DMEA Form 9
Rev. 6/57

UNITED STATES
DEPARTMENT OF THE INTERIOR
Defense Minerals Exploration Administration

OFFICIAL DOCKET FILE Idm-E NO._____ DMEA NO. 4919

Application
- [ ] Denied
- [x] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [ ] Contract with all exhibits and annexes
- [ ] Owner's Consent to Lien and Subordination Agreement
- [XX] Application and attachments

Right Side

- [ ] Project summary (final)
- [ ] Work Completed analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semi-Annual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [ ] On-site Exam Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No._____: Reports
- [ ] Analysis of Semi-Annual Inspection Reports
- [ ] Project Summary (Interim) by DMEA Engineers

Right Side

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

Folders No. II : Maps (Use pocket folder or envelope)

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty material

17963

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

224 New Customhouse
Denver 2, Colorado

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 16 1958

DATE	INITIALS	CODE

January 14, 1958

Memorandum

To: Secretary to the Operating Committee, DMEA

From: DMEA Field Team, Region III

Subject: Application for DMEA Aid (Uranium) United Western Minerals Company (Lode Mining Claims, State Land, and Fee Land) Teller, Park and Fremont Counties, Colorado

Enclosed are the original and two copies of the subject application. One copy of the application is being retained in our file.

The application was submitted to the Region III Office by Marvin C. Chase, the Applicant's geologist, who stated that should this application go to contract the Applicant would prefer to obtain a Performance Bond in lieu of Consents to Lien. Mr. Chase also stated that three separate bids for drilling will be submitted in the near future.

The Applicant requests a three-stage exploration program at a total estimated cost of $935,541.00.

W H King

W. H. King

APPLICATION AND
INFORMATION

Form MF–103
Revised Oct. 1957

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Budget Bureau No. 42–R1035.3
Approval expires June 30, 1958

APPLICATION FOR AID IN AN EXPLORATION PROJECT

PURSUANT TO DMEA ORDER I, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

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

United Western Minerals Company
(a Delaware Corporation)
136 W. Palace Avenue
Santa Fe, New Mexico

DMEA
DEPARTMENT OF THE INTERIOR
JAN 14 1958
REGION III
DENVER, COLORADO

APPLICANT NOT TO USE THIS BLOCK

Docket Number: DMEA-4919
Date Received: 1/16/58
Government Participation %:
Region: III
Division Code: 700

BUSINESS ORGANIZATION (Check one)

- Individual [ ]
- Corporation [X]
- Partnership [ ]
- Other (Specify) [ ]

State in which firm is organized: Delaware

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

Name	Address	Title
Alva A. Simpson, Jr.	Santa Fe, N.M.	President
Norman S. Dike	Santa Fe, N.M.	Vice President
Herbert A. Holt	Santa Fe, N.M.	Secretary and Counsel
Peter Cable	Santa Fe, N.M.	Treasurer
Lillian M. Anderson	Santa Fe, N.M.	Assistant Secretary
Garnett W. Dinan	Santa Fe, N.M.	Assistant Treasurer

Mineral(s) for which you wish to explore: Uranium and associated minerals

Estimated Cost of Project: $ 311,847.00

LOCATION OF PROPERTY

Name	County	State
	Teller, Park, Fremont	Colorado

GENERAL INSTRUCTIONS

Before filling out this application, please read DMEA Order–I, Revised, "Government Aid in Defense Exploration Projects." To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit four copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 1, existing mine workings and geology in item 2, and the proposed exploration project in item 4. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 2(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest DMEA Field Office.*

CERTIFICATION

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

1/14/58
Dated

UNITED WESTERN MINERALS COMPANY

By Alva A. Simpson
BY (Signature)

Alva A. Simpson, Jr.
President
Title

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

INFORMATION REQUIRED WITH THIS APPLICATION

1. *Applicant's Property Rights:*

(a) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all land adjacent to the proposed project area which you own or control. Describe any part of the project land or workings which should not be subject to Government lien for royalty payments. If the land consists of unpatented claims, state the book and page number for each recorded location notice, including amended locations, and the place where recorded (courthouse, recorder's office, county, and state).

(b) State all the names by which you know the property.

(c) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise. If you are not the owner, submit with this application one exact copy of the lease, contract, or other document (with address of owner) under which you control the property.

(d) Describe all liens, mortgages, or other encumbrances on the property.

2. *Physical Description:*

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

(b) State your interest, if any, in operations stated in 2*(a)*.

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

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

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

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

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

3. *Accessibility of Project:*

(a) To aid DMEA representatives who may be required to examine the property, state the name and address of the person who will meet the DMEA representative; give directions for reaching the property; and describe accessibility of the property including the mine workings.

(b) Name the shipping and supply points and places where employees reside and state the distances between them and the property.

4. *The Exploration Project:*

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

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

(c) In the event that an exploration contract with DMEA is executed, how soon will the work start and how many months will be required to complete it? State your anticipated average daily or monthly rate of progress for each type of work.

5. *Experience:*

State your operating experience and background with relation to your ability to carry out this exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of Costs:*

Furnish detailed estimates of the costs *for each item of the work proposed in 4(a)* under the headings listed below with a total for each heading and the estimated total cost of the project. Costs for any work to be performed by an independent contractor should be shown separately under category *(a)* below. Costs for any work that is not to be performed by an independent contractor should be given in detail under categories *(b)* through *(g)*.

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

(b) Personal services. For necessary supervision, engineering and geological services, and labor, include an itemized schedule of numbers, classes, rates of wages, salaries or fees, and periods of employment. State whether these technicians and employees are available.

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

(d) Operating equipment. List items of operating equipment to be used giving specifications and indicating how each item is to be acquired – i.e., rented, purchased, or provided by the applicant. If it is rented or purchased, state the estimated rental or purchase price. If it is to be furnished by the applicant, give its present fair market value.

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

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

(g) Miscellaneous. For the operating equipment listed in 6*(d)*, describe the type and estimate the cost of repairs and maintenance expected during project operations. Do not repeat initial repairs listed in 6*(e)*. Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories.

Note – 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)* State whether you are prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order–I, Revised.

(b) Explain to what extent you propose to furnish your share of the costs by providing money, by use of equipment owned by you, or otherwise.

* * * * *

INT.-DUP. SEC., WASH., D.C. 25960

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DMEA
RECEIVED JAN 16 1958
DATE | INITIALS | CODE

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

I. Applicant's Property Rights:

The following property breakdown covers (a), (b), (c), and (d). These properties are owned Mining Claims, leased Mining Claims and Private Mineral Rights and State Leases, Optioned Mining Claims and Mineral Rights in Teller, Fremont and Park Counties, Colorado.

Date of Location	Name of Claims	Section	Township	Range	Meridian	Place Recorded County	Book No.	Pages	Area	Nature of Title
3/17/57	Pi 1-7, 9 Pi 5,6,7,9(amended)	25	15S	71W	6th	Teller	275 275	225-240 317-324	165	Location
5/15/57	Mu 1-18	30	15S	71W	6th	Teller	275	280-307 360-367	372	Location
8/22/57 8/23/57	Kappa 9-37,39,41,43, 45,47,49,51,53,55,57, 59,61-63,65,67,71	11,12, 13,14	15S	74W	6th	Park	54	175-264	950	Location
9/18,9/20 8/24,9/28/57	Iota 1-61,63,65,67,69, 71,73,75,77-87,89-94 123-137	4,5,10,11 14,15,21 22	14S	74W	6th	Park	54	291-490	2066	Location
8/28,9/3, 9/4,9/5/57	Iota 138-237	4,5,6,7, 8,18	14S	74W	6th	Park	55	1-100	2000	Location
8/28,9/3 9/4,9/5/57	Iota 98-123,238-266, 268-278,280,282,284, 286,287-300,302,304, 306,308-316	3,8,17, 18,19,20, 30,31	14S	74W	6th	Park	55	257-456	2000	Location
9/4,9/6, 9/7,9/8/57	Iota 317-332,334, 336-350,369,371,373, 375,377,381,383, 385-395,397,399,401, 403,417-462	18,19,20, 27,28,29, 30,31	14S	74W	6th	Park	56	1-202	2000	Location

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Date of Location	Name of Claims	Section	Township	Range	Meridian	Place Recorded County	Book No.	Pages	Area	Nature of Title
9/7/57	Iota 463-519	20,21,28, 29,32,33	14S	74W	6th	Park	56	203-316	1140	Location
9/17,9/18 9/24/57	Lamda 342,344,346,348, 350,352,354,356,358, 360,362,364,366,368, 370,372,374,376,378, 380,384,386,388,390, 392,394,396,398,400, 402,404,406,408,412, 420-542,544,546,548, 550,552,554,556,558, 560	1,2,3,4, 5,6	51N	11,12E	N.M.P.M	Fremont	385	83-176	940	Location
8/25,8/26 8/27,8/28/57	Lamda 1-6,8,10-32, 35-102,104,106	3,4,5,6, 9,10	15S	74W	6th	Park	56	373-572	2000	Location
		32,33,34	14S	74W						
8/30,8/31 9/3/57	Lamda 108,110,112, 114-118,145-177,179, 181,183,185-202, 205-222,224,226-244	2,5,6,7, 8,9,10, 11,12	15S	74W	6th	Park	57	1-200	2000	Location
9/3,9/4, 9/7,9/12/57	Lamda 245-282,286,288, 290,292,294-319,321, 323,325,327,329,331, 333,335,339-341,343, 345,347,349,351,353, 355,357,359,361,363, 365,367,369,371,373, 375,377,379,381,383	6,7,8,17, 18,29,30, 31,32,33, 34	15S	74W	6th	Park	57	211-410	2000	Location
9/26,9/27, 10/1,10/2, 10/3,10/4, 10/5/57	Tay 1-72,74,76,78,80-132	1,2,3,4,5 6	18S	73W	6th	Fremont	385(Tay 1) 386	255-256 1-253	2480	Location
		34,35	17S	73W						

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Date of Location	Name of Claims	Section	Town-ship	Range	Meridian	Place Recorded County	Book No.	Pages	Area	Nature of Title
9/17,9/20 9/21/57	Lamda 385,387,391,393, 395,399,419,421-451, 453,455,457,459,461, 463,465-485,487,489, 491,493,495-524	28,32,33, 34,35	15S	74W	6th	Park	57	427-627	2000	Location
9/21,9/23/57	Lamda 525-540	28,29,30, 31	15S	74W	6th	Park	58	27-58	320	Location
9/6,9/7, 9/9/57	Xi 1-64,66,68,70,72, 74,76,78,80,82-104, 106,108-111	1,2,12, 13,14,24, 25	15S	75W	6th	Park	58	67-266	2000	Location
9/10/57	Xi 112-144	25,26	15S	75W	6th	Park	58	267-332	660	Location
9/10,9/11, 9/12/57	Nu 1-100	20,21,28, 29,31,32, 33	13S	74W	6th	Park	58	351-550	2000	Location
9/16,9/17, 9/18/57	Nu 101-200	20,21,28, 29,30,33	13S	74W	6th	Park	59	1-200	2000	Location
9/16,9/18, 9/19/57	Nu 201-300	22,27,28, 33,34	13S	74W	6th	Park	59	297-496	2000	Location
9/22, 9/23/57	Nu 301-308,313-318, 323-362,364,366-392	18,19,27, 30,34	13S	74W	6th	Park	59 60	497-600 1-60	1640	Location
9/24,9/25 9/26/57	Omicron 1,3,5,7,9,11,13, 15,17,19,21,23,25,27, 29,31,33,35-52,57-84, 87,89,91,93-117,119, 121,123	28,29,30, 31,32	15S	73W	6th	Park	60	71-258	1880	Location
9/24/57	Omicron 4,6,8,10,12,14, ,18,20,22,24,26,28, ,32,34	5,6 1	16S 51N	73W 12E	6th N.M.P.M.	Fremont Fremont	386	347-377	320	Location

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Date of Location	Name of Claims	Section	Town-ship	Range	Meridian	Place Recorded County	Book No.	Pages	Area	Nature of Title
9/20, 9/21/57	Rho 1-18,20,22,24,26, 28,30,32,34-108	9,10,11, 14,22,23	13S	76W	6th	Park	60	259-458	2000	Location
8/28/57	Iota 88	11	14S	74W	6th	Park	60	61,62	20	Location
8/22/57	E & S 1-3	13	15S	74W	6th	Park	58	345-350	60	Location
9/24,9/25, 10/4,10/14, 10/24/57	Sigma 5-30,35-117, 119-123,125,127-137, 139,141,143,145,147, 149,151,153,155	19,28,29, 30,31,32, 33,34,35, 2,11,14	17S	73W	6th	Fremont	387	260-529	2700	Location
		6	49N 18S	12E 73W	N.M.P.M. 6th					
9/21/57	Rho 109-138	8,9,17, 20	13S	76W	6th	Park	60	484-542	600	Location
10/17, 10/18/57	Lamda 561-572,574,576, 578-602,604,606,608, 610,612,614,616, 618-652,654,656,658, 660-675	22,23, 24,25,26, 27,34,35, 19,30	15S	74W	6th	Park	61	155-354	2000	Location
			15S	73W						
10/17,10/19, 10/20/57	Lamda 676-730	22,23,24, 25, 19,20	15S	74W	6th	Park	61	355-464	1100	Location
			15S	73W						
11/19, 11/20/57	Phi 1-64,64A,65-81, 83-100	10,11,14, 15,21,22, 23,26, 27,28	13S	75W	6th	Park	61 62	465-600 1-64	2000	Location
			13S	75W	6th	Park				
11/19, 11/20/57	Phi 101-136	2,3,10, 11,14,15	13S	75W	6th	Park	62	85-157	740	Location
12/4,12/5/57	Gamma 1-16,25-64,65, 67,69,71,73,75-122	14,15,22, 23,24,25, 26,27	11S	75W	6th	Park	Sent for recording		2180	Location

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Date of Acquisition	Name of Properties	Section	Town-ship	Range	Meridian	Place Recorded County	Book No.	Pages	Area	Nature of Title
10/25/57	Tiny Tim 1-8	3,10	14S	74W	6th	Park (Deed recorded Book 151, Page 176)	43	651-658	160	Purchased
7/2/57	Drew 1-4, 6 6 (amended)	1,2	17S	73W	6th	Fremont	361 378	155-161 454	103	Lease 30 years
7/2/57	Sonny 1,2 Sweede 1-5 Sharon K 22-26	2,10,11	17S	73W	6th	Fremont	377 377 350	262-263 264-266 372-376	204	Lease 30 years
7/2/57	B.C. 1-10 Mineral rights on: S½SE¼, NW¼SE¼, N½SW¼, SW¼NW¼ SE¼NE¼, E½SE¼, SW¼, S½NW¼ SE¼NE¼, E½SE¼ NE¼NE¼ W½NW¼	10,11 1 2 3 10 11	17S 17S	73W 73W	6th 6th	Fremont Fremont	377 381	267-276 365	207 840	Lease 30 years Lease 30 years
9/25/57	Treasure 1-22 Florine 1-5	5,6 33	18S 17S	72W 72W	6th	Fremont	376	237-287	540	Lease 30 years
8/30/57	F & S 1-12	19,20,29, 30	15S	73W	6th	Park	54	267-289	240	Purchase
	Marie 1-9	19,24	15S	73,74W	6th	Park	54	61-78	180	Purchase
	Doris 1-12	19,24	15S	73,74W	6th	Park	53	285-298	240	Purchase

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Date of Option	Name of Properties	Section	Town-ship	Range	Meridian	Place Recorded County	Book	Pages	Area	Nature of Title
8/30/57	Chile 1-27	15,16	15S	74W	6th	Park	51(amended) 52	57-98 145-156 135-143	420	Option
4/25/57	Joy 1-27 (Amended)	17,18,19, 20	13S	74W	6th	Park	48	318-334	540	Option
4/25/57	Big Joe 1-12	26,35	16S	73W	6th	Fremont	356	398-420	240	Option
8/26/57	Mineral Rights on:									
	NE¼SE¼	22	15S	74W	6th	Park			800	Option
	N½SW¼, NW¼SE¼	23								
	SW¼NW¼, NW¼SW¼	26								
	S½NE¼, SE¼, SE¼NW¼, NE¼SW¼, S½SW¼	27								
	SW¼	32								
9/3/57	Atomic 1-6	4,9	15S	74W	6th	Park	54	94-99	120	Option
9/3/57	Lava Cap 1-5	4,9	15S	74W	6th	Park	54	88-92	100	Option
6/7/57	Pike 1-7	11,12,14	17S	73W	6th	Fremont	357	297-309	140	Option
6/7/57	Joe and Bob 129-178	12,13,14 23	18S	73W	6th	Fremont	353	159-256	1000	Option
9/13/57	Barbara Dumic 1-8	32	18S	73W	6th	Fremont	339	352-359	1207	Option
	Fulfillment 1,2						342	457-465		
	Prosperity 1-3						342	493		
	Charity 1-3, Brownie 3	31,32					342			
	Bob and Joe 1-3	1,6,7,12,					342	488-490		
	Our Struggle 4-7	32					356	382-388		
	Devil 1-14	9,10,11					380	487-523		
	Satan 1-25	14,15					365	413-451		
8/30/57	Mineral Rights on:									
	SE¼SE¼	2	51N	12E	N.M.P.M.	Fremont			142	Option
	E½NE¼	11								
	Lot 1	12								
	[illegible]SW¼	19	15S	73W	6th	Park			80	
	[illegible]E¼	24	15S	74W	6th	Park			80	

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Date of Option		Name of Properties	Section	Town-ship	Range	Meridian	Place Recorded County	Book	Pages	Area	Nature of Title
8/30/57	✓	Loco 1A, 1,2,4	13,18	15S	73W	6th	Park	53	272-284	340	Option to Purchase
	✓	(Loco 1A)						54	49		
	✓	Ike 1-4,	13,18	15S	73W	6th	Park	53	299-306		
	✓	5-9						54	51-60		
	✓	Meadow 1-4	19,24	15S	73,74W	6th	Park	54	41-48		
8/30/57	✓	G.L.S. 1,2	19,24	15S	73,74W	6th	Park	53	307-310	40	Option to Purchase
9/26/57		Mineral Rights on:					Escrow Agreement in Fremont County Bank				
		Sigler & Sigler Fee Land									
		SE¼	11	15S	74W	6th	Park			880	
		SW¼	24								
		NE¼	23	15S	73W						
		E½NE¼	4								
		SE¼SE¼	14								
		N½SE¼	19								
		S½NW¼, N½SW¼, SW¼NE¼	20								
4/25/57		Pinon 1		18S	73W	6th	Fremont	342	17	20	Option
	✓	Dipper 1-16	21,22	17S	73W	6th	Fremont	352	299-309	320	Option
		Mineral Rights on:									
		S½SE¼, NW¼SE¼, N½SW¼, SW¼NW¼	17	17S	73W	6th	Fremont			640	Option
		SE¼NE¼	18								
		NE¼NE¼	20								
	✓	SW¼NE¼, E½NW¼, NW¼NW¼	21								
	✓	E½SE¼, NW¼SW¼	22								
		Mineral rights on:									
		S½SW¼, NW¼SW¼, SW¼NW¼	17	17S	73W	6th	Fremont			2320	Option
		N½SW¼, SE¼SW¼, SW¼SE¼	18								
		NE¼, NE¼NW¼	19								
		NW¼, NE¼SW¼	20								
		S½SW¼, SW¼SE¼, NW¼SW¼, SW¼NW¼	14	17S	74W						
		E½, E½W½	15								
		N½N½, SE¼NE¼	22								
		N½NW¼, S½N½	23								
		SW¼, S½NW¼	24								
		NW¼	25								
		½	35								

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Lease Number	Date	Description	Section	Town-ship	Range	Date of Expiration	Area	Nature of Title	County
1292-16	9/25/57	E½NE¼, W½, NE¼SE¼, S½SE¼	36	12S	71W	9/25/62	520	Colo. State Lease	Teller
1293-16	9/25/57	Lots 1-30, 32, 33, 35, 37-44, 46-49, 51-55, 57, 59-62	36	13S	71W	9/25/62	550	Colo. State Lease	Teller
1294-16	9/25/57	All	36	14S	71W	9/25/62	640	Colo. State Lease	Teller
1295-16	9/25/57	E½	16	15S	71W	9/25/62	320	Colo. State Lease	Park
1296-16	9/25/57	W½, NW¼SE¼, S½SE¼	36	49N	11E	9/25/62	440	Colo. State Lease	Fremont
1297-16	9/25/57	All	16	13S	74W	9/25/62	640	Colo. State Lease	Park
1298-16	9/25/57	All	36	13S	74W	9/25/62	640	Colo. State Lease	Park
1299-16	9/25/57	All	36	14S	74W	9/25/62	640	Colo. State Lease	Park
1300-16	9/25/57	All	16	15S	74W	9/25/62	640	Colo. State Lease	Park
1301-16	9/25/57	All	36	15S	74W	9/25/62	640	Colo. State Lease	Park
1302-16	9/25/57	W½	15	13S	76W	9/25/62	320	Colo. State Lease	Park
1329-16	11/26/57	Lots 3, 4, S½NW¼, W½SW¼	5	12S	75W	11/26/62	217	Colo. State Lease	Park
1330-16	11/26/57	All	23	51N	11E	11/26/62	640	Colo. State Lease	Fremont
1331-16	11/26/57	All	24	51N	11E	11/26/62	640	Colo. State Lease	Fremont
1332-16	11/26/57	N½	25	51N	11E	11/26/62	320	Colo. State Lease	Fremont
1333-16	11/26/57	N½	26	51N	11E	11/26/62	320	Colo. State Lease	Fremont
1339-16	12/11/57	N½, W½SW¼	10	11S	77W	12/11/62	400	Colo. State Lease	Park

Note: 1329-16 through 1339-16. No copies of leases until approved by State Land Board.

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2. Physical Description:

(a) Exploration to date has been undertaken by various mine operators in the Tallahassee Mining District. To date, approximately 250,000 tons of proven uranium ore (.30%) has been developed. Ore shipments to Vitro Uranium Company at Salt Lake City, Utah, and the Union Carbide plant at Rifle, Colorado, have exceeded 10,000 tons of 0.30% U_3O_8. Companies making shipments included the Juniper Oil and Mining Company, the Huber Oil Company, The Cotter Corporation, the Williams Mining Company, Elmer Smaller and the Tidewater Oil Company. Although complete information on these adjacent holdings is not available, the DMEA inspection team can visit these properties and will have made available, any information which may be at our Canon City, Colorado, exploration office.

United Western Minerals Company is in the initial exploration phase on all properties submitted in this application and, therefore, has no production or development information available.

(b) United Western's interest in the above operations is only that in the event of construction by them of a uranium processing plant, they would consider receiving ore from outside properties.

(c) Only available from Juniper Oil and Mining Company First Annual Report for year ended November 30, 1956, as quoted.

"To date Juniper's mining activities have been restricted to uranium, though several other kinds of properties have been examined. Strip mining was started in the Tallahassee Creek District, Fremont County, Colorado and 3,576 dry tons of uranium ore were sold from the Dickson-Snooper No. 11 mine yielding a gross of $106,856.87 (which includes $35,000 Government bonus). Average per ton yield was thus $22.07 before bonus. The average uranium oxide content was 0.266% and the average vanadium

oxide content was 0.05%. Ore was shipped to the Union Carbide Nuclear Company mill at Rifle, Colorado up to November 10 but thereafter shipments have been made to the Vitro Uranium Company mill at Salt Lake City, Utah.

"Plans for 1957 call for mining about 1,000 wet tons of ore per month from the Dickson-Snooper No. 11 mine and commencement of stripping operations on the Thorne Ore Body. Of the total overburden on the Dickson-Snooper No. 11 ore body, approximately 77,000 cubic yards, or roughly 2/3 had been stripped by December 1. Stripping on other proved ore bodies may be started in 1957.

"Drilling during the year (all in the Tallahassee Creek District) totalled 29,748 feet, comprising 629 holes. Of these holes, 84, or 13.4%, penetrated ore of presently marketable grade indicating 33,080 tons of reserve. Restated, each foot drilled blocked out 1.11 tons of indicated uranium ore reserve. In addition, this drilling located 19,200 tons of inferred ore of presently marketable grade. Total blocked out reserves are thus 52,280 tons, based on calculations of Juniper's engineers and geologists.

"By including only those tons of ore stripped and thus developed for mining, and by considering direct drilling expense, pro rata stripping charges, and all appropriate overhead, the cost per ton of developed ore reserves for 1956 was $6.10. Of the 10,520 wet tons so developed, 4,108 tons were shipped, leaving 6,412 tons of developed reserves at year end. Of this 4,108 tons shipped, 2,120 tons went to Rifle and 1,988 tons went to Salt Lake City. The total cost per ton to the Company, including ore development costs, of ore marketed at Rifle was $8.97, of ore marketed at Salt Lake City, was $14.23. During 1957 the cost of marketing ore at Salt Lake City, should decrease owing to increased annual tonnage and consequently decreased unit overhead charges.

"Juniper enjoys a very favorable position regarding property. During the year the Company had control of 24,375 acres comprised of 43 leases and 205 unpatented mining claims, all in Colorado. At year end the Company holds 10 leases covering 7,400 acres and the 205 claims covering 2,870 acres; all of this property being essentially full interest. Of the total, 4,430 acres are in the Tallahassee Creek Mining District, 3,560 are in the Cottonwood area just to the north, 80 acres in the Cotopaxi area, and 2,200 acres in the South Park area.

"At year end, Juniper is operating one producing mine, is preparing to start stripping the Thorne Ore Body, and is engaged in the completion of drilling on the Hall Homestead Ore Body. Other unexplored occurrences of commercial grade and thickness of uranium ore are present on the Company's properties."

(d) Present reserves consist of a potential reserve in the Chumway Park Area of 40,000 tons .20% based on Babbel Probe results. (See Chumway Park Red Beds section for details.)

(e) Previous Work

To present a concise picture of the geology of so broad a geographic area as is considered here, would be impossible without a great volume of writing. This discussion is, therefore, generalized with the details reserved, somewhat, for subsequent presentation.

Considerable help in understanding the geology of the region was gained from previous work. The first known geological reference is the general reconnaissance in the Arkansas River-Tallahassee Creek Area by the Hayden Survey published in the 1870's. The Pike's Peak Quadrangle was studied by Whitman Cross and the results were published by the Geological Survey in 1894 as Folio No. 7. This work mapped and described the volcanic rocks and associated sediments at the eastern edge of the Thirty-nine Mile Volcanic Field, summarized the age of faulting as late Cretaceous and Tertiary, and dated the volcanic flows as early Tertiary. Of particular importance was the mapping of the Florissant Lake Beds (Tertiary).

The summary of the monumental study of the San Juan Volcanic Field by Cross and Larsen, published in 1935 as U.S.G.S. Bulletin 843, represents the only detailed work on volcanics in south-central Colorado. As such, it contributes much to the understanding of Tertiary tectonics and volcanism in the Thirty-nine Mile Volcanic Field as well as the Basin Ridge volcanics of South Park.

Stark and five associates studied and mapped the geology and reported the origin of South Park in G.S.A. Memoir 33, published in 1949. This report provides a valuable description of the lithology and stratigraphic

relationships of the sediments present in this area as well as the tectonics and resulting structural features. The age relationship of faulting with respect to sedimentation, as discussed in this report, is very pertinent.

Detailed mapping was done by MacPherson in the Tallahassee Creek District for the Atomic Energy Commission in 1956. Though the report on this work has not yet been published, the accompanying map and stratigraphic section is included here for reference regarding the Tallahassee locality.

General Geology

The stratigraphic section represented in the broad area under consideration includes sediments ranging in age from Paleozoic to Recent. Volcanic rocks, excluding those of the basement Pre-Cambrian, are represented by a considerable thickness of intrusives and extrusives of Tertiary Age. These volcanics in the vicinity of Thirty-nine Mile Mountain comprise a pile measuring 2,000 feet thickness and consist of a broad range of generally intermediate rock types including rhyolites and trachytes on the acidic end to andesites and basalts on the basic end.

The volcanics cover a considerable time range in the Tertiary as indicated by several prominent interflow erosion surfaces. These unconformities together with the topographic influence on the distribution of volcanic extrusions, multiple vents active at the same or different times in one or several localities, limited or discontinuous exposure, and isolation of deposits by erosion all contribute to the difficulties in deciphering the correlation and differentiation of geologic units.

The sediments associated with the volcanics are particularly important because of their role as uranium host rocks.

The environmental controls essential for ore occurrence in this region appear to be faulting, a favorable host rock, and the presence of a uranium precipitant. In the known ore bodies, fault planes apparently served as conduits for mineralizing fluids or gasses--there have been both normal and reverse faults observed in association with ore bodies. Generally permeable sediments, both unconsolidated, and consolidated act as mineral host rocks. They cover a nearly complete lithologic range including clays, sands and sandstones, shales, arkoses, tuffs and ash beds, conglomerates and agglomerates. Carbonaceous material is associated with the uranium in every known ore occurrence and is believed to function as the precipitating agent for uranium. In some places, the carbon is finely disseminated and quite evenly distributed, while in other places the carbon occurs in concentrations of carbonaceous trash showing woody structure. In some localities, however, there are thick zones of carbonaceous clays which are believed to be barren.

Since the stratigraphy of the region is included with the local maps of South Park and Tallahassee Creek, it will not be discussed generally here. However, some stratigraphic discussion will be necessary in the consideration of the following local areas.

Tallahassee Creek

The known ore deposits in the Tallahassee Creek Area, which is located in Townships 72 and 73 West, Range 17 South, Fremont County, Colorado, are in clastics and pyroclastics

associated with the Thirty-nine Mile Volcanics mentioned previously. The lower of the three ore horizions is a fine to coarse grained argillaceous arkosic sand which is locally conglomeratic. This member, which is Tertiary in age, overlies the Pre-Cambrian unconformably in discontinuous deposits and appears to be confined in pre-depositional basins or drainage courses. Of fluvial and possibly lacustrine origin, this arkose unit exhibits local development of cross-bedding.

The ore deposits are generally lenticular bodies which conform to sedimentary structures, and the main ore zones are contained in dark, carbonaceous clays. An example of ore in this unit is the Mary-L Mine in the west half of Section 13, Township 17 South, Range 73 West, and the adjacent Smaller pits in Section 14 in the same township and range. At the Mary-L Mine, a northwest-southeast trending reverse fault has displaced Pre-Cambrian granite, gneiss, and schist against Tertiary rocks limiting the ore body on the east. This fault may have served as a conduit for mineralizing solutions from which uranium minerals were precipitated in the favorable host.

The uranium mineralization in this arkose unit is finely disseminated uraninite in the unoxidized zone and autunite has been identified as a secondary mineral. Minor amounts of molybdenum, strontium, and zinc are associated with the uranium minerals.

Above the lower arkose unit and separated from it by several volcanic flows, is the second ore horizon. This ore zone host is a volcanic conglomerate containing angular to well rounded cobbles and pebbles in an argillaceous tuff matrix. The cobbles are mainly

Pre-Cambrian granite and metamorphics, with some volcanic boulders, and there are some discontinuous lenses of sandstone and shale in the conglomerate. The most prominent flows separating the lower arkose and the volcanic conglomerate are, from older to younger, a sanidine rhyolite and an augite andesite. A trachyte has been observed beneath the rhyolite in one locality.

As in the lower arkose, the ore bodies are lenticular in outline and follow sedimentary stratification. The mineralization in the volcanic conglomerate unit is the same as in the lower arkose--uraninite and autunite. The Sunshine Mine in Section 30, Township 17 South, Range 72 West; the Dickson-Snooper, Thorne, Picnic Tree, and Ponderosa pits in Section 26, Township 17 South, Range 73 West; and the Hall Homestead and Big Wash prospect in Section 27, Township 17 South, Range 73 West are all examples of ore bodies in the volcanic conglomerate unit.

The unit stratigraphically overlying the volcanic conglomerate is a light gray tuff, locally massive, but grading laterally and upward to an agglomerate. This unit is an ore host in Section 36, Township 17 South, Range 73 West. The mineralization is uraninite and autunite associated with carbonaceous material. Successively overlying the tuff unit, locally, are interbedded deposits of tuffaceous agglomerate, an andesite flow-breccia, thin to massive tuffs, and a capping rhyolite flow.

It is believed that mineralization occurred contemporaneously with faulting or possibly immediately after faulting. Faulting in the Tallahassee area, at any rate, is post-volcanic conglomerate but not pre-mineral.

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Radiometric anomalies in the Tallahassee Creek Area are significant if they exceed a magnitude of twice background. Drilling behind several of these surface anomalies has resulted in the discovery of .45% U_3O_8.

Black Mountain

In the vicinity of Black Mountain, Township 15 South, Range 74 West, Fremont County, Colorado, ore was discovered in the Bell and Moore pit in Section 10. The ore host is a pyroclastic unit consisting of argillaceous tuff, sand, and clay which contains abundant carbonaceous material. Capping this unit is an andesite breccia mass, but because of poor exposures, there has been insufficient work done to definitely establish the identity of the underlying unit. Because of the many similarities of color, texture, and lithology of this sequence with that of the tuff and tuff agglomerate overlying the volcanic conglomerate unit of the Tallahassee Creek Area, the Bell and Moore section has been tentatively correlated with this section in Tallahassee Creek. The uranium minerals are also the same as those in the Tallahassee Creek Area.

A number of prominent surface anomalies have been noted in the general vicinity of Black Mountain on United Western Mineral company properties. (See General Properties Map showing distribution of anomalies.) As of this date, these anomalies have not been explored with drilling in the Black Mountain Area, but this area is scheduled next week.

Chumway Park Red Beds

Conspicuous thicknesses of red to buff arkose outcrop along the drainages of Thirty-one Mile Creek and Paris

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Creek in Township 15 South, Range 74 West, Park County, Colorado; and along Cottonwood Creek in Township 51 North, Range 75 West, Fremont County, Colorado. In the Thirty-one Mile Creek vicinity, the red to buff arkose, which is locally conglomeratic and sometimes shaley, lies in well sorted and well stratified beds. This unit shows well developed cross-bedding locally and strikes N70°W and dips from 5° to 20° NE. This unit unconformably overlies a gray to green arkose which locally grades to red shale and buff sandstone. The strike of these latter sediments is N40°W and the dip is 65° NE. The lower arkose is tentatively assigned to the Permian Maroon, and the upper red arkose to the Jurassic (?) Garo. Although paleontologic evidence has not yet been discovered to substantiate the age assignments proposed here, lithologic comparisons with known outcrops of these formations in South Park is so marked as to contribute considerable merit to the assignment. The lower gray arkose lies unconformably on the Pre-Cambrian. In the Thirty-one Mile Creek locality, the red arkose is capped by a trachyte flow and this, in turn, is covered by a prominent rhyolite flow. Near-vertical to vertical felsite porphyry and andesite dikes, which cut both arkose units, have been observed in this locality.

Of particular economic interest is the occurrence of uranium mineralization and ore in the gray arkose unit in Section 19, Township 15 South, Range 73 West. As a result of coring on a surface anomaly in this section, 30 feet of ore assaying .20% U_3O_8 (chem.) was cut; another hole showed 19 feet of ore assaying .40% U_3O_8 (chem.) and one hole showed 100 feet of .10% U_3O_8(RA). Chemical assays in this locality exceed radiometrics by approximately 30%.

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Many surface anomalies are known in the vicinity of the ore in the Thirty-one Mile Creek Area Red Beds and several good anomalies are known in a similar environment in the Cottonwood Creek Red Beds. The proper evaluation of these anomalies can only be made by drilling. (See General Properties Map showing distribution of anomalies.)

Antero Lake Beds

In the vicinity of Antero Reservoir and situated generally in Townships 13 and 14 South, Ranges 75 and 76 West, Park County, Colorado, there are considerable thicknesses of lacustrine sediments occupying several long, narrow, partly connected basins in the Pre-Cambrian. Stark et al have separated the Lake Beds into the Balfour Formation, which may be the top most member of the Denver Formation, and the Antero Formation. The Antero Formation includes the limestone-conglomerate facies identified by faunal remains as Oligocene Age. The Balfour (Denver?) is composed of sediments having an amazing resemblance to the inter-volcanic sediments of the Tallahassee Creek Area. These include clays and volcanic ash, argillaceous sandstone, trachyte flows, tuffs, and conglomerate with interbedded tuff.

In Section 20, Township 13 South, Range 76 West, drilling on a surface anomaly has resulted in ore discovery in the Balfour Formation. The ore zone is a dark carbonaceous clay with black layers of carbon scattered through it. The mineralized clay is covered by a tuff unit, which is capped by a rhyolite flow. In the prospect pit, this sequence strikes N 80°W and dips 50°S, while south of the prospect pit, the sequence is near-horizontal. An apparent fault has probably acted as a mineralizing conduit. The ore mineral or minerals have not yet been identified.

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There are numerous surface anomalies on the Balfour Formation as well as the Antero Formation above it. The algal limestone ridges, which represent the lime facies of the Antero, are prominently radioactive in many known localities. Very little exploration has been done on the Balfour or Antero, but they both show considerable promise with known anomalies, known local faulting, and many carbonaceous horizons with favorable host characteristics.

Three Mile Area

In Townships 13 and 14 South, Range 74 West, Park County, Colorado, west and northwest of Thirty-nine Mile Mountain and generally drained by Three Mile Creek, there is a broad area which shows discontinuous exposures of anomalous arkosic clays. Though surface exposures are poor, the clay unit is thick and overlain by an andesite breccia. This sequence is very similar to the corresponding sedimentary sequence overlain by andesite breccia in the Tallahassee Creek Area.

The dearth of surface anomalies, a few good shows of uranium mineralization in old prospect pits, and the coincident lithology of the Three Mile Area with the Tallahassee Creek Area all combine to enhance the possibility of ore discovery in this locality. No exploration drilling has been done to date in this area.

Elkhorn Thrust Fault Area

The Elkhorn Thrust Fault is one of the major structural dislocations in Colorado. On the eastern edge of South Park, this low angle thrust, which dips to the east, has placed Pre-Cambrian rocks in contact with rocks of Jurassic through Eocene Age. The fault is Denver (Eocene) age.

Along the thrust plane and in the adjacent sediments, considerable uranium mineralization has been found in Townships 10 and 11 South, Range 75 West, Park County, Colorado. Because of its many carbonaceous zones near the top and the base, the Denver Formation could provide a favorable environment for uranium ore deposition. The Denver Formation will, therefore, be one of the major targets for exploration.

In normal fault block and graben basins east of the Elkhorn Thrust Fault, there are good thicknesses of lake beds of the Antero type which unconformably overlie the Pre-Cambrian thrust sheet. A number of surface radiometric anomalies are known to occur in these lake beds, providing another ore target in this locality.

In addition to the Elkhorn Thrust Area, there are many other normal and reverse faults in the general area of South Park where known favorable host rocks exist in similar environments. These other areas are being investigated on the surface as rapidly as possible, but at present this potential has barely been scratched.

