Junction, Colo.

562421 COMPARED INDEXED

No.

Lode Location Map

On the BUFFALO #6 Lode Mining Claim of LOUIS A. GAZ & WILLIAM BROWN in CENTRAL Mining District, BOULDER County, State of Colorado.

STATE OF COLORADO, }
County of BOULDER } ss.

I hereby certify that this Lode Location Map was filed for record in my office at 3 41 o'clock P. M., Sept. 7, 19 55, and is duly recorded in Book 990 at Page 255.

Milton E. Tschiche
RECORDER

By Elma C. Dawson
DEPUTY

Fees, $ 2 65 cr.

WHEN RECORDED RETURN TO

1153-B Denver Blue Print & Supply Co. Official Location, Colo.

Appendix 3 (b)

Recorded SEP -7 3 P BOOK 990 PAGE 253
Reception No. 562421 Motor L.

No. 102 LOCATION CERTIFICATE—Lode Claim.
—Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1936-40 Stout St., Denver, Colorado

KNOW ALL MEN BY THESE PRESENTS, That LOUIS A. GAZ & WILLIAM BROWN

RECEIVED
JUL 5 - 1956

have located the BUFFALO # 5 lode mining claim, and by this certificate, and by right of discovery and location, claim 1500 feet, linear and horizontal measurement along the vein thereof, with all its dips, angles and variations as allowed by law 850 feet on said vein running south from the center of the discovery monument and 650 feet running north from the center of the discovery monument, together with 300 feet on each side of the middle of said vein at the surface, and all veins, lodes, ledges, deposits and surface ground within the lines of said claim, situate in CENTRAL Mining District, County of BOULDER, and State of COLORADO and described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1 from whence corner #3 of the Gold Treasure Lode Patent (# 16747) bears S 32° E a distance of 1188 feet,

Thence die south 1500 feet to corner #2, which is also corner #2 of the BUFFALO #6 LODE,

Thence due east 600 feet to corner #3,

Thence due north 1500 feet to corner #4,

Thence due west 600 feet to corner #1, the point of beginning.

This claim lies in the S½ of Sec. 19, T2N, R71W, 6 PM.

Said lode was discovered on the 6th day of September, A. D. 1955
and located on the 6th day of September, A. D. 1955
Dated this 7th day of September, A. D. 1955

Louis A. Gaz [SEAL]
William Brown [SEAL]
[SEAL]
[SEAL]
[SEAL]
[SEAL]

(THIS MAP MUST BE ATTACHED TO LOCATION CERTIFICATE)

BOOK 991 PAGE 254

MAP OF BUFFALO # 5 LODE

attached to and hereby made a part of the Location Certificate, which map is prepared from an actual field survey of said Lode Claim.

1. Name and Address of Discoverer of Claim:

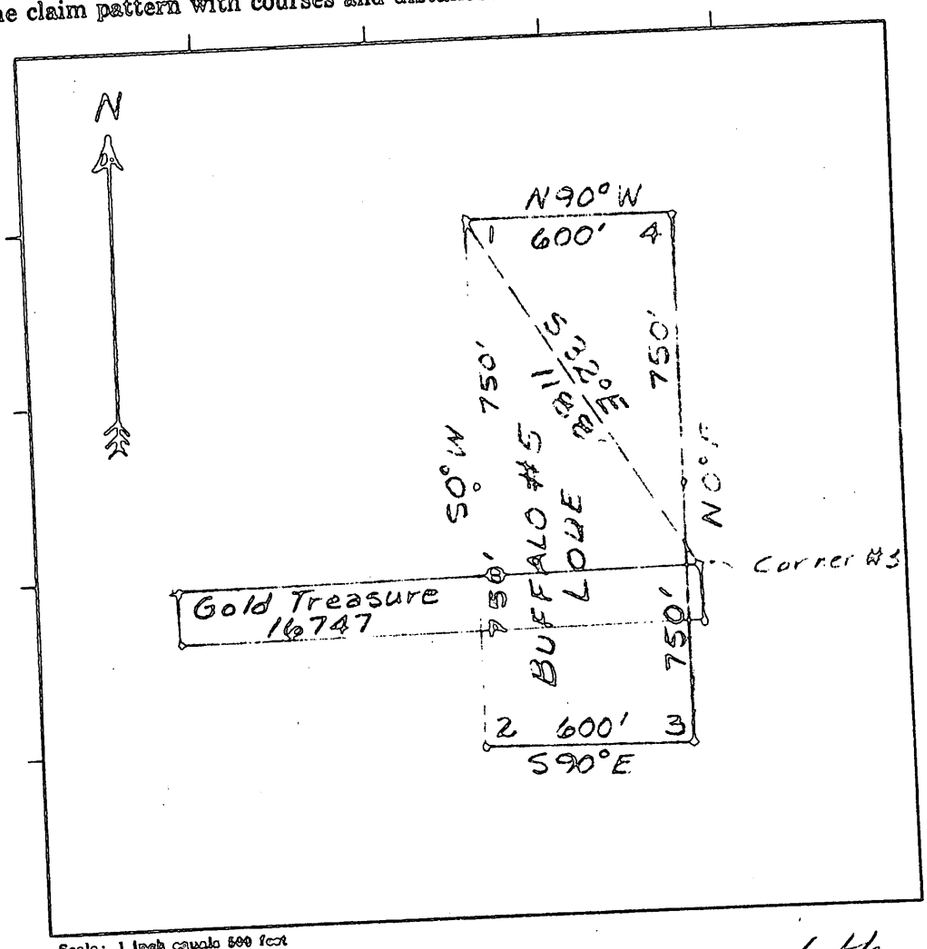
Name LOUIS A. GAZ

Address 1010 Vasquez
Golden, Colorado

2. Legal Subdivision of the land upon which the claim is located, if such land is surveyed:

SE Quarter of Section 19, Township 2N, Range 71 W of the 6th P. Meridian, in the County of BOULDER, State of Colorado.

3. The claim pattern with courses and distances of the boundary lines is as follows:



Scale: 1 inch equals 500 feet

Dated at Golden, Colorado, this 6th day of September, 1955.

Louis A Gaz (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LOCATOR

(THE CLAIM PATTERN MUST REFER TO THE NEAREST SECTION OR QUARTER SECTION CORNER OF PUBLIC LAND SURVEY, IF SURVEYED, OR TO A PERMANENT MONUMENT, IF NOT SURVEYED, BY WHICH THE CLAIM ON THE GROUND CAN BE READILY AND ACCURATELY ASCERTAINED.)

92-22-6A—Colorado Revised Statutes, 1953

LODE LOCATION MAP

1183-2B Dunbin Blue Print & Supply Co. Grand Junction, Colo.

No. 762420

COMPARED INDEXED

Lode Location Map

On the BUFFALO #5 Lode Mining Claim of LOUIS A. GAZ & WILLIAM BROWN in CENTRAL Mining District, BOULDER County, State of Colorado.

STATE OF COLORADO, County of BOULDER } ss.

I hereby certify that this Lode Location Map was filed for record in my office at 3 40 o'clock P. M., Sept 7, 19 55, and is duly recorded in Book 990 at Page 253.

Milton E. Tschiche
RECORDER

By Elma C. Harris
DEPUTY

Fees, $ 2 50 cs

WHEN RECORDED RETURN TO

1163-B Dunkley Blue Print & Supply Co. Grand Junction, Colo.

Appendix 3 (b)

Recorded SEP -7 1955 at 5 P.M. Reception No. 562419 Minor L. [illegible] Recorder BOOK 990 PAGE 251

No. 102 LOCATION CERTIFICATE—Lode Claim. —Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colorado

KNOW ALL MEN BY THESE PRESENTS, That LOUIS A. GAZ & WILLIAM BROWN

RECEIVED JUL 5 - 1956

have located the BUFFALO # 4 lode mining claim, and by this certificate, and by right of discovery and location, claim 1500 feet, linear and horizontal measurement along the vein thereof, with all its dips, angles and variations as allowed by law 1200 feet on said vein running south westerly from the center of the discovery monument and 300 feet running northeasterly from the center of the discovery monument, together with 300 feet on each side of the middle of said vein at the surface, and all veins, lodes, ledges, deposits and surface ground within the lines of said claim, situate in CENTRAL Mining District, County of BOULDER, and State of COLORADO and described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1 from whence corner #1 of the North Star Lode Patent (#17247) bears S 12° W a distance of 287 feet,

Thence S 28° 30' W 1500 feet to corner #2,
Thence S 61° 30' E 600 feet to corner #3,
Thence N 28° 30' E 1500 feet to corner #4,
Thence N 61° 30' W 600 feet to corner #1
the place of beginning.

This claim lies in the W½ of Sec. 20, T2N, R71W, 6 PM.

Said lode was discovered on the 6th day of September, A. D. 1955
and located on the 6th day of September, A. D. 1955
Dated this 7th day of September, A. D. 1955

Louis A. Gaz [SEAL]
William Brown [SEAL]
[SEAL]
[SEAL]
[SEAL]
[SEAL]

(THIS MAP MUST BE ATTACHED TO LOCATION CERTIFICATE)

BOOK 990 PAGE 252

MAP OF BUFFALO # 4 LODE

attached to and hereby made a part of the Location Certificate, which map is prepared from an actual field survey of said Lode Claim.

1. Name and Address of Discoverer of Claim:

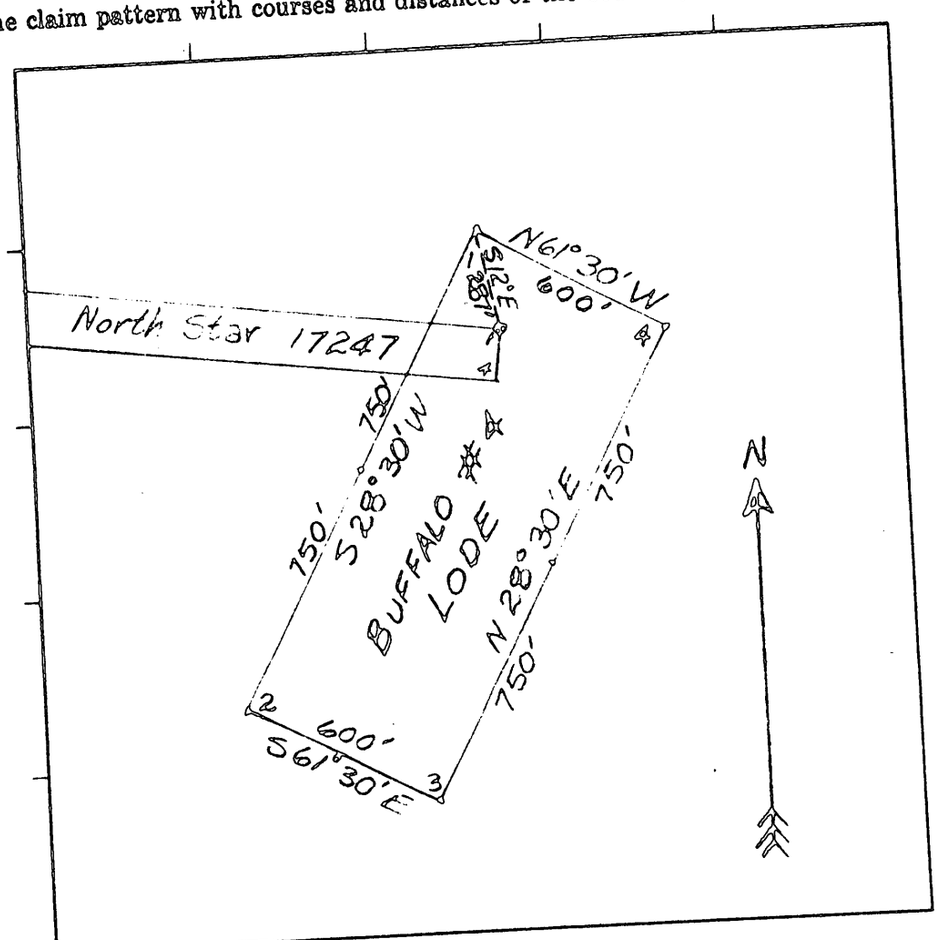
Name LOUIS A. GAZ

Address 1010 Vasquez
Golden, Colorado

2. Legal Subdivision of the land upon which the claim is located, if such land is surveyed:

NW Quarter of Section 20, Township 2N, Range 71 W of the 6th P. Meridian, in the County of BOULDER, State of Colorado.

3. The claim pattern with courses and distances of the boundary lines is as follows:



Scale: 1 inch equals 500 feet

Dated at Golden, Colorado, this 6th day of September, 1955

Louis A. Gaz (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LOCATOR

(THE CLAIM PATTERN MUST REFER TO THE NEAREST SECTION OR QUARTER SECTION CORNER OF PUBLIC LAND SURVEY, IF SURVEYED, OR TO A PERMANENT MONUMENT, IF NOT SURVEYED, BY WHICH THE CLAIM ON THE GROUND CAN BE READILY AND ACCURATELY ASCERTAINED.)

92-22-6A—Colorado Revised Statutes, 1953

LODE LOCATION MAP

1183-2B Dunkin Blue Print & Supply Co. Grand Junction, Colo.

COMPARED

No. 562419

Lode Location Map

On the BUFFALO #4 Lode

Mining Claim of LOUIS A. GAZ

& WILLIAM BROWN

in CENTRAL Mining

District, BOULDER County,

State of Colorado.

STATE OF COLORADO, }
County of BOULDER } ss.

I hereby certify that this Lode Location Map was filed for record in my office at 3:39 o'clock P. M., Sept. 7 19 55, and is duly recorded in Book 990 at Page 251.

Milton E. Tschiche
RECORDER

By Erma C. Dawson
DEPUTY

Fees, $ 2.65

WHEN RECORDED RETURN TO

1964-2 Dunkley Print & Supply Co. Grand Junction, Colo.

Appendix 3 (b) Recorded SEP -7 Reception No. 562418 BOOK 990 PAGE 293

No. 103 LOCATION CERTIFICATE—Lode Claim. —Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colorado

KNOW ALL MEN BY THESE PRESENTS, That LOUIS A. GAZ & WILLIAM BROWN

have located the BUFFALO # 3 lode mining claim, and by this certificate, and by right of discovery and location, claim 1500 feet, linear and horizontal measurement along the vein thereof, with all its dips, angles and variations as allowed by law 1490 feet on said vein running southwesterly from the center of the discovery monument and 10 feet running northeasterly from the center of the discovery monument, together with 300 feet on each side of the middle of said vein at the surface, and all veins, lodes, ledges, deposits and surface ground within the lines of said claim, situate in CENTRAL Mining District, County of BOULDER, and State of COLORADO and described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1, which is also corner #1 of the BUFFALO #2 LODE, from whence the southeast corner #2 of the Pauline Lode bears S 61° 30' E a distance of 310 feet and whence corner #2 of the Magnet Lode Patent (#17247) bears S 81° E a distance of 371 feet,

Thence S 28° 30' W 1500 feet to corner #2 which is also corner #2 of the BUFFALO #2 LODE,

Thence N 61° 30' W 600 feet to corner #3,

Thence N 28° 30' E 1500 feet to corner #4,

Thence S 61° 30' E 600 feet to corner #1, the point of beginning.

This claim lies in the E½ of Sec. 19, T2N, R71W, 6 PM.

Said lode was discovered on the 6th day of September, A. D. 1955

and located on the 6th day of September, A. D. 1955

Dated this 7th day of September, A. D. 1955

Louis A. Gaz [SEAL]

William Brown [SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

RECORDER

BOOK 991 PAGE 250

(THIS MAP MUST BE ATTACHED TO LOCATION CERTIFICATE)

MAP OF BUFFALO #3 LODE

attached to and hereby made a part of the Location Certificate, which map is prepared from an actual field survey of said Lode Claim.

1. Name and Address of Discoverer of Claim:

Name LOUIS A. GAZ

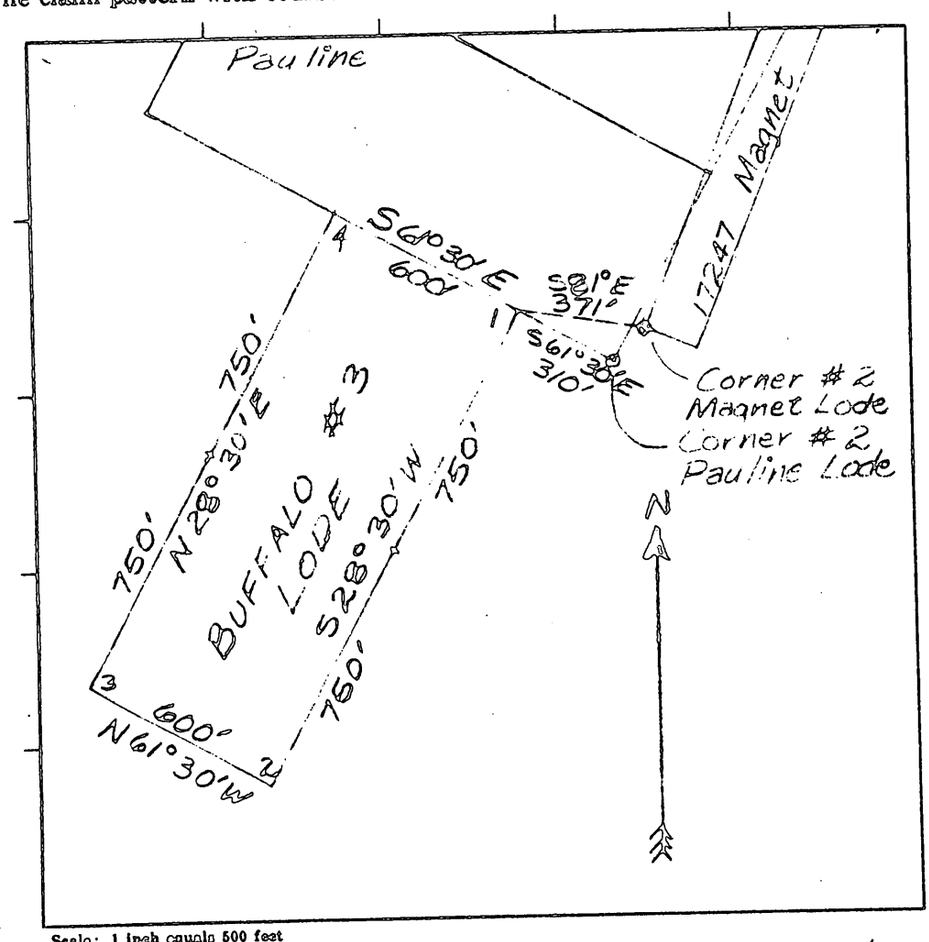
Address 1010 Vasquez

Golden, Colorado

2. Legal Subdivision of the land upon which the claim is located, if such land is surveyed:

NE & SE Quarter of Section 19, Township 2N, Range 71W of the 6th P.M. Meridian, in the County of BOULDER, State of Colorado.

