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RESCISSION OF EXPLORATION PROJECT CONTRACT

It is agreed this 18th day of November, 1958, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, and Harold George Horn and M. L. Burger, Partners, parties to that certain Exploration Project Contract No. Idm-E1219 (Docket No. DMEA-4988), dated June 23, 1958, as amended, that said Contract is hereby rescinded, revoked, and cancelled as of October 30, 1958, before any work has been performed or any costs have been incurred thereunder, without any obligations whatever one party to the other, the same as if the Contract had never been made.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Director, Office of Minerals Exploration

Harold Geo. Horn
Harold George Horn (Partner)

M. L. Burger
M. L. Burger (Partner)

Audit Copy

EXPLORATION PROJECT CONTRACT
HAROLD GEORGE HORN AND M. L. BURGER, PARTNERS
DOCKET NO. DMEA 4986
CONTRACT NO. Ida-R1219

AMENDMENT NO. I

It is agreed this 2nd day of September, 1958, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harold George Horn and M. L. Burger, Partners, hereinafter called the "Operator," parties to that certain Exploration Project Contract No. Ida-R1219, Docket No. DMEA 4986, dated June 23, 1958, hereinafter called the "Contract," that:

> The date fixed in Article 3, on or before which the Operator shall commence work, is extended from August 30, 1958, to October 30, 1958.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, nor any item of allowable cost which is expressly designated "maximum."

Executed in quintuplicate the day and year first above written.

HAROLD GEORGE HORN AND
M. L. BURGER, Partners

By Harold Geo. Horn (Partner)
Harold George Horn

By M. L. Burger (Partner)
M. L. Burger

UNITED STATES OF AMERICA

By E. M. Hawkman
Alternate Acting Executive Officer, DMEA Field Team Region III

EXTRA COPY
DMEA
RECEIVED SEP 15 1958

DATE	INITIALS	CODE
		800

22d Ave Continuous
Denver 2, Colorado
September 10 1958

Memorandum

To: Chairman, Operating Committee, DMEA

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Contract No. DMEA 458Y (Lead-Zinc), Contract No. Ida-XI219, Harold George Horn and M. L. Berger (Wellington mine), Summit County, Colorado

Enclosed are the Government's and Audit copies of Amendment No. 1 to Contract No. Ida-XI219, which was prepared in accordance with instructions contained in your letter of August 29, 1958 to extend the starting date from August 30, 1958 to October 30, 1958.

Copies of the Amendment have been distributed to the Operator, the Finance Office, and others concerned in Region III.

Origina signed by
E. N. HARSHMAN

E. N. Harshman

Enclosures

JDC:yrl

cc: Harshman
Finance Office, Reg. III
Salisbury, DMEA/DFC
Gorman.
Cooper
Chrem.

w/copy of Amendment No. 1

MME Form 14
Sept. 1958

Contract No. Idm-E) 1219
~~14-08~~)

Docket No. DMEA) 4986
~~MME~~)

Date of Action 12/22/58

DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Cancelled contract

OBLIGATION DOCUMENT

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

From: Director, Division of Operations Control and Statistics

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

Name and Address of Contractor: **Harold George Horn &**
M. L. Burger
P. O. Box 248
Breckenridge, Colorado

Date of Contract	Region	State	Commodity
June 23, 1958	**III**	**Colorado**	**Lead-Zinc**
	Reserve		Obligation
Prior Amount	0		37,800.00
Increase	0		0
Decrease	0		37,800.00
Revised Amount	0		0

Remarks:

cc: 800
210

43244

DMEA Form 14

Contract No. Idm-E 1219

Docket No. 4986

DEPARTMENT OF THE INTERIOR

Executed contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

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

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

Date of Contract	Region	State	Commodity
June 23, 1958	III	Colorado	Lead-Zinc

Name and Address of Operator:

Harold George Horn &
M. L. Burger
P. O. Box 248
Breckenridge, Colorado

	Reserve	Obligation
Prior Amount	37,800.00	0
Increase	0	37,800.00
Decrease	~~37,800.00~~	~~0~~
Revised Amount	0	37,800.00

Remarks:

ALLEN S. DAKAN
(Name)

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

Date delivered to Bureau of Mines, Washington 6/30/58

22845

DMEA RECEIVED JUN 30 1958		
DATE	INITIALS	CODE

MF-200
(Revised June 1954)

Audit's copy

Docket No. DMEA 0906

Commodity Lead-zinc

Contract No. Idm-E 1219

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

It is agreed this 23 JUN 1958 day of ....., 195...., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] Frank George Dam and M. L. Lunger, partners, whose mailing address is Mr. M. Lunger, P. O. Box 289, Breckenridge, Colorado, hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200), the attached Exhibit "A," Annex I, and one map, Plans 2.