High Park Area

In Townships 12 through 15 South, Ranges 70 and 71 West, Teller County, Colorado, there are discontinuous exposures of Florissant Lake Beds (upper Oligocene or lower Miocene) in a volcanic environment equivalent to the Tallahassee Creek Area. The Florissant is famous for the 1200 or more species of insect and plant life it has yielded, and it contains an abundance of carbonaceous trash. The Florissant Lake Beds, which are approximately 50 feet thick, are largely water laid tuffs and paper shales, but include some fluvial sediments. Whitman Cross,

in the Pikes Peak Folio, separated the generally overlying sandstones and conglomerates into the High Park Lake Beds and the Alnwick Lake Beds. These units are local, however, and are all considered Florissaht for our purpose. Stratigraphically, the Florissant unconformably overlies the pre-Cambrian and is capped by the volcanic extrusive series. The flow which contacts the upper Florissant is a rhyolite.

Uranium mineralization in the Florissant Formation has been confirmed by outcrop sampling which yielded high-grade assays of 2 to 3 % U_3O_8. Limited drilling has revealed 50 feet of .08-.10% U_3O_8 in one hole, and 26 feet of .40% U_3O_8 in another. In addition to this known ore, there are a number of unexplored surface anomalies in the area. The uranium minerals in the Florissant have been identified as autunite and possibly uranophane.

(f) Reasons for Expecting Ore

Considering the vast region as a whole, there are many indications that this area can become a major uranium producer. First, there are abundant sediments which qualify as excellent uranium host rocks. The Denver-Balfour Formation of South Park, some of the Antero Lake Beds, the Florissant Lake Beds in the western part of the Pikes Peak quadrangle, and the channel or basin deposits of the same or approximately equivalent age in the Tallahassee Creek Area all fulfill the ideal host requirements. In addition, the Permian Maroon of the Thirty-one Mile Creek Area also meets these requirements. These sediments include abundant carbonaceous material, interwoven channeling, permiability due to sorting and grain size variations; and their areal extent and cumulative thickness is tremendous.

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Igneous activity and alteration are widespread in the region, as are both major and minor dislocations due to faulting. Mineralization has been area wide, and the location of this region in the general belt of Central-Colorado metalization further enhances its possibilities. The extensive occurrence of radiometric anomalies, plus the frequency of ore discovery by drilling behind these anomalies, promises a continuing repetition of ore occurrence from Tallahassee northward through the Thirty-nine Mile Volcanic Field and on into South Park and the High Park-Florissant Area.

(g) List of geologic or engineering reports, assay maps, or technologic information, submitted with this report.

1. Property Map - Tallahassee-South Park Area showing anomalies.
2. Geologic Map - North of the Arkansas River.
3. Geologic Map, Tallahassee Creek District.
4. South Park Geologic Map.
5. South Park Lithologic Description.
6. Map showing proposed Exploration Drilling and United Western Minerals Company Property.
7. Teller County Property Map.
8. Rho Claims, Township Plat.
9. Phi Claims, Township Plat.
10. Tiny Tim and Iota Claims.
11. Gamma Claims, Township Plat.
12. Chile, Atomic, Lava Cap and Hass Claims.
13. Colorado Planimetric Sheet 237.
14. Colorado Planimetric Sheet 238.
15. Colorado Planimetric Sheet 266.
16. Colorado Planimetric Sheet 267.

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3. Accessibility of Project:

(a) Mr. Marvin C. Chase, District Geologist, United Western Minerals Company, available in Canon City, Colorado, to aid DMEA examining engineers and geologists.

Office: Room 8, Harrison Building, Phone 1869
Residence: 729 North 15th Street, Phone 1786

Properties cover an area of 120 square miles and are located within the Thirty-nine Mile Volcanic Field which ranges between Parkdale, Colorado, and Hartsel, Colorado. It will be necessary for United Western geologists to tour the holdings with the inspection team. At least three days will be required to cover this area.

The Thirty-nine Mile Volcanic Field, in most areas, is of gently rolling topography which can be traversed by large drill rigs without the aid of roads. There are a number of ranch, forest and county roads, and one State highway. All holdings are easily accessible by private car except during the winter time when jeeps are generally used.

(b) Canon City, Colorado, is an adequate shipping and supply point and all employees would reside there. The property would vary between 32 and 65 miles distance from this point.

Drilling crews and field personnel could reside at various ranches in the field which are presently leased by United Western.

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4. The Exploration Project: Phase I

(a) The proposed drilling project is designed to explore for uranium mineralization in the Thirty-nine Mile Volcanic Field and near-by Tertiary Lake sediments in Park, Teller and Fremont Counties, Colorado. Within the volcanic field, ore has been produced from arkosic clays lying in Pre-Cambrian basins and in carbonaceous sediments lying between the various volcanic flows. (Refer to 2(c) Juniper Oil and Mining Company Annual Report.)

Uranium occurrences and anomalies have been located in heretofore unexplored areas in the Thirty-nine Mile Volcanic Field. Present information indicates that the Tallahassee Creek Area type of uranium district may well repeat itself throughout the volcanic field. Initial drilling as shown on the accompanying maps is planned to offset trends of adjacent ore bodies, anomalies, and prospect pits showing mineralization. The remainder of the drilling in the first phase will be determined after initial results have been obtained.

Area I, Tallahassee District

The proposed noncore drilling in this area is designed to investigate both the Arkose and Volcanic Conglomerate units which have produced ore bodies in this area. Holes are spotted on the basis of present information; however, the locations would be subject to amendment as new data is developed. Formation drilling was done by Juniper Oil and Mining Company in this area with subsequent offsetting of mineralized holes. By this method, 1.1 tons of proven ore were developed for each foot drilled. At that time, there were two anomalies known in this area so that favorable formation drilling has proved successful.

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Non Core Drilling

The following program has been detailed on maps submitted herewith.

Property	Holes	Average Depth	Total
Russell Lease	40	200	8,000
Thorne Lease	110	200	22,000
Treasurer Claims	17	200	3,400
Pike Claims	10	200	2,000
Taylor-Smaller Leases	20	200	4,000
Tay Claims	11	200	2,200
Initial Drilling	208		41,600
Reserved to offset mineralization			8,000
Total Tallahassee			49,600

Area II, Chumway Park Red Bed Area

Property	Holes	Average Depth	Total
Various (See property map Sec. 19, T.15S.,R.73W.)	60	250	15,000
Reserved to offset mineralization	15	250	3,750
Total	75		18,750

Area III, Antero Lake Beds

Property	Holes	Average Depth	Total
Rho Claims & State Lease, Sec. 15, T.13S.,R.76W.	20	500	10,000
Phi Claims	9	500	4,500
Initial Drilling	29		14,500
Reserved to offset mineralization			2,500
Total			17,000

Area IV, Three Mile Creek Area

Property	Holes	Average Depth	Total
Tiny Tim Claims	10	200	2,000
Iota Claims	15	200	3,000
Initial Drilling	25		5,000
Reserved to offset mineralization			1,200
Total			6,200

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Area V, Elkhorn Thrust

Property	Holes	Average Depth	Total
Gamma Claims	14	500	7,000
Reserved to offset mineralization	4	500	2,000
Total	18		9,000

Area VI, High Park Area

Property	Holes	Average Depth	Total
Pi and Mu Claims	32	200	6,400
Reserved to offset mineralization	10	200	2,000
Total	42		8,400

Area VII, Black Mountain

Property	Holes	Average Depth	Total
Atomic, Lava Cap, and Chile Claims	35	200	7,000
Reserved to offset mineralization	10	200	2,000
Total	45		9,000

Summary - Drilling

Group No.	Planned Footage	Offset Reserve	Coring Reserve
I	41,600	8,000	
II	15,000	3,750	
III	14,500	2,500	
IV	5,000	1,200	No estimate by group.
V	7,000	2,000	
VI	6,400	2,000	
VII	7,000	2,000	
	96,500	21,450	2,500*

The total of the above proposed initial phase drilling is 96,500 feet with a reservation of 21,450 additional footage which will be used to offset mineralization where located.

*The 2,500 feet of diamond coring is to be used in coring only mineralized and ore sections where deemed necessary. We plan to plug down to the top of the section for which the core is required.

DMEA

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

Because of the large acreage involved, two additional drilling phases of 100,000 feet each is proposed, ~~contingent~~ on favorable results on the primary program. By referring to the United Western general property map, it may readily be seen that only the most favorable properties have been included and that favorable horizons, anomalies and prospects exist on other lands which can be included in these later phases. The drilling program summarized above is designated as Phase I and is estimated to be completed by 120 days of field work.

Area to be selected with DMEA approval during Phase I of Drilling Program.

Drifts and Raises

500' of 4' x 6' drift at a unit cost	500'
100' of 4' x 4' (in the clear raises) at a unit cost	100'
Total - underground work	600'

Phase II

An additional 100,000 feet of drilling will be used to extend first phase mineralized areas as well as investigate newly discovered anomalies and geologic trends. With the approval of DMEA, we would also wish at that time to amend the contract by adding additional holdings which may have become significant as a result of the initial program.

Phase III

An additional 100,000 feet of drilling which would be used to investigate geologic structures and units which have been shown to be favorable for discovery of uranium ore bodies as a result of the first two phases. Primarily this drilling would be on the remaining acreage

held by United Western Minerals Company and the contract would have to be so amended.

In both of the later phases, 80,000 feet would be planned drill holes with the remainder used to offset mineralization. An additional 2,500 feet for coring would also be required.

(b) In some areas, drill roads will have to be constructed. The D-8 type of bulldozer has proved to be capable of doing this work in a rapid manner at a reasonable cost in the Thirty-nine Mile Field Area. These roads are not to be confused with access roads, but will be used to allow a level drill site on hillside areas.

For the first phase, from previous experience in the area, we would estimate 900 hours of dozing with one D-8 type unit.

(c) Work would commence within 30 days after execution of the DMEA Contract, with the option to start sooner if the necessary drilling contracts have been executed.

The average drilling rate in the contract area is 150 feet per day per drilling unit. On the basis of a six-day week, and allowing for the breakdown of some of the drills, it is estimated the eight drills can complete the first phase within 120 days after the commencement date.

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5. Experience:

For experience of United Western Minerals Company see attached "2nd Annual Report 1957 United Western Minerals Co."

Persons who will supervise operations:

J. W. Patterson, Consulting Engineer

Marvin C. Chase, District Superintendent

Gordon O. VeneKlasen, District Geologist

Fred D. Waltman, Mining Engineer

J. W. Patterson: Age: 53

Education: University of Southern California - Special student in Chemistry - 1920
Colorado School of Mines - Engineer of Metallurgy - 1925 E.Met.
University of Wyoming - Master of Arts, (Geology) - 1926 M.A.
California Institute of Technology - Economic Geology - 1931 PhD.

Teaching Fellow in Geology - Cal-Tech. 1926
Research Fellow in Economic Geology, 1927-1931
In charge of Calif, Inst. of Tech. - Paleontological Field Work in Mexico, 1930-1940

Education and experience 1925-1936 under guidance of the late Dr. L. D. Ricketts. Research fellowships granted for study of Latin-American ore deposits and operations. Averaged 3 months per year study at Cal-Tech and remaining time with major commercial companies.

Experience: 1925 Southern California Edison Company, Surveyor.
1929-1931 Oposura Project, Moctezuma, Sonora, Mexico, General Superintendent.
1931-1933 El Arco Mines, Lower California, Mexico, Manager.
1933-1934 American Smelting & Refining Company, Consulting Engineer.
1934-1944 Consulting Practice, Mills Bldg., El Paso, Texas.
1940-1943 Krome Corporation, Consulting Engineer.
1944-1945 Joshua Hendy Iron Works, Research.
1945-1949 Pacific Bridge Company, worked on chromium program.
1949-1950 Aspen project, Humphreys Gold Corporation.
1949-1953 New Caledonian project, chrome.
1953-1955 Western-Knapp Engineering Co., continued work on chrome project.
1956 - United Western Minerals Company, Consulting Engineer.

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
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Marvin C. Chase: Age: 38

Education: Graduate State College of Washington, June 1948. B. S. degree in Mining Engineering, minor in Geology and Mathematics, Secretary-Treasurer Sigma Gamma Epsilon, Mining Honorary. President of Associated Muckers. Member of A.I.M.E. Sigma Nu Fraternity.

Experience: 1943-1951 Pend O'Reille Mines and Metals Company, Mining Engineer and Mine Shift Boss.
1951-1952 American Lead and Zinc Company, Mining Engineer and Mine Shift Boss.
1953-1955 U. S. Atomic Energy Commission, Denver Exploration Branch, Mining Engineer.
1955-1956 Farmington Funding Corporation, Director, Mining Division.
1956-1957 Juniper Oil & Mining Company, Superintendent of Mines.
1957 - United Western Minerals Company, District Superintendent.

Gordon O. VeneKlasen Age: 33

Education: Purdue University, pre-engineering.
Michigan College of Mining and Technology, graduated 1950 with B.S. Geology and Physics.

Experience: 1950-1951 Mountain Geophysical Co., Seismic party chief.
1951-1952 Mountain Seismic Co.,Geophysical party chief and supervisor.
1952-1955 Sinclair Oil & Gas Co., Geophysical Supervisor, Research Geologist, and Liaison Geophysicist.
1955-1956 Personal business ventures and consulting in oil and mining.
1957 - United Western Minerals Company, District Geologist.

Fred D. Waltman Age: 36

Education: 1938-1942 Colorado School of Mines, Golden, Colorado. Graduated with Engineer of Mines Degree.

Experience: 1942-1943, United States Vanadium Corporation, Miner and Junior Engineer.
1943-1946 United States Coast Guard.
1946-1947 United States Smelting, Refining, and Mining Company, Safety Engineer.
1947-1954 National Lead Company, from Engineer to Mine Superintendent.
1955-1956 St. Joseph Lead Company, Mine Superintendent.
1957, Florida Manganese, Inc., Deming, New Mexico, General Superintendent.
1957 - United Western Minerals Company, Mining Engineer

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

6. Estimate of Costs:

Phase I Drilling

(a) Independent Contracts

Drilling Non-Core	Estimated Cost /Foot	Total Cost
73,200' to aver. depth of 200'	$1.50	$109,800.00
18,750' to aver. depth of 250'	1.60	30,000.00
26,000' to aver. depth of 500'	2.10	54,600.00
117,950'		194,400.00

Gamma Ray Logging

117,950' @$0.10 /foot — 11,795.00

Diamond Drilling Core

2,500' @$3.50 /foot — 8,750.00

Drill road construction - D-8 Bulldozer

Estimated 900 hours @$17.00 /hour — 15,300.00

(b) Personal Services

	Salary	4 Months	
Consulting-Supervising Engineer	@$1,000 mo.	4,000	
Project Engineer	800	3,200	
Chief Geologist	750	3,000	
Four Geologists (2 rigs each)	500	8,000	
Engineer (Surveyor)	650	2,600	
Two Surveyor Helpers	350	2,800	
Two Draftsmen	400	3,200	
Stenographer	250	1,000	
Clerical and Bookeeping	400	1,600	
		29,400	29,400.00

(c) Operating Materials and Supplies

Fuel, oil, and maintenance on 6 Jeep Station wagons @$125.00/mo. each, 4 mos.	3,000	
Repairs, batteries, and electrical supplies for geiger counters and scintillators - 4 mos. $150.00 /mo.	600	
Drafting supplies, prints, copy work, etc. @$300.00 /mo.	1,200	
	4,800	4,800.00

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

6. (d) Operating Equipment

No.	Unit	Rental /mo. or Purchase	Total 4 mos.	
6	Jeep station wagons	$ 200.00	$4,800.00	
6	Scintillators	275.00 ea.	1,650.00	
6	Brunton compasses	55.00 ea.	330.00	
1	set Transit and Survey Equip.	75.00	300.00	
	Drafting Equipment Rental	75.00	300.00	
			7,380.00	7,380.00

(e) None

(f) New buildings, fixtures, installations, etc.

Unit	No.	Rent	
Field office	1	$100 /mo.	400.00

(g) Miscellaneous

Assaying (Uranium)

1200 chemical assays @$4.00 ea.	$4,800.00	
400 radiometric assays @$2.00 ea.	800.00	
Accounting (Santa Fe) New Mexico, Workman's Compensation, insurance, payroll taxes, etc. @$2,000 /mo.	8,000.00	
	13,600.00	13,600.00
Total Phase I Drilling		$285,825.00

Phase I - Drifts & Raises

*Unit Costs

500' 4x6 drift @$40.00 /linear foot	20,000.00	
100' 4x4 (in the clear) raises @$40.00 /linear foot	4,000.00	
Timbering (drifts) as required but not exceeding 200' total @$5.00 /linear foot	1,000.00	
Timbering (raises) as required but not exceeding 75' total @$10.00 /linear foot	750.00	
Preparation work - Bulldozer work 16 hours @$17.00 /hr.	272.00	
Total Phase I - Drift & Raises	26,022.00	$26,022.00

*See Addendum for breakdown of estimated costs of Drifting and Raises.

Summary of Estimated Costs of Phase I.

1.	Drilling Program	$285,825.00
2.	Drifts and Raises	26,022.00
	Total Phase I	$311,847.00

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7. (a) We are prepared to furnish our share of the cost of the proposed project in accordance with the regulations on Government participation stated in Sec. 7 of DMEA Order-I, Revised.

(b) We are prepared to furnish our share of the costs by providing money, use of equipment owned by us, personnel, etc.

ADDENDUM

DMEA
RECEIVED JAN 16 1958

UNITED WESTERN MINERALS COMPANY
136 W. Palace Avenue
Santa Fe, New Mexico

ADDENDUM

ESTIMATE OF COSTS - DRIFTS AND RAISES

500' of 4'x6' drift @10' /day = 50 days = 2 months

6.	(a) Preparation work - Bulldozer work 2 days = 16 hrs. @$17.00 /hr.	$ 272.00
6.	(b) Personal Services	
	4 men per shift x 2 shift @$16.00 = $138.67 /day x 50 days =	6,933.50
	Supervision $800 /month x 2 mos. =	1,600.00
		$8,533.50
6.	(c) Operating materials and supplies	
	1000 ft of 16# rail, switches etc.	1,066.00
	Fist plates, track bolts and spikes	100.00
	200 ties 500 bd. ft. of 4x6x12¢	60.00
	6 shovels	25.00
	500 ft. 1" pipe	125.00
	500 ft. 2" pipe	200.00
	Water tank w/fittings	100.00
	Miscellaneous tools, etc.	250.00
	Powder, fuse and caps	1,500.00
	Fuel oil, lube oil, etc. est.	250.00
	Drill steel and bits	500.00
		$4,176.00
6.	(d) Operating Equipment	
	Eimco 12 B (rental) est.	1,000.00
	4 - 1 ton mine cars used	800.00
	2 Jack legs and machines	2,000.00
	Set of 50' hoses w/fittings	100.00
	Compressor 210 cfm (rental)	850.00
		$4,750.00
6.	(e) None.	
6.	(f) None.	
6.	(g) Repairs on equipment est. $50 /wk x 8 =	400.00
	Accounting $7.50 /day x 50 days	375.00
	W.C., PL, PD @15% of 6(b) + $375.00	1,336.28
	Assays 100 for U_3O_8 @$4.00	400.00
		$2,511.28

100' of 4x4 (in the clear) raise @10'/day = 10 days
Plus 1 day preparation

6.	(b) Personal Services	
	4 men /shift x 2 shift @$16.00 = $138.67 /day x 11 days	1,525.37
	Supervision $26.91 /day x 11	296.01
		$1,821.38
6.	(c) Operating materials and supplies	
	Ladders 100 feet	150.00
	Powder, fuse and caps	400.00
	Fuel oil, lube oil, etc.	75.00
	Drill steel and bits	125.00
		$ 750.00

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136 W. Palace Avenue
Santa Fe, New Mexico

6. (d) Operating Equipment

1 Stoper leg	350.00
Eimco 12 B rental	230.00
Compressor 210 cfm rental	300.00
	$ 880.00

6. (e) None

6. (f) None

6. (g)

Repairs on equipment $50 /wk x 2	100.00
Accounting $7.50 /day x 11	82.50
WC, PL, PD @15% of 6(b) + $82.50	285.58
Assays 20 for U_3O_8 @$4.00	80.00
	$ 548.08

Timbering in drift $5.00 /foot not to exceed 200 feet

6. (b) Personal services

2 men 3/8 shift = $3/4 \times 16 \times \frac{6\frac{1}{2}}{6}$ = $13.00 ÷ 5 = $2.60 ft

6. (c) Operating materials and supplies

Posts 6"x6" 2@6' = 12'
Caps 6"x6" 1@5' = 5'
17' x3=51 bd ft /5 feet
Lagging 2"x12"x6'= 48 bd ft /5 feet
100 bd ft /5 feet
x 12¢
$12.00 ÷ 5 = $2.40 ft
Total $5.00

6. (d) 1 Air chain saw $150.00

6. (e) none

6. (f) none

6. (g) none

Timbering in raise $10.00 /ft not to exceed 75 ft.

6. (b) Personal Services

2 men 1/2 shift, etc. $3.47 /ft.

6. (c) Operating materials and supplies

Stulls 6"x6" 4@5' = 20x3 = 60 bd ft /5 feet
Posts 6"x6" 4@4½'= 18x3 = 54 bd ft /5 feet
Lagging 2x12x5' = 10x16 = 160 bd ft /5 feet
274 bd ft /5 feet
x 12¢
$32.88 ÷ 5 = $6.58 /ft.
Total $10.05

RECAP

Preparation	$ 272.00
500' of 4x6 drift $19,970.78 ÷ 500 =	40.00 /ft.
100' of 4x4 raise $3,999.46 ÷ 100 =	40.00 /ft.
Drift timber	5.00 /ft.
Raise timber	10.00 /ft.

TRUE COPIES OF
LEASES, ETC.

JAMES HARRISON HAWTHORNE
ATTORNEY AND COUNSELOR AT LAW
HARRISON BUILDING
CANON CITY, COLORADO

December 18, 1957

Mr. Norman S. Dike, Vice President
United Western Minerals Company
P. O. Box 381
Santa Fe, New Mexico

RECEIVED
DEC 23 1957

Dear Norman:

I am enclosing the original copy of a letter dated November 28, 1957 addressed to the Company which has been signed by Elmer J. Smaller, et al in connection with the sale to the Company of the F. & S., Marie and Doris groups of mining claims in Park County, Colorado. I have also had a duplicate copy of this letter signed by the same parties, and I am delivering it to Marvin Chase for his files. The deed referred to in the letter is the same one about which I wrote to you on December 12, 1957. I do not yet have the book and page numbers of the amended location certificates, and hence I have delayed recording the deed. Mr. Fontecchio has assured me, however, that the amended location certificates should be returned any day.

Mr. Simpson, Sr. has been inquiring as to the status of some of the transactions involving claims in this area, and one of his inquiries has related to the Tiny Tim group of claims. This transaction has been completed, and I am returning to you the recorded deed on these claims which has been given by Arthur E. West and Margaret L. McCartney to the Company.

The Park County Abstract Company has apparently forwarded statements to the Santa Fe office of the Company for the cost of preparing the abstracts of title for Smaller et al on the F. & S., Marie and Doris groups of claims. When I closed with Smaller I discovered that the Company had paid the abstract cost, and hence I have obtained a check from J. T. Fontecchio payable to the Company in the amount of $222.50 which will reimburse the Company for the abstract expense. I am enclosing this check in this amount.

Sincerely yours,

J. H. HAWTHORNE

Enclosures

November 28, 1957

United Western Minerals Company
136 West Palace Avenue
Santa Fe, New Mexico

Sirs:

This letter will supplement our quit-claim deed of even date by which we have conveyed to you the F. & S. Nos. 1 to 12, inclusive, Marie Nos. 1 to 9, inclusive, and Doris Nos. 1 to 7, inclusive, unpatented lode mining claims in Park County, Colorado for the sum of $7700.00 and other considerations, which sum represents payment at the rate of $275.00 for each claim.

We understand that The Federal Land Bank of Wichita, Wichita, Kansas has claimed ownership of one-half of the mineral rights in a portion of the land on which the aforesaid mining claims are located. We represent that we have previously investigated the matter and that there is no validity to the claim of The Federal Land Bank of Wichita. Therefore, based on our assurance to you that our claims do not conflict with the ownership of mineral rights by The Federal Land Bank of Wichita, you have consented to make payment to us for all of the above-described mining claims without completing a full investigation of the title thereto.

Such being the case, we consent and agree that should it be established that any mineral rights, in any part of the land in Park County, Colorado on which the aforesaid mining claims are located, are validly held by any person other than United States, we will repay to you, upon your demand, such sum of money, at the rate of $275.00 per claim, as shall represent those lode mining claims which we have located on land which it is established is not open for location or mineral entry.

Yours very truly,

ELMER J. SMALLER

J. T. FONTECCHIO, also known as JOHN T. FONTECCHIO

FRANK C. TOKARZ

[illegible] Made this 25th day of October in the year of our [illegible] Nineteen hundred and Fifty-seven between

ARTHUR E. WEST and MARGARET L. MC CARTNEY

of the County of Park and State of Colorado, of the first part, and

UNITED WESTERN MINERALS COMPANY, a Delaware corporation

[illegible] of the second part,

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS----------[illegible] to the said part ies of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey and Quit-Claim unto the said part y of the second part, its/successors and assigns, forever, all the right, title, interest, claim and demand which the said part ies of the first part ha ve in and to the following described mines, mining property and lode mining claims situate, lying and being in the County of Park and State of Colorado, to-wit:

Name of Claim	Book	Page
Tiny Tim No. 1	43	651
Tiny Tim No. 2	43	652
Tiny Tim No. 3	43	653
Tiny Tim No. 4	43	654
Tiny Tim No. 5	43	655
Tiny Tim No. 6	43	656
Tiny Tim No. 7	43	657
Tiny Tim No. 8	43	658

Reserving to the parties of the First Part, their heirs, personal representatives and assigns, a royalty of seven and one-half (7½) per cent, based upon ore buying station or mill receipts for all uranium and other ore mined and sold, including any A.E.C. production bonus, but excluding any A.E.C. development or haulage allowance; and in the event no A.E.C. haulage allowance is paid, cost of haulage shall be deducted in computing the aforesaid royalty.

As long as the party of the second part desires to retain the aforesaid claims, it shall maintain them in good standing, and in the event the party of the second part desires to relinquish any or all of such claims, it shall give sixty (60) days written notice thereof to the parties of the first part and title to the same shall revert to the parties of the first part, their heirs, personal representatives and assigns, upon filing notice as to those claims which are relinquished; and if the same be abandoned without being formally relinquished, upon proof of abandonment title shall revert to the parties of the first part, their heirs, personal representatives and assigns, as to those claims which are proven to have been abandoned.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part ies of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part y of the second part, its/successors and assigns, forever.

In Witness Whereof, The said part ies of the first part have hereunto set their hand s and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Arthur E. West (Seal)
Margaret L. McCartney (Seal)
(Seal)
(Seal)

STATE OF COLORADO, } ss.
County of Fremont

The foregoing instrument was acknowledged before me this 25th day of October, 19 57 Arthur E. West and Margaret L. McCartney.

Witness my hand and official seal.
My commission expires January 20, 1961.

[illegible] NOTARY PUBLIC

140621 COMPARED

No.

Quit-Claim Deed

ARTHUR E. WEST and
MARGARET L. MC CARTNEY

TO

UNITED WESTERN MINERALS COMPANY

STATE OF COLORADO,
County of Park } ss.

I hereby certify that this Deed was filed for Record on the 15th day of Nov.,
A. D. 1957, at 1:02 o'clock P.M., in my office, and duly recorded in Book 151
Page No. 176

RECORDER

By DEPUTY

Fee $4.40

WHEN RECORDED RETURN TO

Rec. 1.10

5¢ refund

Reception No. [illegible] Book 351 Page [illegible] Fee $ 7/70 by [illegible]

Rev. 6/57 IC

File MC 20034 cls.

MINING LEASE

THIS AGREEMENT, made and entered into as of the 2nd day of July, 1957 between

CLARENCE DREWES and LULU MELVILLE

(hereinafter called the "Lessor") and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation having its principal operating office at Santa Fe, New Mexico (hereinafter called "Lessee"),

W I T N E S S E T H :

1. The Lessor, for and in consideration of the sum of Fifteen Hundred Dollars ($1500.00) to him in hand paid, the receipt of which is hereby acknowledged, and of the covenants, agreements and royalties hereinafter reserved, by the Lessee to be paid, kept and performed, has granted and leased, and by these presents does hereby grant and lease unto the Lessee those certain mining claims and mining property situate, lying and being in the County(ies) of Fremont and State of Colorado, as shown on Exhibit A attached hereto and made a part hereof, for the purpose of mining and removing therefrom the minerals and mineral ores of every kind and character which may be contained therein, both metallic and non-metallic, and including uranium, uranium bearing ores and any other source material for fissionable products, whether such minerals or ores be found in veins, placers, strata, or otherwise, together with the right to drill, prospect and explore for all such minerals thereon, and to build roads, tanks, and other structures thereon, including telephone and electric power lines, pipe lines and other utility lines, and generally to use and occupy so much of the surface of the said premises as may be necessary or useful in connection with the mining operations of the Lessee and the treating and transporting of minerals thereon,

TO HAVE AND TO HOLD said demised premises unto the Lessee, its successors and assigns, for a primary term of one (1) year from the date hereof, together with the right and option to renew this lease from year

FEE PAID UNDER S. B. No. 222 $ [illegible]
FEE PAID UNDER PROTEST [illegible]
FEE EXCUSED.....

to year, upon the expiration of the primary term, for a secondary term not to exceed twenty-nine (29) years, upon the payment of the annual rental provided in subparagraph 2(A) hereof.

2. The Lessee shall pay or cause to be paid to the Lessor;

(A). An annual rental of Five Dollars ($5.00) per acre

for the mining claims and mining property described in Exhibit A, payable in advance on the anniversary date of this lease for each year for which the Lessee has exercised its right and option to renew this lease.

(B). As royalty a sum equal to seven and one-half per cent (7½%) of the receipts from the sale of ore extracted from the said premises, the same to be free and clear of all costs and expenses of exploration, development and mining, to be computed in the following manner:

(a). If the ore is sold to or for the account of the Atomic Energy Commission or any other authorized governmental agency, and a price schedule has been established by such agency and is in effect at the time of the sale thereof, such royalty shall be based on the ore buying station or mill receipts, including any governmental development or production bonus, but excluding any haulage allowance. If no hauling allowance is paid, the cost of haulage shall be deducted from the buying station or mill receipts in computing the aforesaid royalty.

(b). In all cases where such ores are not sold to or for the account of the United States Government, such royalty shall be computed on the net mill or smelter returns, which shall be determined after deducting the smelting or mill charges, and treatment and transportation charges, and such royalty shall be remitted by the mill or smelter directly to the Lessor, unless otherwise directed in writing by the Lessor.

(c). All royalties not paid directly to the Lessor by the buyer of such ores shall be paid to the Lessor on or before the expiration of thirty (30) days following the receipt of payment for such ores by the Lessee. All royalties not paid directly to the Lessor shall be deposited

by the Lessee to the account of the Lessor in The Fremont County National Bank of Canon City at Canon City, Colorado or its successors, which bank and its successors are hereby designated the Lessor's Agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes in ownership of said demised premises or of the minerals therein or the rentals and royalties to accrue thereunder. All payments or tenders may be made by check or draft of Lessee, or its assignee. Notwithstanding the death of the Lessor, or his successors in interest, the payment or tender of rentals in the manner provided above shall be binding upon the heirs, executors, administrators and assigns of the Lessor.

(d) In all cases, the royalty payments shall bear their proportionate part of all taxes now or hereafter levied upon the production or severance of ore hereunder.

(e) Any rental paid to the Lessor by Lessee shall be applied in reduction of the royalty herein referred to.

(f) The Lessee shall keep accurate account of all mining operations including all data necessary to the correct computation of the royalty due hereunder, and shall make such records available for inspection to Lessor at reasonable times upon Lessor's request.

4. In case the Lessor owns a lesser interest in the demised premises than the entire estate therein, the rentals and royalties herein provided shall be paid or delivered to and shall accrue to the credit of the Lessor only in the proportion which his interest bears to the whole undivided estate.

5. The Lessee shall during the life of this lease perform the annual assessment work, file such affidavits as may be required by law with respect to such work, and otherwise maintain the claims comprising the demised premises in good standing.

6. The Lessee shall have the right at any time during and after the expiration of this lease to remove all property and fixtures placed by Lessee on the demised premises.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership of the claims comprising the demised premises, or the royalties payable thereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If the Lessor assigns or transfers any segregated portion of the leased premises less than the whole thereof, the Lessee shall not be obligated to make any effort to ascertain the amount of ore removed from such segregated portion. No sale or assignment by the Lessor shall be binding on the Lessee until the Lessee is furnished with a certified copy of a recorded instrument evidencing the same. If ten (10) or more parties become entitled to the royalty hereunder the Lessee may withhold payment thereof, unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment or delivery for all such parties at the depository designated in subparagraph 2 (B) (c) hereof.

8. The Lessor hereby warrants and agrees to defend the title to the demised premises against all persons lawfully claiming by, through or under the Lessor, but not otherwise, and agrees that the Lessee, at its option, may discharge any taxes, mortgages, or other liens upon the claims comprising the demised premises which result from any indebtedness or liability of the Lessor, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accrued hereunder towards satisfying the same.

9. The Lessee shall at all times comply with the workmen's compensation and industrial disease laws of Colorado.

10. The Lessee may, at its option, take whatever action may be reasonably necessary to establish marketable title to the aforesaid mining claims for the benefit of the Lessor's title, in which event the reasonable cost thereof, but not exceeding One Hundred Dollars ($100.00) per claim, shall be deducted from any rental hereafter paid the Lessor by the Lessee.

The Lessor shall, at the request of the lessee, execute whatever instruments may be reasonably necessary, and in all other ways co-operate with the Lessee, to establish marketable title.

14. The pvorisions of this lease shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto; and the use of the work "Lessor" shall be construed to mean and include any person, persons, firm or corporation named as a Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Lulu Melville

Clarence Drewes

Lessor

UNITED WESTERN MINERALS COMPANY
Lessee

By Norman S. Dike

Vice President
Title

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 2nd day of July, 1957 by Lulu Melville and Clarence Drewes, and by Norman S. Dike, as Vice President of United Western Minerals Company.

Witness my hand and official seal.

My commission expires: February 28, 1961.

Notary Public

EXHIBIT A

Attached to lease dated July 2, 1957 between Clarence Drewes and Lulu Melville, Lessor, and United Western Minerals Company, Lessee, showing mining claims referred to in paragraph 1, as follows:

Drew Nos. 1 to 4, inclusive, and Drew No. 6 unpatented lode mining claims, the location certificates for which are recorded in Book 361 at Pages 155 to 161, inclusive, and 165, and an amended location certificate for the Drew No. 6 being recorded in Book 378 at Page 454, all in the office of the County Clerk and Recorder of Fremont County, Colorado.

Rec. 6/57 AC
Serial C 20025 Colo

MINING LEASE

THIS AGREEMENT, made and entered into as of the 2nd day of July, 1957 between

ELMER J. SMALLER, ROBERT L. TAYLOR and
JOHN T. PONTECCHIO

(hereinafter called the "Lessor") and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation having its principal operating office at Santa Fe, New Mexico (hereinafter called "Lessee"),

W I T N E S S E T H :

1. The Lessor, for and in consideration of the sum of Forty-two Hundred Dollars ($ 4200.00) to him in hand paid, the receipt of which is hereby acknowledged, and of the covenants, agreements and royalties hereinafter reserved, by the Lessee to be paid, kept and performed, has granted and leased, and by these presents does hereby grant and lease unto the Lessee those certain mining claims and mining property situate, lying and being in the County(ies) of Fremont and State of Colorado, as shown on Exhibit A attached hereto and made a part hereof, for the purpose of mining and removing therefrom the minerals and mineral ores of every kind and character which may be contained therein, both metallic and non-metallic, and including uranium, uranium bearing ores and any other source material for fissionable products, whether such minerals or ores be found in veins, placers, strata, or otherwise, together with the right to drill, prospect and explore for all such minerals thereon, and to build roads, tanks, and other structures thereon, including telephone and electric power lines, pipe lines and other utility lines, and generally to use and occupy so much of the surface of the said premises as may be necessary or useful in connection with the mining operations of the Lessee and the treating and transporting of minerals thereon,

TO HAVE AND TO HOLD said demised premises unto the Lessee, its successors and assigns, for a primary term of one (1) year from the date hereof, together with the right and option to renew this lease from year

FEE PAID UNDER S. B. No. 222 $
FEE PAID UNDER PROTEST
FEE EXCUSED

to year, upon the expiration of the primary term, for a secondary term not to exceed twenty-nine (29) years, upon the payment of the annual rental provided in subparagraph 2(A) hereof.

2. The Lessee shall pay or cause to be paid to the Lessor:

(A). An annual rental of Five Dollars ($5.00) per acre

for the mining claims and mining property described in Exhibit A, payable in advance on the anniversary date of this lease for each year for which the Lessee has exercised its right and option to renew this lease.

(B). As royalty a sum equal to seven and one-half per cent (7½%) of the receipts from the sale of ore extracted from the said premises, the same to be free and clear of all costs and expenses of exploration, development and mining, to be computed in the following manner:

(a). If the ore is sold to or for the account of the Atomic Energy Commission or any other authorized governmental agency, and a price schedule has been established by such agency and is in effect at the time of the sale thereof, such royalty shall be based on the ore buying station or mill receipts, including any governmental development or production bonus, but excluding any haulage allowance. If no hauling allowance is paid, the cost of haulage shall be deducted from the buying station or mill receipts in computing the aforesaid royalty.

(b). In all cases where such ores are not sold to or for the account of the United States Government, such royalty shall be computed on the net mill or smelter returns, which shall be determined after deducting the smelting or mill charges, and treatment and transportation charges, and such royalty shall be remitted by the mill or smelter directly to the Lessor, unless otherwise directed in writing by the Lessor.

(c). All royalties not paid directly to the Lessor by the buyer of such ores shall be paid to the Lessor on or before the expiration of thirty (30) days following the receipt of payment for such ores by the Lessee. All royalties not paid directly to the Lessor shall be deposited

by the Lessee to the account of the Lessor in The Fremont County National Bank of Canon City at Canon City, Colorado or its successors, which bank and its successors are hereby designated the Lessor's Agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes in ownership of said demised premises or of the minerals therein or the rentals and royalties to accrue thereunder. All payments or tenders may be made by check or draft of Lessee, or its assignee. Notwithstanding the death of the Lessor, or his successors in interest, the payment or tender of rentals in the manner provided above shall be binding upon the heirs, executors, administrators and assigns of the Lessor.

(d) In all cases, the royalty payments shall bear their proportionate part of all taxes now or hereafter levied upon the production or severance of ore hereunder.