3. The claim pattern with courses and distances of the boundary lines is as follows:



Scale: 1 inch equals 500 feet

Dated at Golden, Colorado, this 6th day of September, 1955

Louis A. Gaz (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LOCATOR

(THE CLAIM PATTERN MUST REFER TO THE NEAREST SECTION OR QUARTER SECTION CORNER OF PUBLIC LAND SURVEY, IF SURVEYED, OR TO A PERMANENT MONUMENT, IF NOT SURVEYED, BY WHICH THE CLAIM ON THE GROUND CAN BE READILY AND ACCURATELY ASCERTAINED.)

92-22-6A—Colorado Revised Statutes, 1953

LODE LOCATION MAP

1153-2B Dunkin Blue Print & Supply Co. Grand Junction, Colo.

No. 762418

~~Location Certificate~~

Lode Location Map

On the BUFFALO #3 Lode Mining Claim of LOUIS A. GAZ & WILLIAM BROWN in CENTRAL Mining District, BOULDER County, State of Colorado.

STATE OF COLORADO, }
County of BOULDER } ss.

I hereby certify that this Lode Location Map was filed for record in my office at 3:38 o'clock P. M., Sept 7 19 55, and is duly recorded in Book 990 at Page 249.

Milton E. Tschiches
RECORDER

By Elma C. Dann
DEPUTY

Fees, $ 2.65 pd.

WHEN RECORDED RETURN TO

1100-20 Franklin Map Print & Supply Co.
Grand Junction, Colo.

Appendix 3 (b)

Recorded SEP -7 1955 at 3:37 P.M. Reception No. 562417 BOOK 990 PAGE 261

No. 162. LOCATION CERTIFICATE—Lode Claim. —Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1836-46 Stout St., Denver, Colorado

KNOW ALL MEN BY THESE PRESENTS, That LOUIS A. GAZ & WILLIAM BROWN

RECEIVED JUL 5 - 1956

have located the BUFFALO #2 lode mining claim, and by this certificate, and by right of discovery and location, claim 1500 feet, linear and horizontal measurement along the vein thereof, with all its dips, angles and variations as allowed by law 1490 feet on said vein running southwesterly from the center of the discovery monument and 10 feet running northeasterly from the center of the discovery monument, together with 300 feet on each side of the middle of said vein at the surface, and all veins, lodes, ledges, deposits and surface ground within the lines of said claim, situate in CENTRAL Mining District, County of BOULDER, and State of COLORADO and described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1 from whence the SE corner #2 of the Pauline Lode bears S61°30'E a distance of 310 feet and whence corner #2 of the Magnet Lode Patent (#17247) bears S81°E a distance of 371 feet, which is also corner #1 of the BUFFALO #3 Lode.

Thence S 28°30'W 1500 feet to corner #2 which is also corner #2 of the BUFFALO #3 LODE,

Thence S61°30'E 600 feet to corner #3,

Thence N28°30'E 1500 feet to corner #4

Thence N61°30'W 600 feet to corner #1 the point of beginning.

This claim lies in the E½ of Section 19, T2N, R71W, 6 P.M.

Said lode was discovered on the 6th day of September, A. D. 1955

and located on the 6th day of September, A. D. 1955

Dated this 7th day of September, A. D. 1955

Louis A. Gaz [SEAL]

William Brown [SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

990 mc 248 (THIS MAP MUST BE ATTACHED TO LOCATION CERTIFICATE)

MAP OF BUFFALO #2 LODE

attached to and hereby made a part of the Location Certificate, which map is prepared from an actual field survey of said Lode Claim.

1. Name and Address of Discoverer of Claim:

Name LOUIS A. GAZ

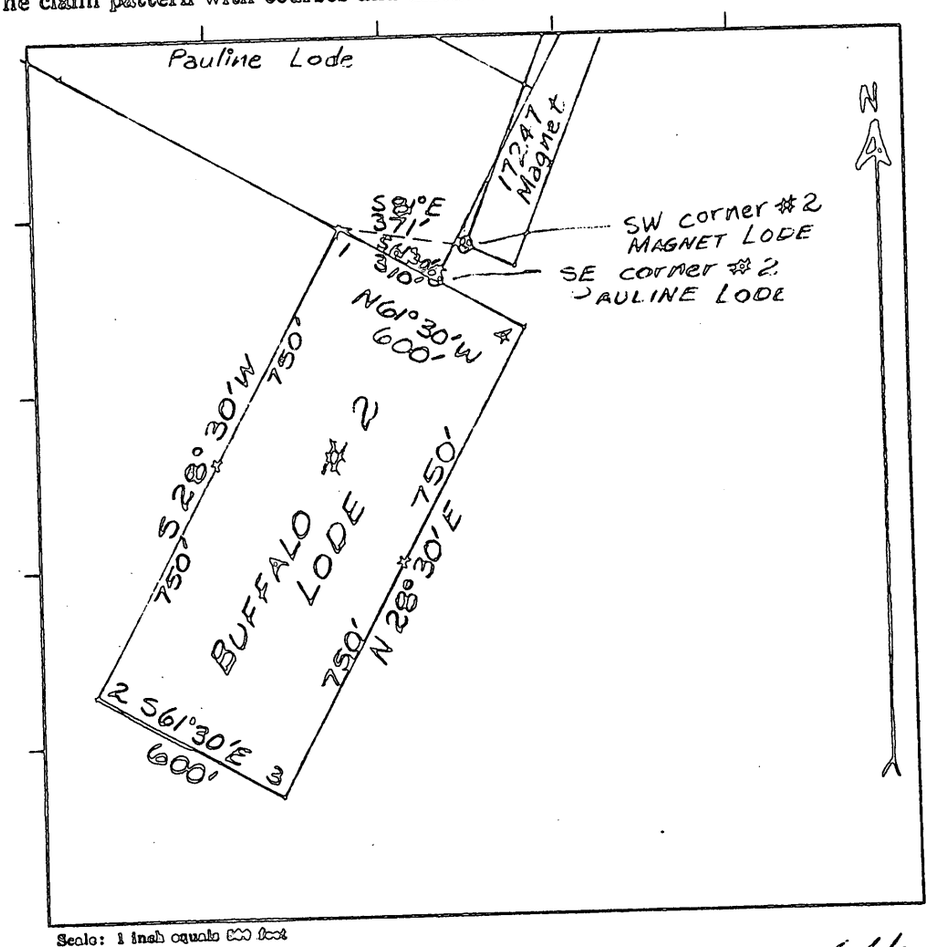
Address 1010 Vasquez

Golden, Colorado

2. Legal Subdivision of the land upon which the claim is located, if such land is surveyed:

NE¼ SE¼ Quarter of Section 19, Township 2N, Range 71W
NW¼ SW¼ 20
of the 6th P. Meridian, in the County of BOULDER, State of Colorado.

3. The claim pattern with courses and distances of the boundary lines is as follows:



Scale: 1 inch equals 100 feet

Dated at Golden, Colorado, this 6th day of September, 1955.

Louis A Gaz (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LOCATOR

(THE CLAIM PATTERN MUST REFER TO THE NEAREST SECTION OR QUARTER SECTION CORNER OF PUBLIC LAND SURVEY, IF SURVEYED, OR TO A PERMANENT MONUMENT, IF NOT SURVEYED, BY WHICH THE CLAIM ON THE GROUND CAN BE READILY AND ACCURATELY ASCERTAINED.)

92-22-6A—Colorado Revised Statutes, 1953

LODE LOCATION MAP. 1193-2B Dunlap Blue Print & Supply Co. Grand Junction, Colo.

COMPARED

No. 562417

Location Certificate

Lode Location Map

On the BUFFALO #2 Lode Mining Claim of LOUIS A. GAZ & WILLIAM BROWN in CENTRAL Mining District, BOULDER County, State of Colorado.

STATE OF COLORADO, }
County of BOULDER } ss.

I hereby certify that this Lode Location Map was filed for record in my office at 8:21 o'clock P. M., Sept 7 19 55, and is duly recorded in Book 990 at Page 247.

Milton E. Jacobs
RECORDER

By Elma C. Dawes
DEPUTY

Fees, $2.25 cr

WHEN RECORDED RETURN TO

1103-3B Dunlap Blue Print & Supply Co. Grand Junction, Colo.

Appendix [redacted] (b)

Recorded SEP -7 at 3:36 o'clock P. M. BOOK 990 PAGE 245
Reception No. 562416 Milton E. [redacted], Recorder

No. 102. LOCATION CERTIFICATE—Lode Claim.
—Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1016-18 Stout St., Denver, Colorado

KNOW ALL MEN BY THESE PRESENTS, That LOUIS A. GAZ & WILLIAM BROWN

RECEIVED
JUL 5 - 1956

have located the BUFFALO #1 lode mining claim, and by this certificate, and by right of discovery and location, claim 1500 feet, linear and horizontal measurement along the vein thereof, with all its dips, angles and variations as allowed by law 500 feet on said vein running west from the center of the discovery monument and 1000 feet running east from the center of the discovery monument, together with 300 feet on each side of the middle of said vein at the surface, and all veins, lodes, ledges, deposits and surface ground within the lines of said claim, situate in CENTRAL Mining District, County of BOULDER, and State of COLORADO and described by metes and bounds as follows, to-wit:

Beginning at Corner No. 1 from whence corner #2 of the Pine Lode Patent (#483) bears N45°W a distance of 372 feet,
Thence 1500 feet due west to corner #2,
Thence 600 feet due south to corner #3,
Thence 1500 feet due east to corner #4,
Thence 600 feet due north to corner #1 the point of beginning.

Said lode was discovered on the 6th day of September, A. D. 1955
and located on the 6th day of September, A. D. 1955
Dated this 7th day of September, A. D. 1955

Louis A. Gaz [SEAL]
William Brown [SEAL]
[SEAL]
[SEAL]
[SEAL]
[SEAL]

(THIS MAP MUST BE ATTACHED TO LOCATION CERTIFICATE)

BOOK 990 PAGE 246

MAP OF BUFFALO #1 LODE

attached to and hereby made a part of the Location Certificate, which map is prepared from an actual field survey of said Lode Claim.

1. Name and Address of Discoverer of Claim:

Name LOUIS A. GAZ

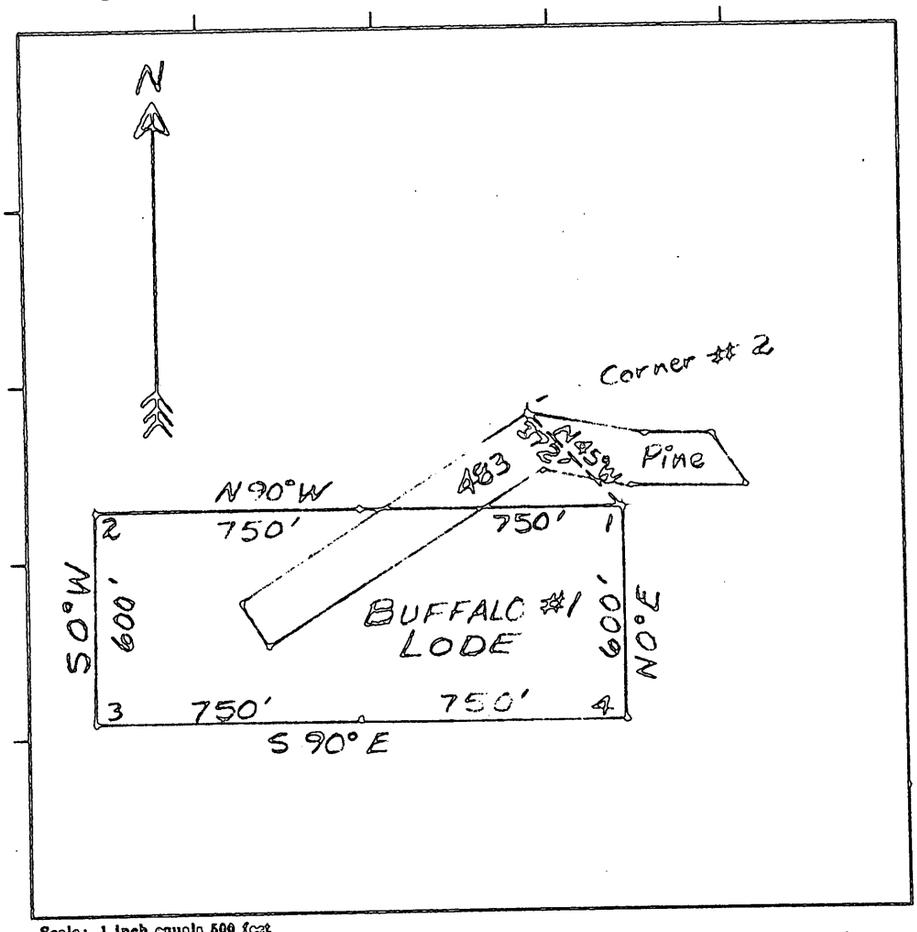
Address 1010 Vasquez
Golden, Colorado

2. Legal Subdivision of the land upon which the claim is located, if such land is surveyed:

Quarter of Section 19, 20, 29, & 30, Township 2N, Range 71W

of the 6th P. Meridian, in the County of BOULDER, State of Colorado.

3. The claim pattern with courses and distances of the boundary lines is as follows:



Scale: 1 inch equals 500 feet

Dated at Golden, Colorado, this 6th day of September, 1955.

Louis A. Gaz (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

LOCATOR

(THE CLAIM PATTERN MUST REFER TO THE NEAREST SECTION OR QUARTER SECTION CORNER OF PUBLIC LAND SURVEY, IF SURVEYED, OR TO A PERMANENT MONUMENT, IF NOT SURVEYED, BY WHICH THE CLAIM ON THE GROUND CAN BE READILY AND ACCURATELY ASCERTAINED.)

92-22-6A—Colorado Revised Statutes, 1953

1183-2B Dunklin Blue Print & Supply Co.
Grand Junction, Colo.

562416 COMPARED INDEXED

No. _____

Lode Location Map

BUFFALO #1 Lode

Mining Claim of William Brown & Louis A. Gaz

in CENTRAL Mining District, BOULDER County, State of Colorado.

STATE OF COLORADO, } ss.
County of BOULDER

I hereby certify that this Lode Location Map was filed for record in my office at 3:25 o'clock P. M., Sept 1, 1955, and is duly recorded in Book 989 at Page 445

Walter E. Jachicks
RECORDER

By Emma C. Thomas
DEPUTY

Fee, $2.45 pd.

WHEN RECORDED RETURN TO

Louis A. Gaz
1010 Vacuum
Denver, Colorado

NOTE: Do not [illegible] Point of Beginning on Central [illegible] Colo.

Appendix 3 (b)

BOOK 9.M PAGE 32

MINING LEASE

THIS AGREEMENT, made and entered into in duplicate as of this 8th day of Sept 1955 by and between R. E. Arthur, Hale Clifton, El Paso, Texas hereinafter referred to as Lessor, and MOUNTAIN STATES URANIUM, INC., a Colorado corporation of Denver, Colorado, hereinafter referred to as Lessee.

W I T N E S S E T H :

WHEREAS, the Lessor represents that he is the lawful locator and sole owner of a certain lode mining claim known as the Lehman Lode Mining Claim claim, location certificate for which was filed for record on the 17 day of May 1938, in Volume 429 at Page 229 of the Lode Mineral Records of Boulder County, State of Colorado, which lode mining claim is located in Section 19, Township 2N, Range 71W, 6th P.M.

WHEREAS, said Lessor is desirous of leasing said lode mining claim for exploratory development and other mining operations for contemplated extracting of such commercial ore as may be found therein;

WHEREAS, the area embraced within the outer boundaries of said lode mining claim together with the properties round about are owned by Private Owner except as to the mineral rights thereof;

WHEREAS, said Lessee is desirous of securing a mining lease on said lode mining claim for the purpose of mining operations thereon and, contemporaneously therewith, of securing from Lessor the easement of egress and ingress from State Highway to said lode mining claim, the use of which is necessary for the contemplated mining operations on said lode mining claim and also for the purpose of dumping somewhere on the surrounding property owned by Lessor waste material from the contemplated mining operations not shipped therefrom;

NOW THEREFORE, said Lessor, in consideration of the royalties hereinafter agreed to be paid and the covenants and agreements hereinafter expressed and by the Lessee to be kept and performed, hereby leases to Lessee the Lehman Lode Mining Claim lode mining claim situated in the Central Mining District, as more particularly heretofore described and located.