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

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Colorado, County of Summit, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the[4] Lessee of[5] See Annex I in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of an Assignment of Lease,[6] recorded in Book 150, page 57, official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: Reserved of Lessor

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

of the land (lessor, seller, optionor, etc.), are attached, as follows: Consent to Lien and Subordination Agreement of Lessor, The D & B Mines, Inc.

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 8, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 8(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of lead and zinc. The work to be performed is described in Exhibit "A." The Operator on or before August 30, 1968 shall commence the work, and on or before January 30, 1970 (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work or shall have incurred allowable costs (see Article 6) in a sum not less than the estimated total allowable cost set forth in Exhibit "A." Excess or deficiency provided in Exhibit "A" with respect to excess of work. See Article 19.

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Independent contracts.*—To the extent that the allowable costs are estimated in Exhibit "A" with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed; but if the reference in Exhibit "A" to any such independent contract requires the Government's approval thereof, payments under such contract will not be allowable costs unless the Government gives its written approval of the contract. Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract and regardless of the Government's approval thereof, the Government will participate in payments to the independent contractor only on account of work performed in accordance with the provisions of this exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

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

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $75,000.00. The Government shall contribute 50 percent of the allowable costs as they are incurred in a total sum not in excess of $37,500.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work or not in excess of the amount of the Government's contribution to the cost of property which is or may become subject to disposal as provided in Article 9(c), whichever is greater. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 7(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. "Costs incurred" mean costs that have been paid or have become due and payable, or that in the opinion of the Government have become an obligation. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Estimated costs.*—(a) *Categories of costs.*—The allowable costs of the work to which the Government shall contribute are limited to those that are direct, reasonable, necessary, and that are estimated in Exhibit "A" by categories as specified in this article. If any category or subcategory is omitted from the estimate of costs, or if the word "none" is annexed to the listing thereof, costs under such category or subcategory are not allowable. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost, and any excess over the estimated total allowable cost of the work, shall not be allowable. Any excess over the estimate of any category, subcategory, or item, either as to requirement or related cost, not indicated as a maximum shall be allowable within the limit of the estimated total allowable cost of the work. To the extent that excesses over maximums other than the estimated total allowable cost of the work may be necessary for the performance of the work, the Operator shall incur such excesses for his own account without contribution by the Government; but except for any such necessary excesses in categories, subcategories, or items thereunder the Operator is not obligated to incur more than his agreed percentage of the estimated, total allowable cost of the work.

To the extent specified in this article or in Exhibit "A" the following categories, subcategories, and elements thereof are maximums; but if not so specified either here or in Exhibit "A" they are not maximums, and may be exceeded within the limit of the estimated total allowable cost of the work:

CATEGORY (1)—INDEPENDENT CONTRACTS.—Work to be performed under independent contracts (see Article 4(b)). The estimated total amount of this category and the estimated cost of each unit of work for performance under an independent contract are maximums.

CATEGORY (2)—PERSONAL SERVICES.

Subcategory (a)—Supervision.—All elements of this subcategory (number of supervisors, periods of employment, rates of pay, and total) are maximums.

Subcategory (b)—Technical services.—All elements of this subcategory (number of technicians, periods of employment, rates of pay, and total) are maximums.

Subcategory (c)—Labor.

CATEGORY (3)—OPERATING MATERIALS AND SUPPLIES.—Includes such items as drill bits and steel, explosives, fuel, pipe, power, small tools costing less than $50 each, timber, track.

CATEGORY (4)—OPERATING EQUIPMENT.

Subcategory (a)—Rental.—The number of each object to be rented [6 mine cars, 1 truck], the rate of rental [$100 per month, $5 per hour], and the total of this subcategory are maximums.

Subcategory (b)—Purchases.—The estimated total of this subcategory is a maximum.

Subcategory (c)—Depreciation.—All elements of this subcategory (time periods, rate of depreciation, and subcategory total) are maximums.

CATEGORY (5)—INITIAL REHABILITATION AND REPAIRS.—Estimates under this category include all requirements and related costs, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The estimated total of this category is a maximum.