(e) Any rental paid to the Lessor by Lessee shall be applied in reduction of the royalty herein referred to.

(f) The Lessee shall keep accurate account of all mining operations including all data necessary to the correct computation of the royalty due hereunder, and shall make such records available for inspection to Lessor at reasonable times upon Lessor's request.

4. In case the Lessor owns a lesser interest in the demised premises than the entire estate therein, the rentals and royalties herein provided shall be paid or delivered to and shall accrue to the credit of the Lessor only in the proportion which his interest bears to the whole undivided estate.

5. The Lessee shall during the life of this lease perform the annual assessment work, file such affidavits as may be required by law with respect to such work, and otherwise maintain the claims comprising the demised premises in good standing.

6. The Lessee shall have the right at any time during and after the expiration of this lease to remove all property and fixtures placed by Lessee on the demised premises.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership of the claims comprising the demised premises, or the royalties payable thereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If the Lessor assigns or transfers any segregated portion of the leased premises less than the whole thereof, the Lessee shall not be obligated to make any effort to ascertain the amount of ore removed from such segregated portion. No sale or assignment by the Lessor shall be binding on the Lessee until the Lessee is furnished with a certified copy of a recorded instrument evidencing the same. If ten (10) or more parties become entitled to the royalty hereunder the Lessee may withhold payment thereof, unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment or delivery for all such parties at the depository designated in subparagraph 2 (D) (c) hereof.

8. The Lessor hereby warrants and agrees to defend the title to the demised premises against all persons lawfully claiming by, through or under the Lessor, but not otherwise, and agrees that the Lessee, at its option, may discharge any taxes, mortgages, or other liens upon the claims comprising the demised premises which result from any indebtedness or liability of the Lessor, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accrued hereunder towards satisfying the same.

9. The Lessee shall at all times comply with the workmen's compensation and industrial disease laws of Colorado.

10. The Lessee may, at its option, take whatever action may be reasonably necessary to establish marketable title to the aforesaid mining claims for the benefit of the Lessor's title, in which event the reasonable cost thereof, but not exceeding One Hundred Dollars ($100.00) per claim, shall be deducted from any rental hereafter paid the Lessor by the Lessee.

The Lessor shall, at the request of the Lessee, execute whatever instruments may be reasonably necessary, and in all other ways co-operate with the Lessee, to establish marketable title.

11. The pvorisions of this lease shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto; and the use of the work "Lessor" shall be construed to mean and include any person, persons, firm or corporation named as a Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Elmer J. Smaller

Robert L. Taylor

John T. Fontecchio

Lessor

UNITED WESTERN MINERALS COMPANY
Lessee

By Norman S. Dike

Vice President
Title

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 2nd day of July, 19 57 by Elmer J. Smaller, Robert L. Taylor, John T. Fontecchio and Norman S. Dike, Vice President of United Western Minerals Company.

Witness my hand and official seal.

My commission expires: February 28, 1961.

Notary Public

EXHIBIT A

Attached to lease dated July 2, 1957 between Elmer J. Smaller, Robert L. Taylor and John T. Fontecchio, Lessor, and United Western Minerals Company, Lessee, showing unpatented mining claims referred to in paragraph 1, as follows:

Sharon K.Nos. 22 to 26, inclusive, the location certificates for which are recorded in Book 350 at Pages 372 to 376, and amended location certificate for the Sharon K. No. 26 being recorded in Book 377 at Page 265; Sharon K. Nos. 27 and 28, amended location certificates for which are recorded in Book 377 at Pages 264 and 266; Sweede Nos. 1 to 5, inclusive, the location certificates for which are recorded in Book 377 at Pages 257 to 261, inclusive; and Sonny Nos. 1 and 2, the location certificates for which are recorded in Book 377 at Pages 262 and 263; all in the office of the County Clerk and Recorder of Fremont County, Colorado.

[illegible]

THIS AGREEMENT, made and entered into as of the 2nd day of July, 1957, between

ROBERT L. TAYLOR, also known as R. L. TAYLOR and as ROBERT TAYLOR, ELMER J. SMALLER and JOHN T. PONTECORVO

(hereinafter called the "Lessor") and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation having its principal operating office at Santa Fe, New Mexico (hereinafter called "Lessee"),

W I T N E S S E T H :

1. The Lessor, for and in consideration of the sum of Eleven Thousand Four Hundred Dollars ($ 11,400.00) to him in hand paid, the receipt of which is hereby acknowledged, and of the covenants, agreements and royalties hereinafter reserved, by the Lessee to be paid, kept and performed, has granted and leased, and by these presents does hereby grant and lease unto the Lessee those certain mining claims and mining property and the deeded land situate, lying and being in the County(ies) of Fremont and State of Colorado, as shown on Exhibit A attached hereto and made a part hereof, for the purpose of mining and removing therefrom the minerals and mineral ores of every kind and character which may be contained therein, both metallic and non-metallic, and including uranium, uranium bearing ores and any other source material for fissionable products, whether such minerals or ores be found in veins, placers, strata, or otherwise, together with the right to drill, prospect and explore for all such minerals thereon, and to build roads, tanks, and other structures thereon, including telephone and electric power lines, pipe lines and other utility lines, and generally to use and occupy so much of the surface of the said premises as may be necessary or useful in connection with the mining operations of the Lessee and the treating and transporting of minerals thereon.

TO HAVE AND TO HOLD said demised premises unto the Lessee, its successors and assigns, for a primary term of one (1) year from the date hereof, together with the right and option to renew this lease [illegible]

FEE PAID UNDER S. B. No. 222 $
FEE PAID UNDER PROTEST
FEE EXCUSED

to year, upon the expiration of the primary term, for a secondary term not to exceed twenty-nine (29) years, upon the payment of the annual rental provided in subparagraph 2(A) hereof.

2. The Lessee shall pay or cause to be paid to the Lessor:

(A). An annual rental of One Dollar ($1.00) per acre for the deeded land and Five Dollars ($5.00) per acre for the mining claims and mining property described in Exhibit A, payable in advance on the anniversary date of this lease for each year for which the Lessee has exercised its right and option to renew this lease.

(B). As royalty a sum equal to seven and one-half per cent (7½%) of the receipts from the sale of ore extracted from the said premises, the same to be free and clear of all costs and expenses of exploration, development and mining, to be computed in the following manner:

(a). If the ore is sold to or for the account of the Atomic Energy Commission or any other authorized governmental agency, and a price schedule has been established by such agency and is in effect at the time of the sale thereof, such royalty shall be based on the ore buying station or mill receipts, including any governmental development or production bonus, but excluding any haulage allowance. If no hauling allowance is paid, the cost of haulage shall be deducted from the buying station or mill receipts in computing the aforesaid royalty.

(b). In all cases where such ores are not sold to or for the account of the United States Government, such royalty shall be computed on the net mill or smelter returns, which shall be determined after deducting the smelting or mill charges, and treatment and transportation charges, and such royalty shall be remitted by the mill or smelter directly to the Lessor, unless otherwise directed in writing by the Lessor.

(c). All royalties not paid directly to the Lessor by the buyer of such ores shall be paid to the Lessor on or before [illegible] of ninety (90) days following the receipt of payment [illegible] from [illegible]. All royalties not paid directly to the Lessor [illegible]

by the Lessee to the account of the Lessor in the Fremont County National Bank of Canon City at Canon City, Colorado or its successors, which bank and its successors are hereby designated the Lessor's Agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes in ownership of said demised premises or of the minerals therein or the rentals and royalties to accrue thereunder. All payments or tenders may be made by check or draft of Lessee, or its assigns. Notwithstanding the death of the Lessor, or his successors in interest, the payment or tender of rentals in the manner provided above shall be binding upon the heirs, executors, administrators and assigns of the Lessor.

(d) In all cases, the royalty payments shall bear their proportionate part of all taxes now or hereafter levied upon the production or severance of ore hereunder.

(e) Any rental paid to the Lessor by Lessee shall be applied in reduction of the royalty herein referred to.

(f) The Lessee shall keep accurate account of all mining operations including all data necessary to the correct computation of the royalty due hereunder, and shall make such records available for inspection to Lessor at reasonable times upon Lessor's request.

4. In case the Lessor owns a lesser interest in the demised premises than the entire estate therein, the rentals and royalties herein provided shall be paid or delivered to and shall accrue to the credit of the Lessor only in the proportion which his interest bears to the whole undivided estate.

5. The Lessee shall during the life of this lease perform the annual assessment work, file such affidavits as may be required by law with respect to such work, and otherwise maintain the claims comprising the demised premises in good standing.

6. The Lessee shall have the right at any time [illegible]

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership of the claims comprising the demised premises, or the royalties payable thereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If the Lessor assigns or transfers any segregated portion of the leased premises less than the whole thereof, the Lessee shall not be obligated to make any effort to ascertain the amount of ore removed from such segregated portion. No sale or assignment by the Lessor shall be binding on the Lessee until the Lessee is furnished with a certified copy of a recorded instrument evidencing the same. If ten (10) or more parties become entitled to the royalty hereunder the Lessee may withhold payment thereof, unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment or delivery for all such parties at the depository designated in subparagraph 2 (B) (c) hereof.

8. The Lessor hereby warrants and agrees to defend the title to the demised premises against all persons lawfully claiming by, through or under the Lessor, but not otherwise, and agrees that the Lessee, at its option, may discharge any taxes, mortgages, or other liens upon the claims comprising the demised premises which result from any indebtedness or liability of the Lessor, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accrued hereunder towards satisfying the same.

9. The Lessee shall at all times comply with the workmen's compensation and industrial disease laws of Colorado.

10. The Lessee may, at its option, take whatever action may be reasonably necessary to establish marketable title to the aforesaid mining claims for the benefit of the Lessor's title, in which event the reasonable cost thereof, but not exceeding One Hundred Dollars ($100.00) per claim shall be deducted from any rental hereafter paid the Lessor by the Lessee.

The Lessor shall, at the request of the Lessee, execute whatever instruments may be reasonably necessary, and in all other ways cooperate with the Lessee, to establish marketable title.

11. In the event the Lulu Nos. 1 to 10, inclusive, unpatented lode mining claims, the location certificates for which are recorded in Book 347 at Pages 179 to 188, inclusive, of the Fremont County Records, are ever determined to supersede the mining claims shown in Exhibit A, the interest of the Lessor in such Lulu claims shall be deemed to have been leased under this Lease; and any and all interest which the said Elmer J. Smaller and John T. Fontecchio have in the mining claims shown in Exhibit A is also deemed to have been leased under this lease.

12. The provisions of this lease shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto; and the use of the word "Lessor" shall be construed to mean and include any person, persons, firm or corporation named as a Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Robert L. Taylor

Elmer J. Smaller

John T. Fontecchio

Lessor

UNITED WESTERN MINERALS COMPANY
Lessee

By Norman S. Dike
Vice President

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 2nd day of July, 1957 by Robert L. Taylor, also known as R. L. Taylor and as Robert Taylor, Elmer J. Smaller and John T. Fontecchio, and by Norman S. Dike, as President of United Western Minerals Company.

Witness my hand and official seal.

My commission expires: February 28, 19[illegible]

EXHIBIT A

Attached to lease dated July 2, 1957 between Robert L. Taylor, also known as R. L. Taylor and as Robert Taylor, Stuart J. Miller and John D. Waterchido, Lessors, and United Western Minerals Company, Lessee, covering mining claims and deeded land referred to in paragraph 1, as follows:

D.C.Nos. 1 to 10, inclusive, unpatented lode mining claims, the location certificates for which are recorded in Book 377 at Pages 267 to 276, inclusive, in the office of the County Clerk and Recorder of Fremont County, Colorado.

S½SE¼, NW¼SE¼, N½SW¼, SW¼NW¼ of Section 1;
SE¼NE¼, N½SE¼, SW¼, S½NW¼ of Section 2;
SE¼NE¼, E½SE¼ of Section 3;
NE¼NE¼ of Section 10;
W½NW¼ of Section 11;
all in Township 17 South, Range 73 West of the Sixth Principal Meridian.

[illegible] Book [illegible] Page [illegible] Book [illegible] Recorded [illegible]

[illegible]

[illegible]

THIS AGREEMENT, made and entered into as of the 25th day of September, 1957 between

PARKDALE URANIUM CORPORATION, a Colorado corporation, [illegible] (hereinafter called the "Lessor") and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation having its principal operating office at Santa Fe, New Mexico (hereinafter called "Lessee").

W I T N E S S E T H :

1. The Lessor, for and in consideration of the sum of Ten Hundred and Eighty ------- Dollars ($ 1080.00) to him in hand paid, the receipt of which is hereby acknowledged, and of the covenants, agreements and royalties hereinafter reserved, by the Lessee to be paid, kept and performed, has granted and leased, and by these presents does hereby grant and lease unto the Lessee those certain mining claims and mining property situate, lying and being in the County(ies) of Fremont and State of Colorado, as shown on Exhibit A attached hereto and made a part hereof, for the purpose of mining and removing therefrom the minerals and mineral ores of every kind and character which may be contained therein, both metallic and non-metallic, and including uranium, uranium bearing ores and any other source material for fissionable products, whether such minerals or ores be found in veins, placers, strata, or otherwise, together with the right to drill, prospect and explore for all such minerals thereon, and to build roads, tanks, and other structures thereon, including telephone and electric power lines, pipe lines and other utility lines, and generally to use and occupy so much of the surface of the said premises as may be necessary or useful in connection with the mining operations of the Lessee and the treating and transporting of minerals thereon.

TO HAVE AND TO HOLD said demised premises unto the Lessee, its successors and assigns, for a primary term of ten (10) years from the date hereof, together with the right and option to renew said lease from year

ten year, upon the expiration of the primary term, for a secondary term not to exceed twenty-nine (29) years, upon the payment of the annual rental provided in subparagraph 2(A) hereof.

2. The Lessee shall pay or cause to be paid to the Lessor;

(A). An annual rental of Two Dollars ($2.00) per acre

for the mining claims and mining property described in Exhibit A, payable in advance on the anniversary date of this lease for each year for which the Lessee has exercised its right and option to renew this lease.

(B). As royalty a sum equal to seven and one-half per cent (7½%) of the receipts from the sale of ore extracted from the said premises, the same to be free and clear of all costs and expenses of exploration, development and mining, to be computed in the following manner:

(a). If the ore is sold to or for the account of the Atomic Energy Commission or any other authorized governmental agency, and a price schedule has been established by such agency and is in effect at the time of the sale thereof, such royalty shall be based on the ore buying station or mill receipts, including any governmental development or production bonus, but excluding any haulage allowance. If no hauling allowance is paid, the cost of haulage shall be deducted from the buying station or mill receipts in computing the aforesaid royalty.

(b). In all cases where such ores are not sold to or for the account of the United States Government, such royalty shall be computed on the net mill or smelter returns, which shall be determined after deducting the smelting or mill charges, and treatment and transportation charges, and such royalty shall be remitted by the mill or smelter directly to the Lessor, unless otherwise directed in writing by the Lessor.

(c). All royalties not paid directly to the Lessor by the buyers of such ores shall be paid to the Lessor on or before the expiration of thirty (30) days following the receipt of payment for such ores by the buyers. All royalties not paid directly to the Lessor shall be deposited

by the Lessee to the account of the Lessor in The Fremont County National Bank of Canon City at Canon City, Colorado or its successors, which bank and its successors are hereby designated the Lessor's Agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes in ownership of said demised premises or of the minerals therein or the rentals and royalties to accrue thereunder. All payments or tenders may be made by check or draft of Lessee, or its assignee. Notwithstanding the death of the Lessor, or his successors in interest, the payment or tender of rentals in the manner provided above shall be binding upon the heirs, executors, administrators and assigns of the Lessor.

(d) In all cases, the royalty payments shall bear their proportionate part of all taxes now or hereafter levied upon the production or severance of ore hereunder.

(e) Any rental paid to the Lessor by Lessee shall be applied in reduction of the royalty herein referred to.

(f) The Lessee shall keep accurate account of all mining operations including all data necessary to the correct computation of the royalty due hereunder, and shall make such records available for inspection to Lessor at reasonable times upon Lessor's request.

4. In case the Lessor owns a lesser interest in the demised premises than the entire estate therein, the rentals and royalties herein provided shall be paid or delivered to and shall accrue to the credit of the Lessor only in the proportion which his interest bears to the whole undivided estate.

5. The Lessee shall during the life of this lease perform the annual assessment work, file such affidavits as may be required by law with respect to such work, and otherwise maintain the claims comprising the demised premises in good standing.

6. The Lessee shall have the right at any time during and after the expiration of this lease to remove all property and fixtures placed by Lessee on the demised premises.

6.1. It is agreed and understood that all right, title and interest of the Lessor in and to the Shanty Nos. 1 to 8, inclusive, and Shanty Nos. 17 to 20, inclusive, unpatented lode mining claims, for which certificates for which are recorded in Book 331 at page 225 [illegible] and Pages 230 to 237, inclusive, in the archives of the [illegible] in Fremont County, Colorado [illegible]

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change or division in ownership of the claims comprising the demised premises, or the royalties payable thereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. If the Lessor assigns or transfers any segregated portion of the leased premises less than the whole thereof, the Lessee shall not be obligated to make any effort to ascertain the amount of ore remitted from such segregated portion. No sale or assignment by the Lessor shall be binding on the Lessee until the Lessee is furnished with a certified copy of a recorded instrument evidencing the same. If ten (10) or more parties become entitled to the royalty hereunder the Lessee may withhold payment thereof, unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment or delivery for all such parties at the depository designated in subparagraph 2 (B) (c) hereof.

8. The Lessor hereby warrants and agrees to defend the title to the demised premises against all persons lawfully claiming by, through or under the Lessor, but not otherwise, and agrees that the Lessee, at its option, may discharge any taxes, mortgages, or other liens upon the claims comprising the demised premises which result from any indebtedness or liability of the Lessor, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accrued hereunder towards satisfying the same.

9. The Lessee shall at all times comply with the workmen's compensation and industrial disease laws of Colorado.

10. The Lessee may, at its option, take whatever action may be reasonably necessary to establish marketable title to the aforesaid mining claims for the benefit of the Lessor's title, in which event the reasonable cost thereof, but not exceeding One Hundred Dollars ($100.00) per claim, shall be deducted from any rental hereafter paid the Lessor by the Lessee.

The Lessor shall, at the request of the Lessee, execute whatever instruments may be reasonably necessary, and in all other ways co-operate with the Lessee, to establish marketable title.

11. The pvorisions of this lease shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto; and the use of the work "Lessor" shall be construed to mean and include any person, persons, firm or corporation named as a Lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

PARKDALE URANIUM CORPORATION
Lessor

By Joe Dumic
President

ATTEST:

Robert L. McMichael
Secretary

PARKDALE URANIUM CORPORATION COLORADO

~~Lessor~~

UNITED WESTERN MINERALS COMPANY
Lessee

By Alva A. Simpson Jr.
President
Title

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 25th day of September, 1957 by Joe Dumic, as President of Parkdale Uranium Corporation, and by Alva A. Simpson, Jr., as President of United Western Minerals Company.

Witness my hand and official seal.

My commission expires: February 28, 1961.

J. HARRISON HAWTHORNE NOTARY PUBLIC FREMONT COUNTY, COLORADO

Notary Public

EXHIBIT A

Attached to lease dated September 25, 1957 between Parkdale Uranium Corporation, Lessor, and United Western Minerals Company, Lessee, showing mining claims referred to in paragraph 1, as follows:

Treasure Nos. 1 to 22, inclusive, and Florine Nos. 1 to 5, inclusive, the location certificates for which are recorded in Book 376 at Pages 237 to 287, inclusive, in the office of the County Clerk and Recorder of Fremont County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 30th day of August 1957 by and between ELMER J. SMALLER, JOHN T. FONTECCHIO and FRANK C. TOKARZ

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to all of twenty-eight Federal Lode Mining Claims, (hereinafter known as the Doris, Marie and F & S groups, as to which First Party establishes marketable title thereto, referred to as claims), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 90 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 90 day option period, Second Party may purchase all the right, title and interest of First Party in the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: Elmer J. Smaller, 900 Logan Avenue, Canon City, Colorado, and by paying the of $ 275.00 for each claim as to which First Party establishes marketable title thereto.

4. First Party shall retain a royalty, according to the schedule hereinafter set forth, based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, [illegible]

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. [redacted]

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Deed and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. The royalty payable to First Party under paragraph 4 hereof shall be calculated on the following basis:

7½% on ore of any kind having a uranium content of less than .50%;
10% on ore of any kind having a uranium content of at least .50% and less than 1.50%;
12½% on ore of any kind having a uranium content of at least 1.50% and less than 2%; and
[illegible] on ore of any kind having a uranium content of more than 2%.

8.2. [illegible] on behalf Party [illegible] the claims described in [illegible] shall [illegible] thereto in good standing and in the event [illegible] with any or all of them it shall give ninety days' [illegible] on behalf Party of intention [illegible] such [illegible] claims.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstracter to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Norman S. Dike Jr.
~~Vice President~~
~~President~~
Norman S. Dike, Jr.
Vice President

Thomas J. Goodlin

John T. Fontenot

Frank C. Tokarz

OPTION AGREEMENT

THIS AGREEMENT, made this 30th day of August 1957 by and between JOHN R. BEATON, CLAUDE E. MOORE and DAN BEATON (hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to ~~lease~~ purchase all of First Party's right, title and interest in and to ~~any~~ all of twenty-one Federal Lode Mining Claims, as to which First Party establishes marketable title thereto, (hereinafter referred to as claims), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may ~~lease for a period of years with the option to renew the lease from year to year for a maximum term of 99 years upon an annual rental of per claim~~ purchase all the right, title and interest of First Party in ~~any and all of~~ the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: Claude E. Moore, Canon City, Colorado, and by paying the ~~first annual rental~~ sum of $ 100.00 for each claim ~~selected~~ as to which First Party establishes marketable title thereto. ~~and in addition a cash bonus of~~

4. First Party shall retain a 7½% royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. bonuses allocable to any claim that is later surrendered or which Second Party elects to [illegible]

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. ~~It is further agreed that the first and any subsequent annual or rental payment shall be applied in reduction of the royalty referred to above.~~

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such ~~Mining~~ Deed and other instruments as shall be requested by Second Party to ~~have~~ convey to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. As long as Second Party retains the claims described in Paragraph 1, it shall maintain them in good standing; and in the event it desires to relinquish any or all of them it shall give sixty days' written notice thereof to First Party and thereupon quit-claim such claims to First Party.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Norman S. Dike, Jr.
~~Alva A. Simpson, Jr.~~
~~President~~
Norman S. Dike, Jr.
Vice President

John R Beaton

Claude E. Moore

Dan Beaton

EXHIBIT A

Attached to Option Agreement dated August 26, 1957 between John R. Beaton, Claude E. Moore and Dan Beaton, First Party, and United Western Minerals Company, Second Party, showing mining claims in paragraph 1 above as follows:

> Chile 1, Chile 2, Chile No. 3, Chile 4, Chile 5, Chile 6, Chile No. 7 to Chile No. 21, both inclusive, the location certificates for which are recorded in Book 52 at Pages 135 to 143, inclusive, and 145 to 156, inclusive, all in the office of the County Clerk and Recorder of Park County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 25th day of April 1957 by and between GENERAL METALS CORPORATION, a Colorado corporation, sometimes called GENERAL METALS CORP.

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to lease all of First Party's right, title and interest in and to any or all of fifty-one Federal Lode Mining Claims, (hereinafter referred to as claims), located in Saguache, Park and Fremont Counties, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 75 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 75 day option period, Second Party may lease for a period of one year with the option to renew the lease from year to year for a maximum term of 30 years at an annual rental of Two Dollars per acre per claim, subject to the provisions of paragraph 8.1, all the right, title and interest of First Party in any or all of the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: 448 Independence Building, Colorado Springs, Colorado, and by paying the first annual rental of $2.00 per acre for each claim selected, [redacted].

4. First Party shall retain a 7½% royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. It is further agreed that the first and any subsequent annual rental payment shall be applied in reduction of the royalty referred to above.

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Mining Lease and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1 The annual rental to be paid for any or all of the Ray claims in Saguache County, Colorado shall, in the event this option is exercised, be determined by the parties hereto by mutual agreement at price of not less than Two Dollars and not more than Ten Dollars per acre.

8.2. Second party shall during the aforesaid 75 day option period perform the annual assessment work required by law for the assessment year ending June 30, 1957, shall file such affidavits as may be required by law with respect to such work, and shall furnish First Party with certified copies of such affidavits.

8.3. The Second Party shall in all ways comply with the [illegible] [illegible] and [illegible] laws of [illegible].

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A. Simpson, Jr.
Alva A. Simpson, Jr.
President

GENERAL METALS CORPORATION,
a Colorado Corporation

By [illegible]
President

ATTEST: (SEAL)

Arthur F. Weir Jr
Secretary

EXHIBIT A

Attached to Option Agreement dated April 25, 1957 between General Metals Corporation, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in Paragraph 1, as follows:

Joy Nos. 1 to 27, inclusive, lode mining claims, the location certificates for which are recorded in Book 48 at Pages 318 to 334, inclusive, in the office of the County Clerk and Recorder of Park County, Colorado; Big Joe Nos. 1 to 12, inclusive, lode mining claims, the location certificates for which are recorded in Book 356 at Pages 399 to 421, inclusive, in the office of the County Clerk and Recorder of Fremont County, Colorado; and Roy Nos. 1 to 12, inclusive, lode mining claims, the location certificates for which are recorded in Book 271 at Pages 453 to 475, inclusive, in the office of the County Clerk and Recorder of Saguache County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 26th day of August 1957 by and between PHILIP R. LARSON

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to lease all of First Party's right, title and interest in and to 800 acres of fee land [redacted] (hereinafter referred to as the premises [redacted]), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may lease for a period of one year with the option to renew the lease from year to year for a maximum term of 30 years at an annual rental of $1.00 per acre [redacted], all the right, title and interest of First Party in [redacted] the premises referred to in paragraph 1 above by notifying First Party in writing at the following address: Guffey, Colorado, and by paying the first annual rental of $ 1.00 per acre. [redacted]

4. First Party shall retain a [redacted] royalty according to the schedule hereinafter set forth, based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. It is further agreed that the first and any subsequent annual rental payment shall be applied in reduction of the royalty referred to above.

5. First Party at its expense shall promptly make available to Second Party [redacted] such [redacted] documents in its possession relating to its right, title and interest to the [redacted] covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to [redacted] the [redacted] referred to in paragraph 1 above, First Party agrees to execute and deliver such Mining Lease and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the [redacted]

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the [redacted] against all persons [redacted] and further warrants that [redacted] the [redacted] covered by this Agreement are not subject to any royalty or overriding royalty whatsoever.

8.1. The royalty payable to First Party under paragraph 4 hereof shall be calculated on the following basis:

7½% on ore of any kind having a uranium content of less than .50%;
10% on ore of any kind having a uranium content of at least .50% and less than 1.50%;
12½% on ore of any kind having a uranium content of at least 1.50% and less than 2%; and
15% on ore of any kind having a uranium content of more than 2%.

8.2. Second Party shall compensate First Party at the rate of Twenty-five Dollars ($25.00) for each hole drilled on the premises in lieu of any other payment for damages to the surface of the premises. The same payment shall be made during the period of the lease, if this Option is exercised.

9. First Party at its expense will furnish an Abstract of Title to the premises from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Norman S. Dike, Jr.

Norman S. Dike, Jr.
Vice President

Philip E. Swan

EXHIBIT A

Attached to Option Agreement dated August 26, 1957 between Philip E. Larson, First Party, and United Western Minerals Company, Second Party, showing the fee land referred to in paragraph 1, as follows:

NE¼SE¼ of Section 22.

N½SW¼ and NW¼SE¼ of Section 23.

SW¼NW¼ and NW¼SW¼ of Section 26.

S½NE¼, SE¼, SE¼NW¼, NE¼SW¼ and S½SW¼ of Section 27.

SW¼ of Section 32.

All in Township 15 South, Range 74 West of the 6th P.M. in Park County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 18th day of September 1957 by and between CLAUDE E. MOORE and PAUL L. HUNTLEY

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to as to which First Party establishes marketable title thereto, six Federal Lode Mining Claims, (hereinafter referred to as claims), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may purchase all the right, title and interest of First Party in the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: c/o Claude E. Moore, Canon City, Colorado, and by paying the sum of $150.00 for each claim as to which First Party establishes marketable title thereto.

4. First Party shall retain a 7½% royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. [redacted]

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Deed and other instruments as shall be requested by Second Party to convey to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. As long as Second Party retains the claims described in Paragraph 1, it shall maintain them in good standing; and in the event it desires to relinquish any or all of them, it shall give sixty days' written notice thereof to First Party and thereupon quit-claim such claims to First Party.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A Simpson Jr.
Alva A. Simpson, Jr.
President

Paul L Huntley

Claude E. Moore

EXHIBIT A

Attached to Option Agreement dated September 18, 1957 between Claude E. Moore and Paul L. Huntley, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in paragraph 1:

Atomic Nos. 1 to 6, inclusive, the location certificates for which were recorded on September 3, 1957 in Book 54 at Pages 94 to 99, inclusive, in the office of the County Clerk and Recorder of Park County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 28th day of September, 1957 by and between PAUL L. HUNTLEY, FRED A. JONES and CLAUDE E. MOORE

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to as to which First Party establishes marketable title thereto, five Federal Lode Mining Claims, (hereinafter referred to as claims), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may purchase all the right, title and interest of First Party in the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: c/o Claude E. Moore, Canon City, Colorado, and by paying the sum of $ 150.00 for each claim as to which First Party establishes marketable title thereto.

4. First Party shall retain a 7½% royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. ~~It is further agreed that the first and any subsequent annual rental payment shall be applied to reduction of the royalty referred to above.~~

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Deed ~~Mining lease~~ and other instruments as shall be requested by Second Party to ~~lease~~ convey to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

7.1. As long as Second Party retains the claims described in Paragraph 1, it shall maintain them in good standing; and in the event it desires to relinquish any or all of them, it shall give sixty days' written notice thereof to First Party and thereupon quit-claim such claims to First Party.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A Simpson Jr.
Alva A. Simpson, Jr.
President

Paul L Huntley

Fred A Jones

Claude E. Moore

EXHIBIT A

Attached to Option Agreement dated September 28, 1957 between Paul L. Huntley, Fred A. Jones and Claude E. Moore, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in paragraph 1:

> Lava Cap Nos. 1 to 5, inclusive, the location certificates for which were recorded on September 3, 1957 in Book 54 at Pages 88 to 92, inclusive, all in the office of the County Clerk and Recorder of Park County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 7th day of June, 1957 by and between MOUNTAIN VALLEY OIL CORPORATION, an Oklahoma corporation, having its principal operating office at Denver, Colorado (hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to lease all of First Party's right, title and interest in and to any or all of seven (7) Federal Lode Mining Claims, (hereinafter referred to as claims), located in Fremont County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 75 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 75 day option period, Second Party may lease for a period of one year with the option to renew the lease from year to year for a maximum term of 30 years at an annual rental of One Dollar per acre per claim, all the right, title and interest of First Party in any or all of the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: Suite 805, 656 Broadway Building, Denver 3, Colorado, and by paying the first annual rental of $1.00 per acre for each claim selected.

4. First Party shall retain a 15% royalty on the first $10,000.00 of gross ore receipts, and thereafter a royalty of 7½%, based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. It is further agreed that the first and any subsequent annual rental payment shall be applied in reduction of the royalty referred to above.

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Mining Lease and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever, except $10,000.00 payable out of 10% of 3/4 of the gross ore mined, to be paid to W. O. Hardesty, also known as Willard Hardesty, and C. L. Hardesty, and after such payment, then 5% payable to such persons out of 3/4 of the gross ore mined.

9. Second party shall during the aforesaid option period perform the annual assessment work required by law for the assessment

year ending at noon on July 1, 1957, shall file such affidavits as may be required by law with respect to such work, and shall furnish First Party with certified copies of such affidavits.

10. Second Party shall at all times comply with the workmen's compensation and industrial disease laws of Colorado.

11. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement, provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A. Simpson Jr.
Alva A. Simpson, Jr.
President

MOUNTAIN VALLEY OIL CORPORATION

By P. L. O'Dell
President

ATTEST:
E. Muehlbauer
Asst Secretary

APPROVED:
W. O. Hardesty
W. O. HARDESTY

C. L. HARDESTY

The undersigned has purchased the interests of C.L. Hardesty. Quit claim deed recorded in the County Court House of Fremont County Colorado, April 12th 1957, file No. 512758 book 377 page 244. Recorded in the name of Barbara Dumic.

Barbara Dumic
Barbara Dumic

Joe Dumic
JOE DUMIC

EXHIBIT A

Attached to Option Agreement dated June 7, 1957 between Mountain Valley Oil Corporation, an Oklahoma corporation, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in Paragraph 1, as follows:

> Pike Nos. 1 to 7, inclusive, lode mining claims, located in Sections 11, 12 and 14, Township 17 South, Range 73 West of the Sixth (6th) Principal Meridian, the location certificates for which are recorded in Book 357 at Pages 297 to 309, inclusive, in the office of the County Clerk and Recorder of Fremont County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 7th day of June 1957 by and between [redacted], having its principal operating office at Denver, Colorado, (hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to lease all of First Party's right, title and interest in and to any or all of Fifty (50) Federal Lode Mining Claims, (hereinafter referred to as claims), located in Fremont County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 75 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 75 day option period, Second Party may lease for a period of one year with the option to renew the lease from year to year for a maximum term of 30 years at an annual rental of One Dollar per acre per claim, all the right, title and interest of First Party in any or all of the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: c/o Mountain Valley Oil Corporation, Suite 805, 656 Broadway Building, Denver 3, Colo., and by paying the first annual rental of $1.00 per acre for each claim selected, [redacted]

4. First Party shall retain a 7½% royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. It is further agreed that the first and any subsequent annual rental payment shall be applied in reduction of the royalty referred to above.

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Mining Lease and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. Second Party shall at all times comply with the workman's compensation and industrial disease laws of Colorado.

9. First Party shall not be required to furnish an Abstract of Title to the claims, but it shall, at its own expense, take whatever action may be reasonably required to establish marketable title to the claims.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A. Simpson, Jr.

Alva A. Simpson, Jr.

PARKDALE URANIUM CORPORATION

By _____

President

ATTEST:

Robert L. McGlughon

Secretary

MOUNTAIN VALLEY OIL CORPORATION

By R. L. O'Dell

President

ATTEST:

E. P. Muehlbauer

Secretary

[illegible]

[illegible] to [illegible] [illegible] [illegible] 7, 1947 [illegible] [illegible] [illegible] [illegible], a [illegible] [illegible], and [illegible] [illegible] of [illegible] [illegible] of [illegible] [illegible], Plat Book, and [illegible] [illegible] [illegible], [illegible] Book, [illegible] [illegible] [illegible] [illegible] to be [illegible] 1, of [illegible] [illegible] and [illegible] No. 15 to 17A, [illegible], [illegible] [illegible], [illegible] in Sections 12, 11, 14 and 23, Township 19 South, Range 73 East of the Sixth Principal Meridian.

OPTION AGREEMENT

THIS AGREEMENT, made this 13th day of September 1957 by and between PARKDALE URANIUM CORPORATION, a Colorado corporation

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to [redacted] all of First Party's right, title and interest in and to any or all of fifty-nine Federal Lode Mining Claims, [redacted] (hereinafter referred to as claims), located in Fremont County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may [redacted] all the right, title and interest of First Party in [redacted] the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: c/o Lt. Col. Joe Dumic, 1617 Saragota Road, Pueblo, Colorado, and by paying the [redacted] of $5.00 per acre for each claim [redacted]

4. First Party shall retain a 7½% royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. [redacted]

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such [redacted] and other instruments as shall be requested by Second Party to [redacted] to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

[redacted]

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A. Simpson, Jr.
Alva A. Simpson, Jr.
President

PARKDALE URANIUM CORPORATION

By Joel Drumin
President

ATTEST:

Robert L. McMichael
Secretary

EXHIBIT A

Attached to Option Agreement dated September 13, 1957 between Parkdale Uranium Corporation, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in paragraph 1:

Barbara Dumic Nos. 1 to 8, inclusive, the location certificates for which were recorded on January 24, 1955 in Book 339 at Pages 352 to 359, inclusive, Prosperity Nos. 1 2 and 3, Fullfillment Nos. 1, 2 and 3, Charity Nos. 1, 2 and 3, the location certificates for which were recorded on January 11, 1955 in Book 342 at Pages 457 to 465, inclusive; Brownie No. 3, the location certificate for which was recorded on January 11, 1955 in Book 342 at Page 403; Bob and Joe Nos. 1, 2 and 3, the location certificates for which were recorded on January 11, 1955 in Book 342 at Pages 488 to 490, inclusive; Our Struggle Nos. 4 to 7, inclusive, the location certificates for which were recorded on August 23, 1955 in Book 356 at Pages 382 to 388, inclusive; Devil Nos. 1 to 14, inclusive, the location certificates for which were recorded on July 1, 1957 in Book 380 at Pages 497 to 523, inclusive; and the Satan Nos. 1 to 20, inclusive, the location certificates for which were recorded on March 24, 1956 in Book 365 at Pages 413 to 451, inclusive; all in the office of the County Clerk and Recorder of Fremont County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, Made this 30th day of August, 1957, by and between THOMAS P. PAGE, FRANK C. TOKARZ and CARL A. NELSON, hereinafter referred to as First Party, and UNITED WESTERN MINERALS COMPANY, a Delaware corporation, having its principal operating office at Santa Fe, New Mexico, hereinafter referred to as Second Party, WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to those certain Mining Leases from Mary E. Goermer, John B. Sigler and Wilbur E. Sigler, and The Federal Land Bank of Wichita, as shown on Exhibit "A" attached hereto and made a part hereof, said option to run for a period of 60 days from the date of this Agreement, subject to the right of renewal for an additional period of 60 days, upon payment of the sum of $1,500.00.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $500.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. In the event that the Second Party exercises its option, it agrees to pay for the assignment of said mining leases the sum of $10,000.00 plus a 6-3/4% over-riding royalty on all uranium ores mined and a 6-3/4% over-riding royalty on all other ores mined as regards the Goermer lease, and a 5% over-riding royalty on all other ores mined on the Sigler and The Federal Land Bank leases, and the said over-riding royalties shall be based upon ore buying station or mill receipts for all uranium and other ore mined and sold from the afore-described property, including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. It is further agreed that any annual rental payment due under the Sigler lease shall be applied in reduction of any royalty payable thereunder. The royalties reserved above by First Party are in addition to the royalties reserved by the Lessors under the respective original leases.

4. At any time during the sixty day option period or any renewal thereof as herein provided, Second Party may become entitled to an Assignment of the aforesaid mining leases by notifying First Party in writing at the following address: C/O Frank C. Tokarz, 3024 Leado Avenue, Des Moines, Iowa, and by paying the sum of $9,500.00, less the aforesaid sum of $1,500.00 if the same shall have been paid. In this connection, the parties agree that in the event of the exercise of this option of purchase, the assignment or assignments of the aforesaid mining leases shall contain specific reference to all of the consideration therefor, including the $10,000.00 and the promise to pay the over-riding royalties.