TO HAVE AND TO HOLD unto the Lessee for the term of ten (10) years from the date hereof, with the right of renewal for a further ten (10) years at the option of the Lessee unless sooner forfeited through the violation of any of the covenants hereinafter required to be performed by Lessee.

In consideration of such lease, LESSEE COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

1. Lessee shall pay the Lessor a royalty of ten (10) per cent of the net returns of all commercial uranium ore produced, saved and marketed from said claim, including any bonus payments made by the Atomic Energy Commission. Net returns shall be determined by deducting development and haulage allowances. Lessee shall also pay to Lessor a royalty of ten per cent (10%) on net receipts from all other ores mined and shipped after deduction of transportation and treatment charges by any mill or smelter.

2. Lessee agrees to enter upon said demised property on or before the 1st day of Nov 1955, and to perform the necessary annual assessment work required under the mining laws of the State of Colorado and of the United States of America, and to file affidavits hereof showing the same as having been performed during the annual assessment years during the term of this lease or any renewal thereof.

3. Lessee further agrees to do and perform a reasonable amount of exploration work upon said claim. Such exploration work or other development work upon said property shall be not less than $1,000 each year of the term hereof.

4. Lessee's maps and records of all mining operations upon the demised property shall be available for Lessor's inspection upon request, but not more often than once each month; and the Lessor may enter said property at reasonable times for the purpose of inspecting the same, and Lessee shall facilitate such inspection in every reasonable way, but Lessor shall enter upon said demised property at Lessor's own risk and so as not to hinder unreasonably the operations of Lessee; and Lessor shall hold harmless the Lessee from any damage, claim or demand by reason of injury to or the presence of the Lessor or Lessor's agents or representatives or any of them on the demised property.

5. Lessee shall pay all general property taxes assessed on those properties plus the production taxes levied by the County of Boulder during the term of this lease.

6. Lessee shall comply with the Workmen's Compensation Laws of the State of Colorado and with Social Security, Unemployment Insurance, and all other State and Federal laws relative to Lessee's operations, and shall save Lessor harmless from any claim for damage or liability by reason thereof.

7. Lessee shall keep a printed notice on the demised property that the premises are leased to and operated by Lessee and that the interest of Lessor shall not be subject to liens by reason of Lessee's operations.

MUTUAL COVENANTS

IT IS MUTUALLY AGREED AND UNDERSTOOD by and between LESSOR and LESSEE:

1. The Lessor agrees to cooperate with the Lessee in any manner as to defining the exact location of said claim and in any other way to establish true boundaries of said claim. Lessee may cause said claim to be surveyed, and if surveyed by Lessee, Lessor shall reimburse Lessee in an amount not to exceed $100.00 for the expense of such survey from any royalty payments from ores extracted from said demised property.

2. Lessee shall have the right to surrender this lease at any time after Lessee has expended a minimum of $1,000 in drilling and exploration work. Such right to surrender after the full performance of this covenant may be exercised by giving Lessor at least thirty (30) days written notice of such intention to surrender sent by registered mail to Lessor; and upon such surrender or cancellation as hereinafter provided, Lessee shall have the right within a reasonable time thereafter to remove all of its machinery, equipment and personal property from said claim.

3. Upon violation by Lessee of any of the major covenants of this lease, the term thereof shall, at the option of the Lessor, expire and the same shall become forfeited to the Lessor, and Lessor or his agent may thereupon enter upon said mining claim and dispossess all persons occupying the same or, at the option of the Lessor, Lessee and all persons found in occupancy thereof may be proceeded against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if said lease is declared forfeited upon the election of the Lessor by reason of the failure of Lessee to perform any major covenants hereof, Lessor shall give Lessee notice in writing by registered mail sent to Lessee at its regular post office address or to its assigns provided that the Lessee shall advise the Lessor of the assignee's name and address, notifying him or them of such failure to perform and setting out in such notice the substantial facts as to any such default or breach; and upon failure or refusal by Lessee or its assigns to cure or correct such default within thirty (30) days from the receipt of such notice, Lessee shall surrender and deliver up the possession of said mining claim and its rights under this lease shall thereupon cease and determine.

4. IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the Lessor and the Lessee that Lessor, as part of the consideration of this lease, hereby grants unto the Lessee an option of a lease of similar terms upon all further lode mining claims located or otherwise acquired by the Lessor at any time within ten (10) years from the date hereof on any properties within a radius of ten (10) miles of the location of the above described mining claim.

5. IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED that Lessor will secure for the benefit of said claim and of said Lessee a right of way and easement of egress and ingress from State Highway to said property together with the right to dump somewhere on the surrounding property owned by said Lessor waste material from the contemplated mining operations not shipped therefrom said right of way and easement to be in favor of the Lessee.

IN WITNESS WHEREOF, this mining lease is executed in duplicate as of the day and year first above written.

R. E. Astle By Elmer Blooder Attorney in Fact.
Lessors

MOUNTAIN STATES URANIUM, INC.

By James R. Manning
President

RECEIVED
JUL 5 1956

MINING LEASE

THIS AGREEMENT, made and entered into in duplicate as of this 3rd day of August 1955 by and between [illegible] hereinafter referred to as Lessor, and MOUNTAIN STATES URANIUM, INC., a Colorado corporation of Denver, Colorado, hereinafter referred to as Lessee,

W I T N E S S E T H:

WHEREAS, the Lessor represents that he is the lawful locator and sole owner of a certain lode mining claim known as the RED SPRUCE, GOLD QUARTZ, RED SPRUCE GROUP [illegible] and [illegible] D claim, location certificate for which was filed for record on the _____ day of _____ 19___, in Volume ____ at Page _____ of the Lode Mineral Records of BOULDER County, State of COLORADO, which lode mining claim is located in Section 18, Township 7 W, Range 2 N, 6th P.M.:

WHEREAS, said Lessor is desirous of leasing said lode mining claim for exploratory development and other mining operations for contemplated extracting of such commercial ore as may be found therein:

WHEREAS, the area embraced within the outer boundaries of said lode mining claim together with the properties round about are owned by _____ PRIVATE OWNERS _____ except as to the mineral rights thereof:

WHEREAS, said Lessee is desirous of securing a mining lease on said lode mining claim for the purpose of mining operations thereon and, contemporaneously therewith, of securing from LESSOR _____ an easement of egress and ingress from [illegible] to said lode mining claim, the use of which is necessary for the contemplated mining operations on said lode mining claim and also for the purpose of dumping [illegible] on the surrounding property owned by _____ waste material from the contemplated mining operations not shipped therefrom:

NOW THEREFORE, said Lessor, in consideration of the royalties hereinafter agreed to be paid, and the covenants and agreements hereinafter expressed and by the Lessee to be kept and performed, hereby leases to Lessee the RED SPRUCE, GOLD QUARTZ, RED SPRUCE GROUP - [illegible] and [illegible] D. lode mining claim situated in the CENTRAL Mining District, as more particularly heretofore described and located.

BOOK [illegible] PAGE [illegible]

TO HAVE AND TO HOLD unto the Lessee for the term of ten (10) years from the date hereof, with the right of renewal for a further ten (10) years at the option of the Lessee unless sooner forfeited through the violation of any of the covenants hereinafter required to be performed by Lessee.

In consideration of such lease, LESSEE COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

1. Lessee shall pay the Lessor a royalty of ten (10) per cent of the net returns of all commercial uranium ore produced, saved and marketed from said claim, including any bonus payments made by the Atomic Energy Commission. Net returns shall be determined by deducting development and haulage allowances. Lessee shall also pay to Lessor a royalty of ten per cent (10%) on net receipts from all other ores mined and shipped after deduction of transportation and treatment charges by any mill or smelter.

2. Lessee agrees to enter upon said demised property on or before the 1st day of _____ 19__, and to perform the necessary annual assessment work required under the mining laws of the State of Colorado and of the United States of America, and to file affidavits hereof showing the same as having been performed during the annual assessment years during the term of this lease or any renewal thereof.

3. Lessee further agrees to do and perform a reasonable amount of exploration work upon said claim. Such exploration work or other development work upon said property shall be not less than $1,000 each year of the term hereof.

4. Lessee's maps and records of all mining operations upon the demised property shall be available for Lessor's inspection upon request, but not more often than once each month; and the Lessor may enter said property at reasonable times for the purpose of inspecting the same, and Lessee shall facilitate such inspection in every reasonable way. [illegible] Lessor [illegible] demised property at Lessor's own risk and so as not to hinder unreasonably the operations of Lessee; and Lessor shall hold harmless the Lessee from any damage, claim or demand by reason of injury to or the presence of the Lessor or Lessor's agents or representatives or any of them on the demised property.

5. Lessee shall pay all general property taxes assessed on these properties plus the production taxes issued by the County of Boulder during the term of this lease.

6. Lessee shall comply with the Workman's Compensation Laws of the State of Colorado and with Social Security, Unemployment Insurance, and all other State and Federal laws relative to Lessee's operations, and shall save Lessor harmless from any claim for damage or liability by reason thereof.

7. Lessee shall keep a printed notice on the demised property that the premises are leased to and operated by Lessee and that the interest of Lessor shall not be subject to liens by reason of Lessee's operations.

MUTUAL COVENANTS

IT IS MUTUALLY AGREED AND UNDERSTOOD by and between LESSOR and LESSEE:

1. The Lessor agrees to cooperate with the Lessee in any manner as to defining the exact location of said claim and in any other way to establish true boundaries of said claim. Lessee may cause said claim to be surveyed, and if surveyed by Lessee, Lessor shall reimburse Lessee in an amount not to exceed $100.00 for the expense of such survey from any royalty payments from ores extracted from said demised property.

2. Lessee shall have the right to surrender this lease at any time after Lessee has expended a minimum of $1,000 in drilling and exploration work. Such right to surrender after the full performance of this covenant may be exercised by giving Lessor at least thirty (30) days written notice of such intention to surrender sent by registered mail to Lessor; and upon such surrender or cancellation as hereinafter provided, Lessee shall have the right within a reasonable time thereafter to remove all of its machinery, equipment and personal property from said claim.

3. Upon violation by Lessee of any of the major covenants of this lease, the term thereof shall, at the option of the Lessor, expire and the same shall become forfeited to the Lessor, and Lessor or his agent may thereupon enter upon said mining claim and dispossess all persons [illegible] at the option of the Lessor, Lessee and all persons found in occupancy thereof may be prosecuted against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if said lease is declared forfeited upon the election of the Lessor by reason of the failure of Lessee to perform any major covenants hereof, Lessor shall give Lessee notice in writing by registered mail sent to Lessee at its regular post office address or to its assigns provided that the Lessee shall advise the Lessor of the assignee's name and address, notifying him or them of such failure to perform and setting out in such notice the substantial facts as to any such default or breach; and upon failure or refusal by Lessee or its assigns to cure or correct such default within thirty (30) days from the receipt of such notice, Lessee shall surrender and deliver up the possession of said mining claim and its rights under this lease shall thereupon cease and determine.

BOOK 1911 PAGE 311

4. IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the Lessor and the Lessee that Lessor, as part of the consideration of this lease, hereby grants unto the Lessee an option of a lease of similar terms upon all further lode mining claims located or otherwise acquired by the Lessor at any time within ten (10) years from the date hereof on any properties within a radius of ten (10) miles of the location of the above described mining claim.

5. IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED that Lessor will secure for the benefit of said claim and of said Lessee a right of way and easement of egress and ingress from County Highway to said property together with the right to dump somewhere on the surrounding property owned by said Lessor waste material from the contemplated mining operations not shipped therefrom said right of way and easement to be in favor of the Lessee.

IN WITNESS WHEREOF, this mining lease is executed in duplicate as of the day and year first above written.

Mark G. Clark
LESSOR

MOUNTAIN STATES URANIUM, INC.

By James K. Manning
President
LESSEE

BOOK 1941 PAGE 317

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

On the 3rd day of August, 1957, personally appeared before me, the undersigned Notary Public, CLARK H. CLARK and JAMES R. MANNING, who acknowledged to me that they executed the foregoing instrument as their free act and deed for the uses and purposes therein set forth.

My commission expires: My Commission expires Nov 25, 1956

H. Elmer Rhodes
NOTARY PUBLIC

Amanda Nug

My Commission expires July 20, 1959

Appendix No13 (d) [illegible]d 6 B

MAY - [illegible] a.m.

Recorded
Reception No. 573975

BOOK 8008 PAGE [illegible]

RECEIVED
JUL 5 - 1956

MINING LEASE

THIS AGREEMENT, made and entered into in duplicate as of this 1st day of October 1955 by and between H Elmer Liebe and Pearl Burrow hereinafter referred to as Lessor, and MOUNTAIN STATES URANIUM, INC., a Colorado corporation of Denver, Colorado, hereinafter referred to as Lessee,

W I T N E S S E T H :

WHEREAS, the Lessor represents that he is the lawful locator and sole owner of a certain lode mining claim known as the Golden Grain Lode Mining Claim, Book 621 page 248; Lilly Lode Mining Claim Book 621 page 249 CLAIM, location certificate for which was filed for record on the _____ day of _____ 19__, in Volume _____ at Page _____ of the Lode Mineral Records of _____ County, State of _____, which lode mining claim is located in Section 19, Township 8S, Range 71, West P.M.;

WHEREAS, said Lessor is desirous of leasing said lode mining claim for exploratory development and other mining operations for contemplated extracting of such commercial ore as may be found therein;

WHEREAS, the area embraced within the outer boundaries of said lode mining claim together with the properties round about are owned by _____ Private Ownership except as to the mineral rights thereof;

WHEREAS, said Lessee is desirous of securing a mining lease on said lode mining claim for the purpose of mining operations thereon and, contemporaneously therewith, of securing from Lessors _____ an easement of egress and ingress from State Highway to said lode mining claim, the use of which is necessary for the contemplated mining operations on said lode mining claim and also for the purpose of dumping somewhere on the surrounding property owned by Lessors _____ waste material from the contemplated mining operations not shipped therefrom;

NOW THEREFORE, said Lessor, in consideration of the royalties hereinafter agreed to be paid and the covenants and agreements hereinafter expressed and by the Lessee to be kept and performed, hereby leases to Lessee the _____ Golden Grain and Lilly Lode _____ lode mining claim situated in the Central Mining District, as more particularly heretofore described and located.

Five (5) BOOK 1108 PAGE 89

TO HAVE AND TO HOLD unto the Lessee for the term of ten (10) years from the date hereof, with the right of renewal for a further ten (10) years at the option of the Lessee unless sooner forfeited through the violation of any of the covenants hereinafter required to be performed by Lessee.

Five (5)

Fee 1
W.E.R.

In consideration of such lease, LESSEE COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

1. Lessee shall pay the Lessor a royalty of ten (10) per cent of the net returns of all commercial uranium ore produced, saved and marketed from said claim, including any bonus payments made by the Atomic Energy Commission. Net returns shall be determined by deducting development and hauling allowances. Lessee shall also pay to Lessor a royalty of ten per cent (10%) on net receipts from all other ores mined and shipped after deduction of transportation and treatment charges by any mill or smelter.

2. Lessee agrees to enter upon said demised property on or before the 1st day of Dec 19 55, and to perform the necessary annual assessment work required under the mining laws of the State of Colorado and of the United States of America, and to file affidavits hereof showing the same as having been performed during the annual assessment years during the term of this lease or any renewal thereof.

3. Lessee further agrees to do and perform a reasonable amount of exploration work upon said claim. Such exploration work or other development work upon said property shall be not less than $1,000 each year of the term hereof.

4. Lessee's maps and records of all mining operations upon the demised property shall be available for Lessor's inspection upon request, but not more often than once each month; and the Lessor may enter said property at reasonable times for the purpose of inspecting the same, and Lessee shall facilitate such inspection in every reasonable way, but Lessor shall enter upon said demised property at Lessor's own risk and so as not to hinder unreasonably the operations of Lessee; and Lessor shall hold harmless the Lessee from any damage, claim or demand by reason of injury to or the presence of the Lessor or Lessor's agents or representatives or any of them on the demised property.

5. Lessee shall pay all general property taxes assessed as a non-producing mine against the Lessor's ownership in the demised property during the term of this lease; but the Lessor shall be charged with Lessor's proportion, based on the royalties hereinabove reserved, of taxes based on assessment as a producing mine and of any production, severance or similar or other excise taxes, and Lessee shall advance such taxes and be reimbursed therefor;

6. Lessee shall comply with the Workman's Compensation Laws of the State of Colorado and with Social Security, Unemployment Insurance, and all other State and Federal laws relative to Lessee's operations, and shall save Lessor harmless from any claim for damage or liability by reason thereof.

7. Lessee shall keep a printed notice on the demised property that the premises are leased to and operated by Lessee and that the interest of Lessor shall not be subject to liens by reason of Lessee's operations.

MUTUAL COVENANTS

IT IS MUTUALLY AGREED AND UNDERSTOOD by and between LESSOR and LESSEE:

1. The Lessor agrees to cooperate with the Lessee in any manner as to defining the exact location of said claim and in any other way to establish true boundaries of said claim. Lessee may cause said claim to be surveyed, and if surveyed by Lessee, Lessor shall reimburse Lessee in an amount not to exceed $100.00 for the expense of such survey from any royalty payments from ores extracted from said demised property.