Subcategory (a)—Initial rehabilitation and repairs of existing buildings, fixtures, and installations (exclusive of mine workings).—The estimated total of this subcategory is a maximum.

Subcategory (b)—Initial rehabilitation and repairs of operating equipment.—The estimated total of this subcategory is a maximum.

CATEGORY (6)—NEW BUILDINGS, FIXTURES, AND INSTALLATIONS (EXCLUSIVE OF MINE WORKINGS).—Estimates under this category include all requirements and related costs, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The estimated total of this category is a maximum.

CATEGORY (7)—MISCELLANEOUS.—Repairs and maintenance (other than initial) of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, communications, and any other items of requirement or cost that do not fall within any of the first 6 categories.

THE ESTIMATED TOTAL ALLOWABLE COST of the work is a maximum.

(b) *Nonallowable costs.*—The following costs are not allowable for contribution by the Government:

(1) *Costs of the land,* such as rental, depreciation, depletion, or other cost of acquiring, owning, or holding possession;

(2) *Indirect costs,* such as general overhead, corporate management, interest, taxes (other than payroll and sales taxes), insurance (other than liability insurance covering employment), damages to persons, damages to property (other than necessary repairs or replacements of equipment or other property used in the work);

(3) *Previous work* performed or costs incurred before the date of this contract; and

(4) *Deferred payments.*—Any costs incurred by the Operator under any rental-purchase agreement, installment-purchase agreement, or any agreement for the purchase of goods under the provisions of which payment of the full purchase price is deferred more than 90 days from the delivery of the goods; unless the purchase agreement is approved by the Government in writing.

(c) *Reductions in costs.*—The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original estimated total cost. This provision does not apply to receipts from production which are subject to the Government's percentage royalty under the provisions of Article 20. See Article 13.

ARTICLE 7. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. If the Government elects to audit said records and accounts relating to the exploration work by certified public accountant, it may do so as a cost of the work to which the Operator shall contribute. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

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

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

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

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

ARTICLE 8. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 7) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

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

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

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

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

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½)

percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

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

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

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

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

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

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

See Exhibit "A", Category (3).

ARTICLE 9. *Interests in purchased property.*—(a) *Title and ownership.*—All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions, although title thereto shall be taken in the name of the Operator.

(b) *Preservation of property.*—Until the final disposal of any property in which the Government has an interest the Operator shall preserve and protect same for the best interest of the Government, any reasonable and necessary costs thereof to be treated as an allowable cost of the project. After the completion of the work or termination of the Government's obligation to contribute, or when such property is not in use for or needed for the work, the Operator shall neither use it without the written consent of the Government nor without paying a reasonable rental to be fixed by the Government for its interest.

(c) *Disposal of property.*—Upon the completion of the work or termination of the Government's obligation to contribute to costs, or when the property is no longer needed for the work, the Operator shall promptly dispose of salable or salvageable property in which the Government has an interest for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator or the Government at a price at least as high as could be obtained from others, unless the Government in writing waives its interest in any such property. Without advance approval of the sales price by the Government the Operator shall not sell at any price any item of property the cost of which was more than $500, and shall not sell at less than 25 percent of the purchase price any item of property which cost $500 or less. The Government, in lieu of approving the sales price for any such item, may itself purchase the item at the best price which the Operator is able to obtain or himself cares to give. Property remaining upon any termination of the work shall be considered in groups or categories (such as drill steel, or explosives, or pipe, or rails), and if the original cost of the remaining unexpended portion of any such group or category is less than $50, the Government waives its interest therein. If necessary to accomplish the disposal of any item the Operator shall dismantle and sever it from the land, the cost thereof to be treated as a cost of the project.

(d) *Default of the Operator re disposal.*—If within 90 days after the completion of the work or termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, or after such further time as the Government may in writing allow, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may pursue one of the following two courses: (1) the Government, by written notice to the Operator, may place upon such property what in its opinion is a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the

date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; or (2) the Government may enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 10. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon: (1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon: (1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 10 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 11. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 12. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 13. *Changes and added provisions.*—

(a) The period at the end of Article 3 is changed to a comma, and the following is added: "except as otherwise provided in Exhibit "A" with respect to stages of work".

(b) In the last sentence of Article 6(c) the words "Article 8" are substituted for the words "Article 9".