5. As additional consideration for the assignment of the afore-described leases, in the event that the Second Party exercises its option, the Second Party agrees to pay to the First Party a minimum royalty of $1,000.00 per year, payable on the anniversary date of the assignment of the aforesaid mining leases as long as any of such leases are held by the First Party; provided, however, that any such annual royalty shall be applied in reduction of any over-riding royalty payments hereunder.

6. If the aforesaid 60 day option period is extended for an additional period of 60 days as herein provided, the Second Party agrees to complete at least 2500 feet of any type of exploratory drilling prior to the expiration of 120 days from the date hereof.

7. In the event that the Second Party exercises its option to purchase and does complete the said purchase, it shall have the privilege of letting any of the aforesaid mining leases lapse. In the event, however, that the Second Party decides to abandon the said mining leases or let them lapse, it shall re-assign to the First Party all of its right, title and interest in and to said mining leases.

8. All basic royalties and all over-riding royalties shall be paid directly to the person or persons entitled thereto.

9. First Party at its expense shall promptly make available to Second Party a copy of the aforesaid leases and such other documents in its possession relating to its right, title and interest to the

property covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

10. Inthe event Second Party exercises its option, the First Party agrees to execute and deliver a good and sufficient assignment to the aforesaid mining leases containing appropriate reference to the consideration as set forth above, and other instruments as shall be requested by Second Party to transfer to Second Party all the right, title and interest of the First Party to said leases in accordance with the terms of this agreement, and the First Party further agrees to deliver to Second Party any instruments establishing the title of First Party to said leases.

11. First Party warrants and agrees to defend the title to the leased property against all persons lawfully claiming by, through or under First Party, but not otherwise.

12. First Party at its expense will furnish an abstract of title to the leased property from a bonded abstractor to Second Party within 30 days from the date of this Agreement, provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

13. In the event that the Second Party exercises its option, the First Party reserves the right to go upon the property at any time for the purpose of inspecting the exploratory development and mining operations and to make such other reasonable inspections of the operations as shall be pertinent to the obligations of the Second Party hereunder.

14. This Agreement is binding upon the parties, their heirs, personal representatives, successors and assigns, and it is further agreed that in the event the Second Party exercises this option, it shall be bound by all the covenants, terms and conditions of the aforesaid leases, including the payment of the basic royalties thereunder to Mary E. Goerner, John B. Sigler and Wilbur E. Sigler, and The Federal Land Bank of Wichita.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Witnesses:

UNITED WESTERN MINERALS COMPANY

By Norman L. Dike
Vice President

Thomas P. Page
Thomas P. Page

Frank C. Tokarz
Frank C. Tokarz

Carl A. Nelson
Carl A. Nelson

EXHIBIT "A"

Attached to Option Agreement dated August 30th, 1957, between Thomas P. Page, Frank C. Tokarz and Carl A. Nelson, First Party, and United Western Minerals Company, Second Party, showing Mining Leases referred to in Paragraph 1:

1. Lease between Thomas P. Page and Mary E. Goermer covering the following described property:

> N½ of the SW¼, 19-15-73 (80A), N½ of the SE¼ 24-15-74 (80A) all in Park County, and SE¼ of the SE¼, 2-51-12, E½ of the NE¼, 11-51-12, Lot 1, 12-51-12 (t-6) (142.54A), all in Fremont County, Colorado,

which lease is recorded in Park County and Fremont County, State of Colorado, in Book 152, Page 232, and Book 369, Page 203, respectively, percentage interests of said lease having been assigned by written assignment dated the 23rd day of July, 1957, by Thomas P. Page to Carl A. Nelson and Frank C. Tokarz, all as amended by written agreement between the parties dated July 31, 1957.

2. Mining Lease between Thomas P. Page, Frank C. Tokarz and Carl A. Nelson and J. B. Sigler and Wilbur C. Sigler, covering an undivided one-half interest in the following described property:

> The E½ of the NW¼, the W½ of the NE¼, the SE¼ of the NE¼, the N½ of the SE¼, all in Section 19, Township 15 South, Range 73 West of the 6th P. M., all in Park County, Colorado,

which lease is recorded in Park County, State of Colorado at Book 157, Page 295, the interests of the parties therein being:

> Frank C. Tokarz - - 40%
> Carl A. Nelson - - 30%
> Thomas P. Page - - 30%

3. Mining lease between Thomas P. Page, Frank C. Tokarz and Carl A. Nelson and the Federal Land Bank of Wichita, a corporation of Wichita, Kansas, covering an undivided one-half interest in the following property:

> The E½ of the NW¼, the W½ of the NE¼, the SE¼ of the NE¼, the N½ of the SE¼, all in Section 19, Township 15 South, Range 73 West of the 6th P. M., all in Park County, Colorado,

which lease is recorded in Park County, State of Colorado, at Book 157, Page 305, the interests of the parties therein being:

> Frank C. Tokarz - - 40%
> Carl A. Nelson - - 30%
> Thomas P. Page - - 30%

Stonemeyer & Stonemeyer
Box 267
Canon City, Colo.

AGREEMENT

THIS AGREEMENT, Made this 5th day of August, 1957, by and between:

MARY E. GOERMER, of the first part; and

THOMAS P. PAGE, FRANK C. TOKARZ and CARL A. NELSON, of the second part;

W I T N E S S E T H:

THAT, WHEREAS, first party as lessor has heretofore executed a certain Mining Lease dated October 31, 1955, to Thomas P. Page, as lessee, covering the following described property, to-wit:

(a) Property situate in the County of Park and State of Colorado:
N½ SW¼ Sec. 19, Tp. 15 S., R. 73 W., 6th P.M., and
N½ SE¼ Sec. 24, Tp. 15 S., R. 74 W., 6th P.M., and

(b) Property situate in the County of Fremont and State of Colorado:
SE¼ SE¼ Sec. 2, E½ NE¼ Sec. 11, and Lot 1, Sec. 12, all in Tp. 51 N., R. 12 E., N. M. M.; and

WHEREAS, Thomas P. Page has heretofore assigned an undivided 30% interest in and to said Mining Lease to Frank C. Tokarz and a like interest to Carl A. Nelson; and

WHEREAS, the second parties hereto, pursuant to said lease and the assignment hereinabove referred to, have conducted extensive exploratory operations and prospecting on the demised premises with rotary and core drills; and

WHEREAS, it is the desire of the parties hereto to delete and amend certain portions of the foregoing described lease of October 31, 1955;

NOW, THEREFORE, In consideration of the premises and the covenants hereinafter contained, and of a sum in excess of $10.00, the receipt of which is hereby acknowledged by first party, IT IS AGREED AS FOLLOWS:

1. That the said lease dated October 31, 1955, is hereby amended so that the term of said lease shall not expire on October 31, 1960, but shall terminate October 31, 1970; provided, however, that said lease

shall terminate on the original date of October 31, 1960, in the event the United Western Minerals, Inc., does not accept an assignment or sublease of the premises from second parties within 150 days from the date of this instrument, and provided further, and in any event, the term of said lease shall continue after October 31, 1960 or 1970, whichever is applicable, so long as mining operations, commenced prior to said applicable date, are continued on said premises by second parties hereto or their assignees.

(2) Paragraph numbered "First" in the said lease of October 31, 1955, is hereby deleted.

(3) Paragraph numbered "Fourth" in said lease of October 31, 1955, is hereby amended in its entirety by substituting the following paragraph:

> "It is agreed that the lessees shall pay the lessor as royalty the following percentage on the minerals set forth on the gross sales price of the ores, after milling charge, if any, at the mill or other point of sale, including bonus payments, if any, but exclusive of all transportation and development allowance.
>
> Uranium:
>
> 7½% on uranium content of .49 or less
> 10% on uranium content of .50 to .99 inclusive
> 12½% on uranium content of 1.00 to 1.49 inclusive
> 15% on uranium content of 1.50 to 1.99 inclusive
> 17½% on uranium content of 2.00 or greater
>
> All other minerals, ores, rare earths and metals 7½% on the net mill return. Payments to be made by lessees under the terms of this lease shall be made to the lessor on or before the 15th day of each month for the preceding month's operations, accompanied with a statement showing the amount and kind of ores sold, to whom sold, and the price received for same.

The parties hereto further agree that except as hereinabove deleted or amended the original lease of October 31, 1955, shall remain in full force and effect, and as such is hereby confirmed by the parties hereto.

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

_____(SEAL)
First Party

_____(SEAL)

_____(SEAL)

_____(SEAL)
Second Parties

Recorded Aug. 2, 1957 at 8:02 A. M.
Rec. No. 136306 Marjorie M. Richardson, Recorder

Book 157 Page 222

FEE PAID UNDER S. B. No. 222 $ .01
FEE PAID UNDER PROTEST.....
FEE EXCUSED.....

MINING LEASE

THIS AGREEMENT made this 24 day of June, 1957 by and between John B. Engle & Wilbur E. Engle hereinafter referred to as Lessors, and

Thomas P. Page, Carl A. Nelson and Frank C. Tokarz, hereinafter referred to as Lessees

W I T N E S S E T H:

(1) That for and in consideration of the sum of Ten ($10.00) Dollars and the covenants and agreements of the parties hereinafter set forth, the lessors have granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said lessees the exclusive right and privilege to enter upon and to explore for, develop, mine, extract, remove, dispose and sell any and all minerals, ores, rare earths and metals in and under the following described property situate in the County of Park and State of Colorado, to-wit:

An undivided one-half (1/2) interest in the following: The East half (E½) of the Northwest Quarter (NW¼), the West Half of the Northeast Quarter (W½ NE¼), the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) the North half of the Southeast Quarter (N½ SE¼), all in Section 19, Township 15 South, Range 73 West of the 6th P.M.

(2) It is agreed that this lease shall remain in full force and effect from the date hereof for an initial exploratory period of one (1) year.

(3) It is agreed that the lessees have the right to extend the term of this lease at any time during the initial period aforesaid upon the payment by the lessees to the lessors of the sum of $50.00 for a lease term of fifteen (15) years, providing however, that in the event the royalty received by the lessors, as hereinafter provided, does not equal or exceed the sum of $100.00 per any twelve month period beginning after the initial period aforesaid, then this lease shall terminate unless, within thirty (30) days after the end of any such twelve month period the lessees pay the lessors the difference between the royalty received and the sum of $100.00

(4) It is agreed that the lessees shall pay to lessors as royalty, on lessors undivided one-half ownership only, the following percentage on the minerals set forth on the gross sales price of the ores, after milling charge, if any, at the mill or other point of sale, including bonus payments, if any, but exclusive of all transportation and development allowance.

Uranium:
7½% on uranium content of .49 or less
10% on uranium content of .50 to .99 inclusive
12½% on uranium content of 1.00 to 1.49, inclusive
15% on uranium content of 1.50 to 1.99, inclusive
17½% on uranium content of 2.00 or greater
All other minerals, ores, rare earths and metals 10 % on the net mill return.

The above royalty reservations are applicable to lessors undivided one-half ownership, and lessors royalty, reserved herein, when computed on 100% of the minerals, ores, rare earths and metals mined and sold from the premises shall be one-half of the above percentages.

Book 157 Page 296

(5) The lessees shall have the right and privilege of relinquishing all or any part of the properties covered by this lease at any time by executing a quit claim deed to the same, in favor of the lessors.

(6) In any event when notice shall be required to be given by the lessees to the lessors and for purposes of acquiring as agent of the lessors for collecting the bonus, rents and royalties herein reserved to the lessors, the lessors hereby appoint Basil Smith Co. Arkansas Valley Bank their agent to continue regardless of change of ownership of said property. In any event where notice shall be required to be given by the lessors to the lessees, it shall be sufficient that notice be given, via the mails, to _____

(7) All taxes, assessments and other burdens validly levied or asserted by any legally constituted public authority against the lessees' equipment, property and rights herein shall be paid in full by the said lessees before the same shall become delinquent, and as due, solely by the said lessees. Lessees shall pay as due all expenses, charges and liabilities connected in any manner with their operations hereunder, liquable or otherwise, and will protect the lessors and the demised premises from establishment of any such liability connected with such operations.

(8) That the said lessees will at all times fully comply with such statutes and regulations as may be enacted by local, state or federal authorities, so as to protect and indemnify the lessors from liability to any third person whomsoever, including, but not by way of limitation, all workmen, creditors, claimants of adverse interests, as may arise out of said mining operations or otherwise, excepting only such claims as may arise by reason of adverse interests claimed in and to the title or right of possession of the said premises by the lessors, which title and right of possession the lessors hereby expressly warrant to defend.

(9) Lessees will comply fully with all provisions of the Workmen's Compensation Laws of the State of Colorado or any other authority having proper jurisdiction to control the same, so as to fully protect the lessors against any and all claims for injuries or damages sustained by workmen or others on said premises, and to keep said premises fully posted so as to notify the public that said premises are being operated by the lessees under the within lease.

(10) Lessees at all times will comply with such regulations, statutes and other provisions of law as may be or hereafter shall be, enacted with respect to the control or operation of flammable channels so that at the end of said term any such rights as may revert to the lessors shall in no manner be prejudiced by the acts of the lessees.

(11) Lessees will sufficiently and effectively enclose all shafts and other workings as may be constructed by the said lessees on the demised premises, to prevent livestock placed on said premises by various owners or their agents, from damage.

(12) At all times during the term of this lease while the premises are in possession of portable ore the lessees, at their own risk, shall have the right of inspection of the premises and the workings, including the right to inspect any ores or workings which may be taken out of said holes, and to obtain samples for their own benefit, and, during proper hours the said lessors or their legal representatives shall be entitled, at their own risk, to go through any workings on the premises, for the purpose of viewing the same, and take samples of all holes and ledges, [illegible]

in any way the output from the demised premises.

(13) Lessees shall not be required to recognize any transfer or change of ownership, however accomplished or secured, until thirty (30) days after Lessees shall have been furnished, by registered mail, with the original or certified copy of the recorded instrument or instruments evidencing the same, and no transfer or change of ownership shall operate in anywise to enlarge the obligations or diminish the rights of the lessees.

(14.) Default on the part of the lessees in keeping any of the covenants hereof shall thereby render this lease null and void, provided however, the lessors must notify lessees of such breach and lessees shall have a period of thirty (30) days thereafter in which to cure such default. If default has not been cured within said period, then said lease shall fully terminate and end.

(15) Upon the expiration of this lease, or its forfeiture as hereinabove provided, lessees shall, if requested so to do, assign within thirty (30) days to the lessors all the lessees' right, title and interest, if any, in and to the demised premises, except the lessees shall have the right to remove any machinery, equipment or other personal property belonging to them within ninety (90) days of the termination of the within lease; and the said lessees may at any time hereafter execute and deliver to the lessors, or place of record, release or releases covering the demised premises and terminate said lease and be released of all obligations thereunder.

(16) In the event of a forfeiture of this lease as herein provided the said lessors may thereafter, without process of law, enter upon and take possession of said premises and property, and the said lessees agree upon such default or expiration of this lease to surrender and yield up and deliver to the lessors, or the survivors thereof, quiet and peaceable possession of all of said premises, in good condition.

(17) In the event the lessors are the surface owners of the properties herein leased, it is mutually agreed between the parties that they will submit to a Board of Arbitrators all questions concerning the extent and amount of surface damage to the lands herein covered. The said Board of Arbitrators shall consist of three (3) individuals, one appointed by the lessors, one appointed by the lessees and the third appointed by the other two. A decision of the Board of Arbitrators concerning the extent and amount of surface damage shall be conclusive on the parties hereto.

(18) Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessees shall have the right at any time to redeem for lessors, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessors and be subrogated to the rights of the holders thereof.

(19) This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

John B. Sayler (SEAL)

William Sayler (SEAL)

(SEAL)

Book 151 Page 221

STATE OF COLORADO
COUNTY OF Pueblo } ss.

The foregoing instrument was acknowledged before me this 24 day of June, A. D. 1957 By John B. Engle Lessors

Witness my hand and notarial seal
My commission expires: Jan. 30, 1960

Charles Jones Jr
Notary Public

STATE OF NEBRASKA
COUNTY OF DOUGLAS } ss.

The foregoing instrument was acknowledged before me this 18th day of July, A. D. 1957 by Thomas P. Page, Carl A. Nelson and Frank C. Tokarz. Lessors

Witness my hand and notarial seal
My commission expires: April 1, 1961

Notary Public

Book 152 Page 222

STATE OF COLORADO
COUNTY OF [illegible] } ss.

The foregoing instrument was acknowledged before me this
[illegible] day of July A.D. 1967 by
[illegible]

Witness my hand and official seal
My commission expires: [illegible]

[illegible]

STATE OF NEBRASKA } ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me this
_____ day of _____ A.D. 1967 by
_____

Witness my hand and official seal
My commission expires: _____

_____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this

_____ day of _____, A.D. 1987 by

_____ Lessee

Witness my hand and notarial seal
My commission expires: _____

_____
Notary Public

Recorded August 6, 1957 at 1:06 P.M.
Rec.No. 136346 Marjorie M. Richardson, Recorder

BOOK 152 Page 204

Filed for record July 31 1957 at 4:26 P.M. Mary J. McDonough, Recorder
Reception No. 315438 Book 382 Page 208 Fee $ 1.25 by DORIS LICK Deputy

.017

FEE PAID UNDER S. B. No. 222 $.01
FEE PAID UNDER PROTEST
FEE REFUNDED

ASSIGNMENT

For and in consideration of the sum of One Dollar and other valuable consideration to me in hand paid, the receipt whereof is hereby acknowledged, I, Thomas P. Page, hereby sell, assign, transfer and convey to Carl A. Nelson of Omaha, Nebraska. an undivided thirty per cent interest in and to the following described mining lease:

> Lease between Mary E. Goermer as lessor and Thomas P. Page as lessee, covering the following described property, to-wit:
>
> > N½ of the SW¼, 19-15-73 (80A) N½ of the SE¼ 24-15-74 (80A) all in Park County, and SE¼ of the SE¼, 2-51-12, E½ of the NE¼, 11-51-12, Lot 1, 12-51-12 (t-6) (142.54A), all in Fremont County, Colorado,
>
> which lease is recorded in Park County and Fremont County, state of Colorado, in Book 152, Page 232, and Book 369, Page 203, respectively;

and a thirty per cent undivided interest in and to all my right, title and interest in and to the real estate therein described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of July, 1957.

Thomas P. Page

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 31 day of July, 1957, before me, a Notary Public duly commissioned and qualified for and residing in said county, personally came Thomas P. Page, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

My commission expires April 22, 1961.

Recorded August 6, 1957 at 1:07 P.M. Book 157 Page 325
Rec. No. 136347 Marjorie M. Richardson, Recorder

RC-18879-845-C

Filed for record July 31 1957 at 4:25 P. M. Mary J. McDonough, Recorder

Reception No. 315437 Book 382 Page 281 Fee $5.40 by DORIS LICK Deputy

MINING LEASE

THIS AGREEMENT made this 10th day of July, 1957, by and between The Federal Land Bank of Wichita, a corporation of Wichita, Kansas, hereinafter referred to as Lessor, and Thomas P. Page of Omaha, Nebraska, Frank C. Tokarz, Des Moines, Iowa, and Carl A. Nelson, Omaha, Nebraska, hereinafter referred to as Lessees.

WITNESSETH:

(1) That for and in consideration of the sum of One Hundred Forty ($140.00) Dollars and the covenants and agreements of the parties hereinafter set forth, the lessor has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessees the exclusive right and privilege to enter upon and to explore for, develop, mine, extract, remove, dispose and sell any and all minerals, ores, rare earths and metals in and under the following described property situate in the County of Park and State of Colorado, to-wit:

An undivided one-half (1/2) interest in the following: The East Half (E½) of the Northwest Quarter (NW¼), the West Half of the Northeast Quarter (W½ NE¼), the Southeast Quarter of the Northeast Quarter (SE¼ NE¼), the North Half of the Southeast Quarter (N½ SE¼), all in Section 19, Township 15 South, Range 73 West of the 6th P.M.

(2) It is agreed that this lease shall remain in full force and effect from the date hereof for an initial exploratory period of one (1) year.

(3) It is agreed that the lessees have the right to extend the term of this lease at any time during the initial period aforesaid upon the payment by the lessees to the lessor of the sum of $140.00 for a lease term of ten (10) years, providing however, that in the event the royalty received by the lessor, as hereinafter provided, does not equal or exceed the sum of $140.00 per any twelve month period beginning after the initial period aforesaid, then this lease shall terminate unless, within thirty (30) days after the end of any such twelve month period the lessees pay the lessor the difference between the royalty received and the sum of $140.00.

(4) It is agreed that the lessees shall pay the lessor as royalty, on lessor's undivided one-half ownership only, the following percentage on the minerals set forth on the gross sales price of the ores, after milling charge, if any, at the mill or other point of sale, including bonus payments, if any, but exclusive of all transportation and development allowance.

Uranium:

7-1/2% on uranium content of .49 or less
10% on uranium content of .50 to .99 inclusive
12-1/2% on uranium content of 1.00 to 1.49, inclusive
15% on uranium content of 1.50 to 1.99, inclusive
17-1/2% on uranium content of 2.00 or greater

All other minerals, ores, rare earths and metals 10% on the net mill return. Payments to be made by lessees under the terms of this lease shall be made to the lessor at its offices in Wichita, Kansas, on or before the 25th day of each month for the preceeding month's operations.

The above royalty reservations are applicable to lessor's undivided one-half ownership, and lessor's royalty, reserved herein, when computed on 100% of the minerals, ores, rare earths and metals mined and sold from the premises shall be one-half of the above percentages.

Book 151 Page 304

(5) The lessees shall have the right and privilege of relinquishing all or any part of the properties covered by this lease at any time by executing a quitclaim deed to the same, in favor of the lessor.

(6) In any event when notice shall be required to be given by the lessees to the lessor, it shall be sufficient that notice be given by mail to The Federal Land Bank of Wichita. In any event where notice shall be required to be given by the lessor to the lessees, it shall be sufficient that notice be given by mail to Frank C. Tobars, 3024 Leade, Des Moines, Iowa.

(7) All taxes, assessments and other burdens validly levied or asserted by any legally constituted public authority against the lessees' equipment, property and rights herein shall be paid in full by the said lessees before the same shall become delinquent, and as due, solely by the said lessees. Lessees shall pay as due all expenses, charges and liabilities connected in any manner with their operations hereunder, liquable or otherwise, and will protect the lessor and the demised premises from establishment of any such liability connected with such operations.

(8) That the said lessees will at all times fully comply with such statutes and regulations as may be enacted by local, state or federal authorities, so as to protect and indemnify the lessor from liability to any third person whomsoever, including, but not by way of limitation, all workmen, creditors, claimants of adverse interests, as may arise out of said mining operations or otherwise, excepting only such claims as may arise by reason of adverse interests claimed in and to the title or right of possession of the said premises by the lessor.

(9) Lessees will comply fully with all provisions of the Workmen's Compensation Law of the State of Colorado or any other authority having proper jurisdiction to control the same, so as to fully protect the lessor against any and all claims for injuries or damages sustained by workmen or others on said premises, and to keep said premises fully posted so as to notify the public that said premises are being operated by the lessees under the within lease.

(10) Lessees at all times will comply with such regulations, statutes and other provisions of law as may be or hereafter shall be, enacted with respect to the control or operation of fissionable minerals so that at the end of said term any such rights as may revert to the lessor shall in no manner be prejudiced by the acts of the lessees.

(11) Lessees will sufficiently and effectively enclose all shafts and other workings as may be excavated by the said lessees on the demised premises, to prevent livestock placed on said premises by surface owners or their agents, from damage.

(12) At all times during the term of this lease while the premises are in production of marketable ore the lessor, at its own risk, shall have the right of inspection of the premises and the workings, including the right to inspect any cores or cuttings which may be taken out of drill holes, and to obtain samples for its own assays, and, during proper hours, the said lessor or its legal representatives shall be authorized, at their own risk, to go through any workings on the land and to examine, inspect and survey the same, and make extracts of all books and weight sheets which show in any way the output from the demised premises.

(13) Lessees shall not be required to recognize any transfer or change of ownership, however accomplished or secured, until thirty (30) days after lessees shall have been furnished, by registered mail, with the original or certified copy of the recorded instrument or instruments evidencing the same, and no transfer or change of ownership shall operate in anywise to enlarge the obligations or diminish the rights of the lessees.

(14) Default on the part of the lessees in keeping any of the covenants hereof shall thereby render this lease null and void, provided however, the lessor must notify lessees of such breach and lessees shall have a period of thirty (30) days thereafter in which to cure such default. If default has not been cured within said period, then said lease shall fully terminate and end.

(15) Upon the expiration of this lease, or its forfeiture as hereinabove provided, lessees shall, if requested so to do, assign within thirty (30) days to the lessor all the lessees' right, title and interest, if any, in and to the demised premises, except the lessees shall have the right to remove any machinery, equipment or other personal property belonging to them within ninety (90) days of the termination of the within lease; and the said lessees may at any time hereafter execute and deliver to the lessor, or place of record, release or releases covering the demised premises and terminate said lease and be released of all obligations thereunder.

(16) In the event of a forfeiture of this lease as herein provided the said lessor may thereafter, without process of law, enter upon and take possession of said premises and property, and the said lessees agree upon such default or expiration of this lease to surrender and yield up and deliver to the lessor, or the successors thereof, quiet and peaceable possession of all of said premises, in good condition.

(17) In the event the lessor is the surface owner of the properties herein leased, it is mutually agreed between the parties that they will submit to a Board of Arbitrators all questions concerning the extent and amount of surface damage to the lands herein covered. The said Board of Arbitrators shall consist of three (3) individuals, one appointed by the lessor, one appointed by the lessees and the third appointed by the other two. A decision of the Board of Arbitrators concerning the extent and amount of surface damage shall be conclusive on the parties hereto.

(18) Lessor agrees to warrant and defend the title to the extent of its interest only as against all persons claiming by, through or under it.

(19) This agreement shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns.

IN WITNESS WHEREOF The parties hereto have hereunto set their hands and seals on the day and year first above written.

THE FEDERAL LAND BANK OF WICHITA,
Wichita, Kansas, a corporation,
Lessor,

By _____
Paul Buser, Vice President

ATTEST:

_____
J. A. Carlson, Ass't Secretary

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Lessees

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of July, 1957, personally appeared Paul Buser, to me personally known and known to me to be the identical person who subscribed the name of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, to the foregoing instrument as its Vice President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

Witness my hand and official seal the day and year last above written.

My commission expires:

December 23, 1958

Zelma Sullivan
Zelma Sullivan
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of July, 1957, personally appeared Thomas P. Page and Carl A. Nelsen, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires:

April 22, 1961

Arnold H. Erickson
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of July, 1957, personally appeared Frank C. Tokars, to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires:

April 22, 1961

Arnold H. Erickson
Notary Public

OPTION AGREEMENT

THIS AGREEMENT, made this 30th day of August 1957 by and between ELMER J. SMALLER, JOHN T. FONTECCHIO and FRANK C. TOKARZ

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to all of about 19 known as the Loco and Ike groups, Federal Lode Mining Claims, as to which First Party establishes marketable title thereto, (hereinafter referred to as claims) located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may purchase all the right, title and interest of First Party in the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: Elmer J. Smaller, 900 Logan Avenue, Canon City, Colorado, and by paying the sum $275.00 for each claim as to which First Party establishes marketable title thereto. according to the schedule hereinafter set forth,

4. First Party shall retain a royalty, based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of hauling

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. ~~It is further agreed that the first and any subsequent annual advance payment shall be applied to reduction of the royalty referred to above.~~

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such ~~mining lease~~ Deed and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. The royalty payable to First Party under paragraph 4 hereof shall be calculated on the following basis:

7½% on ore of any kind having a uranium content of less than .50%;
10% on ore of any kind having a uranium content of at least .50% and less than 1.50%;
12½% on ore of any kind having a uranium content of at least 1.50% and less than 2%; and
15% on ore of any kind having a uranium content of more than 2%.

8.2. As long as Second Party retains the claims described in Paragraph 1, it shall maintain them in good standing; and in the event it desires to relinquish any or all of them it shall give thirty days' written notice thereof to First Party and thereupon quitclaim such claims to First Party.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Norman S. Dike Jr.
~~President~~
Norman S. Dike, Jr.
Vice President

Edward J. Kwalka

John F. Fontenski

Frank C. Tokarz

EXHIBIT "A"

Attached to Option Agreement dated August 30, 1957, between ELMER J. SMALLER, FRANK C. TORKAZ and J. T. FONTECCHIO, First Party and UNITED WESTERN MINERALS COMPANY, Second Party, showing Mining Claims referred to in paragraph 1, as follows:

LOCO 1-A - Unpatented Lode Mining Claim, the Location Certificate for which was recorded in Book 54, at Pages 49 and 50 in the office of the County Clerk and Recorder of Park County, Colorado on August 20, 1957.

LOCO 1 to 4, inclusive - Unpatented Lode Mining Claims, the Location Certificates for which were recorded in Book 53, at Pages 277 to 284, inclusive, in the office of the County Clerk and Recorder of Park County, Colorado, on July 11, 1957.

IKE 1 to 4, inclusive - Unpatented Lode Mining Claims, the Location Certificates for which were recorded in Book 53, at Pages 299 to 306, inclusive, in the office of the County Clerk and Recorder at Park County, Colorado, on July 11, 1957.

IKE 5 to 9, inclusive, Unpatented Lode Mining Claims, the Location Certificates for which were recorded in Book 54, at Pages 51 to 60, inclusive, in the office of the County Clerk and Recorder of Park County, Colorado, on August 20, 1957.

OPTION AGREEMENT

THIS AGREEMENT, made this 30th day of August 1957 by and between FRANK C. TOKARZ, ELMER J. SMALLER and JOHN T. FONTECCHIO

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to any or all of four Federal Lode Mining Claims, known as the Meadow group, (hereinafter referred to as claims), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 120 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 120 day option period, Second Party may purchase [redacted] all the right, title and interest of First Party in [redacted] the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: c/o Frank C. Tokarz, 3024 Leado Avenue, Des Moines, Iowa, and by paying the [redacted] of $ 800.00. [redacted]

4. First Party shall retain a [redacted] royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from the said claims [redacted] including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that an A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. [redacted]

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to [redacted] the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such [redacted] and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims [redacted] in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. As long as Second Party retains the claims described in Paragraph 1, it shall maintain them in good standing; and in the event it desires to relinquish any or all of them it shall give sixty days' written notice thereof to First Party and thereupon quit-claim such claims to First Party.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here:

UNITED WESTERN MINERALS COMPANY

By Norman S. Dike, Jr.

[redacted]

Norman S. Dike, Jr.
Vice President

Frank C Tokarz

Simon Samuelson

John F. Tonkovich

Exhibit A

Attached to Option Agreement dated August 20, 1957 between Frank C. Tokars, Elmer J. Smaller and John T. Fontecchio, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in paragraph 1, as follows:

> Meadow Nos. 1 to 4, inclusive, unpatented lode mining claims, the location certificates for which are recorded in Book 54 at Pages 41 to 47, inclusive, in the office of the County Clerk and Recorder of Park County, Colorado.

OPTION AGREEMENT

THIS AGREEMENT, made this 30th day of August 1957 by and between Elmer J. Smaller

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

ORIGINAL FILE COPY
DMEA
RECEIVED JAN 13
DMEA MINES CO

WITNESSETH:

1. First Party agrees to grant to Second Party an option to purchase all of First Party's right, title and interest in and to any or all of two Federal Lode Mining Claims known as the G. L. S. claims, (hereinafter referred to as claims), located in Park County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 75 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 75 day option period, Second Party may purchase all the right, title and interest of First Party in any or all of the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: Elmer J. Smaller, 900 Logan Avenue, Canon City, Colorado, and by paying the of $ 275.00 for each claim selected, according to the schedule hereinafter set forth.

4. First Party shall retain a royalty based upon ore buying station or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. In the event that no A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill receipts in computing the royalty referred to above. [redacted]

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such [redacted] and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

8.1. The royalty payable to First Party under paragraph 4 hereof shall be calculated on the following basis:

7½% on ore of any kind having a uranium content of less than .50%;
10% on ore of any kind having a uranium content of at least .50% and less than 1.50%;
12½% on ore of any kind having a uranium content of at least 1.50% and less than 2%; and
15% on ore of any kind having a uranium content of more than 2%.

8.2. As long as Second Party retains the claims described in Paragraph 1, it shall maintain them in good standing; and in the event it desires to relinquish any or all of them it shall give thirty days' written notice thereof to First Party and thereupon quit-claim such claims to First Party.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Norman S. Dike Jr.

[redacted]

Norman S. Dike, Jr.
Vice President

Elmer J. Smallen

_____

_____

_____

_____

_____

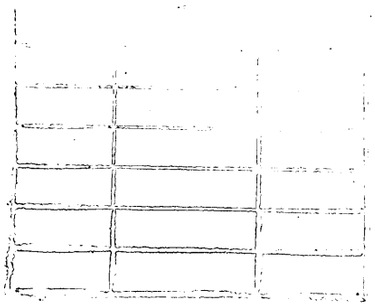

Exhibit A

Attached to Option Agreement dated August 30, 1957 between Elmer J. Smalley, First Party, and United Western Minerals Company, Second Party, showing mining claims referred to in paragraph 1, as follows:

G L S Nos. 1 and 2 unpatented lode mining claims, the location certificates for which are recorded in Book 53 at pages 307 to 309, inclusive, in the office of the County Clerk and Recorder of Park County, Colorado.

September 4, 1937

Messrs. John B. Sigler and Wilbur E. Sigler
c/o The Buena Mercantile Company
Buena, Colorado

COPY

Dear Messrs. Sigler:

It is our understanding that you will agree to lease to us for mining purposes, upon examination of the title and approval of the same by our attorney, at the rate of $1.00 per acre, your ranch property in Park County, Colorado containing approximately 2,726.37 acres of land. It is further understood that of this acreage 280 acres have previously been leased to another party, and that an undetermined number of acres of the remainder is land where you own only the surface rights. Accordingly, it is our understanding that you will agree to lease us that acreage as to which you own the mineral rights and as to which it has not previously been leased. Moreover, we understand that we will have thirty days from the date of delivery to us, or to our attorney, J. H. Hawthorne, Canon City, Colorado, of the abstracts of title to your property in which to examine such titles and satisfy ourselves as to their marketability.

Upon the acceptance of this letter of understanding by you, we agree to place in escrow with The Fremont County National Bank of Canon City, Canon City, Colorado, the sum of Fifteen Hundred Dollars ($1,500.00), to guarantee the payment to you of the sum of $1.00 per acre for all lands which you lease to us for mining purposes. Should the number of acres as to which you are determined to have the right to lease the same for mining purposes exceed 1500 acres, we will agree to pay the balance of money owed to you in excess of Fifteen Hundred Dollars ($1,500.00) upon the delivery of a mining lease, and should the number of acres be determined to be less than 1500, the escrow agent will be instructed to return to us that portion of the escrow payment which represents the difference between 1500 acres and the number of acres as to which you own the mineral rights, all at the rate of $1.00 per acre.

It is further understood that, in addition to the payment to you of $1.00 per acre for all land leased to us for mining purposes, you will receive a royalty based upon ore buying station or mill receipts for all manganese and other ore mined and sold from your property, including any A.H.C. development or production bonus, but excluding any A.H.C. haulage allowance. In the event that no A.H.C. haulage allowance is paid, cost of haulage shall be deducted from ore buying station or mill receipts in computing your royalties. The royalty payable to you will be calculated on the following basis:

5% on ore of any kind having a uranium content of less than .50%

10% on ore of any kind having a uranium content of at least .50% and less than 1.50%

15% on ore of any kind having a uranium content of at least 1.50% and less than 2%; and

25% on ore of any kind having a uranium content of more than 2%.

If the understanding set forth in this letter meets with your approval, we shall appreciate your so indicating by signing the acceptance on the bottom of this letter and returning one of the copies to us.

Yours very truly,

Norman S. Dike

NORMAN S. DIKE
Vice President

ACCEPTED _____, 1957:
(Date)

_____
JOHN D. GILPIN

_____
WILLIAM E. GILPIN

COPY

OPTION AGREEMENT

THIS AGREEMENT, made this [redacted] day of April 1957 by and between AMERICAN MINERAL DEVELOPMENT COMPANY, a limited partnership, of Colorado Springs, Colorado,

(hereinafter referred to as "First Party"), and UNITED WESTERN MINERALS COMPANY, a Delaware Corporation, having its principal operating office at Santa Fe, New Mexico, (hereinafter referred to as "Second Party").

WITNESSETH:

1. First Party agrees to grant to Second Party an option to lease all of First Party's right, title and interest in and to any or all of [redacted] Federal Lode Mining Claims, (hereinafter referred to as claims), located in Fremont County, Colorado as shown on Exhibit A attached hereto and made a part hereof, said option to run for a period of 75 days from the date of this Agreement.

2. As consideration for the granting of the option, Second Party agrees to pay to First Party $10.00 and has paid this amount at the time of signing this agreement, and First Party hereby acknowledges receipt of this amount.

3. At any time during the 75 day option period, Second Party may lease for a period of [redacted] year[redacted] with the option to renew the lease from year to year for a maximum term of 30 years at an annual rental of [redacted] the first year and two hundred dollars for each year thereafter all the right, title and interest of First Party in any or all of the claims referred to in paragraph 1 above by notifying First Party in writing at the following address: 422 N. Villaretta, Colorado Springs, Colorado, and by paying the first annual rental of $ [redacted]

4. First Party shall retain a 7½% royalty based upon ore buying offices or mill receipts for all uranium and other ore mined and sold from all claims selected by Second Party including any A.E.C. development or production bonus, but excluding any A.E.C. haulage allowance. [illegible] to A.E.C. haulage allowance is paid, cost of haulage

shall be deducted from ore buying station or mill charges in computing the royalty referred to above. It is further agreed that the first and any subsequent annual rental payment shall be applied in reduction of the royalty referred to above.

5. First Party at its expense shall promptly make available to Second Party a copy of Location Notices, and such other documents in its possession relating to its right, title and interest to the claims covered by this agreement as may be requested by Second Party, and shall mail same to Second Party at 136 West Palace, Santa Fe, New Mexico.

6. In the event that Second Party exercises its option as to any or all of the claims referred to in paragraph 1 above, First Party agrees to execute and deliver such Mining Lease and other instruments as shall be requested by Second Party to lease to Second Party all the right, title and interest of First Party to the claims selected in accordance with the terms of this Agreement; and First Party further agrees to deliver to Second Party the originals of Location Notices, Proof of Discovery, Proof of Annual Labor, and any other instruments establishing the title of First Party to said claims.