2. Lessee shall have the right to surrender this lease at any time after Lessee has expended a minimum of $1,000 in drilling and exploration work. Such right to surrender after the full performance of this covenant may be exercised by giving Lessor at least thirty (30) days written notice of such intention to surrender sent by registered mail to Lessor; and upon such surrender or cancellation as hereinafter provided, Lessee shall have the right within a reasonable time thereafter to remove all of its machinery, equipment and personal property from said claim.

3. Upon violation by Lessee of any of the major covenants of this lease, the term thereof shall, at the option of the Lessor, expire and the same shall become forfeited to the Lessor, and Lessor or his agent may thereupon enter upon said mining claim and dispossess all persons occupying the same or, at the option of the Lessor, Lessee and all persons found in occupancy thereof may be proceeded against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if said lease is declared forfeited upon the election of the Lessor by reason of the failure of Lessee to perform any major covenants hereof, Lessor shall give Lessee notice in writing by registered mail sent to Lessee at its regular post office address or to its assigns provided that the Lessee shall advise the Lessor of the assignee's name and address, notifying him or them of such failure to perform and setting out in such notice the substantial facts as to any such default or breach; and upon failure or refusal by Lessee or its assigns to cure or correct such default within thirty (30) days from the receipt of such notice, Lessee shall surrender and deliver up the possession of said mining claim and its rights under this lease shall thereupon cease and determine.

4. IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the Lessor and the Lessee that Lessor, as part of the consideration of this lease, hereby grants unto the Lessee an option of a lease of similar terms upon all further lode mining claims located or otherwise acquired by the Lessor at any time within ten (10) years from the date hereof on any properties within a radius of ten (10) miles of the location of the above described mining claim.

5. IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED that Lessor will secure for the benefit of said claim and of said Lessee a right of way and easement of egress and ingress from State Highway to said property together with the right to dump somewhere on the surrounding property owned by said Lessors waste material from the contemplated mining operations not shipped therefrom said right of way and easement to be in favor of the Lessee.

IN WITNESS WHEREOF, this mining lease is executed in duplicate as of the day and year first above written.

H. Elmer Rhoades

Pearl Brown By H. Elmer Rhoades Attorney in fact.

LESSORS

MOUNTAIN STATES URANIUM, INC.

By [illegible]

President

LESSEE

NEWCOMER & DOUGLASS
ATTORNEYS AT LAW
BOULDER, COLORADO

RALPH B. NEWCOMER
HARRY D. DOUGLASS

FRANK A. BUCHANAN
WILLIAM L. PADDOCK

RECEIVED
JUL 5 - 1956

June 1, 1956

H. Elmer Rhoades and Pearl Brown
Nederland, Colorado

Dear Mr. Rhoades and Miss Brown:

Mr. Willard B. Smith, the president of Collowa Uranium Corporation, has directed me to write you that the corporation has decided to forfeit its lease of and return possession of the Golden Grain and Lilly Lode Mining Claims to you as of this date. Mr. Smith asked that I convey to you his appreciation of your corporation and assistance in this matter.

Collowa Uranium Corporation has agreed with an active mining corporation to scientifically prospect, drill, sink exploratory shafts, and mine others of its properties, and therefore, if you are interested in granting a prospecting lease of those lands for one year (no mining shafts requirement and no annual assessment work for the year ending July 1956), with an option to lease thereafter on a working mine basis, please advise, for it does appear that Collowa can obtain a somewhat more complete prospecting of your property for uranium than they have been able to effect as of this time. If you are not interested in such a prospecting lease, please consider this letter as a forfeiture of the existing lease and a surrender of possession of the land back to you.

Thank you very much for your cooperation in this matter.

Sincerely,

for Newcomer & Douglass

FAD:JB

A PURPORTED COPY OF THIS INSTRUMENT
WAS FILED UNDER No. 577213

JUN 29 1956

MILTON E. TSCHICHE, Clerk & Recorder
Boulder County, Colorado

No. 356. G[illegible] [illegible]d-Robinson Ptg. Co. Mfrs. Robinson's Legal Blanks, [illegible] Stout St. Denver, Colorado

GENERAL AFFIDAVIT

STATE OF COLORADO,
County of BOULDER } ss.

Personally appeared before me this 28th day of MAY, 1956, JAMES R. MARTIN who being first duly sworn according to law, deposes and says: That this is the itemized statement of the work that has been done on the claims enumerated below, the claims being tied one to the other. The amount of work done according to the books of this company, MOUNTAIN STATES URANIUM, INC., is as follows:

Geological and Engineering work	$1,1717.10
Cat work building roads and cutting veins	1,248.10
Cleaning out Portals and Timber	379.05
Uncovering [illegible]	1,020.15
Abstracts of Titles	1,000.00
	$ 5,365.20

Said claims are:

	Book No.	Page No.
Lakeview Lode Mining Claim	289	229
Golden Opale Lode Mining Claim	292	249
Lily Lode Mining Claim	629	249
Farmer Boy Lode	709	249
Columbine Lode	864	152
Verna Jean Lode	873	296
Manie Lode	990	237
Buffalo #1	990	245
Buffalo #2	990	247
Buffalo #3	990	249
Buffalo #4	990	251
Buffalo #5	990	253
Buffalo #6	990	254

[illegible]
MTN STATES URANIUM INC.

Subscribed and sworn to before me this day of JUN, A. D. 19 56

My commission expires , 19

Notary Public

A PURPORTED COPY OF THIS INSTRUMENT
WAS FILED UNDER No. 577215
for record

JUN 29 19[illegible]

MILTON E. TSCHIGGE, Clerk & Recorder
Boulder County, Colorado

Appendix 3 (d) and 6. A

RECEIVED
JUL 5 - 1956

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that we, Morris Sydow, Rena Sydow, wife of Morris Sydow and Guy Sydow, single being jointly the owners of the following described lode mining claims known as Palmer Lode, Hawkeye Lode Patent No. 224, Magnet Lode Patent No. 17247, North Star Lode, Free Coinage Lode and Klondike Lode and the following possessory claims: Pioneer Boy Lode Mining Claim, and Columbine Mining Lode Claim located in Boulder County, State of Colorado desiring to appoint H. Elmer Hoeckes of Jamestown, Colorado as our Attorney-in-Fact to lease said claims for mining purposes for us and in our name:

SOM#4918

Now Therefore, we, the said Morris Sydow, Rena Sydow, wife of Morris Sydow and Guy Sydow, single do hereby make, constitute and appoint the said H. Elmer Hoeckes our true and lawful attorney for us and in our name, place and stead:

1. To negotiate for and execute mining leases upon the above described claims or any part or combination thereof including the right to agree upon bonus value to be paid, rentals to be paid and the royalties to be provided for and for the length of time the leases will run and for the other terms and provisions of the lease or leases.

2. To demand, receive and collect any and all money which may become due under such lease or leases and to give receipts for the same, to designate depositories and generally to do, execute and perform any other act, matter or thing whatsoever, that, in the opinion of our said attorney ought to be done, executed and performed in and about the premises as fully as we the said Morris Sydow, Rena Sydow and Guy Sydow could do if personally present.

And we the said Morris Sydow, Rena Sydow and Guy Sydow do hereby ratify and confirm all that our attorney shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands in the City of Denbeigh, County, Nebraska this 12th day of August, 1955.

Morris Sydow

Rena Sydow

Guy Sydow

STATE OF NEBRASKA }
County of Dundy } ss

Before me, the undersigned authority personally appeared Martin Sydow, and Anna Sydow, his wife and Guy Sydow, single who are personally known to me to be the persons who signed the foregoing Power of Attorney and each of them acknowledged to me that they had signed said instrument and that the execution thereof was their voluntary act and deed and the voluntary act and deed of each of them for the purposes therein expressed.

Witness my hand and notarial seal this 12th day of August, 1955, at Benkelman, Nebraska.

Leon L. Stein
Notary Public

My commission expires: January 16, 1958

APPENDIX 3 (d) and 6 C

BOOK 1156 a

MINING LEASE

THIS AGREEMENT, made and entered into in duplicate as of this 1st day of October 1955 by and between H. Elmer Brasde and Ted Bay William F. Hay hereinafter referred to as Lessor, and MOUNTAIN STATES URANIUM, INC., a Colorado corporation of Denver, Colorado, hereinafter referred to as Lessee.

W I T N E S S E T H:

WHEREAS, the Lessor represents that he is the lawful locator and sole owner of a certain lode mining claim known as the Brasde Lode Mt 453 Verna Jean Lode Mt 453 and Hamm's Book 990 page 2 claim, location certificate for which was filed for record on the _____ day of _____ 19___, in Volume _____ at Page _____ of the Lode Mineral Records of Boulder County, State of Colorado, which lode mining claim is located in Section 19 & 20, Township 2 N, Range 71, West P.M.

WHEREAS, said Lessor is desirous of leasing said lode mining claim for exploratory development and other mining operations for contemplated extracting of such commercial ore as may be found therein;

WHEREAS, the area embraced within the outer boundaries of said lode mining claim together with the properties round about are owned by Private owners except as to the mineral rights thereof;

WHEREAS, said Lessee is desirous of securing a mining lease on said lode mining claim for the purpose of mining operations thereon and, contemporaneously therewith, of securing from Lessors _____ van easement of egress and ingress from State Highway to said lode mining claim, the use of which is necessary for the contemplated mining operations on said lode mining claim and also for the purpose of dumping somewhere on the surrounding property owned by Lessors _____ waste material from the contemplated mining operations not shipped therefrom;

NOW THEREFORE, said Lessor, in consideration of the royalties hereinafter agreed to be paid and the covenants and agreements hereinafter expressed and by the Lessee to be kept and performed, hereby leases to Lessee the Brasde Lode Mt Verna Jean Lode and Hamm's _____ lode mining claim situated in the Central Mining District, as more particularly heretofore described and located.

TO HAVE AND TO HOLD unto the Lessee for the term of ~~ten (10)~~ five (5) years from the date hereof, with the right of renewal for a further ~~ten (10)~~ five (5) years at the option of the Lessee unless sooner forfeited through the violation of any of the covenants hereinafter required to be performed by Lessee. H.E.R.

In consideration of such lease, LESSEE COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

1. Lessee shall pay the Lessor a royalty of ten (10) per cent of the net returns of all commercial uranium ore produced, saved and marketed from said claim, including any bonus payments made by the Atomic Energy Commission. Net returns shall be determined by deducting development and haulage allowances. Lessee shall also pay to Lessor a royalty of ten per cent (10%) on net receipts from all other ores mined and shipped after deduction of transportation and treatment charges by any mill or smelter.

2. Lessee agrees to enter upon said demised property on or before the 1st day of DEC 19 [illegible], and to perform the necessary annual assessment work required under the mining laws of the State of Colorado and of the United States of America, and to file affidavits hereof showing the same as having been performed during the annual assessment years during the term of this lease or any renewal thereof.

3. Lessee further agrees to do and perform a reasonable amount of exploration work upon said claim. Such exploration work or other development work upon said property shall be not less than $1,000 each year of the term hereof.

4. Lessee's maps and records of all mining operations upon the demised property shall be available for Lessor's inspection upon request, but not more often than once each month; and the Lessor may enter said property at reasonable times for the purpose of inspecting the same, and Lessee shall facilitate such inspection in every reasonable way, but Lessor shall enter upon said demised property at Lessor's own risk and so as not to hinder unreasonably the operations of Lessee; and Lessor shall hold harmless the Lessee from any damage, claim or demand by reason of injury to or the presence of the Lessor or Lessor's agents or representatives or any of them on the demised property.

5. Lessee shall pay all general property taxes assessed on these properties plus the production taxes issued by the County of Boulder during the term of this lease.

6. Lessee shall comply with the Workmen's Compensation Laws of the State of Colorado and with Social Security, Unemployment Insurance, and all other State and Federal laws relative to Lessee's operations, and shall save Lessor harmless from any claim for damage or liability by reason thereof.

7. Lessee shall keep a printed notice on the demised property that the premises are leased to and operated by Lessee and that the interest of Lessor shall not be subject to liens by reason of Lessee's operations.

MUTUAL COVENANTS

IT IS MUTUALLY AGREED AND UNDERSTOOD by and between LESSOR and LESSEE:

1. The Lessor agrees to cooperate with the Lessee in any manner as to defining the exact location of said claim and in any other way to establish true boundaries of said claim. Lessee may cause said claim to be surveyed, and if surveyed by Lessee, Lessor shall reimburse Lessee in an amount not to exceed $100.00 for the expense of such survey from any royalty payments from ores extracted from said demised property.

2. Lessee shall have the right to surrender this lease at any time after Lessee has expended a minimum of $1,000 in drilling and exploration work. Such right to surrender after the full performance of this covenant may be exercised by giving Lessor at least thirty (30) days written notice of such intention to surrender sent by registered mail to Lessor; and upon such surrender or cancellation as hereinafter provided, Lessee shall have the right within a reasonable time thereafter to remove all of its machinery, equipment and personal property from said claim.

3. Upon violation by Lessee of any of the major covenants of this lease, the term thereof shall, at the option of the Lessor, expire and the same shall become forfeited to the Lessor, and Lessor or his agent may thereupon enter upon said mining claim and dispossess all persons occupying the same or, at the option of the Lessor, Lessee and all persons found in occupancy thereof may be proceeded against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if said lease is declared forfeited upon the election of the Lessor by reason of the failure of Lessee to perform any major covenants hereof, Lessor shall give Lessee notice in writing by registered mail sent to Lessee at its regular post office address or to its assigns provided that the Lessee shall advise the Lessor of the assignee's name and address, notifying him or them of such failure to perform and setting out in such notice the substantial facts as to any such default or breach; and upon failure or refusal by Lessee or its assigns to cure or correct such default within thirty (30) days from the receipt of such notice, Lessee shall surrender and deliver up the possession of said mining claim and its rights under this lease shall thereupon cease and determine.

4. IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the Lessor and the Lessee that Lessor, as part of the consideration of this lease, hereby grants unto the Lessee an option of a lease of similar terms upon all further lode mining claims located or otherwise acquired by the Lessor at any time within ten (10) years from the date hereof on any properties within a radius of ten (10) miles of the location of the above described mining claim.

5. IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED that Lessor will secure for the benefit of said claim and of said Lessee a right of way and easement of egress and ingress from State Highway to said property together with the right to dump somewhere on the surrounding property owned by said Lessors waste material from the contemplated mining operations not shipped therefrom said right of way and easement to be in favor of the Lessee.

IN WITNESS WHEREOF, this mining lease is executed in duplicate as of the day and year first above written.

Lessors

MOUNTAIN STATES URANIUM, INC.

By

President

Appendix 3 (a) & 6. B

SEP 136 P

762456

MINING LEASE

RECEIVED
JUL 5 1956

THIS AGREEMENT, made and entered into in duplicate as of this 25TH day of July 1955 by and between MORRIS SYDOW, RENA SYDOW and Guy SYDOW hereinafter referred to as Lessor, and MOUNTAIN STATES URANIUM, INC., a Colorado corporation of Denver, Colorado, hereinafter referred to as Lessee,

W I T N E S S E T H :

WHEREAS, the Lessor represents that he is the lawful locator and sole owner of a certain lode mining claim known as the WAUBAN LODE, PAT. # 214 in Book 343 Page 77-78 Book 123 Page 113 [MAGNET LODE, PAT. # 17247 NORTH STAR LODE, FREE COINAGE, KLONDIKE and KEYSTONE PAT. # 4918 Book 859 Page 588 Book 85? Page 5?] claim, location certificate for which was filed for record on the _____ day of _____ 19__, in Volume _____ at Page _____ of the Lode Mineral Records of BOULDER County, State of COLORADO, which lode mining claim is located in Section 19, Township 2N, Range 71W, _____ P.M.:

WHEREAS, said Lessor is desirous of leasing said lode mining claim for exploratory development and other mining operations for contemplated extracting of such commercial ore as may be found therein:

WHEREAS, the area embraced within the outer boundaries of said lode mining claim together with the properties round about are owned by _____ PRIVATE OWNERS except as to the mineral rights thereof:

WHEREAS, said Lessee is desirous of securing a mining lease on said lode mining claim for the purpose of mining operations thereon and, contemporaneously therewith, of securing from LESSORS _____ an easement of egress and ingress from STATE HIGHWAY to said lode mining claim, the use of which is necessary for the contemplated mining operations on said lode mining claim and also for the purpose of dumping somewhere on the surrounding property owned by LESSORS _____ waste material from the contemplated mining operations not shipped therefrom;

NOW THEREFORE, said Lessor, in consideration of the royalties hereinafter agreed to be paid and the covenants and agreements hereinafter expressed and by the Lessee to be kept and performed, hereby leases to Lessee the WAUBAN LODE PAT. # 214 MAGNET LODE, PAT. # 17247, NORTH STAR LODE, FREE COINAGE, KLONDIKE and KEYSTONE, PAT. # 4918 lode mining claim situated in the CENTRAL Mining District, as more particularly heretofore described and located.

TO HAVE AND TO HOLD unto the Lessee for the term of ten (10) years from the date hereof, with the right of renewal for a further ten (10) years at the option of the Lessee unless sooner forfeited through the violation of any of the covenants hereinafter required to be performed by Lessee.