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. Whittemore

Administrator, Defense Minerals
Exploration Administration

Harold George Horn (Partner)

(Operator)
XXXXX
Harold George Horn
By M. L. Burger (Partner)
M. L. Burger

M. L. Burger

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

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70617-1

EXPLORATION PROJECT CONTRACT
HAROLD GEORGE HORN AND M. L. BURGER
DOCKET NO. DMEA-4986

ANNEX I

The land referred to in Article 2 of the Contract is situate in Summit County, Colorado, and is comprised of the following patented lode claims, or parts thereof as indicated below:

Full Claims

Name	U. S. Survey No.	Name	U. S. Survey No.
Siam	5798	Czar	15108
Chief	5798	Merry Gold	15108
Diamond Dick	5798	X-10-U-8	186
Prize Box	13499	X-10-U-8	7615A
Havana	12069	Silver Head	3126
Mamo	12069	Colorado	2995
Wyoming	19166	Little Lizzie	3125

Partial Claims

So much of the Wellington Lode, U. S. Survey 7343 as covers the fraction south of the Silver Head Lode, U. S. Survey 3126 and bounded by a southerly extension of the easterly end of the said Silver Head Lode to the northerly side of the above-mentioned X-10-U-8 No. 2.

So much of the Ore Lode, U. S. Survey 5798 as is necessary for operating that part which is the mouth of some of the workings and sufficient other ground in connection therewith for the convenient working of the aforementioned premises.

The land is shown outlined in red on the attached map, Figure 2, entitled "Claim and Location Map, Wellington Mine . . ."

The Operator is in possession of the land pursuant to an assignment of lease executed May 2, 1956, by W. L. Davenport, the lease having been granted to W. L. Davenport by the B & B Mines, Inc., on January 1, 1955, for a period expiring December 31, 1966.

MF-205
(Combines and supercedes MF-2[illegible] and MF-203)
June 1956

DMEA
DEPARTMENT OF THE INTERIOR
MAY 12 1958
REGION III
DENVER, COLORADO

RECEIVED
MAY 14 1958
D.M.E.A.

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-4936
Contract No. Idm-E 1219
Contract Date 23 JUN 1958

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

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

Certain patented lode mining claims in the Bovin Mining District further described in Annex I which is attached hereto and made a part hereof.

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

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

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

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

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

None

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

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

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

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

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

Dated this 9th day of May, 1958.

The B & B Mines, Inc.	[Seal]	824 Equitable Building, Denver2,Colo	[Address]
By Frank E. Hickey President	[Seal]		[Address]
By Richard Downing Secy	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]
	[Seal]		[Address]

I, Richard Downing certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that Frank E. Hickey who signed this agreement was then President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

Richard Downing

[Corporate Seal]

DMEA 4986

ANNEX I

Siam Lode, U. S. Survey 5798
Chief Lode, U. S. Survey 5798
Diamond Dick Lode, U. S. Survey 5798
Prize Box Lode, U. S. Survey 13499
Havana Lode, U. S. Survey 12069
Mono Lode, U. S. Survey 12069
Wyoming Lode, U. S. Survey 19166
Czar Lode, U. S. Survey 15108
Merry Gold Lode, U. S. Survey 15108
X-10-U-8 Lode, U. S. Survey 186
X-10-U-8 Lode, U. S. Survey 7615A
Silver Head Lode, U. S. Survey 3126
Colorado Lode, U. S. Survey 2995
Little Lizzie Lode, U. S. Survey 3125

So much of the Wellington Lode, U. S. Survey 7343 as covers the fraction south of the Silver Head Lode, U. S. Survey 3126 and bounded by a southerly extension of the easterly end of the said Silver Head Lode to the northerly side of the above-mentioned X-10-U-8 No. 2.

So much of the Oro Lode, U. S. Survey 5798 as is necessary for operating that part which is the mouth of some of the workings and sufficient other ground in connection therewith for the convenient workings of the aforementioned premises.

DMEA
RECEIVED
DATE
CODE

EXPLORATION PROJECT CONTRACT
HAROLD GEORGE HORN AND M. L. BURGER
DOCKET NO. DMEA-4986

EXHIBIT "A"

Description of the Work

The purpose of the project is to explore for lead-zinc ores by means of sinking, crosscutting, and drifting.

The work is divided into two stages, set forth below. The Operator shall perform Stage I, and shall perform as much of the Stage II work as the Government approves in advance.

The locations, directions, attitudes, and extent of all work performed under the contract are subject to the prior approval of the Government. The exploration work is indicated, in part, on the attached map in blue color.