7. During the term of this option, Second Party at its expense shall have the right to go onto and inspect the properties in question, with the full permission of First Party and with all its rights and privileges, and to conduct such exploration and development, including drilling, as Second Party may decide.

8. First Party warrants and agrees to defend the title to the claims against all persons lawfully claiming by, through or under First Party, but not otherwise; and further warrants that none of the claims covered by this Agreement are subject to any royalty or overriding royalty whatsoever.

9. The Second Party shall at all times comply with the workmen's compensation and industrial disease laws of Colorado.

9. First Party at its expense will furnish an Abstract of Title to the claims from a bonded abstractor to Second Party within 30 days from the date of this Agreement provided, however, that Second Party will bear the expense of the abstract of title if the option is not exercised.

In Witness Whereof, the parties have executed this Agreement on the day and year first above written here.

UNITED WESTERN MINERALS COMPANY

By Alva A. Simpson Jr.
Alva A. Simpson, Jr.
President

AMERICAN MINERAL DEVELOPMENT COMPANY

By E. W. Ohlson Jr.
E. W. Ohlson, Jr., partner and attorney in fact for M. De Obele and E. L. Osborne

OMEA
RECEIVE
DA

EXHIBIT A

Attached to Option Agreement dated April 23, 1957 between American Mineral Development Company, a limited partnership, of Colorado Springs, Colorado, First Party, and United Western Minerals Company, Second Party, showing the mining claims referred to in paragraph 1 as follows:

Pinion No. 1 lode mining claim, the location certificate for which is recorded in Book 342 at Page 17 in the office of the County Clerk and Recorder of Fremont County, Colorado.

RELEASE

IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, COTTER CORPORATION, hereby releases and declares of no further force or effect, those certain mining leases between GROVER TURNER, Lessor and COTTER CORPORATION, Lessee, recorded in the office of the County Clerk and Recorder of Fremont County, Colorado, Dipper No. 1 through 16, Book 352, Pages 299 to 310, then pages 373 to 392; and quit claims and reconveys all estate, right, title and interest of said COTTER CORPORATION in and to the mining claims described in said lease unto GROVER TURNER, his heirs, personal representatives and assigns, forever.

EXECUTED AND DELIVERED this 4th day of September 1957.

COTTER CORPORATION

By _____ President

ATTEST:

_____ Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF LUNA)

The foregoing instrument was acknowledged before me this 4th day of September, 1957, by Pasquale Pilotti as President, and R.J. Lundin as Secretary of Cotter Corporation, a corporation existing under and by virtue of the laws of the State of New Mexico.

Witness my hand and notarial seal.

My commission expires _____

_____ Notary Public

AMENDMENT TO MINING LEASE

WHEREAS, the undersigned HAROLD C. RUSSELL, Party of the First Part, and GROVER TURNER, Party of the Second Part, entered into a certain mining lease on March 14, 1957 whereby the Party of the First Part leased to the Party of the Second Part the Dipper Nos. 1 to 16, inclusive, unpatented mining claims, the location certificates for which are of record in Book 352 at Pages 299 to 309, inclusive, and at Pages 373 to 391, inclusive, in the office of the County Clerk and Recorder of Fremont County, Colorado, together with certain lands, as described in such lease, lying in Sections 17, 18, 20, 21 and 22, Township 17 South, Range 73 West of the Sixth Principal Meridian in Fremont County, Colorado, and

WHEREAS, the parties to such lease desire to modify the terms thereof, as hereinafter provided, and to confirm such lease, except as so modified,

NOW, THEREFORE, it is hereby agreed as follows:

1. That the Mining Lease hereinbefore described shall be, and it hereby is, amended as follows:

(a.) Paragraph 1 thereof shall read as follows:

"1. Lessee shall begin active mining operations upon the said premises within one (1) year from the date thereof, and thereafter shall work the property diligently, unless prevented directly or indirectly by strikes, government regulations and restrictions, acts of God, governmental restrictions or suspension of buying, or other causes beyond his control, from the production, mining and sale of commercial ores therefrom; and if active mining operations are not so begun and carried on, this lease shall terminate, unless the lessee, on or before the anniversary date of this lease, shall pay or tender to the lessor, or to the lessor's credit in The Fremont County National Bank of Canon City at Canon City, Colorado, or its successors, which shall continue as the depository regardless of changes in the ownership of said premises, the sum of $3.00 per acre for the premises, which shall operate as a rental and cover the

privilege of deferring the commencement of mining operations for a period of one (1) year from such anniversary date. In like manner, and upon like payments or tenders, the commencement of mining operations may be further deferred for like periods of the same length of time successively. In the event mining operations are discontinued after having been commenced, and are not thereafter prevented by any of the foregoing conditions, this lease shall terminate at the next ensuing anniversary date of this lease, unless the lessee on or before such anniversary date shall resume the payment of rentals in the same amount and in the same manner as hereinabove provided; and upon the resumption of the payment of rentals, as above provided, this lease shall continue in effect as though there had been no interruption in rental payments. Any rental paid to the lessor by the lessee shall be applied in reduction of the royalty herein referred to."

(b.) Paragraph 2 thereof shall read as follows:

"2. Lessee shall pay or cause to be paid to lessors a royalty of seven and one-half per cent. (7½%) of the gross value of all ores of whatsoever nature shipped or sold from said premises. Gross value means the value of the ore before processing, F.O.B. the ore buying station or the mill, plus any bonuses and premiums paid by the government or ore buyer for the location, discovery, mining or selling ore from the premises, less any transportation costs for which lessee is not compensated by government haulage allowances. Gross value does not include haulage or development allowances, which shall be paid to lessee. Settlement for such royalties shall be made on or before the 20th day of each month for all ores accepted at the mill or ore buying station the preceding calendar month. If the lessor owns less than the

entire undivided fee simple estate to the minerals and mineral substances in said premises, the royalties shall be paid to the lessor only in the proportion which lessor's interest bears to the entire undivided fee."

2. The lessee shall pay or cause to be paid to the lessor the sum of Five Hundred Dollars ($500.00) upon the completion of an examination of the title to the leased premises for United Western Minerals Company, a Delaware corporation, showing a marketable title in fee simple to the land described by legal subdivisions in the aforesaid Mining Lease and a marketable possessory title to the mining claims described therein. Such examination shall be made and completed not later than sixty (60) days from the date hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 15th day of October, 1957.

Harold C Russell (SEAL)
HAROLD C. RUSSELL

Grover Turner (SEAL)
GROVER TURNER

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 15th day of October, 1957 by Harold C. Russell.

Witness my hand and official seal.

My commission expires: February 28, 1961.

Notary Public

STATE OF COLORADO)
County of)

The foregoing instrument was acknowledged before me this 15th day of October, 1957 by Grover Turner.

Witness my hand and official seal.

My commission expires: February 28, 1961.

Notary Public

MINING LEASE

THIS AGREEMENT, Made and entered into this 14th day of March, 1957 by and between

HAROLD C. RUSSELL, of Canon City, Fremont County, Colorado, of the first part, hereinafter called the Lessor, and

GROVER TURNER, of Delta, Delta County, Colorado, of the second part, hereinafter called the Lessee,

W I T N E S S E T H :

Lessor, in consideration of the sum of One Thousand Dollars and other good and valuable consideration in hand paid, the royalties hereinafter stated, and the covenants and agreements hereinafter expressed, grants and leases exclusively unto Lessee the following described unpatented mining claims and lands located in Fremont County, Colorado, for the purpose of prospecting, drilling and exploring for minerals and mineral substances in any reasonable manner known to the mining industry, and developing, mining, extracting stockpiling, storing, removing and disposing of any and all minerals and mineral substances of whatsoever nature, including without limitation, uranium, thorium, vanadium and manganese, and to use so much of the surface as may be necessary or convenient in such operations and the rights herein granted, subject to the terms hereinafter contained:

The following unpatented mining claims described in the location certificates recorded in the office of the County Clerk and Recorder of Fremont County, Colorado, in the following books and pages:

NAME OF CLAIM	BOOK	PAGE
Dipper No. 1	352	299
Dipper No. 2	352	301
Dipper No. 3	352	303
Dipper No. 4	352	305
Dipper No. 5	352	308
Dipper No. 6	352	309
Dipper No. 7	352	373
Dipper No. 8	352	375
Dipper No. 9	352	377
Dipper No. 10	352	379
Dipper No. 11	352	381
Dipper No. 12	352	383
Dipper No. 13	352	385
Dipper No. 14	352	387
Dipper No. 15	352	389
Dipper No. 16	352	391

And the following described lands:

The E½SE¼ of Section 22; SW¼NE¼ of Section 21; E½NW¼ of Section 21; NW¼NW¼ of Section 21; NE¼NE¼ of Section 20; S½SE¼ of Section 17; NW¼SE¼ of Section 17; N½SW¼ of Section 17; SW¼NW¼ of Section 17; SE¼NE¼ of Section 18; NW¼SW¼ of Section 22, all in Township 17 South, Range 73 West of the 6th P. M.

TO HAVE AND TO HOLD UNTO THE SAID LESSEE for a term of five years from the date hereof and expiring on the 14th day of March, 1962 unless sooner forfeited or determined through a violation of any of the covenants and conditions herein contained to be kept and performed by said Lessee, with the option and right to extend this lease for an additional term of five years conditioned that the Lessee shall not be in default at the time of exercising such option to extend said lease. Notice of intention to exercise such option shall be

given in writing to the Lessor not less than 60 days prior to the expiration of the five-year term of this lease. Provided, however, if the option to extend the term hereof for the additional five years is exercised, and at the expiration of such extended term, minerals or mineral substances are being produced on the leased premises in paying quantities, then the term shall be extended and continued so long as such minerals or mineral substances are being so produced.

Lessor shall furnish lessee with a duly certified abstract of title to said lands, and all location notices and maps for said claims. Lessee shall not be required to accept other than a marketable title in lessor to said lands and a marketable possessory title to said claims. [redacted].

In consideration of the leasing of said lode mining claims and lands, the payment herein provided for and the provisions hereof, the said parties hereto covenant and agree as follows:

1. That the said lessee shall have the option to enter upon said premises and prospect, explore and drill the same and remove ore samples therefrom necessary or convenient in the determination of the value of said premises as mining property, all for a period of 90 days, to determine if he desires to continue the lease for the remainder of the term. Failure to notify the said lessor on or before the expiration of the said 90 days of his intention to surrender the lease, lessee shall be considered as continuing in possession under the lease, and thereupon shall begin active mining operations thereon, and thereafter shall work the property diligently, unless prevented directly or indirectly by strikes, governmental regulations and restrictions, act of God, governmental restriction or suspension of buying, or other causes beyond his control, from the production, mining and sale of commercial ores therefrom.

2. Lessee shall pay or cause to be paid to lessors a royalty of twelve per cent of the gross value of all ores of whatsoever nature shipped or sold from said premises. Gross value means the value of the ore before processing, F. O. B. the ore buying station or the mill, plus any bonuses and premiums paid by the government or ore buyer for the location, discovery, mining or selling ore from the premises, less any transportation costs for which lessee is not compensated by government haulage allowances. Gross value does not include haulage or development allowances, which shall be paid to lessee. Settlement for such royalties shall be made on or before the 20th day of each month for all ores accepted at the mill or ore buying station the preceding calendar month. If the lessor owns less than the entire undivided fee simple estate to the minerals and mineral substances in said premises, the royalties shall be paid to the lessor only in the proportion which lessor's interest bears to the entire undivided fee.

3. Lessee agrees that all new roads and campsites established by him on the demised premises shall be located so far as reasonable so as to cause the least possible damage and erosion, and that the said lessee will promptly pay to the lessor all damages to the surface of the premises directly caused by the lessee's mining operations thereon, such damage being fixed at $60.00 per acre for all cultivated and meadow lands and $15.00 per acre for all pasture lands so damaged.

4. All taxes, assessments and other burdens validly levied or asserted by any legally constituted public authority against the lessee's equipment, property and rights herein shall be paid in full by the said lessee before the same shall become delinquent, and as due, solely by the said lessee. Lessor shall pay all ad valorem property taxes assessed against the demised premises. Lessee shall pay as due all expenses, charges and liabilities connected in any manner with his operations hereunder, liquable or otherwise, and will protect the lessor and the demised premises from establishment of any such liability connected with such operations.

5. That the said lessee will at all times fully comply with such statutes and regulations as may be enacted by local, state or federal authorities, so as to protect and indemnify the lessor from liability to any third persons whomsoever, including, but not by way of limitation, all workmen, creditors, claimants of adverse interests, as may arise out of said mining operations or otherwise,

excepting only such claims as may arise by reason of adverse interests claimed in and to the title or right of possession which the lessor hereby expressly warrants to defend. Lessee expressly agrees to promptly perform, at his sole expense, all annual labor assessments required by law to be performed upon the above described unpatented mining claims so long as this lease is in effect.

6. Lessee will comply fully with all provisions of the Workmen's Compensation Laws of the State of Colorado or any other authority having proper jurisdiction to control the same, so as to fully protect the lessor against any and all claims for injuries or damages sustained by workmen or others on said premises, and to keep said premises fully posted so as to notify the public that said premises are being operated by the lessee under the within lease.

7. Lessee at all times will comply with such regulations, statutes and other provisions of law as may be, or hereafter shall be, enacted with respect to the control or operation of fissionable minerals so that at the end of said term any such rights as may revert to the lessor shall in no manner be prejudiced by the acts of the lessee.

8. When so required so to do by said lessor, the lessee will sufficiently and effectively fence or enclose all shafts and other workings as may be excavated by the said lessee on the demised premises, necessary to prevent livestock placed on said premises by the lessor, or his agent, from damages.

9. At all times during the term of this lease while the premises are in production of marketable ore, the lessor at his own risk, shall have the right of inspection of the premises and the workings, including the right to inspect any cores or cuttings which may be taken out of drill holes, and to obtain samples for his own assays, and, during proper hours, the said lessor or his legal representatives shall be authorized, at their own risk, to go through any workings on the land and to examine, inspect and survey the same, and make extracts of all books and weight sheets which show in any way the output from the demised premises.

10. Lessee shall not be required to recognize any transfer or change of ownership, however accomplished or secured, until 30 days after lessee shall have been furnished, by registered mail, with the original or certified copy of the recorded instrument or instruments evidencing the same, and no transfer or change of ownership shall operate in anywise to enlarge the obligations or diminish the rights of the lessee.

11. Default on the part of the lessee in keeping any of the provisions hereof shall thereby render this lease null and void, except in such case the lessor must notify lessee of such breach and lessee shall have a period of 30 days thereafter in which to cure such default. If default has not been cured within said period, then said lease shall fully terminate and end. If cured within said period, then the lease will continue in full force and effect.

12. Upon the expiration of this lease, or its forfeiture as hereinabove provided, lessee shall, if requested so to do, assign within 30 days to the lessor all the lessee's right, title and interest, if any, in and to the demised premises, except the lessee shall have the right to remove any machinery, equipment or other personal property belonging to him within 90 days of the forfeiture, termination or expiration of the within lease; and the said lessee may at any time hereafter execute and deliver to the lessor, or place of record, a release or releases covering the demised premises and terminate said lease and be released of all obligations thereunder.

13. In the event of a forfeiture of this lease as herein provided the said lessor may thereafter, without process of law, enter upon and take possession of said premises and property, and the said lessee agrees upon such default or expiration of this lease to surrender and yield up and deliver to the lessor, or the survivors thereof, quiet and peaceable possession of all of said premises, in good condition.

14. It is mutually understood and agreed between the parties that this lease cannot be transferred, assigned or sub-let to Juniper Oil and Mining Company or any of its subsidiaries, without the approval in writing of the said lessor. In event of any sale, assignment, subleasing or transfer of any rights hereunder by lessee, lessee shall pay lessor 12% of the consideration received therefor.

15. Lessor agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above-described premises, in the event of default of payment by lessor, and be subrogated to the rights of the holders thereof.

16. Any and all notices provided for in this instrument shall be given in writing either by personal service as provided for in the Colorado Rules of Civil Procedure, or by registered mail, return receipt requested, addressed to the respective parties as follows:

To Lessor:

Harold C. Russell

Canon City, Colorado

To Lessee:

Grover Turner

Delta, Colorado

Either address for notice may be changed by the respective party, his heirs, devisees, personal representatives or assigns, by like written notice. All notices by mail shall be effective when deposited in the mail, postage prepaid and registered, return receipt requested.

17. This agreement shall be binding upon and inure to the benefit of the heirs, divisees, successors and assigns of the respective parties hereto.

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

Harold C Russell (SEAL)
Lessor

Grover Turner (SEAL)
Lessee

STATE OF COLORADO,)
) ss.
County of Fremont.)

The foregoing instrument was acknowledged before me this 21st day of March, A. D. 1957, by Harold C. Russell, Lessor.

Witness my hand and notarial seal.

My commission expires August 25, 1960

Glauche B. Proctor
Notary Public

STATE OF COLORADO,)
) ss.
County of Fremont.)

The foregoing instrument was acknowledged before me this 21st day of March, A. D. 1957, by Grover Turner, Lessee.

Witness my hand and notarial seal.

My commission expires August 25, 1960

Glauche B. Proctor
Notary Public

ASSIGNMENT OF MINING LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Grover Turner hereinafter called assignor, for and in consideration of $1000.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey unto Cotter Corporation (NSL), a New Mexico Corporation, hereinafter called assignee, its successors and assigns, all of assignor's estate, right, title and interest in and to the attached and foregoing mining lease, and all of assignor's, estate, right, title and interest in and to the mining claims and the lands described in said mining lease; and without limitation, together with all rights of ingress and egress, all exploratory rights, and all rights of whatsoever nature incident and appurtenant thereto. Assignee assumes all future obligations of assignor under this lease.

And for the same consideration, the assignor covenants with assignee, its successors and assigns, that assignor is the lawful owner of and has good title to said lease, estates, rights, title and interests above conveyed and assigned, free and clear from all liens, encumbrances and adverse claims; that said lease is a valid and subsisting lease on the claims and lands therein described, and that all payments due thereunder have been made and all conditions necessary to keep the same in full force and effect have been duly performed.

EXECUTED this 21st day of March 1957.

Grover Turner

Grover Turner

STATE OF COLORADO)
) ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 21st day of March 1957, by Grover Turner.

Witness my hand and official seal.
My commission expires January 12, 1958.

Notary Public

FORM 206
REV. 10/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1292, Book 18

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 61, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Two hundred sixty and no/100 - Dollars ($ 260.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Teller, and State of Colorado, to-wit:

TOWNSHIP 12 South, RANGE 71 West, 6th P. M.

SECTION 36: E½ NE¼; W½; NE¼ SE¼; S½ SE¼

containing 520.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) ___15___ per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ------- per ton of 2,000 pounds of all ---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and Allied Minerals, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Said maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. Two copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

LESSEE

United Western Minerals Company
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1292 BOOK 16

STATE OF COLORADO

Uranium and Allied Minerals MINING LEASE

Lessee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 52.00

Land fund School

County Teller

Acres 520.00

COPY
ENTERED
RECEIVED JAN 15 1958
DATE | ENTERED | EXPIRES

RECORD OF ASSIGNMENTS

FORM 226
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1293, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Two hundred seventy-five and no/100 - Dollars ($ 275.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied / Minerals from the lands hereinafter described, situate, lying and being in the County of Teller, and State of Colorado, to-wit:

TOWNSHIP 13 South, RANGE 71 West, 6th P. M.

SECTION 36: Mineral lots 1 through 30, 32, 33, 35, 37 through 44, 46 through 49, 51 through 55, 57, 59 through 62

containing 550.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---------- per ton of 2,000 pounds of all ---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and Allied Minerals, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:
Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1293 BOOK 16

STATE OF COLORADO

Uranium and Allied Minerals MINING LEASE

Lessee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 55.00

Land fund School

County Teller

Acres 550.00

DMEA

CODE

RECORD OF ASSIGNMENTS

FORM 236
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1294, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three hundred twenty and no/100 - Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Teller, and State of Colorado, to-wit:

TOWNSHIP 14 South, RANGE 71 West, 6th P. M.

SECTION 36: All

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) .....15..... per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) .....---------- per ton of 2,000 pounds of all .....---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of ....Uranium and Allied Minerals and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1294 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

Lessee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 64.00

Land fund School

County Teller

Acres 640.00

RECORD OF ASSIGNMENTS

FORM 524
REV. 12/56

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1295, Book 18

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of One hundred sixty and no/100 - Dollars ($ 160.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied / Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 15 South, RANGE 71 West, 6th P. M.

SECTION 16: E½

containing 320.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) .....15.....per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) .....-------.....per ton of 2,000 pounds of all .....----------.....mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and/Allied Minerals, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:
Elizabeth Tackard
Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By A M Rance
President

Register

~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation
Alva A Simpson
Alva A. Simpson Jr. President

LEASE NO. 1295 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

Lessee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 32.00

Land fund School

County Park

Acres 320.00

FILE COPY
DMEA
RECEIVED

RECORD OF ASSIGNMENTS

REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1296, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Two hundred twenty and no/100 - Dollars ($ 220.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied / Minerals from the lands hereinafter described, situate, lying and being in the County of Fremont, and State of Colorado, to-wit:

TOWNSHIP 49 North, RANGE 11 East, N. M. P. M.

SECTION 36: W½; NW¼ SE¼; S½ SE¼

containing 440.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) ....15..... per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) .....per ton of 2,000 pounds of all .....mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and Allied Minerals and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent stub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____
President

_____
Register

_____
~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
A Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1296 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

[illegible]ee United Western Minerals Co.

Address Box 41

Cañon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

[illegible] fees paid $ 44.00

Land fund School

County Park

[illegible] 440.00

RECORD OF ASSIGNMENTS

FORM 326
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1297, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three hundred twenty and no/100 - Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 13 South, RANGE 74 West, 6th P. M.

SECTION 16: All

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) .....15.....per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) .....-------.....per ton of 2,000 pounds of all ----------mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and/ Allied Minerals and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By

President

Register

~~Engineer~~

LESSEE

UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1297 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

Lessee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 64.00

Land fund School

County Park

Acres 640.00

DMEA
RECEIVED

RECORD OF ASSIGNMENTS

FORM 326
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1298, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 19 57 by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three hundred twenty and no/100 - Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 13 South, RANGE 74 West, 6th P. M.

SECTION 36: All

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 19 57, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 19 62, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ------ per ton of 2,000 pounds of all ---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and Allied Minerals, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1298 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

see United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 64.00

Land fund School

County Park

Acres 640.00

RECORD OF ASSIGNMENTS

FORM 226
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1299, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three hundred twenty and no/100 ----- Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 14 South, RANGE 74 West, 6th P. M.

SECTION 36: All

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ------- per ton of 2,000 pounds of all ---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and/Allied Minerals and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1299 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

Lessee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 64.00

Land fund School

County Park

Acres 640.00

OFFICIAL FILE COPY
DMEA
RECEIVED

RECORD OF ASSIGNMENTS

FORM 256
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1300, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three hundred twenty and no/100 - Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 15 South, RANGE 74 West, 6th P. M.

SECTION 16: All

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---------- per ton of 2,000 pounds of all ---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and Allied Minerals and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware Corporation

Alva A. Simpson Jr., President

LEASE NO. 1300 BOOK 16

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RECEIVED JAN 13 1958

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

Name United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 24.00

Land fund School

County Park

Acres 640.00

RECORD OF ASSIGNMENTS

FORM 328
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1301, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three hundred twenty and no/100 - Dollars ($320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 15 South, RANGE 74 West, 6th P. M.

SECTION 36: All

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

   a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

   b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

   c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---------- per ton of 2,000 pounds of all ---------- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and Allied Minerals and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

_____ ~~Engineer~~

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1301 BOOK 16

STATE OF COLORADO

Uranium and
Allied Minerals MINING LEASE

[illegible]ee United Western Minerals Co.

Address Box 41

Canon City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fees paid $ 50.00

Land fund School

County Park

Acres 640.00

RECEIVED
DATE

RECORD OF ASSIGNMENTS

FORM 220
REV. 12/55

STATE OF COLORADO

URANIUM and ALLIED MINERALS MINING LEASE No. 1302, Book 18

1. THIS MINING LEASE, Made in duplicate and entered into this 25th day of September, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Co. of Box 41, Canon City, Colorado, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of One hundred sixty and no/100 - Dollars ($ 160.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium and Allied Minerals from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 13 South, RANGE 76 West, 6th P. M.

SECTION 15: W½

containing 320.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 25th day of September, 1957, for the full term of five (5) years and until 12:00 noon on the 25th day of September, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ 0.00
2nd year	0.00
3rd year	0.00
4th year	0.00
5th year	0.00

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) ___15___ per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) _____ per ton of 2,000 pounds of all _____ mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of Uranium and/Allied Minerals, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Co.
Box 41, Canon City, Colorado
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

LESSEE
UNITED WESTERN MINERALS COMPANY
a Delaware corporation

Alva A. Simpson, Jr., President

LEASE NO. 1302 BOOK 16

STATE OF COLORADO

Bituminous and
Solid Minerals MINING LEASE

United Western Minerals Co.

Address Box 41

Green City, Colorado

Effective date: Noon of September 25, 1957

Expiration date: Noon of September 25, 1962

Filing fee paid $ 32.00

Land Dist. Mineral Improvement

Township Park

Acres 320.00

RECORD OF ASSIGNMENTS

STATE OF COLORADO

PARTIAL MINING LEASE No. 1329, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 26th day of November, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Company of P. O. Box 381, Santa Fe, New Mexico, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of One Hundred and Nine and no/100 ---------- Dollars ($ 109.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium, from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 12 South, RANGE 75 West, 6th P. M.

SECTION 5: Lots 3 and 4; S/2 NW/4; W/2 SW/4

containing 217.36 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 26th day of November, 1957, for the full term of five (5) years and until 12:00 noon on the 26th day of November, 1961, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	None
2nd year	None
3rd year	None
4th year	None
5th year	None

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessee reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ____ per ton of 2,000 pounds of all ____ mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessee shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of uranium, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado on a scale of [illegible] feet to the inch, showing the dimensions of ore vein, a permanent [illegible] point of the [illegible] of the angle of the face of the slope, at each elevation and at each angle, [illegible] stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office of the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Company
P. O. Box 381, Santa Fe, New Mexico
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:
Elizabeth Pickard
Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____
President

_____
Register

_____
Engineer

LESSEE

UNITED WESTERN MINERALS COMPANY
BY _____
PRESIDENT

LEASE NO. 1329 BOOK 16

STATE OF COLORADO

LEASING MINING LEASE

Name: UNITED WESTERN MINERALS COMPANY

Address: P. O. Box 381
Santa Fe, New Mexico

Effective date: Noon of November 26, 1957

Expiration date: Noon of November 26, 1961

Lease fee paid $ 21.80

Total fund Internal Improvement

County Park

Acres 217.36

RECORD OF ASSIGNMENTS

FORM 000
REV. 10/00

STATE OF COLORADO

URANIUM MINING LEASE No. 1330, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 26th day of November, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Company of P. O. Box 381, Santa Fe, New Mexico, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three Hundred and Twenty and no/100 Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium, from the lands hereinafter described, situate, lying and being in the County of Fremont, and State of Colorado, to-wit:

TOWNSHIP 51 North, RANGE 11 East, N.M. P. M.

SECTION 23: ALL

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 26th day of November, 1957, for the full term of five (5) years and until 12:00 noon on the 26th day of November, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ None
2nd year	None
3rd year	None
4th year	None
5th year	None

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---- per ton of 2,000 pounds of all ---- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of uranium, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Company P. O. Box 381, Santa Fe, New Mexico Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

_____ Engineer

LESSEE

UNITED WESTERN MINERALS COMPANY

By _____

PRESIDENT

LEASE NO. 1330 BOOK 16

STATE OF COLORADO

PLATINUM MINING LEASE

Name United Western Minerals Company

Address P. O. Box 381 Santa Fe, New Mexico

Effective date: Noon of November 26, 1957

Expiration date: Noon of November 26, 1962

Filing fees paid $ 64.00

Land fund School

County Fremont

Acres 640.00

RECORD OF ASSIGNMENTS

FORM 220
REV. 10/00

STATE OF COLORADO

URANIUM MINING LEASE No. 1331, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 26th day of November, 19 57, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Company of P. O. Box 381, Santa Fe, New Mexico, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Three Hundred and Twenty and no/100 ---------- Dollars ($ 320.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium from the lands hereinafter described, situate, lying and being in the County of Fremont, and State of Colorado, to-wit:

TOWNSHIP 51 North, RANGE 11 East, N. M. P. M.

SECTION 24: ALL

containing 640.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 26th day of November, 19 57, for the full term of five (5) years and until 12:00 noon on the 26th day of November, 19 62, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ None
2nd year	None
3rd year	None
4th year	None
5th year	None

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---- per ton of 2,000 pounds of all ---- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of uranium, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Company
P. O. Box 381, Santa Fe, New Mexico
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

_____ Engineer

LESSEE

UNITED WESTERN MINERALS COMPANY

BY _____

PRESIDENT

No. 1331 BOOK 16

STATE OF COLORADO

MINING LEASE

Name: United Western Minerals Company

Address: P. O. Box 381
Santa Fe, New Mexico

Effective date: Noon of November 26, 1957

Expiration date: Noon of November 26, 1962

Filing fees paid $ 64.00

School fund School

County Fremont

Acres 640.00

RECORD OF ASSIGNMENTS

FORM 220
REV. 10/56

STATE OF COLORADO

URANIUM MINING LEASE No. 1332, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 26th day of November, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Company of P. O. Box 381, Santa Fe, New Mexico, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of One Hundred and Sixty and no/100 Dollars ($ 160.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium from the lands hereinafter described, situate, lying and being in the County of Fremont, and State of Colorado, to-wit:

TOWNSHIP 51 North, RANGE 11 East, N.M. P. M.

SECTION 25: North One-half

containing 320.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 26th day of November, 1957, for the full term of five (5) years and until 12:00 noon on the 26th day of November, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ None
2nd year	None
3rd year	None
4th year	None
5th year	None

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---- per ton of 2,000 pounds of all ---- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of uranium, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Company P. O. Box 381, Santa Fe, New Mexico
Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

_____ Engineer

LESSEE

UNITED WESTERN MINERALS COMPANY

BY _____

PRESIDENT

FILE NO. 1332 BOOK 16

STATE OF COLORADO

MINERAL MINING LEASE

Lessee: United Western Minerals Company

Address: P. O. Box 381
Santa Fe, New Mexico

Effective date: Noon of November 26, 1957

Expiration date: Noon of November 26, 1962

Filing fees paid $ 32.00

Land fund School

County Fremont

Acres 320.00

RECORD OF ASSIGNMENTS

FORM 330
REV. 10/00

STATE OF COLORADO

URANIUM MINING LEASE No. 1333, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 26th day of November, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Company of P. O. Box 381, Santa Fe, New Mexico, hereinafter referred to as "Lessee".

W I T N E S S E T H

2. Lessor, for and in consideration of the sum of One Hundred and Sixty and no/100 Dollars ($160.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium from the lands hereinafter described, situate, lying and being in the County of Fremont, and State of Colorado, to-wit:

TOWNSHIP 51 North, RANGE 11 East, N.M. P. M.

SECTION 26: North One-half

containing 320.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 26th day of November, 1957, for the full term of five (5) years and until 12:00 noon on the 26th day of November, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ None
2nd year	None
3rd year	None
4th year	None
5th year	None

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) .....15.....per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) .....----.....per ton of 2,000 pounds of all .....----.....mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of.....uranium....., and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. A map of the mine shall be made yearly by an engineer or surveyor duly licensed by the State of Colorado, on a scale of not less than 100 feet to the inch, showing the dimensions of ore vein, a permanent hub with center point at the top of the shaft or the face of the slope, at each elevation and at each angle, at side entries, stopes, rooms or drifts, showing elevation of same and latitude and departure and date established, each point taken from a true meridian established on the surface; and shall bear the name or number of the mine; its location as to county, section, township, and range, the name of the company or owner; the north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Company, P. O. Box 381, Santa Fe, New Mexico

Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting of subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

_____ Engineer

LESSEE

UNITED WESTERN MINERALS COMPANY

BY _____

PRESIDENT

Lease No. 1333 BOOK 16

STATE OF COLORADO

PARKER MINING LEASE

Lessee: United Western Minerals Company

Address: P. O. Box 381
Santa Fe, New Mexico

Effective date: Noon of November 26, 1957

Expiration date: Noon of November 26, 1962

Total Rent paid $ 32.00

Rental fund School

County Fremont

Acres 320.00

RECORD OF ASSIGNMENTS

STATE OF COLORADO

URANIUM MINING LEASE No. 1339, Book 16

1. THIS MINING LEASE, Made in duplicate and entered into this 11th day of December, 1957, by and between THE STATE OF COLORADO, acting through its State Board of Land Commissioners, hereinafter referred to as "Lessor" and United Western Minerals Company of P. O. Box 381, Santa Fe, New Mexico, hereinafter referred to as "Lessee".

WITNESSETH

2. Lessor, for and in consideration of the sum of Two Hundred and No/100 ---------- Dollars ($ 200.00) as rental for the first year hereof, receipt of which is hereby acknowledged, and the further payment of an equal sum on or before each anniversary of the date hereof, as annual rental for the ensuing year, which Lessee hereby covenants and agrees to pay so long as this lease shall remain in effect, and in further consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, its successors and assigns, has demised and leased to the Lessee the right and privilege of mining for and taking Uranium and other minerals of value that can be removed in the process of mining and milling Uranium from the lands hereinafter described, situate, lying and being in the County of Park, and State of Colorado, to-wit:

TOWNSHIP 11 South, RANGE 77 West, 6th P. M.

SECTION 10: North One-half and West Half of the Southwest One-quarter

containing 400.00 acres, more or less, together with the right to use as much of the surface thereof as may reasonably be required in the exercise of the rights and privileges herein granted, subject to existing rights of way, the rights of lessees, and the rights of patentees of said premises where the lands herein leased or any part thereof have been patented and mineral rights reserved to the State of Colorado.

3. Reserving, however, to the State of Colorado:

a. The right to use or lease said premises or any part thereof at any time for any purpose other than and not inconsistent or interfering with the rights and privileges herein specifically granted.

b. The right at all times during the life of this lease to go upon said premises and every part thereof, for the purpose of inspecting same, and the books of account and records of mineral workings therein, and of ascertaining whether or not said Lessee and those holding thereunder by and from it, are carrying out the terms, covenants and agreements in this lease contained.

c. Reserving all rights and privileges of every and whatsoever kind or nature not herein expressly granted.

4. TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Lessee and the heirs, assigns, successors or legal representatives of Lessee, from 12:00 noon on the 11th day of December, 1957, for the full term of five (5) years and until 12:00 noon on the 11th day of December, 1962, and as long thereafter as the minerals hereinabove designated are being produced in paying quantities from said premises, and the royalty and rents provided for herein are being paid, subject to the terms, conditions and agreements, herein set forth.

5. As minimum and advance royalty, without relation to the amount of the minerals mined from the leased premises, the Lessee shall pay to the Lessor the following amounts:

Lease Year	Minimum Royalty
1st year	$ None
2nd year	None
3rd year	None
4th year	None
5th year	None

It is further provided that if this lease is extended by reason of production, the State Board of Land Commissioners shall by Board Order, at the termination of each and every five-year period during the extension of this lease, fix and determine the rate of advance royalty to be paid annually in advance by the Lessee for and during each year of the succeeding five-year period of the lease.

6. In the event that said Lessee shall not extract from said premises said minimum amounts above specified during each lease year of the term of this lease, it is nevertheless understood that the above sums of money are royalties for the years stated, and are due and payable to the Lessor whether minerals are mined or not during such year, but that such minimum advance royalty shall be credited upon the first royalties due as hereinafter provided for minerals actually produced from said premises and sold or milled during the year for which such minimum royalty was paid.

7. Lessee covenants and agrees that during the continuance of this lease he will fully comply with all of the provisions, terms and conditions of all laws, whether State or Federal, and orders issued thereunder, which may be in effect during the continuance hereof relating to the operations of Lessee under this lease, and the marketing of any product thereof, or labor relations in connection with such operations or marketing.

8. The Lessee shall mine and extract from the demised premises the mineral hereinabove designated and other minerals that can be extracted in the process of mining and milling so as to produce the greatest net return per ton of ore mined, regardless of the principal type of ore which shall yield such return.

9. Lessor reserves as royalty, and Lessee agrees to pay to Lessor on or before the 20th day of each month hereafter the following:

(a) 15 per cent of the sales at mill of all ores delivered to the mill at which sold.

(b) ---- per ton of 2,000 pounds of all ---- mined.

10. Royalty payments shall apply to payment received by the Lessee on any mineral so sold. The minerals mined from the leased premises may be milled in a custom or commercial plant or mill owned and operated by Lessee. They may not be mixed or commingled with ores from other properties until they have been crushed and sampled by the mill for the purpose of determining the hereinabove designated mineral and other minerals contained in the crude ore that may be salvaged by milling of same. The resulting samples shall be assayed at the laboratory used by the mill where ore is milled and Lessor shall receive an assay certificate showing the contents of each day's delivery to mill. In addition, the mill shall reserve a pulp of each day's composite sample for testing, provided, however, said mill shall not be obliged to keep pulp for a period of more than ninety (90) days. In the event of a dispute as to analysis, the pulp prepared from each composite sample shall be referred to an umpire acceptable to Lessor and Lessee and the determination of the umpire shall be binding upon both parties. The net weight of the crude ore on a dry weight basis shall be determined at the scales at the mill. Lessor shall have the right to check the weights as often as it deems advisable. Lessee shall furnish Lessor with duplicate scale weight certificates. Lessee agrees to, and shall be held accountable to see that the foregoing provisions are carried out by such mill or mills as shall receive minerals produced from the premises herein demised.

11. On or before the 20th day of each and every month during the term of this lease, Lessee shall make a sworn report to the Lessor in which shall be entered and set down the exact amount in weight of all minerals of value mined on said premises during the preceding calendar month. Such statements shall clearly set forth the tonnage as shown by the miners production reports, and shall also show the use or disposal by the Lessee of such minerals of value. The report shall be made whether or not any minerals are mined during the month for which the report is made. In the event that no mining is done during the month for which the report is made, such report shall contain a complete statement of the work done by the Lessee during the month.

12. The Lessee shall have the right to mine, raise, carry and transport ores from the lands hereby leased through other lands now or hereafter owned or leased by the Lessee, and the right to raise, carry and transport ores mined by the Lessee from other lands owned or leased by the Lessee over or through the lands covered by this lease; provided, that the ores mined from other lands are in no event mixed with ore mined from these leased premises, except as provided in Paragraph 10 herein.

13. The Lessee further agrees to hold the Lessor harmless for any and all manner of claims arising or to arise from the said leased premises by Lessee whether from soil or surface subsidence, or from any other cause or any other nature soever; this paragraph shall be binding upon Lessee and upon the heirs, assigns, successors and legal representatives of Lessee, and shall be a continuing obligation during and after the expiration of this lease, so long as any possibility of soil or surface subsidence remains.