In consideration of such lease, LESSEE COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

1. Lessee shall pay the Lessor a royalty of ten (10) per cent of the net returns of all commercial uranium ore produced, saved and marketed from said claim, including any bonus payments made by the Atomic Energy Commission. Net returns shall be determined by deducting development and haulage allowances. Lessee shall also pay to Lessor a royalty of ten per cent (10%) on net receipts from all other ores mined and shipped after deduction of transportation and treatment charges by any mill or smelter.

2. Lessee agrees to enter upon said demised property on or before the 1st day of SEPT. 1955, and to perform the necessary annual assessment work required under the mining laws of the State of Colorado and of the United States of America, and to file affidavits hereof showing the same as having been performed during the annual assessment years during the term of this lease or any renewal thereof.

3. Lessee further agrees to do and perform a reasonable amount of exploration work upon said claim. Such exploration work or other development work upon said property shall be not less than $1,000 each year of the term hereof.

4. Lessee's maps and records of all mining operations upon the demised property shall be available for Lessor's inspection upon request, but not more often than once each month; and the Lessor may enter said property at reasonable times for the purpose of inspecting the same, and Lessee shall facilitate such inspection in every reasonable way, but Lessor shall enter upon said demised property at Lessor's own risk and so as not to hinder unreasonably the operations of Lessee; and Lessor shall hold harmless the Lessee from any damage, claim or demand by reason of injury to or the presence of the Lessor or Lessor's agents or representatives or any of them on the demised property.

5. Lessee shall pay all general property taxes assessed on those properties plus the production taxes levied by the County of Boulder during the term of this lease.

6. Lessee shall comply with the Workmen's Compensation Laws of the State of Colorado and with Social Security, Unemployment Insurance, and all other State and Federal laws relative to Lessee's operations, and shall save Lessor harmless from any claim for damage or liability by reason thereof.

7. Lessee shall keep a printed notice on the demised property that the premises are leased to and operated by Lessee and that the interest of Lessor shall not be subject to liens by reason of Lessee's operations.

MUTUAL COVENANTS

IT IS MUTUALLY AGREED AND UNDERSTOOD by and between LESSOR and LESSEE:

1. The Lessor agrees to cooperate with the Lessee in any manner as to defining the exact location of said claim and in any other way to establish true boundaries of said claim. Lessee may cause said claim to be surveyed, and if surveyed by Lessee, Lessor shall reimburse Lessee in an amount not to exceed $100.00 for the expense of such survey from any royalty payments from ores extracted from said demised property.

2. Lessee shall have the right to surrender this lease at any time after Lessee has expended a minimum of $1,000 in drilling and exploration work. Such right to surrender after the full performance of this covenant may be exercised by giving Lessor at least thirty (30) days written notice of such intention to surrender sent by registered mail to Lessor; and upon such surrender or cancellation as hereinafter provided, Lessee shall have the right within a reasonable time thereafter to remove all of its machinery, equipment and personal property from said claim.

3. Upon violation by Lessee of any of the major covenants of this lease, the term thereof shall, at the option of the Lessor, expire and the same shall become forfeited to the Lessor, and Lessor or his agent may thereupon enter upon said mining claim and dispossess all persons occupying the same or, at the option of the Lessor, Lessee and all persons found in occupancy thereof may be proceeded against as guilty of unlawful detainer; PROVIDED, HOWEVER, that if said lease is declared forfeited upon the election of the Lessor by reason of the failure of Lessee to perform any major covenants hereof, Lessor shall give Lessee notice in writing by registered mail sent to Lessee at its regular post office address or to its assigns provided that the Lessee shall advise the Lessor of the assignee's name and address, notifying him or them of such failure to perform and setting out in such notice the substantial facts as to any such default or breach; and upon failure or refusal by Lessee or its assigns to cure or correct such default within thirty (30) days from the receipt of such notice, Lessee shall surrender and deliver up the possession of said mining claim and its rights under this lease shall thereupon cease and determine.

4. IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the Lessor and the Lessee that Lessor, as part of the consideration of this lease, hereby grants unto the Lessee an option of a lease of similar terms upon all further lode mining claims located or otherwise acquired by the Lessor at any time within ten (10) years from the date hereof on any properties within a radius of ten (10) miles of the location of the above described mining claim.

5. IT IS FURTHER SPECIFICALLY UNDERSTOOD AND AGREED that Lessor will secure for the benefit of said claim and of said Lessee a right of way and easement of egress and ingress from STATE Highway to said property together with the right to dump somewhere on the surrounding property owned by said LESSORS waste material from the contemplated mining operations not shipped therefrom said right of way and easement to be in favor of the Lessee.

IN WITNESS WHEREOF, this mining lease is executed in duplicate as of the day and year first above written.

Renee Sydow

Guy Sydow
LESSORS

MOUNTAIN STATES URANIUM, INC.

By Forrest A. Manning
President

LESSEE

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

On the 7 day of [illegible] 19__, personally appeared before me, the undersigned Notary Public, JAMES R. MANNING, [illegible], who acknowledged to me that he executed the foregoing instrument [illegible] for the uses and purposes [illegible].

My Commission expires: My Commission expires July 20, 1959

Alexandra Krug
NOTARY PUBLIC

STATE OF NEBRASKA
COUNTY OF LINCOLN

ON THE 22ND DAY OF AUGUST, 1955, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, MORRIS SYDOW, RENA SYDOW AND GUY SYDOW, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED FOR THE USES AND PURPOSES THERE IN SET FORTH.

MY COMMISSION EXPIRES: JANUARY 3, 1956

Clark E. Saley
NOTARY PUBLIC

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/17	Knouse	700
"	Johnson	110
"	Mittendorf	100
7/18	P.K.	220
		225

Mr. James R. Manning, President
Mountain States Uranium, Inc.
891 Lee Street
Post Office Box 7752
Denver 15 (Lakewood), Colorado

JUL 17 1957

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

Reference is made to exchanges of correspondence regarding additional information needed to process the subject application, particularly to your letter of May 8, 1957, and our letters, dated May 14 and 16.

As we have not received any reply to our letters, we are considering your application as having been withdrawn and are placing it in our inactive files.

We regret the necessity of taking such action, however, it is taken without prejudice to your proposed project. If at some future time you desire to reopen this case, you may do so by filing a new application, referring to the subject application by the DMEA docket number, and furnishing the information previously requested, together with any other information that you think might be helpful.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

FLKnouse/gla
7-17-57
cc to: Admr.'s Reading File
Code 700, Mr. Knouse
THKiilsgaard, Rm. 5224
DMEA Field Team, Region III (2)

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/15	Ellis	700
"	Johnson	110
"	Mittendorf	100
5/16		220
		700

(address change)

MAY 16 1957

Mr. James R. Manning, President
Mountain States Uranium, Inc.
891 Lee Street
Post Office Box 7752
Denver 15 (Lakewood), Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr.Manning:

Acknowledgment is made of your letter, dated May 8, 1957, which was noted after the mailing of my letter to you on May 14. We will, of course, hold this matter in abeyance for sixty days from this date pending receipt of the information requested in my letter.

Incidentally, in checking the docket file, it is noted that our letter of May 14 was directed to you at 7340 West Colfax Avenue, Lakewood, Colorado. We have changed the address for your company on our records in accordance with the letterhead of your May 8 letter.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

EWEllis/gla
5-15-57
cc to: Admr.'s Reading File
Code 700 (Mr. Knouse)
THKiilsgaard, Rm. 5224
DMEA Field Team, Region III (2), w/2 cc incoming letter

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	Long	
	Lawyer	
	Ellis	700
5/14	Johnson	110
"	Mitchenden	100
		220
5/14		700

MAY 14 1957

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

We have again reviewed your entire application file and are unable to locate any lease showing your Company's interest in the Palmer Claim or the Columbine and Farmer Boy Claims.

Your letter of April 27, 1957 states that you are "... under the impression...that photostatic copies of six leases... were filed with the original application...". Our file contains the following five leases:

1. Lease of September 8, 1955 from R. E. Artle covering the Lehman Lode Mining Claim.
2. Lease of August 3, 1955 from Clark H. Clark covering the Red Spruce, Gold Quary, Red Spruce Group, 10 Patents and Mildred B.
3. Lease of October 1, 1955 from H. Elmer Rhoads covering the Golden Grain Lode and Lilly Lode.
4. Lease of October 1, 1955 from H. Elmer Rhoads and William Filley covering the Pine Lode, Verna Jean Lode and Mamie.
5. Lease of July 25, 1955 from Morris Sydow, Rena Sydow and Guy Sydow covering the Wauban Lode, Magnet Lode, North Star Lode, Free Coinage, Klondike and Keystone.

The file also contains a photostatic copy of a Power of Attorney by Morris Sydow, Rena Sydow and Guy Sydow appointing H. Elmer Rhoads as Attorney-In-Fact to lease eight claims among which are named "Palmer Lode, Farmer Boy and Columbine". This Power of Attorney, however, can not be accepted as evidence that H. Elmer Rhoads has in fact leased the Palmer Lode, Columbine or Farmer Boy Claims to your Company.

8623

Accordingly we suggest that you provide us with a lease or other evidence of your Company's interest in the Palmer Lode, Columbine and Farmer Boy Claims.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

RWLong/gad
5/13/57

Copy to: DMEA Docket
Adm. Reading File
DMEA Field Team, Reg. III (2)
THKiilsgaard, Rm. 5224
J. E. Crawford, 3643
J. O. Hosted, Rm. 3210, GSA
E. W. Ellis
R. P. Dwyer
~~[illegible]~~ R.W.Long
chron.
pending

Mountain States Uranium, Incorporated
891 Lee Street - BElmont 7-2331
Post Office Box 7752
Denver 15 (Lakewood), Colorado

VIA AIR MAIL

May 8, 1957

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

ATT: C. O. Mittendorf, Administrator

RE: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al, Group of
Claims, Boulder County, Colo.

Gentlemen:

Reference is made to letter from this company to your Administration March 9, 1957, requesting 60-day time extension, and your reply March 14, 1957. We are in the midst of working at clearing up the minor discrepancies or deficiencies to establish our interest in the claims, and trying to get matters worked out between lessor and tax certificate holder which of them will take care of the 1952 and 1953 taxes, and it looks like Mr. Brunton is going to have to apply for his tax deed, requiring advertising publicly for a required number of weeks yet, so it is taking a little longer straightening that matter out than we anticipated. Further time extension of sixty days is therefore requested during which cooperation is hoped for from Mr. Clark on the supplemental lease we have requested of him, correctly describing the claims.

In case Docket No. DMEA-4373 is declared withdrawn by your Administration, inquiry is made whether we can apply for reinstatement of it at such time as the remaining minor deficiencies can finally be cleared up.

Respectfully yours,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

James R. Manning, President

JRM:gb

cc to: Mr. W. M. Traver, Exec. Officer
DMEA Field Team
Region III
224 NewCustomhouse Bldg.
Denver 2, Colorado

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 13 1957

DATE	INITIALS	CODE
5/13	C	220
5/14	[illegible]	700
"	Ellis	700

DMEA

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 7 1957

DATE	INITIALS	CODE
5-7	C	220
5-7	Kylander	700

DN 235 BUR MINES 5-6-57 4-27

CHAIRMAN, OPERATING COMMITTEE, DMEA

DOCKET DMEA -4373, MOUNTAIN STATES URANIUM, RE APPLICANT S APRIL 27 LETTER TO YOUR OFFICE. WE HAVE NO COPIES OF THE REFERRED TO LEASES.

E N HARSHMAN, ACTING EXECUTIVE OFFICER

Denver, Colorado

MAY 7 8 45 AM '57
BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
5/2	Ellis	700
5/2	R.S.F.	225
		~~110~~
		700

INTERIOR DEPT.
MAY 2 1957
SOLICITOR

May 2, 1957

Memorandum

To: Associate Solicitor,
Division of Mineral Resources

From: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Subject: Docket No. DMEA-4373 (Uranium)
Mountain States Uranium, Inc.
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Please refer to Applicant's letter of April 27, 1957. You will note that Applicant apparently is under the impression that its legal documents in the file cover the Palmer, Columbine, and Farmer Boy claims. While it is noted that these three claims are included among others under a Power of Attorney and, furthermore, they are listed with others in a general affidavit of work, it is not apparent to this Division that the Applicant has a sufficient interest in these claims for the purpose of a possible contract.

Upon completion of your review of these matters, would you kindly prepare a reply to the Applicant for the Administrator's signature.

Ernest Wm. Ellis

Ernest Wm. Ellis

RECEIVED
MAY - 3 1957
ASSOC. SOLICITOR
MINERAL RESOURCES

8623

Mountain States Uranium, Inc.

DMEA-4373

Date	Lessor	Claims
1-Oct., '55,	H. Elmer Rhoades & Pearl Brown	✓ Golden Grain ✓ Lilly
1-Oct., '55,	H. Elmer Rhoades & William Filley	✓ Pine ✓ Verna Jean ✓ Mamie
25-July, 1955,	Morris, Rena & Guy Sydow	✓ Waubun ✓ Magnet ✓ North Star ✓ Free Coinage ✓ Klondike ✓ Keystone
5-Sept., 1955,	R. E. Hartle, by H. Elmer Rhoades Atty. in Fact.	✓ Lehman
12-Aug., 1955	Power of Atty. but where are these 3 claims shown in lease? These claims also shown in General Affidavit State of Colorado	Palmer Columbine Farmer Boy

Paul W. Ellis

Mountain States Uranium, Incorporated
891 Lee Street - BElmont 7-2331
Post Office Box 7752
Denver 15 (Lakewood), Colorado

VIA AIR MAIL

April 27, 1957

United States Dept. of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al, Groups of
Claims, Boulder County, Colo.

Gentlemen:

Reference is made to your letter of November 8, 1956 regarding the corrections of deficiencies in title, Paragraphs I, B and II, A, indicating no evidence has been submitted showing this company's interest in the Palmer, Columbine and Farmer Boy claims.

This company is under the impression from our files that photostatic copies of six leases, including leases for the above mentioned claims, were filed with the original application the same as all the other claims. Inquiry is therefore made for specific information whether your file contains photostats of these leases or why it is felt no evidence has been submitted showing this company's interest in the three of them.

We are working on the remaining deficiencies and will write again in early May. Meanwhile we need more information as to what is needed to satisfy legal requirements as above outlined. Thanking you

Respectfully,

MOUNTAIN STATES URANIUM, INC.

James R Manning

James R. Manning, President

JRM:gb

OFFICIAL FILE COPY
DMEA
RECEIVED APR 30 1957

DATE	INITIALS	CODE
4/30	C	220
"	Brown	700

2 copies forwarded to Region III
5/2/57 Gla

DMEA Form 7
(12-56)

700

OFFICIAL FILE COPY

Date	Surname	Code
3/14	Knouse	700
"	Ellis	700
3-14	Chambers	800
"	Johnson	110
"	Whittenberg	100
3/18	C	220
		700

MAR 14 1957

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

As requested in your letter of March 9, 1957, we will hold your application open until May 9, 1957. However, if at that time we have not received the information requested in our letter of November 8, 1956, we will consider the application withdrawn.

Thank you for the check in the amount of $2.59 enclosed with your letter.

Sincerely yours,

G. O. Hittendorf
(Sgd)
Administrator

FIKnouse/gla
3-14-57
cc to: Admr.'s Reading File
Contract Adm. & Audit Division (Check and copy incoming letter given to Mr. Chambers)
DMEA Field Team, Region III (2)
THKiilsgaard, Rm. 5224
Jack Kratchman - AEC
Mr. Knouse, Code 700

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
3/14	Talbert	800
		225

March 14, 1957

Memorandum

To: Mr. Dale L. Rothrock, Chief, Fiscal Section
Office of the Secretary

From: Jay L. Chambers (Signed) J. L. Chambers
Contract Administration and Audit Division

Subject: Refund check for deposit.

Enclosed for deposit to the credit of 14X4401(01) Revolving Fund, Defense Production Act, Interior, (Transfer to Office of Secretary) is Check No. 636, dated March 9, 1957, in the amount of $2.59, drawn by Mountain States Uranium, Inc., 7340 West Colfax Avenue, Denver 15, Colorado, on The Jefferson County Bank of Lakewood, Lakewood, Colorado.

This check is a reimbursement for insurance costs incurred by DMEA in returning an abstract of title to Mountain States Uranium, Inc., on November 8, 1956.

Enclosure Ck. #636

EDTalbert/wb
March 14, 1957

Copy to: Docket (DMEA-4373)
Admr. Reading File
Mr. Chambers
Mr. Ellis

8623

Mountain States Uranium, Incorporated
891 LEE STREET POST OFFICE BOX 7752
7340 West Colfax Ave. - BElmont 7-2331
Lakewood, Colorado

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.

OFFICIAL FILE COPY
DMEA
RECEIVED MAR 13 1957

DATE	INITIALS	CODE
3/13	C	220
3-13	~~[illegible]~~	700
		700

March 9, 1957

United States Dept. of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

ATT: C. O. Mittendorf, Administrator

RE: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al, Groups of Claims, Boulder County, Colorado

Gentlemen:

Replying to your letter of March 1, 1957, relative to requirements in yours of November 8, 1956, Paragraph I, A suggestion is for a revised lease or amendment to August 3, 1955 lease from Clark H. Clark, Lessor of the group of claims. This company respectfully requests a sixty day extension of time in which to comply with your suggestion due to the fact that Mountain States Uranium, Inc. is plaintiff in a law suit vs. Jimtown Uranium (A. J. Busley and Clark H. Clark, partners) over other property in Jamestown. This law suit is on the docket in Boulder County District Court to be called for trial any day now, and this is a very awkward time for this company to approach our lessor Clark H. Clark for either the revised lease or amendment. If we could have another sixty days, it is believed the litigation will be settled and circumstances would be more favorable for the procurement of what your Administration is asking.