Drifts and crosscuts shall be timbered as necessary with timber sets consisting of 8-inch by 8-inch timber or the equivalent in round timber, and shall be not less than 5 feet wide and 7 feet high in cross-section in the clear of the timber.

Stage I

Item Nos.

1. Replace motor and intermediate shaft pinions on hoist, install auxiliary brake on hoist, install pump for mine drainage, and extend compressor coolant pump piping 175 feet down the Oro shaft.

2. Build and install crosshead and latch, safety door, and bucket dumping arrangement.

3. Extend the existing vertical winze an additional 165 feet below the present level, known as the sub-level. The winze shall be completely timbered, divided into two compartments, and be not less than 4 feet by 8 feet in the clear of the timber.

4. Establish an exploration level 150 feet below the floor of the first sub-level, and crosscut not to exceed 350 feet on a bearing of approximately S 25° E towards the Wellington main vein.

5. Drift not to exceed 300 feet along the more favorable vein structures cut by the crosscut.

6. Assay not to exceed 50 samples for lead, zinc, copper, silver, and gold.

Stage II

1. Continue drifting and/or crosscutting on the more favorable vein structures encountered in the crosscut (Item 4, Stage I) an additional aggregate maximum of 600 feet.

2. Assay not to exceed 50 samples for lead, zinc, copper, silver and gold.

ESTIMATED COSTS OF THE PROJECT
(In addition to the maximums fixed in the Contract form, an asterisk indicates maximum)

Stage I

Work Item 1

Categories (1) through (4), (6) and (7)

None

Category (5) Initial Rehabilitation and Repairs1/ $ 345.00*

Work Item 2

Categories (1) through (5), and (7)

None

Category (6) New Buildings, Fixtures and Installations1/ 83.00*

Work Item 3 (Sinking Winze)

Category (1) Independent Contracts

None

Category (2) Personal Services

Subcategory (a) Supervision

Supervisor 3.2 months @ $600.00/mo.	$1,920.00	

Subcategory (b) Technical Services

None

Subcategory (c) Labor	8,755.00	$10,675.00
Category (3) Operating Materials and Supplies 1/		3,836.00

Category (4) Operating Equipment

Subcategory (a) Rental

None 2/

Subcategory (b) Purchases 1/

1-Reda type 3J 400 Submersible Pump and 1-10-inch electric ventilation fan	1,162.00

Subcategory (c) Depreciation

1-Joy 820 c.f.m. Compressor 3.2 months @ $125.00/mo.	400.00
2-Rock drills, 3.2 months @ $23.33/mo.	74.66
1-35 H. P. geared hoist, 3.2 months @ $41.17/mo.	131.74

1-27 cu. ft. self-dumping, Kimberly type skip, 3.2 months @ $14.17/mo.	$ 45.34	
1-One half ton battery locomotive and charger, 3.2 months @ $85.83/mo.	274.66	
8-20 cu. ft. roller bearing mine cars, 3.2 months @ $16.67/mo.	53.34	
Total Depreciation	979.74	$ 2,141.74
Categories (5) and (6)		
None		
Category (7) Miscellaneous		1,100.00
Total of Work Item 3		$17,752.74*

Work Items 4, 5 and 6 (Crosscutting and Drifting)

Category (1) Independent Contracts		
None		
Category (2) Personal Services		
Subcategory (a) Supervision		
Supervisor, 6 months @ $600.00/mo.	$3,600.00	
Subcategory (b) Technical Services		
None 2/		
Subcategory (c) Labor	15,750.00	19,350.00
Category (3) Operating Materials and Supplies 1/		8,025.00

Category (4) Operating Equipment

Subcategory (a) Rental

1-Eimco 12B air operated mucking machine, 6 months @ $275.00/mo.	$1,650.00	

Subcategory (b) Purchases

None

Subcategory (c) Depreciation

1-Joy 820 c.f.m. compressor 6 months @ $125.00/mo.	750.00	
3-pneumatic rock drills with Jacklegs, 6 months @ $35.00/mo.	210.00	
1-35 H.P. geared hoist, 6 months @ $41.17/mo.	247.00	
1-27 cu. ft. self-dumping, Kimberly type skip, 6 months @ $14.17/mo.	85.00	
1-One half ton battery locomotive and charger, 6 months @ $85.83/mo.	515.00	
8-20 cu. ft. roller bearing mine cars for main haulage level, 6 months @ $16.67/mo.	100.00	
4-16 cu. ft. mine cars for sub-level, 6 months @ $6.67/mo.	40.00	
Total Depreciation	$1,947.00	$ 3,597.00