14. The Lessee may at any time, by paying to the State of Colorado, acting by its State Board of Land Commissioners, all amounts then due as provided herein, and the further sum of Two Dollars ($2.00), surrender and cancel this lease insofar as the same covers all or any portion of the lands herein leased and be relieved from further obligations or liability hereunder with respect to the lands so surrendered; provided that no partial surrender or cancellation of this lease shall be for less than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section; provided further that this surrender clause and the option herein reserved to the Lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law by the Lessee, Lessor or any assignee of either to enforce this lease, or any of its terms express or implied, but in no case shall surrender be effective until Lessee shall have made full provision for conservation of the minerals and protection of the surface rights of the leased premises.

15. The Lessee, with the written consent of the Lessor, shall have the right to assign this lease as to the entire leasehold interest of such Lessee in all or part of the lands covered hereby, not less, however, than contiguous tracts of approximately forty (40) acres or Governmental lot corresponding to a quarter-quarter section for any partial assignment and for approval of such assignment the Lessor may make a charge of ten cents ($0.10) per acre, with a minimum charge for any one assignment of Ten and No/100 Dollars ($10.00). No assignment of undivided interests or retention or reservation of overriding royalties will be recognized or approved by Lessor; and the effect, if any, of any such assignments or reservations will be strictly and only as between the parties thereto, and outside the terms of this lease, and no dispute between parties to any such assignment or reservation shall operate to relieve the Lessee from performance of any terms or conditions hereof or to postpone the time therefor. Lessor will and shall at all times be entitled to look solely to the Lessee or his assignee shown on its books as being the sole owner hereof, and for the sending of all notices required by this lease and for the performance of all terms and conditions hereof. If an assignment in whole or part of this lease is approved, a new lease shall be issued to the assignee covering the lands assigned, for the balance of the life of the lease, on the lease form in use at the time of the assignment for the mining of uranium, and limited as to term as said lease is limited, and the assignor shall be released and discharged from all obligations, and shall be held to have released all rights and benefits thereafter accruing with respect to the assigned land, as if the same had never been a part of the subject matter of this lease.

16. In the underground and open pit workings, all shafts, inclines and tunnels shall be well timbered (when good mining requires timbering) and all parts of workings, where minerals are not exhausted, will be kept free from water and waste materials, as in ordinary operations. The underground and open pit workings shall be protected against fire and floods and the creeps and squeezes. If such events do occur they shall be checked in a manner which is in keeping with good methods of mining. Such methods of mining shall be used as shall insure the extraction of the greatest possible amounts of minerals consistent with good mining methods.

17. Lessee shall be liable and agrees to pay for all damages to the surface of the land, livestock, growing crops or improvements caused by Lessee's operations on said lands. It is agreed and understood that no operations shall be commenced on the lands hereinabove described unless and until the Lessee or his assignee shall have filed a good and sufficient bond with the Lessor in an amount to be fixed by Lessor, to secure the payment for such damage to the surface of the land, livestock, growing crops or improvements as may be caused by Lessee or his assignee's operations of said lands and to secure compliance with all the provisions, conditions, covenants and obligations of this lease and the statutes of the State of Colorado, and rules and regulations thereto appertaining.

18. It is agreed that during all proper hours and at all times during the continuance of this lease the Lessor, by its Superintendent of the Mineral Department or by its duly authorized agent or agents, shall be, and hereby is authorized to check scales as to their accuracy, to go through any of the slopes, entries, shafts, openings or workings on said premises, and to examine, inspect and survey the same and to examine and make extracts or copies of all books and weight sheets which show in any way the mineral output of the leased premises, and that all conveniences necessary for said inspection, survey or examination shall be furnished to the Lessor, its Superintendent of the Mineral Department or its agent or agents by the Lessee.

19. It is agreed that the Lessee, while using any diamond, churn or other drill on said premises during the term of this lease, shall keep an accurate log of all work so done and performed, showing the geological formations penetrated, the depth or thickness of each, the mineral character of each, especially mineral veins and strata, their elevations, the location of same by tying to a corner of some legal subdivision or, in unsurveyed territory, to some bench mark or other officially established point, established by the United States surveys, and each and every thing necessary to make and supply a perfect and complete log of the hole throughout its entire depth, a true copy of which said log shall be furnished the Lessor when and at the time such holes are drilled or at any time thereafter upon demand of the Lessor.

20. [illegible] Colorado [illegible] hub with [illegible] at side entrance, stope [illegible] licked, each point [illegible] of the mine; its location as to county, township, [illegible] north point; the scale to which the map is drawn and explanatory legend; and the certificate of the engineer or surveyor as to its accuracy.

21. Mine maps and plans hereinbefore mentioned shall be extended and corrected at least once each year. True copies of all maps and plans shall be provided as follows: The original maps and tracings to be kept in the office of the engineer or surveyor, blue or white prints certified to by engineer to be on file, one at the office at the mine, one at the office of the Mineral Superintendent of the State Board of Land Commissioners, Capitol Building, Denver, Colorado.

22. Lessor reserves the right to grant rights of way over said premises for public roads, railroads, power, telegraph, telephone, ditches, and canal lines, or lease the above described lands for any other purpose than the one specified herein, which such grants or leases shall be so made as not to interfere with the operation of this lease, and so as to require the grantees of such rights to assume all risk resulting therefrom.

23. Any notice required or permitted to be given to the Lessee under the provisions of this lease shall be sent by registered mail, addressed to United Western Minerals Company, P. O. Box 381, Santa Fe, New Mexico. Such service of notice by mail shall be sufficient and in full compliance with the terms of this lease.

24. In the event this lease is terminated by forfeiture, surrender or the expiration of term, the Lessee may remove all improvements and equipment from the said premises within nine (9) months from the date of such termination, and such removal shall be accomplished without unnecessary waste or injury to the premises. All improvements and equipment remaining on the leased premises nine months after the termination hereof shall be forfeited to the State of Colorado, without compensation.

25. The Lessee, before commencing work under the provisions of this lease, or sub-leasing, contracting or subcontracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at times keep such compensation insurance in full force and effect, and shall furnish the Lessor with premium receipts or other satisfactory evidence of Lessee's compliance with this requirement; and a failure of the Lessee strictly to comply with this requirement shall subject this lease to cancellation at the option of Lessor as hereinafter provided.

26. It is agreed that if for any reason the Lessee shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of thirty (30) days after service of written notice thereof upon the Lessee by the Lessor, the Lessor shall have the right to declare this lease forfeited, and to enter onto the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee or any person occupying the premises, using such force as may be necessary to do so. In the event of the termination of this lease by reason of breach of the covenants herein contained, the Lessee shall surrender and peaceably deliver up to the Lessor the above described premises, and such premises shall be in good mining condition. If, upon termination of this lease for any reason, whether by surrender, forfeiture or expiration of term or otherwise, Lessee shall not have fully complied with the terms of this lease, Lessor shall hold and retain possession of the property, improvements, and equipment of Lessee, as security unto Lessor for the payment of rents and royalties due it, or to protect it against liens, or to indemnify it against any loss or damage sustained by it by reason of the default of the Lessee, for which purpose Lessor is hereby given a lien upon all of such property, improvements, and equipment, which lien shall attach as the same are placed upon the premises. In the event Lessor shall foreclose the lien in this Article given to it by Lessee, Lessor may itself be a purchaser at any sale thereof under such foreclosure. Upon the termination of this lease for any cause, if the Lessee shall remain in the possession of said premises, he shall be guilty of an unlawful detainer under the statutes in such case made and provided and he shall be subject to all the conditions and provisions thereof and to eviction and removal, forcibly or otherwise, with or without process of law, as above provided.

27. Lessee shall pay all taxes lawfully assessed on property of Lessor located on the leased premises.

28. No assignment or transfer of this lease will be held valid by Lessor, unless made with its consent in writing and duly entered in the books of record of said Board.

29. The benefits and obligations of this lease shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

30. IN WITNESS WHEREOF, the Lessor has caused these presents to be executed in duplicate by the State Board of Land Commissioners and sealed with the official seal of said Board, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

Recommended to the Board:

Administrative Assistant

STATE BOARD OF LAND COMMISSIONERS

By _____ President

_____ Register

_____ Engineer

LESSEE

UNITED WESTERN MINERALS COMPANY

BY _____

PRESIDENT

BOOK 10

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]ber 11, 1957

[illegible]ber 11, 1962

[illegible]

[illegible]

[illegible] Improvement

[illegible]

[illegible]00

UNITED WESTERN MINERALS COMPANY

P.O. BOX 381-136 W. PALACE AVE.
SANTA FE, NEW MEXICO

TELEPHONE 3-7213
TWX ; SANTA FE , N.M. 5832

March 11, 1959

Mr. Frank E. Johnson
United States Department
of the Interior
Office of Minerals Exploration
Washington 25, D. C.

Re: Docket No. DMEA-4919 (Uranium)
Chumway Park & Tallahassee Creeklands
Park & Fremont Counties, Colorado

Dear Mr. Johnson:

Our Company, together with the Golden Cycle Corporation, has a revised proposal for a Front Range uranium plant before the A.E.C. at present. The lack of sufficient developed ore may cause the A.E.C. to reject our proposal, and until such time as a market is available, we intend to curtail further exploration activity in the area.

Therefore, we request that you withdraw our present application.

Sincerely yours,

Alva A. Simpson, Jr.

Alva A. Simpson, Jr.
President

AAS:spr

No further action required.
mc.

OFFICIAL FILE COPY
O. M. E.
RECEIVED MAR 16 1959

DATE	INITIALS	CODE
3/16	C	220
16	Ching	700
		225

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Washington 25, D. C.

January 31, 1959

Memorandum for Docket

Subject: Withdrawal of Pending DMEA Applications

Effective this date, this pending DMEA application is considered withdrawn for statistical purposes.

If, at a later date, the applicant requests reconsideration under the OME program, all pertinent material in the DMEA file should be transferred to the new OME docket.

Frank E. Johnson
Frank E. Johnson
Acting Director

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
3/2/59	Ching	700
3/2	Kuparinen	700
3/2	Selfridge	120
		~~110~~
		~~100~~
3/3	C	220
		700

MAR 2 1959

Mr. Alva A. Simpson, Jr., President
United Western Minerals Company
136 West Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Chumway Park and Tallahassee
Creek lands
Park and Fremont Counties, Colorado

Dear Mr. Simpson:

Reference is made to our letter of January 29, 1959, regarding action required to make your DMEA application eligible for consideration under the OME regulations.

We wish to cooperate with you in allowing ample time to complete such action, but, if we do not hear from you 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,

(signed) FRANK E. JOHNSON (ff)

Acting Director

MChing/gla
3-2-59
cc to: Director's Reading File
THKiilsgaard, 5224
Mr. Ching
OME Field Team, Region III (2)

43683

MME Form 7
(10-58)

OFFICIAL FILE COPY

Date	Surname	Code
1/15/59	Ching	700
1/15	Krumte	700
1/22	Selfridge	120
		~~110~~
		~~100~~
1/29	C	220
		700

JAN 29 1959

Mr. Alva A. Simpson, Jr., President
United Western Minerals Company
136 West Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Chumway Park and Tallahassee
Creek lands
Park and Fremont Counties, Colorado

Dear Mr. Simpson:

Enclosed is a copy of the regulations for obtaining Federal assistance in financing mineral exploration under which the new Office of Minerals Exploration will operate.

If you wish that your partly-processed DMEA application be considered under the OME regulations, please complete and return four of the copies of the attached application, MME Form 40.

Your attention is called especially to the certification which when signed declares that you would not ordinarily undertake the proposed exploration under current conditions and circumstances at your sole expense, andto Item 1(a) - and 1(c) if applicable - which relates to information used to determine your financial eligibility under the new exploration program. Information that is included in your DMEA application need not be repeated in the OME application, but you can add new information if you so desire.

Please refer to our letter of June 13, 1958, in which we pointed out the necessity of submitting proof of your right of possession to certain lands. If you believe that you are eligible financially under the new exploration program, it is suggested that you submit the above-mentioned proof along with the new application forms.

Also enclosed are six copies of the Lien and Subordination Agreements, MME Form 52, referred to in Item 2(c) of the application. Early submittal of five completed copies of the form will save time in case you apply for exploration assistance under the OME program and a contract is granted.

43683

If you do not wish to participate in the OME program, we shall appreciate being so informed.

Sincerely yours,

Frank E. Johnson

Acting Director

Enclosures

MChing/gla
1-15-59
cc to: Director's Reading File
THKiilsgaard, 5224
Mr. Ching
OME Field Team, Region III (2)

OFFICIAL FILE COPY

Date	Surname	Code
12/12/58	Ching	700
12/12	Knowles	700
		120
12/15	Johnson	110
		220
	Pending	225

DEC 15 1958

Mr. E. B. White, Jr., Vice President
United Western Minerals Company
136 W. Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Teller, Park, and Fremont
Counties, Colorado

Dear Mr. White:

This will reply to your letter of December 10, 1958, to Mr. C. O. Mittendorf, who is no longer with this office.

The new regulations have not yet been approved in final form but we expect them to be made effective very shortly. As soon as we are in a position to do so we shall send you the new application forms requested.

Sincerely yours,

(signed) FRANK E. JOHNSON

Acting Director

MChing/gla
12-12-58
cc to: Director's Reading File
THKiilsgaard, 5224
Mr. Ching
OME Field Team, Region III (2) w/2cc incoming letter

8623

UNITED WESTERN MINERALS COMPANY

P.O. BOX 381-136 W. PALACE AVE.
SANTA FE, NEW MEXICO

TELEPHONE 3-7213
TWX ; SANTA FE , N.M. 5832

December 10, 1958

OFFICIAL FILE COPY
O. M. E.
RECEIVED DEC 12 1958

DATE	INITIALS	CODE
12-12	C	220
"	Ching	700
	Pending	

Mr. C. O. Mittendorf
Acting Director
United States Department of the Interior
Office of Minerals Exploration
Washington 25, D. C.

Re: Docket No. DMEA-4919 (Uranium)
Teller, Park, and Fremont
Counties, Colorado

Dear Sir:

You wrote us on September 19, 1958, concerning the proposed OME regulations and enclosed a reprint from the Federal Register of September 17. You indicated that sometime after October 17 when the final regulations became effective you would send us the new application forms so that we could furnish any additional information necessary to process our application for aid under the new program.

I do not know whether these new regulations have become effective, but if so, I would appreciate your sending the new application forms so that we could expedite their submission. If the new regulations have not become effective, could you give me the probable effective date?

Sincerely,

E. B. White, Jr.
Vice President

EBW:gwd

DMA Form 7
(2-56)

OFFICIAL FILE COPY

Date	Surname	Code
9/19	Gwone	700
"	[illegible]	100

SEP 19 1958

United Western Minerals Company
136 W. Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Teller, Park, and Fremont
Counties, Colorado

Gentlemen:

As you have an application for exploration aid pending in our office, perhaps you may wish to study the proposed OME regulations and comment on them before October 17 as provided in the first paragraph of the enclosed notice reprinted from the Federal Register of September 17.

Some time after October 17 when the final regulations become effective, we will send you the new application form so you may furnish any additional information necessary to process your application for aid under the new program.

Sincerely yours,

[illegible]

[illegible] Director

Enclosure

gla
9-19-58
cc to: Director's Reading File
Field Team, Region III (2)

8623

orm 7

OFFICIAL FILE COPY

Date	Surname	Code
7/2/58	Ching	700
7/2	Krause	700
7/2	Selfridge	120
"	Johnson	110
"	Mittendorf	100
		220
		225
7/2	Lamb	130
7/2	Nelson	130

JUL 2 1958

Mr. Alva A. Simpson, Jr., President
United Western Minerals Company
136 West Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Chumway Park and Tallahassee
Creek lands
Park and Fremont Counties, Colorado

Dear Mr. Simpson:

Early in June we sent you the Department of the Interior Information Service Release dated June 6 which announced that no new Defense Minerals Exploration Administration contracts could be executed after June 30 because of the ending of the present program for exploration assistance.

We regret to inform you that your application, identified above, could not be completely processed before June 30 because proof of possession of the land listed in our letter of June 13, 1958, was not supplied. However, we will be glad to hold your application until the Congress acts on pending legislation to continue the program. If it is continued, we will then ask you to state whether you wish us to consider your application under the new regulations established for this program.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

MChing/gla
7-2-58
cc to: Admr.'s Reading File
THKiilsgaard, 5224
Mr. Ching
DMEA Field Team, Region III (2)

8623

6/20 220 700

224 New Customhouse
Denver 2, Colorado
June 18, 1958

Mr. Marvin C. Chase
District Supervisor
United Western Minerals Company
P. O. Box 41
Canon City, Colorado

Re: Docket No. DMEA 4919 (Uranium)
Chumway Park and Tallahassee
Creek Lands, Park and Fremont
Counties, Colorado

Dear Mr. Chase:

This will acknowledge receipt of your letter dated June 9, 1958, regarding the captioned application.

The report of examination on this property has been forwarded the Washington Office, DMEA, for their consideration and they will advise your company of their final action.

Very truly yours,

Original signed by
J. W. TOWNSEND

J. W. Townsend
Alternate Acting Executive Officer
DMEA Field Team, Region III

HMC:dp

cc: Man. Op. Comm. 2
Harshman
DMEA/DFC
Docket
Chron.

UNITED WESTERN MINERALS COMPANY
P.O. BOX 41 PHONE 1869
CANON CITY, COLORADO

June 9, 1958

Mr. W. H. King
Defense Minerals Exploration Administration
Third Floor, New Custom House
Denver, Colorado

Dear Mr. King:

Regarding our conversation of a few months ago, it is our intension to post bond for surface damage on all the properties effected by the DMEA Loan in order to speed up the loan.

If there is anything else we can do to speed up final approval of the loan, particularly before July 1, please notify us.

Very truly yours,

Marvin C. Chase
msm

Marvin C. Chase
District Supervisor

cc: Norman S. Dike

MCC:msm

DMEA
DEPARTMENT OF THE INTERIOR
JUN 18 1958
REGION III
DENVER, COLORADO

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
6/13/58	Murphy	700
"	Ellis	700
"	Flemming	110
"	Montgomery	100
6/13	C O	220
		700

JUN 13 1958

Mr. Alva A. Simpson, Jr., President
United Western Minerals Company
136 West Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Chumway Park and Tallahassee Creek lands
Park and Fremont Counties, Colorado

Dear Mr. Simpson:

DMEA Order 1, Revised, Sec. 8, states, in part, "The Operator must have, preserve, and maintain a sufficient interest in the land, as owner, lessee, or otherwise, for the purposes of the exploration project contract: ...".

In processing the above-referenced application, we find that you have options on certain claims and blocks of land; but have not submitted proof that you now control the following subject lands:

1. Doris Nos. 1-7, F. & S. Nos. 1-12, Ike Nos. 1-9, Loco Nos. 1, 2, 4, 1A, Marie Nos. 1-9, and Meadow Nos. 1-4 claims, located by E. J. Smaller, F. C. Tokarz, and J. T. Fontecchio.

2. G.L.S. Nos. 1 and 2 claims, located by E. J. Smaller.

3. Dipper Nos. 1-16 claims, located by H. C. Russell.

4. The following lands:

Chumway Park

Tract	Sec.	T.	R.	Acres	Owner
W½NE¼	19	15 S	73 W	80	T. B. Sigler and W. C. Sigler
SE¼NE¼	19	15 S	73 W	40	T. B. Sigler and W. C. Sigler
N½SE¼	19	15 S	73 W	80	T. B. Sigler and W. C. Sigler
N½SW¼	19	15 S	73 W	80	Mary E. Goermer
E½NW¼	19	15 S	73 W	80	T. B. Sigler and W. C. Sigler
N½SE¼	24	15 S	74 W	80	Mary E. Goermer

8623

Tallahassee Creek-North Tallahassee Creek locale

Tract	Sec.	T.	R.	Acres	Owner
NE¼SE¼	9	17 S	73 W	40	C. V. and H. Thorne
SE¼NE¼	10	17 S	73 W	40	" " " " "
S½	10	17 S	73 W	320	" " " " "
NE¼NE¼	10	17 S	73 W	40	" " " " "
E½W½	15	17 S	73 W	160	" " " " "

Tallahassee Creek-Middle Tallahassee Creek locale

SW¼NE¼	21	17 S	73 W	40	H. C. Russell
E½NW¼	21	17 S	73 W	80	" " "
NW¼NW¼	21	17 S	73 W	40	" " "
E½SE¼	22	17 S	73 W	80	" " "
NW¼SW¼	22	17 S	73 W	40	" " "

Enclosed is a copy of the new policy, announced on June 6, relating to DMEA and pending legislation. With the lack of the above-mentioned proof of possession, and possibly Consents to Lien and Subordination Agreements that may be required if a contract is approved, there is insufficient time to completely process the subject application before June 30.

The proofs of your right of possession of the above-listed claims and blocks of lands could be prepared pending the proposed legislation, then submitted if the program is continued, and if you wish the subject application to be processed under the new rules and regulations that would be established. Copies of such rules and regulations will be mailed to you if the program is continued.

Sincerely yours,

Administrator

Enclosure

FMMurphy/gla
6-13-58
cc to: Admr.'s Reading File
THKiilsgaard, 5224
FMMurphy
DMEA Field Team, Region III (2)

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6/11 | C | 220
" | Murphy (Chief) | 700

IN REPLY REFER TO:

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

June 10, 1958

Memorandum

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

From: W. P. Williams, U. S. Geological Survey

Subject: Review of field examination report, DMEA 4919 (Uranium) United Western Minerals Company, Fremont, Park, and Teller Counties, Colorado

The examining team recommend approval of a DMEA contract that would provide for a total of 32,250 feet of drilling, at a total estimated cost of $44,223. The project recommended by the examiners is much reduced and modified from the applicant's proposal.

Large portions of the applicant's property do not warrant exploration on geologic grounds. Three areas have been chosen by the examining team as worthy of additional work. The modified project would explore favorable lithologic units along known and inferred northwest structural trends in one area and would explore a known mineralized zone in another area.

I agree with the recommendations of the Field Team on the grounds that economically significant uranium deposits are likely to be discovered by the proposed drill holes.

The Field Team points out that the applicant may not have sufficient interest in the lands for DMEA purposes.

W. P. Williams

W. P. Williams

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"	Murphy	700
	(Chief)	

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

Date June 10, 1958

DMEA Docket No. 4919
DMEA Contract No.
Commodity Uranium
Name of Applicant United Western Minerals Co.
Name of property
Location of property Fremont, Park, & Teller Co., Colo.
Estimated cost of project $44,222.50

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee
From: James Paone, Bureau of Mines Member
Uranium Commodity Committee
Subject: Review of Field Team Report
(Application, Field Team Report, etc.)

1. Date of subject document: 6/3/58. 2. Date received by reviewer: 6/658

3. Prior reports on this property known to reviewer: Yes ☐ No ☐

4. Prior reports on nearby properties known to reviewer: Yes ☐ No ☐

5. Information available on past production: Yes ☐ No ☐

6. Other pertinent factors known to reviewer: Yes ☐ No ☐

7. Explain items marked 'yes' above:

8. Factors meeting special consideration:
a. Location ☐
b. Ownership ☐
c. Evidence of mineralization ☐
d. Geology ☐
e. Proposed exploration method ☐
f. Alternate exploration method ☐
g. Costs
h. ☐

9. Action advised:
a. Obtain information from applicant ☐
b. Refer to Field Team ☐
c. Denial ☐
d. Agree with Field Team ☒
e. Disagree with Field Team ☐
f. Suggest alternate plan ☐
g. Request another examination ☐
h. Approval ☒
i. Consult with Mr. _____ at _____ AEC office.

10. Remarks: (Use back of page if necessary)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

224 New Customhouse
Denver 2, Colorado
June 3, 1958

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6/9	JHB	120
6/10	Hg	220
	J	700

Memorandum

To: Secretary to the Operating Committee

From: Field Team, Region III

Subject: Docket No. DMEA 4919 (Uranium) United Western Minerals Company, Fremont, Park and Teller Counties, Colorado - Joint Report of Examination

Enclosed are the original and two copies of a Joint Engineering and Geologic Report of Examination by Donald H. Richter, USGS, and W. W. Winkel, USBM.

The field examiners conclude that exploration in three localities in two of the Applicant's areas appears to be warranted. They recommend a highly modified version of the Applicant's exploration proposal, in which the Field Team concurs.

The Applicant's representative has been uncooperative throughout the period of processing this application. Failure to keep firm appointments, failure to send men familar with the various claim groups to assist the examiners, and failure to assist in reconciling apparent claim conflicts and discrepancies in property rights seriously delayed completion of the examination and report.

We seriously doubt that the Applicant has a sufficient interest in the claims on which exploration is proposed to satisfy the Government and we suggest that your legal section review the documents by which the Applicant purports to hold the property. We suggest you notify the Applicant of any additional documents needed and prepare the Consent to Lien forms for signature.

Also enclosed are eight extra copies each of Figures 2 and 3 for use in the contract.

E. N. Harshman

E. N. Harshman

J. W. Townsend

J. W. Townsend

Reviewed by
DMEA OPERATING COMMITTEE
6-9-58
(date)

FOR GOVERNMENT USE ONLY

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DEPARTMENT OF THE INTERIOR
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REGION III DMEA
DENVER COLORADO
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		220

TRANSMITTED

JUN 4 1958

UNITED STATES
DEPARTMENT OF THE INTERIOR
FRED A. SEATON, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

JOINT REPORT OF EXAMINATION BY EXAMINING TEAM
REGION III

DMEA 4919

United Western Minerals Company

Fremont, Park, and Teller Counties, Colorado

Uranium

Joint Engineering and Geologic Report

by

Donald H. Richter, Geologist
Geological Survey

W. W. Winkel, Mining Engineer
Carl Belser, Mining Engineer
Bureau of Mines

May 29, 1958

Reviewed by
DMEA OPERATING COMMITTEE
6-9-58
(Date)

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DMEA 4919

UNITED WESTERN MINERALS COMPANY
TELLER, FREMONT, AND PARK COUNTIES, COLORADO

INTRODUCTION AND SUMMARY

On January 16, 1958, the United Western Minerals Company, 136 W. Palace Avenue, Santa Fe, New Mexico, applied for Government assistance to explore a large group of claims and leases in Park, Teller, and Fremont Counties, Colorado, for uranium. Estimated cost of the exploration program, which consisted principally of non-core drilling, with some underground work, is approximately $800,000. A preliminary examination of the applicant's claims and leases, and surrounding properties was made during the period March 3-6, 1958, by D. H. Richter, U. S. Geological Survey, and Carl Belser U. S. Bureau of Mines. A second examination was tentatively scheduled for the week of March 10-14, but due to inclement weather was necessarily postponed. On March 31, 1958, the field examiners were informed that United Western Minerals Company had entered into an exploration agreement with Newmont Mining Corporation, a company whose policy has been against Government aid in mineral exploration, and wished to postpone their request for aid. After drilling only five holes, however, Newmont Mining Corporation cancelled the exploration agreement and on April 16, 1958, the applicant rescinded their postponement request. During April 28-30, 1958, the second and final field examination of the properties was conducted.

The applicant's properties are in and around the Thirty-nine Mile volcanic field, a Tertiary volcanic province in central Colorado. Significant uranium deposits, with a probable present potential of about 100,000 tons containing 0.28 percent U_3O_8, are apparently restricted to the Tallahassee Creek area, a small 36 square mile area in the southeast part of the field. The uranium occurs as uraninite and autunite in carbonaceous tuffs, arkose, and volcanic agglomerate in the volcanic sequence. The ore deposits also show a spatial relation to known faults and surface lineations.

At the present time only two of the applicant's areas, namely, the Tallahassee Creek and Chumway Park areas, appear to warrant Government assistance in exploration. The remaining areas are generally deficient in promising geologic features and/or lack initial prospecting; therefore the exploration proposed on them by the applicant cannot be justified. A modified and systematic two-stage exploration program consisting of a maximum of 32,250 feet of non-core drilling at a total cost of $44,222.50 in the two areas mentioned above is recommended. This exploration is designed to test extensions of mineralized trends and radioactivity anomalies in areas of favorable lithology and structure which may result in the discovery of additional significant uranium deposits.

ACKNOWLEDGMENTS

Mr. Richard Hamburger of the Atomic Energy Commission was consulted several times regarding the geology and exploration potential of the area.

Memorandums from George C. Selfridge, W. P. Williams, and James Paone were noted.

LOCATION, TOPOGRAPHY, AND CLIMATE

The United Western Minerals Company's holdings consist of claims, leases, options to purchase on 2,669 unpatented mining claims, mineral rights on fee land, and 17 State Land Board mineral leases comprising a total of 66,903 acres, scattered over an area 48 miles long by 30 miles wide in Fremont, Park, and Teller Counties, Colorado (figs. 1 and 1A). Of these scattered areas two were selected as worthy of DMEA aid. They are the Tallahassee Creek area in Fremont County and the Chumway Park area in Park County.

The terrain of the areas of interest is one of moderate relief. Elevations range from about 8,500 feet at Chumway Park, to 8,800 feet in the Tallahassee Creek area. The Chumway Park area is in sec. 19, T. 15 S., R. 73 W., 6th P. M., and sec. 24, T. 15 S., R. 74 W., 6th P. M., Park County, Colorado. The Tallahassee Creek area is subdivided into two locales--the North Tallahassee Creek locale in secs. 9 and 10, T. 17 S., R. 73 W., 6th P. M., Fremont County, Colorado, and the Middle Tallahassee Creek locale in secs. 21 and 22, T. 17 S., R. 73 W., 6th P. M., Fremont County, Colorado.

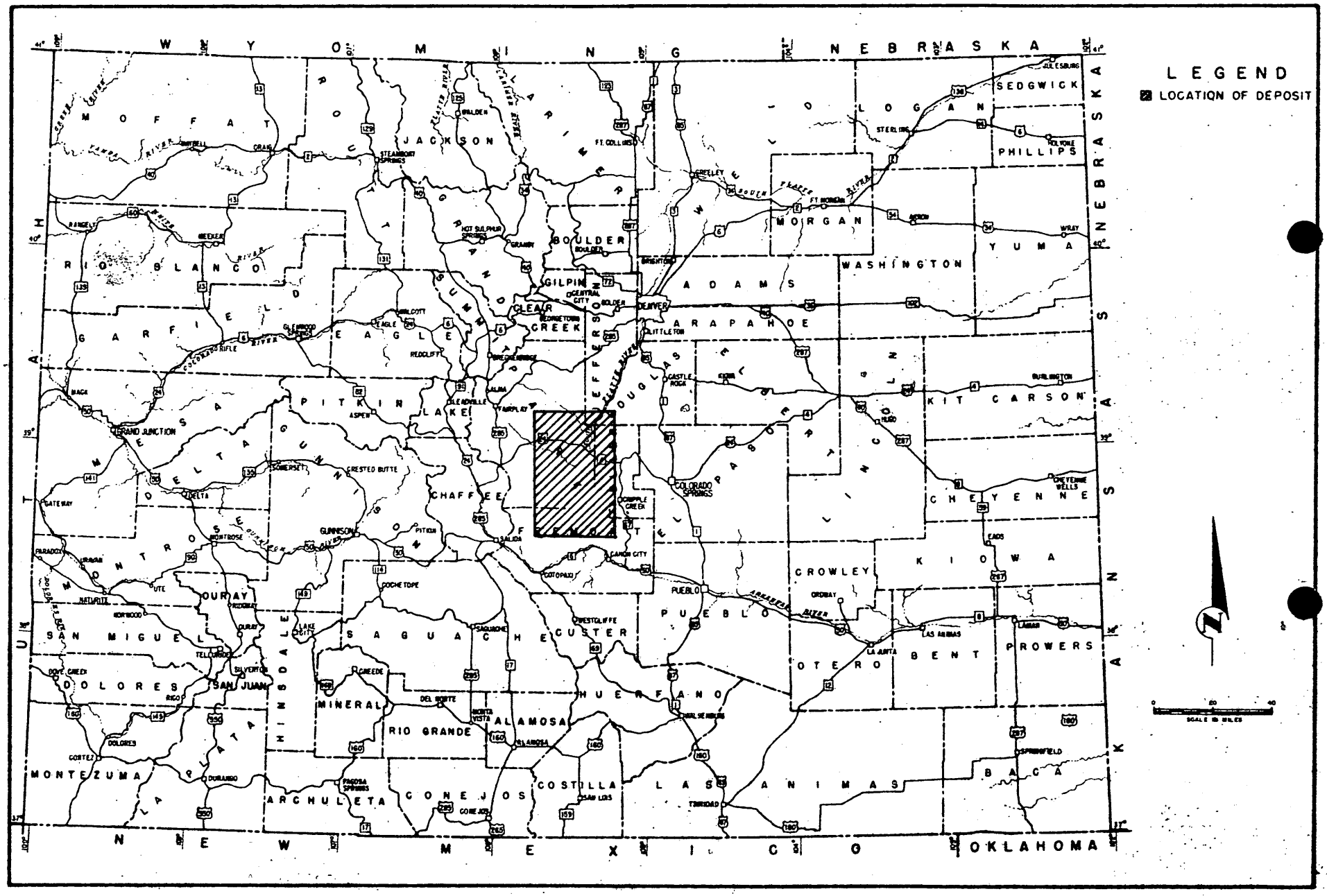

FIGURE 1 - LOCATION MAP, UNITED WESTERN MINERALS COMPANY'S HOLDINGS, FREMONT, PARK, AND TELLER COUNTIES, COLO.
DMEA 4919

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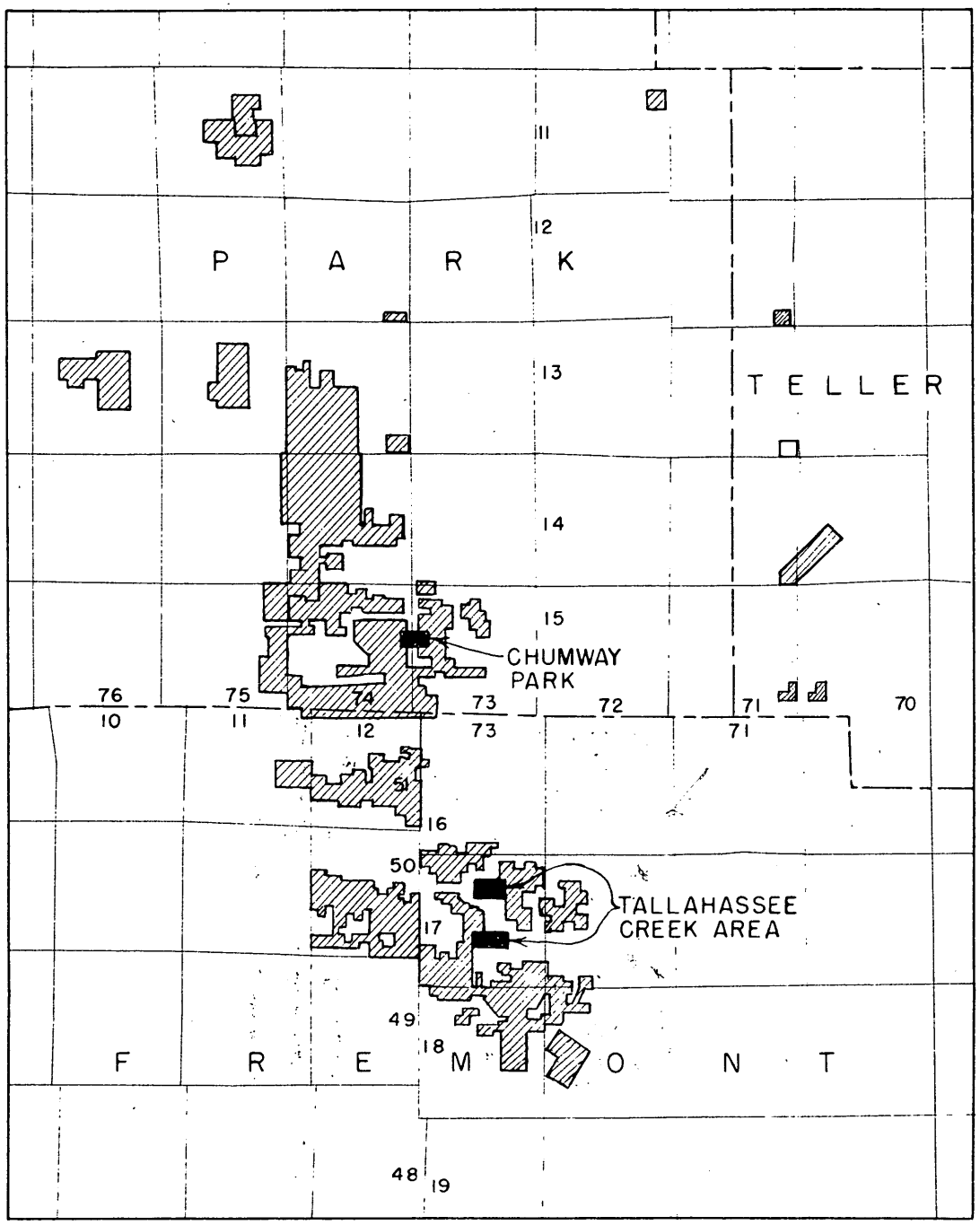

Figure 1A.- Map showing United Western Minerals Company's holdings, Fremont, Park, and Teller Counties, Colo. DMEA 4919

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To reach the properties take U. S. Highway 50 west from Canon City, Colorado, 9 miles to its junction with State Highway 9. From the junction, State Highway 9 is followed northwesterly 12.8 miles to the junction with the Smiths Gulch road; thence 7 miles westerly over the Smiths Gulch road to the North Tallahassee locale and 11 miles to the Middle Tallahassee locale. The Chumway Park area is 3 miles southwest over a fair county road which turns off State Highway 9, 23 miles north of the Smith Gulch road junction.

Some pine and spruce timber grows on the property. Creeks flow close to all three properties; supplies and labor can be obtained at Canon City.

Drilling operations can be carried on throughout the year but will be delayed at times by storms.

HISTORY AND PRODUCTION

The discovery of uranium on Ralston Creek in 1949 by Fred Schwaltzwalder spurred prospecting for uranium ore along the Front Range of Colorado. In the Tallahassee Creek area, extensive prospecting principally by the Juniper Oil and Mining Company led to the discovery of the Dickson-Snooper and Mary L. deposits. Shortly thereafter exploration disclosed the other known deposits in the area.

In the year ending November 30, 1956, the Juniper Oil and Mining Company shipped 3,576 tons of uranium ore averaging 0.266 percent U_3O_8

and to date the area has produced about 9,000 tons of uranium ore averaging about 0.30 percent U_3O_8. The applicant estimates a total of 125,000 tons of proven and indicated ore averaging 0.30 percent U_3O_8 remain in the deposits. However the A. E. C. carries only about 60,000 tons of indicated and inferred reserves for the area.

No ore has been shipped from the properties selected by the examining team for exploration.