Respectfully yours,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

James R. Manning, President

JRM:gb

cc to: Mr. W. M. Traver, Exec. Officer
DMEA Field Team
Region III
224 New Customhouse Bldg.
Denver 2, Colorado

P.S. Enclosed is Check #636 in amount of $2.59 to cover the $1000 insurance on the returning Red Spruce Abstract, for which we thank you.

DMEA Form 7
(12-56)

700

OFFICIAL FILE COPY

Date	Surname	Code
3-1	Knouse	700
"	Johnson	110
"	Mittendorf	100
3/4	C	220

700

MAR - 1 1957

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

The information requested in our letter of November 8, 1956, was expected by January 20, 1957, as was indicated in your letter of January 2.

We wish to cooperate with you in allowing ample time to supply the requested information, however, we cannot indefinitely postpone action on an application. Therefore, if we do not receive the requested information within 30 days from the date of this letter, we will assume that you are no longer interested in proceeding with your application, and we will consider it as having been withdrawn.

Sincerely yours,

O. O. Mittendorf (for)

Administrator

FLKnouse/izm 3-1-57
cc to: Code 700
Mr. Knouse
Admr.'s Reading File
DMEA FT Reg. 3 (2)
THKiilsgaard, 5224
JKratchman, AEC

8623

Mountain States Uranium, Incorporated
7340 West Colfax Ave. - BElmont 7-2331
Lakewood, Colorado

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 7 1957

DATE	INITIALS	CODE
January 2, 1957		
1-7-56	E. [illegible]	700
1-11-57	[illegible]	700

VIA AIR MAIL

United States Department of the Interior
Defense Minerals Exploration Administration
Washingto 25, D.C.

ATT: Frank E. Johnson, Acting Administrator

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Sir:

Replying to your letters of November 8 and December 14, 1956, this company is still vitally interested in processing the above docketed application.

In connection with your suggestion (2) in Paragraph I. A. of your your letter of November 8, transmitted herewith are three photostatic copies of Disclaimer of Interest from Coliowa Corporation filed in the District Court of Boulder, Colorado, on August 16, 1956, covering present status of their interest in the Red Spruce group of claims. Mr. L. J. Brunton has indicated willingness to sign a release for us of his interest, which we expect to obtain this week. Regarding your suggestion (1) same paragraph, amended lease correctly describing the ten claims leased will be obtained from Clark H. Clark, Lessor, in the very near future, probably within ten days, and at the time of forwarding that, the balance of the deficiencies will probably be cleared by us.

Yours respectfully,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

James R. Manning, President

Enc. Disclaimer (In tripl.)
JRM:gb

cc to: Mr. W.M. Traver, Exec. Officer
DMEA Field Team
Region III
224 New Customhouse Bldg.
Denver 2, Colorado
w/Photostat of Disclaimer

OFFICIAL FILE COPY
D M E A
RECEIVED JAN 7 1957

DATE	INITIALS	CODE

FILED
IN THE DISTRICT COURT
AUG 16 1956
BOULDER COUNTY, COLO.
CHAS. L. SNIVELY, Clerk

IN THE DISTRICT COURT

IN AND FOR THE

COUNTY OF BOULDER

STATE OF COLORADO

Civil Action No. 13066

MOUNTAIN STATES URANIUM, INC.
a Corporation,

Plaintiff,

vs.

CLARK H. CLARK; A.J. BUSLEY;
WILLIAM FILLEY; JIMTOWN URANIUM,
a Partnership consisting of Clark H.
Clark and A.J. Busley; COLIOWA
URANIUM CORPORATION, a Corporation;
ALL UNKNOWN PERSONS WHO CLAIM ANY
INTEREST IN THE SUBJECT MATTER OF
THIS ACTION,

Defendants.

DISCLAIMER

COMES NOW COLIOWA URANIUM CORPORATION, a Defendant in the above entitled action, by its attorney, and disclaims any interest or estate in the real estate which is the subject of the within action having heretofore released its leasehold interest therein to the Lessor.

By Russell W. Bartels
Russell W. Bartels, Esq.
601 Badgerow Bldg.
Sioux City, Iowa

Attorney for Defendant
Coliowa Uranium Corporation

700

700

FILE COPY
Surname:
F.L. Knouse
Ellis
Whitenack

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

DEC 14 1956

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

Reference is made to our letter, dated November 8, 1956, relating to the captioned docket.

Action on your application is pending receipt of the information requested in above-mentioned letter. If you are no longer interested in the processing of this application, please advise us.

Sincerely yours,

SIGNED

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

FLKnouse/izm 12-14-56

cc to: Docket
Code 700
Mr. Knouse
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

R.G.

Nov. 8 - 56

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

140

Submit Manning 11/6/56
J. L. Moore
Illis

NOV - 8 1956

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

We have reviewed your application (including Appendix 3), the photostats of leases and deeds attached thereto, and the Abstract of Title which you sent to us. Our examination indicates that your Company has sufficient interest in the patented and unpatented claims listed in Appendix 3, provided the following deficiencies are corrected:

I. Deficiencies with respect to the claims listed in Appendix 3 under heading Red Spruce Group-Leased:

A. The lease dated August 3, 1955, from Clark H. Clark to Mountain States Uranium, Inc., lists the following claims:

✓ Red Spruce
✓ Gold Quary
Red Spruce Group - 10 patents
✓ Mildred B.

Your letter of October 13, 1956, states that the references to the foregoing claims were actually intended to include:

✓ Beulah
✓ Para L.
Red Spruce ?
✓ Gold Quarry
✓ Pan American
✓ Lizzie
✓ Eva D.
✓ Florence H.
✓ Nona B.
✓ Mildred B.

The Abstract of Title discloses that Clark H. Clark has been the owner of the 10 claims mentioned immediately above, but also shows:

R.G.

a. that the 10 claims were apparently sold for taxes of 1952, although tax deed was not issued, to one L. J. Brunton, and have not been redeemed as of 7:00 A. M., June 15, 1956. (Entry 57)

b. that the 10 claims were leased under date of January 19, 1955, to Coliowa Uranium Corporation, for a term extending to March 1, 1958, with option to renew to March 1, 1960. (Entry 58)

We suggest (1) that you obtain from Mr. Clark a revised lease, or an amendment to the lease of August 3, 1955, correctly describing the claims included therein, and (2) that information be submitted concerning the present rights of L. J. Brunton and the Coliowa Uranium Corporation in these 10 claims.

B. No evidence has been submitted showing your Company's interest in the Palmer claim. We suggest that you provide us with evidence as to your Company's interest in this claim.

II. Deficiencies with respect to the claims listed in Appendix 3 under heading Unpatented-Leased:

A. No evidence has been submitted as to your Company's interest in the following two claims:

Columbine
Farmer Boy

The Abstract of Title indicates that mining leases have been made on the aforesaid two claims as follows:

a. Lease of February 9, 1955, to Coliowa Uranium Corporation for a term extending to February 9, 1958. (Entry 100)

b. Lease of August 22, 1955, to J. B. Jackson for a term extending to August 22, 1960, with option to renew to August 22, 1965. (Entry 75)

We suggest that you provide us with evidence as to your Company's interest in the Farmer Boy and Columbine claims.

B. Although the file contains a copy of a lease from "R. E. Artle, by H. Elmer Rhodes, attorney-in-fact," to Mountain States Uranium, Inc., dated September 8, 1955, as to the Lehman claim, the Abstract of Title shows that a mining lease was made on the Lehman claim to Coliowa Uranium Corporation under date of February 14, 1955, for a term extending to February 15, 1958. (Entry 96)

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

Moreover, although the file contains a copy of a lease from "H. Elmer Rhodes and Pearl Brown, by H. Elmer Rhodes, attorney-in-fact" to Mountain States Uranium, Inc., dated October 1, 1955, as to the Golden Grain and Lilly claims, the Abstract of Title also shows that a mining lease was made on the Golden Grain and the Lilly claims to J. B. Jackson under date of July 29, 1955, for a term extending to July 29, 1960, with option to renew to July 29, 1965. (Entry 257)

We suggest that you provide us with evidence (1) as to the status of the foregoing leases, and also (2) as to the authority of H. Elmer Rhodes to act as attorney-in-fact in making the leases of September 8, 1955, and October 1, 1955, to your Company.

Pursuant to your request of October 24, we are herewith returning your Abstract of Title via registered mail, insured for $1,000.00 at your cost. To cover this cost, please send us a check payable to the order of Defense Minerals Exploration Administration in the sum of $ ~~2.88~~ 2.59.

Sincerely yours,

Frank E. Johnson

(by [illegible])

ACTING Administrator

P. S. Postal regulations prohibits the transmittal of an artible by registered and insured mail. We therefore have insured the article for $1,000.00 as requested.

PIndritz/wog
November 6, 1956
Copy to: ZMEA Docket
Adm. Read. File
Oper. Com.
THKiilsgaard/Rm 5224
JGHosted/Rm 3210, GSA
JECrawford/Rm 3643
Field Team, Reg. III (2)
EWEllis (2)
RPDwyer
PIndritz
Pending
Chron.

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

October 30, 1956

Memorandum

To: Associate Solicitor,
Division of Mineral Resources

From: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Subject: Docket No. DMEA-4373 (Uranium)
Mountain States Uranium, Inc.
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

You are referred to the following:

1. Letter from the Applicant, dated October 24, 1956, and attached original abstract of the Red Spruce claim;

2. Letter, dated October 18 from this office to the Applicant;

3. Letter, dated October 13 from the Applicant;

4. Letter, dated August 31 from the Administrator to the Applicant;

5. Letter, dated August 7 from the Applicant; and

6. Letter, dated July 18 from this office to the Applicant.

Please review the above communications, Appendix 3 to the application, and the leases attached to the application, and advise if the Applicant has sufficient interest in the land that it proposes to explore for the purpose of an exploration project contract. If the interest of the Applicant is short of the requirement, please write the necessary letter, for the Administrator's signature, requesting the required documents or information.

The letter should also state that the original abstract is returned as requested in the Applicant's letter of October 24, 1956.

FLKnouse/gla/izm 10-30-56
cc to: Docket
Code 700
Mr. Knouse
~~Admr's Reading File~~

/s/ Ernest Wm. Ellis
Ernest Wm. Ellis

Mountain States Uranium, Incorporated
7340 West Colfax Ave. - BElmont 7-2331
Lakewood, Colorado

RECEIVED
OCT 29 1956

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.

October 24, 1956

VIA REGISTERED FIRST CLASS MAIL - INSURED

United States Dept. of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

ATT: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Gentlemen:

This is replying to your request of October 18, 1956 for copy of abstract on the Red Spruce group.

Because this is a blanket abstract of some 266 pages, it would put the company to considerable expense to produce two photostatic copies so the original abstract is transmitted to you herewith by registered first class insured mail, for checking by your legal department. Upon its return to us it could be delivered to the Executive Officer, DMEA Field Team, Region III for their use if necessary.

May we request expediting of your completion of your business with this abstract for the reason that it covers so many of this company's claims we never know when it may be needed here, also return of it to this office in like dispatch, namely via registered first class insured mail, insuring it for one thousand dollars and bill us if necessary.

Respectfully submitted,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

James R. Manning, President

Enc. Original Abstract
Red Spruce et al
JRM:gb

cc to: Mr. W.M. Traver, Exec. Officer
DMEA Field Team
Region III
224 New Customhouse Bldg.
Denver 2, Colorado

Without abstract

700

FILE COPY

Surname

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

OCT 18 1956

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

This is with reference to your letter of October 13, 1956, concerning your company's interest in the claims of the Red Spruce group.

Please forward one photostatic copy of abstract on the Red Spruce group to Mr. W. M. Traver, Executive Officer, DMEA Field Team, Region III, 224 New Customhouse Building, Denver 2, Colorado, and one copy to this office.

Sincerely yours,

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

FLKnouse/izm 10-18-56
cc to: Docket
Code 700
Mr. Knouse
Admr.'s Reading File
DMEA Field Team, Region III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

10-17-56

700

Mountain States Uranium, Incorporated

7340 West Colfax Ave. - BElmont 7-2331
Lakewood, Colorado

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.
[illegible], SEC.-TREAS.

October 13, 1956

RECEIVED
OCT 16 1956

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

ATT: Mr. Frank E. Johnson
Acting Administrator

RE: Docket No. DMEA-4373 (URANIUM)
Red Spruce, etal, Groups of Claims
Boulder County, Colorado

Gentlemen:

Reference is made to paragraph two of your letter of 31 August 1956. The photostat of lease from Clark H. Clark to Mountain States Uranium, Inc. submitted, is the lease to the Red Spruce Group. The claims covered in the Red Spruce Group of ten are those shown in the group on the map at the top of Page 20 of our offering circular, namely:

Beulah	Lizzie
Para L.	Eva D
RED SPRUCE	Florence H
Gold Quarry	Nona B
Pan American	Mildred B

All names were not listed on the lease because Mr. Clark did not have the list with him at the time and he wrote down what he remembered, but this company is in possession of the abstract on the Red Spruce group, which indicates that these are and have for years been known as the claims of the Red Spruce Group. Would the abstract be acceptable as sufficient evidence of Mountain States Uranium, Inc. interest in those claims? If so, since there is but one abstract, it could easily be transmitted to Mr. Traver here in Denver, or please instruct us where it is desired.

Replying to paragraph three of the same letter, transmitted herewith find revised Appendix 6 C - Detailed Estimate of Costs - Verna Jean Claim, reflecting the deletion of two 150' drill holes of The Pine claim, reducing that total by $1,050 and an error that showed up when trying to read the figures of our dim copy, and revised Appendix Sheet #6 - Total Project - Estimate of Costs reflecting the same deletion and reducing total project estimate to $38,824.86. We trust this will take dare of Amendment No. 1 proposed to the above docket in the second paragraph of our letter 7 August 1956. Copy hereof is being transmitted to Mr. W. M. Traver, Region III.

Respectfully submitted,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

James R. Manning, President

Enc. Revised App 6C
Revised App #6

JRM:gb
cc to: W.M. Traver, Region III

MOUNTAIN STATES URANIUM INC.
7340 W. Colfax Ave.
LAKEWOOD, COLORADO

RECEIVED
OCT 16 1956

APPENDIX #6 - TOTAL PROJECT - ESTIMATE OF COST (Revised Oct. 13,1956)

Appendix 6 A - Red Spruce Group of 10 Patented Claims	$11,715.00
Appendix 6 B - Miscl Claims Group	10,530.00
Appendix 6 C - Verna Jean Claim	3,985.00
Appendix 6 (g) (h) Combined Miscellaneous & Contingencies	12,594.86
PROJECT GRAND TOTAL - - - - - -	$ 38,824.86

MOUNTAIN STATES URANIUM IN-C.
7340 W. Colfax Ave.
LAKEWOOD, COLORADO

RECEIVED
OCT 16 1956

APPENDIX 6 C - Detailed Estimate of Costs

VERNA JEAN (Revised Oct. 13, 1956)

(a) None

(b) On the top of the Verna Jean Claim there are hot spots at which there should be 3 holes core drilled at 150 foot depth - 450 foot total, at an estimated cost of $3.50 per foot, or a total cost of $1,575.00

Geology and Engineering - By the job - Lump sum estimate 150.00

(c) Water hauling with the truck $2.50 per hour, $20.00 per day 30 days - Total Cost 600.00

It will take 80 cat hours at $12.00 per hour for a total of 960.00

(d) None

(e) None

(f) New Tool House 500.00

(g) See separate appendix sheet 6 (g) and (h) for COMBINED mine groups

(h) " " " " " " " " " "

TOTAL ESTIMATE OF COST $3,985.00

700

FILE COPY
Surname:

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

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMA-4373 (Uranium)
Mountain States Uranium, Inc.
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Traver:

The captioned application is referred to your office for a field examination and report on the proposed project or the Field Team's recommendations based on information available to your office. We have requested certain information from the Applicant concerning how its interest is held in certain claims. Until this question is resolved, we suggest deferring an examination of this property.

Enclosed are copies of memoranda, dated July 9 and August 23, from Mr. N. E. Nelson, USGS, and July 11 and August 29, 1956, from Messrs. James Paone and John Crawford, USBM, respectively, relating to the subject project.

We suggest any work recommended by the Field Team to explore either the Pine or Buffalo No. 1 claims should be included under Docket No. DMA-4352.

If the Field Team recommends an exploration program we will require, in addition to the usual information, landowners' Consents to Lien covering mining claim group or groups that are recommended by the Field Team for exploration.

P.S. Also enclosed is an extra copy of the application and the supplemental material submitted by the Applicant, dated August 7, 1956.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

Enclosures

APPROVED:

Frank D. Lamb
Member, Bureau of Mines

N. E. Nelson
Member, Geological Survey

FLKnouse/izm 8-28-56
cc to: Docket
Code 700
Mr. Knouse
Admr.'s Reading File
Operating Committee
Messrs. JECrawford, Rm. 3643
THKillsgaard, R. 5224
JOHosted, Rm. 3210, GSA

700

FILE COPY
Surname:

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

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 W. Colfax Avenue
Lakewood, Colorado

Re: Docket No. DMEA-4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

This will acknowledge receipt of your letters with attachments, dated August 7, 1956, in reply to our letter of July 18, 1956, concerning information we required to process your application.