Categories (5) and (6)

None

Category (7) Miscellaneous

50 samples assayed @ $5.00* each sample	$ 250.00	
Taxes, Insurance, etc.	2,394.00	$ 2,644.00
Total of Work Items 4, 5, & 6		$33,616.00*
Estimated Total Costs of Stage I		$51,796.74*

Stage II

Category (1) Independent Contracts

None

Category (2) Personal Services

Subcategory (a) Supervision

Supervisor, 4.25 months @ $600.00/mo.	$2,550.00	
Subcategory (b) Technical Services		
None 2/		
Subcategory (c) Labor	11,120.00	13,670.00
Category (3) Operating Materials and Supplies 1/		5,665.00

Category (4) Operating Equipment

Subcategory (a) Rental

1-Fimco 12B air operated mucking machine, 4.25 months @ $275.00/mo.	1,168.75	

Subcategory (b) Purchases

None

Subcategory (c) Depreciation

1-Joy 820 c.f.m. compressor, 4.25 months @ $125.00/mo.	$ 531.25	
3-pneumatic rock drills with Jacklegs, 4.25 months @ $35.00/mo.	148.75	
1-35 H.P. geared hoist, 4.25 months @ $41.17/mo.	174.97	
1-27 cu. ft. self-dumping Kimberly type skip, 4.25 months @ $14.17/mo.	60.22	
1-One half ton battery locomotive and charger, 4.25 months @ $85.83/mo.	364.78	
8-20 cu. ft. roller bearing mine cars for main haulage level, 4.25 months @ $16.67/mo.	70.85	
4-16 cu. ft. mine cars for sub-level, 4.25 months @ $6.67/mo.	28.35	
Total Depreciation	$1,379.17	$ 2,547.92

Categories (5) and (6)

None

Category (7) Miscellaneous

50 samples assayed @ $5.00* each sample	250.00	
Taxes, Insurance, etc.	1,672.00	1,922.00
Estimated Total Cost of Stage II		$23,804.92*

S U M M A R Y

Estimated Total Cost of Stage I	$51,796.74	
Estimated Total Cost of Stage II	23,804.92	
Estimated Total Cost of the Project (rounded to)		$75,600.00
Government Participation @ 50%		$37,800.00

1/ The allowable costs of pipe, track (including fittings and accessories for each), ventilation tubing and hoist cable; the purchase price of a pump and ventilation fan; and the costs of Work Items 1 and 2 of Stage I are limited to 50% of the Operator's actualccosts of such items. Therefore, it is agreed that the Government will not acquire any interest in this property pursuant to the provisions of Article 9.

2/ Technical services will be executed by the Supervisor.

800

20th Rev Operations
Denver 2, Colorado
June 27, 1958

Memorandum

To: Chairman, Operating Committee, DMEA

From: Alternate Acting Executive Officer, DMEA Field Team, Region III

Subject: Project No. DMEA 4986 (Lead-Zinc), Contract No. 14s-21519, Dave & Berger (Wallington mine), Summit County, Colorado

Enclosed are the Government's and Audit copies of executed contract No. 14s-21519, which was forwarded by your letter of June 23, 1958 for signature by the Operator.

Also enclosed are two copies of a letter from this office, dated June 27, 1958, whereby we forwarded the "Operator's Copy" of the contract, block report form, instructions relative to reporting on work performed under the contract, and procedures to be followed in communicating with this office in all matters pertaining to the contract.

The contract, dated June 23, 1958, provides for exploration work estimated to cost $75,000.00, toward which the Government will contribute 50 percent, or not in excess of $37,500.00.

Copies of the contract have been distributed to the Finance Office and others concerned in Region III.

Original signed by
J. W. TOWNSEND

J. W. Townsend

Enclosures

JWT:pel

cc: Bureau
Finance Office, Region III
Chairman
DMEA/DPC (Salisbury)
} w/copy of contract and letter to Operator.
Contra. file - w/copy of letter to Operator.

Townsend
Chron.

224 New Customhouse
Denver 2, Colorado

JUN 27 1958

Messrs. Harold George Hunt
and M. L. Burger, Partners
Hunt & Burger
P. O. Box 348
Breckenridge, Colorado

Re: Docket No. DMEA 4986 (Hunt-Kime)
Contract No. 14m-X1219
Hunt & Burger
(Wellington mine)
Summit County, Colorado

Gentlemen:

Enclosed is the "Operator's Copy" of Exploration Project Contract No. 14m-X1219, Docket No. DMEA 4986.