OWNERSHIP AND EXTENT

The applicant holds claims, leases, and options to purchase on approximately 66,903 acres. Only the land in the two areas selected for possible exploration has been checked. The following claims should be subordinated:

Chumway Park

	Claim	County	Book	Page	Date Located	Locator
(1)	Doris Nos. 1-7	Park	53	285-298	7/12/57	E.J.Smaller, F.C. Tokarz, J.T. Fontecchio
	E. S. Nos. 1-3	"	58	345-350	8/22/57	United Western M. Co.
(4)	F. & S. Nos. 1-12	"	54	267-289	7/17/57	E.J. Smaller, F.C. Tokarz, J.T. Fontecchio
(5)	G.L.S. Nos. 1-2	"	53	307-310	8/30/57	E.J. Smaller
(3)	Ike Nos. 1-9	"	53 54	299-306 51-60	8/30/57	E.J. Smaller, F.C. Tokarz, J.T. Fontecchio

Recorded 8-20-57 & 7-11-57

Chumway Park

see Exhibit "A" of option of 8-30-57

	Claim	County	Book	Page	Date Located	Locator
(3)	Loco Nos. 1, 2, 3, 4, (1A) 1A	Park	53 54	277-284 49-50	Rec. 7-11-57 8/30/57? Rec. 8-20-57	E.J. Smaller, F.C. Tokarz, J.T. Fontecchio
(1)	Marie Nos. 1-9		54	61-78	8/30/57	E.J. Smaller, F.C. Tokarz, J.T. Fontecchio
(4)	Meadow Nos. 1-4		54	41-48	8/30/57	"

Tallahassee Creek-Middle Tallahassee Creek locale

(2)	Dipper Nos. 1-16 Sec. 21, 22	Fremont	352	373-396	4/25/57	H.C. Russell

The Doris Nos. 1-7, F & S Nos. 1-12, and Marie Nos. 1-9, were optioned for purchase for 90 days from E. J. Smaller, F. C. Tokarz, and J. T. Fontecchio to United Western Minerals Company. The option was dated August 30, 1957, and the purchase price was set at $275.00 a claim plus royalty. E. J. Smaller granted a 75-day option to purchase on August 30, 1957, to United Western Minerals Company on G. L. S. claims Nos. 1 and 2. E. J. Smaller, F. C. Tokarz, and J. T. Fontecchio on August 30, 1957, granted the United Western Minerals Co. a 120-day option to purchase the Meadow claims Nos. 1, 2, 3, and 4. Harold C. Russell on October 15, 1957, granted the United Western Minerals Co. a 5-year lease on the Dipper Nos. 1-16 claims. E. J. Smaller, F. C. Tokarz, and J. T. Fontecchio on August 30, 1957, gave a 120-day option

to purchase to the United Western Minerals Company on the Ike Nos. 1-9, and Loco Nos. 1, 1A, 2, also No. 3 and 4 claims.

The above unpatented claim transactions are apparently unrecorded.

The mineral rights on the following Fee land have been partially obtained. This land should be subordinated.

Chumway Park

Tract	Sec.	T.	R.	Acres	Owner
W½NE¼	19	15 S	73 W	80	T. B. Sigler and W. C. Sigler
SE¼NE¼	19	15 S	73 W	40	T. B. Sigler and W. C. Sigler
N½SE¼	19	15 S	73 W	80	T. B. Sigler and W. C. Sigler
N½SW¼	19	15 S	73 W	80	Mary E. Goermer
E½NW¼	19	15 S	73 W	80	T. B. Sigler and W. C. Sigler
N½SE¼	24	15 S	74W	80	Mary E. Goermer
Tallahassee Creek-North Tallahassee Creek locale					
NE¼SE¼	9	17 S	73 W	40	C. V. and H. Thorne
SE¼NE¼	10	17 S	73 W	40	" " " " "
S½	10	17 S	73 W	320	" " " " "
NE¼NE¼	10	17 S	73 W	40	" " " " "
E½W½	15	17 S	73 W	160	" " " " "
Tallahassee Creek-Middle Tallahassee Creek locale					
SW¼NE¼	21	17 S	73 W	40	H. C. Russell
E½NW¼	21	17 S	73 W	80	H. C. Russell
NW¼NW¼	21	17 S	73 W	40	H. C. Russell
E½SE¼	22	17 S	73 W	80	H. C. Russell
NW¼SW¼	22	17 S	73 W	40	H. C. Russell

(2)

160

Add Dipper Claims 1-16

On August 30, 1957, Thomas P. Page, Frank C. Tokarz, and Carl A. Nelson gave an option to United Western Minerals Co. for a period of 60 days on certain mining leases which shall terminate October 31, 1970. We have no evidence that the option was exercised. The option agreement contained the following leases:

1. A lease from Mary E. Goermer to Thomas P. Page on the N$\frac{1}{2}$ of SW$\frac{1}{4}$, Sec. 19, T. 15 S., R. 73 W., and the N$\frac{1}{2}$ of the SE$\frac{1}{4}$ sec. 24, T. 15 S., R. 74 W., and recorded in Park County, B. 152, P. 232.

2 and 3. Leases to T. P. Page, F. C. Tokarz, and Carl A. Nelson from 50% interest J. B. Sigler and W. C. Sigler and 50% interest the Federal Land Bank of Wichita on the E$\frac{1}{2}$NW$\frac{1}{4}$, W$\frac{1}{2}$NE$\frac{1}{4}$, SE$\frac{1}{4}$NE$\frac{1}{4}$, N$\frac{1}{2}$SE$\frac{1}{4}$, all in Sec. 19, T. 15 S., R. 73 W., 6th P. M., and recorded in Park County, B. 157, Page 295 and B. 157, P. 305.

Harold C. Russell on October 15, 1957, granted an option to a 5-year lease to United Western Minerals Co. to the E$\frac{1}{2}$SE$\frac{1}{4}$, sec. 22, T. 17 S., R. 73 W., E$\frac{1}{2}$NW$\frac{1}{4}$, NW$\frac{1}{4}$NW$\frac{1}{4}$, SW$\frac{1}{4}$NE$\frac{1}{4}$, all of sec. 21, T. 17 S. R. 73 W.

Multi-Minerals, Inc., on December 21, 1957, gave a 180-day option to United Western Minerals Co. on a lease issued by C. V. Thorne and Hazel Thorne, dated May 20, 1955, and recorded in Book 330 Page 272 of the records of Fremont County, Colorado, on the NE$\frac{1}{4}$SE$\frac{1}{4}$, sec. 9; SW$\frac{1}{4}$, W$\frac{1}{2}$SE$\frac{1}{4}$, Sec. 10; E$\frac{1}{2}$W$\frac{1}{2}$, Sec. 15 all in Township 17 S., R. 73 W. of the 6th P. M.

Of the 66,903 acres included in the application only 66 unpatented lode claims comprising approximately 1,320 acres and 1,000 acres with

mineral rights on fee lands or about 4 percent of the total land claimed by the applicant has been selected for exploration.

Many of the options and leases have expired or nearly expired, and it appears that most of the applicant's purported land holdings must be cleared before DMEA participation in the recommended exploration. Consents to lien would then have to be obtained on all areas mentioned under this heading.

PRESENT STATUS

Exploration and development

The Chumway Park area has been explored by 13 drill holes, the North Tallahassee Creek locale by two trenches, and the Middle Tallahassee Creek locale by four drill holes.

Mining and milling equipment and other facilities

The applicant has no mining or milling equipment. Equipment consists solely of a jeep, pick-up truck, and two counters. Fair access roads lead to all three locations.

GEOLOGY

General statement

The applicant's properties cover approximately 105 square miles, in widely separated parcels, in and around the Thirty-nine Mile volcanic field in Park, Teller, and Fremont Counties, Colorado. The Thirty-nine Mile volcanic field is a dissected highland of Tertiary volcanics consisting chiefly of andesite flows and breccias, rhyolite flows and welded tuffs, and interbedded pyroclastics and sediments. Geologic studies of the volcanics have been restricted to the eastern 1/ and far northern 2/ parts of the field and a small area near Tallahassee Creek 3/. The main central portion of the field, which includes the thickest volcanic assemblage and which undoubtedly contains the source area or areas for the entire field, remains to be investigated.

The Thirty-nine Mile volcanics unconformably overlie rocks ranging in age from Precambrian to Cretaceous and possibly early Tertiary in a Laramide structural basin. Around the northern margin of the volcanic

---

1/ Cross, W., 1894, Pikes Peak folio, Colorado: U. S. Geological Survey Folio No. 7.

2/ Stark, J. T., et al., 1949, Geology and origin of South Park, Colorado: Geol. Society of America Memoir 33.

3/ MacPherson, B., in prep., Geology and uranium deposits of the Tallahassee Creek District, Fremont County, Colorado: AEC, RME No. 1083.

field, in South Park, the relatively thin volcanics are overlain by intermontane lake beds of Oligocene age. No evidence of pronounced middle Tertiary sedimentation has been observed in the central and southern portions of the field, where the volcanics, which locally attain thicknesses of over 2,000 feet, presumably formed positive topographical highs as early as middle Tertiary time.

The main period of Laramide orogenesis predates the Thirty-nine Mile volcanism and consequently strong structural dislocations, such as the Elkhorn thrust and South Park fault, which are very prominent in the South Park area, cannot be traced southward into the volcanic field. Late Tertiary block and high angle reverse faulting is, however, apparently quite common throughout the Thirty-nine Mile volcanic field. Movement along these later faults is relatively small and the faults themselves are in general not traceable over 1 or 2 miles.

Radioactivity anomalies are relatively abundant throughout the entire Thirty-nine Mile volcanic field and surrounding environs; ore-grade uranium deposits, however, have only been discovered in a limited area in the Tallahassee Creek district and in a few scattered occurrences north of the volcanic area.

The deposits and stronger radioactivity anomalies occur in rocks ranging in age from Permian to Tertiary, with the latter rocks containing by far the majority of the deposits. Specifically the favorite host rocks, in order of decreasing age, are: Permian Maroon formation, Eocene Denver

formation, various tuffaceous sediments ranging in age from Eocene to Oligocene in the Thirty-nine Mile volcanics, and Oligocene-Miocene Antero (and similar) lake beds. The principal uranium minerals, where identified, in the Tallahassee Creek deposits are finely disseminated uraninite in the unoxidized ores and autunite in the surficial zone of oxidation. The deposits, regardless of the age of their host rock, have a number of features in common that are undoubtedly directly related to their genesis and which in turn provide a basis for further exploration. These common features are: (1) localization of uranium in porous and probably permeable rocks containing an abundance of carbonaceous trash and/or carbon, and (2) a close spatial relationship of ore deposits to known and inferred faults and lineations. Although the applicant stresses a hydrothermal origin for the ore-forming fluids--based entirely on the fault-ore deposit relationship--the very limited amount of investigation in the area, does not preclude other ore-deposition hypotheses.

Applicant's properties

With the exception of one entire area and a part of another, all the areas (total of seven) proposed for exploration in the application were examined. Some of these areas, because of their geologic complexity and abundance of uranium deposits, such as in the Tallahassee Creek area, were examined in detail. Others, containing hundreds of claims of the same lithology, with no definite ore-controls or even ore-relations, were given a relatively brief examination.

The two properties not examined--the High Park area consisting of the Pi and Mu claims and the east half of the Antero Lake bed area (Phi claims)--were withdrawn by the applicant during the examination period. The High Park area claims are in conflict with Cotter Corporation property and the Phi claims, considered by the applicant to have the poorest potential of the group, lack any favorable criteria to justify exploration.

Tallahassee Creek area (various claims and leases): the Tallahassee Creek area which includes the major portions of T. 17 S., R. 73 W., contains all the known major uranium deposits in the area under consideration. The Thirty-nine Mile volcanics are relatively thick and complex in the area and consist from top to bottom of the following units:

Age	Rock units	Thickness (feet)	Uranium occurrences
	Rhyolite, pink. Weathers reddish brown. Probably welded tuff.	30-235	
Miocene & Oligocene	Tuff.	0-60	
	Andesite breccia with thin interbedded pyroclastics	200-600	
	Tuff with carbonaceous material.	0-10	One known deposit.
	Volcanic agglomerate or mud flow with local abundant carbonized wood	0-130	Common
Eocene (?)	Augite andesite, dense black weathers rusty brown.	0-135	
	Sanidine rhyolite	60-200	
	Arkose and shale, locally tuffaceous and carbonaceous.	0-165	Common
Precambrian	Granite, pegmatite and metamorphic rocks.		

The ore deposits in the three units mentioned above are generally lenticular in shape, and occur in the darker gray and more highly carbonaceous zones of the sediments and tuffs. Moreover, many of the ore deposits show a striking alignment along known and inferred faults and lineaments. Mineralization is autunite in the oxidized zone and finely disseminated uraninite in the unoxidized zones.

The most conspicuous congregation of ore deposits occurs in the volcanic conglomerate along both sides of Middle Tallahassee Creek (fig. 2). The Snooper-Dickson mine, which has produced to date approximately 6,000 tons of 0.30 percent ore, lies along a poorly exposed northwest-trending fault on the north side of the creek. The other six deposits on the south side of the creek have not been mined, or adequately exposed to allow interpretation of any possible structural control. However, from the geophoto map of the area two strong northwest-trending lineaments project through the general area of these deposits. One mile southeast ~~northeast~~ of this area, on the ridge between Middle and South Tallahassee Creeks is the Glenn Williams deposit. This ore body, which has been stripped ready for mining, occurs in a 4-5 foot thick carbonaceous tuff bed above the top of the volcanic conglomerate. Disseminated autunite and fine-grained uraninite occurs throughout the entire unit. Two miles north of the Middle Tallahassee Creek deposits, on a small tributary of North Tallahassee Creek, are three uranium deposits in the basal Tertiary arkose and shale. Two of these deposits, the Seattle Chief and Mary L. occur in carbonaceous zones along a well-defined

easterly dipping high angle reverse fault. The other deposit (Smaller) occurs a few hundred feet to the southwest in the same horizon and apparently on a similar structure. A number of smaller deposits occur along Middle Tallahassee Creek, in the vicinity of the Williams deposit, and eastward across Tallahassee Creek (Huber oil).

According to the applicant, production from four deposits in the area (Snooper-Dickson, Thorne Cut, Mary L., and Smaller) has amounted to approximately 9,000 tons of 0.30 percent U_3O_8. Indicated reserves, again according to the applicant, for the 12 known major deposits in the area, are approximately 76,000 tons of 0.28 percent U_3O_8 and inferred reserves are probably around 50,000 tons of the same grade.

Two of the applicant's properties in the Tallahassee Creek area appear to be very favorably located with respect to probable ore trends as inferred from the alignment of known ore deposits along faults and surface lineaments, which may be indicative of faults. Exploration, designed to test the favorable lithologic horizons, along projections of these trends, appears to be justified. The largest of these favorable areas is the ground included in the Russell lease and Dipper claims along the north side of Middle Tallahassee Creek, immediately northwest of the area of known deposits. The other favorable area is along the south side of North Tallahassee Creek, where a pronounced radioactivity anomaly (50 X background) between two lineaments occurs in the volcanic conglomerate.

The applicant has also requested considerable drilling elsewhere in the Tallahassee Creek area, but much of this work is essentially prospecting and cannot be justified. Two other localities were considered earlier for exploration, but after the second examination trip into the district these were also deleted. These two localities are along a pronounced fault in sections 11, 12, 13; R. 73 W., T. 17 S. The northernmost locality (sec. 11) is a radioactivity anomaly in granite arkose and the other (sec. 13) is a 40-acre section in an area of favorable volcanic lithology. The former locality, however, is known to be covered by three claim groups, the Joe and Bob, Pike, and Star claim, of which only the Pike group, of questionable priority, is owned by the applicant. The 40-acre section, although shown on MacPherson's AEC map to overlie volcanics, is shown on the later geophoto maps to be entirely in Precambrian. Because of the applicant's representative's inability to find this area, attempts to examine the isolated 40-acre section were futile and consequently the examiners' only recourse was to delete this area from consideration.

Chumway Park area (Sigler lease and Marie Meadow claims).--The applicant's property in the Chumway Park area overlies a small part of an erosional window in the Thirty-nine Mile volcanics that exposes Precambrian granite overlain by a series of red, buff, and gray arkose and red conglomerate that have been tentatively assigned to the Permian Maroon formation.

A radioactivity anomaly in the red beds along Thirty-one Mile Creek has been explored in a very limited area by 8 core drill holes, 2 by earlier owners and 6 by the applicant (fig. 3). One of the two earlier holes reportedly intersected 14 feet of 0.40 percent U_3O_8, and three of the applicant's holes, which were designed to closely offset the discovery holes, intersected significant mineralization. Results of the applicant's drilling are reported to be as follows:

Hole no.	Total depth	Mineralization purported Depth (feet)	Mineralization purported Grade (% eU_3O_8)
1	245	143-154	0.18
2	164		No count
3	160	45-49	0.07-0.10
4	230	48-60	0.03-0.07
5	188		No count
6	188		No count

Delineation and further exploration of the known uranium-bearing zone appears warranted.

Elkhorn thrust area (Gamma claims): The Elkhorn thrust area, which includes the principal portions of secs. 14, 22, 23, and 26, T. 11 S., R. 75 W., lies just west of the large Elkhorn thrust fault in the central part of South Park. Rocks exposed in the area consist chiefly of the Eocene Denver formation and the underlying Cretaceous Fox Hills sandstone, with some of the higher hills capped by remnants of a late Tertiary

trachyte flow. The Elkhorn thrust fault in the area east of the claims brings Precambrian granite in contact, over a wide 30- to 100-foot breccia and shear zone, with shales, siltstones and soft sandstones of the Denver formation.

Anomalous radioactivity is present in a gray, micaceous siltstone containing abundant carbonaceous trash along a short portion of the thrust fault zone near the Gamma claims. This area, known as the Mitchell Prospect, has been extensively explored surficially by trenches and cuts, but there is no evidence to indicate that any ore-grade material was found. Highest radioactivity detected during the examination was only 0.2 Mr/hr, against a background of 0.035 Mr/hr.

On the basis of the meager radioactivity at the Mitchell prospect, the applicant proposed to drill 14 deep holes, on rough half-mile centers, to test the carbonaceous strata in the Denver formation west of the Elkhorn thrust fault. It is clearly evident that the applicant's exploration proposal is premature and cannot be justified on the information presently available.

Antero Lake bed area (Rho and Phi claims).--This area, which includes two widely separated claim groups, covers a small central part (Rho claims) of ancient Lake Antero in secs. 8, 9, 10, 15, 17, and 22, T. 13 S., R. 76 W., and a portion of the east shore of the old lake (Phi claims) in secs. 10, 15, 21, and 22, T. 13 S., R. 75 W. This latter claim group was withdrawn from the application and was not visited during the examination.

The Rho claims are underlain almost entirely by semi-consolidated tuffaceous lake sediments, interbedded with thin lenses of dense reef-like limestone. These lake beds, which post-date most of the Thirty-nine Mile volcanics are apparently up to 500 feet thick in the deeper part of the old Lake Antero on the Rho claims. The lake beds thin to the west and on the far west Rho claims Thirty-nine Mile andesite and andesite breccia is present.

A uranium occurrence on the Nina claims, one mile southwest of the subject property, was visited during the examination. Ore-grade mineralization is reported to have been discovered in the main pit on the property, but a strong ground water flow hampered, and finally forced the operation to cease without production. The mineralization supposedly occurred in an interbedded gray clay-carbonaceous silt-volcanic arkose unit of the lake beds. The applicant also reported a number of strong radioactivity anomalies in the limestone reefs on the Rho claims, but a "typical" anomaly examined had a maximum level of radioactivity of only 0.04 Mr/hr or about 2 times normal background. Three holes, drilled to depths of 295, 294, and 55 feet by the applicant, in sec. 15, failed to intersect any radioactivity.

Optimistically, however, the applicant believes that the bottom of old Lake Antero may have been an ideal trap for uranium-bearing solutions, " ... which by virtue of the deposit on the Nina claims and the anomalous limestone must have permeated the area ...," and has proposed seventeen 500-foot holes to test the approximately 4 square mile area. Here again

is a case of expensive exploration proposed in an area on the basis of a few wild corollaries and without benefit of any prior systematic prospecting or preliminary exploration.

Three Mile Creek area (Iota and Tiny Tim claims).--The Three Mile Creek area includes 24 Iota claims, which are part of a large claim group extending to the east, and 8 Tiny Tim claims in secs. 3 and 10, T. 14 S., R. 74 W. The area is in the northern section of the Thirty-nine Mile volcanic field and is underlain by flat-lying volcanic conglomerate, similar to that found in the Tallahassee Creek area, and andesite breccia. This latter rock unit, a dark brown massive flow rock containing large andesite and other volcanic fragments in an andesitic matrix, overlies the softer conglomerate only on the higher elevations in the area.

Several radioactivity anomalies of 2 to 5 times background have been found in the area by walking the breccia-conglomerate contact. Two of these anomalies, one on Tiny Tim No. 2 and the other on Iota No. 118, were tested with a total of 5 drill holes, by the applicant. On Tiny Tim No. 2, four holes, which ranged in depth from 78 to 275 feet, all encountered some mineralization in the upper part of the volcanic conglomerate, with the highest grade reported to have been 10 feet of 0.17 percent eU_3O_8. The one hole drilled on Iota No. 118 to a depth of 65 feet, did not encounter any anomalous radioactivity. During the period April 4 to 10, 1958, Newmont Mining Corporation drilled five holes in and around the better mineralized holes on Tiny Tim No. 2; two of these holes encountered slight radioactivity and the remaining three were barren.

The 25 holes, averaging 200 feet deep, requested in this area are, according to the applicant, to be drilled only on the higher elevations and not at claim centers as shown on the application map, which would obviously collar many of the holes below the "uranium-bearing zone" of the conglomerate. However, regardless of the method(s) proposed by the applicant, it appears to the examiners that the area has little to justify further work. The topography of the area is such, that if any significant uranium deposits are present, stronger evidence of mineralization, other than the few radioactivity anomalies, would have been found prior to now. Furthermore, in the major portion of the area the favorable upper part of the conglomerate has been eroded away, leaving for potential ground only a few scattered hills, each only a few acres in size.

Black Mountain area (Lava Cap, Chili, et al. claims).--This area in the central part of the Thirty-nine Mile volcanic field (secs. 9, 10, and 15, T. 15 S., R. 74 W.) surrounds a small group of claims containing the Bell and Moore mine, a uranium deposit of questionable economic significance. Exposed rocks in the area again consist of andesite and andesite breccia, on the higher elevations, underlain by the ubiquitous volcanic conglomerate.

The Bell and Moore mine, under lease to Cotter Corporation, consists of two or three bulldozer trenches cut in the volcanic conglomerate and local overlying slope wash or colluvium. The volcanic conglomerate is

poorly consolidated and consists of large altered masses of andesite breccia (?) granite and volcanics in a poorly sorted gray tuffaceous matrix. No structures, other than a few thin limonite-filled fractures, were observed around the mine pits. These fractures, which in places contain autunite and are highly radioactive (up to 1.0 Mr/hr), are visible both in the colluvial material and upper oxidized parts of the volcanic conglomerate. Unoxidized ore-grade material reportedly has been found in one of the pits in a gray carbonaceous trash zone, but no evidence of such was seen during the examination.

The applicant's exploration program in this area is based entirely on the presence of radioactivity at the Bell and Moore mine and essentially the only work undertaken by the applicant is the staking (or leasing) of the subject claims. The radioactivity anomalies shown by the applicant on his claim map, appeared to be either inaccessible or their exact location on the ground was not known. It is apparent therefore that work cannot be recommended on the basis of this limited amount of information available.

ORE RESERVES

There are no known ore reserves on the applicant's claims.

APPLICANT'S PROPOSED EXPLORATION PROGRAM

The applicant proposed a three-stage exploration program in seven different areas, Stage I to consist of 117,950 feet of non-core drilling, 2,500 feet of core drilling, 500 feet of drifting, and 100 feet of raising. Stages II and III each consist of 100,000 feet of drilling. The following table summarizes the Stage I drilling proposed by the applicant in the various areas:

Area	No. of holes	Drilling footage Non-core	Drilling footage Core	Drilling grid, hole spacing, etc.
Tallahassee Creek	208	49,600		Random
Chumway Park	75	18,750	No	Random
Elkhorn Thrust	18	9,000	esti-	Approx. ½ mile centers
Antero Lake bed	29	17,000	mate	Approx. ½ mile center
Three Mile Creek	25	6,200	by	Random and approx. 600-foot centers
Black Mountain	45	9,000	area	Random
High Park	42	8,400		Approx. 500-foot centers
Totals	442	117,950	2,500	

Estimated costs follow:

Stage I

Independent contracts		
117,950 feet non-core drilling	$194,400.00	
117,950 feet gamma ray logging at 10¢/ft.	11,795.00	
2,500 feet core drilling at $3.50/ft.	8,750.00	
900 hours bulldozing at $17.00/hr.	15,300.00	
Total independent contracts		$230,245.00
Labor and Supervision		
Consulting engineer, 4 months at $1,000.00/mo.	4,000.00	
Project engineer, 4 months at $800.00/mo.	3,200.00	
Chief geologist, 4 months at $750.00/mo.	3,000.00	
4 geologists, 4 months at $2,000.00/mo.	8,000.00	
Engineer, 4 months at $650.00/mo.	2,600.00	
2 surveyor helpers, 4 months at $700.00/mo.	2,800.00	
2 draftsmen, 4 months at $800.00/mo.	3,200.00	
Total labor and supervision		$ 26,800.00
Operating Materials and Supplies		
Fuel, oil, maintenance for 6 jeeps, 4 months at $750.00/mo.	3,000.00	
Repairs and batteries for counters, etc., 4 months at $150.00/mo.	600.00	
Supplies, prints, copywork, 4 months at $300.00/mo.	1,200.00	
Total operating materials and supplies		$ 4,800.00

Operating equipment		
Rental		
6 jeep station wagons, 4 months at $1,200.00/mo.	$ 4,800.00	
Transit, etc., 4 months at $75.00/mo.	300.00	
Drafting equipment, 4 months at $75.00/mo.	300.00	
Purchase		
6 scintillators at $275.00 each	1,650.00	
6 Bruntons at $55.00 each	330.00	
Total operating equipment		$ 7,380.00
New Buildings, Fixtures, installations		
Rental		
1 field office, 4 months at $100.00/mo.	400.00	400.00
Miscellaneous		
Stenographer, 4 months at $250.00/mo.	1,000.00	
Clerical work, 4 months at $400.00/mo.	1,600.00	
Accounting (Santa Fe) Workmen's Compensation, insurance, payroll taxes, 4 months at $2,000.00/mo.	8,000.00	
Total miscellaneous		$ 10,600.00
Assaying		
1,200 chemical assays at $4.00 each	4,800.00	
400 radiometric assays at $2.00 each	800.00	
Total assaying		$ 5,600.00
Total estimated cost of Drilling Stage I		$285,825.00

Stage I Drifts and Raising

500 feet drifting at $40.00/foot	$ 20,000.00	
100 feet raising at $40.00/foot	4,000.00	
200 feet timbering at $5.00/foot	1,000.00	
75 feet raise timbering at $10.00/ft.	750.00	
16 hours bulldozing at $17.00/hr.	272.00	
Total estimated cost of Stage I drifting and raising		$ 26,022.00
Total estimated cost of Stage I		$311,847.00

No estimate of costs for Stage II and Stage III given.

RECOMMENDED EXPLORATION PROGRAM AND COST ESTIMATE

The recommended program is a highly modified version of the applicant's proposal. This program is designed to systematically explore selected localities in the Tallahassee Creek and Chumway Park areas that appear to have a very favorable uranium potential. Exploration of the applicant's properties in other areas is not justified and hence not recommended.

In the Tallahassee Creek area two localities have been selected for exploration by a two-stage non-core drilling program (fig. 2). Both localities, one in sections 21 and 22, along Middle Tallahassee Creek and the other in sections 9 and 10 along North Tallahassee Creek, overlie favorable uranium-host rocks along structural trends that are spatially, and probably genetically related to the ore deposits.

Specifically the Stage I drilling is designed to test, on a 400- x 1200-foot grid, the volcanic conglomerate at the base of the andesite breccia, along these pronounced structural trends. The following table summarizes the exploration in the Tallahassee Creek area.

Locality	Number of holes	Drilling pattern	Orientation of drilling pattern	Average depth (feet)	Total footage
		Stage I			
Sec. 21 & 22	55	400- x 1,200- foot diamond grid	N 60° W	250	13,750
Sec. 9 & 10	13	400- x 1,200- foot diamond grid	N 50° W	150	1,950
Totals	68				15,700
		Stage II			
Sec. 21 & 22	44	100- or 200-foot offsets		250	11,000
Sec. 9 & 10	12	100- or 200-foot offsets		150	1,800
Totals	56				12,800
Over-all total	124				28,500

The 250 feet average allowance for the holes in sec. 21 and 22 appears to be a reasonable and adequate figure for the recommended drilling. Some of the holes on the higher elevations will naturally be drilled much deeper--probably up to 400 feet--to penetrate the target unit, and of course others in the lower areas will be much shallower. However, nowhere, either in sections 21 and 22 or sections 9 and 10, should holes be drilled more than 5 feet into the underlying lower rhyolite or Precambrian basement rocks, whichever the case may be.

In the Chumway Park area a modest two-stage program of drilling to test the uranium-bearing carbonaceous arkose unit in the Permian Maroon formation is recommended (fig. 3). The following table summarizes the exploration in the Chumway Park area:

	Number of holes	Drilling pattern	Average depth (feet)	Total footage
		Stage I		
	7	200-foot centers around mineralized zone	150	1,050
	6	200- x 400-foot centers over fault W. of mineralized zone	150	900
Totals	13			1,950
		Stage II		
	12	Offsets on centers not less than 100 ft.	150	1,800
Totals	12			1,800
Over-all total	25			3,750

Total drilling recommended in both areas is 17,650 feet under Stage I and 14,600 feet under Stage II for an over-all total of 32,250 feet.

The following items are included for contract preparation:

(1) Holes should be not less than 3 inches in diameter.

(2) Samples should be taken at 2-foot intervals, checked for radioactivity and sacked. Those samples showing significant anomalous radioactivity or containing visible uranium minerals should be quartered, split, and assayed chemically for U_3O_8.

(3) All holes should be probed immediately after completion and should be paid for on the basis of probed footage.

(4) Geologic logs, as well as radiometric probe logs, should be kept and submitted in each copy of the monthly accounting and fiscal reports.

(5) No hole should be drilled within 100 feet of the property boundary.

(6) Bulldozing should be done by D-7 caterpillar tractor or equivalent unit of other make if available. If that size is not available, work may be performed with a D-6 caterpillar tractor or equivalent unit of another make at the reduced rate as provided for under the estimate of costs.

(7) The program should be supervised by a competent geologist.

On May 8, 1958, the reduced program was discussed with, and approved by, M. Chase, the applicant's representative.

Cost estimates follow:

Tallahassee Creek area

North Tallahassee Creek locale (sec. 9 & 10) 1 rig

Stage I (13 holes average depth 150 feet)

Independent contracts		
1,950 feet non-core drilling at $0.77/ft.	$ 1,501.50	
Gamma-ray logging 1,950 feet at $0.10/ft.	195.00	
16 hours bulldozing with D-7 caterpillar or equivalent at $12.50/hr. or 20 hrs. bulldozing with D-6 caterpillar or equivalent at $10.00/hr.	200.00	
Total independent contracts		$ 1,896.50
Labor and supervision		
Geologist-engineer, 1 month at $650/mo.	$ 650.00	
Engineer's helper, 7 days at $16.00/day	112.00	
Total labor and supervision		$ 762.00
Operating materials and supplies		
Survey stakes	$ 5.00	
1,000 paper bags	10.00	
Total operating materials and supplies		$ 15.00
Operating equipment (rentals)		
Surveying equipment 1/2 month at $75.00/mo.	$ 37.50	
Jeep, gas, oil, rental 1,700 miles at $0.14/mi.	238.00	

Field office 1/3 of 2 months at $100/mo.	$ 66.67	
Scintillator 1 month at $50/mo.	50.00	
Total operating equipment		$ 392.17

Rehabilitation and repairs

None

New buildings, improvements, installations

None

Miscellaneous

Accounting and typing 1 month at $100/mo.	$ 100.00	
Workmen's compensation, liability insurance, and payroll taxes, 7 percent of $862.00	60.34	
Total miscellaneous		$ 160.34
Total estimated cost of 1,950 feet of non-core drilling		$ 3,226.01
Estimated cost per foot $1.65		
20 radiometric assays at $2.00 each		$ 40.00
50 chemical analyses for U_3O_8 at $4.00 each		$ 200.00
Total estimated cost of Stage I		$ 3,466.01

Stage II (12 holes average depth 150 feet) 1 rig

Independent contracts

1,800 feet non-core drilling at $0.77/ft.	$ 1,386.00
1,800 feet gamma-ray logging at $0.10/ft.	180.00

12 hours bulldozing at $12.50/hr.	$ 150.00	
Total independent contracts		$ 1,716.00
Labor and supervision		
Geologist-engineer 1 month at $650/mo.		$ 650.00
Operating equipment and supplies		
1,000 paper bags		10.00
Operating equipment (rentals)		
Jeep, gas, oil, rental, 1,700 miles at $0.14/mile	$ 238.00	
Field office 1/3 of 2 months at $100/mo.	66.67	
Scintillator 1 month at $50.00/mo.	50.00	
Total operating equipment		$ 354.67
Rehabilitation and repairs		
None		
New buildings, improvements, installations		
None		
Miscellaneous		
Accounting and typing, 1 month at $100/mo.	$ 100.00	
Workman's compensation, liability insurance, and payroll taxes, 7 percent of $750.00	52.50	
Total miscellaneous		$ 152.50
Total estimated cost of 1,800 feet of non-core drilling		$ 2,883.17

Estimated cost per foot $1.60

24 radiometric assays at $2.00 each	$ 48.00
60 chemical analyses for U_3O_8 at $4.00 each	$ 240.00
Total estimated cost of Stage II	$ 3,171.17
Total estimated cost of North Tallahassee Creek locale drilling	$ 6,637.18

Middle Tallahassee Creek locale

Stage I (55 holes average depth 250 feet) 3 rigs

Independent contracts		
11,000 feet non-core drilling at $0.77/ft.	$ 8,470.00	
2,750 feet non-core drilling at $0.88/ft.	2,420.00	
13,750 feet gamma-ray logging at $0.10/ft.	1,375.00	
64 hours bulldozing at $12.50/hr.	800.00	
Total independent contracts		$13,065.00
Labor and supervision		
Geologist-engineer 2 months at $650/mo.	$ 1,300.00	
Engineer's helper 2 months at $400/mo.	800.00	
Total labor and supervision		$ 2,100.00
Operating equipment and supplies		
Survey stakes	$ 10.00	
5,000 paper bags	50.00	
Total operating equipment and supplies		$ 60.00

Operating equipment (rentals)		
Transit, 2 months at $75.00/mo.	$ 150.00	
Jeep, gas, oil, rental 3,600 miles at $0.14/mi.	504.00	
Field office 1-1/3 months at $100/mo.	133.33	
Scintillator 2 months at $50.00/mo.	100.00	
Total operating equipment		$ 887.33
Rehabilitation and repairs		
None		
New buildings, improvements, installations		
None		
Miscellaneous		
Accounting and typing, 2 months at $100/mo.	$ 200.00	
Workman's compensation, liability insurance and payroll taxes, 7 percent on $2,300.00	161.00	
Total miscellaneous		$ 361.00
Total estimated cost of 13,500 feet of non-core drilling		$16,473.33
Estimated cost per foot $1.22		
50 radiometric assays at $2.00 each		$ 100.00
100 chemical analyses for U_3O_8 at $4.00 each		$ 400.00
Total estimated cost of Stage I		$16,973.33

Stage II (44 holes, average depth 250 feet) 3 rigs

Independent contracts		
8,800 feet non-core drilling at $0.77/ft.	$ 6,776.00	
2,200 feet non-core drilling at $0.88/ft.	1,936.00	
11,000 feet gamma-ray logging at $0.10/ft.	1,100.00	
44 hours bulldozing at $12.50/hr.	550.00	
Total independent contracts		$10,362.00
Labor and supervision		
Geologist-engineer 2 months at $650.00/mo	$ 1,300.00	
Engineer's helper 2 months at $400.00/mo.	800.00	
Total labor and supervision		$ 2,100.00
Operating equipment and supplies		
Survey stakes	$ 5.00	
5,000 paper sacks	50.00	
Total operating equipment and supplies		$ 55.00
Operating equipment (rentals)		
Transit 1 month at $75.00/mo.	$ 75.00	
Jeep, gas, oil, rental 3,500 miles at $0.14/mi.	490.00	
Field office 1 and 1/3 months at $100/mo.	133.33	
Scintillator 2 months at $50.00/mo.	100.00	
Total operating equipment		$ 798.33

Rehabilitation and repairs

None

New buildings, improvements, installations

None

Miscellaneous

Accounting and typing 2 months at $100/mo.	$ 200.00	
Workman's compensation, liability insurance and payroll taxes, 7 percent of $2,300.00	161.00	
Total miscellaneous		$ 361.00
Total estimated cost of 11,000 feet of non-core drilling		$13,676.33
Estimated cost per foot $1.24		
30 radiometric assays of $2.00 each		$ 60.00
80 chemical assays for U_3O_8 at $4.00 each		$ 320.00
Total estimated cost of Stage II		$14,056.33
Total estimated cost of Middle Tallahassee Creek locale drilling		$31,029.66

Chumway Park

Stage I (13 holes average depth 150 feet) 1 rig

Independent contracts

1,950 feet non-core drilling at $0.77/ft.	$ 1,501.50	
Gamma-ray logging 1,950 feet at $0.10/ft.	195.00	
16 hours bulldozing with D-7 caterpillar or equivalent at $12.50/hr.	200.00	
Total independent contracts		$ 1,896.50

Labor and supervision		
Geologist-engineer 1 month at $650/mo.	$ 650.00	
Engineer's helper 7 days at $16/day	112.00	
Total labor and supervision		$ 762.00
Operating materials and supplies		
Survey stakes	$ 5.00	
1,000 paper bags	10.00	
Total operating materials		$ 15.00
Operating equipment (rentals)		
Surveying equipment 1/2 month at $75/mo.	$ 37.50	
Jeep, gas, oil, rental, 1,900 miles at $0.14/mile	266.00	
Field office 1/3 of 2 months at $100/mo.	66.67	
Scintillator 1 month at $50/mo.	50.00	
Total operating equipment		$ 420.17
Rehabilitation and repairs		
None		
New buildings, improvements, installations		
None		
Miscellaneous		
Accounting and typing, 1 month at $100/mo.	$ 100.00	
Workmen's compensation, liability insurance and payroll taxes, 7 percent of $862.00	60.34	
Total miscellaneous		$ 160.34

Total estimated cost of 1,950 feet of non-core drilling		$ 3,254.01
Estimated cost per foot $1.67		
20 radiometric assays at $2.00 each		$ 40.00
50 chemical analyses for U_3O_8 at $4.00 each		$ 200.00
Total estimated cost of Stage I		$ 3,494.01

Stage II (12 holes average depth 150 feet) 1 rig

Independent contracts		
1,800 feet non-core drilling at $0.77/ft.	$ 1,386.00	
1,800 feet gamma-ray logging at $0.10/ft.	180.00	
10 hours bulldozing at $12.50/hr.	125.00	
Total independent contracts		$ 1,691.00
Labor and supervision		
Geologist-engineer 3/4 month at $650/mo		$ 487.50
Operating materials and supplies		
1,000 paper bags		$ 10.00
Operating equipment (rentals)		
Jeep, gas, oil, rental 1,500 miles at $0.14/mi.	$ 210.00	
Field office 1/3 of 2 months at $100/mo.	66.67	
Scintillator 1 month at $50.00/mo.	50.00	
Total operating equipment		$ 326.67
Rehabilitation and repairs		
None		

New buildings, improvements, installations

None

Miscellaneous

Accounting and typing 1 month at $100/mo.	$ 100.00	
Workmen's compensation, liability insurance and payroll taxes, 7 percent of $587.50	41.13	
Total miscellaneous		$ 141.13
Total estimated cost of 1,800 feet of non-core drilling		$ 2,656.30
Estimated cost per foot $1.48		
20 radiometric assays at $2.00 each		$ 40.00
50 chemical analyses for U_3O_8 at $4.00 each		$ 200.00
Total estimated cost of Stage II		$ 2,896.30
Total estimated cost of Chumway Park drilling		$ 6,390.31

Recapitulation

The three sites are too far apart to permit a quick shifting of supervision and total drilling costs vary from $1.22 a foot to $1.67 a foot.