With reference to the third paragraph of your letter, the Appendices to Item 3(d) of your application were reviewed again and we find no leases or other documents that described how your interest is held in the claims in question. However, there is a reference to "10 Patents" in the mining lease of Clark N. Clark to Mountain States Uranium, Inc., but the names of the claims are not given. Therefore, you should furnish evidence of your interest in these claims. You should send one copy of said documents to Mr. W. M. Traver whose address is shown below and one copy to this office.

With reference to the exploration work you propose on the Pine and Buffalo No. 1 claims, since work on these claims is also proposed under your company's application Docket No. DMEA-4352, if the land is not in conflict with the holdings of other interests, any work proposed on these claims should be included in said application.

Your application has been referred to:

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

The Regional Office will contact you in regard to your project if additional information is required.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

FLKnouse/izm 8-28-56
cc to: Docket
Code 700
Mr. Knouse
Admr.'s Reading File
Operating Committee
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

August 29, 1956

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Supplemental Information, DMEA Docket 4373 (Uranium)
Mountain States Uranium, Inc. (Red Spruce et al. groups of claims) Boulder County, Colorado

I have reviewed the attached supplemental information, DMEA Docket 4373, Mountain States Uranium, Inc. (Red Spruce et al. groups of claims) Boulder County, Colorado, dated August 7 and received in this office August 23, 1956. I have also discussed it with Jack Kratchman, Atomic Energy Commission.

We concur that the application be forwarded to the Field Team for examination, and that the Field Team consult with Mr. Ernest E. Thurlow, Manager, Denver Area Office, Atomic Energy Commission, Denver, Colorado.

John E. Crawford
John E. Crawford

Attachment

8/24/56

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

August 23, 1956

Re: DMEA 4373
Mountain States Uranium, Inc.
Red Spruce, etc., claims
Boulder County, Colorado
$38,474.86 - Uranium

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of supplemental information.

The application lacked data and reasons for doing drilling in several locations and failed to outline the proposed work. The supplemental information, requested by the Division, consists, for the most part, of a map showing where samples or radiometric readings were taken. The map adds little to the information and lends no support to the application.

Nothing new is given concerning the Red Spruce shaft showing. In that case one sample was taken on the 100 level and drilling is proposed for the 200 level. No details are given regarding the sample except that it assayed 0.23% U_3O_8 and 0.34 oz. Au. The one sample justifies curiosity but does not warrant an unwatering operation as proposed. The data are not sufficient.

Presumedly the radiometric readings on the blue print represent the "Hot spots" and mark the places drilling is to be done on the Miscellaneous and Verna Jean-Pine groups. The map is hardly legible, but the radiometric readings that can be read with certainty do not suggest the presence of "Hot Spots." No drilling layout is given.

Ore is said to have been mined from a pit on the Pine claim. The application says 10 or more carloads were mined, the map says 1000 tons ±. No grade is given and the claim is in dispute. Some work may be warranted, if and when the dispute is settled.

Referral to the Field Team has been recommended for DMEA 4352, an application that concerns the Pine claim. The showings involved in application DMEA 4373 (referenced) should be examined at the same time if a field examination is made. Referral is again recommended.

N. E. Nelson

N. E. Nelson

8/16/56

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

August 14, 1956

224 New Customhouse
Denver 2, Colorado

Mr. James R. Manning, President
Mountain States Uranium, Incorporated
7340 W. Colfax Avenue
Lakewood, Colorado

Re: Docket DMEA 4373 (Uranium) (Red Spruce, et al. groups of claims), Boulder County, Colorado

Dear Mr. Manning:

This will acknowledge receipt of your letter dated August 7, 1956 to the Executive Officer, DMEA Field Team, Region III and the enclosures which you have stated were confidential and very valuable. These documents will be retained in our file and will be forwarded the Washington Office, DMEA, if they so request.

Very truly yours,

W. M. TRAVER,

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

HMC:ab

cc: Sec. Op. Comm. (2)
Harshman
Docket 4373
Chron.

RECEIVED
AUG 16 1956

8-10-56

Mountain States Uranium, Incorporated
7340 West Colfax Ave. . BElmont 7-2331
Lakewood, Colorado

RECEIVED
AUG 10 1956

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.
~~EXECUTIVE~~ SEC.-TREAS.

August 7, 1956

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D.C.

ATT: Ernest William Ellis, Chief
Rare and Miscellaneous Metals Division

Re: Docket No. DMEA 4373 (Uranium)
Red Spruce, et al, Groups of
Claims, Boulder County, Colorado

Gentlemen:

Replying to your letter of July 18, 1956, with reference to core drilling under the above docket, the following clarifications and material are furnished to enable you to continue to process the subject application:

In answer to your paragraph numbered 1, under Document #4373, The Pine Claim is 1500 feet in length. The exploration drilling that we wanted to do as marked for your attention on our offering circular map, is on the opposite end of the Pine claim from the tunnel proposed by Docket No. DMEA 4352, which is almost a quarter of a mile from the proposed tunnel location, and does not conflict with that proposed work. Our thought was to keep the core drilling application all on one proposal, but if you prefer to, we can combine the core drilling for the Pine claim in DMEA 4373 with the tunnel proposal, by offering it as Amendment No. 2 to #4352, which would be for two drill holes of 150' depth on the opposite end of The Pine claim, adding $1,050 to the total cost, and deleting these two core drill holes from the subject docket hereof, by Amendment Number 1 thereto, deducting $1,050 from the total amount, thus separating the applications by claims for your records.

In answer to your second paragraph, the applicant is lessee from the owner of these claims you have enumerated. We have the abstracts recorded in Boulder County Court House, and title opinion, and photostatic copies of leases were furnished your office as Addenda to Item 3 (d). If you do not find these in order, please indicate to us what is required yet.

In reply to your paragraph 3, transmitted herewith in quadruplicate, Mountain States Uranium, Inc. claims map, Jamestown, Central Mining District, drawn to scale, showing the mineralized exposures, with sample locations, assay values, with anomalies and location of proposed drill holes indicated, all in relation to the property boundaries. Geologists are all busy or away, and though the undersigned is far from a geologist or engineer, he has made a drawing to scale the best he knowshow, of Proposal A, transmitted in quadruplicate. Scale drawing of Proposals B and C are included on the large claims map. We have no assays from the surface of where we want to core drill; we have only scintillator and geiger counter anomaly readings indicated thereon.

One set, the originals only in existence, of mapping of the geological survey numbered sheets 1 through 10, and one set of land survey drawings of Mountain States Uranium properties in Central Mining District (numbered 1 through 11), all very valuable papers of this corporation, has been sent Registered Mail

to Mr. W. M. Traver, Executive Officer, DMEA Field Team, Region III, Denver, where you may have access to them. These papers are to have special handling and be returned to this office just as soon as they have served your purpose in connection with Docket #4373.

Supplying the requirements of paragraph 4, transmitted herewith in quadruplicate are the following bids from drilling contractors:

Golden Drilling Company
Livingston & Wilson Exploration Drilling
Platte Drilling, Incorporated

Lowest bidder was Platte Drilling Company, at $3.50 per foot, which is the one recommended by this company.

The attached map with anomalies indicating length, width, mineralization, as justification for the proposed program, together with documents sent to Mr. Traver, are offered as graphic pictures, which we thought might be more clear to you than a narrative description. If there should be further questions in that connection, we would be glad to supply the necessary explanations.

Should there be anything further we can do as applicants to aid in the processing of our application with a minimum of delay, we would be very happy to know what you need, and to get to work supplying it.

Yours respectfully,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

James R. Manning, President

JRM:gb

Encs:

Map w/anomalies (in quad.)
Map to scale, pencil " Proposal A
Golden Drilling bid "
Platte Drilling bid "
Livingston & Wilson Exploration Drilling (in quad)
cc ltr to W.M. Traver Aug 7, 1956 (in quad)
cc to: W.M. Traver, Executive Officer, DMEA
Field Team, Region III

COPY

Richard B. Perry, Pres.
W.R. Cobb, Sec.

PLATTE DRILLING, INC.
1306 W. Alameda
Denver, Colo.

Glenn A. Cross, Vice Pres.
E.K. Cochran, Treas.

Phone SP 7-7183

July 24, 1956

RECEIVED
AUG 1 0 1956

Mountain States Uranium, Inc.
7340 W. Colfax Ave.
Denver, Colorado

Gentlemen:

We can drill the footage indicated in your letter of the 24th., for $4,556.00, and will have a drill available the 30th.

Sincerely,

/s/ Richard B. Perry

PLATTE DRILLING, INC.

5 holes	30'	in depth
5 holes	80'	in depth
5 holes	150'	in depth

Figures $3.50 per foot

Recommended by Mountain States Uranium, Inc.

MINERAL EXPLORATION -- TEST BORINGS -- CAVE OUT HOLE DRILLING

GOLDEN DRILLING COMPANY
DIAMOND DRILLING CONTRACTORS
2301 EAST STREET
GOLDEN, COLORADO
PHONE CRestview 9-1371

W. E. MATTHEWS,
MANAGER

4 copies

August 4, 1956

RECEIVED
AUG 10 1956

Mountain States Uranium Incorp.
7340 West Colfax Avenue
Lakewood, Colorado

Golden Drilling Company estimate for core drilling the Mountain States Uranium Incorporated properties located at Jamestown, Colorado, "Central Mining District", consisting of:

5 holes	30' in depth
5 holes	80' in depth
5 holes	150' in depth

The cost is $6.50 per foot for A-X size bit, if the Mountain States Uranium Incopporated provides set-ups.

In case of caving ground and cementing required, cementing would be done and drilled out at $2.50 per foot.

These prices include an approximate one and a half mile water haul.

GOLDEN DRILLING COMPANY

W E Matthews

W.E.Matthews

WEM:plm

LIVINGSTON & WILSON EXPLORATION DRILLING

LONGMONT, COLORADO
PHONE 1333

SHOT HOLE AND DIAMOND CORE DRILLING CONTRACTORS

WALTER W. WILSON FRED L. LIVINGSTON

August 2, 1956

RECEIVED
AUG 10 1956

Mr. James R. Manning
Mountain States Uranium, Incorporated
7340 West Colfax Avenue
Lakewood, Colorado

Dear Mr. Manning:

We submit the following bid on the core drilling to be done on your property near Jamestown, Colorado:

$5.50 per foot

We are equipped to drill a 3 3/4 hole take 2 1/8 core.

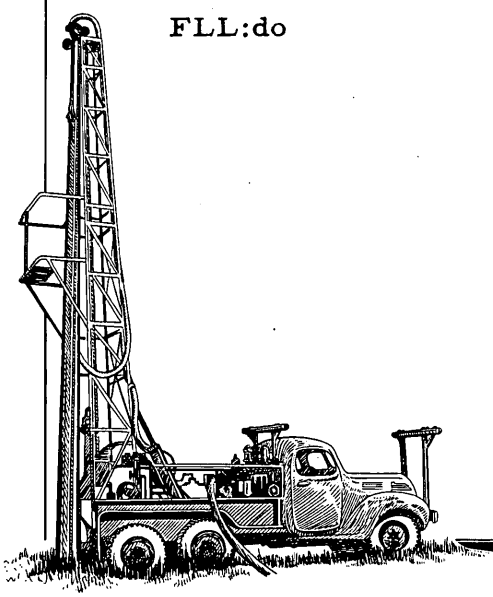
Very truly yours,

LIVINGSTON & WILSON EXPLORATION DRILLING

Fred L. Livingston

Fred L. Livingston

FLL:do



Mountain States Uranium, Incorporated
7340 West Colfax Ave. . BElmont 7-2331
Lakewood, Colorado

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.
C. R. CARLAND, SEC.-TREAS.

August 7, 1956

REGISTERED MAIL - CONFIDENTIAL

RECEIVED
AUG 10 1956

U. S. Departmentof Interior
Defense Minerals Exploration Administration
224 New Custom House
Denver 2, Colorado

ATT: Mr. W. H. Traver, Executive Officer, DMEA
Field Team, Region III

Re: Docket No. DMEA 4373 (Uranium)
Red Spruce, et al. Groups of
Claims, Boulder, County, Colo.

Dear Mr. Traver:

Transmitted herewith by Registered Mail, confidential and very valuable documents of Mountain States Uranium, Inc. properties as follows:

One set - Originals only in existence, of mapping of the geological survey, numbered sheets 1 through 10

One set - Originals only in existence, of land survey drawings of Mountain States Uranium properties (numbered 1 through 11)
All in Central Mining District, Jamestown, Colorado

Please see that these documents, representing very expensive geological and survey work, are kept in safe custody and transmitted by Registered Mail should it be necessary to send them to your Washington headquarters. As soon as possible after thorough examination, we would like them returned to this office by Registered Mail.

Reference is made to this transmittal in the attached letter to Washington headquarters dated August 7, 1956.

Thanking you for your personal attention to these documents, we remain

Very respectfully,

MOUNTAIN STATES URANIUM, INC.

James R. Manning

Enc. 22
cc: Ltr to Washington
2 sets enumerated above

cc to: Washington Hq

700
Surname Copy

I I Knowe
Ellis
Whitenday

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

JUL 1 8 1956

Mr. James R. Manning, President
Mountain States Uranium, Inc.
7340 West Colfax Avenue
Denver 15, Colorado

Re: Docket No. DMEA 4373 (Uranium)
Red Spruce, et al., Groups of Claims
Boulder County, Colorado

Dear Mr. Manning:

This is with reference to your application for Government aid to explore the subject property.

In order that we may continue to process your application, please clarify and furnish the following:

1. We note in your application there are listed the Buffalo No. 1 unpatented and Pine Patented #483 claims for exploration. Also, under Docket No. DMEA-4352, you submitted an application, dated July 4, 1956, in which it is proposed to explore these claims. Please advise if you wish to withdraw these claims from the subject application.

2. It is not clear in your application if the Applicant is the owner of the patented claims Beulah, Para L., Lizzie, Eva D., Florence N., and Nora B., and also the Columbine and Farmer Boy unpatented claims. If the Applicant is not the owner of these claims, we will require evidence that it has sufficient interest in these claims for the purpose of an exploration project contract, i. e., lease, assignment or other necessary documents.

3. We note in your application that you propose to (a) unwater the Red Spruce Mine to the 200 Level and drill 15 holes aggregating 1,300 feet from a drift to a parallel vein; (b) on the Verna Jean and Pine claims drill 5 holes 150 feet deep to explore "hot spots"; and (c) on the "Miscellaneous Claim Group" drill 14 holes 150 feet deep. In this connection, to aid in evaluating the merits of your proposals, please furnish the following:

R.G.S.

For proposal (a): A map, drawn to scale, showing the mineralized exposures, with sample locations, assay values, and certified copies of assay certificates and locations of proposed drill holes, all in relation to the property boundaries. The vein location and indicated projection should be shown on this map.

For proposal (b): A map, drawn to scale, showing the "Hot Spot" mineralized exposures, with sample locations, assay values and certified copies of assay certificate, and locations of proposed drill holes, all in relation to the property boundaries; and

For proposal (c): A map, drawn to scale, showing mineralized exposures with sample locations, assay values, and certified copies of assay certificates, and locations of proposed drill holes, all in relation to the property boundaries; and

4. Furnish three bids from drilling contractors for the drilling you propose to do.

In addition, please furnish a narrative description of each mineralized exposure, i. e., length, width, mineralization, as justification for the proposed program.

Four copies of the above information should be furnished to enable the processing of the application with a minimum of delay.

Sincerely yours,

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

FLKnouse/ai
7-17-56
cc to: Admr. Reading File
Docket
Code 700
Mr. Knouse
DMEA Field Team, Region III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

7-13-56

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
JUL 13 1956

July 11, 1956

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

From: James Paone, Bureau of Mines Alternate Member
Uranium Commodity Committee

Subject: Application for Assistance, DMEA Docket 4373 (Uranium)
Mountain States Uranium, Inc., 7340 West Colfax Avenue,
Denver 15, Colorado

I have reviewed the attached application, DMEA Docket 4373, Mountain States Uranium, Inc., 7340 West Colfax Avenue, Denver 15, Colorado, dated June 29 and received in this office July 5, 1956. I have also discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

The Mountain States Uranium, Inc. has requested Federal assistance to explore for uranium on the Red Spruce group of 10 patented claims, the Miscellaneous group, and the Verna Jean and Pine claims. The total estimated cost of the project is $39,844.86.

The firm has not presented specific exploration plans and maps which would be of considerable assistance in the evaluation of the application.

It is suggested that the applicant be requested to submit data showing the proposed exploration work in relationship to the claims and to specific targets.

James Paone

James Paone

Attachment

7-11-56

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

RECEIVED
JUL 11 1956

July 9, 1956

Re: DMEA 4373
Mountain States Uranium Co.,
Red Spruce, etc., claims
Boulder Co., Colo.
$38,474.86 - Uranium

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of application.

The applicant now requests assistance in doing exploratory work, largely diamond drilling, on 3 neighboring but not contiguous properties, as:

1. Red Spruce Group.
2. Miscellaneous Claims Group.
3. Verna Jean and The Pine Claims.

It should be noted that the Pine Claim is the same as would be explored by tunnel under application DMEA 4352($15,887.00). Under the above referenced application, the work proposed is diamond drilling at "hot spots" on the 'top' of the Pine Claim and Verna Jean.

The applicant did work under contract Idm-E483 (DMEA 2782, $7,760.00) on the Martha E Claim. As a result of the exploration 430 tons at 0.03% U_3O_8 of indicated reserves and 550 tons at .03 U_3O_8 inferred reserves were found.