Also enclosed are six copies of Form MP-104, "Operator's Monthly Report and Voucher," and six copies of Form MP-104A, "Operator's Unit Cost and Progress Report." At the end of the first calendar month after work is commenced, and monthly thereafter, you are required to submit the original and four copies of each form to the

Executive Officer
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado.

The extra copy is for your records.

Forms MP-104 and MP-104A are to be combined into five sets of one of each form. Each set of the combined forms is to be accompanied by a map or sketch, showing the location and extent of work performed, and a signed narrative report which describes the work performed, conditions encountered, and results of the work. The monthly accounting report will not be processed for reimbursement unless it is accompanied by a signed narrative report and other required or pertinent data. Additional copies of Forms MP-104 and MP-104A will be sent you each month on receipt of your report for the prior month.

For your information, and in reply to many questions that have been asked, after Forms NF-104 and NF-104A are received, an engineer will check progress on the project and review your accounts, after which the report forms will be forwarded to this office for administrative examination and vouchering. If the report is in order, a check will be issued by the Treasury Department for the Government's portion of the approved costs. If you have any difficulty in completing these forms and the reports, please call on this office for assistance.

The contract is prepared on form NF-200, and as outlined in Exhibit "A" attached to the contract, the estimated allowable costs are broken down into categories which conform to the numbered "Categories" in Article 6 of the contract form and also conform to the numbered items for reporting on Form NF-104. Please refer to Article 6 of the contract form, which may be further qualified by special notations in Exhibit "A", for information as to which unit costs and extended total amounts are "allowable maximums" to which the Government will contribute its share as provided for in the contract. For further information relative to documentation of costs, please refer to instructions on the reverse side of Form NF-104. Also, please refer to the instructions on the reverse side of Form NF-104A regarding preparation of that form.

Your requests to this office for work approval, changes in the contract, or any other communication pertaining to operations under the contract, must be in writing, of which please supply the original and five copies, each copy complete with maps or other pertinent data. Each request for action by this office must pertain to one matter only. Such requests are not to be incorporated in your narrative report accompanying monthly progress report Forms NF-104 and NF-104A.

The location of the work to be performed under Stage I is indicated on the map, "Figure 2," attached to the contract. Should conditions encountered necessitate any appreciable change in the location or direction of any of the work, approval of this office for the change must be obtained prior to performance of the work. Otherwise, the work may not be acceptable for reimbursement to you under the terms of the contract.

Your attention is directed to the provision that Stage II work is contingent on results obtained from Stage I, and performance of the work under Stage II is subject to the prior written approval of the Government.

When work under Stage I has been completed, or sufficiently so to permit evaluation of results of the work, you must request approval from this office for the work you propose to perform under the next stage. Your request for the work approval must be in duplicate, each copy complete with a map showing the location and extent of the work completed and the location of the additional work proposed. Also, your request must include an evaluation of the work completed and include assay returns and any other pertinent data which will be of value to the Government in appraising results of the work.

You should anticipate a suspension of operations between stages of work, to enable the Government geologist and engineer to evaluate the results of the work performed and make their recommendations to this office relative to the additional work you propose.

To eliminate as much delay to operations as possible, if that is of serious consideration, you should expedite forwarding of the results of the work completed and your request for the Government's approval of the additional work you propose.

No oral statement of any person shall be construed to modify or change the terms of the contract. Field representatives of the Government are not authorized to approve any changes in the work program or contract provisions. Such approval can be given only by the Washington Office, ERDA, or by the ERDA Field Team, Region III.

It is a regulation that reimbursement for the cost of work accomplished prior to the date of the contract will not be allowed. It is a requirement and imperative that you notify this office in writing the date work actually commences under the contract.

Very truly yours,

Original signed by
J. W. TOWNSEND

J. W. Townsend
Alternate Acting Executive Officer
ERDA Field Team, Region III

Enclosures

JWT:pfl

cc: Chem. Op. Comm. (2)
Finance Office, Reg. III
Assessment file, Reg. III
Burdeen
ERDA/DFU(Salisbury)
Corres. file
Townsend
Chron.