Chumway Park area

Stage I (13 holes average depth 150 feet)

Independent contracts

1,950 feet non-core drilling at $0.77/ft.	$ 1,501.50	
Gamma-ray logging 1,950 feet at $0.10/ft.	195.00	
16 hours bulldozing access roads and drill sites at $12.50/hr.	200.00	
Total independent contracts		$ 1,896.50
1,950 feet incidental allowance at $0.67/ft.		1,306.50
Total		$ 3,203.00
20 radiometric assays at $2.00 each		$ 40.00
50 chemical analyses for U_3O_8 at $4.00 each		$ 200.00
Total estimated cost of Stage I		$ 3,443.00

Stage II (12 holes average depth 150 feet)

Independent contracts

1,800 feet non-core drilling at $0.77/ft.	$ 1,386.00	
1,800 feet gamma-ray logging at $0.10/ft.	180.00	
10 hours bulldozing roads and drill sites at $12.50/hr.	125.00	
Total independent contracts		$ 1,691.00
1,800 feet incidental expense at $0.67/ft.		1,206.00
Total		$ 2,897.00

20 radiometric assays for U_3O_8 at $2.00 each	$ 40.00
50 chemical analyses for U_3O_8 at $4.00 each	$ 200.00
Total estimated cost for Stage II	$ 3,137.00
Total estimated cost of Chumway Park drilling	$ 6,580.00

North Tallahassee Creek locale

Stage I (13 holes average depth 150 feet)

Independent contracts

1,950 feet non-core drilling at $0.77/ft.	$ 1,501.50	
Gamma-ray logging 1,950 feet at $0.10/ft.	195.00	
16 hours bulldozing with D-7 caterpillar or equivalent $12.50/hr.	200.00	
Total independent contracts		$ 1,896.50
1,950 feet incidental allowance at $0.67/ft.		$ 1,306.50
Total		$ 3,203.00
20 radiometric assays for U_3O_8 at $2.00 each		$ 40.00
50 chemical analyses for U_3O_8 at $4.00 each		$ 200.00
Total estimated cost of Stage I		$ 3,443.00

Stage II (12 holes, average depth 150 feet)

Independent contracts

1,800 feet non-core drilling at $0.77/ft.	$ 1,386.00	
1,800 feet gamma-ray logging at $0.10/ft.	180.00	
12 hours bulldozing at $12.50/hr.	150.00	
Total independent contracts		$ 1,716.00
1,800 feet incidental allowance at $0.67/ft.		$ 1,206.00
Total		$ 2,922.00
24 radiometric assays for U_3O_8 at $2.00 each		$ 48.00
60 chemical analyses for U_3O_8 at $4.00 each		$ 240.00
Total estimated cost of Stage II		$ 3,210.00
Total estimated cost of North Tallahassee Creek area drilling		$ 6,653.00

Middle Tallahassee Creek locale

Stage I (55 holes, average depth 250 feet)

Independent contracts

11,000 feet non-core drilling at $0.77/ft.	$ 8,470.00	
2,750 feet non-core drilling at $0.88/ft.	2,420.00	
13,750 feet gamma-ray logging at $0.10/ft.	1,375.00	
64 hours bulldozing at $12.50/hr.	800.00	
Total independent contracts		$13,065.00

13,750 feet incidental expense at $0.27/ft.		$ 3,712.50
Total		$16,777.50
50 radiometric assays for U_3O_8 at $2.00 each		$ 100.00
100 chemical analyses for U_3O_8 at $4.00 each		$ 400.00
Total estimated cost of Stage I		$17,277.50

Stage II (44 holes, average depth 250 feet)

Independent contracts

8,800 feet non-core drilling at $0.77/ft.	$ 6,776.00	
2,200 feet non-core drilling at $0.88/ft.	1,936.00	
11,000 feet gamma-ray logging at $0.10/ft.	1,100.00	
44 hours bulldozing at $12.50/hr.	550.00	
Total independent contracts		$10,362.00
11,000 feet incidental expense at $0.27/ft.		$ 2,970.00
Total		$13,332.00
30 radiometric assays for U_3O_8 at $2.00 each		$ 60.00
80 chemical analyses for U_3O_8 at $4.00 each		$ 320.00
Total estimated cost of Stage II		$13,712.00
Total estimated cost of Middle Tallahassee Creek drilling		$30,989.50
Total estimated cost of North Tallahassee Creek drilling		$ 6,653.00
Total estimated cost of Chumway Park drilling		$ 6,580.00
Total estimated cost of project		$44,222.50
Government participation 50 percent, or		$22,111.25

CONCLUSIONS AND RECOMMENDATIONS

Exploration in three localities in two of the applicant's areas, the Tallahassee Creek and Chumway Park areas, appears warranted. In the Tallahassee Creek area carbonaceous tuffs and volcanic conglomerate in the Tertiary Thirty-Nine Mile volcanic series, contain a number of economically significant uranium deposits. These deposits are spatially, and possibly genetically, related to northwest-trending faults. In the Chumway Park area drilling has disclosed significant uranium mineralization in carbonaceous arkosic strata in the Permian Maroon formation. A modified non-core drilling program to: (1) explore favorable lithologic units along known and inferred northwest structural trends in the Tallahassee Creek area, and (2) explore the mineralized zone in the Chumway Park area, is recommended for Government participation. Total estimated cost of the program is $44,222.50; Government participation at 50 percent $22,111.25.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OFFICIAL FILE COPY
DMEA
RECEIVED APR 21 1958

DATE	INITIALS	CODE
4/21	C.	220
"	Chung	700

224 New Customhouse
Denver 2, Colorado
April 18, 1958

Memorandum

To: Chairman, Operating Committee

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 4919 (Uranium) United Western Minerals Company, Teller, Fremont and Park Counties, Colorado

This has further reference to our teletype of today on the subject docket.

Enclosed are the original and one copy of a letter received from Norman S. Dike dated April 16, 1958, in which he requests that we proceed in processing the subject application.

We will complete the field examination of the property as soon as possible.

E. N. Harshman

E. N. Harshman

(A)

Entr
HMC

UNITED WESTERN MINERALS COMPANY

P.O. BOX 381-136 W. PALACE AVE.
SANTA FE, NEW MEXICO

TELEPHONE 3-7213
TWX ; SANTA FE , N.M. 5832

April 16, 1958

DMEA
DEPARTMENT OF THE INTERIOR
APR 17 1958
REGION III
DENVER, COLORADO

DMEA FILE COPY
DMEA
RECEIVED APR 21 1958

DATE	INITIALS	CODE

Mr. E. N. Harshman
Acting Executive Officer
DMEA Field Team, Region III
United States Department of the Interior
224 New Customhouse
Denver 2, Colorado

Re: Docket No. DMEA 4919 (Uranium)
Teller, Fremont and Park
Counties, Colorado

Dear Mr. Harshman:

Referring to your letters of April 9th and 10th to officers of the United Western Minerals Company which crossed our own letter. We wish to rescind the request in our letter of April 8th, 1958 sent to Mr. W. H. King, Executive Officer, DMEA Field Team, Region III.

Changes in contract negotiations have made available all the area included in our DMEA application and it is the desire of the United Western Minerals Company that the DMEA proceed in processing our application.

We sincerely thank you for your kind attention to our application.

Very truly yours,

Norman S. Dike

Norman S. Dike
Vice President

NSD:am

cc: Mr. W. H. King
Mr. Marvin Chase

PETROLEUM GEOPHYSICAL COMPANY
620 Nineteenth St. - Denver 2, Colorado - KEystone 4-0253

DMEA
DEPARTMENT OF THE INTERIOR
FEB 4 - 1958
REGION III
DENVER, COLORADO

January 15, 1958

United Western Minerals Co.
Canon City, Colorado

Att: Mr. Marvin Chase

Dear Mr. Chase:

We submit herewith a proposal for drilling in the area that we discussed in your office. We will furnish the required number of drills needed to keep pace with your timetable of exploration. All of our equipment is in good condition and the personnel is experienced in this type of operation.

		Plugging:	Coring:
Holes	0-200' in depth @	$1.25	$5.25
"	200-400' in depth @	1.35	5.75
"	400-600' in depth @	1.50	6.25

We will furnish all bits and supplies needed for the drilling operation. We trust that we will be favored with this work and, if so, I can assure you we will do our utmost to please you in every respect.

Yours very truly,

PETROLEUM GEOPHYSICAL COMPANY

M. H. Collum

M. H. Collum

MHC/e

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 30 1958
DATE
1-30 C 220
" 70.0

224 New Customhouse
Denver 2, Colorado

January 27, 1958

Memorandum

To: E. N. Harshman) W/enclosures, Items 1-5 Below
DMEA/DFC) " " " "

From: DMEA Field Team, Region III

Subject: Docket No. DMEA 4919 (Uranium) United Western Minerals Company, Teller, Fremont and Park Counties, Colorado

Enclosed is the following material relating to the subject docket:

1. Copy of application for Government assistance in exploration work under the DMEA program.
2. Memorandum of Review by James Paone, USBM.
3. Memorandum of Review by W. P. Williams, USGS.
4. Letter of transmittal of the foregoing to this office, dated January 23, 1958, from the Chairman, Operating Committee, DMEA.
5. Routing Control Sheet.

A field examination and a joint report of findings and recommendations are requested.

Your attention is directed to the last paragraph of the attached letter from the Chairman of the Operating Committee regarding an exploration program covering 120 square miles which necessitates the immediate elimination of all areas lacking pertinent information or favorable geologic environment.

If the field examiners recommend Government participation in the proposed exploration program, please submit eleven extra copies of each map used in the joint report which show the land to be subordinated and the location and extent of recommended work, relative to property boundaries.

The Bureau of Mines' copy of the application should not be returned to this office, but is to be kept for the Examining Engineer's file. The Routing Control Sheet, however, is to be completed, detached from the application, and forwarded to the Executive Officer with the Joint Examination Report.

Original signed by
W. H. KING

W. H. King
Executive Officer

Enclosures

HHC:eh

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

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1-21	Ching	700
1-22	Ellis	700
1/22	GCS	130
"	Johnson	110
"	Hartenbaugh	100
1/23	C	220
		700

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

JAN 23 1958

Re: Docket No. DMEA-4919 (Uranium)
United Western Minerals Company
Teller, Fremont and Park Counties,
Colorado

Dear Mr. King:

The subject application is being referred to you for investigation, a field examination if warranted, and recommendations.

Enclosed for your information are memoranda, dated January 20, 1958, by James Paone, USBM, and W. P. Williams, USGS, relating to the application. Also enclosed are two copies of the application for the use of the Field Team.

Because of the extensive nature of the properties involved and the varying degrees of radioactivity found in different localities, it is suggested that attention be concentrated on the more promising areas. It is possible that certain areas may be eliminated immediately because of lack of pertinent information or absence of a favorable geologic environment.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

Enclosures

APPROVED:

A. D. McMahon (24B)
Member, Geological Survey

Thor H. Kiilsgaard (24B)
Member, Bureau of Mines

MChing/izm 1-21-58
cc: Mr. Ching
Admr.'s Reading File
Operating Committee
THKiilsgaard, 5224

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
1-21	Ching	700
1-22	Ellis	700
1/22	Silbergeard	130
"	Johnson	110
"	Mittendorf	100
		220
		700

JAN 23 1958

Mr. Alva A. Simpson, Jr., President
United Western Minerals Company
136 W. Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA-4919 (Uranium)
Teller, Fremont and Park Counties,
Colorado

1/22 Silbergeard (130)
1/22 Mr. Mahon (130)

Dear Mr. Simpson:

The application for assistance in exploring your property, under the captioned docket number, has been reviewed by the Division of Rare and Miscellaneous Metals of the Defense Minerals Exploration Administration. It has been referred to:

Mr. W. H. King
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,

C. O. Mittendorf

Administrator

MChing/izm 1-21-58
cc: Mr. Ching
Admr.'s Reading File
DMEA FT Reg. 3 (2)

8623

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

OFFICIAL FILE COPY
DMEA
IN REPLY REFER TO:
RECEIVED JAN 20 1958

DATE	INITIALS	CODE
1/20	C	220
1/21	Ellis	700
	Ching	

Memorandum

January 20, 1958

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

From: W. P. Williams, U. S. Geological Survey

Subject: Review of application, DMEA 4919 (uranium), United Western Minerals Company, State and Fee Lands, Teller, Park, and Fremont Counties, Colorado.

The applicant proposes a very large scale, ambitious project to explore for uranium ore deposits. The properties involved comprise about 120 square miles located between Parkdale and Hartsel, Colorado, about 35 miles north of Canon City.

The proposed project would consist of about 325,450 feet of core and non-core drilling, 500 feet of drifting, and 100 feet of raising. The estimated cost of such a project would be over $900,000.

Much of the proposed drilling is on half-mile centers, which is very wide and might be construed by some as prospecting. Some of the other drilling, on the other hand, is more closely spaced about areas where the applicant claims to have found radiometric anomalies. The latter drilling might be more appropriate for DMEA participation.

The applicant's maps indicate that many radiometric anomalies are present on the property; but if he has sampled the radioactive areas he does not so state nor has he submitted assays of samples he may have taken.

It appears that final evaluation of the property will only be arrived at through field examination. Under those conditions I recommend that the application be referred to the Field Team for further processing.

W. P. Williams

W. P. Williams

OFFICIAL FILE COPY
DMEA
RECEIVED JAN 21 1958

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	Chiny	

January 20, 1958

4919

Uranium
United Western Minerals Company
Lode Mining Claims
Teller, Park and Fremont Co., Col.
$311,847.00

Ernest William Ellis, DMEA Member
Uranium Commodity Committee
James Paone, Bureau of Mines Member
Uranium Commodity Committee

Application

1/14/58 1/16/58

x

The application calling for an extensive program is well documented and reasonably presented.

Some drilling appears to be prospective; perhaps subordination of the project would be advisable and limited to the more promising areas.

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

January 16, 1958

United Western Minerals Company
136 W. Palace Avenue
Santa Fe, New Mexico

Gentlemen:

Subject: DMEA-4919

Your application for exploration assistance, dated January 14, 1958 submitted to our office at Denver, Colorado has been assigned Docket Number DMEA-4919 and referred to the Rare and Miscellaneous Metals Division in the Washington office. Kindly identify all future correspondence relating to your application by this Docket Number.

Sincerely yours,

Allen S. Dakan, Director
Operations Control and
Statistics Division

Copy to:

Region III

Mr. George [redacted]

OFFICIAL FILE COPY
DMEA
RECEIVED APR 18 1958

DATE	INITIAL	CODE
4/18	C	220
"	~~[illegible]~~	700

DN 235 ~~BUR MINES~~ 4-18-58 9-14

CHAIRMAN OPERATING COMMITTEE, DMEA

DISREGARD OUR MEMORANDUM OF APRIL 11, 1958, ON DOCKET DMEA 4919, UNITED WESTERN MINERALS COMPANY. APPLICANT ADVISES CHANGE IN NEGOTIATION WITH NEWMONT MAKES AVAILABLE ALL THE AREA INCLUDED IN ORIGINAL DMEA APPLICATION. THEY DESIRE TO PROCEED WITH APPLICATION.

E N HARSHMAN ACTG. EXECUTIVE OFFICER

Klenner, Colo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OFFICIAL FILE COPY
DMEA
RECEIVED APR 14 1958

DATE	INITIALS	CODE
4/15	C	220
"	Chiesa	700

224 New Customhouse
Denver 2, Colorado

April 11, 1958

Memorandum

To: Chairman, Operating Committee, DMEA

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 4919 (Uranium) United Western Minerals Company, Teller, Fremont and Park Counties, Colorado

Enclosed are the original and one copy of a letter received from the Applicant dated April 8, 1958, and two copies of our reply.

We doubt if DMEA would be interested in any of the subject property which will be returned to the Applicant by Newmont Exploration Ltd. We, therefore, recommend that this docket be closed.

E. N. Harshman

E. N. Harshman

See following teletype of April 18.

mrc.

Fact
HMC

UNITED WESTERN MINERALS COMPANY

P.O. BOX 921 - 136 W. PALACE AVE. SANTA FE, NEW MEXICO

April 8, 1958

DMEA
DEPARTMENT OF THE INTERIOR
APR 10 1958
REGION III
DENVER, COLORADO

EXTRA COPY
DMEA
RECEIVED APR 14 1958

DATE	INITIALS	CODE

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

RE: Docket No. DMEA-4919 (Uranium
Teller, Fremont and Park Counties,
Colorado

Dear Mr. King:

Our Company has recently entered into an Agreement with Newmont Exploration Ltd., a subsidiary of Newmont Mining Corporation. Under this Agreement, Newmont Exploration has the right to enter upon and drill a part of the properties held by our company in the Tallahassee Mining District, near Canon City, Colorado. Newmont Exploration's rights under the said Agreement allow it, until November, 1958, to select those properties upon which they wish to continue further intensive exploration and/or development.

It has been the policy of Newmont Mining Corporation, as well as its subsidiaries, not to accept Government aid in furtherance of its exploration operations. Most of the properties involved in the said Agreement between this Company and Newmont Exploration are the same land as those submitted in this Company's recent DMEA application. It is, therefore, our wish to table our application, until the anticipated acts included in our Agreement with Newmont Exploration have resulted in clearly defining which properties will revert back to the control of United Western.

Our request to table DMEA application 4919 in no way effects our intention to file a DMEA application, which will cover our Sangre deCristo properties, none of which are included in our Agreement with Newmont Exploration Ltd.

Sincerely yours,

Norman S. Dike

Norman S. Dike
Vice President

NSD:gwd
cc: Marvin Chase

DMEA
RECEIVED APR 14 1958
4/15 D 220
" Chung 700

224 New Customhouse
Denver 2, Colorado
April 9, 1958

Mr. Alva A. Simpson, Jr., President
United Western Minerals Company
136 W. Palace Avenue
Santa Fe, New Mexico

Re: Docket No. DMEA 4919 (Uranium)
Teller, Fremont and Park
Counties, Colorado

Dear Mr. Simpson:

In a conversation on March 31, 1958, between Mr. Richter, of this office and your geologist, Mr. Marvin C. Chase, Mr. Chase indicated that the Newmont Mining Company had taken over a portion of the captioned property and that you were giving consideration to withdrawing your DMEA application.

Mr. Richter instructed Mr. Chase to notify this office immediately regarding your future plans on this application. To date we have not heard from you.

Since DMEA applications cannot be held open indefinitely, will you please advise this office be return mail if you wish to pursue this application or withdraw it.

Very truly yours,

E. N. Harshman
Acting Executive Officer
DMEA Field Team, Region III

HMC:dp

cc: Sec. Op. Comm. (2)
Harshman
DMEA/DFC
Docket
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

224 New Customhouse
Denver 2, Colorado
February 4, 1958

DMEA
RECEIVED FEB 6 1958

DATE	INITIALS	CODE
2-6	C	220
"	Chung	700

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 4919 (Uranium) United Western Minerals Company, Teller, Fremont and Park Counties, Colorado

Enclosed are the original copies of three drilling bids received from the applicant:

1. Farm-A-Drill Inc.

2. Livingston & Wilson Exploration Drilling.

3. Petroleum Geophysical Company.

One copy of each bid is being retained in our file and two copies are being forwarded to the Field Examiners to be placed with their copy of the application.

W. H. King

W. H. King

Enclosures

Canon City
Phone:
1526-W

FARM-A-DRILL INC.
Box 61
Canon City, Colo.

Monte Vista
Phone:
0392-J-4
0392-R-4

DMEA
DEPARTMENT OF THE INTERIOR
FEB 4 - 1958
REGION III
DENVER, COLORADO

United Western Minerals Co.

The following is our bid on your Tallahassee properties for drilling of same. This bid is submitted with the understanding the drilling will meet the Defense Minerals Exploration Administrations requirements.

Air Plug Drilling

0-500 Ft. ********** $ 1.25 Ft.

Water Plug Drilling

0-500 Ft. ********** $ 1.35 Ft.

Air Diamond Coring - 2 5/16 Core Size

0-500 Ft. ********** $ 6.50 Ft.

Water Diamond Coring - 2 5/16 Core Size

0-500 Ft. ********** $ 7.00 Ft.

Client will build roads when necessary so conventional drive trucks can move to and from drill sites with ease.

We will furnish one T-D-14 tractor for building roads at rate of ten dollars ($10.00) per hour - with a minimum of fifty (50) hours per month.

Standby time will be charged at rate of fifteen dollars ($15.00) per hour per rig. This time applies only to time lost waiting for roads to be built, probe results, drill sites or geologist.

Respectfully submitted,

FARM-A-DRILL INC.

By Eddie T. Stewart

LIVINGSTON & WILSON EXPLORATION DRILLING

LONGMONT, COLORADO
PHONE 1333

SHOT HOLE AND DIAMOND CORE DRILLING CONTRACTORS

WALTER W. WILSON

FRED L. LIVINGSTON

January 23, 1958

DMEA
DEPARTMENT OF THE INTERIOR
FEB 4 - 1958
REGION III
DENVER, COLORADO

Mr. Marvin Chase
United Western Minerals
P. O. Box 41
Canon City, Colorado

Dear Marvin:

We would like to submit the following bid for the work to be done in the Tallahassee Area:

Plugging		Coreing	
0-200	.77	0-200	2.03
200-400	.88	200-400	3.58
400-600	1.10	400-600	4.13
600-800	1.27	600-800	4.40

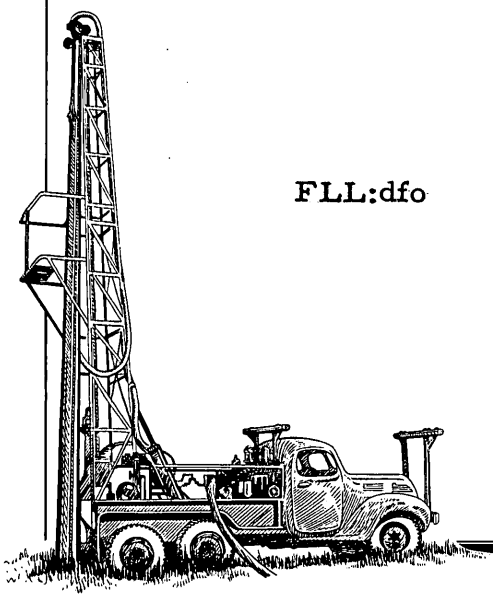
Very truly yours,

LIVINGSTON & WILSON EXPLORATION AND DRILLING CO.

Fred L. Livingston

Fred L. Livingston

FLL:dfo



DMEA
RECEIVED FEB 6 1958

DATE	INITIALS	CODE

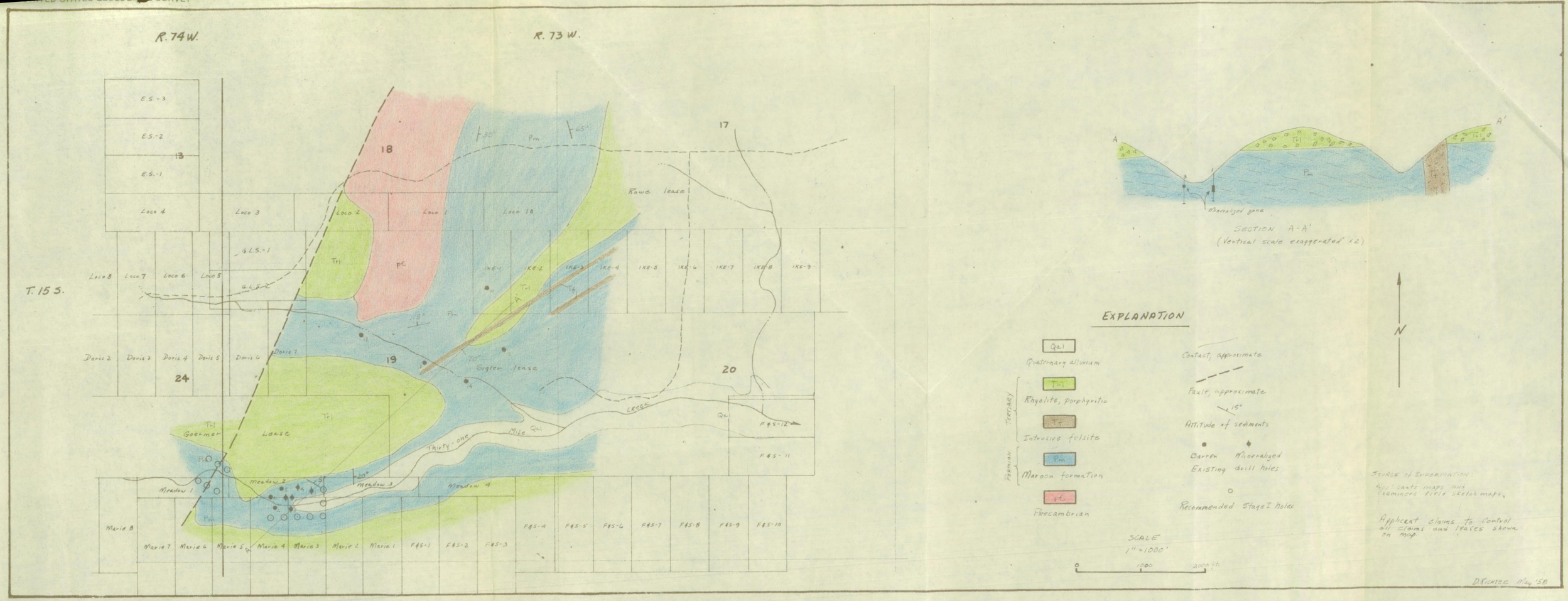


FIGURE 3 - GEOLOGIC MAP AND SECTION OF THE CHUMWAY PARK AREA, SHOWING RECOMMENDED EXPLORATION, UNITED WESTERN MINERALS COMPANY, PARK CO., COLO.

OFFICIAL FILE COPY
DMEA
RECEIVED JUN 6 1958
DATE | INITIALS | CODE

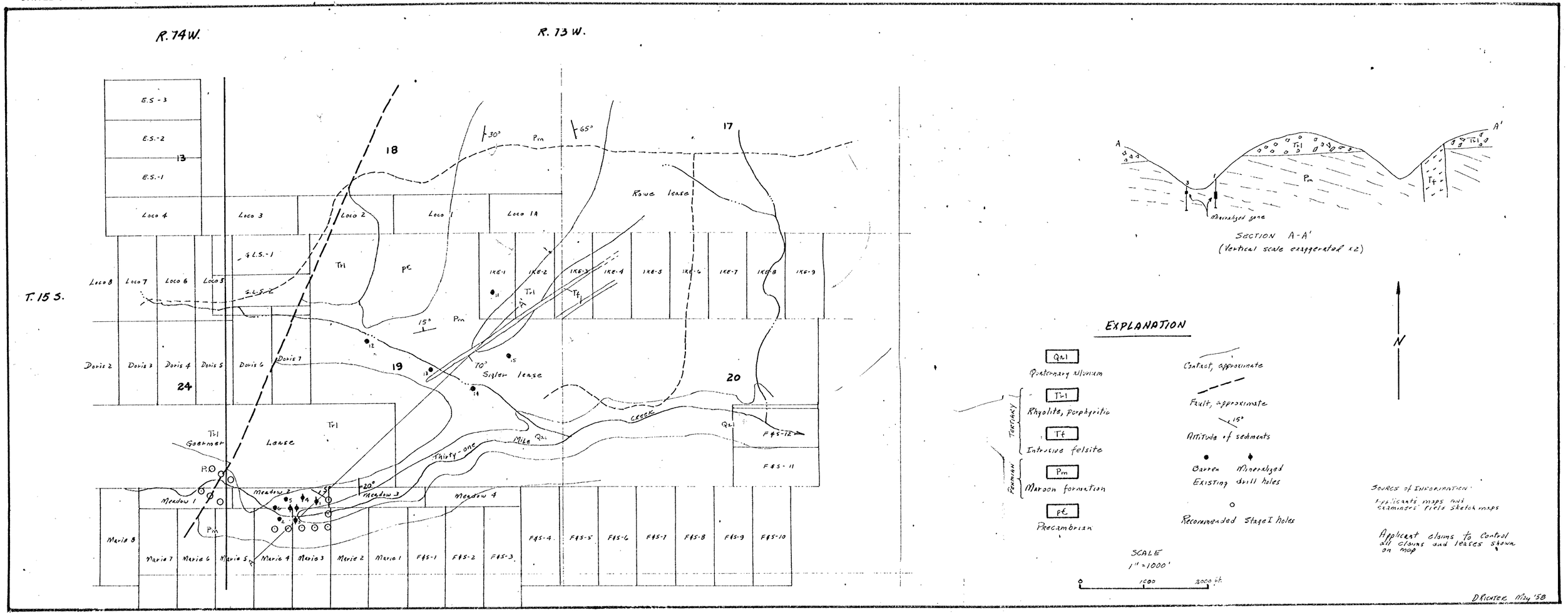
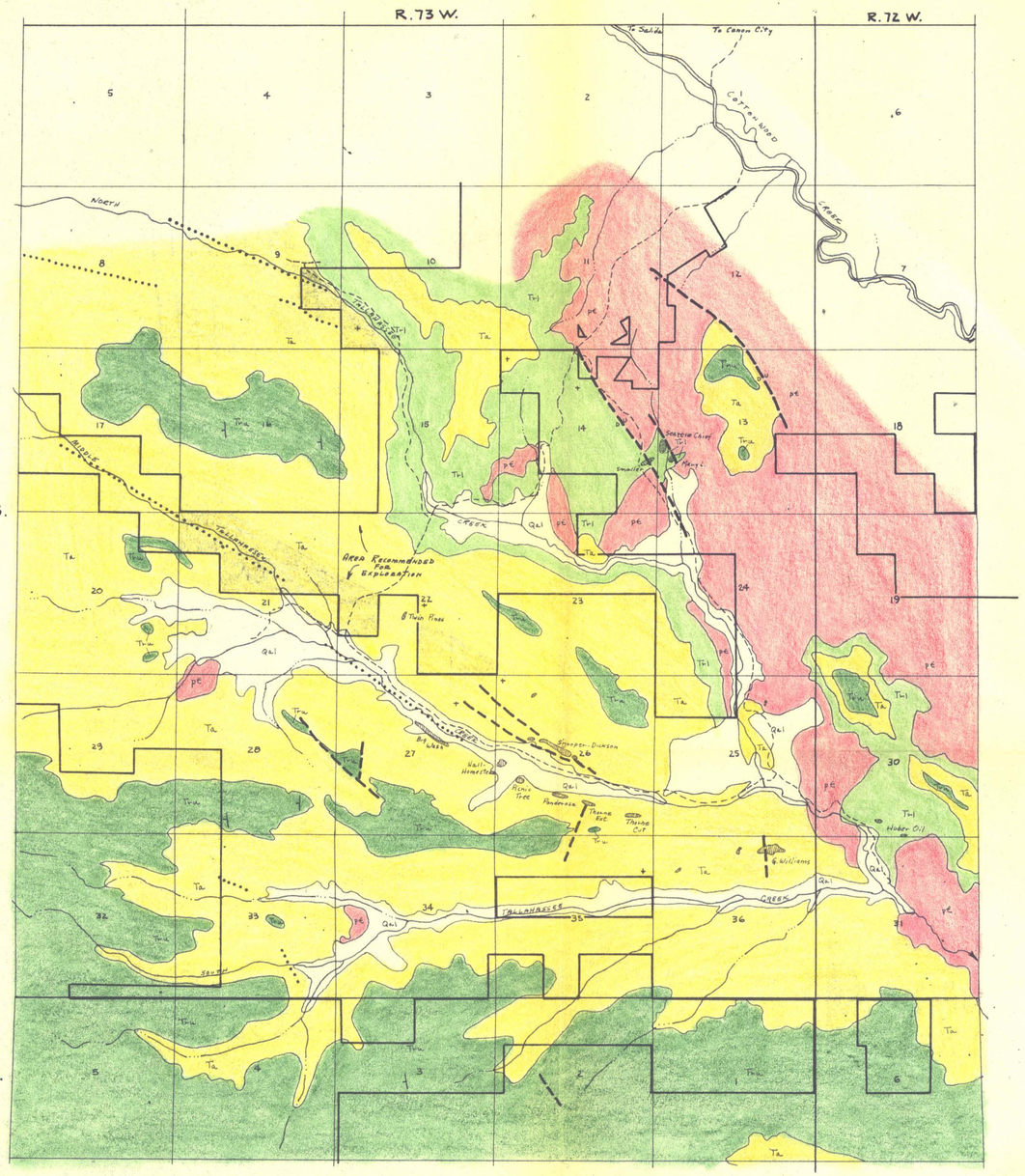


FIGURE 3 - GEOLOGIC MAP AND SECTION OF THE CHUMWAY PARK AREA, SHOWING RECOMMENDED EXPLORATION, UNITED WESTERN MINERALS COMPANY, PARK CO., COLO.



EXPLANATION

Qal — Quaternary alluvium, including landslides.

Tplc — Rhyolite, upper

Ta — Andesite breccia, including volcanic conglomerate

Tpl — Rhyolite, lower, including basal Tertiary arkose

Oligocene-Miocene; Eocene — THIRTY-NINE MILE VOLCANIC SERIES

pe — Precambrian

Contact, approximate

Faults, approximate and inferred

Distinct lineations (from Geophoto map)

Twin Pines — Uranium deposit

Radioactivity anomalies

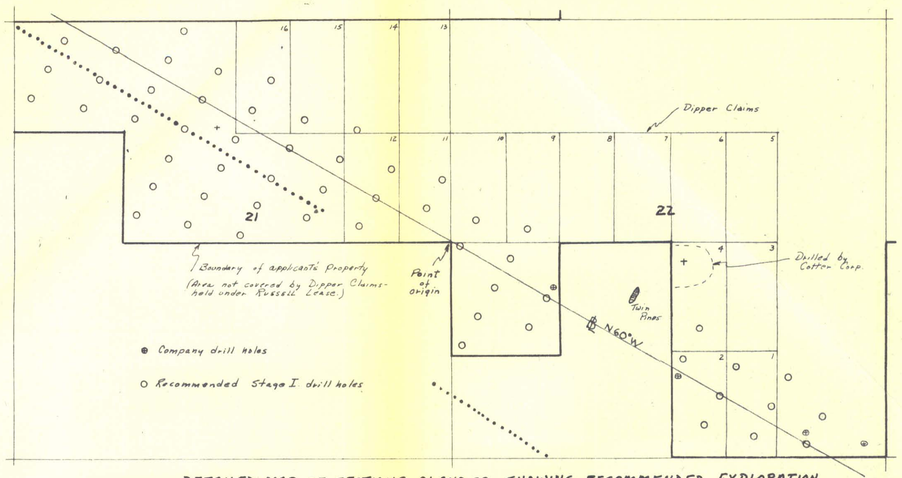
Roads

Boundary of applicant's property

SCALE
2" = 1 mile
0 — 1/2 — 1 — 1 1/2 miles

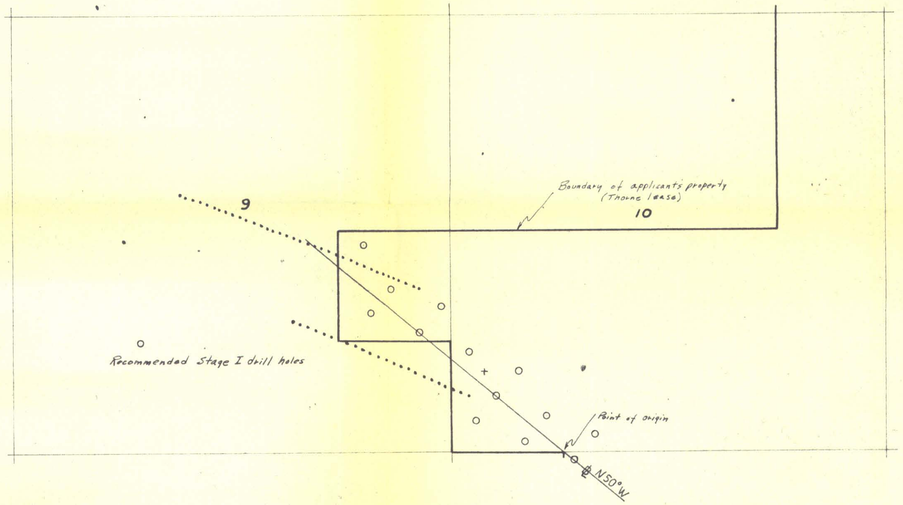
SOURCES OF INFORMATION

Geophoto map submitted by applicant and MacPherson, B., A.E.C. RME No. 1083, in prep.



DETAILED MAP OF SECTIONS 21 AND 22, SHOWING RECOMMENDED EXPLORATION

SCALE
1" = 1000'
0 — 1000 — 2000 — 3000 ft.



DETAILED MAP OF SECTIONS 9 AND 10, SHOWING RECOMMENDED EXPLORATION

SCALE
1" = 1000'
0 — 1000 — 2000 — 3000 ft.

D. Rowter May '58

FIGURE 2 - GEOLOGIC MAP OF THE TALLAHASSEE CREEK AREA, SHOWING RECOMMENDED EXPLORATION, UNITED WESTERN MINERALS COMPANY, FREMONT CO., COLO.