The proposed work under the present application consists of:

1. Red Spruce Group

Put in Public Power, dewater shaft, etc.	$4,965.00
Diamond drilling, 1300 feet	4,550.00
Consultants	2,000.00
Total	$11,515.00

In support of the application it is claimed a sample of Sutti (sooty) Pitchblende was taken somewhere on the 100 level of the mine. A drift on the 200 level is said to parallel the vein and the drilling will be done from the drift.

2. Miscellaneous Claims Group

This group is southeast of the Red Spruce Group.

Diamond drilling, 2,100 feet	$7,330.00
Supervision	600.00
Water hauling	600.00
Consultants	2,000.00
Total	$10,530.00

Except for a star marking a radiometric anomaly or uranium occurrence on the Free Coinage claim of this group, I find no reason for doing the drilling. Gold veins on the Wauban and Keystone claims are mentioned on page 8 of the prospectus but no other reason for the drilling is given.

3. Verna Jean and The Pine Claims

The claims are south of the Miscellaneous Group.

Diamond drilling, 750 feet	$2,625.00
Consultants	150.00
Water hauling	600.00
Bulldozing	960.00
Tool house	500.00
Total	$4,835.00

"Hot spots" on the top of the Verna Jean and Pine claims is the reason given for doing the work.

The Pine claim is the same claim as is to be explored by tunnel under DMEA 4352. Two stars on a map, page 20, of the prospectus locate the "hot spots" to be explored under this application, 4373, and one star marks the "hot spot" to be explored by the tunnel under No. 4352.

Combined and undistributed work

Analytical	$600.00
Accounting (C.P.A.)	240.00
Compensation Insurance	961.20
Liability Insurance	225.00
General accounting	600.00
Contingencies	9,968.66
Total	$12,594.86
1 Red Spruce Gp.	11,515.00
2 Miscellaneous Gp.	10,530.00
3 Verna Jean and Pine	4,835.00
Grand Total	$38,474.86

Referral of the application to the Field Team for appropriate action is recommended.

N. E. Nelson

N. E. Nelson

July 5, 1956

Mountain States Uranium, Inc.
7340 West Colfax Avenue
Denver 15, Colorado

Subject: DMEA-4373
Re: Exploration Assistance
Red Spruce Group

Gentlemen

The receipt of your application dated June 29, 1956 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4373 and referred to the Rare & Misc. Metals Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

July 5, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region III.

DMEA
- 4373 Mountain States Uranium, Inc.

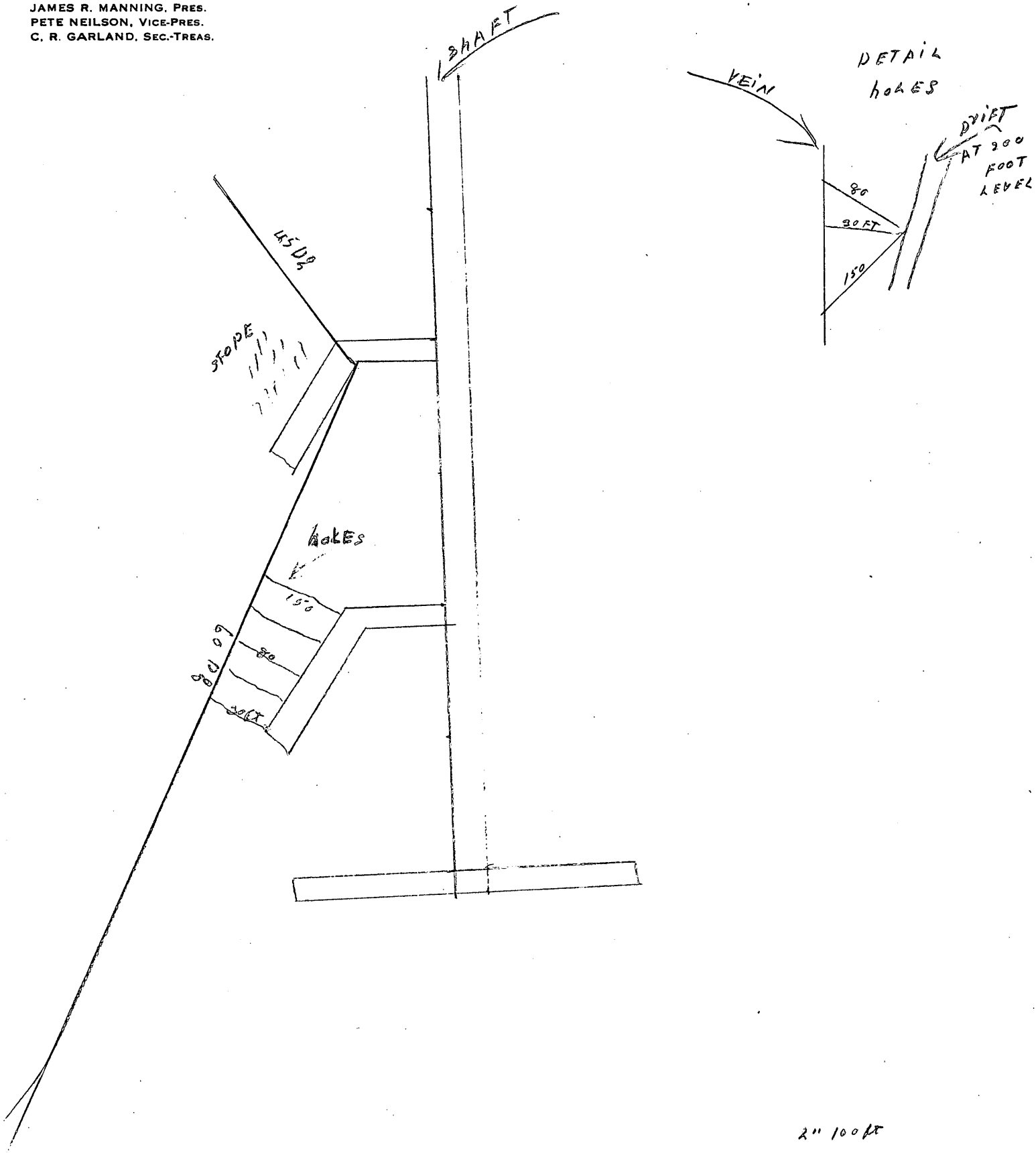
Robert E. Adams
Chief, Operation's Control
and Statistics Division

RED SPRUCE
DETAIL A

Mountain States Uranium, Incorporated

7340 West Colfax Ave. .. BElmont 7-2331
Lakewood, Colorado

JAMES R. MANNING, PRES.
PETE NEILSON, VICE-PRES.
C. R. GARLAND, SEC.-TREAS.

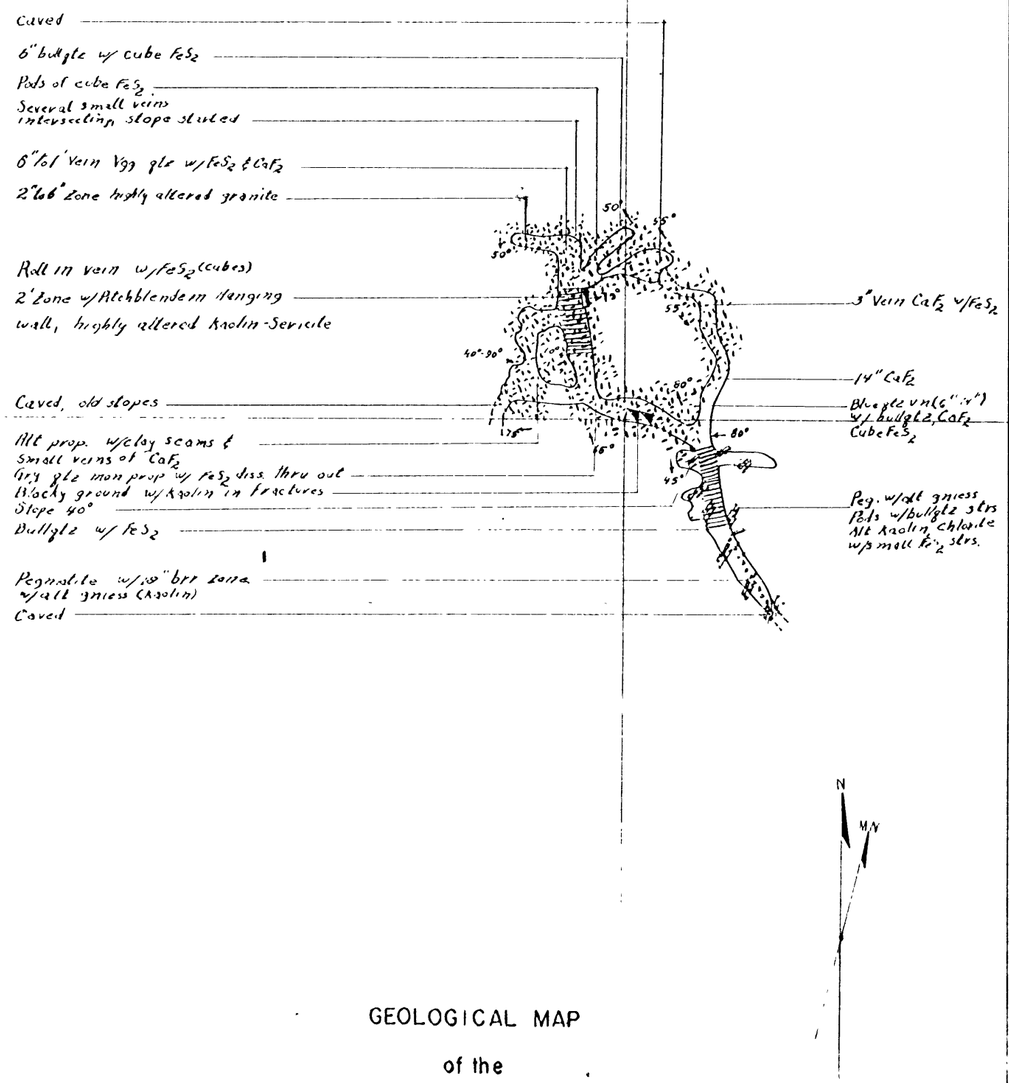


2" 100 ft

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

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, $300
(PM&C)



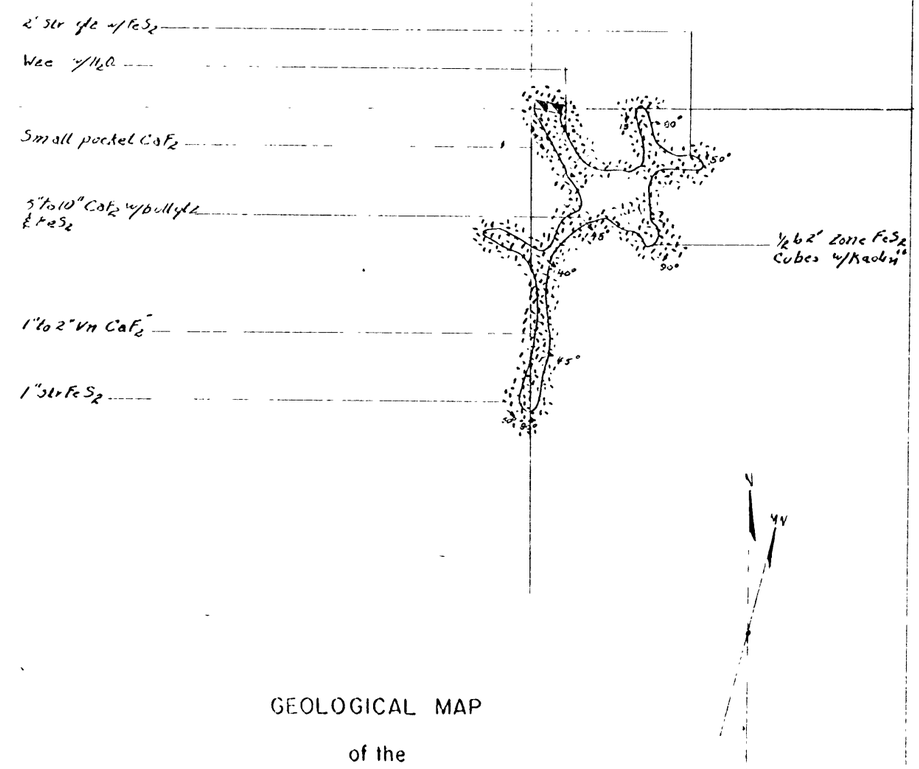
GEOLOGICAL MAP

of the

100 LEVEL RED SPRUCE MINE

JAMESTOWN, COLORADO

Scale 1" = 50' February, 1956



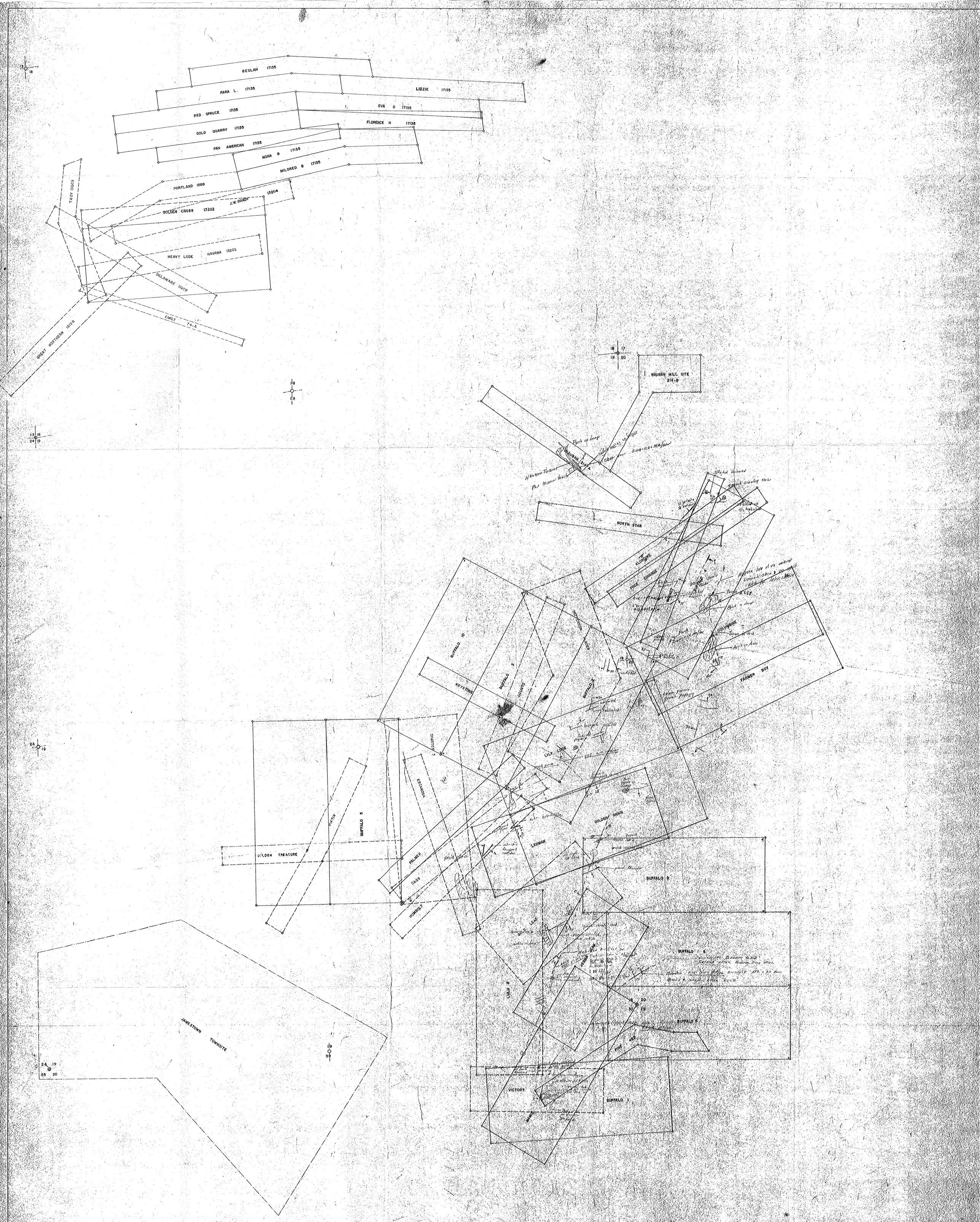
GEOLOGICAL MAP

of the

200 LEVEL RED SPRUCE MINE

JAMESTOWN, COLORADO

Scale 1" = 50' February, 1956



CERTIFICATE

I CERTIFY THAT THE CLAIM MAP OF THE PROPERTY OF THE "MOUNTAIN STATES URANIUM, INC. IN T2N., R71W. REPRESENTS A TRUE AND LEGAL LOCATION OF THIS PROPERTY.

Paul M. Hopkins
PAUL M. HOPKINS
PE & LS

Bearings by Town Geo. to 1955
Notes to property map by P.M. Hopkins
July, 1956

Paul M. Hopkins
Pres.

MOUNTAIN STATES URANIUM, INCORPORATED

CLAIM MAP

JAMESTOWN CENTRAL MINING DISTRICT
BOULDER COUNTY, COLORADO

Scale: 1" = 200' 15 May, 1956

LEGEND

- Claims owned or leased by M.S.U., Inc.
- Claims not owned or leased by M.S.U., Inc.
- Claim corner
- Section or legal subdivision line
- Section corner
- Quarter corner