DMEA Form 14

Contract No. Idm-E 1219

Docket No. 4986

Approved contract

DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

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

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

Date of Contract	Region	State	Commodity
June 23, 1958	III	Colorado	Lead-Zinc

Name and Address of Operator: Harold George Horn & M. L. Burger
P. O. Box 246
Breckenridge, Colorado

	Reserve	Obligation
Prior Amount	0	0
Increase	37,800.00	0
Decrease	0	0
Revised Amount	37,800.00	0

Remarks:

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

Date delivered to Bureau of Mines, Washington 6/24/58

22845

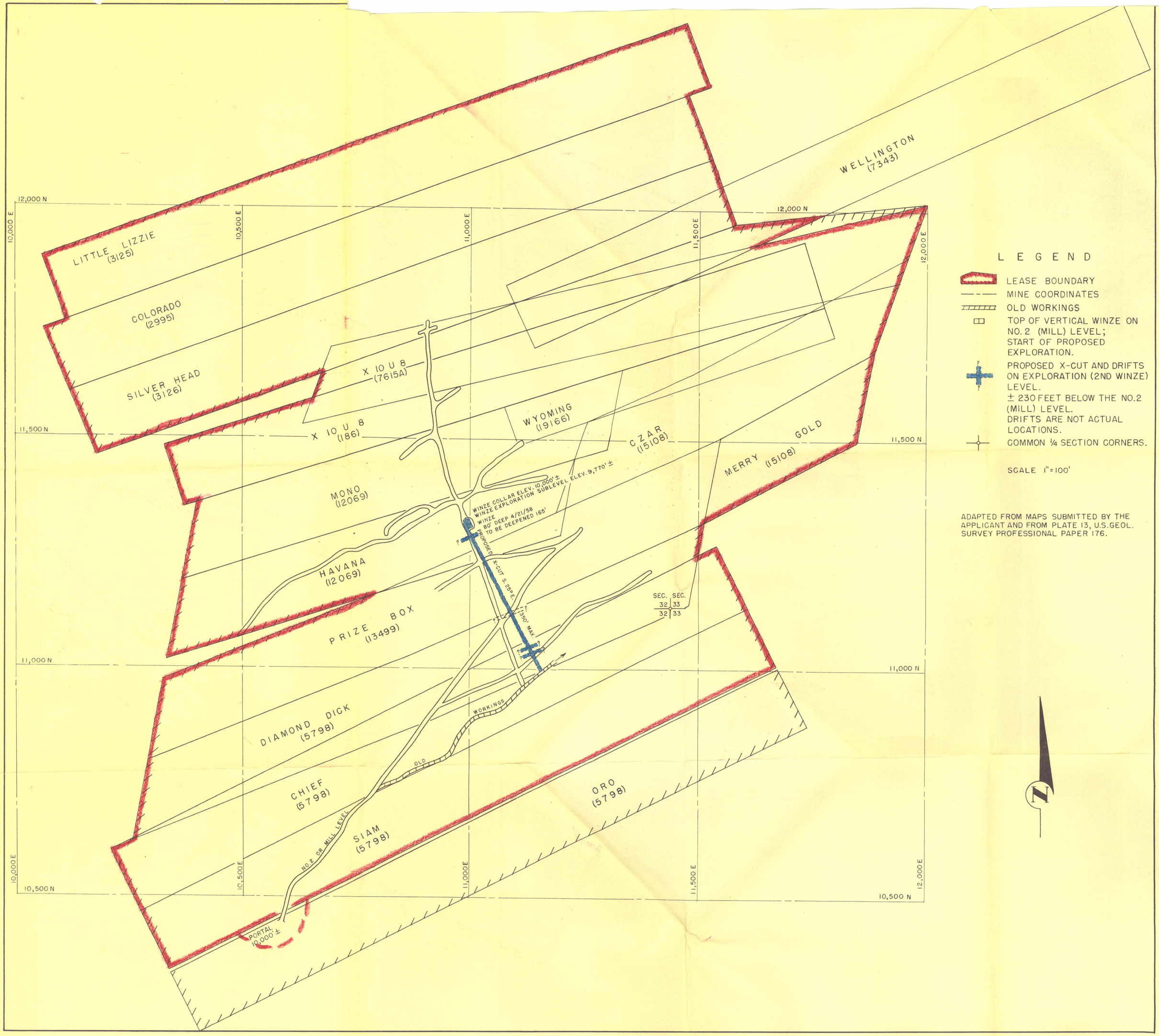

FIGURE 2 – CLAIM AND LOCATION MAP, WELLINGTON MINE (HORN AND BURGER LEASE), SUMMIT COUNTY, COLO. DMEA 4986.